

CITY OF BOSTON

AND

SALARIED EMPLOYEES OF NORTH AMERICA,  
LOCAL 9158

This Memorandum of Agreement ("the Agreement") is made pursuant to Chapter 150E between the City of Boston ("the City") and the Salaried Employees of North America, Local 9158 ("the Union"). This Memorandum of Agreement supplements and amends the Collective Bargaining Agreement effective July 1, 2007 through September 30, 2010. This Memorandum of Agreement is subject to ratification by the Union's members and review by the Union's attorney.

I No Layoffs

Except as modified in the following paragraph, beginning with the date of the ratification of this agreement and ending on June 30, 2010, the City shall not separate an employee in the Union, except as provided for in this agreement, 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 9 "DISCIPLINE AND DISCHARGE" of the parties' collective bargaining agreement. Nothing in this agreement shall be construed as the Union waiving any rights that exist under 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 twelve (12) positions: one (1) Unit Manager, BCYF; one (1) Administrative Service Manager, BCYF; one (1) Senior Data Processing System Analyst, Graphic Arts; one (1) Senior Research Analyst, Graphic Arts; and eight (8) Assistant Coordinators in BCYF.

The parties acknowledge that these layoffs may engage a "bumping," process, provided for under M G L c 31 ("Civil Service") and in the parties' collective bargaining agreement. This process could impact incumbent members of the Union and may result in a member being placed in a lower classified position. The parties agree that between the date of ratification of this agreement and June 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 exercises "bumping rights," then a member of the bargaining unit who cannot otherwise exercise bumping rights may be separated from employment on a one-for-one basis. For example, if an Assistant Coordinator in BCYF is able to exercise bumping rights, this may result

in the separation of employment of another member of the bargaining unit if there is no available position into which that member can bump.

## **II Timeline of Elimination of Positions**

Effective July 1, 2009 the following positions will be eliminated: one (1) Unit Manager, BCYF; one (1) Administrative Service Manager, BCYF; one (1) Senior Data Processing System Analyst, Graphic Arts; three (3) of the eight (8) Assistant Coordinators in BCYF. The City will authorize BCYF to fill the one (1) currently vacant Executive Assistant - Recreation (SE2 MM-06) on or before July 1, 2009. The City will fund two (2) additional Program Supervisors (SE2-MM-04) effective July 1, 2009. The City will restrict the applicant pool for these three (3) positions to incumbent SENA members who are employed at BCYF.

Effective January 1, 2010, one (1) Senior Research Analyst, Graphic Arts and the remaining five (5) Assistant Coordinators in BCYF will be eliminated.

## **III Wage Delay**

Article 24 "COMPENSATION"; Section 1 shall be amended as follows:

The effective date of the 2.5% general wage increase shall be changed from July 4, 2009 to a new effective date of June 30, 2010.

Consistent with the parties existing agreement the one half of a percent (0.5%) increase shall still go into effect on July 3, 2010 and the collective bargaining agreement shall end on September 30, 2010.

## **IV 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.

V 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 June 30, 2010. The Union may engage this re-opener for either of the following two reasons:

1. The Union reasonably believes that considering all factors, the City has treated other city wide union(s) more favorably during FY2010
2. The Union reasonably believes that the City's financial circumstances have changed since the date of this Agreement

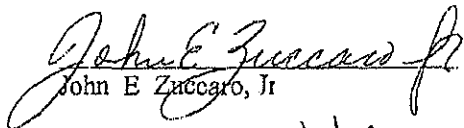
The provisions of this paragraph shall expire on June 30, 2010

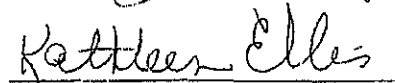
For the City,

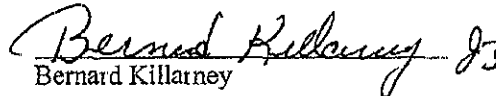
  
John Dunlap

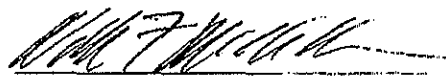
  
Maria Marotta

For the Union,


  
John E. Zuccaro, Jr.

  
Kathleen Ellis

  
Bernard Killarney

  
William F. McClellan

  
Roger W. Thompson III

  
Albert Polk

Dated: 3/20/09