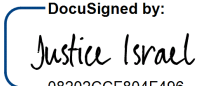


TENTATIVE AGREEMENT

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: Justice Israel 08202CCF804F406...</small>	Date: <u>8/23/2022</u>

	Justice Israel	
For the Union:	 <small>DocuSigned by: Brian Hoerber A4ADA3BD273F479...</small>	Date: <u>8/23/2022</u>

	Brian Hoerber	

August 23, 2022
State Bar Counter to Union Counter to SB4
Section 10 - Evaluations
Time:

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

SECTION 10. EVALUATIONS

A. The performance of all Employees shall be evaluated and a written report made upon completion of the probationary period or any extension thereof and once annually thereafter or more frequently in accordance with a fixed, written schedule adopted by the Employee’s Office Director, distributed to Employees of that office and applied equally to each of that office’s Employees who are covered by this Memorandum of Understanding. The evaluation shall be on a standardized form provided by the State Bar and applied uniformly to Employees. A copy of each evaluation shall be provided to the affected Employee.

B. The contents of a performance evaluation shall not be subject to the grievance procedure. The overall performance rating, however, shall be subject to the grievance procedure, but only to the extent set forth in Section 22(K).

C. Performance Improvement Plans (PIP's) are not disciplinary in nature but are intended to aid the Employee in improving their performance. In the event that the Employee fails to successfully complete a PIP, discipline may follow.

C. If the written report of the annual evaluation described in Paragraph A above is not completed within 60 days of its annual due date, the overall rating shall be deemed to be "meets requirements" for the purposes of this Memorandum of Understanding. If the Employee has not been issued the performance evaluation within 60 days from the annual due date, the State Bar shall automatically implement the annual salary increase pursuant to section 22.D.3, retroactive to the Employee's anniversary date. The State Bar may issue a performance evaluation to an Employee who is on leave by sending the performance evaluation 1) to the Employee's State Bar email address. and 2) to the Employee's personal email address. If the Employee has no personal email address on file, the State Bar shall send a copy of the performance evaluation via certified mail with return receipt to the Employee's mailing address.

1. For an Employee on leave who receives notice of a performance evaluation via email or mail as set forth above, timelines governing the Employee's rights to contest take up any disagreement and/or file a complaint regarding the performance evaluation rating pursuant to the grievance procedure set forth in section 22.K shall be tolled while the Employee is on leave. (e.g., the Employee shall be permitted to submit a complaint regarding the performance evaluation under section 22.K.2 within 30 calendar days of returning to work).