Memorandum of Understanding

Between

Mendocino County Superior Court

And
Service Employees International Union Local 1021

October 1, 2025 through September 30, 2028

Table of Contents

ARTICLE I	**GENERAL PROVISIONS**	**1**
1.1	Parties to the Memorandum of Understanding (MOU)	1
1.2	Recognition and Scope	1
ARTICLE II	**MANAGEMENT RIGHTS**	**1**
2.1	In General	1
2.2	Working Rules	1
2.3	Non-Discrimination	2
ARTICLE III	**UNION RIGHTS**	**2**
3.1.1	Union Representation	2
3.1.2	In-Person On-Boarding Meetings	2
3.1.3	New Hire Information	2
3.2.1	Dues Deduction and Indemnification	3
3.2.2	Data Pertaining to Deductions	3
3.3	Employee Privacy	3
3.4	Union Representatives	4
3.5	Shop Stewards	4
3.6	Release Time	4
3.7	Union Release Time	4
3.8	Bulletin Boards	5
ARTICLE IV	**EMPLOYMENT PRACTICES**	**5**
4.1	Hours of Work, Timekeeping, Overtime, and Pay Day	5
4.1.1	Workweek	5
4.1.2	Timekeeping	6
4.1.3	Submitting Time Reports	6
4.1.4	Makeup Time	6
4.2	Overtime	6
4.3	Pay Day	7
4.3.1	Regular Paydays	7
4.3.2	Payment on Resignation or Termination	7
4.3.3	Pay Check Distribution	7
4.3.4	Manual Checks	7
ARTICLE V	**COMPENSATION**	**8**
5.1	Base Wage Increases and Stipend	8
5.1.1	Longevity Pay	8
5.2	Overtime Pay	8
5.3	Compensatory Time Off	9
5.4	Other Types of Pay	9
5.4.1	Reporting Pay	9
5.4.2	Bilingual Pay	9
5.4.3	Holiday Pay	9

5.4.4	Court Reporter Real Time Differential	9
5.4.5	Court Reporters Assigned to Matters Requiring Daily Transcripts	10
5.4.6	Court Reporter Internship Pilot Program	10
ARTICLE VI	**EMPLOYEE BENEFITS**	**10**
6.1	Health Benefits	10
6.1.1	Medical	10
6.1.1 A	Low Deductible Plan	10
6.1.1 B	High Deductible Plan	10
6.1.1 C	Health Plan Waiver Program	11
6.1.2	Dental	12
6.1.3	Vision	12
6.1.4	Employer Contributions Years 2024 and 2025	12
6.2	Life Insurance	12
6.3	Retirement	12
6.4	Pay in Lieu of Vacation	12
6.5	Employee Parking	13
6.6	Education Reimbursement	13
6.7	Wellness Program	13
ARTIVLE VII	**CONTINUING EDUCATION**	**13**
ARTICLE VIII	**SAFETY PROGRAM**	**13**
ARTICLE IX	**TIME OFF (Paid and Unpaid)**	**14**
9.1	Vacation	14
9.1.1	Eligibility and Accrual	14
9.1.2	Vacation Increments and Use	14
9.1.3	Vacation Approval and Scheduling	15
9.1.4	Vacation Benefits during Leaves of Absence	15
9.1.5	Vacation Advances	15
9.1.6	Holidays Occurring During Vacation	16
9.1.7	Vacation Pay upon Termination	16
9.2	Holidays	16
9.3	Personal Leave	16
9.4	Sick Leave	17
9.4.1	Eligibility and Accrual	17
9.4.2	Use of Sick Leave	17
9.4.3	Approval of Sick Leave	17
9.4.4	Compensation for Sick Leave	18
9.4.5	Coordination of Sick Leave Benefits with Other Benefits	18
9.4.6	Sick Leave Credit and Retirement	18
9.5	Kin Care Leave	18
9.6	Jury/Witness Duty	19
9.7	Bereavement Leave	19
9.8	Time Off to Vote	20

9.9	Voluntary Time Off	20
9.10	Unpaid Leaves of Absence	20
9.11	Emergency Court Closures	21
ARTICLE X	**MISCELLANEOUS PROVISIONS**	**21**
10.1	No Loss of Retirement Benefits	21
10.2	No Strike or Lockout	21
10.3	Requests for Change in Assignment	21
10.4	Reassignment	21
10.5	Funding Contingency	21
10.6	Severability	22
10.7	Whole Memorandum of Understanding	22
10.8	Probationary Employment	22
10.9	Respectful Workplace	22
10.10	Working Out of Class	22
ARTICLE XI	**EMPLOYEE DISCIPLINE**	**23**
11.1	Grounds for Discipline	23
11.2	Notice to Union	24
11.3	Disciplinary Actions	24
11.4	Notice of Proposed Disciplinary Action	25
11.5	Administrative Review	26
11.6	Due Process Evidentiary Hearing	26
11.7	Judicial Review	27
ARTICLE XII	**GRIEVANCE**	**27**
12.1	Grievance Definition	27
12.2	Consolidation of Grievances	27
12.3	Time Limits	28
12.4	Grievance Procedures	28
12.4.1	First Step – Informal Resolution	28
12.4.2	Second Step - Formal Written Grievance	28
12.4.3	Response to Second Step – Second Level Supervisor	28
12.4.4	Third Step – Court Executive Officer/Designee	29
12.4.5	Fourth Step – Arbitration	29
12.4.6	General Provisions	29
ARTICLE XIII	**TERM OF MOU**	**30**

ATTACHMENT A	**Salary Schedule**	Effective October, 2025	31
	Salary Schedule	Effective October, 2026	32
	Salary Schedule	Effective October, 2027	33
ATTACHMENT B	**Definitions**		37
LETTER OF AGREEMENT - Court Reporters Temporarily Assigned to Ten Mile Branch			38
LETTER OF AGREEMENT- USE OF ARTIFICIAL INTELLIGENCE			40

ARTICLE I – GENERAL PROVISIONS

1.1 Parties to the Memorandum of Understanding

Pursuant to the provisions of the Trial Court Employment Protection and Governance Act, Government Code section 71600 et. seq., and the Court Personnel Manual, representatives of the Mendocino County Superior Court, hereinafter called "Court," and the SEIU, hereafter called "Union," have met and conferred concerning the subject of wages, hours and working conditions for employees in the General Unit of representation. This Memorandum of Understanding (MOU) represents the good faith effort of both the Court and the Union to reach agreement on matters of wages, hours and conditions of employment. The signatures at the end of this MOU on behalf of the Court and the Union shall be conclusive evidence that both parties have ratified this MOU.

1.2 Recognition and Scope

The Court hereby recognizes the Union as an exclusive recognized employee organization for the purposes of Government Code section 71630 to 71639.3. Such recognition shall extend only to the representation of the employee classifications listed in Attachment A.

ARTICLE II - MANAGEMENT RIGHTS

2.1 In General

The Court reserves all rights with respect to matters of general legislative and managerial policy including, among others, the exclusive right to determine the mission of its constituent departments; set standards of service; determine the procedures and standards of selection for employment; direct its employees; take disciplinary action; relieve its employees of duties because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which governmental operations are to be conducted; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. These rights shall be limited only as specified in this MOU. The Court's exercise of its management rights is subject to the obligation to notice the union and meet and confer over impacts, if requested by the Union, on all matters within the scope of representation.

Management is expected to conform to the standard of conduct expected of public employees and is expected to refrain from activity which is in violation of federal, state, or county law, or the Court Employer-Employee Relations Policy.

2.2 Working Rules

The Court may establish reasonable rules and regulations governing the conduct of employees. The Union shall be given prior notice of the establishment of rules and

regulations and shall be afforded a reasonable opportunity to discuss them. The rules and regulations so established shall be available to all employees.

2.3 Non-Discrimination

The Court shall not discriminate against anyone employed or applying for employment because of their membership in the Union or their activities on behalf of the Union. Neither the Court nor the Union shall interfere with, intimidate, restrain, coerce or discriminate against any employee because of the exercise of any rights protected by Government Code section 71635.1.

ARTICLE III - UNION RIGHTS

3.1.1 Union Representation

The Court recognizes and agrees to cooperate with the designated stewards and representatives of the Union on all matters relating to grievances and interpretation, application, or enforcement of the express terms of this MOU.

3.1.2 In-Person On-Boarding Meetings

The Court shall provide the Union with at least ten (10) days' notice of any on-boarding meeting and send an electronic list of expected participant(s) at least forty-eight (48) hours in advance of the on-boarding meeting. The Court agrees that each newly hired employee shall participate in a mandatory and in-person on-boarding meeting(s), as small as one individual, within the first thirty (30) calendar days from date of hire during regular working hours and onsite without loss in compensation. Each newly hired employee, as part of her or his in-person on-boarding meeting(s), shall be required to attend a mandatory thirty (30) minute session, conducted by the Union, during any on-boarding meeting without loss in compensation. A newly hired employee who does not attend the session(s), conducted by the Union, shall be required to attend a mandatory and in-person thirty (30) minute make up session during regular working hours and onsite without loss in compensation. The make-up session shall be arranged and conducted by the Union. Union designees are Union representative, and stewards. These designees shall conduct the sessions covered under this agreement. The Employer representatives shall be absent from the room during any sessions, meetings, or trainings, conducted by the Union, with Newly Hired Employees.

3.1.3 New Hire Information

The Employer shall provide the Union designee(s) with electronic notification in malleable electronic format of the name, job title, work location, work, home and personal cellular telephone numbers, home address, and personal and work e-mail addresses of any newly hired employee within fifteen (15) calendar days of the date of hire.

3.2.1 Dues Deductions and Indemnification

The employer shall honor an employee's check-off authorization for dues, COPE or other Union-sponsored program, which are submitted in writing, or by any other means of indicating agreement allowable under state and federal law.

Deductions for dues, COPE or other Union-sponsored program shall start the pay period after the employer receives notification of the authorization. The employer shall transmit such payments to the Union through electronic funds transfer no later than thirty (30) days after the deduction from the employee's earnings occurs.

Requests to authorize dues/other deduction(s), or requests to change status regarding such deductions, shall be directed to the Union rather than the employer. The employer shall rely on the Union's certified list, submitted by a representative of the Union who has authority to bind the Union, regarding whether an authorization/change in deduction(s) has been requested by the employee.

The Union shall not provide the employer a copy of the employee's authorization unless a dispute arises about the existence or terms of the authorization.

The Union shall indemnify the employer for any claims made regarding such deductions.

3.2.2 Data Pertaining to Deductions

The employer shall produce to SEIU Local 1021's Membership Department every two (2) weeks, on a regular ongoing basis, an Excel spreadsheet file containing the following information:

1. Full Name (first, middle, last, suffix)
2. Employee Number
3. Gross pay in the preceding payroll period, which are the basis for the dues deduction amount
4. Check Deduction
5. Amount Deducted

On a quarterly basis, the Court will provide the Union with a list of all current employees covered by this Agreement, which shall include each employee's name, home address, home and cell phone numbers, personal and work e-mail addresses, work locations, department, and employee identification number

3.3 Employee Privacy

In order to protect bargaining unit employees from invasion of privacy, the employer shall immediately notify the Union of any third party requests for contact-information about the bargaining unit employees.

3.4 Union Representatives

The Court recognizes and agrees to discuss with Union stewards and representatives all matters relating to grievances and the interpretation, application, or enforcement of express terms of this MOU.

The Union shall have the right as the exclusive bargaining representative of the covered employees in the unit, as outlined in Article I of the MOU to meet and negotiate with respect to wages, hours, and other terms and conditions of employment on behalf of those covered employees with the Court.

Authorized representatives of the Union shall be permitted to enter Court facilities at all reasonable times to transact Union business and observe conditions under which employees are employed. However, Union representatives shall not interfere with employees at work, and such right of entry shall be subject to the general rules applicable to non-employees.

Union representatives shall be allowed access to materials in personnel files, which are directly related to an alleged contract violation, after the employees' written consent is presented to the Court's Human Resources office. The Court will not use any materials from personnel files for the purpose of discipline or in the grievance procedure, which have been specifically denied the Union in a request for access.

This MOU is not intended to restrict the right of the Court or the Union to consult on matters within the right of the Court or the Union.

3.5 Shop Stewards

The Union shall have the right to establish shop stewards. The Union agrees to notify Human Resources of the names of their stewards, which will not exceed four (4).

A reasonable amount of time will be granted to the worker and the steward to handle initial grievance and appeal procedures. Upon authorization of the immediate supervisor, a steward shall be released to perform the duties specified in this section.

3.6 Release Time

Paid release time for the Union bargaining committee of no more than four (4) persons will be granted only for those members or alternates scheduled for work during negotiating sessions. Efforts will be made in the scheduling of negotiations to accommodate employees by rotating the scheduling of negotiating sessions.

3.7 Union Release Time

The Court shall grant a maximum of thirty-two (32) hours per calendar year of time for use by Union members for Union Business Use of union release time shall be requested

in advance from the employee's supervisor and approval shall not be unreasonably withheld. Upon request from the Union, the Court Executive Officer may grant additional release time.

3.8 Bulletin Boards

The Union shall have the right to use designated bulletin board space in each facility for communicating usual and regular Union business to bargaining unit employees. Libelous, obscene or degrading materials may not be posted. A copy of any materials to be posted shall be provided to the Court Human Resources Department before posting.

ARTICLE IV – EMPLOYMENT PRACTICES

4.1 Hours of Work, Timekeeping, Overtime, and Payday

4.1.1 Workweek

Employees are expected to work eight (8) hours, typically between 8:00 a.m. to 5:00 p.m., Monday through Friday, with an unpaid lunch break of no less than 30 minutes and no more than one hour scheduled with their supervisor's approval. Employees are provided two fifteen-minute paid rest periods, one in the morning and one in the afternoon. Rest periods cannot be taken during the first or last thirty minutes of a work period and cannot be added to the lunch break or to the beginning or end of the workday.

Part-time employees are provided rest periods and lunch according to their schedules.

Employees shall not drive or ride in any vehicle during their morning and afternoon breaks and shall remain in the immediate vicinity of the court.

Employees shall be ready to begin work at the start of their shift. In the event that an employee believes that he or she will be late, the employee must personally inform their supervisor or designee. A voicemail message from the employee is not adequate. Failure to inform the supervisor may cause the absence to be recorded as unexcused without pay. The supervisor will make the final determination of an absence being considered excused or unexcused. Employees may not make up tardiness by working through breaks. Tardiness will subject an employee to progressive discipline up to an including termination.

For the purposes of computing overtime pay, each workweek begins at 12:01 a.m. on Sunday.

When the operational needs of the Court will allow it and the affected employees agree, the Court Executive Officer or designee will authorize reasonable flexible scheduling.

4.1.2 Timekeeping

Accurately recording time worked is the responsibility of every employee. The Court and each employee are required to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is defined as the time actually spent on the job performing assigned responsibilities.

Employees are required to record accurately the time they begin and end their work as well as the beginning and ending time of any split shift or departure from work for personal reasons or lunch breaks. Altering, falsifying, or tampering with any time records may result in disciplinary action, up to and including immediate termination of employment.

Each employee must report for work on time and be ready to commence working at the appointed time his or her shift begins. In addition, unless employees have authorization (explicit or presumed) to work overtime, they should not sign in on the computer terminals prior to their scheduled starting time or sign out after their scheduled quitting time.

Each employee shall submit a timesheet to his or her supervisor for approval by the timesheet deadline each pay period.

4.1.3 Submitting Time Reports

Each department's timesheets will be submitted for approval to the supervisor at the end of the pay period. The supervisor will then submit the approved timesheets or time reports to payroll as scheduled. Any changes or corrections noted on the timesheets must be verified by the employee and the supervisor or department head.

4.1.4 Makeup Time

Employees may make up work time that is or would be lost as a result of personal obligations if the makeup time is performed during the same workweek in which the work time is lost. An employee will only be permitted to make up work time if the employee submits a signed written request and the employee's direct supervisor approves the makeup time in advance. Any employee who performs makeup work will not be paid overtime unless more than forty hours is worked in the workweek.

4.2 Overtime

When operating requirements or other needs cannot be met during regular working hours, the Court may require employees to work overtime hours.

Overtime work must be approved by an employee's supervisor or manager before it is performed. Under certain circumstances, such as courtroom proceedings that run late, authorization to work overtime will be presumed to have been given. Employees shall be

allowed 15 minutes at the conclusion of the court proceedings to complete assigned responsibilities.

The Court will attempt to avoid unscheduled overtime and to take the employee's needs into consideration. However, the failure or refusal to work scheduled overtime or working overtime without prior authorization from the supervisor or manager may result in disciplinary action, up to and including termination of employment.

Upon separation, the employee will be paid for any accumulated compensatory time off.

4.3 Payday

4.3.1 Regular Paydays

Employees are currently paid on a bi-weekly basis. The Court may change the pay cycle on 60 days' notice to the employees, subject to any obligation to meet and confer over the effects. Each paycheck will include earnings for all work performed through the end of the previous payroll period. If a regularly scheduled payday falls on a day off (e.g., a weekend or holiday), employees will be paid on the first workday preceding the regularly scheduled payday.

4.3.2 Payment upon Resignation or Termination

If an employee resigns, his or her paycheck will be available for pickup on the next scheduled payday or by regular mail, at the request of the employee. If an employee fails to return to work, the paycheck will be mailed by regular mail to the employees' last known address on the next scheduled payday after the date when the employee is considered to have terminated.

If an employee is terminated involuntarily, his or her paycheck including any vacation and compensatory time earned will be paid on the employee's final workday. The employee's final paycheck will include payment for all wages due and eligible leave, minus authorized deductions.

4.3.3 Paycheck Distribution

Employees shall have their payroll checks deposited directly into their bank accounts.

Employees are responsible for providing the Court with accurate bank routing information for payroll purposes. If a paycheck is misdirected as a result of inaccurate or obsolete information provided by an employee, a replacement paycheck will be issued within a reasonable time.

4.3.4 Corrected or Reissued Paychecks

Reissued or corrected payroll checks will only be generated through the Court's

accounting system in the following circumstances:

(a) Processing error that results in an incorrect paycheck amount.

(b) Stop payments due to a change in bank routing number or electronic transmission failure.

ARTICLE V – COMPENSATION

All provisions of this article are subject to Article X, Section 10.5 (Funding Contingency) of this MOU.

5.1 Base Wage Increases, Equity Increases, Merit Increases, and Longevity Pay:

Employees shall advance to the next step on his or her regular anniversary date pending an overall performance rating of "Meets Expectations" or above.

Effective the first full pay period of October 2025, employees shall receive a base wage increase of 6%,

Effective the first full pay period in October 2026, employees shall receive a base wage increase of 4%.

Effective the first full pay period in October 2027, employees shall receive a base wage increase of 3%.

5.1.1 Longevity Pay

After completion of ten (10) years of service with the Court, the employee shall receive a 2% wage increase for longevity. After completion of fifteen (15) years of service with the Court the employee shall receive a 2% wage increase for longevity.

5.2 Overtime Pay

A bargaining unit employee who works more than forty (40) hours in one workweek will receive overtime pay computed at the rate of one and one-half (1+1/2) times the employee's regular rate of pay for all hours worked in excess of forty (40) hours in any one workweek.

For purposes of calculating overtime, holidays, paid time off for vacation, sick leave, compensatory time off (CTO), personal leave, bereavement leave, jury duty, and time off to vote shall be considered time worked. Paid time off for any other leave of absence will not be counted as hours worked for the purposes of determining overtime for bargaining unit employees.

5.3 Compensatory Time

An employee who works authorized overtime, may elect to receive compensatory time off in lieu of overtime pay when authorized by the Court Executive Officer or designee. Employees shall have the right to accrue a balance of compensatory time off up to sixty (60) hours. It is the employee's responsibility to insure compliance with the sixty (60) hour maximum balance.

The procedure for the use of CTO shall be the same as prescribed for use of Vacation leave.

5.4.1 Reporting Pay

An employee who reports to work at the Court's request, whether for a regularly scheduled shift or otherwise, and is sent home by the court for lack of work will be paid a minimum of four (4) hours pay at their regular rate of pay, without regard to the number of hours actually worked.

5.4.2 Bilingual Pay

Any employee, whose job regularly requires bilingual capability, as determined by the Court Executive Officer, shall receive a salary differential of one dollar and fifty cents ($1.50) per hour in addition to their regular pay for each hour worked. An employee who receives bilingual pay is expected to use his or her bilingual skills. The bilingual pay of any employee who refuses to assist in the delivery of bilingual services to the public may be terminated.

5.4.3 Holiday Pay

Employees are paid their regular wages for Court-paid holidays as set forth under the Article entitled "Holidays" as contained herein. To receive holiday pay, the employee must work the regularly scheduled workdays immediately preceding and following the Court holiday, or receive prior approval from their supervisor to take the time off. Employees who work during a Court-paid holiday are paid at one and one half (11/2) times their regular rate of pay in addition to their regular pay.

5.4.4 Court Reporter Real Time Differential

A Court Reporter who performs real time shall receive a 5% differential above their base pay and be required to perform real time reporting at all times.

Incumbents of the classification of Court Reporter who are certified in real time reporting as a CRR by the National Court Reporting Association (NCRA) or as a CCRR by the California Official Court Reporters Association (COCRA) shall receive a 7% differential above their base pay. and be required to perform real time reporting at all times.

5.4.5 Court Reporters Assigned To Matters Requiring Daily Transcripts

Court reporters will not be required to take the verbatim record in the courtroom more than four (4) hours per day when providing daily transcripts approved by the Court.

5.4.6 Court Reporter Internship Pilot Program

To assist with Court Reporter recruitment and to provide opportunities for students enrolled in accredited Court Reporter training programs, the Court will establish a Court Reporter Internship Pilot program.

ARTICLE VI - EMPLOYEE BENEFITS

6.1 Health Benefits

COURT HEALTH BENEFIT PLAN CONTRIBUTIONS

6.1.1 Medical

The Court shall pay the following contribution for medical benefits for full-time employees, not to exceed the total premium. To be eligible for this contribution, an employee must enroll in a medical plan sponsored by the Court. The Court shall contribute a corresponding pro-rata share for eligible part-time employees.

6.1.1 A Low Deductible Plan

Effective January 1, 2026, the below employer contributions shall go into effect:

a. The Court shall pay up to $494.65 per pay period for coverage of an eligible employee.

b. The Court shall pay up to $1,014.05 per pay period for coverage of an eligible employee plus spouse

c. The Court Shall pay up to $915.13 per pay period for coverage of an eligible employee plus-child(ren).

d. The Court shall pay up to $1,409.79 per pay period for coverage of an eligible employee plus family.

6.1.1 B High Deductible Plan

Effective January 1, 2026, the below employer contributions shall go into effect:

a. The Court shall pay up to $481.02 per pay period for coverage of an eligible employee.

b. The Court shall pay up to $986.09 per pay period for coverage of an eligible employee plus spouse

c. The Court shall pay up to $889.88 per pay period for coverage of an eligible employee plus child(ren).

d. The Court shall pay up to $1,370.90 per pay period for coverage of an eligible employee plus family.

6.1.1 C Health Plan Waiver Program

The Court shall offer bargaining unit members the opportunity to voluntarily waive participation in the Court's health insurance plan if such bargaining unit members are able to receive their health insurance through a family member's plan (spouse, parent, stepparent, registered domestic partner or other family member) or through Medicare, MediCal or other public assistance program. Bargaining unit members who choose to execute a waiver of the Court's health insurance plan shall provide the name of the alternate insurance provider, the name of the employer or entity providing the coverage and shall certify that this alternate coverage meets the definition of 'minimum essential coverage' under the Affordable Care Act.

Upon execution of this waiver, bargaining unit members will not be eligible to obtain coverage under the Court's health plan until the next Open Enrollment period in November unless they experience a qualifying event (such as loss of coverage by the primary-covered family member, death of the primary member, dissolution of marriage or other qualifying event.) If a bargaining unit member has a qualifying event, the member shall contact Court Human Resources within 30 days of such event to join and participate in the Court's health insurance plan for the reminder of the year.

Bargaining unit members who execute a waiver of the Court's health insurance plan shall receive a waiver stipend of $115 in each biweekly payroll. Such stipend is subject to all applicable federal and state taxes and shall be included in gross wages and is retirement compensable. In the event a bargaining unit member has a qualifying life event that causes the member to enroll in the Court's health insurance plan, the waiver stipend shall be terminated.

Effective the pay period following January 1, 2022, the waiver stipend amount will be increased to $140 in each biweekly payroll.

6.1.2 Dental

The Court shall pay the following contribution for dental benefits for full-time employees for dental plan year not to exceed the total premium. To be eligible for this contribution, an employee must enroll in a dental plan sponsored by the Court. The Court shall contribute a corresponding pro-rata share for eligible part-time employees.

a. The Court shall pay up to $30.00 per pay period for coverage of an eligible employee.

b. The Court shall pay up to $60.00 per pay period for coverage of an eligible employee plus one dependent.

c. The Court shall pay up to $95.00 per pay period for coverage of an eligible employee plus two or more dependents.

6.1.3 Vision

The Court shall pay the following contribution for vision benefits for full-time employees for vision plan year not to exceed the total premium. To be eligible for this contribution, an employee must enroll in a vision plan sponsored by the Court. The Court shall contribute a corresponding pro-rata share for eligible part-time employees.

a. The Court shall pay up to $5.00 per pay period for coverage of an eligible employee.
b. The Court shall pay up to $9.00 per pay period for coverage of an eligible employee plus one dependent.

c. The Court shall pay up to $12.00 per pay period for coverage of an eligible employee plus two or more dependents

6.1.4 Employer Contributions Years 2027 and 2028

For calendar years 2027 and 2028 if the Court receives assurance from the State of California that the Court will receive reimbursement for all or part of health, dental and vision cost increases the Court shall increase its health, dental and vision employer contributions commensurate with the amount reimbursed. If the Court does not receive reimbursement for all health, dental and vision cost increases, the Court shall meet and confer with the Union regarding the employees' contribution.

6.2 Life Insurance

The Court shall provide life insurance in the amount of $30,000.00 per benefited employee at no charge to the employee. Employees may purchase additional life insurance at rates set by the Court's provider

6.3 Retirement

The Court shall have no obligation to contribute or pay all or any portion of the employee's contributions to the MCERA. The Court shall provide each employee with an annual accounting of the retirement account that shows the aggregate amount of the Court's contribution of its share to the MCERA on behalf of the employee. The Court

agrees that the change in the employee's increased deduction for the employee share of Retirement will become effective the first full pay period following ratification.

6.4 Pay In Lieu of Vacation

Once each fiscal year, an employee who has utilized at least 80 hours of vacation in the previous 26 pay periods, may request to be paid for up to 100 hours of vacation, provided that the employee is left with an accrued balance of at least 40 hours. Approval of pay in lieu of vacation is at the discretion of the Court Executive Officer or designee.

6.5 Employee Parking

The Court shall pay for employee's parking expenses in either Lot A or C of the City owned and operated parking lots.

6.6 Education Reimbursement

Each employee may be reimbursed for up to $500 per calendar year for tuition, books, and other materials for courses, seminars etc. relevant to the employee's current job and/or advancement in the Court, approved in advance by the Court Executive Officer or designee. Employees who work less than full time will have their education reimbursement pro-rated based upon their standard assigned work schedule.

6.7 Wellness Program

Effective January 1, 2026, the Court agrees to reimburse each employee up to a maximum of two hundred dollars ($200.00) annually for participation in wellness-related activities. Qualifying wellness-related activities are gym/health club memberships, fitness training instruction, fitness/exercise class (including any class which is focused on physical activity such as yoga, cross-fit, jazzercise, dance, or martial arts) and fitness or other health-related applications or programs including Weight Watchers, Noom, or Calm. Programs not specifically named must be approved by the Chief Administrative Manager prior to enrollment. The purpose of this program is to reduce Workers' Compensation claims. Employees shall submit one request for reimbursement each calendar year. Employees may submit their request for reimbursement when they reach $200.00 in eligible expenses during the year. If an employee does not reach $200.00 in eligible expenses before the last pay period of each calendar year they may submit their request for reimbursement of actual expenses at that time. Reimbursement for qualifying expenses shall be made to the employee as soon as possible based upon the claim submission and payment process.

ARTICLE VII - CONTINUING EDUCATION

The Court may make continuing education available to its employees on the subjects of, but not limited to, sexual harassment awareness, discrimination, bias, ethics and safety. Attendance at specified Court educational programs may be mandatory. Failure to attend

mandatory educational programs is cause for disciplinary action, up to and including termination of employment.

Training will normally be provided during regular working hours. Court required training outside of regular working hours will be compensated as overtime or compensatory time off for those hours in excess of the employee's forty (40) hour work week.

ARTICLE VIII - SAFETY PROGRAM

Establishment and maintenance of a safe work environment are the shared responsibility of the Court and all employees of the organization. The Court will take all reasonable steps to assure a safe environment and compliance with the law.

Employees are expected to comply with safety rules and to exercise caution in all their work activities. They must immediately report any unsafe conditions to their supervisor. An employee may submit a Hazard Report to Human Resources on a form provided by the Court. Employees and their supervisors are expected to correct unsafe conditions as promptly and as safely as possible.

All accidents that result in an injury must be reported to the employee's supervisor and Human Resources, regardless of how insignificant the injury may appear. Such reports are necessary to comply with the law and, if appropriate, to initiate insurance and workers' compensation procedures.

All employees are responsible for complying with the safety procedures as outlined in the written Injury and Illness Prevention Program. Violations of safe working procedures are cause for disciplinary action, including termination of employment.

Employees will be trained and given periodic updates in accordance with the Court's Injury and Illness Prevention Program.

ARTICLE IX - TIME OFF (PAID & UNPAID LEAVE)

9.1 Vacation

9.1.1 Eligibility and Accrual

All full and part-time employees who are eligible for the benefits package begin earning vacation benefits on the date of hire. New employees may earn, but cannot use, vacation before six (6) months of continuous service.

Part-time and limited term employees who work less than twenty (20) hours per week do not earn vacation benefits.

Vacation is earned at the rates shown in the chart below.

Years of Employment	Pay Period Accrual Rate (in hours)	Max. Yearly Accrual (in hours)	Max. Possible Accrual (in hours)
3 or less	3.079	80	240
Greater than 3 through 8	4.616	120	320
Greater than 8 through 15	6.157	160	320
Greater than 15	7.694	200	400

Vacation benefits accrue on a pro rata basis for regular part-time employees who work twenty (20) hours or more per week. Once the maximum accrual as defined by the classification is reached, the employee will no longer accrue vacation benefits. An employee will once again accrue vacation benefits after the employee has taken vacation and accrued hours have dropped below the maximum.

9.1.2 Vacation Increments and Use

Accrued vacation must be taken by eligible employees in increments of at least fifteen (15) minutes. Every effort will be made to allow employees to take as much vacation annually as they accrue.

9.1.3 Vacation Approval and Scheduling

Vacations must be approved in advance by the employee's supervisor. Employees must complete a Request for Time Off in advance. A minimum of two weeks advance notice is required for all requests exceeding two (2) days. For requests of two (2) days or less, a minimum of one (1) week advance notice is required. Approval will depend on whether the request can be accommodated within the Court's workload requirements.

During certain times of the year when numerous vacation requests are received, the possibility exists that not all requests can be granted. To maintain the necessary daily staff level for all court operations, the following guidelines will apply to the scheduling of vacation and paid leave.

1. A vacation request may only be scheduled if the employee has sufficient accrued time available at the time of request. An employee who does not have sufficient accrued time available may tentatively schedule vacation for dates in the future when the employee is reasonably expected to have sufficient accrued time subject to losing the tentative dates to another employee who has sufficient accrued time for the dates. Accumulated vacation and holiday time will be considered in determining available time. Time that has already been allocated will be considered in determining available time.

2. Scheduled vacation time for a judicial officer does not determine the vacation schedule for courtroom staff. Scheduled time off may be canceled in an emergency or because of the operational needs of the Court.

3. Every October employees will be given the opportunity to schedule time off during the twelve (12) months commencing January 1st. Requests received by October 31st shall be given priority. Multiple requests for the same time off shall be considered according to the operational needs of the Court, the seniority of the employee and the employee's previous vacation history.

4. Any other request for time off will be considered based on the operational needs of the Court.

9.1.4 Vacation Benefits during Leaves of Absence

No vacation is earned or accrued while an employee is on unpaid leave or while on catastrophic leave.

9.1.5 Vacation Advances

An employee is not permitted to borrow on future vacation benefits.

9.1.6 Holidays Occurring During Vacation

If an observed Court holiday occurs during an employee's scheduled vacation, no deduction from accrued vacation will be made for the holiday.

9.1.7 Vacation Pay upon Termination

Upon termination of employment, the employee is paid for all accrued vacation at the employee's base rate of pay at the time of termination.

9.2 Holidays

The Court shall observe holidays in accordance with the Code of Civil Procedure, the Government Code and the Rules of the Court. In the event a holiday or holidays are added, deleted, or amended in the Code of Civil Procedure, the Government Code and the Rules of the Court, this Memorandum of Understanding will be updated to include the addition, deletion or amendment on the same effective date. Holiday pay will be based on an eight-hour day. Full-time employees will receive their regular rate of pay for holidays observed by the Court provided they worked the day prior to and the day after the holiday, unless the employee is on pre-approved paid leave. Part-time employees will receive holiday pay prorated according to the percentage of full-time hours they work in their regularly scheduled workweek. Any employee who abuses or misuses paid leave shall be disciplined.

9.3 Personal Leave

Each employee shall be entitled to thirty-two (32) hours of personal leave annually. Part-time employees shall receive pro-rata personal leave.

Personal leave shall only accrue on the first day of the pay period that contains January 1 or, in the case of an employee who is hired during the year, on the first day of the pay period that contains the employee's date of hire. Eligible employees on staff or hired between January 1 and the first day of the pay period that contains March 31 shall receive 100% of the annual allotment. Employees hired between the first day of the pay period that contains April 1 and the first day of the pay period that contains June 30 shall receive 75% of the annual allotment. Employees hired between the first day of the pay period that contains July 1 and the first day of the pay period that contains September 30 shall receive 50% of the annual allotment. Employees hired between the first day of the pay period that contains October 1 and the first day of the pay period that contains December 31 shall receive 25% of the annual allotment.

If an employee has a remaining balance of any personal leave hours on December 31st of any calendar year, the employee shall only accrue an amount of personal leave on the first day of the following pay period that will increase the employee's personal leave to a balance of thirty-two (32.0) hours. In no case shall an employee have a balance of personal leave that exceeds thirty-two (32.0) hours.

Personal leave may not be redeemed or exchanged for payment or compensation.

Use of Personal Leave is subject to the same terms and conditions specified in Article IX, Section 9.1.3, Vacation Approval and Scheduling.

9.4 Sick Leave

9.4.1 Eligibility and Accrual

All full- and part-time employees begin earning sick leave on the date of hire.

Extra-help and temporary employees accrue sick leave benefits in accordance with state or local law.

Full-time employees who began employment with the Court on or before September 30, 2022 earn 4.62 hours per pay period. Full-time employees who began employment with the Court on or after October 1, 2022 earn 3.69 hours per pay period. Part-time employees earn sick leave hours on a pro rata basis. If employed on or before September 30, 2022 their sick leave accrual will be based on the 4.62 hours per pay period rate. If employed on or after October 1, 2022 their sick leave accrual will be based on the 3.69 hours per pay period rate. Employees may carry over accrued sick leave from one calendar year to the next. Employees do not earn sick leave during any unpaid leave of absence.

9.4.2 Use of Sick Leave

Sick leave may be taken for a personal illness, medical emergency, a disability, for family care, or medical leave. (See Kin Care 9.5) Additionally, hours absent for medical and dental appointments will be treated as sick leave.

Sick leave must be used in increments of at least fifteen (15) minutes.

The Court retains the right to request verification from a licensed health care provider for any absence due to illness or disability, however, the Court does not anticipate doing so very often. Sick pay may be withheld if the employee does not provide a satisfactory verification. The Court may require appropriate medical certification before an employee returns to work. Any employee who abuses or misuses sick leave shall be disciplined.

9.4.3 Approval of Sick Leave

Employees who are unable to report to work due to illness or injury shall personally notify their supervisor or a designated alternate before the start of the employee's scheduled workday, unless the employee's medical condition prevents it. A voicemail message from the employee is not adequate. The employee's supervisor must also be contacted on each additional day of absence, unless other arrangements have been made with the supervisor. The Court will provide each employee with selected after hour's telephone numbers to facilitate this policy.

Employees must obtain approval from their immediate supervisor before taking sick leave for a scheduled appointment (e.g., for a scheduled doctor's or dentist's appointment).

Sick leave approved in accordance with this section shall be considered pre-approved leave.

9.4.4 Compensation for Sick Leave

Eligible employees will receive their normal rate of pay for any approved sick leave taken. No employee will receive pay instead of sick leave under any circumstances, and employees will not be paid for any accrued but unused sick leave upon termination of employment.

9.4.5 Coordination of Sick Leave Benefits with Other Benefits

Employees are requested to use accrued sick leave for absences qualifying for Workers' Compensation Benefits. For every hour of sick leave used for which the employee also receives Workers' Compensation Benefits, the employee's salary will be adjusted in an amount equal to the Workers' Compensation Benefits received.

The employee may use accrued leave for periods of disability that are covered by State Disability Insurance. For every hour of accrued leave used for which the employee also receives payment from State Disability Insurance, the employee's salary will be adjusted in an amount equal to the benefits received.

9.4.6 Sick Leave Credit and Retirement

Unused sick leave shall be applied toward calculating total service with the Court for the purpose of retirement pursuant to the provisions of MCERA.

9.5 Kin Care Leave

Employees may use up to one-half of their annual accrual of sick leave to attend to a child, parent, spouse, spouse's parent, grandparent, grandchild, domestic partner or domestic partner's child who is ill. The provisions of Sick Leave also apply to Kin Care Leave.

For purposes of Kin Care Leave, the following definitions apply:

- "Spouse" is defined by a legal marital relationship.
- "Child" means a biological, foster or adopted child, a stepchild, a legal ward, a child of a domestic partner or a child of a person standing in loco parentis.
- "Grandchild" means a biological, foster or adopted grandchild, a step-grandchild, or a grandchild of a domestic partner.
- "Parent" means a biological, foster or adoptive parent, a stepparent or a legal guardian.
- "Grandparent" means a biological, foster or adoptive grandparent, or a step-grandparent.
- "Spouse's Parent" means a biological, foster or adoptive parent of the employee's spouse, or a stepparent of the employee's spouse.
- Domestic partners shall be provided Kin Care leave as required by law.

9.6 Jury/Witness Duty

The Court will provide employees time off to serve, as required by law, on a jury or grand jury if the employee provides reasonable advance notice. The Court will also provide employees with time off to appear in Court or other judicial proceeding as a witness to comply with a valid subpoena or other Court order or to obtain any relief, including a temporary restraining order, to help ensure the health, safety, or welfare of a domestic violence victim or child.

Employees will receive their regular pay for the working hours lost while on jury duty and while serving as a non-party witness in response to a subpoena related to the performance of their duties for the Court, provided that any payment received for service is given to the Court. When summoned for jury duty at the court location in which the employee is regularly assigned to work the employee shall report to work at his or her regularly scheduled time and shall be released at the time directed by the Court to report for Jury Duty. Employees are not required to return to work while serving as a juror unless released with two (2) or more working hours remaining.

This provision does not apply to employees who elect to serve as expert witnesses or are a party to the action. If an employee elects to do so, accrued vacation or compensatory time must be used. In such instances, prior written consent of the Executive Officer or designee may be required.

9.7 Bereavement Leave

Employees shall be entitled to a bereavement leave in the event of the death of one or more of the following members of the employee's family:

- Natural, step or adoptive parents of the employee
- Grandparents of the employee
- Natural, step or adopted children of the employee or domestic partner
- Grandchildren of the employee or domestic partner
- Natural and step brothers and sisters of the employee, the employee's spouse or domestic partner
- Spouse or domestic partner of the employee
- Ex-spouse who is a natural parent of a minor child in the employee's custody
- Natural parent of the employee's spouse or domestic partner
- Grandparent of the employee's spouse or domestic partner
- Son-in-law or daughter-in-law of the employee
- Aunt or Uncle of the employee

Such leave shall be a maximum of tforty (40) hours for each occurrence. Full-time employees shall receive twenty-four (24) hours of paid bereavement leave and part-time employees shall receive paid bereavement leave pro-rated based on the number of hours worked. Employees may elect to use available paid leave (vacation, sick leave or compensatory time) for the remainder of the forty hours or take the leave unpaid. Leave of longer duration will be considered on a case-by-case basis and require the approval of the Court Executive Officer or designee. Employees, with approval, may use available paid leave for additional time off.

Bereavement leave may be taken intermittently and must be completed within three months of the date of the death of the family member.

Upon separation, employees will not be paid for unused bereavement time.

9.8 Time Off to Vote

Employees who do not have sufficient time outside of their regular working hours to vote in a statewide election may request time off to vote. If possible, employees should make their request at least two (2) days in advance of the election. Up to two (2) hours of paid time off will be provided, at the beginning or end of the employee's regular shift, whichever will allow the most free time for voting and the least time off work.

9.9 Voluntary Time Off

During periods of economic hardship as designated by the Court Executive Officer, Court employees may participate in the Voluntary Time Off (VTO) Program. The VTO Program allows full-time employees to take up to 30% or 24 hours per pay period without pay, resulting in a budgetary savings to the Court. At the Court's election, employees may reduce their workday, reduce their workweek or take VTO time up to three (3) nonconsecutive days per pay period. Part-time employees may participate in the VTO Program with the approval of the Court Executive Officer. However, more than 16 hours per pay period for full-time employees or a 20% reduction in hours worked for part-time employees of unpaid leave will have an adverse impact on employee's service time for retirement purposes. VTO shall not be granted on consecutive Fridays and Mondays more than four times a calendar year to an individual employee.

9.10 Unpaid Leaves of Absence

Upon approval of the Court Executive Officer, the Court may grant unpaid leaves of absence as may be agreed to between the Court and the employee. Employees may request a meeting with the CEO if leave is denied.

9.11 Emergency Court Closures

Emergency conditions like power outages, poor air quality, weather and other situations may require the Court to close. Only the presiding judge, Governor or Chief Justice of California have the authority to close the Court.

Staff who were scheduled to work on days when one or both Court locations are closed due to an emergency will not be required to use vacation, personal, or sick leave. All employees on a pre-approved leave (vacation, personal, sick leave etc.) will report use of their leave as planned. Employees who are directed to report to work will be paid their regular rate of pay.

ARTICLE X - MISCELLANEOUS PROVISIONS

10.1 No Loss of Retirement Benefits

No employee shall lose his or her status in the Mendocino County retirement plan as a result of moving from Mendocino County employment to Court employment.

10.2 No Strike or Lockout

During the term of this Memorandum of Understanding, the employees shall not withhold their labor or engage in other conduct, including sympathy strikes, to disrupt the operations of the Court and there shall be no lockout by the Court.

10.3 Requests for Change in Assignment

Requests for changes in assignment must be in writing and shall be kept by the Court.

10.4 Reassignment

If the Court reassigns an employee to a location more than ninety (90) minutes from the employee's previous location the Court shall discuss the impacts with the Union upon its request.

10.5 Funding Contingency

The Court's obligation to perform the monetary provisions of this MOU is contingent on receipt of funding from the Judicial Council of California and, if necessary funding is not approved or appropriated, the Court shall be relieved of its economic obligations hereunder and the parties shall resume bargaining on all economic issues.

10.6 Severability

In the event that any provision of this MOU should be found, for any reason, to be unenforceable, the finding shall have no effect on any other provision.

10.7 Whole Memorandum of Understanding

Both parties agree that this MOU concludes all negotiations and conferences required pursuant to Government Code section 71600 et seq. and sets forth the full and entire understanding of the parties regarding the matters set forth herein. Any other prior or existing understanding or MOU between the parties, formal or informal, is hereby superseded or terminated in its entirety.

No agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained in this MOU shall be binding upon the parties, unless it is made and executed, in writing, by both parties.

10.8 Probationary Employment

The Court requires a probationary period of one (1) year beginning on the date of hire.

The Court without recourse to the grievance procedure may discharge a newly hired employee whose employment is probationary.

Any employee who is promoted will serve a probationary period of six (6) months in their new position. During that time period an employee may voluntarily return to the previous position or the Court may return the employee to the previous position without recourse to the grievance procedure.

10.9 Respectful Workplace

In order to provide and maintain a productive work environment, it shall be the policy of the Court and the union to encourage bargaining unit employees, stewards, supervisors, and managers to interact with each other with mutual respect and dignity.

Bullying or harassment will not be tolerated in the workplace. The Court may elect to bring in an outside investigator to look into credible accusations of bullying and/or harassment.

10.10 Working Out of Class

The Court Executive Officer may temporarily reassign a regular employee to a regularly authorized position in a class having a higher salary range when an employee is absent or there is no employee currently in that position. A temporary assignment shall not exceed 180 days unless the Court Executive Officer specifically authorizes a longer period. The salary of the employee during the temporary reassignment shall be determined in accordance with the salary of the position the employee is assigned to perform but shall not be less than 5% more than the employee's current pay rate. At the end of the temporary reassignment, the employee shall return to the former classification at the step they were at when reassigned, unless a scheduled merit increase has occurred.

ARTICLE XI - EMPLOYEE DISCIPLINE

When an employee's job performance is unsatisfactory or when an employee engages in misconduct, disciplinary procedures may be initiated by the Court.

The possible disciplinary actions that may be taken against an employee include verbal warning, written warning, written reprimand, suspension without pay, demotion, and dismissal. A notation or copy of all documentation related to actions that resulted in the imposition of any written discipline shall be placed in the employee's personnel file.

11.1 Grounds for Discipline

Any employee who has attained regular status may be disciplined for cause, up to and including dismissal, for any of the following reasons, including but not limited to:

1) Falsification of any Court document, including information on an application, a physical examination questionnaire, time record, and personnel records, including falsification by omission;
2) The operation of machinery or equipment in an unsafe manner that might endanger the safety of oneself or others;
3) Misuse of or intentional damage to Court, state or staff property;
4) Altering, falsifying, tampering, removing, or destroying records without permission;
5) Insubordination;
6) Dishonesty;
7) Theft;
8) Incompetence;
9) Inefficiency;
10) Unauthorized absence;
11) Job abandonment;
12) Violating conflict of interest rules;
13) Inexcusable neglect of duty;
14) Interfering with the work performance of others;
15) Altercations;
16) Using the employee's position or personal power to harass another person sexually or in any other way based on that person's religious beliefs, political affiliation, age, national origin, language, appearance, or other personal choices and characteristics.
17) Disorderly or immoral conduct;
18) Being under the influence of, using, or possessing alcohol, marijuana or illegal substances on Court property or while conducting Court business;
19) Discourteous treatment of the public or other employees;
20) Gambling on Court property or while conducting Court business;
21) Sleeping at work or leaving work without authorization;
22) Unauthorized possession of weapons on Court property or while conducting Court business;
23) Being convicted of a crime that indicates unfitness for the job or raises a threat to the safety or well-being of the Court, its employees or property;
24) Misuse of Court funds or property for personal gain or for other unauthorized purposes;
25) Misuse or abuse of sick leave;
26) Violation of any Court policy; or
27) Exhibiting discrimination or bias based on race, gender, age, religion, national origin, language, appearance, or sexual orientation.

11.2 Notice to the Union

When Human Resources receives a notice of disciplinary action for dismissal, demotion, or suspension of an employee within the unit, the Union will be immediately notified. Failure to notify the Union shall not affect the appointing authority's notice of disciplinary action.

11.3 Disciplinary Actions

Types of disciplinary action include the following:

(a) Verbal Warning: An oral admonition about inappropriate conduct or performance either with an oral explanation of expected performance and conduct and workplace behavior.

(b) Written Warning: A written admonition about inappropriate conduct or performance with an explanation of expected performance and conduct. A copy of the warning will be placed in the employee's personnel file.

(c) Written Reprimand: A written disciplinary warning given to the employee by the supervisor. If the circumstances that led to the written reprimand are not resolved within a reasonable time, the supervisor may take other disciplinary action. A copy of the reprimand will be placed in the employee's personnel file.

(d) Suspension Without Pay of Three (3) Days or Fewer: A period of time that the employee is placed into unpaid status for disciplinary reasons. A suspension without pay of three (3) or fewer days is subject to the employee's due process rights as described in Article 11, Section 11.4 Notice of Proposed Disciplinary Action and 11.5 Administrative Review.

(e) Suspension Without Pay Greater Than Three (3) Days: A period of time that the employee is placed into unpaid status for disciplinary reasons. A suspension without pay is subject to the employee's due process rights as described in Article 11, Section 11.6; Due Process Evidentiary Hearing and Article 11, Section 11.7, Judicial Review. Such a suspension may only be imposed with the authorization of the Court Executive Officer or designee.

(f) Demotion: A demotion is an involuntary reclassification to a lower level position that results in a reduction of compensation. A demotion may be ordered by the Court Executive Officer or designee under circumstances that warrant discipline other than a written reprimand or suspension. A demotion is subject to the employee's due process rights as set forth in Article11, Section 11.6, Due Process Evidentiary Hearing and Article 11, Section 11.7, Judicial Review.

(g) Dismissal: An involuntary release of an employee from Court employment for cause upon authorization of the Court Executive Officer or designee. Dismissal is subject to the employee's due process rights as set forth in Article11, Section 11.6, Due Process Evidentiary Hearing and Article 11, Section 11.7, Judicial Review.

The Court shall use progressive discipline whenever the Court determines, in the Court's discretion, that progressive discipline will serve the dual purpose of correcting

unsatisfactory performance or behavior and disciplining an employee. The Court may begin discipline at any level, in the Court's discretion, and is not required to impose discipline at any level or in any sequence. Progressive discipline is not required when the Court believes, in the Court's discretion, that dismissal of the employee is appropriate.

11.4 Notice of Proposed Disciplinary Action

If the Court is considering suspension of an employee without pay or disciplinary action against an employee more severe than a suspension without pay, the employee shall be given written notice of the proposed disciplinary action. The notice shall include a description of the proposed discipline, the date it is intended to become effective, a description of the facts and circumstances upon which the proposed discipline is based, and a statement informing the employee of his or her right to respond either orally or in writing to the charge by a specified date. If the proposed discipline is based, in whole or in part, on written materials or documents, the notice shall either provide the employee with copies of the materials or documents or, in the alternative, inform the employee of when and where they may be reviewed.

If the employee does not respond to the notice within the time specified, the Court may implement the proposed disciplinary action, without further notice. The disciplinary action shall be conclusive and final.

If the employee does respond to the notice within the time specified, the Court shall consider the employee's response and all information relevant to the circumstances. The Court shall thereafter issue a written determination on the notice of proposed disciplinary action.

- If the determination recommends a suspension without pay of three (3) days or fewer, the employee shall have up to five working days from the date that the Court issues its written determination to request an Administrative Review.
- If the determination recommends a suspension without pay of more than three (3) days or the implementation of discipline more severe than a suspension without pay of more than three (3) days, the employee shall have up to five working days from the date that the Court issues its written determination to request a due process evidentiary hearing.

The Court may place the employee on paid administrative leave at any time while the charges are pending.

11.5 Administrative Review (Suspension Without Pay Three (3) Days or Fewer)

If a disciplined employee timely requests an Administrative Review, the Court Executive Officer shall meet with the employee within ten (10) working days to review the proposed action. The Court Executive Officer shall provide a written decision imposing, vacating or modifying the proposed action. The Court Executive Officer may not increase the level of proposed action. The decision of the Court Executive Officer is final and concludes the employee's appeal. The Court shall provide an opportunity for the

employee to respond in writing to any information placed in their official personnel record about which the employee disagrees. The response shall become a permanent part of the employee's official personnel record.

11.6 Due Process Evidentiary Hearing (Suspension Without Pay Greater Than Three (3) Days, Demotion or Dismissal)

If a disciplined employee timely requests a hearing on the Court's determination to impose a suspension without pay or discipline that is more severe than a suspension without pay, the Court Executive Officer shall schedule a hearing. The hearing officer may be an arbitrator.

The Court and the Appellant shall attempt to agree upon the selection of a hearing officer. If the parties are unable to mutually select, a hearing officer, they shall request a list of seven (7) experienced labor arbitrators from the State Mediation and Conciliation Service and alternately strike names from the list until an arbitrator is selected. The party to strike the first name from the list of arbitrators shall be determined by a coin toss. The hearing officer/arbitrator shall issue a binding decision. The cost of the hearing officer/arbitrator shall be borne by the Court. The cost of a court reporter, if any, shall be borne by the party who requests the reporter.

The proceedings shall conform with the provisions of Government Code Section 71653 (b) through (f). The hearing officer/arbitrator shall issue a final decision, which shall be binding on the parties. Such decision may be reviewed only pursuant to the California Code of Civil Procedure, Section 1280, et seq.

The hearing officer/arbitrator's decision shall be limited to the issue of whether "cause" existed for the discipline imposed. The hearing officer/arbitrator shall have no authority

to add to, detract from, alter, amend, or modify any of the Court's rules, policies, or procedures.

The Appellant and the Court shall have the right to call witnesses and present evidence. Upon request of the Appellant the Court shall release employees to testify at the hearing. The hearing officer/arbitrator shall have the authority to issue subpoenas for the attendance of witnesses and subpoenas duces tecum for the production of books, records, documents, and other evidence as provided by Code of Civil Procedure Section 1282.6.

The Appellant shall have the right to representation, including legal counsel paid by the Appellant.

The hearing shall be conducted as expeditiously as possible. An appropriate record of the hearing shall be made and, at the conclusion of the hearing, the hearing officer/arbitrator shall prepare a written report that includes findings of fact and conclusions that reference the evidence and a binding decision with regard to the imposed discipline.

11.7 Judicial Review

The appellant may challenge the final decision of the hearing officer/arbitrator by filing a petition for a writ of mandamus pursuant to Code of Civil Procedure Section 1094.5 in the appropriate Court. Review by that Court shall be limited to the record. In reviewing the Court's decision, the reviewing Court shall be bound by the hearing officer/arbitrator's factual findings that are supported by substantial evidence.

The Court shall not oppose an attempt by the employee to have the petition treated as one under Government Code Section 71639.1 and, if it is not so treated, shall stipulate to have the proceeding heard by a judge from another county, assigned to the Judicial Counsel.

The prevailing party shall be entitled to costs as provided by the Code of Civil Procedure Section 1032.

ARTICLE XII – GRIEVANCE

12.1 Grievance Definition

A grievance is a dispute between the Court and the Union or the Court and one or more employees, involving the application, interpretation, or enforcement of the express terms of this MOU.

12.2 Consolidation of Grievances

Alleged violations, misapplications, or misinterpretations which affect more than one employee in a substantially similar manner may be consolidated at the discretion of management and the Union as a group grievance and thereafter be represented by a single grievant or the Union.

12.3 Time Limits

Time limits specified in each step of this procedure shall be strictly observed and may only be extended by mutual agreement of the parties in writing.

Failure of a grievant to observe a time limit shall terminate the grievance. Failure of the Court to observe the time limits shall give the grievant the right to move the grievance to the next step.

12.4 Grievance Procedures

12.4.1 First Step – Informal Resolution

Within ten (10) workdays from the occurrence giving rise to a grievance or from the date the employees could reasonably be expected to have had knowledge of such event, the

grievant or the Union shall orally discuss the grievance with the immediate supervisor. The parties agree to settle complaints at the lowest possible level. The supervisor shall have ten (10) workdays to provide a written answer to the employee and the Union, if the Union has been made a party to the grievance.

12.4.2 Second Step – Formal Written Grievance

If the grievant is not satisfied with the resolution proposed at the informal level, the grievant may, within ten (10) workdays of receipt of such answer, file a formal written grievance with next level supervisor. Such written grievance shall:

A. Fully describe the grievance and how the issue(s) adversely affected the employee;

B. Cite the rule or provision of the MOU that has allegedly been violated;

C. Indicate the date(s) of the matter(s) grieved; and

D. Specify the remedy or solution to the grievance sought by the grievant.

12.4.3 Response to Second Step – Second Level Supervisor

The second level supervisor shall, within ten (10) workdays give a written response to the grievant and the Union, if the Union has been made a party to the grievance. The response shall include a complete statement of the second level supervisor's position and the facts upon which it is based and the remedy or correction offered, if any.
If the grievant is not satisfied with the second level supervisor's written response, the grievant may refer the grievance to the Court Executive Officer or designee ten (10) workdays from receipt of the answer.

12.4.4 Third Step – Court Executive Officer

Within ten (10) workdays after receiving the grievance, the Court Executive Officer shall meet with the grievant to discuss the grievance. The Court Executive Officer shall give a written decision to the grievant within fifteen (15) workdays after the grievance discussion meeting.

12.4.5 Fourth Step - Arbitration

If the grievant is not satisfied with the written response from the Court Executive Officer or designee, the Union may appeal the decision to the fourth step (arbitration) within ten (10) workdays. Only the Union may move a grievance to the fourth step.

The parties shall attempt to agree upon the selection of an arbitrator. If the parties are unable to mutually select an arbitrator, they shall request a list of seven (7) experienced

labor arbitrators from the State Mediation and Conciliation Service and alternately strike names from the list until an arbitrator is selected. The arbitrator shall issue a binding decision. The arbitrator's authority and jurisdiction is limited to the issue of whether the Court misapplied, misinterpreted, or violated the MOU provisions in the manner set forth in the grievance. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any of the Court's rules, policies, or procedures. The parties shall each bear their own costs and attorney fees, if any. The cost of the arbitrator shall be shared equally. The cost of a court reporter, if any, shall be borne by the party who requests the reporter.

12.4.6 General Provisions

The date of service for any notices or responses required by this provision shall be the date of delivery acknowledged by personal or e-mail receipt or postmarked if delivered via U.S. mail.

At each step of the procedure, a copy of the response shall be forwarded to the grievant and to the Union if it is representing the grievant in the matter.
If a court reporter is requested at the fourth step for the arbitration hearing, the requesting party is obligated to pay for the services of the court reporter. The costs of transcript copies shall be borne by those parties requesting copies.

Employees who file a grievance are in no manner excused or exempt from performance standards of the job. Job performance standards will be maintained throughout and following any action undertaken as a result of this grievance procedure.
Employees who file a grievance or who participate in a grievance procedure shall be free from harassment or retaliation as a result of filing or participating in a grievance.

ARTICLE XIII - TERM OF MOU

This MOU Shall become effective October 1, 2025 and shall remain in full force and effect through September 30, 2028. This MOU shall thereafter continue in full force and effect on a month to month basis until written notice is provided by either the Court or the Union to the opposite party of its intent to commence negotiations on a successor MOU.

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021:

Roxanna Kowan
Negotiations Committee Chair

David Canham
Executive Director, Field and Programs
SEIU 1021

Kimberly Foster
Negotiator

Andrea Zanetti
Area Director

Patrick Hickey, Chief Spokesperson
SEIU Team Leader

Taylor Ramirez
Negotiator

Victoria Allen
Negotiator

10-15-2025
Date

SUPERIOR COURT OF CALIFORNIA, COUNTY OF MENDOCINO:

Kim Turner
Court Executive Officer

Stacey Cue, Chief Spokesperson
Labor Negotiator

April Allen
Chief Administrative Manager

Kimberly Weston
Administrative Services Coordinator

10/21/25
Date

Attachment A

Pay Scale Effective October 12, 2025

For Mendocino Court positions represented by SEIU

6% Base Wage Increase

JOB CODE	JOB TITLE	Rep	STEP A	STEP B	STEP C	STEP D	STEP E	1st Sp Monthly	Last Sp Monthly
86300	**Court Attendant**	SEIU	**27.22**	**28.58**	**30.01**	**31.51**	**33.09**	**4,718.13**	**5,735.60**
L10			*27.76*	*29.15*	*30.61*	*32.14*	*33.75*	4,812.50	*5,850.31*
L15			*28.32*	*29.73*	*31.22*	*32.78*	*34.43*	4,908.75	*5,967.32*
87165	**Court Clerk II**	SEIU	**20.63**	**21.66**	**22.74**	**23.88**	**25.07**	**3,575.87**	**4,345.47**
L10			*21.04*	*22.09*	*23.19*	*24.36*	*25.57*	3,647.38	4,432.38
L15			*21.46*	*22.54*	*23.66*	*24.84*	*26.08*	3,720.33	4,521.02
87265	**Court Clerk III**	SEIU	**23.89**	**25.08**	**26.33**	**27.65**	**29.03**	**4,140.93**	**5,031.87**
L10			*24.37*	*25.58*	*26.86*	*28.20*	*29.61*	4,223.75	5,132.50
L15			*24.86*	*26.09*	*27.39*	*28.77*	*30.20*	4,308.23	5,235.15
87365	**Court Clerk IV**	SEIU	**27.32**	**28.69**	**30.12**	**31.63**	**33.21**	**4,735.47**	**5,756.40**
L10			*27.87*	*29.26*	*30.72*	*32.26*	*33.87*	4,830.18	5,871.53
L15			*28.42*	*29.85*	*31.34*	*32.91*	*34.55*	4,926.78	5,988.96
87465	**Court Clerk V**	SEIU	**31.65**	**33.23**	**34.89**	**36.63**	**38.48**	**5,486.00**	**6,669.87**
L10			*32.28*	*33.89*	*35.59*	*37.36*	*39.25*	5,595.72	6,803.26
L15			*32.93*	*34.57*	*36.30*	*38.11*	*40.03*	5,707.63	6,939.33
03366	**Court Reporter**	SEIU	**45.69**	**47.97**	**50.37**	**52.89**	**55.53**	**7,919.60**	**9,625.20**
L10			*46.60*	*48.93*	*51.38*	*53.95*	*56.64*	8,077.99	9,817.70
L15			*47.54*	*49.91*	*52.40*	*55.03*	*57.77*	8,239.55	10,014.06

NOTE: Distribution of Steps is in 5% increments

Attachment B

Pay Scale Effective October 11, 2026

For Mendocino Court positions represented by SEIU

4% Base Wage Increase

JOB CODE	JOB TITLE	Rep	STEP A	STEP B	STEP C	STEP D	STEP E	1st Sp Monthly	Last Sp Monthly
86300	**Court Attendant**	SEIU	**28.31**	**29.73**	**31.22**	**32.78**	**34.42**	**4,907.07**	**5,966.13**
L10			*28.88*	*30.32*	*31.84*	*33.44*	*35.11*	*5,005.21*	*6,085.46*
L15			*29.45*	*30.93*	*32.48*	*34.10*	*35.81*	*5,105.31*	*6,207.17*
87165	**Court Clerk II**	SEIU	**21.46**	**22.53**	**23.66**	**24.84**	**26.08**	**3,719.73**	**4,520.53**
L10			*21.89*	*22.98*	*24.13*	*25.34*	*26.60*	3,794.13	4,610.94
L15			*22.33*	*23.44*	*24.62*	*25.84*	*27.13*	3,870.01	4,703.16
87265	**Court Clerk III**	SEIU	**24.85**	**26.09**	**27.39**	**28.76**	**30.20**	**4,307.33**	**5,234.67**
L10			*25.35*	*26.61*	*27.94*	*29.34*	*30.80*	4,393.48	5,339.36
L15			*25.85*	*27.14*	*28.50*	*29.92*	*31.42*	4,481.35	5,446.15
87365	**Court Clerk IV**	SEIU	**28.41**	**29.83**	**31.32**	**32.89**	**34.53**	**4,924.40**	**5,985.20**
L10			*28.98*	*30.43*	*31.95*	*33.55*	*35.22*	8,236.80	10,013.47
L15			*29.56*	*31.04*	*32.59*	*34.22*	*35.93*	8,401.54	10,213.74
87465	**Court Clerk V**	SEIU	**32.92**	**34.57**	**36.30**	**38.12**	**40.05**	**5,706.13**	**6,942.00**
L10			*33.58*	*35.26*	*37.03*	*38.88*	*40.85*	5,820.26	7,080.84
L15			*34.25*	*35.97*	*37.77*	*39.66*	*41.67*	5,936.66	7,222.46
03366	**Court Reporter**	SEIU	**47.52**	**49.90**	**52.40**	**55.02**	**57.77**	**8,236.80**	**10,013.47**
L10			*48.47*	*50.90*	*53.45*	*56.12*	*58.93*	8,401.54	10,213.74
L15			*49.44*	*51.92*	*54.52*	*57.24*	*60.10*	8,569.57	10,418.01

NOTE: Distribution of Steps is in 5% increments

Attachment C

Pay Scale Effective October 10, 2027

For Mendocino Court positions represented by SEIU

3% Base Wage Increase

JOB CODE	JOB TITLE	Rep	STEP A	STEP B	STEP C	STEP D	STEP E	1st Sp Monthly	Last Sp Monthly
86300	**Court Attendant**	SEIU	**29.16**	**30.62**	**32.15**	**33.76**	**35.45**	**5,054.40**	**6,144.67**
L10			*29.74*	*31.23*	*32.79*	*34.44*	*36.16*	*5,155.49*	*6,267.56*
L15			*30.34*	*31.86*	*33.45*	*35.12*	*36.88*	*5,258.60*	*6,392.91*
87165	**Court Clerk II**	SEIU	**22.10**	**23.21**	**24.37**	**25.59**	**26.87**	**3,830.67**	**4,657.47**
L10			*22.54*	*23.67*	*24.86*	*26.10*	*27.41*	3,907.28	4,750.62
L15			*22.99*	*24.15*	*25.35*	*26.62*	*27.96*	3,985.43	4,845.63
87265	**Court Clerk III**	SEIU	**25.60**	**26.88**	**28.22**	**29.63**	**31.11**	**4,437.33**	**5,392.40**
L10			*26.11*	*27.42*	*28.78*	*30.22*	*31.73*	4,526.08	5,500.25
L15			*26.63*	*27.97*	*29.36*	*30.83*	*32.37*	4,616.60	5,610.25
87365	**Court Clerk IV**	SEIU	**29.26**	**30.72**	**32.26**	**33.87**	**35.56**	**5,071.73**	**6,163.73**
L10			*29.85*	*31.33*	*32.91*	*34.55*	*36.27*	5,173.17	6,287.01
L15			*30.44*	*31.96*	*33.56*	*35.24*	*37.00*	5,276.63	6,412.75
87465	**Court Clerk V**	SEIU	**33.91**	**35.61**	**37.39**	**39.26**	**41.24**	**5,877.73**	**7,148.27**
L10			*34.59*	*36.32*	*38.14*	*40.05*	*42.06*	5,995.29	7,291.23
L15			*35.28*	*37.05*	*38.90*	*40.85*	*42.91*	6,115.19	7,437.06
03366	**Court Reporter**	SEIU	**48.95**	**51.40**	**53.97**	**56.67**	**59.50**	**8,484.67**	**10,313.33**
L10			*49.93*	*52.43*	*55.05*	*57.80*	*60.69*	8,654.36	10,519.60
L15			*50.93*	*53.48*	*56.15*	*58.96*	*61.90*	8,827.45	10,729.99

NOTE: Distribution of Steps is in 5% increments

Attachment B

Definitions

Class

A position or group of positions having duties and responsibilities sufficiently similar that (a) the same title may be used, (b) the same qualifications may be required, and (c) the same schedule of compensation may be made to apply with equity.

Domestic Partners

Two adults who have chosen to share one another's lives in an intimate and committed relationship of mutual caring as further defined in California Family Code Section.

Employee

Any person employed by the Court. Independent contractors are not employees.

Extra Help Employee

An employee employed in an extra help position.

Extra Help Position

A position which is intended to be occupied on less than a year-round basis including, but not limited to, emergencies, extra workloads of limited duration, to fill vacant positions during the recruitment period, and other situations involving a fluctuating staff or workload.

Extra help employees shall be hired at step one of the salary range and shall receive no additional benefits other than those required by law, except with the expressed approval of the Court Executive Officer.

Full-Time Employee

Employees who have successfully completed the probationary period, and are scheduled to work thirty-two (32) or more hours per week are considered full-time.

Hourly Employee

Hourly employees are paid by the hour. Wages will be based on the number of hours worked.

Limited Term Employee

A limited term employee is an employee who holds a limited term position. An employee will not change from limited term status unless specifically informed in writing of the change by Human Resources. Limited Term Position Employees are eligible for the Court's benefit package.

Limited Term Position

A position of limited duration normally lasting not longer than 12 months arising out of special projects, abnormal workloads, or emergencies.

Non-Exempt Employee

Non-exempt employees are those who are eligible to be paid for overtime work in accordance with the provisions of applicable wage and hour laws and any applicable agreement. This classification of employees is paid hourly and must receive additional pay for overtime work.

Part-Time Employee

Employees, who have successfully completed the probationary period and are regularly scheduled to work less than thirty-two (32) hours per week and more than twenty (20) hours per week, are considered part-time.

Position

A specific office, employment, or job calling for the performance of certain duties and the carrying of certain responsibilities by one individual either on a full-time, part-time, or extra help basis.

Probationary Employee

Employees who are within the probationary period.

Probationary Period

The period of time following his or her appointment during which an employee demonstrates satisfactory performance in order to justify his or her right to hold regular status.

Promotion

The movement of an employee from one class to another class having a higher maximum rate of pay.

Range

A sequence of wage steps used to identify the minimum, intermediate, and maximum wage rates which may be paid to employees within a class.

Reassignment

Movement of an employee from one court work location to another.

Reclassification

A change in the classification of a position by raising it to a higher class, reducing it to a lower class, or changing the title on the basis of substantial changes in the kind, difficulty, or responsibility of duties performed in such a position.

Regular Status

The status of an employee, following the successful completion of his/her probationary period, which entitles him/her to appeal a dismissal which he/she believes was made without cause.

Reinstatement

The return of a dismissed employee to his or her former position as a result of the appeal process.

Seniority

Length of service with the Court measured from the employee's date of hire. For the purposes of determining the order of layoff, retirement credit and vacation accrual, seniority shall include length of service with the County of Mendocino as a previous employer for those employees who transferred to the Court by operation of law on January 1, 2001, pursuant to Senate Bill 2140.

Separation

Any termination of employment. Termination may include death, dismissal, layoff, resignation, retirement, or assignment completion.

Series

Means two (2) or more classes with duties substantially similar in nature and character, but differing in level of difficulty, responsibility, and requisite supervision.

Temporary Employee

An employee who holds a temporary position. Temporary employees are not eligible for employee benefits.

Temporary Position

A position of limited duration, arising out of special projects, abnormal workloads or emergencies. normally lasting not longer than 12 months

Voluntary Time Off

Voluntary Time Off (VTO) is a voluntary pledge by an employee to reduce work hours without a corresponding loss in benefits or service time.

Y-Rate

A salary above the maximum salary of a range for a class that is paid to an employee who occupies a position within the range because the employee has a vested right in the higher salary.

Court Reporters Temporarily Assigned to Ten Mile Branch
Letter of Agreement

between

Superior Court of California, County of Mendocino

and

Service Employees International Union (SEIU), Local 1021

This letter of agreement is entered into between the Superior Court of California, County of Mendocino ("Court") and Service Employees International Union, Local 1021 ("Union") to document the understandings between the parties regarding employees in the classification of Court Reporter ("employees") assigned from the Ukiah Courthouse to the Fort Bragg - Ten Mile Branch on a daily or weekly basis. Effective October 2, 2022 the parties agree as follows:

- Transportation. Employees have the option of using the Court automobile or their personal vehicle to travel from the Ukiah Courthouse to the Ten Mile Branch. Reimbursement for mileage when using their personal vehicle will only occur if the Court automobile is unavailable. Reimbursement will be in accordance with the Judicial Council's Travel Expense Reimbursement Policy.

- Arrival. Employees are required to arrive at the Ten Mile Branch at a time that allows them to be set up and be ready to work at 9:00 a.m. unless an earlier time is required by the judge or supervisor.

- Departure. Employees are required to remain on site for all court proceedings in which a reporter is needed. Employees shall communicate with the Ten Mile Branch supervisor to determine whether all proceedings requiring their presence are concluded for the day. In the event their presence is no longer required at the Ten Mile Branch the employee has the option of completing the workday (5:00 p.m.) at the Branch or departing. If an employee elects to depart prior to the end of the workday (5:00 p.m.) she/he shall e-mail the on-site Branch supervisor or designee and the Administrative Services Coordinator of the time they are departing. If departing on or after 3:00 p.m. the employee shall not be required to use vacation, personal leave or comp leave time. If departing prior to 3:00 p.m. employees shall either return to the Ukiah Courthouse for further assignment or utilize vacation, personal leave or comp leave time. If notified by the Administrative Services Coordinator that their presence is required at the Ukiah courthouse once their work is concluded in Ten Mile, employees shall return to the Ukiah courthouse for further assignment.

- Coast Travel Stipend. Court Reporters who live along the Highway 101 corridor or east of the Highway 101 corridor and who are scheduled to staff the Ten Mile Branch shall be paid a 5% premium for hours worked on days they are assigned there.

In the event the needs of the Court require a Court Reporter to have a permanent assignment to the Ten Mile Branch these provisions will no longer apply.

Agreed to this date of October 15, 2025

Patrick Hickey, Chief Spokesperson
SEIU Team Leader

Kim Turner, Court Executive Officer
Superior Court of CA, County of Mendocino

Use of Artificial Intelligence
Side Letter of Agreement

between

Superior Court of California, County of Mendocino

and

Service Employees International Union (SEIU), Local 1021

During the term of the MOU commencing on October 1, 2025, the court proposes to pilot the use of artificial intelligence (AI) for a limited set of entry level clerical functions, such as citation data entry, efiling review, and similar tasks. The court's goal is to use AI to perform the types of functions that are repetitive and for which the court has a difficult time retaining entry level staff. The court and the union will meet and confer to discuss implementation and impact of AI once the court has decided how it can be applied. The court will ensure that no union positions will be lost due to the use of this technology over the term of this MOU. Instead, the court hopes to use union staff to perform more challenging tasks that require experience and good judgment.

Agreed to this date of October 15, 2025

Patrick Hickey, Chief Spokesperson
SEIU Team Leader

Kim Turner, Court Executive Officer
Superior Court of CA, County of Mendocino