

**AMENDMENT TO THE 2017-2019 MEMORANDUM OF UNDERSTANDING  
BETWEEN THE COUNTY OF SAN LUIS OBISPO  
AND THE SAN LUIS OBISPO COUNTY PROBATION PEACE OFFICERS'  
ASSOCIATION, PROBATION SUPERVISORY UNIT**

This Amendment is entered into as of October 11, 2017, by and between the County of San Luis Obispo (hereinafter referred to as "the County"), and the San Luis Obispo County Probation Peace Officers' Association (hereinafter referred to as "SLOCPPOA"), Probation Supervisory Unit (BU32). In this Amendment, the term "parties" refers to the County and SLOCPPOA.

The parties agree that Article 12 Benefit Contributions is hereby amended to read as follows:

**12. BENEFIT CONTRIBUTIONS**

**12.1 General Provisions**

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

**12.1.2** Under this Agreement for those employees who elect County medical insurance under this section, the County's contribution will be \$1,058 per month for employee only; and \$1,108 per month for employee + 1 and employee + 2.

**12.1.3** For those active employees who opt out of County sponsored medical insurance, the County shall contribute only the Cafeteria Plan Allowance specified in section 12.3.

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

**12.2 Cafeteria Plan Allowance**

**12.2.1** 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.

**12.2.2** Except as otherwise stated herein, the County will contribute a monthly Cafeteria Plan Allowance of \$1,058 per month for employee only; and \$1,108 per month for employee + 1 and employee + 2, who are enrolled in a County medical insurance plan.

### **12.3 Employees Not Enrolled in a County Medical Insurance Plan (Opt Out)**

**12.3.1** 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.

**12.3.1.1** 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.

**12.3.2** For employees who elect to opt out prior to January 1, 2016, the following provisions shall apply:

**12.3.2.1** The County will pay \$936 to each employee who elects to “opt out” of a County-sponsored medical plan.

**12.3.2.2** The employee will receive the cafeteria amount in accordance with section 12.3.2.1 for as long as the employee continually elects to opt out after January 1, 2016.

**12.3.2.3** If employee who has opted out, later elects to enroll in a County-sponsored medical plan, provisions in sections 12.1 through 12.2 shall apply.

**12.3.3** For any employee who elects to opt out of a County-sponsored medical plan on or after January 1, 2016, the following provisions shall apply:

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

**12.3.3.2** Employees shall not receive the cash out specified in section 12.3.2.

**12.3.3.3** If employee who has opted out later elects to enroll in a County-sponsored medical plan, provisions in sections 12.1 through 12.2.

### **12.4 Other Cafeteria Plan Provisions**

**12.4.1** 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 12.3), and dependent medical, if any. The County’s obligation to make these contributions shall not exceed the total Cafeteria Plan contributions in Section 12.2.2.

**12.4.2** 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.

## 12.5 Health Plan Committee

**12.5.1** One of SLOCPPOA's unit members will participate in a Management-chaired Health Care Plan Committee, and shall have complete authority to act on behalf of SLOCPPOA 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.
2. Monitor health care plans.
3. Make cost containment recommendations.
4. Make future recommendations concerning rates.

## 12.6 Pro-ration of Benefits

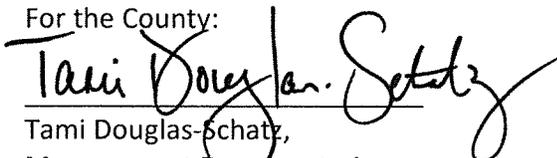
**12.6.1** Part-time employees hired after February 8, 2005, will receive pro-rated cafeteria plan contributions based on hours worked, paid leave and/or time off granted under the Voluntary Time Off Program (VTO). Pro-ration will be applied to the Cafeteria Plan Allowance indicated in Section 12.2, 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.

**12.6.2** Employees employed with the County on or before February 8, 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 12.2.

**12.6.3** Any current employee employed with the County on or before February 8, 2005, who 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 12.2 of this Agreement.

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

For the County:

  
Tami Douglas-Schatz,  
Management Representative

Dated: 10/18/17

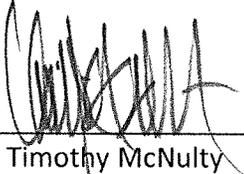
For SLOCPPOA:

  
Lisa Rivera  
President of SLOCPPOA

Dated: 10/11/17

APPROVED AS TO FORM AND LEGAL EFFECT

RITA M. NEAL  
County Counsel

By:   
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Timothy McNulty  
Assistant County Counsel

Dated: 10.16.2017