



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

September 30, 2014

Ordinance 17901

Proposed No. 2014-0361.1

Sponsors Hague

1 AN ORDINANCE approving and adopting the
2 memorandum of agreement negotiated by and between
3 King County and the Joint Labor Management Insurance
4 Committee regarding the progressive medication program
5 and benefit access fee for insured benefits for benefits-
6 eligible employees represented by labor organizations that
7 have agreed to adopt recommendations negotiated and
8 established by the Joint Labor Management Insurance
9 Committee; and establishing the effective date of said
10 agreement.

11 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

12 SECTION 1. The memorandum of agreement negotiated by and between King
13 County and the Joint Labor Management Insurance Committee regarding the progressive
14 medication program and benefit access fee for insured benefits for benefits-eligible
15 employees represented by labor organizations that have agreed to adopt recommendations
16 negotiated and established by the Joint Labor Management Insurance Committee, which
17 consists of Attachments A, B and C to this ordinance, is hereby approved.

18 SECTION 2. Terms and conditions of said agreement shall become effective
19 January 1, 2015.
20

Ordinance 17901 was introduced on 8/25/2014 and passed by the Metropolitan King
County Council on 9/29/2014, by the following vote:

Yes: 9 - Mr. Phillips, Mr. von Reichbauer, Mr. Gossett, Ms. Hague,
Ms. Lambert, Mr. Dunn, Mr. McDermott, Mr. Dembowski and Mr.
Upthegrove
No: 0
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



Larry Phillips, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 9 day of OCTOBER, 2014.



Dow Constantine, County Executive

RECEIVED
2014 OCT -9 PM 1:41
CLERK
KING COUNTY COUNCIL

Attachments: A. Memorandum of Agreement Re health benefits, B. Memorandum of Agreement Re
Insured Benefits, C. Memorandum of Agreement re health benefits 2010-2012

MEMORANDUM OF AGREEMENT
Regarding
Health Benefits
For Represented Benefits-Eligible Employees
By and Between King County
and
The Joint Labor Management Insurance Committee
Progressive Medication Program and Benefit Access Fee

Whereas, certain designated representatives of the County and the Unions signatory hereto have agreed to participate in discussions as members of the Joint Labor Management Insurance Committee (JLMIC) for the purposes of reviewing, studying, and making recommendations relative to the County's existing medical, dental, vision, and life insurance programs (Attachment 1); and

Whereas, certain collective bargaining agreements contain language adopting the recommendations of the JLMIC; and

Whereas, the County and the Unions signatory hereto have agreed to benefit plan modifications to be implemented effective January 1, 2015, to maintain the strength of the benefit plan while recognizing the constraints of the County's budget situation;

Therefore, having bargained in good faith, the JLMIC hereby agrees to the following benefit plan design changes:

1. Progressive Medication Program. The JLMIC agrees to expand the Progressive Medication Program (PMP) as described in the Memorandum of Agreement Regarding Health Benefits for 2010 – 2012 (Attachment 2) by adding the following therapy classes:

ADHA-non-stimulant
ADHD-stimulant
Alzheimer's
Antiepileptic Drugs
Avodart
Gabapentin
Long-acting Opioid-oral

Tetracycline-oral
 Topical Acne
 Topical Corticosteroids
 Topical Immunomodulators
 Tramadol
 Triptan
 Uloric

These therapy classes shall only apply to members who have new, **first time** prescriptions, prescribed after the effective date of this Agreement, for a drug and/or drugs that is/are in one of these designated PMP therapy classes.

2. Grandfathering. Prescription coverage for members who were prescribed second or third line backup drugs prior to the effective date of this Agreement shall not be affected by this Agreement.

3. Benefit Access Fee. The JLMIC agrees that the benefit access fee shall be increased to \$75.00.

4. Total Agreement and Severability.

A. Total Agreement. This agreement comprises the entire Agreement of the parties with respect to the matters covered herein, and no other agreement, statement or promise made by any party which is not included herein shall be binding or valid. This Agreement may be modified or amended only by a written agreement.

B. Severability. The provisions of the Agreement are intended to be severable. If any term or provision of this Agreement is deemed illegal or invalid for any reason, such illegality shall not affect the validity of the remainder of this Agreement.

APPROVED this 10th day of August, 2014.

By: 
 King County Executive

On behalf of the Unions Participating in the Joint Labor Management Insurance Committee:

- > For Office & Professional Employees International Union, Local 8:

_____ Date
 Amanda Montoya, Union Representative

- > For Professional and Technical Employees, Local 17:


 _____ Date
 Whitney Abrams, Union Representative

- > For International Brotherhood of Teamsters Local 117:

_____ Date
 Tracey A. Thompson, Secretary-Treasurer

- > For General Teamsters Union, Local #174:

_____ Date
 Michael Gonzales, Business Agent

- > For Amalgamated Transit Union, Local 587:

Not Applicable
 _____ Date
 Paul Bachtel, President

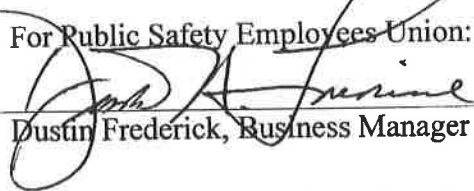
- > For Service Employees International Union, Local 925:


 _____ Date
 Ida Kovacic, Organizer/Representative

- > For King County Corrections Guild:


 _____ Date
 Matthew Owens, Vice President

- > For Public Safety Employees Union:


 _____ Date
 Dustin Frederick, Business Manager

- > For Washington State Council of County and City Employees, Council 2:


 _____ Date
 Diana Prenguber, Staff Representative

On behalf of the Unions Participating in the Joint Labor Management Insurance Committee:

- > For Office & Professional Employees International Union, Local 8:

Amanda Montoya
Amanda Montoya, Union Representative

8/1/14
Date

- > For Professional and Technical Employees, Local 17:

Whitney Abrams, Union Representative

Date

- > For International Brotherhood of Teamsters Local 117:

Tracey A. Thompson, Secretary-Treasurer

Date

- > For General Teamsters Union, Local #174:

Michael Gonzales, Business Agent

Date

- > For Amalgamated Transit Union, Local 587:

Not Applicable
Paul Bachtel, President

Date

- > For Service Employees International Union, Local 925:

Ida Kovacic, Organizer/Representative

Date

- > For King County Corrections Guild:

Matthew Owens, Vice President

Date

- > For Public Safety Employees Union:

Dustin Frederick, Business Manager

Date

- > For Washington State Council of County and City Employees, Council 2:

Diana Prenguber, Staff Representative

Date

On behalf of the Unions Participating in the Joint Labor Management Insurance Committee:

- > For Office & Professional Employees International Union, Local 8:

Amanda Montoya, Union Representative

Date

- > For Professional and Technical Employees, Local 17:

Whitney Abrams, Union Representative

Date

- > For International Brotherhood of Teamsters Local 117:

Tracey A. Thompson
Tracey A. Thompson, Secretary-Treasurer

7/31/14
Date

- > For General Teamsters Union, Local #174:

Michael Gonzales, Business Agent

Date

- > For Amalgamated Transit Union, Local 587:

Not Applicable
Paul Bachtel, President

Date

- > For Service Employees International Union, Local 925:

Ida Kovacic, Organizer/Representative

Date

- > For King County Corrections Guild:

Matthew Owens, Vice President

Date

- > For Public Safety Employees Union:

Dustin Frederick, Business Manager

Date

- > For Washington State Council of County and City Employees, Council 2:

Diana Prenguber, Staff Representative

Date

On behalf of the Unions Participating in the Joint Labor Management Insurance Committee:

- > For Office & Professional Employees International Union, Local 8:

Amanda Montoya, Union Representative

Date

- > For Professional and Technical Employees, Local 17:

Whitney Abrams, Union Representative

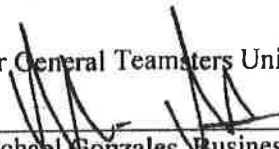
Date

- > For International Brotherhood of Teamsters Local 117:

Tracey A. Thompson, Secretary-Treasurer

Date

- > For General Teamsters Union, Local #174:



Michael Gonzales, Business Agent

8/1/14
Date

- > For Amalgamated Transit Union, Local 587:

Not Applicable

Paul Bachtel, President

Date

- > For Service Employees International Union, Local 925:

Ida Kovacic, Organizer/Representative

Date

- > For King County Corrections Guild:

Matthew Owens, Vice President

Date

- > For Public Safety Employees Union:

Dustin Frederick, Business Manager

Date

- > For Washington State Council of County and City Employees, Council 2:

Diana Prenguber, Staff Representative

Date

ATTACHMENT 1

MEMORANDUM OF AGREEMENT
Regarding Insured Benefits
January 1, 2014 through December 31, 2016
For Represented Benefits-Eligible Employees
By And Between King County
And
The Joint Labor Management Insurance Committee

WHEREAS, certain designated representatives of the County and the Unions signatory to this Memorandum of Agreement ("Agreement") have agreed to participate in negotiations as members of the Joint Labor Management Insurance Committee ("JLMIC") for the purposes of negotiating the plan provisions and funding of the County's fully insured and self-insured medical, dental, vision and life insurance programs ("insured benefits"); and

WHEREAS, the County and the Unions signatory hereto have agreed to a format for funding and negotiating plan provisions to meet the anticipated cost increases associated with providing insured benefits to represented, benefits-eligible employees; and

WHEREAS, it is the policy objective of King County that a sustainable compensation package is achieved by reducing the year over year growth rate of King County's overall employee compensation budget to align with the County's population adjusted inflation rate.¹ The overall employee compensation budget includes adopted expenditures for all wages, compensation, leave, retirement contributions, and benefits for active employees. This includes all amounts accounted for in account class 51000 in the County's accounting and budget system of record; and

WHEREAS, the County provides compensation (wages, compensation premiums, cost of living adjustments, paid leave, and insured benefits) in a manner that is sustainable and enables it to recruit and retain quality employees; and

WHEREAS, the County and the Unions agree that for the term of this Agreement, insured benefit plans will include the Healthy Incentives Program and existing differentials in employee cost between Group Health and KingCare and the parties agree to explore options that incent members to choose healthcare that is more effective and produces better health outcomes.

NOW THEREFORE, having bargained in good faith, the JLMIC hereby agrees to the following:

1. **Scope of Agreement.** This Agreement shall apply to all represented King County employees, except employees represented by the Amalgamated Transit Union, Local 587, and the King County Police Officers' Guild, and shall apply to any non-represented County employees identified by Council to be treated in the same way as the represented employees covered by this Agreement. All employees that this Agreement applies to shall be referred to as "JLMIC-Eligible Employees."

¹ The County's inflation rate is defined as Seattle CPI-W as projected by the Office of Economic and Financial Analysis. Population growth is the expected growth in aggregate population as forecasted by the County's Demographer.

ATTACHMENT 1

- 2. Establishment of JLMIC Protected Fund Reserve.** There is hereby established a JLMIC Protected Fund Reserve ("PFR"). The PFR is established and maintained solely for the purpose of funding, providing and maintaining insured benefits, and providing a reserve fund to self-insure against unanticipated increases in the cost of those benefits, for JLMIC-Eligible Employees. It is expressly agreed that no funds from the PFR shall at any time be used for any other purpose, unless mutually agreed to by parties of this Agreement. It is further agreed that the County and organizations handling PFR funds have a responsibility to ensure that PFR funds are being used solely for the benefit of JLMIC-Eligible Employees.
- 3. Initial Employer Funding of the Protected Fund Reserve.** No later than April 15, 2013, the County will provide initial funding for the PFR. The initial funding shall be twenty-five million dollars (\$25,000,000), plus the JLMIC portion of any 2012 Employee Benefits fund year-end balance in excess of \$60,071,104 (the ending fund balance based on the County's August 2012 actuarial report estimate). The JLMIC portion is calculated by multiplying 66% of the fund balance in excess of \$60,071,104.
- 4. Employer Contributions to Covered Employees.**
 - A. 2013.** For the time period January 1, 2013 through December 31, 2013, as previously agreed, the County shall contribute the necessary funding to provide the current level of insured benefits, subject only to the provisions of the previously executed Memorandum of Agreement extending the 2010-2012 insured benefits through 2013.
 - B. 2014.** Commencing on January 1, 2014, the County shall contribute four (4) percent more than was contributed the prior year (i.e., \$1,355.00) per month on behalf of each JLMIC-Eligible Employee.
 - C. 2015.** Commencing on January 1, 2015, the County shall contribute four (4) percent more than was contributed the prior year (i.e., \$1,409.00) per month on behalf of each JLMIC-Eligible Employee.
 - D. 2016.** Commencing on January 1, 2016, the County shall contribute four (4) percent more than was contributed the prior year (i.e., \$1,465.00) per month on behalf of each JLMIC-Eligible employee, subject to the provisions in paragraph 7, below.
- 5. Insufficient Employer Contributions.** To the extent that the employer's contributions identified in paragraph 4 and other yearly non-flex rate revenue (interest earnings, participant benefit access fees, and other plan participant contributions such as COBRA payments), attributed proportionally to employees covered under the terms of this Agreement, is at any time inadequate to fully fund the cost of providing insured benefits for JLMIC-Eligible employees, the parties agree that the PFR will be used to fund the difference until such time as the PFR is exhausted.
- 6. Excess Employer Contributions.** To the extent that the employer contributions identified in paragraph 4, and other yearly non-flex rate revenue, attributed proportionally to employees covered under the terms of this Agreement, provides greater funding than is

ATTACHMENT 1

necessary to fully fund the cost of insured benefits for JLMIC-Eligible Employees, the parties agree that the excess shall be added to the PFR.

7. **Initial Health and Welfare Plan Provisions.** Insured benefits provisions for JLMIC-Eligible Employees during the term of this Agreement shall be identical to those benefit levels provided in 2013, including but not limited to the current out of pocket costs for KingCareSM and Group Health as described in Attachments A and B, unless otherwise modified by the parties or modified pursuant to the terms of this Agreement.
8. **Modification to Plan Provisions and Administration of Protected Fund Reserve.** The JLMIC is hereby empowered to negotiate and implement modifications to insured benefits for JLMIC-Eligible Employees during the term of this Agreement. The JLMIC will negotiate any changes to plan provisions and/or supplemental premium funding methodology to be effective on January 1 of the following calendar year.
9. **Scope and Purpose of the Annual Reconciliation Meeting.** The JLMIC will convene an "annual reconciliation meeting" no later than April 15th of each calendar year to review the insured benefits expenditures for the prior year, projected expenditures for the current and future year(s), plan provisions, and any other information or factors that the JLMIC deems relevant.
10. **Dispute Resolution.** If at any time during the term of this Agreement, the PFR is projected to fall below ten million dollars (\$10,000,000), the JLMIC must consider plan changes and may consider other funding options to be implemented by the following January 1. If the JLMIC is unable to reach agreement on such modifications by June 1 of any calendar year, the matter will be submitted to a Panel of three (3) subject matter experts for final and binding resolution, whose decision must be issued no later than August 15 of the same calendar year. The Panel shall be comprised of one expert selected by the County, one expert selected by the coalition of unions, and one expert selected jointly by the two selected partisan experts. The parties agree to cooperate to present relevant information to the Panel in sufficient time for the Panel to issue a decision by August 15. In 2014, for implementation January 1, 2015, the Panel shall be empowered to make plan design changes, but not employee premium share and/or employer contribution increases. In 2015, for implementation January 1, 2016, the Panel shall be empowered to make plan design changes and/or adding employee premium share and/or employer contribution increases. The costs of the Panel shall be shared equally by the parties.
11. **Subsequent Agreement.** The parties agree to commence negotiations for a successor JLMIC agreement (to be effective starting January 1, 2017) in January of 2016. If the parties are unable to reach agreement by June 1, 2016, on the terms of the successor agreement, the parties agree to use the Dispute Resolution procedure in paragraph 10 of this Agreement to resolve any outstanding issues including employer contribution rates, plan design changes, and any employee premium share. The Panel shall issue its decision by August 15, 2016.
12. **Total Agreement.** This Agreement constitutes the entire Agreement of the parties with respect to the matters covered herein, and no other agreement, statement or promise made by any party which is not included herein shall be binding or valid. This Agreement may be modified or amended only by a written agreement.

ATTACHMENT 1

13. Term. This Agreement shall be in effect, after approval of the King County Council, from January 1, 2014 through December 31, 2016.

APPROVED this 8 day of APRIL, 2013.

By: Dow Condit
King County Executive

For Professional and Technical Employees, Local 17:
Whitney Abrams
Whitney Abrams, Union Representative

2/19/13
Date

For Public Safety Employees Union:
Dustin Frederick
Dustin Frederick, Business Manager

2/22/13
Date

For General Teamsters Union, Local #174:
Michael Gonzales
Michael Gonzales, Business Agent

2/27/13
Date

For Service Employees International Union, Local 925:
Ida Kovacic
Ida Kovacic, Organizer/Representative

2/27/13
Date

For Washington State Council of County and City Employees,
Council 2:
Diana Prenguber
Diana Prenguber, Staff Representative

2-27-13
Date

For Office & Professional Employees International Union, Local 8:
Amanda Saylor
Amanda Saylor, Union Representative

2-27-13
Date

For International Brotherhood of Teamsters Local 117:
Tracey A. Thompson
Tracey A. Thompson, Secretary-Treasurer

2-27-13
Date

For King County Corrections Guild:
Randy Weaver
Randy Weaver, Vice President

2-27-13
Date

ATTACHMENT 1

Attachment A
Joint Labor Management Insurance Committee Health Benefits
2014 through 2016

KingCareSM expenses for JLMIC-Eligible Employees — Attachment A

This table shows the 2013 annual deductibles, coinsurance and prescription drug coverage for KingCareSM, administered by Regence Blue Shield, which are the same as 2012.

KingCare SM	Gold	Silver	Bronze
Annual deductible	\$300 per individual \$900 per family	\$600 per individual \$1,800 per family	\$800 per individual \$2,400 per family
Coinsurance paid by Regence	85% network 65% out-of-network	75% network 55% out-of-network	75% network 55% out-of-network
Prescription drugs (30-day supply)	\$7 generic \$30 preferred brand \$60 non-preferred brand	\$7 generic \$30 preferred brand \$60 non-preferred brand	\$7 generic \$30 preferred brand \$60 non-preferred brand
Prescription drugs (90-day supply by mail)	\$14 generic \$60 preferred brand \$120 non-preferred brand	\$14 generic \$60 preferred brand \$120 non-preferred brand	\$14 generic \$60 preferred brand \$120 non-preferred brand
Annual out-of-pocket maximum after annual deductible	<i>Network</i> \$800 per individual \$1,600 per family <i>Out-of-network</i> \$1,600 per individual \$3,200 per family	<i>Network</i> \$1,000 per individual \$2,000 per family <i>Out-of-network</i> \$1,800 per individual \$3,600 per family	<i>Network</i> \$1,200 per individual \$2,400 per family <i>Out-of-network</i> \$2,000 per individual \$4,000 per family
Lifetime maximum	No limit	No limit	No limit

ATTACHMENT 1

Attachment B
Joint Labor Management Insurance Committee Health Benefits
2014 through 2016

Group Health expenses for JLMIC-Eligible Employees — Attachment B

This table shows the 2013 annual deductibles, coinsurance and prescription drug coverage for SmartCare Connect, powered by Group Health, which are the same as 2012.

SmartCare Connect	Gold	Silver	Bronze
Annual deductible	None	None	None
Coinsurance	None	None	None
Copay	\$20	\$35	\$50
Prescription drugs (30-day supply)	\$10 generic \$20 preferred brand \$30 non-preferred brand	\$10 generic \$20 preferred brand \$30 non-preferred brand	\$10 generic \$20 preferred brand \$30 non-preferred brand
Prescription drugs (90-day supply by mail)	\$20 generic \$40 preferred brand \$60 non-preferred brand	\$20 generic \$40 preferred brand \$60 non-preferred brand	\$20 generic \$40 preferred brand \$60 non-preferred brand
Annual out-of-pocket maximum	<i>Network</i> \$1,000 per individual \$2,000 per family <i>Out-of-network</i> Limited coverage	<i>Network</i> \$2,000 per individual \$4,000 per family <i>Out-of-network</i> Limited coverage	<i>Network</i> \$3,000 per individual \$6,000 per family <i>Out-of-network</i> Limited coverage
Lifetime maximum	No limit	No limit	No limit

MEMORANDUM OF AGREEMENT
Regarding
Health Benefits for 2010 - 2012
For Represented Benefits-Eligible Employees
By and Between King County
and
Unions Representing King County Employees

Whereas, certain designated representatives of the County and the Unions signatory hereto have agreed to participate in discussions as members of the Joint Labor Management Insurance Committee ("JLMIC") for the purposes of reviewing, studying and making recommendations relative to the County's existing medical, dental, vision and life insurance programs; and

Whereas, collective bargaining agreements between King County and the unions representing its employees, with the exception of the King County Police Officers Guild, contain language adopting the recommendations of the JLMIC; and

Whereas, the County and the Unions signatory hereto have agreed to plan modifications for 2010 - 2012 to maintain the strength of the plan while recognizing the County's budget situation.

Therefore, having bargained in good faith, the JLMIC hereby agrees to the following benefit plan design change for 2010 - 2012.

1. The terms of the 2007 - 2009 Memoranda of Agreement will remain in effect through December 31, 2012 with the following modifications. Those agreements are attached hereto.

2. **In-Network Out of Pocket Expense Levels.** The following are the changes to KingCareSM benefits agreed to by the parties

	Gold	Silver	Bronze
Deductible	\$300 / \$900	\$600 / \$1,800	\$800 / \$2400
Annual Out of Pocket Maximum	No Change	No Change	No Change
Coinsurance (in-network/out of network)	85% / 65%	75% / 55%	75% / 55%

3. **Prescription Drug Coverage.** The parties agree to the following schedule for Rx co-pays

Drug Type	Retail (1 month supply)
Generic	\$7
Dispense as Written:	\$22
Preferred Brand	\$30
Dispensed as Written:	\$45
Non-preferred Brand	\$60

Home delivery will continue to be two times retail for a 90-day supply.

ATTACHMENT 2

4. Rx Out of Pocket Maximum. The annual out of pocket maximum for prescription drugs will be \$1,500 individual/\$3,000 family.

5. Progressive Medication Program. The JLMIC agrees to adopt the progressive medication program ("PMP") as described by Express Scripts in their August 5, 2008 presentation, except that the program will include the following therapy classes:

NSAID,
 Statin,
 PPI,
 Hypnotics,
 Leukotrienes,
 ARB/ACE,
 Bisphosphonates,
 Nasal Steroids,
 SSRI and Other Antidepressants,
 Antivirals,
 Non-sedating Antihistamines, and
 Overactive Bladder.

The PMP will include grandfathering of plan members currently taking drugs in one of the drug classes.

The following describes the PMP, according to the August 5, 2008 presentation.

Progressive Medication Program. PMP is a program especially for people who take prescription drugs regularly (maintenance medication) for ongoing conditions like pain and inflammation, high cholesterol, ulcer disease, sleep disorders, asthma, and high blood pressure. It helps members get an effective medication to treat their condition while keeping the costs for members and the plan as low as possible.

Front-Line and Backup Drugs.

- Drugs are grouped according to copayment amounts.
- Front-line drugs - the first step - are generic drugs proven safe, effective and affordable. These drugs should be tried first because they provide the same health benefit as more expensive drugs, at a lower cost.
- Back-up drugs - Step 2 and Step 3 - drugs are brand-name drugs such as those you see advertised on TV. There are lower-cost brand drugs (Step 2) and higher-cost brand drugs (Step 3). Back-up drugs cost more than front-line drugs.
- The PMP is developed under the guidance and direction of independent, licensed doctors, pharmacists and other medical experts. Together these experts review the most current research on thousands of drugs tested and approved by the FDA for safety and effectiveness. Then they recommend appropriate prescription drugs for PMP.

ATTACHMENT 2

Grandfathering.

- Only members who have new, first time prescriptions for a drug that is in one of the designated PMP therapy classes are affected by this program.
- Members who are already taking second or third line back-up drugs continue getting their prescriptions without interruption (they will be “grandfathered” for the back-up drug.)

Pharmacy Process

- When a new prescription is presented to the pharmacist, the pharmacist will look to see what is covered.
- If the drug is not on the first-line list, the pharmacist will call the physician to discuss if the first-line drug is appropriate for the member.
- Most of the time, the pharmacist will reach the physician, and 1 of 2 things will happen:
 - The physician will write a new prescription for the lower cost front-line drug, or
 - The physician will complete the clinical criteria to allow the back-up second or third line drug.
- Occasionally, the pharmacist may not be able to reach the physician while the member is in the pharmacy.
- In all cases the member will be able to leave the pharmacy with either a full month’s supply of an appropriate drug, or a small supply (five-day) of the prescribed medication to take while the prescription is being processed.

6. Dental. The JLMIC agrees to increase the maximum annual benefit for dental care to \$2,500 per plan member.

7. Benefit Access Fee. The JLMIC agrees to increase the benefit access fee to \$50.

8. Healthy Incentives. The JLMIC agrees to the continuation of the Healthy Incentives Program and the supportive environment necessary to make it effective.

9. Employee Education. In order to implement and administer this Memorandum of Agreement, the County commits to provide resources to adequately implement and administer the benefits program agreed to herein.

10. Reopener. The parties may reopen by mutual agreement.

11. Further Study. The parties agree to continue to study options including the Washington Teamsters Welfare Trust and the Washington State Public Employees Benefits Board Plan.

12. Term, Total Agreement & Severability.


A. Total Agreement. This agreement comprises the entire Agreement of the parties with respect to the matters covered herein, and no other agreement, statement or promise made by any party which is not included herein shall be binding or valid. This Agreement may be modified or amended only by a written agreement.

ATTACHMENT 2

B. Severability. The provisions of the Agreement are intended to be severable. If any term or provision of this Agreement is deemed illegal or invalid for any reason, such illegality shall not affect the validity of the remainder of this Agreement.

C. Term. This Agreement shall be in effect from January 1, 2010 through December 31, 2012.

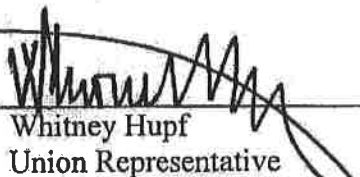
On behalf of King County:



King County Executive

MARCH 27, 2009
Date

On behalf of the Unions Participating in the Joint Labor Management Insurance Committee:



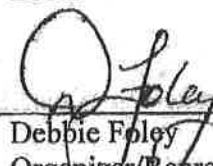
Whitney Hupf
Union Representative
International Federation of Professional and
Technical Engineers, Local 17



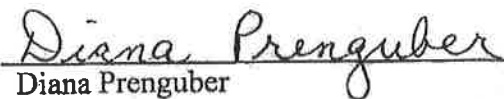
Dustin Fredrick
Business Manager
Public Safety Employees Union

Tracey A. Thompson
Secretary-Treasurer
International Brotherhood of Teamsters
Local 117

Lance F. Norton
President/Business Agent
Amalgamated Transit Union, Local 587

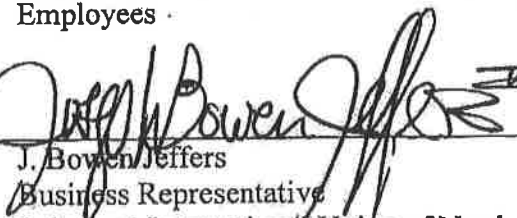


Debbie Foley
Organizer/Representative
Service Employees International Union,
Local 925



Diana Prenguber
Staff Representative
Washington State Council of County and City
Employees

Randy Weaver
Vice President
King County Corrections Guild



J. Bowen Jeffers
Business Representative
Laborers' International Union of North
America, Local 1239

ATTACHMENT 2

B. Severability. The provisions of the Agreement are intended to be severable. If any term or provision of this Agreement is deemed illegal or invalid for any reason, such illegality shall not affect the validity of the remainder of this Agreement.

C. Term. This Agreement shall be in effect from January 1, 2010 through December 31, 2012.

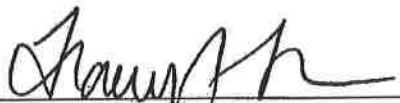
On behalf of King County:

King County Executive

Date

On behalf of the Unions Participating in the Joint Labor Management Insurance Committee:

Whitney Hupf
Union Representative
International Federation of Professional and
Technical Engineers, Local 17



Tracey A. Thompson
Secretary-Treasurer
International Brotherhood of Teamsters
Local 117

Dustin Fredrick
Business Manager
Public Safety Employees Union

Lance F. Norton
President/Business Agent
Amalgamated Transit Union, Local 587

Debbie Foley
Organizer/Representative
Service Employees International Union,
Local 925

Diana Prenguber
Staff Representative
Washington State Council of County and City
Employees

Randy Weaver
Vice President
King County Corrections Guild

J. Bowen Jeffers
Business Representative
Laborers' International Union of North
America, Local 1239

ATTACHMENT 2

B. Severability. The provisions of the Agreement are intended to be severable. If any term or provision of this Agreement is deemed illegal or invalid for any reason, such illegality shall not affect the validity of the remainder of this Agreement.

C. Term. This Agreement shall be in effect from January 1, 2010 through December 31, 2012.

On behalf of King County:

King County Executive


Date

On behalf of the Unions Participating in the Joint Labor Management Insurance Committee:

Whitney Hupf
Union Representative
International Federation of Professional and
Technical Engineers, Local 17

Dustin Fredrick
Business Manager
Public Safety Employees Union

Tracey A. Thompson
Secretary-Treasurer
International Brotherhood of Teamsters
Local 117

 3-24-09
Lance F. Norton
President/Business Agent
Amalgamated Transit Union, Local 587

Debbie Foley
Organizer/Representative
Service Employees International Union,
Local 925

Diana Prenguber
Staff Representative
Washington State Council of County and City
Employees

Randy Weaver
Vice President
King County Corrections Guild

J. Bowen Jeffers
Business Representative
Laborers' International Union of North
America, Local 1239

ATTACHMENT 2

B. Severability. The provisions of the Agreement are intended to be severable. If any term or provision of this Agreement is deemed illegal or invalid for any reason, such illegality shall not affect the validity of the remainder of this Agreement.

C. Term. This Agreement shall be in effect from January 1, 2010 through December 31, 2012.

On behalf of King County:

King County Executive

Date

On behalf of the Unions Participating in the Joint Labor Management Insurance Committee:

Whitney Hupf
Union Representative
International Federation of Professional and
Technical Engineers, Local 17


Dustin Fredrick
Business Manager
Public Safety Employees Union

Tracey A. Thompson
Secretary-Treasurer
International Brotherhood of Teamsters
Local 117

Lance F. Norton
President/Business Agent
Amalgamated Transit Union, Local 587

Debbie Foley
Organizer/Representative
Service Employees International Union,
Local 925

Diana Prenguber
Staff Representative
Washington State Council of County and City
Employees


Randy Weaver
Vice President
King County Corrections Guild

J. Bowen Jeffers
Business Representative
Laborers' International Union of North
America, Local 1239

ATTACHMENT 2

**MEMORANDUM OF AGREEMENT
Regarding
Health Benefits for 2010 - 2012
For Represented Benefits-Eligible Employees
By and Between King County
and
Unions Representing King County Employees**

On behalf of the Unions Participating in the Joint Labor Management Insurance Committee:



Rick Hicks
Secretary-Treasurer
Teamsters, Local 174