

**CITY OF BOSTON**

**AND**

**SERVICE EMPLOYEES' INTERNATIONAL UNION, LOCAL 888**  
**DEPARTMENT OF NEIGHBORHOOD DEVELOPMENT**

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, Department of Neighborhood Development (the "Union"). This Memorandum of Agreement supplements and amends the Union's collective bargaining agreement effective October 1, 2007 through September 30, 2010. This agreement is subject to ratification by the members of SEIU – DND.

**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.

**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.

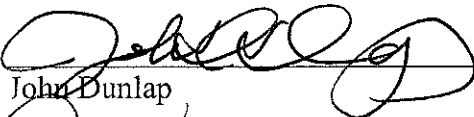
V **Re-opener**

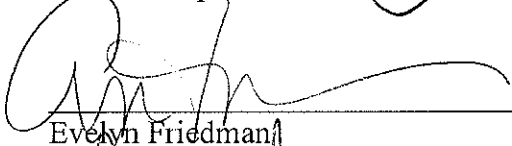
With written notice to the City, the Union may re-open this Agreement in accordance with this paragraph. The mid-term re-opener shall be limited to whether the FY 2010 2.5% general wage increase should take effect at a date sooner than September 30, 2010. The Union may engage this re-opener only for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

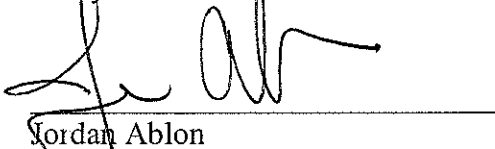
1. The Union reasonably believes that considering all factors, the City has treated other city-wide unions more favorably during fiscal year 2010, provided, however, that the separation of employment that may result from the provisions of paragraph I hereof shall not be construed as the City treating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

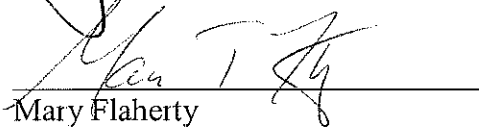
The provisions of this paragraph shall expire on September 30, 2010.

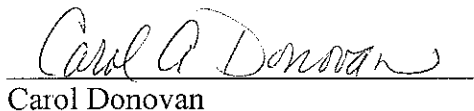
For the City,

  
John Dunlap

  
Evelyn Friedman

  
Jordan Ablon

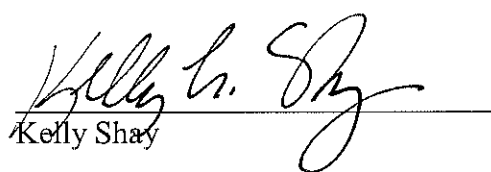
  
Mary Flaherty

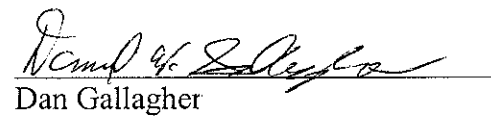
  
Carol Donovan

For the Union,

  
Sue Chase

  
Filaine Deronnette

  
Kelly Shay

  
Dan Gallagher

Dated: March \_\_\_\_, 2009.