

**RESOLUTION 2012-V**

**A RESOLUTION OF THE COUNCIL OF THE TOWN OF EATONVILLE APPROVING AND RATIFYING A LETTER OF UNDERSTANDING WITH THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 483, ADDRESSING THE HOURS, WAGES, AND CONDITIONS PERTAINING TO MR. TIM LINCOLN**

**WHEREAS**, the International Brotherhood of Electrical Workers, Local 483, (IBEW) is the bargaining unit for the Town's employees;

**WHEREAS**, IBEW agreed on December 5, 2011, to a Letter of Understanding (LOU) addressing the hours, wages, and working conditions pertaining to Mr. Tim Lincoln;

**NOW, THEREFORE**,

**BE IT RESOLVED BY THE COUNCIL OF THE TOWN OF EATONVILLE AS FOLLOWS:**

Section 1. The Town Council hereby ratifies the Mayor's execution of the Letter of Understanding with the International Brotherhood of Electrical Workers, Local 483 (hereinafter "IBEW"), which is attached hereto and incorporated herein by reference, and said ratification shall be construed to represent the Council's authorization from the date on which the Mayor executed said Letter of Understanding.

Section 2. If the ratification described in Section 1 shall be adjudged by any court of competent jurisdiction to be invalid, then the Mayor is hereby authorized to execute a Letter of Understanding with IBEW containing the same substantive terms as the Letter of Understanding attached hereto, including a term that gives said LOU retroactive effect to January 1, 2012.

Passed by the Council of the Town of Eatonville at a regular meeting this \_\_\_\_\_ day of April, 2012.

\_\_\_\_\_  
Ray Harper, Mayor

ATTEST:

\_\_\_\_\_  
Chrystal McGlone, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Town Attorney

**LETTER OF UNDERSTANDING**  
**Between**  
**THE TOWN OF EATONVILLE**  
**And**  
**INTERNATIONAL BROTHERHOOD of**  
**ELECTRICAL WORKERS, LOCAL 483**  
**December 5, 2011**

This letter of understanding is to outline and clarify the hours, wages and working conditions pertaining to Mr. Tim Lincoln, an employee with the Town of Eatonville.

Given that Mr. Lincoln's hours of work have been reduced, certain contractual items need to be clarified and documented. The following items are hereby agreed to:

- Wages will be paid as per Appendix A of the Collective Bargaining Agreement (CBA).
- Medical benefits will remain unchanged. Medical premiums will be paid as per Section 11.1 of the CBA.
- Work schedule shall be Mondays (7 hours), Tuesdays (7 hours) and Wednesdays (6 hours).
- Any hours worked outside of the normally scheduled work hours as established in Article 16.2. A of the CBA shall be compensated as established in Article(s) 16.3 A & B, 16.4 A & B and 16.5 A of the CBA.
- If a holiday, as defined in Article 12.1 of the CBA, falls on a scheduled workday, it will be compensated at four (4) hours. Mr. Lincoln will be able to make up the balance of any time lost by increasing his hours worked for Tuesday and Wednesday or with accrued vacation leave time.
- Clothing Allowance provided in Article 18.2 A will be provided per the CBA.
- Vacation accrual will be pro-rated based upon the number of hours worked per pay period and the years of service, as provided in Article 8.1 and Article 8.4 of the CBA.
- Longevity benefits will be paid and continue to accrue as per Article 20.1 of the CBA.
- Additional hours of work shall be offered when available.
- The Town of Eatonville will not hire any full-time, part-time, temporary employees or interns into any position where Mr. Lincoln meets the minimum qualifications for, without first offering said position to Mr. Lincoln.

Any provisions in the CBA which are not identified above shall remain in full force and effect.

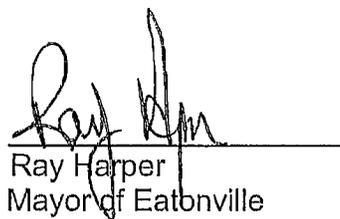
**For: Local 483, International Brotherhood  
of Electrical Workers**

**For: The Town of Eatonville**



Alice A. Phillips  
Business Manager

Date



Ray Harper  
Mayor of Eatonville



Date