

COURT'S MODIFIED PACKAGE PROPOSAL TO SEIU FOR A SUCCESSOR MOU
PRESENTED ON JUNE 12, 2025

The Court presents the following modified package proposal to SEIU for a tentative agreement for a successor MOU. This represents the Court's final and best proposal for a tentative agreement on a successor MOU. Because of the rules pertaining to the Court's funding from the State, including the Court's inability to maintain more than a 3% reserve, the funding for some of the below proposals will only be available to the Court until June 30, 2025. As a result, this package proposal is contingent upon ratification and the Union notifying the Court of such ratification by **5:00 p.m. June 16, 2025** to enable the Court to make certain payments proposed hereunder before June 30, 2025. Thereafter, the Court's funding will change; and, as a result, the Court will not continue to offer the below economic terms, and potentially the term of the agreement will no longer be available.

1. Term of agreement through December 31, 2026.
2. All tentative agreements reached to date:
 - (a) Court Proposal No. 1 - Holidays Tentative Agreement, dated December 17, 2024;
 - (b) SEIU Proposal No. 13 – Vision Reimbursement Tentative Agreement, dated December 17, 2024.
3. Court's June 12, 2025 Modified Court Proposal No. 6 (Wages and other Compensation)
4. Court's December 23, 2024 Counter-Proposal to SEIU Proposal No. 15 (Vision Plan)
5. Court's June 12, 2025 Modified Counter-Proposal to SEIU Proposal No. 5 (Special Performance Pay)
6. Court's January 3, 2025 Counter-Proposal to SEIU's Modified Proposal No. 4 (Premium Conditions – Bilingual Pay)
7. Court's May 30, 2025 Modified Court Proposal No. 5 (Bereavement Leave)
8. Court's January 3, 2025 Third Modified Court Proposal No. 11 (Attendance)
9. Court's May 30, 2025 Modified Court Proposal No. 12 (Sick Leave) with clarification that the proposed archive would be attached to the MOU.
10. Court's June 12, 2025 Modified Court Proposal No. 8 (Me-Too)
11. Court Proposed May 30, 2025 Side letter agreement relating to August 30, 2025 furlough side letter agreement
12. The Court and Union agree to a side letter to the MOU that states:

In consideration for reaching an agreement on the 2025-2026 MOU, the Court agrees to provide one personal holiday equivalent to the number of hours the employee would normally be scheduled to work in one day to each bargaining unit employee who is employed by the Court at the time of ratification of the MOU. The personal holiday must be used by the employee by December 31, 2025. It shall not carry over if not used by December 31, 2025. The personal holiday time shall be requested in the same manner as a floating holiday. Personal holiday time may be used intermittently in a minimum of one-hour increments. This provision will sunset and will no longer be in effect after December 31, 2025.

13. All proposals by the Court not mentioned or included in this package proposal shall be deemed responded to and rejected by SEIU, and shall be deemed withdrawn by the Court upon SEIU's acceptance of this package proposal.

14. All proposals by SEIU not mentioned or included in this package proposal shall be deemed responded to and rejected by the Court, and shall be deemed withdrawn by SEIU upon SEIU's acceptance of this package proposal.

15. Upon signing this tentative agreement, SEIU and its bargaining team will recommend ratification of this package proposal for a Successor MOU.


TENTATIVE AGREEMENT FOR A SUCCESSOR MOU:

Date: 6/12/2025


SEIU

Date: 6/12/2025


ALAMEDA COUNTY SUPERIOR COURT


Alameda County Superior
Court Chapter President

MOU Successor Agreement Negotiations 2024
between
Alameda County Superior Courts
and
SEIU Local 1021

1158

Union Proposal # Counter to Court #1
Date: 12.17.24

SEIU counter to COURT PROPOSAL NO. 1 TO SEIU October 8, 2024

SECTION 9. HOLIDAYS

A. JUDICIAL HOLIDAYS. Employees covered by this MOU shall be entitled to paid holidays for days observed as judicial holidays pursuant to State law and the California Rules of Court. Presently those holidays are:

New Year's Day	Independence Day
Martin Luther King Jr.'s Birthday	Juneteenth
Lincoln's Birthday	Labor Day
Washington's Birthday	Native American Day
Cesar Chavez Day	Veteran's Day
Memorial Day	Thanksgiving
	Day after Thanksgiving
	Christmas Day

B. FLOATING HOLIDAY. Employees covered by this MOU shall be entitled to three (3) floating holidays per calendar year. Floating holidays are to be scheduled by mutual agreement of the employee and their supervisor and taken within the calendar year. When a written request for a floating holiday is submitted, the Court Executive Officer or designee shall respond in writing within 14 calendar days or shall schedule the floating holiday as requested by the employee. Employees hired on or after July 1 of any calendar year are not eligible to receive the floating holidays in that calendar year.

~~Effective calendar year 2022, and in recognition of Juneteenth, the Court will add an additional floating holiday (4 total) to be taken in the same manner as any other floating holiday. If Juneteenth~~

MOU Successor Agreement Negotiations 2024
between
Alameda County Superior Courts
and
SEIU Local 1021

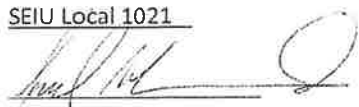
Union Proposal # Counter to Court #1

Date: 12.17.24

becomes a recognized Court Holiday pursuant to State Law and the California Rules of Court, this additional floating holiday shall be deleted and bargaining unit members shall be entitled to three floating holidays.


Employees who are on an unpaid leave of absence that is not a FMLA/CFRA qualifying leave for the first pay period of January shall not receive their allotment of floating holidays for the year, unless they have returned to paid status for three consecutive pay periods, the first of which begins prior to July 1. Upon completion of three consecutive pay periods (the first of which began prior to July 1) in paid status the employee shall receive their full allotment of floating holidays for the year. If an employee does not meet these criteria, they shall not receive floating holidays for that calendar year.

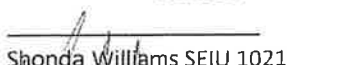
SEIU Local 1021


Saad Muhammad Chief Negotiator

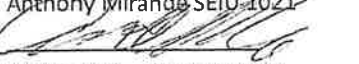

Ron Collins Chief Negotiator

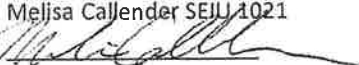

Kasha Clarke SEIU 1021


Alex Munoz SEIU 1021


Shonda Williams SEIU 1021


Anthony Miranda SEIU 1021


Melisa Callender SEIU 1021

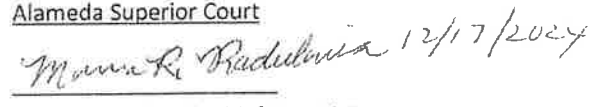

Arthur Jr. Cooper SEIU 1021

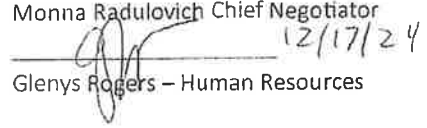

Darrel Drew SEIU 1021


Jennifer Simton SEIU 1021

SEIU 1021
Date signed: _____

Alameda Superior Court


Monna Radulovich Chief Negotiator


Glenys Rogers – Human Resources

Date signed: _____

3:52

MOU Successor Agreement Negotiations 2024
between
Alameda County Superior Courts
and
SEIU Local 1021

Union Proposal # 13


Date: 10.30.2024

SECTION 26. VISION REIMBURSEMENT PLAN

Employees shall be eligible for biannual vision care reimbursement subject to the following criteria:

- The employee is eligible for reimbursement after six months of continuous employment working at least 50% time or more each pay period.
- The employee shall be reimbursed for the cost of either lenses and frames or contact lenses specifically prescribed for the employee only, up to a maximum reimbursement of ~~\$200.00~~ \$500.00 in the twenty-four month period.
- Reimbursement will be made subject to applicable Court procedures and requirements.

SEIU Local 1021



Saad Muhammad Chief Negotiator



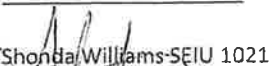
Ron Collins Chief Negotiator



Kasha Clarke SEIU 1021

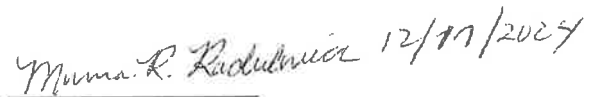


Alex Munoz SEIU 1021



Shonda Williams-SEIU 1021

Alameda Superior Court



12/17/2024

Monna Radulovich Chief Negotiator



12/17/24

Glenys Rogers – Human Resources

MOU Successor Agreement Negotiations 2024
between
Alameda County Superior Courts
and
SEIU Local 1021

Union Proposal # 13

Date: 10.30.2024

Anthony Mirande SEIU 1021



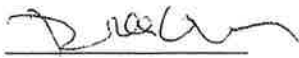
Melisa Callender SEIU 1021



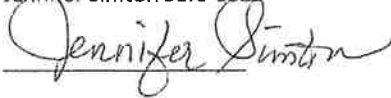
Arthur Jr. Cooper SEIU 1021



Darrell Drew SEIU 1021



Jennifer Simton SEIU 1021



SEIU 1021

Date signed: _____

Date signed: _____

COURT'S MODIFIED PROPOSAL NO. 6 TO SEIU

June 12, 2025

SECTION 17. WAGES AND OTHER COMPENSATION

~~A. Effective at the beginning of the pay period including January 1, 2022, all represented classifications shall receive a 5% Cost-of-Living Adjustment, which shall accrue to all represented members' respective base rate of pay. Effective the first full pay period following ratification, all employees in the bargaining unit who remain employed at the time of payment shall receive a one-time, non-base building, stipend in the amount of \$1,000.00 \$1,500.00 five \$2,000 (two thousand dollars); \$2,500 (two thousand and five hundred dollars), subject to applicable tax withholdings. The stipend will be paid in the same manner as the furlough repayment stipend.~~

~~A.—~~

~~B. Effective in the first full pay period following ratification, all represented employees in the bargaining unit who remain employed on the payment date classifications shall receive a one percent (1%) 3% Cost-of-Living Adjustment; a three percent (3%) negotiated wage increase to their base wages, which shall accrue to all represented members' respective base rate of pay.~~

~~C. Effective at the beginning of the pay period including January 1, 2024, all represented classifications shall receive a 2% Cost-of-Living Adjustment, which shall accrue to all represented members' respective base rate of pay.~~

~~C. Effective in the first full pay period following ratification, all employees in the bargaining unit who remain employed on the payment date shall receive an additional one-time retention stipend equivalent to one percent (1%) of their current annual base wages (the annual base wages before the increase in paragraph B). The stipend will be paid in the same manner as the furlough repayment stipend.~~

~~D. For fiscal year 2025/2026, for every net increase of two one million dollars of ongoing and unrestricted allocation, in the Court's General Ledger (GL) 812110 (Trial Court Trust Fund operations), above the Court's fiscal year 2024/2025 beginning, ongoing and unrestricted allocation that the Court receives from the State, the Court will pay a one-half percent (1/2%) across the board negotiated wage increase to all employees in the bargaining unit who remain employed on the payment date. The payment date will be the first full pay period after the Judicial Council of California approves the trial court trust fund and trial court allocations for the fiscal year.~~

~~For fiscal year 2026/2027, for every net increase of two one million dollars of ongoing and unrestricted allocation, in the Court's General Ledger (GL) 812110 (Trial Court Trust Fund operations), above the Court's fiscal year 2025/2026 beginning, ongoing and unrestricted allocation that the Court receives from the State, the Court will pay a one-half percent (1/2%)~~

across the board negotiated wage increase to all employees in the bargaining unit who remain employed on the payment date. The payment date will be the first full pay period after the Judicial Council of California approves the trial court trust fund and trial court allocations for the fiscal year.

Notwithstanding the above, the total maximum across the board wage increase paid by the Court under paragraphs B and D combined shall not exceed five percent (5%) for the entire term of the MOU.

~~D.E.~~ E. Effective January 1, 2022, any bargaining unit member who reaches 15 years or more of service based upon hours in paid status with the Court, or who has already reached 15 years of service with the Court on the effective date, shall receive a one-time payment of \$1,500.00. The \$1,500.00 payment shall not be added to the employee's base salary.

F. When a represented employee is promoted, the Court will place that employee into the step of the employee's new classification that will result in no less than a 3% increase in the employee's hourly pay rate. For purposes of this section of the MOU, a "promotion" is movement into a new classification in which the upper end of the pay range exceeds the pay range of the employee's current classification.

~~G. The Court and Union agree that, if the Judicial Council of California approves at its February 21, 2025 meeting the Judicial Council's Trial Court Budget Advisory Committee's recommended methodology for allocating the Governor's decision to restore in fiscal year 2024-25 approximately \$42 million dollars of the funding cuts to the trial courts, the Court shall pay a stipend to all furloughed employees in the bargaining unit in an amount equivalent to the wages they lost due to the four mandatory furlough days in 2024. The payment shall be subject to applicable tax withholdings. The Court and Union agree that the payment of such stipend will fulfill all of the Court's obligations under the 2024 furlough side letter agreement. The Union and the Court further agree that the economic enhancements provided in this section and in other sections of the MOU do not violate the 2024 furlough side letter agreement, dated August 30, 2024, or trigger any bargaining or furlough reimbursement obligations under the 2024 furlough side letter agreement.~~

Commented [MR1]: Court has proposed a side letter to address the furlough side letter agreement dated 8/30/24, and it has been provided with the package proposal.

TENTATIVE AGREEMENT.

Date:

9/12/2025

[Signature]

SEIU

[Signature]

Alameda County Superior
Court Chapter President

Date:

6/12/2025

[Signature]

Alameda County Superior Court

COURT COUNTERPROPOSAL TO SEIU PROPOSAL NO. 15
December 23, 2024

Proposal – Section 15.C – Vision Plan (New subsection)

C. VISION PLAN

Effective Plan Year 2026, the Court shall cover 100% of the cost of vision insurance premiums for all eligible employees.

SEIU Local 1021

Saad Muhammad
Saad Muhammad Chief Negotiator

Ron Collins
Ron Collins Chief Negotiator

Kasha Clarke SEIU 1021

Alex Munoz
Alex Munoz SEIU 1021

Shonda Williams SEIU 1021

Anthony Mirande SEIU 1021

Melisa Callender SEIU 1021

Arthur Jr. Cooper SEIU 1021

Darrell Drew SEIU 1021

Jennifer Simton SEIU 1021

SEIU 1021

Date signed: 6/12/2025

Alameda Superior Court

Monna Radulovich
Monna Radulovich Chief Negotiator

Glenys Rogers
Glenys Rogers Human Resources

Date signed: 6/12/2025

COURT Modified PROPOSAL RE: SEIU PROPOSAL NO. 5

June 12, 2025

Section 13. SPECIAL PERFORMANCE PAY FOR TEMPORARY ASSIGNMENT TO A HIGHER LEVEL POSITION

A. Requirements. An employee specifically assigned on a temporary basis to a higher-level position in which there is no appointed incumbent or in which the appointed incumbent is on paid or unpaid leave, shall be compensated at the pay rate for the higher-level position provided that all of the following criteria are met:

1. The employee assumes the majority of the duties of the higher-level position as specifically assigned in writing by the Court Executive Officer or designee. For purposes of determining whether an employee is performing the majority of the duties of the higher class, the failure to prepare performance evaluations shall not be counted against the employee.
2. The assignment is made for the full shift of the higher-level position. Under the provisions of this section, part-time employees can only meet the "full shift" criteria by being assigned to a higher-level part-time position, or by being assigned to work the full shift of a full-time position.
- 3.

~~The service equals or exceeds three (3) successive business days. The service in such position shall be compensated from the first full day of the assignment.~~

The employee shall be compensated from the first full day of the out-of-class assignment.

a. Exception for First Chair Courtroom Clerk Relief

An LPA shall receive special performance pay under this provision when the LPA is assigned to perform and performs the duties of the first chair Courtroom Clerk for at least 6 hours in the day.

Assignments shall not be changed or rotated among LPAs for the purpose of evading this requirement of providing special performance pay to LPAs as provided herein.

Assignments to perform second chair Courtroom Clerk relief are not eligible for special compensation.

B. Compensation

1. **Rate of Pay.** The rate of pay pursuant to this section shall be calculated as though the employee has been promoted to the higher-level position. Since out-of-class pay is earned pursuant to an assignment rather than a Court appointment, the employee is not eligible for step increases that apply to the higher-level position but continues to receive step increases for the lower-level position, if the employee is otherwise eligible for step

COURT Modified PROPOSAL RE: SEIU PROPOSAL NO. 5

June 12, 2025

increases in the lower-level position. Notwithstanding this restriction, however, the employee's rate of pay shall not be reduced during a continuous period of out-of-class assignment in the event that the salary range of the higher-level position increases.

- 2. Paid Leave.** An employee otherwise eligible for out-of-class pay who is absent on paid leave shall be paid at the out-of-class pay rate for such paid leave only if:
- a. Another person has not been hired or assigned to work on an out of class basis to the same position to which the out-of-class pay assignment has been made for the same period
 - b. An absence exceeds five consecutive workdays, the employee shall be paid at the higher rate for the first five days of the absence, and shall be paid at the employee's regular non-out-of-class rate for the remaining days of the absence.
~~The employee shall continue to receive out of class pay for the duration of any paid leave, provided no other employee has been assigned to cover the higher level duties during their absence.~~
 - c. Work assignments shall not be changed or rotated among employees for the purpose of evading this requirement of providing greater compensation to an employee who would otherwise be eligible for such pay as provided herein.
- 3. Schedule.** An employee in a 37-1/2-hour classification who is assigned to a 40-hour higher-level position may, at the Court Executive Officer's discretion, continue to work 37-1/2 hours. In that case, the employee shall be paid at the hourly rate of the higher-level classification as if the employee were, in fact, promoted. Likewise, an employee in a 37-1/2 hour position or a regular 40-hour position who is assigned to a higher-level position which is on a flextime schedule should, at the Court Executive Officer's discretion, continue to work a regular schedule, rather than revising the work schedule to match the flex schedule of the higher level position.

Commented [MR1]: Maintain existing language.

Time worked in a higher-level assignment in excess of the workweek of the employee's appointed position shall be compensated pursuant to the provisions of Section 7 of this MOU.

COURT Modified PROPOSAL RE: SEIU PROPOSAL NO. 5

June 12, 2025

4. No out-of-class assignment shall extend for more than 12 months.

Date: 6/12/2025

SEIU Local 1021



Peter Masiak

Date: 6/12/2025

Alameda County Superior Court



Monna Radulovich



Kasha Clarke SEIU 1021
Alameda County Superior
Court Chapter President

COURT COUNTERPROPOSAL TO SEIU MODIFIED PROPOSAL NO. 4
January 3, 2025

Section 12. PREMIUM CONDITIONS

A. Bilingual Pay.

1. Employees who have passed the Qualified Bilingual Employee Exam in one language other than English and who are eligible to participate in the Court's Qualified Bilingual Program will receive ~~\$35 \$150 \$75 \$60 \$70 \$65~~ per pay period compensation. Employees who have passed the Bilingual Qualification Exam in three or more languages other than English and who are eligible to participate in the Court's Qualified Bilingual Program will receive ~~\$45 \$200 \$100 \$80 \$90 \$80~~ per pay period compensation. No employee shall be required to perform bilingual services unless that employee is receiving bilingual pay.
2. In addition to the amounts set forth above, any employee who certifies, and whose immediate supervisor approves, that the employee used a language other than English in connection with the business of the Court for at least 10 hours in a pay period will receive an additional ~~\$15 \$150 \$35 \$25 \$30~~ compensation for that pay period.

SEIU Local 1021


Saad Muhammad Chief Negotiator


Ron Collins Chief Negotiator

Kasha Clarke SEIU 1021


Kasha Clarke

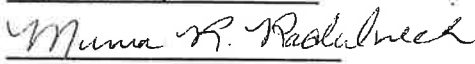
Alex Munoz SEIU 1021

Shonda Williams SEIU 1021

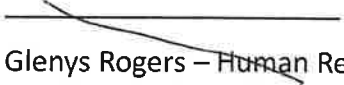
Anthony Mirande SEIU 1021

6/12/2025

Alameda Superior Court


Monna R. Radulovich

Monna Radulovich Chief Negotiator


Glenys Rogers – Human Resources

COURT COUNTERPROPOSAL TO SEIU MODIFIED PROPOSAL NO. 4
January 3, 2025

Melisa Callender SEIU 1021

Arthur Jr. Cooper SEIU 1021

Darrell Drew SEIU 1021

Jennifer Simton SEIU 1021

SEIU 1021

Date signed: 6/12/2025

Date signed: 6/12/2025

May 30, 2025

Section 8. BEREAVEMENT LEAVE - S. SECTION G LEAVES OF ABSENCE

G. DEATH IN IMMEDIATE FAMILY (BEREAVEMENT LEAVE). ~~The Court Executive Officer may grant a leave of absence with pay to a regular Court employee if there is a death in the employee's immediate family. Such leave may be granted for a period of up to 5 days, subject to a cap of 10 15 calendar days per calendar year.~~
Upon approval of the Court Executive Officer, a regular employee, who has been employed by the Court for at least 30 days, is eligible to use, subject to the conditions below, up to five days of bereavement leave for each death of an immediate family member. In the event an employee experiences the deaths of multiple immediate family members in the same year, the eligible employee may request and use, subject to the conditions below, up to five days of bereavement leave for each such death. Up to 10 days of the above granted and used bereavement leaves in a calendar year will be paid bereavement leaves. Eligible employees will receive up to a total of 5 days of paid bereavement leave in a 12-month period. Otherwise, the a bereavement leave is unpaid, unless the employee elects to use accrued, available time off and/or compensatory time off for the bereavement leave.

Bereavement leave may be taken intermittently. In the event an employee seeks to use more than 5 days off for the death of an individual immediate family member, the employee may request to use accrued and available vacation time, compensatory time, personal leave, or sick leave (if applicable) for such purpose, subject to the eligibility and approval requirements for such types of leave in this MOU. Any such additional time off granted will not be considered bereavement leave.

1. Definitions.

For purposes of this section, pursuant to subdivision (d) of Labor Code Section 2066, "immediate family" member means (1) parent (biological, foster, adoptive, step-parent, legal guardian, or the person who stood in the role of a parent when the employee was a child)(including step-parent); (2) spouse; (3) domestic partner (upon submission of an affidavit as defined in Appendix B); (4) child (biological, adopted, foster, including stepchild, legal ward, child of the employee's domestic partner, or person to whom the employee stands in the role of a parent); including stepchild, unborn child, (5) grandparent; (6) grandchild; (7), sibling (including step-sibling);, foster parent, foster child, and (8) parent-in-law, sibling-in-law, child-in-law, (9) uncle, and (10) aunt, niece and nephew, cohabitants, first cousin (that is, a child of an aunt or uncle) any other person sharing the relationship of in-loco parentis.

Entitlement to leave of absence under this section shall be only for all the hours the employee would have been scheduled to work but did not work because of a granted

COURT MODIFIED PROPOSAL NO. 5 TO SEIU

May 30, 2025

bereavement leave. for those days granted, For instance, if an employee's work schedule is a 6-hour work day and the employee does not work on a workday because of bereavement leave, one day of bereavement leave will be 6 hours. and, insofar as the days are concerned, they shall be in addition to any other entitlement for sick leave, emergency leave, or any other leave.

2. Notice and Documentation Requirements.

Employees shall give written notice of their request for bereavement leave to their supervisor as soon as possible.

Employees are required to provide documentation of the family member's death to their supervisor within thirty (30) days of the first use of the leave for that particular immediate family member's death. "Documentation" includes, but is not limited to, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency. In the rare situation when no documentation from any of the preceding exists, the Court may consider alternative documentation provided by the employee.

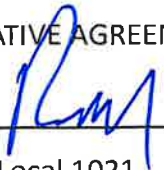
3. Time Limit on Completion of the Bereavement Leave

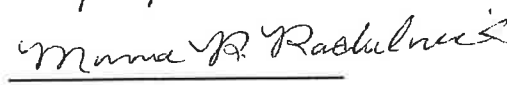
Bereavement leave for the immediate family member's death must be completed, if at all, within three (3) months of the immediate family member's death.


4. Use of Bereavement Leave for Miscarriage or Still Birth

When the Court has approved a reproductive loss leave (currently under Government Code section 12945.6) for a miscarriage or still birth of the employee's baby, the employee may elect to use up to five (5) days of available, paid bereavement leave (to the extent it has not been used for the reasons above), or accrued, available sick leave, vacation, personal leave and/or compensatory time off, in order to receive pay for the leave. Otherwise, the reproductive loss leave for such purposes will be unpaid. The use of any available paid bereavement leave or other available paid leave runs concurrently with the reproductive loss leave.

TENTATIVE AGREEMENT on 6/12/2025, 2025:


SEIU, Local 1021

6/12/2025

Alameda County Superior Court


Alameda County Superior
Court Chapter President

THIRD MODIFIED COURT PROPOSAL NO. 11 TO SEIU

January 3, 2025

SECTION 6. HOURS OF WORK, SHIFTS, SCHEDULES, AND REST PERIODS

D. ATTENDANCE

1. **PURPOSE.** To ensure adequate staffing, positive employee morale, and productivity throughout the Court, employees will be held accountable for adhering to their assigned work schedule. This section of the MOU sets forth uniform guidelines to ensure clarity and consistency in resolving attendance issues. Nothing in this section is intended to, nor does it, change the definitions of any type of leave that may be set forth in this MOU or in the Court's Personnel Organization, Policies, and Rules.
2. **POLICY.** All employees shall be at work in their assigned work unit, ready to work, promptly at their assigned start time and immediately at the end of their assigned break times unless they have received other instructions from their supervisor (Personnel Organization, Policies and Rules [POPR] Chapter 10, Section 10.2), or they are absent on approved leave. Excessive unscheduled absences, which includes being late to work (tardy), or those unscheduled absences that have a significant impact on the business needs of the Court may subject an employee to discipline, up to and including termination of employment.
3. **DEFINITIONS.**
 - a. **Absence:** Any time an employee is not at work during their scheduled work hours, regardless of the reason.
 - b. **Unscheduled Absence:** An absence for which an employee did not obtain prior oral or written approval from their supervisor to be absent from work and which does not meet the definition of authorized sick leave.
 - c. **No Call/No Show:** Failure to report an absence the day it occurs, unless an employee's supervisor has approved otherwise.
 - d. **Supervisor:** A manager directly responsible for the performance, assignment of duties, and work product of an employee.
 - e. **Tardy:** Any time an employee is not present and ready to begin working in their assigned work unit at the start of the scheduled workday and upon returning from lunch and breaks.
 - f. **Leave Without Pay:** Approved by Director and/or CEO pursuant to POPR Chapter 11, Section 11.6.

- a. **Notice.** If an employee has not received prior approval to use sick leave, they must follow the established call-in procedures for their section, giving the Court as much notice as possible. If an employee fails to comply with this requirement, the Court may treat the absence as an unscheduled absence rather than as authorized sick leave.
- b. **Medical Evidence of Sickness or Injury.** In addition to the notice detailed in section 5(A) above, an employee who is on sick leave review pursuant to section 7 below must also provide the required medical evidence of sickness or injury. If an employee fails to comply with this requirement, the Court may treat the absence as an unscheduled absence rather than as authorized sick leave, in addition to any other consequences to which the employee may be subject for their failure to comply with the provisions of section 7.

In order for employees to use their accrued sick leave without the occurrence being counted as an unscheduled absence, they must comply with the following procedures:

- If employees call in sick on a day for which an advance leave request was previously denied, the Court may require medical verification for their absence.
- If employees call in sick on a day contiguous to a holiday weekend (for example, the Friday or Tuesday adjacent to the Martin Luther King Jr. Day weekend), the Court may require medical verification for their absence.

If an employee's use of sick leave does not comply with this section, the Court may treat it as an unscheduled absence.

- c. **Reporting Authorized Sick Leave for Payroll Purposes.** If an employee requests to use sick leave in advance of the day it is used, the request may be made for any amount of time in fifteen (15) minute increments. If an employee notifies the Court of using sick leave on the same day it is used, sick leave must be used in ~~half-day or full-day~~ two-hour ~~one-hour~~ increments, based on the length of that employee's workday. If an employee becomes ill during the workday and is approved to leave work, the Court will charge the remainder of the workday to the employee's sick leave balance, rounded to the nearest quarter hour (15 minutes).

6. UNSCHEDULED ABSENCES AND TARDINESS. The Court recognizes that some absences cannot be scheduled in advance. If it is not possible to pre-schedule an absence (including a late arrival or early departure), employees must:

- Notify their supervisor as soon as they become aware that they will be absent or tardy;
 - Give the reason for the absence, including whether the absence is for Protected Leave;
 - Give an estimate of how long the absence will be;
 - If the absence is continuous or lengthy, employees should notify their immediate supervisor or another manager in their chain of command on a daily basis, unless otherwise noticed by their supervisor or Human Resources.
- a. **Notification of Unscheduled Absence or Tardiness.** If an employee is unable to report to work as scheduled, the employee is expected to use the normal call-in procedure

established for their unit (e.g., leave a message on the call-in line for their respective unit/division). A person other than the employee may not call on behalf of the employee, except in an emergency. Failure to provide this notification may cause the absence to be recorded as Unauthorized Leave Without Pay, and could lead to disciplinary action.

Employees who do not follow the proper attendance notification procedure to notify the Court that they will be absent or tardy will be considered a “no call, no show” and their timecard will reflect Unauthorized Leave Without Pay. Progressive discipline may be initiated for repeat offenses. Repeat “no call, no shows” may result in the employee being deemed to have abandoned their job, pursuant to section 32 of this MOU.

- b. Reporting Unscheduled Absences for Payroll Purposes.** In appropriate circumstances, and consistent with the definitions and policies set forth in this MOU and in the Court’s Personnel Organization, Policies, and Rules, employees may be permitted to use accrued leave balances to be paid for unscheduled absences. In no event, however, will an employee be permitted to use sick leave for an unscheduled absence that does not meet the definition of sick leave as set forth in section 11 of this MOU.

Employees whose unscheduled absences are the result of Protected Leave will be paid in accord with the policies applicable to the appropriate leave type, assuming they have sufficient leave of that type available.

- c. Reporting Tardiness for Payroll Purposes.** When employees report to work late, they shall notify their supervisor as required in Section 6(A). The tardiness will be treated as Unauthorized Leave Without Pay unless under the definitions and policies in this MOU or the Court’s Personnel Organization, Policies, and Rules it would be permissible for the employee to use an appropriate accrued leave balance to account for the time. Employees whose tardiness is the result of Protected Leave will be paid in accord with the policies applicable to the appropriate leave type, assuming they have sufficient leave of that type available.

However it is coded, tardiness will be charged in one quarter (1/4) hour increments rounded to the nearest one quarter (1/4) hour. Tardiness of seven (7) minutes or less will not be charged to an employee’s leave balance nor treated as Unauthorized Leave Without Pay, but may still subject an employee to discipline as described in section D below.

Tardiness may not be made up by working through rest periods or after the regular shift time. Exceptions:

- i.** If the business needs of the Court allow, an employee may, at the discretion of their supervisor, add time to the end of their shift to make up for their tardiness.
 - ii.** In some instances, an employee may, at the discretion of their supervisor, be permitted to reduce a 1-hour lunch period by a corresponding amount to account for their late time. However, this may not always be possible given the business needs of the Court, and it should be an exception, not a standing practice.

If employees fail to notify their supervisor as required, their pay will be reduced in one quarter (1/4) hour increments rounded to the nearest one quarter (1/4) hour and charged as Unauthorized Leave Without Pay.

Notwithstanding the above, if the tardiness is in 1-hour increments, and if the employee has available Personal Leave, then the employee may charge the tardiness to Personal Leave rather than Unauthorized Leave Without Pay.

- d. Disciplinary Action as Result of Unscheduled Absences or Tardiness.** This section does not apply to unscheduled absences or tardiness that occur as a result of Protected Leave or authorized sick leave.

Notwithstanding the foregoing sections 5(B) and 5(C), an employee may be subject to discipline for excessive unscheduled absences or tardiness or unscheduled absences or tardiness that significantly affect the business of the Court, even if the employee is permitted to use an accrued leave balance to account for the time out of the office. The fact of payment for an unscheduled absence or tardiness does not excuse the unscheduled absence or tardiness.

Supervisors, Managers, Division Chiefs, Directors, and Human Resources will monitor unscheduled absences and tardiness. In determining whether to administer discipline, the business needs of the Court shall be the primary consideration. Other considerations include, but are not limited to:

- The employee's prior history within the past twelve (12) months of unscheduled absences and tardiness, including number, length, and patterns;
- The length of the tardiness; and
- Whether the employee had requested leave and was denied during the same period of the unscheduled absence or tardiness.

Regardless of any other factors, any employee who has more than ten (10) instances of tardiness in a six-month period shall be subject to discipline.

- 7. MEDICAL EVIDENCE OF SICKNESS OR INJURY/SICK LEAVE REVIEW.** This section does not apply to unscheduled absences or tardiness that occur as a result of Protected Leave or to authorized sick leave as herein defined.

The Court Executive Officer or appointing authority, as a condition of permitting an employee to use accrued sick leave balances to receive pay for an unscheduled absence or tardiness that meets the definition of "sick leave" set forth in section 11 of this MOU, may require medical evidence of sickness or injury, which may include a statement from a medical provider and/or medical clearance to return to work.

The Court Executive Officer's authority to require medical evidence of sickness or injury is subject to the following conditions:

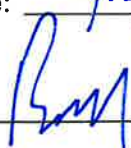
- Except upon the conditions listed in this section and in Part 5, above, the Court Executive Officer may require medical verification of sickness or injury for use of sick leave with prior notice to the employee and for good cause.

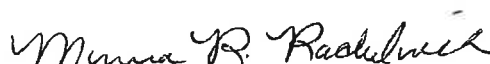
- If an employee has any of the following due to sick leave in a 6-month period, they may be placed on "sick leave review."
 - Two (2) unscheduled absences;
 - Five (5) instances of tardiness of 30 minutes or more;
 - Seven (7) instances of tardiness of fewer than 30 minutes; or
 - One (1) unscheduled absence and three (3) instances of tardiness, regardless of length.
- ~~Notwithstanding any other provision of this MOU, the Court may place on sick leave review any employee who has more than five (5) instances of authorized sick leave in a three (3) month period.~~

Employees must be noticed that they are being placed on sick leave review. Under the terms of sick leave review, the CEO may require medical evidence for any unscheduled absence or tardiness due to sick leave, or as otherwise detailed in this section. Once an employee on sick leave review records no unscheduled absences or tardiness due to sick leave in a ~~six~~four (64) month period, they shall be removed automatically from sick leave review. Otherwise, at its discretion, the Court may remove an employee from sick leave review if it appears the attendance issue has been resolved.

If an employee does not provide the medical evidence upon request, the absence will be charged as Unauthorized Leave Without Pay and the employee may be subject to discipline for failure to comply with this section.

TENTATIVE AGREEMENT:

Date: 6/12/2025

 SEIU

Date: 6/12/2025

 ALAMEDA COUNTY SUPERIOR COURT


 Alameda County Superior
 Court Chapter President

MODIFIED COURT PROPOSAL NO. 12 TO SEIU
May 30, 2025

SECTION 11. SICK LEAVE

A. SICK LEAVE DEFINED. As used in this section, "Sick Leave" is an absence from work or leave of absence because of any of the following: (i) illness or injury which renders the employee incapable of performing their work or duties for the Court; (ii) their exposure to contagious disease; and (iii) ~~routine~~ medical or dental appointment of the employee for purposes of preventive care, or the diagnosis, care or treatment of an existing health condition; (iv) for an employee who is a victim of violence or whose family member is a victim of violence for the purposes identified in Government Code section 12945.8 and subject to the requirements of such law; and (v) for family sick leave pursuant to and subject to the limits in paragraph F below.

A-B. EMPLOYEE DEFINED. As used in this section, "Employee" means any person, holding a regular appointment in the Court service, and otherwise subject to the provisions of this Memorandum of Understanding.

B-C. SELF-INFLICTED INJURY EXCLUDED. Absence due to purposefully self-inflicted incapacity or injury is not a basis for granting either sick leave or sick leave with pay.

C-D. SICK LEAVE - DAYS OR FRACTIONS OF DAYS. Paid sick leave may be granted only for those days or fractions thereof on which an employee would have been regularly scheduled to work and would have worked but for the sick leave.

D-E. SICK LEAVE ACCRUAL

1. Accumulation of Sick Leave

- a. ~~For full time employees with a 40 hour work week:~~ Each employee shall accumulate sick leave with pay entitlement at the rate of one-half work day for each full bi-weekly pay period on paid status up to a maximum accumulation of 150 days of unused sick leave with pay entitlement.
- b. ~~For full time employees with a 37.5 hour work week:~~ Each employee shall accumulate sick leave with pay at the rate of one-half work day for each full bi-weekly pay period on paid status up to a maximum accumulation of 150 days of unused sick leave.
- c. ~~For part-time employees with a 40 hour work week base:~~ Each employee who is regularly scheduled to work less than the full time 40 hour work week base shall accrue sick leave pursuant to Section 11(E)(1)(a) above, except that the sick leave accrual shall be prorated each pay period based upon the proportion of the hours worked within a pay period to

the 40 hour work week base up to a maximum accumulation of 150 days of unused sick leave with pay entitlement.

- d. For part-time employees with a 37.5 hour work week base: Each employee who is regularly scheduled to work less than the 37.5 hour work week base shall accrue sick leave pursuant to Section 11(E)(1)(b) above, except that the sick leave accrual shall be prorated each pay period based upon the proportion of the hours worked within a pay period to the 37.5 hour work week base up to maximum accumulation of 150 days of unused sick leave with pay entitlement.

F. RESTORATION OF CUMULATIVE SICK LEAVE BALANCES. An employee laid off due to a reduction in force who has, within three years of the date of layoff, returned to Court service from layoff status shall have the balance of unused cumulative sick leave accrued pursuant to section 11(E) (cumulative sick leave subsection), restored to him/her for use as provided in this section.

G. CONVERSION OF SICK LEAVE TO VACATION. When an employee's sick leave balance accrued pursuant to subsection 11(E). (Cumulative Sick Leave) reaches 150 days, 5 days shall be deducted from said sick leave balance and shall be converted to two (2) days of vacation. Said vacation shall be added to vacation balances accrued pursuant to Section 10(Vacation Leave), and shall thereafter be subject to the provisions of that section.

~~H. MAJOR MEDICAL SUPPLEMENTAL PAID SICK LEAVE:~~

~~1. LIMITS ON DURATION OF MAJOR MEDICAL SUPPLEMENTAL PAID SICK LEAVE:~~

~~a. For employees who, as of June 25, 1979, completed the equivalent of 26 pay periods but less than 130 pay periods, the maximum aggregate lifetime eligibility for major medical supplement paid sick leave shall be as follows:~~

~~i. 22 days for those employed on a full time basis as of 6/25/79:~~

~~ii. 22 days prorated based upon a proportion of the hours worked in the pay period immediately preceding 6/25/79 for those employed on a less than full time basis:~~

~~b. For employees who, as of June 25, 1979, completed the equivalent of 130 pay periods of continuous employment, the maximum aggregate lifetime eligibility for major medical supplemental paid sick leave shall be as follows:~~

~~i. 44 days for those employed on a full time basis as of 6/25/79:~~

~~ii. 44 days prorated based upon a proportion of the hours worked in the pay period immediately preceding 6/25/79 for those employed on a less than full time basis:~~

~~2. CRITERIA WHICH MUST BE MET BEFORE GRANTING MAJOR MEDICAL SUPPLEMENTAL PAID SICK LEAVE:~~ For employees continuously employed before July 1, 1975, who were otherwise granted the one-time non-recurring sick leave bonus made available to such

employees; the Court Executive Officer in their sole discretion, may grant major medical supplemental paid sick leave in the instances in which:

- a. ~~the employee exhausted paid cumulative sick leave entitlement accrued pursuant to subsection 11.E hereof;~~
- b. ~~the employee's absence is caused by a serious injury or illness requiring prolonged absence from work;~~
- c. ~~the work or duties of the employee requesting such paid leave are being performed by others in the employee's work unit and another person has not been hired or assigned to the work unit to perform such duties;~~
- d. ~~the injury or illness was not incurred in the course of employment; AND~~
- e. ~~the employee has not incurred a break in service subsequent to June 24, 1979.~~

3. ~~MAJOR MEDICAL SUPPLEMENTAL PAID SICK LEAVE.~~ The Court Executive Officer's determination to deny major medical supplemental paid sick leave shall be final and non-grievable.

Commented [MR1]: Court proposes to continue to delete this section as outdated but move it to an "archive" to the MOU to address SEIU's concern that retired employees have easy access to this provision, if needed. See proposed archive submitted with this proposal.

H. MEDICAL REPORT. When the Court Executive Officer determines within their discretion that there are indications of excessive use of sick leave or sick leave abuse, they may, consistent with Section 6 of this MOU, require medical evidence of sickness or injury as a condition of granting sick leave with pay. The evidence shall be in the form of a statement from an employee's physician acceptable to the Court.

A diagnosis is not required as medical evidence of sickness or injury unless it is reasonable to believe that the employee's condition may endanger the health or safety of other employees and/or the public.

I. FAMILY SICK LEAVE. Leaves of absence with pay because of sickness, preventive care or injury of an employee's immediate family member, as defined below, shall be granted by the Court Executive Officer or designee for up to (12) twelve days per calendar year for the diagnosis, to care or treatment of an existing health condition of an employee's for an immediate family member, to including the time reasonably necessary to arrange for care of the sick person by others and for medical and dental appointments, provided the employee has available accrued sick leave to cover the absence. Family Sick Leave shall be deducted from the employee's accrued and available sick leave. Part-time employees are entitled to use the applicable prorated amount of accrued and available sick leave, or the amount of sick leave the employee would accrue in 6 months, whichever is greater, for the above-specified reasons to care for an employee's family member, provided the employee has available accrued sick leave to cover the absence. For the purpose of this Subsection, "immediate" "family member" means parent, mother, stepmother, step parent, foster parent, father, stepfather, spouse, husband, wife, domestic partner (as defined in Appendix B), child, son, step child, daughter, stepdaughter, foster parent, foster child, person for whom the

employee is a court appointed guardian or any other person sharing the relationship of in loco parentis; ~~and when living in the household of the employee, a sibling brother, sister, brothersibling-in-law, sister-in-law, motherparent-in-law, father-in-law, grandparents, and grandchildren; or a "designated person" as defined by the law and identified by the employee at the time the employee requests to use paid sick time. An employee may only have one "designated person" per calendar year.~~

(The remaining provisions are unchanged at this time unless proposed changes are made in a separate Court proposal)

TENTATIVE AGREEMENT.

Date:

6/12/2025

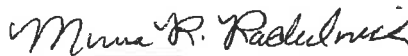
SEIU



Date:

6/12/2025

Alameda County Superior Court



Alameda County Superior
Court Chapter President

COURT MODIFIED PROPOSED ARCHIVE TO MOU

Relating to Modifications to Court Proposal No. 12

June 2, 2025

ARCHIVE

The following provision was included in the Sick Leave section of the MOU, and was most recently found at Section 11, paragraph H of the 2022-2024 MOU. It has been removed from the 2025 – ~~2027~~2026 MOU and is no longer in effect. The provision shall remain in this Archive until December 31, 2026 in order for former employees to reference it if needed, but will be removed by the Court automatically at that time.

H. MAJOR MEDICAL SUPPLEMENTAL PAID SICK LEAVE.

1. LIMITS ON DURATION OF MAJOR MEDICAL SUPPLEMENTAL PAID SICK LEAVE.

- a. For employees who, as of June 25, 1979, completed the equivalent of 26 pay periods but less than 130 pay periods, the maximum aggregate lifetime eligibility for major medical supplemental paid sick leave shall be as follows:
 - i. 22 days for those employed on a full time basis as of 6/25/79.
 - ii. 22 days prorated based upon a proportion of the hours worked in the pay period immediately preceding 6/25/79 for those employed on a less than full time basis.
- b. For employees who, as of June 25, 1979, completed the equivalent of 130 pay periods of continuous employment, the maximum aggregate lifetime eligibility for major medical supplemental paid sick leave shall be as follows:
 - i. 44 days for those employed on a full time basis as of 6/25/79.
 - ii. 44 days prorated based upon a proportion of the hours worked in the pay period immediately preceding 6/25/79 for those employed on a **less than full time** basis.

2. CRITERIA WHICH MUST BE MET BEFORE GRANTING MAJOR MEDICAL SUPPLEMENTAL PAID SICK LEAVE.

For employees continuously employed before July 1, 1975, who were otherwise granted the one-time non-recurring sick leave bonus made available to such employees, the Court Executive Officer in their sole discretion, may grant major medical supplemental paid sick leave in the instances in which:

- a. the employee exhausted paid cumulative sick leave entitlement accrued pursuant to subsection 11.E hereof,
- b. the employee's absence is caused by a serious injury or illness requiring prolonged absence from work,
- c. the work or duties of the employee requesting such paid leave are being performed by others in the employee's work unit and another person has not been hired or assigned to the work unit to perform such duties,


- d. the injury or illness was not incurred in the course of employment, AND
 - e. the employee has not incurred a break in service subsequent to June 24, 1979.
3. **MAJOR MEDICAL SUPPLEMENTAL PAID SICK LEAVE.** The Court Executive Officer's determination to deny major medical supplemental paid sick leave shall be final and non-grievable.

Tentative Agreement:

Date: 6/12/2025

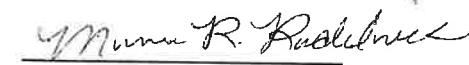


SEIU



SEIU Alameda County Superior
Court Chapter President

Date: 5/12/2025



Alameda County Superior Court

COURT MODIFIED PROPOSAL TO SEIU
June 12, 2025

Section 39 ("Me-Too") is revised to state as follows:

Section 39. "Me Too" Provision


If, during the term of this MOU, the Court and ACMEA reach a signed agreement that results in an across the board Cost of Living Adjustment ("COLA") in excess of 3% for all classifications in the bargaining unit that is paid during the term of this MOU, the Court will grant that Cost of Living Adjustment to the SEIU-represented classifications under this MOU (meaning the amount above the 3% wage increase provided under this MOU). For purposes of this agreement, any "triggered" COLAs awarded to ACMEA during the term of this MOU (i.e., a COLA that is only given to ACMEA if certain preexisting budget conditions are met) that are identical to "triggered" COLAs or wage increases awarded to SEIU under this MOU shall not stack, i.e., shall not result in additional COLAs or wage increases for SEIU represented classifications under this MOU. For example, if ACMEA agrees to an additional 0.5% COLA for every net increase of \$1M of ongoing and unrestricted allocation, in the Court's General Ledger (GL) 812110 (Trial Court Trust Fund operations), above the Court's ongoing and unrestricted allocation that the Court receives from the State for a particular fiscal year, and the COLA is triggered, the SEIU-represented classifications shall not get both the 0.5% triggered wage increase agreed to in this MOU (Section 17 D) and an additional 0.5% COLA as a result of the ACMEA MOU.

The Court and SEIU agree that if the California Executive Branch (including the Department of Finance), California Legislature, or Judicial Council of California appropriate or allocate funds to the Court that can only be used to provide payments, COLAs, or other type of pay to specific bargaining unit(s) that includes the ACMEA-represented bargaining unit, or to specific classification(s) within the Court represented by ACMEA, those payments, shall not trigger the "Me Too" provision in this MOU. The parties further agree that increases in base wages to anything less than the full array of classifications represented by ACMEA—whether designated as a COLA or not—shall not trigger the "Me Too" provision in this MOU.


This provision shall sunset on December 31, 2026 unless the Court and SEIU agree in writing to extend its terms.

TENTATIVE AGREEMENT:

Date: 6/12/2025

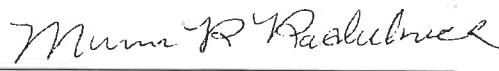


SEIU



SEIU Alameda County Superior
Court Chapter President

Date: 6/12/2025



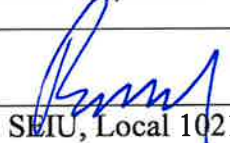
Alameda County Superior Court

SIDE LETTER AGREEMENT RELATING TO AUGUST 30, 2024 FURLOUGH SIDE
LETTER AGREEMENT BETWEEN THE SUPERIOR COURT OF CALIFORNIA, COUNTY
OF ALAMEDA, SEIU LOCAL 1021 AND ALAMEDA COUNTY OFFICIAL COURT
REPORTERS ASSOCIATION

The Superior Court of California, County of Alameda ("Court"), Service Employees International Union, Local 1021 ("SEIU" or "Union"), and Alameda County Official Court Reporters Association ("ACOCRA") agree that the parties have complied with their respective obligations under the August 30, 2024 furlough side letter agreement, including but not limited to any bargaining obligations, and the furlough side letter agreement has sunsetted.

Notwithstanding the preceding statements, with respect to SEIU's March 11, 2025 grievance alleging the Court failed to "re-pay Furlough days" to retirees, SEIU and the Court preserve their respective positions, including but not limited to the Court's position that SEIU has no standing to represent the retirees and the matter is not substantively grievable and/or arbitrable and SEIU's position that the recent retirees that were furloughed should be made whole in line with other employees.

Date: June 12, 2025


SEIU, Local 1021

Date: June 12, 2025

Digitally signed by Chad
Finke
Date: 2025.06.12
15:33:16 -07'00'
Chad Finke
Alameda County Superior Court



Alameda County Superior
Court Chapter President