

**IN THE SUPERIOR COURT OF FULTON COUNTY  
STATE OF GEORGIA**

ATLANTA PROFESSIONAL  
FIREFIGHTERS, IAFF LOCAL 134

Plaintiff,

v.

CITY OF ATLANTA, GA,

Defendant.

CIVIL ACTION NO.

**COMPLAINT – JURY TRIAL  
DEMANDED**

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**COMPLAINT**

Plaintiff, Atlanta Professional Firefighters, IAFF Local 134 (“IAFF Local 134”), file this Complaint against Defendant, the City of Atlanta (the “City”), seeking damages related to (1) Defendant’s abrogation of the parties’ collective bargaining agreement (“CBA”) and (2) refusal to process grievances alleging violations of the parties’ CBA, in violation of the Plaintiff’s CBA with the City of Atlanta, the Firefighter’s Mediation Act (the “Act”) (O.C.G.A. § 25-5-1, *et seq.*), and Atlanta City Code of Ordinances Section 78-36. In support of this Complaint, IAFF Local 134 shows this Honorable Court as follows:

**INTRODUCTION**

1.

The Firefighter’s Mediation Act is a Georgia general statute that creates a framework for collective bargaining between firefighters and their municipal employers. O.C.G.A. § 25-5-1, *et seq.* The Act creates rights, duties, and obligations for both parties. These include mandatory bargaining obligations and contract-formalization duties.

2.

On October 18, 2021, the City of Atlanta incorporated the Act, along with all its rights and obligations, into its own ordinances by adopting Ordinance 21-O-0661. A copy of Ordinance 21-O-0661 is appended to this Complaint as Exhibit 1. Ordinance 21-O-0661 states that “all ordinances or part of ordinances in conflict with the terms of this ordinance are hereby waived to

the extent of the conflict.” This ordinance was enshrined into the City’s Code of Ordinances as Section 78-36. A copy of Section 78-36 of the Atlanta Code of Ordinance is appended to this Complaint as Exhibit 2.

3.

The Act states that a negotiated CBA “shall constitute the collective bargaining contract governing firefighters and the municipality for the period stated therein.” After extensive bargaining, the City of Atlanta and IAFF Local 134 came to a negotiated bargaining agreement that incorporated the Act itself, set to become effective upon ratification by the Atlanta City Council. Atlanta City Council ratified the CBA on April 21, 2025, as part of Resolution 25-R-3283. Resolution 25-R-3283 itself contained a copy of the CBA being ratified. The Mayor signed Resolution 25-R-3283 on April 24, 2025. Ratification of Resolution 25-R-3283 by the Atlanta City Council caused the CBA to become effective under the CBA’s own terms and the Act. The intentional signing and approval of Resolution 25-R-3283 constituted execution of the CBA under the CBA’s own terms and the Act. This execution was evidenced by the City’s own actions over the next several months. A copy of the full, signed resolution is appended to this Complaint as Exhibit 3.

4.

On June 9, 2025, Atlanta Fire and Rescue Department Fire (“AFRD”) Chief Roderick M. Smith sent an email to all AFRD employees containing “MEMORANDUM #10 – Issuance of the Collective Bargaining Agreement” and a digital copy of the CBA. A copy of this email (with Memorandum #10) is appended to this Complaint as Exhibit 4. The AFRD also distributed physical copies of the CBA which included a copy of the ratifying City Council resolution and the Mayor’s signature approving the resolution. The City implemented and relied upon multiple provisions of the CBA, including required labor-management committee meetings and promotional eligibility requirements. Through these actions, the City evidenced its formal execution and ratification under the Firefighter’s Mediation Act and Georgia law.

5.

After receiving a grievance from IAFF Local 134 that sought to hold the City to its contractual obligation requiring the implementation of a new pay cycle and automated salary

increases, the City informed IAFF Local 134 that the contract was not in effect and that they would not participate in the CBA's grievance arbitration process. The City abrogated the CBA on October 29, 2025, six months after the ratification of the CBA by City Council. Before October 29, 2025, the AFRD's position—best stated in the Fire Chief's own June 9, 2025, memorandum—was that the “CBA is a living document” in which “its effectiveness [] depend[s] on our collective commitment to its principles” and one that the AFRD was “dedicated to upholding our responsibilities within this agreement[.]”

Because the City continues to deny its firefighters the benefits of their CBA, IAFF Local 134 was forced to file this breach of contract action.

### **PARTIES, JURISDICTION, AND VENUE**

6.

IAFF Local 134 is an affiliated Local of the International Association of Fire Fighters (“IAFF”). It is located at P.O. Box 89151, Atlanta, Georgia 30312. Under the Firefighter's Mediation Act, IAFF Local 134 is the exclusive representative of all sworn Atlanta Fire Rescue Department employees of the rank of Captain and below.

7.

Defendant City of Atlanta is a municipal corporation organized under the laws of the State of Georgia and is incorporated under the name “City of Atlanta.” The City of Atlanta entered a contract—the CBA—with IAFF Local 134 under a state statute allowing for collective bargaining agreements between municipalities and their firefighters' representative. It may be served with process by serving its Chief Executive Officer, Mayor Andre Dickens. Defendant is subject to this court's jurisdiction.

8.

The Court has jurisdiction of this kind of case.

9.

Venue is proper in this Court as both parties are within Fulton County.

## **FACTUAL BACKGROUND**

### *The Georgia Firefighter's Mediation Act and Atlanta*

10.

In 1971, the Georgia State Legislature passed the Firefighter's Mediation Act (the "Act"). O.C.G.A. § 25-5-1, *et seq.*

11.

The Act applies only to a municipality that affirmatively adopts it through ordinance.

12.

The Firefighter's Mediation Act, in line with the State's expressed public policy, gives firefighters the right to be represented by a labor organization of their choice to bargain collectively concerning wages, rates of pay, and all other terms of employment with their municipal employer should their municipal employer agree by ordinance that the municipality will be covered by the Act. O.C.G.A. §§ 25-5-4, 25-5-14.

13.

The Act places a duty on municipalities to meet and confer in good faith upon request from the bargaining agent for collective bargaining purposes. This includes a "duty to cause any agreement resulting from negotiations to be reduced to a written contract." O.C.G.A. § 25-5-6.

14.

Likewise, the Act states "[a]ny agreement actually negotiated between the [parties] ... shall constitute the collective bargaining contract governing firefighters and the municipality for the period stated therein." O.C.G.A. § 25-5-12.

15.

Pursuant to the Georgia Constitution's Uniformity Clause, the Act's statutory language alongside a collective bargaining agreement's own language is the controlling law for the creation and execution of collective bargaining agreements between the parties.

16.

Under Ordinance 21-O-0661, adopted by the Atlanta City Council on October 18, 2021, and approved by the Mayor on October 27, 2021, the City of Atlanta Code of Ordinances was amended to add a new section (“Section 78-36”) entitled “Firefighter’s Mediation Act.” 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.” *See* Exhibits 1 & 2.

17.

On September 26, 2024, AAA certified IAFF Local 134 as the sole and exclusive bargaining agent under the Act after a secret ballot election conducted among sworn AFRD employees.

19.

After months of bargaining between Defendant’s representatives in the Mayor’s Office and IAFF Local 134, the parties successfully negotiated a CBA.

20.

On February 26, 2025, the membership of IAFF Local 134 ratified the CBA by a vote of the membership.

21.

On April 21, 2025, the Atlanta City Council passed Resolution 25-R-3283, adopting the CBA and authorizing the Mayor to execute the CBA in accordance with Section 78-36 of the City of Atlanta Code of Ordinances and the Firefighter’s Mediation Act. Resolution 25-R-3283 contained a copy of the CBA, and the complete Resolution was attested to by the Municipal Clerk. *See* Exhibit 3.

22.

Therefore, the Firefighter’s Mediation Act is incorporated into the CBA, the City of Atlanta Code, and the Atlanta City Council resolution approving the CBA.

The CBA (a copy of which is found within Exhibit 3) provides, among other things, that:

- a) “Consistent with the City of Atlanta Code Section 78-36. – Firefighter’s Mediation Act. 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.” Article 2, Section 2.01.
- b) “This agreement shall become effective upon ratification by the Union and approval by the City of Atlanta City Council.” Article 11, Section 11.01.
- c) “This agreement shall terminate at the end of a 12-month period commencing after execution of the same by the Mayor of Atlanta.” Article 11, Section 11.02.
- d) “The City shall print and publish this Agreement within fourteen (14) days of final approval.” Article 3, Section 3.05.
- e) “There shall be a Labor/Management Committee....” Article 12, Section 12.01. “The committee’s purpose is to facilitate labor-management relations by providing a forum for the free discussion of mutual concerns and problems....” Article 12, Section 12.02. “The committee shall meet monthly at mutually scheduled times and locations.” Article 12, Section 12.03.
- f) “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).” Article 21, Section 21.01.
- g) “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.” Article 27, Section 27.04.
- h) “The following ranks shall be selected by a competitive examination:
  - a. Fire Sergeant/Fire Command Technician” Article 34, Section 34.01.
- i) “To be eligible 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.” Article 34, Section 34.03.

24.

Article 13 of the CBA also contains a thorough grievance and arbitration process. If a conflict is not resolved through the first steps of the Article 13 process, an aggrieved party may inform the other party of its demand for arbitration. “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.” Article 13, Section 13.09.

25.

Defendant’s statutory duty to negotiate in good faith, reduce any agreement to a written contract, and have that negotiated agreement constitute the collective bargaining contract governing firefighters and the municipality for the period stated therein are incorporated into the CBA. *See* O.C.G.A. §§ 25-5-6, 25-5-12; CBA Article 2, Section 2.01.

26.

Mayor Andre Dickens approved Resolution 25-R-3283 on April 24, 2025. Resolution 25-R-3283 incorporated a copy of the CBA.

*The Parties Execute the CBA*

27.

Defendant’s duties to negotiate in good faith, reduce any agreement to a written contract, and have that negotiated agreement constitute the collective bargaining contract governing firefighters and the municipality for the period stated therein are incorporated into the CBA. *See* (O.C.G.A. §§ 25-5-6, 25-5-12).

28.

With adoption of the CBA by the Atlanta City Council and Resolution 25-R-3283’s approval by Mayor Dickens, the parties executed the CBA under the Act and the CBA’s own explicit terms. The parties created a binding collective bargaining agreement.

29.

The parties began holding their contractually obligated labor-management committee meetings.

30.

On June 9, 2025, AFRD Fire Chief Roderick M. Smith emailed all AFRD employees “MEMORANDUM #10 – Issuance of the Collective Bargaining Agreement” and a digital copy of the CBA. In this memorandum, Fire Chief Smith stated that he was “pleased to announce the official issuance of the Collective Bargaining Agreement (CBA) between the City of Atlanta and Local #134.” Defendant Smith also stated, “[t]his agreement, which has been ratified by the Union and approved by the City of Atlanta City Council, is a testament to the hard work and dedication of both negotiating teams.” Fire Chief Smith ends the memo by saying:

“This CBA is a living document, and its effectiveness will depend on our collective commitment to its principles. The AFRD leadership team and I are dedicated to upholding our responsibilities within this agreement, and we look forward to continuing our partnership with each of you to serve our city with excellence.”

A copy of this email and attached memorandum are appended to this Complaint as Exhibit 4.

31.

In addition to the digital copy of the CBA distributed by the Fire Chief to all AFRD employees, physical copies were also distributed. Upon information and belief, the AFRD distributed physical copies of the Resolution—containing the CBA and the Mayor’s signature page—to all fire stations as required in the CBA after final approval by the City. The CBAs physically distributed were printed copies of Resolution 25-R-3283 alongside the CBA and the Mayor’s signature page approving 25-R-3283. A distributed Resolution—containing the CBA and the Mayor’s signature—is attached to this Complaint as Exhibit 5.

32.

On July 21, 2025, Fire Chief Smith issued a memorandum entitled “Clarification Regarding Fire Sergeant Eligibility Requirements for the 2025 Appointment Process.” In this memorandum, Fire Chief Smith reaffirms the CBA’s requirement that Fire Sergeants must have three years of eligibility before taking the test. This criterion, “as stipulated in the existing CBA, must be strictly adhered to[.]” Fire Chief Smith states, “I understand that this news may be disappointing for those of you who have shown interest and may have been anticipating a different eligibility standard. Please know that this decision is made in **strict adherence to the**

**binding terms of our Collective Bargaining Agreement.”** (emphasis added). A copy of this memorandum is appended to this Complaint as Exhibit 6.

33.

In implementing the CBA’s new Fire Sergeant eligibility requirement as part of a demanded compliance with the CBA, the City used the CBA’s “binding terms” to IAFF Local 134’s detriment. Defendant benefited from the contract being in effect and represented to IAFF Local 134 that the CBA was in effect.

34.

On July 22, 2025, Fire Chief Smith emailed Nathan Bailey, IAFF Local 134 President, acknowledging the Union’s request for a proposed change to the eligibility criteria for the upcoming Fire Sergeant promotional test. Fire Chief Smith stated that it was important to ensure a clear and consistent process for all future proposed modifications of the CBA and that future proposals should be offered during the parties’ labor-management committee meetings. A copy of this email is appended to this Complaint as Exhibit 7.

*The City of Atlanta Abrogates the CBA*

35.

On September 23, 2025, IAFF Local 134 emailed AFRD Chief of Staff Raymondo Hampton a grievance under the CBA’s grievance procedure (Article 13, Section 13.04). IAFF Local 134 grieved Defendant’s alleged failure to implement and apply the 14 day/106-hour pay cycle for bargaining unit members required by CBA Articles 21 and 27 as well as Defendant’s failure to automate salary tiers as required by CBA Article 27.

36.

On October 24, 2025, IAFF Local 134 escalated the grievance to Commissioner Calvin Blackburn III, Commissioner of the City of Atlanta’s Department of Human Resources, under the CBA’s grievance procedure (Article 13, Section 13.05). Plaintiff asked Chief of Staff Hampton to confirm the date and time of the next labor-management committee meeting so that they could review the CBA and any evidence from the parties under the CBA’s grievance procedure (Article 13, Section 13.06). A copy of this email within an email thread is appended to this Complaint as Exhibit 8.

37.

On October 29, 2025, Chief of Staff Hampton emailed IAFF Local 134, “[P]lease note that it is my understanding the Collective Bargaining Agreement (CBA) referenced has not yet been signed. As such, the items outline cannot be implemented until the agreement is fully executed by all required parties.” *See* Exhibit 8.

38.

This was the first time Defendant informed IAFF Local 134 that the CBA was not in effect, despite Defendant stating the CBA was binding in official proclamations, conducting AFRD affairs in “strict adherence to the binding terms of our Collective Bargaining Agreement”, and benefiting from the CBA.

39.

Defendant now refuses to participate in the grievance arbitration process of the CBA and has abrogated the CBA in totality.

40.

Despite clear evidence that Defendant entered a binding CBA, Plaintiff is denied the benefits of its bargained-for CBA under the Act.

## **COUNT I**

### **BREACH OF CONTRACT: CBA ABROGATION**

41.

IAFF Local 134 incorporates the preceding paragraphs as if fully set forth herein.

42.

The collective bargaining agreement is a contract between IAFF Local 134 and Defendant, entered pursuant to the Firefighter’s Mediation Act. (O.C.G.A. § 25-5-1, *et seq.*).

43.

The CBA is a valid and enforceable contract.

44.

The City cannot abrogate its negotiated collective bargaining agreement under Firefighter's Mediation Act and the express terms of the parties' CBA.

45.

By incorporating the Firefighter's Mediation Act into their contract, the provisions of the Act are part of the CBA and part of the consideration exchanged between the parties.

46.

Pursuant to Ga. Const. art. I, § II, para. IX(c), the City waives sovereign immunity for actions *ex contractu*. By entering into a written contract with IAFF Local 134 under the Act and Section 78-36, the City waived sovereign immunity in this action.

47.

Under the CBA's Article 13, Section 13.09, "[a]ny dispute, claim, or grievance arising from or relating to the interpretation or application of this agreement shall be submitted to arbitration ... under the established rules and procedures of the AAA."

48.

The City must submit any grievances about the application of the CBA to arbitration.

49.

The City breached its duties under the CBA through its conduct as stated above, including but not limited to:

- a) Refusing to institute the contractually obligated pay cycle;
- b) Failing to institute annual automatic pay increases;
- c) Abrogating the CBA during the lifetime of the agreement; and
- d) Refusing to submit to binding arbitration as required by the CBA.

50.

Because of the City's breaches, IAFF Local 134 has suffered damages in an amount to be proven at trial. The City's sovereign immunity from damages for IAFF Local 134's breach of contract claim is waived under the Georgia Constitution.

51.

The City's breaches were made in bad faith, and so the City is liable for IAFF Local 134's litigation expenses including attorneys' fees under O.C.G.A. § 13-6-11.

**COUNT II**

**BREACH OF CONTRACT: FIREFIGHTER'S MEDIATION ACT**

52.

IAFF Local 134 incorporates paragraphs 1-40 as if fully set forth herein.

53.

The collective bargaining agreement is a written contract between IAFF Local 134 and the City, entered pursuant to the Firefighter's Mediation Act. (O.C.G.A. § 25-5-1, *et seq.*).

54.

The CBA is controlled by the Firefighter's Mediation Act as a general statute and the CBA's own express terms in accordance with the Act.

55.

The Act requires municipalities to negotiate in good faith, reduce any agreement to a written contract, and binds the parties to the collective bargaining contract governing firefighters and the municipality for the period stated in the CBA. *See* O.C.G.A. §§ 25-5-6, 25-5-12.

56.

These rights and obligations are incorporated into the CBA as well as the City of Atlanta Code. CBA Article 2, Section 2.01; Atlanta City Code Section 78-36.

57.

Pursuant to Ga. Const. art. I, § II, para. IX(c), the City waives sovereign immunity for actions *ex contractu*. By incorporating the Act's statutory duties into the CBA (Article 2.01) and into Section 78-36, the City waived sovereign immunity in this action for breach of written contract.

58.

The City breached its obligations to IAFF Local 134 through its conduct as stated above, including, but not limited to, by abrogating a bargained-for written contract made pursuant to the Act.

59.

Because of the City's breaches, IAFF Local 134 has suffered damages in an amount to be proven at trial. The City's sovereign immunity from damages for IAFF Local 134's breach of contract claim is waived under the Georgia Constitution.

60.

The City's breaches were made in bad faith, and so the City is liable for IAFF Local 134's litigation expenses including attorneys' fees under O.C.G.A. § 13-6-11.

**COUNT III**

**BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING**

61.

IAFF Local 134 incorporates paragraphs 1-40 as if fully set forth herein.

62.

Every contract implies a covenant of good faith and fair dealing involving the contract's performance and legal effect.

63.

The City is required by written contract and statute to act in good faith and deal fairly with IAFF Local 134.

64.

The covenant guarantees that the parties remain faithful to the intended and agreed expectations of the parties in their performance of the contract.

65.

The City intentionally, willfully, and in bad faith breached the covenant of good faith and fair dealing in IAFF Local 134's CBA and under Georgia law through the actions as stated above.

66.

In addition, the City's breaches were in bad faith. The City was stubbornly obstinate and duplicitous by failing to resolve the issue upon demand before this lawsuit was filed. The City is taking this action to weaken IAFF Local 134, erode its position as the dutifully elected bargaining unit representative, and avoid contractual liability for its egregious CBA violations.

67.

The City is therefore liable for IAFF Local 134's litigation expenses including attorneys' fees under O.C.G.A. § 13-6-11.

**PRAYER FOR RELIEF**

WHEREFORE, on this 17<sup>th</sup> of March 2026, Atlanta Professional Firefighters, IAFF Local 134, respectfully requests the following relief:

- 1) That process issue against Defendant according to law;
- 2) That this Court enter a judgment for IAFF Local 134 on its Breach of Contract claim and award Plaintiff the damages suffered because of Defendant's breaches;
- 3) That this Court enter a judgment for IAFF Local 134 on its Implied Covenant of Good Faith and Fair Dealing claim and award Plaintiff the damages suffered because of Defendant's breaches;
- 4) That this Court order Defendant to perform under the contract and engage in the grievance process;
- 5) That this Court grant IAFF Local 134 its reasonable expenses and attorneys' fees under O.C.G.A. § 13-6-11;
- 6) That this Court provide a trial by jury for all issues so triable; and
- 7) Such other and further relief as the Court deems just and proper.

Respectfully submitted,

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# **EXHIBIT 1**



**CITY COUNCIL  
ATLANTA, GEORGIA**

**21-O-0661**

**\*\*\*\*AN ORDINANCE BY COUNCILMEMBERS ANDREA L. BOONE, DUSTIN R. HILLIS, MICHAEL JULIAN BOND, MARCI COLLIER OVERSTREET, MATT WESTMORELAND, CLETA WINSLOW, CARLA SMITH, JOYCE M. SHEPERD AND AMIR R. FAROKHI TO AMEND THE CITY OF ATLANTA CODE OF ORDINANCES, PART II (GENERAL ORDINANCES), CHAPTER 78 (FIRE PREVENTION AND PROTECTION), ARTICLE II (DEPARTMENT OF FIRE AND RESCUE), TO CREATE A NEW SECTION 78-36 ENTITLED “FIREFIGHTER'S MEDIATION ACT”, PURSUANT TO O.C.G.A § 25-5-1 AND TO INCORPORATE ALL THE RIGHTS AND PRIVILEGES ENUMERATED IN O.C.G.A § 25-5-1 REGARDING COLLECTIVE BARGAINING AND THE RESOLUTION OF WAGES, HOURS AND WORKING CONDITIONS FOR CITY OF ATLANTA FIREFIGHTERS; AND FOR OTHER PURPOSES.(FAVORABLE BY PUBLIC SAFETY AND LEGAL ADMINISTRATION COMMITTEE RECOMMENDATION 10/11/21)**

WHEREAS, the City of Atlanta (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia;

WHEREAS, the duly elected governing authority of the City is the Mayor and Council thereof (“City Council”);

WHEREAS, O.C.G.A. § 25-5-1, et seq. (“Firefighter's Mediation Act”) sets forth rules and regulations governing firefighter related personnel issues, such as the collective bargaining of firefighters;

WHEREAS, the Firefighter’s Mediation Act provides that for a city’s firefighters to fall under the Act, “the governing authority of the municipality must agree by ordinance that the municipality will be so covered.” O.C.G.A. § 25-5-14;

WHEREAS, the Atlanta City Council desires for the City’s firefighters to be covered under the Firefighter’s Mediation Act;

WHEREAS, this Ordinance will benefit the health and general welfare of the City, its citizens, and the general public; and

WHEREAS, this Ordinance will benefit the labor relations between the City and City of Atlanta Firefighters.

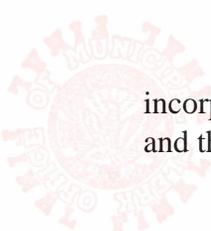
THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY ORDAINS as follows:

SECTION 1: That the City of Atlanta Code of Ordinances, Part II (General Ordinances), Chapter 78 (Fire Prevention and Protection), Article II.- (Department of Fire and Rescue), is hereby amended to create a new Sec. 78-36 entitled “Firefighter's Mediation Act”, pursuant to O.C.G.A § 25-5-1 and to

2021-51 (21-O-0661)

Last Updated: 10/14/21

██████████  
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incorporate all the rights and privileges enumerated in O.C.G.A § 25-5-1 regarding collective bargaining and the resolution of wage, hours, and working conditions for City of Atlanta Firefighters.

**SECTION 2:** That The City of Atlanta Code of Ordinances, Part II (General Ordinances), Chapter 78 (Fire Prevention and Protection), Article II.- (Department of Fire and Rescue), is hereby amended to create a new Sec. 78-36 entitled “Firefighter's Mediation Act as follows:

Sec. 78-36. - Firefighters Mediation Act.

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.

**SECTION 3:** That all ordinances or parts of ordinances in conflict with the terms of this ordinance are hereby waived to the extent of the conflict.

A true copy,



Foris Webb III  
Municipal Clerk

**ADOPTED by the Atlanta City Council  
APPROVED per City Charter Section 2-403**

**OCT 18,2021  
OCT 27, 2021**

# **EXHIBIT 2** □

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**Sec. 78-36. Firefighter's Mediation Act.**

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.

(Ord. No. 2021-51(21-O-0661), §§ 1, 2, 10-27-21)

# **EXHIBIT 3**



**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



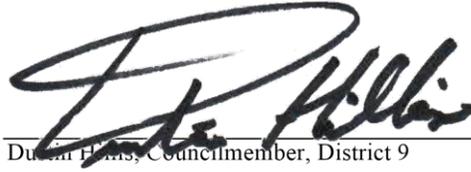
CITY COUNCIL  
ATLANTA, GEORGIA

25-R-3283

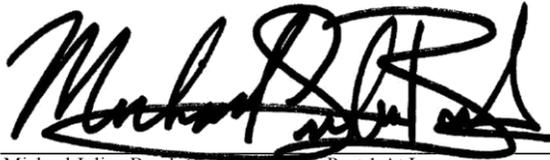
SPONSOR SIGNATURES



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**

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

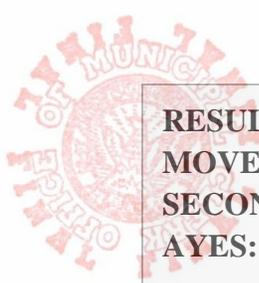
<b>RESULT:</b>	<b>FAVORABLE [UNANIMOUS]</b>	
<b>MOVER:</b>	Andrea L.. Boone, Chair, District 10	
<b>SECONDER:</b>	Dustin Hillis, Vice Chair, District 9	
<b>AYES:</b>	Boone, Hillis, Lewis, Norwood, Collins	
<b>ABSENT:</b>	Byron D. Amos, Michael Julian Bond	

03/26/25 Finance/Executive Committee FAVORABLE

<b>RESULT:</b>	<b>FAVORABLE [UNANIMOUS]</b>	<b>Next: 4/21/2025 1:00 PM</b>
<b>MOVER:</b>	Dustin Hillis, District 9	
<b>SECONDER:</b>	Liliana Bakhtiari, District 5	
<b>AYES:</b>	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

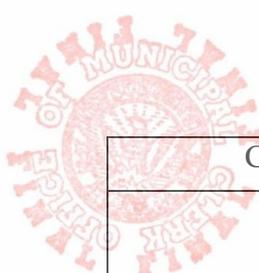
\*\*\*\*A RESOLUTION BY COUNCILMEMBERS ANDREA L. BOONE, DUSTIN HILLIS, AND MICHAEL JULIAN BOND TO AUTHORIZE THE MAYOR, ON BEHALF OF THE CITY OF ATLANTA, TO EXECUTE A COLLECTIVE BARGAINING AGREEMENT (“CBA”) WITH THE LOCAL #134, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS (“IAFF”), IN ACCORDANCE WITH SECTION 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.

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"><li><input type="checkbox"/> FAVORABLE/SUB/CONDITION</li><li><input type="checkbox"/> FAVORABLE ON CONDITION</li><li><input type="checkbox"/> ACCEPTED</li><li><input type="checkbox"/> AMENDED SUBSTITUTE</li><li><input type="checkbox"/> ROUTED TO COW</li><li><input type="checkbox"/> SUSTAINED</li><li><input type="checkbox"/> OVERRIDDEN</li><li><input type="checkbox"/> NOT ACCEPTED BY COMMITTEE</li><li><input type="checkbox"/> SUSTAINED WITHOUT OBJECTION</li><li><input type="checkbox"/> TABLED W/O OBJECTION</li><li><input type="checkbox"/> HELD IN COW</li><li><input type="checkbox"/> POSTPONED</li><li><input type="checkbox"/> RETAINED AS HELD</li><li><input type="checkbox"/> REFER TO ZRB AND ZC W/O OBJECTION</li><li><input type="checkbox"/> AUTOMATICALLY TERMINATED (FILED)</li></ul>	
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--

[Unanimous]



Certified by Presiding Officer	Certified by Clerk
<p style="text-align: center;"><b>CERTIFIED</b></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;"><b>CERTIFIED</b></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**

# **EXHIBIT 4**



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**Memorandum #10 - Issuance of the Collective Bargaining Agreement**

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**From** Fire Chief Office <FireChiefOffice@AtlantaGa.Gov>

**Date** Mon 6/9/2025 2:51 PM

**To** \*AFR All Fire Users <AFRAIFireUsers@atlantaga.gov>

 2 attachments (3 MB)

Memorandum #10 - Issuance of the Collective Bargaining Agreement.pdf; Firefighters' Collective Bargaining Agreement (CBA).pdf;

Greetings,

Please see the attached memorandum, [Memorandum #10 - Issuance of the Collective Bargaining Agreement](#) and [Firefighters' Collective Bargaining Agreement \(CBA\)](#).

Thank you,

Fire Chief's Office

Submit a request for action: [FCO Request for Action](#)

Website: [www.atlantafirerescue.com](http://www.atlantafirerescue.com)

Suggestion: [Submit an employee suggestion](#)

Fire Chief's Office SharePoint: [Atlanta Fire Rescue Department](#)



# ATLANTA FIRE RESCUE DEPARTMENT

Andre Dickens, Mayor

Roderick M. Smith, Fire Chief

## MEMORANDUM #10

**TO:** All AFRD Members

**FROM:** Roderick M. Smith, Fire Chief

**DATE:** June 9, 2025

**SUBJECT:** Issuance of the Collective Bargaining Agreement

I am pleased to announce the official issuance of the **Collective Bargaining Agreement (CBA)** between the City of Atlanta and Local #134, International Association of Fire Fighters. This marks a significant milestone in our commitment to fostering a strong and collaborative working environment for every sworn member of the Atlanta Fire Rescue Department, Captain rank and below. This agreement, which has been ratified by the Union and approved by the City of Atlanta City Council, is a testament to the hard work and dedication of both negotiating teams. It reflects our shared understanding of the critical role AFRD plays in public safety, a pillar of Mayor Dickens' administration, and our mutual commitment to providing the best possible service to the citizens of Atlanta.

While Georgia is a right-to-work state, this CBA establishes clear and equitable standards of employment. It also outlines a framework for the peaceful and fair resolution of any differences that may arise. This document is designed to achieve and maintain harmonious relations between the Employer and the Union, ensuring that we can continue to work together efficiently and effectively. I encourage every one of you to familiarize yourselves with the contents of this agreement. Understanding its provisions is essential for ensuring that we all operate within its framework. You will receive a digital copy of the CBA, and it will be available on our internal and external networks. Two physical copies will also be provided to each fire station or work site for your reference.

This CBA is a living document, and its effectiveness will depend on our collective commitment to its principles. The AFRD leadership team and I are dedicated to upholding our responsibilities within this agreement, and we look forward to continuing our partnership with each of you to serve our city with excellence.

Thank you for your unwavering commitment to the safety and well-being of Atlanta.

# **EXHIBIT 5**



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

**MAYOR'S ACTION AUTHENTICATION PAGE**



**25-R-3283**

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

**APPROVED**

APR 24 2025

**MAYOR**

A handwritten signature in blue ink, appearing to be "Ashley", written over the word "MAYOR".

**MAYOR'S ACTION**

# **EXHIBIT 6**



# ATLANTA FIRE RESCUE DEPARTMENT

Andre Dickens, Mayor

Roderick M. Smith, Fire Chief

## MEMORANDUM

**TO:** All Fire Users  
**FROM:** Roderick M. Smith, Fire Chief *Roderick M. Smith*  
**DATE:** July 21, 2025  
**SUBJECT:** Clarification Regarding Fire Sergeant Eligibility Requirements for the 2025 Appointment Process

I am writing to provide an important clarification regarding the eligibility requirements for the upcoming 2025 Fire Sergeant appointment examination process, as announced in MEMORANDUM #11 on June 9, 2025. As an Administration, we are continually seeking ways to enhance promotional opportunities and expand our talent pool to meet the evolving needs of the department. We recognize the significant interest many of you have in advancing your careers within AFRD, and we deeply appreciate your dedication and commitment to professional growth.

However, based on the current terms of our Collective Bargaining Agreement (CBA), specifically Article 34, Section 34.03 (Fire Sergeant), the eligibility requirement for competing for the rank of Fire Sergeant remains:

"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."

As the written examination is scheduled for August 24, 2025, for the current 2025 Fire Sergeant appointment process, the three-year eligibility criterion, as stipulated in the existing CBA, must be strictly adhered to as of that date. This means that, unfortunately, any applications received from individuals who will not have at least three years of continuous service as a sworn member of the Fire Rescue Department immediately before August 24, 2025, cannot be processed for this examination cycle.

I understand that this news may be disappointing for those of you who have shown interest and may have been anticipating a different eligibility standard. Please know that this decision is made in strict adherence to the binding terms of our Collective Bargaining Agreement.



# ATLANTA FIRE RESCUE DEPARTMENT

Andre Dickens, Mayor

Roderick M. Smith, Fire Chief

We sincerely thank you for your continued interest in leadership positions within AFRD and for your commitment to the department. I strongly encourage all eligible members to continue their professional development and to apply for future promotional opportunities as they meet the established criteria.

Your dedication is vital to the success of the Atlanta Fire Rescue Department and the safety of our city.

# **EXHIBIT 7**



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## Acknowledgment of Request for Change to Sergeants Promotional Process Eligibility Criteria and Process for Collective Bargaining Agreement Amendments

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**From** Smith, Rod <RMSmith@AtlantaGa.Gov>

**Date** Tue 7/22/2025 12:00 PM

**To** Bailey, Nathan <NBailey@AtlantaGa.Gov>; Hampton, Raymondo <RHampton@AtlantaGa.Gov>

**Cc** McLemore, James <JMcLemore@AtlantaGa.Gov>

Dear President Bailey,

This letter acknowledges receipt of your request regarding a proposed change to the eligibility criteria for the upcoming Sergeants promotional process. We appreciate your proactive engagement in matters affecting our valued employees.

As we establish the foundational practices for managing our Collective Bargaining Agreement (CBA), particularly as this is our first such agreement, it is important to ensure a clear and consistent process for all future proposed modifications.

Per the terms outlined in our Collective Bargaining Agreement:

1. Initial Discussion Forum – Labor/Management Committee:

- Article 12, Section 12.02 of our CBA states that the Labor/Management Committee's purpose is "to facilitate labor-management relationships by providing a forum for the free discussion of mutual concerns and problems." This committee is the appropriate venue for initial discussions on proposed changes or modifications to the CBA.
- We request that you formally introduce this proposed change to the Sergeants promotional process eligibility criteria at an upcoming Labor/Management Committee meeting. This will allow for thorough discussion, clarification, and consideration by both Employer and Union representatives. Please submit this item for the meeting agenda in advance, as per Section 12.05.

2. Formal Amendment Process – Mutual Consent and Written Agreement:

- Any formal alteration, amendment, or change to the Collective Bargaining Agreement must strictly adhere to Article 3, Section 3.04, which stipulates: "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."

# **EXHIBIT 8**

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**From:** Bailey, Nathan <Nbailey@AtlantaGa.Gov>  
**Sent:** Thursday, October 30, 2025 7:07 AM  
**To:** Daniel Sweat; Nicolas Stanojevich  
**Subject:** Fwd: Grievance Procedure for CBA-Conflict Resolution

You don't often get email from nbailey@atlantaga.gov. [Learn why this is important](#)

Nate Bailey  
President  
Atlanta Professional Firefighters

Begin forwarded message:

**From:** "Hampton, Raymondo" <RHampton@atlantaga.gov>  
**Date:** October 29, 2025 at 3:59:29 PM EDT  
**To:** "Bailey, Nathan" <Nbailey@atlantaga.gov>, "Blackburn, Calvin" <CBlackburn@atlantaga.gov>  
**Cc:** "Smith, Rod" <RMSmith@atlantaga.gov>, "Rashad, Alvin" <arashad@atlantaga.gov>, "Knott, Christopher E." <CEKnott@atlantaga.gov>  
**Subject: Re: Grievance Procedure for CBA-Conflict Resolution**

Good afternoon,

President Bailey,

Please note that it is my understanding the Collective Bargaining Agreement (CBA) referenced has not yet been signed. As such, the items outlined cannot be implemented until the agreement is fully executed by all required parties.

Best,

<Outlook-dcmubwbb.png>

**Chief  
Ray  
Hampton**

Chief of Staff

**Atlanta Fire Rescue  
Department**  
rhampton@atlantaga.gov  
Work Cell # 404-750-3007  
Personal Cell#404-358-5720

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**From:** Bailey, Nathan <NBailey@AtlantaGa.Gov>  
**Sent:** Friday, October 24, 2025 2:34 PM  
**To:** Blackburn, Calvin <CBlackburn@AtlantaGa.Gov>  
**Cc:** Hampton, Raymondo <RHampton@AtlantaGa.Gov>; Smith, Rod <RMSmith@AtlantaGa.Gov>;  
Rashad, Alvin <arashad@AtlantaGa.Gov>; Knott, Christopher E. <CEKnott@AtlantaGa.Gov>  
**Subject:** Grievance Procedure for CBA-Conflict Resolution

Commissioner Blackburn,

It has been 30 days since we notified Chair Hampton about the conflicts in the CBA. Chair Hampton was emailed on 9/23.

Pursuant to Article 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.

Pursuant to Article 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.

We have a conflict of these matters-

1. The city's failure to implement the new 14 day/106 hour pay cycle required by article 21 and 27.07
2. The city's failure to automate salary tiers required by article 27.04

We look forward to the next Labor Management Meeting. Chair Hampton, we ask for you to please confirm the date and time so that all parties can make arrangements to attend. Please send the invite to Vice President Alvin Rashad and Trustee Chris Knott as well.

Thank you so much,

Nate Bailey  
President  
Atlanta Professional Firefighters,  
IAFF Local 134