

**AMENDMENT TO THE 2015-2018 MEMORANDUM OF UNDERSTANDING  
BETWEEN THE COUNTY OF SAN LUIS OBISPO  
AND THE SAN LUIS OBISPO GOVERNMENT ATTORNEYS' UNION**

This Amendment is entered into as of October 31, 2017, by and between the County of San Luis Obispo (hereinafter referred to as "the County"), and the San Luis Obispo Government Attorneys' Union (SLOGAU). In this Amendment, the term "parties" refers to the County and DCCA.

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

**11. HEALTH BENEFITS**

**11.1 Health Coverage and Other Benefits**

**11.1.1 General Provisions**

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

**11.1.1.2** Under this Agreement for those employees who elected County medical insurance under this section, the County will contribute a total of \$1,146 per:

**11.1.1.3** For those active employees who opt out of County sponsored medical insurance, the County shall contribute only the amounts specified in section 11.1.3.

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

**11.1.2 Cafeteria Plan Allowance**

**11.1.2.1** 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.

**11.1.2.2** Except as otherwise stated herein, the County will contribute a monthly Cafeteria Plan Allowance of \$1,146 per employee enrolled in a County medical insurance plan

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

**11.1.3.1** 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.

**11.1.3.2** The County will contribute \$1,007 per month per employee not enrolled in a County medical insurance plan.

**11.1.3.3** For employees who elect to opt out prior to January 1, 2015, the following provisions shall apply:

**11.1.3.3.1** The County will pay a capped cafeteria amount of \$1,007 per month to each employee who elects to "opt out" of a County-sponsored medical plan, for as long as the employee continues to opt out after January 1, 2015.

**11.1.3.3.2** If employee who has opted out later elects to enroll in a County-sponsored medical plan, provision 11.1.2 shall apply.

**11.1.3.4** For any employee who has not elected to opt out of a County-sponsored medical plan prior to January 1, 2015, but then elects to opt out of a County-sponsored medical plan on or after January 1, 2015, the following provisions shall apply:

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

**11.1.3.4.2** Employees shall receive no cash out.

**11.1.3.4.3** If employee who has opted out later elects to enroll in a County-sponsored medical plan, provision 11.1.2 shall apply.

**11.1.4 Other Cafeteria Plan Provisions**

**11.1.4.1** 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 11.1.3), and dependent medical, if any. The County's obligation to make these contributions shall not exceed the total Cafeteria Plan contributions in Section 11.1.2.

**11.1.4.2** 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.

**11.1.5 Health Plan Committee**

**11.1.5.1** One of the Association's unit members will participate in a Management-chaired Health Care Plan Committee, and shall have complete authority to act on behalf of the Association 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.

**11.1.6 Pro-ration of Benefits**

**11.1.6.1** Part-time employees hired after February 25, 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 11.1.2, less \$139 per month. The \$139 per month will then be added to this pro-rated amount for a total contribution. At the point the minimum monthly employer contribution required under the Public Employees Medical Hospital Care Act (PEMHCA) exceeds \$139 per month, the PEMHCA minimum will be deducted from the Cafeteria Plan Allowance indicated in Section 11.1.2, and the PEMHCA minimum will then be added to this pro-rated amount for a total contribution.

**11.1.6.2** Employees employed with the County on or before February 25, 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 11.1.2.

**11.1.6.3** Any current employee employed with the County on or before February 25, 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 11.1.2 of this Agreement.

**11.1.6.4** Departments shall not work part-time employees more than 210 hours above their allocated hours without the approval of the Office of the County Administrator.

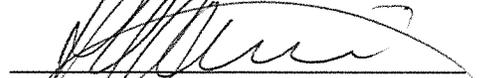
IN WITNESS WHEREOF, County and SLOGAU have executed this Memorandum of Understanding on the day and year first hereinabove set forth.

For the County:

  
Tami Douglas-Schatz, Management Representative

Dated: 10.31.17

For SLOGAU:

  
Jesse Marino, SLOGAU President

Dated: 10/31/17

APPROVED AS TO FORM AND LEGAL EFFECT

RITA MEAL  
COUNTY COUNSEL

By:   
Timothy McNulty  
Assistant County Counsel

Dated: 10.31.2017