

Attachment 1 (revised)

AMENDMENTS

CONFIDENTIAL EMPLOYEE RULES

SECTION 19. HOLIDAYS

A. The following are recognized as paid holidays for all Confidential Employees: New Year's Day; Martin Luther King's Birthday; ~~Lincoln's Birthday~~; Washington's Birthday; Cesar Chavez' Birthday; Memorial Day; Independence Day; Labor Day; Columbus Day; Veterans' Day; Thanksgiving Day; the day following Thanksgiving Day; ~~one-half day on~~ Christmas Eve; Christmas Day; ~~one-half day on~~ New Year's Eve; ~~one-half day floating holiday to be taken at a time mutually satisfactory to the Confidential Employee and the State Bar.~~

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SECTION 15. HOURS OF EMPLOYMENT

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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.

~~2. An Exempt Confidential Employee shall receive compensatory time off computed on a straight-time basis for each hour worked in excess of eighty-six (86) hours for Confidential Attorney Employees and seventy-eight (78) hours for non-attorney Confidential Employees during any biweekly payroll period. For the purposes of this Subsection C, "hours worked" shall mean all hours actually worked.~~

~~3. Any compensatory time off earned, shall be taken at a time mutually convenient to the State Bar and the Exempt Confidential Employee no later than the close of the following quarter or it shall be forfeited. Quarters are defined as follows: January 1-March 31; April 1-June 30; July 1-September 30; and October 1-December 31. 4. If the Exempt Confidential Employee's work schedule prevents him or her from taking accrued compensatory time within the above guidelines, the Exempt Confidential Employee may submit a written request to his or her immediate supervisor to carry over compensatory time to the next~~

~~quarter. The immediate supervisor will consider such requests on a case-by-case basis.~~

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~~E. Confidential Exempt Non-Attorney Employee absences including absences of less than one day shall be governed by the following:~~

~~1. An Exempt non-attorney Confidential Employee who works less than his/her regularly scheduled work day due to an excused absence and who does not wish to suffer a reduction of salary shall account for that time as follows:~~

~~a. With the approval of the Confidential Employee's supervisor, which approval shall not be unreasonably denied, the Confidential Employee may work additional time, not exceeding three and five eighths (3.625) hours, within the pay period to equal the number of hours missed on the given work day.~~

~~b. If the absence is due to illness, medical care, dental care or eye care of the Confidential Employee or a member of his/her immediate family that cannot be accommodated other than during normal State Bar working hours, and the Confidential Employee does not work additional hours under paragraph E.1.a above, the Confidential Employee shall use previously accumulated paid sick leave pursuant to Section 21 of these Rules and Regulations;~~

~~c. If the absence is due to a family emergency, legal proceeding to which the Confidential Employee is a party, or other unexpected problems that cannot be accommodated other than during normal 12 State Bar working hours, and the Confidential Employee does not work additional hours under paragraph E.1.a above, the Confidential Employee shall use the allotment of hours provided pursuant to Section 21.J of these Rules and Regulations; d. If the absence is due to reasons addressed in paragraphs E.1.b or E.1.c above, the Confidential Employee does not work additional hours under paragraph E.1.a above, and there is insufficient leave accumulated to cover the absence, or if the absence is an excused absence due to other reasons, the Confidential Employee shall:~~

~~i. have an equal number of hours deducted from the Confidential Employee's previously accumulated compensatory time off, if any exists, pursuant to Section 15.C of these Rules and Regulations, or;~~

~~ii. if the absence is more than one-half (½) a work day, use previously accumulated vacation time, if any exists, pursuant to Section 20 of these Rules and Regulations.~~

~~2. A Confidential Employee's gross pay shall be reduced by the total of the number of hours absent which were unexcused or not covered by the above, times the Confidential Employee's effective hourly rate.~~

~~3. This Paragraph E establishes a practice that is consistent with Department of Labor (DOL) regulations Section 541.5d of Subpart A of 29 CFR Part 541. F. Non-Exempt Confidential Employees:~~

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SECTION 22. 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 ~~sick or~~ 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 ~~referred to above~~, utilize his/her previously accrued paid sick leave, provided that ~~if his/her accrued paid sick leave is exhausted prior to the end of the elimination period, the Confidential Employee shall thereafter be granted short term disability leave at eighty percent (80%) fifty-five percent (55%) of his/her pre-disability gross pay rate up to a maximum amount of \$50,000, 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 seriously ill child, spouse, parent or qualified domestic partner, or who seeks to "bond" with a new born child, shall utilize his/her accrued paid sick leave. If his/her accrued paid sick leave is exhausted, the Confidential Employee shall thereafter be granted paid Family Disability Leave at fifty-five percent (55%) of his/her 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 with the disability pay provided here subject to the limitations set forth.

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AMENDMENTS

EXECUTIVE STAFF RULES

SECTION 15. HOLIDAYS

A. The following are recognized as paid holidays for all Confidential Employees: New Year's Day; Martin Luther King's Birthday; ~~Lincoln's Birthday~~; Washington's Birthday; Cesar Chavez' Birthday; Memorial Day; Independence Day; Labor Day; Columbus Day; Veterans' Day; Thanksgiving Day; the day following Thanksgiving Day; ~~one-half day on~~ Christmas Eve; Christmas Day; ~~one-half day on~~ New Year's Eve; ~~one-half day floating holiday to be taken at a time mutually satisfactory to the Confidential Employee and the State Bar.~~

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SECTION 12. DISABILITY LEAVE

A. An Executive Staff 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 his/her previously accrued paid sick leave, provided that, if his/her accrued paid sick leave is exhausted prior to the end of the elimination period, the Executive Staff Employee shall thereafter be granted leave at ~~eighty per cent (80%)~~ fifty-five percent (55%) of his/her gross pay rate 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 Executive Staff Employee may integrate accrued sick leave with the disability pay provided here subject to the limitations set forth.

B. An Executive Staff Employee who must care for seriously ill child, spouse, parent or qualified domestic partner, or who seeks to "bond" with a new born child, shall utilize his/her accrued paid sick leave. If his/her accrued paid sick leave is exhausted, the Confidential Employee shall thereafter be granted paid Family Disability Leave at fifty-five percent (55%) of his/her 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 with the disability pay provided here subject to the limitations set forth.

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