

TENTATIVE AGREEMENT

On September 19, 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> <i>Justice Israel</i> <small>08202CCF804F490...</small>	9/19/2022
_____ Justice Israel	_____ Date

For the Union:

<small>DocuSigned by:</small> <i>Brian Hoerber</i> <small>A4ADA3DD273F479...</small>	9/20/2022
_____ Brian Hoerber	_____ Date
<small>DocuSigned by:</small> <i>Andrew Vasicek</i> <small>B8D3BB36FF754C5...</small>	9/20/2022
_____ Andrew Vasicek	_____ Date

September 19, 2022
State Bar #16
Section 22 – Wages and Classifications
Time:

<p><u>Key:</u> <u>bold, double underline</u> = new language <i>italics</i> = moved existing language struck out = removed language <i>struck out, italics</i> = existing language prior section</p>
--

SECTION 22. WAGES AND CLASSIFICATIONS

K. The performance rating given to an Employee may only be reviewed in accordance with the following procedure:

1. An Employee who disagrees with their overall performance rating on a performance evaluation shall initially take up such disagreement with their first level manager or designee in an attempt to settle the matter on an informal basis. An Employee's disagreement with a performance rating of "Meets Requirements" shall not proceed beyond this stage. **An Employee who wishes to seek further review of a performance rating of "Needs Improvement" shall file a written grievance (as set forth in Step I of Grievances Section 17.D.2.) under Step II of Grievances Section 17.D.3. and proceed under the provisions of Step II of Grievances Section 17.D.3.; provided, however, that if the performance evaluation was conducted by the Employee's Office Director, such grievances shall be filed directly in Step III of Grievances Section 17.D.4. In order to be valid, such grievance must be filed in the appropriate step within ~~twenty (20) working~~ **thirty (30) calendar** days of receipt by the Employee of the performance evaluation.**

2. ~~Step I~~ If the Employee's disagreement with an overall performance rating of "Needs Improvement" is not satisfactorily resolved through informal discussion, the Employee may file a complaint at Step I of this Subsection.

~~Such complaints shall be reduced to writing by the Employee and the Union and submitted to the Employee's first level manager or designee. Such written statement of disagreement shall contain the following:~~

- ~~a. A clear statement of the matter(s) contained in the performance rating with which the Employee disagrees;~~
- ~~b. The Employee's anniversary date;~~
- ~~c. The date of the Employee's receipt of the evaluation containing their performance rating;~~
- ~~d. The signature of the Employee;~~
- ~~e. The signature of the Union Steward.~~

~~In order to be valid, the Employee's written statement of disagreement with their performance rating at Step I must include the aforementioned information and must be submitted to the first level manager or designee and also shall be submitted to the Chief Administrative Officer or designee within thirty (30) calendar days of the date of the Employee's receipt of their performance rating.~~

~~The first level manager or designee, the Employee and the Union Steward will meet within seven (7) working days of such submission.~~

~~A written response will be made by the first level manager or designee within seven (7) working days of such meeting.~~

~~3. Step II If the Employee's disagreement with a performance rating of "Needs Improvement" is not satisfactorily settled at Step I and the Employee and the Union wish to proceed to Step II, a written request to proceed signed by the Employee and the Union Steward must be submitted to the Office Director involved or designee and also shall be submitted to the Chief Administrative Officer or designee within seven (7) working days after the Step I response is rendered.~~

~~The Office Director or designee, the Employee, and the Union Steward or Field Representative, will meet within seven (7) working days of such submission.~~

~~A written response will be made by the Office Director or designee within seven (7) working days of such meeting.~~

~~4. Step III If the Employee's disagreement with a performance rating of "Needs Improvement" is not satisfactorily settled at Step II, a request to proceed to Step III shall be reduced to writing, signed by the Employee involved and the Field Representative and submitted to the Chief Administrative Officer or designee within seven (7) working days after the Step II response is rendered.~~

~~The appropriate Office Director or designee, the Chief Administrative Officer or designee, the Employee and the Field Representative will meet within fifteen (15) working days of such submission.~~

~~A written response will be made by the appropriate Office Director or designee or Chief Administrative Officer or designee within ten (10) working days of such meeting.~~

2. Step IV - If the Employee's disagreement with a performance rating of "Needs Improvement" is not satisfactorily settled at Step III and the Employee and the Union wish to proceed to Step IV, the Employee and the Union may request review of the matter by an impartial arbitrator. Such written request shall be submitted, signed by the Employee and the Field Representative, to the Chief Administrative Officer or designee within ten (10) working days after the Step III written response is rendered.

3. The review of an Employee's performance rating by an impartial arbitrator pursuant to this Subsection shall proceed in the following manner:

a. Upon receipt of a written request for arbitration, the State Bar and the Union shall select a mutually agreeable, impartial arbitrator. In the event that the parties cannot agree on an impartial arbitrator within seven (7) working days after receipt of the written request for arbitration, either party may request the Federal Mediation and Conciliation Service to submit a list of nine (9) representative arbitrators. Each party may alternately scratch names from the list, the first scratch being selected by lot, and the person remaining after each party has scratched four (4) names shall be the arbitrator. It is the intent of the parties that the selection process shall be completed within thirty (30) calendar days of the receipt of the written request for arbitration.

b. The arbitrator shall hold a hearing in the manner provided by Code of Civil Procedure Sections 1282.2-1284. The arbitrator shall issue a written decision with findings of fact and conclusions of law.

c. The arbitrator's decision shall be final and binding upon the State Bar, the Union and the Employee.

d. The arbitrator shall have no power to add to, subtract from, or change any of the provisions of this Subsection or any other provision of the Memorandum of Understanding.

e. The fees and expenses incidental to the arbitration including the fees and expenses of the arbitrator and excluding attorneys' fees and costs shall be borne equally by the parties.

f. The arbitrator shall have the authority only to determine whether the State Bar has been arbitrary, capricious or discriminatory in its conduct of the Employee's performance evaluation.

g. The arbitrator shall have no power to independently evaluate an Employee's performance.

4. The review procedure set forth in this Subsection shall constitute the sole means by which an Employee may obtain review of their performance rating.

5. Any dispute regarding an Employee's performance rating shall be deemed abandoned unless initiated and appealed within the time limits specified in this Subsection. The time limits provided for in this Subsection may be extended or waived only by mutual agreement in writing between the State Bar and the Union.

L. Paydays shall be bi-weekly on alternating Fridays. If a payday falls on a **bank** holiday, the payday shall occur on the preceding workday.

M. Copies of written descriptions of the job classifications identified in Appendix B shall be made available to the Union and/or Employee upon request. Copies of new or modified job descriptions shall be forwarded to the Union and shall be provided to affected Employees.

N. The State Bar shall comply with all provisions of the Meyers-Milias-Brown Act regarding designation of Management and Confidential Employees.

O. An Employee who is appointed to temporarily fill a position with a higher salary range shall be paid a differential equal to the minimum salary in the salary range of that temporary position, or five percent (5%) in excess of their current State Bar salary, whichever is greater, during the period of time that they are temporarily filling such position provided that they are performing all of the major tasks and responsibilities of that temporary job classification. This Subsection shall not apply to an Employee who is appointed to temporarily fill a position with the same or lower salary range than their current position. No position covered by this Memorandum of Understanding shall remain unposted for more than sixty (60) days while filled on an acting basis. In no event shall the position continue to be filled on an acting basis for more than six (6) months.

P. Employees shall be eligible for a bilingual differential as follows:

Once an Employee has passed the certification requirements designated by Human Resources demonstrating ability in a language in addition to English, they will be placed on the State Bar's Bilingual List. Employees on this list will be eligible for rotational bilingual assignments. If an Employee has passed the verbal certification requirement, they will be eligible for a \$45 differential for each biweekly pay period they are approved to receive rotational bilingual assignments. If an Employee has passed the verbal and written certification requirements, they will be eligible for a \$90 differential for each biweekly pay period they are approved to receive rotational bilingual assignments. Employees receiving bilingual pay must perform translations or interpreting services upon the request of their managers. All Employees in the Public Service Representative classification will receive a \$90 differential for each biweekly pay period upon passing the verbal certification requirements. PSRs will not be eligible for any additional differential beyond the \$90 for passing the verbal exam.