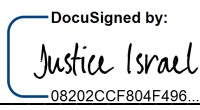


TENTATIVE AGREEMENT

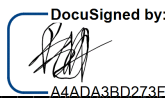

On December 7, 2022, the State Bar and SEIU Local 1000 reached a tentative agreement on the proposal below. Per the Ground Rules, all tentative agreements are subject to an overall agreement and an overall agreement is subject to approval by the Board of Trustees and the membership of the Union.

Tentative Agreement:

For the State Bar:

 08202CCF804F496...	12/9/2022
_____ Justice Israel	_____ Date

For the Union:

 A4ADA3BD273F479	12/9/2022
_____ Brian Hoeber	_____ Date
 B8D3BB36FF754C5...	12/9/2022
_____ Andrew Vasicek	_____ Date

SB #12 and #14 Redline **[With T&D MQ Waiver Language]**

- Section 9 – Initial Probationary Period (GU)
- Section 9 – Initial Probationary Period (AU)
- Section 13 – Promotions and Transfers (GU)
- Section 13 – Promotions and Transfers (AU)
- Section 26 – Vacations (Both Units)
- Section 27 – Paid Personal Leave and Paid Sick Leave (Both Units)

SECTION 9. INITIAL PROBATIONARY PERIOD [GU]

A. Beginning on the date this MOU is ratified and becomes effective, employment as a regular full-time or regular part-time Employee in a General Unit job classification shall be subject to an initial probationary period of twelve (12) months.

B. The twelve (12) month period shall be automatically 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 automatically extended by one day for each day or partial day of work the Employee misses beyond ten. Any absence from work, including, but not limited to the use of vacation leave, sick leave, personal leave, bereavement leave, jury duty leave, or any other form of paid or unpaid leave, shall count towards extending the Employee's probationary period.

C. In addition to any automatic probationary period extensions due to absences from work under Section 9.B, the State Bar may extend an initial probationary period by up to three (3) months for reasons including, but not limited to, Employee performance concerns, and/or need for additional training during the Employee's probationary period. Change of supervision shall not be a reason for extending an Employee's probationary period. The State Bar shall give notice to the Union at the time that it intends to extend an Employee's probationary period.

D. 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.

E. Extensions of an initial probationary period pursuant to Section 9.B or 9.C will not alter an Employee's anniversary date.

SECTION 9. INITIAL PROBATIONARY PERIOD [AU]

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 automatically 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 automatically extended by one day for each day or partial day of work the Employee misses beyond ten. Any absence from work, including, but not limited to, the use of vacation leave, sick leave, personal leave, bereavement leave, jury duty leave, or any other form of paid or unpaid leave, shall count towards extending the Employee's probationary period.

C. In addition to any automatic probationary period extensions due to absences from work under Section 9.B, the State Bar may extend an initial probationary period by up to three (3) months for reasons including, but not limited to, Employee performance concerns and/or need for additional training during the Employee's probationary period. Change of supervision shall not be a reason for extending an Employee's probationary period. The State Bar shall give notice to the Union at the time that it intends to extend an Employee's probationary period.

D. 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.

E. Extensions of an initial probationary period pursuant to Section 9.B or 9.C will not alter an Employee's anniversary date.

SECTION 13. PROMOTIONS AND TRANSFERS [GU]

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

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

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

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

E. If the designated representative of the Office of Human Resources initially determines that the Employee applicant appears to meet the minimum qualifications for the position, the designated representative will forward the application to the first level manager responsible for filling the position or 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. Additionally, at its sole discretion, the State Bar may elect to waive minimum educational and experience qualifications of a position for an Employee who has successfully completed a Training & Development (T&D) program for the promotional position.

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 Subsections 8.A or C. However, in order for allegations described in Subsection H to invoke the grievance/arbitration procedure with respect to discrimination under MOU Subsections 8.A. or C, they must be supported by clear and convincing evidence.

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

K. 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 the 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. The State Bar shall consider advancement to journey-level positions for entry-level

Employees in the , Public Trust Representative I, General Services Specialist I, Investigator I, , IT Support Technician I, IT Analyst I, IT Business Analyst I, Legal Secretary I and Program SpecialistI job classifications if all of the following conditions are met:

1. Employees have completed at least two years of service in that job classification;
2. Employees have been rated as “Meets Requirements” or “Exceeds Requirements” in their last two annual performance evaluations;
3. Employees are deemed by their manager to meet the Knowledge and Abilities set forth in the job description for the journey-level position (e.g., Investigator II, PTR II) in their job series; and
4. Employees have been assessed by their manager to meet certain core competencies that journey-level Employees in that job series must exhibit.

Management has the sole discretion to identify, and modify in the future, the core competencies needed to be successful in the journey-level position. Management shall maintain documents listing currently applicable core competencies for the, Public Trust Representative II, General Services Specialist II, Investigator II, , IT Support Technician II, IT Analyst II, IT Business Analyst II, Legal Secretary II and Program Specialist II job classifications and will make them available to members of the General Unit Bargaining Unit upon request.

Employees in the above-listed entry level positions or their managers may initiate a review for advancement to a journey-level position within the job series after two years of service with two annual performance evaluations with at least Meets Requirements ratings. Management has the sole discretion to waive the education and/or experience minimum qualifications of the journey-level classification when evaluating entry-to-journey advancement.

The decision to advance entry-level Employees to journey-level positions within the job series shall not be subject to the grievance procedure. However, advancing an eligible Employee from entry-level to journey-level positions shall not be unreasonably denied. If an entry-level Employee is denied advancement under this subsection, the manager making the assessment shall provide the unsuccessful Employee with a written statement detailing the reason why the advancement was denied and identify improvements which, if achieved, will lead to advancement from the entry-level position to the journey-level position in the future.

The salary of Employees who are successfully advanced from entry-level to journey-level shall be set consistent with Section 22.J. Employees who are successfully advanced from entry-level to journey-level shall serve a six (6) month probationary period. If they fail their probationary period, such Employees shall be returned to their entry-level position and returned to their prior salary as it existed prior to their advancement.

Advancement from entry-level to journey-level under this subsection shall not be used to fill already-posted vacancies or vacancies created by the departure or promotion of another Employee. Nothing in this subsection is intended to imply that Employees cannot apply for vacant

positions that are internally posted, even if they have been determined to not meet the requirements or core competencies for advancement from entry to journey-level position after they have been considered under this subsection.

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

N. An Employee who is promoted or transfers shall serve a probationary period of six (6) months in the new position for a General Unit position. The new probationary period shall commence on the effective date of the Employee's promotion or transfer. Probationary periods for promotions and transfers shall be subject to the extension procedures identified in Section 9.B and 9.C. Probationary period extensions for promotions and transfers will not alter an Employee's anniversary date.

O. 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.O.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.O.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.

P. 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.

Q. 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 13. PROMOTIONS AND TRANSFERS [AU]

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 within the final two months 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. Probationary periods for promotions and transfers shall be subject to the extension procedures identified in Section 9.B and 9.C. Probationary period extensions for promotions and transfers will not alter an Employee's anniversary date.

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 26. VACATIONS

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

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

B. Employees may request, and if approved, use accrued vacation time during their initial probationary period. However, using vacation time during an Employee's initial probationary period may extend that probationary period under Section 9.B and 9.C. Extensions of an initial probationary period pursuant to Section 9.B or 9.C will not alter an Employee's anniversary date.

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

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

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

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

G. An Employee shall not accrue more than thirty (60) 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 four 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 a domestic partner, that cannot be accommodated at times other than during normal State Bar working hours.

B. Paid Personal Leave can be used for absences for any personal reasons. .

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 probationary period may extend that probationary period under Section 9.B. or 9.C. Extensions of an initial probationary period pursuant to Section 9.B or 9.C 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. Employees may request, and if approved, use Paid Personal Leave during their probationary periods; however, an Employee's use of Paid Personal Leave during their probationary period may extend that probationary period under section 9.B and 9.C. Extensions of an initial probationary period pursuant to Section 9.B or 9.C will not alter an Employee's anniversary date.

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

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

G. An Employee 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. An Employee with 10 or more years of service may take a maximum of six (6) 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 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 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.