

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,
2023-2024**

Agreement:

1. 2023-2024 Insured Benefits Agreement. On January 1, 2023, 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, 2022, and was coded by the Office of Labor Relations as 410U1120 (the “2021-2022 Benefits Agreement”).

2. Scope of Agreement. This 2023-2024 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 \$1,600 for the year 2023 and \$1,629 for the year 2024. 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, 2023 and through December 31, 2024, 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 ACN medical plans and Delta Dental plan for the 2023-2024 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.

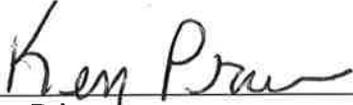
13. Deferred Compensation – Automatic Enrollment. New Employees represented by the ATU will be automatically enrolled in the Deferred Compensation Program according to the following terms: 3% of gross wages, inclusive of add-to-pays and overtime, will be withdrawn from each paycheck on a pre-tax basis 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

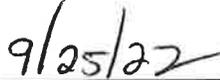
by any party which is not included herein shall be binding or valid. This Agreement may be modified or amended only by a written agreement.

15. Term. This Agreement shall be in effect, after approval of the King County Council, from January 1, 2023, through December 31, 2024.

For Amalgamated Transit Union, Local 587:



Ken Price
President/Business Representative



Date

For King County:

DocuSigned by:


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

9/27/2022

Date

DocuSigned by:


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

9/27/2022

Date

2023 & 2024 Medical Plan Quick Comparison: Transit ATU 587 Employees

Plan Feature (In-network)	SmartCare (Kaiser)	KingCare Select (Regence AHN & CVS)	KingCare (Regence PPO & CVS)
Provider Choice	A primary care provider coordinates care through the plan network. You may self-refer to many Kaiser specialists. No coverage for out-of-network care unless approved/referred.	A primary care doctor helps you coordinate your care within your network. Referrals are not required. You save the most by staying in-network, but you can go out-of-network for a higher cost.	You may choose any qualified provider, but your out-of-pocket costs are lowest when you use network providers.
Out-of-area coverage	See next page.	See next page.	See next page.
Benefit Access Fee¹	\$0 per month	\$0 per month	\$150 per month
Deductible²	Single \$0 Family \$0	Single \$100 Family \$300	Single \$350 Family \$1,050
Out-of-Pocket Limit³	Single \$1,000 Family \$2,000	Single \$1,100 Family \$2,400	Single \$1,350 Family \$3,050
Prescription Out-of-Pocket Limit	Single & Family \$0 Copays apply to out of pocket maximum	Single \$1,500 Family \$3,000	Single \$1,500 Family \$3,000
Your cost—after deductible—using in-network providers⁴			
Emergency Room	\$100 copay	10% after \$200 copay	15% after \$200 copay
Hospital-Inpatient	\$200 copay	10%	15%
Labs, X-ray, Tests	0%	10%	15%
Mental Health	Outpatient: \$20 copay Inpatient: \$200 copay	Outpatient therapy services: \$20 copay Outpt non-therapy services & inpt services: 10%	15%
Office Visits	\$20 copay	\$20 (no deductible)	15%
Prescription Drugs (retail 30-day supply)	Generic: \$10 copay Preferred brand: \$20 copay Non-preferred brand: \$30 copay	Generic: \$5 copay Preferred brand: \$25 copay Non-preferred brand: \$75 copay	Generic: \$8 copay Preferred brand: \$35 copay Non-preferred brand: \$80 copay
Urgent Care	\$20 copay	10%	15%

DISCLAIMER: This chart should be used as a general guide only. For specific plan details, refer to the governing documents at [KingCounty.gov/Plan-Details](https://kingcounty.gov/Plan-Details).

- Benefit Access Fee: The cost to add a spouse/state-registered domestic partner who has access to medical coverage through an employer.
- Deductible: The amount you pay per year before the plan begins to pay.
- Out-of-pocket limit: The most you could pay per year for your share of the costs of covered services, including the deductible, copays, and coinsurance.
- All services must be medically necessary. See plan guide for details, limits, restrictions, and preauthorization requirements.

Benefits, Payroll & Retirement Operations 206-684-1556 KC.Benefits@KingCounty.gov



2023 & 2024 Out-of-Network Coverage: Transit ATU 587 Employees

Plan Feature (Out-of-network)	SmartCare (Kaiser)	KingCare Select (Regence AHN & CVS)	KingCare (Regence PPO & CVS)
Out-of-Area Coverage	Covered care is available at out-of-area Kaiser Permanente facilities—call Member Services to set up access. No coverage for out-of-network care unless approved/referred. If outside the Kaiser area, urgent and emergency care is covered at any provider.	When seeking care outside your network, covered services are reimbursed at the out-of-network benefit level, which is significantly lower. Emergency care is covered the same anywhere.	Same coverage as when home, through Regence and CVS Caremark® national provider networks. Your out-of-pocket costs are lowest when you use network providers. Emergency care is covered the same anywhere.
Deductible¹	Single \$0 Family \$0	Single \$500 Family \$1,500	Single \$350 Family \$1050
Out-of-Pocket Limit²	Single \$1,000 Family \$2,000	Single \$2,500 Family \$5,500	Single \$2,350 Family \$5,050
Emergency Room	\$100 copay	10% after \$200 copay	15% after \$200 copay
What you pay for most covered services³	100% (Plan pays 0%)	40% after deductible & copays, until you reach the out-of-pocket limit. (Plan pays 60%.)	40% after deductible & copays, until you reach the out-of-pocket limit. (Plan pays 60%.)

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