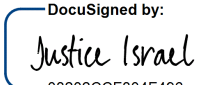


### TENTATIVE AGREEMENT

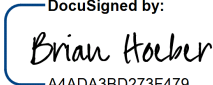
On November 28, 2022, the State Bar and SEIU Local 1000 reached a tentative agreement on the proposal below. Per the Ground Rules, all tentative agreements are subject to an overall agreement and an overall agreement is subject to approval by the Board of Trustees and the membership of the Union.

#### Tentative Agreement:

For the State Bar:

<small>DocuSigned by:</small>  <small>08202CCF804F490...</small> Justice Israel	11/30/2022  Date
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For the Union:

<small>DocuSigned by:</small>  <small>A4ADA3BD273F479...</small> Brian Hoerber	11/30/2022  Date
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<small>DocuSigned by:</small>  <small>B8D3BB36EF754C5</small> Andrew Vasicek	11/30/2022  Date
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November 7, 2022  
SB Counter 2 to State Bar #17  
Section XX – Absence Without Approved Leave  
Time:

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

#### **SECTION \_\_\_\_\_ ABSENCE WITHOUT APPROVED LEAVE**

**A. Absence from duty without approved leave for five consecutive workdays, whether voluntary or involuntary, shall be considered an automatic resignation from the State Bar**

retroactive to the last day the Employee worked or was on approved leave. ~~Absence due to medical incapacity shall not be considered absence from duty without approved leave for purposes of this section.~~

- B. Prior to administratively separating an Employee, the State Bar shall provide written notice to the Employee identifying the effective date of the automatic resignation and the factors supporting the invocation of this Section.
- C. The Employee shall be provided at least five (5) working days from the date of the notice to object to the automatic resignation. The Employee's objection shall be heard by an impartial representative chosen by the State Bar, who shall have the authority to sustain or rescind the automatic resignation, and who shall notify the Employee of the the representative's decision in writing within five (5) business working days. ~~The decision to sustain or rescind the automatic resignation shall be final and shall not be subject to the grievance or arbitration processes.~~
- D. The representative's decision to sustain or rescind the automatic resignation shall be subject to the grievance ~~and arbitration~~ procedure, ~~but not the arbitration procedure.~~ The Employee may file a grievance challenging this decision directly at Step III of the grievance process ~~as described according to the timelines and procedures set forth in Section 17(D)(4), skipping Steps I and II of the grievance process, within fifteen (15) working days of receiving the written decision to sustain or rescind the automatic resignation. (or longer, where there is good cause for late filing).~~ The Employee shall be reinstated if the Employee had a satisfactory reason for the Employee's absence. The arbitrator shall have authority to award back pay if the arbitrator finds that the Employee was improperly considered to have automatically resigned pursuant to this Section.
- E. Reinstatement following automatic resignation ~~may~~ shall be granted only if: 1) the State Bar determines that the Employee has provided a satisfactory explanation for the Employee's absence and their failure to obtain leave and; 2) the State Bar determines that the Employee is either (a) ready, willing, and able to resume performing the duties of their former position, or (b) the Employee has obtained approval from the State Bar has met the criteria for a leave of absence, pursuant to Section 32, to commence upon and will be granted such leave upon reinstatement. Absence due to an Employee's own medical incapacity, as established by sufficient supporting documentation from the Employee's treating health care provider(s), shall be considered a satisfactory explanation for the Employee's absence pursuant to this subsection.
- F. An Employee so reinstated shall not be paid salary for the period of their absence following their automatic resignation, except that they shall be permitted to apply unpaid sick leave and personal leave accruals, if applicable, that were in the Employee's leave bank at the time of the automatic resignation. If the Employee chooses not to apply those leave accruals, any unpaid accruals shall be credited back to the Employee's leave bank at the time of their reinstatement. ~~In any arbitration of an automatic resignation (AWOL)~~

**pursuant to this section, the arbitrator shall have discretion to award back pay.**