



The State Bar of California

OPEN SESSION AGENDA ITEM 708 MAY 2020

DATE: May 14, 2020

TO: Members, Board of Trustees

FROM: Steve Mazer, Chief Administrative Officer
Jay Lee, Assistant General Counsel, Office of General Counsel

SUBJECT: Approval of Revisions to Rules and Regulations Pertaining to the Employment of Executive Staff Employees and to the Rules and Regulations Pertaining to the Employment of Confidential Employees

EXECUTIVE SUMMARY

This agenda item requests the Board of Trustees to approve revisions to the Rules and Regulations Pertaining to the Employment of Executive Staff Employees (Executive Staff Rules) and the Rules and Regulations Pertaining to the Employment of Confidential Employees (Confidential Staff Rules), following the approval of new Memoranda of Understanding (MOUs) with the State Bar's represented rank-and-file staff.

BACKGROUND

On April 16, 2020, the Board of Trustees approved new MOUs between the State Bar and its employees' union, Service Employees International Union, Local 1000. The new MOUs made changes to various benefits provided to represented rank-and-file staff, and changes to various terms and conditions of their employment. No similar changes were made to the rules affecting Executive and Confidential Staff.

DISCUSSION

The adoption of the MOUs for Bargaining Unit Staff included added benefits. To ensure fairness and equity, comparable or related changes for Executive and Confidential staff are needed. Additional changes are proposed to align certain Confidential Staff Rules to the existing

Executive Staff Rules. Finally, some changes are proposed in order to update or delete outdated items.

Staff recommends the Executive Staff Rules and Confidential Staff Rules be revised as discussed below. A summary of the proposed rule changes is included as Attachment A. The full text of the proposed rules is included as Attachments B and C.

Salary Rates and Classifications

Staff recommends that the Confidential Staff Rules be revised at Section 10 to add the same salary compaction provision for Confidential supervisors that was provided to Bargaining Unit supervisors in the 2018 – 2019 MOUs. Staff also recommends that the opportunity to receive a Bilingual Pay Differential following language certification, currently available only to Bargaining Unit Staff, be extended to Confidential Staff as well.

Proposed Confidential Staff Rules, Section 10.F

Every Confidential 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.

Proposed Confidential Staff Rules, Section 10.G

Once a Confidential 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. Confidential Employees on this list will be eligible for rotational bilingual assignments. If a Confidential 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.

Hours of Employment

Staff recommends that the Confidential Staff Rules be revised at Section 14 to make the following changes to non-exempt Confidential Employee hours: i) eliminate the provision for Compensatory Time Off; ii) change the Make Up Time provision from two hours in a pay period to four hours in a work week; and iii) add the option of a 45-minute lunch period to the existing 30- and 60-minute options. These changes are identical to those made for Bargaining Unit non-exempt staff in the MOUs.

Proposed Confidential Staff Rules, Section 14

Former Section 15.E.2.g. Compensatory Time Off: Deleted

Section 14.E.2.g. With the advance approval of their immediate supervisor/manager, a Non-Exempt Confidential Employee may make up, up to four (4) hours per pay period. The time must be made up within the same Individual Week as the absence. Supervisor/manager approval must be obtained prior to the scheduling or working of make-up time. Approval of such requests shall not be unreasonably denied by supervisors/managers. Employees will not make such requests excessively. Time made up under this provision shall not constitute overtime under this Section.

Section 14.E.3. Non-Exempt Confidential Employees shall be entitled to a fifteen (15) minute paid rest period during each half-day and shall have the option of selecting either a thirty (30) minute, forty-five (45) minute or one (1) hour lunch break as part of their regular work schedule. Non-Exempt Confidential Employees shall choose the length of their lunch period by either July 1, 2020, or their first day of employment, whichever is later. Lunch periods shall not be taken at the beginning or end of an Individual Workday.

Equal Employment Opportunity

Staff recommends that the Executive Staff Rules be revised at Section 8 and the Confidential Staff Rules be revised at Section 7 to add gender and gender identity to the list of protected classes, as was done in the MOUs.

Proposed Executive Staff Rules, Section 8 / Confidential Staff Rules, Section 7

The State Bar 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. The State Bar shall not discriminate against [Executive/Confidential] Employees based on these factors in violation of state or federal law.

Education and Training

Staff recommends that the Confidential Staff Rules be revised at Former Section 29, to delete the existing rule in its entirety, as it is superfluous. The State Bar covers such expenses and does not require the employee to take banked time to attend required job-related education or training. There is no corresponding section in the Executive Staff Rules. By including this provision specifically for Confidential Staff and no others, it can be read to imply that the rules are different for Executives and Bargaining Unit Staff.

Proposed Confidential Staff Rules, Former Section 29: Delete

~~A. Confidential Employees required to attend job-related educational or training sessions shall do so without loss of pay or out-of-pocket expense. The term "required" as used herein does not include the requirements of the State Bar's or other mandatory Minimum Continuing Legal Education programs.~~

~~B. Attendance at non-required educational or training sessions may be with or without pay and/or expense reimbursement, subject to the discretion of the Executive Director or designee.~~

Professional Licenses, Dues and Fees

Staff recommends that the Executive Staff Rules be revised at Section 22 and the Confidential Staff Rules be revised at Section 17. The State Bar has historically paid the State Bar licensing fee for all categories of employees in positions requiring the license. The State Bar has also paid for professional dues and fees for non-attorney Executive Staff, but not Confidential or Bargaining Unit Staff. A new MOU provision provides Bargaining Unit Staff with an annual \$250 subsidy for dues and fees for specified job-related licenses or professional certifications (including a license from the State Bar), even if not required for the position. Removing the provision that a State Bar license is required for the position in order to be paid will be applied to Executive and Confidential Staff, and the provision for other professional dues and fees, not currently provided to Confidential Staff, will be extended to Confidential Staff. Payment for other professional dues and fees for Executive and Confidential Staff will be limited to the amount of the State Bar licensing fee, not the \$250 limit provided in the new benefit to Bargaining Unit Staff.

Proposed Executive Staff Rules, Section 22 / Confidential Staff Rules, Section 17

A. The State Bar shall pay annual State Bar licensing fees as set forth in the Business and Professions Code for Employees who have been admitted to practice law in the State of California.

B. For Employees who are not admitted to practice law in the State of California, the State Bar shall pay annual membership fees in job-related professional associations, but not in excess of the highest amount of annual fees paid pursuant to subsection A of this section.

Paid Sick Leave and Personal Days

Staff recommends that the Executive Staff Rules be revised at Section 11 and the Confidential Staff Rules be revised at Section 20. A new MOU provision provides Bargaining Unit staff with an increase from two to four Personal Days after five years of service, and the addition of a fifth Personal Day in any year where they receive an "Exceeds Expectations" rating on their annual

performance evaluation. This rule change will increase Personal Days for Confidential Staff from two to four, regardless of length of service, and will provide the same additional day for an Exceeds Expectations performance rating. Currently, Executive Staff do not have Personal Days or the equivalent. This rule change will provide Personal Days to Executive Staff in the same manner as proposed for Confidential Staff. As a small added benefit, this change will increase annual Sick Leave accrual for Confidential Staff from 10 to 12 days per year, and will increase the Sick Leave accrual cap for Confidential Staff from 70 to 240 days, to align with Executive Staff (the Judicial Council and the State Executive Branch also provide 12 Sick Leave days, and do not impose any cap).

Proposed Confidential Staff Rules, Section 20

D. Regular full-time Confidential Employees accrue Paid Sick Leave credit at the rate of one (1) work day per month (12 work days per year). Part-time Confidential Employees accrue Paid Sick Leave on a pro-rata basis.

F. A Confidential Employee shall not accrue more than 240 days of sick leave.

Proposed Executive Staff Rules, Section 11.E / Confidential Staff Rules, Section 20.I

Employees may take a maximum of four (4) Paid Personal days per calendar year. Paid Personal Days are generally approved only for absences due to family emergencies, legal proceedings to which the Employee is a party, religious holidays, school-related functions of minor children or unexpected problems that cannot be accommodated at times other than during normal State Bar working hours. Employees will not be paid for Paid Personal Days not taken and Personal Days will not accumulate or carry over from year to year. Employees who receive an "Exceeds Expectations" rating on their annual performance evaluation shall be awarded one additional Paid Personal Day to be used within one year of receiving the qualifying performance evaluation.

Vacation

Staff recommends that the Executive Staff Rules be revised at Section 14 and the Confidential Staff Rules be revised at Section 19. This change would increase the vacation "cash in" limit to three weeks per year, to align with a new MOU provision for Bargaining Unit Staff. As a small added benefit for Executive and Confidential Staff, staff recommends increasing the Vacation accrual cap from 55 to 80 days regardless of length of service (the Judicial Council and the State Executive Branch have an 80 day cap).

Proposed Executive Staff Rules, Section 14.D / Confidential Staff Rules, Section 19.D

Notwithstanding any other provision of this section, vacation accrual shall be capped at 80 days.

Proposed Executive Staff Rules, Section 14.F/ Confidential Staff Rules, Section 20.J

Employees may, at the discretion of the Executive Director, cash in accrued and unused vacation in increments of one week, not to exceed a total of three weeks per calendar year.

Bereavement Leave

Staff recommends that the Executive Staff Rules be revised at Section 16 and the Confidential Staff Rules be revised at Section 23, to add aunts, uncles, nieces and nephews to the definition of “immediate family” for the purpose of Bereavement Leave, as was done in the MOUs.

Proposed Executive Staff Rules, Section 16 / Confidential Staff Rules, Section 23

In the event of a death in the immediate family (i.e., spouse, including domestic partner; child, including foster, step or adopted; parent; brother; sister; father-in-law, including father of domestic partner; mother-in-law, including mother of domestic partner; grandparent; grandchild; aunts, uncles, nieces and nephews), 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.

Catastrophic Leave Bank

Staff recommends that the Confidential Staff Rules be revised at Section 22, to modify the definition of “catastrophic illness or injury” to align with the definition adopted in the 2018-2019 MOUs. The definition was changed from “life threatening” to “serious, debilitating and disabling” illness or injury.

Proposed Confidential Staff Rules, Section 22.A.1

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 Confidential Employee from working for that period, and (3) which creates a financial hardship because the Confidential Employee has exhausted all of their sick bank and other paid time off.

Paid Child Bonding Leave

Staff recommends that the new Paid Child Bonding Leave benefit provided to Bargaining Unit Staff in the MOUs be extended to Executive and Confidential Staff as well.

Proposed Executive Staff Rules, New Section 20 / Proposed Confidential Staff Rules,
New Section 27

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 childbirth (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 Long Term Disability Insurance benefits, 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 Employees take leave from work due to a pregnancy or childbirth 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 Long Term Disability Insurance benefits or to take additional time for bonding with a new child.

Compulsory Leave of Absence

Staff recommends that the Confidential Staff Rules be revised at Section 28, to align the language regarding compulsory leaves of absence with the language found in the Executive Staff Rules.

Proposed Confidential Staff Rules, Section 28

The State Bar may place a Confidential Employee on compulsory leave, with or without pay, pending investigation into misconduct when it is deemed to be in the best interests of the State Bar.

Insurance Benefits

Staff recommends that the Executive Staff Rules be revised at Section 13. This section contains some outdated language that was relevant before the State Bar switched to CalPERS healthcare. The proposed language describes the health insurance benefit as it has existed

since switching to CalPERS in 2018. Comparable cleanup language changes were made in the MOUs.

Proposed Executive Staff Rules, Section 13

- A. The State Bar shall provide health insurance benefits to Employees through medical plans negotiated and administered by the 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. Dependent care coverage shall be extended to qualified domestic partners.
- B. Executive Staff will contribute to the cost of medical health insurance and dental insurance coverage as follows: Twenty percent (20%) of the total monthly premium cost for the coverage selected by the Employee. The premium cost will vary among three levels of coverage: 1) single party; 2) two party; and 3) family coverage.
- C. Executive Staff who provide the State Bar evidence of alternative medical insurance coverage may elect to "opt-out" of State Bar provided insurance benefits and will receive \$130 in addition taxable income per month in lieu of State Bar provided insurance benefits.
- D. The State Bar will maintain an Employee Assistance Program (EAP) in which Executive Staff may participate.

Budget Requirements

Staff recommends that the Executive Staff Rules be revised at Former Section 30, to delete the existing rule in its entirety, as it no longer reflects the State Bar's budget process. There is no corresponding section in the Confidential Staff Rules.

Executive Staff Rules Former Section 30: Delete

~~The annual budget of general and special funds shall have a contingency reserve allocated to cover the costs of the application and implementation of these Executive Staff Rules.~~

Technical Cleanup

Staff recommends that miscellaneous technical cleanup be made to the Executive Staff Rules and Confidential Staff Rules where necessary, as was done in the new MOUs. This includes: changing terms such as "Board of Governors" to "Board of Trustees" and "membership dues" to "licensing fees"; updating position titles to reflect the current organizational structure, such as "Office Director" and "Leadership Team"; making language gender-neutral by replacing terms

such as “he/she” with “they”; correcting internal section numbering and citations to section numbers in other sources; updating the State Bar’s mission statement and strategic plan goals to the versions most recently adopted by the Board; and similar technical changes required for clarity, accuracy and consistency.

FISCAL/PERSONNEL IMPACT

Two of the proposed rule changes will have a modest fiscal impact, with the actual cost determined by the number of employees using the benefit. These are: providing the option for a bilingual pay differential for Confidential Staff, estimated at \$12,000 per year; and expanding the subsidy for professional dues and fees for Confidential and Executive Staff, estimated at \$6,000 per year.

Two proposed rule changes offer significant economic value to employees without imposing a direct cost on the State Bar. First, providing Confidential and Executive Staff a comparable number of paid personal days as Bargaining Unit Staff has an estimated annual value of \$150,000. Second, paid child bonding leave had an estimated State Bar-wide value of \$250,000, as discussed during the approval of the new MOUs. This estimate included all State Bar employees who might use the benefit, whether Bargaining Unit, Executive or Confidential.

Expanding to Confidential Staff the rule to provide that supervisors must make 5 percent more than the people they supervise is not expected to have any immediate fiscal impact, but could have an impact in the future.

AMENDMENTS TO RULES OF THE STATE BAR

Yes. Amendments are sought to the Executive Staff Rules and Confidential Staff Rules as described above.

AMENDMENTS TO BOARD OF TRUSTEES POLICY MANUAL

None

STRATEGIC PLAN GOALS & OBJECTIVES

Goal: None - core business operations

RECOMMENDATIONS

Should the Board of Trustees concur in the proposed action, passage of the following resolution is recommended:

RESOLVED, that the Board of Trustees adopt the amended Rules and Regulations Pertaining to the Employment of Executive Staff Employees and the amended Rules and Regulations Pertaining to the Employment of Confidential Employees, as set forth above and in Attachments B and C.

ATTACHMENT(S)

- A. Summary of Proposed Rule Changes
- B. Proposed Executive Staff Rules as Amended
- C. Proposed Confidential Staff Rules as Amended

ATTACHMENT A
SUMMARY OF PROPOSED CHANGES TO
EXECUTIVE STAFF RULES AND CONFIDENTIAL STAFF RULES

Category	Change to Executive Staff Rules	Change to Confidential Staff Rules
Salary Rates and Classifications	No changes	Supervisors shall earn at least a 5% wage differential over their highest paid subordinate. Employees are eligible for a Bilingual Pay Differential following language certification. (Align with existing benefit in bargaining unit MOU)
Hours of Employment	No changes	Eliminate Compensatory Time Off for non-exempt employees Change Make Up Time provision for non-exempt employees from two hours in a pay period to four hours in a work week Add the option of a 45-minute lunch period to the existing 30- and 60-minute options for non-exempt employees. (Align with changes in bargaining unit MOU)
Equal Employment Opportunity	Add gender and gender identity to the list of protected classes (align with change in bargaining unit MOU).	Add gender and gender identity to the list of protected classes (align with change in bargaining unit MOU).
Education and Training	N/A, no corresponding rule.	Delete rule on this subject, as it is superfluous.
Professional Licenses, Dues and Fees	Payment for State Bar licensing fee for all employees, even if license not required (align with changed benefit in bargaining unit MOU).	Payment for State Bar licensing fee for all employees, even if license not required (align with changed benefit in bargaining unit MOU). Payment for membership fees in job-related professional associations, up to the amount of the State Bar licensing fee (align with existing Executive Staff rule).
Paid Sick Leave and Personal Days	Increase annual Personal Days from zero to four, regardless of length of service, with a fifth day in any year where	Increase annual Personal Days from two to four, regardless of length of service, with a fifth day in any year where

Category	Change to Executive Staff Rules	Change to Confidential Staff Rules
	employee receives an “Exceeds Expectations” performance evaluation rating (new, and modified from changed benefit in bargaining unit MOU).	employee receives an “Exceeds Expectations” performance evaluation rating (modified from changed benefit in bargaining unit MOU). Increase annual Sick Leave accrual cap from 70 to 240 days (align with existing Executive Staff rule).
Vacation	Increase vacation cash in limit from two to three weeks (align with changed benefit in bargaining unit MOU). Increase Vacation accrual cap from 55 to 80 days regardless of length of service (align with Judicial Council and State Executive Branch).	Increase vacation cash in limit from one to three weeks (align with changed benefit in bargaining unit MOU). Increase Vacation accrual cap from 55 to 80 days regardless of length of service (align with Judicial Council and State Executive Branch).
Bereavement Leave	Add aunts, uncles, nieces and nephews to the definition of “immediate family” for the purpose of bereavement leave (align with changed benefit in bargaining unit MOU).	Add aunts, uncles, nieces and nephews to the definition of “immediate family” for the purpose of bereavement leave (align with changed benefit in bargaining unit MOU).
Catastrophic Leave Bank	N/A, no corresponding rule.	Change the definition of “catastrophic illness or injury” from “life threatening” to “serious, debilitating and disabling” (align with changed benefit in bargaining unit MOU).
Paid Child Bonding Leave	Add new Paid Child Bonding Leave benefit (align with new benefit in bargaining unit MOU).	Add new Paid Child Bonding Leave benefit (align with new benefit in bargaining unit MOU).
Compulsory Leave of Absence	No change.	Align the language with the Executive Staff Rules.
Insurance Benefits	Clean up language to remove outdated references to pre-CalPERS healthcare.	No change
Budget Requirements	Delete rule, as it is outdated.	N/A, no corresponding rule.
Technical Clean Up	Miscellaneous technical changes required for clarity, accuracy and consistency, throughout (e.g., updating position titles, updating outdated terms, adding gender-neutral language).	Miscellaneous technical changes required for clarity, accuracy and consistency, throughout (e.g., updating position titles, updating outdated terms, adding gender-neutral language).

THE STATE BAR OF CALIFORNIA

RULES AND REGULATIONS PERTAINING TO THE EMPLOYMENT OF EXECUTIVE STAFF EMPLOYEES

Adopted February 5, 1982

Amended

July 27, 1984

July 19, 1986

April 21, 1988

July 1, 1992

January 1, 2004

January 1, 2005

June 17, 2006

August 19, 2006

November 17, 2006

January 1, 2012

January 1, 2014

January 26, 2017

April 10, 2017

July 17, 2017

May 14, 2020

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**RULES AND REGULATIONS PERTAINING
TO THE EMPLOYMENT OF
EXECUTIVE STAFF EMPLOYEES**

SECTION 1. GENERAL PROVISIONS

A. The following Rules and Regulations Pertaining to the Employment of Executive Staff Employees (hereinafter "Executive Staff Rules") are hereby adopted and shall govern the terms and conditions of employment of all employees, other than the Executive Director, of The State Bar of California (hereinafter "the State Bar") who are designated as Executive Staff Employees. These Executive Staff Rules embody the terms and conditions of employment of the State Bar's Executive Staff Employees and nothing shall confer any additional right or benefit upon any Executive Staff Employee. Any term or condition of employment of an Executive Staff Employee, other than the Executive Director, which is inconsistent with the provisions of these Rules and Regulations is hereby extinguished.

B. These Executive Staff Rules are adopted in recognition of the special relationship that exists between the State Bar and its Executive Staff who have significant responsibility for representing the institutional interests of the State Bar in the formulation, determination and effectuation of policies and programs.

C. The State Bar's primary mission is public protection. The State Bar's ability to meet its mission depends upon Executive Staff taking personal and professional leadership responsibility for providing high quality service in the regulation of the legal profession. The changing demands upon the legal system and upon the State Bar make it imperative that Executive Staff commit themselves to assuring high quality service that meets the needs of the public. Accordingly, Executive Staff Employees undertake a special commitment to provide high quality leadership to the organization in its efforts to regulate the legal profession and serve 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.

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.

D. The Executive Director may issue Administrative Advisories consistent with these Rules. These Executive Staff Rules, as amended from time to time by the Board of Trustees of the State Bar (hereinafter "Board"), supersede all prior Executive Staff Rules and other terms and conditions of employment, agreements, representations and understandings, whether oral or written, express or implied, by and between the State Bar and any Executive Staff Employee.

SECTION 2. STATEMENT OF INTENT

In adopting these Executive Staff Rules, the Board recognizes that the employment and retention of qualified, competent Executive Staff Employees is an essential ingredient for the effective organization, management and administration of the State Bar and for the achievement of the State Bar's public protection mission.

SECTION 3. AUTHORITY FOR ADMINISTRATION

The Executive Director, within budgetary guidelines determined by the Board, is responsible for the day-to-day administration, interpretation, enforcement and operation of these Executive Staff Rules. The Executive Director or their designee is the authorized agent to resolve any issues concerning the interpretation and operation of these Executive Staff Rules and may do so through the issuance of Administrative Advisories consistent with these Rules.

SECTION 4. DEFINITIONS

A. "Board" is the Board of Trustees of the State Bar.

B. "Chief Trial Counsel" is the Chief Trial Counsel appointed pursuant to Business & Professions Code section 6079.5.

C. "Days" are Calendar days, unless otherwise specifically stated

D. "Employee" or "Employees" are Executive Staff Employees, unless otherwise specifically stated.

E. "Executive Director" is the Executive Director of the State Bar appointed by the Board of Trustees.

F. "Executive Staff" is those positions designated from time to time by the Executive Director, in accordance with section 3.7 of the Rules and Regulations for the Administration of Employer-Employee Relations, to manage the State Bar. In so designating the Executive Staff, the Executive Director shall be guided by section 3513 of the Government Code. The Executive Director shall maintain a roster of current Executive Staff positions.

G. "Executive Staff Employee" or "Executive Staff Employees" are those employees of the State Bar in positions designated as Executive Staff including Senior Executive Staff Employees. An Executive Staff Employee remains such an employee until his or her position ceases to be so designated.

H. "General Counsel" is the General Counsel of the State Bar.

I. "Leadership Team" shall mean the Executive Director and the following positions: Chief Trial Counsel, General Counsel (Chief Legal Officer), Chief Programs Officer, Chief Financial Officer, Chief Administrative Officer and Chief Mission Officer.

J. "Office Director" shall mean a Director-level Executive Staff Employee that reports directly to a member of the Leadership Team and oversees an Office.

K. "Secretary" is the Secretary of the State Bar selected Pursuant to Business & Professions Code section 6022.

L. "Senior Executive Staff Employee" shall mean a member of the Leadership Team, a Deputy Chief reporting to a member of the Leadership Team, an Office Director, and the Clerk of the State Bar Court.

M. "State Bar" is The State Bar of California as defined in Business & Professions Code sections 6001 et seq.

SECTION 5. TERMINATION AND DEMOTION

A. All employment with the State Bar as an Employee is terminable at will, with or without cause, by either the State Bar or the Employee. Unless the Board has retained to itself the discretion to appoint or terminate an Employee, an Employee serves at the pleasure of the State Bar and may be terminated, disciplined or demoted at will by the Executive Director.

B. No member of the Board, the Executive Director, any Employee or other employee or agent of the State Bar shall have the authority to make any agreement different from these Rules.

C. In the event that an Employee is demoted, their salary shall be adjusted in an appropriate amount as determined by the Executive Director.

SECTION 6. SEVERANCE PAY

A. This section is adopted in recognition that an Employee serves at the pleasure of the State Bar and can be terminated for any reason whatsoever.

B. This section shall not apply to an Employee whose involuntary termination or resignation is by reason of his or her commission of an act involving moral turpitude, dishonesty, corruption or similar act of gross misconduct, whether the act is committed in the course of their employment or otherwise. This section shall also not apply where an Employee is terminated pursuant to the long-term disability provisions of section 12.E, of these Executive Staff Rules. This section shall also conform to the requirements of California Government Code §53260 when an Employee’s term of employment is defined by contract or statute.

C. Upon involuntary termination or upon involuntary resignation, the State Bar shall pay severance pay to the Employee. The amount of such severance pay shall be calculated on the basis of the Employee's continuous length of service with the State Bar, as an Executive Staff Employee, as follows:

Less than one (1) year of continuous service	One (1) month
One (1) year or more of continuous service	One (1) month for each completed year of continuous service, up to a maximum of six (6) months

D. Subject to subsection B, and irrespective of subsection C of this section, the severance pay for Senior Executive Staff Employees shall be an amount equal to six (6) months’ salary for such Senior Executive Employee regardless of the length of their employment with the State Bar.

E. The term "length of employment" means the length of continuous regular full- time State Bar service from the actual date of initial employment as an Employee to the actual date of involuntary termination or resignation as an Employee.

F. Severance pay shall be calculated on the basis of the salary which the Employee is receiving at the time of their involuntary termination, resignation or retirement.

G. The affected Employee may specify whether the applicable severance pay is to be paid as a lump sum or in non-interest bearing installments over a period of time specified by the Employee, provided that the installment payments shall not extend over a period in excess of six (6) months from date of severance.

SECTION 7. HOURS OF EMPLOYMENT

A. Hours of employment will typically be a 40 hour work week, however, inasmuch as the compensation of Employees is based upon the duties that they are required to perform, the hours of employment of Employees are those necessary to reasonably and competently discharge such responsibilities. Accordingly, and consistent with the governing terms of the Fair Labor Standards Act, Employees are not eligible for either overtime compensation or compensatory time off. Nothing in this paragraph shall be interpreted as a limitation on the Executive Director's authority to direct the work and manage the workflow of the State Bar.

B. Although Executive Staff Employees are not entitled to compensatory time off, it is acknowledged that the hours of employment necessary to reasonably and competently discharge the Employee's responsibilities may from time to time necessitate the Employee's absence from the State Bar during normal working hours in order to attend to personal or legal obligations, emergencies or other pressing business that could not otherwise be accomplished outside of working hours provided, however, that this provision shall not be abused.

SECTION 8. EQUAL EMPLOYMENT OPPORTUNITY

The State Bar 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. The State Bar shall not discriminate or retaliate against Executive Staff Employees based on these factors in violation of state or federal law. Administrative Advisories issued periodically by the Executive Director set forth the State Bar's policies on this subject.

SECTION 9. PLACEMENT, HIRING AND SALARY RATES

A. Employees shall be appointed by the Executive Director and serve at the pleasure of the Executive Director except as set forth in these Rules and in the Policy Manual of the Board of Trustees.

B. The Executive Director shall be subject to those terms and conditions of employment established by the Board of Trustees for that position independently of these Rules.

C. Subject to the above, the Executive Director shall determine the placement, hiring and salary rates of Executive Staff positions and shall be guided by the nature of the duties required to be performed, the level of difficulty of such duties and the level of responsibility required to be assumed. Executive Staff salaries may be adjusted by the Executive Director from time to time consistent with budgetary constraints set by the Board and with annual

performance evaluations as set forth in these Rules.

D. Subject to budgetary constraints set by the Board and annual performance evaluations as set forth in these Rules, the Executive Director may also provide to Executive Staff performance-based incentives.

SECTION 10. EVALUATIONS

The performance of Employees shall be evaluated annually. A copy of each evaluation shall be provided to and discussed with the affected Employee.

SECTION 11. PAID SICK LEAVE AND PAID PERSONAL DAYS

A. Sick leave is defined as absence from work due to illness, medical care, dental care, eye care of the Employee or a member of the Employee's immediate family, including a domestic partner, that cannot be accommodated at times other than during normal State Bar work hours.

B. Employees accrue paid sick leave credit at the rate of one (1) workday per month (12 working days per year).

C. An Employee shall not accrue more than two hundred forty (240) days of paid sick leave.

D. 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 full year of continuous service with the State Bar 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.

E. Employees may take a maximum of four (4) Paid Personal days per calendar year. Paid Personal Days are generally approved only for absences due to family emergencies, legal proceedings to which the Employee is a party, religious holidays, school-related functions of minor children or unexpected problems that cannot be accommodated at times other than during normal State Bar working hours. Employees will not be paid for Paid Personal Days not taken and Personal Days will not accumulate or carry over from year to year. Employees who receive an "Exceeds Expectations" rating on their annual performance evaluation shall be awarded one additional Paid Personal Day to be used within one year of receiving the qualifying performance evaluation.

SECTION 12. DISABILITY LEAVE

A. Employees who becomes disabled, as defined in the long-term disability policy maintained in accordance with this Section, shall, during the elimination period provided for in the long-term disability policy, utilize their previously accrued paid sick leave, provided that, if their accrued paid sick leave is exhausted prior to the end of the elimination period, the Employee shall thereafter be granted leave at fifty-five percent (55%) of their gross pay up to a maximum amount of \$50,000, for the remainder of the elimination period, but in no event for a period in excess of six (6) months. In the alternative, an Employee may integrate accrued sick leave with the disability pay provided here subject to the limitations set forth.

B. An Employee who must care for a seriously ill child, spouse, parent or qualified domestic partner, or who seeks to "bond" with a newborn child, shall utilize their accrued paid sick leave. If accrued paid sick leave is exhausted, the Employee shall thereafter be granted paid Family Disability Leave at fifty-five percent (55%) of their pre-disability gross pay rate, for a period not to exceed six (6) weeks. In the alternative, an Executive Staff Employee may integrate accrued sick leave, or if applicable Paid Child Bonding Leave, with the disability pay provided here subject to the limitations set forth.

C. At the end of the elimination period, an Employee who is disabled and qualifies for receipt of benefits pursuant to the long-term disability policy shall receive such benefits and shall not be permitted to take further accrued paid sick leave until such time as they may return from such absence.

D. Because Executive Staff are not covered by the California State Disability Insurance Program, the State Bar shall provide to Executive Staff at State Bar expense a long-term disability policy, providing total disability insurance benefits, including the following provisions:

1. An elimination period of one hundred eighty (180) calendar days;
2. A maximum benefit period to age sixty-five (65);
3. Percentage of insured earnings of sixty-six and two-thirds percent (66 2/3%);
4. Maximum insurable earnings of fifteen thousand dollars (\$15,000.00) per month;
5. Maximum benefit amount of ten thousand dollars (\$10,000.00) per month;
6. Minimum benefit amount of fifty dollars (\$50.00) per month;
7. Benefits renewable to age seventy (70) plus;
8. A definition of "total disability" applied during the first twenty-four (24) months to mean disabled from performing the material duties of the insured's own occupation. Rehabilitation provision to apply for disabilities exceeding twenty-four (24) months;
9. Coverage features including:
 - a. Rehabilitation benefit;

- b. Partial disability benefit;
- c. Pregnancy;
- d. Waiver of premium;
- e. Recurrent disability clause;
- f. Cost of living adjustment;
- g. Survivor income benefit;
- h. Mental/nervous/emotional disability benefits;
- i. Alcoholism/drug addiction disability benefits;
- j. Pre-existing conditions.

E. During the applicable elimination period for the long-term disability policy, an Employee shall be entitled to return to their previous position, consistent with medical clearances. During the applicable elimination period, the State Bar shall pay the applicable premium and make appropriate contributions for the Executive Staff 's medical, dental and life insurance benefits.

F. At the end of the elimination period for the long-term disability policy and periodically thereafter as necessary, the State Bar shall determine, on a case-by- case basis, whether to continue the Employee's employment with the State Bar and/or whether to continue the State Bar's payment of medical/hospital, vision care, dental and life insurance coverage. This provision shall have no effect upon the Employee's right to retire from State Bar service and, if qualified, receive medical insurance coverage pursuant to section 27.D of these Executive Staff Rules.

G. An Employee who is absent from work due to illness or disability for a period in excess of thirty (30) consecutive calendar days shall not accrue paid sick leave or vacation during the period of absence that is in excess of thirty (30) calendar days.

SECTION 13. INSURANCE BENEFITS

A. The State Bar shall provide health insurance benefits to Employees through medical plans negotiated and administered by the 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. Dependent care coverage shall be extended to qualified domestic partners.

B. Executive Staff will contribute to the cost of medical health insurance and dental insurance coverage as follows: Twenty percent (20%) of the total monthly premium cost for the coverage selected by the Employee. The premium cost will vary among three levels of coverage: 1) single party; 2) two party; and 3) family coverage.

C. Executive Staff who provide the State Bar evidence of alternative medical insurance coverage may elect to "opt-out" of State Bar provided insurance benefits and will receive \$130 in addition taxable income per month in lieu of State Bar provided insurance benefits.

D. The State Bar will maintain an Employee Assistance Program (EAP) in which Executive Staff may participate.

SECTION 14. VACATIONS

A. Employees shall accrue vacation at the following rates:

Less than ten (10) years of service	1.25 days per month (15 working days per year)
At least ten (10) years but less than fifteen (15) years of service	1.67 days per month (20 working days per year)
Fifteen (15) or more years of service	2.08 days per month (25 working days per year)

B. The term "years of service" for purposes of vacation accrual shall mean the number of years of regular full time employment with the State Bar, irrespective of classification or position title.

C. Employees are encouraged to take at least ten (10) days of vacation time per year.

D. Notwithstanding any other provision of this section, vacation accrual shall cap at 80 days.

E. Upon termination, an Employee shall be paid for all unused, accrued vacation time.

F. Employees may, at the discretion of the Executive Director, cash in accrued and unused vacation in increments of one week, not to exceed a total of three weeks per calendar year.

SECTION 15. HOLIDAYS

A. The following are recognized as paid holidays for all Executive Staff Employees: New Year's Day; Martin Luther King's Birthday; President's Day; Caesar Chavez's Birthday, Memorial Day; Independence Day; Labor Day; Columbus Day; Veteran's Day; Thanksgiving Day; the day following Thanksgiving Day; 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.

SECTION 16. BEREAVEMENT LEAVE

In the event of a death in the immediate family (i.e., spouse, including domestic partner; child, including foster, step or adopted; parent; brother; sister; father-in-law, including father of domestic partner; mother-in-law, including mother of domestic partner; grandparent; grandchild; aunts, uncles, nieces and nephews), 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 17. 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 18. MILITARY LEAVE

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

SECTION 19. LEAVES OF ABSENCE/SERVICE LEAVE

A. A leave of absence shall be defined as an approved absence from work for an extended time in excess of two weeks without pay requested by an Employee.

B. Except where required by law, a leave of absence shall not exceed a period of twenty-six (26) work weeks.

C. Except as set forth in Section D below, 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 full-time service with the State Bar as an Executive Staff Employee. An eligible Employee may elect, however, to take a Service Leave of less than three (3) months, but in no event less than one (1) month.

1. Services Leaves shall be unpaid. However, an Executive Staff Employee may use accrued and unused vacation during the service leave.

2. 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 must be submitted in writing by the Employee to the Office of Human Resources. The request shall state the reason the leave of absence 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 shall be made at least one (1) month in advance. Approval is discretionary with the Chief Administrative Officer (CAO) or the CAO's designee.

F. There shall be no accrual of vacation during a leave of absence of thirty (30) days or more. Except where required by law, the State Bar need not continue to provide other Employee benefits during a leave of absence of thirty (30) days or more. A leave of absence shall not be deemed to interrupt an Employee's continuous employment.

G. An Employee returning from a leave of absence shall be entitled to return to the position they held at the time the leave was granted if the position is vacant upon the Employee's return; or if the CAO or designee, in approving the leave of absence, agreed to permit such return to that position; or as required by law.

H. Accrued vacation time may be applied by the Employee to a leave period. Accrued Paid Sick Leave may be applied to a medically verified leave of absence for medical purposes.

SECTION 20. 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 Long Term Disability Insurance benefits, 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 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 Long Term Disability Insurance benefits or to take additional time for bonding with a new child.

SECTION 21. COMPULSORY LEAVE OF ABSENCE

The State Bar may place Employees on compulsory leave, with or without pay, pending investigation of misconduct when it is deemed to be in the best interests of the State Bar.

SECTION 22. PROFESSIONAL LICENSES, DUES AND FEES

A. The State Bar shall pay annual State Bar licensing fees as set forth in the Business & Professions Code for Employees who have been admitted to practice law in the State of California.

B. For Employees who are not admitted to practice law in the State of California, the State Bar shall pay annual membership fees in job-related professional associations, but not in excess of the highest amount of annual fees paid pursuant to subsection A of this section.

SECTION 23. OUTSIDE EMPLOYMENT

A. An Employee may engage in outside employment or pro bono legal assistance only if prior written approval is given by the State Bar, 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.

B. Outside employment which constitutes the practice of law is discouraged.

SECTION 24. PERSONNEL FILES

A. The State Bar shall, at reasonable times, upon the request of an Employee, permit that Employee to inspect their personnel file and any material referred to in such personnel file. The term "personnel file" refers to the file under the Employee's name regularly maintained on behalf of the State Bar by the Office of Human Resources. Nothing in this subsection shall apply to the records of an investigation or a possible attorney disciplinary offense nor to letters of reference.

B. Material or information not contained or referred to in such personnel file may not be used to determine the Employee's qualifications for promotion or transfer unless the Employee is first provided with a reasonable opportunity to review such material or information and a reasonable opportunity to respond.

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

D. An Employee may respond in writing to any material in their personnel file and such response shall be placed in said file.

SECTION 25. TRAVEL AND BUSINESS EXPENSE REIMBURSEMENT

A. Employees shall be reimbursed for travel and related expenses in the course of performing their duties in accordance with the travel and business expense reimbursement policies adopted by the State Bar.

B. A commute reimbursement program may be adopted for Employees by the Executive Director consistent with Internal Revenue Service standards.

SECTION 26. RELOCATION

Reimbursement for out-of-pocket expenses resulting from geographic relocation upon initial employment or a transfer at the direction of the State Bar, may be permitted by the Executive Director. The guidelines used for the interim housing allowance will be the same as those applied by the State of California under the California Code of Regulations. An interim housing allowance resulting from geographic relocation upon initial employment or a transfer at the direction of the State Bar may be permitted by the Executive Director. The guidelines used for the interim housing allowance will be the same as those applied by the State of California under the California Code of Regulations. The Board of Trustees or the Executive Director may approve exceptions to these guidelines based on unique circumstances or requirements imposed by the Board on Senior Executive Staff.

SECTION 27. RETIREMENT

A. The State Bar shall pay to the California Public Employees' Retirement System (CalPERS) the full amount of the State Bar Employer pension contribution for each Executive Staff Employee who is or becomes a member of CalPERS.

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

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

D. The State Bar will offer Executive Staff Employees a medical insurance benefit and a vision insurance benefit in retirement pursuant to the terms of (a) the Public Employees' Medical and Hospital Care Act, and (b) The State Bar of California Post-Retirement Welfare

Benefits Plan. A copy of the State Bar of California Post-Retirement Welfare Benefits Plan is available from the Office of Human Resources upon request.

SECTION 28. SEVERABILITY

If any provision, or portion thereof, contained in these Rules and Regulations, or the application thereof, to any person or circumstance is held to be unconstitutional, invalid, or unenforceable, the remainder of these Rules 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.

SECTION 29. EFFECTIVE DATE

These Executive Staff Rules are effective when adopted and apply to all Executive Staff Employees employed by the State Bar on or after the effective date of these Executive Staff Rules.

THE STATE BAR OF CALIFORNIA

RULES AND REGULATIONS PERTAINING TO THE EMPLOYMENT OF CONFIDENTIAL EMPLOYEES

Adopted January 16, 1982

Amended

August 25, 1984

July 19, 1986

June 16, 1990

February 1991

January 1, 1993

February 26, 1994

January 30, 1999

December 8, 2001

December 5, 2003

October 6, 2004

January 1, 2009

January 1, 2012

January 1, 2014

January 1, 2015

April 10, 2017

July 17, 2017

May 14, 2020

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SECTION 1. GENERAL PROVISIONS

A. The following Rules and Regulations Pertaining to the Employment of Confidential Employees (hereinafter "Confidential Staff Rules") are hereby adopted and shall govern the terms and conditions of employment of all employees of The State Bar of California (State Bar) who are designated as Confidential Employees. These Confidential Staff Rules embody the terms and conditions of employment of the State Bar's Confidential Employees and nothing shall confer any additional right or benefit upon any Confidential Employee. Any term or condition of employment of a Confidential Employee that is inconsistent with the provisions of these Rules and Regulations is hereby extinguished.

B. These Confidential Staff Rules are adopted in recognition of the special relationship that exists between the State Bar and the Confidential Employees who represent the institutional interests of the State Bar in the formulation, determination and effectuation of management policies in the field of Employer-Employee Relations or who assist in such in a confidential capacity. Special duties of loyalty, fidelity and confidentiality apply to the relationship between State Bar management and Confidential Employees distinguishing them from other non-executive employees.

C. The State Bar's primary mission is public protection. The State Bar's ability to meet its mission depends upon Confidential Employees and State Bar management jointly undertaking a commitment to regulate the legal profession and serve 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.

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.

D. The Executive Director may issue Administrative Advisories consistent with these Rules. These Confidential Staff Rules, as amended from time to time by the Board of Trustees of the State Bar, supersede all prior terms and conditions of employment, agreements, representations, and understandings, whether oral or written, express or implied, by and between the State Bar and any Confidential Employee. Any term or condition of employment of a Confidential Employee which is inconsistent with the provisions of these Rules and Regulations is hereby extinguished.

SECTION 2. STATEMENT OF INTENT

In adopting these Confidential Staff Rules, the Board recognizes that the employment and retention of qualified, competent Confidential Employees is an essential ingredient for the effective labor relations, employee-employer management and ultimately the effective operation and administration of the State Bar, which are necessary to the achievement of its mission.

SECTION 3. AUTHORITY FOR ADMINISTRATION

The Executive Director is responsible, within budgetary guidelines as determined by the Board, for the day-to-day administration of the Confidential Staff Rules. The Executive Director or their designee may resolve issues concerning the interpretation and operation of these Rules and Regulations.

SECTION 4. DEFINITIONS

- A. "State Bar" shall mean The State Bar of California.
- B. "Board" shall mean the Board of Trustees of the State Bar.
- C. "Calendar Week" shall mean the period of one hundred sixty-eight (168) hours beginning on Monday at 12:01 a.m. and ending at 12:00 midnight the following Sunday.
- D. "Executive Director" shall mean the chief executive officer of the State Bar appointed by the Board of Trustees.
- E. "Confidential Employee" shall mean an employee who acts in the formulation, determination and effectuation of management policies in the field of Employer-Employee Relations or who assists such a person in a confidential capacity.
- F. "Employer-Employee Relations" shall mean the relationship between the State Bar

and its employees and applicable employee organizations, if any.

G. "Chief Administrative Officer" is a member of the Leadership Team who is has been generally delegated by the Executive Director with administering employer-employee relations. The Chief Administrative Officer (CAO) may delegate all or part of their duties and responsibilities to other members of the Executive Staff and/or to the Director, Human Resources.

H. "Executive Staff" shall mean those employees of the State Bar in positions designated as Executive Staff and governed by the "Rules and Regulations Pertaining to the Employment of Executive Staff Employees."

I. "Days" shall mean calendar days unless otherwise stated. A calendar day is a twenty-four (24) hour period beginning at 12:01 a.m. and ending the following evening at 12:00 midnight.

J. "Domestic Partner" shall mean a person assuming the role of spouse to a Confidential Employee and does not require satisfaction of California's statutory domestic partner registration standards.

K. "Individual Workday" shall mean that minimum period of time a Confidential Employee works during the calendar day, normally a period of at least eight (8) hours.

L. "Individual Workweek" is defined as those five Individual Workdays that a Confidential Employee is scheduled to work during the Calendar Week, normally a period of at least (40) hours.

M. Except as otherwise specifically provided herein, the terms used in these Rules and Regulations shall be defined in the same way as such terms are defined in the Rules and Regulations for the Administration of Employer- Employee Relations.

SECTION 5. TERMINATION AND DEMOTION

A. Employment with the State Bar as a Confidential Employee is terminable at will, with or without cause, by either the State Bar or the Confidential Employee. Confidential Employees serve at the pleasure of the State Bar and may be terminated, disciplined and/or demoted at will. The Office of General Counsel shall review the termination of any Confidential Employee prior to the termination being finalized.

B. No section, subsection or provision of these Confidential Staff Rules shall be construed as creating a contract of employment between the State Bar and its Confidential Employees other than as set forth herein, and no member of the Board, Executive Staff member, or other agent or employee of the State Bar shall have the authority to make any agreement or promise to the contrary.

C. In the event that a Confidential Employee is demoted, their salary shall be reduced in an appropriate amount as determined by the Executive Director or their designee.

SECTION 6. SEVERANCE PAY

A. This section is in recognition that a Confidential Employee serves at the pleasure of the State Bar and can be terminated for any reason whatsoever.

B. This section shall not apply to a Confidential Employee whose involuntary termination or resignation is by reason of their commission of an act involving moral turpitude, dishonesty, corruption or gross misconduct, whether the act is committed in the course of their employment or otherwise. This section shall also not apply when a Confidential Employee is terminated following the elimination period for long-term disability coverage as set forth in Section 21.F.

C. Upon layoff, involuntary termination or involuntary resignation, other than as set forth above, the State Bar shall pay severance pay to the Confidential Employee. The amount of such severance pay shall be calculated on the basis of the Confidential Employee's total continuous length of employment with the State Bar, as a Confidential Employee, as follows:

Less than one (1) year of continuous service	One (1) month
One (1) year or more of continuous service	One (1) month for each completed year of continuous service, up to a maximum of four (4) months

D. Severance pay shall be calculated on the basis of the salary which the Confidential Employee is receiving at the time of their layoff, involuntary termination or involuntary resignation.

E. The affected Confidential Employee may specify whether the applicable severance pay is to be paid as a lump sum or in non-interest bearing installments over a period of time specified by the Confidential Employee, provided that the installment payments shall conform to regular State Bar pay days. The number of installment payments shall not exceed twelve (12). Selection of the installment option shall not extend the employment status of the Confidential Employee.

SECTION 7. EQUAL EMPLOYMENT OPPORTUNITY

The State Bar 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. The State Bar shall not discriminate against Confidential Employees based on these factors in violation of state or federal law.

SECTION 8. EVALUATIONS

The performance of Confidential Employees shall be evaluated in writing on their anniversary dates each year by their Executive Staff managers. A copy of each evaluation shall be provided to and discussed with the affected Confidential Employee by their Executive Staff manager.

SECTION 9. PERSONNEL FILES

A. The State Bar shall, at reasonable times, upon the request of a Confidential Employee, permit that Confidential Employee to inspect their personnel file and any material referred to in such personnel file. The term "personnel file" refers to the file under the Confidential Employee's name regularly maintained by the Office of Human Resources. Nothing in this section shall apply to the records of an investigation or a possible attorney disciplinary offense nor to employment references and background checks.

B. Material or information not contained or referred to in such personnel file may not be used to determine the Confidential Employee's qualifications for promotion or transfer unless the Confidential Employee is first provided with a reasonable opportunity to review such material or information and a reasonable opportunity to respond.

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

D. A Confidential Employee may respond in writing to any material in their personnel file and such response shall be placed in said file.

SECTION 10. SALARY RATES AND CLASSIFICATIONS

A. The Executive Director shall determine the classifications, salary rates, salary increases and other rewards for Confidential Employees.

B. Confidential Employees shall be eligible, upon their annual anniversary date, and assuming a "Meets Requirements" or better performance evaluation rating, for annual wage and salary increases within the salary ranges. Employees at the maximum of the range shall receive no further increases based on performance ratings.

C. Confidential Employees shall, in addition, be eligible for other salary adjustments determined at the discretion of the Executive Director.

D. A Confidential Employee who is promoted shall be placed in the range for the

classification to which they have been promoted at a salary which will result in an increase which most closely will approximate five percent (5%). In no event shall a Confidential Employee be placed at salary range to which they have been promoted which will result in a salary increase of less than five percent (5%).

E. A Confidential Employee who is appointed to temporarily fill a position in a higher pay classification shall be paid a differential equal to the starting salary of that higher 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 the position in the higher classification. This Subsection shall not apply to a Confidential Employee who is appointed to temporarily fill a vacant position in the same or a lower pay classification than their current position.

F. Every Confidential 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.

G. Once a Confidential 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. Confidential Employees on this list will be eligible for rotational bilingual assignments. If a Confidential 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 11. LAYOFF

Confidential Employees shall be subject to layoff for lack of work and or job elimination in accordance with Section 6 [Severance Pay].

SECTION 12. GRIEVANCES

If a Confidential Employee has a grievance concerning the interpretation, application, or enforcement of the terms of the Confidential Staff Rules, said grievance shall be first taken up with their Executive Staff Managers and ultimately the Executive Director or their designee.

SECTION 13. EMPLOYMENT STATUS

A. A Confidential Employee's employment status shall be categorized as follows:

1. Regular full-time; or
2. Regular part-time; or
3. Casual.

B. Regular full-time status designates a Confidential Employee on a continuous, full-time basis, i.e., at least forty (40) hours per calendar week.

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

D. Casual status designates a Confidential 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. Casual status is terminable at will, with or without cause. The terms and conditions of employment for casual employees are not governed by these Rules and Regulations but are set at the pleasure and discretion of the Executive Director.

SECTION 14. HOURS OF EMPLOYMENT

A. The normal working hours for the State Bar shall extend from 7:00 a.m. until 7:00 p.m. However, the hours of employment of Confidential Employees are those deemed necessary by the State Bar to reasonably and competently discharge their responsibilities.

B. 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. When required, overtime is mandatory. Therefore, when a Confidential Employee must necessarily work beyond the Individual Workday and/or Workweek, the provisions outlined below will apply.

C. Exempt Confidential Employees

1. An Exempt Confidential Employee is an individual who has been designated by the State Bar as a Confidential Employee and who, in addition, is employed by the State Bar in a bona-fide executive, professional, or administrative capacity as those terms are defined by the Fair Labor Standards Act. The hours of employment of Confidential Employees are those necessary to reasonably and competently discharge their responsibilities to the State Bar.

D. The wages and salaries of full-time Confidential Employees at the State Bar are based upon an Individual Workday of at least eight (8) hours and the individual Workweek of at least forty (40) hours.

E. Non-Exempt Confidential Employees

1. A Non-Exempt Confidential Employee is any individual who has been designated by the State Bar as a Confidential Employee but who is not employed by the State Bar in a bona-fide executive, professional, or administrative capacity as those terms are defined by the Fair Labor Standards Act.
2. Non-Exempt Confidential Employees are eligible for overtime pay as follows:
 - a. Time and One-Half Overtime: Chargeable time worked in excess of eight (8) hours during the calendar day or forty (40) hours during the Calendar Week will be paid at one and one-half (1-1/2) times the Non-Exempt Confidential Employee's straight time hourly rate.
 - b. Double Time: Chargeable time worked on the seventh consecutive day of a Calendar Week will be paid at two (2) times the Non-Exempt Confidential Employee's straight time hourly rate.
 - c. Chargeable Time is defined as (1) all hours actually worked during the Calendar Week; (2) paid holidays; (3) jury duty; (4) military leave; and paid Sick Leave which is taken because of the Non-Exempt Confidential Employee's own illness.
 - d. Non-Chargeable Time: Paid time off during a calendar week not included in calculating the forty (40) hour requirement for overtime payment. Non-chargeable time includes, but is not limited to, paid sick leave which is taken for purposes other than the Non-Exempt Confidential Employee's illness; vacation; paid personal leave; and bereavement leave.
 - e. Authorization of Overtime: The Non-Exempt Confidential Employee must obtain the authorization of their immediate supervisor/manager prior to working any time in excess of the Individual Workweek or the Individual Workday. Thereafter, in order to attest to the accuracy and validity of such overtime, the immediate supervisor/manager must sign the Non-Exempt Confidential Employee's time card.
 - f. Unauthorized Overtime: There shall be no unauthorized overtime permitted under any circumstances.
 - g. With the advance approval of their immediate supervisor/manager, a Non-Exempt Confidential Employee may make up, up to four (4) hours per pay. The time must be made up within the same Individual Week as the absence. Supervisor/manager approval must be obtained prior to the scheduling or working of make-up time. Approval of such requests shall not be unreasonably denied by supervisors/managers. Employees will not make such requests

excessively. Time made up under this provision shall not constitute overtime under this Section.

3. Non-Exempt Confidential Employees shall be entitled to a fifteen(15) minute paid rest period during each half-day and shall have the option of selecting either a thirty (30) minute, forty-five (45) minute or one (1) hour lunch break as part of their regular work schedule. Non-Exempt Confidential Employees shall choose the length of their lunch period by either July 1, 2020, or their first day of employment, whichever is later. Lunch periods shall not be taken at the beginning or end of an Individual Workday.

SECTION 15. OUTSIDE EMPLOYMENT

A. A Confidential Employee may engage in outside employment only if prior written approval is given by the Confidential Employee's Executive Staff manager and such employment neither conflicts with the performance of the Confidential Employee's duties nor presents an actual or substantial potential conflict of interest for the Confidential Employee or the State Bar.

B. Outside employment which constitutes the practice of law is discouraged. Outside legal practice will be considered only consistent with the State Bar's Incompatible Activities Policy and following assurances that there are no actual or potential conflicts of interest and that the regular work of the Confidential Employee for the State Bar will not be impaired or diminished to any extent.

SECTION 16. WORKING CONDITIONS

A. The State Bar shall comply with all applicable state and federal laws regarding the health and safety of Confidential Employees.

B. Work assignments and the distribution of work are solely the State Bar's prerogative.

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

SECTION 17. PROFESSIONAL LICENSES, DUES AND FEES

A. The State Bar shall pay annual State Bar licensing fees as set forth in the Business & Professions Code for Employees who have been admitted to practice law in the State of California.

B. For Employees who are not admitted to practice law in the State of California, the State Bar shall pay annual membership fees in job-related professional associations, but not in excess of the highest amount of annual fees paid pursuant to subsection A of this section.

SECTION 18. HOLIDAYS

A. The following are recognized as paid holidays for all Confidential Employees: New Year's Day; Martin Luther King's Birthday; President Day; Cesar Chavez' Birthday; Memorial Day; Independence Day; Labor Day; Columbus Day; Veterans' Day; Thanksgiving Day; the day following Thanksgiving Day; Christmas Eve; Christmas Day; New Year's Eve.

B. Holidays shall be celebrated on the day designated by the State Bar.

C. Confidential Employees not on paid status will not receive holiday time off or holiday pay.

D. An Exempt Confidential Employee required to work on a paid holiday will be given a day off with pay in lieu thereof within thirty (30) days of that paid holiday.

E. Any Non-Exempt Confidential Employee required to work on a paid holiday, and not choosing a day off in lieu thereof, shall be paid at one-and-one-half (1-1/2) times the Non-Exempt Confidential Employee's straight time hourly rate for each hour actually worked on the paid holiday, in addition to a day's pay computed at the Non-Exempt Confidential employee's straight time hourly rate.

SECTION 19. VACATIONS

A. Confidential Employees shall accrue vacation at the following rates:

Less than ten (10) years of service	1.25 days per month (15 working days per year)
At least ten (10) years but less than fifteen (15) years of service	1.67 days per month (20 working days per year)
Fifteen (15) or more years of service	2.08 days per month (25 working days per year)

B. The term "years of service" for purposes of vacation accrual shall mean the number

of years of regular full time continuous employment with the State Bar, irrespective of classification or position title.

C. Confidential Employees are encouraged to take at least ten (10) days of vacation per year.

D. Notwithstanding any other provision of this section, vacation accrual shall be capped at 80 days.

E. Upon termination, an Employee shall be paid for all unused, accrued vacation time.

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

G. Vacations shall be scheduled at a time mutually agreeable to the State Bar and the Confidential Employee.

H. Vacations shall not be taken in segments of less than one-half (½) workday.

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

J. Confidential Employees may, at the discretion of the Executive Director, cash in accrued and unused vacation in increments of one week, not to exceed a total of three weeks per calendar year.

SECTION 20. PAID SICK LEAVE AND PAID PERSONAL DAYS

A. Sick leave is defined as absence from work due to illness, medical care, dental care, eye care of the Confidential Employee or a member of the Confidential Employee's immediate family, including a domestic partner, that cannot be accommodated at time other than during normal State Bar work hours.:

B. It is, in all cases, the obligation of the Confidential Employee to notify their immediate supervisor or manager when the Confidential Employee will be absent from work for any of the reasons set forth above. 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.

C. Regular full-time and regular part-time Confidential Employees are eligible for Paid Sick Leave.

D. Regular full-time Confidential Employees accrue Paid Sick Leave credit at the rate of

one (1) workday per month (12 work days per year). Part-time Confidential Employees accrue Paid Sick Leave on a pro-rata basis.

E. Medical proof of illness may be required if the Confidential 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 Confidential Employee's sick leave claim.

F. A Confidential Employee shall not accrue more than 240 days of sick leave.

G. Upon retirement, a Confidential 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, a Confidential Employee who has completed one (1) full year of continuous employment with the State Bar 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 Confidential Employee's daily salary at the time of their retirement, voluntary resignation, or layoff.

H. A Confidential Employee who is absent from work due to illness for a period in excess of thirty (30) consecutive calendar days shall not accrue paid sick leave or vacation during the period of absence in excess of thirty (30) calendar days.

I. A Confidential Employee may take a maximum of four (4) Paid Personal days per calendar year. Paid Personal Days are generally approved only for absences due to family emergencies, legal proceedings to which the Confidential Employee is a party, religious holidays, school-related functions of minor children or unexpected problems that cannot be accommodated at times other than during normal State Bar working hours. Confidential Employees will not be paid for Paid Personal Days not taken and Personal Days will not accumulate or carry over from year to year. Confidential Employees who receive an "Exceeds Expectations" rating on their annual performance evaluation shall be awarded one additional Paid Personal Day to be used within one year of receiving the qualifying performance evaluation.

SECTION 21. DISABILITY LEAVE

A. The State Bar shall provide for long-term disability benefits identical to those given to Executive Staff Employees.

B. A Confidential Employee who becomes disabled, as defined in the long-term disability policy maintained in accordance with this Section, shall during the elimination period provided for in the long-term disability policy, utilize their previously accrued paid sick leave, provided that if their accrued paid sick leave is exhausted prior to the end of the elimination period, the Confidential Employee shall thereafter be granted fifty-five percent (55%) of their

pre- disability gross pay rate up to a maximum amount of \$55,000, for the remainder of the elimination period, but in no event in excess of six (6) months. In the alternative, a Confidential Employee may integrate accrued sick leave with the disability pay provided here subject to the limitations set forth.

C. A Confidential Employee who must care for a seriously ill child, spouse, parent or qualified domestic partner, or who seeks to “bond” with a new born child, shall utilize their accrued paid sick leave. If their accrued paid sick leave is exhausted, the Confidential Employee shall thereafter be granted paid Family Disability Leave at fifty-five percent (55%) of their pre-disability gross pay rate, for a period not to exceed six (6) weeks. In the alternative, a Confidential Employee may integrate accrued sick leave, or if applicable Paid Child Bonding Leave, with the disability pay provided here subject to the limitations set forth.

D. At the end of the elimination period, a Confidential Employee who is sick or disabled and qualifies for receipt of benefits pursuant to the long-term disability policy shall receive such benefits and shall not be permitted to take further accrued paid sick leave until such time as they may return from such absence.

E. During the applicable elimination period of the long-term disability policy, a Confidential Employee shall be entitled to return to their previous position. During this period, the State Bar shall pay the applicable premium for the Confidential Employee's medical, dental, vision and basic life insurance benefits.

F. At the end of the elimination period of the long-term disability policy and periodically thereafter as necessary, the State Bar shall determine, on a case- by-case basis, whether to continue the Confidential Employee's employment with the State Bar and/or whether to continue the State Bar's payment of medical/hospital, vision care, dental and life insurance coverage.

G. A Confidential Employee who is absent from work due to disability for a period in excess of thirty (30) consecutive calendar days shall not accrue paid sick leave or vacation during the period of absence in excess of thirty (30) calendar days, unless the Employee remains on paid vacation or sick leave status.

H. A Confidential Employee who is eligible for short term disability benefits and who is absent from work pursuant to this section, may elect to integrate accrued vacation pay with short term disability payments in order to receive total compensation of no more than pre-disability income.

SECTION 22. CATASTROPHIC LEAVE BANK

Each calendar year a Confidential 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 to State Bar Employees suffering a non-work related catastrophic injury or illness.

A. The following definitions shall be used in the application of this provision.

1. 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 Confidential Employee from working for that period, and (3) which creates a financial hardship because the Confidential Employee has exhausted all of their sick bank and other paid time off.

2. The value of the donation shall be based upon the donor's current daily base salary rate or current base hourly rate.

B. Any 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 an Employee's accumulated sick leave.

C. If available, payments from the bank may be made:

1. upon the request of the ill or injured Confidential Employee; and

2. upon determination by the Chief Administrative Officer that the Confidential Employee is unable to work due to a verified non-work related catastrophic illness or injury; and after

3. the Employee has exhausted all paid and other time off.

D. Upon receipt of a request for catastrophic leave payments, the Chief Administrative Officer or designee, will ensure that the applicant meets the criteria set forth above.

Distributions from the catastrophic leave bank will be used solely to:

1. Maintain in effect the ill or injured Confidential Employee's State Bar health insurance in effect at the time the Confidential Employee became incapacitated;

2. Replenish the ill or injured Confidential 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 approved (FMLA) medical leave due to the catastrophic illness or injury;

3. Distributions to any Confidential Employee from the bank shall not be

for a period in excess of eighteen (18) continuous months for any one catastrophic illness.

E. The State Bar will make distribution 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.

F. The State Bar will provide all Confidential 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.

SECTION 23. BEREAVEMENT LEAVE

In the event of a death in the immediate family (i.e., spouse, including domestic partner; child, including foster, step or adopted; parent; brother; sister; father-in-law, including father of domestic partner; mother-in-law, including mother of domestic partner; grandparent; grandchild; aunts, uncles, nieces and nephews), 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 24. JURY DUTY/WITNESS LEAVE

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

SECTION 25. MILITARY LEAVE

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

SECTION 26. LEAVE OF ABSENCE/SERVICE LEAVE

A. A leave of absence shall be defined as an approved absence from work for an extended time in excess of two weeks without pay requested by a Confidential Employee.

B. Except where required by law, a leave of absence shall not exceed a period of twenty-six (26) Individual Workweeks.

C. Except as set forth in Section D below, 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. Confidential Employees shall be entitled to a Service Leave of three (3) months after each five (5) years of continuous full-time service with the State Bar. An eligible Confidential Employee may elect to take a Service Leave of less than three (3) months, but in no event less than one (1) month.

1. Service Leaves shall be unpaid. However, a Confidential Employee may use accrued and unused vacation during the service leave.

2. All Service Leaves shall be scheduled at a time mutually agreeable to the State Bar and the Confidential Employee.

E. Any request for a Leave of Absence or a Service Leave must be submitted in writing by the Confidential Employee to their first level manager. The request shall state the reason the Leave of Absence or the Service Leave is being requested and the maximum length of time off the Confidential 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. Approval is discretionary with the CAO or the CAO's designee.

F. There shall be no accrual of vacation or paid sick leave during the period of the Leave of Absence in excess of 30 days.

G. A Confidential Employee returning from a Leave of Absence or Service Leave shall be entitled to return to the position they held at the time that the leave was granted, if such position still exists and is vacant upon the Confidential Employee's return, or if the CAO or the CAO's designee, in approving the leave of absence, agreed to permit such return to that position, or as required by law.

SECTION 27. PAID CHILD BONDING LEAVE

Confidential 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 Confidential Employee, and/or being unable to work due to pregnancy or child birth (paid bonding leave). Confidential 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. Confidential 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 Confidential Employees may coordinate the use of paid bonding leave to supplement their salaries while receiving Long Term Disability Insurance benefits, there is no requirement that they do so. Eligible Confidential 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 Confidential 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 Confidential 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 a Confidential Employee may have will not be paid upon termination of employment, but will be lost.

Confidential 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 Long Term Disability Insurance benefits or to take additional time for bonding with a new child.

SECTION 28. COMPULSORY LEAVE OF ABSENCE

The State Bar may place a Confidential Employee on compulsory leave, with or without pay, pending investigation into misconduct when it is deemed to be in the best interests of the State Bar.

SECTION 29. TRAVEL REIMBURSEMENT

Confidential Employees shall be reimbursed for travel and related expenses in the course of performing their duties in accordance with the travel reimbursement policies adopted by the Board. In no case shall such reimbursements be less than the reimbursements for other State Bar employees.

SECTION 30. INSURANCE BENEFITS

A. Insurance benefits (medical, dental, vision, life and long-term disability coverage), including dependent coverage benefits, shall be provided for regular full-time and regular part-time Confidential Employees on the same terms as those benefits are provided for Executive Staff.

B. The State Bar will maintain an Employee Assistance Program (EAP) in which Confidential Employees may participate.

C. The State Bar will offer Confidential Employees a medical insurance benefit and a vision insurance benefit in retirement pursuant to the terms of (a) the Public Employees' Medical and Hospital Care Act, and (b) The State Bar of California Post-Retirement Welfare Benefits Plan. A copy of the State Bar of California Post-Retirement Welfare Benefits Plan is available from the Office of Human Resources upon request.

SECTION 31. RETIREMENT

A. The State Bar shall pay to the California Public Employees' Retirement System ("CalPERS") the full amount of the State Bar Employer contribution for each Confidential Employee who is or becomes a member of CalPERS.

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

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

SECTION 32. SEVERABILITY

If any provision, or portion thereof, contained in these Rules and Regulations, or the application thereof, to any person or circumstance is held to be unconstitutional, invalid, or unenforceable, the remainder of these Rules and Regulations 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.

SECTION 33. EFFECTIVE DATE

These Rules and Regulations are effective when adopted and apply to those Confidential Employees employed by the State Bar on or after the effective date of these Rules and Regulations.