

CITY OF BOSTON

AND

SERVICE EMPLOYEES' INTERNATIONAL UNION,
LOCAL 888 CITYWIDE
CLERKS & TECHS

This Memorandum of Agreement ("Agreement") is made pursuant to Massachusetts General Laws, Chapter 150E, between the City of Boston (the "City") and the Service Employees' International Union, Local 888, Citywide Clerks & Techs (the "Union"). This Memorandum of Agreement supplements and amends the Union's 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 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' collective bargaining agreement.

This provision shall not apply to lay-offs that may take place as a result of the elimination of the following positions in the Boston Police Department Mounted Unit: Head Storekeeper, Working Foreperson Hostler, and Hostler.

The parties' acknowledge that layoffs in other unions may engage a "bumping," process, provided for under M.G. L. c. 31 ("Civil Service") and in other collective bargaining agreements with the City. This process could impact incumbent members of the Union and may result in a member being placed in a lower classified position. However, the parties agree that between the date of ratification of this agreement and September 30, 2010, the bumping process will, under no circumstances, result in a member of the Union being separated from employment; provided, however, that if any employee in one of the foregoing titles in the Boston Police Department Mounted Unit exercises "bumping rights," then a member of the bargaining unit who cannot otherwise exercise bumping rights will be separated from employment on a one-for-one basis. For example, if the head storekeeper is able to exercise bumping rights, this will result in the separation of employment of another member of the bargaining unit.

II Wage Delay

Article 20 "COMPENSATION," and any pertinent salary scales incorporated into the Union's collective bargaining agreement, shall be amended as follows:

The effective date of the 2.5% general wage increase shall be changed from October 3, 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 September 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.

IV Telephone Operator (Property Management)

The City is contemplating consolidating call taking functions within the Mayor's Call Center. The City will need to notice the Union and meet all obligations under M.G. L. c. 150E if it intends to take such action. This Agreement does not constitute such notice. If the City does implement this change during the term of this Agreement, then the City agrees to find alternative employment for those members of the Union who are employed in the title Telephone Operator (Property Management) (SU4-10)

V Re-opener

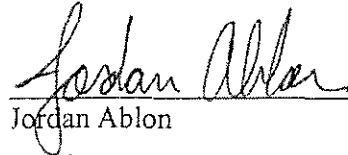
With written notice to the City, the Union may re-open this Agreement in accordance with this paragraph. The mid-term re-opener shall be limited to whether the FY 2010 2.5% general wage increase should take effect at a date sooner than September 30, 2010. The Union may engage this re-opener only for either of the following two (2) reasons:

- 1 The Union reasonably believes that considering all factors, the City has treated other city-wide unions more favorably during fiscal year 2010, provided, however, that the separation of employment that may result from the provisions of paragraph I hereof shall not be construed as the City treating other city-wide units more favorably; or
- 2 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.

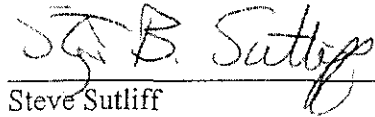
For the City,


John Dunlap

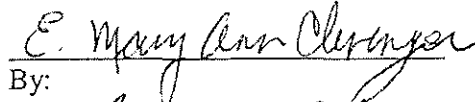

Jordan Ablon


Kerry Anderson


Colm Lydon


Steve Sutliff

For the Union,


By:


By:


By:

By:

By:

Dated: March 12, 2009