

**GENERAL UNIT**  
**MEMORANDUM OF UNDERSTANDING**  
**between**  
**THE STATE BAR OF CALIFORNIA**  
**and**  
**SERVICE EMPLOYEES INTERNATIONAL UNION**

**JANUARY 1, 2018**

**Adopted by the Board of Trustees  
of the State Bar of California  
to be effective  
January 1, 2018**

**GENERAL UNIT  
MEMORANDUM OF UNDERSTANDING  
TABLE OF CONTENTS**

SECTION 1. PREAMBLE.....	1
SECTION 2. DEFINITIONS.....	2
SECTION 3. BOARD'S POWERS, RIGHTS AND DUTIES.....	2
SECTION 4. RECOGNITION.....	2
SECTION 5. EMPLOYEES COVERED BY THIS MEMORANDUM OF UNDERSTANDING .....	3
SECTION 6. UNION MEMBERSHIP .....	3
SECTION 7. UNION BUSINESS.....	4
SECTION 8. NO DISCRIMINATION.....	4
SECTION 9. INITIAL PROBATIONARY PERIOD .....	5
SECTION 10. EVALUATIONS.....	6
SECTION 11. PERSONNEL FILES .....	6
SECTION 12. SENIORITY .....	7
SECTION 13. PROMOTIONS AND TRANSFERS.....	8
SECTION 14. LAYOFF AND RECALL .....	11
SECTION 15. SEVERANCE PAY .....	14
SECTION 16. DISCIPLINE.....	15
SECTION 17. GRIEVANCES.....	17
SECTION 18. EMPLOYMENT STATUS .....	21
SECTION 19. HOURS OF EMPLOYMENT .....	23
SECTION 20. OVERTIME/COMPENSATORY TIME .....	24
SECTION 21. OUTSIDE EMPLOYMENT .....	26
SECTION 22. WAGES AND CLASSIFICATIONS.....	26
SECTION 23. WORKING CONDITIONS .....	33
SECTION 24. HOLIDAYS.....	35
SECTION 25. VACATIONS.....	35
SECTION 26. PAID PERSONAL LEAVE AND PAID SICK LEAVE .....	36
SECTION 27. BEREAVEMENT LEAVE.....	39
SECTION 28. JURY/WITNESS DUTY .....	39
SECTION 29. MILITARY LEAVE.....	39
SECTION 30. LEAVES OF ABSENCE/SERVICE LEAVE .....	39
SECTION 31. COMPULSORY LEAVES OF ABSENCE .....	40
SECTION 32. EDUCATION AND TRAINING.....	41

SECTION 33. EXPENSE REIMBURSEMENT ..... 41  
SECTION 34. INSURANCE BENEFITS..... 42  
SECTION 35. RETIREMENT ..... 42  
SECTION 36. EMPLOYER-EMPLOYEE RELATIONS COMMITTEE..... 43  
SECTION 37. PROHIBITION OF STRIKES ..... 44  
SECTION 38. BACHELOR DEGREE MINIMUM QUALIFICATION REQUIREMENT  
FOR CERTAIN GENERAL UNIT JOB CLASSIFICATIONS..... 44  
SECTION 39. SEVERABILITY..... 45  
SECTION 40. TERM OF MEMORANDUM OF UNDERSTANDING ..... 45

## **GENERAL UNIT**

### **Appendices 2018-2019**

- A Groups and Offices
- B General Unit Listing of Job Classifications and Salary Ranges
- C Alternative Work Schedule Letter of Understanding
- D Letter of Understanding Regarding Employee Parking
- E Policy Statement Regarding Non-Executive Exempt Employee Absences Including Absences of Less than One Day
- F Separation Plan Letter of Understanding
- G. Overtime Exempt Status
- H Letter of Understanding: Investigator Overtime Status
- I Letter of Understanding: AWS Agreements, Voluntary Separation Incentive, Transit Reimbursement, Time Keeping
- J Training and Development Program
- K Side Letter Agreement Regarding the 2018-2019 General Unit Memorandum of Understanding

## **SECTION 1. PREAMBLE**

A. The State Bar's business is service to the public and to the legal profession. The State Bar's ability to meet this goal depends upon each of us taking personal and professional responsibility for providing high quality service. The changing demands upon the legal system and upon the State Bar make it imperative that Employees and Management join forces to assure high quality services, which meet the needs of the public and the profession. Accordingly, Employees and the State Bar jointly undertake a commitment to provide high quality service to the members of the legal profession and the public in a prompt, courteous, and efficient manner thereby furthering the Mission of the State Bar, which states:

### **The Mission of the State Bar:**

The State Bar of California's mission is to protect the public and includes the primary functions of licensing, regulation and discipline of attorneys; the advancement of the ethical and competent practice of law; and support of efforts for greater access to, and inclusion in, the legal system.

### **The Goals of the State Bar:**

Successfully transition to the "new State Bar" – an agency focused on public protection, regulating the legal profession, and promoting access to justice.

Ensure a timely, fair, and appropriately resourced admissions, discipline, and regulatory system for the more than 250,000 lawyers licensed in California.

Improve the fiscal and operational management of the State Bar, emphasizing integrity, transparency, accountability, and excellence.

Support access to justice for all California residents and improvements to the state's justice system.

Proactively inform and educate all stakeholders, but particularly the public, about the State Bar's responsibilities, initiatives and resources.

B. This Memorandum of Understanding is made and entered into pursuant to The State Bar of California's Rules and Regulations for the Administration of Employer-Employee Relations (hereinafter referred to as "Employer-Employee Relations Rules") and is effective upon adoption by the Board of Trustees, by and between THE STATE BAR OF CALIFORNIA (hereinafter referred to as the "State Bar") and State Bar Employees Union, Service Employees International Union ("SEIU"), Local 535, under a service agreement with SEIU, Local 1000, (hereinafter jointly referred to as the "Union").

## **SECTION 2. DEFINITIONS**

A. Except as otherwise specifically provided herein, the terms used in this Memorandum of Understanding shall be defined in the same way as such terms are defined in the Employer-Employee Relations Rules.

B. The term "Employee" shall mean a regular full-time or regular part-time employee of the State Bar who is not a Management Employee. Confidential Employees shall not be "Employees" under this Memorandum of Understanding for the period they are designated as Confidential Employees.

C. The term "domestic partner" when used in this Memorandum of Understanding shall mean a person assuming the role of spouse to an Employee and does not require satisfaction of California's statutory domestic partner registration standards.

## **SECTION 3. BOARD'S POWERS, RIGHTS AND DUTIES**

Except as otherwise expressly provided in this Memorandum of Understanding, the Board of Trustees of the State Bar (herein referred to as "the Board" or "the State Bar") shall have the powers, rights and duties accorded it under state law, including but not limited to the right to manage and direct the workforce; to hire and determine the number and type of Employees; to determine Employee qualifications and assign and direct their work; to set standards of productivity and determine the type and manner of services to be rendered; to maintain efficiency of operations; to set starting and quitting times and the number of hours to be worked; to use independent contractors; to subcontract, contract out, close down, or relocate the State Bar's operations or any part thereof; to create, change or cease any job, office, operation or service; to determine, control and regulate the type, number and location of jobs, facilities, units, offices, equipment, and other property of the State Bar; to issue and revise policies, rules, regulations and practices; and to take other actions not restricted by this Memorandum of Understanding or the Meyers-Milias-Brown Act, Government Code Section 3500 et seq.

## **SECTION 4. RECOGNITION**

The Board has recognized the Union, pursuant to the Employer-Employee Relations Rules, as the exclusive Recognized Employee Organization in the following two separate Units of Representation for purposes of meeting-and-conferring:

1. All Employees except Professional Employees, Management Employees and Confidential Employees (hereinafter "General Unit").
2. All Professional Employees except Management Employees and Confidential Employees (hereinafter "Attorney Unit").

**SECTION 5. EMPLOYEES COVERED BY THIS MEMORANDUM OF UNDERSTANDING**

A. This Memorandum of Understanding shall apply to all Employees in the General Unit.

**SECTION 6. UNION MEMBERSHIP**

A. At the time an Employee is hired, the State Bar shall deliver to the Employee a copy of this Memorandum of Understanding.

B. Upon written authorization of an Employee, the State Bar shall deduct Union dues from that Employee's paycheck on a semi-monthly basis. The State Bar shall continue to make such deductions during the term of this Memorandum of Understanding.

C. Membership in the Union shall be completely voluntary. Such Employees shall not be required as a condition of employment to pay the standard initiation fee, periodic dues, or general assessments of the Union; service fees; agency fees; or any other fees under this Section unless they voluntarily join the Union.

D. The Union shall indemnify the State Bar and hold it harmless against all suits, claims, demands, and liabilities of any kind that may arise out of or by reason of any action taken by the State Bar for the purpose of complying with the requirements of this Section.

E. The Union shall notify the State Bar regarding the amount of its dues and any changes in the amount of such dues.

F. The State Bar shall make deductions provided for in this Section semi-monthly and shall remit monthly such monies deducted to the Union with a written statement of the names of Employees for whom such deductions were made. Not later than the tenth day of each month, the State Bar shall supply the Union with the names, addresses, and classifications of Employees hired during the previous month and the names of Employees terminated during the previous month.

G. With the prior written consent of the Employee(s), the State Bar shall also provide the Union with any change(s) in address for such Employee(s) on a quarterly basis.

## **SECTION 7. UNION BUSINESS**

A. The Union may appoint Union Stewards. The number of such Union Stewards shall not exceed ten (10) from the General Unit. An Employee shall be eligible for appointment to Steward only after completion of his/her initial probationary period.

B. The Union shall, immediately upon the appointment of Union Stewards, transmit a list of the names of said Union Stewards to the State Bar. It shall be the further duty of the Union to immediately inform the State Bar in writing of any changes in the status of the Union Stewards.

C. The Union agrees to make a good faith effort to conduct Union business outside of working hours.

D. If it is necessary for a Union Steward to discuss a grievance with an Employee or with an appropriate representative of State Bar management or represent an Employee in a grievance hearing during normal State Bar working hours, he/she shall be allowed a reasonable amount of time to do so, but only with the prior approval of his/her immediate supervisor or manager. Whenever practicable, such approval shall be obtained at least twenty-four (24) hours in advance.

E. If it is necessary for an Employee to discuss a grievance with a Union Steward during working hours, he/she shall be allowed a reasonable amount of time to do so but only with the prior approval of his/her immediate supervisor or manager. Whenever practicable, such approval shall be obtained at least twenty-four (24) hours in advance.

F. A business agent for the Union, upon first speaking to the Chief Administrative Officer or designee, and obtaining approval, may confer with the Union Stewards during working hours relative to the Employees and the State Bar, so long as it does not interfere with the normal operation of the State Bar's business. Whenever practicable, such approval shall be obtained at least twenty-four (24) hours in advance.

G. The prior approval of manager or supervisor or of the Chief Administrative Officer or designee shall not be unreasonably withheld provided that the conducting of Union business within the limits set forth above does not interfere with the normal operations of the State Bar.

H. The State Bar shall make available space on designated bulletin boards for the use of the Union.

## **SECTION 8. NO DISCRIMINATION**

A. The State Bar and the Union shall encourage and support equal employment opportunity for all Employees and applicants for employment without regard to race, creed, religion, color, national origin, age, sex, physical handicap, physical or mental impairment, marital status, political affiliation, sexual orientation, gender or gender identity. Neither the State Bar nor the Union nor any Employee shall discriminate because of race, creed, religion, color, national origin, age, sex, physical handicap,



physical or mental impairment, marital status, or political affiliation in violation of state or federal law, or on the basis of sexual orientation, gender or gender identity.

B. The Union and the State Bar recognize that reasonable accommodation of qualified Employees and applicants with disabilities is, where necessary, mandated by the Americans With Disabilities Act (ADA). Where reasonable accommodation under the ADA conflicts with this Memorandum of Understanding, then the reasonable accommodation will control.

C. Neither the State Bar, the Union, nor any Employee shall interfere with, intimidate, restrain, coerce or discriminate against any Employee because of the exercise of his/her rights under Government Code Section 3502, which states as follows:

“Except as otherwise provided by the Legislature, public employees shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations. Public employees also shall have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the public agency.”

D. The State Bar and the Union are committed to the principles of equal employment opportunity. To that end, the State Bar will provide the Union with current information relating to all hires, transfers, promotions and terminations of Employees covered by this Memorandum of Understanding.

## **SECTION 9. INITIAL PROBATIONARY PERIOD**

A. Employment as a regular full-time or regular part-time Employee in a General Unit job classification in which the minimum annual salary is more than Sixty-Nine Thousand Dollars (\$69,000), as established on the date this MOU is ratified, shall be subject to an initial probationary period of six (6) months.

B. Employment as a regular full-time or regular part-time Employee in a General Unit job classification in which the minimum annual salary is less than Sixty-Nine Thousand Dollars (\$69,000), as established on the date this MOU is ratified, shall be subject to an initial probationary period of three (3) months.

C. The employment of an initial probationary Employee shall be terminable at will upon notice by either the State Bar or the initial probationary Employee. Termination of probationary Employees shall not be subject to the grievance procedure.

## **SECTION 10. EVALUATIONS**

A. The performance of all Employees shall be evaluated and a written report made upon completion of the probationary period or any extension thereof and once annually thereafter or more frequently in accordance with a fixed, written schedule adopted by the Employee's Office Director, distributed to Employees of that office and applied equally to each of that office's Employees who are covered by this Memorandum of Understanding. The evaluation shall be on a standardized form provided by the State Bar and applied uniformly to Employees. A copy of each evaluation shall be provided to the affected Employee.

B. The contents of a performance evaluation shall not be subject to the grievance procedure. The overall performance rating, however, shall be subject to the grievance procedure, but only to the extent set forth in Section 22(K).

C. Performance Improvement Plans (PIP's) are not disciplinary in nature but are intended to aid the Employee in improving his/her performance. In the event that the Employee fails to successfully complete a PIP, discipline may follow.

D. If the written report of the annual evaluation described in Paragraph A above is not completed within 60 days of its annual due date, the overall rating shall be deemed to be "meets requirements" for the purposes of this Memorandum of Understanding. If the Employee has not been issued the performance evaluation within 60 days from the annual due date, the State Bar shall automatically implement the annual salary increase pursuant to section 22.D.3, retroactive to the Employee's anniversary date.

## **SECTION 11. PERSONNEL FILES**

A. The State Bar shall maintain in the Office of Human Resources a personnel file for each Employee. This file shall be used to determine that Employee's qualifications for promotion or termination or other disciplinary action. An Employee may respond in writing to any material in his/her personnel file.

B. The State Bar shall, at reasonable times, upon the request of an Employee, permit that Employee and/or that Employee's authorized union representative to inspect such personnel file and any material referred to in such personnel file. Nothing in this Subsection B shall apply to the records of an investigation of possible attorney admissions and/or disciplinary issues or to letters of reference.

C. Material not in such personnel file or referred to in such personnel file may not be used to determine that Employee's qualifications for promotion or termination or other disciplinary action unless that Employee is first permitted a reasonable opportunity to inspect such material and a reasonable opportunity to respond. Letters of warning shall be given consideration in making personnel decisions. Oral and/or written warnings shall be expunged from the personnel file and not used as a basis for future progressive discipline where there has been no further misconduct for a period of two years.

D. Information of a complimentary nature received by the State Bar pertaining to the work performance of an Employee shall be placed in the Employee's personnel file upon the Employee's request.

E. The State Bar will provide notice, via email, to any Employee whenever any document is placed in that Employee's personnel file which either (1) has not previously been provided to the Employee or (2) the Employee has not previously signed.

## **SECTION 12. SENIORITY**

A. Seniority for Employees shall be defined, for all purposes, as the length of continuous service with the State Bar as a regular full-time or regular part-time bargaining unit Employee.

B. Continuous service is suspended during any period that an Employee is designated as a Confidential Employee.

C. Continuous service is ended by any of the following:

1. Promotion or transfer from a position in one Unit of Representation to a position in another Unit of Representation; provided, however, that continuous service shall begin to accrue anew on the effective date of such promotion or transfer;

2. Resignation;

3. Dismissal;

4. Not returning to employment at the end of a leave of absence, unless a satisfactory explanation for not doing so is made;

5. Not responding to a notice to return following a layoff within five (5) calendar days of receipt of such notice, unless a satisfactory explanation for not doing so is made;

6. Not returning to employment within fourteen (14) calendar days of receipt of a notice to return following a layoff, unless a satisfactory explanation for not doing so is made;

7. Not returning to employment within twelve (12) months after the date of a layoff;

8. Promotion to a position as a Management Employee.

D. The State Bar will annually prepare seniority lists, make such lists available to the Union, and post said lists on designated bulletin boards during the month of January. Such lists shall show the seniority held by each Employee and shall remain posted throughout the year.

### **SECTION 13. PROMOTIONS AND TRANSFERS**

A. It is the policy of the State Bar to promote qualified applicants. When internal and external applicants meet the minimum qualifications for a vacant position, management will first interview all internal applicants who meet the minimum qualifications and may interview external applicants.

B. All regular full-time and regular part-time vacant positions in the General Unit shall be posted within the State Bar's offices five (5) working days before notification is given to the general public. The State Bar will provide the Union with a copy of the job posting.

C. Job descriptions shall be retained in the Office of Human Resources for review by applicants. For no position covered by this Memorandum of Understanding shall there be more than one official job description on file in the Office of Human Resources.

D. Written requests for promotion or transfer to a specific position vacancy may be submitted in advance and shall constitute an automatic bid for such position for a period of one hundred and eighty (180) days after submission.

E. If the designated representative of the Office of Human Resources initially determines that the Employee applicant appears to meet the minimum qualifications for the position, the designated representative will forward the application to the first level manager responsible for filling the position or his/her designee. Employee applicants will be considered for the position as internal applicants as long as the Employee applicants are qualified and apply within the open posting period.

F. Management will interview the Employee applicant and may interview external applicants. The manager responsible for filling the position will determine to whom the position will be offered. An Employee applicant shall be given at least twenty-four (24) hours' notice of the interview and may submit written samples of work and internal letters of recommendation in support of and with his/her application. The term "management" as used in this Subsection F may be deemed to mean one manager or more than one manager, or designee(s), at the State Bar's sole discretion.

G. Vacant positions shall be filled on the basis of merit and ability; provided, however, that if merit and ability are substantially equal, the position shall be offered to the State Bar Employee. As used in this Section, the term "merit and ability" shall not be limited to the minimum qualifications set forth in the position description for the vacant position but shall also include other job-related factors including, but not limited to, prior work experience; education; specialized training; possession of

degrees, certificates or licenses; and possession of special skills or abilities.

H. Except as set forth in Subsection I below, the State Bar's selection of an internal existing State Bar Employee to fill a position, which results in the denial of a transfer or promotional opportunity to another internal existing State Bar Employee seeking to fill the same position, shall not be subject to the grievance/arbitration procedure. Except as set forth in Subsection I below, promotion and transfer issues shall be subject to the grievance/arbitration procedure only when an external non-State Bar employee is selected to fill a position over a qualified internal existing State Bar Employee who is seeking to fill the same position.

I. It is not the intention of Subsection H to foreclose meritorious grievances that allege discrimination under MOU Subsections 8.A or C. However, in order for allegations described in Subsection H to invoke the grievance/arbitration procedure with respect to discrimination under MOU Subsections 8.A. or C, they must be supported by clear and convincing evidence.

J. If a position has not been posted within 30 days after it has become vacant due to an Employee leaving the position, upon the written request of the Union, the Chief Administrative Officer or designee shall provide a written explanation to the Union. Nothing in this Subsection shall be subject to the grievance procedure.

K. No Employee shall be allowed a promotion or transfer while serving a probationary period. Employees may apply for transfers or promotions near the end of their probationary period, but may not fill the position, if selected, until their probationary period is completed.

L. An Employee who is promoted or transfers shall serve a probationary period of three (3) months in the new position for a General Unit position. The new probationary period shall commence on the effective date of the Employee's promotion or transfer.

M. An Employee who fails to succeed in his/her new position during the probationary period shall:

1. Return to his/her previous position and pay, without loss of seniority, if such position is still vacant provided, however, that if such position is not vacant the Employee shall

2. Take a position in the same job classification from which he/she was promoted or transferred in the same geographical location and Unit of Representation, without loss of seniority or reduction in pay, if such a position is vacant and if the Employee meets the minimum qualifications for the position; provided, however, that if no such position is vacant, the Employee shall

3. Take a position in a different job classification that has the same salary range as the one from which he/she was promoted or transferred in the same geographical location and Unit of Representation, without loss of seniority or reduction in pay, if such a position is vacant and if the Employee meets the minimum qualifications for the position; provided, however, that if no such position is vacant, the Employee shall

4. Take a position in a different job classification with a salary range that is lower than the one from which he/she was promoted or transferred in the same geographical location and Unit of Representation without loss of seniority and be paid a salary consistent with Section 13.M.9, below, if the Employee meets the minimum qualifications for the position; provided, however, that if no such position is vacant, the Employee shall

5. Take a position in the Group from which he/she was promoted or transferred in the same job classification from which he/she was promoted or transferred in the same geographical location and Unit of Representation, without loss of seniority or reduction in pay if such a position is vacant and if the Employee meets the minimum qualifications for the position; provided, however, that if no such position is vacant, the Employee shall

6. Take a position in the Group from which he/she was promoted or transferred at a different job classification that has the same salary range as the one from which he/she was promoted or transferred in the same geographical location and Unit of Representation without loss of seniority or reduction in pay if such a position is vacant and if the Employee meets the minimum qualifications for the position; provided, however, that if no such position is vacant, the Employee shall

7. Take a position in the Group from which he/she was promoted or transferred at a different job classification with a salary range that is lower than the one from which he/she was promoted or transferred in the same geographical location and Unit of Representation without loss of seniority and be paid a salary consistent with Section 13.M.9, below, if such a position is vacant and if the Employee meets the minimum qualifications for the position; provided, however, that if no such position is vacant, the Employee shall

8. Be laid off and shall receive applicable severance pay and be entitled to the same recall rights as set forth in the Layoff and Recall Section.

9. In those situations where an Employee has a right to return to a different job classification with a lower salary range than that from which he/she was promoted or transferred, the Employee shall be paid the same salary as he/she received just prior to his/her promotion or transfer, unless that prior salary exceeds the maximum salary range of the vacant position to which the Employee will return. In that case, the Employee will be placed within the salary range for his/her new position proportionally equivalent to the Employee's placement within the salary range of his/her prior position. For

example, if this Employee was at the midpoint of his/her prior salary range, he/she will be placed in the midpoint of the salary range of the Employee's new position.

N. For the purpose of this Section, the terms "Group" and "Office" shall be as set forth in Appendix A. A geographical location shall include all State Bar offices within a given county.

O. An Employee who voluntarily transfers to a position in a different job classification with a salary range that is lower than his/her prior position will be placed within the salary range for his/her new position proportionally equivalent to the Employee's placement within the salary range of his/her prior position.

#### **SECTION 14. LAYOFF AND RECALL**

A. Layoff shall be defined as the implementation of a decision by the State Bar to reduce its workforce by terminating Employee(s). When deciding to implement a layoff as so defined, the State Bar may consider, as an option, making retirement and/or separation incentives available that Employees may accept on a voluntary basis, thus avoiding the need for layoffs under the procedures which follow.

B. Subject to Appendix F, in the event of a layoff, the State Bar shall provide thirty (30) calendar days' notice to the Union and to affected Employee(s). An affected Employee is an Employee who may be terminated as the result of a layoff.

C. Within fifteen (15) calendar days after receiving notice of potential layoff, each potentially affected Employee must advise the Office of Human Resources in writing of his/her intent to exercise bumping rights pursuant to Subsection G, below. Failure to advise the Office of Human Resources within the required time period shall constitute a forfeiture of all bumping rights under this Section for the layoff in question.

D. In the event that the State Bar gives an affected Employee less than ten (10) working days' notice of an actual layoff, the State Bar shall pay the affected Employee a day's pay, computed at the Employee's straight-time hourly rate, for each working day less than ten (10) working days of notice given; that is, if, for example, the State Bar gives an affected Employee seven (7) working days' notice, the State Bar shall pay to the affected Employee a sum equal to three (3) working days' pay, computed at the Employee's straight-time hourly rate.

E. Concurrent with notice of a potential layoff, the State Bar shall provide the Union with a current seniority roster for the affected Group.

F. Layoffs in a classification within a Unit of Representation will occur in inverse order by seniority within an Office and geographical location; that is, the least senior Employee in the affected classification within the Unit of Representation, geographical location and Office in which the layoff occurs shall be the first laid off. Nothing in this Subsection shall be construed to create inter-Unit bumping rights.

G. Any Employee laid off shall have the following bumping rights within the Unit of Representation, geographical location, Office and Group in which the layoff occurs:

1. An Employee who is notified that he or she will be laid off (“Notified Employee”) and who wishes to exercise his/her bumping rights shall bump into any vacant position in the same job classification in the Group in which the layoff occurs for which the Notified Employee meets the minimum qualifications; or if there is no such position available, shall bump the least senior Employee in the same job classification within the Group in which the layoff occurs for which the Notified Employee meets the minimum qualifications provided that (a) such position exists; and (b) the incumbent Employee has less seniority than the Notified Employee;
2. A Notified Employee who does not qualify to bump another Employee pursuant to Subsection G.1. shall occupy any vacant position in any job classification that has the same salary range as the Notified Employee’s position at the time of the layoff notice in the same Group in which the layoff occurs for which the Notified Employee meets the minimum qualifications, or if there is no such position available, shall bump the least senior Employee within the Office in which the layoff occurs in any job classification that has the same salary range as the Notified Employee’s position at the time of the layoff notice, so long as (a) the Notified Employee meets the minimum qualifications for the position; (b) such position exists; and (c) the incumbent Employee has less seniority than the Notified Employee;
3. A Notified Employee who does not qualify to bump another Employee pursuant to Subsections G.1. or G.2. shall bump the least senior Employee within the same Group in which the layoff occurs, in any job classification that has the same salary range as the Notified Employee’s position at the time of the layoff notice, so long as (a) the Notified Employee meets the minimum qualifications for that position; (b) such position exists; and (c) the incumbent Employee has less seniority than the Notified Employee;
4. A Notified Employee who does not qualify to bump another Employee pursuant to Subsections G.1., G.2. or G.3. shall bump into any vacant position in any job classification that has a salary range that is up to 10% less than the Notified Employee’s position at the time of the layoff notice within the Group in which the layoff occurs for which the Notified Employee meets the minimum qualifications, or if there is no such position available, shall bump the least senior Employee within the Office in which the layoff occurs in any job classification that has a salary range that is up to 10% less than the Notified Employee’s position at the time of the layoff notice, so long as (a) the Notified Employee meets the minimum qualifications for the position; (b) such position exists; and (c) the incumbent Employee has less seniority than the Notified Employee;



5. A Notified Employee who does not qualify to bump another Employee pursuant to Subsections G.1., G.2., G.3. or G.4., shall bump the least senior Employee within the same Group in which the layoff occurs in any job classification that has a salary range that is up to 10% less than the Notified Employee's position at the time of the layoff notice, so long as (a) the Notified Employee meets the minimum qualifications for the position; (b) such a position exists; and (c) the incumbent Employee has less seniority than the Notified Employee;

6. The exercise of bumping rights shall proceed in the aforementioned sequence, but expanding the job classifications potentially available for bumping in decreasing 10% salary ranges, until an Employee who is laid off is able to bump another Employee or until the available job classifications within the Group are exhausted, in which case the Employee who is laid off shall be terminated subject to recall rights hereinafter set forth.

7. A geographical location shall include all State Bar offices within a given county.

H. A Notified Employee who bumps the least senior Employee in a job classification that has the same salary range as his/her position at the time of the layoff notice shall maintain the salary of his/her position at the time of the layoff notice; an Employee who bumps the least senior Employee in a job classification that has a lower salary range than the Notified Employee's position at the time of the layoff notice shall be placed within the salary range for his/her new position proportionally equivalent to the Employee's placement within the salary range of his/her position at the time of the layoff notice. For example, if the Notified Employee was at the midpoint of his/her prior salary range, he/she will be placed in the midpoint of the salary range of the new position.

I. If an Employee is subject to a layoff pursuant to this Section 14 and a vacant position is available in another geographic location which otherwise meets the criteria for each step of the bumping process in Section 14.G., that Employee subject to layoff shall have the option to take such a position. For the purposes of this Section 14.I., the term "vacant position" shall mean a position that is both unoccupied at the time and will not become occupied by another Employee as a result of that other Employee's exercise of his or her bumping rights. Rejection of the offer to transfer geographic location pursuant to this subsection shall not mean the Employee has in any way waived his or her bumping rights under Section 14.G. An employee who accepts a transfer to a vacant position in another geographic location shall not be eligible for any relocation benefits, and must bear all costs associated with his or her acceptance of this move of geographic locations.

J. Recall shall be to the Group and job classification from which the affected Employee was laid off and shall be carried out in inverse order of layoff, provided that the right to be recalled to such classification shall not exceed a period of twelve (12) months following the layoff and may be terminated prior to the expiration of the twelve (12) month period if the affected Employee does not respond to a notice to

return following a layoff within five (5) calendar days of receipt of such notice or if the affected Employee does not actually return to employment within fourteen (14) calendar days of receipt of such notice to return following a layoff.

K. In the event that all Employees eligible for recall to a classification within a unit, location and Group have been recalled under Subsection J above and there remain vacant positions not filled by recall, prior to the State Bar posting the positions under Section 13, recall shall continue within the 12 month recall period in the following order:

1. Employees eligible for recall shall be recalled to the job classification within a unit and location from which the Employee was laid off, by seniority, without regard to Group;
2. Employees eligible for recall shall be recalled to a different job classification with the same salary range as the position from which the Employee was laid off within the Employee's prior unit and geographic location, by seniority, without regard to Group or job classification;
3. Employees eligible for recall shall be recalled to a different job classification with a minimum salary range that is up to 10% less than the salary range of the job classification from which the Employee was laid off within the Employee's prior unit and geographic location, by seniority, without regard to Group or job classification.
4. No Employee shall be recalled unless the Employee meets the minimum qualifications for the position.
5. An Employee recalled under this Subsection shall be subject to an initial probationary period in the position consistent with Section 9. Should the Employee fail the probationary period, the Employee shall be returned to the recall list and treated under this Section 14 as if they had not been recalled to the position.

L. For the sole purpose of this Section, the terms "Group" and "Office" shall be as set forth in Appendix A.

## **SECTION 15. SEVERANCE PAY**

A. Severance pay is a payment made to an Employee who is actually terminated as the result of a layoff.

B. Subject to Appendix F, the State Bar will pay severance pay of one week's salary for each completed year of employment as a regular full-time or regular part-time Employee. The maximum amount of severance pay shall be two weeks.

C. Severance payments made to Employees pursuant to this Section shall be paid on the normal State Bar paydays commencing with the payday next following the effective date of the layoff. Such payments shall be in an amount equal to the Employee's daily pay computed at his/her straight-time hourly rate, for each workday during the period that he/she has been laid off and has not been recalled to employment by the State Bar pursuant to Section 14, Subsections J and/or K. Such payments shall continue until the Employee is recalled or until he/she has received the full amount of severance pay to which he/she is entitled pursuant to Subsection B of this Section, whichever occurs first.

D. An Employee who has been recalled following a layoff shall accrue severance pay credit at the rate of .42 workdays per month (5 workdays per year) until the Employee has accrued the maximum severance pay to which he/she is entitled pursuant to Subsection B of this 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.

B. The State Bar adheres to the principle of progressive discipline. Normally, progressive discipline involves one or more verbal warnings, 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 his/her 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 him/her.

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.

## **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 1 - 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 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 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 contents of a position description, changes in a position description, and classifications, such matters being exclusively governed by the procedure set forth at Section 22.C;
3. The salaries assigned to particular classifications;
4. Work assignments and the distribution of work;
5. Any matter pertaining to the interpretation or application of the Board Powers provision of this Memorandum of Understanding;
6. Any matter which does not involve the interpretation, application or enforcement of a term of this Memorandum of Understanding;
7. The denial of promotional or transfer opportunities to internal applicants as set forth in Section 13.H and I;
8. 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 he/she submitted the grievance to his/her 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.

## **SECTION 18. EMPLOYMENT STATUS**

A. For the purposes of this Memorandum of Understanding, an Employee's employment status shall be: regular full-time; regular part-time; or casual.

B. Regular full-time status designates an Employee who is employed on a continuous full-time basis, i.e., at least forty (40) hours per week for Employees in the General Unit.

C. Regular part-time status designates an Employee who is employed on a regular and continuous basis but whose actual work schedule is less than full-time.

The State Bar shall consider requests submitted by regular full-time Employees who have been employed for at least one year to convert to part-time work schedules of no less than twenty (20) hours per week under the following conditions:

1. Conversion to part-time status shall be approved only for compelling reasons such as family care, recovery from injury or illness, special advanced education in order to qualify for other State Bar positions, or for other urgent personal reasons.
2. At least one full-time Employee in each Group, collectively counting Employees in both bargaining units, shall be permitted to convert to a part-time work schedule at a time.
3. Conversion to part-time status shall in all instances be temporary and shall not exceed six months' duration. Extensions beyond six months may be considered in instances when no other full-time Employee within the relevant group seeks conversion to a part-time schedule.

4. Wages paid part-time Employees under this Section will be prorated to reflect the percentage that their part-time schedule is to a full-time work schedule. Part-time Employees under this Section shall be entitled to insurance benefits consistent with Section 34 of this Memorandum of Understanding.

5. Accumulation of and entitlement to other benefits shall be on a prorated basis.

6. The granting or denial of a regular full-time Employee's request to convert to a part-time work schedule under this Section, or to extend said schedule beyond six months, shall be within the sole discretion of the Employee's Office Director, and shall not be subject to the grievance procedure.

D. Casual status designates an employee who is employed on a temporary or intermittent basis. Such person may be employed for a specific period or may be employed intermittently, as his/her services are required.

E. Individuals employed on regular full-time or regular part-time status shall be terminable at will during their initial probationary period. Individuals employed on casual status shall be terminable at will by the State Bar. Any such terminations shall not be subject to the grievance procedure.

F. Except as otherwise provided in Subsection I, a casual employee shall be terminated from employment with the State Bar on or before the completion of 1,000 hours of employment over the term of this Memorandum of Understanding unless he/she has applied and has been selected for a position as a regular full-time or regular part-time Employee. This Subsection F shall not apply where the casual employee is employed to replace a regular full-time or regular part-time Employee who is on a leave of absence, or on part-time status under Subsection C, above.

G. It is the intent of the State Bar from time to time to hire law clerks. A law clerk shall be defined as an individual who, at the time of hire, is currently enrolled in a law school accredited by either the American Bar Association or the State Bar of California, or has graduated from such accredited law school but has not passed the bar exam. It is the intent of the State Bar, in hiring such law clerks, to provide them with an opportunity to gain practical knowledge and experience in the law while pursuing their legal education and/or seeking admission to the practice of law.

H. The parties hereby acknowledge and agree that notwithstanding any other provision of this Section and this Memorandum of Understanding, those individuals hired as law clerks shall not have permanent positions with the State Bar and their entitlement to benefits and terms of employment shall be governed exclusively by Subsections G, H and I.

I. During the first 1,000 hours of their employment, individuals employed as law clerks shall be terminable at will and shall not be entitled to any of the benefits provided to regular full-time or regular part-time Employees under this Memorandum of Understanding. If, in its sole discretion, the State Bar determines to retain a law clerk after the completion of 1,000 hours, the law clerk shall be converted to regular full-time or regular part-time status and shall immediately receive applicable relevant fringe benefits on a prospective basis. Upon conversion, the law clerk shall become entitled to the benefits conferred by this Memorandum of Understanding. In no event shall any law clerk be employed by the State Bar for a period in excess of thirty-six (36) months.

J. No vacant position covered by this Memorandum of Understanding shall be filled by agency temporary employees for more than ninety (90) days. In the event that the State Bar notifies the Union that it is actively recruiting for the position occupied by the agency temporary employee, this period shall be extended to one hundred and eighty (180) days. This Subsection J shall not apply where the temporary agency employee is employed to replace a regular full-time or regular part-time Employee who is on a leave of absence. The State Bar shall continue to provide to the Union a weekly report identifying all temporary workers assigned to work at the State Bar. Such weekly reports shall contain position control numbers ("PCNs") whenever temporary workers are filling a vacant job position. No PCNs will be reported when temporary workers are assigned to special projects or perform overflow work.

## **SECTION 19. HOURS OF EMPLOYMENT**

A. The normal working hours for the offices of the State Bar shall extend from 7:00 a.m. until 7:00 p.m.

B. The Calendar Day is defined as the 24-hour period beginning 12:01 a.m. and ending the following evening at 12:00 midnight.

C. The Individual Workday is defined as that period of time an Employee works during the Calendar Day, normally a period of eight (8) hours.

Where practicable, the State Bar shall make a reasonable accommodation regarding the starting time of an Employee in the General Unit on a workday immediately following a workday on which the Employee was required to attend or to travel from a State Bar hearing, meeting or other official function after 8:30 p.m.

D. The Calendar Week is defined as the period of 168 hours beginning on Monday at 12:01 a.m. and ending 12:00 midnight the following Sunday.

E. The Individual Workweek is defined as those five Individual Workdays that an Employee is scheduled to work during the Calendar Week, normally a period of forty (40) hours.

F. Non-Exempt Employees shall be entitled to a fifteen (15) minute paid rest period during each half-day and shall have the option of selecting either a thirty (30) minute or a one (1) hour unpaid lunch period as part of their regular work schedule. Employees shall choose the length of their lunch period by either February 9, 2018, or their first day of employment, whichever is later. Variations to an Employee's scheduled lunch period shall be addressed through the make-up time provision in Section 20.E.8, approved by the direct supervisor, or shall be treated as tardiness or an unapproved absence if that variation was not approved in advance or is not otherwise excused by management. Lunch periods shall not be taken at the beginning or end of the workday.

G. The State Bar, at its sole discretion, shall set reasonable work schedules with start and end times within the normal working hours. Such work schedules may include, but not be limited to, alternative work schedules such as part-time, compressed work week, job share, telecommuting, which, with the Employee's agreement, may alter the normal working hours. Participation in alternative work schedules is not an employee benefit nor subject to the grievance procedure. It is entirely voluntary and either party (the Employee or the State Bar) may discontinue participation at any time for any reason.

H. In the event that an Employee believes a denial of his or her request to work on an alternative work schedule is inequitable or unreasonable, because access to the grievance procedure is not permitted under the MOUs, the Employee may discuss the matter with his or her immediate supervisor or first level manager. If the concern has not been resolved in a timely manner and to the Employee's satisfaction, the matter may be raised with higher management including the Chief Administrative Officer. The Employee will have the right to Union representation during any of the above discussions. This procedure is intended to be informal. Therefore, there is no requirement to reduce complaints or responses to writing, and the Employee or the Employee's supervisor or first level manager may skip steps in the above procedure. See Appendix C

## **SECTION 20. OVERTIME/COMPENSATORY TIME**

A. It is the intent and the policy of the State Bar that overtime be kept to a minimum and that personnel planning and staffing be handled in such a way as to reflect this intent. However, in the conduct of the State Bar's business, it is reasonable to expect that overtime will be required from time to time. Therefore, when an Employee must necessarily work beyond the individual workweek, the provisions outlined below will apply.

B. EXEMPT EMPLOYEES. An Exempt Employee is any individual employed by the State Bar in a bona fide executive, professional or administrative capacity as those terms are defined in the Fair Labor Standards Act. As set forth in Appendix G, Exempt Employees are not eligible for overtime compensation.

C. Where an Exempt Employee is notified at least one (1) week in advance that he/she is required to attend a State Bar meeting or function on a weekend, he/she shall be accorded, where practicable, an equal amount of time off within seven (7) working days of the weekend meeting or function. Where it is not practicable to schedule such time off within seven (7) working days of the meeting or function, the time off shall be scheduled at a mutually convenient time.

D. Exempt Employee absences, including absences of less than one day, are governed by Appendices E and G.

E. NON-EXEMPT EMPLOYEES. A Non-Exempt Employee is any individual employed by the State Bar to perform duties that are not executive, professional or administrative in nature as those terms are defined in the Fair Labor Standards Act. Non-Exempt Employees are eligible for overtime pay as follows:

1. Time and One-Half Overtime: Chargeable time worked in excess of eight (8) hours during the Calendar Day or forty (40) hours during the Calendar Week will be paid at one and one-half (1-1/2) times the Employee's Applicable Rate of Pay, as defined in Section 20.E.7, below.
2. Double Time: Time worked on the seventh consecutive day of a Calendar Week will be paid at two (2) times the Employee's Applicable Rate of Pay.
3. Chargeable Time is defined as (1) all hours actually worked during the Calendar Week, (2) paid holidays, (3) jury duty, (4) military leave, and (5) paid sick leave, which is taken because of the Employee's illness.
4. Non-chargeable Time is defined as paid time-off during a Calendar Week not included in the forty (40) hour requirement for overtime payment. Non-chargeable time includes, but is not limited to, paid sick leave, which is not taken because of the Employee's own illness, paid personal leave, vacation and bereavement leave.
5. Authorization of Overtime: The Employee must obtain the authorization of his/her immediate supervisor/manager prior to working any time in excess of the Individual Workweek or the Individual Workday. Thereafter, in order to attest to the accuracy and validity of such overtime, the immediate supervisor/manager must sign the Employee's time card.
6. Unauthorized Overtime: There shall be no unauthorized overtime permitted under any circumstances.
7. Applicable Rate of Pay is defined as the greater of either (a) a non-exempt employee's straight time hourly rate as of the last pay period in 2017 or (b) a non-exempt employee's straight time hourly rate in effect when the overtime Chargeable Time was worked by the non-exempt employee.

8. With the advance approval of his or her immediate supervisor, a non-exempt Employee may make up, up to four (4) hours per pay period for occasional absences from work for medical, dental or eye care of the Employee or a member of his or her immediate family, including a domestic partner, or for school-related functions of minor children that cannot be accommodated at times other than during the individual work day. The time must be made up within the same pay period of the absence. Approval of such requests shall not be unreasonably denied by supervisors. Employees will not make such requests excessively. Time made up under this provision shall not constitute overtime under this Section.

## **SECTION 21. OUTSIDE EMPLOYMENT**

An Employee may engage in outside employment so long as prior written approval is given by the Employee's Office Director and such employment neither conflicts with the performance of the Employee's duties nor presents an actual or substantial potential conflict of interest for the Employee or the State Bar. Employer approval will not be unreasonably denied.

## **SECTION 22. WAGES AND CLASSIFICATIONS**

A. The job classifications and associated salary ranges covered by this Memorandum of Understanding shall be as set forth in Appendix B attached hereto and made a part hereof.

B. The general rule is that the State Bar will offer newly hired Employees starting salaries at the minimum of the applicable salary ranges for the vacant positions they will be occupying. The State Bar has the discretion to deviate from this general rule under the following circumstances:

1. An applicant has, in the judgment of the State Bar, exceptional qualifications (such as advanced education, job experience, licensure/certification or special skills that the State Bar deems relevant for a vacancy); or
2. Recruitment difficulties in the job classification to which the applicant is being hired; or
3. A former State Bar employee returning to the State Bar into a position he or she previously held.

The State Bar shall provide the Union with a monthly report listing the names of all Employees that have been newly hired at above the minimum salary for their job classification, the dates of hire, their starting salaries, and a brief statement identifying the circumstances supporting deviating from the general rule.

The State Bar's decision to hire at above minimum of the applicable salary range shall not be subject to the grievance process. However, the State Bar's failure to provide the above-described monthly reports of those hired at above the minimum shall be subject to the grievance process. No other aspect of Section 22.B shall be subject to the grievance process.

C. An Employee who is employed in a newly created position, or who is employed in a position for which the job description has been materially changed and either believes that (a) the job description for his/her position no longer accurately reflect the duties and responsibilities of that position; or (b) an incorrect job classification and/or salary range has been assigned to his/her position may request review of those issues in the following manner:

1. A written request for review of the aforementioned issues must be submitted, along with all necessary supporting documentation, to the Chief Administrative Officer, or designee, within ninety (90) calendar days of initial employment, assignment of an incorrect job classification, or modification of the job description, whichever is applicable.
2. At the end of each quarter of each year, the Chief Administrative Officer shall review the requests made that quarter. Within thirty (30) days of the end of the quarter, the Chief Administrative Officer shall either deny the requests or change the job classification and/or job description. If the Chief Administrative Officer fails to deny or grant the request within the thirty (30) day period, the request shall be deemed denied.
3. If the requests are not satisfactorily resolved by the above action, at the request of the Union, the requests shall be reviewed by a classification expert designated by the State Bar and the Union who shall review the request and either deny it or direct that the job description and/or classification of the Employee be modified. This decision shall be final and binding. The cost of the classification expert shall be borne equally by the State Bar and the Union.
4. The Union may represent Employees at any stage of the above procedure and initiate requests on its own. The above procedure is the exclusive procedure to address these issues. The decisions made shall not be subject to the grievance procedure.
5. Employees shall work as directed by the State Bar during the pendency of the review procedure set forth in Subsection B. Any change in an Employee's wages resulting from a request hereunder, shall be retroactive to the date the request was filed.

D. Employees shall receive the following salary adjustments:

1. Following ratification by the Union membership and the State Bar's Board of Trustees of the 2018-2019 Memorandum of Understanding, all

Employees shall receive, retroactive to January 1, 2018, a salary increase of at least 3.6% over their salary as of the last period of 2017. This salary increase may consist in whole or in part of increases Employees may receive for moving up to the minimum of the new salary ranges associated with Employees' new job allocations. Employees who experience less than a 3.6% increase for moving up to the new salary minimums, shall receive a further salary adjustment to bring them up to a total salary increase of 3.6%.

2. In January 2020 all Employees will receive a lump sum cost of living adjustment equal to 3.5% ("2019 COLA"). The 2019 COLA payment will be based on the total salary earned by employees in the 2019 calendar year, including income received from the use of accrued vacation leave and sick leave, overtime pay and merit adjustments. Any income received by employees from the California State Disability Insurance ("SDI") program, long-term disability payments, catastrophic leave bank donations, or bonus payments will not be subject to the 2019 COLA. At the time of the payment of the 2019 COLA, the State Bar will also make a one-time interest payment on the employee's individual 2019 COLA payment at the "Federal Fund" rate set by the U.S. Federal Reserve in effect on January 1, 2020. All employees who worked at the State Bar for any portion of 2019 will be entitled to the lump sum COLA payment and the one-time interest payment. Beginning on January 1, 2020, the annual salaries of all employees will be adjusted upward by a percentage equal to the 2019 COLA.

The Union and the State Bar commit to working in good faith and to the extent reasonably possible to achieve in the bill authorizing the State Bar's 2020 licensing fees, an increase in the individual licensing fees assessed on California attorneys that is both meaningful and sustainable and that ensures that the State Bar will be able to carry out its public protection mission and appropriately invest in its workforce.

3. The State Bar will grant employees regular merit salary increases for satisfactory performance. To effectuate this, effective on Employee anniversary dates in 2018 and after, and assuming a "Meets Requirements" or better overall performance rating on performance evaluations, Employees shall be granted a 5% increase to their salaries.

E. Employees shall receive no less than the minimum of the salary range for the job classification in which they are being employed, as reflected in Appendix B.

F. Except as set forth in Section 20.G, below, in no event shall an Employee receive a salary, salary increase, lump sum, or bonus in excess of the maximum of the salary range for the job classification in which he or she is employed.

G. Employees may receive wages in excess of the maximum of the salary range for their position in the following instances:



1. Any Employee who has, based on the last pay period of 2017, a salary that exceeds the new salary maximum of his or her job classification shall maintain his or her prior and higher salary. This shall be referred to as "red-circling." A red-circled Employee shall receive no future salary adjustment unless Subsections 22.G.2 or 22.G.3 or 22.G.4 apply.

2. If a red-circled Employee is granted a promotion to a job classification with a higher salary range, but his or her red-circled salary still exceeds the salary maximum for the promotional position, that Employee shall receive a 5% salary increase at the time of the promotion.

3. Every Employee who expressly has and routinely exercises supervisory authority over subordinate employees shall earn at least a 5% wage differential over his or her highest paid subordinate employee. This standard applies even when a supervising Employee is red-circled.

4. Pursuant to Section 22.D.1, above, every Employee will receive at least a 3.6% salary increase retroactive to January 1, 2018, even if that Employee is red-circled or if the 3.6% increase will exceed the salary maximum for his or her new allocated position.

H. Each Employee shall receive an annual written performance evaluation from his/her first level manager on or about the anniversary date of his/her employment in his/her current position.

I. An Employee who transfers or is promoted to another job classification shall receive an interim performance evaluation from his/her former first level manager on or about the effective date of his/her promotion or transfer. On transfers, the interim performance evaluation will not result in any pay increase or change in anniversary date.

J. An Employee who is promoted to a position in a job classification with a salary range that is at least 5% higher than his/her prior position, shall receive a salary increase of not less than five percent (5%). If an employee is promoted to a position that has a salary range that is less than five percent (5%) higher than his/her prior position, the employee shall be placed within the salary range for his/her new position proportionally equivalent to the employee's placement within the salary range of his/her prior position. For example, if this employee was at the midpoint of his/her prior salary range, he/she will be placed in the midpoint of the salary range of the employee's new position. On promotions, the anniversary date shall thereafter be the anniversary date of the promotion.

K. The performance rating given to an Employee may only be reviewed in accordance with the following procedure:

1. An Employee who disagrees with his/her overall performance rating on a performance evaluation shall initially take up such disagreement with his/her first level manager or designee in an attempt to settle the matter on an

informal basis. An Employee's disagreement with a performance rating of "Meets Requirements" shall not proceed beyond this stage.

2. Step I - If the Employee's disagreement with an overall performance rating of "Needs Improvement" is not satisfactorily resolved through informal discussion, the Employee may file a complaint at Step I of this Subsection.

Such complaints shall be reduced to writing by the Employee and the Union and submitted to the Employee's first level manager or designee. Such written statement of disagreement shall contain the following:

- a. A clear statement of the matter(s) contained in the performance rating with which the Employee disagrees;
- b. The Employee's anniversary date;
- c. The date of the Employee's receipt of the evaluation containing his/her performance rating;
- d. The signature of the Employee;
- e. The signature of the Union Steward.

In order to be valid, the Employee's written statement of disagreement with his/her performance rating at Step I must include the aforementioned information and must 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 of the Employee's receipt of his/her performance rating.

The first level manager or designee, the Employee 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 Employee's disagreement with a performance rating of "Needs Improvement" is not satisfactorily settled at Step I and the Employee and the Union wish to proceed to Step II, a written request to proceed signed by the Employee and the Union Steward must 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, 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 Employee's disagreement with a performance rating of "Needs Improvement" is not satisfactorily settled at Step II, a request to proceed to Step III shall be reduced to writing, signed by the Employee involved and the Field Representative and 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, the Chief Administrative Officer or designee, the Employee 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 ten (10) working days of such meeting.

5. Step IV - If the Employee's disagreement with a performance rating of "Needs Improvement" is not satisfactorily settled at Step III and the Employee and the Union wish to proceed to Step IV, the Employee and the Union may request review of the matter by an impartial arbitrator. Such written request shall be submitted, signed by the Employee and the Field Representative, to the Chief Administrative Officer or designee within ten (10) working days after the Step III written response is rendered.

6. The review of an Employee's performance rating by an impartial arbitrator pursuant to this Subsection shall proceed in the following manner:

a. 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.

b. 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.

c. The arbitrator's decision shall be final and binding upon the State Bar, the Union and the Employee.

d. The arbitrator shall have no power to add to, subtract from, or change any of the provisions of this Subsection or any other provision of the Memorandum of Understanding.

e. The fees and expenses incidental to the arbitration including the fees and expenses of the arbitrator and excluding attorneys' fees and costs shall be borne equally by the parties.

f. The arbitrator shall have the authority only to determine whether the State Bar has been arbitrary, capricious or discriminatory in its conduct of the Employee's performance evaluation.

g. The arbitrator shall have no power to independently evaluate an Employee's performance.

7. The review procedure set forth in this Subsection shall constitute the sole means by which an Employee may obtain review of his/her performance rating.

8. Any dispute regarding an Employee's performance rating shall be deemed abandoned unless initiated and appealed within the time limits specified in this Subsection. The time limits provided for in this Subsection may be extended or waived only by mutual agreement in writing between the State Bar and the Union.

L. Paydays shall be bi-weekly on alternating Fridays. If a payday falls on a holiday, the payday shall occur on the preceding workday.

M. Copies of written descriptions of the job classifications identified in Appendix B shall be made available to the Union and/or Employee upon request. Copies of new or modified job descriptions shall be forwarded to the Union and shall be provided to affected Employees.

N. The State Bar shall comply with all provisions of the Meyers-Milias-Brown Act regarding designation of Management and Confidential Employees.

O. An Employee who is appointed to temporarily fill a position with a higher salary range shall be paid a differential equal to the minimum salary in the salary range of that temporary position, or five percent (5%) in excess of his/her current State Bar salary, whichever is greater, during the period of time that he/she is temporarily filling such position provided that he/she is performing all of the major tasks and responsibilities of that temporary job classification. This Subsection shall not apply to an Employee who is appointed to temporarily fill a position with the same or lower salary range than his/her current position. No position covered by this Memorandum of Understanding shall remain unposted for more than sixty (60) days while filled on an acting basis. In no event shall the position continue to be filled on an acting basis for more than six (6) months.

- P. Employees shall be eligible for a bilingual differential as follows:
1. Employees who have been approved by the State Bar as demonstrating ability in a language in addition to English and who are available at the option of the State Bar to take bilingual calls and perform bilingual work on an “on-call” basis, shall be eligible for a bilingual differential in the amount of \$30.00 for each bi-weekly pay period they are approved to be “on-call.”
  2. Employees who have been approved by the State Bar as demonstrating ability in a language in addition to English and who are routinely assigned bilingual work by the State Bar on a regularized rotational basis, shall be eligible for a bilingual differential in the amount of \$60.00 for each bi-weekly pay period they are approved to receive rotational bilingual assignments.
  3. Employees eligible for the \$30.00 “on-call” differential, who demonstrate through credible time records that they are using bilingual skills in the performance of at least 10% of their job duties for the State Bar, shall be eligible for the \$60.00 bilingual differential for each biweekly pay period they do so.
  4. Unless bilingual ability is a requirement for the position or covered by this Subsection, an Employee’s use of bilingual skills is voluntary.

**SECTION 23. WORKING CONDITIONS**

- A. The State Bar shall comply with all applicable local, state and federal laws regarding the health and safety of Employees.
- B. The State Bar agrees that work assignments and the distribution of work insofar as practical will not be made in an inequitable and unreasonable manner. The Union agrees that work assignments and the distribution of work are solely the State Bar’s prerogative and not subject to the grievance procedure.
- C. In the event that an Employee believes his or her work assignment(s) to be inequitable or unreasonable because access to the grievance procedure is not permitted under the MOU, the Employee may discuss the matter with his or her immediate supervisor or first level manager. If the concern has not been resolved in a timely manner and to the Employee’s satisfaction, the matter may be raised with higher management including his or her Office Director or the Chief Administrative Officer. The Employee will have the right to Union representation during any of the above discussions. This procedure is intended to be informal. Therefore, there is no requirement to reduce complaints or responses to writing, and the Employee or the Employee’s supervisor or first level manager may skip steps in the above procedure.

1. The State Bar and the Union shall create a joint Union General Bargaining Unit/State Bar Work Assignment's Task Force composed of eight (8) members. The State Bar shall appoint four (4) members and the Union shall appoint four (4) members. The goal of this Task Force will be to establish "yardsticks" to measure workloads/assignments. These yardsticks will consider both quantifiable measures such as the number of assigned cases or the number of unfilled positions in a work unit, as well as less measurable areas such as the difficulty of certain types of cases/assignments. It is the intention to develop a recognized maximum expectation for workloads/assignments to relieve Employees of concerns of unreasonable discipline or denial of time off. Yardsticks are not to be used as productivity measures.

D. The delivery of State Bar services in an efficient, effective and courteous manner is of importance to the State Bar and its Employees. Such achievement is recognized to be a mutual obligation of the Union and the State Bar within their respective roles and responsibilities.

E. Dress Code. The Union and the State Bar agree that dress worn to work shall not be indecent or unsafe and shall present a professional image consistent with Employees' work assignments.

1. At all times, Employees shall not wear to work any of the following: dress that reveals undergarments or is otherwise objectionable to the reasonable observer; flimsy shoes such as rubber flip flops, sneakers or tennis shoes, or other foot wear that creates safety risks; sweat clothes or gym wear; overalls or utility pants designed for outdoor labor; or clothing that is soiled or has holes or rips. The prohibition on gym wear shall not apply for the period Employees are coming to or leaving a work station. Upon a first violation of these standards, Employees shall receive an oral counseling and may also be required to return home to change clothing with no loss of compensation. Subsequent to a first oral counseling, violations may result in progressive discipline under Section 16 [Discipline].

2. Beyond the above, Employee dress shall present a professional image consistent with the Employee's work assignments. The State Bar's standard professional image is business casual dress (which excludes jeans, T-shirts and tennis shoes). The State Bar's professional image for court and other professional appearances is formal business attire, such as a dress suit or a suit and tie. Employee dress is a component of the Annual Performance Evaluation rating category "Professionalism/Presentation" and is subject to evaluation consistent with the Employee annual performance evaluation process governed by Section 10 [Evaluations].

3. Every Friday, Employees shall be permitted to wear casual clothing, subject to the requirements of Subsection 23.E.1, above, when not engaged in work assignments that require formal business attire. Casual dress

includes jeans that are neat, clean and otherwise consistent with Section 23.E.

## **SECTION 24. HOLIDAYS**

- A. The following are recognized as paid holidays for all regular full-time and regular part-time Employees: New Year's Day, Martin Luther King's Birthday (as provided by federal law), President's Day, Cesar Chavez' Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, the day following Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve.
- B. Holidays shall be celebrated on the day designated by the State Bar.
- C. Employees not on paid status will not receive holiday time off or holiday pay.
- D. Any Employee required to work on a paid holiday will be given a day off with pay in lieu thereof within thirty (30) calendar days of that paid holiday.
- E. Any Non-Exempt Employee required to work on a paid holiday and not choosing a day off in lieu thereof shall be paid at one and one-half (1-1/2) times the Non-Exempt Employee's straight time hourly rate for each hour actually worked on the paid holiday, in addition to a day's pay computed at the Non-Exempt Employee's straight time hourly rate.

## **SECTION 25. VACATIONS**

A. Regular full-time Employees shall accrue vacation from date of hire at the following rates: Employees with less than three (3) years of service: 5/6 workdays per month (10 work days per year); Employees with at least three (3) but less than ten (10) years of service: 1-1/4 workdays per month (15 work days per year); Employees with at least ten (10) but less than fifteen (15) years of service: 1-2/3 workdays per month (20 work days per year); Employees with fifteen (15) years of service or more: 2-1/12 workdays per month (25 work days per year).

Regular part-time Employees shall accrue vacation on a pro rata basis.

B. Employees may request, and if approved, use accrued vacation time during their initial probationary period. However, using vacation time during an Employee's initial probationary period shall extend his or her probationary period. Probationary periods shall be extended in one week increments, rounded up to the nearest week. For example, using one to five days of vacation shall extend the probationary period by one week, and use of six to ten days of vacation will extend the probationary period by two weeks. Extensions of an initial probationary period by this subsection will not alter an Employee's anniversary date.

C. If a paid holiday falls during an Employee's vacation, that day shall not be charged as a day of vacation.

D. Vacations are scheduled at a time mutually agreeable to the State Bar and the Employee. If a conflict in scheduling occurs that cannot be equitably resolved by other means, seniority will prevail.

E. Non-exempt employees may schedule and take vacation time in one hour increments. Exempt employees may schedule and take vacation in half day or greater increments.

F. Accrued vacation days may be used in place of Paid Sick Leave days when the latter are exhausted.

G. An Employee shall not accrue more than thirty (30) days of vacation.

H. Employees who have fifteen (15) or more days of accrued and unused vacation, may, upon written notification to the Office of Human Resources, cash in accrued and unused vacation in increments of one week, one at a time, not to exceed a total of two weeks per calendar year.

## **SECTION 26. PAID PERSONAL LEAVE AND PAID SICK LEAVE**

A. Paid Sick Leave is generally approved only for absences due to illness, medical care, dental care or eye care of the Employee or a member of his/her immediate family, including a domestic partner, that cannot be accommodated at times other than during normal State Bar working hours.

B. Paid Personal Leave is approved only for absences for personal business reasons including, but not limited to, family emergencies, legal proceedings to which the Employee is a party, religious holidays and school-related functions of minor children. Paid personal days cannot be used as vacation.

C. It is, in all cases, the obligation of the Employee to notify his/her immediate supervisor or manager when the Employee will be absent from work for any of the reasons set forth in Subsections A or B. Such notification should be made in advance of the absence if at all possible. In general, such notification shall be made by 9:30 a.m. of the working day upon which the absence occurs.

D. Regular full-time and regular part-time Employees are eligible to use any accrued Paid Sick Leave from the onset of employment. However, using Paid Sick Leave during an Employee's initial probationary period shall extend his or her probationary period. Probationary periods shall be extended in one week increments, rounded up to the nearest week. For example, using one to five days of Paid Sick Leave shall extend the probationary period by one week, and use of six to ten days of Paid Sick Leave will extend the probationary period by two weeks. Extensions of an initial probationary period by this subsection will not alter an Employee's anniversary date.



Regular full-time and regular part-time Employees are eligible for Paid Personal Leave when the conditions set forth in subsection 26.B have been met, except that Employees may not take their Paid Personal Leave until after three months of continuous service. The taking of Paid Personal Leave will not increase the duration of an initial probationary period.

E. Regular full-time Employees accrue Paid Sick Leave credit at the rate of .833 workdays per month (10 work days per year). Regular part-time Employees accrue Paid Sick Leave on a pro rata basis.

F. Medical proof of illness may be required if the Employee has a pattern of absences or a history of Sick Leave abuse, or if there is other reasonable basis for doubt as to the legitimacy of the Employee's Sick Leave claim.

G. An Employee may take a maximum of two (2) Paid Personal days per calendar year. Employees will not be paid for Paid Personal days not taken.

H. An Employee shall not carry over more than seventy (70) days of accrued Paid Sick Leave from one calendar year to the next.

I. Upon retirement, an Employee may obtain service credit for accrued and unused sick leave to the extent allowed by the California Public Employee Retirement System (CalPERS). In the alternative, upon retirement, voluntary resignation or layoff from employment with the State Bar, an Employee who has completed one (1) full year of continuous employment with the State Bar as a regular full-time or regular part-time Employee may request to be paid for up to a maximum of thirty (30) days of his/her accrued but unused Paid Sick Leave. Payment for such accrued but unused Paid Sick Leave shall be made by the State Bar at the rate of twenty-five percent (25%) of the Employee's daily salary at the time of his/her retirement, voluntary resignation or layoff.

J. Adoption of this Memorandum of Understanding by the Board shall constitute the election specified in Unemployment Code Section 710.5 for the participation of Employees in the State Disability Insurance Program.

K. An Employee who is eligible for Paid Sick Leave and for State Disability Insurance and who is absent from work pursuant to Subsection A of this Section may elect to receive compensation from the State Bar for each accrued Paid Sick Leave day, which he/she takes, less that amount, which the Employee receives pursuant to State Disability Insurance benefits to which he/she is entitled.

L. An Employee who is absent from work pursuant to Subsection A of this Section shall have deducted from his/her accrued Paid Sick Leave only that portion of such Paid Sick Leave days for which he/she has been compensated by the State Bar.

## M. CATASTROPHIC LEAVE BANK

Each calendar year an Employee may elect to donate the value of up to a combined total of five (5) days' sick leave or vacation time in full day increments to the catastrophic leave bank. This bank will be available only to Employees when a non-work related catastrophic injury or illness occurs.

1. The following definitions shall be used in the application of this provision.
  - a. Catastrophic illness or injury is defined as a (1) non-work related illness or injury, (2) medically certified by a physician to be serious, debilitating and disabling and which in the opinion of the certifying physician is expected to incapacitate the Employee on a long term basis (no fewer than thirty (30) calendar days) precluding the Employee from working for that period and (3) which creates a financial hardship because the Employee has exhausted all of his/her sick bank and other paid time off.
  - b. The value of the donation shall be based upon the donor's current daily base salary rate or current base hourly rate.
2. An Employee who elects to donate the value of a paid time off day to the bank shall provide written notice to the Chief Administrative Officer or designee in December of each year. Such donations shall be deducted from the donor Employee's account.
3. If available, payments from the bank may be made:
  - a. Upon the request of the ill or injured Employee; and
  - b. Upon determination by the Chief Administrative Officer that the Employee is unable to work due to a medically verified non-work related catastrophic illness or injury; and after
  - c. The Employee has exhausted all paid and other time off.
4. Upon receipt of a request for catastrophic leave payments, the Chief Administrative Officer or designee, will ensure the applicant meets the criteria set forth above. Distributions from the catastrophic leave bank will be used solely to:
  - a. Maintain in effect the ill or injured Employee's State Bar health insurance at the time the Employee became incapacitated;
  - b. Replenish the ill or injured Employee's exhausted sick leave bank with paid sick leave up to an amount not to exceed the twelve

(12) weeks an employee is on medically approved (FMLA) medical leave due to the Employee's illness or injury;

c. Distributions to any Employee from the bank, under Subsection 4.a above, shall not be for a period in excess of eighteen (18) continuous months for any one catastrophic illness.

5. The State Bar will make distributions from the catastrophic leave bank equally to all who apply and are eligible to receive. Should the demand be greater than funds in the bank, the bank will not make further distributions until either the leave bank is replenished or demand can be accommodated.

6. The State Bar will provide all Employees seeking any long term leave of absence, including FMLA qualified and ADA/FEHA leaves, with written notice that Catastrophic Leave is available and that they may apply for such leave.

7. Any dispute regarding this Subsection M of the Memorandum of Understanding will not be subject to the grievance procedure.

#### **SECTION 27. BEREAVEMENT LEAVE**

In the event of a death in the immediate family (i.e., spouse, including domestic partner; child, including foster, step or adopted; parent; brother; sister; father-in-law, including father of domestic partner; mother-in-law, including mother of domestic partner; grandparent; grandchild, aunts and uncles), Employees shall be entitled to bereavement leave of five (5) days with pay to attend a funeral. Such leave shall not be charged to vacation, paid personal leave or paid sick leave.

#### **SECTION 28. JURY/WITNESS DUTY**

In the event that an Employee is called for Jury Duty or is subpoenaed to appear as a witness in a state or federal court proceeding in which the Employee is not a party nor has an economic interest, the Employee will receive his/her salary, less that amount to which the Employee is entitled as "juror's compensation" or "witness fees." In no instance will the Employee realize less salary than he/she would have otherwise received, had the Employee not been called for Jury Duty or subpoenaed to appear as a witness.

#### **SECTION 29. MILITARY LEAVE**

Military leave and accompanying rights will be granted as provided by law.

#### **SECTION 30. 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 not exceed a period of twenty-six (26) workweeks.

C. Leaves of absence will be approved only for compelling reasons such as prolonged illness, recovery from surgery or accidental injury, maternity/paternity following the birth or adoption of a child, family or personal emergencies or other similar instances. 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 his/her 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 he/she 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.

### **SECTION 31. COMPULSORY LEAVES OF ABSENCE**

A. The State Bar may require an Employee who has been formally charged in a court of competent jurisdiction with the commission of any felony or of a misdemeanor involving moral turpitude or an Employee against whom a Notice to Show Cause has issued to take a compulsory leave of absence pending determination by way of plea, finding or verdict at the trial court level as to the guilt or innocence of said Employee or, in the case of an attorney disciplinary proceeding, a recommendation for imposition of discipline by the State Bar Court or approval by a judge of the State Bar Court of a stipulation as to facts and discipline.

B. Such compulsory leave shall be with pay for the first three (3) months of such leave but shall, thereafter, be without pay.

C. If there is a finding of not guilty or the charges are dropped, the Employee shall be reinstated to his/her position, if such position still exists, with return of all benefits; subject, however, to appropriate disciplinary action if warranted under the circumstances. Such disciplinary action shall not be warranted where there has been a finding of "no culpability" in a prior State Bar attorney disciplinary proceeding.

D. If there is a determination of guilt, the State Bar may take appropriate disciplinary action.

### **SECTION 32. EDUCATION AND TRAINING**

A. Employees required by the State Bar to attend job-related educational or training sessions shall do so without loss of pay or any out-of-pocket expense. The term “required” as used herein does not apply to Minimum Continuing Legal Education requirements for attorneys and nothing in this Section shall be deemed to require the State Bar to allow Employees to attend any program for Minimum Continuing Legal Education credits without loss of pay or any out-of-pocket expense.

B. Employees attending non-required job-related educational or training sessions may do so without loss of pay or any out-of-pocket expense upon prior written approval by the Employees’ Office Director.

### **SECTION 33. EXPENSE REIMBURSEMENT**

A. Employees who are on travel status and are required to travel in the course of performing their duties or who incur other authorized costs in the transaction of State Bar business shall be reimbursed in accordance with the State Bar’s Travel and Business Expense Policy adopted by the Board of Trustees.

B. On those occasions when an Employee is not on “travel status” but is required by the State Bar to attend a meeting or function at which he/she purchases a meal, or is required by the State Bar to stay overnight away from his/her home, the Employee shall be reimbursed in accordance with Subsection A above. This provision shall apply to those Employees who are required to administer the California Bar Examination.

C. Nothing in Subsection B shall prohibit the State Bar from taking such prospective action as may be necessary to remedy or prevent abuse of the meal reimbursement set forth in that Subsection.

D. Reimbursements will be made within ten (10) days upon submission of proper forms, together with receipts and documentation.

E. In no case shall reimbursements for Employees’ travel expenses be less than the amounts paid to members of the Board of Trustees under overall State Bar policy regarding reimbursements for State Bar travel.

F. Except where advance approval is specifically required by the Travel and Business Expense Policy adopted by the Board of Trustees, reimbursement for expenses under this Section shall not be denied to an Employee based solely on failure to secure advance approval where it is not possible for the Employee to secure such approval.

## **SECTION 34. INSURANCE BENEFITS**

A. During the term of this Memorandum of Understanding, the State Bar agrees that Employee medical benefits shall be provided through medical plans negotiated and administered by the California Public Employees Retirement System ("PERS") under the authority of the Public Employees' Medical & Hospital Care Act ("PERS Medical"). Dental and Vision insurance benefits offered to Employees will continue to be negotiated for directly by the State Bar.

B. Each Employee will contribute to the cost of medical health insurance and dental insurance coverage as follows:

Twenty percent (20%) of the total monthly premium cost for the coverage selected by the employee. The premium cost will vary among three levels of coverage: 1) single party; 2) two party; and 3) family coverage.

C. During the term of this Memorandum of Understanding, vision and life insurance benefits will be maintained at levels comparable to those in effect on December 31, 2002.

D. Any Employee who elects not to participate in the medical insurance benefits sponsored by the State Bar and who can provide written proof of alternative and acceptable medical insurance coverage through another source shall receive a monthly cash payment of One Hundred-Thirty Dollars (\$130), less applicable taxes, if any. Employees may elect to receive the \$130 cash payment in lieu of medical insurance benefits either at the onset of employment with the State Bar or during subsequent open enrollment periods.

E. The State Bar will maintain an Employee Assistance Program (EAP) during the term of this Memorandum of Understanding.

F. Domestic Partner health insurance coverage shall be offered to Employees.

G. Employee paid long term disability insurance coverage shall be offered to employees at no expense to the State Bar.

H. The State Bar will offer an Internal Revenue Code Dependent Care Reimbursement Account Program to employees.

I. The State Bar will offer an Internal Revenue Code Health Care Reimbursement Account Program to Employees.

## **SECTION 35. RETIREMENT**

A. The State Bar shall pay to PERS the full amount of the State Bar Employer contribution for each Employee who is or becomes a member of PERS pension system.

B. Effective with the payday completing the first full payroll period in January 2014, for each Employee who is or becomes a member of PERS pension system, the Employee contribution to PERS shall be deducted from the Employee's salary and paid to PERS on behalf of the Employee.

C. Unit Employees shall be entitled to participate in an Internal Revenue Code (IRC) Section 457B deferred compensation plan.

D. The State Bar shall provide to those bargaining unit retirees deemed eligible by PERS the statutory minimum retiree medical benefit required under Public Employees Medical & Hospital Care Act ("PEMHCA"). All eligibility decisions are to be made by PERS. Generally, PERS requires that retirees be drawing a retirement warrant and have worked for a contracting agency for at least five years to be eligible for PEMHCA minimum retiree medical benefit.

### **SECTION 36. EMPLOYER-EMPLOYEE RELATIONS COMMITTEE**

A. The Union and the State Bar shall reconstitute a joint Employer-Employee Relations Committee composed of seven (7) members. The State Bar shall appoint three (3) members, one of whom shall be the State Bar's Chief Administrative Officer or designee. The Union shall appoint two (2) members from Northern California and two (2) members from Southern California. The Union Business Agent(s) shall also be permitted to attend.

B. The Committee shall be jointly chaired by Union and management designees and shall meet on a quarterly basis. The Committee is understood to be an advisory Committee and none of its discussions are binding on either party. The Committee shall discuss issues of mutual interest to the State Bar, Employees and the Union, excluding issues relating to pending grievances and including such things as:

1. Issues related to exempt status, including but not limited to the requirement that exempt employees complete timesheets;
2. The distinction between the Attorney job classification and the Senior Attorney job classification;
3. Equal Employment Opportunity and other means of promoting and enhancing employment opportunities and opportunities for upward mobility at the State Bar;
4. Health and safety issues;
5. Other matters of mutual concern, including ways to improve communication, seek out issues on which the parties may act cooperatively, and seek to deal pro-actively with areas of potential conflict.

C. The Committee established by this Section shall not constitute a labor/management safety and health committee as provided under Title 8, Chapter 4 Section 3203 of the California Administrative Code.

D. Because the Committee is advisory in nature, nothing contained in this Section shall be subject to the grievance procedure.

### **SECTION 37. PROHIBITION OF STRIKES**

A. During the term of this Memorandum of Understanding or any extension thereof, neither the Union nor its agents or representatives, nor any Employees, shall engage or participate in any strike, sympathy strike, work stoppage, picketing which interferes with the operations of the State Bar, refusal to cross any picket line or any other concerted interruption of work, and the State Bar shall not lock out Employees, whether or not the underlying dispute is arbitrable or is alleged to be violative of the provisions of the Meyers-Milias-Brown Act.

B. If any action or activity prohibited by Subsection A of this Section occurs, the Union shall make every reasonable effort to ensure that all such prohibited activity or action ceases.

C. Any Employee who participates in any activity or action prohibited by Subsection A of this Section shall be subject to discipline, up to and including discharge, provided, however, that such Employee shall have recourse to the procedures set forth in Sections 16 and 17 of this Memorandum of Understanding.

### **SECTION 38. BACHELOR DEGREE MINIMUM QUALIFICATION REQUIREMENT FOR CERTAIN GENERAL UNIT JOB CLASSIFICATIONS**

It is agreed that the Minimum Qualifications for General Unit Job Classifications listed below will include a minimum educational qualification of having obtained a Bachelor's Degree:

- Paralegal
- Probation Case Specialist
- Paralegal Supervisor
- Investigator I
- IT Analyst I
- IT Business Systems Analyst I
- Investigator II
- Financial Analyst
- Program Analyst
- Public Information Officer
- IT Analyst II
- IT Business Systems Analyst II
- Investigator III



- Senior IT Analyst
- Senior IT Business Systems Analyst
- Senior Financial Analyst
- Senior Program Analyst
- Program Supervisor

Current Employees in the above-listed job classifications who occupied job positions classified as being in former Job Grades 9 through 10B as of January 1, 2013, and who previously received credit for work experience in lieu of academic degree requirements to meet minimum qualifications to interview for their positions will 1) be allowed to “bump” in the event of a layoff, as if they had the academic minimum degree requirements for the positions in the “bumping” chain and 2) will be allowed to interview for promotional opportunities as if they had the academic degree requirements now required under the job descriptions. This is limited to the academic degree requirements and does not affect other minimum requirements.

Applicants for the above-listed job classifications will be considered to meet the academic degree minimum qualification to interview for such a classification opening if the applicant is actively enrolled in a Bachelor’s Degree program in an accredited institution and is within six months of completing the degree. An applicant who is employed under these conditions will remain on probation until the degree is completed and the applicant provides satisfactory proof of completion. If the applicant fails to obtain the required degree within the six month period, MOU Sections 18.E and 13.L and M shall govern, extended to six months for this purpose.

**SECTION 39. SEVERABILITY**

If any provision or portion thereof contained in this Memorandum of Understanding, or the application thereof, to any person or circumstance is held to be unconstitutional, invalid, or unenforceable, the remainder of the Memorandum of Understanding and the application of such provision, or portion thereof, to other persons or circumstances shall be deemed severable, shall not be affected, and shall remain in full force and effect. Upon the request of either party, the State Bar and the Union shall meet and confer for the sole purpose of arriving at a mutually satisfactory replacement for the provision or portion thereof determined to be unconstitutional, invalid or unenforceable.

**SECTION 40. TERM OF MEMORANDUM OF UNDERSTANDING**

A. This Memorandum of Understanding shall be effective January 1, 2018, and shall remain in full force and effect through December 31, 2019, and from year to year thereafter, unless either the Union or the State Bar serves notice upon the other to amend or modify said Memorandum of Understanding on or before the fifteenth day of March 2019.



**GENERAL UNIT**

**Appendices 2018-2019**

- A Groups and Offices
- B General Unit Listing of Job Classifications and Salary Ranges
- C Alternative Work Schedule Letter of Understanding
- D Letter of Understanding Regarding Employee Parking
- E Policy Statement Regarding Non-Executive Exempt Employee Absences Including Absences of Less than One Day
- F Separation Plan Letter of Understanding
- G. Overtime Exempt Status
- H Letter of Understanding: Investigator Overtime Status
- I Letter of Understanding: AWS Agreements, Voluntary Separation Incentive, Transit Reimbursement, Time Keeping
- J Training and Development Program
- K Side Letter Agreement Regarding the 2018-2019 General Unit Memorandum of Understanding

## Appendix A

### GROUPS AND OFFICES (For Purposes of Layoff and Recall Only)

<b>GROUP</b>	<b>Office Northern California</b>	<b>Office Southern California</b>
I	Chief Trial Counsel	Chief Trial Counsel
II	State Bar Court	State Bar Court
III	Admissions	Admissions
IV	Professional Competence Strategic Communications & Stakeholder Engagement Board Support JNE Commission & Appointments Access & Inclusion LAP(Lawyers Assistance Program) General Services Finance Attorney Regulation & Consumer Resources Information Technology Executive Director Research & Institutional Accountability	LAP (Lawyers Assistance Program) Probation Client Security Fund General Services Information Technology Research & Institutional Accountability

**Appendix B**

GENERAL UNIT

**LISTING OF JOB CLASSIFICATIONS & SALARY RANGES**

<b>Job Classification Title</b>	<b>Annual Salary Range</b>
Public Service Representative I	\$42,888 - \$57,192
Office Assistant I	\$43,008 - \$57,336
Program Assistant I	\$45,600 - \$60,792
Public Service Representative II	\$47,184 - \$62,904
Office Assistant II	\$47,304 - \$63,072
General Services Specialist I	\$50,676 - \$67,548
Program Assistant II	\$50,676 - \$67,548
Public Service Representative III	\$51,900 – \$69,204
Administrative Assistant I	\$52,716 - \$70,284
Legal Secretary I	\$52,716 - \$70,284
Office Assistant III	\$52,716 - \$70,284

<b>Job Classification Title</b>	<b>Annual Salary Range</b>
IT Support Technician I	\$56,268 - \$75,024
Program Assistant III	\$56,304 - \$75,048
General Services Specialist II	\$56,304 - \$75,048
Administrative Assistant II	\$57,984 - \$77,316
Legal Secretary II	\$57,984 - \$77,316
Paralegal	\$60,120 - \$80,148
Senior Administrative Assistant	\$60,888 - \$81,180
Legal Secretary III	\$60,888 - \$81,180
IT Support Technician II	\$62,508 - \$83,352
Court Specialist	\$62,556 - \$83,400
Fiscal Services Specialist	\$62,556 - \$83,400
General Services Specialist III	\$62,556 - \$83,400
Probation Case Specialist	\$62,556 - \$83,400

<b>Job Classification Title</b>	<b>Annual Salary Range</b>
Program Specialist	\$62,556 - \$83,400
Paralegal Supervisor	\$66,132 - \$88,164
Administrative Supervisor	\$66,972 - \$89,292
Investigator I	\$69,384 - \$92,508
Clinical Rehabilitation Coordinator	\$69,504 - \$92,664
Program Coordinator	\$69,504 - \$92,664
Translator – Interpreter	\$69,504 - \$92,664
IT Analyst I	\$73,296 - \$97,716
IT Business Systems Analyst I	\$73,296 - \$97,716
Investigator II	\$76,320 - \$101,760
Financial Analyst	\$79,032 - \$105,372
Program Analyst	\$79,032 - \$105,372
Public Information Officer	\$79,032 - \$105,372

<b>Job Classification Title</b>	<b>Annual Salary Range</b>
IT Analyst II	\$81,432 - \$108,576
IT Business Systems Analyst II	\$81,432 - \$108,576
Investigator III	\$83,952 - \$111,936
Senior IT Analyst	\$85,512 - \$114,012
Senior IT Business Systems Analyst	\$85,512 - \$114,012
Senior Financial Analyst	\$86,940 - \$115,920
Senior Program Analyst	\$86,940 - \$115,920
Program Supervisor	\$95,640 - \$127,500



## **Appendix C**

### **ALTERNATIVE WORK SCHEDULES LETTER OF UNDERSTANDING**

The State Bar of California and Social Services Union Local 535, SEIU, AFL-CIO/CLC agree to enter into the following Letter of Understanding with respect to Employees in the represented Attorney Unit and General Unit.

Under Section 19.G and H of the General Unit MOU and Section 19.C of the Attorney Unit MOU, the State Bar, at its sole discretion, shall set reasonable work schedules with start and end time within the normal working hours. Such work schedules may include, but not be limited to, alternative work schedules such as part-time, compressed workweek, job share or telecommuting, which may alter the normal working hours. Participation in alternative work schedules is not an Employee benefit, nor subject to the grievance procedure. It is entirely voluntary and either party (the Employee or the State Bar) may discontinue participation at any time for any reason.

In the event that an Employee believes a denial of his or her request to work on an alternative work schedule or his or her removal from an alternative work schedule is inequitable or unreasonable, because access to the grievance procedure is not permitted under the MOU's, the Employee may discuss the matter with his or her immediate supervisor or first-level manager. If the concern has not been resolved in a timely manner and to the Employee's satisfaction, the matter may be raised with higher management including the Senior Executive, Human Resources. The Employee will have the right to Union representation during any of the above discussions. This procedure is intended to be informal. Therefore, there is no requirement to reduce complaints or responses to writing, and the Employee or the Employee's supervisor or first-level manager may skip steps in the above procedure.

The following guidelines are intended to guide Employees and the State Bar in the informal procedure identified above which applies upon denial of an Employee's request to participate in, or an employee's removal from, the Alternative Work Schedule (AWS) Program.

1. The AWS Program generally includes compressed work weeks, telecommuting and flex time. Part-time status is not technically an AWS issue. It is addressed separately in the MOU at Section 18.C. However, anyone's request for part-time status should be documented and reviewed by the Office of Human Resources.

2. AWS participation should be formalized in writing. There are standard agreements for telecommuting and compressed workweek schedules. These agreements define the terms of these programs and should be executed by the participating Employee and the appropriate managers. These agreements should not be changed either by the Employees or the managers. These agreements should be filed with the Office of Human Resources upon being completed.
3. There is no standardized agreement for flex time. However, an Employee's flex time schedule should be documented in written memorandum form by the participating office. In establishing a flex time schedule, managers should be mindful of the fact that the MOU provides that the State Bar's business day is from 7:00 a.m. to 7:00 p.m. which may be altered with the Employee's agreement under the AWS Program. (General Unit MOU Section 19.A, G; Attorney Unit MOU Section 19.B, C)
4. Participation in the program is subject to management's discretion. There is no Employee entitlement to program participation (General Unit MOU Section 19.G; Attorney Unit MOU Section 19.C). Certain offices within the State Bar offer the program. Some offices do not. In those offices that do offer the program, certain aspects of the program, for example, flex time or compressed work weeks, are available, while other aspects of the program, for example, telecommuting, are not available to Employees. These determinations are within management's discretion.
5. Within an office that is making the program available, the program should be administered so that requests for participation are acted upon consistently. Management's discretion should be exercised in an equitable manner.
6. Management's denial of an Employee's request to participate in the program, or removal of an Employee from the Program, may be reviewed upon request of the affected Employee. That review process is initiated by a request for review to the Office of Human Resources. The determination of the Office of Human Resources is final. Management's denial of an Employee's request to participate in the program is expressly not grievable under the MOU (General Unit MOU Section 19.H; Attorney Unit MOU section 19.C).
7. The work of the State Bar and adequate office coverage is always the first priority. Too many Employees should not be allowed to be away from the workplace on the same day. During critical or busy time periods, or when deadlines or projects require, managers

should consider suspending Alternative Work Schedules to make sure that the work of the State Bar is done in a timely manner.

8. AWS participation should also be suspended when the Employee is serving on jury duty or is otherwise away from the office for a prolonged period of time.
9. Generally, Employees are not to be eligible for participation in the AWS program during their initial probationary period.
10. An Employee's participation in the AWS program, part-time status, or other schedule variations should be reviewed on an annual basis. AWS agreements should only be for one (1) year terms, subject to renewal depending upon the circumstances. There should be some rotation among Employees when there are competing interests in particular schedules or days off. For example, if several Employees desire a compressed workweek and want Friday off, it is appropriate to rotate that day on an annual basis among the various Employees who desire that day off. New agreements and/or confirming memoranda, as appropriate, should be entered into on an annual basis with all participating Employees.
11. Flex time schedules raise overtime and supervision issues. If Employees are entitled to overtime pay, managers need to assure that if the Employee arrives early at work, the Employee is not working beyond the 8-hour work day without being authorized to work overtime. .
12. Employees on AWS schedules who develop attendance, tardiness, and/or other disciplinary issues can and should be removed from the program or denied participation in the program. Consultations with the Office of Human Resources should occur in any such circumstances.
13. When an employee is to be removed from an AWS schedule by management's action, every effort should be made to give the affected employee ten (10) working days advance notice of his/her removal from the program.
14. Telecommuting raises several issues. The telecommuting agreement requires Employees to assure that they have a dedicated work space at home that is safe for their work and that they have adequate equipment to undertake their work. Employees are responsible for providing a safe working area at home. Managers should review these provisions with any Employee who is seeking to telecommute to assure that the Employee is fully

aware of these terms and provisions before finalizing a telecommuting AWS agreement.

These guidelines are provided to assist in Management's administration of the AWS Program throughout the organization.

IT IS SO AGREED

FOR THE SOCIAL SERVICES UNION LOCAL 535  
SEIU, AFL-CIO/CLC

Date: December 24, 2003

Signature: /s/ Susan Nye  
Susan Nye  
Senior Field Representative

FOR THE STATE BAR OF CALIFORNIA

Date: December 24, 2003

Signature: /s/ Robert A. Hawley  
Robert A. Hawley  
Deputy Executive Director &  
Employee Relations Officer

## **Appendix D**

### **LETTER OF UNDERSTANDING PARKING**

The State Bar of California ("State Bar") and Social Services Union, Local 535, SEIU, AFL-CIO/CLC (the "Union"), agree to enter into the following Letter of Understanding with respect to employees in the represented Attorney Unit and General Unit.

This Letter of Understanding is intended to be legally binding in the same manner as if contained in the text of the applicable Memorandum of Understanding ("MOU").

Employee parking is not directly addressed in the MOU's which have governed the terms and conditions of employment for represented employees at the State Bar. Nevertheless, the State Bar has to date provided parking free of charge to employees as a practice.

Having now completed appropriate "meet and confer" negotiations on a successor MOU and fully met and conferred on the issue of parking, it is agreed that the State Bar shall have the right to charge employees for the reasonable value of parking based on competitive commercial parking rates in the appropriate geographic area and/or eliminate employee parking entirely for any reason without further "meeting and conferring" with the Union on any issue. The Union expressly waives any further "meet and confer" obligations on this issue.

The State Bar shall have no obligation to employees or the Union with respect to charging for or eliminating parking other than to give the Union and affected employees sixty (60) days advance notice of the State Bar's contemplated action regarding parking. The State Bar agrees, however, that upon giving notice of contemplated action to eliminate parking, the State Bar will "effects" meet and confer with the Union on the following issues and only these issues: 1) the possibility of the State Bar acquiring parking spaces in bulk and subleasing spaces to employees and 2) the impact, if any, agrees to meet and confer in good faith on these issues but otherwise does not commit to taking any particular action with respect thereto.

When free parking is eliminated, the State Bar will continue to provide parking or reimburse reasonable parking expenses incurred by employees who are required as a condition of employment to maintain an automobile at the workplace.

The State Bar will also continue to explore the feasibility of providing incentives and subsidies to employees who use public transportation.

IT IS SO AGREED:

FOR THE SOCIAL SERVICES  
UNION LOCAL 535, SEIU, AFL-CIO/CLC

Date: October 4, 1993

Signature: /s/ Jonathan G. Lepie  
Jonathan G. Lepie  
Senior Field Representative  
Local 535, SEIU, AFL/CIO

FOR THE STATE BAR OF CALIFORNIA

Date: October 4, 1993

Signature: /s/ Janis MacRae  
Senior Executive, Human Resources

## Appendix E

### **POLICY STATEMENT REGARDING NON-EXECUTIVE EXEMPT EMPLOYEE ABSENCES INCLUDING ABSENCES OF LESS THAN ONE DAY**

1. The wages and salaries of full-time General Unit Employees at the State Bar are based upon a work day of eight (8) hours. Employees, including those exempt from overtime compensation, are expected to work at least these regular work hours. An exempt Employee who works less than his/her regularly scheduled work day due to an excused absence and who does not wish to suffer a deduction of salary shall account for that time as follows:
  - a. With the approval of the Employee's supervisor, which approval shall not be unreasonably denied, the Employee may work additional time, not exceeding four (4) hours, within the pay period to equal the number of hours missed on the given work day;
  - b. If the absence is due to illness, medical care, dental care or eye care of the Employee or a member of his/her immediate family that cannot be accommodated other than during normal State Bar working hours, and the Employee does not work additional hours under paragraph 1.a. above, the Employee shall use previously accumulated paid sick leave;
  - c. If the absence is due to a family emergency, legal proceeding to which the Employee is a party, or other unexpected problems that cannot be accommodated other than during normal State Bar working hours, and the Employee does not work additional hours under paragraph 1.a. above, the Employee shall use up to sixteen (16) hours of paid personal leave per year;
  - d. If the absence is due to factors addressed in paragraphs (b) or (c) above, the Employee does not work additional time under paragraph 1.a. above, and there is insufficient leave accumulated to cover the absence, or if the absence is an excused absence due to other factors, the Employee shall:
    - i. If the absence is more than four (4) hours, use previously accumulated vacation time, if any exists.
2. An Employee's gross pay for the next pay period shall be reduced by the total of the number of hours absent which were unexcused or not covered by the above, times the employee's effective hourly rate.

3. The preceding establishes a practice which is consistent with Department of Labor (DOL) Regulations §541.5d of Subpart A of 29 CFR Part 541. If this practice is held to be unconstitutional, invalid, or unenforceable, the Union and the State Bar shall, at the request of either party, meet and confer for the sole purpose of arriving at a mutually satisfactory replacement.



## Appendix F

### **SEPARATION PLAN LETTER OF UNDERSTANDING FOR JOB ELIMINATIONS AND LAYOFFS**

The State Bar of California ("State Bar") and Social Services Union, Local 535, AFL-CIO/CLC (the "Union"), agree to enter into the following Letter of Understanding with respect to employees in the represented Attorney Unit and General Unit.

This Letter of Understanding is intended to be legally binding in the same manner as if contained in the text of the applicable Memorandum of Understanding ("MOU").

#### **Introduction:**

Bargaining Unit Employees currently are entitled, upon layoff, to the benefits they have negotiated for themselves in the applicable Memoranda of Understanding ("MOU's") and to the benefits required by state and federal law.

The following provides certain enhancements to the current severance benefits for employees who are involuntarily terminated as a result of a reduction in force. Second, it provides further enhanced severance benefits to employees who when confronted with the possibility of layoff voluntarily resign.

In either instance, in order to receive the enhanced benefits, the affected employees must sign a Separation Agreement and Release releasing all potential claims against the State Bar. Employees who choose not to sign the Separation Agreement and Release will receive only the standard benefits under the MOU's.

#### **Current Benefits:**

**Eligibility:** Any bargaining unit employee who may be terminated by the implementation of a decision by the State Bar to reduce its workforce by terminating employees is entitled, under the MOU's to the following benefits (MOU §§14.A, 14.B):

**Notice:** Employees to be affected by a reduction in force and the Union are to be given thirty (30) calendar days advance notice. (MOU §14.B).

**Severance Pay:** An employee who is terminated as the result of a reduction in force is to receive severance pay of one week wages for each completed year of employment as a regular full-time or part-time employee up to a maximum of two weeks wages. (MOU §15.B).

**Unemployment Insurance:** State unemployment insurance is available to employees in such circumstances in accordance with state law.

**Health Insurance Benefits:** Under federal law, COBRA entitles an employee to continued health insurance benefits after termination at the expense of the employee.

**Vacation Benefits:** Accrued and unused vacation benefits are due consistent with state law.

**Sick Leave Benefits:** Qualifying employees (one year of continuous employment as a regular full-time or part-time employee) are entitled to payment for up to thirty (30) days of accrued and unused sick leave at the rate of 25% of the Employee's daily salary at the time of his/her retirement, voluntary resignation or layoff. (MOU §26.I / 27.I).

**"Bumping" Rights:** An employee affected by a reduction in force has "bumping" rights as set forth in MOU Section 14.G.

**Recall:** Laid off employees retain the right to recall in inverse order of layoff for a period of twelve (12) months. (MOU §14.F and J.)

**Retirement:** Employees interests in the Public Employees Retirement System ("PERS") vest after five (5) years of service. Termination does not affect an employee's entitlement to retirement benefits to the extent such have vested at the time of termination.

### **Enhanced Benefits for Employees Actually Terminated as the Result of a Reduction in Force**

**Eligibility:** These enhanced benefits are to be available to employees who are actually terminated as a result of a reduction in force. (MOU §14.D.6). These benefits are not to be available to employees who are terminated for other reasons, who resign or who exercise their "bumping" rights and "bump" into another position.

**Separation Agreement and Release:** Eligibility for the enhanced severance benefits is conditioned upon the affected employees signing a written separation agreement including a mutual release of all liability between the State Bar, the employees and the Union. In the event that the employee does not sign the agreement and release, he/she will be eligible only for the standard benefits under the current policy.

**Notice:** Employees to be affected by a reduction in force and the Union will be given thirty (30) calendar days advance notice. (MOU §14.B). Fifteen (15) calendar days after receiving such notice, employees must give notice of their intent to exercise "bumping" rights. (MOU §14.B). Once those employees who

will be terminated as a result of “bumping” rights are identified, sixty (60) calendar days advance notice of termination will be given to those employees. The State Bar retains the right, in its sole discretion, to have an employee to be terminated as a result of a reduction in force stop working before the last day of the notice period. In such an event, the employee will continue to receive salary through the end of the notice period.

**Supplemental Severance Pay:** Employees actually terminated as a result of a reduction in work force who sign a Separation Agreement and Release will receive, instead of the two (2) weeks wages set forth in MOU §15.B, one week of severance pay for each full year of completed employment with the State Bar as a regular full-time or part-time employee up to a maximum of twelve (12) weeks, to be paid in a lump sum less appropriate tax and payroll deductions (e.g., a five (5) year employee would receive five (5) weeks of severance pay total).

**Unemployment Insurance:** State unemployment insurance is available to employees in such circumstances in accordance with law.

**Extended Health Insurance Benefits:** Payment of the employer’s premium contribution for an employee’s medical, dental, and vision coverages will be continued for employees receiving enhanced severance pay for the period represented by the enhanced payment. Life insurance and State Disability Insurance coverage will not continue during the severance period. When separation benefits cease, employees will have the right to continue their medical, dental, and vision coverages at their own expense under COBRA.

**Vacation Benefits:** Accrued and unused vacation benefits are due consistent with state law.

**Sick Leave Benefits:** Qualifying employees (one year of continuous employment as a regular full-time or part-time employee) are entitled to payment for up to thirty (30) days of accrued and unused sick leave at the rate of 25% of the Employee’s daily salary at the time of his/her retirement, voluntary resignation or layoff. (MOU §26.1 / 27.1).

**Outplacement Assistance:** Outplacement services to be selected and paid for by the State Bar will be offered to assist employees in their re-employment efforts. The services offered will be based on position (i.e., exempt/non-exempt; attorney/non-attorney) and will include career assessment and training, resume preparation, interview skills, and use of office facilities and clerical support.

**Retirement:** Employee interests in the California Public Employees Retirement System (“CalPERS”) vest after five (5) years of service. Termination does not affect an employee’s entitlement to retirement benefits to the extent such have vested at the time of termination.

## **Enhanced Benefits for Employees Who Participate in the Voluntary Reduction in Force Program**

**Eligibility:** These enhanced benefits are to be available to employees who hold positions designated by the State Bar for inclusion in the program and who choose, following appropriate notice, to participate in the Voluntary Reduction in Force Program by resigning, waiving “bumping” rights and signing a Separation Agreement and Release. These benefits are not to be available to employees who do not hold positions designated by the State Bar, who resign for other reasons, who are involuntarily terminated, or who exercise their “bumping” rights.

**Separation Agreement and Release:** Eligibility for the enhanced severance benefits is conditioned upon the affected employees signing a written separation agreement including a mutual release of all liability between the State Bar, the employee and the Union. In the event that the employee does not sign the agreement and release, he/she will be eligible only for the standard benefits under the current policy.

**Notice:** Participation in the Voluntary Reduction in Force Program may occur at two points in time:

1. Prior to notice of layoff, the State Bar will designate, in its sole discretion, positions by classification and office which are to be included in the Voluntary Reduction in Force Program. Fifteen (15) calendar days following notice of designation by the State Bar, the incumbents of the designated positions must give notice of their desire to participate in the program. Such notice shall include a resignation to be effective sixty (60) calendar days thereafter. The State Bar retains the right, in its sole discretion, to have such employees stop working before the resignation date. In such an event, employees will continue to receive salary through the resignation date;
2. Following notice of layoff, incumbents in positions affected by the layoff may choose to participate in the Voluntary Reduction in Force Program by notifying the State Bar fifteen (15) calendar days after notice of layoff of their desire to participate in the program. Such notice shall include a waiver of “bumping” rights and a resignation to be effective sixty (60) calendar days thereafter. The State Bar retains the right, in its sole discretion, to have such employees stop working before the resignation date. In such an event, employees will continue to receive salary through the resignation date;

**Supplemental Severance Pay:** Employees who participate in the voluntary Reduction in Force Program and sign a Separation Agreement and Release will receive, instead of the two (2) weeks wages set forth in MOU §15.B, two weeks of severance pay for each full year of completed employment with the State Bar as a regular full-time or part-time employee up to a maximum of (16) weeks, to

be paid in a lump sum less appropriate tax and payroll deductions (e.g., a five (5) year employee would receive ten (10) weeks of severance pay total).

**Unemployment Insurance:** State unemployment insurance is available to employees in such circumstances in accordance with state law.

**Extended Health Insurance Benefits:** Payment of the employer's premium contribution for an employee's medical, dental, and vision coverage will be continued for employees receiving enhanced severance pay during the period represented by the enhanced payment. Life insurance and State Disability Insurance coverage will not continue beyond the resignation date. When separation benefits cease, employees will have the right to continue their medical, dental, and vision coverage under COBRA at their own expense.

**Vacation Benefits:** Accrued and unused vacation benefits are due consistent with state law.

**Sick Leave:** Qualifying employees (one years of continuous employment as a regular full-time or part-time employee) are entitled to payment for up to thirty (30) days of accrued and unused sick leave at the rate of 25% of the Employee's daily salary at the time of his/her retirement, voluntary resignation or layoff. (MOU §26.1 / 27.1).

**Outplacement Assistance:** Outplacement services to be selected and paid for by the State Bar will be offered to assist employees in their re-employment efforts. The services offered will be based on position (i.e., exempt/non-exempt; attorney/non-attorney) and will include career assessment and training, resume preparation, interview skills, and use of office facilities and clerical support.

**Retirement:** Employee interests in the Public Employee Retirement System ("PERS") vest after five (5) years of service. Termination does not affect an employee's entitlement to retirement benefits to the extent such have vested at the time of termination.

IT IS SO AGREED:

FOR THE SOCIAL SERVICES 535, SEIU, AFL-CIO/CLC

Date: December 8, 1999

Signature: /s/ Mark Stanford  
Mark Stanford  
Senior Field Representative  
Local 535, SEIU, AFL/CIO

Date: December 2, 1999

Signature: /s/ Susan Nye  
Susan Nye  
Senior Field Representative  
Local 535, SEIU, AFL/CIO

FOR THE STATE BAR OF CALIFORNIA

Date: December 2, 1999

Signature: /s/ Robert A. Hawley  
Robert A. Hawley  
Employee Relations Officer

## **Appendix G**

### **LETTER OF UNDERSTANDING OVERTIME EXEMPT STATUS GENERAL UNIT**

The State Bar of California (State Bar) and Service Employees International Union, Local 535 (Union) agree to enter into the following Letter of Understanding with respect to Employees in the represented General Unit.

This Letter of Understanding is intended to be legally binding in the same manner as if contained in the text of the applicable Memorandum of Understanding (MOU).

The Union supports the application of the federal Fair Labor Standards Act to Employees and supports the exemption from overtime the State Bar applies to the following job classifications set forth in MOU Appendix B:

Court Specialist  
Paralegal Supervisor  
Administrative Supervisor  
Clinical Rehabilitation Coordinator  
IT Analyst I  
IT Business Systems Analyst I  
Financial Analyst  
Program Analyst  
Public Information Officer  
IT Analyst II  
IT Business System Analyst II  
Senior IT Analyst  
Senior IT Business Systems Analyst  
Senior Financial Analyst  
Senior Program Analyst  
Program Supervisor

In reliance upon this and recognizing the performance obligations of these classifications and the exemption from overtime standards for them recognized here, the following terms are to govern their employment.

The following terms shall take precedence over MOU Sections 19 [Hour of Employment] and 20 [Overtime/Compensatory Time] and Appendix C [Alternative Work Schedules], and supersede Appendix K [Overtime Exempt Status Investigator I & II Classifications, LAP Case Managers and Case Specialist Classifications] to the extent inconsistent herewith.

- A. Employees shall work all hours necessary to accomplish their assignments and fulfill the responsibilities of their job classification to the State Bar. Employees will normally work eighty (80) hours per two-week pay period; however work periods of a longer duration may be required
- B. MOU Section 19.F, regarding break time and lunch periods, is extinguished in its entirety for General Unit exempt Employees and the 2018-2019 MOU has been modified to reflect this change.
- C. Employees shall retain eligibility for Alternative Work Schedules (AWS) as set forth in MOU Section 19.G and H and Appendix D, with the sole exception of Appendix D's reference to "comp time" in paragraph 12. Employees shall comply with reasonable procedures established by the State Bar in managing alternative work schedules. A scheduled AWS day that falls on a recognized holiday or a periodic requirement that work be performed on a scheduled AWS day will not require an alternative scheduled day off. Any Employee currently scheduled for an AWS day on Monday may elect to change his/her AWS day.
- D. Employees are responsible for keeping management reasonably advised of their schedule and must respond to reasonable directions from management to complete work assignments and fulfill the duties of the job classification assigned.
- E. Employees shall continue to record work time on and submit time cards for tracking purposes. Time cards must show all time worked. Failure to accurately record time worked is cause for discipline.
- F. Employees shall not be "docked" paid time for absences in less than whole-day increments except for sick leave taken for actual sickness (which shall not include scheduled medical appointments). Vacation can continue to be taken in half-day increments in accordance with MOU Section 25.E.



IT IS SO AGREED:

**SERVICE EMPLOYEES INTERNATIONAL UNION**

By: /s/ Paul Harris III  
Paul Harris III  
Chief Counsel, SEIU Local 1000

**THE STATE BAR OF CALIFORNIA**

By: /s/ Robert A. Hawley  
Robert A. Hawley  
Deputy Executive Director  
Employee Relations Officer

## Appendix H

### **LETTER OF UNDERSTANDING INVESTIGATOR OVERTIME STATUS**

The State Bar of California (State Bar) and Service Employees International Union (SEIU) Local 1000, acting through a service agreement with Local 535 (Union), agree to enter into the following Letter of Understanding with respect to Employees employed as Investigators in the represented General Unit.

This Letter of Understanding is intended to be legally binding in the same manner as if contained the text of the applicable Memorandum of Understanding ("MOU"). If any provision in this Letter of Understanding conflicts with a provision of the General Unit MOU, this Letter of Understanding shall control. This Letter of Understanding supersedes General Unit MOU Appendix K [Overtime Exempt Status Investigator I & II Classifications LAP Case Manager and LAP Case Specialist Classifications] to the extent Appendix K addresses Investigator classifications.

This Letter of Understanding only applies to the State Bar Employees in the classifications of Investigator.

Investigators are "non-exempt" under the Fair Labor Standards Act for overtime purposes.

Consistent with MOU Section 20.E.3, for Investigator overtime purposes, "Chargeable Time" is defined as: (1) all hours actually worked during the Calendar Week, (2) paid holidays, (3) jury duty, (4) military leave, and (5) paid sick leave that is taken because of the Employee's own illness.

Consistent with MOU Section 20.E.4, for Investigator overtime purposes, "Non-chargeable Time" is defined as paid time-off during a Calendar Week not included in the forty (40) hour requirement for overtime payment. Non-chargeable time includes, but is not limited to, paid sick leave that is not taken because of the Employee's own illness, paid personal leave, vacation and bereavement leave.

Chargeable time worked in excess of 40 hours in a Calendar Week will be paid at one and one-half (1-1/2) times the Employee's Applicable Rate of Pay, as defined in MOU Section 20.E.7.

Chargeable Time worked on a seventh consecutive day of a Calendar Week will be paid at two (2) times the Employee's Applicable Rate of Pay, as defined in MOU Section 20.E.7.

Other than as set forth in this Letter of Understanding, hours worked in excess of eight hours per day, do not result in overtime payment.

Consistent with MOU Section 20.E.5, an Investigator must obtain the authorization of an Executive Staff manager, or designee, prior to working any overtime. Thereafter, in order to attest to the accuracy and validity of such overtime, an Executive Staff manager must sign the Investigator's time card.

Consistent with MOU Section 20.E.6, there shall be no unauthorized overtime permitted under any circumstances.

If an Investigator's work requires that he or she work in excess of 40 hours in a Calendar Week or a seventh consecutive day, the Investigator will notify an Executive Staff manager, or designee, of the need to do so as soon as reasonably possible. The Investigator's manager will notify the Investigator in a timely manner whether or not they are approved to work such overtime hours.

An Investigator may elect in writing to receive compensatory time off in lieu of overtime pay. Compensatory time shall be computed in conformity with and governed by this Letter of Understanding. Compensatory time accumulated under this provision shall be scheduled to be taken at times mutually convenient to the Investigator and the State Bar. Investigator requests to schedule compensatory time shall not be unreasonably denied. Investigators shall be paid for all unused compensatory time accumulated under this Section at the end of each calendar year or upon termination of employment. Except that an Investigator who earns Compensatory Time between October 1 and December 31 of a calendar year may elect to carry that Compensatory Time over in the following calendar year.

Subject to MOU Section 23.B's standards on work assignments and the distribution of work, an Investigator working at least four hours per day and 40 hours per Calendar Week, but no more than 40 hours per Calendar Week, will not be required to obtain approval from their supervisor or manager with respect to their work hours schedule. This is in lieu of MOU Section 20.E.8 on "make up" time.

Nothing in this letter of Understanding shall be deemed to prevent an Investigator from participating in a non-exempt Employee Alternative Work Schedule ("AWS"), consistent with MOU Section 19.G and H and Appendix C. Non-exempt AWS agreements must be entered into by Investigators participating in the AWS program.

An Investigator who demonstrates that a paid leave bank was docked for partial day absence increments since January 1, 2008, up to the time reclassified as non-exempt in August 2010, will have those leave banks correspondingly credited. No cash value for this time will be paid to Investigators if the affected paid leave bank is at the maximum. If the time to be credited hereunder cannot

be credited to an Investigator's leave bank because the leave bank reaches the maximum, then the amount of time not credited will be taken by the Investigator on a straight time basis during the month of January 2011, or lost.

The terms of this Letter of Understanding are contingent upon achieving a complete resolution of the pending Investigator overtime issues as set forth here.

Prior to December 31, 2010, the State Bar will pay each Investigator a flat rate of \$1800 in a single lump sum, less appropriate deductions, to compromise overtime claims as set forth here.

The Union will release the State Bar from all liability for any potential retroactive Investigator overtime under the MOU as of the date this Letter of Understanding is executed.

The Union, on its own behalf, will release the State Bar from all liability for any potential retroactive Investigator overtime under the Fair Labor Standards Act (FLSA), 29 USCA 201 et seq., or any other legal standard, and waive attorneys' fees.

These releases and compromises will be reflected in a written settlement agreement and release separate from this Letter of Understanding.

Time dockage for Investigators for partial day absences will be addressed as provided in the MOU. Investigators are removed from the Exempt Time Guidelines and MOU Appendix K Letter of Understanding.

IT IS SO AGREED

**SERVICE EMPLOYEES INTERNATIONAL UNION**

By: /s/ Paul Harris III  
Paul Harris III  
Chief Counsel, SEIU Local 1000

**THE STATE BAR OF CALIFORNIA**

By: /s/ Robert A. Hawley  
Robert A. Hawley  
Deputy Executive Director  
Employee Relations Officer

## Appendix I

### **LETTER OF UNDERSTANDING AWS AGREEMENTS, VOLUNTARY SEPARATION INCENTIVE, TRANSIT REIMBURSEMENT, TIME KEEPING**

The State Bar of California (State Bar) and Service Employees International Union, Local 1000, acting through a service agreement with Local 535 (Union) agreed to enter into the following Letter of Understanding with respect to Employees in the represented Attorney and General Units.

This Letter of Understanding is intended to be legally binding in the same manner as if contained in the text of the applicable Memoranda of Understanding (MOUs).

Negotiations on amendments to the MOUs to be effective 2011 and after concluded with tentative agreements ratified by the State Bar's Board of Governors and the union membership effective September 23, 2011. The following terms are included in the binding agreements reached:

1. Alternative Work Schedule (AWS) agreements in the Office of the Chief Trial Counsel have been suspended through December 31, 2011. Employees may apply for AWS eligibility to be effective January 1, 2012. The State Bar will respond to AWS requests consistent with MOU Sections 19.G, 19.H, 19.C, and Appendix C. Written AWS agreements will continue to govern AWS participation.
2. In the event the State Bar initiates a reduction in force, the State Bar will offer voluntary separation incentives in the effected department or units. In the event an Employee is involuntarily separated as a result of a reduction in force, the maximum severance payable is as set forth in MOU Appendices F/G.
3. The transit reimbursement benefit that is currently provided to State Bar Employees consistent with Internal Revenue Code Section 132 is increased from \$100 maximum per month to \$125 maximum per month.
4. The State Bar will implement timekeeping for attorneys in the represented Attorney Unit and for Investigators and Paralegals in the represented General Unit.
  - A. The purpose of timekeeping is to improve the efficiency and productivity of the State Bar and to assist the State Bar in determining the appropriate allocation of State Bar resources. Timekeeping is not for time card or salary purposes, nor is it intended to supplant MOU Section 19 [Hours of Employment].

- B. Failure to adhere to the timekeeping requirements may be used as a factor in evaluating an Employee for the "Meets Requirement" standard in the "Policy and Procedures" category of the Employee's annual performance evaluation. In addition, the intentional falsification of time records is a disciplinary offense under MOU Section 16.C.6.
- C. The timekeeping system adopted by the State Bar shall not be unduly burdensome. Employees shall track time in increments of no less than 30 minutes. The number of tasks identified to be tracked shall be no more than twelve tasks for any given job classification (i.e. Attorney, Investigator, Paralegal), reporting the tasks performed, how time is spent by the reporting Employees in the performance of their duties on matters assigned to them in the Office of the Chief Trial Counsel. The time reported will identify the Employee's name, the case referenced, and the time spent on identified tasks. However, general administrative tasks, for which the time to document is roughly the equivalent to the time to complete the task, can be summarized generally. The Employee can elect whether to keep time keeping records manually or electronically.
- D. The State Bar shall utilize a six-month period for training and adjustment to the timekeeping system. During this six-month time period, the State Bar will utilize the existing MOU provisions of the Labor Management Committee or the "meet and confer" process to address implementation issues before any adverse consequences for failure to complete time records, or improper completion of time records are imposed upon an Employee.

IT IS SO AGREED:

**SERVICE EMPLOYEES INTERNATIONAL UNION**

By: /s/ Paul Harris, III  
Paul Harris, III  
Chief Counsel, SEIU Local 1000

**THE STATE BAR OF CALIFORNIA**

By: /s/ Robert A. Hawley  
Robert A. Hawley  
Deputy Executive Director  
Employee Relations Officer

## APPENDIX J

### Training & Development Assignment Program

The State Bar has the right to temporarily fill vacant positions or address a short-term increase in work requiring additional resources by hiring temporary workers. However, prior to hiring temporary workers, the State Bar will consider whether such temporary work can be made available on a volunteer basis under this Training & Development (T&D) Assignment Program.

No State Bar decision relating to the T&D Assignment Program, including but not limited to determining Employee eligibility, determining those vacancies and other assignments available for the program, selection of program participants, and determining the duration of the assignment, shall be subject to the grievance process.

#### Program Overview and Goal

To foster continued growth and development opportunities for State Bar employees, the State Bar has created a Training and Development (T&D) Assignment Program.

T&D Assignments allow the temporary loan or assignment of employees within or between State Bar Offices and Departments for periods not to exceed six months, for the purposes of training and professional development. T&D Assignments are used to broaden the work experience of participating employees with the intent of increasing their skills and abilities and/or work experience.

Categories of eligible Training and Development (T&D) Assignments:

1. Fill a vacant position (V); or
2. Temporarily fill a position where the incumbent is on a leave of absence (LOA); or
3. Take on additional work or projects (AWP).

#### Program Scope

V or LOA T&D Assignments: Participating employees will assume responsibility for the full scope of duties associated with the T&D Assignment.

AWP Assignments: Participating employees may assume responsibility for the full scope of duties associated with a T&D Assignment or may continue to perform their current job responsibilities, but will be given specific projects or tasks associated with the Assignment classification.

While on V, LOA, or AWP Assignment, the participating employee shall receive a pay differential equal to the minimum salary of the of the position associated with the assignment or five percent (5%) in excess of the participating employee's current State Bar salary, whichever is greater, during the period of time he/she is on the V, LOA or AWP Assignment.

### **Program Selection**

Chiefs or Directors will determine which positions are eligible for a T&D Assignment.

Chiefs or Directors will notify HR of the availability of a T&D Assignment. HR will announce available assignments along with other job postings. Chiefs, Directors or their designees will interview and select employees for T&D Assignments:

### **Candidate Eligibility**

Only State Bar employees meeting the following criteria will be eligible to participate in the T&D Program:

- Employee must have successfully passed his or her initial probationary period and must not be within a subsequent probationary period.
- Employee must not have rated as "Needs Improvement" in more than two categories in his or her prior annual evaluation.
- Because the T&D Assignment Program is intended to provide opportunities to employees wishing to increase their skills and develop professionally within the State Bar, participation will be limited to volunteers.

### **Participant Selection**

Final selection will be made by the State Bar Chief or Director receiving the T&D Assignment.

Subsequent to the interview and selection process, selected employees' Directors will be asked to identify the impact of their employees' participation in a T&D Assignment in another Department. If participation will jeopardize service to the public, a selected employee's participation may be postponed or cancelled. Good faith efforts will be made to provide all selected employees a T&D Assignment beginning within 12 months of the initial selection date.

### **Assignment Plan**

For AWP assignments, an assignment plan will be developed by the Chief, Director or designee from the Department or Office seeking the T& D Assignment outlining start and end dates, specific tasks to be completed, skills to be developed, and times during the business day required of the participant.





## Appendix K

### Side Letter Agreement Regarding the 2018-2019 General Unit Memorandum of Understanding

It is agreed and understood between The State Bar of California (“State Bar”) and the State Bar Employees’ Union, Service Employees International Union (“SEIU”), Local 535, under a service agreement with SEIU, Local 1000 (the “Union”), as follows:

1. Following ratification of the 2018-2019 General and Attorney Unit Memoranda of Understanding, (“MOUs”) General Unit and Attorney Unit members shall be allocated to job classifications as set forth in the spreadsheet provided by the State Bar to the Union on November 9, 2017, as updated in the table provided by the State Bar to the Union on December 12, 2017.
2. Subsequent to the ratification of the 2018-2019 MOUs, the parties will meet and confer regarding the creation of a new Legal Secretary job series.
3. Any General Unit or Attorney Unit member whose new salary maximum, as recommended by CPS HR, Consulting, before being converted to a 40 hour work week, was at least \$1,000 more than the last salary maximum under the 2014-2016 MOUs, and who remains employed with the State Bar at the time the 2018-2019 MOUs are ratified, shall be eligible for a one-time, lump sum payment. The amount of this one-time, lump sum payment shall depend on the Employee’s Seniority Date, as measured from February 1, 2018, in accordance with the following:

<u>Years</u>	<u>Amount</u>
1-3 years	\$2,100
3-10 years	\$4,200
10+ years	\$6,300

Lump sum payments shall be prorated for part-time employees. Supervising Attorneys shall not be eligible for lump sum payments.

4. General Unit members shall experience no loss or diminishment of any accrued but unused vacation, sick leave or paid personal days as a result of converting to a 40 hour work week. To the extent that the State Bar accounts for General Unit members’ leave time in terms of hours rather than days, the State Bar shall convert each 7.25 hours of unused leave accrued under a 36.25 hour work week, to 8.0 hours of unused leave when each General Unit member switches to a 40 hour workweek.

