

## **MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF AGREEMENT (the "AGREEMENT") is made and entered into by and between Aramark (the "Employer") and UNITE HERE ("UH") Local 26 (the "Union") with respect to the Fenway Park concessions bargaining unit and collective bargaining agreement. The Union agreeing to this Agreement, agrees that it is the sole and exclusive agreement relating to the terms and conditions of employment related to the issues contained herein during the term of this Agreement.

### **1. TERM OF AGREEMENT**

This Agreement will be effective on upon signing and shall remain in effect for 30 days from the date of execution and will be superseded and replaced in its entirety by any subsequent Agreement between the parties or between the Employer and UNITE HERE International Union. In the event there is no subsequent agreement between the Employer and UNITE HERE International Union at the end of 30 days, this agreement will extend for successive 30 day periods until and unless such agreement is reached, or unless the Unite Here Local 26 or Aramark provides at least fourteen (14) calendar days written notice, prior to the relevant expiry, that it intends to terminate the agreement.

### **2. RECALL RIGHTS**

- (a) The employer will follow the recall provisions of the applicable collective bargaining agreement except as modified in this agreement.
  - (i) Employees will be offered the right to return to an open schedule/position in seniority order, as defined by their collective bargaining agreement. Employees who do not wish to fill an open schedule/position may be passed over for a 30 day period so long as a less senior employee is available. The Employer shall not contest the continued receipt of unemployment benefits by employees who decline to return to work under this section but will comply with any legal obligations it has to provide information. Less senior employees will be mandated to fill open schedules in reverse seniority order.
  - (ii) Notwithstanding paragraph 2(b)(i) of this Agreement, an employee who would be required to return to work and who faces an elevated risk or hardship associated with COVID-19 as defined in 2(b) may remain out for a 30 day period or until the Employer has recalled all employees in the employee's classification during the 30 day period and needs additional employees in that classification.
  - (iii) An employee covered by 2 (a)(i) or 2 (b) who later chooses to return, will provide the Company with fifteen (15) days written notice prior to the expiration of their 30 day opt out period and then will be eligible to displace the least senior employee in accordance with the terms of the relevant CBA.
- (b) An employee who faces an elevated risk or hardship associated with COVID-19 is defined as any of the following:
  - (i) an employee who is high risk due to a medical condition considered high risk for COVID-19 as defined by the CDC, or applicable state or local legislation, which

currently includes, an individual who has chronic lung disease, moderate to severe asthma, diabetes, serious heart conditions, compromised immune systems, or who is pregnant or has otherwise been determined to be high risk by a licensed healthcare provider or is over age 65,

- (ii) an employee who lives with a dependent or any other individual who is high risk as defined in subsection (i) above,
  - (iii) an employee who is a caretaker of a child but does not have access to childcare due to COVID-19,
  - (iv) an employee who has been exposed to someone infected with COVID-19.
- (c) The employer may require documentation to support the employee's elevated risk or hardship.
- (d) If an employee does not return to work when recall is required under paragraph 2 (a)-(f) of this Agreement, the Employer shall have no further obligation to recall the employee and may terminate the employee's employment.
- (e) It is further agreed that in order to be recalled, employees shall comply with and be subject to any and all Employer, client, CBA and/or governmental health and safety requirements.
- (f) For purposes of recall under this Agreement the Employer shall use the last known address or contact information the Employer has on record. An employee who fails to respond to being recalled under terms set forth in the applicable CBA will forfeit their seniority rights and their employment may be terminated in accordance with this Section.

### **3. SENIORITY PROVISIONS RELATED TO OPT OUT**

The parties agree that if an employee opts out for the 30-day period as defined above, the employee will suffer no loss of seniority as a result.

### **4. HEALTH & SAFETY GUIDELINES**

The parties agree that all Health & Safety guidelines regarding food service/concessions/dining operations required by the State, City, other governmental agencies will be followed.

### **5. RELATED ECONOMICS**

Any economic issues related to incentive pay, perfect attendance bonus, etc. which may be affected by this Agreement will be discussed if not addressed in a subsequent Agreement between the Employer and UNITE HERE International Union.

### **6. RECALL RIGHTS SENIORITY**

The parties agree that in recognition of the limitations imposed by State, City and other governmental agencies on fan attendance, games played, etc., the minimum game requirements to

maintain seniority will be waived for the 2021 baseball season.

FOR THE EMPLOYER:

By: Derek J. Swartz B. Bohmuller

Title: Vice President of Operations LRD

Date: March 24, 2021 3/24/21

FOR THE UNION:

By: [Signature]

Title: President

Date: 3/24/2021