

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY
AND
THE UNDERSIGNED UNIONS
ADDRESSING “TOTAL COMPENSATION”
COALITION BARGAINING 2017-2018 BUDGET**

Introduction:

King County (the County) and the King County Coalition of Unions (the Coalition Unions) have had a longstanding history of working collaboratively to address challenges and solve problems. The parties’ first “total compensation” agreement, effective 2015-2016, established the parameters for bargaining a successor agreement. That 2015-2016 Agreement (King County document code: 000U0414_TotalComp_2015-2016, attached as Exhibit 1) committed the parties to bargaining a successor coalition agreement that covered “all compensation elements” of Coalition Unions’ respective collective bargaining agreements (CBAs), as well as elements of two county initiatives identified, respectively, as “Employer of the Future” (or Best Run Government), and “Standards.” “Compensation elements” were defined as “wages, premiums, incentives, and other monetary payments; and all forms of leave and benefits.”

The County and the Coalition of Unions have bargained in good faith to address the interests of the parties relating to total compensation and the specified county initiatives. Bargaining began with a training session addressing fundamentals of joint interest-based bargaining on October 1, 2015, and bargaining concluded with the parties signing a tentative agreement (TA) on Wednesday, September 7, 2016. A copy of the September 7, 2016, TA is attached as Exhibit 2.

The purpose of this Memorandum of Agreement (MOA) is to set forth with greater specificity the terms of the 2017-2018 total compensation agreement outlined in the attached TA. The Coalition of Unions unanimously supports the terms of this MOA, and recommends ratification of this MOA by each bargaining unit in the Coalition.

Agreement:

NOW THEREFORE, the undersigned Unions and King County agree as follows:

2016:

1. **MOA Ratification** - The undersigned unions agree this MOA is the result of good faith bargaining, and will notify the King County Office of Labor Relations of the status of their member ratification votes on or before 5 pm on Monday, October 17, 2016. This date may be changed in writing by mutual agreement of the parties.

2. **Master Labor Agreement (MLA)** - The parties will meet no later than November 11, 2016, to discuss a structure for bargaining standard practices, procedures, and collective bargaining agreement (CBA) provisions via a Master Labor Agreement (MLA). Successful MLA bargaining will bring greater efficiency to King County and support its Best Run Government principles. The MLA will meet the parties' joint interests in financial and operational stability and sustainability, and help create a desirable, competitive and consistent employment package for the County's highly capable workforce.

2017:

January 1, 2017:

1. **Wages** - Employees who were bargaining unit members on or after September 7, 2016, and who are current bargaining unit members, shall receive a 1.75% general wage increase, plus a 0.5% total compensation coalition premium, for a total of a 2.25% increase over 2016 base wages.

2. **Paid Parental Leave** - King County's Paid Parental Leave benefit (piloted in 2016 and outlined in the attached MOA as Exhibit 3, King County document code 000U0516_TotalComp_2017-2018_Exhibit 3_000U0815_PPL) will continue through 2017. This benefit will be one of many standardization topics discussed in MLA bargaining in 2017.

3. **JLMIC** - The Joint Labor Management Insurance Committee (JLMIC) Agreement covering 2017-2018 benefits is attached as Exhibit 4 (King County document code 000U0516_TotalComp_2017-2018_Exhibit 4_JLMIC MOA). This JLMIC Agreement includes the following changes, effective January 1, 2017, from the insured health benefits of the previous year:

A. There will be no increase (0%) in county contributions over the 2016 funding rate (\$1,465);

B. The County will end its subsidy for self-pay county medical insurance after

early retirement, with reopener allowed in the event of Affordable Care Act (ACA) repeal; and

C. The current emergency room copay is increased from \$100 to \$200 (no changes to conditions under which this copay is reimbursed).

4. **Leave Day** - One (1) additional vacation day will be added to employee vacation banks in the first full pay period of 2017. Eligibility for this additional leave, rules relating to usage, and the process for awarding the additional Leave Day are all outlined in the paragraph addressing January 1, 2018, below.

5. **Parking** – New parking rates for both the downtown civic campus (Goat Hill Garage, King County Correctional Facility, Chinook Building) and the King Street Center will be increased in accordance with the following chart. The increases for the downtown civic campus are effective January 1, 2017; the increases for the King Street Center will be effective June 1, 2017.

		Current	Increase
Monthly Rates	Unreserved	\$260	\$300
	Reserved	\$300	\$385
	Carpool/Electric Car	\$182	\$210
	ADA	\$130	\$150
Daily Rates	Daily Maximum	\$15	\$20
	After-Hours / Weekend	\$7	\$7
	Motorcycles	\$5	\$5

6. **Coalition “Administrative Support” MOA** - The “Administrative Support” MOA attached as Exhibit 5 (King County document code 000U0516_TotalComp_2017-2018_Exhibit 5_000U0111_AdministrativeSupport) provisions will continue through 2017 but are subject to MLA bargaining and thus may change effective January 1, 2018. If changes to this program/benefit are not part of the MLA, the “Administrative Support” MOA expires on December 31, 2018.

2018:

January 1, 2018:

1. **Wages and Master Labor Agreement** - Employees who will be bargaining unit members on or after January 1, 2018, shall receive a 1.75% general wage increase over 2017 base wages. If an MLA is successfully bargained and fully ratified by both the Unions and the County, employees who will be bargaining unit members on or after January 1, 2018, shall also

receive an additional 1% of their 2017 base pay as a coalition MLA premium.* If the premium is earned, the total 2018 base wage increase will equal 2.75%.

*All parties^[1] agree to be bound by the Master Labor Agreement to be negotiated to a tentative agreement no later than January 1, 2018, in conjunction with small table bargaining; provided that:

Current Unions' collective bargaining agreements (hereinafter Addenda) shall remain in effect unless modified by mutual agreement by the MLA.

Any lesser conditions contained in any Union's collective bargaining agreement shall be superseded by the conditions contained in this Master Agreement. However, except where specifically stated otherwise in the Master Agreement, nothing in the Master Agreement shall deprive any employee of any superior benefit contained in his/her Union's collective bargaining agreement.

Eligibility for the 1% MLA premium is conditioned upon the parties signing a Tentative Agreement (TA) no later than January 1, 2018. The parties acknowledge that the MLA must be TA'd by October 2, 2017, in order for the MLA premium to be included in January 2018 paychecks. Thus the parties' shared goal is to reach a TA by October 2, 2017. The MLA must be then ratified both by the County and by participating union membership in order to effectuate the 1% MLA premium.

2. JLMIC - Insured health benefits will be as reflected in the attached JLMIC Agreement, Exhibit 4. This Agreement includes the following changes from 2017:

- A. A 4% increase in King County contribution rate over 2017 rates (\$1,524); and
- B. The County domestic partner benefit will be changed to match state law.

3. Leave Days - Two (2) additional vacation days will be added to employee vacation banks in the first full pay period of 2018, under the conditions described below:

A. The one (1) additional vacation day awarded in 2017 and the two (2) additional vacation days awarded in 2018 are granted on a one-time basis only and doing so does not establish an ongoing *status quo* obligation on the part of the County to continue granting them subsequent to January 1, 2018.

^[1] Agencies that, by law, are authorized to bargain working conditions separate from the coalition are eligible for the Master Labor Agreement premium provided the labor group adopts the economics of the Master Labor Agreement.

B. The vacation days will be granted in the same manner as personal holidays (e.g., not available for temporary employees and other non-leave eligible employees, prorated for part-time employees, 8 hours for full-time 40-hour employees, 480 hour year-end cap), provided that any employee who is unable to use any of the additional vacation days identified in this Agreement shall be permitted to carry those additional days forward.

C. The additional vacation days are only available to bargaining units that were participants in the Coalition at the time of signature of the TA referenced as Exhibit 2.

D. The additional vacation days are contingent on unanimous recommendation for ratification of this MOA by all Coalition Unions.

It is further agreed that:

1. The general wage increases, total compensation coalition premium, MLA premium, and additional leave days award outlined in this Agreement establish no precedent with respect to future payments or awards to county employees;
2. All parties have fulfilled their obligations to engage in good faith collective bargaining over the subjects contained in this Agreement and those subjects listed in Exhibit 2;
3. The parties acknowledge that this Agreement is subject to approval by the King County Council and the Agreement has been ratified by membership of the undersigned Unions (Unions having notified the County by 5 pm on Monday October 17, 2016 of the ratification results);
4. Any dispute regarding the interpretation and/or application of this Agreement shall be handled pursuant to the terms of the applicable Union's grievance procedure, provided that if more than one bargaining unit has the same or similar dispute, the grievances shall be consolidated; and
5. The parties agree that this MOA is effective once fully ratified by King County (having already been ratified by the undersigned Unions), through December 31, 2018.

For King County:



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

12.19.16

Date

EXHIBIT 1
MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY AND
THE UNDERSIGNED UNIONS

**ADDRESSING “TOTAL COMPENSATION” COALITION BARGAINING; 2015-2016
BUDGET; AND COST-OF-LIVING WAGE ADJUSTMENTS FOR KING COUNTY
COALITION OF LABOR UNIONS BARGAINING UNIT MEMBERS 2015-2016**

Introduction:

King County and the Coalition of King County Labor Unions have a longstanding history of working collaboratively to address the many serious challenges faced by King County over the past two decades.

The partnership between King County and the Coalition of King County Labor Unions has resulted in several Agreements over the years intended to preserve the high quality and diversity of services offered to the public, to preserve positions held by the county’s high quality employees, to standardize pay ranges and practices in King County and to reorganize county functions to bring greater efficiencies to King County government.

Agreements between King County and the Coalition of King County Labor Unions have included agreements allowing unpaid furloughs, agreements supporting a Lean process and implementation of Lean proposals, agreements standardizing certain classification and compensation processes, agreements that make efficient use of county resources by bargaining many labor issues in countywide coalitions, agreements establishing effective use of Labor Management Committees across King County to facilitate frequent and transparent information sharing and discussion and agreements such as the zero (“0”) cost-of-living adjustment (COLA) Agreement intended to address the county’s budget crisis at the height of the great recession.

The parties have also worked together in Olympia and elsewhere in attempting to secure additional funding options for King County services. The parties continue to engage in solution-based discussions aimed at addressing funding shortages for various public services.

The parties have an interest in continuing their longstanding history of working collaboratively to meet the serious challenges facing King County and its employees, and have bargained in good faith to address the interests of the parties as they relate to economic issues. The County continues to face serious fiscal challenges due to a longstanding structural imbalance between non-discretionary expenditure growth rates and revenue growth rates restricted by state law; and in 2015-2016 expects to eliminate hundreds of positions due to the loss of state and federal funds and to budget cuts to several departments. This Agreement meets the interests of the parties and advances the goals of the King County Strategic Plan by demonstrating “sound financial management” as well as by recognizing King County employees, the county’s “most valued resource,” in working with King County to meet the challenges that will be presented during the term of this Agreement.

EXHIBIT 1

Agreement:

NOW THEREFORE, the undersigned Union and King County agree as follows.

January 1, 2015 Cost-of-Living Adjustment contract rollovers and re-openers

1. Effective January 1, 2015, employees covered by this Agreement and employed in 2015 will receive a 2% Cost-of-Living Wage Adjustment;
2. All other compensation elements ("wages, premiums, incentives, and other monetary payments; and all forms of leave and benefits") of current collective bargaining agreements (CBAs) are "rolled over" and neither increased nor decreased through 2016; provided, however, that where the County and a union were already in the process of collective bargaining with respect to certain elements of "Total Compensation" prior to June 27, 2014, there may be increases or decreases in certain elements of "Total Compensation" in those collective bargaining agreements. Additionally, the Coalition "Administrative Support" Memorandum of Agreement (attached as Addendum A) is also effective 2015-2016 and expires January 31, 2016;
3. All compensation elements of CBAs shall be opened on January 1, 2015, or later, as requested by the County, for the purpose of bargaining in union coalition a "Total Compensation" agreement that will be effective January 1, 2017 or later, as agreed to by the parties. "Total Compensation" elements are wages, premiums, incentives, and other monetary payments; and all forms of leave and benefits. The parties agree to bargain, to the extent required by law, the effects of any newly created job classifications and other organizational changes. Discussion during re-opener will include these "Total Compensation" elements as well as county initiatives that include but are not limited to "Employer of the Future" and "Standards." It is noted that the Joint Labor Management Insurance Committee (JLMIC) Agreement covering benefits (part of "Total Compensation") is already opened in 2016 and nothing in this Agreement is intended to change the terms of that Agreement.

January 1, 2016 Cost-of-Living Adjustment contract rollovers and re-openers

1. Effective January 1, 2016, employees covered by this Agreement and employed in 2016 will receive a 2.25% Cost-of-Living Wage Adjustment;
2. Consistent with #2 for 2015 above, all compensation elements of CBA "rolled over" and neither increased nor decreased through 2016; provided, however, that where the County and a union were already in the process of collective bargaining with respect to certain elements of "Total Compensation" prior to June 27, 2014, there may be increases or decreases in certain elements of "Total Compensation" in those collective bargaining agreements. Additionally, the Coalition "Administrative Support" Memorandum of Agreement (attached as Addendum A) is also effective 2015-2016 and expires January 31, 2016;
3. Re-openers consistent with #3 for 2015 above.

Lump Sum Coalition Participation Premium Payment

On or before December 31, 2014, a flat lump sum Coalition Participation Premium payment of \$500.00 per employee will be paid to bargaining unit members who are employed by King County on June 27, 2014, and whose bargaining units ratify this agreement on or before

EXHIBIT 1

August 15, 2014. This payment is in consideration of the agreement by participating unions to bargain economic issues with King County as a coalition rather than as individual bargaining units, resulting in process efficiencies and savings in administrative costs for King County. Additionally, this payment is in consideration for the agreement by participating unions to open all compensation elements of CBAs on January 1, 2015 or later, at the request of King County, for the purpose of bargaining a "Total Compensation" agreement in coalition. "Total Compensation" elements are defined earlier in this Memorandum of Agreement.

Changes to King County Family and Medical Leave

The parties agree to a change in practice that will run King County Family Medical Leave (KCFML) and Family Medical Leave Act (FMLA) *concurrently*, rather than consecutively. This change is contingent upon the necessary King County Code change/policy being adopted by the King County Council and then implemented for non-represented King County employees. This agreement does not prohibit the use of KCFML intermittent leave after 12 weeks. The agreed upon change will not be implemented for represented employees before July 1, 2015. The parties agree to work together to identify the King County Code language changes necessary to implement this change. As with all decision making in King County, the Equity and Social Justice Ordinance (#16948) will be applied.

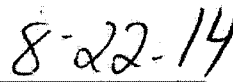
It is further agreed that:

1. The COLA increases and lump sum payments outlined in this Agreement establish no precedent with respect to future payments to King County employees;
2. The parties acknowledge that all parties have fulfilled their obligations to engage in collective bargaining over the subjects contained in this Agreement;
3. The parties acknowledge that this Agreement is subject to approval by the King County Council and ratification by the membership of the aforementioned Unions;
4. Any dispute regarding the interpretation and/or application of this Agreement shall be handled pursuant to the terms of the applicable Union's grievance procedure, provided that if more than one bargaining unit has the same or similar dispute, the grievances shall be consolidated; and
5. The parties agree that this Memorandum of Agreement is contingent upon ratification by the King County Council, and shall be effective once fully ratified by King County (having already been ratified by the undersigned Unions) through December 31, 2016.

For King County:



Patti Cole-Tindall, Director
Office of Labor Relations
King County Executive Office



Date

EXHIBIT 2
KING COUNTY and the KING COUNTY COALITION OF UNIONS
TENTATIVE AGREEMENT - 9/7/2016

1. Duration: January 1, 2017 – December 31, 2018
2. General Wage Increase and Master Agreement Premium:
 - a. 2017 – 1.75% GWI and separate total compensation coalition premium of 0.5% effective 1/1/17 (for a total of 2.25% in 2017).
 - b. 2018 – 1.75% GWI effective 1/1/18.
 - c. 2018 – 1.0% Master Agreement premium effective 1/1/18 for unions that sign onto Master Agreement. Note that this premium is contingent upon successful negotiation and mutual ratification of a Master Agreement per paragraph 5 below. This premium is also added to the 1.75% GWI for a total of 2.75%.
3. Health and Welfare (JLMIC)
 - a. 2017 – 0% increase over 2016 (\$1,465)
 - b. 2018 – 4% increase over 2017 (\$1,524)
 - c. Effective 1/1/18, change domestic partner benefit to match state law.
 - d. Effective 1/1/17, no longer subsidize County medical after early retirement with reopener for ACA repeal.
 - e. Effective 1/1/17, increase emergency room copay from \$100 to \$200.
4. Paid Parental Leave, for 2017 then subject to Paragraph 5.
5. Master Agreement and 2018 Coalition Premium:

All parties¹ agree to be bound by the Master Agreement to be negotiated to a tentative agreement no later than January 1, 2018 in conjunction with small table bargaining; provided that all parties agree that:

Present coalition union's collective bargaining agreements (hereinafter Addenda) shall remain in effect unless modified by mutual agreement.

Any lesser conditions contained in any Union's collective bargaining agreement shall be superseded by the conditions contained in this Master Agreement. However, except where specifically stated otherwise in the Master Agreement, nothing in the Master Agreement shall deprive any employee of any superior benefit contained in their Union's collective bargaining agreement.

6. Leave days:
 - a. One (1) additional vacation day added to vacation bank in the first full pay period of 2017.

¹ Agencies that, by law, are authorized to bargain working conditions separate from the coalition are eligible for the Master Agreement premium provided the labor group adopts the economics of the Master Agreement.

EXHIBIT 2
KING COUNTY and the KING COUNTY COALITION OF UNIONS
TENTATIVE AGREEMENT - 9/7/2016

- b. Two (2) additional vacation days added to vacation bank in the first full pay period of 2018.
 - c. The three (3) additional vacation days referenced above are granted on a one-time basis only and do not establish an ongoing *status quo* obligation to continue providing past January 1, 2018.
 - d. The vacation days are to be provided in the same manner as personal holidays (i.e. not available for temps and other non-leaves eligible employees, prorated for part time employees, 8 hours for full time 40 hour employees, 480 hour year end cap, etc.); provided, that any employee that is unable to use any of the additional vacation days identified in 6(a) or 6(b), shall be permitted to carry those additional days forward.
 - e. The additional vacation days are only available to bargaining units that were in the coalition at the time of the tentative agreement (TA) signed and dated below.
 - f. The additional vacation days are contingent on unanimous recommendation of this TA by all coalition unions.
7. Parking: Parking rates at the downtown civic campus (Goat Hill Garage, King County Correctional Facility, the Chinook Building) will be increased in accordance with the following chart effective January 1, 2017, and for King Street Center effective June 1, 2017.

		Current	Increase
Monthly Rates	Unreserved	\$260	\$300
	Reserved	\$300	\$385
	Carpool/Electric Car	\$182	\$210
	ADA	\$130	\$150
Daily Rates	Daily Maximum	\$15	\$20
	After-Hours / Weekend	\$7	\$7
	Motorcycles	\$5	\$5

Exhibit 3
Memorandum of Agreement
By and Between
King County
and
UNION NAME

SUBJECT: Paid Parental Leave - Benefit Pilot for 2016

Introduction:

The parties, King County and the union referenced above, enter into this agreement for the purpose of implementing King County Ordinance 18190, an Ordinance that authorizes a 2016 pilot program of Paid Parental Leave for leave-eligible King County employees. This Agreement is entered into under the authority granted by said Ordinance, which is attached to this Memorandum of Agreement (MOA) as Exhibit 1 and incorporated herein by reference.

Brief Summary of Ordinance 18190:

The 2016 Paid Parental Leave Benefit Pilot (Pilot) provides leave-eligible employees Paid Parental Leave to supplement paid sick leave, vacation leave, executive leave and other forms of paid leave. The Pilot ensures that an employee will receive the equivalent of the employee's salary for up to a total of twelve (12) weeks, when combined with the employee's accrued paid leaves, except for one week of sick leave and one week of vacation leave (or the equivalent for Benefit Time), while on a qualifying approved leave following the birth, adoption or foster-to-adopt placement of a child with the employee ("qualifying event").

Eligible employees are those who have been employed with the County for at least six (6) months of continuous service at the time of the qualifying event. An employee's supplemental Paid Parental Leave benefit would be calculated based on the employee's existing leave accruals at the time of the qualifying event, while permitting the employee to reserve one week of sick leave and one week of vacation leave (or the equivalent for Benefit Time). The duration of the Pilot is January 1, 2016, through December 31, 2016, expiring on January 1, 2017.

Agreement:

The parties agree that leave-eligible employees, covered by the terms of the collective bargaining agreements (CBAs) for the bargaining unit(s) listed below, are eligible for the 2016 Pilot under the terms included both in this MOA and in Exhibit 1, Ordinance 18190. This includes, but is not limited to, the specific duration, conditions, restrictions, and eligibility requirements provided in each of these two (2) documents. Additionally, the parties acknowledge that the King County Human Resources Division will establish process and documentation requirements for implementation/administration of this Pilot.

The undersigned union has agreed to the King County Code changes whereby Family and Medical Leave (KCFML) will run concurrent to the federal Family and Medical Leave Act (FMLA), as provided by Ordinance 18191, by way of either: 1) the union's signature to the 2015-2016 Coalition Total Compensation Memorandum of Agreement (Document

Exhibit 3

000U0414_TotalComp_2015-2016; Ordinance 17916), or 2) the union's signature to this MOA. King County Ordinance 18191, which enacts the KCFML/FMLA concurrency Code changes, is attached as Exhibit 2 and incorporated herein by reference.

The parties further acknowledge that:

This Agreement supersedes any and all CBA provisions or current practices which may conflict with the terms of this MOA or the underlying Ordinances;

While on paid parental leave, employees shall retain and continue to accrue seniority in accordance with the terms specified in the applicable collective bargaining agreement;

All parties have fulfilled their obligation to engage in collective bargaining over the subjects referenced in this Agreement; and

Any dispute regarding the interpretation and/or application of this Agreement shall be resolved through discussion by the parties in Labor/Management Round Table, or if the issue is department specific, in a meeting between the Office of Labor Relations Director or his/her designee and a Union Coalition Co-Chair or his/her designee. A department representative and/or King County Alternative Dispute Resolution (ADR) staff person may also be invited to participate in this discussion. Disputes will under no circumstances be resolved through the CBA, Career Service or Civil Service Rules grievance processes, but will alternatively be resolved through a process that utilizes ADR staff in a manner agreed to by the parties.

Effective Dates:

This Agreement is effective January 1, 2016. The Pilot (Ordinance 18190) expires on January 1, 2017. The FML King County Code changes (Ordinance 18191) will not expire.

Conclusion:

This MOA, along with the Ordinances referenced herein, constitutes the full and final agreement between the parties on the topic of the Paid Parental Leave Benefit Pilot. The terms of this Agreement may not be changed, modified or continued beyond the expiration date without the express written authorization (and ratification as may be required) of the parties.

For King County:

Gerald W. Topping
Interim Director
Office of Labor Relations
King County Executive Office

EXHIBIT 4

**MEMORANDUM OF AGREEMENT
Regarding Insured Benefits
January 1, 2017 through December 31, 2018
For Represented Benefits-Eligible Employees
By and Between King County**

**And
The Joint Labor Management Insurance Committee Unions**

WHEREAS, certain designated representatives of King County (“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, disability, accidental death and dismemberment, 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 the County that a sustainable compensation package be achieved by reducing the year-over-year growth rate of the county’s overall employee compensation budget to align with the county’s population-adjusted inflation rate; and

WHEREAS, the total compensation budget includes, but is not limited to, adopted expenditures for all wages, leaves, retirement contributions, and insured benefits for active employees; and

WHEREAS, the County provides total compensation 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 benefits will include a wellness program, a Health Maintenance Organization Plan (“HMO”), and a Preferred Provider Organization Plan (“PPO”); and

WHEREAS, the JLMIC agrees to explore options that incent benefits-eligible employees to choose health care that is more effective and produces better health outcomes;

EXHIBIT 4

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

1. **Scope of Agreement.** This Agreement shall apply to all county employees represented by the Unions signatory hereto (“the Parties”), with the exception of employees represented by the Amalgamated Transit Union, Local 587, and the King County Police Officers’ Guild. In addition, this Agreement 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 to which this Agreement applies shall be referred to as “JLMIC-Eligible Employees.”
2. **Continuation of JLMIC Protected Fund Reserve.** The balance of the 2016 JLMIC Protected Fund Reserve (“PFR”) shall be carried over to this Agreement and the PFR shall continue to be maintained solely for the purpose of funding, providing and maintaining insured benefits, and providing a reserve fund to self-insure against unanticipated increases to the cost of those insured 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. It is further agreed that the County and organizations handling PFR funds have a responsibility to ensure that PFR funds are being used solely on behalf of JLMIC-Eligible Employees.
3. **County Funding Rate.**
 - A. **2017.** Commencing on January 1, 2017, the County shall maintain the same funding rate contributed in 2016 (i.e., \$1,465 per month) on behalf of each JLMIC-Eligible Employee.
 - B. **2018.** Commencing on January 1, 2018, the County shall contribute four percent (4%) more than was contributed in the prior year (i.e., \$1,524 per month) on behalf of each JLMIC-Eligible Employee.
4. **Insufficient County Funding.** To the extent that the County’s funding rate identified in Paragraph 3, and other yearly non-funding rate revenue (e.g., interest earnings, participant benefit access fees, and other plan participant contributions such as COBRA payments), attributed proportionally to JLMIC-Eligible Employees, are 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.
5. **Excess County Funding.** To the extent that the County’s funding identified in Paragraph 3, and other yearly non-funding rate revenue, attributed proportionally to JLMIC-Eligible Employees, provide greater funding than is 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.

EXHIBIT 4

- 6. Health and Welfare Plan Provisions.** Insured benefits provisions for JLMIC-Eligible Employees during the term of this Agreement shall be as described in Attachments A and B, including but not limited to maintaining the 2016 JLMIC-Eligible Employees' out-of-pocket costs for the PPO Plan and HMO Plan, unless otherwise modified by the Parties or modified pursuant to the terms of this Agreement. The parties hereby agree to make the following modifications:
- a. Effective January 1, 2018, the definition of domestic partner shall be conformed to match State law;
 - b. Effective January 1, 2017, the JLMIC will no longer subsidize the cost of medical benefits for those eligible for early retirement; provided that, if the Affordable Care Act is repealed or substantially modified, the parties agree to reopen negotiations to address this Section 6(b).
- 7. 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.
- 8. Supplemental Medical Plans and Healthy Incentives.** During the term of this Agreement, the JLMIC will add supplemental plan options beyond the PPO Plan and the HMO Plan for the 2018 benefit year. In addition, the JLMIC agrees to negotiate changes to the Healthy Incentives program to be effective for the 2018 benefit year; provided that, in the absence of agreement to the contrary, the County will absorb any additional cost above the status quo 2016 cost associated with those changes for the life of this Agreement.
- 9. Scope and Purpose of the Annual Reconciliation Meeting.** The JLMIC will convene a "true-up meeting" no later than April 15 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 fifteen million dollars (\$15,000,000), 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 ("Panel") 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 Unions signatory hereto, 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. The Panel shall be empowered to make plan design changes and/or add employee premium share and/or County contribution increases. The costs of the Panel shall be shared equally by the Parties.

EXHIBIT 4

- 11. **Subsequent Agreement.** The Parties agree to commence negotiations for a successor insured benefits agreement (to be effective starting January 1, 2019) no later than January of 2018.
- 12. **Agreement To All Provisions.** This Agreement supersedes any statutory or contractual provision in any existing contract that in any way conflicts with this Agreement.
- 13. **Voluntary Employees Beneficiary Association (VEBA).** The County will continue to offer VEBA benefits to JLMIC-Eligible Employees consistent with the program parameters outlined in the attached Memorandum of Agreement (Attachment C).
- 14. **Total Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the matters covered herein, and no other agreement, statement or promise made by any party that 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, upon approval of the King County Council, from January 1, 2017, through December 31, 2018.

APPROVED this 13th day of January, 2017, 2016.



By: _____
King County Executive

EXHIBIT 4

Attachment A

	KingCare SM Gold	KingCare SM Silver	KingCare SM Bronze
Summary			
<i>Annual Deductible</i>	\$300/person \$900/family	\$600/person \$1,800/family	\$800/person \$2,400/family
<i>Coinsurance (Medical)</i>	85% network 65% out-of-network	75% network 55% out-of-network	75% network 55% out-of-network
<i>Emergency Room Copay</i>	\$200	\$200	\$200
<i>Annual Out-of-Pocket Maximum Medical (Includes deductibles and coinsurance)</i>	Network: \$1,100/person \$2,500/family Out-of-network: \$1,900/person \$4,100/family	Network: \$1,600/person \$3,800/family Out-of-network: \$2,400/person \$5,400/family	Network: \$2,000/person \$4,800/family Out-of-network: \$2,800/person \$6,400/family
<i>Retail Prescription Drug</i>	\$7 generic drugs \$30 preferred brand \$60 non-preferred brand	\$7 generic drugs \$30 preferred brand \$60 non-preferred brand	\$7 generic drugs \$30 preferred brand \$60 non-preferred brand
<i>Annual Out-of-Pocket Maximum (Rx)</i>	\$1,500/person \$3,000/family	\$1,500/person \$3,000/family	\$1,500/person \$3,000/family
<i>Lifetime Maximum</i>	No limit	No limit	No limit
<i>BAF</i>	\$100 per month	\$100 per month	\$100 per month

EXHIBIT 4

Attachment B

Summary	Group Health Gold	Group Health Silver	Group Health Bronze
Annual Deductible	\$0	\$0	\$0
Office visit Copay	\$20	\$35	\$50
Network Emergency Room Copay	\$100	\$100	\$100
Inpatient Hospital Copay	\$200 then 100%	\$400 then 100%	\$600 then 100%
Annual Out-of-Pocket Maximum	\$1,000/person \$2,000/family Rx copay does not count towards annual out-of-pocket max	\$2,000/person \$4,000/family Rx copay does not count towards annual out-of-pocket max	\$3,000/person \$6,000/family Rx copay does not count towards annual out-of-pocket max
Retail Prescription Drug	\$10 generic drugs \$20 preferred brand \$30 non-preferred brand	\$10 generic drugs \$20 preferred brand \$30 non-preferred brand	\$10 generic drugs \$20 preferred brand \$30 non-preferred brand
Lifetime maximum	No limit	No limit	No limit

**ATTACHMENT C
MEMORANDUM OF AGREEMENT**

By and Between

King County and the Joint Labor Management Insurance Committee

Regarding

HRA VEBA

Elections and Health Benefits for 2015 and 2016

For Represented Benefits-Eligible Employees

Whereas, the parties have negotiated employees' participation in the Health Reimbursement Arrangement (HRA) Voluntary Employees Beneficiary Association (VEBA) Medical Reimbursement Plan for Public Employees in the Northwest since 2007; and

Whereas, the parties seek to clarify, update and make consistent the HRA VEBA options and elections process available to King County employees; and

Whereas, the parties have negotiated in good faith; now

Therefore, the parties hereby agree to the following HRA VEBA-related provisions:

1. The County adopted the HRA VEBA Plan in 2007. The HRA VEBA Plan is a tax-exempt trust authorized by Internal Revenue Code Section 501(c)(9). Under the IRS code requirements, if a VEBA bargaining unit opts to participate in the HRA VEBA Plan, all eligible employees in positions covered by the bargaining unit must participate. The specific VEBA funding options put in place via the agreed upon King County VEBA elections process will remain in effect for that bargaining unit, unless specific action is taken through this same process to amend or terminate it. Prior to having access to HRA VEBA contributions, the employee must complete and submit an HRA VEBA enrollment packet to Benefits, Payroll and Retirement Operations (BPROS).

The following options are currently available to participating bargaining units:

EXHIBIT 4

ATTACHMENT C

a. Sick Leave Cash Out at Retirement VEBA Option: If a retiring employee is in a VEBA bargaining unit that has opted to participate in the HRA VEBA Plan and has elected this option, the County will transfer funds equal to that participating employee's cash out of eligible, compensable sick leave tax-free to a VEBA trust account on that employee's behalf at his/her retirement. These funds will be transferred to the HRA VEBA account in lieu of the regular cash out to the employee, not in addition to the regular cash out. The funds will be available to the member to pay for eligible health care-related expenses after retirement. De minimis amounts under \$200 will not be subject to the HRA VEBA provisions and will be paid out directly to the employee and subject to appropriate supplemental taxes.

b. Vacation Cash Out at Retirement Option: If a retiring employee is in a bargaining unit that has opted to participate in HRA VEBA and has elected this option, the County will transfer funds equal to fifty (50) percent of that participating employee's cash out of eligible vacation leave tax-free to an HRA VEBA trust account on that employee's behalf at his/her retirement. These funds will be transferred to the HRA VEBA account in lieu of the regular cash out to the employee, not in addition to the regular cash out. The funds in the HRA VEBA Plan will be available to the member to pay for eligible health care-related expenses after retirement. De minimis amounts under \$200 will not be subject to the HRA VEBA provisions and will be paid out directly to the employee and subject to appropriate supplemental taxes.

The following conditions (as well as any additional conditions required by law) apply to this Option:

- All benefit-eligible union members must complete HRA VEBA enrollment forms to establish HRA VEBA accounts.
- To access HRA VEBA contributions while an active employee, a union member must be covered by a qualified group health plan.
- If a union member opts out of King County's medical plan and is not covered under another qualified group health plan, he/she must continue to contribute \$50 a month but will be unable to access the funds until separation of employment.

EXHIBIT 4

ATTACHMENT C

- If a union member subsequently opts back into a King County medical plan (and was not covered under a qualified group health plan) then:
 - HRA VEBA funds contributed during the opt-out period may only be accessed upon separation.
 - HRA VEBA funds contributed after the opt-in period may be accessed immediately for qualified expenses.

The parties understand that the VEBA options and elections process must comply with applicable law, and options available or conditions placed on specific options may change from time to time as necessary to comply with legal and systems requirements. Should the County need to change options or process due to legal requirements or systems changes, it will so notify unions and discuss such changes in the Joint Labor Management Insurance Committee (JLMIC).

A *Qualified Group Health Plan* is defined as a health plan that meets the minimum value requirements of the Affordable Care Act (ACA) law. For example, these may include plans sponsored by an employer or group of employers, coverage through a former employer and TRICARE but do not usually include Medicare, Medicaid, Veterans Administration (VA) coverage or individual plans purchased through the Health Insurance Marketplace (exchange).

Unions opting to conduct a VEBA election must report election results for each bargaining unit to King County BPROS using the King County standardized form found on the BPROS Website. If there are discrepancies in the parties' understandings of the makeup of the individual bargaining units, the parties will meet to discuss and resolve the issue.

Unions may conduct VEBA elections once per year, if they so choose. Election results must be received by King County BPROS by the last Friday in June each year, for implementation the following year. Bargaining Units that are participating in the HRA VEBA Plan and wish to terminate, or who wish to change their options, may do so via the above referenced election process and agreed upon reporting process. Union representatives must notify the King County BPROS no later than the last Friday in June of 2014 and 2015, using the County's standardized VEBA elections report form, of the VEBA Program Option election results for each County identified bargaining unit.

Bargaining units that are not currently participating in the HRA VEBA Plan may elect to participate in the HRA VEBA Plan effective January 1, 2015, by following the VEBA election and reporting process outlined in this Memorandum of Agreement.

2. Irrevocability. Contributions to HRA VEBA are irrevocable and will be available to provide payment for health care-related expenses incurred by the participating employee, his/her spouse, and eligible dependents until exhausted, as provided for by the terms of the HRA VEBA Plan and regardless of any subsequent changes to future contributions elected by the bargaining unit.

3. The parties agree that a standardized VEBA elections process is in their best interests and that they consequently may meet from time to time in JLMIC to discuss changes that may contribute to the efficiency of this process.

4. Total Agreement. This Agreement is the complete and final agreement on the subject of VEBA elections (in addition to any applicable collective bargaining agreement provisions) between the parties, and may be modified or amended only by a written amendment executed by all parties hereto.

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

6. Term. This Agreement shall be effective January 1, 2014, through December 31, 2016, consistent with the duration of the JLMIC Benefits Agreement, and any successor to this Memorandum of Agreement is intended to track with future JLMIC Benefits Agreements.

EXHIBIT 5

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY
AND
COALITION OF LABOR UNIONS
REPRESENTING
KING COUNTY ADMINISTRATIVE SUPPORT CLASSIFICATIONS**

Subject: Coalition bargaining for employees in specified administrative support classifications

WHEREAS, King County and the undersigned labor unions representing certain administrative support classifications (“the Coalition”) have agreed to bargain wages for those classifications in a coalition so that any agreements reached would be binding on all parties to the negotiations and would satisfy all bargaining obligations between the parties with respect to wages for the duration agreed to by the parties in such an agreement; and

WHEREAS, King County and the Coalition have reached an agreement on wages, pursuant to the terms set forth herein, and therefore have fully satisfied their bargaining obligations on the issue of wages for the duration of this Agreement;

Now THEREFORE, the parties have agreed as follows:

1. The terms set forth in this Agreement shall apply to all positions which are in the following classifications and which are currently represented by any of the undersigned bargaining units:

Fiscal Specialist 1 – 4
Administrative Specialist 1 – 4
Customer Service Specialist 1 – 4
Technical Information Processing Specialist 1 – 4
Administrative Office Assistant
Public Health Administrative Support Supervisor
Administrative Staff Assistant

The positions referenced herein shall be referred to as “Coalition Administrative Support Positions” and shall not include positions covered by bargaining units eligible for interest arbitration.

EXHIBIT 5

2. Beginning on January 1, 2012, regular employees in Coalition Administrative Support Positions shall receive a wage increase of 1.5% above Step 10 upon completing 15 years service with King County, and a 3.0% increase (not cumulative with the 1.5% increase after 15 years) above Step 10 upon completing 20 years service with King County; provided, however, that the employee is eligible for the above Step 10 premium only if he/she receives at least a 3.25 rating on the prior year's performance evaluation. For purposes of this provision, years of service shall be based on the employee's Adjusted Service Date as that term is defined in the King County Personnel Guidelines. The requirement that the employee earn at least a 3.25 rating on the performance evaluation shall be waived for any year in which the employee did not receive a performance evaluation prior to the start of the calendar year. There shall be no limit or quota on the number of employees eligible to receive this wage premium above Step 10.

3. This Agreement fully satisfies the parties' bargaining obligations with respect to wages for any and all Coalition Administrative Support Positions through December 31, 2013. The parties have agreed to bargain a successor agreement on wages in coalition utilizing the same process as was agreed to in these negotiations (see September 30, 2008 "Ground Rules for King County Administrative Support Coalition Bargaining" (attached hereto as Exhibit A)) with the additional agreement that any market surveys conducted for those negotiations will be based on the following list of jurisdictions:

1. Snohomish County
2. Pierce County
3. City of Seattle
4. City of Bellevue
5. City of Tacoma
6. City of Everett
7. City of Redmond
8. City of Renton
9. City of Kent
10. Port of Seattle

4. It is the parties' intent to not simultaneously provide employees with both: a) the wage premiums referenced in Paragraph 2 of this Agreement, and b) an above-top-step merit premium program. Therefore, employees in bargaining units which have eligibility for above-top-step merit pay are not eligible for premium under Paragraph 2 of this Agreement; however, such bargaining units may elect to forgo above-top-step merit for their members who are part of this coalition in order for those members to be eligible for the premium under Paragraph 2 of this Agreement. This provision would give employees who are covered by these administrative support coalition negotiations the option of: a) continuing to receive above-top-step merit pay they have access to under their respective bargaining unit's existing collective bargaining agreement, or b) receiving the wage premium under Paragraph 2 of this Agreement. Such employees must elect their preferred option as a group as part of these negotiations, and must indicate their selection within 60 days of execution of this Agreement, and that selection will remain in effect for the duration of this Agreement.

EXHIBIT 5

5. This Agreement applies to positions in the classifications referenced above (Paragraph 1) covered by the following collective bargaining agreements:

Union	Contract	cba Code
International Brotherhood of Teamsters Local 117	Professional & Technical and Administrative Employees	154
International Brotherhood of Teamsters Local 117	Wastewater Treatment Division, Professional & Technical and Administrative Support - Department of Natural Resources and Parks	156
Joint Crafts Council, Construction Crafts	Appendix K: Departments: Executive Services (Facilities Management; Records, Elections & Licensing Services), Natural Resources & Parks, Transportation	350
Office & Professional Employees International Union, Local 8	Department of Assessments	035
Office & Professional Employees International Union, Local 8	Departments: Public Health (Division of Alcohol, Tobacco and Other Drugs Prevention), Community and Human Services (Mental Health, Chemical Abuse and Dependency Services Division)	038
Professional and Technical Employees, Local 17	Professional and Technical - Department of Transportation	046
Professional and Technical Employees, Local 17	Departments: Development and Environmental Services, Executive Services, Natural Resources and Parks, Transportation	040
Professional and Technical Employees, Local 17	Departments: Public Health, Community and Human Services	060
Public Safety Employees Union	Non-Commissioned - Department of Adult and Juvenile Detention	191
Public Safety Employees Union	Non-Commissioned - King County Sheriff's Office	193
Technical Employees Association	Wastewater Treatment Division, Department of Natural Resources and Parks, Staff	428
Washington State Council of County and City Employees, Council 2, Local 2084-SC	Superior Court - Staff (Wages Only)	273
Washington State Council of County and City Employees, Council 2, Local 2084SC-S	Superior Court - Supervisors (Wages Only)	274
Washington State Council of County and City Employees, Council 2, Local 21AD	Department of Adult and Juvenile Detention	080
Washington State Council of County and City Employees, Council 2, Local 1652	Medical Examiner - Department of Public Health	260
Washington State Council of County and City Employees, Council 2, Local 1652M	WorkSource - Department of Community and Human Services	263
Washington State Council of County and City Employees, Council 2, Local 1652R	Industrial and Hazardous Waste	275

6. This Agreement shall remain in effect through December 31, 2013.

**GROUND RULES FOR KING COUNTY
ADMINISTRATIVE SUPPORT COALITION BARGAINING**

1. **Authority of the Coalition.** The parties agree that the Union coalition is speaking with one voice, and that the parties are engaged in coalition bargaining rather than coordinated bargaining. To that end, each of the unions party to coalition bargaining agree that they will be bound by the results of the coalition bargaining, and that their authority will be limited by the Union coalition's lead negotiator. Each of the unions further agree that the County's participation in coalition bargaining fulfills the County's statutory obligation to bargain regarding the issues within the scope of this coalition bargaining while the parties are engage in this coalition bargaining and for the duration of any agreement reached. The coalition has agreed that for ratification purposes, the Unions will conduct a pooled vote with one employee, one vote, with all votes consolidated and the result determined by a simple majority.

2. **Authority of the County.** The parties agree that the County is speaking with one voice, and the parties are engaged in coalition bargaining rather than coordinated bargaining. The County's interest in coalition bargaining stems from its effort to maintain a consistent compensation structure for administrative staff across Departments. The County as a whole, and each of its departments, will be bound by any agreement reached in this process.

3. **Status of Contracts.** The status of contracts will not affect a union's participation in this process, nor will it affect the other provisions of this agreement. The parties are agreeing to reopen all contracts for the purpose of negotiating compensation relating to the specified administrative support classifications.

4. **Scope of Topic.** The scope of the discussions will be to negotiate wage rates for the classifications at issue. The parties may agree to address additional issues in the course of this bargaining.


5. **Scope of Classifications.** Administrative Support classifications, including the following:
 - Fiscal Specialist 1-4
 - Administrative Specialist 1-4
 - Customers Service Specialist 1-4
 - Technical Information Processing Specialist 1-4
 - Administrative Office Assistant
 - Medical Application Specialist (Health)
 - Administrative Specialist Supervisor (Health)
 - Administrative Staff Assistant
 - ~~(Application Worker? Social Services Specialist?)~~ 
 and any other classification that the parties may agree to include during the course of negotiations.

EXHIBIT 5

6. **Scope of Bargaining Units Included.** The bargaining units as defined in Addendum A to this agreement are included in this coalition bargaining.
7. **Negotiation Process.**
 - A. **Lead Negotiators.** The lead negotiator for the County will be the Manager of Labor Relations or such other negotiator as may be appointed by the County. The lead negotiator for the Coalition will be the General Counsel for Teamsters Local 117 or such other negotiator as may be appointed by the Coalition. Only the lead negotiator will have the authority to bind the party that they represent.
 - B. **Table Composition.** Each party will name a fixed set of participants in the negotiation. Others may be permitted to participate as subject matter experts but not as members of each negotiating team. The unions agree to name no more than two (2) employee representatives per union; provided that Local 17 may appoint four (4) employee representatives. The County agrees to provide release time to participate in negotiation provided that such release time does not interfere with the operations of the County. In such event, the parties will discuss alternatives to address the issue.
 - C. **Dates.** The lead negotiator for each party shall set a complete set of negotiating dates beginning in January, 2009, and concluding by April 15, 2009.
 - D. **Location.** Bargaining sessions will be held at downtown County facilities.
8. **Communication.** The expectation is that the parties will bargain at the table rather than in the workplace. Prior to issuing written communications with County employees or Union members regarding the substance of these negotiations, a party intending to issue such a communication will provide the other party with prior notice of that communication and will attempt to resolve any issues regarding the content of the communication prior to publication. The parties retain the right to communicate with their constituencies in non-written form. However, consistent with the spirit of this commitment, the parties will respect the concept of prior notice outlined in this paragraph.

EXHIBIT 5

9. **Mediation and Fact Finding.** If the parties fail to reach agreement, the parties will simultaneously (1) request the assistance of an impartial third party selected by the parties; if the parties cannot reach agreement, then the mediator will be selected through the Public Employment Relations Commission to mediate the negotiations; and (2) appoint a neutral fact-finder pursuant to the selection process below. The mediation will be scheduled ahead of the fact finding hearing. The fact-finder shall be charged to make non-binding recommendations to the parties as to the terms of an agreement regarding wage rates for the classifications at issue. The fact-finder shall consider the market position of the classifications and the economic circumstances of the employer in making his or her recommendations. The fact-finding will be concluded no later than sixty (60) days after the conclusion of mediation with the recommendation to each party. The cost of the fact-finder shall be borne equally by the parties.
- a. **Selection.** The parties will attempt to mutually agree on a fact-finder. Absent such agreement, the parties will request a panel from the Public Employment Relations Commission and will select a fact finder through mutual striking.
 - b. **Hearing.** The hearing procedure shall be determined by the fact finder but shall be conducted fairly and expeditiously.
 - c. **Recommendation.** Prior to issuing a formal recommendation, the fact finder will meet informally with the parties to inform them of his or her findings. Thereafter, the parties will have one week to attempt to reach an agreement. If the parties are unable to reach agreement the fact finder shall issue his or her decision.

EXHIBIT 5

- 10. Return to Individual Bargaining.** After the issuance of the recommendation, the parties may return to mediation or otherwise attempt to resolve the agreement. If the parties fail to agree after the fact finding process, the coalition process will be concluded and the parties will return to bargaining their individual contracts. The parties understand that such bargaining will begin fresh, and the positions taken in this coalition bargaining will not be applicable to that bargaining.

Dated this 30th day of September, 2008.

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY
AND
INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 117
WASTEWATER TREATMENT DIVISION, SUPERVISORS
DEPARTMENT OF NATURAL RESOURCES AND PARKS**

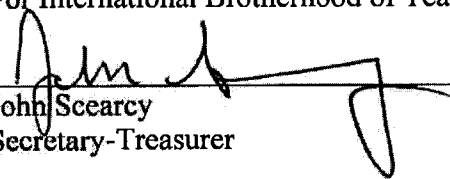
**Subject: ADDRESSING "TOTAL COMPENSATION"
COALITION BARGAINING 2017-2018 BUDGET**

Labor Organization: International Brotherhood of Teamsters Local 117

Ratified by the Members covered by the contracts listed below:

cba code	Labor Organization	Contract
157	Teamsters Local 117	Wastewater Treatment Division, Supervisors - Department of Natural Resources and Parks

For International Brotherhood of Teamsters Local 117:



John Searcy
Secretary-Treasurer

12/12/16

Date

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY
AND
KING COUNTY REGIONAL AFIS GUILD**


**Subject: ADDRESSING "TOTAL COMPENSATION"
COALITION BARGAINING 2017-2018 BUDGET**

Labor Organization: King County Regional AFIS Guild

Ratified by the Members covered by the contracts listed below:

cba code	Labor Organization	Contract
463	KCRAG	Automated Fingerprint Identification System - King County Sheriff's Office

For King County Regional AFIS Guild:



Scott Verbonus
Guild President

12/1/16

Date