

TENTATIVE AGREEMENT

County Employees Management Association (CEMA) / OE3
and
Santa Clara County Superior Court

July 30, 2026

The parties tentatively agree as follows on a successor labor contract:

Term: August 1, 2026, through July 31, 2030

Section 1.2 Status of Employees

(a) ~~Management-Supervisory-Administrative~~ Employees

Employees in the bargaining unit represented by CEMA are considered Court ~~management-supervisory or administrative~~ employees and are expected to perform the duties and responsibilities required to accomplish the job.

(b) ~~Exempt CEMA-represented Employees~~

It is understood that occasional deviations from regular arrival and departure times will occur. An occasional late arrival or early departure of 30 minutes or less shall not require a request for leave. ~~Exempt CEMA-represented Employees-employees~~ are expected to keep appropriate court personnel and others who depend upon their on-site attendance apprised of their whereabouts.

Therefore, except as set forth in this agreement concerning ready assignments, the various premium pay and special compensation provisions applicable to ~~other-non-exempt~~ Court employees, such as cash overtime, compensatory time off, evening shift differential, holiday pay, on-call pay, and call-back pay are inapplicable to ~~exempt~~ CEMA-represented employees. ~~Employees in this unit are salaried.~~ The rates of pay shown in the Appendices reflect the appropriate salary in consideration of the level of responsibility and the inapplicability of the various forms of premium pay and special compensation.

Assignments requiring work by exempt CEMA-represented employees outside of court business hours, other than flex time and ready assignments, should be noticed when possible in writing at least two weeks in advance. Such assignments are voluntary, and such hours ordinarily will be recognized through a grant of administrative leave at an appropriate rate to be determined by the Court.

(c) Non-exempt CEMA-represented Employees

Employees in the following classifications are non-exempt from the Fair Labor Standards Act and will be treated as hourly employees for purposes of calculating overtime pay:

Administrative Support Tech I and II

Court Investigator

Fiscal Support Tech

Technology Tech I and II

Such employees will be paid time and one-half of their straight time hourly rate for all hours worked in excess of eight hours worked in a day or 40 hours worked in a workweek.

(d) All CEMA-represented employees

Further, ~~as members of management,~~ CEMA-represented employees have an obligation to the Court during the term of this Agreement not to engage in any work stoppage, sickout, picketing, or similar activity. In the event of a work stoppage, sickout, or similar activity by any other bargaining unit, including any other Court bargaining unit, it is expected that CEMA-represented employees will assist in keeping the Court operational under such circumstances. It is understood that CEMA will advise bargaining unit employees of this requirement and that failure to perform assignments under these circumstances may result in appropriate disciplinary action.

~~Assignments requiring work outside of court business hours, other than flex time and ready assignments, should be noticed when possible in writing at least two weeks in advance. Such assignments are voluntary, and such hours ordinarily will be recognized through a grant of administrative leave at an appropriate rate to be determined by the Court.~~

(b) ~~Non-exempt Employees~~

~~Employees in the Technology Tech I and Technology Tech II classifications are non-exempt from the Fair Labor Standards Act and will be treated as hourly employees for purposes of calculating overtime pay. Such employees will be paid time and one-half of their straight time hourly rate for all hours worked in excess of eight (8) hours worked in a day or forty (40) hours worked in a workweek.~~

(ee) Extra Help Employees

...

(df) Limited Term Employees

Section 2.1 Salaries

Effective the first full pay period following ratification, the Court will provide an increase of three and one-quarter percent (3.25%) in regular pay.

Effective the first full pay period in August 2027, the Court will provide an increase of two and one-half percent (2.5%) in regular pay.

Effective the first full pay period in August 2028, the Court will provide an increase of one and one-half percent (1.5%) in regular pay.

Effective the first full pay period in October 2029, the Court will provide an increase of three percent (3.0%) in regular pay.

~~If the approved and signed State Budget for any Fiscal Year during the term of this agreement funds a Cost of Living increase for trial court employees including Santa Clara, the parties will reopen the contract to address wages only.~~

Section 6.1 Educational Reimbursement Program

Add the following provisions to Section 6.1, keeping all other current contract language:

Annually in June, the parties shall meet to discuss upcoming educational programs for the following year. CEMA may at this time submit a list of requested educational programs for reimbursement. The Court and CEMA shall meet and discuss the denial of any such submittal within 20 calendar days of the denial.

The above paragraph is in addition to individual employees' right to submit requests for reimbursement throughout the year consistent with Section 6.1. Any denial by the Court of an individual request shall be in writing to the individual, with copy to CEMA at CEMAnotifications@sccema.org.

Section 9.2 Ready Assignments

The Court may in its discretion identify assignments, in particular classifications, as ready assignments for response to after-hour needs. Employees in ready assignments shall receive differential pay as follows:

Tier 1 – 5% per pay period for Facilities ready assignments.

Tier 2 – 3% per pay period for ISB ready assignments.

Any employee in a ready assignment who wishes temporarily not to respond to after-hour needs due to vacation or other leave must so request from their supervisor at least ten (10) days in advance, together with the reasons therefor. When granted, temporary relief from this duty shall result in a pro rata reduction in the differential pay. Any employee who will be given a ready assignment new to that individual shall have a minimum of twenty (20) calendar days' notice.

Ready assignments are based on specific individual responsibilities, assignments, and business need and therefore may be added, changed, or eliminated at the Court's discretion. Ready assignments require approval of the Court Executive Officer or designee. The appropriate tier for any additions (possibly beyond ISB and Facilities) will be subject to meet and confer between CEMA and the Court.

Section 9.3 Professional Certifications

All employees holding the following certifications shall receive the percentage differential shown, as these certifications enhance their ability to perform their duties. The Chief Executive Officer may designate certain positions to receive differential pay as shown below for unit employees who hold one of the following certifications or credentials.

CPA (Certified Public Accountant)	3%
CMA (Certified Management Accountant)	2%
ICM (Institute for Court Management) for Certified Court Manager	2%
ICM for Certified Court Executive	3%

Section 9.4 Bilingual Pay Differential

The Chief Executive Officer or designee may approve differential payments of ~~one hundred fifty dollars (\$150)~~ one hundred seventy-five dollars (\$175) per month to unit employees who have been determined to be qualified for positions requiring bilingual speaking and/or writing ability. Should the Court require more than one additional language be spoken or written, then the monthly payment shall instead be ~~two hundred twenty-five dollars (\$225)~~ two hundred fifty dollars (\$250). Bilingual skill payments will be made when:

- (a) Public contact requires continually eliciting and explaining information in a language other than English or in sign language (ASL or SEE); or
- (b) Translation of written material in another language is a continuous assignment. The Court shall review positions covered by this Agreement at least annually to determine the number and location of positions to be designated as requiring bilingual abilities. Differential payments for a

particular position may be discontinued if the criteria above are not met for two consecutive pay periods.

Section 9.7 Service Recognition Award and Longevity Payment

CEMA-represented employees who have achieved service year milestones shall receive, in five-year increments, one hundred dollars (\$100) for each year of service with the Court, paid in the pay period following the applicable anniversary date.

In addition, effective the first full pay period following ratification, all permanent CEMA-represented employees with the periods of continuous service shown below shall be paid the following amounts (no pyramiding):

- a. Employees with more than fifteen (15) years but not more than twenty (20) years of continuous service shall be paid a premium of one hundred twenty-five dollars (\$125) per pay period as a longevity payment.
- b. Employees with more than twenty (20) years but not more than twenty-five (25) years of continuous service shall be paid a premium of one hundred fifty dollars (\$150) per pay period as a longevity payment.
- c. Employees with more than twenty-five (25) years of continuous service shall be paid a premium of one hundred seventy-five dollars (\$175) per pay period as a longevity payment.

Article 11 Holidays

Employees shall observe the following holidays, as well as any other holidays established by the State for Court employees:

- January 1st
- Third Monday in January (Dr. Martin Luther King, Jr. Day)
- February 12th
- Third Monday in February
- March 31st (~~Cesar Chavez Day~~ Farmworkers Day)
- Last Monday in May (Memorial Day)
- June 19th (Juneteenth)
- July 4th
- First Monday in September
- Fourth Friday in September (Native American Day)
- November 11th
- Fourth Thursday in November (Thanksgiving Day)

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The Friday following Thanksgiving Day
December 25th

Holidays which fall on Sunday are observed on the following Monday. Holidays which fall on Saturdays shall be observed on the preceding Friday.

Article 13 Management Leave and Personal Leave

a. Management Leave for Exempt Employees

~~Salaried CEMA-represented~~ Those bargaining unit employees who are exempt from the Fair Labor Standards Act (see Section 1.2) ~~and~~ are expected to work the number of hours necessary to fulfill the duties of their positions without overtime pay.

Effective with ratification and approval of this Agreement, regular full-time CEMA represented employees who are exempt as set forth in Section 1.2 shall be credited with forty (40) hours of paid Management Leave annually, to be credited the first pay period of each fiscal year. Part-time, exempt CEMA-represented employees shall be credited annually, the first pay period of each fiscal year, with a pro-rated allotment of Management Leave. An exempt employee on unpaid leave at the beginning of the fiscal year will be credited with a pro-rata allotment of Management Leave when he or she returns.

~~Effective first full pay period in August 2025, all CEMA-represented employees with at least fifteen (15) years of service shall be credited with an additional eight (8) hours of Management Leave, for a cumulative total of forty-eight (48) hours.~~

b. Personal Leave for Non-exempt Employees

~~Effective with ratification and approval of this Agreement, regular full-time CEMA represented employees who are non-exempt as set forth in Section 1.2 shall be credited with forty (40) hours of paid Personal Leave annually, to be credited the first pay period of each fiscal year. Part-time, non-exempt CEMA-represented employees shall be credited annually, the first pay period of each fiscal year, with a pro-rated allotment of Personal Leave. A non-exempt employee on unpaid leave at the beginning of the fiscal year will be credited with a pro-rata allotment of Personal Leave when he or she returns.~~

c. Scheduling

A blackout period for use of both Management Leave and Personal Leave ~~use~~ will occur the first pay period of every fiscal year.

Management Leave and Personal Leave must be scheduled in advance and approved by the employee's manager. The leave will be granted upon request unless it is determined that Court services and performance of job responsibilities will be adversely affected by the employee's absence. Employees need not first exhaust STO or sick leave prior to using Management Leave or Personal Leave and need not state a reason when requesting Management Leave or Personal Leave.

In the second pay period of January of each fiscal year, the Court will notify each employee of the number of his or her unused hours of Management Leave or Personal Leave and the date by which all remaining Management Leave or Personal Leave for the year must be used.

d. No Accrual and No Cash Value

Management Leave and Personal Leave ~~is are~~ not accrued from year to year and must be used on or before the last day of the final complete pay period in each fiscal year. In addition, Management Leave ~~has and~~ Personal Leave have no cash value either during employment or upon separation, and employees will not be credited or paid out for any unused balance of the Management Leave or Personal Leave annual allotment.

Section 14.11 Furlough

A furlough day is a reduction in pay and corresponding time worked. In the event of funding cuts and/or in order to avoid layoff of employees, in an amount not to exceed ~~two one and one-half~~ days per pay period nor to exceed ~~fifty-two (52) thirty-nine (39)~~ days per fiscal year, the Court may implement furloughs with forty-five (45) days' advance notice to CEMA, for the parties to meet and confer in good faith regarding the impact of furloughs.

In any rolling six (6) month period ~~fiscal year~~ in which the Court implements furloughs, it shall not lay off CEMA-represented employees. In any rolling six (6) month period ~~fiscal year~~ in which the Court lays off CEMA-represented employees, it shall not furlough.

Section 15.5 - Arbitration (*for grievance procedure*)

For the term of this Agreement, the Court and CEMA have agreed to the following panel:

Katherine Thomson
Carol Vendrillo
Monica Colandres
Najeeb Khoury Matthew Goldberg
Norman Brand Cheryl Stevens

Section 16.3 - Arbitration *(for disciplinary actions)*

For the term of this Agreement, the Court and CEMA have agreed to the following panel:

Katherine Thomson
Carol Vendrillo
Monica Colandres
~~Najeeb Khoury~~ Matthew Goldberg
~~Norman Brand~~ Cheryl Stevens

Article 18 Classification Review Process

~~Bargaining unit employees may submit requests for classification review between March 1 and April 1 annually. Between March 1 and April 1 each year the parties may each identify up to two (2) job descriptions for review by the Court to be followed by meet and confer regarding any changes. Should the Court or CEMA not use all of their reviews for that year, then CEMA or the Court may use the other party's unused reviews, giving notice of such intention no later than April 15. Classification requests shall identify (1) the employee's current classification; (2) the existing bargaining unit classification which the employee believes is more appropriate; and (3) the reasons for the request.~~

~~The Director of Human Resources will review the request and notify the employee and CEMA whether a study will be performed and, if not, the reasons for the denial, no later than May 31. If the request for a study is denied, the employee has the right to appeal to the Chief Executive Officer. The appeal shall be submitted in writing within ten days of the receipt of the written denial. The Chief Executive Officer or designee shall render his/her decision granting or denying the appeal no later than sixty (60) days from receipt of the appeal. The Court will use its best efforts to complete all approved requests for studies within six months of approval of the request.~~

~~Should the requesting employee believe a new classification is needed, this may be brought up through CEMA to Court Administration.~~

The review of each job description so identified shall be completed by February of the following year. Such review shall include updating position descriptions as needed to ensure continued relevance to Court operations, standardization of style and format, and related changes. Job description review may include salary adjustments. Any changes to job descriptions pursuant to this process shall go through the meet and confer process once completed.

New Section X.X. Technology

With the exception of exigent or emergency circumstances, the Court shall provide CEMA with 45 days' notice and opportunity to meet and confer prior to implementation of any new

technology that may impact wages, hours or working conditions of employees covered by this MOU. Training is and will be provided for any such current, new, and future technology.

New Section X.X. Workload Evaluation

Exempt CEMA-represented classifications work the necessary hours to perform the duties and responsibilities required to accomplish the job without overtime pay. Depending on the circumstances, these employees may work more or less than 40 hours in a particular work week. If an employee asserts that their assignment requires them to work, on a consistent and ongoing basis, 48 hours or more a week for more than ten (10) consecutive weeks, they can request that CEMA and the Court evaluate the employee's workload. Such an evaluation shall be scheduled within 30 calendar days and will include discussion of:

- a) The Court's identification of priorities;
- b) The impact on the employee's workload, including assignments or other requirements beyond the employee's control, the employee's time management skills, and any competing demands on the employee's time;
- c) Potential plan to rebalance workload, if necessary; and
- d) The possibility of reassigning some duties, to an assignment that requires work on a consistent and ongoing basis of approximately 40 hours a week.

Various MOU Clean-up

1. Correct typo in Section 15.2

Section 15.2 Grievance Presentation

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- (c) Grievances shall comply with all of the requirements of this Article. The Court shall not be required to reconsider a grievance previously settled with an employee if renewed by CEMA, ~~Unless-unless~~ it is alleged that the settlement violates an existing rule, memorandum of understanding, or this Agreement.

2. Correct typo and update methods of delivery in Section 15.4

Section 15.4 Formal Grievance

- (a) If the employee is not satisfied with the response from his or her supervisor, the employee or CEMA may present a formal grievance in writing to the Chief Executive Officer or his/her designee within ~~ten-(10)~~ working days of the date of the written response. If the employee has not received a response from his or her supervisor within the ~~ten-(10)~~ working days limit provided in Section 15.3, a formal grievance may be

presented within ~~ten (10)~~ working days of the expiration of that period. For purposes of this Section 15.4, delivery shall be by regular mail and/or ~~confidential fax~~ email.

3. *Update methods of delivery in Section 16.2*

Section 16.2 Notice of Disciplinary Action: Suspension, Demotion, Termination

Notice to Employee and CEMA. In the event of disciplinary action which involves suspension, demotion, and/or termination, notice of such disciplinary action will be served on the employee in person or by ~~certified mail~~ email, with a copy to CEMA delivered to its designated address.

4. *Clarify ambiguous reference in Section 19.5*

5. Compaction will be addressed by an increase in pay for the classification as a whole where applicable. Where less than all incumbents in a classification are affected, only those incumbents who are affected shall be adjusted, ~~by means of differential pay, as set forth above.~~

Telework Side Letter

C. Application and Review Process

Eligible employees who would like to participate in the Telework Program must complete the Telework Program Application and forward the completed application to their ~~Division Director~~ direct supervisor according to the following application periods:

Telework Period	Application Due to Division Director	Application Status Notification	Telework Begins No Earlier Than
January 1 - June 30	Close of business on November 15	Close of business on December 1	January 1
July 1 - December 31	Close of business on May 15	Close of business on June 1	July 1

Employees must be eligible at the time of the application deadline in order to qualify to participate in that cycle. If an employee becomes eligible after the application deadline, they will be eligible for the next cycle.

Confidential Unit Side Letter: *See attached*

The parties AGREE TO RECOMMEND this Tentative Agreement to their respective constituents.

SO AGREED. July 30, 2026

For CEMA:

For the Court: