

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.

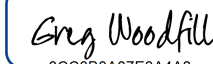
13. Deferred Compensation – Automatic Enrollment. New Employees represented by the ATU will be automatically enrolled in the Deferred Compensation Program according to the following terms: 3% of gross wages, inclusive of add-to-pays and overtime, will be withdrawn from each paycheck on a pre-tax basis 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:

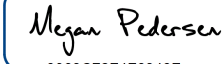
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Greg Woodfill
President/Business Representative

7/10/2024

Date

For King County:

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

7/18/2024

Date

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

7/10/2024

Date