



**CEMA**

UNDERSTANDING  
BETWEEN  
SUPERIOR COURT  
OF  
CALIFORNIA,  
COUNTY of SANTA CLARA

AND  
COUNTY EMPLOYEES  
MANAGEMENT  
ASSOCIATION  
(CEMA)

AFFILIATED WITH  
OPERATING ENGINEERS LOCAL UNION NO. 3  
OF THE  
INTERNATIONAL UNION  
OF  
OPERATING ENGINEERS,  
AFL-CIO

AUGUST 1, 2024  
THROUGH  
JULY 31, 2026

**TABLE OF CONTENTS**

	<u>Page</u>
PREAMBLE .....	3
ARTICLE 1 – RECOGNITION .....	4
Section 1.1 – Recognition .....	4
Section 1.2 – Status of Employees.....	4
Section 1.3 – Probationary Periods .....	6
Section 1.4 – Orientation .....	6
Section 1.5 – Vacancies .....	7
ARTICLE 2 – SALARIES .....	7
Section 2.1 – Salaries .....	7
Section 2.2 – Basic Pay Plan .....	7
ARTICLE 3 – RETIREMENT .....	8
ARTICLE 4 – INSURANCE .....	9
ARTICLE 5 – STATE DISABILITY INSURANCE (SDI).....	9
Section 5.1 – Registration and Withholding .....	9
Section 5.2 – Integration of Sick Leave and STO Pay with SDI Benefits.....	10
ARTICLE 6 – COURT PROGRAMS .....	10
Section 6.1 – Educational Reimbursement Program .....	10
Section 6.2 – Public Transit Programs .....	11
Section 6.3 – Alternate Work Schedule .....	11
Section 6.4 – Voluntary Reduced Work Hours .....	12
ARTICLE 7 – TRAINING FUND .....	12
ARTICLE 8 – STATE CERTIFICATES AND LICENSES .....	12
ARTICLE 9 – ASSIGNMENT DIFFERENTIALS .....	13
Section 9.1 – Temporary Assignment Differential.....	13
Section 9.2 – Ready Assignments .....	13
Section 9.3 – Professional Certifications .....	14
Section 9.4 – Bilingual Pay Differential .....	14
Section 9.5 – Lead Differential.....	14
Section 9.6 – No Pyramiding of Differentials .....	15
Section 9.7 – Service Recognition Award.....	15
ARTICLE 10 – STO AND SICK LEAVE .....	15
Section 10.1 – Scheduled Time Off.....	15

Section 10.2 – Sick Leave .....	17
Section 10.3 – Bereavement Leave .....	18
Section 10.4 – Paid Administrative Leave.....	18
Section 10.5 – Parental Leave .....	18
ARTICLE 11 – HOLIDAYS .....	19
ARTICLE 12 – MILITARY LEAVE.....	19
ARTICLE 13 – MANAGEMENT LEAVE.....	20
ARTICLE 14 – LAYOFF PROCEDURES .....	21
Section 14.1 – Seniority Defined .....	21
Section 14.2 – Effect of Leaves of Absence on Seniority Rights .....	21
Section 14.3 – Reclassifications/Title Changes .....	21
Section 14.4 – Order of Layoff .....	21
Section 14.5 – Notice of Layoff .....	21
Section 14.6 – Reassignment in Lieu of Layoff .....	22
Section 14.7 – Layoff .....	22
Section 14.8 – Recall .....	22
Section 14.9 – Extra Help Work for Laid-Off Employees .....	23
Section 14.10 – Seniority In Other Bargaining Units .....	23
Section 14.11 – Furlough .....	23
ARTICLE 15 – GRIEVANCE PROCEDURE.....	24
Section 15.1 – Grievance Defined .....	24
Section 15.2 – Grievance Presentation .....	24
Section 15.3 – Informal Resolution of Grievance .....	25
Section 15.4 – Formal Grievance .....	25
Section 15.5 – Arbitration .....	26
ARTICLE 16 – DISCIPLINARY ACTIONS .....	26
Section 16.1 – Discipline Defined .....	26
Section 16.2 – Notice of Disciplinary Action: Suspension, Demotion, Termination ....	26
Section 16.3 – Arbitration .....	27
ARTICLE 17 – PERSONNEL FILES .....	28
Section 17.1 – Maintenance of Files.....	28
Section 17.2 – Additional Material .....	28
Section 17.3 – Length of Time in File .....	28
Section 17.4 – Anonymous Complaints.....	28

ARTICLE 18 – CLASSIFICATION REVIEW PROCESS.....28  
ARTICLE 19 – COMPACTION .....29  
ARTICLE 20 – FULL AGREEMENT .....30  
ARTICLE 21 – SAVINGS CLAUSE .....30  
ARTICLE 22 – TERM OF AGREEMENT .....31

**PREAMBLE**

This Memorandum of Understanding, hereafter referred to as the Agreement, is entered into by the Superior Court of California, County of Santa Clara, hereafter referred to as the Court, and the County Employees Management Association, a California corporation, affiliated with Operating Engineers, Local Union #3, AFL-CIO, hereafter referred to as CEMA. This Agreement is the result of both parties meeting and conferring in good faith.

The Court and CEMA mutually share the following basic principles for the purposes of enhancing the parties' collective relationship and improving the services of the Court:

- Build self-worth, dignity, respect, and trust among the entire Court management;
- Recognize, value and reward each employee's contribution whenever possible;
- Focus on the situation, issue, or behavior and not the individual;
- Encourage and support innovation and professional growth at all times;
- Establish clear expectations and build ownership, accountability and responsibility for high-level performance;
- Address conflict in ways that build joint ownership of win/win resolutions;
- Correct performance and behavior issues as a means for continuous improvement and not punishment;
- Take initiative to make the situation better; and
- Lead by example.

## **ARTICLE 1 RECOGNITION**

### **SECTION 1.1 Recognition**

The Court recognizes CEMA as the exclusive bargaining representative for all full-time and regular part-time employees of the Court in the Supervisory-Administrative bargaining unit, excluding all judges, commissioners, executive management employees, confidential employees as designated by the Court, consultants, independent contractors, extra help employees, and employees in the non-supervisory bargaining unit.

### **SECTION 1.2 Status of Employees**

#### **(a) Management Employees**

Employees in the bargaining unit represented by CEMA are considered Court management employees and are expected to perform the duties and responsibilities required to accomplish the job. 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. 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 Court employees, such as cash overtime, compensatory time off, evening shift differential, holiday pay, on-call pay, and call-back pay are inapplicable to 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.

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 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.

(c) Extra Help Employees

(1) Extra help employees are used by the Court to handle peak workload and other unusual situations, special funding considerations including grants or other restricted sources, or where it is not possible for the Court to fill a temporarily vacant position due to an incumbent's leave of absence status. The Court will provide an extra help hours report to CEMA every pay period. The report will include the name and classification of each incumbent whose leave of absence is being covered by extra help, if applicable. The report will also include the purpose of each extra help position listed.

(2) Extra help employees are not intended to continue in an assignment beyond one thousand forty (1,040) hours in any Fiscal Year. If the Court decides to continue the assignment, the extra help employee will be converted to a limited term employee for the remainder of the Fiscal Year as set forth below in subsection (d).

(d) Limited Term Employees

(1) Limited term employees are individuals who do not have regular employment status but instead are being offered employment for a limited term. Limited term employees in the CEMA bargaining unit are covered by every term of this Agreement except Article 14 (Layoff Procedures) and Article 16 (Disciplinary Actions).

(2) A limited term employee shall be employed for a specific term to be stated in writing at the time of the offer.

(i) With advance consent of CEMA, a limited term employee's term may be exceeded in special situations including but not limited to grant or other restricted funding sources for terms anticipated in excess of the term. The limited term employee will be notified as soon as possible of any change to the period of limited term employment. If a limited term employee is released prior to the specified end date in the offer, or as may be later modified, the employee will be given no less than two weeks' notice or will be given pay equivalent to one regular pay period's wages subject to all withholding and deductions within one week of the date of release.

(ii) When a limited term employee has worked more than the term in the same position, without extension as set forth above, the Court must deem the position "regular" and conduct a recruitment. With advance consent of CEMA, the limited term employee may continue in the same limited term assignment in excess of the term

during the recruitment period. Limited term employment does not supersede the Court's regular recruitment process.

(e) Personnel Rules

The parties recognize the authority of the Court to issue and revise Personnel Rules from time to time. The Personnel Rules of the Court shall be fully effective and enforceable except where inconsistent with any provision of this Agreement, in which case this Agreement will control. CEMA shall be given advance notice of new and revised Personnel Rules prior to implementation, and where such Rules substantially and materially affect the working conditions of employees covered by this Agreement, the Court will discuss with CEMA the reasons for and effects of such Rules.

SECTION 1.3 Probationary Periods

Except for staff attorneys hired directly into the Legal Research Unit, each new employee shall serve a probationary period of nineteen (19) complete pay periods. Each new staff attorney hired directly into the Legal Research Unit (but not Legal Research Attorneys who are promoted to Staff Attorney pursuant to the Memorandum of Understanding in effect between the Court and the Superior Court Professional Employees Association) shall serve a probationary period of thirty-nine (39) complete pay periods and will undergo a substantive review of their work, work habits, and attitude no later than thirty (30) days before the end of their probationary period. The staff attorney must be deemed to perform work in an exceptional manner and demonstrate exceptional work habits and attitudes to pass probation. Leaves of absence shall not be credited toward completion of the employee's probationary period. Probationary employees do not have the right to appeal disciplinary actions under Article 16 (Disciplinary Actions) of this Agreement. Thereafter, an employee promoted into a new position shall serve a probationary period of thirteen (13) complete pay periods.

SECTION 1.4 Orientation

Upon promotion or hire to any classification, an employee will be furnished with the Emergency Plan flip chart specific to his or her primary location for safety information and emergency protocols. Such employee will also receive guidelines on the on-line location of the court rules of conduct, bargaining unit contracts, contact list of key court services and an organizational chart.

Within one month of promotion or date of hire, an employee will receive training as applicable in payroll procedures, emergency training, the Court's reasonable accommodations policy, workplace injury reporting process and any court applications that are required for the employee's job assignment.

**SECTION 1.5 Vacancies**

All bargaining unit members may apply for any vacant bargaining unit position which the Court intends to fill. The Court will notify CEMA-represented employees of the Court's intent to fill a vacancy in CEMA-represented classifications three (3) days before the Court posts the job recruitment.

Employees receiving a Temporary Assignment Differential (TAD) for working out of class for a period of thirteen (13) or more consecutive pay periods will, if any position in that classification becomes vacant within a year of that TAD assignment, be placed on the eligibility list for that recruitment. As between candidates who are equally qualified, preference will be given to an internal candidate over an external candidate.

**ARTICLE 2  
SALARIES**

**SECTION 2.1 Salaries**

Effective the first full pay period following ratification, the Court will provide an increase of two percent (2.0%) in regular pay.

Effective the first full pay period in February 2025, the Court will provide an increase of one percent (1.0%) in regular pay.

For the period of August 1, 2024 through July 31, 2026, the paragraph below does not apply:

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 2.2 Basic Pay Plan**

(a) Steps

Advancement from Steps 1 through 6, inclusive shall be after successful accumulation of twelve (12) months of competent service at each Step.

(b) Step "A"

The "A" Step in each classification is the minimum rate and shall normally be the hiring rate for the class. An employee hired at Step A shall remain in this step until successful completion of (19) nineteen complete pay periods, for new hires, or (13) thirteen pay periods for internal promotion.



(c) Steps for Attorneys and Mediators Only

Attorneys and Mediators have a different set of Steps, which include Step A, and Steps 1 through 4, inclusive. Advancement from Steps 1 through 4, inclusive, shall be after successful accumulation of twelve (12) months of competent service at each Step.

**ARTICLE 3**  
**RETIREMENT**

(a) Court Participation in PERS

The Court will continue to participate in the same benefit contract as negotiated by the County of Santa Clara with the California Public Employees' Retirement System ("PERS") during the term of this Agreement.

(b) Retirement Contributions

(1) "Classic employees" for purposes of this Article are those CEMA members eligible for and enrolled in the 2.5% at 55 PERS Retirement Plan.

(2) Each classic employee shall contribute to the employee (member) share of PERS a total amount of eight percent (8%) of salary.

(3) "PEPRA employees" for purposes of this Article are those CEMA members eligible for and enrolled in the 2% at 62 PERS Retirement Plan. Each PEPRA employee shall pay to PERS 50% of the normal cost rate.

(4) All contributions to PERS retirement shall continue to be as a percentage of all salary that is legally entitled to be included in calculating benefits under the PERS contract governing the Court's retirement plan, and, additionally, all employee-paid contributions shall continue to be made through a pre-tax deduction.

**ARTICLE 4**  
**INSURANCE**

The Court will continue to offer the same medical, dental, life, and vision insurance plans offered by the County of Santa Clara, with the same eligibility and participation requirements, for the duration of the Agreement as long as the County permits the Court to participate in the County's plans. In the event that during the term of this Agreement, and any extensions of this Agreement, the County provides notice to the Court that it will no longer permit participation in the County's plans, the Court and CEMA agree to re-open negotiations on this Article 4 (Insurance) only.

(a) Kaiser Co-Pay

The Court will, upon receipt of application and proper documentation, reimburse up to ten dollars (\$10) of the office visit co-pay under the Kaiser plan, and up to ten dollars (\$10) of the prescription co-pay under the Kaiser plan. If the Kaiser co-pay

reimbursement is eliminated for all other Court employees, CEMA will be so notified and have ninety (90) days before Kaiser co-pay reimbursement is eliminated for CEMA members.

(b) Retiree Health Benefit Program

Effective the first full pay period in July 2015, each CEMA member shall contribute thirty-five dollars (\$35) per bi-weekly pay period to the retiree health benefit program offered by the Court. Employees hired on or after September 1, 2017, shall not be eligible to participate in this retiree health benefit program, and therefore this contribution requirement shall not apply to such employees.

Employees hired on or after September 1, 2017, will be eligible for a special deferred compensation plan benefit as follows:

The Court will make biweekly contributions equivalent to one hundred fifty dollars (\$150) per month to an employee's account in the same deferred compensation plan offered by the County as long as the County permits continued participation in the plan by Court employees. Such contributions shall be made for all unit employees who meet all of the following qualifications:

- A. The employee was first hired by the Court on or after September 1, 2017; and
- B. The employee is a permanent full-time or permanent part-time employee regularly scheduled to work at least twenty (20) hours per week; and
- C. The employee defers on a biweekly basis an amount equivalent to a minimum of twenty-five dollars (\$25) per month to the Court deferred compensation plan; and
- D. The employee has completed, signed, and submitted to the Court the required enrollment form for the account; and
- E. The annual maximum contribution as defined under the relevant Internal Revenue Code (IRC) provision has not been exceeded (adding together both the employee's contributions and the Court's contributions) for the employee's account for the calendar year.

**ARTICLE 5**  
**STATE DISABILITY INSURANCE (SDI)**

**SECTION 5.1 Registration and Withholding**

The Court will register the employees represented by CEMA with the Employment Development Department for purposes of State Disability Insurance ("SDI") coverage. The Court through its payroll administrator shall withhold wage earner contributions

each pay period at the rate established by the Unemployment Insurance Code and forward such withholdings to the State Disability Fund.

#### SECTION 5.2 Integration of Sick Leave and STO Pay with SDI Benefits

An employee who wishes to integrate sick leave and STO pay with SDI benefits must provide the following information to the Court within one week of being disabled from work:

- (1) The date the disability or illness commenced;
- (2) The estimated duration of the disability;
- (3) A telephone number where the employee can be reached;
- (4) The election of sick leave/STO time usage during the first week of disability;
- (5) Whether the employee plans to file for SDI benefits; and
- (6) The election to integrate sick leave and STO time pay with SDI benefits.

An employee who is eligible to receive SDI benefits and who has made a timely election to integrate shall be paid a biweekly amount (accumulated sick leave/scheduled time off) which, when added to SDI benefits, is approximately equal to the employee's normal biweekly net pay after taxes. These payments shall be made on normal Court paydays.

If the employee does not notify the Court of the desire to integrate sick leave and STO pay with SDI benefits, no integration will occur. However, one time only during the disability period, the employee may elect to integrate after the initial week has passed. In such cases, integration will occur at the start of the next pay period and will be prospective only.

The employee must notify the Court of any change in status (either health or length of disability) that may affect the employee's return to work.

### **ARTICLE 6** **COURT PROGRAMS**

#### SECTION 6.1 Educational Reimbursement Program

Educational Reimbursement funds are available to reimburse employees for the successful completion of pre-approved courses, classes, conferences, professional memberships, or publications. No reimbursement will be made for such expenses not approved by the Chief Executive Officer or his/her designee prior to enrollment or commitment. The activity undertaken must be related to the employee's occupational area or have demonstrated value to the Court. With regard to the foregoing program, the Court will reimburse each employee up to three thousand dollars (\$3,000) per fiscal year (not to exceed fifty thousand dollars (\$50,000) per fiscal year for all employees) for

courses, books, travel, meals, professional memberships, lodging, seminars and conferences that are related to the employee's occupational area or are of demonstrated value to the Court. Employees will be reimbursed for up to two (2) professional membership that meets these criteria.

All approved reimbursements shall be paid within three pay periods or, if not, advance notice and an explanation will be provided to the individual. Whenever operationally feasible, pre-payment of tuition costs will be made directly by the Court, conditioned upon individual agreement for paycheck deduction if the course is not completed.

Special requests to exceed the three thousand dollars (\$3,000) annual cap may be submitted after January 1 if all then-existing reimbursement requests do not exceed twenty-five thousand dollars (\$25,000). Such special requests shall be submitted for approval to the Chief Executive Officer or designee.

#### SECTION 6.2 Public Transit Programs

(a) The Court will continue to offer Valley Transit Authority SmartPass/Clipper Card Passes to employees without cost as long as the County permits the Court to participate in the County's SmartPass/Clipper Card pass Program.

(b) The Court will reimburse an employee up to the maximum of two hundred dollars (\$200) per month for use of public transit for commuting to and from work.

(c) An employee must submit receipts of fares and certify that he or she was the person who paid for and used the transit for commuting to and from work.

(d) Should an employee utilize Court-provided parking privileges, the employee shall forego the SmartPass/Clipper Card provided in subparagraph (a), above.

(e) No later than November 15 each year, employees may notify Human Resources that they will switch their election of either Court-provided parking privileges or a SmartPass/Clipper Card. Newly hired bargaining unit members or transferred employees shall make their election upon assuming their positions.

#### SECTION 6.3 Alternate Work Schedule

CEMA represented employees may apply for alternate work schedule in six-month blocks, January 1 - June 30 and July 1 - December 31. The Court shall announce on November 1 and May 1 of every year that the application period will open for the next six-month block. Application submittals will close on November 15 and May 15. Applicants shall be notified of approval or denial no later than December 1 and June 1. All applications will be made on the Request for Alternate Work Schedule posted on the Court's Intranet.

#### **SECTION 6.4 Voluntary Reduced Work Hours**

For the term of this Agreement, the Court Executive Officer has determined to offer Voluntary Reduced Work Hours (VRWH) to CEMA-represented employees.

When the Court Executive Officer determines that the Court's staff resources permit, VRWH may be offered to CEMA-represented employees and the following provisions will apply:

(a) The Court Executive Officer or designee will identify which bargaining unit positions are eligible to participate in the VRWH, in which employees may request to have their work hours and pay reduced on a voluntary basis. With the approval of the Court Executive Officer or designee, incumbents in identified positions may request a 2.5%, 5%, 10%, or 20% reduction in pay during a six-month period.

(b) Enrollment in the VRWH will be at six-month intervals. Participating employees revert to regular full-time status at the end of the six-month period unless approval for a subsequent six-month period in the VRWH is granted by the Court Executive Officer or his/her designee. Any employee who transfers or is promoted, demoted, terminated, or otherwise vacates or reduces his or her current position during the term of the VRWH will be removed from the program for the balance of the period.

(c) Employees will be notified in writing about the specifics of the VRWH and how to apply. A signed agreement shall be required, which will set forth the specifics of participation.

#### **ARTICLE 7 TRAINING FUND**

The Court will provide in-house training for employees and will authorize attendance by employees at the Court's expense at outside classes, seminars and programs including those provided by the Judicial Council CJER programs (Center for Judicial Education and Research), as it deems necessary and to the extent the Court's budget permits.

#### **ARTICLE 8 STATE CERTIFICATES AND LICENSES**

The Court agrees to reimburse the employees for the cost of any certificates or licenses required by the State of California or the Court in order to perform job duties. The Court will also reimburse employees in attorney classifications for their annual dues to the State Bar of California. Each employee requesting reimbursement shall provide the Court with a receipt, or copy thereof, verifying payment of the annual dues, certificate, or license. The Court will reimburse each employee as soon as possible after receipt of proof of payment.

Employees in attorney, mediator and Manager, Family Court Services classifications will be entitled to reimbursement for the costs for local courses offered at reasonable cost,

and which are completed to obtain required Continuing Education Units (CEU) or Minimum Continuing Legal Education (MCLE) to maintain licensure requirements. Reimbursement requests may be submitted for costs associated with obtaining the MCLE or CEU credits necessary for licensure only. Reimbursable costs include registration, fees for the credits, mileage, and parking. Meals may be reimbursed if they are not offered as part of the course and are consistent with Court policy. Receipts are required.

All requests must be pre-approved by the division director or his/her designee. Unless it is an unusual circumstance, courses for CEU or MCLE credits should be taken locally. If this is a taxable event, employees will be required to complete the necessary documents before the reimbursement can be processed. No employee leave banks will be charged for attendance of a course required for CEU or MCLE credits.

## **ARTICLE 9**

### **ASSIGNMENT DIFFERENTIALS**

#### **SECTION 9.1 Temporary Assignment Differential**

Employees shall receive a Temporary Assignment Differential ("TAD") when assigned to perform additional higher-level duties in the absence of an incumbent.

Such assignments and eligibility for TAD must be approved in advance by the Chief Executive Officer or his/her designee. The TAD payment of approximately 10% will be made consistent with promotional pay procedures and will only apply to assignments of one (1) or more full days. When a TAD payment for higher-level duties is appropriate under this Article, it will commence on the first day of the assignment and continue for the duration of the assignment. No TAD assignment may be made to the same position for longer than twenty-six (26) pay periods. An employee assigned TAD duties must meet the minimum qualifications for the position.

The Court will notify affected employees who to contact if a manager is absent without a TAD assignment.

#### **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.

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

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) 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). 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 9.5 Lead Differential

Employees appointed by the Court to work as leads shall receive a differential of 7.5% for performing lead functions.

**SECTION 9.6 No Pyramiding of Differentials**

Differentials are applied to regular pay only. No differentials of any kind will be applied to any other differential(s) or special pay to which an individual may be entitled.

**SECTION 9.7 Service Recognition Award**

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.

**ARTICLE 10  
 STO AND SICK LEAVE**

**SECTION 10.1 Scheduled Time Off**

(a) STO Bank Accrual

Each employee shall be entitled to annual Scheduled Time Off ("STO"). STO is earned on an hourly basis. For purposes of this section, a day is defined as eight (8) work hours. The accrual schedule shall be as follows:

<b>Total Service Years and Work Day Equivalent</b>	<b>Annual Accrual in Work Days</b>	<b>Accrual Factor Per Hour</b>	<b>Accrual Factor Per Pay Period</b>	<b>Maximum Allowable Balance*</b>
1st year 1st through 261 <sup>st</sup> day	19	0.073076	5.846	57 work days
2nd year – 4 <sup>th</sup> year 262 <sup>nd</sup> – 1044 <sup>th</sup> day	21	0.080769	6.461	63 work days
5th year – 9 <sup>th</sup> year 1045 <sup>th</sup> – 2349 <sup>th</sup> day	25	0.096153	7.692	75 work days
10 <sup>th</sup> year – 14 <sup>th</sup> year 2350 <sup>th</sup> – 3654 <sup>th</sup> day	27	0.103846	8.307	81 work days
15 <sup>th</sup> year – 19 <sup>th</sup> year 3655 <sup>th</sup> – 4959 <sup>th</sup> day	29	0.111538	8.923	87 work days
20 <sup>th</sup> year – thereafter 4960 <sup>th</sup> day and	31	0.119230	9.538	93 work days

\*Base excludes holidays



(b) Pre-Scheduled Usage

Scheduled Time Off may be used for any lawful purpose by the employee; the time requested shall require the approval of management with due consideration of employee convenience and administrative requirements.

In the event an employee's supervisor does not approve vacation time for an employee sufficient to reduce the accumulated STO balance to the maximum allowable balance, the employee may take vacation as a matter of right immediately before the end of the pay period in which STO would be lost.

(c) Scheduled Time Off Bank Carry-Over

In the event an employee does not take all the STO to which he or she is entitled within twenty-six (26) pay periods, the employee shall be allowed to carry over the unused portion. The employee may not accumulate more than three (3) years' earnings except:

(1) When absent on full salary due to a work-related injury that prevents the employee reducing STO to the maximum allowable amount, or

(2) When vacation requests are denied because of extreme emergencies such as fire, flood, or other similar disasters, employees may be permitted to accrue more than three (3) years' STO earnings if approved by the Chief Executive Officer.

(d) Scheduled Time Off Bank Payoff

Upon termination, an employee shall be paid the cash value of all accrued STO as of the actual date of termination of employment.

(e) STO Cash Out

On an annual basis, employees shall be allowed to cash out up to forty (40) hours of STO with an option to cash out up to an additional sixty (60) hours of STO. Eligible employees shall submit their request to the Superior Court Human Resources Division during the month of January and payment shall be made during the month of February.

(f) Leave Requests

Supervisors have five (5) business days to approve or deny any vacation request received via the electronic payroll system. If the supervisor does not approve or deny within five (5) days, he/she shall provide a deadline for making the decision.

**SECTION 10.2 Sick Leave**

**(a) Rate of Accrual**

Each employee shall accrue sick leave on an hourly basis, computed at the rate of sixty-four (64) hours per year. Sick leave may be accrued without limitation. The accrual factor per hour is .030769 and the accrual factor per full pay period is 2.462.

**(b) Personal Usage**

All use of sick leave must be approved by management.

**(c) Family Care Usage**

An employee may be granted permission to use no more than six (6) days of sick leave per calendar year to care for a member of the employee's immediate family or to obtain a medical consultation. Subsequent days which may be scheduled in accordance with STO scheduling policies shall be charged to STO bank if necessary.

"Immediate family" shall mean the mother, father, grandmother, grandfather of the employee or of the spouse or domestic partner of the employee; and the spouse, domestic partner, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee; or any person living in the immediate household of the employee.

**(d) Medical Verification**

The Court may require supporting statements from an accredited physician for absences where sick leave is used.

**(e) Sick Leave Bank Pay Off**

Upon death, retirement or resignation in good standing, an employee shall be paid for any balance in the sick leave bank at the following rate:

<b>Days of Service</b>	<b>Percentage Paid At</b>
0 through 2610	0%
2611 – 2871	20%
2872 – 3132	22%
3133 – 3393	24%
3394 – 3654	26%
3655 – 3915	28%
3916 – 4176	30%
4177 – 4437	32%
4438 – 4698	34%
4699 – 4959	36%
4960 – 5220	38%
5221 – 5481	40%

5482 – 5742	42%
5743 – 6003	44%
6004 – 6264	46%
6265 – 6525	48%
6526 – Accumulation	50%

At retirement an employee may, at his or her option, convert accrued but unused sick leave to credit one month of the employee’s medical premium for each day of sick leave accrued.

(f) Reinstatement Pay Back

Employees receiving a sick leave bank payoff in accordance with Section 10.2(e) may, if reinstated within one (1) year, repay the full amount of sick leave bank payoff received and have the former sick leave bank balance restored. Repayment in full must be made prior to reinstatement.

**SECTION 10.3 Bereavement Leave**

A leave of absence with pay of up to five (5) days shall be granted to an employee to discharge the customary obligations arising from the death of a member of the employee's immediate family. "Immediate family" shall mean the mother, father, grandmother, grandfather, son or daughter of the employee, the employee's spouse, or the employee's domestic partner; the spouse, stepparent, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, or grandchild of the employee; or any person living in the immediate household of the employee.

**SECTION 10.4 Paid Administrative Leave**

The Court shall notify CEMA when a CEMA-represented employee is placed on Paid Administrative Leave (PAL). Employees on PAL continue to accrue paid time off (STO and sick leave). In addition, in circumstances where an employee on PAL is required during PAL to be available for interviews, work assignments, or other contact by the Court, the time on PAL will also count toward the one thousand two hundred and fifty (1,250) hours necessary to qualify for FMLA.

**SECTION 10.5 Parental Leave**

After the birth or adoption of a child, an employee may take up to six (6) months of Parental Leave. Parental Leave may be extended for up to an additional six (6) months with the approval of the Court Executive Officer, provided the request for extension is made at least one (1) month before the expiration of the first period of Parental Leave. A request for an extension shall only be denied for good cause. Parental Leave shall run concurrently with family care and medical leave and pregnancy disability leave, as applicable. Employees may substitute accrued STO for unpaid Parental Leave.

## **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 12<sup>th</sup>
- Third Monday in February
- March 31<sup>st</sup> (Cesar Chavez Day)
- Last Monday in May (Memorial Day)
- June 19<sup>th</sup> (Juneteenth)
- July 4<sup>th</sup>
- First Monday in September
- Fourth Friday in September (Native American Day)
- November 11<sup>th</sup>
- Fourth Thursday in November (Thanksgiving Day)
- The Friday following Thanksgiving Day
- December 25<sup>th</sup>

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

## **ARTICLE 12 MILITARY LEAVE**

The provisions of the Military and Veterans Code of the State of California shall govern the military leave of employees.

Any regular or provisional employee shall be allowed time off with no loss in pay for the time required to receive a physical examination or re-examination as ordered by provisions of a national conscription act or by any branch of the national or state military services.

Every employee who has been called to active military duty in direct connection with an armed conflict, after exhausting salary or compensation to which he or she is entitled to under the California Military and Veterans Code, shall be entitled to salary augmentation of up to one hundred percent (100%) of his or her regular Court base salary in combination with military pay for a period not to exceed 365 calendar days (one year) while engaged in the performance of ordered active military duty. Employees with single coverage shall not be entitled to medical, dental, vision, life insurance or other benefits.

Employees who have family coverage shall be entitled to medical, dental and vision care coverage, with such premiums as customarily paid for by the Court, concurrent with the period that employee is on the partial salary continuation plan.

As used in this section, the term "employee" means an employee who:

(1) is ordered into active military duty as a member of a reserve component of the armed services of the United States;

(2) is ordered into active federal duty as a member of the National Guard or Naval Militia;

(3) enlists, enters, or is otherwise called into active duty as a member of the Armed Forces of the United States.

### **ARTICLE 13** **MANAGEMENT LEAVE**

Salaried CEMA-represented employees are exempt from the Fair Labor Standards Act 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 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 CEMA-represented employees shall be credited annually, the first pay period of each fiscal year, with a pro-rated allotment of Management Leave. An 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.

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

Management 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 and need not state a reason when requesting Management 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 and the date by which all remaining Management leave for the year must be used.

Management Leave is 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 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 annual allotment.

## **ARTICLE 14** **LAYOFF PROCEDURES**

### **SECTION 14.1 Seniority Defined**

For purposes of layoff, seniority is defined as the date of hire as a regular employee or conversion to a limited term employee with the Court, as well as time served as a regular employee with the former Santa Clara County Municipal Court and the County Clerk's Office prior to unification. The employee who has been employed as a regular employee the least amount of time with the Court, inclusive of any regular status employment with the former Santa Clara County Municipal Court and the County Clerk's Office prior to unification, shall be laid off first. Ties shall be broken by all hours accrued with the Court (including the former Santa Clara County Municipal Court, the Santa Clara County Superior Court, and the County Clerk's Office). The laid off employee may exercise displacement rights ("bumping") in accordance with Section 14.6(b) below.

### **SECTION 14.2 Effect of Leaves of Absence on Seniority Rights**

Employees shall not accrue additional days of service and date of hire shall be adjusted for an unpaid leave of absence of longer than one (1) full pay period, except for time spent on FMLA, pregnancy disability leave, workers' compensation leave, and military leave.

### **SECTION 14.3 Reclassifications/Title Changes**

No one shall lose seniority as a result of reclassification, title change or merging of classifications.

### **SECTION 14.4 Order of Layoff**

When one (1) or more employees in the same job classification are to be laid off, the order of layoff shall be in inverse order of seniority as follows:

- (a) Extra Help employees;
- (b) Probationary employees; and
- (c) Non-probationary employees based on seniority described in Section 14.1 (Seniority Defined) above.

### **SECTION 14.5 Notice of Layoff**

(a) In the event of a layoff, the Court shall notify CEMA in writing no less than thirty (30) working days prior to the effective date of the layoff. The Court shall determine the timing of layoffs, the number of employees to be laid off, and in which job classification(s) layoffs will occur.

(b) Employees shall be given at least twenty (20) working days' written notice prior to the effective date of layoff. The procedures listed below shall be applied prior to the effective date of the layoff.

#### SECTION 14.6 Reassignment in Lieu of Layoff

##### (a) Inplacement

In the event of layoff(s), the Court and CEMA will attempt to identify transfers and/or demotions available to laid-off individuals on a voluntary basis prior to exercise of displacement rights ("bumping"). Transfers and/or demotions shall be limited to available positions only (a vacant position which the Court, in its sole discretion, has determined to fill in order to meet operational needs). To be eligible for inplacement, an employee must meet the minimum qualifications for the transfer or demotion position. Inplacement under this Section 14.6(a) will exempt the employee from serving a probationary period in the transfer or demotion to an available position.

##### (b) Displacement

If the employee and the Court cannot agree to an inplacement position in accordance with Section 14.6(a) above, or there are no available positions as defined in Section 14.6(a) above, the employee may exercise displacement rights ("bumping"). An employee with previous regular status in a classification shall have the right to claim such position in the most recently held classification by displacing the least senior person where the employee has seniority greater than at least one or more persons in that classification. The person displaced will then have rights under this Article.

##### (c) Lower Level Positions

In the event that an employee does not have enough seniority to claim a position under Section 14.6(b), the provisions of that section shall be applied to each subsequent lower level classification in which regular status was formerly held.

#### SECTION 14.7 Layoff

In the event that an employee is not reassigned in lieu of layoff as provided in Section 14.6 (Reassignment in Lieu of Layoff), the employee shall be laid off. If an employee elects not to exercise the rights in Section 14.6(b), he or she may be deemed to have been offered and to have declined such work.

#### SECTION 14.8 Recall

If the Court determines to fill a vacancy for a job classification from which employees have been laid off during the preceding twenty-four (24) months, the Court will fill the vacancy by recalling employees laid off from that position in reverse order of layoff. The Court will forward a notice of recall to the employee's last known address, with a copy to CEMA, which together satisfies the Court's notice obligation under this Section. The

employee must, within ten (10) working days of such notice, notify the Court of his or her intent to return to work on the date specified in the recall notice and thereafter return to work on that date. An employee recalled to work shall have all rights acquired prior to layoff restored. An employee will forfeit all recall rights by refusing to accept an offer of re-employment within the same classification of an equal number of hours per week.

#### SECTION 14.9 Extra Help Work for Laid-Off Employees

Laid-off employees who elect to be available for Extra Help work shall be given preference for Extra Help work in the classification from which they were laid off or any other Extra Help position for which they qualify. Laid off employees who elect to be available for Extra Help work in the classification from which they were laid off, or any other Extra Help position for which they qualify, will be offered Extra Help work in order of highest seniority, as defined in Section 14.1 (Seniority Defined) above. The election to be available for Extra Help work may be made at the time of layoff, or in writing at any time. Laid off employees may decline to be available for Extra Help work or may decline such work itself without affecting any rights under this Article. However, a laid off employee who declines an offer of Extra Help work two times will be deemed to have rescinded the election to be available for Extra Help work and will not be contacted for future Extra Help opportunities.

#### SECTION 14.10 Seniority In Other Bargaining Units

It is expressly acknowledged that the definition of seniority as set forth in Section 14.1 (Seniority Defined) above, and other relevant provisions of this Agreement, may differ from relevant provisions of agreements and/or memoranda of understanding (MOU) which apply to other bargaining units.

In the event that an employee may wish to "bump" or otherwise be eligible to hold a position in another bargaining unit, all matters related to employment in classifications of another bargaining unit (including, but not limited to, bumping and seniority rights) will be determined in accordance with the provisions of the agreement or MOU applicable to that other bargaining unit.

#### 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 one and one-half days per pay period nor to exceed 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 fiscal year in which the Court implements furloughs, it shall not lay off CEMA-represented employees. In any fiscal year in which the Court lays off CEMA-represented employees, it shall not furlough.



**ARTICLE 15**  
**GRIEVANCE PROCEDURE**

**SECTION 15.1 Grievance Defined**

(a) Definition

A "grievance" is defined as an alleged violation, misinterpretation or misapplication of the provisions of this Agreement, or an alleged violation, misinterpretation or misapplication of the provisions of the Court's Personnel Rules (including the Code of Ethics) resulting in adverse consequences to an affected employee. Matters excluded under Section 15.1(b) shall not be subject to the grievance provisions of this Article.

(b) Matters Excluded from Consideration Under the Grievance Procedure

- (1) Performance Evaluations/Management Planning and Appraisal Reports;
- (2) Release of probationary employees;
- (3) Position classification;
- (4) Workload/caseload;
- (5) Items requiring capital expenditures;
- (6) Items within the scope of representation that are subject to the "meet and confer process";
- (7) Items excluded by California Rule of Court 10.654 and as revised;
- (8) The appropriateness of the Personnel Rules of the Court (including the Code of Ethics); and
- (9) Items arising under the Preamble to this Agreement.

**SECTION 15.2 Grievance Presentation**

- (a) Employees shall have the right to present their own grievances. Grievances may also be presented by CEMA.
- (b) CEMA shall receive copies of grievances and responses.
- (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 it is alleged that the settlement violates an existing rule, memorandum of understanding, or this Agreement.

### SECTION 15.3 Informal Resolution of Grievance

The employee shall discuss any potential grievance with his or her immediate supervisor within ten (10) days after the occurrence or discovery of the alleged grievance to attempt to resolve the matter without the need for a formal grievance. The supervisor shall give his or her decision to the employee in writing within ten (10) working days after their discussion. Any informal resolution of a grievance at this step must be in accordance with the provisions of this Agreement and shall not set precedent.

### 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 day 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.
- (b) The grievance form shall contain information identifying:
- (1) The aggrieved;
  - (2) The specific nature of the grievance;
  - (3) The time and place of its occurrence;
  - (4) The provision(s) of this Agreement alleged to have been violated, improperly interpreted, applied or misapplied;
  - (5) The consideration given or steps taken to secure an informal resolution; and
  - (6) The corrective action desired.
- (c) The Chief Executive Officer or his/her designee shall, within twenty (20) working days of receipt of the formal grievance, investigate the matter and convey a decision to the aggrieved in writing with a copy to CEMA. If a grievance is filed by an employee who reports directly to the Chief Executive Officer concerning the Chief Executive Officer's acts or omissions, the investigation into the matter and subsequent decision shall be made by a member of the Courts Executive Management who has no direct involvement in the matter.
- (d) The decision of the Chief Executive Officer or his/her designee, if unsatisfactory to both the employee and CEMA, may be subject to request that the grievance be referred to an impartial arbitrator, pursuant to Section 15.5 below. The request for arbitration shall be directed in writing to the Chief Executive Officer and must be made

within twenty (20) working days of the Chief Executive Officer's decision. A pre-arbitration meeting shall be held at the request of either party, at which the employee may be accompanied by a representative from CEMA.

(e) If no request for arbitration is made within the foregoing time period, the decision of the Chief Executive Officer or his/her designee shall be final and binding. A failure to timely request arbitration shall be deemed a waiver of that right.

#### SECTION 15.5 Arbitration

No grievance shall be arbitrated without the written concurrence of CEMA. Within forty-five (45) calendar days of the receipt of the request for arbitration, the Court and CEMA shall select an arbitrator. The arbitrator shall be selected by mutual agreement or by striking from the panel of arbitrators set forth below. The arbitrator shall be a member of the National Academy of Arbitrators and must have experience in labor-management and employment matters. The decision of the arbitrator shall be final and binding.

The fees and expenses of the arbitrator (including transcription fees) shall be borne equally by CEMA and the Court; and each party shall bear its own arbitration expenses.

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

Katherine Thomson  
Carol Vendrillo  
Monica Colandres  
Najeeb Khoury  
Norman Brand

### **ARTICLE 16** **DISCIPLINARY ACTIONS**

#### SECTION 16.1 Discipline Defined

(a) Definition:

Discipline is intended to correct conduct and performance to meet the expectations of the position and the workplace. Discipline is intended to be applied in a progressive manner; however, it is the right of the Court to impose more severe discipline without prior lower levels of discipline when the circumstances warrant such action. Lower levels of discipline—Verbal Counseling, Written Counseling, and/or Unfavorable Reports—are not subject to appeal.

#### 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, with a copy to CEMA delivered to its designated address.

Administrative Review (*Skelly v. State Personnel Board*). The Court's Chief Executive Officer will designate a review officer to conduct an administrative review of any proposed suspension, demotion, and/or termination of a regular status employee. The employee may elect to have CEMA representation present when providing the review officer with any verbal or written information during the scheduled review. After the administrative review, the Chief Executive Officer may either affirm or modify the proposed disciplinary action. Notice of the final determination as a result of the Chief Executive Officer review will be delivered to the employee, with a copy to CEMA delivered to its designated address.

Appeal of Disciplinary Action. If the employee is not satisfied with the written decision of the Chief Executive Officer in a disciplinary action involving a suspension, demotion, and/or termination, the employee or CEMA may appeal the written decision to an impartial arbitrator, with or without the consent of CEMA. The appeal must be filed within fifteen (15) working days of the date of the Chief Executive Officer's written decision. The arbitration will be conducted in accordance with Section 16.3 below. The appeal of disciplinary action to arbitration will not prohibit the parties from engaging in further discussion and efforts toward resolution in advance of arbitration if mutually desired.

### SECTION 16.3 Arbitration

Within forty-five (45) calendar days of the receipt of the request for arbitration, the Court and CEMA shall select an arbitrator. The arbitrator shall be selected by mutual agreement or by striking from the panel of arbitrators set forth below. The arbitrator shall be a member of the National Academy of Arbitrators and must have experience in labor-management and employment matters. The decision of the arbitrator shall be final and binding.

The fees and expenses of the arbitrator (including transcription fees) shall be borne equally by CEMA and the Court; and each party shall bear its own arbitration expenses. In the event that an employee pursues arbitration without the agreement of CEMA, the fees and expenses shall be borne equally by the employee and the Court; and each party shall bear its own arbitration expenses.

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

Katherine Thomson  
Carol Vendrillo  
Monica Colandres  
Najeeb Khoury  
Norman Brand

## **ARTICLE 17** **PERSONNEL FILES**

### **SECTION 17.1 Maintenance of Files**

The Court shall maintain a personnel file for each employee. Employees shall have the right to review their personnel files at reasonable times and intervals, or to authorize review by their representative at reasonable times and intervals. No adverse material may be placed into an employee's personnel file without a copy also being furnished to the employee at the same time.

### **SECTION 17.2 Additional Material**

Employees shall have the right to respond in writing to adverse material placed in their personnel files and to have their written response placed in the file. In addition, employees may place in their personnel files a reasonable amount of correspondence originating from other sources that is directly related to their job performance.

### **SECTION 17.3 Length of Time in File**

- (a) Reports of unfavorable performance or conduct shall be removed from an employee's personnel file after two years, provided no additional reports have been issued during that period. Reports involving gross misconduct, immoral conduct or a criminal act shall not be removed from the file.
- (b) Materials relating to suspensions that have become final will be removed from an employee's personnel file after eight years, provided no other suspensions have occurred during the eight-year period. Suspensions for gross misconduct, immoral conduct, or a criminal act shall not be removed from the file. Materials relating to disciplinary actions recommended but not taken, or disciplinary actions overturned at any step or on appeal, shall be removed from the file immediately.
- (c) Reports of unfavorable performance or conduct and materials relating to suspensions may be removed from an employee's personnel file sooner than provided in this section by agreement of the Court and the employee.

### **SECTION 17.4 Anonymous Complaints**

No anonymous complaints/comments may be used in any adverse action against an employee. Complaints/comments that are signed or identified may be used for individual/group training or employee evaluations, or as a basis for disciplinary action.

## **ARTICLE 18** **CLASSIFICATION REVIEW PROCESS**

Bargaining unit employees may submit requests for classification review between March 1 and April 1 annually. 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.

## **ARTICLE 19 COMPACTION**

1. The parties agree that compensation compaction is to be avoided between a supervisory classification and its subordinate classification(s). Compensation compaction will be addressed when the Court determines that a supervisory classification is not compensated appropriately above subordinates for performance of supervisory duties.
2. A "supervisor" for these purposes is limited to those classifications whose duties include assigning work, monitoring and enforcing attendance requirements, adjusting minor workplace grievances, disciplining or effectively recommending discipline, and making effective recommendations on hiring or retention of subordinate employees.
3. Generally, this difference between a supervisor and subordinate should be maintained at approximately 10% between straight-time regular pay of the classifications compared, without consideration of differentials or contributions to benefit costs. Where the subordinate possesses specialized skills (such as a CSR) not possessed by the supervisor, however, compaction will not be addressed.
4. If the 10% standard is not met for a period of more than six continuous months, the affected unit member may notify the Court Human Resources Director or designee, who will undertake a compaction review.
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.
6. Any compaction adjustment may be reversed, and pay will revert to the original level, when the compaction no longer exists.

7. The CEMA representative will be notified of any requests for compaction review and any compaction adjustments.
8. This Article is not subject to the grievance procedure.

**ARTICLE 20**  
**FULL AGREEMENT**

It is understood this Agreement represents a complete and final understanding on all negotiable issues between the Court and CEMA. All statutory, constitutional, and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Court, including but not limited to the right to issue and revise Personnel Rules from time to time, subject to the provisions of Section 1.2(d).

The Court's failure to exercise any right, prerogative, or function in a particular way shall not be considered a waiver of the Court's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement. This Agreement supersedes all previous memoranda of understanding or memoranda of agreement between the Court and CEMA except as specifically referred to in this Agreement. The parties, for the term of this Agreement, voluntarily and unqualifiedly agree to waive the obligation to negotiate with respect to any practice, subject or matter not specifically referred to or covered in this Agreement even though such practice, subject or matter may not have been within the knowledge of the parties at the time this Agreement was negotiated and signed.

**ARTICLE 21**  
**SAVINGS CLAUSE**

If any provision of this Agreement should be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such provision.

**ARTICLE 22**  
**TERM OF AGREEMENT**

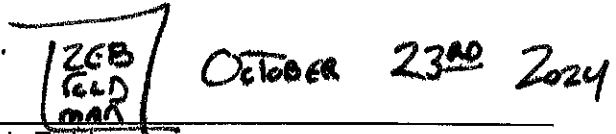
This Agreement shall become effective immediately after midnight of August 1, 2024 and shall continue in full force and effect until midnight of July 31, 2026 and from year to year thereafter; provided, however, that either party may serve written notice on the other of its desire to terminate this Agreement or amend any provision thereof at least sixty (60) days before the expiration date of the Agreement.


DATED: October 23, 2024

For Superior Court of California,  
County of Santa Clara

For CEMA

  
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Douglas N. Freifeld


  
\_\_\_\_\_  
Zeb Feldman

  
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Lisa Herrick

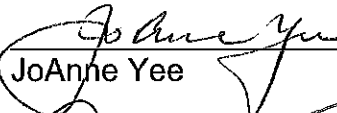
George W. McElroy

  
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Alicia Vojnik

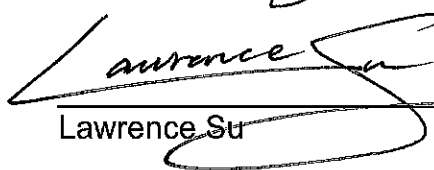
  
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