

AGREEMENT

Between

Berklee College of Music

And

Local 2222, AFL-CIO

Of the

International Brotherhood of Electrical Workers

February 11, 2026 to February 10, 2029

PREAMBLE

This Agreement is entered into as of February 11, 2026 by and between Berklee College of Music (herein referred to as the "Employer" or "Berklee") and IBEW Local 2222 (herein referred to as the "Union").

ARTICLE 1

UNION RECOGNITION AND GENERAL TERMS

1.1 RECOGNITION

Berklee College of Music hereby recognizes the International Brotherhood of Electrical Workers, Local 2222, AFL-CIO as the sole and exclusive bargaining representative of the following unit:

All regular full-time and part-time (including per diem) Studio Operations and Support Consultants and Audio Engineers in the Studio Operations Group; Lab Operations and Support Consultants and Equipment Room Specialists in the Lab Operations Group; and Multimedia Support Consultants in the Classroom Technology Support Group employed by the Employer at its Boston campus; but excluding all managers and all confidential employees, supervisors, and guards as defined in the Act, and all other employees.

1.2 BARGAINING UNIT WORK

The Union recognizes that non-bargaining unit personnel perform the work which employees covered by this Agreement perform and agrees that nothing in this Agreement is intended to prohibit or restrict this practice, provided, however, that such work continues to be performed consistent with current practice and such work shall not directly cause a layoff of bargaining unit employee(s).

ARTICLE 2
DEFINITIONS

- A. International Brotherhood of Electrical Workers Local 2222 shall hereinafter be referred to as the Union.
- B. Berklee College of Music shall hereinafter be referred to as the Employer or Berklee.
- C. In the event that a deadline in this Agreement occurs on a Saturday, Sunday or recognized holiday, the deadline shall be moved to the next business day.

ARTICLE 3
UNION AFFAIRS

3.1 UNION SECURITY AND DUES CHECKOFF

- A. Each unit member employed on or after the effective date of this Agreement, as a condition of employment, will become a member of the Union or begin paying the required service fee within thirty (30) days of the effective date of this Agreement or following their start date in the bargaining unit, whichever is later. Employees shall remain a member of the Union or service fee payer for the duration of this Agreement.
- B. The Employer agrees that it will deduct Union membership dues during each pay period in an amount established by the Union and certified in writing by the Union's Financial Secretary to the Employer from the wages of each unit member who executes a written authorization to make such deduction. Deductions will be made beginning with the first full pay period commencing at least fourteen (14) calendar days following receipt by the Employer of the dues deduction authorization. The Employer may include a dues deduction authorization form and a membership application form in the package of materials which it provides to new full-time, new part-time, and new per-diem unit members at the time of hire. Berklee will notify the Union whenever a bargaining unit member ceases authorization for dues deduction or changes between service fee payer and full dues paying member, and the Union will notify Berklee of the same, if it receives such information from a member.

C. Dues and service fees deducted will be remitted to the Union Financial Secretary by the fifteenth (15th) of the following month. Accompanying each remittance shall be a list of the unit members from whose wages deductions were made and the amounts deducted.

D. Any authorization to withhold Union dues or service fees from the wages of an employee shall terminate and such withholding shall cease upon the happening of any of the following events:

1. termination of the employee's employment in a bargaining unit position,
2. written notice by the employee to the Employer of cancellation of the dues authorization, or
3. The expiration of this Agreement.

E. The Employer shall be under no obligation to make any deductions for dues or service fees if any unit member's wages within any pay period, after deductions for withholding tax, retirement, insurance and other mandatory deductions as required by law or authorized by the unit member, is less than the amount of authorized dues or service fees deductions. In such event, the Union shall inform the Employer of the total dues owed and the Employer agrees to make up missed dues through payroll deduction at a rate of up to 10% per pay period.

F. When an employee is out of work on a Berklee paid leave, dues will continue to be deducted. However, the Union shall inform the Employer of the total of any missed dues owed, and the Employer agrees to make up missed dues through payroll deduction at a rate of up to 10% per pay period.

G. The Union shall provide a legally sufficient and properly executed dues authorization form to the Office of Human Resources to authorize dues or service fees deductions.

H. The Union will indemnify the Employer and hold it harmless against any and all suits, claims, demands and liabilities for damages or penalties that may arise out of any action that might be taken by the Employer for the purpose of complying with the foregoing provisions of this article, or in reliance on the correctness of any list or authorization furnished by the Union to the Employer, provided that the Employer has given timely notification to the Union upon the

filing of any such suits, claims, demands or actions. The Employer will notify and may call upon the Union to defend any suits, proceedings or actions arising out of the foregoing indemnity provisions of this Article. If called upon to do so, the Union will defend such suits, proceedings or actions without cost to the Employer and in the event the Union fails to defend such suits, proceedings or actions, the Employer may undertake such defense and all costs thereof, including legal fees, shall be paid by the Union.

I. This Article applies to all unit titles as described in Article 1.

3.2 UNION STEWARDS

A. The Union shall have the right to appoint up to three (3) Stewards from the Bargaining Unit, who will act as agents and representatives of the Union.

B. Stewards shall generally be responsible for the investigation and presentation to the Employer of employee grievances in accordance with the provisions of this Agreement. Time spent by a steward preparing for and in grievance meetings shall be done during the steward's normal working time, and such time is compensable. All other non-grievance related Union business shall be conducted on personal time and shall be non-compensable, except with approval by management.

C. The Union shall supply to Berklee, in writing, the names of the Stewards. The Union will promptly notify Berklee of all Steward changes. -

D. Stewards may be granted time off without pay for Union activities, such as for steward training or Union conferences, during working hours if approved by management in advance. Section D will not be grievable or arbitrable.

ARTICLE 4

DURATION OF CONTRACT

A. This Agreement shall be in full force and effect from February 11, 2026 through February 10, 2029 and shall continue from year to year thereafter unless written notice to terminate this Agreement is served by either party upon the other by certified mail, return receipt, and email and such notice is received at least sixty (60) calendar days prior to the date of

expiration, in which event this Agreement shall terminate at midnight of February 10, 2029 unless renewed or extended by mutual written agreement signed by the parties.

B. If notice of termination is given as provided in Section A above, negotiations for the new agreement shall begin within thirty (30) calendar days of the receipt of such notice but in no event earlier than ninety (90) calendar days prior to expiration of this Agreement, unless mutually agreed to.

ARTICLE 5 UNION COMMUNICATION

Berklee will allow the Union to email bargaining unit members at their Berklee email addresses for the sole purpose of requesting the employee's personal contact information.

ARTICLE 6 GRIEVANCE PROCEDURE

A. A grievance is a complaint involving the interpretation or application of any of the provisions of this agreement or a complaint that an employee or group of employees for whom the Union is the bargaining agent has, in any manner, been unfairly treated. An employee may first consult their immediate supervisor to resolve the complaint. If the complaint is not resolved the employee may then follow the grievance procedure outlined below:

- STEP 1: The Union shall present the grievance, in writing, to the employee's Director (or Senior Director, where there is no Director). A decision shall be rendered within ten (10) business days of the grievance hearing.
- STEP 2: The Union may next present appeal, in writing, to the employee's Senior Director and Senior Human Resources Business Partner, within ten (10) business days after receipt of Berklee's Step 1 decision. A decision shall be rendered, in writing, within ten (10) business days of the grievance hearing.
- STEP 3: The Union may next present appeal to Berklee's Senior Vice President of Human Resources and Vice President and Chief Information Officer for

Academic Technology, in writing, within ten (10) business days after receipt of Berklee's Step 2 decision. A decision shall be rendered, in writing, within ten (10) business days of the grievance hearing.

- STEP 4: The Union may next present appeal, in writing, by submitting the grievance to arbitration with the American Arbitration Association within thirty-five (35) calendar days after receipt of Berklee's Step 3 decision.

B. A grievance must be presented initially within fifteen (15) calendar days of the event or knowledge of the event giving rise to the grievance. The written grievance must contain the following: (a) brief description of the facts upon which the grievance is based; (b) the provisions of this Agreement allegedly violated; and (c) the remedy sought.

C. Disposition of any grievance not appealed within the specified time limit shall be considered final.

D. At Steps 1, 2, and 3 of the grievance process, the parties will meet for a grievance hearing within ten (10) business days of commencement of that step. When arranging such grievance hearings, Berklee College will notify the union of the number of managers expected to be present and allow the union to have an equal number of stewards. The Employer agrees to compensate the union stewards attending Steps 1, 2, and 3 grievance hearings.

E. Time Limits designated in this Article for processing grievances and for bringing a matter to arbitration may only be extended by mutual written (e.g., email) agreement.

F. Multiple or related grievances will not be resolved in the same arbitration proceeding unless mutually agreed to by the Parties in writing.

G. The arbitrator shall not have the power to add to, delete from, modify or amend any of the Provisions of this Agreement. If a grievance concerns any determination of Berklee involving the exercise of discretion, such determination shall not be set aside by the arbitrator unless he/she shall find it to have been made arbitrarily or in bad faith. All fees and expenses of the arbitrator, if any, which may be involved in the arbitration proceeding shall be divided equally between the Union and Berklee, and each party shall bear the cost of preparing and

presenting its own case. The cost of a court reporter will be divided equally between the Union and Berklee.

H. This Article will not apply to any grievance relating to a violation of the No Strike/No Lockout provisions of this Agreement.

ARTICLE 7 SCHEDULES

7.1 BASIC SCHEDULES

A. A full-time schedule shall be a minimum of thirty-five (35) hours per week, consisting of five (5) 7(+)-hour shifts.

B. Berklee shall have the right to establish or change work schedules on an individual, job classification, or department-wide basis. Berklee shall have the right to determine the number of employees needed on each shift, the starting and ending times of each shift, as well as the breaks and lunch periods based on the needs of the business.

C. For Classroom Technology Services, seniority within each classification (meaning Multimedia I and II, separately) shall govern the setting of employees' regular schedules. Upon being set, bargaining unit members may work together to accommodate each other's requested schedules, provided that any shift swaps must be approved by management. In the event of a vacancy, and provided there are no per diem Classroom Technology Services employees, management will solicit volunteers, by seniority order to adopt the vacant schedule.

D. For Lab Operations, seniority shall govern the setting of employees' regular schedules. Upon being set, bargaining unit members may work together to accommodate each other's requested schedules, provided that any shift swaps must be approved by management. In the event of a vacancy, and provided there are no per diem Lab Operations employees, management will solicit volunteers, by seniority order to adopt the vacant schedule.

E. For Studio Operations, management will solicit input from employees when establishing full-time and part-time employees' regular schedules. Management will endeavor to honor those scheduling preferences but ultimately has discretion to set employees' regular

schedules subject to the following rotation. In any given semester, an employee will be assigned to either (a) morning and afternoon shifts or (b) afternoon and overnight shifts. Employees will not be assigned, as part of their regular schedule, morning and overnight shifts during a single semester. Further, management will rotate schedules such that employees will not be required to work more than three (3) overnight shifts per week, and employees who prefer not to work overnight shifts will not have to do so for more than two (2) consecutive semesters. Notwithstanding the foregoing, management may extend an employee's overnight rotation for subsequent semesters if necessary to meet the needs of the bargaining unit overall by seeking volunteers by seniority, and if none, assigning by inverse seniority.

F. Per diem employees' schedules, including schedule changes, can be assigned at management's discretion.

G. Work occurring between the hours of 11:00 PM and 7:00 AM shall receive an hourly differential of ten percent (10%) of the employee's straight time rate, provided that if the overnight shift is scheduled to start earlier (e.g., 10:45 PM), this differential shall apply to the time when such employees overnight shift begins.

H. In the event Berklee utilizes part-time employees, full-time employees shall have preference for shifts over part-time employees. Part-time employees shall have preference for shifts over per-diem employees as specified in article 7.1 C, D, and E.

I. Full-time employees regularly scheduled to work on a Berklee-recognized holiday, but who do not work that day, shall be paid their regularly scheduled hours for that day, at their straight time rate. Part-time employees who work at least 17.5 hours a week and who are regularly scheduled to work on a Berklee-recognized holiday will receive pro-rated holiday pay at their straight time rate based on their FTE. When a holiday falls on a day where an employee is regularly scheduled for a double-shift, the employee will be granted their scheduled work hours as holiday pay.

J. When a full-time or part-time employee works on a holiday, the employee shall be paid for their working time, plus holiday pay at their straight time rate equal to the number of hours worked on that holiday. If a holiday falls on a day that either a full-time or part-time

employee is not regularly scheduled to work, such employee will not receive holiday pay, however, the employee is eligible to take another day off as holiday time, with advance management approval, within thirty (30) days of the holiday.

K. When Berklee closes due to inclement weather, or other emergent safety or security- related reasons, employees scheduled to work that day, including full-time, part-time, and per-diem, will be paid for their scheduled shift, provided that this Section shall not apply for extended closures, as determined in Berklee's sole discretion.

7.2 INTERSESSION SCHEDULES

A. During defined periods of intersession, Studio Operations employees who have worked night shifts in the prior academic semester will be assigned a shift start time of 2:00 PM or later, provided that Berklee may require an occasional earlier start to accommodate business needs. This article will also apply to the Classroom Technology Support Group and the Lab Operations Group should they be assigned overnight shifts.

7.3 CHANGES IN SCHEDULES

A. Full Time employees shall be advised by at least the Wednesday in advance of the work week in which a change is made in the employee's regular schedule and if not so advised, all hours worked outside of the regular schedule for that week only shall be paid at time and one-half the basic hourly rate. For instance, an employee regularly scheduled Monday – Friday who is notified the prior Thursday that their regular schedule will change to Tuesday – Saturday shall be paid time and one-half their hourly rate for the Saturday shift that week only. This provision shall not apply to temporary or one-off schedule changes (e.g. shift coverage or special events).

B. Assignments for Audio Engineer – Special Events time shall be assigned at management's discretion. In the event an Audio Engineer – Special Events shift is cancelled with three (3) days' or less notice, and the employee is not otherwise rescheduled for other work, Berklee shall pay the employee for the scheduled shift at the employee's regular rate of pay. Such time shall not count toward the overtime threshold. Further, such cancellation pay is only applicable in instances when the shift is entirely cancelled; if such shift starts late or ends early, the employee shall be paid for time worked.

ARTICLE 8
NO STRIKE/ NO LOCKOUT

A. While this Agreement is in effect, the Union, its representatives, agents or members, will not cause, assist, encourage, participate in, condone, ratify or sanction, and employees will not take part in any strike, picketing, work stoppage, slowdown, sick-out or other curtailment, restriction, disruption or interruption of work for any reason. The Union will not cause, assist, encourage, condone, ratify or sanction any employee to refuse and no employee shall refuse, to cross any picket line established by any labor organization, including the Union, or group of individuals at Berklee's premises or any premises where Berklee is doing business, provided that in the event of a picket line formed at a Berklee-owned building, Berklee will provide employees access through an alternative entrance where doing so is reasonably possible. Berklee has the right to discipline, suspend or discharge any and all employees taking part in a violation of this Article. Berklee's decision to discipline, suspend or discharge an employee under this Article shall not be subject to Article 6, Grievance and Arbitration Procedures, except as to the question of whether or not the employee took part in such conduct.

B. Berklee shall be entitled to obtain immediate arbitration whenever a violation of Section A above shall be alleged. In this event, notice shall be made by email to the Union, and to the permanent arbitrators to be selected by the parties for such purposes, who shall serve as such for the duration of the Agreement. The arbitrator shall hold a prompt hearing within forty-eight (48) hours after receipt of the notice and shall render an award within twelve (12) hours after the hearing. In such case, the arbitrator shall make findings of fact concerning the alleged violation, and if a violation shall be found to have occurred, they shall prescribe appropriate relief including an order requiring any party or parties or employee or group of employees to desist from any violation of Section A above, and/or an award for damages, including liquidated damages, for a breach of this Article, after the same or a subsequent hearing, against the offending employee or employees, party or parties. In the event the arbitrator enters an order to desist from any violations of Section A above, it is agreed that they shall make as a part of their order a provision in their award to the effect that if they find there is thereafter a continuing or future violation of this Article during the terms of this Agreement, it shall automatically be deemed to be subject to the desist order entered by the arbitrator in such proceeding. Upon

receipt by the parties from the arbitrator of a finding that a continuing or future violation of Section A above has taken place, the offended party may proceed forthwith to secure a court order to confirm and enforce said desist order.

C. Whenever a violation of Section A of this Article shall be alleged, notification by telephone shall be made by the party claiming a violation to each of the arbitrators on said panel in turn until one is found to be immediately available to hear and decide the case in accordance with the provisions of this Article of the Agreement. The parties have agreed upon the following panel of arbitrators:

Sarah Garraty
Harvey Shrage

D. The costs of the arbitration shall be shared equally by the Employer and the Union.

E. During the life of this Agreement, the Employer will not lock out bargaining unit members.

ARTICLE 9 MANAGEMENT RIGHTS

Except as expressly limited by this Agreement, the Employer shall have exclusive control and discretion to manage Berklee and its business, to direct the workforce and to exercise all other rights and prerogatives which may lawfully be exercised by management, including without limitation, the right to: hire; with just cause fire, suspend or discipline; lay off; transfer; promote and demote employees; select and determine the number of its employees; establish, modify, combine and/or eliminate job classifications; reassign job tasks between employees without changing job classifications; assign work to employees it determines to be qualified for such work; set and change schedules; require duties other than those normally assigned to be performed; promulgate, enforce and change rules, regulations, policies and practices relating to the conduct of its business and employees; schedule and change the hours of work; determine and schedule when overtime shall be worked; install, remove or change equipment; determine

the methods, procedures and materials to be utilized; sell, lease, assign, transfer or otherwise dispose of all or part of its business, assets or equipment; establish, discontinue or change lines of business; subcontract work; assign non-union personnel to perform bargaining unit work; determine staffing levels, shift complements and classification complements; introduce new, different or improved methods of operation or technology; train and cross-train employees; and determine work performance levels and standards of performance of employees. The foregoing enumeration of rights shall not be deemed to exclude other rights of management not specifically set forth, but rather, the Employer reserves all of the rights, powers and authority customarily exercised by management, unless specifically restricted by the Agreement.

In exercising the foregoing rights, management will not act in an arbitrary, discriminatory or capricious manner.

ARTICLE 10
PROMOTIONS WITHIN THE BARGAINING UNIT

Within the Classroom Technology Support Group, management may promote a Multimedia Support Consultant I to a Multimedia Support Consultant II position, provided management selects the senior qualified employee for promotion. This language will also apply to each position in the Lab Operations Group and the Studio Operations Group should they/management add a level II or higher position. This Article 10 shall apply to promotion decisions only, and not job vacancies, which is covered in Article 11, below. Further, if management determines there is no qualified existing unit employee, then Berklee shall fill such position in accordance with Article 11.

ARTICLE 11
JOB VACANCIES

When Berklee chooses to fill a regular vacancy (full-time or part-time) in a bargaining unit position, it shall post the job internally for at least ten (10) business days (and may do so externally at the same time or thereafter without limit on duration) in order to permit employees to demonstrate their interest in and qualifications for the position. Berklee may select the

candidate (internal or external) that it determines to be most qualified for the open position, giving due consideration to the experience and service of internal candidates.

ARTICLE 12 CERTIFICATION BONUSES

12.1 CERTIFICATION COMPENSATION

A. Full-time and part-time bargaining unit members who have completed their provisional period are encouraged, but not required, to complete various certifications that will assist them in their roles at Berklee. Employees must receive advance management approval before enrolling in one of the eligible certifications below. Eligible Bargaining Unit Members will receive a Certification Bonus, payable upon completion, for each certification attained. A per diem employee who attains a certification described in this Article during their per diem employment, and who later transitions to a full-time or part-time bargaining unit position and completes the Provisionary Period described in Article 15, will then receive the certification bonus(es) for the certificates they attained while a per diem employee.

The list of eligible certifications and criteria for the Certification Bonuses are as follows:

Studio Operations

Dante

Dante Level I Certification

Dante Level 2 Certification

Dante Level 3 Certification

Bonus value: \$100 for completion for each of Levels 1, 2, and 3

Criteria for Bonus eligibility: Employees are eligible to receive this bonus on original certification, and upon renewal once every three years.

Dolby Atmos Production I and II

Bonus value: \$350 upon completion (I and II are part of one course).

Criteria for Bonus eligibility: Employees must satisfactorily complete the course.

Lab Operations

Dante

Dante Level I Certification

Dante Level 2 Certification

Dante Level 3 Certification

Bonus value: \$100 for completion for each of Levels 1, 2, and 3

Criteria for Bonus eligibility: Employees are eligible to receive this bonus on original certification, and upon renewal once every three years.

Introduction to Music Production Masterclass

Bonus Value: \$200

Criteria for Bonus eligibility: Employees must satisfactorily complete the course.

Avid ProTools PT101 and PT110

Bonus Value: \$350

Criteria for Bonus eligibility: Employees must satisfactorily complete the Berklee Canvas course and certification exam for both PT101 and PT110 (part of same course).

Learn How to Make Electronic Music with Cubase

Bonus Value: \$200

Criteria for Bonus eligibility: Employees must satisfactorily complete the course.

Classroom Technology

Avixa CTS Certification

Bonus value: \$300

Criteria for Bonus eligibility: Employees are eligible to receive one bonus for main certification only; no bonus for maintenance credits

Dante

Dante Level I Certification

Dante Level 2 Certification

Dante Level 3 Certification

Bonus value: \$100 for completion for each of Levels 1, 2, and 3

Criteria for Bonus eligibility: Employees are eligible to receive this bonus on original certification, and upon renewal once every three years.

Extron Certified (A/V Solutions)

Bonus Value: \$200

Criteria for Bonus eligibility: Employees are eligible until such time that Berklee completely phases out the technology.

Q-SYS Level 1

Bonus Value: \$250

Criteria for Bonus eligibility: Employees must satisfactorily complete the course.

Q-SYS Level 2

Bonus Value: \$350

Criteria for Bonus eligibility: Employees must satisfactorily complete the course.

B. If at any time groups (as defined in Article 1.1) are combined, employees of both groups are eligible for all certifications of the combined groups.

ARTICLE 13

OVERTIME

13.1 OVERTIME OVER 16 HOURS

Except in an emergency, no employee shall be required to work more than 16 hours in any 24-hour period. In such cases, employees shall be paid at a rate of two times (2x) their regular rate of pay for all hours in excess of 16 hours, and if scheduled the following day, will receive the day off with pay at the straight time rate.

13.2 OVERTIME DISTRIBUTION

Berklee will determine when an employee is considered qualified for overtime. Berklee maintains the sole right to determine whether overtime work will be required, the number of

employees to work overtime and the amount of overtime to be assigned. When work is available, Berklee will first attempt to assign the work to employees who can perform the work on a non-overtime basis. When assigning overtime work to be performed that day, Berklee will first seek volunteers from qualified employees on campus, distributing such overtime in a fair and equitable manner, using the overtime list for that group (Studio Ops, Lab Ops, Classroom Tech). If there are an insufficient number of volunteers on campus and time permits for someone off campus to come in that day, Berklee may offer the remaining overtime to employees off campus, using the overtime list for that group. When assigning overtime outside of employee's usual schedule, for work to be performed on a future day, the overtime list for that group will be used. When there are an insufficient number of volunteers for any overtime offered, Berklee may force, using the overtime list, beginning with employee with the lowest number of hours on campus, if for day-of overtime or generally, if for a future day. An overtime list will be maintained by bargaining unit members for each group and made readily available to management.

Employees shall be paid time-and-one-half for all hours worked in excess of forty (40). Time paid for holidays or other paid time off does not count toward the overtime calculation for any given work week.

ARTICLE 14

TECHNOLOGY CHANGE

In the event that Berklee decides to implement a technological change that is expected to directly cause the layoff of bargaining unit employee(s), Berklee will notify the Union of such change at least three (3) months in advance of implementation. Upon request by the Union, Berklee will discuss such change with the Union in advance of implementation, provided it is understood that bargaining is not required with regard to the technological change. This Article shall not be grievable or arbitrable.

ARTICLE 15
PROVISIONARY PERIOD

For the purposes of evaluating and training, the first six (6) months of employment in a bargaining unit position will be considered a provisional period. It is understood that full-time, part-time and per diems are subject to this provisional period upon hire, provided that for per diem employees the six (6) months will be calculated by counting any week in which work was performed until the employee reaches twenty-six weeks. Per diem employees with more than twenty-six weeks but less than fifty-two weeks who transition to either a full-time or part-time position may be subject to an additional (1) month provisional period.

During the provisional period, the Employer may discipline or discharge an employee at its discretion and without delay or effect, and such action shall not be arbitrable. In instances where it deems necessary, the Employer may extend the provisional period an additional thirty (30) days.

ARTICLE 16
NO MODIFICATION OR WAIVER

A. Neither the Employer, the Union nor any employee or group of employees shall have the right to modify or waive any provision of this Agreement. However, nothing contained in this clause precludes the parties from making changes in this Agreement by mutual written agreement.

B. The failure of either party to this Agreement to require strict performance of any provision this Agreement shall not be deemed a waiver or abandonment of any of these rights or remedies provided herein for violation of this Agreement or any provision thereof; nor shall it constitute a waiver or abandonment of any right or remedy herein provided for a subsequent violation of any provision of this Agreement.

C. This Agreement supersedes all prior understandings and agreement, whether written, oral, implied or grounded in past practice and shall be the final agreement between the parties, unless modified by mutual agreement, reduced to writing and signed by both parties after the effective date of this Agreement.

ARTICLE 17
SEPARABILITY

If any provision or parts of this Agreement are in conflict with any applicable state or federal law or regulation, such provision shall be deleted from this Agreement or shall be deemed to be in effect only to the extent permitted by such law or regulation. In the event that any provision of this Agreement is thus rendered inoperative, either party may request, and the parties shall meet to bargain a successor provision, provided the such negotiation shall be confined solely to the subject matter contained in the provision that has been rendered inoperative. All other remaining provisions shall remain in full force and effect.

ARTICLE 18
WAGES & BENEFITS

18.1 WAGES

A. **Minimum Rates**. Effective upon ratification, the minimum rates under the Agreement for each bargaining unit position shall be as follows:

Audio Engineer: \$29.50

Equipment Room Specialist: \$28.50

Lab Operations and Support Consultant: \$28.50

Multimedia Support Consultant I: \$28.50

Multimedia Support Consultant II: \$38.50

Studio Operations and Support Consultant: \$28.50

Studio Operations and Support Consultant - Per Diem: \$27.75

The foregoing minimum rates shall increase \$.50 per hour on December 1, 2026 and December 1, 2027, respectively, except the Studio Operations and Support Consultant Per Diem minimum rate (\$27.75) will remain unchanged through term of the Agreement.

B. **Existing Bargaining Unit.** For those employees who are members of the bargaining unit as of ratification, such employees shall be paid beginning the first pay period following ratification, the following wage rates:

Audio Engineer: \$39.35

Equipment Room Specialist: \$29.51

Lab Operations and Support Consultant: \$29.51

Multimedia Support Consultant I: \$29.51

Multimedia Support Consultant II: \$40.31

Studio Operations and Support Consultant: \$29.51

Studio Operations and Support Consultant - Per Diem: \$28.64

C. **Wage Increases.** Full-time and part-time employees will be eligible for either (a) the College-wide annual discretionary percent increase or (b) a 1.5% increase, whichever is greater, on the same terms and conditions as annual increases are given for non-unit staff employees. These annual increases will be implemented the earlier of December 1, 2026, December 1, 2027 and December 1, 2028, respectively, or when the College-wide staff increase, if any, is implemented in those respective calendar years. During the second and third years of this Agreement, Berklee agrees to conduct a pay review related to the rate it pays per diem employees, and in its discretion, may decide to grant an increase to such per diem employees.

Employees hired, promoted or who have otherwise received an upward adjustment three (3) months prior to the implementation of that year's annual increase, shall not be eligible for the annual increase (either the College-wide percentage or 1.5%, whichever is greater).

18.2 **AUDIO ENGINEER – SPECIAL EVENTS RATES.** When employees perform Audio Engineer – Special Events work they shall receive \$31.50 per hour, or their regular pay rate, whichever is higher. This rate shall remain the same during the term of this Agreement and is not subject to the annual increases described in Article 18.1(C).

18.3 **BENEFITS.** Full-time bargaining unit employees shall be entitled to the insurance plan options offered to other non-union, full-time staff employees of the College, subject to the terms in effect for such plans. It is understood that such plans may be changed or discontinued from time to time in the Company's sole discretion.

Agreement by and between

Berklee College of Music

And

International Brotherhood of Electrical Workers Local 2222, AFL-CIO

Agreed to for Berklee College of Music

Agreed to for Union

Date

Date

Eileen Alviti
Senior Vice President of Human Resources
Berklee College of Music

Kevin Holland
President & Assistant Business Manager
Local 2222, IBEW

February 11, 2026

Kevin Holland
President & Assistant Business Manager
IBEW Local 2222
159 Thomas Burgin Pkwy, 3rd Floor
Quincy, MA 02169-4251

Re: Lab Operations Consultant Schedule for Micah Pilarca

Dear Kevin:

In connection with the negotiation of our first collective bargaining agreement (“CBA”), we agreed that so long as Micah Pilarca remains a Lab Operations Consultant, he may elect to maintain his current day-time schedule notwithstanding any seniority provisions to the contrary in Article 7.1 of our CBA. If Mr. Pilarca vacates his position, his scheduled shifts will be treated in accordance with the terms of the CBA.

Sincerely,

Eileen Alviti
Senior Vice President of Human Resources

February 11, 2026

Kevin Holland
President & Assistant Business Manager
IBEW Local 2222
159 Thomas Burgin Pkwy, 3rd Floor
Quincy, MA 02169-4251

Re: Wage Rate at Ratification for Certain Employees

Dear Kevin:

In connection with the negotiation of our first collective bargaining agreement (“CBA”), the parties have agreed that provided Ryan Renteria maintains his position as a full-time Studio Operations Consultant in the bargaining unit that his wage rate will be \$33.88/hour, beginning at ratification. Further, provided new hires Lok Yiu Joanne Fung, Pierce Manchester, and Paul Corso maintain their positions as full-time Studio Operations Consultants in the bargaining unit their wage rates shall be \$28.50/hour, beginning at ratification. Thereafter, each of these employees will be eligible for annual increases in accordance with the terms of the CBA.

Sincerely,

Eileen Alviti
Senior Vice President of Human Resources

February 11, 2026

Kevin Holland
President & Assistant Business Manager
IBEW Local 2222
159 Thomas Burgin Pkwy, 3rd Floor
Quincy, MA 02169-4251

Re: Ratification Bonus & Certification Bonuses

In connection with the negotiation of our first collective bargaining agreement, Berklee has agreed to provide to the bargaining unit a \$30,000 Ratification Bonus to be distributed within 30 days following ratification, as follows:

Full-time employees: \$1,175 per person
Per diem employees: \$360 per person

Additionally, Berklee agrees to pay certification bonuses, as described in Article 12, based on the list provided by the Union to Berklee on February 9, 2026, to existing bargaining unit employees, within thirty (30) days of ratification. The parties agree that no other certification bonuses will be due or payable for certifications completed prior to ratification. Further, bargaining unit employees will deliver proof of their certifications to Human Resources, in order to track such progress.

Individual payments to employees will be less applicable withholdings and deductions. Employees must be employed in the bargaining unit at the time the bonus is paid to be eligible for these payments.

Sincerely,

Eileen Alviti
Senior Vice President of Human Resources