

**Memorandum of Agreement  
by and between  
East Greenwich Firefighters Association, Local 3328, IAFF  
and  
The Town of East Greenwich**

NOW THEREFORE, in consideration of the mutual promises contained herein, it is AGREED by the East Greenwich Firefighters Association, Local 3328, IAFF (hereinafter “the Union”) and the Town of East Greenwich (hereinafter “the Town”) when together the Union and the Town (hereinafter “the Parties”) as follows:

1. Whereas, the Union and the Town are parties to a Collective Bargaining Agreement (“CBA”) dated July 1, 2016 – June 30, 2019, that provides, *inter alia*, for resolution of disputes through the process of arbitration, the method of which is administered by the American Arbitration Association (“AAA”);
2. Whereas the Union and the Town recognize that AAA has a disputed matter before them: Case No.: 01-18-0002-0373;
3. Whereas the Union and the Town seek to resolve this matter in a manner that is mutually acceptable to each party, including the Grievant in the matter, William Marsh (“Grievant”);
4. Commensurate with this mutual agreement, the Parties have agreed as follows:
  - a. The letter of discipline (30-day suspension) issued on or about March 19, 2018 to Grievant shall remain in his personnel file until January 1, 2021, after which time it shall be removed and all reference to the discipline shall be expunged from Grievant’s personnel file.
  - b. The Union shall pay for any and all cancellation fee(s) related to the pending Arbitration case set forth in paragraph 2, which is scheduled for hearing on Monday, August 27, 2018.

5. This Memorandum of Agreement shall become effective upon the approval and ratification of said Agreement by the Town and the Union.
6. This Agreement is the entire agreement of the parties and is not subject to any terms, conditions, statements or representations not expressly set forth herein.
7. This Agreement does not constitute practice or precedent between the parties and may not be used in any other dispute or forum except to enforce its terms or in defense of any criminal action.

WITNESS our hands on the day and year written below.

For the Town of East Greenwich

For the Union

\_\_\_\_\_  
By: Suzanne McGee Cienki  
Its: Town Council President

\_\_\_\_\_  
By: William Perry  
Its: President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
William Marsh, Firefighter/Grievant

Date: \_\_\_\_\_