

**RESOLUTION 2012-FFF**

**A RESOLUTION OF THE EATONVILLE TOWN COUNCIL TO AUTHORIZE  
THE EXECUTION OF A LETTER OF UNDERSTANDING WITH THE  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL  
483, AS IT RELATES TO THE IMPACTS OF LAYING OFF THE TOWN'S  
COURT CLERK**

**WHEREAS**, the Town Council of Eatonville passed Ordinance 2012-11, which eliminated the Eatonville Municipal Court following Council's authorization of an interlocal agreement with the City of Bonney Lake for municipal court services;

**WHEREAS**, the elimination of municipal court eliminated the position of Court Clerk, and Washington State labor laws required the Town to bargain the impacts of such decision with the International Brotherhood of Electrical Workers, Local 483, and the attached letter of understanding reflects an agreement to resolve the impacts of said labor decision,

**THEREFORE, BE IT RESOLVED** by the Council of the Town of Eatonville as follows:

Section 1. The Mayor is authorized to execute the attached Letter of Understanding with the International Brotherhood of Electrical Workers, Local 483, as it relates to the layoff of Mr. Katy Henriksen.

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

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Raymond Harper, Mayor

ATTEST:

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Kathy Linnemeyer, Town Clerk

APPROVED AS TO FORM:

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Daniel G. Lloyd, Town Attorney

**LETTER OF UNDERSTANDING**  
**Between**  
**THE TOWN OF EATONVILLE**  
**and**  
**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 483**

This letter of understanding is entered into pursuant to Section 1.1 of the Collective Bargaining Agreement (“CBA”) between the Town of Eatonville (“Employer”) and the International Brotherhood of Electrical Workers, Local 483 (“Union”) as it relates to the layoff of Katy Hendricksen from employment with the Employer. The Union and Employer have bargained the impacts of this employment decision and have come to the following agreement:

- Ms. Hendricksen is entitled to payout of all accrued leave (vacation, sick leave) per the terms of the Collective Bargaining Agreement;
- In addition, Ms. Hendricksen shall be paid a sum equal to two weeks of work at the same rate and average number of hours per week Ms. Hendrickson had worked in the month preceding her separation, which is understood to be November 30, 2012. No other additional benefit shall be conveyed.
- All of Ms. Hendricksen’s rights under Article 23 of the CBA remain unaffected by this letter of understanding.

Any provisions in the CBA between the Employer and Union not mentioned in this Letter of Understanding shall remain in full force and effect.

This Letter of Understanding shall bind the Town of Eatonville only after signed by the Mayor after receiving due authorization from the Eatonville Town Council.

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Alice A. Phillips                      Date Signed  
Business Manager, IBEW

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Ray Harper                              Date Signed  
Mayor, Town of Eatonville