

## TENTATIVE AGREEMENT

Superior Court Professional Employees Association (SCPEA)  
and  
Superior Court of California, County of Santa Clara

August 12, 2016

The parties agree to a labor contract with the following specifics, and as shown in detail on the attached revised labor contract.

1. Contract Term: Labor contract expires February 28, 2018.

2. Wage Increases:

a. Effective the first full pay period following ratification:  
5.5% Increase in Salary.

b. Effective the first full pay period in November 2016:  
5.0% Increase in Salary.

c. Effective the first full pay period following ratification:  
5.0% (five percent) Step Increase as follows:

All bargaining unit members at the top step of their current classification who as of the date of ratification, have at least six years' employment service in the Court shall be placed on a new higher salary step with the same 5.0% interval increase as between existing steps. This increase shall be prospective only, no retroactive application.

d. If either or both of the following occur, then SCPEA bargaining unit members shall receive the greater of either of the following:

i. State funding: If the approved and signed State Budget for FY 2017-18 funds a Cost of Living percentage increase for all trial court employees, SCPEA members shall receive the same percentage increase to base pay, beginning the first full pay period in Fiscal Year 2017-18.

Or

ii. Me too: If during the term of this labor contract, the Court enters into an agreement with CEMA or SEIU that includes a net percentage across-the-

board wage increase applicable to all CEMA or SEIU bargaining unit members, then SCPEA bargaining unit members shall receive the same net percentage across-the-board wage increase, effective the same full pay period the increase is effective for the bargaining unit members of the other unit(s). "Net percentage across-the-board wage increase applicable to all CEMA or SEIU bargaining unit members" means an effective across-the-board wage increase applicable to all bargaining unit members of the other unit(s) which is net of any offsetting across-the-board contribution to wages and/or benefits, or any other financial concession, that is included in such agreement(s) with the other unit(s). Expressly excluded from this me-too are any differentials, any salary steps, or any remuneration increasing pay to only a subset of the bargaining unit members in either of the other units.

3. Increase in pay differentials:

Effective the first pay period following ratification:

- a. Increase Lead Differential to 7.5% (currently 6%)
- b. Increase Training Differential to 7.0% (currently 6%)
- c. Increase Bilingual Differential to \$150/mo. (currently \$120/mo.)

4. Classification pay survey among local courts:

Within six months of ratification:

Parties jointly to cooperate in conducting class and compensation study among Bay Area Courts, and promptly meet and confer regarding results of study.

5. Increase annual maximum for educational reimbursement:

Effective the first pay period following ratification:

- i. Increase to \$1,500 (currently \$1,000)
- ii. Other language changes, including improvements to reimbursement process and elimination of some make-up time requirements, see Article 13, attached.

6. Pension contribution changes:

a. Effective first full pay period following ratification:

- i. Employees currently contributing 2% (pre-Oct. 3, 2011 hires) increase contribution by 3 points, to 5%.
- ii. Employees currently contributing 4% (post-Oct.3, 2011 hires) increase contribution by 1 point, to 5%.
- iii. "PEPRA employees" (post-1/1/13 hires without previous public pension participation), in 2% at 62 PERS plan & pay 50% of normal cost rate per statute, no further increase in contribution.

b. Effective first full pay period in November 2016:

- i. All employees then contributing 5%, increase contribution by 3 points, to 8%
- ii. "PEPRA employees" – no change

7. Retiree health:

a. Effective the first full pay period in September 2016:

Employees contribute \$10.00 (ten dollars) per biweekly pay period to the Retiree Health Benefit Program.

b. Effective the first full pay period in September 2017:

Employees change contribution from \$10 to \$15.00 (fifteen dollars) per biweekly pay period to the Retiree Health Benefit Program.

8. Changes to Union Stewards & Negotiations Committee article:

Language changes as tentatively agreed upon by SCPEA and the Court on 6/6/16; see changes to Article 5, attached.

9. Changes to No Discrimination article:

See changes to Article 2, attached.

10. Agency Shop article:

*Conditioned upon SCPEA's written notice to the State Mediation and Conciliation Service that SCPEA is withdrawing its petition in SMCS case 16-1-44:*

See changes to Article 4, attached.

11. Changes to Personnel Actions article:

See changes to Article 7, attached:

- i. Reduction in time suspension materials will remain in personnel file;
- ii. Improvement in probationary period language;
- iii. Changes to language regarding counselings and suggestions for corrective action;
- iv. Option of pay reduction in lieu of disciplinary suspension.

12. Changes to Hours of Work article:

See changes to Article 11, attached.

13. Changes to Leaves article:

See changes to Article 12, attached.

14. Changes to Vacation article:

Changes to vacation scheduling; see changes to Article 14, attached.

15. Changes to Benefits article:

Miscellaneous language changes and assurances; see Article 16, attached.

16. Changes Fitness for duty article:

See Article 18, attached.

17. Changes to Personnel Selection and Transfer article:

See Article 20, attached.

18. Changes to Personnel Rules, etc., article:

See Article 21, attached.

**The parties agree to recommend this Tentative Agreement to their respective constituents.**

**SO AGREED. August 12, 2016**

**For SCPEA:**

**For Santa Clara Superior Court:**

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