

# **MEMORANDUM OF UNDERSTANDING**

*between the*

**COUNTY OF SAN BENITO**



*and the*

**MANAGEMENT EMPLOYEES GROUP (MEG)**

*for the period of*

**October 1, 2021 September 30, 2023**

2021 – 2023 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, 2021, 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.

## **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 pay period beginning October 31, 2021, each step of the salary range for classifications in this unit shall be increased by **three percent (3.0%)**.
- B. 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%)**.

#### **C. 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 December 3<sup>rd</sup>, 2021, 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 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 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

##### **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.

### 3.3 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 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" PEPRAs 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 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:

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 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 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 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.

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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

#### 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.

#### 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.

### **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.

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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.

**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

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extent permitted by law or an agency of the State, but all other provisions will continue in full force and effect.

**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.

\_\_\_\_\_  
Bea Gonzales, Chair of Supervisors

\_\_\_\_\_  
Maxe Cendana, MEG President

\_\_\_\_\_  
Edgar Nolasco, Deputy County Administrative Officer

\_\_\_\_\_  
Juan Gutierrez-Cervantes, Negotiation Team

\_\_\_\_\_  
Dania Wong, Chief Labor Negotiator

\_\_\_\_\_  
Laura Naccarato, Negotiation Team

\_\_\_\_\_  
Elvia Barocio, Human Resources Analyst II

APPROVED AS TO FORM:

\_\_\_\_\_  
BARBARA THOMPSON  
County Counsel

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(MEG)

**APPENDIX A**

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