

TENTATIVE AGREEMENT

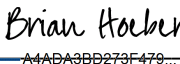

On September 19, 2022, the State Bar and SEIU Local 1000 reached a tentative agreement on the proposal below. Per the Ground Rules, all tentative agreements are subject to an overall agreement and an overall agreement is subject to approval by the Board of Trustees and the membership of the Union.

Tentative Agreement:

For the State Bar:

<small>DocuSigned by:</small>  <small>08202CCF804E496...</small>	9/19/2022
Justice Israel	Date

For the Union:

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

September 15, 2022

SB Counter to State Bar #14

Section 17 - Grievances

Time:

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

SECTION 17. GRIEVANCES

- A. The State Bar and the Union agree that prompt settlement of grievances is of mutual interest.

- B. Only matters involving interpretation, application, or enforcement of the terms of this Memorandum of Understanding shall constitute a grievance.

C. Both the State Bar and the Union pledge their continuing efforts to secure prompt disposition of all requests, complaints and grievances, and agree that most disputes can be and should be resolved in informal discussion prior to the filing of a formal grievance.

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:

1. The Employee(s) shall initially take up the dispute with the first level manager or designee in an attempt to settle the matter on an informal basis.
2. Step I - If the grievance cannot be resolved on an informal basis, the grievance shall be reduced to writing by the Employee(s) and the Union and submitted to the first level manager or designee involved and also shall be submitted to the Chief Administrative Officer or designee. Such written grievance shall contain the following:
 - a. A clear statement of the nature of the grievance;
 - b. The date of the act giving rise to the grievance;
 - c. The Section(s) of the Memorandum of Understanding on which the grievance is based;
 - d. The proposed remedy;
 - e. The signature of the grievant(s), or if the grievance involves a group of similarly situated Employees, one Employee shall sign as a class grievant on behalf of all such similarly situated Employees;
 - f. The signature of the Union Steward;
 - g. The date of submission of the grievance.

In order to be valid, the grievance must include the aforementioned information and shall 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 the act giving rise to the grievance occurred or could reasonably be known to have occurred, provided, however, that grievances involving dismissal, suspension without pay, or involuntary demotion must be submitted in accordance with the provisions of Subsection O ~~below~~ hereof.

The first level manager or designee, the Employee(s), 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 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 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 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 by the Field 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 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 fifteen (15) ~~ten (10)~~ working days of such meeting.

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 the Field 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.

- E. 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.
- F. The arbitrator's decision shall be final and binding upon the State Bar, the Union and the Employee(s).
- G. The arbitrator shall have no power to add to, subtract from, or change any of the provisions of this Memorandum of Understanding.
- H. The fees and expenses incidental to the arbitration including the fees and expenses of the arbitrator and excluding each party's attorneys' fees and costs shall be borne equally by the parties.
- I. The parties may by mutual agreement waive one or more of Steps I through III of this Section.
- J. In grievances arising from the imposition of discipline pursuant to Section 16, the burden of proof is on the State Bar, and the State Bar shall proceed first at all stages of the grievance procedure. In all other grievances, the burden of proof is on the Union, and the Union shall proceed first at all stages of the grievance procedure.
- K. The term "grievance" as used in this Section shall not include:
1. The contents of an evaluation and performance ratings of "Meets Requirements" or better;
 2. The salaries assigned to particular classifications;
 3. Work assignments and the distribution of work;
 4. Any matter pertaining to the interpretation or application of the Board Powers provision of this Memorandum of Understanding;
 5. Any matter which does not involve the interpretation, application or enforcement of a term of this Memorandum of Understanding;
 6. The denial of promotional or transfer opportunities to internal applicants as set forth in Section 13.H and I;
 7. Any other matter which is expressly excluded from the grievance/arbitration procedure.
- L. In grievances involving a determination of whether an Employee has been assigned job duties that are set forth in the position description of a higher classification and that are not contained in the position description of the Employee's present classification, the

arbitrator shall have the authority only to:

1. determine that the assigned duties are within the position description for the Employee's present classification; or
2. determine that such assigned duties are duties of a higher classification that are not contained with the position description for the Employee's present classification. In such event, the arbitrator shall direct that such assigned duties be withdrawn and may grant a temporary increase in compensation to the Employee from the time that they submitted the grievance to their first level manager in accordance with Subsection D.1 above until the assigned duties are withdrawn; provided, however, that such temporary increase in compensation shall not exceed five percent (5%) in excess of the Employee's present salary.

M. Any grievance regarding whether an Employee has been assigned job duties that are set forth in the position description of a higher classification and that are not contained in the position description of the Employee's present classification shall be deemed abandoned unless initiated within 30 calendar days of receiving the assignment.

N. A grievance shall be deemed abandoned unless initiated and appealed within the time limits specified in this Section. Time limits provided for in this Section may be extended or waived only by mutual agreement.

O. An Employee who has been dismissed, involuntarily demoted or suspended without pay as a result of the proceedings set forth in Subsection 16.E or who has been suspended pursuant to Subsection 16.F, and who wishes to seek review of such action, shall file a written grievance (as set forth in Step I) under Step II of the Grievance Section and proceed under the provisions of Step II; provided, however, that, if the proceedings set forth in Subsection 16.E. or F were conducted by the Employee's Office Director, such grievances shall be filed directly in Step III of the Grievance Section. In order to be valid, such grievance must be filed in the appropriate step within ten (10) working days of the conclusion of the proceedings set forth in Subsections 16.E or F.

P. Grievances regarding the imposition of discipline other than dismissal, involuntary demotion or suspension without pay shall be initiated under Step I of the Grievance Section.

Q. Grievances regarding the issuance of a written warning shall be reviewed only up to Step III of the grievance process, and shall not be submitted to Arbitration.