

THE STATE BAR OF CALIFORNIA

**RULES AND REGULATIONS
PERTAINING TO THE EMPLOYMENT
OF CONFIDENTIAL EMPLOYEES
(Amended by the Board of Governors December 8, 2001)
(Effective January 1, 2002)**

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TABLE OF CONTENTS
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Section		Page
1.	Preamble	1
2.	Statement of Intent	2
3.	Authority for Administration	2
4.	Definitions	2
5.	Employees Covered by These Rules	3
6.	Equal Employment Opportunity	4
7.	Termination, Discipline and Demotion	4
8.	Evaluations	4
9.	Personnel Files	4
10.	Salary Rates and Classifications	5
11.	Layoff	6
12.	Grievances	6
13.	Severance Pay	6
14.	Employment Status	7
15.	Hours of Employment	8
16.	Outside Employment	11
17.	Working Conditions	11
18.	State Bar Membership Fees	11
19.	Holidays	11
20.	Vacations	12
21.	Paid Sick Leave/Personal Days	13
22.	Disability Leave	14
23.	Catastrophic Leave Bank	15
24.	Bereavement Leave	17
25.	Jury Duty/Witness Leave	17
26.	Military Leave	17
27.	Leaves of Absence/Service Leave	17
28.	Compulsory Leaves of Absence	18
29.	Education and Training	19
30.	Travel Reimbursement	19
31.	Insurance Benefits	19
32.	Retirement	20
33.	Severability	20
34.	Effective Date	20
Appendix A:	Listing of Confidential Employee Classifications & Grades	
Appendix B:	Confidential Employee Wage and Salary Ranges	
Appendix C:	Outside Employment Information Request	

SECTION 1. PREAMBLE

A. The State Bar's business is service - service to the public and to the legal profession. The State Bar's ability to meet this goal depends upon each of us taking personal and professional responsibility for providing high quality service.

The changing demands upon the legal system and upon the State Bar make it imperative that Confidential Employees and Management join forces to assure high quality services which meet the needs of the public and the profession.

Accordingly, Confidential Employees and State Bar management jointly undertake a commitment to provide high quality service to the members of the legal profession and 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: Preserve and improve our justice system in order to assure a free and just society under the law.

- Goals of the State Bar:**
- Assure full and equal access of all persons, regardless of circumstances, to the legal system and the delivery of quality legal services.
 - Assure that every lawyer in California is ethical, competent and professional.
 - Improve the administration of justice.
 - Respond to the public's need for information about law, lawyers and the legal system.
 - Assure the full and equal opportunity of all persons for entry into and advancement in the legal profession.
 - Maximize the accessibility to the governance of the legal profession for all lawyers and thus assure such governance is reflective of the full diversity of the profession.
 - Provide benefits, programs and services which promote professional growth and enhance the quality of life of the members.
 - Assure effective management of State Bar resources and operations.

Source: MOU §1 [Preamble]; new 1/30/99

SECTION 2. STATEMENT OF INTENT

A. These Rules and Regulations Pertaining to the Employment of Confidential Employees ("Rules and Regulations") 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 employees.

B. These Rules and Regulations shall govern the terms and conditions of employment of all employees of the State Bar designated as Confidential Employees. These Rules and Regulations embody all of the terms and conditions of employment of the State Bar's Confidential Employees and nothing which is not expressly contained herein shall be interpreted as conferring any additional right or benefit upon any Confidential Employee.

C. These Rules and Regulations, as amended from time to time by the Board of Governors 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.

Source: Confidential Employee Rules §1 [General Provision], §2 [Statement of Intent]; Executive Staff Rules §2 [Statement of Intent], §1 [General Provisions]; minor revisions 1/30/99

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 these Rules and Regulations. The Executive Director or his/her designee may resolve issues concerning the interpretation and operation of these Rules and Regulations.

Source: Confidential Employee Rules §3 [Authority for Administration]; Executive Staff Rules §3 [Authority for Administration]; minor revisions 1/30/99

SECTION 4. DEFINITIONS

A. "State Bar" shall mean The State Bar of California.

B. "Board" shall mean the Board of Governors 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 Governors.

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.

G. "Employee Relations Officer" shall mean the Executive Director of the State Bar. The Employee Relations Officer may delegate all or part of his/her duties and responsibilities to other members of the Executive Staff and/or to the Senior Executive, 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.

K. "Individual Workday" shall mean that minimum period of time a Confidential Employee works during the calendar day, normally a period of at least seven and one-quarter (7.25) hours for non-attorneys and eight (8) hours for attorneys.

L. "Individual Workweek" is defined as those five Individual Workdays that a Confidential Employee is scheduled to work during the Calendar Week.

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.

Source: Confidential Employee Rules §4 [Definitions]; Executive Staff Rules §4 [Definitions]; minor revisions 1/30/99, 1/1/01

SECTION 5. EMPLOYEES COVERED BY THESE RULES AND REGULATIONS

These Rules shall apply to all employees designated as Confidential Employees.

Source: Confidential Employee Rules §5 [Employees Covered By These Rules]; unchanged.

SECTION 6. 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 or sexual orientation. The State Bar shall not discriminate against Confidential Employees based on these factors in violation of state or federal law.

Source: Confidential Employee Rules §6 [No Discrimination]; minor revisions 1/30/99.

SECTION 7. TERMINATION, DISCIPLINE 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 Rules and Regulations 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, State Bar 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, his/her salary shall be reduced in an appropriate amount as determined by the Executive Director.

Source: Confidential Employee Rules §14 [Discipline]; Executive Staff Rules §5 [Termination and Demotion]; substantially revised 1/30/99.

SECTION 8. EVALUATIONS

The performance of Confidential Employees shall be evaluated in writing on 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.

Source: Confidential Employee Rules §8 [Evaluations]; substantially revised 1/30/99.

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 his/her 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 ~~letters of reference~~ 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 his/her personnel file and such response shall be placed in said file.

Source: Confidential Employee Rules §9 [Personnel Files]; Executive Staff Rules §21 [Personnel Files]; minor revisions 1/30/99, 1/1/01

SECTION 10. SALARY RATES AND CLASSIFICATIONS

A. The Executive Director shall determine the classifications, grades, salary rates, salary increases and other rewards for Confidential Employees subject to this section.

B. The ~~salary grades~~ **classifications and grades** and ~~ranges~~ applicable to Confidential Employees are set forth in Appendix A. **The wage and salary ranges for Confidential Employees are set forth in Appendix B.**

C. Confidential Employees shall be eligible, upon their annual anniversary date, and assuming a ~~3 "competent"~~ **"Meets Requirements"** or better performance evaluation rating, for annual "step increases" within the salary ranges set forth in Appendix ~~A~~ **B**. Employees on a step shall be moved to the next higher step. Employees not on a step shall receive the equivalent value of a

step increase. Employees at the maximum step of the range shall receive no further step increases based on performance ratings.

D. Confidential Employees shall, in addition, be eligible for annual across-the-board increases and other salary adjustments determined in at the discretion of the Executive Director.

E. On the anniversary date of a Confidential Attorney †, Grade 45CA, completing his/her third year as an Attorney †, Grade 45CA, contingent upon a "3" "Meets Requirements" or better performance rating, the Confidential Attorney †, Grade 45CA, will be automatically promoted to Attorney † Grade 46CA ~~at the first step of the salary range.~~

F. A Confidential Employee who is promoted to a higher grade shall be placed in the range for the grade to which he/she has 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 a step in the salary range of the grade to which he/she has been promoted which will result in a salary increase of less than five percent (5%).

G. A Confidential Employee who is appointed to temporarily fill a position in a higher pay grade shall be paid a differential equal to the starting salary of that higher pay grade, or five percent (5%) in excess of his/her current State Bar salary, whichever is greater, during the period of time that he/she is temporarily filling such position, provided that he/she is performing all of the major tasks and responsibilities of the position in the higher pay grade. 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 grade than his/her current position.

Source: Confidential Employee Rules §20 [Wages & Classifications]; Executive Staff Rules §8 [Placement, Hiring and Salary Rates]; substantially revised 1/30/99. Minor revisions 1/1/01.

SECTION 11. LAYOFF

Confidential Employees shall be subject to layoff for lack of work and or job elimination in accordance with Section 13 [Severance Pay].

Source: Confidential Employee Rules §12 [Layoff And Recall]; substantially revised 1/30/99.

SECTION 12. GRIEVANCES

If a Confidential Employee has a grievance concerning the interpretation, application, or enforcement of the terms of these Rules and Regulations, said grievance shall be taken up with their immediate supervisor and ultimately the Executive Director.

Source: Confidential Employee Rules §15 [Grievances]; substantially revised 1/30/99.

SECTION 13. 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 his/her commission of an act involving moral turpitude, dishonesty, corruption or gross misconduct, whether the act is committed in the course of his/her 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 22.E.

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:

<u>Length of Employment</u>	<u>Severance Pay</u>
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 his/her 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 employee, provided that the installment payments shall conform to regular State Bar pay days. The number of installment payments shall not exceed twelve (12) ~~extend over a period in excess of one (1) year.~~ Selection of the installment option shall not extend the employment status of the employee.

Source: Confidential Employee Rules §13 [Severance Pay]; Executive Staff Rules §6 [Severance Pay]; substantially revised 1/30/99. Minor revision 1/1/01.

SECTION 14. EMPLOYMENT STATUS

A. Confidential Employees' 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 thirty-six and one-quarter (36.25) hours per calendar week for non-attorney personnel and at least forty (40) hours per calendar week for attorney personnel.

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 his/her 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.

Source: Confidential Employee Rules §16 [Employment Status]; substantially revised 1/30/99.

SECTION 15. 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.

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 ~~all other~~ 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.

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

1. The wages and salaries of full-time non-attorney Confidential Employees at the State Bar are based upon an Individual Workday of seven and one quarter (7.25) hours and an Individual Workweek of 36.25 hours. For attorney Confidential Employees, the Individual Workweek is 40 hours. Confidential Employees are expected to work at least these regular work hours. 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. 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, the Confidential Employee shall use previously accumulated paid sick leave pursuant to Section 21 of these Rules and Regulations;

b. If the absence is due to a family emergency, legal proceeding to which the Confidential Employee is a party, or unexpected problem of a serious nature that cannot be accommodated other than during normal State Bar working hours, the Confidential Employee shall use ~~up to fourteen and one-half (14.5) hours paid personal leave per year for non-attorney Confidential Employees or sixteen (16) hours per year for attorney Confidential Employees~~ **the allotment of hours provided** pursuant to Section 21.J of these Rules and Regulations;

c. If the absence is due to reasons addressed in paragraphs (a) or (b) 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 ($\frac{1}{2}$) a work day, use previously accumulated vacation time, if any exists, pursuant to Section 20 of these Rules and Regulations, or;

iii. with the approval of the Confidential Employee's supervisor, work additional time within sixteen (16) days of the absence to equal the number of hours missed on the given work day.

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.

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 and applicable state law.

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: 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: All hours actually worked during the Calendar Week; Paid Holidays; Jury duty; Military leave; and Paid Sick Leave which is taken because of the Non-Exempt Confidential Employee's illness.

d. Non-Chargeable Time: Paid time off during a calendar week not included in 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 his/her 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. Compensatory Time Off: There shall be no compensatory time off permitted under any circumstances.

3. Non-Exempt Confidential Employees shall be entitled to a fifteen (15) minute paid rest period during each half-day and a one (1) hour unpaid lunch period.

Source: Confidential Rules §17 [Hours of Employment]; §18 [Overtime/Compensatory Time]; minor revisions 1/30/99. Minor revision 1/1/2001.

SECTION 16. 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 upon completion of the Outside Employment Information Request attached as Appendix B C 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.

Source: Confidential Employee Rules §19 [Outside Employment]; Executive Staff Rules §18 [Outside Employment]; substantially revised 1/30/99.

SECTION 17. 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.

Source: Confidential Employee Rules §22 [Working Conditions]; substantially revised 1/30/99.

SECTION 18. STATE BAR MEMBERSHIP FEES

The State Bar shall pay the mandatory annual State Bar membership fees ~~required to be a member of the State bar for Confidential Employees who are required, in performing their Confidential Employee duties, to engage in the practice of law for Confidential Employees who are required to engage in the practice of law in performing their Confidential Employee duties.~~

Source: Confidential Employee Rules §21 [State Bar Dues]; Executive Staff Rules §17 [Professional Dues and Fees]; minor revisions 1/1/01.

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.

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.

Source: Confidential Employee Rules §23 [Holidays]; Executive Staff Rules §12 [Holidays]; revised. Minor revisions 1/30/99, 1/1/01.

SECTION 20. VACATIONS

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

Less than three (3) years of service	5/6 of a work day per month (10 working days per year)
Less than ten (10) years but more than three (3) years of service	1-1/4 work days per month (15 working days per year)
At least ten (10) but less than fifteen (15) years of service	1-2/3 work days per month (20 working days per year)
Fifteen (15) or more years of service	2-1/12 work 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. Notwithstanding any other provision of this section, vacation accrual shall be limited as follows:

~~1. An Employee with less than three (3) years of service shall accrue a maximum of forty (40) working days of vacation.~~

~~2. An Employee with less than ten (10) years but more than three (3) years of service shall accrue a maximum of forty-five (45) working days of vacation.~~

1. An Employee with less than ten (10) years of service shall accrue a maximum of forty-five (45) working days of vacation.
 2. An Employee with at least ten (10) years but less than fifteen (15) years of service shall accrue a maximum of fifty (50) working days of vacation.
 3. An Employee with fifteen (15) or more years of service shall accrue a maximum of fifty-five (55) working days of vacation.
- D. Upon termination, an Employee shall be paid for all unused, accrued vacation time.
- E. If a paid holiday falls during a Confidential Employee's vacation, that day shall not be charged as a day of vacation.
- F. Vacations shall be scheduled at a time mutually agreeable to the State Bar and the Confidential Employee.
- G. Vacations shall not be taken in segments of less than one-half ($\frac{1}{2}$) workday.
- H. Accrued vacation days may be used in place of Paid Sick Leave days when the latter are exhausted.

Source: Confidential Employee Rules §24 [Vacations]; minor revisions 1/30/99.
Major revision 1/1/01.

SECTION 21. PAID SICK LEAVE/PERSONAL DAYS

- A. Sick leave is defined as:
1. Absence from work due to inability of the affected individual to perform material duties or responsibilities of the employee's position due to illness or injury, or convalescence after illness or injury (including pregnancy); or
 2. Absence from work due to medical, dental or eye care.
- B. Paid Sick Leave is approved only for absences due to illness, injury, medical care, dental care, or eye care of the Confidential Employee or a member of his/her immediate family, including a person assuming the role of spouse, that cannot be accommodated at times other than during normal State Bar working hours.
- C. It is, in all cases, the obligation of the Confidential Employee to notify his/her 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 but, in any event, such notification shall be made by 9:30 a.m. of the working day upon which the absence occurs.
- D. Regular full-time and regular part-time Confidential Employees are eligible for Paid Sick Leave.
- E. Regular full-time Confidential Employees accrue Paid Sick Leave credit at the rate of .833 workday per month (10 work days per year). Part-time Confidential Employees accrue Paid Sick Leave on a pro-rata basis.

F. 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.

G. A Confidential Employee shall not carry over more than sixty (60) days of accrued Paid Sick Leave from one calendar year to the next. However, a Confidential Employee with five (5) or more years of continuous employment with the State Bar as a regular full-time or regular part-time employee may request to be paid for his/her accrued but unused Paid Sick Leave in excess of thirty (30) days. Such payment for accrued but unused Paid Sick Leave in excess of thirty (30) days shall be made at the rate of twenty-five percent (25%) of the Confidential Employee's daily salary. Requests for such payment shall be made no later than December 31 and payment shall be made to the Confidential Employee during January of the following year.

H. Upon retirement, voluntary resignation, or Layoff from employment with the State Bar, a Confidential Employee with five (5) or more years of continuous employment with the State Bar as a regular full-time or regular part-time employee may request to be paid for his/her 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 his/her retirement, voluntary resignation, or layoff.

I. 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.

J. A Confidential Employee may take a maximum of two (2) 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 or unexpected problems of a serious nature 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.

Source: Confidential Employee Rules §25 [Paid Personal Leave and Paid Sick Leave]; minor revisions 1/30/99.

SECTION 22. DISABILITY LEAVE

A. A Confidential Employee who becomes sick or disabled shall, during the elimination period provided for in the long-term disability policy referred to below, utilize his/her accrued paid sick leave. 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%) of his/her pre-disability gross pay for the remainder of the elimination period.

B. 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 he/she may return from such absence.

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

D. During the applicable elimination period for the long-term disability policy ~~and depending upon the Confidential Employee's length of continuous service~~, a Confidential Employee shall be entitled to return to his/her previous position, but only as required by legal standards. ~~The length of time during which the Confidential Employee shall be entitled to return to a comparable position at the State bar shall be equal to one (1) month for each completed year of State Bar service up to a maximum of six (6) months, unless a longer period is required by law. During this period, the~~

State Bar shall pay the applicable premium and ~~make appropriate contributions~~ for the Confidential Employee's medical, dental, vision and basic life insurance benefits.

E. 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 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.

F. 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.

G. A Confidential Employee who is eligible for ~~long~~ short term disability benefits and who is absent from work pursuant to this section, may elect to ~~receive compensation from the State Bar for each accrued vacation day which he/she takes, less that amount which the Confidential Employee receives pursuant to his/her disability benefits.~~ integrate accrued vacation pay with short term disability payments in order to receive total compensation of no more than pre-disability income.

Source: Confidential Employee Rules §25 [Paid Personal Leave and Paid Sick Leave]; Executive Staff Rules §9 [Paid Sick Leave]; minor revisions 1/30/99.
Revised 1/1/01.

SECTION 23. 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.

1. The following definitions shall be used in the application of this provision.
 - a. Catastrophic illness or injury is defined as a non-work related life threatening illness or injury which is expected to incapacitate the Employee on a long term basis and which creates a financial hardship because the Employee has exhausted all of his/her sick bank and other paid time off.
 - b. The value of the donation shall be based upon the donor's current daily base salary rate or current base hourly rate.
2. Any Employee who elects to donate the value of a paid time-off day to the bank shall provide written notice to the Office of Human Resources, in December of each year. Such donations shall be deducted from an Employee's accumulated sick leave.
3. If available, payments from the bank may be made:
 - a. upon the request of the ill or injured Employee; and
 - b. upon determination by the Senior Executive, Human Resources that the Employee is unable to work due to a verified non-work related catastrophic illness or injury; and ~~after~~
 - c. after the Employee has exhausted all paid and other time off.

4. Upon receipt of a request for catastrophic leave payments, the Senior Executive, Human Resources, will ensure that the applicant meets the criteria set forth above. Distributions from the catastrophic leave bank will be used solely to:

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

b. Replenish the ill or injured Employee's exhausted sick leave bank with paid sick leave up to an amount not to exceed the twelve (12) weeks an employee is on approved (FLMA) medical leave due to the illness or injury;

5. Distributions to any Employee from the bank shall not be for a period in excess of eighteen (18) continuous months for any one catastrophic illness.

6. 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.

Source: Confidential Employee Rules §26 [Catastrophic Leave]; minor revisions 1/30/99. Revised 1/1/01.

SECTION 24. BEREAVEMENT LEAVE

In the event of a death in the immediate family (i.e., spouse; child, including foster, step or adopted; parent; brother; sister; father-in-law, including father of person assuming role of spouse; mother-in-law, including mother of person assuming role of spouse; grandparent; grandchild; or person assuming the role of spouse), Confidential Employees shall be entitled to bereavement leave of up to five (5) days with pay to attend a funeral. Such leave shall not be charged to vacation, personal time or sick leave.

Source: Confidential Employee Rules §27 [Bereavement Leave]; Executive Staff Employee Rules §13 [Bereavement Leave]; unchanged.

SECTION 25. 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 his/her 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 he/she would have otherwise received, had the Confidential Employee not been called for jury duty or subpoenaed to appear as a witness.

Source: Confidential Employee Rules §28 [Jury Duty]; Executive Staff Employee Rules §14 [Jury Duty]; minor revisions, 1/30/99.

SECTION 26. MILITARY LEAVE

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

Source: Confidential Employee Rules §29 [Military Leave]; Executive Staff Employee Rules §15 [Military Leave]; unchanged.

SECTION 27. LEAVE OF ABSENCE/SERVICE LEAVE

A. A Leave of Absence or Service Leave shall be defined as an approved absence from work ~~without pay~~. Generally, unless otherwise required by law, leaves of absence are not approved for periods less than thirty (30) calendar days. **Leaves of Absence are unpaid unless integrated with paid vacation or sick leave.** ~~Service Leaves are not approved for periods less than thirty (30) calendar days.~~

B. A Leave of Absence shall not exceed a period of twenty-six (26) Individual Workweeks.

C. 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, ~~however,~~ to take a Service Leave of less than three (3) months, however, Service Leaves are not approved for periods less than thirty (30) calendar days. There shall be no accrual of vacation or paid sick leave during a service leave. 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 his/her 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.

F. There shall be no accrual of vacation or paid sick leave during a the period of the Leave of Absence in excess of 30 days, unless the Employee remains on paid status due to combining the Leave of Absence with paid sick leave or vacation.

G. A Confidential Employee returning from a Leave of Absence or Service Leave shall be entitled to return to the position he/she held at the time that the leave was granted, if such position still exists as required by law.

Source: Confidential Employee Rules §30 [Leaves of Absence]; Executive Staff Employee Rules §16 [Leave of Absence]; minor revisions 1/30/99. Revised 1/1/01.

SECTION 28. COMPULSORY LEAVE OF ABSENCE

A. The State Bar may require a Confidential Employee who has been formally charged in a court of competent jurisdiction with the commission of any felony or of a misdemeanor involving moral turpitude or against whom a Notice to Show Cause has issued to take a compulsory leave of absence pending determination by way of plea, finding, or verdict at the trial court level as to the guilt or innocence of said Confidential Employee or, in the case of an attorney disciplinary proceeding, pending a recommendation for imposition of discipline by the State Bar Court or approval by a judge of the State Bar Court of a stipulation as to facts and discipline.

B. Such compulsory leave shall be with pay for the first three (3) months of such leave but shall, thereafter, be without pay.

C. If there is determination of not guilty or the charges are dropped, the Confidential Employee shall be reinstated to his/her position, if such position still exists, with return of all benefits, subject, however, to appropriate disciplinary action if warranted under the circumstances.

Such disciplinary action shall not be warranted where there has been a finding of "no culpability" in a prior State Bar attorney disciplinary proceeding.

D. If there is a determination of guilt, the State Bar may take appropriate disciplinary action.

Source: Confidential Employee Rules §31 [Compulsory Leaves]; unchanged.

SECTION 29. EDUCATION AND TRAINING

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 ~~management~~ the Executive Director or designee.

Source: §Confidential Employee Rules §32 [Education and Training]; Executive Staff Employee Rules §19 [Education and Training]; minor revisions 1/30/99, 1/1/01

SECTION 30. 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.

Source: Confidential Employee Rules §33 [Travel Reimbursement]; Executive Staff Rules §22 [Travel Reimbursement]; substantially revised 1/30/99.

SECTION 31. INSURANCE BENEFITS

A. Insurance benefits (medical/hospital, 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.

Source: Confidential Employee Rules §34 [Insurance Benefits]; Executive Staff Rules §10 [Insurance Benefits]; revised 1/30/99. Minor revisions 1/30/99, 1/1/01.

SECTION 32. RETIREMENT

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

B. For each Confidential Employee who is or becomes a member of ~~PERS~~ CalPERS, the Confidential Employee contribution to ~~PERS~~ CalPERS shall be deducted from the Confidential Employee's salary and paid to ~~PERS~~ CalPERS on behalf of the Confidential Employee.

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

Source: Confidential Employee Rules §35 [Retirement]; minor revisions 1/30/99, 1/1/01.

SECTION 33. 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.

Source: Confidential Employee Rules §38 [Severability]; unchanged.

SECTION 34. 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.

Source: Confidential Employee Rules §39 [Effective Date]; substantially revised 1/30/99.

LISTING OF CONFIDENTIAL CLASSIFICATIONS & GRADES

NON-ATTORNEY POSITIONS

Grade 46CA

Grade 32C Clerk Typist

Grade 47CA

Grade 33C Receptions/ Coordinator of
Records Administration
Data Entry / File Clerk

Grade 34C

Grade 35C Administrative Assistant I
Human Resources Assistant
Payroll Technician I
Secretary II

Grade 36C Administrative Secretary
Administrative Assistant II
Payroll Technician II
Legal Secretary
Senior Human Resources
Assistant

Grade 37C Administrative Specialist
Financial Planning & Analysis
Coordinator
Human Resources
Administrator
Executive Secretary

Grade 38C Human Resources
Representative
Legal Assistant

Grade 39C Administrative Specialist II

Grade 40C Accounting Supervisor
Senior Human Resources
Analyst
Senior Administrative
Specialist
Senior Financial Analyst

ATTORNEY POSITIONS

Grade 45CA

Confidential Employee Rules
Appendix A
Classifications & Grades

**Confidential Non-Attorney Salary Ranges
January 1, 2002**

Monthly Salary Ranges¹

Effective January 1, 2002, Non-Attorney Confidential Employees shall be placed in the following salary range based on their classification, grade and step as of that date.

Grade	1	2	3	4	5	6	7
31	2202	2330	2460	2589	2718	2846	2975
32	2419	2561	2703	2844	2984	3128	3290
33	2653	2809	2966	3120	3278	3433	3590
34	2934	3106	3280	3453	3625	3797	3971
35	3226	3417	3606	3795	3984	4174	4364
36	3574	3785	3997	4206	4415	4626	4836
37	3950	4182	4415	4648	4879	5112	5343
38	4346	4602	4857	5112	5367	5622	5876
39	4777	5058	5340	5620	5901	6183	6463
40	5247	5555	5867	6176	6484	6794	7104

Confidential Employee Rules
Appendix B1
Wage & Salary Ranges

¹Salary ranges are set forth in monthly amounts for convenience. Payment is made on a bi-weekly basis.

**Confidential Attorney Salary Ranges
January 1, 2002**

Monthly Salary Ranges²

Effective January 1, 2002, pre-existing Attorney Classifications III, IV, and V shall be combined into Attorney Grade 47CA, and Attorney Confidential Employees shall be placed in the following salary range based on their monthly salary rate as of that date. The ranges shall then be increased 5% as set forth in Appendix B3.

GRADE	STP 1	STP 2	STP 3	STP 4	STP 5	STP 6	STP 7	STP 8	STP 9	STP 10
45 CA	4828	5097	5364	5632	5901	6170	6439	----- -	-----	----- -
46 CA	5513	5820	6128	6434	6741	7048	7354	----- -	----- -	----- -
47 CA	6939	7286	7632	7979	8339	8737	9134	9508	9959	10410

²Salary ranges are set forth in monthly amounts for convenience. Payment is made on a bi-weekly basis.

Confidential Employee Rules
 Appendix B2
 Wage & Salary Ranges

**Confidential Attorney Salary Ranges
 January 1, 2002**

Monthly Salary Ranges³

Effective January 1, 2002, pre-existing Attorney Classifications III, IV, and V shall be combined into Attorney Grade 47CA, and Attorney Confidential Employees shall be placed in the salary range set forth in Appendix B2 based on their monthly salary rate as of that date. The ranges shall then be increased 5% as set forth below.

GRAD E	STP 1	STP 2	STP 3	STP 4	STP 5	STP 6	STP 7	STP 8	STP 9	STP 10
45 CA	5069	5351	5632	5914	6196	6478	6761	----- -	-----	----- -
46 CA	5789	6111	6434	6756	7078	7400	7722	----- -	----- -	----- -
47 CA	7286	7650	8014	8378	8756	9174	9590	9983	10,457	10,930

Confidential Employee Rules
 Appendix B3
 Wage & Salary Ranges

³Salary ranges are set forth in monthly amounts for convenience. Payment is made on a bi-weekly basis.

REQUEST FOR OUTSIDE EMPLOYMENT

Name: _____

Office: _____

Position: _____

Attached is my completed outside employment questionnaire for:

___ legal employment

___ non-legal employment

I understand that I must submit an updated questionnaire if any of the circumstances of my employment addressed in the questionnaire change.

Request submitted by:

Signature

Date

APPROVED:

Signature

Date

OUTSIDE EMPLOYMENT QUESTIONNAIRE - LEGAL

1. What is the nature of the legal work you would be performing?
2. What is your anticipated time commitment (e.g., long term, short term, hours per week, days per week)?
3. What are the actual or potential conflicts?
 - a. Could your performance of this work be, or appear to be, in conflict with the State Bar's goals?
 - b. What is the anticipated effect of this work on your current workload and your availability for future assignments?
 - c. Is there any likelihood of there being or appearing to be any connection between this work and your duties for the State Bar?
 - d. Do you anticipate employing any other people? For conflict identification purposes, please explain in detail who would be employed, and the nature of their duties.
 - e. What other conflicts, actual or potential, do you foresee?
4. Would your work involve any court, deposition or other formal appearances? How do you propose to cover such appearances?
5. Would your work involve your being contacted at the State Bar? How do you propose to handle this?
6. What resources do you anticipate using during your outside employment? Do you anticipate using State Bar phones, copying machines, fax machines, secretarial time or computers?
7. Do you have stationary and supplies of your own? Do you anticipate using State Bar pleading paper?
8. Will your clients be aware that the State Bar is not involved in any way in your work? Explain how you would make this clear.

9. Will you have an outside office? If not, do you intend to use State Bar facilities or equipment for outside employment purposes?
10. Please provide evidence of compliance with Business and Professions Code §6211 regarding your handling of trust funds.
11. Please provide your agreement to indemnify and hold the State Bar harmless from any liability pertaining to your outside employment. Or, please provide proof of errors and omissions insurance and/or of an agreement by those with whom you will be working that the State Bar is not responsible in any way for your performance.

Appendix C
Outside Employment
Request
Page 2

OUTSIDE EMPLOYMENT QUESTIONNAIRE - NON-LEGAL

1. What is the nature of the work you would be performing?
2. What is your anticipated time commitment (e.g., long term, short term, hours per week, days per week)?
3. What are the actual or potential conflicts?
 - a. Could your performance of this work be, or appear to be, in conflict with the State Bar's goals and objectives?
 - b. What is the anticipated effect of this work on your current workload and your availability for future assignments?
 - c. Is there any likelihood of there being or appearing to be any connection between this work and your duties for the State Bar?
 - d. Do you anticipate employing any other people? For conflict identification purposes, please explain in detail who would be employed, and the nature of their duties.
 - e. What other conflicts, actual or potential, do you foresee?
4. Would your work involve your being contacted at the State Bar? How do you propose to handle this?
5. What resources do you anticipate using during your outside employment? Do you anticipate using State Bar phones, copying machines, fax machines, secretarial time or computers?
6. Do you have stationary and supplies of your own? Do you anticipate using State Bar supplies?
7. Are those with whom you will come in contact aware that the State Bar is not involved in any way in your outside employment? Explain how you will make this clear.
8. Will you have an outside office? If not, do you intend to use State Bar facilities or equipment for outside employment purposes?

Appendix C
Outside Employment
Information Request
Page 3