

Exhibit 1

SECTION 21 BARGAINING LEAVE

21-1 Employees may choose an Executive Board composed of not more than five (5) members of the bargaining unit to bargain for wages and fringe benefits. The Department shall provide a qualified replacement for any member of this Board not to exceed three (3) members when, during said members normally assigned shift, his presence is required to report to a location remote from his normally assigned workplace for the purpose of negotiating sessions with the Chief and/or the Town as well as for conferences with the Association membership when said conferences are for the purpose of explaining or ratifying this agreement. This leave shall be reported as "bargaining leave".

21-2 Members of the Fire Department covered by this Agreement who are members of the Union's Executive Board, not to exceed three (3) members at any one time, shall be allowed reasonable time off to attend meetings with the Rhode Island State Fire Fighters Association and State and National Conventions of the International Association of Fire Fighters without loss of pay and without the requirements to make up such time.

21-3 In addition to the foregoing, employees who are members of the Union's Executive Board, not to exceed three (3) members, shall be allowed reasonable time off without loss of pay and without the requirements to make up time for bargaining unit business in connection with conferences with its' attorney or Union representative regarding contract negotiation matters and/or arbitration matters concerning the Collective Bargaining Agreement and similar time off for conferences relative to bargaining unit grievances and grievance arbitration and attendance to such grievance arbitration hearings.

SECTION 22 INJURED ON DUTY LEAVE

22-1 Any full-time employee who sustains an injury and/or who contracts an illness in the line of duty shall receive such benefits as are provided by the statutes of the State of Rhode Island for the illness or injury or until such time that a disability retirement settlement is agreed upon. Any reimbursement from insurance carriers provided by the Town shall be submitted to the Town. This leave shall be reported as "Injured on Duty Leave".

Any employee who sustains an injury and/or contracts an illness in the line of duty shall have the right to see a specialist of his/her choice from the staff at a hospital for initial treatment and/or treatment at the selected physician's office chosen by the employee.

Any employee who remains away from duty for a period of sixty (60) days due to injury or illness shall be evaluated by the Town physician to determine an ability to return to duty.

Such examination shall evaluate whether or not the employee has reached maximum medical improvement. If this degree of improvement has not been reached the employee shall be granted an additional six (6) month recovery period. Such additional time periods shall be granted a maximum of eighteen (18) months consecutive months.


If the findings of the Town's physician's evaluation determine that the employee has reached maximum medical improvement, then the member shall be allowed to submit the findings of his/her treating physician for agreement or disagreement. If these two physician's disagree on the level of improvement, these two physicians' shall agree on a third physician (Neutral), whose area of specialty is consistent with the injury or illness to make a final determination, which shall be final and binding. The

Exhibit 2

*Town of East Greenwich
Town Manager's Office*

MEMO

TO: William Perry, President, EGFA, Local 3328, IAFF, AFL-CIO
David Imbriglio, President, IBPO, Local 472
Elaine Vespia, Vice President NEARI
Kevin Savastano, President, Local 1322

FROM: Gayle Corrigan, Town Manager 
Town of East Greenwich, Rhode Island

CC: David M. D'Agostino, Esq.
Timothy C. Cavazza, Esq.

DATE: January 8, 2018

SUBJECT: Compensating employees for services performed on behalf of unions

Dear Union Presidents:

Please be aware that, effective December 31, 2017, the Town of East Greenwich, Rhode Island will no longer compensate employees for services performed on behalf of a labor organization. The reason for this is simple: it is unlawful.

Pursuant to R.I. Gen. Laws § 28-7-13(3)(iii), it is unlawful for the Town "to contribute financial or other support to any [labor] organization, by any means, including, but not limited to, the following: . . . By compensating any employee or individual for services performed in behalf of any employee organization or association, agency or plan, or by donating free services, equipment, materials, office or meeting space, or any thing else of value for the use of any employee organization or association, agency, or plan[.]"


Please be aware that employees may still be permitted to confer with the Town during working hours without loss of time or pay, to the extent such conferences are authorized and taken pursuant to Town Policy and/or a valid collective bargaining agreement and to the extent such conferences are otherwise compliant with R.I. Gen. Laws § 28-7-13(3)(iii).

Exhibit 3

*Town of East Greenwich
Town Manager's Office*

TO: William Perry, East Greenwich Fire Fighters Association, IAFF AFL-CIO,
Local 3328, President

FROM: Gayle Corrigan, Town Manager

CC: Interim Fire Chief Robinson
Elizabeth Wiens, Esq. 

DATE: February 7, 2018

SUBJECT: Grievance 2018-1: Step 2 Grievance Decision

On February 1, 2018, the Town met with the Local representatives of the East Greenwich Fire Fighters Association, IAFF AFL-CIO, Local 3328 and its attorney in an attempt to resolve the above-referenced grievance. The Town answers the grievance as follows:

1. The Union's grievance, signed on January 16, 2018, states that "the Town issued a memo from the Town Manager on January 8, 2018 violating Section 21 of the Collective Bargaining Agreement." As a remedy, the Union asked the Town to, among other things, "immediately recognize the above-cited term and condition of employment, sections of the Collective Bargaining Agreement and the duly established past practices of the parties and immediately rescind the letter from January 8, 2018 from Town Manager Corrigan, and reimburse any and all members for time lost due to the letter."
2. The Town denies the grievance. The collective bargaining agreement provision at issue is unlawful and unenforceable as it requires the Town to compensate firefighters for services performed on behalf of a labor organization in violation of Section 28-7-13(3)(iii) of the Rhode Island General Laws. Therefore, there was no violation of an enforceable contract provision, and there was no violation of a binding past practice.
3. The Town maintains that the grievance is not arbitrable.