

ARTICLE 16
WORK RULES AND PREVAILING RIGHTS

Section 1: It is understood and agreed by both parties that the duties performed by members of the bargaining unit cannot always be covered by job descriptions and, therefore, members of the bargaining unit may be required to perform duties in addition to those listed in the current job descriptions which are in the judgment of the Employer, related to the purposes of the Employer, which judgment shall not be arbitrary, capricious or unreasonable. Those additional duties performed by members of the bargaining unit in the past and at present time are presumed to be reasonable and proper.

Section 2: Employer will not act in a capricious manner or arbitrarily change Rules and Regulations and/or SOPs. Any Rule or Regulation and/or SOP currently in effect which is in conflict with this Agreement shall be null, void, unenforceable and of no effect.

Section 3: All rights and working conditions of the employees at the present time and known to the Fire Chief, but which are not specifically included in this Agreement, shall be presumed to be reasonable and proper and shall not be changed by the Employer in an arbitrary or capricious manner; provided that nothing continued herein shall limit the Employer's rights under Section 1, 2, and 3.

Section 4: Prior to the implementation of any changes in the existing Employer Rules and Regulations and/or SOPs, the Fire Chief shall provide a minimum of twenty (20) calendar days notice, unless a shorter period is dictated by justified emergency to the Union. Upon the giving of notice, the Fire Chief shall establish a time when representatives of the Union may meet with the Fire Chief or designee to discuss the change in Rules and Regulations and/or SOPs, provided that any meeting that occurs shall not delay or prohibit implementation of the Rules and Regulations and/or SOPs. If at the end of the twenty (20) calendar days the Union has not responded, the change may be implemented.