

AGREEMENT

BETWEEN

BOROUGH OF ENGLEWOOD CLIFFS

and

UNITED SERVICE WORKERS UNION  
LOCAL 1N

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JANUARY 1, 2016 through DECEMBER 31, 2018

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PREAMBLE AND RECOGNITION

A. THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by and between the Borough of Englewood Cliffs (hereafter the "Borough" or the "Employer"), and USWU LOCAL 1N, a duly appointed representative (hereafter the "Union"), represents the complete and final understanding on all bargainable issues between the Employer and the Union.

B. The Borough hereby recognizes Local 1N as the exclusive representative of all regularly full-time employed, non-supervisory white collar employees employed by Borough as articulated in PERC Certification of Representation, Case No. RO-2016-026 including:

Deputy Tax Collector

Technical Assistant to Construction Official (TACO)

DPW Secretary

Police Records Clerk

Tax Clerk

Court Administrator

C. Full time employees shall be defined as thirty (30) hours per week.

D. The title of Recreation Director is the subject of a unit clarification petition before Public Employment Relations Commission. Should the title be

added to the existing unit then the parties will adjust the contract where appropriate (i.e. 40 hour workweek).

## ARTICLE I

### MANAGERIAL RIGHTS

A. The Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitutions of the State of New Jersey and of the United States, including but without limiting the following rights:

1. The executive management and administrative control of the Borough, its properties, facilities, and activities of its employees, using personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Borough.

2. To make rules of procedure and conduct; to use improved method and equipment; to determine work schedules and shifts, as well as duties; to decide the number of employees needed for any particular time; and to be in sole charge of the quality and quantity of the work required. The Employer agrees to give notice to the employees of the rules and procedures issued.

3. Management's right to make reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety, and/or the effective operation of the Borough.

4. To hire, promote, transfer, assign, or retain all employees and/or change job contents or duties of any classification.

5. To set rates of pay for temporary and/or per diem employees.

6. To suspend, demote, terminate or take any other appropriate disciplinary actions against any employee for good cause and just cause according to law.

7. Nothing contained herein shall prohibit the Borough from contracting out any work and/or entering into individual agreements or shared services.

8. To lay off employees in the event of lack of funds or under conditions where continuation of such work would be inefficient and nonproductive.

9. The Employer reserves the right to all other conditions of employment not reserved and to make such changes as it deems desirable and necessary for the efficient and effective operation of the Borough involved.

B. In the exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Borough, the adoption of policies, rules, regulations, and practices in the furtherance therewith, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and expressed terms hereof in conformance with the Constitutions and laws of the New Jersey and the United States.

C. Nothing contained herein shall be construed to deny or restrict the Employer of its rights, responsibilities, and authority under R.S. 40A:1-1, et seq., or any national, state, county, or local laws or regulations.

D. The parties recognize that the exercise of managerial rights is a responsibility of the Borough on behalf of the taxpayers and that the Borough cannot bargain away or eliminate any of its managerial rights. No grievance may proceed beyond Step Two herein unless it constitutes a controversy arising over the application or alleged violation of negotiable terms and conditions of employment in this contract.



## ARTICLE II

### MAINTENANCE OF WORK OPERATIONS

A. The Union hereby covenants and agrees that, during the term of this Agreement, neither the Union nor any person acting on its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or willful absence of any employee for his/her position, or stoppage of work, or absence in whole or in part from the full, faithful, and proper performance of the employee's duties of employment), work stoppage, slow-down, walk-out, or other illegal job action against the Employer. The Union agrees that such action would constitute a material breach of the Agreement.

B. In the event of a strike, slow-down, walk-out, or job action, it is agreed that participation in any or all such activity by any Union member shall entitle the Employer to:

1. Withdraw dues deduction privileges; and/or
2. Terminate the employee or employees involved in such activities.

C. The Union agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down, or other activity aforementioned or from supporting any such activity by any other employee or group of employees of the Employer, and that the Union will publicly disavow each action and order all such members who participate in such activities

to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Union order.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Employer or the Union in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of a breach by Union members or the employer.

### ARTICLE III

#### GRIEVANCE PROCEDURE

A. 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 employment under this Agreement.

B. Nothing herein shall be construed to limit the right of any employee with a grievance to discuss the matter informally with the appropriate member Borough. The employee reserves the right to have a union representative present, if desired. Nothing contained herein shall prohibit the parties from raising a timeliness argument under this Article.

C. With regard to employee, the term "grievance" as used herein means an appeal by the union from the interpretation, application or violation of the terms and conditions of this Agreement only. With regard to the Employer, the term "grievance" as used herein means a complaint or controversy of the negotiable terms and conditions of this Agreement.

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

Step One: The Union shall institute written action under the provisions hereof within five (5) working days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences

between the aggrieved employee and the Borough Administrator and/or designee for the purpose of resolving the matter informally. The written grievance at this step will be filed with the Borough Administrator and/or designee shall contain the relevant facts and a summary of any preceding oral discussion, the applicable section of this Agreement violated, and the remedy requested by the grievant. The Borough Administrator and/or designee will answer the grievance in writing within ten (10) working days of receipt of the written grievance and will then supply the answer to grievant and union.

Step Two: If the Union wishes to appeal the decision of the Administrator and/or designee, such appeal shall be presented in writing to the Mayor and Council within five (5) working days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Mayor and Council shall respond, in writing, to the grievance within twenty-one (21) working days of the submission.

Step Three: If no satisfaction of the grievance is reached at Step 3, then within ten (10) working days the grievance shall be referred to PERC for the selection of an arbitrator, to decide the issue or issues. The decision of the arbitrator shall be final and binding upon the parties. The Borough and the Union will split the costs of arbitration. The arbitrator shall have no authority to add to or subtract from the Agreement when interpreting same.

E. Upon prior notice and authorization of the Borough Administrator and/or designee, the designated Union representative shall be permitted to confer with employees and the Employer on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided that the conduct of the business does not diminish the effectiveness of the Employer or require the recall of off-duty employees.

F. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If the grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for proceeding with the grievance at any step in the grievance procedure.

G. Reasonable disclosure will not be withheld involving any correspondence from either party, providing it directly relates to the party or parties involved in the grievance, and directly relates to the grievance itself.

ARTICLE IV

SALARIES/LONGEVITY

A. Wages

2016	2%	A-T-B with retroactivity of overtime, longevity and Chapter 78 contributions.
2017	2%	A-T-B with retroactivity of overtime, longevity and Chapter 78 contributions..
2018	2%	A-T-B

Employees must be on payroll on date of memo in order to receive retroactivity.

B. Longevity

1. The salaries paid to the members of the bargaining unit shall be supplemented by adding thereto two percent increase for each four years of service with a maximum of fourteen percent for thirty-two years of service as longevity pay increase.

2. Employees hired after January 1, 2013 shall be provided with the following longevity benefit:

<u>Years of Service</u>	<u>Percentage of Base Annual Salary</u>
(a) Five (5) to Ten (10) years of service	Two (2%) percent
(b) Eleven (11) to Fifteen (15) years of service	Four (4%) percent
(c) Sixteen (16) to Twenty (20) years of service	Six (6%) percent
(d) Twenty-One (21) to Twenty-Five years of Service and thereafter	Eight (8%) percent

3. All longevity benefits shall be paid on a bi-weekly basis to Employees entitled to same and shall be used for all calculations.

4. Employees hired after January 1, 2017 shall not receive longevity.

## ARTICLE V

### HOURS OF WORK AND OVERTIME

A. Overtime shall be paid for all work performed in excess of forty (40) hours at the rate of one and one-half (1 ½) times the computed hourly rate. Hours of work shall be as defined under the FLSA.

B. Overtime and compensatory work will be kept to a minimum and must be authorized in advance by the immediate supervisor consistent with the rules and regulations of the Borough. The reasons for granting overtime and the amount of overtime shall be noted on the time sheet and certified by the Borough Administrator and/or designee.

C. Working hours and daily schedules of employees will be arranged to fit Borough's needs. There is no guarantee of overtime hours. Employees will be required to work reasonable overtime and during non-scheduled periods when the necessities of the Borough demand such work. In administering the requirement to work overtime, the Borough will make an effort to excuse employees who have personal commitments. This will not reduce the employee's obligation to work overtime when assigned.

D. All employees hired after March 1, 2010, shall work thirty-two and one-half (32 ½) hours per week with one (1) hour unpaid lunch. Employees hired prior to May 1, 2010 shall work 30 hours a week with one (1) hour unpaid lunch.



ARTICLE VI

VACATION LEAVE

A. Vacations are provided for full time employees in order that they receive a period of rest, relaxation, and pleasure within the calendar year.

(1) All vacations must be used in the current year and cannot be accumulated unless approved in writing by the Borough Administrator.

(2) Vacation time shall be used during the year in which it accrues and is based on the length of continuous service in the current calendar year. Vacations with pay are authorized for full-time employees pursuant to the following schedule.

Vacation Time

<u>Years of Continuous Service</u>	<u>Number of Vacation Days</u>
Less than 1	5 days
1 to completion of 5	10 days
Completion of 5 to completion of 10	17 days
Completion of 10 to completion of 16	19 days
Completion of 16 to completion of 20	21 days
21+ years	23 days

(3) All vacations are subject to the approval of the department head and Borough Administrator and, of necessity, depend upon the work of the Borough permitting such vacations.

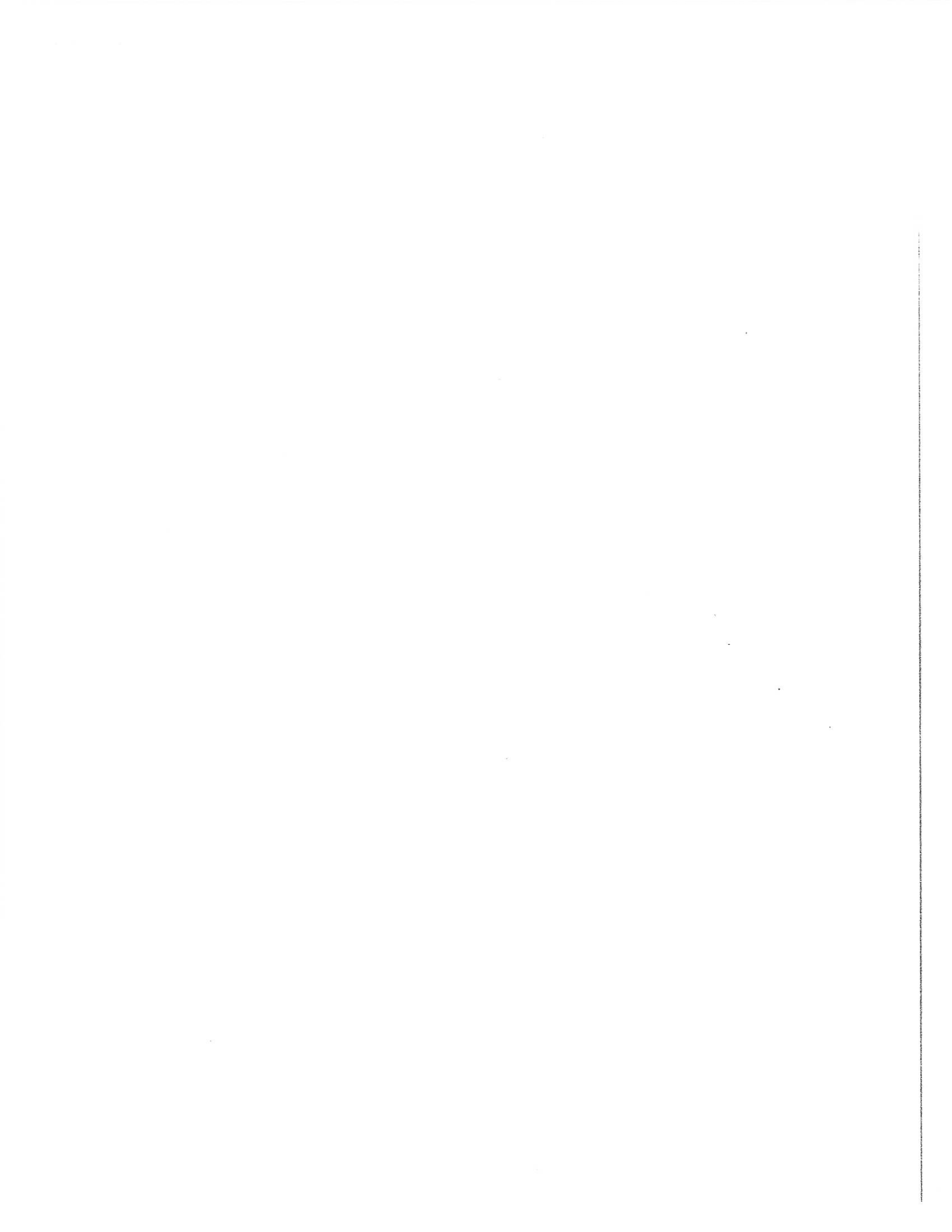
(4) Employees who are separating from service for the Borough will be paid on a prorated basis for any unused earned vacation time, permitted they are not dismissed for misconduct. Any employee who is dismissed for misconduct will not receive vacation pay.

(5) An employee who leaves the service of the Borough after having taken vacation time that was not yet accrued is responsible for paying the Borough for the total amount of unaccrued vacation time used.

(6) Employees must receive their supervisor's approval at least two weeks in advance of the first vacation day. Employees who do not use all of their vacation allowance may add their unused days to their allowance for the following year. However, if these days are not used in the second year, they will be forfeited.

#### B. Probationary Employees

Employees who are newly hired shall begin to accrue vacation time upon successful completion of the six (6) month probationary period after completion of Borough training.



## ARTICLE VII

### SICK LEAVE

1. If the employee is unable to report to work due to illness, it is essential that the Borough be notified on or before 8:15 a.m. on that day according to department procedures. The Borough shall provide a telephone answering machine on which a message to report an absence may be recorded.

2. The cause for the employee's absence must be reported daily, unless adequate explanation and reason is provided to cover several days. In any sick leave of five (5) days or more, a doctor's certification must be submitted if requested by the Borough. A doctor's certificate must be submitted at the request of the Borough in cases of excessive or chronic absenteeism. A doctor's certificate must also be provided if the employee is absent from work prior to or immediately after a paid holiday or vacation leave.

3. Sick Leave must be earned before it can be used. Sick Leave may be used in the following manner:

A. Personal illness or accidental disability by reason of which the employee is unable to perform the usual duties of the position.

B. Serious illness of a member of the employee's immediate family or household requiring the employee's attention and care. The circumstances of the illness should be of an emergency nature where the employee is required to be in direct attendance.

C. An employee may use one-half (1/2) sick leave for scheduled or emergency doctor or dental appointments.

4. Every employee shall be entitled to sick leave with full pay for the time periods listed herein subject to the terms and conditions following:

A. for the first two (2) years of any employment by the employee, one (1) day of sick leave for every month of employment over six months to a maximum of ten (10) days' sick leave in any calendar year.

B. 15 days for each of 3<sup>rd</sup> through 5<sup>th</sup> year.

C. 30 days after 5<sup>th</sup> year.

D. Employees hired on or after January 1, 2017 will receive 12 sick days per year after 2 years of employment.

E. Ordinance No. 7605 shall not apply to this unit.

F. The period of sick leave above indicated shall be accumulated to a maximum of one hundred fifty (150) days in the following manner:

(1) Employees can accrue sick days from one (1) year to the next up to a maximum of one hundred fifty (150) days.

(2) Employees hired after January 1, 2011 shall have sick leave payment capped at \$15,000.00.

(3) Unused sick days previously accrued for payout upon retirement shall be paid to employees at the employee's current rate of pay at the time of retirement.

G. When an employee is entitled to sick leave, said leave shall be paid as full salary less any sums which the said employee is entitled to receive under Workers' Compensation Laws of New Jersey.

H. Any employee falsifying a doctor's certificate or obtaining a doctor's certificate for fraudulent purposes with the intent of obtaining additional vacation time under the guise of sick leave shall be subject to discharge.

5. Sick Leave Confinement Restriction

A. If an employee is absent for reasons that entitle the employee to sick leave or the employee is on Workers' Compensation leave because of an injury sustained during his/her employment, the employee shall remain at his/her place of confinement during the period in which he/she is scheduled for work on the day(s) in questions, with the following exceptions:

1. To report for medical attention to a doctor's office or hospital.
2. To engage in the exercise of his/her right to vote or attend religious services.
3. If an emergency necessitates his/her absence.
4. A supervisor may visit an employee on sick leave or Workers' Compensation leave at his/her residence or place of confinement.

5. A supervisor may telephone the employee who has reported on sick leave or who is on Workers' Compensation leave at his/her place of confinement during the scheduled workday(s).
6. The employee may leave the place of confinement for convalescence. He/she shall advise the Borough of the address and telephone number at such location.

## ARTICLE VIII

### BEREAVEMENT LEAVE

A. Employees are entitled to four (4) consecutive calendar days leave of absences for each death of an employee's immediate relative. "Immediate relative" includes spouse or significant other, civil union partner, child, parent, stepchild, sibling, grandparents, daughter-in-law, son-in-law, grandchildren, niece, nephew, uncle, aunt, or any person related by blood or marriage residing in an employee's household. Employees are paid for all working days during the Bereavement Leave.

B. Reasonable verification of the event may be required by the Borough.

C. Such bereavement leave is not in addition to any holiday, day off, vacation leave, or compensation time off falling within the time of the bereavement.

D. The Employee may request additional time in extraordinary circumstances. The Employer, at its sole discretion, may grant such additional time.



## ARTICLE IX

### INSURANCE

A. The Borough shall provide health insurance benefits through the New Jersey State Health Insurance Program, including dental benefits for all full time employees and their eligible dependents. However, the Borough shall have the right to change, at any time, the insurance provider, provided that such benefits are substantially similar to those benefits presently being provided.

B. Employee medical insurance contribution and prescription drug plan contributions shall be calculated based on the Phase 4 (final phase) (Chapter 78, P.L. 2011) rate chart for the level of coverage selected by the employee as published by the New Jersey Division of Pensions and Benefits.

C. An employee who has been with the Borough twenty-five (25) years of service at retirement shall have medical insurance coverage including dependents and spouses until age sixty-five (65) when becomes secondary to Medicare. Employees hired after January 1, 2017 shall be entitled to retiree health benefits only until they reach Medicare eligibility age. Each year, the employee shall certify in writing that he/she or spouse does not have coverage elsewhere.

## ARTICLE X

### HOLIDAYS

A. Employees will receive pay for the following thirteen (13) holidays:

New Year's Day

Martin Luther King, Jr. Day, third Monday in January

President's Day

Good Friday, Friday before Easter

Memorial Day, last Monday in May

Independence Day

Labor Day, first Monday in September

Columbus Day, second Monday in October

Veterans' Day

Thanksgiving Day, fourth Thursday in November

Day after Thanksgiving Day

Christmas Day

Floating Day\* (day to be determined by Borough Administrator)

A holiday falling on a Saturday will be observed on the preceding Friday,  
and a holiday falling on a Sunday will be observed on the following Monday.

## ARTICLE XI

### MILITARY LEAVE

A. A military leave of absence will be granted to employees, except those occupying temporary positions, to attend scheduled drills or training or if called to active duty with the U.S. Armed Services.

B. Employees will receive partial pay for two week training assignments and shorter absences. Upon presentation of satisfactory military pay verification, employees will be paid the difference between their normal base compensation and the pay (excluding expense pay) received while on military duty. The portion of any military leave of absence in excess of two weeks will be unpaid. However, employees may use any available paid time off for the absence.

C. Subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible, health insurance benefits will be provided by the Borough Department of Public Works for the full-time of the military leave of absence.

D. Vacation, sick leave, and holiday benefits will continue to accrue during a military leave of absence.

E. Employees on two-week active duty training assignments or inactive duty training drills are required to return to work for the first regularly-scheduled shift after the end of training, allowing reasonable travel time. Employees no

longer on military leave must apply for reinstatement in accordance with all applicable state and federal laws.

F. The Borough recognizes the importance of military service, and its possible disruptive effect on civilian life. Every reasonable effort will be made to return eligible employees to their previous position or a comparable one. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service, such as the rate of vacation accrual and job seniority rights.

## ARTICLE XII

### JURY DUTY

A. Borough employees are encouraged to exercise their civic responsibility to serve jury duty.

B. An employee called for jury duty shall submit a Borough Leave Request form with supporting documentation to his or her department head as soon as he or she becomes aware of the obligations.

C. Either the Borough or the employee may request an excuse from jury duty if, in the Borough's judgment, the employee's absence would create serious operational difficulties.

D. If an employee is excused from jury duty by or before 12:30 p.m., he or she shall report back to work for the remainder of the workday.

E. The Borough shall continue to provide the employee with benefits for the full term of the jury duty absence.

## ARTICLE XIII

### DISCRIMINATION AND COERCION

A. The Employer and the Union agree that there shall be no discrimination against any employee because of age, race, creed, color, religion, marital status, gender, sexual orientation, national origin, or political affiliation.

B. The Employer and the Union agree that all employees covered under this Agreement have the right, without fear of penalty or reprisal, to form, join, and assist any union or to refrain from any such activity. There shall be no discrimination by the Employer or the Union against any employee because of the employee's membership or non-membership or activity or non-activity in the Union.

## ARTICLE XIV

### PROBATIONARY STATUS

A. All employees hired during the term of this Agreement shall serve a probationary period of six (6) months from the end of training. During this probationary period, the Employer reserves the right to terminate such employee for any reason. An employee, if terminated, shall not have recourse through the grievance procedure set forth in this Agreement. The probationary period may be extended at the discretion of the Borough Administrator and/or designee for one extension of forty-five (45) days.

## ARTICLE XV

### SEPARABILITY AND SAVINGS

If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.



## ARTICLE XVI

### UNION SECURITY AND AGENCY SHOP

A. The Employer shall deduct from each employee an amount equal to the initiation fees and membership dues uniformly required as conditions of acquiring and retaining membership in the Union, provided that the employee has duly signed, dated and delivered to the Employer, the written authorization form for such deductions set forth below in this Section 1(a). The Employer will notify the Union of any revocation of an authorization by an employee.

“I hereby authorize and direct my Employer to deduct from my wages and to pay over to UNITED SERVICE WORKERS UNION, IUJAT, Local 1N, such amounts, including Dues and Initiation Fees (as Membership Dues) in said Union, as may be established by the Union and become due to it from me during the effective period of this authorization.

This authorization may be revoked by me as of any anniversary date hereof, or termination date of the Collective Bargaining Agreement, whichever occurs sooner, by written notice signed by me. This Authorization shall automatically renew itself unless written revocation is submitted.”

B. Nothing contained in this Article shall be construed so as to require the Employer to violate any applicable law.

Pursuant to New Jersey Statute 34:13A-5.5 through 34:13A-5.9 inclusive, the Borough agrees to withhold eight-five (85%) percent of the regular membership dues charged by the Union to its members from the salaries of those

Borough employees covered by this Agreement who have not executed authorization permitting the Borough to withhold the full amount of the union dues, and shall forward that amount to the Union.

C. The Union agrees to establish and maintain a “demand and return” system in accordance with N.J.S.A. 34:13A-5.6 whereby employees who are required to pay the representation fee in lieu of dues may demand the return of the “pro-rata share” of expenditures by the Union that either in aid or activities or causes of a partisan political or ideological nature only incidentally related to the terms and conditions of employment or applied toward the cost of any other benefits available only to members of the Union. The demand and return system shall also provide that employees who pay the representation fee in lieu of dues may obtain review of the amount paid through full and fair proceedings placing the burden of proof on the Union. Such proceedings shall provide for an appeal by either the Union or the employee to the review board established for such purposes by the Governor in accordance with N.J.S.A. 34:13A-5.6, as amended. If during the term of this Agreement there shall be any change in the rate of membership dues which affects the amount of the representation fee in lieu of dues, the Union shall furnish to the Employer written notice thirty (30) days prior to the effective date of such change.

D. The Union shall indemnify, defend, and save the Borough harmless against any and all claims, demands, suites or other forms of liability that shall arise

out of or by reason of action taken by the Borough in reliance upon salary deduction authorization cards as furnished by the Union to the Borough, or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union advising of such changed deduction.

## ARTICLE XVII

### SENIORITY

A. A newly appointed employee shall be considered probationary and without seniority.

B. Seniority is defined as an employee's length of uninterrupted service with the Borough beginning with the employee's date of hire. Upon satisfactory completion of the probationary period, seniority shall accumulate until there is a break in service, at which time it will end. Part time employment with the Borough will not count for seniority calculation purposes.

C. A break in continuous service occurs when an employee resigns, is discharged for cause, retires, is laid off beyond the period of recall, or fails to return upon expiration of any leave of absence approved by the Borough.

D. In the event of a layoff, recall, transfer or demotion, seniority will prevail within the department or office, provided the most senior employees have the requisite qualifications and abilities to perform the work available, in the sole opinion of the Borough Administrator.

E. The Employer shall maintain and post a current seniority list.

## ARTICLE XVIII

### FULLY BARGAINED AGREEMENT

A. The Borough and the Union agree that this Agreement is the complete agreement between them and that no other understandings or agreements and no past practice shall be binding on the Borough or the Union during the term of this Agreement unless agreed to in writing between the Borough and the Union subsequent to the date of execution of this Agreement.

B. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

C. It is the intent of the parties that the provisions of this Agreement, except where noted in this Agreement, will supercede all prior agreements and understandings, oral or written, expressed or implied, between the parties, shall govern their entire relationship, and shall be the sole source of all rights or claims which may be asserted. The Union, for the life of this Agreement, hereby waives any rights to request to negotiate or bargain with respect to any matters contained

in this Agreement. It is mutually understood that this clause is a clear waiver as to any right or claim not expressed in this Agreement.

D. This Agreement is separate and distinct from and independent of all other agreements entered into between the Union and other employer organizations, irrespective of any similarity between this Agreement and any such other agreements. No act or thing done by the parties to such other agreements, or notice given under the provisions thereof, shall change or modify this Agreement, or in manner affect the contractual relationship of the parties hereof.

E. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing executed by both parties.

ARTICLE XIX

DURATION

A. This Agreement shall be in full force and effect from January 1, 2016 including December 31, 2018, and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

B. When no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement either party may serve upon the other a notice at least sixty (60) days prior to December 31, 2018 of any subsequent contract year, advising that such party desires to revise or change the term or conditions of such Agreement.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals at Englewood Cliffs, New Jersey, on the day and year first written above.

USWU LOCAL 1N

BOROUGH OF ENGLEWOOD CLIFFS

BY: Edward J. Kahn

Edward Kahn,  
President USWU Local 1N

[Signature]

BY: [Signature]

[Signature]

BY: [Signature]

[Signature]