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THIS DOES NOT  
CIRCULATE

14-17

MEMORANDUM OF UNDERSTANDING

*Morris County*

WHEREAS, the Borough of Madison and the negotiating committee of the Policemen's Benevolent Association, Local No. 92 have engaged in negotiations concerning a labor contract for the calendar year 1978; and

WHEREAS, during the course of such negotiations, Local No. 92 of the P.B.A. requested the appointment of an arbitrator and the conduct of compulsory interest arbitration pursuant to the New Jersey Fire and Police Arbitration Act, c. 85, P.L. 1977; and

WHEREAS, the parties convened for such arbitration with Mr. Stanley L. Aiges, arbitrator designated by the Public Employment Relations Commission (PERC), on March 15, 1978, at Hartley Dodge Memorial, in the Borough of Madison; and

WHEREAS, such arbitration proceedings produced the following terms regarding the 1978 labor contract;

NOW, THEREFORE BE IT RESOLVED, that the existing contract between the parties dated June 17, 1977 shall continue in effect for the year 1978, except as specifically modified and amended as follows:

1. All members of the Madison Police Department covered by the contract shall receive a 6% salary increase to be added to the December 31, 1977 salary levels. Such salary increase shall be retroactive to January 1, 1978.

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2. Existing health benefits provided to the members of the Madison Police Department shall be continued in full force and effect except that the Borough of Madison shall take immediate steps to provide the Blue Shield "750 Series" coverage as presently provided to State employees under a plan administered by the State Health Benefits Commission. The Borough of Madison shall make its best efforts to effectuate the "750 Series" coverage at the earliest practicable time.

3. A letter shall be provided to Local No. 92 by the Borough of Madison indicating that the Borough of Madison has no intention of eliminating or reducing those rights, privileges and/or benefits enjoyed by the members covered by the contract which were in effect prior to the execution of the within Memorandum of Understanding. It is understood that should the Borough of Madison determine that modification of said rights, privileges and/or benefits is required, the Borough of Madison will provide prior written notice to Local No. 92 and will in that event be agreeable to meeting with the appropriate representatives of the Local to discuss such matters before any changes is actually effected.

Dated this 10th day  
of April 1978.

BOROUGH OF MADISON

By: 

Roger B. Vernon, Mayor

MADISON P.B.A., LOCAL NO. 92

By: 

President

A G R E E M E N T

Between

THE BOROUGH OF MADISON,

NEW JERSEY

and

POLICEMEN'S BENEVOLENT ASSOCIATION

LOCAL NO. 92

-----  
January 1, 1977 through December 31, 1977  
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5/12/77

PREAMBLE

This Agreement, made this 17th day of June, 1977, by and between the BOROUGH OF MADISON, NEW JERSEY, hereinafter referred to as the "Borough", and the POLICEMEN'S BENEVOLENT ASSOCIATION OF MADISON, NEW JERSEY, LOCAL NO. 92, hereinafter referred to as the "Association", is designed to maintain and promote a harmonious relationship between the Borough of Madison and such of its employees who are within the provisions of this Agreement, in order that efficient and progressive public service may be rendered.

ARTICLE I

RECOGNITION

Section 1.

The Borough recognizes the Association as the sole and exclusive representative for the purpose of collective negotiations concerning rates of pay, hours of employment and other conditions of employment for all full time patrolmen, sergeants, and lieutenants in the Borough Police Department.

Section 2.

Unless otherwise indicated, the terms "police officer", "employee" or "employees", or "member of the Department", when used in this Agreement refer to all persons represented by the Association in the above defined negotiating unit.

ARTICLE II

GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. Purpose.

The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

Section 2. Definition.

The term "grievance" as used herein means any difference or dispute arising over the application or interpretation of the terms and conditions of this Agreement and may be raised by an individual or the Association on behalf of an individual or group of individuals.

Section 3. Procedure.

Step 1. An aggrieved employee shall submit a grievance in writing to the Chief of Police within ten (10) days of the occurrence in question. Only those grievances submitted in writing within ten (10) days of the occurrence shall be deemed to be timely filed.

Step 2. The Chief of Police shall submit his decision in writing within ten (10) days of the submission of the grievance to him.

Step 3. Within two (2) weeks of the decision of the Chief of Police, if the grievance is not settled to the satisfaction of both parties, the matter shall be submitted to the Borough Administrator who shall have ten (10) days to submit his written decision.

Step 4. Within two (2) weeks of the decision of the Borough

Administrator, if the grievance is not settled to the satisfaction of both parties, the matter shall be submitted to the Borough Council or any member or members thereof. The Council or its member or members shall have ten (10) days to submit its written decision.

The aggrieved employee has a right to representation by an official of the Association in Steps 1, 2, 3 and 4 hereof.

Step 5. Arbitration.

Within two (2) weeks of the transmittal of the written decision by the Borough Council, if the grievance involves a dispute over the application or interpretation of the terms of this Agreement and is not settled to the satisfaction of both parties, either party to the Agreement may request that the grievance be submitted to arbitration as hereinafter set forth.

If the Association demands that a grievance be arbitrated, the parties will jointly request the American Arbitration Association to arrange for the selection of an arbitrator in accordance with the Association's procedures. Such arbitrator shall have the authority to hear and determine the grievance, and his decision shall be final and binding on all parties. The arbitrator's decision shall in no way alter, add to or delete from the terms of this Agreement and he shall decide the dispute within thirty (30) days after the hearing has been closed. The fee and expenses of the arbitrator shall be borne equally by the parties. Only the Borough or the Association shall have the right to submit a grievance to arbitration.

Section 4. General Provisions.

(a) The steps provided for herein may be waived by mutual agreement of the parties.

(b) If the Borough fails to meet and/or answer any grievance within the prescribed time limits as hereinbefore provided, such grievance may be processed to the next step.

### ARTICLE III

#### DISCIPLINE AND DISCHARGE

##### Section 1.

It is agreed that nothing herein shall in any way prohibit the Borough from discharging or otherwise disciplining any employee, regardless of seniority, for good and just cause.

##### Section 2.

Any actions taken by the Borough under this Article shall be subject to Article II, Grievance and Arbitration.

### ARTICLE IV

#### HOURS OF WORK AND OVERTIME

##### Section 1.

(a) Eight continuous hours of actual duty in a twenty-four (24) hour period shall be deemed a day's work; provided, however, that any member of the Police Department may be directed to do police duty in excess of such eight hours per day when such members services may be required. Except when such services are rendered during an emergency, any member except members of the Division of Investigation who shall do police duty in excess of such eight hours in a twenty-four (24) hour period will be compensated for such additional hours at the rate of one and one-half times his regular straight time hourly rate of pay. In computing overtime compensation, the nearest one-half hour shall

be the smallest fraction of an hour to be reported. "Emergency" set forth herein shall be as determined by the Chief of Police or his designee.

(b) If an employee is called in to work on a day off, during time off, or during a vacation day, for less than two (2) hours, such employee shall be paid for two (2) hours at time and one-half his regular straight time rate of pay. If said employee is required to work more than two (2) hours, payment for all time worked shall be at time and one-half his regular straight time rate of pay.

#### Section 2.

In lieu of overtime pay, all employees comprising the Division of Investigation shall receive a flat allowance of \$600.00 per year. However, any member of the Division of Investigation ordered to work overtime on other than investigative work, shall be compensated at the rate of time and one-half his regular straight time hourly rate. The determination of the meaning of "investigative work" shall be in the sole discretion of the Chief of Police.

### ARTICLE V

#### COURT TIME

#### Section 1.

If an employee is required to appear in the Municipal Court of the Borough on other than a civil action in connection with his duties in the department on a day off, during time off, or on a vacation day, such employee shall be paid at the regular straight time pay rate, except that such employee shall receive compensation which shall be equal to not less than two hours of



such pay.

Section 2.

If an employee is required to appear in any court, other than the Municipal Court of the Borough of Madison, or a judicial or administrative proceeding, on other than a civil action in connection with such employee's duties in the department on a day off, during time off, or vacation day, such employee shall be paid at his regular straight time rate of pay, except that such employee shall receive compensation which shall be equal to not less than four hours at his straight time rate of pay.

ARTICLE VI

STANDBY TIME

Section 1.

If an employee is required to be on standby availability in connection with such employee's duties, on a day off, during time off, or vacation day, such employee shall receive compensation at the regular straight time pay rate, except that such employee shall receive for said standby duty a compensation which shall be equal to not less than three (3) hours at "straight time pay."

Section 2.

The term "standby" shall mean availability for immediate duty, at a place designated by the Chief of Police.

ARTICLE VII

HOLIDAYS

Section 1.

Every member of the bargaining unit shall receive in addition

to his base pay and longevity increment, holiday pay for twelve holidays at straight time. Payment shall be in one lump sum on the first payday in December. Payment shall be calculated by dividing the base salary for the calendar year by 260 and multiplying the result by 12.

## Section 2.

In addition to the provisions of Section 1 of this Article, the benefit of any other holidays administratively provided to any other employees of the Borough shall be afforded the employees of the Police Department by the providing of hour for hour compensatory time off which compensatory time off shall be taken within 365 days of the date on which it is credited unless unable to do so because of duty scheduling problems.

## ARTICLE VIII

### SPECIAL SERVICE TO EMPLOYERS OTHER THAN THE BOROUGH OF MADISON

A police officer rendering service to an employer other than the Borough of Madison shall be compensated by the Borough at the rate of \$9.00 per hour. The Borough shall in turn bill the employer for such service at the rate of \$10.00 per hour in order to recover one dollar per hour to defray the costs of administering and insuring such service.

## ARTICLE IX

### LONGEVITY

All police officers shall receive longevity increments based upon years of service in accordance with the following schedule:

After 5 years of service		\$100/year
After 10 years	" "	200/year
After 15 years	" "	300/year
After 20 years	" "	400/year
After 25 years	" "	500/year
After 30 years	" "	600/year

ARTICLE X

PROMOTIONS

Section 1. General Rules.

All promotions within the Department shall be made from the membership of the Department as constituted at the time of such promotion, and shall be made with due regard to the length of service of the employee proposed to be promoted, and his merit in the Department, preference being given to the employee who has served the longest period of time in the Department.

As an aid to the determination of merit of the several members of the Department, it is required that said members shall submit to both written and oral examinations with respect to their knowledge of police work and departmental duties.

No employee shall be eligible for promotion to a superior position unless he shall have first served in the grade of Patrolman in the Department, for a period of at least three years.

No member of the Department shall be eligible for promotion unless he shall have fulfilled all of the qualifications as set forth under the Duties and Responsibilities section of the Police Manual.

For the purpose of this section the term "superior rank" shall be considered as equivalent to "superior officer".

Upon creation of a vacancy in a superior rank, candidates to fill the vacancy shall be evaluated on the following four factors:

- (a) Seniority 40 points
- (b) Written Examination 15 points
- (c) Oral Examination 15 points
- (d) Promotional rating 30 points

Section 2. Seniority.

Seniority with maximum of 40 points shall be graded as follows:

- (a) Pre-promotion service (3 years) 15 points
- (b) Next 5 years, 3 points per year,  
with 1 point per each 1/3 year 15 points
- (c) Each year thereafter, 2 points  
per year and one point for the  
half year 10 points

Section 3. Written Examination.

Written examinations shall be conducted by the New Jersey State Chief's Association.

The evaluation shall be a percentage of 100 - with 100% being perfect.

Upon completion of the grading of all papers, each candidate shall receive a final point credit equal to fifteen (15) points multiplied by the percentage attained in his written examination.

Section 4. Oral Examination.

The New Jersey State Chief's Association shall interview each candidate for promotion. Each candidate shall be graded and an average grade computed with 100% grade being perfect.

Each candidate shall receive a final point credit equal to fifteen (15) points multiplied by the average percentage attained in this oral examination.

Section 5. Promotional Rating.

Promotional rating is based on the following: leadership qualities, initiative, knowledge, integrity, dependability, cooperation, attitude, and interest in the work.

All supervisors -- the Chief, Deputy Chief, Captain, Lieutenants, Sergeants -- will sit on a Rating Board when considering applicants for promotion to Sergeant. A supervisor cannot sit on a Rating Board considering a position for which he is eligible. This Board will discuss all leadership qualities of all applicants, making use of evaluation records.

Each candidate shall receive a final point credit equal to thirty (30) points multiplied by the average percentage attained.

The results of the examinations shall apply to the positions of higher rank for which the examinations were held and shall stand for a period of one year.

Section 6. Final Decision.

Final decision for promotions or appointments shall rest with the Borough Council after consideration of the recommendations of the Public Safety Committee.

Section 7. Qualifications for Promotion to Captain.

No one shall be deemed eligible to the position of Captain unless he shall have obtained a grade which averages not less than 75 from the results of his written and oral exams.

Section 8. Qualifications for Promotion to Lieutenant.

No one shall be deemed eligible to the position of Lieutenant unless he shall have obtained a grade which averages not less than 65 from the results of his written and oral exams.

Section 9. Qualifications for Promotion to Sergeant.

No one shall be deemed eligible for the position of Sergeant unless he shall have obtained a grade which averages not less than 60 from the results of his written and oral exams.

ARTICLE XI

VACATIONS

Each employee shall receive vacations in accordance with the following schedule:

(a) After June 1 following the date of employment, one (1) day of vacation for each full month during which individual was employed by the Borough prior to June 1st; provided, however, that said vacation period shall not exceed a maximum of ten (10) working days, or two (2) calendar weeks, if nonworking days are included. This will constitute such employee's total allowable vacation for that calendar year. In the following calendar year, such employee will be entitled to two (2) calendar weeks' vacation, but not until after the anniversary date of employment. In succeeding years such employee may take vacation any time subsequent to January 1 in such years.

Two (2) weeks' vacation for every employee who has completed at least one (1) year of continuous service on January 1 in any calendar year.

(b) Three (3) weeks' vacation during the calendar year in

which the eighth anniversary of his employment occurs and thereafter.

(c) Four (4) weeks' vacation during the calendar year in which the fifteenth anniversary of his employment occurs and thereafter.

## ARTICLE XII

### LEAVE OF ABSENCE AND DISABILITY

#### Section 1.

The Council of the Borough of Madison may grant a leave of absence, with pay, to any member of the Department who shall become injured, ill, or disabled from any cause so as to be physically unfit for duty during the period of such disability and physical unfitness for duty, where such injury, illness or disability shall be evidenced by the certificate of a police physician designated by the governing body to examine him.

No such leave of absence with pay shall exceed one year commencing from the date of such injury, illness or disability.

In the event of a death in the immediate family of a member, a three day leave of absence with pay will be granted to the member. Immediate family shall be construed as meaning and including wife, husband, child, father, father-in-law, mother, mother-in-law, sister or brother. For all other relatives, a one day leave will be granted at the discretion of the Chief of Police.

## ARTICLE XIII

### ABSENCE FOR ILLNESS

#### Section 1.

No member of the Police Department shall absent himself from duty by reason of sickness or injury unless he shall report

the same to the Chief of Police, or the other superior officer in charge of the Department, promptly, and such member shall furnish a physician's statement to the Chief of Police giving the cause and nature of the illness or injury after an absence of three days.

#### ARTICLE XIV

##### MEDICAL AND HEALTH INSURANCE

###### Section 1.

The employees of the Department covered by this Agreement and the eligible members of their families shall receive medical and health insurance coverage as presently afforded by the Borough to all of its members.

#### ARTICLE XV

##### CLOTHING ALLOWANCE

###### Section 1.

(a) Officers of the Department shall be reimbursed for expenditures for clothing required in their official duties including overcoats, boots and raincoats, up to a maximum of \$250 annually.

(b) Such reimbursements shall be in accordance with present procedures which provide for payment upon presentation of a receipt covering purchase of such clothing.



ARTICLE XVI

WAGES

The following wage schedules shall be effective during the term of this Agreement.

SALARY SCHEDULE BY INDIVIDUAL MEMBERS

<u>Name</u>	<u>Position</u>	<u>Base Salary as of 12/31/77</u>	<u>Base Salary as of 1/1/78</u> <u>A</u>
Vincent D. Carey	Lieutenant	19,515	20,686
Carmen Granato	Lieutenant	19,515	20,686
F. J. Stricchiola	Lieutenant	19,515	20,686
Samuel Artigliere	Sergeant	17,742	18,807
Joseph Bocchino	Sergeant	17,742	18,807
Thomas Eaton	Sergeant	17,742	18,807
Richard French	Sergeant	17,742	18,807
John Kosakowski	Sergeant	17,742	18,807
Francis Wulff	Sergeant	17,742	18,807
Frank Bradshaw	Ptl. over 3 yrs.	16,129	17,097
Vincent Chirico	Ptl. over 3 yrs.	16,129	17,097
Dennis Deelsnyder	Ptl. over 3 yrs.	16,129	17,097
Anthony DeVincenzo	Ptl. over 3 yrs.	16,129	17,097
Kurt Ehrenberg	Ptl. over 3 yrs.	16,129	17,097
John Forte	Ptl. over 3 yrs.	16,129	17,097
David Green	Ptl. over 3 yrs.	16,129	17,097
Edward Kluck	Ptl. over 3 yrs.	16,129	17,097
Thomas Kosakowski	Ptl. over 3 yrs.	16,129	17,097
Joseph Mantone	Ptl. over 3 yrs.	16,129	17,097
Joseph Markovich	Ptl. over 3 yrs.	16,129	17,097
Joseph Markovich	Sergeant		18,807
			eff. 4/11
Richard Miscia	Ptl. over 3 yrs.	16,129	17,097
Ralph Montagna	Ptl. over 3 yrs.	16,129	17,097
Scott Ross	Ptl. over 3 yrs.	16,129	17,097
John Salmon	Ptl. over 3 yrs.	16,129	17,097
Giralda Sarles	Ptl. over 3 yrs.	16,129	17,097
Frank Sena	Ptl. over 3 yrs.	16,129	17,097
Mihai Serbanica	Ptl. over 3 yrs.	16,129	17,097
Warren Smith	Ptl. over 3 yrs.	16,129	17,097
Lloyd Will	Ptl. over 3 yrs.	16,129	17,097
Lloyd Will	Sergeant		18,807
			eff. 4/26
James Gasper	Probationary Ptl.	12,096	12,822 B
John Sabanosh	Probationary Ptl.	12,096	12,822 C

A With 6% increment over 12/31/77 salary.  
 B Effective August 15th, becomes Patrolman first year.  
 C Effective March 14, 1978.

4/10/78

WAGE SCHEDULE BY JOB CLASSIFICATION

<u>Classification</u>	<u>January 1, 1978</u>
Probationary Patrolman	12,822
Patrolman First Year	14,031
Patrolman Second Year	15,052
Patrolman Third Year	16,082
Patrolman over Three Years	17,097
Sergeant	18,807
Lieutenant	20,686

ARTICLE XVII  
BAN ON STRIKES

Section 1.

It is recognized that the need for continued and uninterrupted operation of the Borough's Departments and Agencies is of paramount importance to the citizens of the community and that there should be no interference with such operation.

Adequate procedures have been provided for the equitable settlement of grievances arising out of this Agreement, and the parties hereto agree that there will not be and that the Association, its officers, members, agents or principals will not engage in, encourage, sanction or suggest strikes, slowdowns, lockouts, mass absenteeism or other similar action which would involve suspension of or interference with normal work performance.

Section 2.

The Borough shall have the right to discipline or discharge any employee encouraging, suggesting, fomenting or participating in a strike, slowdown or other such interference.

Section 3.

The Association shall not be held liable for unauthorized acts of employees, provided the Association will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activity aforementioned and ordering all who participate in such activity to cease and desist from same immediately and to return to work along with such other steps as may be necessary under the circumstances to bring about compliance with its order.

ARTICLE XVIII

ASSOCIATION BUSINESS LEAVE

Section 1.

The members of the Association negotiating committee, not to exceed three (3) in number, shall, after adequate advance notice to the Chief of Police, be granted time off from duty and shall suffer no loss of regular pay for all meetings between the Borough and the Association for the purpose of negotiation of the terms of an agreement, when such meetings take place at a time during which such members are scheduled to be on duty.

Section 2.

A representative of the Association (the Association President or his designee) shall, after adequate advance notice to the Chief of Police, be granted time off from duty and shall suffer no loss of regular pay for all meetings between the Borough and the Association for the purpose of processing grievances, when such meetings take place at a time during which such Association representative is scheduled to be on duty.

Section 3.

The President of the Association, or his designee, shall be granted time off from duty, provided, in the opinion of the Chief of Police, it does not unduly interfere with the operation of the Department, and shall suffer no loss of regular pay, for attendance at the meetings of the Executive Board and the membership meetings of the Association when such meetings take place at a time when such officers are scheduled to be on duty. The term, "meetings" is meant the regular monthly meeting and any emergency meeting, not to exceed three (3) emergency meetings per year.

Section 4.

The Association agrees to use every effort to schedule meetings so as to minimize the number of employees granted time off from duty. It is understood that such time off refers solely to the time period required to attend such meetings. It is further understood that the Association will use every effort to schedule such meetings so as to minimize the number of members who may be required to attend while on duty.

Section 5.

The delegate appointed by the Association, shall be granted time off from duty, provided it does not, in the opinion of the Chief of Police, unduly interfere with the operation of the Department and shall suffer no loss of regular pay to attend meetings of the State Policemen's Benevolent Association of which Local No. 92 of the Borough is a member. The delegate and two alternates shall be granted time off from duty provided, in the opinion of the Chief of Police, it does not interfere with the operation of the Department and shall suffer no loss of regular pay to attend an annual convention of the New Jersey State Policemen's Benevolent Association (maximum four working days). The Association shall notify the Chief of Police at least 60 days prior to the annual State PBA convention concerning the dates of such convention and the names of the appointed delegates.

ARTICLE XIX

LIFE INSURANCE

Section 1.

The Borough shall provide full coverage of a \$10,000.00 life

insurance policy for each employee until said employee's retirement or departure from the Department. The Borough shall pay the full premiums which hereafter become due and payable. The aforesaid life insurance shall be in addition to any other life insurance provided to the members of the Department by virtue of any other ordinance or regulation.

ARTICLE XX

DISCRIMINATION AND COERCION

Section 1.

There shall be no discrimination, interference or coercion by the Borough or by any of its agents against the Association or against the employees represented by the Association because of membership or activity in the Association. There shall be no discrimination or coercion by the Association or any of their agents against any employees covered by this Agreement because of membership or non-membership in the Association. Nor, shall the Borough discriminate in favor of, or assist any other labor or police organization which in any way affects the Association's rights as certified representative for the period during which the Association remains the certified representative of the employees. Neither the Borough nor the Association shall discriminate against any employee because of race, creed, color, age or national origin. The Borough will cooperate with the Association with respect to all reasonable requests concerning the Association's responsibilities as certified representative.

ARTICLE XXI

EFFECT OF THIS AGREEMENT

Section 1.

In the event that any provision of this Agreement shall at any time be declared invalid by Legislative Act or any court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intent of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

Section 2.

The Borough and the Association recognize the applicability of existing ordinances and regulations promulgated thereto having to do with the operation of the Police Department. It is recognized that any provisions set forth in any such ordinances or regulations promulgated thereto which are inconsistent with the terms and conditions of this Agreement shall be caused to be amended or otherwise appropriately modified by the Borough to carry out the intentions of this Agreement. In all other respects, the provisions of all ordinances and regulations and any current amendments promulgated thereto having to do with the Police Department are expressly recognized and incorporated by reference hereto.

ARTICLE XXII

MANAGEMENT RESPONSIBILITIES

Section 1.

All aspects of the management of the business of the Police Department and the management and direction of Department personnel are the exclusive responsibilities of the Borough, except as

expressly modified by the terms of this Agreement.

ARTICLE XXIII

IN-SERVICE TRAINING

Section 1.

All employees of the Department covered by this Agreement shall be required to attend in-service training programs as directed by the Chief of Police. Such employees shall receive hour for hour compensatory time off at a time designated by the Chief of Police.

The Chief of Police has the authority to call departmental meetings which members are required to attend, not to exceed six per year for which no compensation will be granted.



ARTICLE XXIV

DURATION

Section 1.

This Agreement shall be in full force and effect as of January 1, 1977, and shall be in effect to and including December 31, 1977, without any reopening date: On or after July 1, 1977, and prior to August 1, 1977, either party may serve notice upon the other party of a desire to change, modify or terminate the Agreement.

Section 2.

In the event that the parties have not achieved a mutually satisfactory agreement by November 1, 1977, the parties will file a joint request in writing for the appointment of a mediator with the Public Employment Relations Commissions pursuant to Chapter 303, Public Laws of 1968.

Section 3.

The terms of this Agreement shall continue in effect during the negotiations between the parties.

Witnessed:

Arnold C. Matthews

BOROUGH OF MADISON

Ray B. [Signature]

Witnessed:

Miki [Signature]

POLICEMEN'S BENEVOLENT ASSOCIATION  
OF MADISON, NEW JERSEY, LOCAL NO. 92

Edward P. [Signature]