

CITY OF BOSTON

AND

BOSTON PUBLIC LIBRARY

AND

**AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL
EMPLOYEES,**

AFL-CIO COUNCIL 93, LOCAL 1526

This Memorandum of Agreement (“the Agreement”) is made pursuant to Chapter 150E between the City of Boston (“the City”), the Boston Public Library (“the Library”) and the American Federation of State, County and Municipal Employees, AFL – CIO Council 93, Local 1526 (“the Union”). This Memorandum of Agreement supplements and amends the Collective Bargaining Agreement effective October 1, 2007 through September 30, 2010.

I No Layoffs

Except as modified in the following paragraphs, beginning with the date of the ratification of this agreement and ending on September 30, 2010, the Library/ City shall not separate an employee in the Union who has completed his/her probationary period by June 30, 2009, because of lack of work, shortage of funds, curtailment of services, or any other reason except for voluntary separation, separation due to retirement, or separation constituting discipline or discharge under Article 6 of the parties agreement.

This provision does not apply to the lay offs that may take place as a result of the elimination of the following nine (9) occupied positions: (1) Senior Library Assistant, BLA2 (3182), Technical Services; (2) Senior Library Assistant, BLA2 (10607), RSO; (3) Senior Library Assistant, BLA2 (7003), Circulation; (4) Senior Library Assistant, BLA2 (8983), Book Delivery; (5) Principal Library Assistant, BLA3 (3128), Government Documents; (6) Special Library Assistant I, BLA4 (10562), Technical Services; (7) Special Library Assistant II, BLA5 (33447), KBB; (8) Principal Library Assistant, BLA6 (6338), General Reference; and (9) Special Library Assistant IV, BLA7 (9340), PSO.

The parties acknowledge that layoffs may engage a “bumping” process, provided for under the CBA and M.G L. c. 31 “Civil Service”. Nothing in this agreement shall be construed as the Union waiving any rights that exist pursuant to the parties’ collective bargaining agreement and/or M.G L. c. 150E and/or under

M.G.L. c. 31. The Library/City recognizes its obligations pursuant to the parties' collective bargaining agreement and/or M.G.L. c. 150E.

The Principal Library Assistant BLA3 (10952) position in Technical Services shall be budgeted and available to be filled. In the event that the position is not filled as a result of bumping, it shall be posted and filled.

II 1987 Letter of Understanding

The Union agrees to waive the provision under paragraph 5, which refers to lay-offs, in the 1987 Letter of Understanding from the date of ratification until September 30, 2010. (Attachment A)

III. Wage Delay

Article XXII "COMPENSATION", Section 1 shall be amended as follows:

The effective date of the 2.5% general wage increase shall be changed from First Pay Period October 2009 to a new effective date of September 30, 2010

IV. Lump Sum Payment for Retirees

The Library/City will provide to employees who qualify for the maximum pension benefit based on age and years of service, and who elect to retire based on superannuation after June 30, 2009 and before September 30, 2010, a one-time lump sum payment of 8% (less appropriate deductions) of the regular compensation component of their annualized salary as of the date of their retirement. Regular compensation shall be deemed to include those types of earnings that are considered pension eligible under MA retirement law, but shall not be deemed to include amounts paid resulting from vacation buy backs. This lump sum payment is not included in an employee's pension.

V. Re-opener

With written notice to the Library/City, the union may re-open this memorandum of agreement, in accordance with this paragraph. This mid-term re-opener shall be limited to whether the FY 2010 2.5% general wage increase should take effect at a date sooner than September 30, 2010. The Union may engage this re-opener for the following reason:

The Union reasonably believes that the City's financial circumstances have changed since the date of this agreement.

The provisions of this paragraph shall expire on September 30, 2010.

For the City,

John Dunlap

John Dunlap

Samantha Doeppen

Samantha Doeppen

Amy Ryan

Amy Ryan

Mary Frances O'Brien

Mary Frances O'Brien

For the Union,

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DATE 3/26/09