

CITY OF BOSTON

AND

SERVICE EMPLOYEES' INTERNATIONAL UNION, LOCAL 888

ELDERLY COMMISSION

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, Elderly Commission (the "Union"). This Memorandum of Agreement supplements and amends the parties' 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 agreements.

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 Unions 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 Unions being separated from employment.

II Wage Delay

Article 20 "COMPENSATION," shall be amended as follows:

The effective date of the 2.5% general wage increase shall be changed from the first pay period in 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 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. 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 if the Union reasonably believes that the City's financial circumstances have changed since the date of this Agreement.

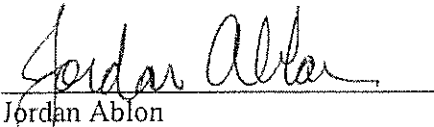
The provisions of this paragraph shall expire on September 30, 2010.

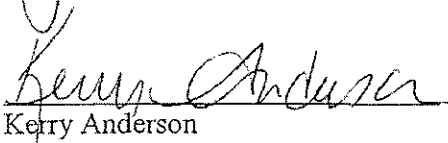
V. Ratification

This Agreement shall become effective only upon both the ratification of a separate Agreement between SEIU, Local 888 Citywide Clerks & Techs and the City of Boston and by a subsequent ratification of this Agreement between SEIU Local 888 Elderly and the City of Boston. In the event that SEIU Local 888 Citywide Clerks and Techs votes not to ratify its Agreement with the City, this Agreement between SEIU Local 888 Elderly Commission and the City shall be deemed null and void and SEIU Elderly will not hold a ratification vote but may schedule further negotiation meetings to discuss budget reductions.

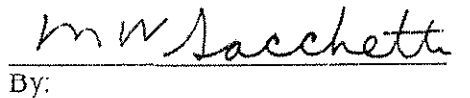
For the City,

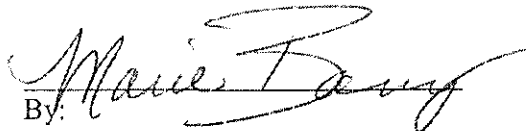

John Dunlap


Jordan Ablon


Kerry Anderson

For the Union,


By:


By:

 3/12/09
By:

 3/12/09
By:

Dated: March 12, 2009.