

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>08202CCF804F496...</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>B8D3BB36EF754C5...</small>	11/30/2022
Andrew Vasicek	Date

October 19, 2022
SB Counter to Union #16
Section 32 - Leaves of Absence/Service Leave
Time:

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

SECTION 32. LEAVES OF ABSENCE/SERVICE LEAVE

- A. A leave of absence or service leave shall be defined as an approved absence from work without pay.
- B. A leave of absence shall generally not exceed a period of twenty-six (26) workweeks **except as required by law. for any specific triggering event, but may be extended for compelling reasons. This shall not be construed to limit an employee's rights under any applicable law, including but not limited to the Family and Medical Leave Act, the**

~~California Family Rights Act, California Gov. Code sec. 12945 (Pregnancy Disability Leave), and California Unemployment Insurance Code sec. 3300-3308 (Paid Family Leave).~~

- C. Leaves of absence will be approved ~~only~~ for **compelling reasons triggering events including, but not limited to: when the Employee is unable to work because of their own serious health condition (which might include, but is not limited to, pregnancy and infertility); when the Employee is unable to work because they are recovering from surgery or injury; the birth and care of a newborn child of the Employee; and the placement of a child in the Employee's family for adoption or foster care.** ~~such as prolonged illness; recovery from surgery; or recovery from accidental injury; maternity/paternity following pregnancy and/or the birth; infertility treatment; foster care placement or adoption of a child;~~ **Leaves of absence may be approved for other compelling reasons, including** family or personal emergencies; or other similar **circumstances** instances. Leaves of absence shall not be unreasonably denied. ~~**Paid Child Bonding Time provided for in Section 30 will be considered to run concurrently with a leave of absence, and shall not extend a leave of absence beyond 26 weeks.**~~
- D. Employees shall be entitled to a service leave of three (3) months after each five (5) years of continuous service with the State Bar. An eligible Employee may elect, however, to take a service leave of less than three (3) months. All service leaves shall be scheduled at a time mutually agreeable to the State Bar and the Employee.
- E. Any request for a leave of absence or a service leave must be submitted in writing by the Employee to their first level manager. The request shall state the reason the leave of absence or service leave is being requested and the maximum length of time off the Employee desires. Except where the circumstances do not reasonably permit, requests for leaves of absence or service leaves shall be made at least one (1) month in advance.
- F. There shall be no accrual of vacation or paid sick leave during a leave of absence of thirty (30) days or more or during a service leave.
- G. An Employee returning from a leave of absence or service leave shall be entitled to return to the position they held at the time the leave was granted, if such position still exists. Should the Employee's position be eliminated during a leave, the Employee shall be entitled to the bumping and recall rights set forth in Section 14.
- H. Employees taking any extended leaves of absence, whether paid or unpaid, are required to continue paying their Employee contribution toward the State Bar-sponsored health, dental and vision insurance plans they have selected, if any, during the duration of their leave of absence. Employees who do not return to State Bar employment from an unpaid leave of absence granted under the Family Medical Leave Act or the California Family Rights Act shall reimburse the State Bar for the employer contribution the State Bar made to continue such Employees' health, dental and/or vision coverage during their protected leave of absence.

Key:**bold, double underline** = new language*italics* = moved existing language~~struck out~~ = removed language~~*struck out, italics*~~ = existing language prior section**SECTION 30. PAID CHILD BONDING LEAVE**

Employees who have been employed with the State Bar for at least one calendar year and who have worked at least 1250 hours in the preceding 12 months, shall be eligible to receive, in a lump sum amount, 160 hours of paid leave to be used after the birth, adoption, or foster care placement of a child of the Employee, and/or being unable to work due to pregnancy or child birth (paid bonding leave). Employees eligible for paid bonding leave need not exhaust any of their other accrued paid leave balances before accessing or using the 160 hours of paid bonding leave. Employees remain eligible to use available paid sick leave, paid vacation and paid personal days for child bonding purposes or not, at their option. While Employees may coordinate the use of paid bonding leave to supplement their salaries while receiving State Disability Insurance payments, there is no requirement that they do so. Eligible Employees may use the 160 hours of paid bonding leave intermittently, although not in increments of less than a full eight (8) hour workday. Eligible Employees must use the 160 hours of paid bonding leave within twelve (12) months of either the day of birth, adoption or foster-placement of the child, or the day the Employees take leave from work due to a pregnancy or child-birth related condition. Paid bonding leave not used at the end of this twelve month period will expire and be lost. Any remaining paid bonding leave that an Employee may have will not be paid upon termination of employment, but will be lost.

Employees shall also be permitted to use paid sick leave, vacation leave, and personal days to cover leave taken for the same reasons the paid bonding leave may be taken, either to supplement state benefits or to take additional time for bonding with a new child.

The 160 hours of Paid Child Bonding Leave provided for in this section runs concurrently with leaves of absence under Section 32 and shall not extend a leave of absence under Section 32 beyond 26 weeks.

