

AGREEMENT
BETWEEN
THE COUNTY OF MIDDLESEX
AND
THE AMERICAN FEDERATION OF MUSICIANS
LOCAL 204-373
JANUARY 1, 2009 TO DECEMBER 31, 2012

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ARTICLE I

PREAMBLE

THIS AGREEMENT entered into on this day of 2010, between the County of Middlesex, a municipal corporation of the State of New Jersey, hereinafter referred to as the “Employer” and Local 204-373 of the American Federation of Musicians, hereinafter referred to as the “Union”; and

WHEREAS, the union has been selected as the sole bargaining agent for the musician employees as listed in Appendix “A” of this agreement as certified by an impartial canvas of June 2, 1999.

WHEREAS, the Union and the employer have engaged in negotiations, and, subject to applicable law and in consideration of the following mutual promises, covenants and agreements contained herein, the County agrees to recognize the Union as the exclusive representative of those musicians who shall be hired pursuant to the terms of this contract and subject to the provisions of this agreement.

ARTICLE 2

MANAGEMENT RIGHTS

A. Middlesex County hereby reserves to itself, without limitation, all powers, rights, authority, duties and responsibilities vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, without limitation, the following: The executive, management and administrative control of the County Government and its properties, facilities and activities of its employees utilizing personnel methods in the most appropriate and efficient manner possible as may be determined by the County; to make rules of conduct, to use improved methods and equipment, as well as duties, to decide the number of employees needed for any particular assignment or task and to be in sole charge of the quality and quantity of work required; to hire all employees, whether permanent, temporary or seasonal, to promote, transfer, assign or retain employees in positions with the County subject to Department of Personnel Rules.

B. In the exercise of the foregoing powers, rights, authority, duties, and responsibilities of the County, it shall adopt policies, rules, regulations, and practices and use its judgment and discretion in connection therewith to be limited only by the specific and expressed terms hereof in conformity with all applicable laws of this State and United States.

C. The County agrees to apply all rules and regulations promulgated by the New Jersey State Department of Personnel concerning any matter not specifically covered by this Agreement.

ARTICLE 3

MAINTENANCE OF WORK OPERATIONS

A. The Union hereby covenants and agrees that during the tenure of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize or support, nor will any or its members take part in any strike. A strike is understood to include any concerted failure to report for duty, work stoppage, slow-down, walk-out or other illegal job action against the County.

B. In the event of a strike, slow-down, walk-out or job action, it is covenanted and agreed that participation in any or all such activity by any Union member shall entitle the County to seek all appropriate disciplinary remedies and such other action permitted by law.

C. The Union agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slowdown, or other activity aforementioned or from supporting any such activity by any other employee or group of employees of the County 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 County 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 such breach of the Union by its members.

E. The County agrees not to lock-out its employees.

ARTICLE 4
STATUS AND POLICIES AS TO
MUSICIAN EMPLOYEES

A. **Purpose and Intention**

By this contract the parties recognize that they will alter the previous relationship of the musicians to the County which had heretofore retained said musicians as independent contractors for performances of musical productions held under the auspices of the Middlesex County Parks Department. The parties have determined that it is in their mutual best interests to hire said musicians as part-time seasonal employees rather than independent contractors.

B. **Initial Hiring Procedure**

The County shall, upon completion of appropriate personnel applications and forms, required by the County Personnel Department, offer employment to the persons designated in Appendix "A" as part-time seasonal employees. It is agreed that the Parks Department Director or his designee will schedule all rehearsals and performances with as much notice as possible to the employees. In the event that any regular employee is unable to participate in any scheduled musical event the employee, shall provide adequate notice to both the Parks Department and the Union. **It** shall be the duty of the Union to secure a qualified replacement who must satisfy the music coordinator as to their ability to satisfactorily perform the required program. Notwithstanding such selection of a replacement by the Local, the hiring of such musician shall be conditioned upon his or her completion of all County personnel applications including W-2 authorizations and necessary personnel information to conform with United States and New Jersey labor laws.

c. **Entitlements, Deductions and Benefits**

The parties recognize that by the nature of the musicians' status as part-time seasonal employees, they are not entitled to any benefits other than those accorded by law, such as workers injury compensation. More specifically, musicians hired under the terms of this contract shall not be entitled to any of the following enumerated benefits:

1. Vacation Accrual
2. Paid Sick Leave
3. Compensatory Time
4. Personnel Days
5. Bereavement Leave
6. State Pension Enrollment or Retirement
7. Medical Coverage
8. Longevity
9. Tuition Aid
10. Performance Incentives

It is expressly agreed that the only compensation and benefits shall be those specifically included in this contract. The parties recognize that compensation shall be paid biweekly through the County payroll and that the County shall make all the deductions from pay required by law including, but not limited to, Social Security, Federal Withholding, State Withholding and such other deductions as may be required by law from time to time.

ARTICLE 5
COMPENSATION SCALES

A. General Scale

The following scales shall remain in effect for the duration of the calendar years indicated below for Local 204-373 AFM musician performing Plays-in-the-Park. The below figures are based upon the following yearly percentage increase to the scales as of 2008: 2009 – 0%; 2010 - 2.00%; 2011 – 3.00%; 2012 - 3.75%.

<u>Position</u>	<u>3 hour-Rehearsal</u>	<u>4 hour-Rehearsal</u>	<u>Performance</u>
Conductor	\$101.53 (2009)	\$135.37 (2009)	\$170.38 (2009)
2%	\$103.56 (2010)	\$138.07 (2010)	\$173.79 (2010)
3%	\$106.67 (2011)	\$142.21 (2011)	\$179.00 (2011)
3.75%	\$110.67 (2012)	\$147.54 (2012)	\$185.71 (2012)
Sideman	\$81.69 (2009)	\$108.53 (2009)	\$117.86 (2009)
2%	\$83.32 (2010)	\$110.69 (2010)	\$120.22 (2010)
3%	\$85.82 (2011)	\$114.01 (2011)	\$122.83 (2011)
3.75%	\$89.57 (2012)	\$118.29 (2012)	\$128.47 (2012)

Musical Coordinator – shall be compensated double the sideman rate if playing; shall be compensated one and one-half the sideman rate if non-playing.

B. Doubling Rates

Doubling rates shall apply when any additional instruments are called for in the score, or when a musician is requested to perform on additional instruments by the Musical Coordinator. Doubling rates shall also apply when a musician is required to play and transpose cues. Each instance shall be paid at the first doubling rate. If a musician is required to play a cue transposed by a copyist, no additional payment shall be required. In addition, any musician required to play on-stage shall receive the first doubling rate in addition to any other doubling premiums. The rates for first and subsequent doubles shall be applicable to both rehearsals and performances and shall be as follows:

First doubles shall be paid an additional 12% of the general scale.

Second doubles shall be paid the first double fee, plus 10% of the general scale.

Third and subsequent doubles shall be paid the second double fee, plus 8% of the general scale for each additional double.

C. **Cartage**

Cartage shall be paid to performers of the following instruments at the following rates:

	<u>IN</u> <u>2009</u>	<u>IN</u> <u>2010-2012</u>	<u>OUT</u> <u>2009</u>	<u>OUT</u> <u>2010-2012</u>
Percussion (trap set)	\$25.50	\$27.50	\$25.00	\$27.50
Tympani	\$45.00	\$49.50	\$45.00	\$49.50
String bass	\$20.00	\$22.00	\$20.00	\$22.00
Tuba	\$20.00	\$22.00	\$20.00	\$22.00
Mallets (xylophone, Marimba, vibes)	\$25.00	\$27.50	\$25.00	\$27.50
Amplifer	\$20.00	\$22.00	\$20.00	\$22.00
Harp	\$55.00	\$60.50	\$55.00	\$60.50

D. Percussionists shall be paid \$10.00 in **2009**, and **\$15 annually in 2010 through 2012** for set up and tear down of their musical instruments. (This is one \$10, and one \$15, payment for the combined activities of set up and tear down, respectively in 2009 (\$10) and in 2010-2012 (\$15). It is not a separate payment for each activity).

E. **Rehearsal Pianist**

Rehearsal pianists shall be scheduled for a minimum call of three (3) hours and a maximum call of eight (8) hours. The hourly rate of pay shall be as follows, with a maximum of 80 hours per production:

2009-	\$32.50/hr.
2010 -	\$35.00/hr.
2011 -	\$36.00/hr.
2012 -	\$37.00/hr.

F. **Instrument Maintenance Allowance** –All musicians covered by this agreement shall be paid 2% of their gross pay for instrument maintenance.

ARTICLE 6
DUES DEDUCTION

1. The County agrees to deduct from the salaries of its employees to this Agreement dues for the Union. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. (R.S. 52: 14-15.9(e)), as amended. Said monies together with records of any corrections shall be transmitted to the Union Treasurer within five (5) working days from the payroll ending date of each biweekly payroll period.

2. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the County written notice thirty (30) days prior to the effective date of such change and shall furnish new authorizations from its members showing the authorized deduction for such employees.

3. The Union will provide the necessary "check off" authorization form and the Union will secure the signatures of its members on the form and deliver the signed forms to the Personnel Director. The Union shall indemnify, defend and save the County 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 County in reliance upon salary deduction authorization forms submitted by the Union to the County or in reliance upon the official notification on the letterhead of the Union and signed by the President and Secretary of the Union advising of such changed deduction.

4. The Union agrees that there shall be no discrimination, intimidation, restraint, coercion, harassment or pressure by it or its officers, agents or members against any employee who refuses to fails to execute an authorization form.

5. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the County Personnel Director. The filing of notice of withdrawal shall be effective to hold deductions as of January 1, or July 1 next succeeding the date on which the notice of withdrawal is filed, in accordance with N.J.S.A. 52:14-15.9(e) as amended.

6. Any employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days of initial employment within the unit, and any permanent employee previously employed with the unit who does not join within ten (10) days of re-entry into employment with the unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. This representation fee shall be paid in an amount not greater than eighty-five percent (85%) of the regular Union membership dues, fees, and assessments as certified to the employer by the Union. The Union may revise its certification on the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of the Agreement as long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in the provision by a successor agreement between the Union and the Employer.

7. The Union agrees to furnish the County with a copy of its "demand and return system", which must be established and maintained by the Union in accordance with the law.

8. The Union shall indemnify, defend and save the County harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of any action taken in making deductions and remitting the same to the Union pursuant to this Article.

ARTICLE 7

AMERICAN FEDERAL OF MUSICIANS AND

EMPLOYER PENSION FUND (AFM-EPF)

- A. On behalf of each musician covered under this Agreement, the Employer shall contribute to the American Federation of Musicians' Pension Fund (AFM-EPF) an additional amount that shall be equal to eight (8%) percent of all wages earned under this Agreement for the balance of this Agreement. Each payment shall be accompanied by the appropriate personnel or AFM B Report Form, setting forth for each musician on behalf of whom pension is being paid, the musician's name, Social Security number, date (or month) of service(s) for which pension is being paid, and the amount of pension contributed. All contributions to the AFM-EPF shall be paid no later than the end of the month following the month in which the services occurred, and shall be furnished to the administrator of such fund at a place designated by the Union.
- B. Based upon the March 1, 2010 American Federation of Musicians & Employers' Pension Fund document entitled: "Board of Trustees Decision on Elements of an Expected Rehabilitation Plan", pursuant to The Pension Protection Act of 2006, the County may be legally required to add to its 8% pension contribution to the Fund as is provided for in this Agreement, a surcharge adjustment of .4% for a total contribution of 8.4% from the "Surcharge Effective Date" (yet to be set, but the County will be notified of this date by the Fund, and/or union once it is determined) through March 31, 2011, and thereafter increased by .9% on 8% to 8.9% effective April 1, 2011 and thereafter. The County agrees to implement surcharge adjustments if and when it is notified by the Fund that the Board of Trustees of the Fund have approved and adopted these adjustments, subject to the County's review of final details of the rehabilitation plan that have yet to be established and as may require further approval by the County in regard to any other obligations that the Fund or its Board may seek to impose on the County as an employer under the Plan or as may otherwise be required under the law. All rights are reserved by the County in this regard. The County does not agree to undertake any other obligations pursuant to this agreement other than as has been set forth above. See Appendix B ("Form A") attached hereto, incorporated herein and made a part of this Collectively Negotiated Agreement.

ARTICLE 8

MUSICAL COORDINATOR

A Musical Coordinator shall:

- A. Engage all musicians for all services;
- B. Maintain pay and attendance sheets as furnished by the County;
- C. Have all musicians complete all necessary Personnel files;
- D. Furnish the County with completed pay information no later than the first business day following the final performance of each production;
- E. Arrive on-site fifteen (15) minutes prior to musicians' call and remain until fifteen minutes following rehearsal or end of performance;
- F. Be responsible for engagement of any required substitutes;
- G. Engage rehearsals pianists when required;
- H. Consult with each production's coordinator in regard to instrumentation;
- I. Assist in developing the musical budget, inclusive of instrumentation doubles required, cartage fees and total of all costs associated with each production;
- J. Notify all musicians of any scheduling changes, cancellations;
- K. Notify the County and AFM Local 204-373 of any injury suffered by a member of the bargaining unit.
- L. Notify the County of any damage claims made by bargaining unit members regarding musicals, instruments and/or equipment;
- M. Convey all changes/cuts to musicians before first performance;
- N. Distribute all parts to musicians before first service;

County facilities and/or employees may not be utilized in performing the Musical Coordinator's duties unless expressly agreed by the County. Furthermore, the Musical Coordinator shall be retained by the Union, Local 204-373 with the approval of the Department Head which shall not be unreasonably withheld.

B. The Musical Coordinator shall coordinate how the pit is to be used when non-musical things happen in the pit; and shall see that ingress and egress to the pit shall not be blocked, and shall notify musicians beforehand of the non-musical things that will happen in the pit as part of a performance to avoid a surprise.

ARTICLE 9

PRODUCTION STANDARDS

A. Working Conditions

Standard minimum rehearsal breaks of ten (10) minutes out of each hour of rehearsal and a minimum of fifteen (15) minutes break for intermission for performances (provided that the show has an intermission).

B. Substitute New Hires

Except in the case of an emergency, substitutions on any given performance shall not exceed twenty percent of the orchestra. Substitutions shall be permitted, provided that a qualified substitute is provided and that the substitute audits at least one performance.

C. Safety Committee

The parties agree to establish a Safety Committee consisting of two (2) members each from the Department and Local 204-373. The purpose of this Committee will be to establish mutually agreed-upon standards in regard to issues of musicians' safety, including, but not limited, to inclement weather.

D. Parking and Storage of Musical Instruments

In accordance with past practice, the Department will continue to provide parking and storage of musical instruments at the musician's own risk. The County will provide a locked part of the existing storage container on site for the exclusive use of union members to store their musical instruments for use in the performances, but the County shall not assume liability for the loss of or damage to, any stored instrument placed in the storage container.

E. Rehearsal Pianists

Scheduling – All Rehearsal Pianists shall be notified of the rehearsal schedule one (1) week (seven days) prior to the beginning of the scheduled work-week.

Minimum Call – rehearsal Pianists shall be scheduled for a Minimum Call of three (3) hours.

Maximum Call – rehearsal Pianists shall be scheduled for a maximum shift of eight (8) hours.

F. **Size of Orchestra**

The number of Musicians engaged for the season’s shows must be commensurate with the production being presented.

Minimum Number of Musicians:

1. **Subject to paragraph 2 below**, the minimum number of musicians engaged for Plays-in-the-Park, **where there is no “reduced orchestration” sanctioned by the musical company owning the rights to a play**, shall be determined by the following table, based on the published orchestrations for each production scheduled:

<u>If Orchestration Calls For:</u>	<u>2009 Will Use at Least</u>	<u>2010-2012 Will Use at Least</u>
11 Musicians	11 Musicians	11 Musicians
12 Musicians	12 Musicians	12 Musicians
13 Musicians	12 Musicians	13 Musicians
14 Musicians	12 Musicians	14 Musicians
15 Musicians	12 Musicians	15 Musicians
16 Musicians	13 Musicians	16 Musicians
17 Musicians	14 Musicians	17 Musicians
18 Musicians	15 Musicians	18 Musicians
19 Musicians	15 Musicians	19 Musicians
20 Musicians	16 Musicians	20 Musicians
21 Musicians	16 Musicians	21 Musicians
22 Musicians	17 Musicians	22 Musicians
23 Musicians	17 Musicians	23 Musicians

2. **The “published orchestration” used for any musical may be the “full orchestration” or the “reduced orchestration” if one is made available by the licensing company.**

3. For any production of ten (10) musicians or less, the Department agrees to hire the exact number of musicians called for in the orchestration.

4. In the event that the County chooses to perform a play opera or operetta with an orchestration greater than 24 musicians, it is agreed that no fewer than 23 musicians or 75% of the number of musicians the orchestration calls for, whichever is greater, will be used.

G. Hiring List Methods

The Musical Coordinator will fill the required seats in the orchestra for all shows from the PRIMARY HIRING LIST.

1. Each musician on the PRIMARY HIRING LIST will be given the right of first refusal to a seat in the appropriate section of the orchestra when his/her instrument is called for. The Musical Coordinator uses only those names that appear on the PRIMARY LIST. The musical Coordinator must give right of first refusal to those on the list without an asterisk in each category respecting their seniority of service. If a chair in any section has not been filled after calling all those without an asterisk, the Musical Coordinator must then call those members with an asterisk before calling for musicians who are not on the list.

2. If the Musical Coordinator is unable to fill a seat in the orchestra after having exhausted the list, he/she may go “off the List” and hire a qualified musician under the terms set forth in the contract.

3. The Musical Coordinator may invoke a “special need” when the repertoire calls for specialized services that can not be reasonably fulfilled using the PRIMARY HIRING LIST or its methodology. “Special needs” hires shall not be used to displace musicians from the PRIMARY HIRING LIST.

4. The Musical Coordinator may fill only two seats per show using the "special needs" as a cause.

5. If a musician on the list does not fulfill the 25% performance requirement in any of two years for a period of two consecutive years, his/her name will be removed from the PRIMARY HIRING LIST. In this instance, a second call musician will be moved up or, in absence of such, a new name will be added at the discretion of the Musical Coordinator upon consultation with the designated Union representative.

ARTICLE 10

MISCELLANEOUS PROVISIONS

A. **Union Steward**

Plays-in-the-Park shall permit the Union to designate one performing musician as a Union steward on each production to handle such Union business as may from time to time be delegated to them by the Union. The Union shall furnish Plays-in-the-Park the names of the Union stewards and shall give the Producer written notice of any change in such officials. Plays-in-the-Park will not discriminate against the stewards for the proper performance of their Union duties and such duties shall not interfere with the stewards' musical performance.

B. **Union Emblem**

The County agrees to include in the playbill, the emblem of the American Federation of Musicians accompanied by the following caption to be printed beneath it

"The Musicians, Conductors, Music Preparation Personnel and Librarians employed in this production are members of the American Federation of Musicians of the United State and Canada",

C. **Union Access**

Representatives of AFM Local 204-373, in whose jurisdiction the musicians shall perform hereunder, shall have access to the place of performance for purpose of conferring with the musicians. Such conferences shall take place and conclude no later than thirty (30) minutes prior to any performance, practice or attendance at the site and no earlier than thirty (30) minutes following any performance, practice or attendance at the site in

any way relating to work, and shall not interfere with any performance, practice or attendance at the site.

D. Recording

No performance or rehearsal shall be recorded, reproduced or transmitted from place of performance in any manner or by any means whatsoever, in the absence of a prior written agreement with the AFM specifically relating to and permitting such recording, reproduction or transmission.

E. Sign-In-Policy

If a performance is cancelled by 6 P.M., musicians need not sign-in to be paid if scheduled to perform for a show. If a performance is not cancelled by 6 P.M., then musicians must still sign-in to be paid for a performance, even if the performance is cancelled anytime after 6 P.M., but before the show is scheduled to begin. If they do not sign-in when required to do so, they shall not be paid for a cancelled performance.

ARTICLE 11
GRIEVANCE PROCEDURE

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

2. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member(s) of the Community Services Department.

3. The term "grievance" as used herein refers to any controversy arising over the interpretation, application or alleged violation of this Agreement affecting the terms and conditions of employment. A "grievance" may be raised by an individual or the Union at the request of or on behalf of an individual or by the County.

4. 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:

A. Step One -Musical Coordinator: The aggrieved musician shall file the grievance in writing within ten (10) days after the occurrences of the event giving rise to the grievance. An earnest effort shall be made to settle the differences between the aggrieved musician and the Musical Coordinator for the purposes of resolving the matter informally. Failure to act within the said ten (10) calendar days shall be deemed to constitute an abandonment of the grievance. The Musical Coordinator

will answer the grievance in writing within ten (10) calendar days of receipt of the written grievance, with copies to the Union and the Director of Parks and Recreation.

- B. Step two -Director of Parks and Recreation: If no agreement can be reached at Step One, the musician or the Union may present the grievance in writing within ten (10) calendar days thereafter to the Director of Parks and Recreation or his designated representative. The grievance at this step shall contain the relevant facts and a summary of the preceding oral discussion, including the applicable section of the contract violated and the remedy requested by the grievant. The Director of Parks and Recreation or his designated representative will meet with the parties and answer the grievance in writing within ten (10) calendar days of receipt of the written grievance, with copies of the Union and the County Personnel Director.
- C. Step Three -County Personnel Director: If the Union wishes to appeal the decision of the Director of Parks and Recreation, or his designated representative, such appeal shall be presented in writing to the Personnel Director designated representative within ten (10) calendar days, accompanied by a brief outline of the material facts and the rationale for the grievance, including the Article of the contract that was violated. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Personnel Director or his designated representative shall respond in writing to the grievance

within ten (10) calendar days of the submission, with a copy to the Union.

D. Step Four -Binding Arbitration: In the event the grievance has not been satisfactorily resolved at Step Three, the Union and only the Union may submit the matter to arbitration on the following condition:

1. The request for arbitration must be filed in writing with the Public Employment Relations Commission (PERC) no later than thirty (30) calendar days after receipt of the response or expiration of the time to respond at Step Three.
2. Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration. The Union's decision to request the movement of a grievance to arbitration or to terminate the grievance prior to submission to arbitration shall be final.
3. For all grievances, the cost for the service of the arbitrator shall be borne equally by the County and the Union. Any other expenses, including but not limited to the presentation of witnesses and the preparation of transcripts, shall be paid by the party incurring same.
4. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, subtract from, or alter in any way the provisions of this Agreement or any amendment

or supplement thereto. The decision of the arbitrator shall be final and binding.

5. 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 any grievance is not processed to the next succeeding step of the Grievance Procedure within the time limits prescribed, then the disposition of the grievance at the last preceding step shall be deemed to 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 provided for processing the grievance at any step in the Grievance Procedure.
6. Any aggrieved party may be represented by the Union's representative at all stages of the grievance procedure.

ARTICLE 12

WORK-INCURRED INJURY

A. Employees who are injured, in the course of employment, must make an immediate report within forty -eight (48) hours thereof to the Department Head.

B. Employees may not return to work without certification from the designated compensation physician stating that they are capable to returning to work. Should the County seek an additional opinion, it may order the employee to be examined by a medical physician for a certification to return to work at County expense. Should there be a difference of opinion between the two doctors, the County may send the employee to a third doctor at County expense.

ARTICLE 13

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, sex, national origin, political affiliation, sexual preference or physical or mental handicap.

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 employee organization 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 14

SEVERABILITY

A. If any provision 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 deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

B. If any provisions of this Agreement are subsequently declared to be unlawful by a proper legislative, Administrative authority or court of competent jurisdiction, the parties agree to negotiate an appropriate resolution of such issues within the law,

ARTICLE 15
PERSONNEL FILES

A. A separate personnel history file shall be established and maintained for each employee covered by this Agreement. Personnel history files are confidential records and shall be maintained only in the Middlesex County Personnel Director's Offices. Documents or records held within a department are not part of the official personnel record unless the originals or true copies thereof are filed with the County Personnel Director with notice thereof to the employee.

B. Each employee shall have the right to inspect and review his or her own individual personnel file, upon request to the Employer. The Employer recognizes and agrees to permit this review and examination at any reasonable time. Employees shall have the right to photocopy, at the employee's expense, define, explain, or object to in writing anything found in his or her personnel file, and this writing shall become a part of the employee's personnel file. Such response must occur within ten (10) days of discovery in the file or be waived.

C. All personnel history files shall be carefully maintained and safeguarded.

D. Employees shall receive a copy of each derogatory or disciplinary document being placed in his or her personnel file within ten (10) days of its filing. The employee shall sign off and date any document given to them, and have the right to place a written rebuttal response to any and all disciplinary documents contained in the personnel file. All warnings and minor reprimands over one (1) year old shall be deleted from the County personnel file on the employee's written demand provided there are no subsequent reprimands, warnings, corrected and/or disciplinary actions of the same nature in the employee's file. All major

disciplinary actions will remain in the employee's file,

E. The files maintained by the County Personnel Director are the official personnel files for all employees. No other official file or personnel record will be maintained. However, it is agreed that a departmental reference file will be maintained for day-to-day reference.

ARTICLE 16

SAVING CLAUSE

A. It is mutually agreed that all benefits currently enjoyed by employees shall remain in effect and become part of this Agreement.

B. Previous benefits existing or alleged to have been existing prior to the effective date of this Agreement shall not be admissible in any judicial or grievance procedure hearing.

C. In order for a benefit to be binding, it must be:

- 1) clearly enunciated and explicitly upon; and
- 2) readily ascertainable over a reasonable period of time as a fixed and established benefit accepted by both parties.

ARTICLE 17

SEXUAL HARASSMENT & DISCRIMINATION

The parties will be bound by all the terms and provisions of the Sexual Harassment **and** **Discrimination** Policy as promulgated in the County Personnel Policy.

ARTICLE 18

COUNTY RIGHT TO TERMINATION

The parties expressly recognize that budgetary funding for Plays-in-the-Park is contingent upon economic and budgetary factors subject to the discretion of the Board of Chosen Freeholders. The parties agree that in the event the Freeholders decide in their discretion that economic priorities make it advisable, in the interest of the citizens and taxpayers, to discontinue the Plays-in-the-Park program, no liability shall attach under the terms of this contract to the musicians/employees beyond payment for services already rendered as of the discontinuance of the program. The Union expressly acknowledges that such action shall not rise to any claim, cause of action or suit either in the Courts or any administrative body.

ARTICLE 19

FULLY BARGAINED AGREEMENT

A. This Agreement is the complete and final understanding of the parties encompassing all bargaining issues which were or could have been the subject of negotiations. During the term of the contract, neither party may be required to negotiate with respect to any matter not covered by this contract, whether such matters were within the knowledge or contemplation of either or both parties at the time of the execution of this contract.

ARTICLE 20

DURATION

A. This Agreement shall be in full force and effect as of the date of signing and remain in effect to and including December 31, 2012. The Agreement shall continue in full force and effect from year to year thereafter, until one party or other gives notice in writing at least one hundred and twenty (120) days and no more than one hundred and eighty (180) days prior to December 31, 2012.

B. Upon conclusion of this Agreement, both the County and Union reserve the right to negotiate any of the terms herein set forth in these Articles, as deemed necessary or beneficial by either party. Result of such negotiation shall be entered into the succeeding Agreement and shall be in full force and effect for the duration of that and any subsequent Agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed by the parties and caused their proper corporate seals to be affixed the day and year first above mentioned.

SIGNED, SEALED AND DELIVERED IN THE

PRESENCE OF:

THE AMERICAN FEDERATION OF MUSICIANS
LOCAL #204-373

Union President

Union Secretary

Union Representative

BOARD OF CHOSEN FREEHOLDERS

Margaret E. Pemberton
Clerk of the Board

Christopher D. Rafano, Director
Board of Chosen Freeholders

APPROVED AS TO FORM AND LEGALITY:
Eric M. Aronowitz, Esq.
First Deputy County Counsel

**APPENDIX A
PIP ORCHESTRA
PERSONNEL ROSTER**

Strings (Violin, Villa, Cello)

Katrina Kormanski

Reeds

Melisa Bohl
Chris Pedersen
Barbara Santoro
Scott Grimaldi
Barry Nudelman
Katherine McClure

Trumpets

David Schneck
Joseph Mosello

Trombones

Robert Hankle
Jay Shanman
Joseph Stankko

French Horns

Jack Bergacs

Percussion

Greg Giannascoli

Keyboards

Don Tennenblatt
Warren Helms
Mark Baron
Joseph Elefante

Guitar

Alan Cohen

Bass

John Hoesly

APPENDIX B

“FORM A”

“Rehabilitation Plan language to supplement CBAs entered into before April 1, 2010”

**“SUPPLEMENTAL AGREEMENT
BETWEEN
AFM LOCAL 204-373
AND
THE COUNTY OF MIDDLESEX”**

This Supplemental Agreement between AFM Local 204-373 (“Union”) and The County of Middlesex (“Employer”) supplements the parties’ collective bargaining agreement (the “CBA”) dated from January 1, 2009 through December 31, 2011.

Effective June 1, 2010, Employer will contribute to the American Federation of Musicians and Employers’ Pension Fund (the “Fund”) in accordance with the contribution schedule of the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010 (the “2010 Rehabilitation Plan”), which is incorporated by reference into this Supplemental Agreement. Specifically, the Employer’s contribution rate under the CBA will increase as follows:

- Effective June 1, 2010, the Employer’s contribution rate will increase from 8.0% to 8.4%.
- Effective on April 1, 2011, Employer’s contribution rate will increase from 8.0% to 8.9%.

All remaining provisions of the CBA remain in effect.