AMENDMENT TO THE 2017-2019 MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF SAN LUIS OBISPO
AND THE DISTRICT ATTORNEY INVESTIGATORS ASSOCIATION, DISTRICT
ATTORNEY INVESTIGATORS’ UNIT AND DISTRICT ATTORNEY INVESTIGATORS’
SUPERVISORY UNIT

This Amendment is entered into as of October 5, 2017, by and between the County of San Luis Obispo (hereinafter referred to as “the County”), and the District Attorney Investigators Association (DAIA), District Attorney Investigators’ Unit, and District Attorney Investigators’ Supervisory Unit. In this Amendment, the term “parties” refers to the County and DAIA.

The parties agree that Article 11 Health Coverage and Other Benefits is hereby amended to read as follows:

11. HEALTH COVERAGE AND OTHER BENEFITS

11.1 General Provisions

11.1.1 County has the right to change medical, dental, and/or vision providers during the course of this agreement.

11.1.2 Under this Agreement, for those employees who elect County medical insurance under this section, the County’s contribution will be $816.07 per month.

11.1.3 For those active employees who opt out of County sponsored medical insurance, the County shall contribute only the Cafeteria Plan Allowance specified in section 11.3.

11.1.4 Domestic partners, as defined by California Family Code Section 297, shall be eligible for dependent coverage under the County’s health insurance program.

11.2 Cafeteria Plan Allowance

11.2.1 The County agrees to maintain a Cafeteria Plan, pursuant to Section 125 of the Internal Revenue Code, for the purpose of providing employees with access to various health and welfare benefits. The Plan provides participants the opportunity to purchase certain benefits on a pretax basis, including, but not limited to, medical insurance, vision insurance, and dental insurance benefits. Also pursuant to Section 125 of the Internal Revenue Code, participants may participate in flexible spending accounts to be used for out-of-pocket medical expenses and dependent care expenses on a pretax basis.

11.2.2 Except as otherwise stated herein, the County will contribute a monthly Cafeteria Plan Allowance contribution of $816.07 per employee enrolled in a County medical insurance plan.
11.3 **Employees Not Enrolled in a County Medical Insurance Plan (Opt Out)**

11.3.1 Employees will be enrolled in one of the medical plans offered by the County, unless they opt out of participation following submission of proof of alternative medical insurance coverage and maintain such coverage during the opt out period. All employees are required to participate in employee-only vision and dental.

11.3.1.1 Employees who opt out of participation on or after January 1, 2018 shall be required to submit proof of alternative group medical insurance coverage and maintain such coverage during the opt out period.

11.3.2 For employees who elect to opt out prior to January 1, 2014 the following provisions shall apply:

11.3.2.1 The County will pay $594.07 per month to each employee who elects to “opt out” of a County-sponsored medical plan.

11.3.2.2 The employee will receive the cafeteria amount in accordance with section 11.3.2.1 for as long as the employee continually elects to opt out after January 1, 2014.

11.3.2.3 If employee who has opted out later elects to enroll in a County-sponsored medical plan, provisions 11.1 through 11.2 shall apply.

11.3.3 For any employee who elects to opt out of a County-sponsored medical plan on or after January 1, 2014, the following provisions shall apply:

11.3.3.1 The County will pay the cost of vision and dental premiums for employee, employee plus one dependent, or employee plus family, as applicable.

11.3.3.2 Employees shall not receive the cash out specified in section 11.3.2.

11.3.3.3 If employee who has opted out later elects to enroll in a County-sponsored medical plan, provisions 11.1 through 11.2 shall apply.

11.4 **Other Cafeteria Plan Provisions**

11.4.1 The parties agree that the current Cafeteria Plan requires that County benefit contributions be spent in the following order: employee-only vision; dependent vision, if any; employee-only dental; dependent dental, if any; employee-only medical insurance (except as otherwise noted in Section 11.3), and dependent medical, if any. The County’s obligation to make these contributions shall not exceed the total Cafeteria Plan contributions in Section 11.2.2.

11.4.2 The parties agree that the Cafeteria Plan Allowance provided for in this Agreement was negotiated for the benefit of those persons who remain in County
employment and was not intended to apply to former employees who leave County employment as of the date the Board of Supervisors approves this Agreement.

11.5 Health Plan Committee

11.5.1 One of DAIA's unit members will participate in a Management-chaired Health Care Plan Committee, and shall have complete authority to act on behalf of DAIA on Health Care Plan Committee business. This individual will be allowed release time for Health Care Plan Committee meetings as deemed necessary by the Chairperson. It shall be the responsibility of said member and said Committee to:

1. Meet as often as is reasonably necessary.
3. Make cost containment recommendations.

11.6 Pro-ration of Benefits

11.6.1 Part-time employees hired after September 13, 2005, will receive pro-rated cafeteria plan contributions based on hours worked, paid leave and/or time off granted under the Voluntary Time Off Program (VTO). Pro-ration will be applied to the Cafeteria Plan Allowance indicated in Section 11.2, less the Public Employees Medical Hospital Care Act (PEMHCA) minimum as determined by CalPERS each year. The PEMHCA minimum will then be added to this pro-rated amount for a total contribution.

11.6.2 Employees employed with the County on or before September 13, 2005, including all part-time and full-time employees, shall be grandfathered to receive, for the entirety of their County employment, the full Cafeteria Plan Allowance as specified in Section 11.2.

11.6.3 Any current employee employed with the County on or before September 13, 2005, that separates from County employment due to layoffs, who is subsequently reinstated or reemployed pursuant to Civil Service Rules, will resume receiving the full Cafeteria Plan Allowance as specified in Section 11.2 of this Agreement.

11.7 Voluntary Employee Beneficiary Association (VEBA)

11.7.1 Parties agree that DAIA may participate in the County's current Voluntary Employee Beneficiary Association (VEBA). DAIA, as representative of the District Attorney Investigators Unit, agrees to enter into the program under guidelines developed by County. It is agreed that any agreed upon Post Employment Health Plan (PEHP) will be funded with County contributions only. Currently the County has a VEBA plan in force that allows for a Universal VEBA and the County has the right to continue, modify or replace this plan. Final approval will be made by the County.

11.7.2 Increases or decreases in VEBA PEHP contributions may be negotiated by individual bargaining units. Parties acknowledge that increases or decreases in
contributions the County makes on behalf of other bargaining units are exclusively for those units and will not apply to the DAIA. For employees who separate from County employment, the maximum VEBA contribution for DAIA shall be $25,000.

IN WITNESS WHEREOF, County and DAIA have executed this Memorandum of Understanding on the day and year first hereinabove set forth,

For the County

Tami Douglas-Schatz
Management Representative

Dated: 10/10/17

For DAIA

Matt Aanerud
President of DAIA

Dated: 10/5/17

APPROVED TO FORM AND LEGAL EFFECT:

Rita U. Neal
County Counsel

By: Timothy McNulty
Assistant County Counsel

Date: 10.16.2017