

RESOLUTION NO. 2023-163

**A RESOLUTION OF THE SAN BENITO COUNTY BOARD OF SUPERVISORS APPROVING
THE MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF SAN BENITO
AND WITH MANAGEMENT EMPLOYEES GROUP (MEG)**

WHEREAS, the Management Employees Group (MEG), is the recognized bargaining unit for certain identified job classes within San Benito County (County), and

WHEREAS, the County, and the Management Employees Group (MEG), is 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 Management Employees Group (MEG), having met and conferred in good faith reached a total tentative agreement on a successor collective bargaining agreement for the MEG Unit; and

WHEREAS, the successor collective bargaining agreement has been ratified by the membership of the Management Employees Group (MEG), 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. Approves the Tentative Agreements and the Memorandum of Understanding with MEG and direct the Chief Negotiators, Chair of the Board of Supervisors and the County Administrative Officer to sign the Memorandum of Understanding; and
2. Authorize the County Administrative Officer to implement the terms and conditions as outlined in the MOU, retroactively effective to October 1, 2023.
3. Authorize the County Administrative Officer or his/her designee to make any technical edits as later identified.
4. Directs the County Administrative Officer to take such further action as may be necessary to immediately implement the MOU and the direction of the Board set forth herein.

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

DocuSigned by: COUNTY OF SAN BENITO

By: Mindy Sotelo
Mindy Sotelo
Chair, Board of Supervisors

ATTEST:
Vanessa Delgado
Clerk of the Board

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

DocuSigned by: Ekam Brar
By: Ekam Brar
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Ekam Brar
Deputy County Counsel

2023 – 2025 MOU Between the County of San Benito and the Management Employees Group
(MEG)

MEMORANDUM OF UNDERSTANDING

between the

COUNTY OF SAN BENITO



and the

MANAGEMENT EMPLOYEES GROUP (MEG)

for the period of

October 1, 2023 September 30, 2025

2023 – 2025 MOU Between the County of San Benito and the Management Employees Group
(MEG)

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ARTICLE 1: GENERAL PROVISIONS

1.1 APPLICATION

This Employment Agreement applies to the Management Employees Group (MEG) Employees in the job classifications as listed on "Appendix A," attached.

1.2 TERM

This Memorandum of Understanding represents the entire Agreement between San Benito County and the San Benito County Management Employees Group on subjects contained herein and shall become in full force and effect, unless otherwise noted, upon adoption and ratification, and shall continue in full force and effect until midnight September 30, 2025, and the terms and conditions contained herein will thereafter continue in effect until the parties reach agreement on a successor Agreement or the Board of Supervisors takes action to modify the benefits provided hereunder.

1.3 PERSONNEL RULES

Except as otherwise modified herein, the Personnel Rules, as adopted, and from time to time amended by the Board of Supervisors, shall apply to the Management Employees Group (MEG) Employees covered by this Agreement. Notwithstanding the above, a probationary period may be extended for a maximum of three months upon mutual agreement of the employee and the department head. Such agreement must be in writing and dated prior to the end of the regular probation period for the employee's classification.

1.4 ASSOCIATION REPRESENTATION

The Association has the right to represent its members as specified by state law and pursuant to the County Employer Employee Relations Resolution. The Association will notify the County and maintain such notice during the term of this Agreement of its elected officers.

Official representatives shall represent the Association in jointly scheduled meetings with the County to address matters of mutual concern. Association official representatives who are County employees may utilize time during normal working hours when requested by the County for meeting and conferring with authorized representatives of the County subject to advance scheduling. Such meetings will normally be scheduled during regular working hours.

Association Representatives may represent employees against whom disciplinary action is pending and on any matters the Association has the right to represent its members,

At the request of the Association, on an annual basis, the County shall, furnish the Association with an alphabetical list of all employees in the bargaining unit, identifying them by name, work email, home address, home telephone number, cell phone number and home email address (if provided by employee to the County), date of hire, Department name, current step, and annual salary.

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1.5 NEW EMPLOYEE ORIENTATION

The County will provide the Association with the name, job title, department, work location, home address and personal telephone number, and personal email (if provided to the County by the employee) of all new hires covered by this Agreement within 30 days of hire or by the first pay period of the month following hire.

The County will provide the Association notice of any new employee orientations for MEG represented employees and send an electronic notification list of expected participant(s) at least forty-eight (48) hours in advance of the orientation.

The County will permit one MEG Representative to address new hires during the County new hire orientation. The Association Representative will be given 30 minutes at the conclusion of the orientation session to address bargaining unit employees who wish to remain for a brief informational presentation.

ARTICLE 2: COMPENSATION

2.1 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 on October 1, 2023, each step of the salary range for classifications in this unit shall be increased by seven percent (7.0%). 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 (6.0%).
- C. The parties understand that these increases may cause the County to exercise its management discretion as described in 2.1.3 below.

2.1.2 RETENTION/LONGEVITY PAY:

Existing employees that have the following tenure in regular, full-time positions with the County of San Benito shall receive additional compensation, as follows:

- 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

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- 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 POSITION CONTROL:

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

ARTICLE 3: BENEFITS

3.1 ADMINISTRATIVE LEAVE:

MEG Employees shall be credited with eighty (80) hours of Administrative Leave each calendar year on January 1. For new employees hired or promoted into MEG or 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 calendar year in 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.

3.2 VACATION

A. Benefit Summary:

Vacation Leave Accruals	
Years of Service	Biweekly Accrual
Up to 4 years	3.08 hours
4 -10 years	4.62 hours
10-15 years	5.85 hours
15 plus years	6.46 hours

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B. Accrual Limits:

Employees' existing vacation balances and dollar values was "frozen" at the beginning of the first pay period following execution of the 2015- 2017 agreement. If any amount of leave is left in the "frozen" account at the time of separation, the employee will be cashed out by the hourly rate on the "freeze date." Vacation in the new account and the frozen bank shall be available for use for paid leave at the current rate of pay at the employee's option subject to the Department Head approval of the time off.

Starting the first pay period following the execution of the 2015-2017 agreement, employees started accruing vacation into a new account. The new vacation account shall be subject to the accrual limits stated below.

An employee shall not accrue vacation credit in excess of an amount equal to two (2) times the employee's yearly accrual rate. However, the vacation accrual limit shall only be enforced as of December 31 of each year, as stated in the Personnel Policies regarding Limits on Accruals.

3.2.1 VACATION ACCRUALS FOR NEW HIRES WITH PREVIOUS PUBLIC SECTOR EXPERIENCE

At time of hire and upon recommendation of Department Heads, with verification by Human Resources, the County Administrative Officer may authorize a vacation accrual rate for employees with previous public sector experience to be set equivalent to what their accrual would be if their service time with other public agencies was earned in San Benito County.

0 Years – 3.99 years of service earn 3.08 hours per pay period

4 Years – 9.99 years of service earn 4.62 hours per pay period

10 Years – 14.99 years of service earn 5.85 hours per pay period.

15 Years of service or greater earn 6.46 hours per pay period.

3.3 SICK LEAVE

Sick Leave Accrual	
4.62 hours per pay period	2000 hours accrual limit

For employees hired on or after October 1, 2014, sick leave is forfeited upon resignation or termination, except that if the employee is retiring under the PERS, the employee can cash out 25% of their sick leave.

Employees hired before October 1, 2014 still have the option to cash-out 50% of sick leave at retirement, in accordance with the County Personnel Policies and Procedures. All other sick

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

3.4 HOLIDAYS

A. 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.

B. Paid Holidays.

All observed County holidays off.

C. Full Holiday Christmas Eve or New Year's Eve:

Subject to scheduling by Department Heads that ensures adequate management coverage, MEG employees will be given either Christmas Eve or New Year's Eve off as paid time.

3.5 BEREAVEMENT LEAVE

Individuals attending to a death in the immediate family shall be allowed up to five (5) days of bereavement leave. An immediate family member is defined as a spouse, registered domestic partner, mother, father, grandmother, grandfather, daughter, son, granddaughter, grandson, sister, or brother and step-relatives and in-laws of the same categories. Bereavement leave is in addition to an employee's accrued sick leave and vacation leave.

Department Heads have discretion to allow more than five (5) days when exceptional circumstances warrant additional leave. If approved, employees must use other accrued leave or take the additional days unpaid.

3.6 PERS RETIREMENT BENEFIT

A. "Classic" Employees

For employees hired prior to January 1, 2013, or were members of CalPERS or a retirement system that has reciprocity with CalPERS the County shall continue to provide the 2% at 55 PERS retirement program for Miscellaneous Employees. These miscellaneous employees shall contribute the full 7% towards the employee CalPERS contribution.

B. "New" PEPRA Employees

For employees hired on or after January 1, 2013, and prior to that date were not members of CalPERS or a retirement system that has reciprocity with CalPERS, the County shall provide the retirement program in conformance with the requirements of California Public Employees' Pension Reform Act of 2013 ("PEPRA"), Gov. Code § 7522 et seq, as may be amended. As of FY 2013/2014, Miscellaneous PEPRA employees under this formula will receive the 2% at 62

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retirement benefit. Employees under this formula shall pay 50% of the normal cost rate as determined by CalPERS on an annual basis.

Thus this amount may change during the term of this agreement, only if CalPERS increases the employee contribution for "new members" as defined by PEPRA during the term of this agreement.

3.7 MILEAGE REIMBURSEMENT

The County's mileage reimbursement rate shall be equal to that allowable under IRS regulations. Thereafter, the rate shall be maintained at whatever amount is provided for by the IRS.

3.8 TUITION REIMBURSEMENT

The County has developed a tuition reimbursement program for Unit employees. The program includes: Maximum reimbursement of up to Seven Hundred Fifty Dollars (\$750.00) per eligible employee per fiscal year; Reimbursement for job related, pre-approved courses from accredited educational institutions; Reimbursement upon successful course completion.

The Administrative Policy outlining the details of the program is available in the Administrative Offices.

3.9 SAFETY EQUIPMENT AND CLOTHING

The County shall supply employees with any safety equipment, tools, or clothing required by the State of California, Department of Labor, and Division of Occupational Health Safety. County will pay \$50.00 per year for rain gear.

Each employee required by the County to wear safety footwear shall be required to purchase and wear OSHA-approved safety footwear and shall receive a two-hundred dollar (\$200) maximum allowance per year that may be used for more than one pair of safety footwear. The allowance shall be paid at the end of June of each year to those employees in classes requiring safety footwear.

3.10 INSURANCE COMMITTEE

The Association and County agree to continue to participate in the joint insurance committee and to make appropriate recommendations to the Union and County regarding possible changes in insurance coverage during the term of this agreement. Implementation of any changes will be subject to the meet and confer process. The Health Plan Committee will be comprised of up to two (2) members from each of the County's bargaining units, in addition to one (1) staff representative from each Union, two (2) County administration representatives, and (2) unrepresented employees.

3.11 MEDICAL INSURANCE

3.11.1 Medical Insurance Plan Options:

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The County currently offers to eligible employees medical plans 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

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 1, 2024, only the PEMHCA Minimum contribution amount (in the amount of \$\$157.00/month for 2024) 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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Effective the first full pay period in January 2024 (starting January 7, 2024, assuming ratification and BOS approval by December 2023) 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 health coverage through a County sponsored plan.

3.11.4 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.

MEG 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.

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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.

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.

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

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

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.

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 year, 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

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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. 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 PEMHCA Minimum
 - iii. Retiree Plus Family: \$1,515.00, which would include the PEMHCA Minimum
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, 2013 - PEMCHA 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.

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.

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3.15 VISION INSURANCE

The County agrees to provide EyeMed Vision Insurance to all full-time regular employees. 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.

ARTICLE 4: FLEXIBLY-STAFFED JOB CLASS TITLES

Positions in the following job classifications are flexibly staffed; that is, they may be filled by the Department Head in her or his discretion at any of the levels shown below based on the employee's knowledge and experience, the needs of the department, financial considerations, and (where applicable) Merit System Services rules.

Human Services Agency-- Staff Services Analyst I/II/Senior

ARTICLE 5: OVERTIME-EXEMPT STATUS

Employees in MEG positions are exempt from the overtime provisions of the State and Federal Fair Labor Standards Acts (FLSA) and, therefore, are not entitled to any additional compensation for hours worked in excess of eight (8) hours per day or forty (40) hours per week. Employees in this bargaining group shall deduct from paid leave any leave taken of more than four (4) hours in one day. However, at the discretion of the Department Head or designee, this requirement may be waived, in writing for a specified duration of time due to departmental operational needs.

It is expected that MEG Employees will generally work forty (40) hours (if not more) per week and be present at their offices during regular business hours. Employees will accurately report the number of hours worked (including any hours in excess of eight (8) hours per day or forty (40) hours per week), as well as the number of hours not worked due to any such partial day absence, in a format to be determined by the County. Employees should notify their supervisor prior to taking a partial day absence.

An employee's supervisor shall not deny an employee the right to use the partial day absence benefit for otherwise approved time off.

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ARTICLE 6: NEW PAYROLL SYSTEM CONTRACT RE-OPENER

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.

Unless otherwise stated in the 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

ARTICLE 7: FULL UNDERSTANDING, MODIFICATION AND WAIVER

This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right to negotiate, and agrees that the other party shall not be required to negotiate, with respect to any matter covered herein during the term of this Memorandum of Understanding. Nothing in this paragraph shall preclude the parties from jointly agreeing to meet and confer on any issue(s) within the scope of representation during the term of this Agreement.

No agreement, alternation, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by the County Board of Supervisors and San Benito County Management Employees Group. The waiver of any breach, term, or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 8: SAVINGS PROVISION

If any provisions of this Memorandum of Understanding are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law or an agency of the State, but all other provisions will continue in full force and effect.

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**AGREEMENT BETWEEN THE COUNTY OF SAN BENITO AND THE MANAGEMENT
EMPLOYEES GROUP (MEG)**

IN WITNESS WHEREOF,

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

DocuSigned by:

Mindy Sotelo

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Mindy Sotelo, Chair of Supervisors

DocuSigned by:

Erique Arreola

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Erique Arreola, President

DocuSigned by:

Henie Ring

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Henie Ring, Deputy County Administrative Officer

DocuSigned by:

Lupe Rubalcava

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Lupe Rubalcava, Vice President

DocuSigned by:

Carol Allen

Carol Allen

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Dania Torres Wong, Chief Labor Negotiator

DocuSigned by:

Megan Velez

Treasure

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Megan Velez, Secretary

DocuSigned by:

Ekam Brar

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Ekam Brar, Deputy County Counsel

DocuSigned by:

Joshua Mercier

Secretary

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Joshua Mercier, Negotiation Team

DocuSigned by:

Elvia Barocio

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Elvia Barocio, Human Resources Analyst II

2023 – 2025 MOU Between the County of San Benito and the Management Employees Group
(MEG)

APPENDIX A

**CLASSIFICATION TITLES,
SALARY RANGES, AND
EFFECTIVE DATES
FOR
MEG EMPLOYEES**

APPENDIX A

MEG Effective October 1, 2023

Code	Class Title	A	B	C	D	E	F	G
23.8-M2-ACCT3 -	Accountant III	34.5872	36.3193	38.1328	40.0348	42.0473	44.148	46.3521
25.8-M2-ASMGR -	Admin. Services Manager	38.1328	40.0348	42.0473	44.148	46.3596	48.6817	51.1141
20.8-M2-ASSPEC -	Admin. Services Specialist	29.8695	31.366	32.9359	34.5872	36.3193	38.1328	40.0422
M-ADMSP2 -	Administrative Specialist II	38.1328	40.0348	42.0473	44.148	46.3596	48.6817	51.1141
40.6-M1-ADMPW -	Administrator - Public Works	78.6025	82.5463	86.6817	91.0236	95.5865	100.3706	105.395
20.8-M2-ASSOMGR -	Assessor's Office Manager	30.9148	32.4637	34.0886	35.7978	37.5906	39.4674	41.4437
33.3-M2-ASSTASS -	Assistant Assessor	55.0063	57.7633	60.6602	63.7047	66.8966	70.2433	73.752
34.9-M2-ADPLBLDG -	Assistant Director-Planning Bldg	59.4808	62.4665	65.5993	68.8869	71.9535	75.9635	79.7599
M2-ADA -	Assistant District Attorney	73.8196	77.509	81.3912	85.4551	89.7232	94.2185	98.9294
30.4-M2-ASCLKREC -	Asst. County-Clerk Recorder	47.7379	50.1336	52.6403	55.2792	58.0433	60.955	63.9997
33.7-M2-ADBH -	Asst. Director-Behavioral Health	64.7924	68.032	71.4336	75.0052	78.7555	82.6935	86.8279
35.5-M2-ADHSA -	Asst. Director-Human Services	61.2574	64.3312	67.5526	70.9361	74.4893	78.2192	82.1334
35.9-M2-ADPWE -	Asst. Director-Public Works Eng.	62.4665	65.5993	68.8869	72.3368	75.9635	79.7672	83.7552
27.7-M2-CSBH -	BH-Clinical Supervisor	48.3244	50.7407	53.2778	55.9417	58.7386	61.6758	64.7595
CAPTL-PRGRM-MNGR -	Capital Program Manager-M2	40.5404	42.5674	44.6954	46.9301	49.2768	51.7405	54.3275
25.7-M2-CPMGR -	Capitol Project Manager	37.9486	39.8432	41.8409	43.9342	46.1309	48.4455	50.8709
M-CHIEFAP -	Chief Appraiser	45.9025	48.2098	50.6201	53.156	55.8245	58.6182	61.5523
25.4-M2-CBO -	Chief Building Official	47.5866	49.966	52.4643	55.0878	57.842	60.7341	63.7707
MEG-CHDEPCCRE -	Chief Deputy Clerk-Rec-Elect	45.9025	48.2092	50.6201	53.156	55.8245	58.6182	61.5523
22.1-M2-CDTXCOLL -	Chief Deputy Tax Collector	33.6463	35.3263	37.0971	38.9475	40.8999	42.9432	45.1001
M-CHSUPATTI -	Child Sup Attorney I	35.2653	37.027	38.8848	40.8308	42.8727	45.0179	47.2661
M-CSATTII -	Child Sup Attorney II	40.8308	42.8727	45.0179	47.2736	49.6474	52.1241	54.7336
M-CSATTIII -	Child Sup Attorney III	47.2736	49.6474	52.1241	54.7408	57.4833	60.3654	63.3804
23.6-M2-CSBRMGR -	Child Support Branch Manager	34.248	35.9657	37.7643	39.6515	41.6343	43.7204	45.91
M-DFO -	Department Fiscal Officer	42.8727	45.0179	47.2736	49.6474	52.1241	54.7408	57.4758
31.1-M2-DAGCOM -	Deputy Ag Commissioner	49.4039	51.8735	54.4755	57.2031	60.0707	63.0855	66.2404
31.1-M2-DAGCOMSL -	Deputy Ag Commissioner/Sealer	49.4039	51.8735	54.4755	57.2031	60.0707	63.0855	66.2404
M-DPDRCSS -	Deputy Dir of Child Support Serv	45.6222	47.9039	50.2991	52.8078	55.4528	58.2226	61.1286
33.5-M2-DDIRHSA -	Deputy Director H H SVS Agency	55.5517	58.3309	61.2574	64.3312	67.5526	70.9361	74.4818
M-DDRMA -	Deputy Director RMA	58.6207	61.5518	64.6294	67.8607	71.2538	74.8165	78.5572
24.2-M2-DEPDA1 -	Deputy District Attorney I	38.2663	40.1735	42.1941	44.3054	46.519	48.846	47.2661
27.2-M2-DEPDA2 -	Deputy District Attorney II	44.3054	46.519	48.846	51.2867	53.8635	56.5538	59.3804
30.2-M2-DEPDA3 -	Deputy District Attorney III	51.2867	53.8635	56.5538	59.3917	62.3658	65.4989	68.7682
M-DRSHERAD -	Director of Admin Services	45.7595	48.0474	50.4501	52.9726	55.621	58.402	61.3221
33.8-M2-DIRNUR -	Director of Nursing	56.37	59.1934	62.1641	65.2821	68.5478	71.983	75.58
32.6-M1-DIRIWM -	Director-Int Waste Mngmt	53.156	55.8245	58.6182	61.5596	64.6483	67.8843	
39.2-M1-DPLNBLDG -	Director-Planning & Building	73.4059	77.0839	80.9467	85.001	89.2619	93.7362	98.4229
24.7-M2-EMSCOORD -	Emergency Med Svcs Coordinator	36.1424	37.9486	39.8432	41.8409	43.9342	46.1309	48.4348
28.8-M2-EHMGR -	Environmental Health Manager	44.148	46.3596	48.6817	51.1215	53.6793	56.37	59.1861
29.6-M2-ENGSR -	Engineer-Senior	47.4158	49.7996	52.2857	54.9078	57.6663	60.5496	63.5805
28.6-M2-DEXDIRF5 -	EX Director First Five SBC	43.7204	45.9025	48.2098	50.6201	53.156	55.8245	58.6182
25.7-M2-FACGRMGR -	Facilities & Grounds Manager	37.9486	39.8493	41.8458	43.9379	46.1261	48.4455	50.8708
M-GANGPREVCOORD -	GANG PREVENTION COORDINATOR	37.3956	39.2683	41.2288	43.2931	45.4602	47.7379	50.1264
M-GISMGR -	Geographic Info Syst (GIS) Mgr.	43.4338	45.6159	47.8973	50.2998	52.8237	55.4687	58.235
M-MHCMSEVMGR -	MH Case Management Services Mgr	43.8317	46.0234	48.3244	50.7407	53.2777	55.9416	58.7385
18.3-M2-MGHSGMGR -	Migrant Housing Manager	26.4271	27.7539	29.147	30.6065	32.1398	33.7468	35.4351
M-PHARM -	Pharmacist	55.5517	58.3309	61.2574	64.3312	67.5526	70.9361	74.4818
28.6-M2-PLNRPRIN -	Principal Planner	43.7204	45.9025	48.2098	50.6201	53.156	55.8245	58.6182
25.2-MEG-PRG MGR -	Program Manager	37.027	38.8848	40.8308	42.8727	45.0179	47.2736	49.6399
23.6-M2-PTXACANL -	Property Tax Sp Acctng Analyst	34.248	35.9657	37.7643	39.6515	41.6343	43.7204	45.91
33.8-M2-PHNRDIR -	Public Health Nurse Director	56.37	59.1934	62.1641	65.2821	68.5478	71.983	75.58
M-PHNM -	Public Health Nursing Manager	49.9964	52.4977	55.1315	57.898	60.7974	63.8424	67.0336
25.8-M2-PWSUPT -	Public Works Superintendent	38.4025	40.3097	42.3416	44.4529	46.6892	49.0277	51.4683
M-QISUPVI -	Quality Improvement Supervisor I	43.8317	46.0234	48.3244	50.7407	53.2778	56.0212	58.7386
M-QISUPVII -	Quality Improvement Supv II	49.5287	50.7407	53.2778	55.9417	58.7386	61.6758	64.7595
27.7-M2-REPMNGR -	Re-Entry Program Manager	41.8409	43.9342	46.1309	48.4455	50.8709	53.4141	56.0826
24.4-M2-RMSUPT -	Road Maintenance Superintendent	35.6117	37.3956	39.2683	41.2288	43.2931	45.4602	47.7307
22.7-M2SCHRDCRD -	School Readiness Coordinator	32.7737	34.4176	36.1452	37.9486	39.8432	41.8409	43.9342
23-8-M2-SRSSA -	Senior Services Analyst	34.5872	36.3193	38.1328	40.0348	42.0473	44.148	46.3521

M-SENIORSYSSUPAN -	SENIOR SYSTEMS SUPPORT ANALYST	35.8144	37.6079	39.481	41.4562	43.5335	45.713	47.9947
27.7-M2-SHINPGMG -	Sheriff's Inmate Program Manager	41.8409	43.9342	46.1309	48.4455	50.8709	53.4141	56.0826
25.4-M2-STFANAL -	Staff Analyst	37.3956	39.2683	41.2288	43.2931	45.4602	47.7379	50.1264
M-STAFFSERVMGR -	Staff Serv Mgr - Personnel Opt	42.8727	45.0179	47.2736	49.6474	52.1241	54.7408	57.4758
17.8-M2-SSA1 -	Staff Services Analyst I	25.8003	27.0879	28.4467	29.8695	31.366	32.9359	34.58
20.8-M2-SSA2 -	Staff Services Analyst II	29.8695	31.366	32.9359	34.5872	36.3193	38.1328	40.0422
MEG-SUDCS -	Subs Use DIs Clinical Supv	48.3239	50.7418	53.2732	55.9409	58.7334	61.6734	64.761
20.8-M2-SABPVCRD -	Substance Abuse Prevention Crd.	29.8695	31.366	32.9359	34.5872	36.3193	38.1328	40.0422
26.7-M2-SABPRADM -	Substance Abuse Program Admin.	39.8432	41.8409	43.9342	46.1309	48.4455	50.8709	53.4141
25.8-M2-SABMNGR -	Substance Abuse Program Manager	38.1328	40.0348	42.0473	44.148	46.3596	48.6817	51.1141
M-SUPAGBINS -	Sup Ag Biologist Inspector	38.5676	40.4968	42.5212	44.6468	46.8795	49.2232	51.6846
24.4-M2-SUPMECH -	Supervising Mechanic	35.6117	37.3956	39.2683	41.2288	43.2931	45.4602	47.7307
24.9-M2-SUPWFRIN -	Supervising Welfare Fraud Inv.	36.4965	38.3172	40.2338	42.2538	44.3619	46.588	48.9175
8.9-M2-SUSCRD -	Sustainability Coordinator	33.0981	34.7566	36.4965	38.3172	40.2338	42.2538	44.3693
20.8-M2-SYSA -	System Support Analyst	29.8695	31.366	32.9359	34.5872	36.3193	38.1328	40.0422
29.0-M2-TRNPLNMG -	Transportation Planning Manager	44.5753	46.8166	49.1607	51.6227	54.2101	56.9229	59.7681
22.9-M2-VWPGCRD -	Victim-Witness Program Coord	33.0981	34.7566	36.4965	38.3172	40.2338	42.2538	44.3693