

TENTATIVE AGREEMENT


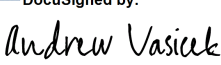
On September 15, 2022, the State Bar and SEIU Local 1000 reached a tentative agreement on the proposal below. Per the Ground Rules, all tentative agreements are subject to an overall agreement and an overall agreement is subject to approval by the Board of Trustees and the membership of the Union.

**Tentative Agreement:**

For the State Bar:

<small>DocuSigned by:</small>  <small>08202CCE804E496...</small>	9/15/2022
Justice Israel	Date

For the Union:

<small>DocuSigned by:</small>  <small>A4ADA3BD273E479...</small>	9/15/2022
Brian Hoerber	Date
<small>DocuSigned by:</small>  <small>B8D3BB36FE754C5...</small>	9/16/2022
Andrew Vasicek	Date

September 15, 2022  
Union Counter to State Bar #13  
Section 18 – Employment Status  
Time:

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

## **SECTION 18. EMPLOYMENT STATUS**

A. For the purposes of this Memorandum of Understanding, an Employee's employment status shall be: regular full-time; regular part-time; or casual.

B. Regular full-time status designates an Employee who is employed on a continuous full-time basis, i.e., at least forty (40) hours per week for Employees in the General Unit.

C. Regular part-time status designates an Employee who is employed on a regular and continuous basis but whose actual work schedule is less than full-time.

The State Bar shall consider requests submitted by regular full-time Employees who have been employed for at least one year to convert to part-time work schedules of no less than twenty (20) hours per week under the following conditions:

1. Conversion to part-time status shall be approved only for compelling reasons such as family care, recovery from injury or illness, special advanced education in order to qualify for other State Bar positions, or for other urgent personal reasons.
2. At least one full-time Employee in each Group, collectively counting Employees in both bargaining units, shall be permitted to convert to a part-time work schedule at a time.
3. Conversion to part-time status shall in all instances be temporary and shall not exceed six months' duration. Extensions beyond six months may be considered in instances when no other full-time Employee within the relevant Group seeks conversion to a part-time schedule.
4. Wages paid to part-time Employees under this Section will be prorated to reflect the percentage that their part-time schedule is to a full-time work schedule. Part-time Employees under this Section shall be entitled to insurance benefits consistent with Section 34 of this Memorandum of Understanding.
5. Accumulation of and entitlement to other benefits shall be on a prorated basis.
6. The granting or denial of a regular full-time Employee's request to convert to a part-time work schedule under this Section, or to extend said schedule beyond six months, shall be within the sole discretion of the Employee's Office Director, and shall not be subject to the grievance procedure.

D. Casual status designates an employee who is employed on a temporary or intermittent basis. Such person may be employed for a specific period or may be employed intermittently, as their services are required.

E. Individuals employed on regular full-time or regular part-time status shall be terminable at will during their initial probationary period. Individuals employed on casual status shall be terminable at will by the State Bar. Any such terminations shall not be subject to the grievance procedure.

F. Except as otherwise provided in Subsection I **and Subsection K**, a casual employee shall be terminated from employment with the State Bar on or before the completion of 1,000 hours of employment over the term of this Memorandum of Understanding unless they have applied and have been selected for a position as a regular full-time or regular part-time Employee. This Subsection F shall not apply where the casual employee is employed to replace a regular full-time or regular part-time Employee who is on a leave of absence, or on part-time status under Subsection C, above.

G. It is the intent of the State Bar from time to time to hire law clerks. A law clerk shall be defined as an individual who, at the time of hire, is currently enrolled in a law school accredited by either the American Bar Association or the State Bar of California, or has graduated from such accredited law school but has not passed the bar exam. It is the intent of the State Bar, in hiring such law clerks, to provide them with an opportunity to gain practical knowledge and experience in the law while pursuing their legal education and/or seeking admission to the practice of law.

H. The parties hereby acknowledge and agree that notwithstanding any other provision of this Section and this Memorandum of Understanding, those individuals hired as law clerks shall not have permanent positions with the State Bar and their entitlement to benefits and terms of employment shall be governed exclusively by Subsections G, H and I.

I. During the first 1,000 hours of their employment, individuals employed as law clerks shall be terminable at will and shall not be entitled to any of the benefits provided to regular full-time or regular part-time Employees under this Memorandum of Understanding. If, in its sole discretion, the State Bar determines to retain a law clerk after the completion of 1,000 hours, the law clerk shall be converted to regular full-time or regular part-time status and shall immediately receive applicable relevant fringe benefits on a prospective basis. Upon conversion, the law clerk shall become entitled to the benefits conferred by this Memorandum of Understanding. In no event shall any law clerk be employed by the State Bar for a period in excess of thirty-six (36) months.

J. No vacant position covered by this Memorandum of Understanding shall be filled by agency temporary employees for more than ninety (90) days. In the event that the State Bar notifies the Union that it is actively recruiting for the position occupied by the agency temporary employee, this period shall be extended to one hundred and eighty (180) days. This

Subsection J shall not apply where the temporary agency employee is employed to replace a regular full-time or regular part-time Employee who is on a leave of absence. The State Bar shall continue to provide to the Union a weekly report identifying all temporary workers assigned to work at the State Bar. Such weekly reports shall contain position control numbers ("PCNs") whenever temporary workers are filling a vacant job position. No PCNs will be reported when temporary workers are assigned to special projects or perform overflow work.

**K. The State Bar may appoint up to 25 long-term casual employees at any given time for the purpose of working on special projects of limited duration and/or funding. Each long-term casual position will be subject to the following conditions:**

**1. Long-term casual appointments shall be made only to fill temporary staffing needs and shall be for a term not to exceed two years.**

**2. Upon appointment, long-term casual employees will be enrolled in the CalPERS pension plan and entitled to the following additional benefits in accordance with this MOU: health, dental, vision, life, and accidental death & dismemberment coverage; eligibility for voluntary benefit plans and enrollment in voluntary 457b retirement savings plan; vacation, sick, personal, holiday, jury duty, and bereavement leaves; FMLA/CFRA; and license/certification reimbursements.**

**3. No long-term casual employee will be eligible for or receive annual merit salary increases; performance evaluations; remote work or transit subsidies; or Paid Child Bonding Leave.**

**7. Each long-term casual employee shall be terminable at will by the State Bar. Termination of casual employment shall not be subject to the grievance process.**