

CITY OF BOSTON
AND
PROFESSIONAL STAFF ASSOCIATION, CWA LOCAL 1333

This Memorandum of Agreement (“the Agreement”) is made pursuant to Chapter 150E between the City of Boston (“the City”) and the Professional Staff Association (“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 paragraph, beginning with the date of the ratification of this agreement and ending on September 30, 2010, the City shall not separate an employee in the Union who has completed his/her probationary period by September 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 five (5) occupied positions: (1) Reader & Information Librarian I, Reader and Information Services; (2) Reference Librarian I, Fine Arts; (3) Reference Librarian I, KBB; (4) Acquisitions Librarian II, Tech Services; and (5) Branch Librarian II, Brighton.

II 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

III Lump Sum Payment for Retirees

The 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 June 29, 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.

IV Re-opener



With written notice to the 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 if it reasonably believes that the City's financial circumstances have changed since the date of this agreement.

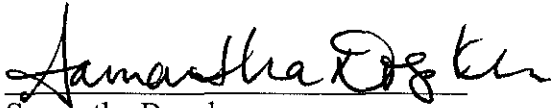
The provisions of this paragraph shall expire on September 30, 2010.

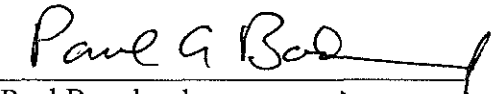
For the City,

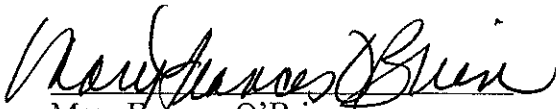
For the Union,


John Dunlap

Paul Curran


Elizabeth Smith

Karen Shafts


Samantha Doepken


Paul Bouchard
CWA DISTRICT 1


Mary Frances O'Brien


Robert P. Lippman





