TENTATIVE AGREEMENT BETWEEN RHODE ISLAND EMPLOYMENT SECURITY ALLIANCE, LOCAL 401, S.E.I.U., AFL/CIO-CIC AND STATE OF RHODE ISLAND

Rhode Island Employment Security Alliance, Local 401, S.E.I.U., AFL/CIO-CIC (the “Union”) and the State of Rhode Island (“State”) tentatively agree to the following changes to the Collective Bargaining Agreement:

**Article 2.2 – Non Discrimination Clause**

Add: All references to employees in this agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

**Article 3 – Union Security and Dues Deduction**

Amend Article 3.1 to read as follows: “The State Controller shall deduct Union dues from the wages of all Union members within the bargaining unit, and service charges from all non-members, excluding summer employees and emergency employees for less than sixty (60) days.”

**Article 11 – Seniority**

Add: “The parties agree to make every effort to expedite the grievance and arbitration process in connection with disputes concerning layoff, bumping and recall.”

Add: “The least senior employee in a class selected for layoff will be identified for layoff.”

Amend second sentence of Section 11.8 as follows: In the event of lay off, employees shall be laid off in the following order according to seniority (defined above) within the classification identified for layoff:

1. Those with temporary status
2. Those with provisional status
3. Those with probationary status
4. Those with permanent status
5. Ten (10) Stewards who are employees with a minimum of four (4) years department service
6. Eleven (11) Executive Board Members
7. Secretary
8. Vice President
9. Treasurer
9. President

**Article 24 – Disciplinary Action**

Amend Article 24.4 to read as follows: "An employee against whom a disciplinary action, except for an Oral or Written Reprimand, has been taken may appeal the decision and proceed within two (2) weeks to Article 25.2, Step 2 of the grievance procedure and then to arbitration.

Memorandum of Agreement

Within sixty (60) days of the execution of this agreement, the parties will meet to further discuss the "Division / Unit" issue in an effort to reach agreement on its application to layoffs, vacation, and overtime. If no such agreement is reached, the parties will be left with whatever rights they had prior to negotiations.

FOR THE UNION

FOR THE STATE

Chuck Mately  
President, Local 401  

Lisa S. Holley  
2-5-15