

AGREEMENT

This Agreement is entered into as of _____ by and between the Service Employees International Union, Local 32BJ District 615, (hereinafter referred to as the "Union") and the Boston Red Sox Baseball Club Limited Partnership (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

The Employer recognizes the Union as the exclusive bargaining agent for all regularly employed ticket takers ("Ticket Takers") and ushers ("Ushers"), excluding supervisors.

ARTICLE III UNION MEMBERSHIP

1. 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 regularly employed Ticket Takers and Ushers shall either become and/or remain members of the Union in good standing by paying the uniformly required initiation fees and

dues required as a condition of acquiring or retaining membership in Local 615, or by paying an agency fee in an amount, as allowed by law, representing that portion of the uniformly required initiation fees and dues expended by the Union for representational activities.

2. The Employer will deduct the initiation fees and dues or agency fees payable to the Union from the wages of each bargaining unit member who authorizes the Employer, by a signed authorization form consistent with applicable law, to make scheduled deductions. The Employer shall remit monthly to the Secretary-Treasurer of the Union a check for the amounts so deducted, accompanied by a listing of the names of bargaining unit members for whom deductions have been made and the amounts deducted for each.
3. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it shall indemnify the Employer and hold it harmless for any amounts which it is compelled to pay as a result of a claim that an amount was improperly paid to the Union and from any claims, actions or proceedings by an employee arising from the termination of an employee hereunder.

ARTICLE IV

WAGES

1. For the purpose of this provision, and wherever appropriate elsewhere within this Agreement, the following terms shall refer to the various types of events at Fenway Park ("Events").
 - a. A Game is a baseball game scheduled by Major League Baseball ("MLB") during the regular baseball season.
 - b. A Premium Season Game is defined as a post season baseball game, an All Star baseball game, or a Home Run Derby scheduled by MLB.

- c. A Major Ballpark-Wide Event is defined as an event (excluding Games and Premium Season Games) with tickets sold to the public and ballpark staffing levels similar to a Game, (recent examples of Major Ballpark-Wide events include the 2015 Shamrock Series College Football Game, Liverpool Football Club exhibition soccer matches and Frozen Fenway Hockey East hockey games.)
 - d. A Major Concert is a Major Ballpark-Wide event where the primary entertainment is a live musical performance.
 - e. An Auxiliary Event is a smaller partial ballpark or offsite event that requires staff assistance (i.e. weddings, corporate functions, movies, Run to Home Base, World Series Gala, Winter Weekend, et al.) Employee training and orientation sessions are also considered to be Auxiliary Events.
 - f. A Major Event is a Game, Premium Season Game, Bleacher Theater musical performance, Major Concert or Major Ballpark-Wide Event.
 - g. An Early Shift refers to work required to be performed by Employees requested to report to work prior to the official call time for any of the Major Events defined above (e.g Red Sox Nation early entry).
 - h. A Late Shift refers to work required to be performed by Employees requested to work following the conclusion of any of the Major Events defined above (e.g. Kids Run the Bases).
2. Unless expressly agreed upon otherwise, Employer shall pay employees wages for work performed based upon the hourly rate set forth in the appropriate Usher Standard Hourly Rate or Ticket Taker Standard Hourly Rate charts set forth below.

Usher Standard Hourly Rates by Year of Hire

2015 Step	Year Hired	2016	2017	2018	2019	2020
n/a	2020	-	-	-	-	\$12.54
n/a	2019	-	-	-	\$12.54	\$12.94
n/a	2018	-	-	\$12.54	\$12.94	\$13.34
n/a	2017	-	\$12.54	\$12.94	\$13.34	\$13.75
n/a	2016	\$12.54	\$12.94	\$13.34	\$13.75	\$14.15
U1	2015	\$12.94	\$13.34	\$13.75	\$14.15	\$14.55
U2	2014	\$13.30	\$13.70	\$14.10	\$14.51	\$17.87
U3	2013	\$13.66	\$14.06	\$14.46	\$17.46	\$17.87
U4	2012	\$14.01	\$14.42	\$17.06	\$17.46	\$17.87
U5	2011	\$14.37	\$16.66	\$17.06	\$17.46	\$17.87
U6	n/a	n/a	n/a	n/a	n/a	n/a
U7+	2010 or Prior	\$16.25	\$16.66	\$17.06	\$17.46	\$17.87

Ticket Takers Standard Hourly Rates by Year of Hire

2015 Step	Year Hired	2016	2017	2018	2019	2020
n/a	2020	-	-	-	-	\$21.09
n/a	2019	-	-	-	\$21.09	\$21.64
n/a	2018	-	-	\$21.09	\$21.64	\$22.19
n/a	2017	-	\$21.09	\$21.64	\$22.19	\$22.73
n/a	2016	\$21.09	\$21.64	\$22.19	\$22.73	\$23.28
T1	2015	\$21.80	\$22.34	\$22.89	\$23.44	\$23.98
T2	2014	\$22.42	\$22.97	\$23.52	\$24.06	\$29.77
T3	2013	\$23.05	\$23.59	\$24.14	\$29.22	\$29.77
T4	2012	\$23.67	\$24.22	\$28.67	\$29.22	\$29.77
T5	2011	\$24.30	\$28.13	\$28.67	\$29.22	\$29.77
T6	n/a	n/a	n/a	n/a	n/a	n/a
T7+	2010 or Prior	\$27.58	\$28.13	\$28.67	\$29.22	\$29.77

3. **Applicable Wage Rate for Premium Season Games:** All of the standard hourly rates shall be increased by 100% (i.e. at 2 times the standard hourly rate).

4. **Applicable Wage Rate for Major Concerts:** All of the standard hourly rates shall be increased by 50% (i.e. at 1 ½ times the standard hourly rate).

5. **Applicable Wage Rate For Holidays:** All of the standard hourly rates shall be increased by 50% (i.e. at 1 ½ times the standard hourly rate) for Employees who work Major Events on Holidays which are defined as New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Easter, July 4th, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Christmas Eve, Christmas Day or New Year's Eve.

6. **Applicable Wage Rate for Auxiliary Events:** All Employees (i.e. both Ushers and Ticket Takers) will be paid at the corresponding hourly rates based on their year of hire shown in the Usher Standard Hourly Rate table above for all Auxiliary Events, provided however that any Ticket Taker performing a ticket taking role for an Auxiliary Event will instead be paid at the corresponding hourly rate in the Ticket Taker Standard Hourly Rate chart above.

7. **Applicable Wage Rate for Early or Late Shifts:** All Employees will be paid at the hourly rates in effect for the Event (e.g. Standard Hourly, Holiday or Premium Season Game Rates) for early or late shift work performed.

8. **Minimum Guaranteed Shift Lengths:** Each Employee that completes a shift shall be paid based upon the greater of the amount of time actually worked or the applicable minimum guaranteed shift length outlined below multiplied by the Employee's applicable hourly rate. Employees that arrive later than official call time or voluntarily depart prior to the completion of their shift and who work a total shift time that is less than the guaranteed minimum shift length will be paid for the hours actually worked:

	USHERS	TICKET TAKERS
ALL MAJOR EVENTS - REGULAR SHIFT (including each game of Major Event Single Admission Doubleheaders)	5 hours, 30 minutes (5.5 hours)	3 hours, 12 minutes (3.2 hours)

ALL MAJOR EVENTS - EARLY SHIFT AND/OR LATE SHIFT	5 hours, 30 minutes (5.5 hours)	3 hours, 42 minutes (3.7 hours)
ALL AUXILIARY EVENTS	4 hours and 0 minutes (4 hours)	4 hours and 0 minutes (4 hours)

9. An employee called in to work in accordance with this Agreement who is not a member of the bargaining unit shall be paid at the appropriate and applicable rates set forth in this contract for the type of work performed.

10. **Single Admission and Separate Admission Major Event Doubleheaders:** Subject to the Minimum Guaranteed Shift Length pay described in the chart above, Employees shall be compensated at the standard hourly rate for time worked in connection with each game of a Major Event single admission doubleheader (e.g. Futures at Fenway doubleheader, College Hockey doubleheader). Each game of a separate admission Red Sox doubleheader shall be compensated at the standard hourly rate; however, Employer shall compensate those employees who work both games of a separate admission day/night doubleheader that has been scheduled due to a game postponement (and rescheduling) at 1.5 (one and one half) times the standard hourly rate for work performed after call time for the second game.

11. **Events that are Called Off Prior to Official Call Time:** In the event that a Major Event is called off one and one half (1 ½) hours or less prior to official call time, each Employee called to work shall receive two (2) hours of pay at his or her standard hourly rate. If a Major Event is called off after official call time, then each Employee called to work shall be paid at his or her standard hourly rate multiplied by the minimum guaranteed shift lengths outlined above.

12. **Premium Pay for Extended Shifts for Major Events:** Ushers and Ticket Takers shall earn premium pay applied to all hours worked in a shift for Major Events

worked in the following manner:

- a. **Extended Shifts for Games, Premium Season Games, and Major Ballpark-Wide Events (excluding Concerts):** Employees shall be paid at 1.5X the applicable hourly rate for Games, Premium Season Games, and Major Ballpark-Wide Events that last between 6 hours and 16 minutes and 7 hours from official call time; however, the hourly rate shall be increased from 1.5X to 2.0X the applicable hourly rate for Games and Premium Season Games that last seven hours and 1 minute or more from official call time. For determination of premium pay purposes, the duration of such events will be determined by the length of time that transpires between official call time and the final out on the official game clock for Games and Premium Season Games, and by the length of time that transpires between official call time and the conclusion of the Major Event for all other events.
- b. **Extended Shifts for Major Concerts:** Employees shall be paid at 2.0X the standard hourly rate for Major Concerts that last 6 hours and 1 minute or more from official call time. For determination of premium pay purposes, the duration of Major Concerts will be determined by the length of time that transpires between official call time and the time when the last musical note is played by the live concert act.

For purposes of clarification, the chart below summarizes the multipliers that apply to the standard hourly rates for all scenarios outlined above. For the avoidance of doubt, in no case shall a rate multiplier exceed 3.0X:

Multipliers Applied to Standard Hourly Rates

	Game	Other Major Event	Major Concert	Premium Game
Standard Length Shift	1.00x	1.00x	1.50x	2.00x

Standard Length Shift (on Holiday)	1.50x	1.50x	2.25x	3.00x
Extended Shift (<=7 hours)	1.50x	1.50x	2.00x	3.00x
Extended Shift (>7 hours)	2.00x	2.00x	2.00x	3.00x
Extended Shift (<=7 hours on Holiday)	2.25x	2.25x	3.00x	3.00x
Extended Shift (>7 hours on Holiday)	3.00x	3.00x	3.00x	3.00x

13. In the event that the Employer requests Ushers to handle the canvas on the field on any date, the Ushers who volunteer and do the work shall be paid 2.0x their standard hourly rate.
14. The Employer may, at its discretion, deploy Ticker Takers as Ushers and vice versa until the end of their shift and such Employees shall maintain their existing step within the chart applicable to the type of temporary work performed for purposes of pay rate. If Ushers are needed for Ticket Takers, selection will be first on a voluntary basis, then by rotating inverse seniority list.
15. Ticket Takers may apply for open posted positions for Ushers and vice versa. If an Employee is hired, the Employee will maintain the Employee's existing step for purposes of pay rate within the chart applicable to the type of work that will be performed, but will lose existing seniority status.

ARTICLE VI MAINTENANCE OF EXISTING CONDITIONS

Nothing contained in this Agreement shall be construed as requiring or permitting conditions of employment or wage rates for any employee or group of employees to be reduced below the standard or rate which is in effect at the time of the execution of this Agreement.

ARTICLE VII

STAFFING AND SENIORITY

1. Staffing

In order to assure adequate and efficient staffing, the parties have agreed that the Employer shall advise the Union *prior to the end of any given homestand and, in the case of the first homestand, two weeks prior to the first homestand*, of the number of Ushers and Ticket Takers who will be required for each Game of the next homestand (or the first homestand at the start of the season). The Union working with management shall be responsible for providing firm commitments from bargaining unit members to work during the particular homestand in question, and it shall notify the Employer at least 5 business days in advance of any given homestand of the names of the employees scheduled to work. In the event a bargaining unit member makes a commitment to work during a particular homestand and does not fulfill that commitment for any reason, the bargaining unit member may be subject to disciplinary action.

During the months of April, May and September, there shall be a minimum staffing of thirty (30) Ushers and twelve (12) Ticket Takers. During the months of June, July and August, the minimum staffing shall be fourteen (14) Ticket Takers and thirty-five (35) Ushers.

Employees who appear at Major Events without having been designated by the Union to do so on the list given to the Employer in advance of the particular homestand or event shall not be permitted to work, except if specifically permitted to do so at the Employer's discretion.

The Employer may hire anyone to serve as an Usher or Ticket Taker, but only in limited circumstances, for example, in the event the Union fails to provide adequate staffing in accordance with this agreement or the Employer determines that, in its sole but reasonable discretion, public safety dictates additional Ushers or Ticket Takers should be temporarily deployed.

Because the Union is responsible for the selection of bargaining unit members for work assignments, no bargaining unit member may file any grievance relating to his or her selection (or lack thereof) to work any Game or Event. The Employer has the right to assign, direct and manage its workforce.

The foregoing principles shall also apply for the staffing of all Events at Fenway Park at which members of the bargaining unit work.

2. Seniority

In arranging for employees to report for work, the Union will follow principles of seniority. There shall be two seniority classifications:

- a. Ushers
- b. Ticket Takers

The Union shall select the Employees in each classification based on their years of uninterrupted service, beginning with the longest-serving employee. For the purpose of this agreement seniority is given to those employees who a) are members of the Union as of January 1, 2016 and who have worked at least fifty five (55) Major Events during the previous calendar year; or b) become members of the Union after January 1, 2016 and who have worked at least sixty (60) Major Events during the previous calendar year. An Employee will be exempted from this if the absence is due to active military service or prolonged medical leave with proper documentation.

Attendance Bonus: Within seven (7) days of the termination of the pay period during which the final Major Event of each calendar year occurs, the Employer shall calculate and pay earned attendance bonuses to eligible bargaining unit employees based on the formula below. Employees are only eligible for a payment amount based upon the highest bonus level which correlates to the total number of Major Events worked

(as defined in the Chart below).

Total Number of Major Events* Worked	Attendance Bonus
76 - 80	\$150.00
81 - 85	\$250.00
86 or more, but not 100%	\$300.00
100% of Major Events*	\$550.00

* For the purposes of calculating Attendance Bonuses to be paid to Employees, Premium Season Games shall not be counted and considered as Major Events.

ARTICLE VIII

UNIFORMS

The Employer shall provide every Employee with two (2) short sleeve shirts; three (3) jackets (one (1) light weight, one (1) all season, and one (1) rain jacket); one (1) pair of shoes; and one (1) hat. A second hat may be provided if necessary. The Employer will incorporate the Red Sox name and/or Red Sox logo into the design of the uniform. The Employer will work with its shoe sponsor/vendor to allow employees a choice among sneaker styles. The Employees will clean their uniforms as necessary for a clean and neat appearance. Returning Employees should maintain their uniform items from one season to the next. The Employer shall be responsible to repair or replace uniforms as necessary.

ARTICLE IX

401 (K) PLAN

Employer shall engage in the administrative process of amendment of its existing Retirement & Savings Plan so that after it has been effectively amended Employees will become eligible to

participate in the Retirement & Savings Plan in accordance with its applicable terms and conditions.

ARTICLE X

SICK LEAVE

Employees shall be eligible for sick time leave consistent with the legal requirements of the Massachusetts Sick Time Leave Law (M.G.L. ch. 149, § 148C).

ARTICLE XI
GRIEVANCE PROCEDURE
AND ARBITRATION

Each representative of either the Employer or 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 representative of the Employer on an informal basis 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 bargaining unit as a whole or which will be contrary to the provisions of this Agreement.

For purposes of the formal grievance and arbitration procedure, a grievance shall be defined as an allegation by the grievant or the Union that a specific provision or provisions of this Agreement has/have been breached in its application to the grievant. A grievance shall be in the form of a written statement stating the event or occurrence on which the grievance is based, including the date when such breach is alleged to have occurred and the specific contractual provision(s) alleged to have been breached, and shall set forth the remedy requested.

A grievance shall be filed within ten (10) business days of the occurrence of the event or the date on which the grievant had or reasonably should have had knowledge of the event or conditions upon which the grievance is based.

Once a grievance is filed, the Union steward shall discuss it with the appropriate department head within five (5) business days. If the grievance is not resolved within five (5) days of that meeting, the grievance shall be considered denied and the Union may present the grievance to the Director of Event Operations within three (3) business days after the expiration of said five (5) business day period.

If no settlement is reached within five (5) days of presentation of the grievance to the Director of Event Operations, the grievance shall be considered denied, and the Union may submit a demand for arbitration to the American Arbitration Association within twenty (20) days after the expiration of said five (5) day period.

Failure of the union to adhere to the time limits set forth herein shall be deemed a waiver of any grievance. Time limits may be modified by written agreement of the parties in any particular case.

Should the union timely proceed to arbitration; the parties will follow the labor arbitration rules of the American Arbitration Association. Each shall bear its own costs and one-half of the fees of the American Arbitration Association and of the arbitrator.

The arbitrator shall be without power to modify, alter, add to, or subtract from the provisions of this Agreement. The arbitrator's award, if within his jurisdiction, shall be final and binding on both parties.

The parties agree that any investigation of a bargaining unit employee prompted by an incident report filed at Fenway Park shall be conducted fully and fairly. The employee may request the presence of a Shop Steward during an interview in connection with such an investigation. The employee and the Shop Steward shall be provided a copy of any written report on the results of any such investigation. The Employer will notify the Shop Steward of any disciplinary action taken against any member of the bargaining unit.

ARTICLE XII

STRIKES AND 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 in dispute between the Employer and the Union or the employees.

ARTICLE XI

SAFETY

It is agreed that the Employer shall continue to maintain such safety and sanitary needs as it considers 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 XII

BULLETIN BOARDS

The employer will permit the Union to post notices of its meetings, socials, and other Union activities on bulletin boards in the various locations which have been agreed upon.

ARTICLE XIII

TICKETS

Each member of the bargaining unit may purchase tickets, at face value, for post season games played at Fenway Park, as set forth below.

Total Number of Games Worked by September 15th	Permitted Purchase
45	2 tickets for all Divisional Series Playoff Games
50	2 tickets for all Divisional Series and League Championship Series Playoff Games

55	2 tickets for all Playoff Games
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Employer shall use reasonable business efforts to secure opportunities for employees to purchase tickets to Fenway Park events other than Red Sox baseball games.

ARTICLE XIV MISCELLANEOUS

Official call time for all employees shall be two (2) hours before game time.

Employees shall be required at all times to wear picture ID's and name tags provided by the Employer. Employees shall be required to follow all scanning or other procedures established by the Employer when entering and leaving Fenway Park and during breaks. Employees shall be granted admission to the park prior to call-time during inclement weather. Otherwise, employees shall not be admitted to the park until one (1) hour before call time. Any employee not assigned to work cannot enter the park unless he or she has purchased a ticket or has received authorization from the Employer.

Two (2) Ticket Takers shall be assigned for at least two and one-half (2 1/2) hours and one Ticket Taker shall be assigned for at least three (3) hours from the time they commence work.

Ticket Takers and Ushers shall have discretion whether to wear the uniform jacket depending on the weather conditions in the area to which they are assigned in the park.

Subject to the scheduling of the Employer, there shall be twenty (20) minute breaks starting at the end of the third inning. The right field and bleacher Ushers will be allowed extra time for a break. Additionally, a break shall be provided during the second game of a doubleheader at the end of the third inning.

The Employer shall provide a locker room for all bargaining unit members. Locker room areas shall be equipped with water and a refrigerator.

The Employer shall ensure that employees have access to drinking water during the game. The Employer will provide bottled water in the locker room whenever feasible, and Ushers and Ticket Takers are permitted to drink bottled water while on the job.

ARTICLE XV

SEPARABILITY

Should any part of this Agreement or any provisions herein be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by decree of a court or board of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof, and they shall remain in full force and effect. The parties further agree that should such part be declared or rendered invalid, they will meet to negotiate new provisions to replace those parts determined to be invalid.

ARTICLE XVI

NON-DISCRIMINATION CLAUSE

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

ARTICLE XVII

MANAGEMENT RIGHTS

The Employer shall, at all times, subject to provisions of this Agreement, have full control of matters relating to the management and operation of Fenway Park. The

Employer shall control the direction of its working forces, determine the number of employees needed in each classification and the assignments and duties to be performed by employees. Any rights that the Employer had prior to the signing of this Agreement are retained by the Employer, except to the extent modified by provisions of this Agreement.

ARTICLE XVIII
TERM OF AGREEMENT

This Agreement shall be effective as of _____ 2016, and shall remain in full force and effect until _____, 2021 and shall continue in effect thereafter from year to year, unless either party serves notice, in writing, sixty (60) days prior to the anniversary date of the commencement of the Agreement, of its desire to modify or change this Agreement. The parties agree that if either party desires to modify or change this Agreement, they shall commence negotiations for a new Agreement in November 2020 and shall use their best efforts to have a new contract prior to expiration of this Agreement.

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

For The Boston Red Sox
Baseball Club



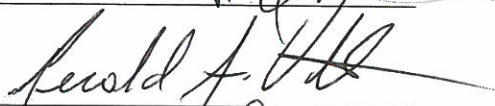
TITLE

Vice President
Ballpark Operations

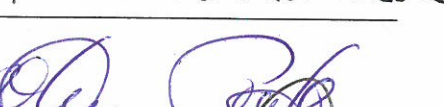
For Local 32 BJ District 615, SEIU



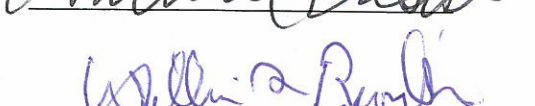
Robert A. Johnston



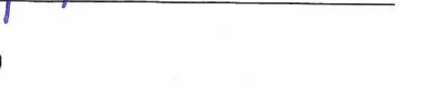
Gerald F. Holt



Robert W. Christensen



William A. Bunker



Paul Val