

AGREEMENT

**BETWEEN
LOCAL 615, S.E.I.U.**

And

BOSTON RED SOX

(Grounds)

January 2, 2016 through January 1, 2023

THIS AGREEMENT entered into as of the ____ day of _____, 2016, by and between Service Employees' International Union, Local 615, (hereinafter referred to as the "Union") and the Boston Red Sox (hereinafter referred to as the "Employer").

ARTICLE I

PURPOSE OF AGREEMENT

The purpose of this Agreement is to promote good relations between the Employer, the Union and the employees in the bargaining unit represented by the Union and to make clear the basic provisions upon which such relations depend. It is the intent of both the Employer and the Union to work together to provide and maintain mutually satisfactory terms and conditions of employment and to prevent, as well as adjust, misunderstandings or grievances relating to employment.

ARTICLE II

RECOGNITION

In accordance with the certification of the Massachusetts Labor Relations Commission (Case No. CR 1165, April 2, 1947), the Employer recognizes the Union as the exclusive bargaining agency for all its employees who are regularly employed in the maintenance and servicing of the grounds (i.e. playing field) of Fenway Park, excluding supervisory employees with authority to hire, discharge, discipline or otherwise effect changes in the status of the employees within the bargaining unit.

The parties acknowledge that the Union also continues to represent three (3) current employees of Employee who are grandfathered members of the Union but who both no longer perform work as members of the Grounds crew and currently work within the Employer's Facility department.

The Term "employee" or "employees," when used in this Agreement shall mean those for whom the Union is recognized as the bargaining representative in accordance with the foregoing paragraph, it being understood that such terms shall not include persons employed on a temporary basis to perform cleaning duties, pursuant to the present practice of the Employer.

ARTICLE III

MEMBERSHIP

All employees who are now members of the Union shall remain members in good standing as a condition of employment, and all new employees who hereafter become members of the Union shall remain in good standing as a condition of employment. The Employer agrees that after thirty-one (31) days and for the period of time covered by this Agreement, it is a condition of employment that all maintenance and servicing employees regularly employed but excluding seasonal employees shall, as a condition of employment, become and remain members in good standing. All new employees in the above category so employed must, after their first thirty-one (31) days of employment, as a condition of employment, become and remain members of Local 615. Provided, however, that such membership must be available to such employees on the same terms and conditions generally applicable to other members of said Local 615, and such membership is not denied or terminated for reasons other than the failure of such employees to render the periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining membership in Local 615. Nothing herein contained shall be construed or applied so as to require Local 615 to accept as a member any particular person who does not meet the rules as prescribed by it for membership.

The Employer agrees to check off all dues and initiation fees that may be due to the Union from its members and to remit same to the Secretary-Treasurer of the Union in accordance with Union procedure.

ARTICLE IV

MANAGEMENT RIGHTS

The Employer has and will retain the unquestionable and exclusive right and power to manage and operate Fenway Park, including the right to hire, suspend, promote, demote, transfer, layoff due to lack of work, and to determine what duties will be performed by the employees.

ARTICLE V

HOURS AND OVERTIME

Employees will be paid overtime at the rate of one and one-half times the basic hourly wage for all hours worked over 40 in one work week. The work week begins on Sunday and ends on Saturday.

ARTICLE VI

WAGES

The basic hourly rate for all employees covered by this Agreement from January 2, 2016 to the termination date of this Agreement, shall be as follows:

2015 Step	2015	2016	2017	2018	2019	2020	2021	2022
2022 Hire	-							\$12.50
2021 Hire	—						\$12.50	\$13.00
2020 Hire	—					\$12.25	\$12.75	\$13.25
2019 Hire					\$12.25	\$12.75	\$13.25	\$13.75
2018 Hire	—			\$12.00	\$12.50	\$13.00	\$13.50	\$14.00
2017 Hire	—		\$12.00	\$12.50	\$13.00	\$13.50	\$14.00	\$14.50
2016 Hire	—	\$11.75	\$12.25	\$12.75	\$13.25	\$13.75	\$14.25	\$20.00
Intern	\$11.75	\$12.25	\$12.75	\$13.25	\$13.75	\$14.25	\$19.00	\$20.00
G1	\$11.75	\$12.25	\$12.75	\$13.25	\$13.75	\$14.25	\$19.00	\$20.00
G2	\$12.50	\$13.00	\$13.50	\$14.00	\$14.50	\$18.50	\$19.00	\$20.00
G3	\$13.00	\$14.00	\$16.00	\$16.50	\$18.00	\$18.50	\$19.00	\$20.00

G4	\$14.00	\$16.00	\$16.50	\$17.50	\$18.00	\$18.50	\$19.00	\$20.00
G5	\$16.00	\$16.50	\$17.00	\$17.50	\$18.00	\$18.50	\$19.00	\$20.00

ARTICLE VII

SENIORITY

In the matter of promotions and demotions, layoffs and rehiring due to layoffs, the Employer shall consider seniority, ability and capability to perform the particular work involved. All such promotions, demotions, etc. may become a grievance and subject to arbitration procedure as outlined herein.

ARTICLE VIII

DISCHARGES

Subject to the terms and provisions of this Agreement, the right to hire, promote, discharge or discipline for cause and to maintain discipline and efficiency is the sole responsibility of the Employer, but no discharge shall be made without cause - just cause to mean among other things but without limiting the same, inefficiency, insubordination, intoxication, persistent or serious infraction of the rules for the conduct of employees reasonably promulgated by the Employer, engaging in a strike or stoppage of work of any kind, slowdown or picketing. However, any discharge disciplinary action that is taken by the Employer against any employee or employees may be a grievance and subject to the arbitration procedure as outlined in Article X.

ARTICLE IX

UNIFORMS

Where the employees are compelled to wear uniforms, the Employer shall furnish and maintain same. It is agreed that a lightweight uniform shall be furnished to the employees during the summer months.

ARTICLE X
GRIEVANCE PROCEDURE
AND ARBITRATION

The representatives of both the Employer and the Union shall be responsible for making prompt and earnest efforts to adjust grievances or misunderstandings between employees and the Employer. The Union and the Employer jointly acknowledge the right of any employee involved to present individual grievances directly to the representatives of the Employer and to work out the settlement of such individual grievances. This right shall not be interpreted to include decisions as to wages, hours and conditions which affect the Union group as a whole or which will be contrary to the provisions of this Agreement.

Grievances other than those of an individual shall be handled as follows:

(1) The Union Steward shall take up the matter with the foreman of the department within seven (7) days of the event giving rise to the grievance or within seven days of the date the grievant should have become aware of the event giving rise to the grievance.

(2) If the grievance is not adjusted within two (2) working days, the matter shall be reduced to writing and taken up at a conference between representatives of the Union and representatives of the Employer. Such conferences will be held within five (5) days after request.

(3) If no settlement is arrived at within five (5) days following such conference, then the entire matter shall be submitted to the American Arbitration Association for the selection of an arbitrator according to its rules. The arbitrator's decision shall be final and binding on both parties and shall be rendered, in writing, to both parties.

It is agreed by the parties that the word "grievance" shall not be interpreted to include questions of general wages throughout the bargaining unit. No arbitrator shall have the power during the term of

this Agreement to order any increase or decrease of general wage rates throughout the bargaining unit or general wage rates in any classification in such unit. The arbitrator shall be without power to modify, alter, add to, or subtract from the provisions of this Agreement.

ARTICLE XI

STRIKE/LOCKOUTS

It is agreed by the parties that during the term of this Agreement or any renewal thereof, there shall be no strikes, stoppages, lockouts, picketing, banners or advertisements concerning any matter at dispute between the Employer and the Union or the employees.

ARTICLE XII

SAFETY

It is agreed that the Employer shall continue to maintain such safety and sanitary needs as are necessary to protect and preserve the health and welfare of its employees.

Adequate first-aid protection shall be made available to all employees during their working hours.

ARTICLE XIII

BULLETIN BOARDS

The Employer will permit the Union to post notices of its meetings, socials and other Union activities on bulletin boards in the grounds crew room.

ARTICLE XIV

NON-DISCRIMINATION CLAUSE

There shall be no discrimination exercised by either the Employer or the Union because of the race, color, creed, national origin, ancestry, sex, sexual orientation, disability or age of an employee or applicant for employment.

ARTICLE XV

COPE CHECK-OFF

The Employer agrees to honor and to transmit to the Union contribution deductions to the Service Employees' International Union Local 615 COPE Fund from employees who are Union members and who sign deduction authorization cards. The deductions shall be in the amounts and with the frequency specified on the political contribution deduction authorization cards.

"I hereby authorize the Company to deduct from my pay the sum of ____ for each month and to forward that amount every six (6) months to the S.E.I.U. Local 615 COPE Fund. This authorization is voluntary and made on the specific understanding that the signing of this authorization and the making of payment(s) to the S.E.I.U. Local 615 Fund Committee are not conditions of membership in the Union or of employment with the Company and that the S.E.I.U. Local 615 Fund Committee will use the money it receives to make political contributions and expenditures in connection with federal, state and local elections.

Signature

Date

ARTICLE XVI

EFFECTIVE DATE


This Agreement shall become effective as of the second day of January 2016 and shall

continue in full force and effect until January 1, 2023 and thereafter from year to year unless terminated by notice, in writing, given either party to the other not less than sixty (60) days prior to the expiration of the above stated period or any subsequent year of the existence of this Agreement.

This document shall consist of four (4) identical signed documents each of which shall be considered the original Agreement. Any notice required by this Agreement may be given by written notice delivered or mailed by certified letter to the Employer and to the Union.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals by their duly authorized officers on the day and year first written above.

BOSTON RED SOX BASEBALL CLUB LIMITED PARTNERSHIP

By:  Vice President, Ballpark Operations

LOCAL 615, SERVICE EMPLOYEES ' INTERNATIONAL UNION, AFL-CIO

By: 