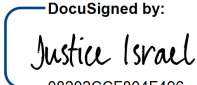
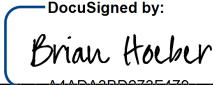


### TENTATIVE AGREEMENT

On August 23, 2022, the State Bar and SEIU Local 1000 reached a tentative agreement on the proposal below. Per the Ground Rules, all tentative agreements are subject to an overall agreement and an overall agreement is subject to approval by the Board of Trustees and the membership of the Union.

**Tentative Agreement:**

For the State Bar:	<small>DocuSigned by:</small>  <small>08202CCF804F406...</small> _____ Justice Israel	Date: <u>8/23/2022</u>
For the Union:	<small>DocuSigned by:</small>  <small>A4ADA3BD273F479...</small> _____ Brian Hoeber	Date: <u>8/23/2022</u>

August 22, 2022  
 State Bar #3  
 Section 7 - Union Business  
 Appendix K (GU)  
 Appendix J (AU)  
 Time:

Key:  
**bold, double underline** = new language      *italics* = moved existing language  
~~struck out~~ = removed language      ~~struck out, italics~~ = existing language prior section

**SECTION 7. UNION BUSINESS (GU)**

- A. The Union may appoint Union Stewards. An Employee shall be eligible for appointment to Steward only after completion of their initial probationary period.
- B. The Union shall, immediately upon the appointment of Union Stewards, transmit a list of the names of said Union Stewards to the State Bar. It shall be the further duty of the Union to immediately inform the State Bar in writing of any changes in the status of the Union Stewards.
- C. The Union agrees to make a good faith effort to conduct Union business outside of working hours.

D. If it is necessary for a Union Steward to discuss a grievance with an Employee or with an appropriate representative of State Bar management or represent an Employee in a grievance hearing during normal State Bar working hours, they shall be allowed a reasonable amount of time to do so, but only with the prior approval of their immediate supervisor or manager. Whenever practicable, such approval shall be obtained at least twenty-four (24) hours in advance.

E. If it is necessary for an Employee to discuss a grievance with a Union Steward during working hours, they shall be allowed a reasonable amount of time to do so but only with the prior approval of their immediate supervisor or manager. Whenever practicable, such approval shall be obtained at least twenty-four (24) hours in advance.

F. A business agent for the Union, upon first speaking to the Chief Administrative Officer or designee, and obtaining approval, may confer with the Union Stewards during working hours relative to the Employees and the State Bar, so long as it does not interfere with the normal operation of the State Bar's business. Whenever practicable, such approval shall be obtained at least twenty-four (24) hours in advance.

G. The prior approval of a manager or supervisor or of the Chief Administrative Officer or designee shall not be unreasonably withheld provided that the conducting of Union business within the limits set forth above does not interfere with the normal operations of the State Bar.

H. The State Bar shall make available space on designated bulletin boards for the use of the Union.

**I. Union leave time shall be governed by a side agreement entered into between the State Bar and the Union on June 25, 2021, attached as Appendix K and incorporated herein by reference.**

## **SECTION 7. UNION BUSINESS (AU)**

- I. The Union may appoint Union Stewards. An Employee shall be eligible for appointment to Steward only after completion of their initial probationary period.
- J. The Union shall, immediately upon the appointment of Union Stewards, transmit a list of the names of said Union Stewards to the State Bar. It shall be the further duty of the Union to immediately inform the State Bar in writing of any changes in the status of the Union Stewards.
- K. The Union agrees to make a good faith effort to conduct Union business outside of working hours.
- L. If it is necessary for a Union Steward to discuss a grievance with an Employee or with an appropriate representative of State Bar management or represent an Employee in a grievance hearing during normal State Bar working hours, they shall be allowed a reasonable amount of time to do so, but only with the prior approval of their immediate supervisor or manager. Whenever practicable, such approval shall be obtained at least twenty-four (24) hours in advance.
- M. If it is necessary for an Employee to discuss a grievance with a Union Steward during working hours, they shall be allowed a reasonable amount of time to do so but only with the prior approval of their immediate supervisor or manager. Whenever practicable, such approval shall be obtained at least twenty-four (24) hours in advance.
- N. A business agent for the Union, upon first speaking to the Chief Administrative

Officer or designee, and obtaining approval, may confer with the Union Stewards during working hours relative to the Employees and the State Bar, so long as it does not interfere with the normal operation of the State Bar's business. Whenever practicable, such approval shall be obtained at least twenty-four (24) hours in advance.

O. The prior approval of a manager or supervisor or of the Chief Administrative Officer or designee shall not be unreasonably withheld provided that the conducting of Union business within the limits set forth above does not interfere with the normal operations of the State Bar.

P. The State Bar shall make available space on designated bulletin boards for the use of the Union.

**I. Union leave time shall be governed by a side agreement entered into between the State Bar and the Union on June 25, 2021, attached as Appendix J and incorporated herein by reference.**

#### **GENERAL UNIT APPENDIX K / ATTORNEY UNIT APPENDIX J**

##### **Union Leave**

- A. "Union Leave" is defined as leave granted to employees at the request of the Union for leaders and stewards to attend to union business, for which the Union will reimburse the State Bar for the cost of salary and benefits. Stewards acting on representational matters, bargaining team members acting on bargaining-related matters, or other union leaders attending meetings with management for the purpose of bargaining, representation, or labor relations matters, shall be provided paid release time and not be subject to reimbursable Union Leave.
- B. Notwithstanding Section A, the number of people participating in bargaining activities who are eligible for paid release time at any one time shall be limited to ten (10) employees, with any additional employees participating in bargaining activities subject to reimbursable Union Leave. If the number of people participating in bargaining activities exceeds ten employees at any one time, the employee or employees considered to be on Union Leave shall be those closest to the median salary of all employees participating in bargaining activities.
- C. Union Leave may be granted on a full-time, part-time, periodic, or intermittent basis.
- D. The State Bar shall grant reasonable requests for Union Leave. Generally, requests should follow the following procedures:

1. Union Leave shall normally be requested on a mutually agreed upon Request for Union Leave form at least fourteen (14) calendar days prior to the start date of the leave.
2. The Request for Union Leave form shall be signed by either the President of SEIU Local 1000 or the Union business agent or counsel.
3. Requests for Union Leave shall be submitted to the State Bar's Chief Administrative Officer.
4. The approval or denial of Union Leave shall be conveyed in writing to the Union within five (5) business days of the request and, if denied, will include an explanation for the denial.
5. Approved Union Leave shall assure an employee the right of reinstatement to their former position upon termination of the leave, or, if not feasible, to a substantially similar position.
6. The Union shall reimburse the State Bar for the full amount of the affected employee's salary, plus an additional amount equal to thirty-five percent (35%) of the affected employee's salary, for all the time the employee is on Union Leave, within sixty (60) days of billing. Disputes regarding reimbursement shall be resolved through the arbitration process.
7. The affected employee shall have no right to return from Union Leave earlier than the agreed upon date without the approval of the State Bar.
8. Except for compelling operational reasons or layoff situations, Union Leave shall not be terminated by the State Bar prior to the expiration date.
9. Employees on Union Leave shall suffer no loss of compensation or benefits.
10. Employees on Union Leave and the Union shall waive any and all claims against the State Bar for workers' compensation, Industrial Disability Leave, or any form of disability leave related to an industrial injury.
11. In the event an employee on Union Leave files a workers' compensation claim or any type of disability claim against the State Bar for an injury or injuries sustained while on Union Leave, the Union agrees to indemnify and hold harmless the State Bar from both a) workers' compensation liability or other type of disability-related liability, and b) any costs of legal defense incurred as a result of the filing of the claim.

