

**Court Counter Proposal No. 3**  
**Presented: November 5, 2020**

Policy Statement

The Ventura Superior Court, County of Ventura is implementing a Mandatory Time-Off Program (MTO), also referred to as mandatory furlough, as one of several measures to achieve cost savings for Fiscal Year 2020-2021. The Mandatory Time-Off Program calls for all employees covered by the Memorandum of Agreement (MOA) between the Superior Court of California, County of Ventura and the Service Employees International Union Local 721, to take fourteen (14) furlough days during Fiscal Year 2020-2021.

Beginning on December 13, 2020, four (4) additional mandatory furlough days will be added to the previous fourteen (14) days of MTO; for a total of eighteen (18) days in Fiscal Year 2020-2021.

Program Application

This MTO agreement applies to all Service Employees International Union, Local 721 regular full-time, part-time, fixed-term, probationary and provisional court employees (hereafter, referred to as "employee").

~~The Budget Act of 2020 allows up to \$150 million to be restored to the judicial branch budget, should California receive an additional \$14 billion of flexible federal funding by October 15, 2020. In addition, given the continued uncertainty of state General Fund revenues, there may be additional reductions required by the Governor and Legislature later this fiscal year.~~

The Court will notify SEIU Local 721 in the event that additional revenue is received by the Court from the flexible federal funding, or there are additional reductions to the Court's budget. ~~The Court will also notify SEIU Local 721, if the Court is unable to offset the \$75,000 shortfall discussed in July 30, 2020 MTO negotiation session.~~ Either party may reopen negotiations to discuss potential budget restoration or additional reductions.

How MTO Shall be Used

MTO shall be taken on ~~fourteen (14) of~~ the following eighteen (18) Limited Court Closure Days, designated by the Presiding Judge and the Chief Executive Officer.

Fiscal Year 2020 - 2021 Limited Court Closure Days	
Wednesday, September 30, 2020	Friday, January 15, 2021
Wednesday, October 21, 2020	Thursday, February 11, 2021
Wednesday, November 18, 2020	Wednesday, March 10, 2021
Wednesday, November 25, 2020	Wednesday, March 17, 2021
Wednesday, December 16, 2020	Wednesday, April 21, 2021
Wednesday, December 23, 2020	Wednesday, May 5, 2021
Thursday, December 24, 2020	Wednesday, May 19, 2021
Wednesday, December 30, 2020	Wednesday, June 9, 2021
Thursday, December 31, 2020	Wednesday, June 23, 2021

There will be reduced staffing on all of the Limited Court Closure Days listed above to handle the reduced calendars and services of the Court. Employees who are required to work on a Limited Court Closure day, will have their MTO rescheduled to an alternative date; which will be pre-determined by the manager and/or supervisor of each unit, in accordance with California wage and hour law.

~~Employees will be required to use annual leave or Leave Without Pay (LWOP) on the remaining four (4) Limited Court Closure Days that are not designated as MTO. With the approval of Court Administration, employees may be scheduled to work on a non-MTO Limited Court Closure day; to the extent the Court is able to accommodate without impairing the Court's business needs.~~

Fiscal Year 2020-2021 mandatory furlough days must be taken by Saturday, June 26, 2021. The Court reserves the right to evaluate the days designated as MTO or Limited Court Closure, depending on the business needs of the Court.

#### Paid Time Considerations

The mandatory furlough days, and corresponding reduction in pay, will have no impact on payments by the Court or employees toward benefits premiums, the level of benefits, leave accruals, anniversary dates, probationary periods or length of service. MTO will not impact service credit, flex credit, retirement benefits, annual leave accruals, holiday eligibility, pay incentives, merit eligibility, probation, seniority status for layoff, annual leave accrual changes, or other employment-related benefits.

Mandatory furlough days will be without pay, and without the use of annual leave, admin leave or bereavement leave.

#### Program Administration

The administration of the MTO program is subject to compliance with Ventura County Employee Retirement Association (VCERA), County Payroll requirements, and IRS rules and regulations.

#### Payroll Administration

The mandatory furlough deductions will be for fourteen (14) days during Fiscal Year 2020-2021, based on the employee's regular work schedule. Payroll deductions will begin on the pay period beginning August 23, 2020 through the pay period ending June 26, 2021. When mandatory furlough days are taken, they will reflect as earnings on paychecks similar to annual leave, using a separate payroll code. Each pay period will reflect a payroll deduction equal to approximately 4.87 hours for full-time employees. As a result of the additional four (4) days of MTO, the biweekly payroll deduction will change from 4.87 hours to approximately 7.16 hours per pay period for each full time employee, effective December 13, 2020, through the remainder of Fiscal Year 2021. Part-time employees MTO hours will be pro-rated based on the employee's regular work schedule. Furlough deductions will be pre-tax.

#### Reconciliation of Furlough Calculations

MTO calculations will be reconciled for employees who terminate their employment, or when an employee takes a paid or unpaid leave of absence, during Fiscal Year 2020-2021. The employee will reimburse the Court, or the Court will reimburse the employee, for any differences between accrued MTO (payroll deductions) and actual MTO time taken.

Employees who previously submitted a Voluntary Time-Off (VTO) request for Fiscal Year 2020-2021, will have the previously approved VTO hours, earnings and deductions adjusted accordingly to MTO.

#### Employees on Leaves of Absence

MTO is not available to employees who are on a paid or unpaid leave of absence; therefore, they are not able to use MTO hours to coordinate leave benefits.

### Holidays

A MTO day scheduled on the day before or after a holiday does not prevent the employee from receiving holiday pay. Rescheduled MTO, on a day before or after a holiday, will be considered based on the needs of the Court and applied equitably.

If the Limited Court Closure day falls before or after a holiday, any employee who uses any amount of Leave Without Pay (LWOP) on that day, rather than MTO or annual leave, will not receive holiday pay.

### Overtime

Furlough time will not be considered as time worked for overtime purposes. Exempt employees will lose their exempt status during a workweek in which they take a furlough day and are entitled to overtime pay for time worked in excess of forty hours in that work week.

## **ARTICLE 9 BENEFITS PROGRAM**

Section 1 COURT CONTRIBUTION: For the purposes and terms of this Agreement, the Court and SEIU agree that the Flexible Benefits Program as provided by the County will apply and be offered to Court employees.

- A. ~~Eligible Full-time and part-time~~ employees will be covered by the Flexible Benefits Program (Cafeteria Plan). ~~Effective June 27, 2021, Subject to terms and conditions of the plan document,~~ the Court shall contribute an amount ~~each not to exceed \$460.00 per~~ biweekly pay period towards the Cafeteria Plan, in accordance with the terms and conditions of the plan document; for each full-time employee, effective December 16, 2018.

#### Flexible Credit Allowance

<u>Plan Tier</u>	<u>Full-time</u>	<u>Part-time</u>
<u>Employee Only</u>	<u>\$480</u>	<u>\$430</u>
<u>Employee + One</u>	<u>\$520</u>	<u>\$463</u>
<u>Employee + Family</u>	<u>\$570</u>	<u>\$507</u>

~~The Court shall contribute an amount not to exceed \$470.00 per biweekly pay period towards the Cafeteria Plan for each full-time employee effective December 15, 2019.~~

- B. Flexible credits for enrolled part-time employees shall be established on a separate basis from full-time employees. ~~For each enrolled part-time employee, and subject to the conditions of the plan document, the Court shall contribute an amount not to exceed \$410.00 per biweekly pay period towards the Flexible Benefits Program, effective December 16, 2018.~~ For purposes of this Article only, part-time employees shall be defined as those who work no fewer than forty (40) hours but less than sixty (60) hours per biweekly pay period.

~~The Court shall contribute an amount not to exceed \$420.00 per biweekly pay period towards the Cafeteria Plan for each part-time employee effective December 15, 2019.~~

~~No later than September 14, 2020, either party has the ability to reopen the Agreement for the purpose of discussing additional Court contributions to the Flexible Benefits Program (Cafeteria Plan) for each full-time and part-time employee.~~

Section 2 CONTINUATION OF HEALTH PLAN: It is the Court's intent to fully comply with the provisions of the Federal Family Medical Leave Act (FMLA), the California Family Rights Act (CFRA) and the Pregnancy Disability Leave Act (PDL). Should an employee exhaust his or her annual leave/sick leave and go on medical or maternity leave of absence without pay, the Court agrees to continue to make its contribution to the Flexible Benefits Program in accordance with applicable laws, provided, however, that any such biweekly period covered pursuant to this provision shall be credited towards, and not considered in addition to, any requirement of the FMLA, CFRA, or PDL. The Court's contributions towards reimbursement accounts or cash options in the Flexible Benefits Program will not continue during such leaves of absence. The number of hours of compensation upon which payment of this premium is based shall be the number of hours in the employee's regular work schedule in the pay period immediately preceding the placement of the employee on leave of absence without pay.

Section 3 BENEFIT PLAN CHANGES: The Court agrees to investigate other health benefit programs that are comparable to the existing plan and cost-efficient to the Court and Court employees. Should health benefit programs become available that are comparable and cost-efficient to the parties, the Court will transfer employees out of the current Flexible Benefits Program and into a new Flexible Benefits Program.

Section 4 STATE DISABILITY INSURANCE (SDI): The parties agree to continue participation in the employee paid State Disability Insurance Program (SDI) pursuant to applicable State regulations and the following provisions:

- A. For purposes of this Section only, the term "employee" shall include regular employees assigned to Court job classifications. This inclusion in the SDI program will not confer any representation rights to temporary help employees or alter in any way the definition of "employee" in the Court's Personnel Rules and Regulations or this Memorandum of Agreement.
- B. If a bargaining unit chooses to withdraw from SDI after the required two (2) years, membership must present a majority petition indicating such desire.
- C. This program shall be administered by the Court.
- D. Per State regulations, benefits for employees not previously covered by SDI shall become effective approximately seven (7) months after enrollment.

**ARTICLE 24**  
**ADDITIONAL EMPLOYEE BENEFITS**

Section 1     DEFERRED COMPENSATION: Employees in the units covered by this agreement may participate in the County of Ventura's Deferred Compensation Program as offered through the Court. Employees who participate in the 401(k) Plan may contribute the maximum amount allowed under the County's plan but must contribute at least one and one-half percent (1.5%) of salary and the Court shall match one and one-half percent (1.5%).

Effective August 9, 2009, employees eligible for, and who participate in the 401(k) Plan may contribute the maximum amount allowed under the County's plan. For employees who contribute at least one and three quarter percent (1.75%) of hourly rate of pay/salary, the Court shall match one and three quarter percent (1.75%).

The Court's 401(k) matching contribution for employees will be suspended ~~from effective August 23, 2020 through September 18, 2021.~~ Restoration of the Court's 401(k) matching contribution will be made in the event the Court receives reimbursement from the Judicial Council for the June 27, 2021 increased Flexible Credit Allowance. The effective date of the restoration will be the pay period following the following receipt of funds from the Judicial Council.

Section 2     SERVING AS WITNESS: No deductions shall be made from the wage of a regular employee for an absence from work when subpoenaed to appear in court as a witness, other than as a litigant. Mileage and other actual expense reimbursement received as a result of service as a witness may be retained by the employee. Any fee or compensation for the service itself must be returned to the Court for any days absent for which the employee received wages for a day worked, except that if such service occurred during the employee's vacation or other authorized leave of absence, then the employee may retain the fee or compensation paid for such service.

Section 3     JURY SERVICE: No deductions shall be made from the wage of a regular employee absent from work when required to appear in court as a juror. When possible to do so, employees shall provide advance notification of any anticipated absence to their immediate supervisor. The absence of an employee for the purpose as described above shall be reported to the appointing authority on the biweekly time report submitted to Court Finance and Planning. Payment of fees for serving on a jury shall be in accordance with Code of Civil Procedures 215(b).

Section 4     PARKING SPACE: The Court shall attempt to provide adequate free parking facilities for employees within a reasonable distance of their work locations.

Section 5     SPECIAL EQUIPMENT OR CLOTHING: Under no circumstances shall the employee be required to purchase special equipment or clothing unless so directed by order of the Court Executive Officer.