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TOWNSHIP OF MORRIS

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RESOLUTION NO. 163-23

RESOLUTION OF THE TOWNSHIP OF MORRIS - RE: FMBA, LOCAL NO. 70 AND TOWNSHIP OF MORRIS- SIDE BAR AGREEMENT – TRIAL SCHEDULE

BE IT RESOLVED, by the Township Committee of the Township of Morris, State of New Jersey, that the Deputy Mayor / Fire Standing Committee Chair is hereby authorized to sign the Side Bar Agreement for a Trial Schedule, upon execution by, President of the Fireman's Mutual Benevolent Association No. 70.

I, Suzanne V. Walsh, Township Clerk of the Township of Morris, Morris County, New Jersey do hereby certify that the forgoing is a true copy of a resolution adopted by the Governing Body at a duly authorized meeting held on June 21, 2023.

Suzanne V. Walsh, RMC
Township Clerk
Township of Morris, Morris County
State of New Jersey

SIDEBAR AGREEMENT
Between
THE TOWNSHIP OF MORRIS
And
FMBA LOCAL NO. 70

This Sidebar Agreement incorporates the full, final and complete agreement (“Agreement”) between the Township of Morris (“Township”) and FMBA Local 70 (“FMBA”) (collectively referred to as “Parties”), through their representatives, and incorporates the terms set forth below.

It is understood and agreed that there shall be no changes in the existing terms and conditions of employment between the Parties except for those that are specified below. It also understood and agreed upon by the Parties that the terms set forth herein, specifically the agreed upon Trial Schedule, shall be for a period of 12-months to commence within 30 days of this Sidebar being ratified by both Parties or a later date mutually agreed upon by the parties but no later than October 2023 (“Effective Date”), and shall not become a permanent part of the collective negotiations’ agreement unless and until the Parties, by way of a separate agreement, provide for the permanent implementation of the new schedule, modifying Article XXII Scheduling, Section E, along with other impacted provisions as set forth below.

It is further understood and agreed that the Trial Schedule will be initiated and reviewed by the Fire Chief, approximately ten months after its commencement to ascertain whether it is appropriate to maintain the schedule at the end of the Trial Period. If the Chief determines modifications to the schedule should be made, he will initiate discussions with the FMBA. At the conclusion of the twelve (12) month term, the Fire Chief will determine whether to continue the Trial Schedule. The Fire Chief shall have sole discretion to end the Trial Schedule, at the end of the 12-month period, and revert to the schedule set forth in the collective negotiations’ agreement

upon 30 days' notice. No modifications to the Trial Schedule, process or procedure shall occur without negotiation between the Parties.

I. 24/72 Trial Schedule

There shall be a Trial Period consisting of twelve months commencing on or before the Effective Date, and continuing for twelve consecutive months thereafter.

During the Trial Period, Morris Township Fire Stations 1 and 2, Mt Kemble and Collinsville, shall operate with a Trial Schedule set forth herein.

During the Trial Period, the following sections shall replace the respective contract provisions of the Parties collective negotiations' agreement in its entirety.

Art XXII SCHEDULING:

E. Stations 1 and 2, Mt Kemble and Collinsville, shall be staffed by 4 Tours who shall work a Day with three full calendar days off prior to being scheduled to work the next Day. A "Day" shall consist of two consecutive Shifts and shall commence at 0700 and conclude twenty-four hours later at 0700. A "Shift" shall be either the Day Shift or the Night Shift. The "Day Shift" shall be one 10-hour shift, which shall commence at 0700 and continue until 1700. The "Night Shift" shall be one 14-hour shift, which shall commence at 1700 and continue until 0700. There will be four firefighters scheduled per Tour (24/72 Firefighters). Two firefighters can be scheduled off during the Night Shift. Up to 3 firefighters can be scheduled off during the Day Shift among all of the Morris Township fire stations excluding the appointed full-time fire inspector. See attached sample schedule set forth in Exhibit 1 to this Agreement.

In the event a firefighter assigned to Stations 1 or 2 is anticipated to be absent for an extended period of time, then the Office of the Chief shall seek volunteers to cover the vacant shift during the extended absence. If no volunteers are willing or able to cover the vacancy, then the

Office of the Chief may assign the least senior, qualified, firefighter, regularly assigned to Stations 3, 4 or 5, to fill the vacancy. Unless a shorter period is agreed to otherwise, the Office of the Chief shall provide one-week's notice to the firefighter having a mandatory schedule change.

The scheduling for Stations 3, 4, and 5, Hillside, Fairchild and Woodland, will remain unchanged during the Trial Period.

Art VI: OVERTIME

F. In the event of an overtime opportunity in either Mt Kemble or Collinsville stations, the Office of the Chief shall offer the position to firefighters regularly scheduled on a non-contiguous Tour (e.g., if Tour 2 needs to have overtime filled, the Office of the Chief will contact Tour 4). Consistent with current practice, the firefighter on the eligible Tour with the fewest overtime hours worked will have the first opportunity to fill the overtime. If a firefighter's entire scheduled Day needs to be filled via overtime, then, typically, one firefighter will be scheduled to work the day shift and a different firefighter will be scheduled to work the night shift. In some instances, with authorization from the Office of the Chief, one firefighter may work the entire Day. If no one from a non-contiguous Tour is available to fill the overtime, then firefighters on contiguous Tours will be offered the overtime. If the firefighter working the overtime shift is regularly scheduled for a contiguous Tour, then he/she may not work a full Tour of overtime shifts. Moreover, the shift rotating off cannot work the following day shift overtime but can work the following night shift. The shift rotating on cannot work the night shift before his/her regular Tour commences. (e.g., a firefighter cannot be scheduled to work a full shift immediately before or after a scheduled Tour.)

Art XII PERSONAL DAYS

A. Each employee shall be entitled to two (2) workdays of personal leave a year with pay, to be taken in full Shifts only. For 24/72 Firefighters, two (2) workdays shall consist of two Shifts

totaling no more than 28-hours of personal leave per year. ~~B. Applications in writing~~ Requests for a personal day shall be submitted through the department approved scheduling software program at least four (4) calendar days in advance of the required day/shift, except in emergencies.

Art XIII SICK LEAVE

E. For 24/72 Firefighters, the Township may require an employee who has been off duty for two consecutive Days to furnish the Township with a physician's certificate that the employee is physically fit and able to resume his/her duties, and the Township shall also have the right to have such employee examined physically by a physician of its own choice to determine whether or not such employee is able to resume his/her duties and employment.

Art XIV BEREAVEMENT

All full-time employees of the Township shall be granted a bereavement leave up to four (4) Shifts (48 hours) with pay, upon the death of an immediate member of his/her family. 24/72 Firefighters shall be granted up to 2 Days (four shifts) of bereavement leave with pay, upon the death of an immediate member of his/her family.

Bereavement leave with pay, of one-Shift, will be granted to the employee to attend the funeral or wake of an uncle, aunt, nephew, niece or cousin of the first degree of the employee or spouse of the employee.

FMBA LOCAL 70

TOWNSHIP OF MORRIS

Richard A. Lynch 6-19-23
Richard Lynch, President Date

William V. Ravitz 6/21-23
William V. Ravitz, Deputy Mayor Date