

TOWN OF SWAMPSCOTT/FIRE

For Settlement Purposes Only

MEMORANDUM OF AGREEMENT (MOA)

11/14/22 (Friendly Amendments Made 11/18/22)

THREE-YEAR CONTRACT (FY23-FY25)

1. Wage Increase:
 - 2.75% Effective July 1, 2022 (FY 23)
 - 2.50% Effective July 1, 2023 (FY 24)
 - 2.50% Effective July 1, 2024 (FY 25)

2. Abolish the positions of Department Clerk and Back-Up Clerk and replace with a civilian, non-union Administrative Assistant to the Fire Chief. (This is a proposal to professionalize the administrative functions of the fire department by eliminating both the Clerk and Assistant Clerk positions and replacing them with a full-time Administrative Assistant to the Chief. With the Fire Department budget near 4 million dollars and ever-increasing complexities in contractual benefits and labor laws, the time has come for the functions outlined herein to be handled by a professional with the skills, experience and discretion required to assist the Chief in seeing to the effective and efficient running of the department.)

3. Hiring/Promotion Policies:
 - a. Change Age Cap – The Maximum age for hiring will be age 35 at the time the examination is taken unless otherwise agreed to by the Town and the Union under unique or exceptional circumstances;
 - b. Additional Consideration for Veteran Status;
 - c. Additional Consideration if Spouse of Professional FF/Police Officer Killed in the Line of Duty.

4. Withdraw all pending matters on staffing and hiring, including, but not limited to, Staffing ULP (MUP-21-8422) and Hiring ULP (MUP-22-9258) with prejudice and Winter Staffing Grievances (GO-18-2020 (12/22/20) and GO 01-2022 (3/4/22)) and arbitration (as AAA Case No. 01-21-0004-7550) with prejudice. The parties also agree to amend the parties' collective bargaining agreement to add the following sentence to the end of Article XIII, Section 5: "The Fire Chief agrees to provide a written and quantitative analysis to the Union at least 14 calendar days prior to any change showing why he has determined that a budget shortfall either exists or can be reasonably projected."

5. The Town will provide all bargaining unit members employed between March 17, 2020 and November 9, 2022, a one-time payment of \$4500 not to be included in the base wage in recognition of and in consideration for the Fire Fighters extraordinary service to the citizens of Swampscott during the complexities of the pandemic, all of the provisions set forth in this Agreement, and to settle the overtime staffing cases and additional ULP complaints referenced in Section 4 of this MOA.

6. For the work serving as *Deputy Health Agents*, during the Pandemic, the Town will provide all Bargaining unit members, employed between March 17, 2020 and November 9, 2022, an additional \$500, one time stipend, in recognition of their extraordinary service to the citizens of Swampscott.

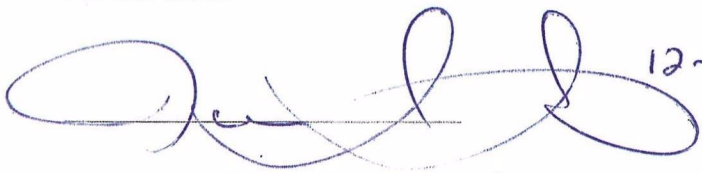
7. Effective January 2023, the Town will provide an annual *Hazardous Materials Stipend* of \$1,000. Effective January, 2024, this stipend will be increased by \$500. This benefit will be earned and paid in January of each year to any bargaining unit member employed as of January 1st of that given year.

8. Effective July 1, 2022, Juneteenth will be recognized as a paid holiday for all bargaining unit members.

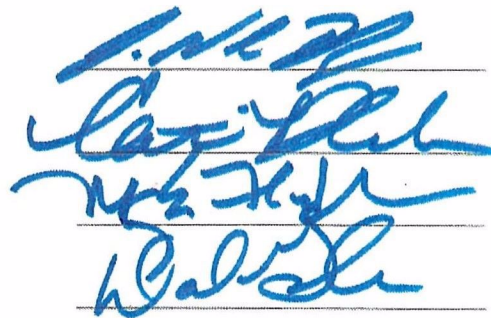
The above terms of the MOA are subject to ratification by both parties and the first-year cost items will be subject to funding by Town Meeting.

SUBJECT TO RATIFICATION BY BOTH PARTIES

For the Union


12-1-22
Michael P. Lujan

For the Town


Walsh