

**CITY COUNCIL
ATLANTA, GEORGIA**

25-R-3283

******A RESOLUTION BY COUNCILMEMBERS ANDREA L. BOONE, DUSTIN HILLIS, AND MICHAEL JULIAN BOND TO AUTHORIZE THE MAYOR, ON BEHALF OF THE CITY OF ATLANTA, TO EXECUTE A COLLECTIVE BARGAINING AGREEMENT (“CBA”) WITH THE LOCAL #134, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS (“IAFF”), IN ACCORDANCE WITH SECTION 78-36 OF THE CITY OF ATLANTA CODE OF ORDINANCES AND THE “STATE FIREFIGHTER’S MEDIATION ACT (O.C.G.A. § 25-5-1, ET SEQ.), FOR A TERM NOT TO EXCEED ONE (1) YEAR; AND FOR OTHER PURPOSES.(FAVORABLE BY PUBLIC SAFETY AND LEGAL ADMINISTRATION COMMITTEE 3/24/25)**

WHEREAS, the State’s Firefighter’s Mediation Act (the “Act”) was enacted by the State of Georgia in 1971 and is codified as O.C.G.A. §§ 25-5-1 through 25-5-14; and

WHEREAS, the Act provides firefighters the right to bargain collectively with their employing agencies, to be represented by a labor organization in such collective bargaining as to wages, rates of pay, hours, working conditions, and all other terms and conditions of employment, and to enter into a collective bargaining agreement with their employing agency; and

WHEREAS, the Act provides that any such collective bargaining agreement shall be for a term not to exceed one year, and in consideration of being granted the right to a resolution of disputed questions, shall specifically provide that the firefighters who are subject to its terms shall have no right to engage in any work stoppage, slowdown, or strike; and

WHEREAS, the Act further provides, that whether or not a collective bargaining agreement has been negotiated, no firefighter shall engage in any work stoppage, slowdown, or strike at any time; and

WHEREAS, to be applicable to municipalities, the Act requires a municipality to adopt its provisions by an ordinance; and

WHEREAS, pursuant to Ordinance 21-O-0661 which was adopted by the Atlanta City Council on October 18, 2021, and approved per the City Charter on October 27, 2021, the City of Atlanta Code of Ordinances was amended to add a new Section 78-36 entitled “Firefighter’s Mediation Act”; and

WHEREAS, Code Section 78-36 states that the “State Firefighter's Mediation Act (O.C.G.A. § 25-5-1, et seq.) and all rights and privileges provided therein shall be applicable within the City of Atlanta”; and

WHEREAS, pursuant to the Act, at O.C.G.A. § 25-5-5, the City shall recognize as the “sole and exclusive bargaining agent for all of the members of the fire department” the organization that is selected by “vote of the majority of the firefighters in any fire department” so long as “the organization does not advocate striking and has a ‘no strike’ clause in its constitution and bylaws . . .”; and



WHEREAS, in 2024, by a vote of the majority of sworn Atlanta Fire Rescue Department employees of the rank of Captain and below, the Local #134, International Association of Fire Fighters (IAFF) was selected to be the sole and exclusive bargaining agent for Atlanta Fire Rescue Department employees of the rank of Captain and below; and

WHEREAS, thereafter, meetings between the IAFF and representatives of the City of Atlanta wherein a collective bargaining agreement (“CBA”) governing firefighters and the City of Atlanta was negotiated in substantially the same form as the draft agreement attached hereto as Exhibit A; and

WHEREAS, it is the desire of the Atlanta City Council to authorize the Mayor to execute the CBA with the IAFF on behalf of the City of Atlanta for a term not to exceed one (1) year which shall commence upon the date of execution by the Mayor on behalf of the City of Atlanta.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY RESOLVES that, in accordance with Section 78-36 of the City of Atlanta Code of Ordinances and the “State Firefighter's Mediation Act (O.C.G.A. § 25-5-1, et seq.), the Mayor is hereby authorized to execute a collective bargaining agreement (“CBA”) with the Local #134, International Association of Fire Fighters (IAFF) which shall be in substantially the same form as the draft agreement attached hereto as Exhibit A.

BE IT FURTHER RESOLVED, that this CBA shall be for a term not to exceed one (1) year, to commence upon execution by the Mayor.

BE IT FURTHER RESOLVED, that the City Attorney or her designee be and is directed to prepare the CBA for execution by the Mayor, and to approve the agreement as to form.

BE IT FINALLY RESOLVED, that the CBA shall not become binding upon the City and the City shall incur no obligation or liability hereunder until the same has been signed by the Mayor and attested to by the Municipal Clerk, and delivered to the IAFF.

A true copy,

Corrine A. Lindo

Municipal Clerk

ADOPTED by the Atlanta City Council
APPROVED by Mayor Andre Dickens

APR 21, 2025

APR 24, 2025



Collective Bargaining Agreement

Between

The City of Atlanta

And

The Atlanta Professional Firefighters,

IAFF Local 134



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Article 1. Preamble

Section 1.01 Consistent with the City of Atlanta Code of Ordinances, this agreement (hereinafter referred to as the “Collective Bargaining Agreement” or “C.B.A.”) is entered into by and between the City of Atlanta, Georgia, hereinafter referred to as the Employer, and Local #134, International Association of Fire Fighters, hereinafter referred to as the Union. The purpose of this agreement is to achieve and maintain harmonious relations between the Employer and the Union, provide for the equitable and peaceful adjustment of any differences that may arise, and establish standards of wages, hours, and other conditions of employment.

Article 2. Purpose

Section 2.01 Consistent with the City of Atlanta Code Section 78-36. - Firefighter's Mediation Act. The State Firefighter's Mediation Act (OCGA § 25-5-1, et seq.) and all rights and privileges provided therein shall be applicable within the City of Atlanta.

Section 2.02 This agreement is entered into by and between the City of Atlanta, Georgia, hereinafter referred to as the Employer, and Local #134, International Association of Fire Fighters, hereinafter referred to as the Union.

Section 2.03 This agreement aims to achieve and maintain harmonious relations between the Employer and the Union, provide for the equitable and peaceful adjustment of any differences that may arise, and establish standards of wages, hours, and other conditions of employment.

Article 3. Agreement

Section 3.01 The Employer and the Union recognize the need to provide efficient service to the public and maintain service quality.

Section 3.02 Further, both parties agree to the need for establishing and maintaining a sound labor-management relationship and mutually agree to continue working toward this goal.

Section 3.03 Each side has been allowed to put forth all its proposals and bargain in good faith through its chosen representatives. Both parties agree that this agreement expresses the results of their negotiations.

Section 3.04 This instrument constitutes the entire agreement between the parties as to all existing matters subject to collective bargaining during the life of this agreement. It shall not be altered, amended, or changed in any manner. However, by mutual consent, evidenced by a written agreement duly executed by the parties, this agreement may be modified or changed by adding new provisions or deleting existing Provisions.

Section 3.05 Printing of Agreement. The preferred transmission and communication of this and future Agreements shall be digital. The City will provide six (6) physical copies to the Union at no expense and will supply each fire station or work site with two (2) copies. The City shall print and publish this Agreement within fourteen (14) days of final approval. The City shall digitally distribute this Agreement to all employees of the Fire Rescue Department. The City shall



maintain and publish this Agreement on internal and external networks. Employees may use City resources to print a copy of this agreement at no cost.

Article 4. Union Recognition

Section 4.01 It is agreed that the Union is the only organization that will be involved in discussions about wages, benefits, and terms and conditions of employment regarding the bargaining unit. The City hereby recognizes the Union as the sole and exclusive representative for collective bargaining for all sworn AFRD employees of the rank of Captain and below.

Section 4.02 All ranks and employees may choose to be dues-paying members of the Union without retaliation or discrimination, if they decide to do so or not.

Article 5. Open Shop

Section 5.01 No employee shall be required to join the Union as a condition of employment.

Section 5.02 Non-dues-paying members shall enjoy the economic benefits herein. They shall have access to the grievance procedure in disputes involving pay, monetary fringe benefits, and working conditions guaranteed by this agreement. The Union is not required to offer resources not covered by this agreement to non-dues paying members.

Article 6. Non-Discrimination

Section 6.01 No employee covered by this agreement shall be discriminated against because of race, creed, national origin, religion, sex, marital status, sexual orientation, age, union membership, or union activity protected by law under applicable State and Federal Laws.

Section 6.02 The Union agrees to fully cooperate with the City in complying with Federal, State, and local laws requiring affirmative action to assure equal employment opportunity.

Section 6.03 The parties understand and agree that the validation of promotional examinations for officers will be undertaken according to the law. The City will take no position inconsistent with this understanding.

Section 6.04 Discrimination complaints are expressly excluded from the Grievance procedure and Arbitration provisions of this agreement.

Article 7. Dues Deductions

Section 7.01 Deduction of Union Dues shall be carried out by COA Code Sec. 114-28. - Deduction of labor organization dues from salaries.

Section 7.02 The Union agrees to indemnify, defend, and hold the Employer harmless against all claims, demands, suits, or other forms of liability arising from the deduction of money by the Employer for Union dues from an employee's pay.



Section 7.03 The Union assumes full responsibility for the disposition of money so deducted and all other payments made by the Employer to the Union hereunder once they have been turned over to the Treasurer of the Local Union.

Section 7.04 Deposits from COA finance to the Union shall take place biweekly.

Article 8. Union Activities

Section 8.01 There shall be no discrimination, interference, restraint, or coercion by the Employer against any employee for their activity on behalf of or membership in the Union.

Section 8.02 Up to 6 employees elected or appointed to represent the Union shall be granted time to perform their union functions, including, but not limited to, attendance at regular and special meetings, and activities related to grievance procedures. Up to 6 employees elected or appointed to represent the Union at the Chief's discretion shall be granted time to attend conventions, seminars, or conferences.

Section 8.03 A written list of elected or appointed Union representatives will be furnished to the Employer before the effective date for their assuming office duties. The Union will notify the Employer promptly of any changes of such representatives.

Section 8.04 Up to three (3) members of the Union Executive Committee shall be allowed time off for all meetings, which the Employer and the Union shall mutually set if staffing levels permit. Other members of the Union Executive Committee may be allowed time off without pay to attend such meetings.

Section 8.05 The Union board members and field representatives shall have access to all facilities and personnel that are on duty as long as it does not interfere with training or other activities. The Union shall contact the OIC of each location or facility if a group activity or discussion is needed.

Section 8.06 Upon request, the City shall provide the Union, free of charge, within a reasonable period of time, reasonable information, statistics, and records reasonably related to the City's performance of its functions in negotiating, administering, and enforcing this Collective Bargaining Agreement.

Article 9. No Strike/Lockout

Section 9.01 Should the Union object to any work rule or regulation violating this agreement, it may resort to the Grievance Procedure outlined in this agreement.

Section 9.02 The Employer and the Union subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of work.

Section 9.03 According to GA Code §25-5-3(a), neither the Union nor its agents or any employee, for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the Employer.



Section 9.04 During the term of this agreement, neither the Employer nor its agents, shall authorize, institute, aid, or promote any lockout of employees covered by this agreement, unless the Union implements a program or action prohibited under O.C.G. A. §25-5-3(a).

Article 10. Authority

Section 10.01 The Union recognizes that the City possesses the sole right to operate and manage the Atlanta Fire Rescue Department and direct the workforce and that the rights, powers, authority, and discretion which the City and the Department deem necessary to carry out its responsibilities and missions shall be limited only to the specific and express terms of this agreement and not by implied obligations.

Section 10.02 The Parties acknowledge that the City has the power and the authority to:

- (a) Determine the missions and objectives of the Department.
- (b) Set standards of service to be offered to the public. Determine the methods, means, and number of personnel necessary to carry out Department responsibilities.
- (c) Exercise control and discretion over its organization and operations.
- (d) Take such actions as necessary to carry out services during emergencies declared by the Mayor.
- (e) Discipline or discharge employees for just cause.
- (f) Manage schedule operations and shifts.
- (g) Introduce new or improved methods, operations, or facilities.
- (h) Hire, promote, transfer, or assign employees at the discretion of the Fire Chief, whose decision may be appealed under applicable terms of this agreement or appropriate City or State procedures.
- (i) Make decisions regarding actions that are required to select and purchase fire uniforms and equipment for the entire office.
- (j) Schedule overtime work when required.

Section 10.03 The parties acknowledge that during the negotiations which preceded this agreement, each had the unlimited right and opportunity to make demands and proposals concerning any subject or matter and that the understandings and agreements arrived at by the parties after exercising that right and opportunity are outlined in this agreement.

Section 10.04 This agreement, including its supplements and exhibits attached hereto, concludes all collective bargaining between the parties during the term hereof, and constitutes the sole, entire, and existing agreement between the parties hereto, and supersedes all prior agreements and undertakings, oral and written, express or implied, or practices, between the City and the Union or its employees, and expresses all obligations and restrictions imposed on each of the respective parties during its term.



Article 11. Duration of Agreement

Section 11.01 This agreement shall become effective upon ratification by the Union and approval by the City of Atlanta City Council.

Section 11.02 This agreement shall terminate at the end of a 12-month period commencing after execution of the same by the Mayor of Atlanta.

Article 12. Labor/Management Committee

Section 12.01 There shall be a Labor/Management Committee consisting of no more than three (3) and no less than two (2) representatives of the Union and no more than three (3) and no less than two (2) representatives of the Employer.

Section 12.02 The committee's purpose is to facilitate labor-management relationships by providing a forum for the free discussion of mutual concerns and problems, which will include discussion of the implementation of new department programs, modifications of existing department programs that will have a significant impact on work schedules or duties, and fleet and equipment concerns.

Section 12.03 The committee shall meet monthly at mutually scheduled times and locations.

Section 12.04 The Committee chair shall be rotated among the members annually.

Section 12.05 The members shall provide the Meeting's Chair with proposed agenda items at least one week in advance of a meeting, and the Chair shall provide the members with the meeting agenda in advance of the meeting.

Section 12.06 If it deems proper, the committee may suggest recommendations to the Fire Chief for his consideration and determination.

Section 12.07 Any matter referred to in this article may be discussed by the committee at the request of any committee member.

Section 12.08 The parties understand that the benefits granted by this article shall not be interpreted or applied as requiring the Employer to count as time worked any hours or fractions of hours spent outside the employee's work shift in pursuit of benefits provided by this section.

Article 13. Resolution of Conflicts with provisions of the C.B.A.

Section 13.01 The overarching goal of this agreement and the labor-management process is to resolve conflict, should it arise at the lowest possible level of the organization.

Section 13.02 Resolution may occur with or without supervisory personnel's intervention based on the parties' mutual agreement.

Section 13.03 Where mutual resolution is not possible, the first level of supervision that becomes aware of the conflict and is not a party in the conflict shall take action to resolve the conflict.



Section 13.04 If there is no mutual resolution of the conflict between both parties after 30 days of written notice to the Committee Chair of said conflict, then both parties MUST abide by the resolution process outlined in the resolution process of this agreement.

Section 13.05 The President of the Union, the Human Resources Commissioner and the Fire Chief shall be notified in writing of the unresolved conflict after 30 days of previous written notice to the Committee Chair.

Section 13.06 The President of the Union, the Human Resources Commissioner and the Fire Chief shall attend the next Labor/ Management meeting to review the C.B.A. and any evidence provided by both parties.

Section 13.07 Both parties agree to adhere to the C.B.A.'s plain language. If there is any ambiguity or discrepancy in the interpretation of the C.B.A., both parties shall select a third-party arbitrator before the second following Labor Management meeting.

Section 13.08 The parties agree to follow and use the conflict resolution process (i.e., binding Arbitration and/or Mediation) established by the Georgia Municipal Association to resolve any conflicts between the parties.

Section 13.09 Any dispute, claim, or grievance arising from or relating to the interpretation or application of this agreement shall be submitted to arbitration administered by the American Arbitration Association ("AAA") under the established rules and procedures of the AAA.

Section 13.10 Each respective party shall split the conflict resolution fees. Both parties agree to abide by the findings of the arbitrator or mediator.

Article 14. Limited Emergency

Section 14.01 In the event of the official declaration of an emergency by any local, state, or federal authority authorized to declare emergencies within the jurisdictional boundaries of the Employer, operational needs may affect some employees differently from others.

Section 14.02 All employees of the Employer are essential employees.

Section 14.03 Essential employees are required to assist in emergencies as determined by the Employer. Employees designated as "essential" will be required to work during the emergency. Essential employees who fail to meet their responsibilities under this provision may be subject to discipline.

Article 15. Union Representatives

Section 15.01 The Union shall designate, in writing to the Fire Chief, Union members who shall serve as Union and Grievance representatives.



Section 15.02 According to this article, the Union shall attempt to make all requests at least two duty days in advance. Said representatives may be allowed time off with pay for the following activities subject to prior approval of the Department. Approval shall not be unreasonably withheld. Representatives under this section shall not receive any pay from the City for time or activities for which they receive pay from another source.

Section 15.03 Three (3) members shall be designated as Union representatives for attendance at labor-management committee meetings and renegotiation of this collective bargaining agreement.

Section 15.04 Up to six officers of the Union will be granted up to 10 hours per month of special assignment to attend and participate in city labor meetings, grievances, disciplinary proceedings, and for other purposes that benefit employer and labor-management relations. Special assignment hours under this section shall not apply for any time or task for which an Employee is paid by any other source. The special assignment granted herein is subject to the discretion of the Fire Chief and operational circumstances and needs.

Article 16. Communication

Section 16.01 Members requiring information or assistance from offices and bureaus outside their respective Divisions shall use the chain of command. If a satisfactory response is not forthcoming within seventy-two (72) hours, the President may assist in getting a response for the employee.

Article 17. Health and Safety

Section 17.01 Responsibility

- (a) The Employer shall provide a reasonably safe and healthy working environment by applicable nationally recognized standards, State and Federal laws, and regulations.
- (b) The Union agrees that where safety policies are established, devices or protective equipment is required or furnished, compliance with policies and use of equipment shall be mandatory.

Article 18. Communicable Disease

Section 18.01 The Employer shall provide and incur all costs related to a one-time immunization during the life of this agreement for all employees who want to be immunized for the following:

- (a) Tetanus
- (b) Hepatitis (Type A & B)
- (c) Rubella (for females of childbearing age)
- (d) Any vaccine recommended by federal, state, or local statute for employers.
- (e) TB Screening - The Employer shall provide a tuberculosis screening annually for all employees.



Article 19. Bulletin Boards

Section 19.01 Solicitation material will not be posted.

Section 19.02 The Union shall be permitted to maintain, at each bargaining member work location, one bulletin board to be used exclusively for union business.

Article 20. Transfers and Vacancies

Section 20.01 Transfers will be allowed based on: the needs of the department, the employee's knowledge, skills, and ability, the employee's last performance evaluation, and any other criteria established by the Fire Chief. The Fire Chief agrees to provide a copy of any transfer policy that he develops for use to the Union.

Article 21. Shift Schedule

Section 21.01 Work schedule- The current schedule of twenty-four (24) hours on duty and forty-eight (48) hours off duty shall be continued for the Fire suppression and E.M.S. Operations employees covered by this agreement.

Work Schedule – 24/48.

1. (i) Twenty-four (24) hour shifts for Fire Suppression and E.M.S. Operations employees may begin at 0700 and end at 0700 the following morning, broken into (2)- twelve (12) hour sub shifts at 0700 to 1900 (Day Shift) and 1900 to 0700 (Night Shift) for timekeeping purposes, unless otherwise directed by the Fire Chief or his or her designee.
2. (ii) Workdays throughout a seven (7) day work period are divided into A, B, and C Fire shifts, with Fire and E.M.S. Operations employees assigned to one (1) of those respective shifts.
3. (iii) Other shift positions with different starting and ending times may work a different schedule.

Work Schedule - 40 Hours.

1. (i) The work cycle and schedule for sworn employees of the bargaining unit assigned to the 40-hour workweek shall be defined as 40 hours of work in a one-week work cycle.
2. (ii) The department may approve requests of employees on the forty-hour workweek to specify their schedule in the form of four ten-hour days, five eight-hour days, or other acceptable combinations.

Work schedule 24/48

The work schedule for fire protection employees of the Fire Department who are eligible under the Fair Labor Standards Act (29 U.S.C. § 207(k) exemption) shall be 106-hour, 14-day work schedule (106 hours bi- weekly).



The 14-day work schedule begins at 7:00 p.m. Wednesday and ends at 07:00 p.m. the second Wednesday after that.

Eligible sworn fire rescue department employees who work more than the hours scheduled in their work schedule (106 hours biweekly) may earn overtime and accrued compensatory time.

Article 22. Staffing

Section 22.01 The Parties to this agreement recognize the benefits of adequate staffing of equipment. It is agreed that the Employer has a continuing responsibility to provide proper and safe staffing levels. The Atlanta Fire Department agrees to monitor and strive to comply with the requirements for the Fire Department which are incorporated in the City of Atlanta's Municipal Code.

Section 22.02 If sufficient on-duty personnel are unavailable, the City shall attempt to hire off duty personnel to reach the minimum staffing based on operational needs and consistent with the AFRD hired extra policy.

Article 23. Uniforms

Section 23.01 Amendments to current uniform policy:

- (a) Personalized or Station detail shirts may be worn, provided the shirt meets all the specifications outlined in the above AFRD SOP.
- (b) Quilted coats, denim chore jackets, or similar work coats will be allowed on duty.
- (c) If damage occurs to equipment or clothing purchased by the member, the member will be responsible for replacing it.
- (d) All jackets must have the official AFRD patch on the left shoulder. A Station or EMS Certification patch will be allowed on the right shoulder.
- (e) Members may wear station hats that designate their assigned station.
- (f) All hats and jackets purchased by the member must be in good condition.
- (g) Gold AFRD belt buckles may be worn with the Class C uniform.
- (h) The Union will be allowed to have one (1) representative on the uniform committee.
- (i) The annual allotment per sworn firefighter shall be up to \$900.00 beginning with the 2026 annual COA budget. The funds shall be subject to annual budget appropriations and policy considerations by the Fire Chief and distributed based on the discretion of the Fire Chief,

Article 24. Corrective and Disciplinary Action

Section 24.01 Employee discipline will be covered by the provisions contained in the Fire Department's OPS.



Article 25. Shift Exchange

Section 25.01 Employees shall have the right to exchange shifts when the exchange does not interfere with the operation of the Fire Rescue Department. The provisions in AFRD 402.07 regarding Substitution of shifts shall govern the process of exchanging a shift.

Article 26. Savings Clause

Section 26.01 It is not the intent of either party hereto to violate any laws, rulings, or regulations of any governmental authority or agency having jurisdiction over the subject matter of this agreement.

Section 26.02 Should any provision of this agreement be found to be in contravention of any Federal law, State law, or City of Atlanta Code of Ordinances, or by a court of competent jurisdiction, such particular provision shall be null and void. Still, all other provisions of this agreement shall remain in full force and effect until otherwise canceled or amended.

Section 26.03 If any portion of this Agreement shall be considered null and void then the parties shall meet and bargain regarding amending or replacing the portions at issue.

Section 26.04 The agreement is the parties' entire agreement, terminating all prior Agreements.

Article 27. Payroll and Pay Checks/Deposits

Section 27.01 The City is entitled to promptly recover funds determined by the City to have previously been paid in error in accordance with Georgia provisions. Unless mutually agreed to by the City and the employee, the City shall have the right to effect recovery of funds through a stipulated biweekly paycheck deduction.

Section 27.02 The specific recovery rate shall be determined through an agreement between the employees concerned and the Human Resources Division.

Section 27.03 Upon notification to both the concerned employee and the Union, the concerned employee shall have fourteen (14) calendar days to dispute the basis for and the amount of the claimed overpayment through the grievance procedures outlined in this agreement.

- (a) The employee may file the grievance directly to the Commissioner of Human Resources or their designee. While the grievance or arbitration is pending, payroll deductions must be made once the grievance is withdrawn, resolved by settlement, or resolved by the arbitration award.
- (b) The City has the right to recover the entire outstanding amount of erroneous payments if the employee separates from the City service.
- (c) If a grievance is pending, the deduction amount shall be held in escrow by the City pending resolution of the grievance.
- (d) Upon notice of any mistakes caused by the Employer the amount shall be investigated, corrected if necessary, and paid by the payday of the following pay period.



Section 27.04 The City Human Resources will provide a salary breakdown to each member showing base salary plus any additional incentives. Incentives and tiers will be approved and become effective at the beginning of the pay cycle in which they occur. No member will need to request a tier or incentive that is solely based on seniority or time in rank.

Section 27.05 Any specialty incentive will be approved and implemented once the member provides the required documentation.

Section 27.06 To receive the education incentive the member shall provide a sealed transcript copy directly to the AFRD HR manager or designee and the employee shall in return receive an approval form with a new salary breakdown. The new salary will take effect at the beginning of the next pay cycle.

Section 27.07 The pay cycle for all members of the department will continue to be 14 days and for all members assigned to a 24/48 shift schedule all hours worked over 106 in a 14 day pay cycle will be paid at one and one-half times the members' regular rate of pay.

Article 28. Non-Exempt Status

Section 28.01 The rank of Fire Captain and all ranks below will be non-exempt employees, regardless of work location or schedule. Atlanta Fire Rescue employees on a 53-hour work (24/48 shift) week shall be classified non-exempt for FLSA overtime calculations and other purposes.

Article 29. Holiday Pay

Section 29.01 All employees shall receive holiday pay based on COA ordinances.

Article 30. Pay Plan and Incentives

Section 30.01 The agreed upon pay plan for the Bargaining Unit members shall be the same rate for the pay ranges currently in place in the City hereinafter referred to as "Pay Plan" in accordance with this article.

- (a) The Union shall designate two labor union appointees, as active participants, to sit on the committee for the fire department throughout the duration of any Class and Compensation studies undertaken going forward.

The bargaining unit members during the duration of this agreement shall be entitled to any and all additional benefits, up to and including additional Holidays, Cost of Living Adjustments, Incentives, Bonuses, Group Benefits, Programs, etc... that are awarded by the City of Atlanta to its city employees.

Section 30.02 Incentive Pay

1. (a) Bargaining Unit members shall be awarded the incentives currently provided by the City.



2. (b) Applications for incentives shall be submitted directly to the Office of the Fire Chief. A report of Bargaining Unit members' incentive utilization shall be provided to the secretary of IAFF Local 134 on a quarterly basis.

Article 31. Compensatory Time

Section 31.01 Accumulated compensatory time off shall be taken off within a reasonable period after it is earned and shall not necessitate an overtime situation nor create undue hardship in scheduling or maintaining operations.

Section 31.02 Suppose compensatory time cannot be taken off within a reasonable period. In that case, the employee may elect to be paid overtime compensation or carry over those hours not to exceed the FLSA maximum of 160 hours of accumulated compensatory time for those assigned to a 40-hour work week and 240 hours for those assigned to a 53-hour work week.

Article 32. Hiring for Overtime

Section 32.01 All overtime shall be filled pursuant to the AFD hired extra policy.

Section 32.02 The Battalion Chief may consider the employees' qualifications to fill the position in said overtime vacancy if the staffing in all battalions allows for an on-duty fill-in.

Article 33. Working Out of Classification

Section 33.01 Sworn personnel will receive compensation for work at a higher classification based on COA ordinance Sec. 114-134. - Compensation for temporary work at a higher classification and according to Department policy.

Article 34. Promotional Examinations

Section 34.01 The following ranks shall be selected by a competitive examination:

- (a) Fire Sergeant/ Fire Command Technician
- (b) Fire Lieutenant
- (c) Fire Captain

Section 34.02 All promotional examinations shall be assembled, written, and solely administered by an outside testing service. Human Resources shall meet and confer with the Union before choosing a testing company.

Section 34.03 Fire Sergeant

- (a) To be eligible to compete for the rank of Fire Sergeant, an applicant must have had at least three years of continuous service as a sworn member of the Fire Rescue Department immediately before the date of administering the first competitive part of the examination.



Section 34.04 Fire Lieutenant

- (a) To be eligible to compete for the rank of Fire Lieutenant, an applicant must have had at least five years of continuous service as a sworn member of the Atlanta Fire Rescue Department immediately before the date of administering the first competitive part of the examination.

Section 34.05 Fire Captain

- (a) To be eligible to compete for the rank of Fire Captain, an applicant must have had at least two years continuous service as a sworn permanent Fire Lieutenant with the Fire Rescue Department immediately before the date of administering the first competitive part of the examination.

Article 35. Amendment

Section 35.01 The Employer and the Union may interpret, alter, or amend this agreement by mutual agreement and in writing, and no individual employee shall have cause to complain thereof, it being understood that any interpretation or arrangement mutually satisfactory to the parties hereto shall be binding upon all individual employees and the Employer whether such action be prospective or retroactive.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and sealed as follows:

EMPLOYER:

CITY OF ATLANTA, GEORGIA

Mayor

Date: _____

ATTEST:

Clerk, City of Atlanta

APPROVED AS TO FORM:

City Attorney

UNION:

LOCAL #134, INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS

Nathan Bailey, President

Date: _____

Secretary



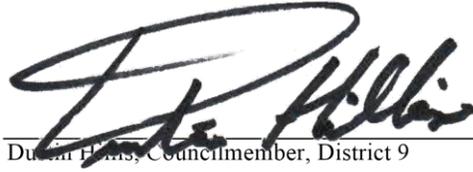
CITY COUNCIL
ATLANTA, GEORGIA

25-R-3283

SPONSOR SIGNATURES



Andrea L. Boone, Councilmember, District 10



Duane Evans, Councilmember, District 9



Michael Julian Bond, Councilmember, Post 1 At Large



CITY COUNCIL
ATLANTA, GEORGIA

25-R-3283

****A RESOLUTION BY COUNCILMEMBERS ANDREA L. BOONE, DUSTIN HILLIS, AND MICHAEL JULIAN BOND TO AUTHORIZE THE MAYOR, ON BEHALF OF THE CITY OF ATLANTA, TO EXECUTE A COLLECTIVE BARGAINING AGREEMENT (“CBA”) WITH THE LOCAL #134, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS (“IAFF”), IN ACCORDANCE WITH SECTION 78-36 OF THE CITY OF ATLANTA CODE OF ORDINANCES AND THE “STATE FIREFIGHTER'S MEDIATION ACT (O.C.G.A. § 25-5-1, ET SEQ.), FOR A TERM NOT TO EXCEED ONE (1) YEAR; AND FOR OTHER PURPOSES.(FAVORABLE BY PUBLIC SAFETY AND LEGAL ADMINISTRATION COMMITTEE 3/24/25)

Workflow List:

Atlanta City Council	Completed	03/17/2025 1:00 PM
Public Safety & Legal Administration Committee	Completed	03/24/2025 1:00 PM
Finance/Executive Committee	Completed	03/26/2025 1:30 PM
Atlanta City Council	Completed	04/21/2025 1:00 PM

HISTORY:

03/17/25 Atlanta City Council REFERRED WITHOUT OBJECTION

REFERRED TO FINANCE/ EXECUTIVE COMMITTEE WITHOUT OBJECTION

RESULT:	REFERRED WITHOUT OBJECTION	Next: 3/26/2025 1:30 PM
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03/24/25 Public Safety & Legal Administration Committee FAVORABLE

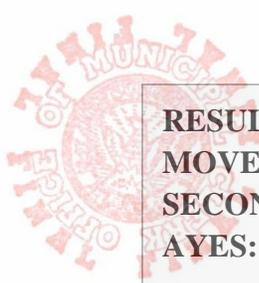
RESULT:	FAVORABLE [UNANIMOUS]	
MOVER:	Andrea L.. Boone, Chair, District 10	
SECONDER:	Dustin Hillis, Vice Chair, District 9	
AYES:	Boone, Hillis, Lewis, Norwood, Collins	
ABSENT:	Byron D. Amos, Michael Julian Bond	

03/26/25 Finance/Executive Committee FAVORABLE

RESULT:	FAVORABLE [UNANIMOUS]	Next: 4/21/2025 1:00 PM
MOVER:	Dustin Hillis, District 9	
SECONDER:	Liliana Bakhtiari, District 5	
AYES:	Shook, Wan, Winston, Amos, Bakhtiari, Hillis, Overstreet	

04/21/2025 Atlanta City Council ADOPTED

LEGISLATION HISTORY – BLUE BACK



RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Alex Wan, Councilmember, District 6
SECONDER: Howard Shook, Councilmember, District 7
AYES: Bond, Westmoreland, Winston, Farokhi, Amos, Dozier, Bakhtiari, Wan, Shook,
Norwood, Hillis, Boone, Overstreet, Lewis
ABSENT: Eshé Collins

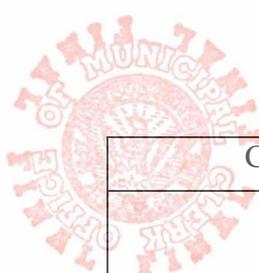
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VOTE RECORD - RESOLUTION 25-R-3283						
<input checked="" type="checkbox"/> ADOPTED <input type="checkbox"/> ADVERSED <input type="checkbox"/> FAVORABLE <input type="checkbox"/> ACCEPTED AND FILED <input type="checkbox"/> REFERRED TO COMMITTEE <input type="checkbox"/> HELD IN COMMITTEE <input type="checkbox"/> TABLED <input type="checkbox"/> DEFERRED <input type="checkbox"/> RECONSIDERED <input type="checkbox"/> FILED <input type="checkbox"/> FILED BY COMMITTEE <input type="checkbox"/> FAVORABLE ON SUBSTITUTE <input type="checkbox"/> FAVORABLE AS AMENDED <input type="checkbox"/> QUESTION CALLED <input type="checkbox"/> SUBSTITUTED <input type="checkbox"/> AMENDED <input type="checkbox"/> REFERRED TO ZRB AND ZC <input type="checkbox"/> REFERRED WITHOUT OBJECTION <input type="checkbox"/> ADOPTED AS AMENDED <input type="checkbox"/> ADOPTED SUBSTITUTE <input type="checkbox"/> ADOPTED SUBSTITUTE AS AMENDED <input type="checkbox"/> FORWARDED <input type="checkbox"/> REFERRED TO SC <input type="checkbox"/> FILED WITHOUT OBJECTION <input type="checkbox"/> FAILED <input type="checkbox"/> ADVERSED IN COMMITTEE <input type="checkbox"/> QUADRENNIALLY TERMINATED <input type="checkbox"/> FORWARDED W/NO RECOMMENDATION <input type="checkbox"/> FORWARDED TO FC/NQ <input type="checkbox"/> FAVORABLE/SUB/AMENDED <input type="checkbox"/> FAVORABLE/SUB/AMND/CONDITION <input type="checkbox"/> FAVORABLE/AMND/CONDITION <input type="checkbox"/> RETURNED AS HELD						
			YES/AYE	NO/NAY	ABSTAIN	ABSENT
	MICHAEL JULIAN BOND	VOTER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	MATT WESTMORELAND	VOTER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	ESHÉ COLLINS	VOTER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	JASON H. WINSTON	VOTER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	AMIR R FAROKHI	VOTER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	BYRON D. AMOS	VOTER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	JASON DOZIER	VOTER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	LILIANA BAKHTIARI	VOTER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	ALEX WAN	MOVER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	HOWARD SHOOK	SECONDER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	MARY NORWOOD	VOTER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	DUSTIN HILLIS	VOTER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	ANDREA L. BOONE	VOTER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	MARCI COLLIER OVERSTREET	VOTER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	ANTONIO LEWIS	VOTER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



<ul style="list-style-type: none"><input type="checkbox"/> FAVORABLE/SUB/CONDITION<input type="checkbox"/> FAVORABLE ON CONDITION<input type="checkbox"/> ACCEPTED<input type="checkbox"/> AMENDED SUBSTITUTE<input type="checkbox"/> ROUTED TO COW<input type="checkbox"/> SUSTAINED<input type="checkbox"/> OVERRIDDEN<input type="checkbox"/> NOT ACCEPTED BY COMMITTEE<input type="checkbox"/> SUSTAINED WITHOUT OBJECTION<input type="checkbox"/> TABLED W/O OBJECTION<input type="checkbox"/> HELD IN COW<input type="checkbox"/> POSTPONED<input type="checkbox"/> RETAINED AS HELD<input type="checkbox"/> REFER TO ZRB AND ZC W/O OBJECTION<input type="checkbox"/> AUTOMATICALLY TERMINATED (FILED)	
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[Unanimous]



Certified by Presiding Officer	Certified by Clerk
<p style="text-align: center;">CERTIFIED</p> <p style="text-align: center;">4/21/2025</p> <p style="text-align: center;">ATLANTA CITY COUNCIL PRESIDENT</p> <p style="text-align: center;"><i>Doug Shipman</i></p>	<p style="text-align: center;">CERTIFIED</p> <p style="text-align: center;">4/21/2025</p> <p style="text-align: center;">MUNICIPAL CLERK</p> <p style="text-align: center;"><i>Corrine A. Linda</i></p>
<p>Mayor's Action</p> <p><i>See Authentication Page Attachment</i></p>	

ADOPTED BY COUNCIL

04/21/2025

MAYOR'S ACTION AUTHENTICATION PAGE



25-R-3283

**Adopted by the Atlanta City Council
April 21, 2025**

APPROVED

APR 24 2025

MAYOR

MAYOR'S ACTION