

P.E.R.C NO. 87-78

STATE OF NEW JERSEY  
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

LOCAL #10, FIREMEN'S MUTUAL  
BENEVOLENT ASSOCIATION,

Respondent,

-and-

Docket No. CE-86-9-198

CITY OF ORANGE TOWNSHIP,

Charging Party.

SYNOPSIS

The Public Employment Relations Commission grants the City of Orange Township's motion for summary judgment and finds that Local 10, Firemen's Mutual Benevolent Association violated the New Jersey Employer-Employee Relations Act when it refused to comply with its agreement with the City to remove Captains and Deputy Chiefs from the existing negotiations unit. A Hearing Examiner recommended this conclusion and the Commission, in the absence of exceptions, adopts it.

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Appearances:

For the Respondent, Rinaldo & Rinaldo, Esqs.  
(Anthony D. Rinaldo, of counsel)

For the Charging Party, Mulcahy & Wherry, Esqs.  
(Mark L. Olson, of counsel)

DECISION AND ORDER

On January 30, 1986, the City of Orange Township ("City") filed an unfair practice charge against Local #10, Firemen's Mutual Benevolent Association ("Local #10"). The charge alleges that Local #10 violated the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq., specifically subsections 5.4(b)(3), (4) and (5),<sup>1/</sup> when it refused to comply with its agreement with the

1/ These subsections prohibit employee organizations, their representatives or agents from: "(3) Refusing to negotiate in good faith with a public employer, if they are the majority representative of employees in an appropriate unit concerning terms and conditions of employment of employees in that unit; (4) Refusing to reduce a negotiated agreement to writing and to sign such agreement; (5) Violating any of the rules and regulations established by the commission."

City to remove the positions of captain and deputy chief from the existing negotiations unit.

On June 13, 1986, a Complaint and Notice of Hearing issued. The FMBA then filed an Answer. It admits that its president signed an agreement to remove the two positions from the negotiations unit, but contends that it was not valid because it was not ratified by the FMBA membership.

On July 29, 1986, the City filed a motion for summary judgment with supporting brief and affidavit. On August 8, 1986, Chairman Mastriani referred the matter to Hearing Examiner Stuart Reichman for determination pursuant to N.J.A.C. 19:14-4.8(a). On September 18, 1986, after receiving an extension of time, Local #10 filed a brief and affidavits in opposition to the motion.

On October 8, 1986, Hearing Examiner Reichman granted the City's motion. He concluded that Local #10 violated subsection 5.4(b)(3) of the Act when it refused to comply with its agreement to remove captains and deputy chiefs from the existing negotiations unit. H.E. 87-22, 12 NJPER \_\_ (¶\_\_\_\_ 1986) (copy attached).<sup>2/</sup> He found that Local #10's president had the apparent authority to enter into the agreement and therefore this agreement was binding even absent ratification by the membership.

The Hearing Examiner served his report on the parties and informed them that exceptions were due by October 21, 1986. Local #10 received an extension to November 3, 1986, but did not file any exceptions.

2/ He recommended the 5.4(b)(4) and (5) allegations be dismissed.

We have reviewed the record. The Hearing Examiner's findings of fact (pp. 4-8) are undisputed and accurate. We adopt and incorporate them here.

We agree, based upon the undisputed facts and granting every inference in favor of Local #10, see N.J.A.C. 19:14-4.8(d); Jersey City Medical Center, P.E.R.C. No. 87-19, 12 NJPER \_\_ (¶ \_\_\_\_\_ 1986), that summary judgment finding that Local #10 violated subsection 5.4(b)(3) of the Act is proper.<sup>3/</sup> The key material fact, which is undisputed based upon our review of all the papers filed, is that Local #10's president had the apparent authority to execute the contested agreement. Under our case law, in the absence of oral or written qualifying statements or like conduct, binding authority on the part of a party's negotiations representative will be inferred. E.g., Teaneck Bd. of Ed., P.E.R.C. No. 87- \_\_ NJPER \_\_ (1986); Black Horse Pike Reg. Bd. of Ed., P.E.R.C. No. 78-83, 4 NJPER 249, 250 (¶4126 1978); Bergenfield Bd. of Ed., P.E.R.C. No. 90, 1 NJPER 44 (1975). Here, Local #10's president certainly had apparent authority to execute the agreement; and Local 10 does not claim that any statements were made to the City limiting that authority. Given these undisputed facts, it is not material that Local #10's membership ultimately rejected that agreement. We simply add that the agreement to exclude the superior officers from a unit of rank and file firefighters does no more than comport with

<sup>3/</sup> We dismiss the allegations that Local #10 violated subsections 5.4(b)(4) and (5).

our settled case law. E.g., Tp. of Bloomfield, P.E.R.C. No. 84-86, 10 NJPER 117 (¶15060 1984), aff'd App. Div. Dkt. No. A-2850-83T3 (1/24/85); City of Union City, P.E.R.C. No. 70 (1972).

ORDER

Local #10, Firemen's Mutual Benevolent Association is ordered to:

A. Adhere to the terms of the side-bar agreement entered into by the parties on August 19, 1985.

B. Immediately advise the City that it will abide by the terms of the side-bar agreement signed on August 19, 1985 providing for the removal of the Captain and Deputy Chief titles from the current collective negotiations unit as of January 1, 1987.

C. Notify the Chairman of the Commission within twenty (20) days of receipt what steps Local #10 has taken to comply with this Order.

BY ORDER OF THE COMMISSION

  
James W. Mastriani  
Chairman

Chairman Mastriani, Commissioners Bertolino, Johnson, Smith, Reid and Wenzler voted in favor of this decision. None opposed.

DATED: Trenton, New Jersey  
December 22, 1986  
ISSUED: December 23, 1986

H.E. NO. 87-22

STATE OF NEW JERSEY  
BEFORE A HEARING EXAMINER OF THE  
PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

LOCAL #10, FIREMEN'S MUTUAL  
BENEVOLENT ASSOCIATION,

Respondent,

-and-

Docket No. CE-86-9-198

CITY OF ORANGE TOWNSHIP,

Charging Party.

SYNOPSIS

A Hearing Examiner of the Public Employment Relations Commission grants a Motion for Summary Judgment made by the City of Orange Township finding that, as a matter of law, the Firemen's Mutual Benevolent Association violated section 5.4(b)(3) of the New Jersey Employer-Employee Relations Act by repudiating a Side-Bar Agreement signed by representatives of Local 10 and the City. The Hearing Examiner rejected Local 10's claim that the Side-Bar Agreement was not binding because the agreement had not been ratified by the membership. The Hearing Examiner found that by signing the Side-Bar Agreement, the President of Local 10 had apparent authority to bind the Local. Moreover, the terms of the side-Bar Agreement did not provide for ratification as a condition precedent to effectuation.

A Hearing Examiner's Recommended Report and Decision is not a final administrative determination of the Public Employment Relations Commission. The case is transferred to the Commission which reviews the Recommended Report and Decision, any exceptions thereto filed by the parties, and the record, and issues a decision which may adopt, reject or modify the Hearing Examiner's findings of fact and/or conclusions of law.

H.E. NO. 87-22

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(Anthony D. Rinaldo, of Counsel)

For the Charging Party  
Mulcahy & Wherry, Esqs.  
(Mark L. Olson, of Counsel)

HEARING EXAMINER'S REPORT AND DECISION  
ON MOTION FOR SUMMARY JUDGMENT

On January 30, 1986, the City of Orange Township ("City") filed an unfair practice charge against the Firemen's Mutual Benevolent Association, Local No. 10 ("Local 10") with the Public Employment Relations Commission ("Commission"). The City alleges that Local 10 has violated the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq. ("Act"), specifically

sections 5.4(b)(3), (4) and (5)<sup>1/</sup> when it notified the City that it refuses to abide by the terms of a signed Side-Bar Agreement.

It appearing that the allegations of the unfair practice charge, if true, may constitute unfair practices within the meaning of the Act, a Complaint and Notice of Hearing was issued on June 13, 1986. On July 11, 1986,<sup>2/</sup> Local 10 filed an Answer stating that while the President of Local 10 did, in fact, sign the Side-Bar Agreement at issue in this case, such Side-Bar Agreement was subject to ratification by the membership of Local 10 and, ultimately, rejected. Local 10 points to a Memorandum of Agreement written at the conclusion of the negotiations process for the 1985-86 successor agreement which contains a provision calling for ratification by both sides and argues that since the Memorandum requires ratification, "[i]t logically follows that the City should have expected that FMBA President Forino should secure approval of the

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1/ These subsections prohibit employee organizations, their representatives or agents from: "(3) Refusing to negotiate in good faith with a public employer, if they are the majority representative of employees in an appropriate unit concerning terms and conditions of employment of employees in that unit; (4) Refusing to reduce a negotiated agreement to writing and to sign such agreement; (5) Violating any of the rules and regulations established by the commission."

2/ N.J.A.C. 19:14-3.1 requires the Respondent to file its Answer within ten days from service of the Complaint. However, the rule also provides the Hearing Examiner with the discretion to extend the time within which the Answer may be filed. Local 10 filed its Answer a few days late. However, since I find no prejudice to the Charging Party as the result of the late filing, and no prejudice has been claimed, I shall treat the Answer as timely filed.



Side-Bar Agreement in question prior to it being effective even though it was signed by him on or about August 19, 1985." Local 10 brief p. 5. Thus, Local 10 concludes that since the Side-Bar Agreement was never accorded the requisite approval by the Local 10 membership, it is not bound by the terms of the agreement nor has it committed any unfair practice by declining to abide by it.

The hearing in this matter was initially scheduled for July 30, 1986. On July 29, 1986, the City filed a Motion for Summary Judgment with supporting brief and affidavit pursuant to N.J.A.C. 19:14-4.8 and requested a stay of the hearing. Simultaneously, Local 10 requested an adjournment of the hearing due to the unavailability of witnesses. Consequently, the hearing was adjourned pending the disposition of the summary judgment motion. On August 8, 1986, Chairman James W. Mastriani referred the motion to me for response. Local 10 requested and was granted an extension of time in which to file its responsive papers in opposition to the motion. On September 18, 1986, Local 10 filed a brief and affidavits in opposition to the motion.

Pursuant to N.J.A.C. 19:14-4.8(d), summary judgment is appropriate:

If it appears from the pleadings, together with the briefs, affidavits and other documents filed, that there exists no genuine issue of material fact and the movant...is entitled to its requested relief as a matter of law....

In Essex County Educational Services Commission, P.E.R.C. No. 83-65, 9 NJPER 19, 20 (¶14009 1982), the Commission, citing Baer v. Sorbello, 177 N.J. Super. 182 (App. Div. 1981), stated that

A motion for summary judgment is to be granted with extreme caution; the moving papers are to be considered in the light most favorable to the party opposing the motion; all doubts are to be resolved against the movant, and the summary judgment procedure is not to be used as a substitute for a plenary trial.

See also, Jersey City Medical Center, P.E.R.C. No. 87-5, 12

NJPER \_\_\_\_ (¶ 1986); City of Jersey City, H.E. No. 86-64, 12

NJPER 506 (¶17190 1986); and Hudson County Community College, H.E.

No. 86-33, 12 NJPER 129 (¶17049 1986), spec. perm. to appeal den.

P.E.R.C. No. 86-102, 12 NJPER 221 (¶17090 1986).

The material facts in this case are not in dispute and are related below:

(1) On October 12, 1986, the City filed a Unit Clarification petition with the Commission seeking to remove the titles of Captain and Deputy Chief from the collective negotiations unit represented by Local 10. Local 10 took the position that the titles should continue to be included in its unit and opposed the petition.

(2) Beginning in November 1984, the parties entered into negotiations for a successor agreement. Since the parties were unable to reach an agreement, the matter proceeded to interest arbitration. On May 24, 1985, an all-day session was held by the interest arbitrator which culminated in the signing of a Memorandum of Agreement covering the period of January 1, 1985 through December 31, 1986. The Memorandum of Agreement expressly stated that it was subject to ratification by the parties' respective constituents. The Memorandum did not contain any reference to a

Side-Bar Agreement which would remove all supervisory employees, including the Captains and Deputy Chiefs, from the unit. The membership of Local 10 ratified the Memorandum of Agreement on May 27, 1985.

(3) The issue concerning the removal of the Captain and Deputy Chief titles from the unit was raised during the May 24, 1985 negotiating session with the interest arbitrator.<sup>3/</sup> The matter was not resolved during that meeting.

(4) On June 6, 1985, City labor counsel Mark L. Olson sent a letter to Local 10's labor counsel Anthony D. Rinaldo, Jr. indicating that the City would withdraw its Unit Clarification Petition concerning Captains and Deputy Chiefs in return for Local 10's agreement to remove those titles from the unit at the conclusion of the 1985-1986 agreement (i.e. January 1, 1987).

(5) On August 2, 1985, Local 10 President Dominic Forino, City Business Administrator Leonard A. Matarese and attorneys Olson and Rinaldo met in order to finalize the terms of the 1985-1986 agreement. During the course of that meeting the parties also discussed the removal of Captains and Deputy Chiefs from the unit at the conclusion of the agreement in an attempt to finalize the terms of the Side-Bar Agreement.

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<sup>3/</sup> A dispute exists with regard to which party first raised the issue and made a proposal to resolve it. I find that the resolution of this dispute is not material in terms of the disposition of the instant motion.

(6) On August 5, 1985, Olson sent a copy of the 1985-1986 agreement to Rinaldo for purposes of review. Rinaldo did not receive the agreement until sometime after August 6, 1985. Rinaldo forwarded a draft copy of the agreement to Local 10 on August 12, 1985.

(7) On August 6, 1985, the City Council conducted a public meeting during which the various elements of the agreement were discussed. Forino attended the City Council meeting although he had not yet secured a copy of the agreement. During the City Council meeting Matarese never pointed out to Forino, individually, that the Captain and Deputy Chief titles were to be voluntarily removed from the unit. The City Council ratified the 1985-1986 agreement during this meeting.

(8) On August 19, 1985, City of Orange Township Mayor Paul A. Monacelli met with President Forino in order to execute the 1985-1986 agreement. During this meeting, Monacelli and Forino also signed the Side-Bar Agreement providing for the removal of the Captain and Deputy Chief titles at the end of the term of the agreement. In signing the Side-Bar Agreement, Local 10 admits that

[t]here is no question that this [side-bar] agreement was not executed between the parties as part of the overall settlement package for 1985-1986. The Side-Bar Agreement was executed by me [Forino] three months after the Memorandum of Agreement was submitted to the membership for its ratification. Forino affidavit, p. 6. (emphasis in the original).

Additionally, Local 10 also states that "[i]t is true that Mr. Forino never voiced any objection to the signing of the side bar

agreement; however, it is submitted that there was never any discussion at all from any party as to whether or not it needed to be ratified." Local 10 brief, p. 4.

(9) On September 5, 1986, the Commission staff agent assigned to handle the Unit Clarification Petition filed by the City sent a letter to the parties in which she confirmed her conversation with an attorney representing Local 10 regarding the resolution of the unit clarification matter. The letter indicated the following:

It is my understanding that the parties have agreed that superior officers will be excluded from the unit effective with the expiration of the parties newly signed collective negotiations agreement.

Therefore, I am requesting that the attorney for the Township complete and return the enclosed withdrawal request form.

On September 12, 1985, the City filed the withdrawal form requesting that its Unit Clarification Petition be withdrawn. The case was subsequently closed.

(10) In October 1985, Local 10 conducted a regularly scheduled membership meeting. During the meeting, a lengthy discussion took place questioning the propriety of executing a Side-Bar Agreement without first raising the matter with the membership. The discussion was continued at the November membership meeting where it was decided that Local 10 should advise the City that the Side-Bar Agreement was improperly executed in that neither the members nor the negotiating committee authorized the President to enter into such agreement. On December 13, 1985, the attorney for Local 10 sent a letter to the City advising it that President

Forino did not have the authority to execute the Side-Bar Agreement. The letter indicated that the Side-Bar Agreement would be of no effect as the membership wished to continue the composition of the unit unchanged, inclusive of Captains and Deputy Chiefs.

#### ANALYSIS

The Commission has long held that where a negotiator has apparent authority to bind his principal and the agreement reached contained no conditions precedent, that agreement is binding on the principal regardless of the principal's understanding. See, Bergenfield Bd. of Ed., P.E.R.C. No. 90, 1 NJPER 44 (1975); East Brunswick Bd. of Ed., P.E.R.C. No. 77-6, 2 NJPER 279 (1976); Mt. Olive Twp. Bd. of Ed., P.E.R.C. No. 78-25, 3 NJPER 284 (1977); and Long Branch Bd. of Ed., P.E.R.C. No. 78-6, 3 NJPER 314 (1977).

In East Brunswick Bd. of Ed., supra, the Commission enunciated the standard for determining the existence of apparent authority:

The test which has been applied by the courts in determining whether apparent authority existed as to a third party who had transacted business with an agent, is whether the principal has, by his voluntary act, placed the agent in such a situation that a person of ordinary prudence, conversant with business usages and the nature of the particular business involved, is justified in presuming that such agent has the authority to perform the particular act in question. Id. at 281.

In this case it is clear that Dominic Forino had apparent authority to enter into agreements with the City on behalf of Local 10. Forino is President of the Local. As President, he attended and participated in all of the negotiations sessions. Other than legal

counsel, President Forino was also the only person representing Local 10 who attended the August 2, 1985 meeting finalizing the terms of the 1985-1986 agreement. Forino is the only signatory for Local 10 on the 1985-1986 collective agreement and one of the signatories on the Memorandum of Agreement reached on May 24, 1985. Consequently, the City is certainly justified in its reliance on President Forino's apparent authority to enter into the Side-Bar Agreement and bind Local 10 thereby.

Local 10 argues that the Side-Bar Agreement is subsumed by the May 24, 1985 Memorandum of Agreement and, thus, subject to ratification pursuant to the language contained in the Memorandum. However, I am bound to rule on the motion on the basis of that which appears in the pleadings, briefs, affidavits and other documents filed. Dominic Forino states in his affidavit that the Side-Bar Agreement was not a part of the overall settlement package and, consequently, was executed some three months after the Memorandum of Agreement was ratified (see finding of fact #8). Thus, on the basis of the facts set forth in Forino's sworn statement, the Side-Bar Agreement must be viewed independently from the Memorandum of Agreement. A facial reading of the Side-Bar Agreement shows that there was no condition precedent incorporated into the agreement. Thus, neither party reserved the right to present the agreement to its principals for ratification. In Casriel v. King, 2 N.J. 45, 51 (1949), the Court stated:

So far as the evidence tends to show not the meaning of the writing, but an intention wholly unexpressed in the writing, it is irrelevant.

Consequently, claims which are contrary to the clear language set forth in the Side-Bar Agreement constitute parol evidence which, as a matter of law, cannot be considered. The Side-Bar Agreement does not incorporate by reference the Memorandum of Agreement, nor is the reverse the case.

In Black Horse Pike Regional Bd. of Ed., P.E.R.C. No. 78-83, 4 NJPER 249, 250 (¶4126 1978) the Commission held that

In order for collective negotiations to be effective and productive, it is essential that each participant know with certainty the extent of the opposing negotiating team's authority. A party must be able to rely on the statements and general conduct of the other side's representatives during the negotiations process. Accordingly, the Commission, in applying the criteria established in the Bergenfield [supra] and East Brunswick [supra] decisions, will consider only whether, during the course of the particular negotiations in dispute, there was an absence of oral or written qualifying statements or general conduct by negotiating representatives from which binding authority on the part of the negotiating teams to conclude an agreement could reasonably be inferred. To consider the additional factor of past history of ratification would only cause confusion and disruption to the negotiating process. A party would be uncertain whether to rely on the practice of ratification in previous negotiations or the current representations of binding authority by the negotiating representative.

In this case, the particular negotiations in dispute concern that which pertains to the retention or removal of superior officers from the unit. As already indicated, Local 10 admits that these negotiations were not part of the overall negotiations which led to the composition and execution of the Memorandum of Agreement. The negotiations on the unit composition issue took place well after the Memorandum of Agreement was ratified. So far



as the unit composition negotiations are concerned, Local 10 admits that there was never any discussion on the part of either party regarding ratification (see #8, supra). Therefore, by applying Black Horse Pike Regional Bd. of Ed., I must reject, as a matter of law, Local 10's argument that the City should have known that the Side-Bar Agreement was subject to ratification. On the contrary, the case law establishes that it is appropriate for the City to expect Local 10's representative to have obtained from its membership whatever authority is necessary to act on their behalf, or, in the absence of the granting of such authority, advise the City of such lack of authority and/or expressly reserve the right to have any agreement ratified by the membership as a condition precedent to effectuation. Having failed to incorporate into the Side-Bar Agreement any condition precedent, Local 10 violated the Act when it advised the City on or about December 13, 1985, that it would repudiate the Side-Bar Agreement.

The Commission is charged with the responsibility for "...the prevention or prompt settlement of labor disputes...." N.J.S.A. 34:13A-2. Consistent with these responsibilities, the Commission strongly advocates the voluntary resolution of labor disputes. "Accordingly, when the parties reach a settlement...[of a dispute], the Commission will only reopen such matter in the most compelling circumstances." North Brunswick Twp. Bd. of Ed., P.E.R.C. No. 82-107, 8 NJPER 314, 315 (¶13141 1982). See also, Borough of Hawthorne, P.E.R.C. No. 82-37, 7 NJPER 602 (¶12268 1981); Red Bank Bd. of Ed., H.E. No. 86-63, 12 NJPER 503 (¶17189 1986).

Moreover, this policy is consistent with public policy as expressed by the New Jersey courts. In Honeywell v. Bubb, 130 N.J. Super. 130, 136 (App. Div. 1974) the court stated:

...barring fraud or other compelling circumstances, our courts strongly favor the policy that the settlement of litigation be attained and agreements thereby reached, be honored.

See also, Jannarone v. W.T. Co., 65 N.J. Super. 472 (App. Div. 1961), certif. den. sub nom. Jannarone v. Calamoneri, 35 N.J. 61 (1961).

Consequently, since President Forino had the apparent authority to enter into a Side-Bar Agreement in order to settle a dispute regarding unit composition and did, in fact, enter into such agreement without reserving the right to have such agreement ratified, I find the agreement to be valid and binding on Local 10. Accordingly, I find that Local 10's repudiation of the Side-Bar Agreement constitutes a refusal on the part of Local 10 to negotiate in good faith with the City in violation of the Act.

On the basis of the particular facts in this matter, I make the following:

CONCLUSIONS OF LAW

(1) FMBA Local #10 violated section 5.4(b)(3) of the New Jersey Employer-Employee Relations Act when it advised the City of Orange Township that it would not abide by the Side-Bar Agreement signed by Local 10 President Dominic Forino on August 19, 1985.

(2) Local 10 did not violate section 5.4(b)(4) or (5) of the Act as alleged in the City's Unfair Practice Charge.

Consequently, I recommend that these aspects of the Complaint be dismissed.

(3) Consistent with the foregoing, the Motion for Summary Judgment made by Charging Party City of Orange Township is granted.

RECOMMENDED ORDER

I recommend that the Commission ORDER the following:


A. Respondent FMBA, Local #10 cease and desist from refusing to negotiate in good faith with the City of Orange Township by failing to adhere to the terms of the Side-Bar Agreement entered into by the parties on August 19, 1985.

B. Respondent Local 10 take the following affirmative action:

(1) Immediately advise the City that it intends to abide by the terms of the Side-Bar Agreement signed on August 19, 1985 providing for the removal of the Captain and Deputy Chief titles from the current collective negotiations unit as of January 1, 1987.

(2) Post in all places where notices to employees are customarily posted, copies of the attached Notice marked as Appendix "A." Copies of such Notice, on forms to be provided by the Commission, shall be posted immediately upon receipt thereof, and, after being signed by the Respondent Local 10's authorized representative, shall be maintained by it for at least sixty (60) consecutive days. Reasonable steps shall be taken to ensure that such Notices are not altered, defaced or covered by other materials.

(3) Notify the Chairman of the Commission within twenty (20) days of receipt what steps Local 10 has taken to comply with this ORDER.

  
\_\_\_\_\_  
Stuart Reichman  
Hearing Examiner

DATED: October 8, 1986  
Trenton, New Jersey

# NOTICE TO ALL EMPLOYEES

## PURSUANT TO

AN ORDER OF THE

## PUBLIC EMPLOYMENT RELATIONS COMMISSION

and in order to effectuate the policies of the

## NEW JERSEY EMPLOYER-EMPLOYEE RELATIONS ACT,

AS AMENDED

We hereby notify our employees that:

WE WILL NOT continue to refuse to negotiate in good faith with the City of Orange Township by failing to adhere to the terms of the Side-Bar Agreement entered into on August 19, 1985.

WE WILL immediately advise the City of Orange Township that we intend to abide by the terms of the Side-Bar Agreement signed on August 19, 1985, providing for the removal of the Captain and Deputy Chief titles from the current collective negotiations unit as of January 1, 1987.

FIREMEN'S MUTUAL BENEVOLENT ASSN., LOCAL #10  
(Public Employee Organization)

Dated \_\_\_\_\_ By \_\_\_\_\_ (Title)

This Notice must remain posted for 60 consecutive days from the date of posting, and must not be altered, defaced, or covered by any other material.

If employees have any question concerning this Notice or compliance with its provisions, they may communicate directly with James Mastriani, Chairman, Public Employment Relations Commission, CN 429 495 W. State Street, Trenton, New Jersey 08625; Telephone (609) 292-9830