

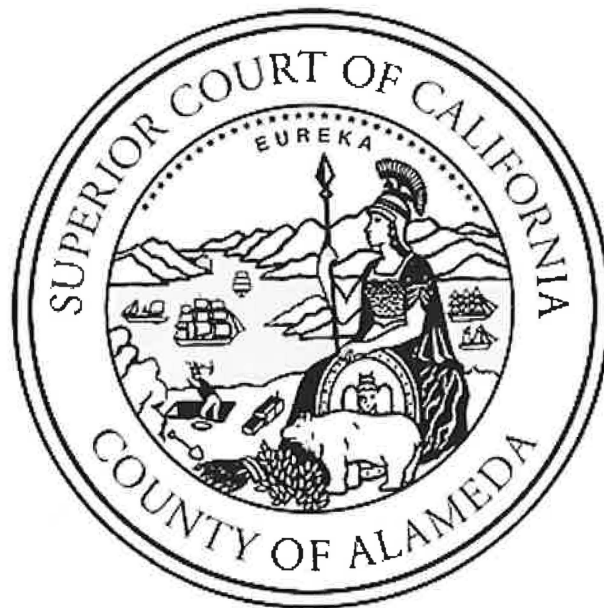
**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA**

**AND**

**SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 1021**



**June 17, 2025 – December 31, 2026**

**2025-2026 MEMORANDUM OF UNDERSTANDING**  
**Superior Court of California, County of Alameda and**  
**Service Employees International Union, Local 1021**

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**2025-2026 Memorandum of Understanding between  
Superior Court of California, County of Alameda and  
Service Employees International Union, Local 1021**

**THIS MEMORANDUM OF UNDERSTANDING ("MOU")** is entered into by the Superior Court of California, County of Alameda, ("Court"), and Local 1021 of the Service Employees International Union ("Union"), as a recommendation of those conditions of employment which are to be in effect from June 17, 2025 to and including December 31, 2026, for those employees working in representation units referred to in Section 1 of this MOU.

The Court and the Union agree to meet and confer in good faith to exchange freely information, opinions, and proposals, and to endeavor to reach agreement on matters within the scope of representation as defined in Section 71634 of the California Government Code.

"Court", as used herein, shall mean the Court Executive Officer, or the designee of the Court Executive Officer.

**MUTUAL RESPECT.** The Court and the Union agree that all employees regardless of position, profession, or rank will treat each other with courtesy, dignity, and respect. The foregoing principles shall also apply in providing services to the public.

**DIGNITY IN THE WORKPLACE.** The Court and the Union jointly recognize the importance of all Court employees treating each other with respect and dignity. To demonstrate its commitment to this principle, the Court will provide training on this subject to all employees. Verbal abuse, threats, or harassment by any employee, regardless of bargaining unit or unrepresented status, may subject that employee to progressive discipline.

**SECTION 1. RECOGNITION**

- A. The Court recognizes the Union as the exclusive bargaining representative for the employees in classifications in Bargaining Unit 057 and Bargaining Unit 058, full-time and part-time, as listed in Appendix A of this MOU.
- B. Notwithstanding Section 1(A) above, the following employees shall not be eligible for representation by the Union:
  - 1. All present and future positions assigned to the Executive Office of the Court.
  - 2. All present and future positions assigned to the Human Resources Division of the Court.
  - 3. All present and future positions assigned to provide administrative and/or secretarial assistance to the Finance Director of the Court.
  - 4. All present and future Principal Analyst, Associate Analyst, and Management Analyst positions assigned to the Budget Unit of the Finance Division of the Court.

The employee's earnings must be sufficient after other legal and required deductions are made to cover the amount of the dues checkoff authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions (including health care deductions) have priority over union dues.

3. Deductions in effect as of December 31, 2021 will remain in effect unless modified or revoked pursuant to this section. The Court shall begin deductions in the amount prescribed by the Union in the next full payroll period after receipt of written Certification from the Union. The Court shall transmit such payments to the Union no later than thirty (30) days after the deduction from the member's earnings occurs.
4. Member requests to change or cancel deductions must be made to the Union and not to the Court. The Court shall not resolve disputes between the Union and represented employees concerning Union Membership or deductions. The Court shall direct member requests to cancel or change deductions to the Union and shall rely on information provided by the Union regarding whether deductions for a member were properly canceled or changed.
5. Each pay period, the Court shall provide the Union with a list of newly hired unit members.
6. The Court shall promptly notify the Union of any third-party requests for contact information about bargaining unit employees.
7. **HOLD HARMLESS.** The Union shall indemnify and hold the Court, its officers and employees, harmless from any and all claims, demands, suits, or any other action arising from the Dues Deduction provisions herein. The Court shall not be required to pay from its own funds, Union dues, or other contributions, which the employee was obligated to pay, but failed to pay, unless the Court intentionally fails to make authorized deductions after having been advised in writing by the Union of its failure to make the authorized deduction in the prior month.
8. **WAIVER OF ELECTION FOR NEWLY REPRESENTED EMPLOYEES AND NEW REPRESENTATION UNITS.** The accretion of classifications and/or employees to the representation units set forth in Section 1 of this MOU shall not require an election herein for the application of this Agency Shop provision to such classifications and/or employees. The recognition of newly-established bargaining units and the inclusion of same within Section 1 of this MOU shall also not require an election herein for the application of this Dues Deduction provision to such units.

#### **SECTION 4. UNION BULLETIN BOARDS, MEETINGS, AND ACCESS TO EMPLOYEES**

- A. **BULLETIN BOARDS.** Reasonable space shall be allowed on bulletin boards as specified by the Court Executive Officer for use by employees and Union to communicate with employees. Material shall be posted upon the bulletin board space as designated, and not upon walls, doors, file cabinets or any other place. Posted material shall not be obscene, defamatory, or of a partisan political nature, nor shall it pertain to public issues which do not involve the Court or its relations with Court employees. All posted material shall bear the identity of the sponsor, shall be neatly displayed, and shall be

Reference checks shall not be made available. The employee or representative must give the Human Resources Division twenty-four (24) hours advance notice to comply with this request.

**2. Removal of Records of Discipline.** Letters of reprimand or warning, excluding letters pertaining to sexual harassment and workplace violence, will be removed from an employee's personnel record three years after the date of the letter upon written request by the employee to the Court Executive Officer provided that the Court has not initiated any subsequent corrective action of the employee.

**F. DATA TO UNION.** The Court shall, upon request, supply the Union with reports of the names, home and office addresses, and Court classifications of all employees in represented units, within a reasonable period of time. Such service shall be supplied at no more than the cost to the Court.

## **SECTION 5. SHOP STEWARDS**

**A. PURPOSE.** The Court recognizes the need and affirms the right of the Union to designate shop stewards from among employees in the unit. It is agreed that the Union in appointing such shop stewards does so for the purpose of promoting an effective relationship between supervisors and employees by helping to settle problems at the lowest level of supervision.

**B. ROLES OF STEWARD AND SUPERVISOR.** The shop steward recognizes that the supervisor is the key person in the agency/department and, as such, is responsible to higher management for the quality and quantity of work. As the supervisor is the key person for management, the shop steward is the key person for the Union. They must promote and maintain good morale and friendly relations and must be willing to meet in good faith to settle grievances as they arise, exercising a positive approach. There must be mutual respect on both sides in these relations. The shop steward understands that their stewardship function does not relieve him/her from conforming to all rules of conduct and standards of performance established by law, regulation, Court policy and/or MOU.

**C. SELECTION OF STEWARDS.** The number of stewards shall be mutually agreed upon, but the Union reserves the right to designate the method of selection of shop stewards. The Union shall notify the Court Executive Officer in writing of the names of the stewards and the units they represent. If a change in stewards is made, the Court Executive Officer shall be advised in writing of the steward being replaced and the steward named to take their place.

**D. DUTIES AND RESPONSIBILITIES OF STEWARDS.** The following functions are understood to constitute the complete duties and responsibilities of shop stewards.

### **1. Duties and Time Limits**

- a. **SHOP STEWARDS WORKING FULL TIME.** After obtaining supervisory permission, shop stewards employed full-time will be permitted to leave their regular work area during on-duty time not to exceed eight hours per pay period in order to assist in investigation of facts and assist in presentation of a grievance.
- b. **SHOP STEWARDS WORKING LESS THAN FULL TIME.** After obtaining supervisory permission, shop stewards employed two-fifths time or more, but less than full time,

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

**A. WORK SCHEDULE AND CHANGE OF SHIFT.** The Court Executive Officer or designee shall prepare a schedule showing the hours each employee and appointive officer of the Court is to work. Except under unforeseeable circumstances, the Court shall make every reasonable effort to assure that no employee shall have more than one change of shift in a work week and that the employee shall be off duty no less than 12 hours prior to working the new shift.

**B. WORK DAY AND WORK WEEK.**

1. The normal business work day for the Court shall be from 8:00 a.m. until 6:00 p.m.
2. For each full-time employee who works 7.5 hours per day, the normal work week shall be 37.5 hours.
3. For each full-time employee who works 8 hours per day, the normal work week shall be 40 hours.
4. For each part-time employee, the work day and/or work week will be determined by the Court Executive Officer or designee. The work day and/or work week will be a proration of time scheduled to work to the normal 37.5 or 40 hour work week base for the employee's classification enumerated in Appendix A.
5. For part-time employees, the "work week base," as used herein, shall mean an amount of hours in a work week which are equivalent to the full time hours listed for the classifications enumerated in Appendix A.
6. For work occurring after 5:00 p.m., the Court shall first solicit volunteers. If there are insufficient volunteers, the Court may assign the work in order of reverse seniority among staff qualified to perform the work.
7. Upon request of the Union, the Court agrees to meet and work to mutually address specified security concerns for employees working when no security staff are on duty.

**C. HOURS OF WORK DEFINED.** For all nonsupervisory or nonprofessional employees, hours worked shall include all time not under the control of the employee whether such hours are worked in the Court's work place, or in some other place where the employee is carrying out the duties of the Court.

**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

If a supervisor has not provided a timely response to a leave request, the employee may escalate the request to the next level of manager in their chain of command.

- b. Cancellation of Leave Request.** Employees may cancel a leave request prior to its approval. An employee may request to cancel an approved leave request, but the cancellation must also be approved either orally or in writing, and if orally, followed up in writing. In addition, the cancellation must be made prior to the scheduled leave and as far in advance as possible. Supervisors have discretion to deny a request to cancel previously approved leave where permitting the cancellation would have a significant negative impact on the business of the Court, including, but not limited to, when alternative coverage has already been secured in reliance upon the preapproved absence and cannot be cancelled without incurring a financial penalty.
  - c. Vacation, Floating Holiday, and Compensatory Time Use.** In accordance with POPR Sections 11.5.3 and 11.5.4, employees shall request vacation leave and use of compensatory time as far in advance as possible. Approval is subject to Court operational needs.
- 5. AUTHORIZED SICK LEAVE.** Authorized sick leave is leave that meets the requirements of this section with respect to (a) proper notice, and (b) compliance with sick leave review, where applicable, as detailed below.

- 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 one-hour increments, based on the length of that employee's workday. If an employee becomes ill during the workday and is approved to

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.

such period of work. Such rest periods for courtroom personnel shall be scheduled at the discretion of the Judge/Commissioner.

## **SECTION 7. OVERTIME**

**A. OVERTIME WORK DEFINED.** Overtime work shall be defined, as in the federal Fair Labor Standards Act (FLSA), as all work performed in a work week in excess of the normal full-time hours worked in that work week for the job classification. As per the FLSA, paid time off is not considered “hours worked” and therefore shall not count toward the accumulation of the workweek for purposes of entitlement to overtime. However, holidays worked and holidays which fall on an employee’s regularly scheduled workday shall be counted as “hours worked” for purposes of calculating overtime.

**B. OVERTIME AUTHORIZATION.** Work for the Court by an employee at times other than those scheduled pursuant to Section 6(A) shall be approved in advance, in writing, by the Court Executive Officer, or in cases of unanticipated emergency, shall be approved by the Court Executive Officer after such emergency work is performed. No employee shall perform overtime work unless such overtime work has been approved by the Court Executive Officer or designee.

EXCEPTION: Pre-approval is not required and overtime shall be approved for an employee assigned to work in the courtroom and whose work hours exceed his or her normal work week because the bench officer kept the court in session either during the employee’s normal meal break or at the conclusion of the employee’s work day.

### **C. RATES DEFINED.**

1. For the purposes of this section, the hourly rate shall be defined as follows:

- a. For employees working a 37.5-hour work week or 37.5-hour work week base, the hourly rate shall be the biweekly rate divided by 75.
- b. For employees working a 40-hour work week, or 40-hour work week base, the hourly rate shall be the biweekly rate divided by 80.
- c. For employees working on an hourly rate basis, the hourly rate is reflected in the Court’s published salary schedule.

2. For purposes of this section, the FLSA regular rate shall be defined as follows: An employee’s regular rate shall include in addition to their hourly rate as defined in C (1) any applicable footnote and any applicable premium payment pursuant to Section 12 and Section 13(B) of this MOU.

**D. OVERTIME PAYMENT.** Employees shall be compensated for overtime work either in cash or in compensatory time at the option of the Court Executive Officer as follows and consistent with subsection F:

1. For classifications with a 37.5-hour work week or a 37.5-hour work week base employees shall be compensated at time and one-half for all time worked in excess of 37.5 hours worked in a work week.

one year prior to the date such absence begins, he/she shall be entitled to receive paid military leave as follows:

1. Paid military leave which may be granted during a fiscal year is limited to an aggregate of 30 calendar days during ordered military leave, including weekend days and travel time.
2. During the period specified in 8(B)(1) above, the employee shall be entitled to receive pay only for those days or fractions of days which the employee would have been scheduled to work and would have worked but for the military leave.
3. The rate of pay shall be the same rate the employee would have received for shifts he/she would have been scheduled to work or scheduled for paid holiday leave, had he/she not been on military leave.
4. In no event shall an employee be paid for time he/she would not have been scheduled to work during said military leave.

**C. TEMPORARY APPOINTMENT DUE TO MILITARY LEAVE.** The Court Executive Officer may grant an employee a leave of absence without pay from their position to permit the employee to temporarily fill a position that is vacant as the result of another employee's military leave of absence.

**D. EDUCATIONAL LEAVE.** A leave of absence without pay may be granted by the Court Executive Officer upon the request of the employee seeking leave for the purpose of education, but such leave shall not exceed a period of one year. Such a leave is unlikely to be granted unless the requesting employee has exhausted all applicable accrued leave, including vacation, floating holidays, paid leave, compensatory time, and prepaid vacation buy.

**E. LEAVE FOR JURY DUTY OR IN ANSWER TO A SUBPOENA.** Sufficient paid leave shall be granted to an employee for travel between the work place and the Court while serving on jury duty or in answer to a subpoena as a witness. Compensation for any employee regularly scheduled to work less than the normal work week for the job classification shall be prorated within a pay period in which leave is granted, based upon a proportion of the hours which would have been worked during that pay period but for the leave to the normal full-time pay period for the job classification.

Any jury or witness fee awarded to such person, less reimbursement for mileage, shall be deposited with the Finance and Facilities Division. Any person assigned an afternoon or evening shift shall be entitled to equal time off as leave with pay from their next regularly scheduled shift for all time spent serving on jury duty, or answering a subpoena as a witness and for traveling to and from court.

When an employee is excused from jury duty or from answering a subpoena as a witness in time to report for at least one-half their regularly scheduled shift, the employee shall report to work and their jury duty pay under this section shall be reduced accordingly. If the employee fails to report as set forth herein, he/she shall be docked for the balance of the day.

**F. PARENTAL LEAVE.**

1. **Definition.** Parental leave is an unpaid absence from an employee's class and position, granted an employee to care for their newborn child or newly adopted child.

**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.

**H. LEAVE FOR PARTICIPATING IN EXAMINATION PROCESS.** Upon 48 hours advance notice by the employee to their supervisor, an employee shall be granted paid leave while participating in a Superior Court of Alameda County examination, which is scheduled during the employee's working hours. Sufficient paid leave shall be granted to permit the employee to travel between the work place and the testing site. Examinations for jurisdictions other than the Superior Court of Alameda County are exempted from this provision.

**I. LEAVE FOR PARTICIPATING IN THE SELECTION OR TRANSFER PROCESS.** Upon 24 hours advance notice by the employee to their supervisor, an employee who has received an invitation for a Superior Court of Alameda County interview or an employee who must be interviewed as part of an interdepartmental transfer shall be granted paid leave while participating in the interview scheduled during the employee's work hours. Sufficient paid leave shall be granted to permit the employee to travel between the work place and the site of the interview. With prior notice to the employee, the Court Executive Officer may require written verification of an interdepartmental transfer interview. Interviews for jurisdictions other than the Superior Court of Alameda County are exempted from this provision.

**J. LEAVE FOR EMPLOYMENT WITH THE UNION.** Upon written certification from the Union and the agreement of the Court Executive Officer, up to two employees at any one time who are subject to this MOU shall be granted a leave of absence without pay for a period of up to six months in a calendar year to work for Local 1021. At the end of such leave the employee shall be returned to their same classification in the Court.

## **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

Juneteenth

Martin Luther King Jr.'s Birthday

Labor Day

notice to the Court, elect to use accrued vacation and/or compensatory time off to replace a decrease experienced in the employee's regular biweekly salary due to a prorated holiday.

- b. Employees shall be compensated for hours worked on holidays defined herein at one and one-half times the normal hourly rate.

**F. ELIGIBILITY FOR HOLIDAY PAY.** To be eligible for holiday pay, except for a floating holiday, an employee must be on paid status on the employee's scheduled work day before and the employee's scheduled work day after the holiday.

**G. EXEMPT WORK SITUATIONS.** Time spent in study courses, seminars and meetings of professional groups is exempt from the provisions of this section.

## **SECTION 10. VACATION LEAVE**

### **A. VACATION ACCRUAL (Effective through December 31, 2022)**

1. **Accrual Schedule.** Each person in the service of the Court shall accrue vacation leave according to the following schedule. An employee who is regularly scheduled to work less than the normal work week for the job classification shall accrue vacation leave according to the following schedules, except that the vacation accrual entitlement shall be prorated each pay period based upon a proration of the hours worked within that pay period to the normal full-time pay period for the job classification. Vacation pay shall be granted only for those days or fractions thereof on which employees would have been regularly scheduled to work and would have worked but for the vacation period.
  - a. Two Weeks Accrual - .385 working days for each biweekly pay period on paid status until completion of 104 biweekly pay periods (4 years) of continuous employment up to a maximum accrual of 20 days.
  - b. Three Weeks Accrual - .577 working days for each biweekly pay period on paid status after completion of 104 biweekly pay periods (4 years) of continuous employment and until completion of 286 biweekly pay periods (11 years) of continuous employment up to a maximum accrual of 30 days.
  - c. Four Weeks Accrual - .769 working days for each biweekly pay period on paid status after completion of 286 biweekly pay periods (11 years) of continuous employment and until completion of 520 biweekly pay periods, (20 years) of continuous employment up to a maximum accrual of 40 days.
  - d. Five Weeks Accrual - .962 working days for each biweekly pay period on paid status after completion of 520 biweekly pay periods (20 years) of continuous employment up to a maximum accrual of 50 days.
2. **Cash Payment in Lieu of Vacation Leave.** An employee who leaves Court service for any reason shall be paid at the biweekly or hourly rate for each classification as set forth in the Court's published salary schedule, for unused vacation accrued to the date of their separation provided

2. **Cash Payment in Lieu of Vacation Leave.** An employee who leaves Court service for any reason shall be paid at the biweekly or hourly rate for each classification as set forth in the Court's published salary schedule, for unused vacation accrued to the date of their separation provided that such entitlement shall not exceed the employee's applicable maximum accrual as set forth in Subsection 10(A).

Employees shall have the primary responsibility to schedule and take sufficient vacation leave to reduce their accrued vacation leave balances to levels that permit further vacation accrual. The Court Executive Officer or designee shall make every effort to accommodate written vacation leave requests submitted by employees which state that the purpose of such request is to reduce accrued vacation leave balances to a level which will permit further vacation accrual.

- B. **DATE WHEN VACATION CREDIT STARTS.** Vacation credit begins on the first day of employment.
- C. **EFFECT OF LEAVE WITHOUT PAY ON VACATION ACCRUAL.** Vacation is not earned while an employee is absent on leave without pay.
- D. **EFFECT OF ABSENCE ON CONTINUOUS SERVICE.** The following types of absences shall not be considered an interruption of continuous service for the purpose of this section:
  - absence on authorized leave with or without pay,
  - time during which a person is laid off because their services are not needed, and
  - time during which a person is temporarily not employed by the Court, if followed by reemployment within three years in the case of persons reemployed on or after July 1, 1975, or if followed by reemployment within one year in the case of persons reemployed prior to July 1, 1975.

However, the period of time such employee is absent on authorized leave without pay or so laid off or so temporarily not employed shall not be counted in computing such years of continuous employment for the purpose of this section. Exception: persons who reemployed prior to July 1, 1975, after one year and within three years from the date such break in service commenced shall, after completing ten years of uninterrupted service following such reemployment, receive credit for all prior service in determining eligibility for vacation entitlement at the rate of .769 working days for each biweekly period.

- E. **WHEN VACATION LEAVE MAY BE TAKEN.** Paid 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 vacation leave.
  1. **Vacation Seniority.** An employee's seniority for purposes of scheduling vacation is based upon total Court and County service among those in the same classification within a vacation scheduling unit. If an employee changes their scheduling unit and/or classification, total Court and County seniority by classification would apply within the new scheduling unit. Promotion within a flexibly staffed position for purposes of vacation seniority will not be considered a change in classification.
  2. **For Full-Time Employees.** Except as provided in Section 10(E)(4), vacation shall be scheduled by mutual agreement of the employee and their supervisor. In the event of conflicting requests from employees, the matter shall be decided in favor of the employee having the longest Court/County

- G. RATE OF VACATION PAY.** Compensation during vacation shall be at the same rate of pay that an employee would have been entitled to receive, including premium pay, if in active service during the vacation period.
- H. VACATION PURCHASE PLAN.** All full-time employees subject to this MOU may elect to purchase one or two additional weeks of vacation above their regular entitlement as set forth in Section 10(A). The additional vacation may be purchased in the following manner: During Benefits Open Enrollment of any year, eligible employees may elect to purchase one or two weeks of additional vacation over and above their regular entitlement. The additional vacation, once purchased, may be taken with the employee's regular vacation entitlement.
1. If an employee has exhausted vacation balances accrued pursuant to Section 10(A), then purchased vacation may be utilized for Personal Leave granted under Section 10(F).
  2. For purposes of cash payment of vacation leave, purchased vacation time shall be treated the same as accrued vacation time and shall be subject to the cash payment limitations of Section 10(A).
  3. Employees cannot purchase additional vacation if their purchased vacation balance during Open Enrollment exceeds five days.
  4. Employees who change status from eligible status to purchase vacation to a non-eligible status will be paid for any purchased vacation balance.
- I. VACATION TRANSFER BETWEEN COURT EMPLOYEES.** Married couples or domestic partners who are employed by the Court may elect to transfer up to five days of their accrued vacation leave balances to their spouse or domestic partner (as defined in Appendix B) per each event of maternity, paternity and adoption.
- J. VACATION SELLBACK.** Full-time employees may elect to receive equivalent cash payment for up to five vacation days during each fiscal year. Employees who are regularly scheduled to work less than full time may elect to receive a pro-rated share of the equivalent cash payment based upon a proration of the scheduled work hours per week to the normal full-time work week for the classification.

## **SECTION 11. SICK LEAVE**

- A. SICK LEAVE DEFINED.** As used in this section, "Sick Leave" is a 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) 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 I below.

to vacation balances accrued pursuant to Section 10(Vacation Leave), and shall thereafter be subject to the provisions of that section.

- H. RESERVED.** *[Former Section 11(H), "Major Medical Supplemental Paid Sick Leave," has moved to the Archive effective June 17, 2025.]*
- I. 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.
- J. FAMILY SICK LEAVE.** Leaves of absence with pay because of sickness, preventive care or injury of an employee's 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, care, or treatment of an existing health condition of an employee's family member, 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, "family member" means parent, step parent, foster parent, spouse, domestic partner (as defined in Appendix B), child, stepchild, foster child, person for whom the employee is a court appointed guardian or any other person sharing the relationship of in loco parentis; a sibling, sibling-in-law, parent-in-law, grandparents, 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.

- K. INDUSTRIAL SICK LEAVE SUPPLEMENT ("WORKERS' COMPENSATION").** If an employee is incapacitated by sickness or injury received in the course of their employment by the Court, the employee shall be entitled to pay as follows:

**1. Amount and Duration of Payment.**

- a. Full-time employees** shall be entitled to receive supplemental industrial sick leave with pay commencing with the fourth calendar day of the incapacity. The supplement shall be equal to the difference between 80% of their normal salary and the amount of any Workers' Compensation temporary disability payments to which they are entitled during such incapacity. This period shall not exceed one calendar year from the date of sickness or injury resulting in the incapacity. Following one calendar year,

at 100% of their regularly scheduled biweekly hours immediately preceding an industrial illness or injury.

4. **Leave for Medical Treatment.** Injured or ill employees shall be compensated for time lost to attend an initial medical evaluation for an industrial injury, whether this occurs on the date of injury or a later date. The employee is required to complete and file a Workers' Compensation Claim Form (DWC1) with Human Resources to receive the compensation.

Employees with an approved Workers' Compensation claim who have returned to work and whose physician recommends therapy, diagnostic tests or treatment due to an industrial injury/illness shall receive Industrial Leave with pay under the following conditions for all claims:

- a. Treatments are authorized under Workers' Compensation;
- b. The therapy, diagnostic test, or treatment falls within the employee's normal working hours;
- c. The leave applies only to the actual treatment time and reasonable travel time to and from work. Reasonable travel time shall not exceed 30 minutes. Such leave shall be granted for up twelve (12) months following the date of the injury or until an employee has been declared permanent and stationary, whichever occurs first. In no event shall leave under this subsection and the employee's actual work time exceed the employee's normally scheduled workday.
- d. Employees are eligible for Leave for Medical Treatment to attend a maximum of two therapy appointments, diagnostic tests, or treatment visits per week as authorized under Workers Compensation.

Effective January 1, 2019, an employee whose injury has reached the permanent and stationary or maximal medical improvement level or whose approved Workers' Compensation claim has been settled or stipulated (with or without future medical benefits) is not eligible for Leave for Medical Treatment.

**L. MAINTAINING SICK LEAVE BALANCE WHILE ON PROTECTED LEAVE OR ACCOMMODATION.**

Employees who are on FMLA/CFRA Leave or who are on a leave of absence for an accommodation, shall be required to use their sick leave above ten days (i.e., an employee may maintain a bank of sick leave up to ten days of sick leave while on LWOP) prior to being placed in LWOP status.

**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 \$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 \$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

- 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 (see subsection 13(A)4. above). 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 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.

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

## **SECTION 14. REPORTING PAY**

If an employee is scheduled or directed to report for work and so reports and is told by the Court that their services are not required, he/she will be entitled to two hours pay at the straight time rate. If such employee is sent home through no fault of their own before completion of a shift, such employee will be entitled to a minimum of four hours of pay at the straight time rate, or straight time pay for hours actually worked, whichever is greater.

## **SECTION 15. HEALTH, DENTAL, AND VISION PLANS**

### **A. HEALTH PLANS**

1. **Health Plan Premiums for Full-Time Employees.** The Court will provide at least two health plan options. One of the plans will be Kaiser HMO unless doing so is no longer possible, in which case the Court will comply with the requirements of this section. The Court will pay 100% of the premium for Kaiser HMO health insurance plan at the employee's chosen enrollment level and the equivalent amount towards other plans (percentage is prorated for part-time employees). The Court shall meet and confer with the bargaining unit if it considers changing medical providers.

The Court contribution toward the provider's premium shall be the full-time contribution provided that the employee is on full-time paid status. If the employee is on paid status on less than a full-time basis, the Court contribution shall be as specified in 15.A.2.

2. **Health Plan Premiums for Part-Time Employees.** Any employee who is regularly scheduled to work less than the normal workweek for the job classification shall be entitled to elect coverage under either the comprehensive group health plan by a health maintenance organization or one of the indemnity options as provided in Section 15.A.1. for full-time employees; provided, however, that the employee is on paid status at least 50% of the normal full-time workweek for the job classification.

substitute benefit, but if a substitute benefit is not possible, as determined by the Court, the parties will meet and confer regarding the effect of such benefit changes.

- i. An indemnity dental plan – Delta Premier.
- ii. A pre-paid, closed-panel dental plan – DeltaCare USA.

Married Court employees (and domestic partners as defined in Appendix B), both employed by the Court, shall be entitled to one of the following coverages:

- One full family plan, or
- One employee-only coverage.

## **2. Dental Plan Coverage for Less Than Full-Time Employees**

- a. **Premiums.** The Court shall contribute the full cost of the premium for a dental plan for less than full-time employees and their eligible dependents, provided, however, that the employee is on paid status at least 50% of the normal full-time work week for the job classification.
- b. The dental plan for less than full-time employees shall provide the same benefit coverage as in effect for full-time employees. To participate, an employee working in a classification normally subject to a 40-hour workweek must be on paid status at least 40 hours in each biweekly pay period, and an employee working in a classification normally subject to a 37.5-hour work week must be on paid status at least 37.5 hours in each biweekly pay period.

## **3. Effect of Authorized Leave Without Pay.** An employee who is granted a leave of absence without pay, whose dental plan coverage has lapsed and who returns to work on paid status of at least half-time hours per pay period shall retain dental plan eligibility as further provided:

- a. **Full-time employees whose dental plan coverage lapsed for a duration of three months or less,** will be re-enrolled in the dental plan as a continuing member with respect to the application of deductibles, maximums and waiting periods. Coverage will begin according to guidelines established by the Court.

**Full-time employees whose dental plan coverage lapsed for a duration greater than three months** will be re-enrolled on the first day of the month following their return to work in the same manner as is allowed for new hires with respect to the application of deductibles, maximums and waiting periods.

- b. **Part-time employees regularly scheduled to work 50% time or more per pay period whose dental plan coverage lapsed for a duration of three months or less,** who return to work and work 50% time or more per pay period, will be re-enrolled as a continuing member in the dental plan with respect to the application of deductibles, maximums and waiting periods. Coverage will begin according to guidelines established by the Court.

**Part-time employees regularly scheduled to work 50% time or more per pay period, whose dental plan coverage lapsed for a duration greater than three months** will be re-enrolled on the first day of the month following their return to work in the same manner as allowed for regularly scheduled part-time new hires with respect to the application of deductibles, maximums and waiting periods.

3. the employee is not found guilty of a violation of the California Vehicle Code or Penal Code in connection with the accident causing the damage.

The employee shall submit proof of loss, damage or theft (i.e., appropriate police report and/or estimated statement of loss) to the Court Executive Officer within 30 days of such loss, damage or theft. The compensation shall not exceed \$500.

## **SECTION 17. WAGES AND OTHER COMPENSATION**

- A. 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 \$2,500 (two thousand five hundred dollars), subject to applicable tax withholdings. The stipend will be paid in the same manner as the furlough repayment stipend.
- B. Effective in the first full pay period following ratification, all employees in the bargaining unit who remain employed on the payment date shall receive a three percent (3%) negotiated wage increase to their base wages.
- 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 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 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 (½%) 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.

- 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

Understanding, provided that the enjoyment of such right is not made subject to the discretion of the Court; and, provided further, that the condition of employment which is the subject matter of the grievance is a matter within the scope of representation as defined in Section 71634 of the California Government Code.

**B. EXCLUSIVE OF COURT RULES.** The grievance procedure herein established shall have no application to matters over which the Court rules apply. An allegation that the Court has failed to comply with its Personnel Organization, Policies and Rules, shall be subject to the grievance procedure found therein.

**C. REVIEW AND ADJUSTMENT OF GRIEVANCES.** The following is the procedure to be followed in the resolution of grievances for full-time employees. For less than full time employees, the procedure shall be the same as herein except that the time limits for filing written grievances, appeals and responses shall be ten (10) calendar days.

1. An employee having a grievance shall first discuss it with his/her supervisor, and endeavor to work out a satisfactory solution in an informal manner with such supervisor.
2. If a satisfactory solution is not accomplished by informal discussion, the employee shall have the right to consult with, and be assisted by, a representative of his/her own choice in this and all succeeding steps of this subsection C. and may thereafter file a grievance in writing with his/her second-level supervisor within seven (7) working days of such informal discussion with the immediate supervisor. Within seven (7) working days of receipt of any written grievance, the second-level supervisor shall return a copy of the written grievance to the employee with his/her answer thereto in writing. If the grievance is not resolved at this level, the employee shall have seven (7) working days from receipt of the answer within which to file a written appeal with the Director designated by the Court Executive Officer to hear the particular appeal.
3. The designated Director shall have thirty (30) working days after receipt of the written appeal in which to review and answer the grievance in writing. If the grievance is not resolved at this level, the employee shall have fifteen (15) working days from receipt of the answer within which to request that the grievance be submitted for binding arbitration.

The request for binding arbitration must be in writing to the Court Executive Officer. An arbitrator will be selected by mutual agreement between the Court and the employee or his/her representative. If the Court and the employee or his/her representative are unable to agree on the selection of an arbitrator, they will jointly request the California State Mediation Service, the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a list of five qualified arbitrators. The Court and the employee or his/her representative shall then alternately strike names from the list—with the first strike determined by chance—until only one name remains, and that person shall serve as arbitrator. The employee and his/her representative shall have the right to be present at and to participate in the arbitration hearing. The cost of employing the arbitrator (and reporter, if any, if requested by the parties) shall be borne equally by the parties to the arbitration. All other costs such as (but not limited to) attorneys' fees and witness fees shall be borne only by the party incurring that cost.

The decision of the arbitrator is final. If requested by either party, the decision shall be accompanied by findings of fact or conclusions of law.

## SECTION 20. DISABILITY INSURANCE BENEFITS

- A. PARTICIPATION.** The Court shall continue to participate in the State Disability Insurance (SDI) program.
- B. PAYMENT OF SDI PREMIUMS.** SDI premiums shall be shared equally by the employee and the Court. For the purposes of this Section, “accrued leave” includes all paid leave provided by the Court with the exception of bereavement leave, including but not limited to sick leave, vacation leave, personal leave, compensating time off, and floating holidays.
- C. INTEGRATION OF SDI AND PAID LEAVES. Employee Options** An employee who is otherwise eligible for disability insurance benefits can either:
- a. Option 1:** Forgo disability insurance benefits and use paid sick leave and/or Family Sick Leave, consistent with the terms of this MOU. The use of accrued sick leave(s) may not be waived by the employee or the Court, except pursuant to this MOU. Additional accrued leave may be used, at the employee’s election if the employee is on an approved protected leave of absence,
  - or**
  - b. Option 2:** Apply for disability insurance benefits and integrate accrued paid sick leave and/or Family Sick Leave with the SDI benefits. The integration of accrued sick leave only with SDI benefits may not be waived by the employee or the Court, except pursuant to this MOU. Additional accrued leave may be used, at the employee’s election if the employee is on an approved protected leave of absence.
- 2. Amount of Supplement.** The amount of the supplement provided in Section D. hereof, for any hour of any normal work day, shall not exceed the difference between 100% of the employee’s normal gross salary rate, including premium conditions specified in Section 12 and applicable footnotes, and the “weekly benefit amount” multiplied by two and divided by 75 or 80.
- D. HOW A SUPPLEMENT TO SDI IS TREATED.** Hours, including fractions thereof, charged against the employee’s accrued leave balances as supplements to disability insurance benefits will be regarded as hours of paid leave of absence. Vacation and sick leave shall be accrued based upon the proportion of the hours charged against the employee’s accrued leave balances for that pay period.
- E. HEALTH AND DENTAL PLAN COVERAGE IN CONJUNCTION WITH SDI.** For purposes of determining eligibility for the Court’s medical contributions and dental coverage, employees who are receiving a supplement to disability insurance benefits paid from and charged to the employee’s accrued leave shall be regarded as on paid status for their regular work schedules with regard to the days for which such supplement is paid.

The group health care providers will permit employees who are dropped from health and/or dental plan coverage because of exhaustion of their accrued leave, to re-enter the group plans upon returning to their former work schedules.

department, provided that the displacing employee has greater seniority than the employee who will be displaced.

#### **E. RECALL RIGHTS**

- 1. Recall List.** Employees with tenure in the class from which they were laid off, including employees who elect to take a demotion in lieu of layoff, shall have recall rights to future vacancies in such class if the Court intends to fill the vacancy. The names of laid off and demoted employees shall be placed, in inverse order of layoff, on a recall list established for the class. Names shall remain on the list for a period of thirty-six (36) months.

Employees on the recall list may request, in writing, to be designated for temporary or limited term assignments while they are laid off. An employee shall remain on the recall list even if they have accepted a temporary or limited term assignment.

Employees who are recalled shall have seventy-two (72) hours from their actual notification or the date that an e-mail is sent their personal e-mail address to accept or reject the recall notice and must report to work within fourteen calendar days after the recall notice. The Court shall contact recalled employees by all phone numbers and e-mail addresses it has on file to inform an employee of their recall. It shall be the responsibility of the employee to update any contact information while on layoff.

- 2. Right to Compete for Promotion.** An employee who has recall rights shall have the same right to compete for promotional opportunities that they would have had if they had not been laid off or had not accepted demotion in lieu of layoff.
- 3. Recall List for Other Classes.** Employees laid off due to a general reduction in force, may upon request, have their name placed on the recall list for other classes in which the person previously held tenure. Names will be placed on such list(s) in order of seniority in total Superior Court or total Superior Court and Alameda County service.

Whenever a vacancy occurs in a class for which there is a recall list and the Court decides to fill the vacancy, the first person on the list shall be entitled to recall in the vacancy with full tenure rights and privileges. Employees who are recalled shall have seventy-two (72) hours from their actual notification or the date that an e-mail is sent to their personal e-mail address to accept or reject the recall notice. The Court shall contact recalled employees by all phone numbers and e-mail addresses it has on file to inform an employee of their recall. It shall be the responsibility of the employee to update any contact information while on layoff.

### **SECTION 22. EFFECT OF MANDATED FRINGE BENEFITS**

If State or Federal law requires the Court to grant employees benefits or other terms and conditions of employment that duplicate, supplement, or otherwise impinge upon benefits or other terms and conditions of employment set forth in this MOU, the provisions of this MOU so duplicated, supplemented, or impinged upon shall be void and of no further effect as of the date the mandated benefit or term and condition of employment becomes effective., The Court and the Union shall then meet and confer with regard to such benefit or other term and condition of employment in order to ensure that the State or Federal mandate does not result in an overall loss of benefits to employees.

**B. ELIGIBILITY.** An employee may be eligible to receive donations of paid leave to be included in the employee's sick leave balance if he/she has suffered a catastrophic illness or injury, as defined, and has exhausted their paid leave.

1. A confidential medical verification including diagnosis and prognosis must be provided by the recipient employee to the Human Resources Division.
2. A recipient employee is eligible to receive 180 work days of donated time per employment.
3. The determination of the employee's eligibility for Catastrophic Sick Leave donation shall be at the Court's sole discretion and shall be final and non-grievable.

**C. PROCEDURE**

**1. Recipient Employee**

- a. The recipient employee, recipient employee's family, or other person designated in writing by the recipient employee must submit a request to the Human Resources Division.
- b. A request may be initiated prior to the anticipated date leave balances will be exhausted.
- c. The recipient employee's entitlement to personal disability leave will be reduced by the number of hours added to the recipient's sick leave balance.
- d. Recipient employees who are able to work but are working less than their regular schedule will integrate Catastrophic Sick Leave donations with time worked and their own paid leaves, which must be used first, not to exceed 100% of the employee's gross salary.

**2. Donor Employee**

- a. Donations shall be made in full-day increments of 7.5/8 hours, and are irrevocable. Employees may donate unlimited amounts of time.
- b. The donor employee may donate vacation, compensatory time or in lieu holiday time which shall be converted to recipient employee's sick leave balance and all sick leave provisions will apply. Time donated in any pay period may be used in the following pay periods.
- c. Retroactive donations are not permitted.
- d. The donor's hourly value will be converted to the recipient's hourly value and then added to the recipient's sick leave balance on a dollar-for-dollar basis.

**SECTION 26.** *[Section 26 reserved. Vision Reimbursement Plan moved to section 15(C)]*

**SECTION 27. SAVINGS CLAUSE**

If any provision of this MOU is held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provision shall be restrained by any tribunal, the remainder of this MOU shall not be affected thereby, and the parties shall negotiate for the sole purpose of agreeing to a mutually satisfactory replacement for the provision.

the probationary period, employees may be released from employment immediately. This section is not intended to, nor does it, alter or limit the authority of the Court Executive Officer under section 4.2.12 of the Court's Personnel Organization, Policies, and Rules.

If the Court permits a full-time probationary employee to continue working beyond their period on probationary status as defined in sections 4.2.11, 4.2.12, 4.2.13, and 6.1.3 of the Court's Personnel Organization, Policies, and Rules, the employee shall be deemed to have passed probation, unless the employee's probationary period has been extended as set forth herein.

Upon satisfactory completion of the probationary period, the probationary employee will become a tenured employee. The accrual of paid leave shall begin on the first day of employment.

If, at the time of a probationary employee's 11-month evaluation, it appears that the employee will not pass probation, the Court Executive Officer may, in their sole discretion, extend the probationary period for a new employee for a period not to exceed ninety (90) calendar days, provided the approval for an extension is made prior to the completion of the normal probation period. If probation is extended the union shall be notified.

Probation shall also be extended based on leaves of absence in excess of ten (10) working days, as set forth in section 4.2.11 of the Court's Personnel Organization, Policies, and Rules.

#### **B. PROMOTED EMPLOYEES**

Any employee who is promoted from one classification within the SEIU Local 1021 bargaining unit to another classification within the SEIU Local 1021 bargaining unit may choose to return to the classification held immediately prior to the promotion, provided all of the following conditions are met:

- A vacancy exists in the immediately prior classification and that vacancy has not been designated as being held open by the Presiding Judge or Court Executive Officer;
- The employee had achieved tenure in the prior classification;
- The employee has not yet passed probation in the current, promotional classification; and
- The employee was not on a Performance Improvement Plan in the immediate prior classification; did not, in the twelve (12) months prior to promotion, receive a less-than-satisfactory performance review; and did not, in the six (6) months prior to promotion, receive a Letter of Counseling or any formal discipline.

An employee who is permitted to voluntarily demote pursuant to this section has no right or expectation to be assigned to their former business unit, division, or Court location.

### **SECTION 32. JOB ABANDONMENT**

Any employee who fails to report to work for three consecutive business days without notifying their supervisor/manager of the absence and/or following the established call-in procedure will be considered as having voluntarily resigned due to job abandonment unless there are exigent circumstances justifying the failure to report and notify. Before the resignation becomes effective, the Court Executive Officer or designee shall notify the Union representative, Chapter President and/or Shop Steward, and the affected employee when that employee is deemed to have abandoned their job.

## **SECTION 35. SUBCONTRACTING**

If the Court makes the preliminary determination to subcontract bargaining unit work, it will notify the Union in writing and meet and confer regarding the decision and impact upon bargaining unit members.

## **SECTION 36. SCOPE OF AGREEMENT**

Except as otherwise specifically provided herein, this MOU fully and completely incorporates the understanding of the parties regarding the provisions contained in this MOU. During the term of this MOU, neither party may demand any change to this MOU, except by mutual agreement.

## **SECTION 37. TERM OF MEMORANDUM**

This MOU shall become effective upon the ratification of the parties and shall remain in full effect from June 17, 2025, to and including December 31, 2026.

## **SECTION 38. REOPENER**

Notwithstanding Section 37 above, the parties shall meet to renegotiate wages only for the third year of the MOU during the term of this agreement if the Court's ongoing and unrestricted allocation, in the Court's General Ledger (GL) 812110 (Trial Court Trust Fund operations), for the 2023-2024 Fiscal Year as approved by the Judicial Council of California is equal to or greater than the Court's ongoing and unrestricted allocation, in the Court's General Ledger (GL) 812110 (Trial Court Trust Fund operations), for the 2022-2023 Fiscal Year. During the limited wage reopener period, section 29 of this MOU shall remain in effect. The first such meeting shall occur by no later than October 15, 2023. The third-year wage increase for the bargaining unit as a result of this reopener shall not be less than the 2.0% referenced in Section 17.

## **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

## APPENDIX A

Listed herein are all those Superior Court of California, County of Alameda, job classifications represented by SEIU Local 1021 in Bargaining Units 057 and 058.

Job Code	Classification	Bi-Weekly Hours
4850	Accounting Technician	75
4812	Administrative Services Clerk	75
4978	Assistant Administrative Analyst	80
4863	Court Attendant	75
3863	Court Attendant Per Diem	75
4984	Court Case Manager	80
4857	Courtroom Clerk I	80
4858	Courtroom Clerk II	80
4809	Family Law Facilitator's Assistant	80
4824	Financial Hearing Officer	75
4818	Fiscal Assistant I	75
4819	Fiscal Assistant II	75
4820	Fiscal Assistant III	75
4821	Fiscal Services Specialist	80
4940	Legal Processing Trainee	75
5014	Legal Processing Assistant - Probationary	75
4945	Legal Processing Assistant	75
4941	Legal Processing Specialist	75
4936	Parolee Reentry Specialist	75
4913	Pre-Trial Services Specialist	75
4875	Program Assistant	80
4871	Senior Support Assistant	80

## APPENDIX C

### LPA CONVERSION

- Effective the beginning of the first day of the first pay period following ratification of this MOU, the Court will eliminate the LPA III classification.
- In connection with this, two additional steps will be added to the current LPA II classification, and the current hourly rate of the current LPA II, Step 5, shall be increased. The new step amounts for LPA II shall be as follows:

<b>Legal Processing Assistant II</b>							
	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
Hr	\$24.30	\$25.49	\$26.78	\$28.12	\$30.34	\$31.78	\$33.35
Bwky	\$1,822.50	\$1,911.75	\$2,008.50	\$2,109.00	\$2,275.50	\$2,383.50	\$2,501.25
Annual	\$47,385	\$49,705.5	\$52,221.00	\$54,834.00	\$59,163.00	\$61,971.00	\$65,032.50

The above shall be adjusted by any COLA amounts the Court and SEIU may agree to as part of the 2019-2021 MOU negotiations.

- Upon the effective date of this provision, all current LPA IIIs will be reclassified as LPA IIs at the appropriate step of the above schedule. No current LPA III shall have their hourly pay rate reduced as a result of this reclassification.
- Testing shall not be required to advance steps within the LPA II range. Step advancements shall continue to be subject to the requirements of section 11.1 of the Court's Personnel Organization, Policies, and Rules. The Court shall have the right to continue to use training checklists developed in connection with the former LPA II to LPA III progression process agreed to by the Court and the Union for purposes of training and setting knowledge/performance expectations of LPA IIs, and to develop additional such materials for the same purpose.
- The Court and the Union shall meet and confer, if necessary, to agree upon an appropriate title and job description for the LPA II classification that results from the above changes.
- Progression through the steps shall continue to occur based on hours worked.

**PROCEDURE:**

1. Employee initiates a transfer request by completing Section 1 of the “Employee Transfer Request Form” and submitting it to their immediate supervisor.
2. Supervisor reviews the transfer request form to ensure requirements are met, makes comments if necessary, and forwards form through chain of command for further comment and action.
3. AEO/TCA/BC processes the request for transfer and/or forwards it to the HR & LRB within 5 days of receipt from the immediate supervisor.
4. In event a transfer request is denied by management the form must still be processed and forwarded to the HR & LRB for auditing purposes.
5. The AEO/TCA/BC will notify the immediate supervisor and employee of the reason for denial of the transfer request.
6. Upon receipt of the transfer request form, a Human Resources Analyst will: (1) verify transfer eligibility, (2) within 10 days of receipt of the form, notify the AEO/TCA/BC/Manager/Supervisor and employee regarding disposition of the request and (3) update transfer list, if applicable.
7. If the employee is eligible for transfer, a copy of the approved “Request for Transfer” form is forwarded to the AEO/TCA/BC of the locations to which transfer is desired. AEO/TCA/BC will maintain a list of employees desiring to transfer to that location.
8. As vacancies are approved for filling, managers will invite **all employees** on the transfer list who are interested in working at their court location for an interview. **Transfer requests will be considered along with finalist candidates, as applicable.**  

Should additional vacancies occur, employees who are on the transfer list that were interviewed by a manager or supervisor within the past six months may not be called for another interview. However, the employee(s) will still be considered for the position.
9. Employees may revise or withdraw a previously approved transfer request by notifying the immediate supervisor and HR & LRB, in writing, of the changes. HR will update the list and notify AEO/TCA/BC, as applicable.
10. Employees may revise or withdraw a previously approved transfer request by notifying the immediate supervisor and HR & LRB, in writing, of the changes. HR will update the list and notify AEO/TCA/BC, as applicable.
11. Managers are required to notify transfer candidates of their selection decision and may also provide feedback to the employee regarding their strengths and areas that need improvement or more experience.

**SERVICE STANDARD:**

The Transfer Request form is to be forwarded to the HR & LRB within 5 days of receipt by AEO/TCA/BC.

An HR Analyst will notify the AEO/TCA/BC/Manager/Supervisor and employee regarding the disposition of the request for transfer within 10 days of receipt of the form by the HR & LRB.

**CROSS-REFERENCE:** This procedure can also be found in the following file folder(s):

**FOLDER:**  
**NUMBER:**

Letter of Understanding

Labor Management Committee

January 6, 2005

The Court agrees to work with SEIU through the established Labor Management Committee.

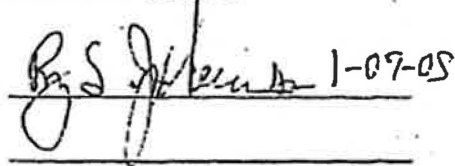
The Committee will consist of up to five (5) members designated by the Union, not including the Union Representative, and an equal number of management employees designated by the Court. Meeting will be held every other month, or as needed.

The Court agrees to meet on a monthly basis over the next six (6 months) commencing January 2005. Meeting dates will not be canceled without rescheduling a new date.


The Labor Management Committee will (1) provide a forum for information-sharing, identification of issues requiring resolution, and review of workplace developments; and (2) meet, discuss and make suggestions for management consideration regarding operational issues including staffing, use of temporary workers, workload, LPA flex classifications and those issues discussed during negotiations such as training, transfers, out-of-class pay.

The Committee will not discuss issues related to discipline, grievances, individual performance problems, negotiations or meet-and-confer issues.

FOR THE COURT

  
1-07-05

FOR SEIU

  
TA 01/07/05

**Service Employees International Union, Local 1021**


**Alameda County Superior Court**

**Side Letter Agreement**

The parties met and conferred regarding the inclusion of the Parolee Reentry Specialist, Pre-trial Services Specialist and Family Law Facilitators Assistant ("grant-funded") classifications in the SEIU Local 1021 General Bargaining Unit.

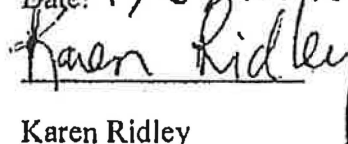
The parties agreed that in the event that funding for the above-referenced grant-funded classifications is reduced or eliminated, Section 20 ("Notice of Layoff and Recall") in the SEIU Local 1021 General Bargaining Unit Memorandum of Understanding ("MOU") will not apply.

By agreeing to the paragraph above, SEIU Local 1021 does not waive any rights it has under the Trial Court Employment Protection and Governance Act to meet and confer in the event of a reduction or elimination of funding. Nor does SEIU Local 1021 waive its right to pursue alternate contract language relating to such classifications during negotiations over a successor MOU.

Date: 1/7/15  


Leah T. Wilson

Court Executive Officer

Date: 1/6/2015  


Karen Ridley

Coordinator, SEIU Local 1021

## **SIDELETTER OF AGREEMENT**

**Between  
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA  
And**

**SEIU LOCAL 1021**

### **2016-2017 Court Reorganizational Transfers**

This process shall apply to the transfer of all SEIU-represented classifications in connection with the planned reorganization of the Court in 2016 and 2017, culminating with the move into the East County Hall of Justice in Dublin in 2017. For all other staff moves, the MOU and the Court's Personnel Organization, Policies and Rules shall apply.

- A) The Court Executive Officer or his or her designee will make assignments of SEIU-represented staff members as follows:
- 1) If possible based on a survey of staff preferences, staff will be given an assignment of their choice, either by case type or location.
  - 2) To the extent the Court is unable to accommodate the preferences of staff, then assignment will generally be made by seniority within each affected classification. Notwithstanding seniority, however, the Court may assign a less senior member of a classification to an assignment of his or her preference over a more senior member of that classification who expresses the same preference, based on one or more of the following factors:
    - the needs of the public and the Court, as they relate to the efficient and effective management of the Court's calendar;
    - for staff assigned to a courtroom, the preference of the judicial officer to whom the staff member will be assigned;
    - the experience, knowledge and abilities demanded by the assignment;
    - any history of letters of reprimand, suspension, or demotion within the twelve calendar months immediately prior to the transfer; and
    - the fiscal impact of multiple moves on the Court.

Where an assignment is primarily based on the experience, knowledge and abilities demanded by the assignment, and where the assigned employee has requested transfer to another assignment within the same classification, the Court will make a reasonable and good faith effort to provide the training necessary to facilitate the requested transfer within 6 months, whether said training is for the employee requesting the transfer, the employee who will fill the transferring employee's position, or both.



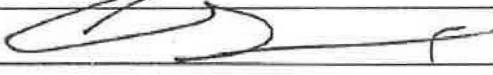
Counter Proposal to  
 Court:  
 Side Letter Agreement re  
 Time Tracking System  
 Proposal Number:  
 9  
 Distributed on:

**SIDE LETTER OF AGREEMENT  
 BETWEEN  
 SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA  
 AND  
 SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021**

The Court has informed SEIU that during the life of the MOU expiring in 2021 it may plan to introduce a timeclock. In the event that occurs, the parties agree to meet and confer to the extent required by applicable law.

**FOR THE SUPERIOR COURT:**

**FOR SEIU:**

	
<b>DATE:</b> 11/29/18	<b>DATE:</b>

Tentative Agreement reached on 11/29/18, 2018, at 10:31 AM / PM

For the Court:

For the Union:





**SIDE LETTER OF AGREEMENT**

**Between**

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA**

**and**

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021**

**ASSISTANT ADMINISTRATIVE ANALYST EQUITY ADJUSTMENT AND RECLASSIFICATION**

Within 30 days of the ratification of the MOU between the Court and the Union ("Agreement"), the Court shall commence a desk audit of the Assistant Administrative Analyst ("AAA") positions assigned to the Self Help Center to determine if a reclassification of some or all those positions is appropriate based on the work performed by those AAAs in comparison with the job description and the work performed by AAAs not in the Self Help Center.

If reclassification is appropriate, the Union and the Court agree to meet and confer over a new job description/classification specification for the AAA (SHC) as well as the appropriate wage rate. Any wage increase resulting from this desk audit shall be retroactive to the effective date of the Agreement.

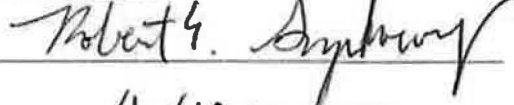
**FOR THE SUPERIOR COURT:**

  
\_\_\_\_\_

**DATE:**

7/19/22

**FOR SEIU 1021:**

  
\_\_\_\_\_

**DATE:**

4/19/2022

**SIDE LETTER OF AGREEMENT**  
Between  
**SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA**  
and  
**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021**

**FURLOUGH REIMBURSEMENT**

All employees who were mandatorily furloughed during 2020 and 2021 shall be reimbursed for their loss of wages by way of a one-time stipend to be paid within 20 Court days of ratification of the successor Memorandum of Understanding. This one-time stipend shall not include any payment for or to or have any impact on retirement. Nor shall this stipend allow employees to obtain additional sick leave or vacation accrual hours. The Court shall make applicable tax withholdings.

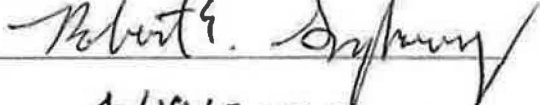
FOR THE SUPERIOR COURT:

  
\_\_\_\_\_

DATE:

4/19/22

FOR SEIU:

  
\_\_\_\_\_

DATE:

4/19/2022

**SIDE LETTER OF AGREEMENT  
BETWEEN  
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA  
AND  
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021**

**TIME CLOCK / TIME TRACKING SYSTEM**

The Court has informed SEIU that during the life of the MOU expiring in 2024 it may plan to introduce a timeclock. In the event that occurs, the parties agree to meet and confer to the extent required by applicable law.

**FOR THE SUPERIOR COURT:**



**DATE:**

4/19/22

**FOR SEIU 1021:**



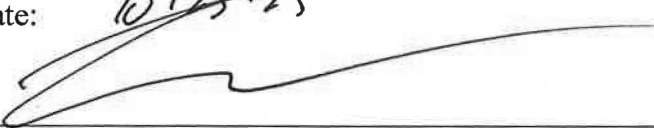
**DATE:**

4/19/2022

SIDE LETTER AGREEMENT TO THE 2025-2026 MOU  
BETWEEN  
ALAMEDA COUNTY SUPERIOR COURT AND SEIU, LOCAL 1021

PERSONAL HOLIDAYS

In consideration for reaching agreement on the 2025-2026 Memorandum of Understanding, Alameda County Superior Court ("Court") agrees to provide one personal holiday equivalent to the number of hours the employee who normally be scheduled to work in one day to each bargaining unit employee employed by the Court at the time of ratification. 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. These provisions will sunset and no longer be in effect after December 31, 2025.


Date: 10/23/25  


Date: 10/22/25  


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## APPENDIX F – ARCHIVE

Date Moved	Section	Topic/Description	Expiration Date
July 15, 2025	11(H)	<b>Major Medical Supplemental Paid Sick Leave</b> Former Section 11(H), "Major Medical Supplemental Paid Sick Leave," has moved to the Archive effective June 17, 2025.]	December 31, 2026

# 2025-2026 MEMORANDUM OF UNDERSTANDING

Superior Court of California, County of Alameda and  
Service Employees International Union, Local 1021

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