

**Memorandum of Agreement
By and Between
King County
And
Teamsters Local Union No. 174**

Subject: Teamsters Local Union No. 174 Snow and Ice Agreement

This Memorandum of Agreement (MOA) is entered into by and between Teamsters Local Union No. 174 (Union) and King County (County).

Background

In preparation for emergencies, specifically snow and/or ice conditions occurring Winter 2014/2015 or Winter 2015/2016, the King County Department of Transportation Road Services Division (RSD) is working to have at its disposal appropriately trained truck drivers. The intent is not to replace current members of the Union's bargaining unit, but rather to supplement those members so that King County can respond to such events in an expeditious manner.

Agreement

The parties have met and fully discussed the matter described above, and hereby agree as follows:

1. The agreed upon order to utilize/hire temporary truck drivers to supplement current RSD drivers during emergency events, including snow and ice conditions, is as follows, with the stipulation that individuals within these categories who are under consideration must be available:

a. Previously laid off RSD Truck Drivers from the Teamsters Local Union No. 174 bargaining unit.

b. Truck Drivers in the Parks Division, Department of Natural Resources and Parks, from the Teamsters Local Union No. 174 bargaining unit.

c. Sign and Marking Specialists who are members of the Teamsters Local Union No. 174 bargaining unit, are trained, are in possession of the required Washington Commercial Driver License (CDL), and are not otherwise assigned to other work activities in their current classification.

d. Truck Drivers in the Solid Waste Division, Department of Natural Resources and Parks, from the Teamsters Local Union No. 174 bargaining unit.

- e. Truck Drivers working out of the Teamsters Local Union No. 174 Hiring Hall.
- f. Road Services Division Utility Workers who are members of the Teamsters Local Union No. 174 bargaining unit, are trained and possess the required CDL.
- g. Qualified Truck Drivers, including retirees who are deemed qualified, from the on-call list, which list is to be created through a recruitment process.

2. It is understood that, due to the urgency of obtaining staffing as soon as possible during an emergency, employees will be called one time before moving on to the next employee or category. If the telephone is not picked up, a message will be left indicating the individual called has five (5) minutes to return the call to accept the work. If there is no answer, if the County cannot get through, and the employee does not return the call within five (5) minutes, then the obligation to contact that employee will be considered to have been met. If during a five (5) minute interval the RSD obtains the needed number of drivers and the previously called more senior employee calls back to accept the work, then the more senior driver will be assigned the work and the RSD will notify the least senior driver that he/she will not be needed. Employees are responsible for providing the RSD with their current and updated contact information.

3. Nothing herein precludes the County from utilizing other staff or taking other necessary actions to address an emergency once a good faith effort has been made to meet the obligations outlined in Steps 1 and 2.

4. For the purposes of this MOA, a snow and ice emergency is defined as an instance wherein King County truck drivers are notified that they are on alert status until the employees have been notified that the alert status has ended.

5. Teamsters Local Union No. 174 and the RSD have agreed to develop a procedure whereby the County can hire Local 174 members from the Union Hall.

a. Any members hired from the Union Hall will have been vetted through both the Union's and the County's normal hiring processes, which include having completed a County employment application, having passed a drug test and having provided confirmation of possession of a CDL.

b. A list of vetted members can then be utilized by the RSD when additional drivers are needed for a snow and ice event occurring during either Winter 2014/2015 or Winter 2015/2016, as described in the "background" section above.

c. Members utilized from the Union Hall will be governed by the existing Teamsters Local Union No. 174 collective bargaining agreement (CBA) with King County, except for the purposes of determining wages and benefits. Wages and benefits will be determined by the attached Teamsters wage/fringe summary (Attachment 1) as contained in the current Teamsters Local Union No. 174 CBA with the Associated General Contractors of Washington.

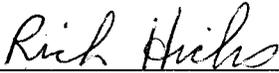
d. Members will be paid at the Class I rate as specified in the attached wage/fringe summary.

e. The County shall agree to and sign any and all subscription documents required by the Washington Teamsters Welfare Trust and the Western Conference Teamsters Pension Trust in order to implement all of the conditions as described above in this MOA.

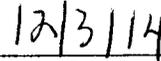
6. Any disagreements with the implementation of this MOA will be settled in accordance with Article 13 of the current CBA.

7. This agreement will expire May 30, 2016.

For Teamsters Local Union No. 174:



Rick Hicks
Secretary-Treasurer

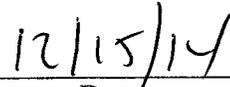


Date

For King County:



James J. Johnson
Labor Negotiator
Office of Labor Relations
King County Executive Office



Date