

### TENTATIVE AGREEMENT

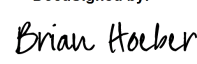
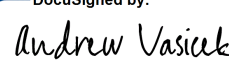
On November 14, 2022, the State Bar and SEIU Local 1000 reached a tentative agreement on the proposal below. Per the Ground Rules, all tentative agreements are subject to an overall agreement and an overall agreement is subject to approval by the Board of Trustees and the membership of the Union.

#### Tentative Agreement:

For the State Bar:

<small>DocuSigned by:</small>  <small>09202CCF904F406...</small>	11/15/2022
Justice Israel	Date

For the Union:

<small>DocuSigned by:</small>  <small>A4ADA3BD273F479...</small>	11/14/2022
Brian Hoerber	Date
<small>DocuSigned by:</small>  <small>B8D3BB36FE754C5</small>	11/15/2022
Andrew Vasicek	Date

November 10, 2022  
Union #19  
Section 17. GRIEVANCES (Both MOUs)  
Section 22. WAGES AND CLASSIFICATIONS (Both MOUs)  
Time:

#### SECTION 17. GRIEVANCES

D. If any Employee or group of Employees has a grievance concerning the interpretation, application or enforcement of the terms of this Memorandum of Understanding, said grievance shall be taken up in the following manner:

3. Step II - If the grievance is not satisfactorily resolved at Step I and the Employee(s) and the Union wish to proceed to Step II, a written request to proceed signed by the Employee(s) and the Union ~~Steward~~ **representative** shall 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(s), and the Union ~~Steward or Field r~~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 grievance is not satisfactorily settled at Step II and the Employee(s) and the Union wish to proceed to Step III, a request to proceed to Step III shall be reduced to writing, signed by the Employee(s) involved in the grievance ~~and/or~~ by the ~~Field Union r~~Representative, and be 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, Chief Administrative Officer or designee, the Employee(s) involved in the grievance and the ~~Field Union r~~Representative will meet within fifteen (15) working days of such submission.

5. Arbitration - If the grievance cannot be resolved at Step III, either the Employee(s) and the Union or the State Bar may make a written request for arbitration. Such written request signed by the Employee(s) ~~and/or the Field Union r~~Representative or the State Bar shall be submitted by the party requesting arbitration to the other party. A request by the Employee(s) and the Union shall be submitted to the Chief Administrative Officer or designee within ten (10) working days after the date of the Step III written response. 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.

## **SECTION 22. WAGES AND CLASSIFICATIONS**

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

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~~ rRepresentative, 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/or~~ the ~~Field Union r~~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 Union r~~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.

5. 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/or~~ ~~the Field Union r~~Representative, to the Chief Administrative Officer or designee within ten (10) working days after the Step III written response is rendered.