



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**Ordinance 19843**

**Proposed No.** 2024-0371.1

**Sponsors** Upthegrove

1           AN ORDINANCE approving and adopting the  
2           Memorandum of Agreement negotiated by and between  
3           King County and the International Brotherhood of  
4           Electrical Workers, Local 77, representing employees  
5           working in the transit facilities and rail divisions of the  
6           Metro transit department, and establishing the effective  
7           date of the agreement.

8           BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

9           SECTION 1. The Memorandum of Agreement negotiated by and between King  
10          County and the International Brotherhood of Electrical Workers, Local 77, representing  
11          employees working in the transit facilities and rail divisions of the Metro transit  
12          department, which is Attachment A to this ordinance, is hereby approved and adopted by  
13          this reference made a part hereof.

Ordinance 19843

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14            SECTION 2. Terms and conditions of the agreement shall be effective January 1,  
15 2025, through and including December 31, 2025.


Ordinance 19843 was introduced on 11/5/2024 and passed by the Metropolitan King County Council on 11/12/2024, by the following vote:

Yes: 9 - Balducci, Barón, Dembowski, Dunn, Mosqueda, Perry, Upthegrove, von Reichbauer and Zahilay

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 11/15/2024, \_\_\_\_\_.

Signed by:  
  
4FBCAB8196AE4C6...  
Dow Constantine, County Executive

**Attachments:** A. Memorandum of Agreement By and Between King County and International Brotherhood of Electrical Workers, Local 77 Representing Employees in the Metro Transit Department [101 E2]

Ordinance 19843

**Memorandum of Agreement  
By and Between  
King County  
and  
International Brotherhood of Electrical Workers, Local 77  
Representing Employees in the Metro Transit Department  
[101/E2]**

**Subject: 2025 King County Employee Health Benefits and Collective Bargaining Agreement Modification**

**Background**

1. King County (the County) and the International Brotherhood of Electrical Workers, Local 77 (the Union) are Parties to a Collective Bargaining Agreement (CBA) effective January 1, 2023, through December 31, 2025. The Union represents employees working in the King County Metro Transit Department (the Department).
2. The Union participates in the Joint Labor Management Insurance Committee (JLMIC) which is comprised of representatives of the County and labor organizations, including the Union.
3. Medical plan changes for 2025 were negotiated in the JLMIC, resulting in an Agreement covering benefits effective January 1, 2025, through December 31, 2025. The Agreement was fully ratified into law on September 15, 2024.
4. Article 23 of the Parties' CBA states "The Union participates in the JLMIC and adopts all terms and conditions of any JLMIC Agreements for all employees covered by this Agreement."
5. On September 19, 2024, the Union filed a demand to bargain the impacts of the changes in health benefits as agreed upon by the JLMIC.
6. On September 24, 2024, the County responded to the Union explaining that while the County had no duty to bargain further over the JLMIC changes, the parties could meet to discuss concerns brought forward by Local 77. The County noted that the Union is party to the JLMIC, that the changes had been bargained fully, and that the CBA affirmatively adopts the terms bargained in the 2025 JLMIC Agreement.
7. The Parties met on October 3, 2024, to discuss and provide information of the changes to the health benefits beginning in 2025. The Parties also discussed the 2025 compensation package in the CBA, resulting in the following Agreement regarding changes to the CBA.

## Agreements

1. Article 14.10 of the CBA provides for a cost-of-living adjustment (COLA) as outlined below:

*January 1, 2025: There shall be a Cost of Living Adjustment per the formula below:*

*COLA adjustments will be 95 percent of the average growth rate of the six prior bi-monthly year-over-year percentages in the Seattle-Tacoma-Bellevue Consumer Price Index for Urban Wage Earners and Clerical Workers (All Items, base period 1982-84=100) (CPI-W) through June of the year in which the COLA will be applied. For example, the wage adjustment for January 1, 2025, shall be calculated as the average of the year-over-year percentages from the August 2023, October 2023, December 2023, February 2024, April 2024, and June 2024 values of the CPI-W.*

*A year-over-year change means the percentage change in the CPI-W for that measurement compared to the CPI-W for the same month the prior year. For example, the June 2024 year-over year change is the percentage change in the June 2024 CPI-W compared to the June 2023 CPI-W.*

*Regardless of the result calculated using this formula, the annual COLA effective on January 1, 2025, shall not be more than 4% and shall not be less than 2%.*

2. In addition to the COLA formula already agreed to above, as provided in the CBA, each member of the bargaining unit will receive an additional 1.5% General Wage Increase (GWI) effective January 1, 2025.
3. Any disputes regarding the interpretation or application of this Agreement shall be resolved by the parties using the grievance procedures of the applicable collective bargaining agreement.
4. This MOA is the full and final agreement of the parties related to this matter. The parties acknowledge that this Agreement is subject to approval by ordinance by the Metropolitan King County Council (the Council) of King County Washington. This Agreement will be effective following the effective date of the ordinance, which is ten days following the King County executive's approval signature.
5. This Agreement expires on December 31, 2025, with the current 2023-2025 CBA.
6. The Union acknowledges that, consistent with Article 23 of the CBA, they are party to the JLMIC, that the 2025 benefits changes had been bargained fully, that the CBA includes a waiver that adopts the terms bargained in the 2025 JLMIC Agreement, and that the County has no duty to bargain further over the JLMIC changes.
7. The Union withdraws its demand to bargain the impacts of the changes in health benefits as agreed upon by the JLMIC.

For International Brotherhood of Electrical Workers,  
Local 77:

*Jonathan Finch*

[Jonathan Finch \(Oct 9, 2024 09:46 PDT\)](#)

Jonathan Finch  
Business Representative

Oct 9, 2024

Date

For King County:

*Timothy Novasky*

Tim Novasky  
Labor Relations Negotiator  
Office of Labor Relations  
King County Executive Office

Oct 9, 2024

Date

**Certificate Of Completion**

Envelope Id: B4584E2F3900476FAF5EDA2E12CC518B	Status: Completed
Subject: Complete with DocuSign: Ordinance 19843.docx, Ordinance 19843 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
Enveloped 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

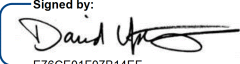
**Record Tracking**

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11/13/2024 11:21:06 AM	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: 98.247.170.195


**Timestamp**

Sent: 11/13/2024 11:22:53 AM  
Viewed: 11/13/2024 12:46:41 PM  
Signed: 11/13/2024 12:46:54 PM

**Electronic Record and Signature Disclosure:**

Accepted: 11/13/2024 12:46:41 PM  
ID: dd8e2ce3-f496-43bf-b037-2ac6fc867827

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

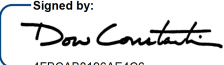
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**Electronic Record and Signature Disclosure:**

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ID: 639a6b47-a4ff-458a-8ae8-c9251b7d1a1f

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: 97.113.223.203

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**Electronic Record and Signature Disclosure:**

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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: 11/13/2024 1:08:19 PM  
Viewed: 11/13/2024 2:37:18 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	11/15/2024 10:51:21 AM
Completed	Security Checked	11/15/2024 10:51:21 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.

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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](mailto: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](mailto: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](mailto: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](mailto: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.