



Sean R. Fitzgerald  
Town Administrator

# Town of Swampscott

Office of the  
Town Administrator  
Elihu Thomson Administrative Building  
22 Monument Avenue  
Swampscott, MA 01907



Tel: (781) 596-8850  
Email: [sfitzgerald@swampscottma.gov](mailto:sfitzgerald@swampscottma.gov)

**MEMORANDUM OF AGREEMENT BETWEEN  
THE TOWN OF SWAMPSCOTT  
AND THE  
SWAMPSCOTT FIREFIGHTERS UNION, LOCAL #1459,  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO**

WHEREAS, the Town of Swampscott and the Swampscott Fire Fighters Union, International Association of Fire Fighters, AFL-CIO, jointly seek increase diversity and inclusivity within the Swampscott Fire Department; and

WHEREAS, the parties agree that withdrawal from Civil Service will provide the Town with greater flexibility in the appointment process and strengthens the ability to increase Department diversity and inclusivity;

NOW, THEREFORE, the Town of Swampscott (hereinafter the "Town") and the Swampscott Firefighters Union, Local #1459, International Association of Fire Fighters ("IAFF"), AFL-CIO (hereinafter the "Union") hereby agree to amend the collective bargaining agreement (covering the period of July 1, 2018 through June 30, 2021) as follows, subject to ratification by both parties and funding by Town Meeting:

**1. DURATION OF AGREEMENT:**

Extend the current collective bargaining agreement by one year. The new expiration date of the collective bargaining agreement is June 30, 2022.

**2. ARTICLE VIII – RIGHT OF THE TOWN:** Effective July 1, 2021

Add new paragraph as follows:

Except for safety manning levels per apparatus, the Fire Chief reserves the right to deviate from any of the manning and staffing levels set forth in Article XIII at his/her discretion based upon the public safety needs of the town and the Department. The safety and wellbeing of the firefighters and the Town's citizens should be of paramount importance for the Fire Chief in making such determinations. If the Union disagrees with the way the Chief is exercising his/her rights under this Article at any time, the parties agree to reopen this contract to discuss and re-negotiate the provisions of this Paragraph.

**3. ARTICLE XXVI – GENERAL PROVISIONS:** Effective July 1, 2021

Add the following language:

Physical Abilities Testing (“PAT”): Swampscott Fire Department has always dedicated itself to the capability of providing the best possible care and public safety to both the citizens of Swampscott and also to every firefighting brother and sister who share this responsibility. All participating members shall be subject to voluntary annual physical abilities testing according to the following terms.

- As voluntary participants of this annual PAT standard, members will not be compensated for their time while testing.
- Department members who annually volunteer to partake and complete the PAT within the categorized parameters (as specified) shall receive an accreditation stipend of \$250 each year, given the Department maintains the accreditation.
- Testing shall be supervised by either the Training Officer or Captain/Lieutenant running on the shift on that given day.
- All testing shall be administered prior to May 31<sup>st</sup>

**3. REMOVAL FROM CIVIL SERVICE:**

~~The Town is no longer part of Civil Service. Amend the collective bargaining agreement, including Articles VII, XI, XXIV, XXXIV, and XXXV, by removing all references to Civil Service. The removal of Civil Service is contingent upon a vote of the Town Meeting and Legislative action. The Town and Union shall continue to negotiate to create and adopt replacement language or modification language for the following: hiring; department promotions; discipline procedures; seniority and severance of service and any other relative language for those employees to be hired or promoted if and/or when the Town replaces Civil Service by a vote of Town Meeting and /or Legislative action. All replacement language shall be in place prior to July 1, 2021.~~

The Town shall provide each member of the Union with the following one-time bonuses, on the specified dates:

- July 1, 2021: \$2,500
- July 1, 2022: \$2,500

**4. ARTICLE XXV – JOB CLASSIFICATION AND PAY SCALES**

Add the following language:

FY22: Effective July 1, 2021 – wages increased by 3% (1.5% for COLA; and 1.5% salary adjustment for leaving Civil Service.)

The \$2,500 shall be paid to all current members if the Department. If any current member voluntarily separates from Fire Department service prior to July 1<sup>st</sup>, 2022 they shall still be entitled to their payment of \$2,500 if they left employment in good standing.

All of the changes in this Memorandum of Agreement will be effective ~~immediately~~ unless otherwise stated July 1, 2021

FOR SWAMPSCOTT  
FIREFIGHTERS UNION,  
LOCAL #1459, IAFF:

FOR THE TOWN OF SWAMPSCOTT:



Patty Titcomb.



J. Neal Poffy



Dated: 3/24/21

Dated: 12/28/20