



Town of Swampscott

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



Sean R. Fitzgerald
Town Administrator

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

MEMORANDUM OF AGREEMENT BETWEEN THE TOWN OF SWAMPSCOTT AND THE MASSACHUSETTS COALITION OF POLICE, LOCAL # 417

WHEREAS, the Town of Swampscott (hereinafter the "Town") and the Massachusetts Coalition of Police, Local 417, (hereinafter the "Union") jointly seek to increase diversity and inclusivity within the Swampscott Police Department; and

WHEREAS, the Town and the Union 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; and

WHEREAS, the Town and the Union are parties to a collective bargaining agreement effective July 1, 2018 through June 30, 2021 (hereinafter the "Agreement");

NOW, THEREFORE, the Town and the Union hereby agree to a successor collective bargaining agreement (covering the period of July 1, 2021 through June 30, 2022) which includes all the terms of the Agreement except as modified as follows:

1. ARTICLE XXXVIII – DURATION OF AGREEMENT:

The duration of the successor collective bargaining agreement shall be July 1, 2021 to June 30, 2022.

2. ARTICLE IV – MANAGEMENT RIGHTS:

Add new paragraph as follow:

The Police Chief reserves the right to adjust staffing and manning levels at his/her discretion based upon the public safety needs of the Town and the Department. The safety and wellbeing of the police officers and the Town's citizens shall be of paramount importance for the Police Chief in making such determinations. If the Union disagrees with the way the Police 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 XII – PERSONNEL TRAINING AND COMPENSATION:

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Amend language pertaining to non-Quinn education incentive by increasing the incentive as follows:

July 1, 2021	Associate's degree	increase from \$2,500 to \$2,750
	Bachelor's degree	increase from \$5,500 to \$5,750
	Master's degree	increase from \$6,500 to \$6,750

4. REMOVAL FROM CIVIL SERVICE:

The removal of Civil Service is dependent upon a vote of the Town Meeting and Massachusetts legislative approval. The parties agree to negotiate language (including, but not limited to Articles VI and XXV) for leaving Civil Service if the vote of the Town Meeting is to revoke Civil Service. This negotiation shall commence following the Town Meeting vote and conclude before final legislative action so that standards and procedures can be in place should there be a change in the law regarding Civil Service coverage for Swampscott police officers. While legislative action is pending, the Town will continue to follow Civil Service law, including its promotional process.

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

The \$2,500 payments shall be paid to all current members of the Department as of the execution of this Memorandum of Agreement. If any current member voluntarily separates from the Police Department service prior to June 30, 2022, the member shall still be entitled to the \$2,500 payments if they left employment in good standing.

4. ARTICLE VIII – WAGES

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).

This Memorandum of Agreement is subject to ratification by both parties and funding by Town Meeting.

FOR MCOP. LOCAL 417:

K. T. De
W. H. De
J. De
J. De

Dated: 1/4/20

FOR THE TOWN OF SWAMPSCOTT:

P. De
Patty Titcomb.
W. De
J. Neal Puff
De

Dated: 12/28/20