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Union

AGREEMENT

Between

THE UNION COUNTY PARK COMMISSION

-and-

UNION COUNTY PARK, FIELD AND MAINTENANCE  
INDEPENDENT EMPLOYEES ASSOCIATION

Term:  
1/1/73 - 12/31/74

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THIS AGREEMENT made this            day of  
1973 by and between THE UNION COUNTY PARK COMMISSION, a  
public employer of the State of New Jersey (hereinafter referred to  
as "Commission"), and UNION COUNTY PARK, FIELD AND MAIN-  
TENANCE INDEPENDENT EMPLOYEES ASSOCIATION (hereinafter  
referred to as "Union"), and its members who are employed by the  
Commission.

PURPOSE AND INTENT

The Commission and the Union desire to establish,  
maintain and regulate all standards of hours of work, rates of pay,  
and all other terms and conditions of employment under which the  
employees of the Commission shall work.

## ARTICLE 1

### Recognition and Responsibility

1.1 The Commission hereby recognizes the Union as the exclusive representative for collective negotiations pursuant to a Certification of Representative of the State of New Jersey, Public Employment Relations Commission, dated August 20, 1973 (Docket No. RO-550) for a bargaining unit of all blue-collar employees of the Commission including craft employees but excluding foremen, supervisors within the meaning of the Act, clericals, police and all other employees.

1.2 Whenever the terms "employee" or "employees" are used hereinafter in this Agreement, such words shall be deemed to apply only to the employees of the Commission who are included within the bargaining unit above described.

1.3 Any employee hired shall serve a minimum probationary period from the date of such employee's commencement of his employment of ninety (90) days.

1.4 Foremen and other supervisory personnel shall act in a supervisory capacity and shall not perform work which would

deprive bargaining unit employees of a full regular week's work, provided that nothing contained herein shall be construed to prevent foremen or supervisory personnel from performing such work when bargaining unit employees are, in the opinion of the Commission, unavailable or unable to perform such work or when instructing or demonstrating the use of equipment or in any emergency situation.

## ARTICLE 2

### No Strike - No Lockout

2.1 The Union agrees that during the life of this Agreement, neither it nor its officers, representatives, committeemen, stewards, nor its members or any of them will call, sanction, encourage or engage in any strike or work stoppage. This provision shall not be construed as a waiver or relinquishment of any and all rights the Commission would have against the Union or its employees in the event of such activity.

2.2 The Commission agrees that during the life of this Agreement, it will not lock out any of the employees covered by the Agreement. This provision shall not be interpreted to prohibit the Commission from exercising its management right to cause a total or partial cessation of the work due to lack of work.

## ARTICLE 3

### Management Rights

3.1 All rights, powers, prerogatives and authority possessed by the Commission prior to the effective date of this Agreement are retained exclusively by the Commission except only as expressly and specifically abrogated by this Agreement.

## ARTICLE 4

### Grievance Procedure

4.1 The purpose of this Article is:

(a) To provide opportunity for discussion of any request or complaint; and

(b) To establish procedures to be followed for the processing and settlement of grievances as defined in this Article.

4.2 The term "grievance" as used in this Agreement is a request or complaint which has not been settled as a result of the discussions provided by Section 4.3(a) of this Article and which includes the interpretation or application of or compliance with the provisions of this Agreement.

4.3 There shall be three (3) steps for the processing of grievances:

(a) STEP 1:

Any employee who believes that he has a request or complaint may discuss the request or complaint with his immediate supervisor. A designated union representative shall have the right to participate in all such discussions.



Such requests or complaint shall be initiated within three (3) scheduled working days after the occurrence of the alleged incident, event or circumstance which gave rise to the request or complaint involved. A decision may be given to the employee or designated union representative within three (3) scheduled working days after the request or complaint is initiated. If the employee's immediate supervisor fails to give his decision within such three (3) scheduled working days, the matter may be reduced to written grievance form as provided in STEP 2.

(b) STEP 2:

Should the employee be dissatisfied with the supervisor's disposition of such request or complaint in STEP 1 above, such matter may, within nine (9) scheduled working days after the occurrence of the alleged event or within three (3) days after the receipt of the supervisor's answer, whichever is sooner, be referred in writing in

duplicate to STEP 2—namely, the employee, a designated union representative and the Superintendent of Field Operations, and such other persons as may be designated by management. The written grievance shall be signed by the employee and/or a designated union representative. Discussion shall take place as promptly as practicable and the decision shall be given to the employee and a union designated representative within five (5) scheduled working days from the date of referral to STEP 2.

(c) STEP 3:

Should the employee be dissatisfied with the Commission's disposition of the grievance in STEP 2, such matter may be referred to STEP 3, namely the employee, a union designated representative, the general superintendent and the personnel director and such other persons as may be designated by management. The Commission's management representatives and the Union shall discuss the merits of the grievance and shall hold

such meeting as they mutually agree upon. In the event the grievance is not satisfactorily answered within ten (10) scheduled working days after the date of the first such scheduled meeting of the parties, then the matter may be appealed by the Union to the Commissioners as hereinafter provided. If the Union does not notify the Commission in writing within thirty (30) calendar days after the date of the first such scheduled meeting of the parties provided herein in this Step of the procedure of its desire to take an appeal to the Commissioners, the grievance shall be considered to be settled on the last decision rendered.

(d) COMMISSIONERS:

The Commissioners, or such committee of commissioners as the Commissioners may designate, shall set aside a reasonable period of time at its next regularly scheduled meeting after the submission of the written notification, or such other date as may be scheduled by the Commis-

tioners or committee for the purpose of hearing the grievance. The Commissioners or Committee of Commissioners shall render a decision to the grievant within fifteen (15) days of such meeting unless it shall appear that additional information or testimony is desired in which event a decision need not be rendered until fifteen (15) days after the receipt of such additional information or testimony.

4.4 Time limits herein provided may be extended by the express mutual agreement of the Union and the Commission. However, unless such time limits are so extended, the Union and/or employee shall be absolutely precluded from proceeding further with any such complaint or grievance.

4.5 Authorized Union representatives shall be allowed a reasonable time off without loss of pay for the purpose of processing grievances in accordance with this provision, provided however that the Union representative shall first notify his supervisor before leaving his assigned duties. The processing of grievances before the Commission or at other than during normal working hours shall not be compensable.

## ARTICLE 5

### Holidays

5.1 The following days shall be considered holidays for the duration of this Agreement:

<u>Holiday</u>	<u>Date</u>
New Year's Day	January 1st
Lincoln's Birthday	February 12th
Washington's Birthday	Third Monday in February
Good Friday	
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	Fourth Monday in October
Election Day	1st Tuesday after 1st Mon. in Nov.
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25th

5.2 All employees shall receive eight (8) hours of holiday pay at their regular base rate for such holidays even though no work shall be required of them, provided that:

(a) Such employee has satisfactorily completed his probationary period preceding the holiday involved; and

(b) Such employee works the scheduled work day immediately preceding and the scheduled work day immediately following the holiday involved except if he

fails to work the day preceding or following the holiday because of one of the following conditions:

(1) The employee is unable to work due to an illness. The Commission may require proof of illness hereunder in such form as the Commission may, in its discretion, deem necessary to verify an employee's illness.

(2) The employee is on vacation during the week in which the holiday occurs.

5.3 Holidays occurring or falling on a Sunday shall be determined to fall on the following Monday. Holidays occurring or falling on a Saturday shall be determined to fall on the preceding Friday.

5.4 Recognizing that the Commission works every day of the year and that it is not possible for all employees to be off on the same day, the Commission shall have the right to require any employee to work on a holiday. In the event one or more employees are required to work on a holiday, the Commission shall make all reasonable efforts to first assign such work to the employee(s) with the most work seniority in the applicable classification. Should such employee(s) not desire to work on such day, then the Commission shall make all reasonable efforts to assign the work to an employee(s) with lesser work seniority within

the applicable classification. In the event an employee is required to work on any of the aforesaid legal holidays, he shall receive an additional day off with holiday pay within thirty (30) days of the holiday or he shall receive his holiday pay and the applicable rate of pay for working on such holiday.

5.5 A holiday falling during an employee's vacation shall be treated as a holiday and not charged against the employee's vacation time.

5.6 Effective January 1, 1974, in addition to those holidays specified in Section 5.1, all employees shall be entitled to two (2) paid personal days off during each calendar year. An employee, who is entitled to such personal days off, shall make written request at least two (2) weeks prior to the time to the Commission for the days during which such personal days off are to be taken. No employee shall be entitled to take such personal days off other than as authorized by the Commission, provided such authorization shall not be unreasonably withheld. There shall be no accumulation of personal days off.

## ARTICLE 6

### Vacations

**6.1** Employees who have fulfilled the eligibility requirements for vacation hereinafter set forth in this Article, shall receive a vacation with pay as follows:

(a) Those continuously employed for at least one (1) month shall receive one (1) day's vacation and for each month thereafter such employee shall receive an additional day's vacation.

(b) Those continuously employed for at least one (1) year but less than ten (10) years shall receive twelve (12) days' vacation.

(c) Those continuously employed for at least ten (10) years but less than twenty (20) years shall receive sixteen (16) days' vacation.

(d) Those continuously employed for at least twenty (20) years shall receive twenty (20) days' vacation.

**6.2** Vacation pay shall be on the basis of the employee's current straight-time rate as of the date upon which his vacation is taken.



Pay for vacation shall be calculated on the basis of eight (8) hours for each vacation day and forty (40) hours for each vacation week.

6.3 An employee's eligibility for vacation benefits hereunder shall be determined as of the date such employee completes his probationary period. Upon completion of such employee's probationary period, vacation benefits shall be retroactive to his date of hire.

6.4 Vacations shall be taken within the year after such vacations have been earned except that an employee shall be permitted to accumulate up to five (5) days' vacation to be taken the following year. An employee who is entitled to vacation herein shall make written request at least two (2) weeks prior to the time to the Commission for the time during which such vacation is to be taken. No employee shall be entitled to take any part of his vacation at any time other than as authorized by the Commission, provided such authorization shall not be unreasonably withheld.

6.5 An employee who is entitled to vacation pursuant to this Article may receive vacation pay in advance of taking his vacation provided that such employee makes written request for advance payment at least two (2) weeks prior to the time during which such vacation is to be taken.

6.6 Employees who resign without having given at least

two (2) weeks' notice of such resignation shall forfeit any right to vacations or vacation pay, but any employee who shall be laid off due to lack of work, or who dies while on the active payroll at the time of his death, or who resigns having given at least two (2) weeks' prior written notice of such resignation, shall be entitled to receive vacation pay prorated to the portion of the year in which he was eligible for vacation.

## ARTICLE 7

### Salaries and Wages

7.1 Effective January 1, 1973, the rate ranges shall be increased Five Hundred Seventy-five (\$575.00) Dollars. Effective January 1, 1974 all rate ranges will be increased Six Hundred Twenty-five (\$625.00) Dollars.

7.2 The salaries and wage schedule shall consist of five (5) steps. An employee, upon the successful completion of his probationary period, will be paid no less than the rate at Step 1 nor more than the maximum rate for his classification.

7.3 During the term of this Agreement incremental adjustments shall be made as follows:

(a) Any employee who on April 1, 1973 has had more than six (6) months employment in any Step (1 through 5) in a job classification shall receive his increment effective that date; and

(b) Any employee who on April 1, 1974 has had more than six (6) months employment in any Step (1 through 5) in a job classification shall receive his increment effective that date.

## ARTICLE 8

### Hours of Work and Premium Pay

8.1 The normal work week for bargaining unit employees on the payroll as of the execution of this Agreement shall consist of five (5) consecutive days of eight (8) hours each commencing on Monday and ending on Friday. The work week for bargaining unit employees within the classifications of stable grooms, janitors, trailside attendants and head greensmen shall consist of five (5) consecutive days of eight (8) hours each during any seven (7) day period. The work week for any employee hired after the execution of this Agreement or any bargaining unit employee who accepts a promotion to a higher rated classification shall consist of five (5) consecutive days of eight (8) hours each during any seven (7) day period. The Commission shall have the right in the case of an emergency to schedule any bargaining unit employee to work a work week consisting of five (5) consecutive days of eight (8) hours each during any seven (7) day period.

8.2 Employees shall be entitled to two (2) consecutive days off during each seven (7) day period, provided however, that the Commission shall have the right to require employees to work on such days.

8.3 Any employee who is scheduled to work and who actually does work in excess of forty (40) hours in any work week shall receive additional compensation for each such hour worked at the rate of time and one-half ( $1\frac{1}{2}$ ) the employee's straight-time hourly rate.

8.4 Any employee who is scheduled to work and who actually does work in excess of eight (8) hours in any work day shall receive additional compensation for each such hour worked at the rate of time and one-half ( $1\frac{1}{2}$ ) the employee's straight-time hourly rate.

8.5 For the purposes of this Article, "hours worked" shall include eight (8) hours on the holiday specified in Article 5.1 whether or not an employee is required to work on such holidays.

8.6 For purposes of this Article, "straight-time hourly rate" shall be defined as the hourly rate of pay exclusive of any longevity or other compensation.

8.7 An employee shall not be entitled to receive overtime compensation unless such overtime has been scheduled and authorized by the Chief, Maintenance Division; Chief, Forestry and Horticulture Division; Superintendent of Field Operations; or General Superintendent prior to such overtime being worked.

8.8 If an employee shall be recalled for work at any time outside of his regular working hours, or on any day when he would

normally be off duty, he shall receive at least three (3) hours' work at the applicable rate of pay.

8.9 Bargaining unit employees shall be entitled to a five (5) minute washup period immediately prior to such employee's scheduled lunch period. Bargaining unit employees shall be entitled to a five (5) minute washup period immediately prior to such employee's scheduled completion of work for the work day.

8.10 Bargaining unit employees shall be entitled to one (1) fifteen (15) minute coffee break as may be scheduled by the Commission.

8.11 There shall be no pyramiding of premium pay and whenever two (2) or more premium rates are applicable to particular hours worked, only the highest rate shall be paid.

## ARTICLE 9

### Sick Leave

9.1 Full-time permanent employees shall be entitled to sick leave as follows:

(a) An employee who has completed his probationary period shall be entitled to one (1) day sick leave for each month of employment thereafter for the calendar year within which he completed his probationary period. Upon completion of such employee's probationary period, sick leave benefits shall be retroactive to his date of hire.

(b) Thereafter, upon the completion of each year of employment, an employee shall be entitled to receive an additional fifteen (15) days sick leave.

9.2 Sick leave shall be cumulative from year to year but no employee shall be entitled to receive remuneration in lieu of sick leave.

9.3 To be eligible for benefits under this Article, an employee who is absent due to illness must notify his immediate supervisor at least one (1) hour before the commencement of his regularly scheduled work day. The Commission may require proof of illness hereunder in such form as the Commission may, in its discretion, deem necessary to verify an employee's illness.

## ARTICLE 10

### Jury Duty

10.1 When a bargaining unit employee is involuntarily summoned for jury service, he shall promptly notify his immediate supervisor and the Personnel Director and shall be excused from work for those days on which he receives pay for jury service. The Commission may request that the employee be excused or exempted from such duty if, in the opinion of the Commission, the employee's services are essential during the period of proposed jury service. For each day on which he otherwise would have worked, he shall be paid the difference between his regular rate and the payment he receives for jury service. The employee shall furnish official proof of such service and of the amount of pay received therefor.



## ARTICLE 11

### Bereavement

11.1 Bargaining unit employees shall be permitted time off without loss of regular pay for a period not to exceed three (3) consecutive working days to attend the funeral of a person in their immediate family. Immediate family shall be limited to father, mother, husband, wife, child, brother, sister, grandfather, grandmother, father-in-law, mother-in-law, or any relative who had permanently resided in such employee's household. Sufficient proof of death such as an obituary notice must be furnished upon request.

## ARTICLE 12

### Prior Practices

12.1 This Agreement contains all the terms and conditions of employment between the Commission and the members of the bargaining unit represented by the Union. All present, previous or past practices between the Commission and the employees covered by this Agreement are expressly incorporated within the terms and conditions of this Agreement. Any previous or past practice not so expressly incorporated herein shall be waived and shall otherwise be void and a nullity.

ARTICLE 13

Longevity

13.1 The longevity plan currently in existence shall be continued for the duration of this contract for those bargaining unit employees who were employed as of June 30, 1973. The longevity plan shall not be applicable to new hires after June 30, 1973.

## ARTICLE 14

### Severability

14.1 In the event any Federal or State law conflicts with any provision of this Agreement, the provision or provisions so affected shall be no longer operative or binding upon the parties, but the remaining portion of the Agreement shall continue in full force and effect.

## ARTICLE 15

### Unpaid Leave of Absence

15.1 Any bargaining unit employee may apply for a leave of absence without pay or other remuneration provided the employee shall make application in writing for such leave to his immediate supervisor and the Personnel Director at least two (2) weeks prior to the date such leave is requested.

15.2 The Commission may, in its sole discretion, grant the employee a leave of absence without pay or other remuneration which grant shall not be unreasonably withheld subject to the following conditions and exceptions:

(a) An employee who takes employment elsewhere without the written consent of the Commission during an approved leave of absence shall be considered as having voluntarily resigned.

(b) If an employee fails to report for work within one (1) working day of the expiration of an authorized leave of absence and does not give a satisfactory explanation for not returning, he shall be considered as having voluntarily resigned.

(c) An employee who shall be required to attend military encampment or who shall be called for National Guard duty shall be entitled to a leave of absence in accordance with applicable law.

(d) Whenever a bargaining unit employee shall become pregnant, she shall furnish the Commission with a certificate from her physician and a physician designated by the Commission within at least six (6) months from the date of her pregnancy. Maternity leave will be granted for a period not to exceed ninety (90) days prior to her date of delivery and thirty (30) days after her delivery. In the event the employee's physician and the physician designated by the Commission disagree as to the physical or mental capacity of such employee to continue working, both physicians shall designate a third physician to make a final determination as to such employee's capacity to work.

15.3 In the event an unusual emergency arises which might prevent the employee from making written request for a leave of absence or which might prevent an employee on leave from returning

at the end of a leave of absence, such employee may apply for a leave of absence or an extension to a leave of absence, which leave may be granted in the sole discretion of the Commission, and which grant shall not be unreasonably withheld.

## ARTICLE 16

### Insurance

16.1 Subject to the provisions below stated, the Commission agrees to provide the following insurance for the benefit of full-time bargaining unit employees:

(a) The Commission shall pay the entire prevailing premium for the Hospital Service Plan of New Jersey (Blue Cross), the Medical-Surgical Plan of New Jersey (Blue Shield) and Rider J and Major Medical coverage for the employee and his family, which coverage shall be effective at the earliest enrollment date subsequent to the effective date of this Agreement.

(b) All permanent employees not otherwise covered by any other state, county or municipal pension system shall enroll in the Public Employees' Retirement System of New Jersey within four (4) months of their permanent employment. The premium for enrollment in the Public Employees' Retirement System of New Jersey shall be in accordance with the laws of the State of New Jersey.



16.2 All such insurance shall be subject to the particular terms, conditions and provisions of the applicable contracts and policies of insurance. There shall be no responsibility or obligation whatsoever of the Commission in connection with such contracts or policies of insurance excepting only the undertaking to pay such premiums or charges for such coverage as provided in this Agreement.

16.3 The obligation of the Commission to pay such premiums for the purpose of maintaining benefits provided by said contracts shall be subject at all times to the following terms and conditions:

(a) The employee shall make written application to Blue Cross, Blue Shield, Rider J, Major Medical or other insurance company, as the case may be, on forms provided to them by the Commission at time of employment, shall deliver to the Commission such completed applications, duly executed and shall furnish to the Commission, in writing, all such detailed information as may, from time to time, be required by Blue Cross, Blue Shield, Rider J, Major Medical, or other insurance company as the case may be.

(b) In case of any change in the marital or family status of the employee pertinent to the benefits or kind of coverage of Blue Cross, Blue Shield, Rider J, Major Medical, or other insurance company, or the rate of the premiums or charges applicable thereunder, the employee shall immediately furnish the Commission with complete detailed information regarding the matter.

(c) The Commission shall not be liable or responsible for any error or delay of Blue Cross, Blue Shield, Rider J, Major Medical, or other insurance company, or any of them.

(d) The Commission, in every instance, shall have two (2) weeks from the date of receipt of written applications (pursuant to subparagraph (a) above) or of a written notification, pursuant to subparagraph (b) above, within which to transmit to Blue Cross, Blue Shield, Rider J, Major Medical, or other insurance company the pertinent information received by the Commission from the employee.

## ARTICLE 17

### Bulletin Boards

17.1 The Commission shall provide space on existing bulletin boards for use of the Union in posting notices restricted to the following types:

- (a) Notices of recreational and social affairs;
- (b) Notices of elections, appointments and results of elections;
- (c) Notices of union meetings;
- (d) Other notices concerning union affairs which are not political or controversial in nature.

Copies of all such notices, before they are posted, shall be submitted to the Personnel Department of the Commission for approval.

## ARTICLE 18

### Job Posting

18.1 In the event that the Commission intends to fill a bargaining unit job or creates a new job which would be applicable to the bargaining unit, the Commission shall invite bargaining unit employees to make application for such position.

18.2 The Commission shall post a notice of such available position for three (3) working days on Commission bulletin boards. An employee (including those on leave or those who are ill) desiring to apply for such position shall notify the Personnel Director in writing within such time. The Commission shall give careful consideration to all bargaining unit employees applying for the position as well as other persons who have made application. In making its decision, the Commission shall award the position to the applicant who, in the opinion of the Commission, is most able to perform the work. In the event that in the opinion of the Commission there is no difference in the ability of one or more such applicants to perform that work, then the Commission shall award the position to the bargaining unit employee with the greatest seniority. If the Union desires to submit to the grievance procedure the question of whether any such decision of the

Commission is arbitrary, it may do so. The successful applicant shall be awarded the position within ten (10) working days after termination of posting.

18.3 The successful applicant for the position, if a bargaining unit employee, must perform the job to the satisfaction of the Commission within ninety (90) working days after the date such position had been filled. Should he fail to perform the job to the satisfaction of the Commission, he may be returned to his former job.

## ARTICLE 19

### Safety and Health

19.1 It is the desire of both the Commission and the Union to provide for the safety of employees. There shall be established a Safety Committee consisting of four (4) persons, two (2) of whom shall be designated by the Union and two (2) of whom shall be designated by the Commission. The Safety Committee shall meet no more than once a month in order to review data bearing on the employees' safety and to make recommendations for the correction of any undesirable condition which may be found to exist to the Safety Director of the Commission.

## ARTICLE 20

### Physical Examination

20.1 When the Commission requires an employee to submit to a routine medical examination, the Commission shall schedule the time and place where the employee shall submit to such medical examination and shall pay the cost of the physician. The employee involved shall be paid for such time spent in taking the medical examination provided that in no event shall the employee be paid more than one hour's compensation. Where the employee desires that his own physician conduct the medical examination, this provision shall be inapplicable.

ARTICLE 21

Duration of Agreement

21.1 This Agreement shall be in effect from January 1, 1973 to December 31, 1974. It shall automatically renew itself from year to year thereafter provided, however, that either party may give written notice to the other not less than sixty (60) days prior to the anniversary date of this Agreement of a desire to make changes therein or to terminate the Agreement.

21.2 The provisions of this aforementioned Agreement shall be conclusive for its duration as to all bargainable matters or issues unless the Commission and the Union mutually agree to alter, amend, supplement, enlarge or modify any of its provisions.

THE UNION COUNTY PARK COMMISSION

By \_\_\_\_\_  
\_\_\_\_\_

UNION COUNTY PARK, FIELD AND MAINTENANCE INDEPENDENT EMPLOYEES ASSOCIATION

By \_\_\_\_\_  
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