



COUNCIL AGENDA STATEMENT

Meeting Date: October 13, 2020
To: Honorable Mayor and City Councilmembers
From: Charles Lindsey, City Manager

Agenda Item: Resolution 2020-71, Ratifying The Collective Bargaining Agreement Between The City Of Marathon, Florida And The Professional Firefighters Of Marathon, International Association Of Firefighters Local 4396, Authorizing The City Manager To Execute The Agreement On Behalf Of The City; And Providing For An Effective Date.

BACKGROUND & JUSTIFICATION:

The attached contract represents the labor contract negotiated by the City and the Local 4396 labor union. Local 4396 of the Professional Firefighters approved the contract by a majority vote as stated in an email received by Union president on September 28, 2020. This contract is being submitted for your consideration and is the result of many months of well-intended, hard fought but fair negotiating by both sides.

The proposal of this agreement could not have reached this point without the hard work, patience and commitment of the Union's executive committee. The City and the executive committee both agree this contract will not only help current Union members from seeking employment in larger departments but also attract more Firefighter/Paramedics who want to make the Marathon Fire Rescue Services a career choice instead of a training department.

CONSISTENCY CHECKLIST:

Table with 3 columns: Item, Yes, No. Row 1: 1. Comprehensive Plan, Yes: blank, No: blank. Row 2: 2. Other, Yes: blank, No: blank. Row 3: 3. Not applicable, Yes: blank, No: blank.

FISCAL NOTE:

The Collective Bargaining Agreement will serve to stabilize the future personnel costs of the Fire Department and will result in savings to the City over the term of the contract.

Approved by Finance Department

RECOMMENDATION:

Council approve Resolution

Sponsored by: Lindsey

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2020-71**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, RATIFYING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF MARATHON, FLORIDA AND THE PROFESSIONAL FIREFIGHTERS OF MARATHON, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 4396, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Marathon, Florida (the “City”), and the Professional Firefighters of Marathon, International Association of Firefighters Local 4369 (the “Union”) negotiated a proposed Collective Bargaining Agreement; and

**WHEREAS**, the Union membership voted and ratified the proposed Collective Bargaining Agreement by majority vote of the votes cast by the Union members.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:**

**Section 1.** The above recitals are true and correct and incorporated herein.

**Section 2.** The Collective Bargaining Agreement between the City and the Union, a copy of which is attached as Exhibit “A,” is hereby approved and ratified. The City Manager is authorized to execute the agreement on behalf of the City.

**Section 3.** This resolution shall take effect upon its adoption.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 13<sup>th</sup> DAY OF OCTOBER 2020.**

**THE CITY OF MARATHON, FLORIDA**

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**Steve Cook, Mayor**

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

**ATTEST:**

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Diane Clavier, City Clerk

(City Seal)

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE  
AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:**

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Steve Williams, City Attorney

<b>MARATHON FIRE RESCUE SOPS</b>			
	<b>Subject:</b> Hiring Process		<b>No.</b> 208.0
	<b>Effective:</b> 09/23/2020	<b>Expiration:</b>	<b>Page:</b> 1
	<b>Initiated by:</b> John A. Johnson		
<b>Approved By:</b>		John A. Johnson, Fire Chief	

I. Scope

Standard for hiring process for the City of Marathon Fire Rescue Department Paramedic/Firefighter full time employment.

II. Procedure

- A. Fill out an Application through the City of Marathon Human Resources Department.
- B. Complete the Marathon Fire Rescue Physical Test including all paperwork that is in the packet. (Must Pass to Move on to next step)
- C. Take and Pass a Fire Practical Skills Exam.
- D. Take and Pass a Paramedic Practical Skills Exam.
- E. Oral interview with Department Staff.

All the above tasks must be completed with a satisfactory grade to be considered for employment. The scores will be recorded, and a list will be created for open positions with the Department.

## MARATHON FIRE RESCUE STANDARD OPERATING PROCEDURES

**Subject:** TRAINING

**S.O.P.** 402.01

**Effective:** 4/2003

**Revised:** 10/18/2018

**Page:** 1 of 1

### I. Scope

This standard applies to all training conducted by or for the Department. It was promulgated to:

- A. Prevent occupational accidents, deaths, injuries, and illnesses.
- B. Ensure that all members are able to properly perform their assigned duties in a safe manner.

### II. General

- A. The Department shall provide training to its members to update them on new practices and techniques and to help them maintain individual skill levels.
  - 1. Sufficient training will be scheduled each calendar year to allow members to maintain their EMT or Paramedic certification.
  - 2. Sufficient training shall also be scheduled each calendar year to allow members to maintain their firefighter certifications.
- B. All emergency medical training shall be approved by the Department's Medical Director and shall be taught by an instructor determined by the Medical Director to be qualified.
- C. All fire suppression and rescue training shall be approved by the Fire Chief and shall be conducted under the supervision of a certified instructor.
- D. The Shift Supervisor on each shift has been assigned to supervise training on their respective shift and fill out proper training forms. These forms shall be forwarded to the Administrative Office by the end of each shift.
- E. All training involving live-fire exercises shall be conducted in compliance with the provisions of NFPA 1403, *Standard on Live Fire Training Evolutions*.

### III. Responsibilities

- A. Each member shall be responsible for maintaining their fire and EMS skills at a level sufficient to retain the certifications required for his job and to meet the established minimum standards of performance.
- B. Officers shall ensure that all members under their command maintain their certification and skill levels. The officer shall also be responsible for maintaining his company's certification and skill at a level sufficient to meet the established minimum standards of performance.

The following agreement is a commitment to the conditions of employment between

\_\_\_\_\_ (referred to herein as the Company) and

\_\_\_\_\_ (employee name).

I, \_\_\_\_\_ (employee name) understand that as a result of my violation of the Company Substance Abuse Policy, I have been formally informed by the Company that my employment as of this date \_\_\_\_\_ is conditional regarding my compliance with the conditions enumerated below.

I agree to:

1. An evaluation by a Substance Abuse Professional (SAP), that has been approved by the Company; and
2. Enroll in a rehabilitation program, that has been approved by the Company and the SAP, for professional treatment regarding my substance abuse problem; and
3. Provide a return-to-work specimen for drug and/or alcohol that meets the requirements of the Company Substance Abuse Policy, for substance abuse testing prior to my request to be reinstated as an employee of the Company. This specimen must be reported to the Company as an unadulterated "Negative", prior to my return to work; and
4. Request to be reinstated for duty by the Company only after presenting a "recommendation" for a return to duty "signed by my treatment counselor; and
5. Follow the treatment prescribed by my treatment counselor to its conclusion; and
6. Consent to "follow-up" substance abuse testing at the request of the Company for a period of up to 12 months;  
and
7. Be held responsible for the actual cost of any substance abuse testing and treatment required during this 12- month period.
8. Be subject to all other work rules including attendance, tardiness, and job performance issues.
9. Agree to sign a release of information statement to allow my treatment provider to report to the Company any lapse or missed treatment sessions.

Failure to comply with these conditions or a second positive test result, a refusal to test, or an adulterated test result will be just cause for my immediate termination.

**To be read to employee by Company official:** by signing below you are indicating that you understand this agreement. If you do not understand this agreement, I will be glad to explain it to you now. If you understand and agree to the conditions of this Last Chance Agreement and commit to comply with these conditions, and you understand that any violation of the above conditions, including another positive test result or refusal, will be grounds for termination of employment, please indicate such by signing your name, and today's date, below.

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**Employee Signature/ Date**

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**Witness – Supervisor/ Date**

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**Witness – HR Director/ Date**

	City Of Marathon Pay Scale 2020/2021												
	Entry	Step 1	Step 2	Step 3	Step 4	Year 5	Step 6	Step 7	Step 8	Step 9	Year 10	Year 15	Year 20
FF/EMT	\$ 43,630.08	\$ 44,938.98	\$ 46,287.15	\$ 47,675.77	\$ 49,106.04	\$ 51,561.34	\$ 53,108.18	\$ 54,701.43	\$ 56,342.47	\$ 58,032.74	\$ 62,675.36	\$ 67,689.39	\$ 71,073.86
HR/Rate	\$ 17.48	\$ 18.00	\$ 18.54	\$ 19.10	\$ 19.67	\$ 20.66	\$ 21.28	\$ 21.92	\$ 22.57	\$ 23.25	\$ 25.11	\$ 27.12	\$ 28.48
FF/EMT-P	\$ 45,027.84	\$ 46,378.68	\$ 47,770.04	\$ 49,203.14	\$ 50,679.23	\$ 53,213.19	\$ 54,809.59	\$ 56,453.88	\$ 58,147.49	\$ 59,891.92	\$ 64,683.27	\$ 69,857.93	\$ 73,350.83
HR/Rate	\$ 18.04	\$ 18.58	\$ 19.14	\$ 19.71	\$ 20.30	\$ 21.32	\$ 21.96	\$ 22.62	\$ 23.30	\$ 24.00	\$ 25.91	\$ 27.99	\$ 29.39
Driver Engineer/EMT-P/A	\$ 47,274.24	\$ 48,692.47	\$ 50,153.24	\$ 51,657.84	\$ 53,207.57	\$ 55,867.95	\$ 57,543.99	\$ 59,270.31	\$ 61,048.42	\$ 62,879.87	\$ 67,910.26	\$ 73,343.08	\$ 77,010.24
HR/Rate	\$ 18.94	\$ 19.51	\$ 20.09	\$ 20.70	\$ 21.32	\$ 22.38	\$ 23.05	\$ 23.75	\$ 24.46	\$ 25.19	\$ 27.21	\$ 29.38	\$ 30.85
Lieutenant EMT-P	\$ 51,192.96	\$ 52,728.75	\$ 54,310.61	\$ 55,939.93	\$ 57,618.13	\$ 60,499.03	\$ 62,314.00	\$ 64,183.43	\$ 66,108.93	\$ 68,092.20	\$ 73,539.57	\$ 79,422.74	\$ 83,393.87
HR/Rate	\$ 20.51	\$ 21.13	\$ 21.76	\$ 22.41	\$ 23.08	\$ 24.24	\$ 24.97	\$ 25.71	\$ 26.49	\$ 27.28	\$ 29.46	\$ 31.82	\$ 33.41
Captain EMT-P	\$ 54,312.96	\$ 55,942.35	\$ 57,620.62	\$ 59,349.24	\$ 61,129.71	\$ 64,186.20	\$ 66,111.79	\$ 68,095.14	\$ 70,137.99	\$ 72,242.13	\$ 78,021.51	\$ 84,263.23	\$ 88,476.39
HR/Rate	\$ 21.76	\$ 22.41	\$ 23.09	\$ 23.78	\$ 24.49	\$ 25.72	\$ 26.49	\$ 27.28	\$ 28.10	\$ 28.94	\$ 31.26	\$ 33.76	\$ 35.45
Inspector FF/EMT-P	\$ 51,192.96	\$ 52,728.75	\$ 54,310.61	\$ 55,939.93	\$ 57,618.13	\$ 60,499.03	\$ 62,314.00	\$ 64,183.43	\$ 66,108.93	\$ 68,092.20	\$ 73,539.57	\$ 79,422.74	\$ 83,393.87
HR/Rate	\$ 24.61	\$ 25.35	\$ 26.11	\$ 26.89	\$ 27.70	\$ 29.09	\$ 29.96	\$ 30.86	\$ 31.78	\$ 32.74	\$ 35.36	\$ 38.18	\$ 40.09
Logistics FF/PM	\$ 37,523.20	\$ 38,646.40	\$ 39,811.20	\$ 39,873.60	\$ 42,224.00	\$ 44,345.60	\$ 45,676.80	\$ 47,049.60	\$ 48,464.00	\$ 49,920.00	\$ 53,393.60	\$ 57,665.09	\$ 60,548.34
HR/Rate	\$ 18.04	\$ 18.58	\$ 19.14	\$ 19.17	\$ 20.30	\$ 21.32	\$ 21.96	\$ 22.62	\$ 23.30	\$ 24.00	\$ 25.67	\$ 27.72	\$ 29.11



<b>MARATHON FIRE RESCUE SOPS</b>			
	<b>Subject:</b> CrewSense		<b>No. 207</b>
	<b>Effective:</b> 10/01/2019	<b>Expiration:</b>	<b>Page: 3 of 3</b>
	<b>Initiated by: John A. Johnson</b>		
<b>Approved By:</b>		John A. Johnson, Fire Chief	

**Purpose:** To provide a process for establishing shift exchanges/trades and for hiring overtime in an efficient and equitable manner.

**Administrative Responsibility:**

Shift supervisors are responsible for ensuring adequate shift coverage by managing CrewSense for shift exchanges/trades and callback for overtime that results from Annual PTO picks, Scheduled PTO, Comp Time and Education leave requests.

On duty shift supervisors are responsible for ensuring adequate shift coverage for the following shift by managing CrewSense callback for overtime that results from unscheduled PTO.

Shift supervisors are responsible for utilizing CrewSense to establish their shift's truck and station assignments one (1) month in advance.

**Procedures:**


**Shift Exchanges/Trades:**

All Shift exchanges/trades will be initiated through CrewSense. Each exchange/trade must be rank for rank and submitted and accepted by both shift personnel and approved by the supervisor of the employee initiating the request at least twenty-four (24) hours prior to the exchange/trade and in accordance with Article 28 of the Collective Bargaining Agreement.

Emergency exchanges shall be approved by the Fire Chief or his designee.

**PTO, Comp Time and Education Leave:**

To allow for desired staffing, overtime that results from PTO, comp and education leave shall first be offered to the employee on Kelly Day, then offered to rank for rank positions before exhausting all employees eligible for callback.

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	<b>Initiated by: John A. Johnson</b>		
<b>Approved By:</b>		John A. Johnson, Fire Chief	

Exceptions will be made at all times to provide for mandatory staffing of a Company Officer and Driver Engineer at Station 14.

PTO and Comp Time leave requests must be submitted in accordance with Articles 27 and 29 of the Collective Bargaining Agreement. Education leave requests must be submitted in accordance with Article 29 of the Collective Bargaining Agreement and approved by the Fire Chief or his/her designee.

**Overtime Callback:**


It is understood that callback will be utilized to fill shifts only when personnel falls below minimum staffing levels as determined by department SOPs and the Collective Bargaining Agreement. An overtime list shall be established and used to determine callback priority through CrewSense.

All scheduled and unscheduled PTO shall first be offered by the on-duty shift supervisor to the employee on Kelly via CrewSense manual notifications. It is understood that a double Kelly day will first be offered to the employee on Kelly with the least amount of callback hours.

Mandatory coverage for a Company Officer and Driver Engineer at Station 14 will supersede Kelly day offering. To maintain appropriate and desired staffing levels, Station 15 overtime slots shall be offered to a Company Officer or Driver Engineer prior to being offered to a firefighter not on Kelly Day. The position being filled with callback is the one that is incurring the overtime. It is understood that slots due to Company Officers on Kelly day will be offered first to person on Kelly, Firefighter, Driver Engineer and then Company Officer, in that order.

**For dates turned down by the employee on Kelly, PTO pick slots will be moved to callback at least thirty (30) days prior to the dates requiring to be filled.**

Eligible employees are ranked in the system (callback ranking) based on number of overtime hours earned, those with the least number of hours being placed at the top of the list. Overtime callback will be offered to and accepted by all

<b>MARATHON FIRE RESCUE SOPS</b>			
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	<b>Initiated by: John A. Johnson</b>		
<b>Approved By:</b>		John A. Johnson, Fire Chief	

eligible employees via phone call, text messaging, email or the mobile application, as selected by the employee.

Overtime sent to callback for all eligible employees shall follow an automatic time schedule per employee **before moving to the next employee** on the overtime list until filled based on the following:

**Callback Scheduling:**

Unscheduled PTO after 2000 – no wait time (all eligible employees notified simultaneously)

Unscheduled PTO before 2000 – five (5) minutes

Scheduled PTO and Comp time requested with greater than two (2) weeks advanced notice: two (2) hours

Scheduled PTO and Comp time requested between one (1) week but less than two (2) weeks advanced notice: one (1) hour

Emergency PTO and Comp Time requested less than one week but greater than twenty five (25) hours advanced notice: thirty (30) minutes

Emergency PTO and Comp Time requested twenty four (24) hours in advance: five (5) minutes

NOTE:


Cancellations -

All cancellations must be submitted via email to the direct supervisor no less than seven (7) calendar days prior to the scheduled time off unless mutually agreed upon by both parties.


A callback overtime shall be removed from the schedule when a bargaining unit member cancels scheduled time off.

Forced Overtime -

Forced overtime occurrences do not affect callback ranking.

<b>MARATHON FIRE RESCUE SOPS</b>			
	<b>Subject:</b> CrewSense		<b>No. 207</b>
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	<b>Initiated by: John A. Johnson</b>		
<b>Approved By:</b>		John A. Johnson, Fire Chief	

Forced overtime occurrences that results from a cancelled callback will result in hours charged to the employee's overtime bank.

<b>MARATHON FIRE RESCUE SOPS</b>			
	<b>Subject:</b> Assignments and Transfers		<b>No.</b> 209.0
	<b>Effective:</b> 10/1/20	<b>Expiration:</b>	<b>Page:</b> 1
	<b>Initiated By:</b> Shana J. Rogers, Lieutenant		
<b>Approved By:</b> John A. Johnson, Fire Chief			

**I. Scope:**

Standard for establishing Assignments and Transfers of personnel for the City of Marathon Fire Rescue Department.

**II. Procedure:**


Assignments and transfers may be processed when a slot becomes vacant and when a transfer or exchange is requested that involves one or more non-probationary Members of the same rank or job title and is ultimately determined to be beneficial for the affected individuals and the Department.

All requests for transfers shall be submitted in writing to the shift officers and processed together with the office of the Fire Chief.

**Section 1: Shift Assignments**

I. Vacancies: Assignments of available slots shall first be made available to current Members. If interested, Members shall indicate their preference for a change in shift assignment and submit in writing to their respective officer for processing with the Fire Chief or designee. A Member's seniority will be considered when processing shift assignments in the event more than one request is submitted for a competing slot. A request may be denied should it violate Department and/or HR policy or the Fire Chief, at his or her discretion, deems that such a transfer will not be beneficial for the shifts affected by the request.

II. Changes in Job Titles: Members who promote or successfully test into another position described in this CBA, Article 29, will be assigned to the slot that is vacant.


<b>MARATHON FIRE RESCUE SOPS</b>			
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	<b>Initiated By:</b> Shana J. Rogers. Lieutenant		
<b>Approved By:</b> John A. Johnson, Fire Chief			

**Section 2:** Assignment of Kelly Days

Available Kelly slots shall first be filled by current shift personnel and determined by seniority.

Kelly days are assigned to a new hire based on available slots and/or at the discretion of the shift officer.

It is understood that only one member per shift can occupy a Thursday, Friday or Saturday Kelly day.

<b>MARATHON FIRE RESCUE SOPS</b>			
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	<b>Effective:</b> 10/1/19	<b>Expiration:</b>	<b>Page:</b> 1
	<b>Initiated By:</b> John A. Johnson, Fire Chief		
<b>Approved By:</b> John A. Johnson, Fire Chief			

**SOP – CrewSense:**

**Purpose:** To provide a process for establishing shift exchanges/trades, leave requests and for hiring overtime in an efficient and equitable manner.

**Administrative Responsibility:**

Shift supervisors are responsible for ensuring adequate shift coverage by managing CrewSense for shift exchanges/trades and callback for overtime that results from Annual PTO picks, Scheduled PTO, Comp Time and Education leave requests.

On duty shift supervisors are responsible for ensuring adequate shift coverage for the following shift by managing CrewSense callback for overtime that results from unscheduled PTO.


Shift supervisors are responsible for utilizing CrewSense to establish their shift’s truck and station assignments two (2) months in advance.

**Procedures:**

**Shift Exchanges/Trades:**

All Shift exchanges/trades will be initiated through CrewSense. Each exchange/trade must be rank for rank and submitted and accepted by both shift personnel and approved by the supervisor of the employee initiating the request at least twenty-four (24) hours prior to the exchange/trade and in accordance with Article 31 of the Collective Bargaining Agreement.

Emergency exchanges shall be approved by the Fire Chief or his designee.

<b>MARATHON FIRE RESCUE SOPS</b>			
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	<b>Initiated By:</b> John A. Johnson, Fire Chief		
<b>Approved By:</b> John A. Johnson, Fire Chief			

**PTO, Comp Time and Education Leave:**

All PTO, Comp Time and Education leave requests will be initiated through CrewSense. To allow for desired staffing, overtime that results from PTO, comp and education leave shall first be offered to the employee on Kelly Day, then offered to rank for rank positions before exhausting all employees eligible for callback. Exceptions will be made at all times to provide for mandatory staffing of a Company Officer and Driver Engineer at Station 14. Unless authorized by the Fire Chief, no more than two (2) time off requests will be approved per shift.

PTO and Comp Time leave requests must be submitted in accordance with Article 30 of the Collective Bargaining Agreement.


Education leave must be submitted in accordance with Article 32 of the Collective Bargaining Agreement. Supportive documentation shall be submitted and finalized through the Fire Chief’s office prior to the officer approving the leave through CrewSense.

**Overtime Callback:**

It is understood that callback will be utilized to fill shifts only when personnel falls below minimum staffing levels as determined by department SOPs and the Collective Bargaining Agreement. An overtime list shall be established and used to determine callback priority through CrewSense.

All scheduled and unscheduled PTO shall first be offered by the on duty shift supervisor to the employee on Kelly via CrewSense manual notifications. It is understood that a double Kelly day will first be offered to the employee on Kelly with the least amount of callback hours.



<b>MARATHON FIRE RESCUE SOPS</b>			
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	<b>Initiated By:</b> John A. Johnson, Fire Chief		
<b>Approved By:</b> John A. Johnson, Fire Chief			

Mandatory coverage for a Company Officer and Driver Engineer at Station 14 will supersede Kelly day offering. To maintain appropriate and desired staffing levels, Station 15 overtime slots shall be offered to a Company Officer or Driver Engineer prior to being offered to a firefighter not on Kelly Day. The position being filled with callback is the one that is incurring the overtime. It is understood that slots due to Company Officers on Kelly day will be offered first to person on Kelly, Firefighter, Driver Engineer and then Company Officer, in that order.

**For dates turned down by the employee on Kelly, PTO pick slots will be moved to callback at least thirty (30) days prior to the dates requiring to be filled.**

Eligible employees are ranked in the system (callback ranking) based on number of overtime hours earned, those with the least number of hours being placed at the top of the list. Overtime callback will be offered to and accepted by all eligible employees via phone call, text messaging, email or the mobile application, as selected by the employee.

Overtime sent to callback for all eligible employees shall follow an automatic time schedule per employee **before moving to the next employee** on the overtime list until filled based on the following:

**Callback Scheduling Notifications:**

Unscheduled PTO after 2000 – one (1) minute.


Unscheduled PTO before 2000 – five (5) minutes

Scheduled PTO and Comp time requested with greater than two (2) weeks advanced notice: two (2) hours

Scheduled PTO and Comp time requested between one (1) week but less than two (2) weeks advanced notice: one (1) hour

Emergency PTO and Comp Time requested less than one week but greater than twenty five (25) hours advanced notice: thirty (30) minutes

Emergency PTO and Comp Time requested twenty four (24) hours in advance: five (5) minutes

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	<b>Effective:</b> 10/1/19	<b>Expiration:</b>	<b>Page:</b> 4
	<b>Initiated By:</b> John A. Johnson, Fire Chief		
<b>Approved By:</b> John A. Johnson, Fire Chief			

**NOTE:**

Cancellations -

All cancellations must be submitted via email to the direct supervisor no less than seven (7) calendar days prior to the scheduled time off unless mutually agreed upon by both parties.

A callback overtime shall be removed from the schedule when a bargaining unit member cancels scheduled time off.

Forced Overtime -

Forced overtime occurrences do not affect callback ranking.

Forced overtime occurrences that results from a cancelled callback will result in hours charged to the employee's overtime bank.