

Contract # 1745

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CONTRACT AGREEMENT
BETWEEN
THE BOROUGH OF CLAYTON
AND
THE AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO
DISTRICT COUNCIL 71
1992 TO 1993

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ARTICLE 1 - PREAMBLE

This Agreement entered into by the Borough of Clayton, hereinafter referred to as the "Employer" and Local 3303 which is affiliated with District Council 71 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union" has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences and establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE 2 - RECOGNITION

The Employer recognizes the Union as the bargaining agent for the purpose of establishing salaries, wages, hours of work and other conditions of employment for all of its employees in the classifications listed herein and for such additional classifications as the parties may later agree to include. This recognition, however, shall not be interpreted as having the effect of, or in any way abrogating the rights of employees as established by laws of 1974, Chapter 123.

ARTICLE 3 - MANAGEMENT RIGHTS

Subject to the provisions of this Agreement, the Borough reserves to itself sole jurisdiction and authority over matters of policy, and further, the Borough specifically retains the right, in accordance with but not limited to the laws of the State of New Jersey, The United States, and any other relevant and applicable laws, to do at least the following:

- A. To direct the employees of the Borough.
- B. To hire, assign, promote, transfer and retain employees covered under this agreement.
- C. To demote, discharge, or take any other disciplinary action for good and just cause against employees covered by this agreement.
- D. To relieve employees from duties because of lack of work or any other legitimate reason.
- E. To maintain the efficiency of the Borough's operations that are entrusted to it.
- F. To determine the method, means, and personnel by which such operations are to be conducted.
- G. Take any lawful action, with respect to its employees, that is permitted.

The Borough also states that irrespective of those rights set

forth above, that it does not waive the jurisdiction given to the Borough as set forth in Title 40 and 40A of the New Jersey Statutes Annotated or any other applicable State and/or Federal Law.

ARTICLE 4 - CHECKOFF

- A. The Employer agrees to deduct from the salaries of its employees, subject to this agreement, dues for AFSCME, District Council 71. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.C.S.A. (R.S.) 52:14-15, 9e, as amended, and members shall be eligible to withdraw such authority during July of each year.
- B. Checkoff shall commence for each employee who signs a properly dated authorization card supplied by the Union.
- C. The aggregate deductions from all employees shall be remitted to the District Council together with a list of the names of all employees for whom the deductions were made by the tenth (10th) day of the succeeding month after such deductions were made.
- D. If during the life of this agreement there shall be any change in the rate of membership dues, the Union shall furnish the Employer written notice prior to the effective date of such change.
- E. The Union will provide the necessary "Checkoff" authorization cards and the Union will secure the signatures of its members on the cards and deliver the signed forms to the Employer.

ARTICLE 5 - AGENCY SHOP

- A. The Employer agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Union and transmit the fee to the majority representative.
- B. The deductions shall commence for each employee who elects not to become a member of the Union, thirty days after their date of hire.
- C. The fair share fee for services rendered by the Union shall be in an amount equal to the regular membership dues, initiation fees, and assessments of the Union, less the cost of benefits financed through the dues and available only to members of the Union, but in no event shall the fee exceed eighty five percent (85%).
- D. The sum representing the fair share fee shall not reflect the cost of financial support of political causes of candidates, except to the extent that is necessary for the Union to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure the employees it represents advances in wages, hours of

work an other conditions of employment which ordinarily cannot be secured through collective negotiations.

E. The Union shall establish and maintain a procedure whereby any individual paying the agency fee can challenge the assessment as computed by the Union. This appeal procedure shall in no way involve the Employer or require the Employer to take any action other than to hold the fee in escrow pending resolution of the appeal.

F. The Union shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Employer in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Union to the Employer, or in reliance upon the official notification on the letterhead of the Union advising of such changed deductions.

ARTICLE 6 - BILL OF RIGHTS

To insure that the individual rights of employees in this bargaining unit are not violated, the following represents the employee's Bill of Rights:

A. An employee shall be entitled to Union representation at each and every step of the Grievance Procedure set forth in this Agreement.

B. An employee shall be entitled to Union Representation at each step of a disciplinary hearing. An employee shall be entitled to disciplinary hearing only if disciplinary action will result in a suspension of more than five (5) days or termination of employment. Disciplinary hearings shall be conducted by the Borough Council.

C. No employee shall be required by the employer and/or its Agents to submit to an interrogation likely to result in formal disciplinary action unless the employee is afforded the opportunity of Union representation.

D. No recording devices or stenographer of any kind shall be used during any meeting unless both union and employer agree to their use prior to such meeting. The Employer shall be permitted to have minutes of the meeting taken. Copies shall be distributed to all parties involved.

E. In all disciplinary hearings the employee shall be presumed innocent until proven guilty and the burden of proof shall be on the Employer.

F. An employee shall not be coerced or intimidated or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages or working conditions as the result of the

exercise of his rights under this Agreement.

G. Disciplinary action shall be taken for good and just cause only. The following penalties may be assessed against any employee by his/her immediate supervisor for violation of any Borough or Department rules and regulations.

1. Written reprimand.
2. Suspensions up to five (5) days in length.
3. Suspensions of more than five (5) days or termination of employment must be recommended to the Borough Council by the appropriate Department Head for formal action.

ALL SUSPENSIONS SHALL BE WITHOUT PAY

ARTICLE 7 - GRIEVANCE PROCEDURE

A. A grievance is herein defined as an appeal of the interpretation, application or violation of policies, agreement and administrative decisions. The objective of this procedure is to secure at the lowest possible level an equitable settlement of problems. The parties agree that this procedure will be kept as informal as possible.

B. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and should be followed in its entirety unless any step is waived by mutual consent.

STEP 1

An aggrieved employee or the Union shall institute action under this provision, in writing, within fourteen (14) calendar days of the occurrence of the grievance and an earnest effort shall be made to settle the difference between the aggrieved employee and the employee's immediate supervisor. The Borough Administrator shall conduct a hearing regarding the grievance and shall render a decision in writing within fourteen (14) calendar days of the receipt of the written grievance. In the case of the dispatchers, the Chief of Police will conduct the hearing.

STEP 2

If the grievance is not resolved through step 1, or if no answer has been received by the Union within the time period stated above, the grievance shall be presented to the Council Committee in charge of the Department within fourteen (14) calendar days from the date that step 1 should have been rendered or was rendered. The Council Committee shall investigate the alleged grievance and attempt to resolve it. The Council Committee shall within twenty-one (21) calendar days from receipt of the grievance, provide a written decision to the Union.

either answering the grievance or setting forth the terms of settlement which shall have been agreed to by all parties.

STEP 3

If the grievance still remains unsettled after step 2, within fourteen (14) calendar days, the grievance shall be presented to the Mayor and Council for an attempt to resolve the grievance. The Mayor and Council shall have fourteen (14) days to resolve the grievance to the satisfaction of all parties.

STEP 4

If the grievance still remains unsettled, the Union may, within fifteen (15) calendar days after reply by the Mayor and Council by written notice, proceed to arbitration. The Arbitrator shall be selected pursuant to the rules of the Public Employment Relations Commission.

The arbitrator shall be bound by the provisions of this Agreement and will restrict opinion to the application of facts presented to him involving the grievance. The Arbitrator shall in no way have authority to add to, modify, detract from or alter in any way any of the provisions of this Agreement or any amendment or supplement thereto.

The costs for the services of an arbitrator shall be born equally by the Borough and the Union. Decisions rendered by the arbitrator shall be final and binding on the parties.

The arbitrator shall hold the hearing at a time and place convenient to the parties and shall render a decision within thirty (30) days after the close of the hearing.

Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the grievance procedure.

ARTICLE B - SENIORITY

A. Seniority is an employee's total length of service, beginning with his/her original date of hire.

B. In all cases of demotions, layoff, vacation schedules and other situations where employee advantages or disadvantages are concerned, an employee with the greatest amount of seniority shall be given preference, provided he has the ability to do the work involved.

C. Any employee who terminates his/her employment and is subsequently rehired with one (1) year shall be able to use total service time for the purpose of vacation weeks allowed only.

ARTICLE 9 - EQUAL TREATMENT

A. The Employer and the Union agree that there shall be no discrimination or favoritism shown for reasons of Sex, Age, Nationality, Race, Religion, Martial Status, Political Affiliation, Union Membership or Union Activities.

B. The Employer may establish reasonable and necessary rules of work and conduct for employees. Such rules will be equitably applied and enforced. Ten (10) working days prior to the implementation of any rules of work and conduct for employees established by the Employer pursuant to the above, the Employer agrees to notify the Union of said rules. The Union shall then have the opportunity to review such rules prior to their implementation.

ARTICLE 10 - UNION BUSINESS

A. Whenever any employee, who is a representative of the Union, is scheduled to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he/she shall suffer no loss in regular pay or be charged for sick leave or vacation leave. Such meetings or conferences, held away from the Borough, shall be limited to four (4) hours per month.

B. Bulletin Boards will be provided by the Employer at permanent work locations for the use of the Union, for the sole purpose of posting Union announcements and other information of non-controversial, non-political nature.

C. Union Activities on Employer's time and premises. The Employer agrees that during working hours, on the employer's premises, and without loss of pay, Union representatives shall be allowed to:

1. Post Union notices.
2. Distribute Union literature.
3. Transmit communications authorized by the Local Union to its officers, to the Employer or his representatives, both written or oral.

D. Visits by Union Representative:

The Employer agrees that accredited representatives of the American Federation of State, County and Municipal Employees both local, district or international, shall have the right to visit the premises during working hours, so long as such visit shall not interfere with employee duties. The Borough shall be notified at least 24 hours in advance of such visits, except in emergency situations.

ARTICLE 11 - SAFETY AND HEALTH

A. The Employer shall at all times maintain safe and healthful working conditions, and will provide employees with any wearing apparel, tools or devices that may be reasonably necessary to ensure their safety and health.

B. The Employer and the Union shall designate two safety committee members. It shall be their joint responsibility to investigate and correct unsafe or unhealthy conditions. They shall meet periodically, as necessary, to review conditions in general and to make appropriate recommendations to either or both parties. The safety committee members representing the Union shall be permitted, upon prior notice to and authorization of the Employer's designated representative, a reasonable opportunity to visit work locations, for the purpose of investigating safety and health conditions, during working hours with no loss in pay for periods not to exceed four (4) hours per month, unless additional time is authorized by the Employer.

ARTICLE 12 - LAYOFF

A. In the event it becomes necessary to layoff employees for any reason, employees shall be laid off, by job classification, in the inverse order of their seniority. The Employer agree to give at least one month notice to the Union and the affected employees. Notice must be given in writing. An employee having held another prior position with the Borough has the right to bump down to said held position in the event of a reduction in the workforce.

B. If an employee is laid off, he/she shall receive four (4) weeks pay at his/her current rate.

ARTICLE 13 - PROBATION PERIOD

A. Every person appointed to a position shall be deemed to be on probation for a period of six (6) months. The Borough Administrator may require reports and recommendations from Department Heads to determine whether he/she shall be granted permanent status.

ARTICLE 14 - WORK SCHEDULES

A. The work week shall consist of five (5) consecutive days, Monday through Friday, except for those employees who are on continuous operations (Police Dispatchers).

B. White Collar employees shall work 8:30 A.M. to 4:30 P.M.. These employees shall receive a one hour lunch break.

C. Blue Collar employees shall work 7:00 A.M. to 3:30 P.M. Employees with the title of mechanic shall work 8:00 A.M. to 4:30 P.M.. The employees shall receive a half hour unpaid lunch

break.

D. Police Dispatchers hours of work (schedules) will be prescribed by the Chief of Police I.A.W. N.J.S.A. 40A:14-11B. The Chief of Police shall endeavor to create a schedule which is favorable with the majority of full time dispatchers.

E. All employees covered by this Agreement shall receive two (2) paid rest breaks per day of fifteen (15) minutes each.

F. White Collar employees who work in the Municipal Building shall, starting the first full week of June and ending the Tuesday after Labor Day, work from 8:00 A.M. to 3:30 P.M. and receive a one-half (1/2) hour lunch break.

ARTICLE 15 - CALL IN TIME

A. If an employee is recalled to duty, he shall receive a minimum guarantee of three (3) hours compensation at the overtime rate regardless of the number of hours actually worked.

B. Employees of the Public Works Department shall be required to be on emergency, 24 hour call a minimum of eight (8) weeks per year. The employee shall also be compensated at the rate of \$75.00 per week. The employee shall also receive pay for all hours worked during this period at the rate of one and one-half (1 1/2) times their normal rate.

ARTICLE 16 - BEREAVEMENT LEAVE

A. In the event of death in an employees immediate family, the employee shall be granted time off without loss of regular pay of five (5) consecutive working days.

B. The term "immediate family" shall include mother, father, spouse, mother-in-law, father-in-law, children, parental guardians, brother, sister, grandmother, grandfather, grandchildren, sister-in-law and brother-in-law.

C. Employees shall be granted one (1) day off with pay in the event of a death of the following relatives: Aunt, Uncle, First Cousins, Niece and Nephew.

ARTICLE 17 - INSURANCE

A. There shall be no change in the Group Medical Plan presently in effect and paid for by the Employer on behalf of its employees, except in the case of a new plan that is equivalent or better.

B. The Employer shall provide each employee covered by this Agreement and their families with HMO/BC-BS \$3.00 co-pay prescription drug coverage, except in the case of a new plan that is equivalent or better.

C. The Employer shall provide HMO/BC-BS family dental plan coverage for all employees covered by this Agreement, except in the case of a new plan that is equivalent or better.

D. Upon retirement, all personnel mentioned in this Agreement shall retain all medical, dental, prescription and all other benefits as he she enjoyed when employed with the Borough. Employees who retire after a minimum of fifteen (15) years of service to the Borough, who are eligible for state retirement or entitled to disability benefits shall receive the same medical insurance coverage as the Borough provides to its current employees. Seventy-five (75) percent of the cost shall be borne by the Borough, twenty-five (25) percent shall be paid by the retiree.

ARTICLE 18 - WORKER'S COMPENSATION

A. When an employee is injured on duty, the employee is to receive Worker's Compensation due to the employee plus the difference between the amount they received as compensation and their normal salary during the period of disability.

B. An employee who is injured on the job and is sent home or to the hospital or who must obtain medical attention shall receive pay at the applicable hourly rate for the balance of the employee's regular shift on that day.

ARTICLE 19 - WAGES

A. All employees covered by this Agreement shall receive effective January 1, 1992 an increase of \$.65 per hour added to their hourly rate of pay.

B. All employees covered by this Agreement shall receive effective January 1, 1993 an increase of \$.70 per hour added to their hourly rate of pay.

	<u>1992 RATE</u>	<u>1993 RATE</u>
<u>PUBLIC WORKS</u>		
General Laborer	7.54	8.24
Laborer	8.60	9.30
Truck Driver	9.33	10.03
Sewer Specialist	9.65	10.35
Heavy Equipment Oper.	12.31	13.01
Sr. Heavy Equip Oper.	13.13	13.83
Water Specialist	13.80	14.50
Mechanic	11.36	12.06
<u>DISPATCHERS</u>		
First Class	10.46	11.16
Second Class	8.87	9.57

Third Class	8.34	9.04
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WHITE COLLAR

Water & Sewer Clerk	9.02	9.72
Purchase Order Clerk	9.48	10.18

D. Dispatchers will receive three (3) short and three (3) long sleeve shirts, four (4) pair of pants and one (1) pair of shoes for 1992. Starting in 1993 clothing and shoes will be replaced as needed. All full time dispatchers shall receive a \$475.00 per year cleaning allowance. This shall be payable on May 30th and November 1st of each year.

E. Public Works employees are to receive three (3) short and three (3) long sleeve shirts, three (3) pair of pants, one (1) jacket and one (1) pair of boots each year. Public Works employees other than mechanic(s) shall receive \$300.00 per year cleaning allowance payable May 30th and November 1st. The mechanic(s) shall have uniforms supplied and cleaned by the Borough.

F. The mechanic(s) shall receive a \$400.00 tool allowance. This will be payable on November 1st of each year.

G. All full time Dispatchers will receive 1/2 hour of regular pay or compensatory time for each lunch break they are not relieved from.

H. Any employee who reports to work without Borough supplied uniforms,, jackets or shoes may be sent home, required to change and be docked pay accordingly.

ARTICLE 20 - LONGEVITY

A. Employees covered under this Agreement shall receive the following longevity each year:

1. Beginning 3rd year through 4th year of service, 2.5% of base pay.
2. Beginning 5th year through 9th year of service, 3.5% of base pay.
3. Beginning 10th year through 14th year of service, 4.5% of base pay.
4. Beginning 15th year and up, 5.5% of base pay.

B. Employees shall be paid longevity on or about December 1, of each year.

ARTICLE 21 - DIFFERENTIAL PAY

- A. Employees working the third (3rd) shift (between 4:00 P.M. and 12:00 A.M.) shall be compensated an additional \$.40 per hour.
- B. Employees working the first (1st) shift (between 12:00 A.M. and 8:00 A.M.) shall be compensated an additional \$.35 per hour.

ARTICLE 22 - OVERTIME

- A. Overtime shall be considered as all time worked in excess of an employees normal work day or work week, and shall be compensated at the rate of one and one-half times the employee's normal hourly rate.
- B. All work performed on a Sunday shall be compensated at the rate of two (2) times the employee's normal hourly rate of pay.
- C. All work performed on a Holiday shall be compensated at the rate of two (2) times the employee's normal hourly rate of pay.
- D. Overtime work shall be voluntary, except it shall be mandatory in the event of an emergency. All dispatchers shall be required to stay until relieved.
- E. Overtime shall be distributed as equally as possible. Overtime shall be rotated with the most senior employee being given the opportunity to work first. Full time dispatchers will have the opportunity to fill in any open shifts by the fifteenth (15th) of the previous month. If dates are left open after the fifteenth (15th) of the previous month, these dates will be filled with part time dispatchers.
- F. The Employer shall provide a list of employees with overtime worked upon reasonable request by the Union.
- G. Overtime shall be paid currently.
- H. No employee shall have his/her work shift, work day or work week changed for the purpose of avoiding overtime.
- I. All paid time off shall be considered as time worked for the purpose of computing overtime.
- J. Each employee required to work beyond his normal shift shall be entitled to time and one half compensation or to accumulate compensatory time of equal monetary value, up to a maximum of fifty (50) hours. Employees may request pay for compensatory time at any time. A maximum of 15 hours may be requested in any one (1) pay period.
- K. Upon leaving employment for any reason, an employee may request all compensatory time due him/her in one pay period.

ARTICLE 23 - HOLIDAYS

A. The following days are recognized as paid Holidays:

New Years Day	Columbus Day
Martin Luther King Day	General Election Day
Presidents Day	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving Day
Independence Day	Christmas Day
Labor Day	

B. Holidays which fall on a Saturday shall be celebrated on the preceding Friday. Holidays that fall on Sunday shall be celebrated the following Monday. Holidays which fall within an employees vacation period shall not be counted as a vacation day. Should a holiday occur while an employee is on sick leave, he shall not have that day charged against his sick leave. Holidays for Dispatches shall be celebrated on the actual day of the Holiday.

C. Employees covered under this agreement shall receive three (3) personal days per year. The employee may not take a personal day in conjunction with any scheduled vacation. Except in emergencies, all requests for personal leave shall be made in writing to each employee's immediate supervisor at least one (1) day prior to taking the leave.

D. Dispatchers will receive double time for working on Holidays. Plus, they will receive \$700.00 lump sum Holiday pay to be paid on November 1st.

ARTICLE 24 - VACATIONS

A. Employees shall earn vacation on the basis of the following schedule:

1. 6 months through 4 years of service, two (2) weeks.
2. Beginning 5 years through 9 years of service, three (3) weeks.
3. Beginning 10 years through 14 years of service, four (4) weeks.
4. Beginning 15 years of service and up, five (5) weeks.

B. Employees shall be entitled to the following vacation benefits, the scheduling of which must be approved by the Borough Administrator in order to provide for the efficient operation of Borough business.

C. Employees may not carry over vacation days from year to year.

D. Upon termination of employment, an employee shall receive payment for all vacation leave not used in the current year.

E. Whenever an employee dies having to his/her credit any vacation leave, there shall be paid to his/her estate a sum of money equal to the amount of vacation leave owed in the current year.

F. Dispatchers shall receive vacation days based on the shift that they are working. For example: If a dispatcher request vacation during a week that they are working a six-day shift then the dispatcher will receive six (6) days vacation and that would constitute one (1) weeks vacation. If a dispatcher request vacation during a week that they are scheduled to work a five-day shift then the dispatcher would receive (5) days vacation and that would constitute one (1) weeks vacation.

G. Employees may sell back to the Borough up to five (5) days of unused vacation time.

ARTICLE 25 - SICK LEAVE

A. Sick leave for purposes herein is defined to mean absence of any employee from duty because of personal illness which prevents his/her doing the usual duties of his/her position, exposure to contagious disease.

B. Employees may accumulate all unused sick days into a sick bank at the end of each year. Days from this bank may only be used for extended illnesses over three (3) days in length.

C. All employees shall be entitled to the following sick leave: From the date of hire up to December 31, 1/2 working day per month. Each year thereafter, 12 working days per year.

D. An employee who does not expect to report to work on any working day must notify the appropriate office by telephone or personal message at least one (1) hour after the start of his/her work day. Police dispatchers shall notify the appropriate office by telephone or personal message at least two (2) hours or as soon as possible prior to the start of their work day.

E. Any employee who shall be absent on sick leave for three (3) or more consecutive days shall be required to submit medical evidence substantiating the illness.

F. One (1) day of accumulate sick leave may be sold back to the Borough as follows:

1. Upon retirement, any employee may sell back to the Borough, at his/her current rate of pay, any unused days at the rate of one (1) day for one (1) day. Employees must be eligible for State retirement to qualify under this section.

2. Upon termination of employment for any reason not listed in number 1, an employee may sell back any unused sick days at the rate of three (3) sick days for one (1) day's current pay rate.

ARTICLE 26 - CREDIT UNION, CHECKOFF

The Employer agrees to make payroll deductions for any employee, upon written request, to be paid to an appropriate Credit Union authorized by N.J.S.A. 40A:9-17.

ARTICLE 27 - MILITARY LEAVE

A. An employee who is a member of the National Guard or Reserves of Military and Naval Forces of the United States and is required to undergo annual field training will be granted a leave of absence with pay for the period of such tour of duty, minus any pay received for such tour of duty.

B. Any employee who enters into Active Service in the Armed Forces of the United States while in the service of the Employer shall be granted a leave of absence for the period of Military Service without pay.

ARTICLE 28 - LEAVE OF ABSENCE WITHOUT PAY

A. An employee who is temporarily incapacitated (due to either physical or mental reasons), or who wishes to engage in any appropriate course of job-related study, or for any reason considered valid by the Employer, may be granted a leave of absence without pay by the Employer for a period not to exceed six (6) months. Said leave may be extended for another period not to exceed six (6) months with the approval of the Employer.

B. Maternity leave without pay - Maternity leaves, not to exceed six (6) months, shall be granted at the request of any employee without pay. Maternity Leave shall, upon the request of the employee, be extended or renewed for a period of six (6) months, also without pay.

ARTICLE 29 - ACCESS TO PERSONNEL FILES

A. Upon reasonable request, the personnel records of any employee shall be open to the inspection of the employee. Copies of contents shall be available upon request.

ARTICLE 30 - MAINTENANCE OF EXISTING CONDITIONS

A. It is the intent of the employer and the employees that any presently existing working conditions are to remain in full force and effect except as specifically modified by this Agreement.

ARTICLE 31 - DUPLICATION OF AGREEMENT

The employer shall be responsible for reproducing this Agreement and will furnish copies to the Union for distribution to employees and officials of the Employer.

ARTICLE 32 - SEPARABILITY AND SAVINGS

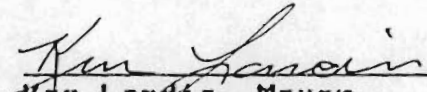
A. Each and every clause of this Agreement shall be deemed separate from each and every other clause of this Agreement to the extent that in the event any clause or clauses shall be finally determined to be in violation of any law, then in such event, such clauses or clauses, only to the extent that any may be so in violation shall be deemed of no force and unenforceable without impairing the validity and enforceability of the rest of the Agreement, including any and all provisions on the remainder of any clause, sentence or paragraph in which offending language may appear.

ARTICLE 33 - TERM OF AGREEMENT

A. This Agreement shall be in full force and effect as of January 1, 1992, and shall remain in effect to and including December 31, 1993 without any reopening date. This Agreement shall be subject to renegotiations by both parties under the terms and conditions as specified by the State of New Jersey Public Employment Relations Commission for the period beginning January 1, 1994. Upon expiration, the terms of the prior contract shall remain in full force and effect, through negotiations for the successor agreement.

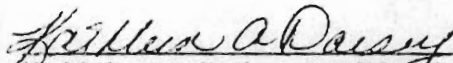
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by the Mayor of the Borough of Clayton and representatives of American Federation of State, County and Municipal Employees, AFL-CIO District Council 71, attested by their Clerk and Secretary respectively, and their corporate seals placed heron this date above written

BOROUGH OF CLAYTON



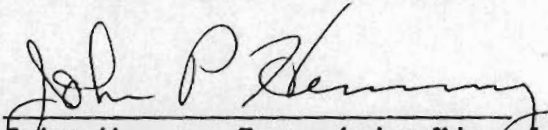
Ken Landis, Mayor

ATTEST:



Kathleen Daisey, Clerk

AFSCME, District Council 71



John Henney, Associate Director