

June 17, 2025
State Bar #1
Section 32 – Leaves of Absence/Service Leave

Tentative Agreement

The State Bar and SEIU, Local 1000 (Union) 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.

FOR SEIU, LOCAL 1000:

DocuSigned by:

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Brian Hoeber
Staff Attorney

6/18/2025 | 1:07 PM PDT

Date

DocuSigned by:


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Shataka Shores-Brooks
Bargaining Chair

6/18/2025 | 1:59 PM PDT

Date

FOR THE STATE BAR:

Signed by:

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Justice Israel
Director of Human Resources

6/18/2025 | 2:01 PM PDT

Date

SECTION 32. LEAVES OF ABSENCE/SERVICE LEAVE

1. Leaves of Absence

~~A. Regular and reliable attendance is an essential function of important for all classifications at the State Bar.~~

~~B.~~ A. The State Bar agrees to adhere to all leave requirements set forth in the Family and Medical Leave Act (FMLA), California Family Rights Act (CFRA), and any other federal, state, or local law. If an Employee exhausts the leave provided by such laws and where the Employee may have a qualifying disability or medical condition, the State Bar will timely engage in the reasonable accommodation interactive process pursuant to the Americans with Disabilities Act (ADA), which may include consideration of additional leave as a reasonable accommodation.

~~C.~~ B. Employees who have been employed with the State Bar for at least one calendar year

and who have worked at least 1,250 hours in the preceding 12 months shall be entitled to take leave for the birth, adoption, or foster placement of a child for up to twenty-six (26) cumulative workweeks of leave within twelve (12) months of the birth or placement, which shall run concurrently with any leave as required by law.

~~D.~~ **C. At their sole discretion, the Executive Director or their designee may grant leave in excess of that which is mandated by law for** *compelling reasons including 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. Leaves of absence may be approved for other compelling reasons, including family or personal emergencies; or other similar circumstances. Leaves of absence shall not be unreasonably denied. Requests for leave that are denied pursuant to this provision are not subject to the grievance process; however, an Employee grieving a separation (either AWOL, medical, or disciplinary) shall not be precluded from arguing that a leave of absence was unreasonably denied.*

~~E.~~ **D.** *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.~~ **E.** *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.*

~~G.~~ **F.** *Employees on a leave 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 and 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.*

~~H.~~ **G. Employees will only accrue vacation and sick leave while on paid status.**

~~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 not exceed a period of twenty six (26) workweeks except as required by law.~~

~~C. — Leaves of absence will be approved for compelling reasons including 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. Leaves of absence may be approved for other compelling reasons, including family or personal emergencies; or other similar circumstances. Leaves of absence shall not be unreasonably denied.~~

~~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.~~

SECTION 32.1 SERVICE LEAVE

2. Service Leave

A. 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.

B. 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~~ 1) month in advance.

C. Employees shall be entitled to use accrued vacation and/or personal leave during a service leave.

D. 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 service leave, the Employee shall be entitled to the bumping and recall rights set forth in Section 14.

E. Employees on a service leave ~~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 and 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.

F. Employees will only accrue vacation and sick leave while on paid status.