

Tentative Agreement Dated November 5, 2021

Between

County of San Benito and Management Employees Group (MEG)

I. **Term:** 2-year term ending on September 30, 2023

II. **Salary:**

Article 2: Compensation

Salaries

The salary ranges for job classes and employees covered by this Agreement are set forth in the Class Title and Pay Plan for MEG employees ("Appendix A"), which is attached and incorporated by reference to this Agreement.

2.1.1 General Salary Increases

A. Effective the first pay period beginning after Association ratification and notice to the County in writing and approval of the successor agreement by the Board of Supervisors consistent with Brown Act requirements, each step of the salary range for classifications in this unit shall be increased by **three percent (3.0%)**.

Effective the first full pay period after October 1, 2022, each step of the salary range for classifications in this unit shall be increased by **three percent (3.0%)**.

B. One-Time COVID-19 Related Lump Sum

a) Effective the first pay period beginning after Association ratification and notice to the County in writing and approval of the successor agreement by the Board of Supervisors consistent with Brown Act requirements, a one-time COVID-19 Related Lump sum payment of **\$1,500.00** shall be paid as follows: The one time COVID-19 Related Lump Sum payment will be paid in the TBD, payroll check for employees still employed (in paid status) by the County at the time of payment subject to the following conditions. Employees who leave before or in the middle of the pay period that the lump sum is processed and paid shall not receive the lump sum. An employee who changes status from one bargaining unit to another during the pay period that the lump sum is processed shall only be entitled to one lump sum payment. Part-time employees shall receive the pro-rata share of the lump sum. All amounts are subject to required state and federal taxes. This one-time lump sum shall not be pensionable compensation.

b) **\$1,500.00** effective the first full pay period in October 2022. The COVID Related one-time lump sum will be paid in the payroll check that includes the first full pay period in October 2022, for employees still employed (in paid status) by the County at the time of payment subject to the following conditions. Employees who leave before or in the middle of the pay period that the one-time lump sum is processed and paid shall not receive the one-time lump

sum. An employee who changes status from one bargaining unit to another during the pay period that the lump sum is processed and paid shall only be entitled to one lump sum payment. Part-time employees shall receive the pro-rata share of the one-time lump sum. All one-time lump sum amounts are subject to required state and federal taxes. This one-time lump sum shall not be pensionable compensation.

2.1.2 Longevity

1. Effective the first day of the pay period following the completion of the **10th** year of service, two and one-half (2.5%) percent added to base salary. Employees with continuous full-time service to San Benito County are eligible for this differential.
2. Effective the first day of the pay period following the completion of the **15th** year of service, an additional 2.5% will be added to base salary for a total of five (5%) percent added to base salary. Employees with continuous full-time service to San Benito County are eligible for this differential.
3. Effective the first day of the pay period following the completion of the **20th** year of service, an additional 2.5% will be added to base salary for a total of seven and one-half (7.5%) percent added to base salary. Employees with continuous full-time service to San Benito County are eligible for this differential

2.1.3 NEW LANGUAGE REGARDING POSITION CONTROL:

Parties understand that the County may, within its management discretion, eliminate or un-fund vacant positions and institute a hiring freeze to meet the requirements of this package proposal.

2.1.3 G Step: Removal of Obsolete Language

III. **Medical:** As proposed on by the County on **October 15, 2021**, and attached as Exhibit A.

IV. **Holiday Closure:** Obsolete Holiday Language Removed.


V. **2.1.4 CalPERS Clean up Language: Special Assignment/Compensation:**


In the event that a unit member is assigned under the specific provisions described in Personnel Rule 6.7.6.5 of the County of San Benito Personnel Policies and Procedures, Special Compensation in conformance with the California Code of Regulations 571 may be reported to CalPERS as compensation earnable or pensionable compensation.


VI. **All other provisions not amended by this tentative agreement shall remain at status quo.**

Tentative agreements are subject to Board of Supervisors approval and MEG ratification of the entire agreement.

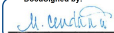
**For the County of San Benito:
Representative Signature(s) and dates**

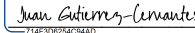
DocuSigned by:

11/5/2021
Dania Torres Wong
Chief Labor Negotiator

DocuSigned by:

11/5/2021
Edgar Nolasco
Deputy County Administrative Officer

DocuSigned by:

11/5/2021
Elvia Barocio
Human Resources Analyst II

**For the Management Employees Group:
Representative Signature(s) and dates**

DocuSigned by:

11/5/2021
Maxe Cendana
President of the Management Employees Group

DocuSigned by:

11/5/2021
Juan Gutierrez-Cervantes
Secretary of the Management Employees Group

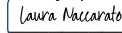
DocuSigned by:

11/5/2021
Laura Naccarato
Negotiation Team of the Management Employees Group

Exhibit A
SBC Proposal to MEG re Medical Insurance -language
Distributed at the Table 10.15.2021

Article 3.11 Medical Insurance

3.11 MEDICAL INSURANCE

3.11.1 Medical Insurance Plan Options:

The County currently offers to eligible employees medical plans through CSAC-EIA.

Starting on January 1, 2022, the County will offer medical plans to eligible employees, retirees, and their dependents through CalPERS Health.

3.11.2 Eligibility

Employees occupying permanent full time positions, who work a minimum of 0.9 FTE or more, and their eligible dependents, shall be entitled to participate in the County-sponsored medical plan consistent with plan eligibility requirements.

Employees occupying permanent part-time positions, who work a minimum of twenty (20) hours, but less than 0.9 FTE per week, and their eligible dependents, shall be entitled to participate in the County-sponsored medical plans consistent with plan eligibility requirements.

In either case cited above, the County contribution shall be based on the date-of-hire and full-time equivalent designation of the position on the Schedule of Authorized Positions adopted by the Board of Supervisors, not on the specific number of hours worked.

3.11.3. County Contribution

The County's monthly contribution for any medical plan shall be up to the maximum amounts for Full time permanent employees as describe below:

Employee Only	\$550.00
Employee Plus One	\$1,050.00
Family	\$1,315.00

As of January 1, 2022, only the PEMHCA Minimum contribution amount (in the amount of \$149.00/month for 2022) will be made as the monthly CalPERS health insurance contribution for all employees.

The difference between the PEMHCA Minimum contribution amount and the County's current contribution amounts (under the current MOU's) shall be paid to employees via a Health Reimbursement Account, or other similar Account.

As a result, the amount of total monthly County contribution towards Health for employees will be the sum of the Health Reimbursement Account amount, and PEMHCA Minimum amount as prescribed by Government Code section 22892, the sum of which would total the following amounts for active employees:

- a) Employee Only: \$550.00, which would include the PEMHCA Minimum
- b) Employee Plus One: \$1,050.00, which would include the PEMHCA Minimum
- c) Family: \$1,315.00, which would include the PEMHCA Minimum

The County's contribution above shall be prorated for positions that are less than .90 FTE rounding to the nearest one-quarter time. Any premium contributions required above the County's maximum monthly contribution shall be borne entirely by the employee. To receive this contribution, all employees must maintain health coverage through a County sponsored plan.

3.11.4 Premium Conversion

Employees in this Unit authorize the County to make a payroll deduction in the amount of the remainder of the premium required for the CSAC-EIA plans, or other approved County offered medical plan in which the employee and dependents are enrolled.

The County Agrees to continue to provide employees with an option to pay their insurance premium contributions on a pre-tax basis, as allowed in the Internal Revenue Code.

As of January 1, 2022, employees in the Unit authorize the County to make a payroll deduction in the amount of the remainder of the premium required for CalPERS Health plans, or other approved County offered medical plan in which the employee and dependents are enrolled.

The County Agrees to continue to provide employees with an option to pay their insurance premium contributions on a pre-tax basis, as allowed in the Internal Revenue Code.

3.11.5 Employee Opt out of Medical Benefits

Employees who are eligible to receive a "cash in lieu of" enrollment in the County's medical plan shall receive a taxable payment of \$150 monthly (pro-rated into biweekly installments of \$69.23).

To be eligible for the cash incentive, the employee must work a full-time schedule in an authorized full-time position and change from any level of medical plan coverage to no coverage, or if a new employee, choose no coverage.

Before January 1, 2022, whenever the employee changes to, or opts for, no coverage, the employee shall provide written proof of current alternate group coverage that is not an ACA or

Covered California Plan and sign a waiver stating that the employee ~~he or she~~ does have alternative coverage and that ~~he or she~~ the employee understands that the employee ~~he or she~~ will no longer receive coverage through a County-sponsored medical plan.

If the employee later decides to re-enter a County-sponsored health plan, the employee ~~he or she~~ must meet such requirements and conditions for approval as may be required by the medical plan provider or enroll during the annual open enrollment period for CSAC-EIA provided medical plans.

As of January 1, 2022, whenever the employee changes to, or opts for, no coverage, the employee shall provide written proof of current alternate group coverage that is not an ACA or Covered California Plan and sign a waiver stating that the employee does have alternate coverage and that the employee understands that the employee will no longer receive coverage through a County-sponsored medical plan. If the employee later decides to re-enter a County-sponsored health plan, the employee must meet such requirements and conditions for approval as may be required by the medical plan provider or enroll during the annual open enrollment period for CalPERS Health provided medical plans.

Procedures for exercising this option and for re-entering the County-sponsored health plans shall be established by the County.

3.12 DENTAL INSURANCE:

The County will maintain in effect the Delta Dental Insurance Program. The County will contribute thirty dollars (\$30.00) per full-time regular employee per month for those employees electing to participate in the dental insurance program. Permanent part-time employees (who work a minimum of twenty hours per week) hired after October 1, 2007 shall pay a proportionate share of the gross monthly premium, rounding to the nearest one-quarter time (same conditions as the medical insurance). The County's plan under Delta Dental provides the following:

1. The County will provide a dental open enrollment ~~each for alternating even years,~~ however, eligible enrollees may be able to opt into the plan mid plan year within thirty days of a qualifying event consistent with plan requirements.
2. An annual calendar year maximum benefit of \$1,500 per enrollee.
3. Orthodontia coverage to enrollees.
4. A PPO (network) plan. When using a dentist in the network, the \$50 annual deductible for members is waived. No change if using dentist out-of-network.

3.13 RETIREE MEDICAL INSURANCE

A. Eligibility and Maximum County Contribution

Employees in the Unit who retire from the County of San Benito and are eligible for a pension through CalPERS may enroll in a CSAC-EIA medical plan within ninety (90) calendar days of the date of separation as a retiree from the County if consistent with plan rules. To receive this contribution retirees must maintain health plan coverage through a County sponsored plan and receive CalPERS retirement.

As of January 1, 2022, Employees in the Unit who retire from the County of San Benito and are eligible for a pension through CalPERS may enroll in a CalPERS Health medical plan within ninety (90) calendar days of the date of separation as a retiree from the County. If consistent with plan eligibility. To receive this contribution, all retirees must maintain medical care coverage through a County sponsored plan and receive CalPERS retirement.

B. County Contribution for employees hired on or before September 30, 2013.

1. For pre-65 retirees or their eligible survivor (spouse and/or dependent) under CalPERS retirement law, who are not eligible for Medicare and not subject to paragraph C below, the amount of total monthly County contribution towards Health for these individuals will be the sum of direct reimbursement/payment from the County and the PEMHCA Minimum amount as prescribed by Government Code section 22892, the sum of which would total the following amounts until modified by a subsequent MOU:

- i. Retiree Only: \$550, which would include the PEMHCA Minimum
- ii. Retiree Plus One: \$1050.00, which would include PEMHCA Minimum
- iii. Retiree Plus Family: \$1,315.00, which would include the PEMHCA Minimum

2. For Medicare eligible retirees or their eligible survivor (spouse and/or dependent) under CalPERS retirement law, and not subject to paragraph C below, the amount of total monthly County contribution towards Health for these individuals will be the sum of direct reimbursement/payment from the County and the PEMHCA Minimum amount as prescribed by Government Code section 22892, the sum of which would total the following amounts until modified by a subsequent MOU:

- iv. Retiree Only: \$385.00, which would include the PEMHCA Minimum
- v. Retiree Plus One: \$735.00, which would include the PEMHCA Minimum
- vi. Retiree Plus Family: \$920.50, which would include the PEMHCA Minimum

B. County Contribution for employees hired on or before September 30, 2013

The County will make the following maximum monthly premium contribution to a CSAC-EIA medical plan:

1. For retirees who are not eligible for Medicare,

i. Retiree Only: _____ \$550

ii. Retiree Plus One: _____ \$1050

iii. Retiree Plus Family: _____ \$1315

2. For Medicare eligible retirees or their eligible survivors (spouse and/or dependent children) the County will contribute 70% of the amount stated in paragraph B1 above.

C. Employees Hired on or after October 1, 2013 – PEMCHA Minimum Contributions Only.

For the purposes of calculating the County's contribution towards medical plan premiums in the County's CSAC-EIA plan, employees hired on or after October 1, 2013 who retired from the County shall only receive a County monthly contribution equal to the PEMHCA minimum.

Those retirees or their eligible survivor (spouse and/or dependent) under CalPERS retirement law who are limited to receiving the PEMHCA Minimum upon retirement under the existing MOU's, will continue to receive the PEMHCA Minimum amount as prescribed by Government Code section 22892.

3.14 LIFE INSURANCE

The County shall maintain life insurance coverage for unit employees at Twenty-Thousand Dollars (\$20,000) per employee. In addition, it is possible for the employee to purchase additional insurance at the employee's expense.

3.15 VISION INSURANCE

The County agrees to provide MES Vision Insurance to all full-time regular employees effective January 1, 2008. The County agrees to pay the premium for coverage for the employee only and to maintain a vision insurance plan during the term of this agreement. The County agrees to pay for any increase in the premium for employee only coverage for vision care benefits during the term of this agreement. Employees may elect to pay for vision coverage for eligible dependents through voluntary payroll deductions and will be responsible for all cost and any increases during the term of this agreement.

3.16 INELIGIBLE DEPENDENTS

It is the responsibility of each employee to notify Human Resources upon any enrolled dependent(s) becoming ineligible.

3.17 IRS-125 PROGRAM

The County shall maintain the IRS-125 Program in effect for the term of this agreement to the extent allowable by law.