

TENTATIVE AGREEMENT



On September 9, 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>08202CCF804F406...</small> Justice Israel	9/10/2022 Date
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For the Union:

<small>DocuSigned by:</small>  <small>A4ADA3BD273F478...</small> Brian Hoerber	9/10/2022 Date
<small>DocuSigned by:</small>  <small>B8D3BB36FE754C5</small> Andrew Vasicek	9/12/2022 Date

August 22, 2022
State Bar #5
Section 16 - Discipline
Time:

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

SECTION 16. DISCIPLINE

A. As used in this Memorandum of Understanding, "discipline" shall mean dismissal, involuntary demotion, suspension without pay or a written warning administered on a form

to be provided by the State Bar. **Verbal warnings and counseling are non-disciplinary, and thus, are not grievable.**

B. The State Bar adheres to the principle of progressive discipline. Normally, progressive discipline involves one or more **non-disciplinary** verbal warnings **or counseling**, one or more written warnings, one or more suspensions of increasing length, and then termination. However, deviations from the normal progression may occur if the conduct at issue is sufficiently serious to warrant that one or more of the progressive steps be skipped. In particularly serious matters, termination may occur in the first instance.

C. Each of the following constitutes independent cause for the discipline of an Employee who has completed their probationary period:

1. Fraud in securing employment;
2. Incompetence;
3. Failure to perform work in a prompt, courteous and efficient manner;
4. Inexcusable neglect of duty;
5. Insubordination;

6. Dishonesty;
7. Inability to perform duties due to use of alcohol on duty or being under the influence of alcohol on duty;
8. Use or possession of illegal narcotics or substances on duty or being under the influence of illegal narcotics or substances on duty;
9. Unexcused absence without leave;
10. Conviction of a felony or conviction of a misdemeanor involving moral turpitude (a plea or verdict of guilty, or a conviction following a plea of *nolo contendere*, to a charge of a felony or any offense involving moral turpitude constitutes a conviction within the meaning of this Section);
11. Imposition of attorney discipline by the California Supreme Court or the State Bar Court;
12. Inappropriate treatment of the public, members of the State Bar or other Employees;
13. Willful disobedience;
14. Misuse of State Bar property;
15. Violation of the provisions of this Memorandum of Understanding;
16. Refusal to take and subscribe any oath or affirmation, which is required by law in connection with State Bar employment;
17. Excessive absenteeism and tardiness;
18. Other just cause.

D. All State Bar Employees shall have the right to have a Union representative present at any and all meetings which are conducted for the purpose of investigating Employee misconduct and which the Employee reasonably believes may lead to possible disciplinary action against them.

E. Where the dismissal, involuntary demotion or suspension without pay of an Employee for a period of more than five (5) days is contemplated, written notice of the proposed action, the reasons therefore, a copy of the charges and a copy of the materials upon which the action is based shall be delivered to the Employee. The Employee shall be afforded the opportunity to respond, either orally or in writing, to the individual initially imposing the discipline prior to the effective date of imposing said discipline.

F. Where the suspension without pay of an Employee for a period of five (5) days or less is contemplated, such suspension may be immediately imposed. The Employee shall be provided with written notice of the action, the reasons therefore, a copy of the charges and a copy of the materials upon which the action is based and shall be afforded the opportunity to respond, either orally or in writing, to the individual imposing the suspension within a reasonable time after its imposition.

G. The Employee may have a representative present at the proceedings set forth in Subsections E and F.

H. In the case of an investigatory suspension with pay, the Employee shall be provided in advance with a written summary of the allegations or charges being investigated.

I. The State Bar shall provide the Union with a copy of all disciplinary notices unless the Employee who is the subject of a disciplinary notice objects in writing to the delivery of such notice to the Union. In the absence of a written objection by the subject Employee, the State Bar shall provide the Union with a copy of the disciplinary notice within one (1) working day.