

**STATE BAR OF CALIFORNIA LETTER OF UNDERSTANDING**  
**CATASTROPHIC LEAVE FOR JANUARY 2025 LOS ANGELES AREA WILDFIRES**

It is AGREED AND ACCEPTED between the State Bar of California (State Bar) and the Service Employees International Union, Local 1000 (the Union) (collectively, Parties) to enter into the following Letter of Understanding regarding Employees' use of Catastrophic Leave for reasons related to the January 2025 Los Angeles area wildfires. The State Bar and the Union have agreed to modify *Section 27.M – Catastrophic Leave Bank* of the General Unit and Attorney Unit Memoranda of Understanding (MOUs) as follows:

**M. CATASTROPHIC LEAVE BANK**

Each calendar year an Employee may elect to donate the value of up to a combined total of ~~five (5)~~ **ten (10)** 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, or due to effects of the January 2025 Los Angeles area wildfires as described below.

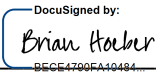
1. The following definitions shall be used in the application of this provision.
  - a. Catastrophic illness or injury is defined as a (1) non-work related illness or injury, (2) medically certified by a physician to be serious, debilitating and disabling and which in the opinion of the certifying physician 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. Catastrophic leave for the January 2025 Los Angeles area wildfires shall be leave for an employee who faces financial hardship because the employee has exhausted all of their eligible leave and is unable to work due to the effects of the January 2025 Los Angeles area wildfires on the employee's primary residence. Notwithstanding the limitations for using sick leave set forth in Section 27.A, Employees identified in this paragraph may use sick leave to cover absences that are a result of the effects of the January 2025 Los Angeles area wildfires.
  - c. 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 may do so at any time through the Oracle self-service system. Such donations shall be deducted from the donor Employee's account. If an Employee would like to donate to a specific recipient, they must e-mail the Office of Human Resources and indicate to whom they would like to donate. If no specific recipient is identified, the donation will be applied to the general Catastrophic Leave bank. If donations exceed need for a specific recipient, funds will roll over into the general Catastrophic Leave Bank.
3. If available, payments from the bank may be made:

- a. Upon the request of the ~~ill or injured~~ eligible Employee; and
  - b. Upon determination by the ~~Chief Administrative Officer~~ Director of Human Resources or designee that the Employee is unable to work due to a medically verified non-work related catastrophic illness or injury, or they are facing a financial hardship due to the effects of the January 2025 Los Angeles area wildfires; 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~~ Director of Human Resources 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~~ eligible Employee's State Bar health insurance at the time the Employee became incapacitated or began facing financial hardship due to the January 2025 Los Angeles area wildfires;
- Replenish the ~~ill or injured~~ eligible 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 or replenish the eligible Employee's exhausted vacation leave bank with paid vacation leave up to an amount not to exceed twelve (12) weeks. Under no circumstances shall an Employee receive more than a total of twelve (12) total weeks of paid leave accruals, whether sick or vacation, from the Catastrophic Leave Bank for one event;
- b. 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.

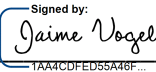
This Letter of Understanding shall be effective upon signing by both Parties.

IT IS SO AGREED:

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1000

By:   
Brian Hoeber, Staff Attorney  
SEIU Local 1000

Date: 1/15/2025 | 4:06 PM PST

By:   
Jaime Vogel, Acting President  
SEIU Local 1000

Date: 1/15/2025 | 4:44 PM PST

THE STATE BAR OF CALIFORNIA

By:   
Leah Wilson  
Executive Director

Date: 1/15/2025 | 9:47 PM PST