



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Ordinance 19809

Proposed No. 2024-0251.1

Sponsors Upthegrove

1 AN ORDINANCE approving and adopting the
2 Memorandum of Agreement negotiated by and between
3 King County and the Amalgamated Transit Union, Local
4 587, representing benefits-eligible employees in the Metro
5 transit department; and establishing the effective date of
6 said agreement.

7 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

8 SECTION 1. The Memorandum of Agreement negotiated by and between King
9 County and the Amalgamated Transit Union, Local 587, representing benefits-eligible
10 employees in the Metro transit department, which is Attachment A to this ordinance, is
11 hereby approved and adopted by this reference made a part hereof.

Ordinance 19809

12 **SECTION 2.** Terms and conditions of the agreement shall be effective from
13 January 1, 2025, through and including December 31, 2026.

Ordinance 19809 was introduced on 8/20/2024 and passed by the Metropolitan King County Council on 8/27/2024, by the following vote:


Yes: 8 - Balducci, Barón, Dembowski, Dunn, Perry, Upthegrove,
von Reichbauer and Zahilay
Excused: 1 - Mosqueda

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Signed by:

E76CE01F07B14EF...
Dave Upthegrove, Chair

ATTEST:

DocuSigned by:

8DE1BB375AD3422...
Melani Hay, Clerk of the Council

APPROVED this ____ day of 9/5/2024, ____.

Signed by:

4FBCAB8196AE4C6...
Dow Constantine, County Executive

Attachments: A. Memorandum Agreement By and Between King County Metro Transit Department and Amalgamated Transit Union, Local 587

Memorandum of Agreement (MOA)
By and Between
King County Metro Transit Department (Metro)
and
Amalgamated Transit Union, Local 587 (Union)

**Subject: Insured Benefits Agreement for Represented Benefits-Eligible Employees,
2025-2026**

Agreement:

1. 2025-2026 Insured Benefits Agreement. On January 1, 2025, this Agreement will follow and replace a Memorandum of Agreement between King County (“County”) and Amalgamated Transit Union, Local 587 (“ATU”) on the subject of insured benefits, which will expire on December 31, 2024, and was coded by the Office of Labor Relations as 410U0422 (the “2023-2024 Benefits Agreement”).

2. Scope of Agreement. This 2025-2026 Benefits Agreement shall apply to all employees represented by the ATU who are eligible for insured benefits under Article 12 and R12 of the Collective Bargaining Agreement and Memoranda of Agreement relating to the health care plan and eligibility for insured benefits. All employees that this Agreement applies to shall be referred to as “Employees.”

3. ATU Protected Fund Reserve. The ATU Protected Fund Reserve (“PFR”), which supports the County’s defined contribution to ATU’s benefits, shall continue under this Agreement. The PFR is established and maintained solely for the purpose of funding, providing and maintaining insured benefits, and providing a reserve fund to cover increases in the cost of those benefits for Employees. It is further agreed that the County and organizations handling PFR funds have a responsibility to ensure that the PFR funds are being used solely for the insured benefits for Employees.

4. County Funding Rate. The County and ATU have negotiated funding rates of \$1,694 for the year 2025 and \$1,762 for the year 2026. This will be memorialized in Articles 12 and R12 of the Collective Bargaining Agreement.

5. Insufficient County Funding. To the extent that the County’s funding 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 Employees, the parties agree that the PFR will be used to fund the difference.

6. Excess County Funding. To the extent that the County’s funding 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, provides greater funding than is necessary to fully fund the cost of insured benefits for Employees, the parties agree that the excess shall be added to the PFR.

7. Calculations. All calculations that must be made under this Agreement will be based on ATU-specific costs.

8. Plan Provisions. Insured benefits provisions (i.e. plan features) and plan designs (i.e. Employee costs) for Employees commencing January 1, 2025 and through December 31, 2026, are listed in Exhibit A to this Agreement.

9. Medical or Dental Plan(s) Options. During the term of this Agreement, the Parties may add plan(s) option(s) beyond the HMO, PPO and AHN medical plans and Delta Dental and Cigna plans for the 2025-2026 benefits years.

10. Scope and Purpose of the Annual Reconciliation Meeting. The parties will convene an annual reconciliation meeting (the “True Up Meeting”) no later than April 15th of each year of this Agreement to review the insured benefits expenditures for the prior year, projected expenditures for the current and future year(s), insured benefits provisions and plan designs for Employees, and any other information or factors that the parties deem relevant.

11. Modification to Plan Provisions, Plan Designs, and Administration of the Protected Fund Reserve. If at the annual True Up Meeting, the PFR is projected to fall below four million dollars (\$4,000,000) for the following year, the parties are empowered to negotiate and implement modifications to the County’s funding rate, insured benefits provisions, plan designs for Employees, and any Employee premium(s) share to be effective on January 1 of the following year.

12. Dispute Resolution Process. If Paragraph 11 is triggered, but the parties are unable to reach agreement on the Employee premium(s) share, insured benefits provisions, and the plan designs for Employees to bring the projected PFR above four million dollars (\$4,000,000), then the parties may refer only the unresolved issues of premium(s) share, insured benefits provisions, and the plan designs to either a dispute resolution process (if jointly agreed) or to an interest arbitrator with an expectation of a ruling issued by August 15.

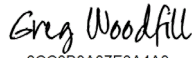
13. Deferred Compensation – Automatic Enrollment. New Employees represented by the ATU will be automatically enrolled in the Deferred Compensation Program according to the following terms: 3% of gross wages, inclusive of add-to-pays and overtime, will be withdrawn from each paycheck on a pre-tax basis with an option to also enroll in annual auto increases every January 1st. Employees have the option to “opt out” at any time after they are auto-enrolled in the deferred compensation program. They may also opt out of the program at any other time after they have enrolled.

14. 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.

15. Term. This Agreement shall be in effect, after approval of the King County Council, from January 1, 2025, through December 31, 2026.

For Amalgamated Transit Union, Local 587:


DocuSigned by:

8CC0B0A07E3A4A3...

Greg Woodfill
President/Business Representative

7/10/2024

Date


For King County:

DocuSigned by:

9063C72E4E6348E...

Megan Pedersen, Director
Office of Labor Relations, King County Executive Office

7/18/2024

Date

DocuSigned by:

7FF9183D721E453...

David S. Levin, Senior Labor Relations Negotiator
Office of Labor Relations, King County Executive Office

7/10/2024

Date

Certificate Of Completion

Envelope Id: 5B569418E9BB4C3D90AADA2897D60950	Status: Completed
Subject: Complete with Docusign: Ordinance 19809.docx, Ordinance 19809 Attachment A.pdf	
Source Envelope:	
Document Pages: 2	Signatures: 3
Supplemental Document Pages: 3	Initials: 0
Certificate Pages: 5	Envelope Originator:
AutoNav: Enabled	Cherie Camp
Envelopeld Stamping: Enabled	401 5TH AVE
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	SEATTLE, WA 98104
	Cherie.Camp@kingcounty.gov
	IP Address: 198.49.222.20

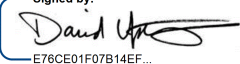
Record Tracking

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8/28/2024 4:25:46 PM	Cherie.Camp@kingcounty.gov	
Security Appliance Status: Connected	Pool: FedRamp	
Storage Appliance Status: Connected	Pool: King County-Council	Location: DocuSign

Signer Events

Dave Upthegrove
 dave.upthegrove@kingcounty.gov
 Chair
 Security Level: Email, Account Authentication (None)

Signature

Signed by:

 E76CE01F07B14EF...
 Signature Adoption: Uploaded Signature Image
 Using IP Address: 67.185.138.82


Timestamp

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 Signed: 8/29/2024 8:46:29 AM

Electronic Record and Signature Disclosure:

Accepted: 8/29/2024 8:46:20 AM
 ID: e99e0b59-0106-4830-aa8c-e3dcd5c9a0c4

Melani Hay
 melani.hay@kingcounty.gov
 Clerk of the Council
 King County Council
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 8DE1BB375AD3422...
 Signature Adoption: Pre-selected Style
 Using IP Address: 198.49.222.20

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 Signed: 8/29/2024 9:20:11 AM

Electronic Record and Signature Disclosure:

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Dow Constantine
 Dow.Constantine@kingcounty.gov
 King County Executive
 Security Level: Email, Account Authentication (None)

Signed by:

 4FBCAB8196AE4C6...
 Signature Adoption: Uploaded Signature Image
 Using IP Address: 146.129.84.117

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 Signed: 9/5/2024 9:24:26 AM

Electronic Record and Signature Disclosure:

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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Ames Kessler
akessler@kingcounty.gov
Executive Legislative Coordinator & Public Records
Officer
King County
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

COPIED

Sent: 8/29/2024 9:20:13 AM
Viewed: 8/29/2024 1:14:52 PM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	9/5/2024 9:24:26 AM
Completed	Security Checked	9/5/2024 9:24:26 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, King County-Department of 02 (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact King County-Department of 02:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: cipriano.dacanay@kingcounty.gov

To advise King County-Department of 02 of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at cipriano.dacanay@kingcounty.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from King County-Department of 02

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to cipriano.dacanay@kingcounty.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with King County-Department of 02

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to cipriano.dacanay@kingcounty.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify King County-Department of 02 as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by King County-Department of 02 during the course of your relationship with King County-Department of 02.