

RESOLUTION NO. 2023- 166

A RESOLUTION OF THE SAN BENITO COUNTY BOARD OF SUPERVISORS APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF SAN BENITO AND LAW ENFORCEMENT MANAGEMENT EMPLOYEES

WHEREAS, the Law Enforcement Management Employees (LEM) is the recognizing bargaining unit for identified job classes in the San Benito County Employees Association within San Benito County (County), and

WHEREAS, the County and the LEM are required under the Meyers-Milias -Brown Act to meet and confer in good faith regarding wages, hours and other terms and conditions of employment; and

WHEREAS, the County and the LEM having met and conferred in good faith reached a total tentative agreement on a successor collective bargaining agreement for the LEM; and

WHEREAS the successor collective bargaining agreement has been ratified by the membership of LEM, and the Board of Supervisors is required to ratify the successor collective bargaining agreement.

NOW, THEREFORE, BE IT FURTHER RESOLVED AND ORDERED that the San Benito County Board of Supervisors hereby enacts the following:

1. Approve the Memorandum of Understanding with LEM; and the County Administrator to sign the Memorandum of Understanding; and,
2. Authorize the County Administrator or his/her designee to make any technical edits as later identified.

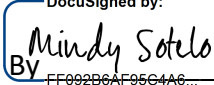
PASSED AND ADOPTED by the San Benito County Board of Supervisors, State of California, at the meeting of said Board held on the 12th day of December 2023 by the following vote:

AYES: 5 - Sotelo, Curro, Zanger, Kosmicki, Gonzales

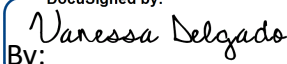
NOES: 0 - None

ABSENT OR NOT VOTING: 0 - None

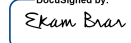
COUNTY OF SAN BENITO

DocuSigned by:

 By: FF002B6AF95C4A6...
 Mindy Sotelo
 Chair, Board of Supervisor

ATTEST:
 Vanessa Delgado
 Clerk of the Board

DocuSigned by:

 By: 3BEFBC2E3B23439...

APPROVED AS TO LEGAL FORM:
 San Benito County Counsel's Office

DocuSigned by:

 By: 242F0E0870F0470...
 Ekam Brar
 Deputy County Counsel

**AGREEMENT BETWEEN
THE COUNTY OF SAN BENITO**



AND

**THE LAW ENFORCEMENT
MANAGEMENT
EMPLOYEES OF SAN BENITO
COUNTY**

October 1, 2023 through September 30, 2025

AGREEMENT BETWEEN THE COUNTY OF SAN BENITO AND THE LAW
ENFORCEMENT MANAGEMENT EMPLOYEES OF SAN BENITO COUNTY

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AGREEMENT BETWEEN THE COUNTY OF SAN BENITO AND THE LAW ENFORCEMENT
MANAGEMENT EMPLOYEES OF SAN BENITO COUNTY

PARTIES TO THE AGREEMENT

This agreement has been executed by a representative of the Board of Supervisors and the County of San Benito (County) and by a representative of the San Benito County Law Enforcement Management (LEM).

COVERED CLASSIFICATIONS

The terms and conditions of this Agreement shall apply to the job classifications of Sheriff's Captain and Sheriff's Lieutenant and Superintendent of Juvenile Hall and Assistant Chief Probation Officer and Probation Program Manager.

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 the requirements of economic terms of this agreement.

TERM:

This Memorandum of Understanding between the County and LEM shall become in full force and effect on October 1, 2023 and shall continue in full force and effect until midnight, September 30, 2025.

COMPENSATION

GENERAL SALARY INCREASES

- A. Effective the pay period beginning October 1, 2023, each step of the salary range for classifications in this unit shall be increased by seven percent (7%). The seven percent (7.0%) retro salary increase to the salary range for the period of October 1, 2023, through December 9, 2023, shall only apply to the base salary range and no other pays affected by this retro increase.
- B. Effective the first full pay period after October 1, 2024, each step of the salary range for classifications in this unit shall be increased by six percent (6%).

Uniform Allowance: Employees shall continue to receive the thirty-dollars (\$30) per pay period uniform allowance.

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Special Assignment/Compensation Pay: In the event that an employee 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.

RETIREMENT BENEFIT AND CONTRIBUTIONS:

Effective January 10, 2011, the County amended the CalPERS contract to a retirement of 3% at 55 full formula as provided in Govt. Code Section 21363.1, for Local Safety Members hired on or before December 31, 2012. Employees will pay the 9% employee contribution and the County will continue to pay the full employer contribution.

New members, as defined by PEPRRA, are subject to the new Pension rules requiring a contribution of 50% of the normal cost and a new formula (2.7% @ 57).

OTHER COMPENSATION AND LEAVE:

Administrative Leave: Covered employees shall be credited with eighty (80) hours of Administrative Leave on January 1 of each calendar year. For new employees hired or promoted after January 1, the amount of leave credited to their accounts shall be pro-rated based on their employment or promotional start date. Administrative Leave must be used in the year which it is granted or the employee will be eligible for a cash payout at the end of the calendar year, not to exceed forty (40) hours of the remaining unused balance.

Vacation Leave Accrual Limits: The maximum accrual for employees is equal to two times the employees' yearly accrual rate. Once the employee reaches this maximum, they shall no longer accrue vacation until vacation is used and accrual level are below the maximum allowance.

Floating Holidays: Three per calendar year. For new employees hired or promoted after January 1, the amount of leave credited to their accounts shall be pro-rated based on their employment start date. Floating holidays must be taken by the end of the calendar year or they will be lost.

Paid Holidays. All observed County holidays off.

Sick Leave. Members of this unit have the same sick leave benefits as those provided to the Deputy Sheriff's Association in Article XIII of the DSA MOU, "SICK LEAVE."

In accordance with County Personnel Rule 6.11.3, paragraph (h), employees leaving County service shall forfeit all accumulated Sick Leave, except that those retiring under CalPERS shall be paid for

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one half (50%) of such Sick Leave. An employee retiring under CalPERS may choose to receive this payment either 1) in cash upon separation, or 2) as converted additional service credit. A retiring employee must notify the County Administrative Office (CAO) in writing of their irrevocable payment choice prior to separation. In the event that an employee fails to notify CAO of their irrevocable payment choice, an irreversible cash payment will be issued. In no event shall an employee be eligible to receive both a 50% cash payment and a 50% service credit conversion.

All other sick leave shall be as provided for in the County Personnel Policies and Procedures and shall remain unchanged for the term of this agreement.

Bilingual Pay. Until employees in the classifications supervised by members of this unit possess sufficient bilingual skills, bi-lingual employees (Spanish) in this unit shall receive One hundred and Twenty-Five (\$125.00) per month when conducting work normally done by subordinate positions. This payment shall be made to individuals who have taken and passed a proficiency test and who are utilized by the department for more difficult interpreter work, translator work, testifying in court, etc. It is understood that, relative to incidental bilingual contacts, per previous past practice, Unit employees will endeavor to communicate with non-English speaking persons to the best of their ability without additional compensation.

Post Pay: Individuals in the Sheriff's Captain Operations classification possessing a POST Management Certification shall receive an additional 2.5% of base pay.

Longevity/Retention Pay:

1. Effective the first day of the pay period following the completion of the 10th year of service, five (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 5.0% will be added to base salary for a total of ten (10%) 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 5.0% will be added to base salary for a total of fifteen (15%) percent added to base salary. Employees with continuous full time service to San Benito County are eligible for this differential

EMPLOYEE MEDICAL INSURANCE:

Medical Insurance Plan Options:

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The County currently offers to eligible employees medical plans through CalPERS Health.

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.

County Contribution

Effective the first full pay period in January 2024 (starting January 7, 2024) assuming ratification and BOS approval by December 2023, the County’s monthly contribution for any medical plan shall be up to the maximum amounts for Full time permanent employees as describe below for the duration of the contract:

| | |
|-------------------|------------|
| Employee Only | \$750.00 |
| Employee Plus One | \$1,250.00 |
| Family | \$1,515.00 |

As of January 12024, only the PEMHCA Minimum contribution as determined by CalPERS 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:

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MANAGEMENT EMPLOYEES OF SAN BENITO COUNTY

Effective the first full pay period in January 2024 (starting January 7, 2024) assuming ratification and BOS approval by December 2023, and for the duration of the contract.

- a. Employee Only: \$750.00, which would include the PEMHCA Minimum
- b. Employee Plus One: \$1,250.00, which would include the PEMHCA Minimum
- c. Family: \$1,515.00, 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 medical coverage through a County sponsored plan.

Premium Conversion

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.

LEM employees in this 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.

Employee Opt-out of Medical Coverage

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.

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 alternative 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.

Health Reimbursement Account

Health Reimbursement Account Annual County Contribution for PREMIUM COSTS ONLY and excess amounts will not be carried over to the subsequent calendar years.

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Beginning in January 2024, the County shall provide a Health Reimbursement Account in accordance with IRS regulations for active employees only. For calendar years of January 2024 and January 2025, employees who are enrolled in the County's Medical Plan shall be provided the benefit as described below into a qualified HRA plan:

Employees enrolled in the County's Employee Only Medical Plan: \$1,500 maximum. Benefit provided over 24 pay periods.

Employees enrolled in the County's Employee Plus One Medical Plan: \$3,000 maximum. Benefit provided over 24 pay periods.

Employees enrolled in the County's Employee Plus Family Medical Plan: \$4,000 maximum. Benefit provided over 24 pay periods.

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 eligibility. To receive this contribution, all retirees must maintain medical care 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. Effective the contribution schedule for January 2024, 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: \$750.00, which would include the PEMHCA Minimum
- ii. Retiree Plus One: \$1,250.00, which would include the PEMHCA Minimum
- iii. Retiree Plus Family: \$1,515.00, which would include the PEMHCA Minimum
- iv.

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2. Effective the contribution schedule for January 2024, 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: \$525.00, which would include the PEMHCA Minimum
- v. Retiree Plus One: \$875.00, which would include the PEMHCA Minimum
- vi. Retiree Plus Family: \$1,060.50, which would include the PEMHCA Minimum

- C. Employees Hired on or after October 1, 2014. PEMHCA Minimum Contributions Only.

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.

Ineligible Dependents

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

OVERTIME EXEMPTION STATUS

Employees in the LEM are exempt from overtime provisions of the State and Federal Fair Labor Standards Act (FLSA) and therefore are not entitled to any additional compensation for hours worked in excess of forty hours per workweek.

Although it is expected that LEM employees will work forty (40) hours, if not more, per week, and be present at their offices during regular business hours, in recognition of their exempt status, LEM employees shall not be subject to deduction in pay for partial-day absences from work. Employees must accurately report the number of hours worked and the numbers of hours on leave for a partial day absence in a format to be determined by the County.

EXISTING RIGHTS AND BENEFITS

All existing rights and benefits available to the Deputy Sheriff's Association in regards to POST

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Certificate Pay, vacation leave, sick leave, bereavement leave, dental insurance, vision insurance, life insurance, long-term disability insurance and tuition reimbursement shall remain in full force and effect during the term of this agreement.

PAYROLL/PERSONNEL TRANSACTIONS

Unless otherwise stated in this MOU, all new payroll/personnel transactions that affect compensation and benefit payments, including but not limited to step increases, promotions, demotions, and transfers will be effective on the first day of the pay period following the effective date of the relevant transaction.

The parties agree to reopen this MOU solely for the purposes to meet and confer over the impacts within the scope of representation related to the implementation of the County's new payroll system. Discussions may include, but are not limited to the following: direct deposits, W2 processing, and time entry process.

**AGREEMENT BETWEEN THE COUNTY OF SAN BENITO AND THE LAW ENFORCEMENT
MANAGEMENT EMPLOYEES OF SAN BENITO COUNTY**

IN WITNESS WHEREOF,

The parties hereto have caused this Memorandum of Understanding to be executed by affixing their signature below.

| County of San Benito | Law Enforcement Management |
|--|---|
| <p>MINDY SOTELO Chair, County Board of Supervisors</p> <p>DocuSigned by: <i>Mindy Sotelo</i> FF092B6AF95C4A6...</p> | <p>THOMAS KEYLON</p> <p>DocuSigned by: <i>Thomas Keylon</i> 41BEE50C8395420...</p> |
| <p><u>HENIE RING</u> Deputy County Administrative Officer</p> <p>DocuSigned by: <i>Henie Ring</i> D2D86C4D1C31489...</p> | <p>TOMAS CORRAL</p> <p>DocuSigned by: <i>Thomas Corral</i> 55A142B9C89F462...</p> |
| <p><u>EKAM BRAR</u> Deputy County Counsel</p> <p>DocuSigned by: <i>Ekam Brar</i> 249F8FD870FB47D...</p> | <p>ADAM LOBDELL</p> <p>DocuSigned by: <i>Adam Lobdell</i> AFE684831289447...</p> |
| <p><u>ELVIA BAROCIO</u> Human Resources Analyst II</p> <p>DocuSigned by: <i>Elvia Barocio</i> D8837F40176D4A8...</p> | |