

**AGREEMENT**

**By and Between**

**MUZAK LLC d/b/a Mood Media**

**And**

**INTERNATIONAL BROTHERHOOD**

**OF**

**ELECTRICAL WORKERS**

**LOCAL UNION NO. 46**

**EFFECTIVE**

**SEPTEMBER 1, 2016 through AUGUST 31, 2019**

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**ARTICLE I**  
**PURPOSE AND SCOPE OF AGREEMENT**

**Section 1.1**

The purpose of this Agreement is to promote the continuance of harmonious labor relations and collective bargaining between Muzak LLC d/b/a Mood Media, hereinafter called the "Company", and Local Union No. 46 International Brotherhood of Electrical Workers, hereinafter called the "Union", and to that end maintain mutually satisfactory terms and conditions of employment applicable to all Employees for whom the Union is the recognized bargaining agent.

To achieve this purpose, the Union advocates the individual and collective performance of loyal and efficient work and services. Further, the Union will use its influence and best efforts to protect the property of the Company and its service to the public, and that the Union will cooperate in promoting and advancing the welfare of the Company and the protection of its service to the public at all times. The Company will cooperate with the Union in promoting harmony and efficiency among the Employees covered by this Agreement, and pledges fair and impartial administration of this Agreement by its supervisors. To encourage the relationship of mutual respect and responsibility, it is agreed that all disputes or controversies arising under this Agreement shall be determined and settled solely and exclusively by the grievance and arbitration procedures provided for in this contract

**ARTICLE II**  
**UNION RIGHTS**

**Section 2.1**                    **UNION RECOGNITION**

The Company recognizes the Union as the sole and exclusive collective bargaining representative with respect to rates of pay, wages, hours, and other conditions of employment for Apprentices, Journeyman Technicians, Senior Technicians and Foremen during this Agreement now or hereinafter employed by the Employer in the Company's operating unit located at 411 1<sup>st</sup> Ave South Suite 501 Seattle, WA. 98104. BUT EXCLUDING: (a) confidential employees; (b) clerical; (c) administrative; (d) guards; (e) professionals, including engineers, as defined by the National Labor Relations Act, as amended, (f) supervisors and (g) all other employees. However, nothing in this Agreement shall be construed as abridging the right of the Company, the Union, or individual Employees under the provision of any applicable law, or as requiring the performance by any of the foregoing of any act in violation of any such law.

**Section 2.2**                    **UNION MEMBERSHIP**

It shall be a condition of employment that all Employees of the Company covered by this Agreement shall become and remain members of the Union on or before the thirtieth (30) day following the beginning of employment or effective date of this Agreement whichever is later.

The Union agrees to accept such Employees into membership with an initiation fee not in excess of that established by Union Bylaws.

**Section 2.3**                    **DUES DEDUCTION**

The Company shall make collection of Union dues through payroll deduction upon an order in writing, signed by the Employee, and shall pay monthly to the designated representative of Local Union, the total amount thus deducted from all Employees, together with the list of the names of the Employees from which deductions were made. Authorizations by Employees for such deductions shall be on a form, the type for which shall be mutually agreed to by the Company and the Union. All deductions shall be made from the wages paid to Employees in the

first payroll period of the current month and shall be remitted to the Union on or before the first day of the following month.

An Employee may revoke the dues deduction authorization by written notice directed to the Company and the Union by registered mail. Such revocation will be effective in the payroll month following thirty (30) days of receipt of the notice. An Employee's deduction authorization shall be automatically canceled if the Employee leaves the bargaining unit for such reasons as transfer, termination, or retirement.

Deductions of dues shall be suspended during the period of an Employee's leave of absence. No dues shall be deducted when sufficient pay is not available. In such case, Union dues shall be deducted in the next payroll period in the same month in which sufficient pay is available.

**Section 2.3.1**            DUES/SELF-PAY

Employee may self-pay Union dues. Dues are owed through current month payable by the fifteenth (15<sup>th</sup>) of the following month.

The dismissal of any Employee for failure to comply with the provisions of this section shall be on written notice from the Union to the Employer and the Employee and allowed ten (10) working days from the receipt of notice to bring his or her membership into good standing.

**Section 2.3.2**            HOLD HARMLESS

The Union agrees to indemnify and hold the Company harmless from any and all actions taken by the Company at the request of the Union pursuant to this Article 2.

**Section 2.4**            SUPPLY OF TECHNICIANS

The Company will consider applicants provided by the Union prior to hiring another. In this regard, the Company agrees in good faith that it shall contact the Referral Agent and the Chief Steward of the Union at the time of an opening so as to allow the Union no less than twenty-four (24) hours, from the time of such notification, to furnish qualified applicants consistent with the Company's needs and specifications. The Employer shall advise the Union of such employment within seventy-two (72) hours.

**Section 2.5**            SCOPE OF WORK

- (a) The installation, programming, operations, maintenance, repair, and service of electronic apparatus by which electricity is applied for the amplification, transference, recording, or reproduction of voice, music, sound, data, and vision which may apply to the following: communication systems, audio systems, clocks, background music, nurse call, drive through systems, commercial television receivers, commercial and educational closed circuit television, satellite television, audio and data systems, and master antenna television systems, instrumentation and low voltage switching systems, and other limited energy systems. Assessments of customers new and/or existing equipment and systems, for possible upgrades, is expected of all field Technicians and to provide possible sales leads and will be rewarded in accordance with Company-wide Employee incentive programs.

- (b) All erection, installation, maintenance, repair, and service work of Telephone Interconnect Communication Systems and devices including Private Branch Exchanges (PBX-EPABX), Key Equipment and associated devices and/or services.
- (c) All erection, installation, maintenance and service work for Life Safety Audio, Security and Surveillance Systems, and associated devices and/or services.
- (d) Work operation may also include pulling conductors into existing Communication or Telephone Systems raceways and the placing of incidental surface raceways (not continuous raceway) not to exceed fifty (50) feet.

**Section 2.5.1**      ALL WORK NOT SPECIFIED

Reasonable work requests may be made at the sole discretion of the Company as long as the work is a similar "level" and training is provided beginning with the senior qualified employees, as the Company moves into new lines of business, and new products and/or core capabilities are offered by the Company.

**ARTICLE III**  
RECOGNITION OF RIGHTS AND FUNCTIONS OF MANAGEMENT

**Section 3.1**

Except as otherwise expressly provided in this Agreement, nothing herein shall limit the Company in the exercise of the rights and functions of ownership or management. Accordingly, the Company has, among others, the right: to select its supervisory personnel (supervisors as defined in NLRB, as amended), to hire new Employees, and to direct the working force; to discipline, suspend, or discharge Employees for cause; to promote, transfer, or layoff Employees, to make such rules and regulations as the Company considers necessary or advisable for the orderly and efficient conduct of its business, and to require Employees to observe such rules and regulations, provided the same are not inconsistent with the express provisions of this Agreement; to decide the number and locations of its work force; and to decide, determine and designate all occupational classifications it has to offer its Employees, to assign work and determine the content thereof for bargaining unit Employees.

It is agreed that the enumeration of the rights and functions of management herein reserved shall not be deemed to exclude other rights or functions of ownership or management not so enumerated.

The contract provisions set forth herein shall be the sole source of any rights the Union may assert in arbitration. Nothing in this Agreement is intended to be construed in any way to interfere with the recognized prerogative of the Company to manage and control the business, but each Employee covered by this Agreement shall possess the right to appeal through the grievance and arbitration procedures as provided by the terms of this Agreement.

**Section 3.2**      WORKING ASSIGNMENTS

The Union acknowledges the responsibilities of the Company's operations as they are related to customer support objectives. The parties realize that customers may, from time to time, make unusual and immediate demands in conjunction with customer support requirements. Consequently, all Company personnel may be called upon to perform whatever duties are required for adequate performance of its support requirements, provided that Company

Employees outside the bargaining unit shall not regularly perform work of the bargaining unit Employees.

**Section 3.3**                    TIMELY SERVICE

Recognizing that Muzak may from time to time have a serious problem in providing timely and cost effective service to clients, the Union agrees to be flexible in working with the Company in solving this problem.

**ARTICLE IV**  
**COMPLAINT AND GRIEVANCE PROCEDURE**

**Section 4.1**                    PURPOSE

The purpose of this procedure is to provide a means whereby complaints and grievances may be adjusted or resolved promptly, fairly, and with confidentiality.

**Section 4.2**                    COMPLAINT RESOLUTION

An Employee, either directly or through the location Shop Steward, shall, as a part the complaint and grievance procedure, within five (5) working days of the circumstances giving rise to the complaint or within five (5) working days after the date the Employee should have reasonably known of the circumstances giving rise to the complaint, verbally present a complaint to the immediate supervisor. The immediate supervisor shall render a decision within ten (10) working days. The Shop Steward shall have the right to be present at all such discussions, or if the Employee desires, the Shop Steward alone shall have such initial oral discussion with the Employee's supervisor. Complaints may be adjusted in this matter so long as the adjustment is not inconsistent with the terms of this Agreement. Both parties agree to use their best efforts to resolve complaints informally and without resorting to the grievance procedure. However, in the event that such informal methods do not resolve the complaint, the issue shall be reduced in writing and shall be processed under the Grievance Procedure identified below.

**Section 4.3**                    DEFINITIONS AND PRESENTATION OF GRIEVANCE

"Grievances" shall mean, and be limited to, disputes or differences between the Company and the Union, or Employees so represented, with respect to the interpretation or application of any specific provision of this Agreement, including any Company practice which might conflict with the true intent and meaning of this Agreement. An Employee with a grievance shall be entitled to representation by the Union at all levels of the grievance procedure, if the Employee so desires.

**Section 4.4**                    GRIEVANCE PROCEDURE

**Section 4.4.1**                STEP I

In order for the unresolved complaint to become a formal grievance, the Employee shall prepare and present a written "Notice of Grievance" to the Regional Operations Manager. The written "Notice of Grievance" shall be presented to the Regional Operations Manager within five (5) working days after the decision is rendered by the immediate supervisor, as outlined in Section 4.2. The written "Notice of Grievance" shall contain:

- (a) The name(s) of the Employee claiming to be aggrieved.
- (b) The nature of the grievance, and the circumstances out of which it arose.
- (c) The section(s) of the Agreement or a description of the Company practice relied upon or claimed to have been violated.

- (d) The remedy or corrective action suggested to resolve the grievance. The Regional Operations Manager shall have not more than ten (10) working days after receipt of the "Notice of Grievance" to render a written decision.

#### **Section 4.4.2**      **STEP II**

If the grievance is not settled at Step I, the Employee shall have five (5) working days to submit a written appeal of the Step I decision to the Regional General Manager. The Regional General Manager shall render a written response to the grievance within ten (10) working days. Grievances brought on behalf of the Union and/or grievances pertaining to an involuntary termination of an Employee shall be initiated at this point in the grievance procedure and shall be initiated within five (5) working days subsequent to the circumstances giving rise to the grievance or the date of termination (grievances asserted of the Company shall be initiated at Step II, a copy of which shall be sent to the Business Manager or his Representative of the Local).

#### **Section 4.5**

The failure to submit a complaint or grievance within the period prescribed within this Article shall constitute a bar to further action thereon. The failure by the Union to adhere to the time limits pertaining to the processing of a grievance which is set out above, shall result in the grievance being denied. Failure by the Employer to adhere to time limits pertaining to the processing of a grievance shall allow the Union, at its option, to move the grievance to the next step. Such forfeiture of either party shall not constitute a precedent as for the subject matter for the grievance. All time limits in this grievance procedure may be extended by mutual agreement of the parties.

#### **Section 4.6**                      **ARBITRATION**

Any grievance not satisfactorily disposed of in accordance with the steps of the grievance procedure outlined above may be submitted to arbitration by either the Union or the Company. The decision to appeal a grievance filed by an Employee(s) to arbitration shall be solely the determination of the Union.

The time limit for the Notice of Appeal of a Step II decision shall be fifteen (15) days following receipt of the Step II determination. All arbitration hearings shall be conducted in Seattle. Arbitration shall be affected pursuant to the Voluntary Labor Arbitration Rules, then obtaining, of the American Arbitration Association.

The parties agree that the decision or award of the arbitrator shall be final and binding on each of the parties and that they will abide thereby, subject to such laws, rules, and regulations as may be applicable. The arbitrator shall have no authority to add to, subtract from, or change in any way the terms of this Agreement, to change an existing wage rate, or to establish a new wage rate. In no event shall the identical question be the subject of arbitration more than once. Each party shall bear the expense of preparing its own case. The parties shall equally share in the cost of the arbitrator's services.

#### **Section 4.7**                      **DISCIPLINE**

It is understood that the Company will follow the principle of progressive discipline in those instances where this action is deemed appropriate. The continued employment of each employee depends on his acceptable performance, conduct, attendance and his compliance with the directions, rules and regulations of the Company. Failure to comply with any of these conditions will result in discipline including oral or written warnings, suspension or discharge.

Discharge on the first occasion will result from serious misconduct for which progressive discipline is not considered appropriate under the Company's rules and regulations. For conduct less serious than that resulting in discharge and for which progressive discipline is thus considered to be appropriate, employees will receive at least one (1) written warning prior to discharge.

The maximum level of progressive discipline shall be:

- Verbal warning
- Written warning
- Written warning
- Suspension
- Termination

The Company reserves the right to discipline and/or discharge as it deems appropriate, provided that the event for which the discipline or discharge was issued occurred as measured by the concept of just cause.

The Company shall, absent unusual circumstances, issue discipline within ten (10) working days of the circumstances giving rise to the discipline or within ten (10) working days of the Company's knowledge of the circumstances giving rise to the discipline, whichever is later.

## **ARTICLE V** **GENERAL CONDITIONS**

### **Section 5.1**            **UNION ACCESS TO JOB SITES**

The Representative of the Union shall be allowed access to any job at any reasonable time where bargaining unit employees are engaged under the terms of this agreement. The employer will provide the Union with a list of ongoing job sites where bargaining unit employees are working upon request. If work conditions require, the company may require the Business Representative(s) to come back at a more convenient time. The Union will notify the employer before visiting the job site.

### **Section 5.2**            **UNION STEWARD**

Shop Steward may be appointed by, may be removed by, is subject to the authority of, and shall report to the Business Manager of the Union.

- (a) The Union shall furnish the Company, in writing, the name of the Employee who has been designated as Shop Steward, and shall immediately notify the Employer, in writing, in the event of any change.
- (b) The Shop Steward shall be allowed reasonable time to investigate grievances during working hours without loss of pay provided the notice is made in advance to the supervisor.
- (c) It is understood by the Union that the Shop Steward will not solicit grievances, and that grievances will be handled promptly with minimum interference to normal operation.



**Section 5.3**            TIME RECORDS

Changes on time records that involve an Employee’s rate of pay or hours worked shall be brought to the attention of the Employee involved. Copies of Employee’s time records shall be made available for inspection if requested by the Employee or an authorized Union Representative.

**Section 5.4**            WORKERS COMPENSATION

The Company will provide all workers’ compensation benefits prescribed by statute to an employee who sustains an on-the-job injury.

**ARTICLE VI**  
WAGES

**Section 6.1**            WAGE SCHEDULE

Senior Technician	9/5/16	\$ 30.83
	9/4/17	\$ 31.68
	9/3/18	\$ 32.55

Technicians holding an Electrical Administrators License and designated as the Company Administrator shall receive an additional \$1.00 an hour compensation for this designation.

All wage rates/increases are effective only once a year on the first Monday following the anniversary date of this Agreement.

**Section 6.1.1**

The Company reserves the right at any time to pay a higher hourly rate than provided herein or to implement a performance, merit, commission or other incentive program or to modify or discontinue the same. The Company may initiate companywide standards and/or local office based standards. Included with these standards the Company may institute performance-based incentives and will consider participation of unit members.

This section shall not be subject to Article IV.

**Section 6.2**            CLASSIFICATIONS

There shall be four (4) classifications under this Agreement:

- 1) Apprentice Technician
- 2) Journey Technician
- 3) Senior Technician
- 4) Foreman

**Section 6.2.1**        APPRENTICE TECHNICIAN

The term “Apprentice” shall apply to individuals registered in a Washington State approved “Low Voltage Sound and Communication” program.

Apprentices shall obtain and maintain a Washington State Electrical Trainee Card.

### **Section 6.2.2**            JOURNEY TECHNICIAN

The term "Journeyman Technician" shall apply to individuals who are able to install all materials and equipment related to the trade, and who are proficient in the performance of terminations, testing and documentation, and capable of properly managing Apprentices, ordering, and properly caring for materials, tools and equipment.

Work shall be limited to installation and service of apparatus, cable or wires external to the control panel and stand alone satellite systems, (but not head-end rack systems with more than 10 devices, i.e. amplifiers, receivers, etc.) and related to any work covered by this Agreement.

To be eligible for a promotion to a Muzak Senior Technician the Journey Technician shall have completed 4800 hours of Apprenticeship, or can demonstrate equivalent thereto, have a Washington State Limited Energy Certificate (EL06) and have achieved demonstrable competencies in the installation, programming and service of the Company's core systems that the individual has been trained on while employed at the Company, shall have been employed for a minimum of one (1) year with the Company and have passed the Certified Technical Specialist (C.T.S.) exam and shall maintain C.T.S. eligibility.

Journey Technicians shall receive a wage and pension rate equal to ninety percent (90%) of the Senior Technician wage rate and pension as indicated above.

Journey Technicians shall possess and maintain a Washington State Limited Energy License (EL06).

### **Section 6.2.3**            SENIOR TECHNICIAN

Senior Technicians shall perform the job duties and responsibilities of a Journey Technician and are able to install all Company systems and components; troubleshoot system or component problems; repair or replace equipment in accordance with guidelines; document work and obtain client signatures in accordance with guidelines; drive to and from client locations as necessary; meet with clients to discuss installation, repair and installation of system use; and all other duties as required.

Existing Employees shall be reclassified as Senior Technicians effective May 1, 2012 and be excluded from the C.T.S. requirement but are encouraged to obtain it.

Senior Technicians shall possess and maintain a Washington State Limited Energy License (EL06).

### **Section 6.2.4**            FOREMAN

The term "Foreman" shall apply to individuals who are able to perform all the duties of the Senior Technician and who have Foreman status. Foremen are required to hold a current First Aid Card. Foremen Technicians shall receive a minimum of seventy-five cents (\$0.75) per hour above the Senior Technician base rate of pay. On any job where a combination of five (5) or more Apprentices, Journeymen and/or Senior Technicians are employed a Foreman shall be designated

**Section 6.3**                    MUZAK APPRENTICESHIP

Muzak Apprentice Technicians shall receive a wage and pension rate equivalent to the appropriate percentage of the Senior Technician wage rate and pension as indicated above. Upon program completion Apprentice Technicians shall be reclassified and compensated as Journey Technician.

<u>PERCENTAGE</u>	<u>TOTAL HOURS</u>	<u>PROGRAM PROGRESSION</u>
50%	0 - 800	Satisfactory Progress
60%	801 - 1600	1 <sup>st</sup> Year School Completed
65%	1601 - 2400	Satisfactory Progress
70%	2401 - 3200	2 <sup>nd</sup> Year School Completed
75%	3201 - 4000	Satisfactory Progress
85%	4001 - 4800	Program Completed

To be eligible for a promotion to a Muzak Senior Technician the Apprentice, or Journey Technician, shall have completed 4800 hours of Apprenticeship, or can demonstrate equivalent thereto, have a Washington State Limited Energy Certificate (EL06), have achieved demonstrable competencies in the installation, programming and service of the Company's core systems that the individual has been trained on while employed at the Company, shall have been employed for a minimum of one (1) year with Muzak and have passed the C.T.S. exam and shall maintain C.T.S. eligibility.

**Section 6.4**                    BENCH TECHNICIAN, WAREHOUSE COORDINATOR, REMOVAL COORDINATOR

These positions shall not fall under the jurisdiction of the Collective Bargaining Agreement.

Removal Coordinators shall be responsible for the removal of receivers and on-premise players from client locations in addition to other administrative responsibilities.

Bargaining Unit Employees working as Journeyman Technicians, or Apprentices required to do Bench Technician, Warehouse Coordinator, or Removal Coordinator work shall not suffer a reduction in wage and shall be covered by the Collective Bargaining Agreement while performing such work.

**Section 6.5**                    NEW CLASSIFICATIONS

In the event it becomes necessary to create a new classification, the Union and the Company will negotiate the rate of pay and job duties.

**Section 6.6**

Effective 11/01/03 benefits to be provided to Employees covered by this Agreement shall be those specifically stated and provided for in this Agreement and none other. In the case of any conflict between this Agreement and the Muzak Employment Guide, this Agreement shall prevail.

**ARTICLE VII**  
**HOURS OF WORK**

**Section 7.1**

Employees will start and quit work at the Kiosk or at a designed job site as determined by the Company.

When Employees are starting the workday at the Kiosk, or ending their workday at the Kiosk, no travel time will be paid.

When Employees are required to start their work day at a job site, travel time will be paid for any time in excess of one hour from the Employee's residence. When Employees leave a job site at the end of the day and go directly home, travel time will be paid for any time incurred by the Employee after traveling thirty (30) minutes to their home at the straight time pay rate. All travel time will be paid at straight time rates.

**Section 7.2**                    **WORKWEEK**

A regular workweek shall be from Monday through Friday.

The Company may further establish a Tuesday through Saturday workweek.

An alternate workweek of four (4) ten (10) hour days may be worked if required by the customer and by mutual consent of the Employee(s) involved.

The workday will consist of eight (8) or ten (10) consecutive hours between 6:00 a.m. and 6:00 p.m. When possible, the Company will give the Employee(s) five (5) but not less than three (3) calendar days notice of change of the work week schedule.

The parties understand that the length of time allowed for lunch may vary from job to job, but shall never be less than one-half (1/2) hour and never more than one (1) hour.

When the needs of the business dictate, other irregular shifts may be established on a project basis provided the Company gives the Employee forty-eight (48) hours notice of the change.

**Section 7.3**                    **SHIFT DIFFERENTIALS**

The swing shift will consist of eight (8) consecutive hours per day beginning on or after 3:00 p.m. Monday through Friday.

Graveyard shift shall be between the hours of 12:00 Midnight and 9:00 a.m. Monday through Friday. The graveyard shift will consist of eight (8) consecutive hours per day beginning on or after 12:00 p.m. but no later than 4:30 a.m.

When an irregular shift is established, the Company agrees to pay a shift differential for all hours worked outside of the hours of 5:30 a.m. and 6:00 p.m. equal to a rate of six percent (6%) above the regular straight time rate of pay for swing shift hours and eight percent (8%) above the regular straight time rate for graveyard shift hours.

Should overtime be required on an irregular shift, the above shift rate shall be included in the base for overtime calculation.

The above shall be in effect for all jobs sold on or after January 1, 2007.

**Section 7.4**            PAY PERIOD

Employees will be paid at least bi-monthly (twice each month).

**ARTICLE VIII**  
**OVERTIME HOURS**

**Section 8.1**

Any work beyond eight (8) hours per day shall be compensated at the overtime rate of one and one half (1 ½) times the regular rate, unless a work week of four (4) ten (10) hour days has been established by the Company and the Union notified, providing that forty hours of work or authorized time off were performed for the same week.

**Section 8.2**            SCHEDULING OF OVERTIME

Overtime is a necessary part of the operation of a business whose purpose is to provide a public service to its customers. Therefore, overtime may at times be required of all Employees. However, when scheduled overtime is used the Company will make every effort, insofar as time and the circumstances of the situation permits, to accommodate the overtime work preferences of those Employees who desire overtime work. If all available qualified Employees decline the overtime work, it is expected that the available qualified Employee who has worked the least number of overtime hours during that calendar year will be required to accept the overtime work. It is also recognized that continuity of service may dictate who must perform the overtime work. Lists of cumulative overtime hours shall be prepared for inspection by Employees upon request.

All overtime must be authorized prior to commencement of work.

**Section 8.3**            WORK ON SECOND DAY OFF

When a regular full-time Employee is required to work on his/her second scheduled day off, they shall be compensated at 2.0 time the regular straight-time hourly rate for each hour worked, providing that forty (40) hours of work or authorized time off were performed for the same week.

**Section 8.4**            EMERGENCY SERVICE STAND-BY PAY

Technicians will be compensated for emergency standby service at the rate of \$10 per weekday (Monday through Friday) and \$25 each for Saturday, Sunday and Holidays. In no case shall the same Technician receive more than \$100 for any given week, except for a week containing a Holiday in which the maximum emergency service standby pay will be a total of \$115. This will be in addition to any emergency service (call out) compensation.

Emergency service standby responsibility will be rotated among all qualified Technicians equally. The emergency service standby schedule will be assigned and managed by the Local Operations Manager.

**Service 8.5**            CALL EMERGENCY SERVICE OUT PAY

Emergency Service Call Out shall be paid at one and one-half (1 ½) times the regular rate of pay with a guarantee of two hours. Time shall start from the Employee's residence to job, time on job, and return to Employee's residence.

**ARTICLE IX**  
**HEALTH & WELFARE**

**Section 9.1**            **HEALTH AND WELFARE**

The Company and the Employee shall contribute for each hour worked by Employees performing work covered by this Agreement to the Puget Sound Electrical Workers Health and Welfare Trust Fund, a jointly trusted welfare trust created pursuant to Section 302(c) of the Labor Management Relations Act of 1947 (Taft-Hartley). The dates and amounts are as follows:

<u>Date</u>	<u>Company</u>	<u>Jry./Sr. Technician</u>	<u>Total Contribution</u>
9/5/16	\$4.04	\$1.01	\$ 5.05
9/4/17	\$4.25	\$1.06	\$ 5.31
9/3/18	\$4.45	\$1.11	\$ 5.56

<u>Date</u>	<u>Company</u>	<u>Apprentice Technician</u>	<u>Total Contribution</u>
9/5/16	\$4.55	\$0.50	\$5.05
9/4/17	\$4.78	\$0.53	\$5.31
9/3/18	\$5.00	\$0.56	\$5.56

**Section 9.2**

Payments shall be due on the fifteenth (15<sup>th</sup>) day of the month following the month in which the hours were worked. Each remittance shall be accompanied by a form, which will be made available for this purpose.

**Section 9.3**

The Company agrees to be bound by the terms and provisions of the Trust Agreement governing the Puget Sound Electrical Worker's Health and Welfare Trust Fund, effective November 1, 1997, and all amendments or revisions hereafter adapted and further agrees to accept as its representatives the current Employer Trustees and their lawfully appointed successors.

**Section 9.4**

When the Company is delinquent in filing the contribution report or paying promptly the Health and Welfare contributions required, it is agreed that the Union shall take such action, consistent with this Agreement, as necessary to effect collection.

**Section 9.5**

In no event, however, shall the Trustees be obligated to pursue the collection of delinquent contributions through the grievance-arbitration procedures provided in this labor agreement.

**Section 9.6**

All employees under this Collective Bargaining Agreement will participate in the Puget Sound Electrical Workers Health and Welfare Trust Fund Plan.

**Section 9.7**            **PENSION**

Employer agrees to pay the I.B.E.W. Pacific Coast Pension Fund at its offices currently established in San Francisco, California, per hour worked for each Employee, having attained Seniority as described in Section 13.1, covered under the terms and conditions of this

Agreement to provide a pension program and to accept, assume, and be bound by all of the obligations imposed upon the individual Employer by the I.B.E.W. Pacific Coast Pension Fund Trust Agreement (receipt of a copy which is hereby expressly acknowledged) and any amendments modifications or changes with respect to said trust Agreement. Effective November 1, 2006 the contribution rate shall \$2.05.

**Section 9.8**

The undersigned Company further agrees that it does irrevocably designate and appoint the Company Trustees mentioned in said I.B.E.W. Pacific Coast Pension Fund Trust Agreement as his attorneys in fact for the selection, removal, and substitution of Trustees as provided by said Trust Agreement.

**ARTICLE X**  
**ALLOWANCES**

**Section 10.1**            **MEALS**

Meals are to be reimbursed only for approved out of town, overnight work accompanied by proper documentation.

**Section 10.2**            **TRAVEL**

When an Employee is authorized by the Company to travel and the Employee will be away from home overnight on Company business, he/she will be reimbursed for actual and reasonable expenses when supported by valid receipts.

**Section 10.3**            **TRAVEL TIME**

Travel requiring overnight stays on Saturday or Sunday on Muzak business and at Muzak's direction, shall be compensated an additional \$30.00 per night.

**ARTICLE XI**  
**HOLIDAYS**

**Section 11.1**            **ELIGIBILITY**

All regular Employees shall be eligible for holiday pay from date of hire. However, to be eligible to receive holiday pay, such Employees shall be required to be on pay status the last scheduled workday preceding the holiday and the first scheduled workday following the holiday.

Pay status shall be defined as time spent working on the job or on any pre-arranged, approved leave with pay. Any Employee who is notified and scheduled to work the Holiday but fails to report for work shall receive no payment for the Holiday, unless excused by the Company. The Company will make every effort to provide as much notification as possible to the affected Employee(s).

**Section 11.2**            **RECOGNIZED HOLIDAYS**

The following days shall be recognized as a holiday:

New Year's Day	Memorial Day	Fourth of July
Labor Day	Thanksgiving Day	Christmas Day

**Section 11.3**                    HOLIDAYS FALLING ON WEEKEND

Holiday observance here-under shall be on the dates established by Federal Law. When any of the above Holidays falls on a Sunday, the Monday following shall be observed as the Holiday. When a Holiday falls on Saturday, the preceding Friday shall be observed as the Holiday for all Employees who work a basic workweek, Monday through Friday. When a holiday falls on Sunday or Monday, the succeeding Tuesday shall be observed as the Holiday for all Employees who work a basic workweek, such as Tuesday through Saturday.

**Section 11.4**                    HOLIDAY – RATE OF PAY

Each regular Employee not scheduled to work shall receive time off with straight-time pay up to eight (8) hours for each of the above Holidays regardless of whether or not such Holiday falls within the normal scheduled workweek. When such Holiday falls on an Employee’s day off, such time off shall immediately precede or follow the Holiday. Any work performed on a Holiday shall be paid for at the double time (2.0X) rate in addition to the Holiday pay received for the day.

**ARTICLE XII**  
**PAID TIME OFF**

**Section 12.1**

Regular Employees will earn paid time off from date of hire and will be eligible to take paid time off the first day of the month following sixty (60) days of employment.

**Section 12.2**                    PAID TIME OFF

For each full payroll month worked, a regular Employee with a scheduled forty (40) hour work week shall earn paid time off as follows:

Length of Service

<u>(Based on Seniority Date)</u>	<u>Paid Time Off (days)</u>	<u>Rate of Accural</u>
Date of hire up to 5 years	20	13.33 hours/month
5 years – 10 years	25	16.67 hours/month
10 years – 15 years*	28	18.67 hours/month
15 years + *	33	22.00 hours/month

\*At least one week must be taken during the months of January, February, March, or April.

Paid Time Off is earned on a calendar year basis and does not carry over from year to year. However, if, because of the needs of the business, an Employee is denied paid time off, the Employee may carry over up to forty (40) hours of paid time off into the next calendar year.

Paid Time Off is not earned during an unpaid leave of absence, with the exception of Section of overtime hours.

**Section 12.3**                    RATE OF PAY – PAID TIME OFF

Paid Time Off shall be paid at the Employee’s regular straight time hourly rate, plus any regular shift differential as established by Company records.



**Section 12.4**            SCHEDULING OF PAID TIME OFF

Paid Time Off may be granted to begin at any time during the payroll year, due consideration being given to:

- (a) Minimum interference with the Company's business; and
- (b) Seniority within bargaining unit.

Employees shall make their paid time off request at least thirty (30) days prior to the beginning date of the requested paid time off. Company seniority rights in the preferential scheduling of Paid Time Off must be exercised prior to April 30<sup>th</sup> of each year. Paid Time Off schedules shall be posted by each supervisor. Paid Time Off shall be taken on a workweek basis, except for Employees who have accrued less than one (1) or more days, as the Company's operation permits. Such scheduling shall be agreed to between the Employee and the Supervisor at least ten (10) days prior to the beginning of the Paid Time Off period.

**Section 12.5**            PAYMENT AT SEPARATION

Accrued but unused Paid Time Off is paid to an Employee upon separation unless:

- Employee resigns and fails to give a minimum of two (2) weeks' notice except for emergencies as mutually agreed to by Company and Employee.
- Employee is in debt to Muzak for the return of Company owned equipment, fees owed and not yet paid or damages.
- Employee is terminated for gross misconduct.
- Employee separates employment before working more than sixty (60) days.

**Section 12.6**            EXCEPTIONS TO PAID TIME OFF ACCRUAL

**Section 12.7**            BEREAVEMENT LEAVE

For regular full-time Employees suffering a death in their immediate family, Muzak will grant up to three days off with pay. Immediate family is defined as: father, mother, spouse, child, sister, brother, grandparents, and mother/father-in-law. Under special circumstances the Regional General Manager may grant up to three days with pay for bereavement of individuals not defined as immediate family. Should conditions warrant, additional time-off without pay may be granted.

**Section 12.8**            JURY AND WITNESS DUTY LEAVE

The Company recognizes the responsibility of every citizen to serve on jury duty when summoned and whenever personal and business circumstances permit. Employees will not be subject to termination for completing jury duty.

The company will pay the difference between your jury duty pay and your normal wages or salary for the period of duty not to exceed two (2) weeks. Jury Duty beyond two (2) weeks will be unpaid. Written evidence of jury duty may be requested by your supervisor. During jury duty you will be expected to maintain contact with your supervisor on a regular basis, and to report to work during those periods when you have no court responsibilities. To receive wages for the time spent on Jury Duty the Employee must submit a copy of the juror pay check and a personal check made payable to Muzak LLC d/b/a Mood Media for that amount.

Employees will be permitted to take time off from work or use available Paid Time Off if they are subpoenaed to testify in court or before a government agency. If an Employee is subpoenaed to serve as a witness on the Company's behalf, the Employee will be paid the regular rate of pay for the time missed.

**Section 12.9**            MILITARY LEAVE

The Company will grant a Military Leave of Absence for employees who serve in any branch of the United States Armed Forces, in compliance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) and all other applicable state and Federal Laws.

**Section 12.10**            LEAVE OF ABSENCE WITHOUT PAY.

**Section 12.10.1**        ELIGIBILITY

Leaves of absence without pay for the personal business of the Employee may be granted by the Company if, in the determination of the Company, there is good and sufficient reason for the leave, and if the Employee's absence will not inconvenience the operations of the Company.

**Section 12.10.2**        APPLICATION PROCEDURE

Any request for leave without pay shall be submitted in writing to the Local Operations Manager stating the reason for the leave, the amount requested, and with sufficient documentation attached to the request. All leave without pay requests must be approved in advance by the Local Operations Manager.

**Section 12.10.3**        RETURN FROM LEAVE

An Employee who has been granted an unpaid leave of absence shall contact the Supervisor at least two (2) weeks prior to the anticipated date of return to work from such leave to determine whether a position is available. The Company agrees to reinstate an Employee returning from an unpaid leave of absence if a position for which the Employee is qualified is available. If work is not available, Employee shall be laid off.

**ARTICLE XIII**  
SENIORITY

**Section 13.1**            ACQUISITION OF SENIORITY

Seniority shall first be acquired by a regular or part-time Employee on the day following completion of the equivalent of six (6) month's continuous service. Upon completion for such period, the Employee shall have his/her seniority date retroactively adjusted to the beginning date of continuous service (initial hire date). Seniority for Employees who worked for Company's predecessor shall be indicated in Appendix B.

An Employee's seniority status and date shall not be affected by absence from work for any of the following specified reasons:

- (a) Illness under approved sick leave.
- (b) Injury in the line of duty covered by Worker's Compensation.
- (c) Time spent on approved leave of absence for service in the Armed Forces of the United States, provided the Employee returns to the Company's service within six (6) months of first becoming eligible for release from military service.

- (d) Service as a regularly impaneled juror as required by a court.
- (e) Layoff, provided the Employee is re-employed by the Company within a period of nine (9) months.
- (f) A regularly approved leave of absence for reasons other than sickness, occupational injury, jury duty, or military service, provided such personal leave of absence does not exceed six (6) months in length.
- (g) A regularly approved leave for full-time employment as an officer or agent of the Union, provided such leave does not exceed six (6) months in length.

In the preparation of such seniority lists, if two (2) or more Employees have the identical date of hire or identical date of assignment of an occupational classification, seniority rank shall be determined by the alphabetical order of last names, the name commencing with "A" being the more senior. This procedure shall apply in all determinations of seniority ranking.

**Section 13.2**            LOSS OF SENIORITY

An Employee shall forfeit all accrued seniority and, if re-employed subsequently, have only the status of a new Employee, under any of the following conditions:

- (a) When the Employee resigns employment with the Company.
- (b) When the Employee is discharged for cause.
- (c) When the Employee is laid off for a period exceeding nine (9) months.
- (d) When, following layoff, the Employee fails to report for work within one (1) week after written notice from the Company by registered mail to the last known address.
- (e) When absent on a regularly approved leave of absence for reasons other than sickness, occupational injury duty, or military service, as herein before defined, for a period exceeding six (6) months.
- (f) When the Employee fails to return to work at the expiration of a leave of absence.

**Section 13.3**            LAYOFFS

The Company will give regular Employees who have acquired seniority status two- (2) week's notice of lay-off or one (1) week of straight-time rate pay, at the option of the Company. When, because of reduction of force or change in Company operation, it becomes necessary to reduce the work force, the Company will consider Company seniority, qualifications, skill, and ability in determining the order of lay-off. No permanent Employee shall be laid off until all less-than-permanent Employees, and then probationary Employees, have first been laid off. It is not the intent of the Company to lay-off for lack of work other than by classification.

**Section 13.3.1**        TEMPORARY RECALL

The Company shall first recall laid off Employees on a temporary basis (short call of ten- (10) work days or less) without the provision of notice or severance pay being applicable. Anticipated jobs of over ten (10) work days shall require rehire procedure of Section 14.4. Laid off Employees not responding to temporary short call shall not lose seniority standing providing that Employee was not probationary. In the event no laid off Employees respond to a temporary short call, the Company may hire at its discretion anyone on the same temporary basis (short call of ten (10) work days or less).

**Section 13.4**            REHIRE

An Employee laid off after having acquired seniority status and date as herein defined, shall, if vacancies occur within a period of nine (9) months following such layoff in the classification in which the Employee was laid off, be given an opportunity to return to a like job in order of seniority date. If, as determined by the Company, the laid off Employee is competent to fill an existing vacancy, the Employee shall be given preferential rehire rights prior to the employment of a new hire. Such opportunity shall be by means of a registered letter from the Company delivered to the last known address of the laid off Employee. An Employee's re-employment privileges shall be lost if the Employee fails, within one (1) week of the mailing of such notice, to advise the Company of his/her intention to return to work within one (1) week.

**Section 13.5**            PROBATIONARY PERIOD

All Employees shall be probationary Employees for the first six (6) months of their employment as a bargaining unit member. Probationary Employees may be terminated with or without cause, and shall not have access to the grievance and arbitration provisions of this Agreement.

**ARTICLE XIV**  
TOOLS AND EQUIPMENT

**Section 14.1**            PERSONAL TOOL REPLACEMENT

Employees will provide the necessary hand tools to do their work. Reference new Section 14.2 for list of tools. Muzak will replace hand tools of like style, make, and value as required due to normal on the job usage and wear. Employee must present worn out hand tools.

**Section 14.2**            TOOLS PROVIDED BY EMPLOYEES:

8" Crescent Wrench	Nut Driver Set
Adjustable Wire Strippers	Phillips, Slotted, Square & Torx Drivers
Assorted Screw Driver Set:	Set of Allen Wrenches: Metric & Standard
Channel Locks (at least #420)	Set of Jewelers Screw Drivers
Combination Ratchet Wrench Set	Side Cutters
Compass	Soldering Iron
Dry Wall Saw	Steel Tape Measure
Flashlight 2D-Cell Type	Torpedo Level
Hack Saw Frame	Tool Pouch
Lineman Pliers	

**ARTICLE XV**  
SAFETY

**Section 15.1**            EQUIPMENT, RULES AND REGULATIONS

The Company shall provide applicable Employees with the necessary safety equipment for the Employee's protection as needed and determined by the Company and in compliance with Washington State law. The Company shall promptly repair or replace any such equipment or devices it finds to be unsafe.

Employees are required to comply with all safety rules and regulations.

No employee shall be disciplined for refusing to perform an unsafe act resulting from abnormally dangerous conditions which could reasonably result in serious bodily harm or death.

**ARTICLE XVI**  
**SUBCONTRACTING**

**Section 16.1**

Normal service and installation shall be performed by Employees covered by this Agreement. However, it is understood that the Company shall have the right to apportion the work by subcontract in order that work may be carried out in the most efficient manner.

In the event the Company decides it is necessary to contract out bargaining unit work, it agrees to give the Union notification of the work to be so contracted out in order that the Union may apprise the Company of I.B.E.W. contractors available to do bargaining unit work.

Should subcontracting cause lack of work to the point of reduction in force to the then current Employees, such subcontracting work shall cease in favor of the then current Employees.

**ARTICLE XVII**  
**CONTRACT CONDITIONS**

**Section 17.1**            **FEDERAL AND STATE LAWS – SAVING CLAUSE**

If any part of this Agreement is, or is hereafter found to be, in contravention of the laws or regulations of the United States or of any state or subdivision thereof having jurisdiction so long as the same are in effect, but all other provisions of this Agreement shall continue in full force and effect. Upon any such determination being made by a court having jurisdiction in respect thereof, the Company and the Union will promptly negotiate upon a suitable substitute therefore.

**Section 17.2**            **AMENDMENTS**

This Agreement constitutes the complete and entire understanding between the Company and the Union. All understandings and written agreements between the parties, and supplements and amendments thereto, with an effective date prior to the date of this Agreement, shall be terminated by the signing of this Agreement. Any amendment to this Agreement or any interpretation of the true intent and meaning of the provisions of the Agreement officially and mutually agreed to by the Company and the Union shall be committed to writing and signed by the duly authorized representatives of the parties in order to be binding.

**Section 17.3**            **STRIKES OR LOCKOUT**

It is expressly understood and agreed that the services to be performed by the Employees covered by this Agreement pertain to and are essential to the operation of a public service and to the welfare of the public dependent thereon, and in consideration thereof, and of the agreements and conditions herein by the Company to be kept and performed, the Union agrees that the Employees covered by this Agreement, or any of them, will not be called upon or permitted to cease or abstain from the continuous performance of the duties pertaining to the positions held by them under the Company, in accordance with the terms of the Agreement. The Company agrees on its part to do nothing to provoke interruption of or prevent such continuity of performance of said Employees, insofar as such performance is required in the normal and usual operation of the Company's business.

The Union will not authorize a strike, work stoppage, or slowdown, and the Company will not engage in a lockout because of any proposed change in this Agreement or of any dispute over matters related to or covered by this Agreement. The Union will take every reasonable means

within its power to induce Employees engaged in a strike, work stoppage or slowdown in violation of this Agreement to return to work; but the Union, its officers, representatives, or affiliates shall not be held responsible for any strike, work stoppage, or slowdown which the Union, its officers, representatives or affiliates shall have expressly forbidden or declared to be in violation hereof.

No Employee covered by this Agreement shall be subject to any form of discipline if he refuses to enter upon the premises of his Employer if said premises of his Employer are being subjected to a lawful primary picket line, or if he refuses to enter upon the premises of any other Employer if said premises are being subjected to a lawful primary picket line. The exercise of Employee rights under this section, whether individually or in concert with others, shall not be subject to the grievance, arbitration provisions of this Agreement.

**Section 17.4**            NON-DISCRIMINATION

The Company and the Union agree to comply with all applicable laws, rules, ordinances and regulations prohibiting discrimination against any person with regard to employment because of race, color, religion, creed, sensory, mental or physical handicap, sex, national origin, age, marital status, pregnancy, veteran status, or any other impermissible characteristic. It is further agreed that this nondiscrimination provision relates to hiring, placement, upgrading, rates of pay, or other forms of compensation, training, demotion, recruitment, advertisement, solicitation for training, lay off, termination and all other conditions of employment.

Furthermore, neither party to this Agreement shall interfere with, restrain, coerce, or otherwise discriminate against any Employee for the exercise of the right to join or assist or to refrain from joining or assisting any labor Union.

**Section 17.5**            SMOKING

The parties recognize that the Company has a smoke-free work place, and that smoking will not be allowed while on Company time, in Company vehicles, or on Company premises.

**Section 17.6**            ACCIDENT REPORTING

Any Employee involved in a work-related accident, involving any injury either to himself/herself, to others, or damage to a motor vehicle, shall immediately report same to the Company. Failure to so report shall be considered a serious offense under the parties Agreement of progressive discipline.

**Section 17.6.1**        DRIVER'S LICENSE

It is recognized that maintenance of a current motor vehicle driver's license is a condition of employment. The Company may periodically engage in motor vehicle record checks for the purpose of identifying the status of Employees' drivers' licenses and the existence of serious moving violations. Driving infractions which conflict with the Company's current Motor Vehicle Policy, effective date 12/1/11, may lead to disciplinary action including suspension and/or termination. Should the Company's MVR policy change in accordance with safety, insurance and/or regulatory requirements the Union agrees to sit down with the Company to review and revise changes as needed.

**Section 17.6.2**        CLIENT REQUIRED BACKGROUND CHECKS AND OTHER CLIENT REQUIRED TESTING

Employees may be asked to submit to criminal, alcohol, drug or other tests and/or training as a condition of working at clients' worksites. All Employees are expected to cooperate with such client requests to the best of their ability.

An Employee who "fails" such a test, as long as such failure does not jeopardize the safety or well-being of the Employee, co-workers, clients, other non-Muzak employees or the Company and does not violate any Company policies or insurability standards as set forth by the Company's insurance carriers, may resume work as before. Checks would be subject to the terms of the Fair Credit Reporting Act and other applicable statutes, allowing individuals the opportunity to dispute and address information provided in such reports.

**Section 17.7**      COMPANY POLICIES

All Employees will be given copies of all Company policies, guides and manuals via paper and/or through Company intranet access, including but not limited to: the Employment Guide, Tech Job Description and the Tech Manual. Such documents may be updated from time to time to reflect business needs and changes. Except for those items specifically in conflict with this Agreement, if any, all policies and procedures contained in such policies, guides and manuals shall apply to all Employees covered by this Agreement and incorporated by this reference.

**Section 17.7**      DURATION

This Agreement shall remain in full force and effect from September 1, 2016 up to and including August 31, 2019. Either party may terminate this Agreement on, or at any time after September 1, 2019, by giving at least ninety (90) days' prior written notice to the other, together with the reason or reasons therefore. However, if at the time this Agreement would otherwise terminate, because of such notice the parties are negotiating for a new Agreement, the terms and conditions hereof shall continue in effect so long as such negotiations voluntarily continue; and any new Agreement may be made retroactive to the date the Agreement would otherwise have terminated.

**Section 17.8**      RE-NEGOTIATION OF CONTRACT

This Agreement may be opened for proposed modifications or amendments at any time after September 1, 2016, following written notice by either party. The notice shall specify the particular modifications or amendments desired. The party first notified shall, within twenty (20) days after the receipt of such notice, notify the other of any modifications or amendments it desires, if any. A discussion of such proposals shall begin no later than twenty (20) days after receipt of the second notice, unless the time shall be extended by mutual consent. If no agreement or settlement is reached, this Agreement shall remain in full force and effect until terminated as provided in Section 17.7.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this: 3<sup>rd</sup> day of October, 2016.

Subject to approval by the International Brotherhood of Electrical Workers, International Office.

International Brotherhood of Electrical Workers, Local 46

  
James Tosh, Business Manager and Financial Secretary

Muzak LLC d/b/a Mood Media Operations and Support

  
James McFelea, EVP Global Operations

**APPROVED**  
INTERNATIONAL OFFICE - I.B.E.W.  
  
**October 18, 2016**  
  
Lonnie Stephenson, President  
This approval does not make the International a party to this agreement.



**LETTER OF UNDERSTANDING**  
**BY & BETWEEN**  
**IBEW LOCAL UNION NO. 46**  
**AND**  
**MUZAK, LLC d/b/a Mood Media**  
**CONCERNING PENSION RECOVERY PLAN**

Muzak and IBEW Local 46 agree to adopt Alternative Schedule 4 as updated by the IBEW Pacific Coast Pension Fund's 2015 updated Rehabilitation Plan.

The Parties also agree to review the Recovery Schedule annually. The Parties further agree to open negotiations for the purpose of discussing the possible adoption of a new Recovery Schedule, as updated by the IBEW Pacific Coast Pension Fund, should either Party make such request.

In the event the Parties agree to adopt a revised Recovery Schedule that results in a savings to the Company, the Company agrees to share in such savings equally with the current employees.

International Brotherhood of Electrical  
Workers, Local 46

MUZAK LLC d/b/a Mood Media

\_\_\_\_\_  
James W. Tosh, Business Manager

\_\_\_\_\_  
Diane Adelberg

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date