Local 39 reserves the right to alter, amend, modify, add to or subtract from the foregoing proposals as may be required during the course of negotiations.

6.3 Cafeteria Plan

A. Effective for coverage beginning January 1, ~~2019~~ 2023 the County's contribution toward the cafeteria plan shall be at the dollar amount reflecting ~~seventy-five~~ninety percent (~~75~~90%) of the ~~January 1, 2019~~ PEMHCA Bay Area Family Kaiser rate ~~minus the PEMHCA MEC~~.

~~Effective with the coverage effective January 1, 2020, the County's contribution toward the health plan shall be set at seventy-five percent (75%) of the 2020 PEMHCA Region 1 Kaiser Permanente family rate minus the PEMHCA MEC.~~

~~Effective with the coverage effective January 1, 2021, the County's contribution toward the health plan shall be set at seventy-five percent (75%) of the 2021 PEMHCA Region 1 Kaiser Permanente family rate minus the PEMHCA MEC.~~

~~Effective with the coverage effective January 1, 2022, the County's contribution toward the health plan shall be set at seventy-five percent (75%) of the 2022 PEMHCA Region 1 Kaiser Permanente family rate minus the PEMHCA MEC.~~

B. Additionally, ~~the later of~~effective October ~~24, 2019~~21, 2022 ~~or the beginning of the first pay period following adoption of the 2019 collective bargaining agreement~~, an employee enrolled in PEMHCA for "employee plus two or more dependents" shall receive a County contribution of fifty dollars ($50.00) per month into the Cafeteria Plan. For an employee enrolled in PEMHCA for "employee plus two or more dependents" shall receive a County contribution of eighty dollars ($80) per month in the Cafeteria Plan when the employee's job classification has a maximum monthly salary as listed in the table below. Said employee may use this County contribution ($50/$80) for health insurance premium conversion, health care reimbursement account, and/or dependent care reimbursement account. In the absence of a cafeteria plan election form, the County contribution shall be used for health insurance premium conversion.

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~~The County contribution ($50/$80) shall sunset at the end of the pay period which includes October 21, 2022.~~

Chart below to be updated to reflect an amount equal to all negotiated wage increases in the successor MOU.

Maximum Monthly Salary of:	For $80.00 Monthly Contribution as of:
$6,682.00	On the same date of the wage increase in Appendix B paragraph 2
$6,882.00	On the same date of the wage increase in Appendix B paragraph 3
$7,020.00	On the same date of the wage increase in Appendix B paragraph 4
$7,090.00	On the same date of the wage increase in Appendix B paragraph 5
$7,161.00	On the same date of the wage increase in Appendix B paragraph 6

C. An employee may use the County's contribution to the cafeteria plan toward the medical insurance plan for which ~~s/he~~they ~~has~~ have elected to enroll.

An employee who has unused (unspent) cafeteria plan contributions shall retain those contributions as additional earnings (wages) but only to a maximum of three hundred thirty-four dollars and fifty-eight cents ($334.58) per month.

D. An employee who waives health insurance because the employee demonstrates to the County that ~~s/he~~they ~~has~~ have alternate insurance coverage shall receive five hundred dollars ($500.00) per month minus the PEMHCA MEC.

E. A regular part-time or limited term part-time employee shall receive a pro-rata amount of the total sum of the PEMHCA MEC and the cafeteria plan contribution of the full-time employee in proportion to the relationship their basic workweek bears to forty (40) hours. That total amount shall first be allocated to the PEMHCA

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MEC and any remaining employer contribution shall then be allocated to the cafeteria plan.

F. During an annual open enrollment period (normally November), an employee may elect to enter into a salary reduction agreement with the County whereby the County will direct the amount of the salary reduction on a pre-tax basis into to the employee's Health Care Reimbursement Account (HCRA). The employee's election is irrevocable until the next open enrollment period, except on the occurrence of a qualifying event specified in the County's Plan Document. The employee will forfeit all unused funds remaining in his or her HCRA at the end of the plan year or at the end of the grace period, if any, allowed under the County's Plan Document, whichever is later. During the period allowed under the Plan Document, the employee may use the funds in ~~his or her~~their HCRA to obtain reimbursement for otherwise unreimbursed eligible medical expenses.

G. During the annual open enrollment period (normally November), an employee may elect to enter into a salary reduction agreement whereby the County will direct the amount of the salary reduction on a pre-tax basis into the employee's Dependent Care Reimbursement Account ("DCRA") account. The employee's election is irrevocable until the next open enrollment period, except on occurrence of a qualifying event specified in the County's Plan Document. The employee will forfeit all unused funds remaining in ~~his or her~~their DCRA account at the end of the plan year or at the end of the grace period, if any, allowed under the County Plan Document, whichever is later. During the period allowed under the Plan Document, the employee may use the funds in ~~his/her~~their DCRA to obtain reimbursement eligible dependent care expenses.

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