

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; [deleted text begin] Lincoln's [deleted text end] Birthday; Washington's Birthday; Cesar Chavez' Birthday; Memorial Day; Independence Day; Labor Day; Columbus Day; Veterans' Day; Thanksgiving Day; the day following Thanksgiving Day; [deleted text begin] one-half day on [deleted text end] Christmas Eve; Christmas Day; [deleted text begin] one-half day on [deleted text end] New Year's Eve; [deleted text begin] one-half day floating holiday to be taken at a time mutually satisfactory to the Confidential Employee and the State Bar. * * * [deleted text end] [inserted text begin]. [inserted text end]

[inserted text begin] * * * [inserted text end]

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. [inserted text begin] The hours of employment of Confidential Employees are those necessary to reasonably and competently discharge their responsibilities to the State Bar. [inserted text end]

[deleted text begin] 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. [deleted text end]

[deleted text begin] 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.[deleted text end]

[deleted text begin]* * *[deleted text end]

[deleted text begin]E. Confidential Exempt Non-Attorney Employee absences including absences of less than one day shall be governed by the following: [deleted text end]

[deleted text begin]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:[deleted text end]

[deleted text begin]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.[deleted text end]

[deleted text begin]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[deleted text end], the Confidential Employee shall [deleted text begin]use previously accumulated paid [deleted text end]sick leave [deleted text begin]pursuant to Section 21 of these Rules and Regulations; [deleted text end]

[deleted text begin]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 [deleted text end]

[deleted text begin]State Bar working hours, and the [deleted text end]Confidential Employee [deleted text begin]does not work additional hours under paragraph E.1.a above[deleted text end], the Confidential Employee shall [deleted text begin]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 [deleted text end]Confidential Employee [deleted text begin]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:[deleted text end]

[deleted text begin]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;[deleted text end]

[deleted text begin]iii. 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.[deleted text end]

[deleted text begin]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.[deleted text end]

[deleted text begin]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:[deleted text end]

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[inserted text begin]* * [inserted text end]

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 [deleted text begin]sick or[deleted text end] disabled[inserted text begin], as defined in the long-term disability policy maintained in accordance with this Section,[inserted text end] shall, during the elimination period provided for in the long-term disability policy [deleted text begin]referred to above[deleted text end], utilize his/her [inserted text begin]previously[inserted text end] accrued paid sick leave[deleted text begin].[deleted text end][inserted text begin], provided that[inserted text end] if his/her accrued paid sick leave is exhausted prior to the end of the elimination period, the Confidential Employee shall thereafter be granted [deleted text begin]short term disability[deleted text end] leave at [deleted text begin]eighty[deleted text end][inserted text begin]fifty-five[inserted text end] percent ([deleted text begin]80[deleted text end][inserted text begin]55[inserted text end]%) of his/her pre-disability gross pay [inserted text begin]rate up to a maximum amount of \$50,000,[inserted text end] for the remainder of the elimination period[inserted text begin], 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[inserted text end].

[inserted text begin]C. A[inserted text end] Confidential Employee [inserted text begin]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[inserted text end], the Confidential Employee shall [inserted text begin]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[inserted text end] Confidential Employee [inserted text begin]may integrate accrued sick leave with the disability pay provided here subject to the limitations set forth.[inserted text end]

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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.~~ * * *~~text end~~ [inserted text begin].[inserted text end]

[inserted text begin] * * * [inserted text end]

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~~ [inserted text begin]fifty-five percent[inserted text end] (~~80~~[inserted text begin]55[inserted text end]%) of his/her gross pay [inserted text begin]rate up to a maximum amount of \$50,000,[inserted text end] for the remainder of the elimination period, but in no event for a period in excess of six (6) months. [inserted text begin]In the alternative, an Executive Staff Employee may integrate accrued sick leave with the disability pay provided here subject to the limitations set forth.[inserted text end]

[inserted text begin]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[inserted text end], the Confidential Employee shall [inserted text begin]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[inserted text end] sick leave [inserted text begin]with the disability pay provided here subject to the limitations set forth.[inserted text end]

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