

ATTORNEY UNIT

MEMORANDUM OF UNDERSTANDING

between

THE STATE BAR OF CALIFORNIA

and

SERVICE EMPLOYEES INTERNATIONAL UNION

APRIL 17, 2020

**Adopted by the Board of Trustees
of the State Bar of California
to be effective
April 17, 2020**

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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 SERVICE EMPLOYEES INTERNATIONAL UNION, Local 1000, (hereinafter 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.

D. The term "CalPERS" when used in this Memorandum of Understanding shall mean the California Public Employees' Retirement System.

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

This Memorandum of Understanding shall apply to all Employees in the Attorney 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. The State Bar shall deduct Union dues from Employees' paychecks in accordance with Union membership information provided by the Union. The Union shall provide the State Bar with the names and amounts of Union dues on a bi-weekly basis. The State Bar shall promptly transmit the deducted dues to the Union after each deduction. 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. On a bi-weekly basis, the State Bar shall provide the Union with the names of all newly hired employees, along with each employee's job classification, department, salary, work location, and home address. The State Bar shall also provide the Union on a bi-weekly basis changes or updates to this information with respect to current employees.

SECTION 7. UNION BUSINESS

- A. The Union may appoint Union Stewards. An Employee shall be eligible for appointment to Steward only after completion of their 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, they shall be allowed a reasonable amount of time to do so, but only with the prior approval of their 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, they shall be allowed a reasonable amount of time to do so but only with the prior approval of their 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 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 a 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 their 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 the 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 the Attorney Unit shall be subject to an initial probationary period of twelve (12) months.

B. The twelve (12) month period shall be extended by two weeks if any Employee misses a tenth (10th) day of work during their initial probationary period. Thereafter, the initial probationary period shall be extended by one day for each day or partial day of work the Employee misses beyond ten. Employees' use of sick leave and vacation leave, or any unpaid absence from work, shall count towards extending their probationary period.

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 Evaluation Plans (PIP's) are not disciplinary in nature but are intended to aid the Employee in improving their performance. In the event that the Employee fails to successfully complete the 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 their 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 Attorney 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 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 their 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. At its sole discretion, the State Bar may elect to waive minimum educational qualifications of a position for internal candidates who have shown through exceptional job performance that they have the requisite knowledge and skill to perform in a job position for which they may not meet the educational minimum qualifications.

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 their 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 Section 8. However, in order for allegations described in Subsection H above to invoke the grievance/arbitration procedure with respect to discrimination under MOU Section 8, 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. The State Bar may grant promotions-in-place. Promotions-in-place provide promotional opportunities for Employees ready to assume a role of greater responsibility and more complex duties by upgrading their current position to the next promotional job classification without having to wait for a job vacancy. A promotion-in-place may occur only under the following circumstances: (1) the Employee has demonstrated outstanding job performance in their current job classification; (2) the Employee has shown based on their past performance the likelihood that they have the ability and willingness to succeed in the next promotional job classification; (3) the Employee meets the minimum qualifications for the next promotional job classification under subsection E; and (4) the promotion-in-place will not result in a change to the Employee's Group or geographic office location as reflected in Appendix A, or to the Employee's Office. A promotion-in-place will not be subject to the normal process for applying for and filling regular job vacancies and will only be available to incumbent Employees. Employees in their initial probationary period are ineligible for promotions-in-place. The Employee's salary upon a promotion-in-place shall be set consistent with Section 22.J. Employees who are promoted-in-place shall serve a six (6) month probationary period. The State Bar may grant a greater salary adjustment than required under Section 22.J concurrent with the promotion-in-place at its sole discretion. The decision to upgrade an incumbent Employee through the promotion-in-place process is at the sole discretion of the State Bar. The decision to grant a promotion-in-place or to not grant a promotion-in-place shall not be subject to the grievance procedure of the MOU. Promotions-in-place shall not be used to fill already posted vacancies or vacancies created by the departure or promotion of another Employee.

L. 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.

M. An Employee who is promoted from the General Unit to the Attorney Unit shall serve a twelve (12) month probationary period. An Employee who is promoted from the Attorney classification to the Senior Attorney classification shall serve a six (6) month probationary period. An Employee who is promoted to Supervising Attorney shall serve a twelve (12) month probationary period. The new probationary period shall commence on the effective date of the Employee's promotion or transfer.

N. An Employee who fails to succeed in their new position during the probationary period shall:

1. Return to their 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 they were 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 they were 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 they were 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.N.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 they were promoted or transferred in the same job classification from which they were 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 they were promoted or transferred at a different job classification that has the same salary range as the one from which they were 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 they were promoted or transferred at a different job classification with a salary range that is lower than the one from which they were 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.N.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 they were promoted or transferred, the Employee shall be paid the same salary as they received just prior to their 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 their new position proportionally equivalent to the Employee's placement within the salary range of their prior position. For example, if this Employee was at the midpoint of their prior salary range, they will be placed in the midpoint of the salary range of the Employee's new position.

O. 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.

P. An Employee who voluntarily transfers to a position in a different job classification with a salary range that is lower than their prior position will be placed within the salary range for their new position proportionally equivalent to the Employee's placement within the salary range of their 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 E, 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 their 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 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 they will be laid off ("Notified Employee") and who wishes to exercise their 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 Groups 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;

6. The exercise of bumping rights shall proceed in the aforementioned sequence, but expanding the job classification 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 shall maintain the salary of their 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 their new position proportionally equivalent to the Employee's placement within the salary range of their position at the time of the layoff notice. For example, if the Notified Employee was at the midpoint of their prior salary range, they 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 their bumping rights. Rejection of the offer to transfer geographic location pursuant to this subsection shall not mean the Employee has in any way waived their 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 their 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 job 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 in the Supervising Attorney job classifications eligible for recall shall be recalled to positions within the Supervising Attorney, Senior Attorney and Attorney job classifications, limited by the unit and location from which the Employee was laid off and by unit-wide seniority without regard to Group or job classification. In no event shall a Supervising Attorney be recalled to a Senior Attorney vacant position when there is a Senior Attorney with more seniority subject to recall. In no event shall a Supervising Attorney be recalled to an Attorney vacant position when there is an Attorney with more seniority subject to recall.

2. Employees in Senior Attorney job classifications eligible for recall shall be recalled to positions within Senior Attorney and Attorney job classifications limited by the unit and location from which the Employee was laid off and by unit-wide seniority without regard to Group or job classification. In no event shall a Senior Attorney be recalled into an Attorney vacant position when there is an Attorney with more seniority subject to recall.

3. Employees in Attorney job classifications eligible for recall shall be recalled to positions within Attorney job classifications limited by unit and location from which the Employee was laid off and by unit-wide seniority without regard to Group.

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 the Employee 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 E, 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. This severance pay shall be payable on the Employee's final day of employment as set forth in the Employee's notification of layoff.
- C. 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 they are 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 their 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 them.

E. Upon the dismissal, involuntary demotion or suspension without pay of an Employee, 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. The Employee may have a representative present at the proceedings set forth in Subsection E.

G. 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.

H. 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 discussions prior to the filing of a formal grievance.

D. If any Employee or group of Employees has a grievance concerning the interpretation, application or enforcement of the terms of this Memorandum of Understanding, said grievance shall be taken up in the following manner:

1. The Employee(s) shall initially take up the dispute with the first level manager or designee in an attempt to settle the matter on an informal basis.

2. Step I - If the grievance cannot be resolved on an informal basis, the grievance shall be reduced to writing by the Employee(s) and the Union and submitted to the first level manager involved or designee 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 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 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 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 Officer 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 salaries assigned to particular classifications;
3. Work assignments and the distribution of work;
4. Any matter pertaining to the interpretation or application of the Board Powers provision of this Memorandum of Understanding;
5. Any matter which does not involve the interpretation, application or enforcement of a term of this Memorandum of Understanding;
6. The denial of promotional or transfer opportunities to internal applicants as set forth in Section 13.H and I.
7. Any other matter, which is expressly excluded from the grievance/arbitration procedure.

L. In grievances involving a determination of whether an Employee has been assigned job duties that are set forth in the position description of a higher classification and that are not contained in the position description of the Employee's present classification, the arbitrator shall have the authority only to:

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

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

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

O. An Employee who has been dismissed, involuntarily demoted or suspended without pay as a result of the proceedings set forth in Subsection 16.E. 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 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 Section 16.E.

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 Attorney 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 (6) 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 to 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 35 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 their 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. 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 they have applied and have 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. 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 G 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. Subject to Subsection C, each Employee shall work not less than forty (40) hours per Calendar Week in the Attorney Unit.

B. Except to the extent otherwise provided in Subsection C of this Section and in Section 20, Subsection C, an Employee in the Attorney Unit shall work a minimum of eight (8) hours per day, Monday through Friday, between the hours of 7:00 a.m. and 7:00 p.m.

Notwithstanding that hours of work for Employees shall be from 7:00 a.m. to 7:00 p.m., all Attorney Unit Employees shall be required, as deemed necessary by the State Bar, to perform work during hours designated by the State Bar.

C. 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.

In the event that an Employee believes a denial of their 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 their 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.

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

E. The Individual Workday is defined as that period of time an Employee normally works during the Calendar Day.

F. 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.

G. 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.

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. An Exempt Employee is any Employee covered by this Memorandum of Understanding 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 F, Exempt Employees are not eligible for overtime compensation.

C. Where an Exempt Employee is notified at least one (1) week in advance that they are required to attend a State Bar meeting or function on a weekend, they 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.

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 classification 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 they previously held.

The State Bar shall provide the Union with a monthly statement 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. If the hire above minimum salary is based on advanced education, the statement shall specify the school, the type of degree, and the minimum education level (for the job description hired into). If the hire above minimum salary is based on years of experience, the statement shall specify the number of years of experience above the minimum required for the job description and the nature of that work experience. If

the circumstances are based on licensure/certification or special skills, the statement shall specify the type of license or special skill.

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. Employees are working "out-of-class" when they spend a majority (i.e., more than fifty percent [50%]) of their time over the course of at least two (2) consecutive work weeks performing duties and responsibilities associated with a higher level existing classification that do not overlap with the job classifications said Employees hold.

Training and Development assignments are not deemed out-of-class work.

For purposes of this section, a job classification is at a "higher level" if its salary range has a higher maximum salary than the salary range of the classification said Employee holds.

1. When Employees are assigned out-of-class work, they shall be paid a pay differential for out-of-class work equal to the minimum salary of in the salary range of that higher level position, or five percent (5%) in excess of their current State Bar salary, whichever is greater.
2. Out-of-class work may be discontinued by Offices at any time; however, Offices may not rotate employees in and out of out-of-class assignments to avoid payment of out-of-class compensation.
3. 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. In the event that the State Bar and Union disagree on whether Employees are performing out-of-class work, these time periods regarding posting of positions or the filling of positions on an acting basis shall run from the date the State Bar and the Union agree, during the grievance process, that the out-of-class work is being performed or from the date of an arbitral award finding that out-of-class work occurred. The time period regarding the posting of positions or the filling of positions shall not apply when out-of-class work is being performed due to a leave of absence of Employees holding higher level job classifications.
4. Out-of-class pay shall not be considered as part of an Employees' base pay when computing the rate due upon promotion to a higher level, as set forth in Section 22.J, below.
5. Employees who believe they are working out-of-class without additional compensation may file a grievance.

6. The only remedy that shall be available is retroactive pay for out-of-class work. Said pay shall be limited to out-of-class work performed (a) during the one (1) year calendar period before the Employee's grievance was filed;-and (b) the time between when the grievance was filed and finally resolved by either an informal agreement or under the grievance process. Thus, Arbitrators may only have the authority to determine whether grievants are working out-of-class and if so, the amount of out-of-class compensation they are owed. Arbitrators shall have no authority to order reclassification of grievants' positions or discontinuance of out-of-class work assignments.

7. This Subsection shall not apply to Employees assigned to work or who perform work in job classifications that have a maximum salary to its salary range that is lower than said Employees' official job classification.

D. Employees shall receive the following salary adjustments:

1. On January 1, 2021, all salary range minimums and maximums for State Bar job classifications shall be adjusted upward by 2%. All salary ranges adjusted by this 2% are reflected in Appendix B.2. Beginning January 1, 2021, all Employees shall receive 2% salary increases, except that no Employee may receive a salary increase that exceeds the maximum of their adjusted salary range.

2. On January 1, 2022, all salary range minimums and maximums for State Bar job classifications shall be adjusted upward by 1%. All salary ranges adjusted by this 1% are reflected in Appendix B.3. Beginning January 1, 2022, all Employees shall receive 1% salary increases, except that no Employee may receive a salary increase that exceeds the maximum of their adjusted salary range.

3. The State Bar will grant Employees regular merit salary increases for satisfactory performance. To effectuate this, effective on the Employee anniversary dates in 2020 and after, and assuming a "Meets Requirements" or better overall performance rating on annual performance evaluations, Employees shall be granted a 5% increase to their salaries, except that any such increase shall be capped if it would cause the employee's salary to exceed the maximum of their job classification's salary range.

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 they are 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 a salary that exceeds the current maximum salary of their job classification, due to prior Memoranda of Understanding or prior applications of Subsections 22.G.2 or 22.G.3, are considered "red circled." A red-circled Employee shall receive no future salary adjustment unless Subsections 22.G.2 or 22.G.3 apply
2. If a red-circled Employee is granted a promotion to a job classification with a higher salary range, but their 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 their highest paid subordinate Employee. This standard applies even when a supervising Employee is red-circled.

H. Each Employee shall receive an annual written performance evaluation from their first level manager on or about the anniversary date of their employment in their current position. Only performance issues within the given evaluation period may be mentioned in the performance evaluation. An overall rating of "Exceeds Requirements" shall be available to Employees who exceed requirements.

I. An Employee who transfers or is promoted to another job classification shall receive an interim performance evaluation from their former first level manager on or about the effective date of their 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 their 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 their prior position, the Employee shall be placed within the salary range for their new position proportionally equivalent to the Employee's placement within the salary range of their prior position. For example, if this Employee was at the midpoint of their prior salary range, they 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 their overall performance rating on a performance evaluation shall initially take up such disagreement with their 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 Employees' 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 their 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 their 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 their 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 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 their 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 starting salary of that job classification, or five percent (5%) in excess of their current State Bar salary, whichever is greater, during the period of time that they are temporarily filling such position provided that they are performing all of the major tasks and responsibilities of that 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 their 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:

Once an Employee has passed the certification requirements designated by Human Resources demonstrating ability in a language in addition to English, they will be placed on the State Bar's Bilingual List. Employees on this list will be eligible for rotational bilingual assignments. If an Employee has passed the verbal certification requirement, they will be eligible for a \$45 differential for each biweekly pay period they are approved to receive rotational bilingual assignments. If an Employee has passed the verbal and written certification requirements, they will be eligible for a \$90 differential for each biweekly pay period they are approved to receive rotational bilingual assignments. Employees receiving bilingual pay must perform translations or interpreting services upon the request of their managers.

SECTION 23. STATE BAR LICENSING FEES

The State Bar agrees to pay annual State Bar attorney licensing fees as set forth in Business and Professions Code for all regular full-time Employees in the Attorney Unit.

SECTION 24. 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 is solely the State Bar's prerogative and not subject to the grievance procedure.

C. In the event that an Employee believes their 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 their 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 their 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.

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, including sneakers or tennis shoes; 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 24.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 24.E, as well as sneakers or tennis shoes that are neat and clean.

SECTION 25. 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.

SECTION 26. 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

workdays per year); Employees with at least three (3) but less than ten (10) years of service: 1-1/4 workdays per month (15 workdays per year); Employees with at least ten (10) but less than fifteen (15) years of service: 1-2/3 workdays per month (20 workdays per year); Employees with fifteen (15) years of service or more: 2-1/12 workdays per month (25 workdays 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 may extend that probationary period under Section 9.B. Extensions of an initial probationary period pursuant to Section 9.B 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. Vacations may not be taken in segments of less than one-half (1/2) workday.

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, not to exceed a total of three weeks per calendar year.

SECTION 27. 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 their immediate family, including domestic partner, that cannot be accommodated at times other than during normal State Bar working hours.

B. Paid Personal Leave is approved 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 their 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 may request, and if approved, use any Paid Sick Leave from the onset of employment. However, using Paid Sick Leave during an Employee's initial probationary period may extend that probationary period under Section 9.B. Extensions of an initial probationary period pursuant to Section 9.B 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 working 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 with less than five years of service may take a maximum of two (2) Paid Personal days per calendar year. An Employee with five or more years of service may take a maximum of four (4) Paid Personal days per calendar year. Regardless of years of service, any Employee who receives an "Exceeds Expectations" rating on their performance evaluation shall be awarded one additional Paid Personal day to be used within one year of receiving the qualifying performance evaluation. Employees will not be paid for Paid Personal days not taken within the timeframes set forth in this subsection, and unused Paid Personal days shall never be cashed out.

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 their 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 their 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 they take, less that amount which the Employee receives pursuant to State Disability Insurance benefits to which they are entitled.

L. An Employee who is absent from work pursuant to Subsection A of this Section shall have deducted from their accrued Paid Sick Leave only that portion of such Paid Sick Leave days for which they have 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 their 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.
8. Notwithstanding any language to the contrary in this subsection M, the State Bar and the Union agree that Employees who are medically separated, and for whom the State Bar had submitted or will submit an Employer Originated Disability Retirement Application to CalPERS, are eligible to apply for and eligible to receive up to twelve (12) weeks of Catastrophic Leave pursuant to Section 33.H.

SECTION 28. 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; aunt; uncle; niece; or nephew), 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 29. 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 their 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 they would have otherwise received, had the Employee not been called for Jury Duty or subpoenaed to appear as a witness.

SECTION 30. PAID CHILD BONDING LEAVE

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

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

SECTION 31. MILITARY LEAVE

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

SECTION 32. LEAVES OF ABSENCE/SERVICE LEAVE

- A. A leave of absence or service leave shall be defined as an approved absence from work without pay.
- B. A leave of absence shall 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 their first level manager. The request shall state the reason the leave of absence or service leave is being requested and the maximum length of time off the Employee desires. Except where the circumstances do not reasonably permit, requests for leaves of absence or service leaves shall be made at least one (1) month in advance.

F. There shall be no accrual of vacation or paid sick leave during a leave of absence of thirty (30) days or more or during a service leave.

G. An Employee returning from a leave of absence or service leave shall be entitled to return to the position they held at the time the leave was granted, if such position still exists. Should the Employee's position be eliminated during a leave, the Employee shall be entitled to the bumping and recall rights set forth in Section 14.

H. Employees taking any extended leaves of absence, whether paid or unpaid, are required to continue paying their Employee contribution toward the State Bar-sponsored health, dental and vision insurance plans they have selected, if any, during the duration of their leave of absence. Employees who do not return to State Bar employment from an unpaid leave of absence granted under the Family Medical Leave Act or the California Family Rights Act shall reimburse the State Bar for the employer contribution the State Bar made to continue such Employees' health, dental and/or vision coverage during their protected leave of absence.

SECTION 33. FITNESS FOR DUTY EXAMINATION

A. The State Bar may medically separate an Employee who becomes unable to perform the essential functions of their position because of a disability as defined under the California Fair Employment and Housing Act or the federal Americans with Disabilities Act. Prior to initiating the medical separation procedures described in this Section, the State Bar and the Employee will engage in the interactive process, as appropriate, and the State Bar will have determined that no reasonable accommodation can be provided to the Employee that will allow them to perform the essential functions of the position without undue hardship to the State Bar.

B. Except as provided in Subsection C, below, a medical separation shall be based on:

1. A statement from the State Bar describing the essential job functions that the

Employee is not able to perform satisfactorily, with or without reasonable accommodation;

2. The results of the interactive process; and

3. Any medical or other pertinent information provided by the Employee, the Employee's licensed health care provider and/or the written report from the State Bar-designated physician described in Subsection D, below, and/or other work-related information provided from appropriate State Bar personnel.

C. The Notice of Medical Separation shall inform any CalPERS vested Employee that the State Bar will file an application for disability retirement with CalPERS on behalf of the Employee unless the Employee opts out of said application. The Employee shall notify the State Bar no later than five (5) working days after the effective date of the medical separation whether the Employee opts out of the Employer-Originated Disability Retirement Application. An Employee's failure to opt out of the Employer-Originated Disability Retirement Application shall not be considered in a consideration of any grievance challenging the Medical Separation. If the Employee does not opt out of the Employer-Originated Disability Retirement Application, the State Bar shall file an Application for Disability Retirement no later than the (10) working days after the effective date of the Medical Separation.

D. In determining whether an Employee should be medically separated, the State Bar may require an Employee to submit to a medical examination by a physician(s) designated by the State Bar to evaluate the capacity of the Employee to perform the essential functions of the position. In designating the examining physician, the State Bar will limit itself to those physicians associated with and approved by California Medical Examiners. The State Bar will pay all fees and costs for such a medical examination. The Employee is required to provide an authorization for release of necessary medical records and information, either directly to the examining physician or to the State Bar, to forward to the examining physician. The examining physician will make a written report to the State Bar and the State Bar will share this report with the Employee and, at the Employee's written request, their representative.

E. The State Bar shall give the Employee written notice that it will medically separate the Employee. Such notice shall be provided by either personal delivery or mailing the notice to the employee's last known address via U.S. Mail or overnight courier. The notice of medical separation will include:

1. A statement that the Employee will be medically separated from work;

2. A statement of the reason(s) for the medical separation;

3. The effective date of the separation, which will be at least ten (10) working days from the date of the notice of medical separation;

4. A statement of the Employee's right to respond to the notice of medical

separation within ten (10) working days from the date of that notice;

5. The individual to whom the Employee should direct their response.

F. The Employee will have a right to respond, either orally or in writing, to the State Bar's medical separation decision before the effective date of the medical separation to the individual identified in the notice of medical separation.

G. The Employee may challenge the State Bar's medical separation decision by filing a grievance under Section 17 of the MOU within seven (7) working days of the effective date of the medical separation. Grievances of medical separations proceed directly to arbitration under the terms of the MOU. The sole issue for the arbitrator to decide is whether the Employee can, with or without reasonable accommodation, perform the essential functions of the position without undue hardship to the State Bar.

H. Employees who are medically separated, and for whom the State Bar has submitted or will submit an Employer Originated Disability Retirement Application, are eligible to apply for and eligible to receive up to twelve (12) weeks of Catastrophic Leave. Catastrophic Leave granted to medically separated Employees shall be provided in the form of post medical separation severance pay, which shall be periodically disbursed to such Employees on the State Bar's regular pay days. This post medical separation severance pay, funded by the Catastrophic Leave Bank, will end either when CalPERS grants disability retirement or after twelve (12) calendar weeks, whichever is earlier in time.

I. Employees who do not have fifteen (15) years of CalPERS service credit are ineligible to receive retiree health benefits under the State Bar's retiree health benefit plan described in Section 38.E. Employees with less than five years of State Bar service are ineligible to receive the minimum statutory retirement benefit under the Public Employees' Medical and Hospital Coverage Act ("PEMHCA"). Employees who are otherwise not eligible for retiree health benefits under the State Bar's retiree health benefit plan or the minimum statutory retiree health benefit under PEMHCA, may receive a retiree health benefit if they can identify a current or subsequently enacted CalPERS statute, regulation or rule that mandates the provision that that specific retiree benefit.

SECTION 34. 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 been 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 their 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 35. 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 36. 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, as 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 they purchase a meal, or is required by the State Bar to stay overnight away from their 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 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 37. 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 CalPERS 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 their 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 (IRC) Dependent Care Reimbursement Account Program to Employees.

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

SECTION 38. RETIREMENT

A. The State Bar shall pay to CalPERS the full amount of the State Bar Employer contribution for each Employee who is or becomes a member of CalPERS 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 CalPERS pension system, the Employee contribution to CalPERS shall be deducted from the Employee's salary and paid to CalPERS 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 CalPERS 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, CalPERS 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.

E. In addition to the PEMHCA minimum retirement benefit described above, the State Bar shall provide to Employees who are members of CalPERS and who retire under CalPERS as State Bar Employees a retiree health benefit on the terms described in the State Bar of California Post-Retirement Welfare Benefits Plan (the "Plan"). The Plan presently provides eligible retirees with a comparable percentage contribution to the purchase of health insurance and vision benefits as the State Bar provides to its then active, regular, full-time Employees. Under the Plan, Employees must meet the following criteria in order to be eligible for the State Bar's contribution toward retiree health and vision benefits:

1. Employees must retire from employment by the State Bar on or after January 1, 2020;
2. Employees must be eligible to receive medical/hospital coverage from CalPERS at the time of their retirement from employment with the State Bar;
3. Employees must, at the time of their retirement from the State Bar, have earned at least 15 years of service credit from any state or public agency whose retirement benefits are administered by CalPERS, excluding any purchased service credit, as determined solely by CalPERS;
4. Employees must also elect to receive CalPERS retirement benefits within one hundred twenty (120) days of retirement from State Bar employment.

F. A joint Union/Management Committee shall be established to study the adoption by the State Bar of an Internal Revenue Code (IRC) Section 401(k) deferred compensation plan option for Employees and make recommendations to the Union and to the State Bar.

SECTION 39. 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 40. 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 41. 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 42. TERM OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding shall be effective April 17, 2020, or the date both parties have ratified the agreement, whichever comes later, and shall remain in full force and effect through December 31, 2022, and continue 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 2022.

ATTORNEY UNIT
Appendices 2020-2022

- A Groups and Offices
- B Attorney Unit Listing of Job Classifications and Salary Ranges
- C Alternative Work Schedule Letter of Understanding
- D Letter of Understanding Regarding Employee Parking
- E Separation Plan Letter of Understanding
- F Overtime Exempt Status
- G Letter of Understanding: AWS Agreements, Voluntary Separation Incentive, Transit Reimbursement, Time Keeping
- H Letter of Understanding: Attorney Classifications
- I Training and Development Program

Appendix A

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

Effective January 1, 2020

GROUP	Office Northern California	Office Southern California
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 Professional Support & Client Protection General Services Finance Attorney Regulation & Consumer Resources Information Technology Executive Director Research & Institutional Accountability	Professional Support & Client Protection General Services Information Technology Research and Institutional Accountability Access & Inclusion Strategic Communications & Stakeholder Engagement

Appendix B

APPENDIX B-1: 2020 Attorney Unit Salary Rages

Job Classification	2020 Minimum Annual Salary	2020 Maximum Annual Salary
Attorney	\$102,341	\$153,387
Senior Attorney	\$117,692	\$176,401
Supervising Attorney	\$129,466	\$194,038

Appendix B

APPENDIX B-2: 2021 Attorney Unit Salary Rages

Job Classification	2021 Minimum Annual Salary	2021 Maximum Annual Salary
Attorney	\$104,388	\$156,455
Senior Attorney	\$120,046	\$179,929
Supervising Attorney	\$132,055	\$197,919

Appendix B

APPENDIX B-3: 2022 Attorney Unit Salary Rages

Job Classification	2022 Minimum Annual Salary	2022 Maximum Annual Salary
Attorney	\$105,432	\$158,020
Senior Attorney	\$121,246	\$181,728
Supervising Attorney	\$133,376	\$199,898

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

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 their retirement, voluntary resignation or layoff. (MOU § 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 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 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, they 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 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 their retirement, voluntary resignation or layoff. (MOU § 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 CalPERS vests 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 Employee 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, they 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 coverages 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 coverages under COBRA at their own expense.

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

Sick Leave: 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 their retirement, voluntary resignation or layoff. (MOU § 27.11).

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

Amended January 1, 2003

APPENDIX F

LETTER OF UNDERSTANDING OVERTIME EXEMPT STATUS

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

Recognizing the performance obligations of attorneys as professionals and their exemption from overtime standards, the following terms are to govern starting January 1, 2008.

The following terms shall take precedence over MOU Section 19 and 20 and Appendix C to the extent inconsistent therewith:

- A. Employees shall work all hours necessary to accomplish their assignments and fulfill the responsibilities of their job classification to the State Bar. Employees normally work 80 hours per two-week pay period; however, work periods of a longer duration may be required.
- B. Employees shall relinquish all entitlement to "comp time." MOU Section 20 shall be extinguished in its entirety. "Comp time" on record as accumulated and unused as of December 31, 2007, shall be governed by MOU Section 20.B. "Comp time" shall not be accrued after December 31, 2007.
- C. MOU Section 19.H, regarding break time and lunch periods, is extinguished in its entirety, and the 2018-2019 MOU reflects this change.
- D. Employees shall retain eligibility for Alternative Work Schedules (AWSs) as set forth in the second and third paragraphs of MOU Section 19.C and Appendix C, 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.

- E. 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.
- F. Employees shall continue to record work time on and submit time cards for tracking purposes.
- G. 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 26.E.

IT IS SO AGREED:

FOR SERVICE EMPLOYEES INTERNATIONAL UNION

By: /s/ James Firth
Worksite Manager, Local 535

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

FOR THE STATE BAR OF CALIFORNIA

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

Appendix G

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.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 E/F.
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, 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

MOU APPENDIX H
LETTER OF UNDERSTANDING
ATTORNEY UNIT
Attorney Grade 16A, 17A, 18A Classifications

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

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

Following “meet and confer” sessions, the following agreements are reached:

1. It is agreed that the Grade 16A and 17A Attorney and Senior Trial Attorney positions are modified as set forth in the job descriptions provided in the State Bar’s October 24, 2012, letter and attached to the State Bar’s November 7 proposal. This establishes a “bright line” distinction between the 16A and 17A grades based on the Grade 17A Senior Trial Attorney undertaking lead “first chair” trial responsibilities on all trials except routine and uncontested matters, which may be delegated to Grade 16A Attorneys. Grade 16A attorneys may also undertake Grade 17A Senior Trial responsibilities for training purposes under the oversight of a Grade 17A Attorney.
2. In transitioning to this new model where Grade 17A Senior Trial Attorneys are lead trial attorneys on trials, the State Bar will, in due course, post and fill more 17A Senior Trial Attorney positions, to the extent budget limitations allow. In the transition to this model, Grade 16A Attorneys who continue to be assigned lead trial work in contested and non-routine trials, will be compensated consistent with the terms of MOU Section 22.M [paid a 5% differential in excess of their base 16A salary, or the minimum of the 17A range, whichever is greater, for the period the incumbent performs lead trial work consistent with Grade 17A], when a Grade 16A Attorney spends more than 50% of his or her time in a two week period performing Grade 17A duties. Disputes regarding eligibility for the 5% differential shall be resolved in accordance with MOU Section 22.B. This provision of out-of-classification pay is not intended to be a substitute on a permanent basis for having 16A Attorneys perform Attorney 17A duties.
3. In posting and filling Grade 17A Senior Trial Attorney positions, the State Bar will adhere to MOU Section 13 [Promotions and Transfers]. To assess “merit and ability” in the interview process under MOU Section 13.G, the State Bar will use the following standards: 1/3 of the assessment will be based on past State Bar performance as reflected in performance evaluations and other available data; 1/3 will be based on management’s overall assessment from the interview and

other sources; 1/3 will be based on an objective written test assessment of trial skills and knowledge of governing State Bar standards (e.g., Rules of Professional Conduct, Rules of Procedure, etc.). Management's overall assessment, including the interview, will examine: trial skills; relevant experience; investigative skills; legal writing skills; collaboration and communication skills; oral advocacy skills; as well as general interview presentation.

IT IS SO AGREED:

FOR SERVICE EMPLOYEES INTERNATIONAL UNION

Date: December 10, 2012

Signature: /s/ York Chang

OR THE STATE BAR OF CALIFORNIA

Date: December 10, 2012

Signature: /s/ Robert Hawley

APPENDIX I

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, participating Employees shall receive a pay differential equal to the minimum salary 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 they are 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.

