

TENTATIVE AGREEMENT


On November 28, 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>	11/30/2022
Justice Israel	Date

For the Union:

<small>DocuSigned by:</small>  <small>A4ADA3BD273F479...</small>	11/30/2022
Brian Hoerber	Date
<small>DocuSigned by:</small>  <small>B8D3BB36FF754C5...</small>	11/30/2022
Andrew Vasicek	Date

October 19, 2022
SB Counter to Union Counter of State Bar #7
Section 24 - Working Conditions (GU Only)
Time:

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

SECTION 24. WORKING CONDITIONS

- A. The State Bar shall comply with all applicable local, state and federal laws regarding the health and safety of Employees.
- B. The State Bar agrees that work assignments and the distribution of work insofar as

practical will not be made in an inequitable and unreasonable manner. The Union agrees that work assignments and the distribution of work are solely the State Bar's prerogative and not subject to the grievance procedure.

C. In the event that an Employee believes their work assignment(s) to be inequitable or unreasonable because access to the grievance procedure is not permitted under the MOU, the Employee may discuss the matter with their immediate supervisor or first level manager. If the concern has not been resolved in a timely manner and to the Employee's satisfaction, the matter may be raised with higher management including their Office Director or the Chief Administrative Officer. The Employee will have the right to Union representation during any of the above discussions. This procedure is intended to be informal. Therefore, there is no requirement to reduce complaints or responses to writing, and the Employee or the Employee's supervisor or first level manager may skip steps in the above procedure.

~~1. The State Bar and the Union shall create a joint Union General Bargaining Unit/State Bar Work Assignment's Task Force composed of eight (8) members. The State Bar shall appoint four (4) members and the Union shall appoint four (4) members. The goal of this Task Force will be to establish "yardsticks" to measure workloads/assignments. These yardsticks will consider both quantifiable measures such as the number of assigned cases or the number of unfilled positions in a work unit, as well as less measurable areas such as the difficulty of certain types of cases/assignments. It is the intention to develop a recognized maximum expectation for workloads/assignments to relieve Employees of concerns of unreasonable discipline or denial of time off. Yardsticks are not to be used as productivity measures.~~

D. The delivery of State Bar services in an efficient, effective and courteous manner is of importance to the State Bar and its Employees. Such achievement is recognized to be a mutual obligation of the Union and the State Bar within their respective roles and responsibilities.

E. Dress Code. The Union and the State Bar agree that dress worn to work shall not be indecent or unsafe and shall present a professional image consistent with Employees' work assignments.

1. At all times, Employees shall not wear to work any of the following: dress that reveals undergarments or is otherwise objectionable to the reasonable observer; flimsy shoes such as rubber flip flops, sneakers or tennis shoes, or other foot wear that creates safety risks; sweat clothes or gym wear, including sneakers or tennis shoes; overalls or utility pants designed for outdoor labor; or clothing that is soiled or has holes or rips. The prohibition on gym wear shall not apply for the period Employees are coming to or leaving a work station. Upon a first violation of these standards, Employees shall receive an oral counseling **verbal counseling** and may also be required to return home to change clothing with no loss of compensation. Subsequent to a first oral counseling **verbal counseling**, violations

may result in progressive discipline under Section 16 [Discipline].

2. Beyond the above, Employee dress shall present a professional image consistent with the Employee's work assignments. The State Bar's standard professional image is business casual dress (which excludes jeans, T-shirts and tennis shoes). The State Bar's professional image for court and other professional appearances is formal business attire, such as a dress suit or a suit and tie. Employee dress is a component of the Annual Performance Evaluation rating category "~~Professionalism/Presentation~~ Judgment" and is subject to evaluation consistent with the Employee annual performance evaluation process governed by Section 10 [Evaluations].

3. Every Friday, Employees shall be permitted to wear casual clothing, subject to the requirements of Subsection 23.E.1, above, when not engaged in work assignments that require formal business attire. Casual dress includes jeans that are neat, clean and otherwise consistent with Section 23.E, as well as sneakers or tennis shoes that are neat and clean.