
AGENDA
OMAK CITY COUNCIL MEETING
Monday, May 1, 2023 – 7:00 PM

A. CALL TO ORDER

B. FLAG SALUTE

C. CITIZEN COMMENTS

D. MAYOR'S REPORT

E. PUBLIC HEARING

1. Shoreline Master Program

F. CONSENT AGENDA

1. Approval of Minutes from April 17, 2023
2. Approval of 2023 Claims and April '23 Payroll

G. NEW BUSINESS

1. Approve Request for a Fireworks Permit - J&M Liquidations, LLC
2. Res. 46-2023 – Approve Purchase of Portable Heater
3. Res. 47-2023 – Appr. Public Works Contract – Optical Communications
4. Res. 48-2023 – Appr. Labor Agreement with Public Works Employees
5. Res. 49-2023 – Approve Intent to Adopt - Shoreline Mater Program
6. Res. 50-2023 - Authorize Amendment #2 - CARELON Behavioral Health

H. OTHER BUSINESS

1. Council Committee Reports
2. Staff Reports



Our Council Meetings are conducted in person in addition to Zoom Meetings. Meeting information is located on our website at omakcity.com. If you need support or accommodations, contact the City Clerk in advance by phone at 509-826-1170 or by e-mail clerk@omakcity.com for assistance.

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Jeremy Patrick, Omak Fire Chief

Date: May 1, 2023

Subject: Request for Fireworks Permit

J&M Liquidations LLC is requesting fireworks permit for retail sales of Consumer Fireworks to be sold at the Burger King parking lot June 28, 2023, to July 5th, 2023. They have complied with the Cities fireworks ordinance and needs council approval.

I support this request and recommend its approval.



PEDDLER'S PERMIT APPLICATION

Omak Municipal Code, Chapter 4.24, requires all persons traveling by foot, automobile, vehicle or any other type of conveyance from place to place, from house to house or from, street to street, carrying, conveying or transporting any goods or materials, appliances or personal property of any kind or nature and offering the same for sale or making sales and deliveries of such articles to purchase or soliciting orders or such articles to purchasers or soliciting orders or subscriptions therefore, shall be deemed peddlers and subject to the provision of this chapter. The Omak Municipal Code is available online at

Applicant Information	
Name: JACK CHRISTOPHER HUWITZ	UBI (Unified Business Identifier): 602 094 535
Physical Address: 38 WEST LAKE ROAD	Type of business: FIRE WORKS
Mailing Address: PO BOX 603	Location where you will sell: 601 ANGLER DRIVE
City/State/Zip: OROVILLE WA 98844	What items will be sold: FIREWORKS
Date of Birth: 3-4-58	Length of time in City: 3 WEEKS
Phone: 509 322 5618	
Email: MARY HUWITZ 3411 @ GMAIL.COM	

True Owner of Goods Services being sold	
Name: J&M LLC JACK HUWITZ	Phone: 509 322 5618
Physical Address: 38 WEST LAKE ROAD OROVILLE WA 98844	

Applicants Employer Information	
Name: J&M LLC	Phone: 509 322 5618
Physical Address:	Length of Employment:

List all vehicles or means of transport being used to peddle (If more than 3 add them to the back page)				
Color: BLUE	Year: 2020	Make/Model: FORD	License: 241897V	State: WA
Color:	Year: ---	Make/Model:	License:	State:

I certify the information on this application is correct. I agree to comply with all rules and regulations pursuant to the Omak Municipal Code. I understand there is a waiting period and a \$25 fee for the application. The fee shall be paid each calendar year.
If I plan on conducting business on the Colville Indian Reservation, I will become familiar with the T.E.R.O. Act (Indian Preference Employment) Questions about T.E.R.O. should be directed to 1-800-634-2719

Applicants Signature: [Signature] Date: 3-26-23

For Office Use Only	
Police Chief:	Comments:
Building Official:	Comments:
Code Enforcement:	Comments:
City Clerk:	Comments:
BARS CODE: 001.322.99.01 - Peddlers Permit	Receipt No.

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Wayne Beetchenow
Public Works Director

Date: May 1, 2023

Subject: **Resolution 46-2023** Approving the purchase of a Portable Heater

The attached Resolution 46-2023, **A Resolution of the Omak City Council Approving, Purchase of a Portable Heater**, is forwarded for your consideration.

This purchase has been approved in the 2023 capital sewer budget and we have received three quotes and reviewed the quotes for accuracy and price. The lowest responsive quote is from Tool Fetch in the amount of \$6,541.09

I support this Resolution and recommend its approval.

RESOLUTION NO. 46-2023

A Resolution of the Omak City Council Approving, Purchase of a Portable Heater

WHEREAS, the sewer department the need to purchase portable heater; and

WHEREAS, this purchase exceeds five thousand dollars, requiring Omak City Council Approval for purchase; and

WHEREAS, three quotes were received for the equipment; and

WHEREAS, Tool Fetch provided the lowest priced quote for the equipment.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Omak, do hereby approve the purchase of a portable heater from Tool Fetch as attached in Exhibit "A".

PASSED AND APPROVED this _____ day of _____, 2023.

SIGNED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael D. Howe, City Attorney



Estimate

Toolfetch
 105 Fairview Park Drive
 Elmsford NY 10523
 United States
 800-508-4735
 www.toolfetch.com

Date 3/15/2023
Estimate # E74883

Expires 4/14/2023
Exp. Close 3/15/2023
Sales Rep 83 Drew Robertson
Ship Via Truck Freight
Shipping Code (2)

Bill To
 City of Omak
 365 South Fir Street
 Omak WA 98841
 United States

Ship To
 City of Omak
 365 South Fir Street
 Omak WA 98841
 United States

Item	Quantity	Description	Options	Rate	Tax	Tax	Amount
LB-230OIL-L R	1	LB White Foreman 230 Oil 230,000 BUTH Diesel Indirect-fired Portable Heater, Vented, Link Ready		4,585.98	AV...	8.4%	4,585.98
500-30052	2	LB White 500-30052 25' x 12"		389.00	AV...	8.4%	778.00
LB-500-1309 77A	1	ADAPTER KIT, DUCT CONNECTOR, 12 IN DIAMETER 500-130977A		55.00	AV...	8.4%	55.00

Subtotal 5,418.98
Shipping Cost (Truck Freight) 615.23
Tax 506.88
Total \$6,541.09

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Wayne Beetchenow
Public Works Director

Date: May 1, 2023

Subject: **Resolution No. 47-2023** Approving the Public Works Contract with Infinite Optical Communications, LLC.

The attached Resolution **47-2023**, A Resolution of the Omak City Council Approving, The Public Works Contract with Infinite Optical Communications LLC for camera installation.

In the 2022 Budget we had \$65,000 budgeted for security cameras. We made the purchase of the equipment with Resolution 56-2022. The total expenditure for 2022 was \$56,287.73 for the purchase with the plan of having Public Works do the installation of the equipment. With the onset of spring and summer Public Works does not have the capacity to complete the install. The cost for installation is not in the 2023 budget and would be spread among the funds depending on the location.

I support this Resolution and recommend its approval.

RESOLUTION NO. 47-2023

A Resolution of the Omak City Council Approving, The Public Works Contract with Infinite Optical Communications LLC for Camera Installation

WHEREAS, The City of Omak has the need to have a Verkada camera system installed; and

WHEREAS, resolution 56-2022 approved the purchase of the camera system; and

WHEREAS, the Public Works Department has received the signed Public Works Contract, Scope of Work and detailed proposal.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAK, That the Public Works Contract, a copy of which is attached hereto as **Exhibit "A"**, with Infinite Optical Communications LLC for camera installation is approved. The Mayor is authorized to execute all necessary documents.

PASSED AND APPROVED this _____ day of _____, 2023.

SIGNED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael D. Howe, City Attorney



Quote:1-00089

Infinite Optical Communications LLC

511 S. Irby St.
 Kennewick, WA 99336
 (509) 405-5640 (Cellphone)
www.Facebook.com/InfiniteOpticalCommunications
www.InfiniteOpticalCom.com

Client Name	City Of Omak Public Works	Date:	4/12/2023
Client Address	2 North Ash Street	Invoice #	1-00089
City, State, Zip	Omak, Wa, 98841	Customer ID	1-00037
Phone #	(509) 826-1170		
Email Address	publicworks@omakcity.com		

Installation of Customer Provided Verkada Cameras in 14 locations at 6 sites and to install Category 6 cabling with cable support systems from building switch gear to camera locations. This is an estimate and based on perceived time taken to complete. This project is based on T&M does not reflect completed pricing of project.

(Y/N)		Material	Labor
	Installation of Verkada Camera Systems at Airport (2 Cameras to be installed with cabling)	\$ 235.28	\$ 900.00
	Installation of Verkada Camera Systems at City Hall (1 Camera to be installed with cabling)	\$ 117.85	\$ 450.00
	Installation of Verkada Camera Systems at Police Station (5 Cameras to be installed with cabling)	\$ 589.27	\$ 2,000.00
	Installation of Verkada Camera Systems at RV Park (2 Cameras to be installed with cabling)	\$ 235.28	\$ 700.00
	Installation of Verkada Camera Systems at Sewage Waste Facility (1 Camera to be installed with cabling)	\$ 117.85	\$ 650.00
	Installation of Verkada Camera Systems at Public Works Office (3 Cameras to be installed with cabling)	\$ 353.56	\$ 2,950.00
	Per Diem, Drive Time, and Hotel Stay	\$ -	\$ 2,400.00
		\$ -	\$ -
	Washington State Filing Prevailing wage intents and management	\$ -	\$ 300.00

Assumptions & Notes

Customer to provide all internet access in all locations and switch gear unless otherwise stated in writing. **This Project will be T&M Based (Time and Materials utilized).** Final close out will include Test Result PDF of Cabling installed and warranty of them.

	Subtotal	\$ 11,999.09
	Tax Rate	8%
	Tax	\$ 959.93
	Total	\$ 12,959.02

This proposal is Confidential and void if not accepted within 30 days.

Acceptance of Proposal - The above prices, specifications, scheduled occurrence of work, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made day of work completion via credit card, cash, or by invoice within 30 days of date above. If payment is not made after 30 days, late fees will be added to original invoice total.

Date of Acceptance:

Representative Signature:

Infinite Optical Communications; Chris Roggenkamp; Signature:

Thank you for your business!

PUBLIC WORKS CONTRACT

THIS AGREEMENT made and entered into between the City of Omak, State of Washington, acting under and by virtue of Title 35 R.C.W. as amended, hereinafter referred to as "The City," and

**Infinite Optical Communications LLC
511 S. Irby St.
Kennewick, WA 99336**

for its heirs, executors, administrators, successors and assigns, hereinafter referred to as "The Contractor,"

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this Agreement, the parties hereto covenant and agree as follows:

1. The Contractor shall do all work and furnish all labor, tools, and equipment necessary to install and complete the following for the City of Omak, Washington:

Installation of Verkada Camera Systems

in accordance with the most recent and approved Electrical Code Standards, the recommended manufacturers installation, and as described in the attached Scope of Work.

The Contractor shall provide and bear the expense of all, labor, equipment, tools, and work of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in these contract documents.

2. The City of Omak hereby promises and agrees with the Contractor to employ, and does employ the Contractor to do and cause to be done the above described work and to complete and finish the same in accordance with the attached scope of work and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached scope of work the schedule of unit or itemized prices at the time and in the manner and upon the conditions provided for in this contract.
3. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.
4. It is further provided that no liability shall attach to the City by reason of entering into this contract, except as expressly provided herein.
5. The Contractor hereby certifies by execution of this contract that he is registered or licensed as may be required by the laws of the State of Washington, Chapter 18.27 R.C.W.
6. The Contractor hereby agrees to allow the City to retain ten percent (10%) of the contract amount for a period of 30 days from the date of completion of the project in lieu of posting a payment and performance bond as provided in Chapter 39.08.010 RCW.
7. Amounts exceeding the estimated proposal of \$500.00 and the scope changes must be approved by the Public Works Director.
8. The applicant will provide proof of all required licenses and permits to the City prior to receiving a notice to proceed by the Omak P.W. Director. The contractor will be required to pay prevailing wages, submit a "Statement of Intent to Pay Prevailing Wages" to the Department of Labor and Industries, and upon completion of the project, must

file an "Affidavit of Wages Paid" as well. An approved "Affidavit of Wages Paid" must be provided before final payment is issued.

IN WITNESS, WHEREOF, the said Contractor has executed this instrument on the day and year wrote below, and the City of Omak has caused this instrument to be executed by its Mayor as authorized by the City Council, duly attested by its Clerk, and the seal of said City hereunto affixed on the day and year last written below.

Executed by the Contractor this 25th day of April, 2023

CONTRACTOR: Infinite Optical Communications LLC.

By: [Signature] Senior Project Manager & Estimator
Signature Title

PRINTED NAME: Chris Roggenkamp

ADDRESS: 511 S. Irby St.
Kennewick WA 99336
City State Zip

PHONE: (509) 405-5640

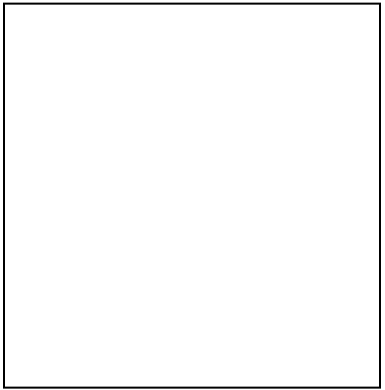
FAX Number: _____

State of Washington Contractor's License Number: INFINOC788LG

Federal Tax I.D. Number: 88-2357574 UBI Number: 604-911-989

Executed this _____ day of _____, 2023

CITY OF OMAK



Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Todd McDaniel
City Administrator

Date: May 1, 2023

Subject: Resolution 48-2023 approved Public Works Labor Agreement

The attached Resolution No. **48-2023**, A Resolution of the Omak City Council Approving a Labor Agreement for the Years 2023 Through 2025 Between the City Of Omak And The American Federation of the State, County and Municipal Employees Covering Public Works Department Employees, is forwarded for your consideration.

This agreement is to replace the current contract that expired 12/31/2022. It is effective May 1, 2023, through December 31, 2025.

Wages are increased by 12% effective May 1, 2023. Wage increases for the years 2024 and 2025 will be 100% of CPI-W monthly average. The agreement includes an annual boot allowance, formalized Compensatory Time, increased sick-leave buy out upon separation, from 25% to 50%, increased longevity to \$10/year, for each of the five-year increments, formalized the inclusion of Juneteenth, increased vacation accruals for employees in year 2 through 4, provision to change the payroll dates upon 90 day notice, and a \$2,000 retention bonus was included. Agreement is silent to retro-active pay.

Wayne and I collaborated closely with the Mayor and the Personnel Committee during the negotiation process. We were unable to come to terms under the normal negotiation process. This agreement is the result of the help from a mediator, assigned by the Public State Public Employment Relations Commission, and our City Labor Attorney.

I support this Resolution and Urge its Adoption.

RESOLUTION NO. 48-2023

A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING A LABOR AGREEMENT FOR THE YEARS 2023 THROUGH 2025 BETWEEN THE CITY OF OMAK AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES COVERING PUBLIC WORKS DEPARTMENT EMPLOYEES

WHEREAS, the City of Omak Public Works Crew is represented by the American Federation of State, County and Municipal Employees (AFSCME); and

WHEREAS, the labor agreement between the City and AFSCME expired on December 31, 2022 under its own terms; and

WHEREAS, a new labor agreement has been negotiated between the City and AFSCME for the terms and conditions of employment for the represented members of the City Public Works Crew for the period beginning on May 1, 2023 through December 31, 2025; and

WHEREAS, members of the Crew have reviewed and accepted the proposed labor agreement.

NOW THEREFORE, BE IT RESOLVED, that the City Council for the City of Omak, Washington do hereby approve the **Labor Agreement between the City of Omak and the American Federation of State, County and Municipal Employees Local 846-PW** attached hereto as Exhibit "A", and authorize the Mayor and City Administrator to execute, and the Clerk to attest said document on behalf of the City.

INTRODUCED AND PASSED this _____ day of _____, 2023.

SIGNED:

Cindy Gagne, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Thomas, City Clerk

Michael Howe, City Attorney

LABOR AGREEMENT

by and between

CITY OF OMAK

and

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES**

Covering

PUBLIC WORKS DEPARTMENT EMPLOYEES

May 1, 2023 to December 31, 2025

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PREAMBLE

This Agreement is made and entered into by and between the City of Omak, Washington hereinafter referred to as the “Employer”, and American Federation of State, County and Municipal Employees, representing Omak Public Works Department employees, hereinafter referred to as the “Union”, for the purpose of establishing certain wages, hours and working conditions affecting the employees as well as increasing the general efficiency of the City Public Works Department and maintaining harmonious relations between the City, its employees and the Union. To accomplish the foregoing, the parties agree to the following articles within this Agreement.

ARTICLE I – RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of collectively bargaining wages, benefits, and other conditions of employment for all its full-time and regular part-time employees of the Public Works Department; excluding supervisors, confidential and temporary or seasonal employees.

ARTICLE II – UNION MEMBERSHIP

2.1 The Employer shall remain neutral when communicating with employees about Union membership and direct the employee to discuss union membership with a Union staff representative.

2.2 For current Union members and those who choose to join the Union, the City agrees to deduct once each month Union dues from the pay of bargaining unit employees who authorize the City to do so. The City agrees to do so for such time and on conditions set forth in the dues authorization for payroll deduction regardless of the employee’s continued membership in the Union and until such time as the Union notifies the Employer that the dues authorization has been properly terminated in compliance with the terms and conditions of the payroll deduction authorization executed by the employee.

2.3 The City shall transmit to the Washington State Council of County and City Employees, P.O. Box 750, Everett, WA 98206-0750, the aggregate of such deductions, together with an itemized statement including: Employee name, home address, birth date, hire date, job classification, hours worked, monthly base salary and amount of union dues deducted on or before the 20 day of each month for the month which deductions were made.

2.4 When the Employer hires a new employee covered in the bargaining unit, the Employer shall, at least seven (7) calendar days prior to the date of employment, notify the Union in writing giving the name, hire date and classification of the employee to be hired. A Union official shall, at no loss of pay, shall be granted up to thirty (30) minutes to provide each

new employee a basic overview of the employees' rights and responsibilities regarding Union membership, dues authorizations and Union benefits.

2.5 In the event of new hires, terminations and/or transfers the Employer agrees to maintain the Union provided bargaining unit employee roster and transmit said roster with any changes to the staff representative within a reasonable time frame.

2.6 The Union shall indemnify the Employer and save the Employer harmless from any and all claims against the employer arising out of the administration of this article so long as the Employer complies with this article.

ARTICLE III – MANAGEMENT RIGHTS

3.1 Except as limited by provisions of this Agreement or law, the Employer hereby reserves and retains the exclusive right to take any action it deems appropriate for the efficient management of its facilities or operations and the direction of its work force.

3.2 Past Practice: Past practices shall not be binding on the Employer; provided, however, if the Employer chooses to change past practice, the Employer shall provide notification to the Union and shall provide the Union with an opportunity to discuss the Employer's proposed change to past practice. The notification and opportunity to discuss shall not impede or affect the Employer's right to change past practice. The notification to the Union will contain a proposed date for discussion of the change with the Union as well as the anticipated date for implementation of the Employer's change to past practice.

3.3 Contracting Out: The Employer may transfer, contract or subcontract the work performed by members of the bargaining unit covered by this Agreement for reasons of economy, efficiency of operation and/or reorganization. Before transferring, contracting or subcontracting any work as referred to above, the Employer shall first give the Union thirty (30) calendar day's written notice and offer to meet and negotiate the change. The notice and offer to negotiate shall not impede or alter the Employer's right to transfer, contract or subcontract work if agreement is not negotiated within the thirty (30) calendar days provided in the notice.

3.4 The Employer shall have the right to take whatever actions the Employer deems necessary to carry out City services in an emergency. The Employer shall be the sole determiner as to the existence of an emergency and any and all action necessary to implement service during said emergency. During an emergency, management inclusive of supervisors shall have the right to perform bargaining unit work.

ARTICLE IV – DEFINITIONS OF EMPLOYEES

4.1 Regular Full-time Employee: A full-time regular employee is one who has served his twelve (12) consecutive month probationary period and is employed on a full-time basis. Full-time basis means regularly scheduled employment requiring work of forty (40) hours per week. Such employees shall be entitled to accrue those wages and benefits provided by this Agreement and are subject to the conditions of this Agreement.

4.2 Regular Part-time Employee: A regular part-time employee is one who has served his probationary period of twelve (12) consecutive months of employment and who may work less than forty (40) hours per week.

4.3 Probationary Employee: A probationary employee shall be defined as any new hire employed for the purpose of becoming a regular full-time or regular part-time employee and is one who has not completed twelve (12) consecutive calendar months of service with the Employer. Probationary employees shall work under the provisions of this Agreement but shall be only on a trial basis, during which period he may be discharged for any reason without recourse to any part or provision of this Agreement or to any appeal.

4.4 Temporary Employee: A temporary employee shall be defined as any person hired for the purpose of expanding the workforce as follows:

- to temporarily expand the workforce to meet peak workload needs,
- to expand the workforce as required by emergency situations,
- to fill in for regular employees during extended absences or vacations,
- to fill a vacancy until a regular employee is hired (not to exceed 60 days).

Temporary employees are not eligible for benefits and are not members of the bargaining unit or within terms of this Union membership requirement and shall not be used to replace bargaining unit members.

Temporary employees will not operate City owned or rented equipment with greater than fifty (50) horsepower engines, with the exception of automobiles and pick-up trucks and in the instance where a temporary employee can satisfactorily demonstrate qualifications for operation of equipment which exceed the horsepower limit.

ARTICLE V – SENIORITY

5.1 “Seniority”, as used in this Agreement, is determined by the length of an employee’s continuous service within the Omak Public Works Department since his last date of hire. Seniority shall be retained for up to a maximum of one (1) year while on authorized leave from Public Works excluding leaves protected by State and/or Federal Law.

5.2 The Employer will provide the Union with copies of the seniority list on January 1st or at other times by mutual consent. Should more than one (1) employee have the same hire

date, the individuals involved will determine seniority by drawing lots. Any controversy over the seniority standing of any employee on this list shall be handled as a grievance for settlement.

5.3 An employee shall lose all seniority, forfeit all rights and the Employer shall have no obligation to rehire said employee under the following conditions:

- A. The employee voluntarily leaves the service of the Employer, or
- B. The employee is discharged for just cause, or
- C. The employee is discharged during the probationary period, or
- D. The employee is laid off for a period in excess of twelve (12) consecutive calendar months.

5.4 Promotion: A regular employee in one classification may be considered for promotion to a position in another classification having the same or higher salary range, provided the employee has the qualifications for the position to which the promotion is proposed, and provided the Employer desires to fill the position. Employer based on operational need will give current employees opportunity to train for positions that require special training or certifications.

5.5 A regular employee who is promoted shall be considered probationary at that position for a period not to exceed six (6) consecutive calendar months from the date such promotion occurs. If the promoted employee is unsuccessful in the performance of the position or declines the promotion within the six (6) consecutive calendar months, the employee shall revert to his former position without prejudice.

5.6 Seniority shall be a factor in filling job assignments within the department provided the individual is otherwise qualified based on training, experience, performance and ability as determined by the Employer.

ARTICLE VI – LAYOFF AND RECALL

6.1 In the event of a layoff or reduction in force (RIF) by the Employer, employees will be laid off by job classification. Within the job classification, employees will be laid off in reverse order of seniority provided that the remaining employees have the necessary qualifications for the position/classification and can perform the work in a satisfactory manner as determined by the Employer. The employee to be laid off shall be given ten (10) working days' notice before such layoff is to take place. For a period of twelve (12) months following the layoff or reduction in personnel, an employee who has been laid off will be given the first opportunity to fill a vacancy. The last employee to be laid off will be the first employee given the opportunity to fill the position. Notification of eligibility shall be sent to the former

employee by certified mail to the former employees last known address. If the employee fails to respond within ten (10) days of the date of mailing, the former employee shall forfeit any right to recall.

Employees receiving a R.I.F. notice shall be offered the option to bump by seniority into the utility crew pay classification whether or not the employee held a previous utility crew position, provided the employee meets the minimum qualifications and has greater seniority.

ARTICLE VII – JOB POSTING

7.1 When a vacancy occurs in a job classification covered by this Agreement, and the City Council has authorized it to be refilled, the position shall be posted in the following manner:

A vacancy shall be posted for a period of ten (10) working days at each public works shop site and at City Hall and published to the public in a manner determined by the Employer. A copy of the posting will be given to the Union president. All bargaining unit employees shall be eligible to apply for the posted position by submitting a written application to the Public Works Director.

7.2 The Public Works Director shall select the most qualified applicant for the position. If all applicants are equally qualified for the position, first consideration shall be given to senior employees in the department who are qualified and able to perform the work. If no employee from within the department applies for the vacant position, or no employee is qualified for the vacant position, the Employer may fill the position at the Employer's discretion.

ARTICLE VIII – UNION ACTIVITIES

The authorized and credentialed representatives of the Union shall be allowed admission to the Public Works Department subject to prior approval of the Employer for the purpose of observing conditions on the job, provided said representation shall not interfere with workmen during working hours.

ARTICLE IX – DISCIPLINE AND DISCIPLINARY PROCEDURES

9.1 The Employer may discipline an employee only for just cause inclusive of but not necessarily limited to the following events or acts;

- A. Consuming alcohol or controlled substances excluding prescription drugs authorized by the physician to be taken while on duty.
- B. Reporting for duty under the influence of alcohol or controlled substances.
- C. Disobedience to a legal request by the employee's supervisor.
- D. Incompetence.
- E. Deliberate destruction of Employer's or another employee's property.
- F. Neglect of duty.

- G. Unexcused discourtesy to the public.
- H. Refusal to comply with departmental rules, provided that such rules shall be posted in each department where they may be read by all employees, and further that no changes in present rules or no additional rules shall be made that are inconsistent with this Agreement.
- I. Disorderly conduct.
- J. Sleeping on duty.

- K. Giving or taking of a bribe of any nature.
- L. Failure to report for duty without a bona fide reason.
- M. Excessive absenteeism.
- N. Misuse of sick leave policies
- O. Violation of No-strike clause.
- P. Insubordination.
- Q. Use, sale or possession of legal or illegal drugs which would adversely affect the employment relationship.
- R. Violation of Confined Space Policy with disciplinary action as set forth in Article IX, A, B and C of said Policy.
- S. Violation of the drug testing policy of this agreement or City Drug Policy Resolution No. 04-96.

9.2 Discipline is the responsibility of the Employer. Disciplinary actions or measures may include the following.

- A. Verbal reprimand,
- B. Written reprimand,
- C. Suspension without pay,
- D. Demotion,
- E. Discharge.

9.3 The parties agree that progressive and escalating levels of discipline are preferable to allow an employee proper notice of misconduct and the opportunity to improve performance and to allow the Employer to document prior disciplinary matters. The level or degree of discipline imposed shall be appropriately based on an employee's prior record of service, length of service, severity of offenses and prior record of discipline; the order in which these criteria appear is not indicative of their priority. All previous disciplinary actions in an employee's file may be evaluated and considered in a disciplinary action. The following illustrates the disciplinary actions available to the Employer under this concept:

- A. First offense – verbal reprimand or written warning.
- B. Second offense – written warning or suspension without pay.
- C. Third offense – written warning or suspension without pay or demotion or discharge.

9.4 Notwithstanding subsection 9.3 above, the Employer may immediately suspend without pay or discharge an employee for a serious event without resort to progressive discipline.

9.5 The Employer shall issue a complaint regarding an employee's work or conduct not later than ten (10) working days after the incident or conduct has been discovered, verified and become proven.

9.6 The provisions of this Article shall not apply to newly hired employees serving a probationary period. Probationary employees shall work under the provisions of this Agreement, but shall be only on a trial basis, during which period they may be discharged without any recourse.

9.7 Any disciplinary action except verbal reprimands shall not be final unless affirmed in writing by the Employer. Notations or copies of any such disciplinary action shall be sent to the Union at the time it is given to the employee.

9.8 The employee shall, before the disciplinary action is finalized, have the opportunity to discuss the matter with his immediate supervisor and be informed of the nature of the charges, and the facts supporting them. The employee shall be given an opportunity to respond to the charges, including a reasonable time (not to exceed ten (10) calendar days) to

consult a Union representative; provided, however, in the case where circumstances exist which warrant immediate suspension or discharge the Employer may suspend (an employee) without pay or discharge, after advising the employee the nature of the charges, the fact supporting them, and giving the employee an immediate opportunity to respond. Under such circumstances, advising the employee of the nature of the charges, the facts supporting them, and giving the employee the opportunity to respond may be summary in fashion and does not call for a full or formal hearing.

ARTICLE X – GRIEVANCE PROCEDURE

10.1 The parties hereto recognize the need for fairness and justice in the adjudication of employee grievances and enter into this Agreement in a cooperative spirit to adjust such actions promptly and fairly. If, however, a grievance cannot be resolved through informal means, the grievance will be settled as hereinafter provided.

10.2 A grievance is defined as a dispute involving the interpretation, application or alleged violation of any provision of this Agreement between the Employer and the Union.

10.3 Any party who believes that they have a grievance alleging a misinterpretation, misapplication or violation of the terms of this Agreement may personally, or through a representative, apply for relief under the provisions of this Article.

10.4 The parties agree that the time limitations provided are essential to the prompt and orderly resolution of any grievance, and that each will abide by the time limitations, unless waived or extended by mutual agreement of the parties to the grievance.

10.5 If any party fails to file a grievance within ten (10) calendar days from the date of the occurrence or when the party reasonably should have known of the occurrence, then said party forever waives the grievance as well as all rights and remedies with regard to said

grievance. If a matter involves disciplinary action, then an aggrieved party must file a grievance within ten (10) calendar days from the date of such disciplinary action otherwise said appeal or grievance is forever waived and shall be null and void. Failure to pursue a grievance to the next step in the time limits specified in this Article renders final and conclusive the 1st determination and response.

10.6 A grievance may be verbally presented by the aggrieved employee to the employee's immediate supervisor. The employee shall have the option of being accompanied by his Union representative, or a representative of his own choosing if he feels that it is necessary. The immediate supervisor shall respond within three (3) working days. If the matter is not satisfactorily resolved, then the grievant may initiate a formal grievance in accordance with the provisions hereinabove and the following procedure, which in any case, shall be done within ten (10) calendar days of the date of disciplinary action or within ten (10) calendar days from the date of any alleged grievance.

10.7 The formal grievance procedure shall be as follows:

Step 1: The grievance shall be presented in written form to Director of Public Works within ten (10) calendar days from its occurrence. The Director of Public Works shall respond in writing within ten (10) calendar days after receiving said grievance.

Step 2: If the grievance is not resolved to the satisfaction of the concerned parties at Step 1, then within ten (10) calendar days of the response in Step 1, above, the grievance in written form, shall be presented to the Mayor. Thereafter, the Mayor shall respond in writing to the aggrieved employee within ten (10) calendar days after receipt of the grievance.

Step 3: If within ten (10) calendar days a grievance has not been settled by the Mayor and agreed upon by both parties, the matter may be submitted by either party for arbitration. The arbitrator shall be appointed by agreement between the City and the Union. If the City and the Union are unable to agree upon an arbitrator within five (5) days after they meet to determine such an appointee, either party may request the Public Employment Relations Commission (PERC) to supply a list of seven (7) names to be alternately struck until one (1) name remains to act as arbitrator.

10.8 Decision – Time Limit: The arbitrator will meet and hear the matter at the earliest possible date after the selection of said arbitrator. After completion of the hearing, a decision shall be entered within thirty (30) calendar days or as soon as possible thereafter, unless an extension of time is agreed upon as provided for herein.

10.9 Limitations – Scope – Power of Arbitrator:

- i. The arbitrator shall not have the authority to add to, subtract from, alter, change or modify the provisions of this Agreement.
- ii. The arbitrator shall have the power to interpret and apply the terms of the Agreement and/or determine whether there has been a violation of the terms of this Agreement.
- iii. The arbitrator shall consider and decide only the question or issue raised at Step 1.

10.10 Arbitration Award – Damages – Expenses:

- i. The arbitrator shall not have the authority to award punitive damages.
- ii. Each party hereto shall pay the expenses of their own representatives, attorneys, witnesses and other costs associated with the presentation of their case and one-half (1/2) the expenses of the arbitrator.

ARTICLE XI – NO STRIKE AND NO LOCKOUT

11.1 Neither the Union nor its agents, or any employee(s) shall aid, cause, condone, authorize or participate in any strike or work stoppage, slow down or any other interference with the work and/or statutory function and/or obligation of the Employer.

11.2 Employees who engage in any of the above-referenced activities shall not be entitled to any pay for fringe benefits during the period he/she is engaged in such activity. The Employer may discharge or discipline any employee who violated this Article.

11.3 The Employer agrees that there will be no lockouts except in the event the Union and/or the employees violate the terms of this Article.

11.4 Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event of a violation of this Article.

ARTICLE XII – HOURS OF WORK AND OVERTIME

12.1 Full-time City employees shall work a forty (40) hour week. Due to the nature of work performed in each department, employee's work schedules may vary from the City's normal daily working hours. Full-time employees may be assigned to fixed or totaling shifts which include evenings, nights, weekends, and holidays. He or she may occasionally be subject to twenty-four (24) hour call. The normal work week will consist of five (5) consecutive 8 hour days with two (2) days of rest or the Employer may establish a work week of 4 consecutive ten (10) hour days with three (3) days of rest.

12.2 Work schedules showing the employees' shifts, workdays, and hours shall be posted on all department bulletin boards at all times. Except for emergency situations, work schedules will be changed only after consultation with employee or employees affected and the Employer and such changes shall be posted two (2) weeks prior to becoming effective.

12.3 City employees are entitled to a fifteen (15) minute break during each half-day shift, and such break should be taken in a manner specified by the Department Heads. Breaks for office personnel or plant operators should be taken in designated areas at the job site. Field employees shall take their breaks at the job site when working in the field. A fifteen (15) minute break includes any travel time; the break may not be extended for travel time. With the approval of the Department Head, work breaks may be taken in other designated areas. Deliberate misuse of city transportation and work break privilege shall subject the offender to disciplinary action.

12.4 Employees shall be paid monthly on the first business day of the month, for time worked the preceding month. Provided, if the first day of the month is a Saturday, paychecks will be distributed on the preceding Friday. If the first day of the month is a Sunday or Monday holiday, paychecks will be distributed on the first City business day of the month. If the first day of the month is a holiday falling on a weekday, other than Monday, paychecks will be distributed the preceding business day. The City shall provide a notice of each payday for the succeeding year prior to December 20th of each year. Full-time employees and regular part-time employees may be paid a mid-month advance of approximately one-half (1/2) of their monthly net pay, based on their base pay.

12.4.1 The City may elect to continue its current practice of utilizing a monthly pay period, but change the pay day relating to said pay period so that wages paid for work performed in the monthly interval are paid by direct deposit into employees' accounts on or before the seventh (7th) business day of the following month. The City shall provide the Union and Employees at least 90-days' notice of any such change prior to the effective date of the same. In the event the City implements such a change, full-time employees and regular part-time employees may be paid a mid-month advance by direct deposit on or before the twenty-second (22nd) business day of the month of approximately one-half (1/2) of their monthly net pay, based on their base pay.

12.5 Overtime shall be granted only following the approval of the Department Head for overtime beyond the normal workday of at least eight (8) hours when working five (5) eight (8) hour days, ten (10) hours when working four (4) ten (10) hour days or beyond the normal workweek of forty (40) hours, at the basic rate of one and one-half (1 ½) times the employee's regular rate. Cash compensation for overtime shall be deemed salary for the purposes of state retirement contributions and other taxation. Cash compensation for overtime shall be computed using the salary received by the employee at the time overtime was earned. Employees leaving the services of the City shall be compensated in cash for accumulated overtime.

12.6 Minimum call back time for overtime compensation shall be two (2) hours. Any call back work outside of the regular scheduled shift of the employee shall be paid at the rate of time and one half. Exceptions to this are when the change in schedule is mutually agreed to for benefit of the employee and the Employer.

12.7 Article 12.7 For overtime hours worked employees may, in lieu of wages, elect to receive-compensatory-time, which shall accrue at the rate of one and one-half (1 ½) hour for every hour of overtime worked. Employees shall be allowed to accrue up to a maximum of thirty (30) hours of compensatory time during any given calendar year. Compensatory time shall not be carried over from one calendar year to another. Any compensatory time hours not used by an Employee by the end of December 31 of a given calendar year shall be cashed-out at the Employee's regular rate of pay, and shall be paid to the Employee in the first payment of wages in the subsequent calendar year. Employees shall schedule compensatory time off in accordance with Article XIV. Compensatory time must be taken in compliance with federal law.

12.8 Full-time employees shall have two (2) specified days off per week or three (3) days off if working four (4) ten-hour days. In case of emergency or when required for the performance of essential public service, an employee may be required to work on the days the employee is normally off.

12.9 Employees who possess certification that meet or exceed those certifications required for a position and are assigned to perform the duties of a position of an employee on leave or whose employment has been terminated shall after five (5) consecutive work days in the position be paid at the rate of pay for the position as set forth in Appendix "A".

12.10 Employees assigned to work alternate shifts in response to an Employer declared Emergency/or to perform work that requires working during nonscheduled shifts in accordance with Article 12.2 shall be offered but not required to take a lunch break upon notice to the supervisor.

ARTICLE XIII – SICK LEAVE

13.1 Eligible employees are entitled to eight (8) hours of sick leave for each month of employment and may accumulate sick leave to a maximum of nine hundred-sixty (960) hours. All sick leave accumulated over one hundred twenty (120) days will be cashed out at fifty percent (50%) of its current value at the employee's current rate of pay in effect at the time of accrual and those dollars will be placed in a VEBA account in the name of the employee. Unused, accrued sick leave below nine hundred-sixty (960) hours shall be purchased from the employee at fifty percent (50%) of the current value, such accrual not to exceed nine hundred-sixty (960) hours, upon termination of the employee from the City of Omak for any reason other than dismissal for cause, and those dollars will be placed in a VEBA account in the name of the employee.

13.2 Regular part-time employees shall earn either (8) hours sick leave for every one hundred seventy-three (173) hours scheduled work, to be accumulated to a maximum of thirty (30) working days.

13.3 Employees shall be eligible for sick leave after thirty (30) calendar day's service with the Employer.

13.4 A deduction of one (1) working day of sick leave shall be made for each absence due to:

A. An employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or an employee's need for preventative care.

B. When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason.

C. An employee who qualifies for leave under Chapter 49.76 RCW- The Domestic Violence Act.

13.5 For the purposes of Article 13 Immediate family shall include: A child including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent regardless of age or dependency status; A parent including a biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child ; a spouse, a registered domestic partner, siblings, grandchildren or grandparents.

13.6 The rate of compensation for sick leave shall be the same as the employees' hourly rate of pay.

13.7 Sick leave shall be deducted on the basis of thirty (30) minute increments.

13.8 If an employee is on vacation and becomes sick or disabled, he may charge such absence to his accumulated sick leave account by satisfactory notice to his Employer. The scheduled time off shall be deferred to a later time except in the event that the employee is out of sick leave in which case the absence shall be charged to his accumulated annual leave.

13.9 Any illness requiring time off must be reported to the Director of Public Works, or designee, as soon as practicable, and the employee shall keep the Employer apprised of each subsequent day(s) of absence. If such illness exceeds three (3) or more consecutive work days, the Employer may require a doctor's certificate.

13.10 Any employee found to have used sick leave for a non-authorized use may have the leave denied and may be subject to disciplinary action.

13.11 FAMILY AND MEDICAL LEAVE

Under the terms of The Family and Medical Leave Act of 1993 (FMLA), Title 29, Part 825 of the Code of Regulations, employees may request leave without pay under the following conditions:

1. For the birth of a son or daughter, and to care for the newborn child;
2. For placement with the employee of a son or daughter for adoption or foster care;
3. To care for the employee's spouse, son, daughter or parent with a serious health condition;
4. Because of a serious health condition that makes the employee unable to perform the functions of the employee's job.

Consistent with FMLA and adopted regulations, employees are entitled to request leave without pay for up to twelve (12) weeks within a twelve (12) month period.

The twelve (12) month period shall be defined as a calendar year commencing January 1.

The Employer will require the employee to first use and exhaust all paid leave available to the employee as part of any Family and Medical Leave.

All requests for leave and any other notices regarding Family and Medical Leave shall be in writing in accordance with the FMLA regulations.

This Article shall be consistent with the FMLA and adopted regulations, and is not intended to expand upon the rights set forth in said Act or regulations.

13.12 Application & Authorization:

- a. Any request for leave of absence shall be answered promptly. Requests for immediate leave (for example, family sickness or death) shall be answered before the end of the shift on which the request is submitted.
- b. In the event of sickness, disability, or death in the employee's immediate family (spouse, parents, children, brother, sister, grandparents, father-in-law, mother-in-law, brother-in-law, sister-in-law) the employee shall also be granted sick leave with pay.

13.13 Washington State Paid Family and Medical Leave

The Washington State Paid Family and Medical Leave (PFML) law (Chapter 50A RCW) and supporting regulations establish a program administered by the Washington Employment Security Department (ESD) to provide paid leave benefits and job protection to eligible employees who need leave for certain family and medical reasons. This Article provides a summary of the PFML program. Employees may obtain additional information at www.paidleave.wa.gov. The City will administer this benefit program consistent applicable statutes and regulations.

13.14 Disability Leave: Any employee injured on the job and receiving sick leave pay, who is eligible for time loss payments under the Workman's Compensation Law shall, for the duration of such payment receive only that portion of the employee's regular salary which together with said payments, will equal the employee's regular salary. In order, not to work an undue hardship on the employee caused by the time lag involved in time loss payments, the employee shall be paid sick leave accrued to equal full salary and upon receipt of time loss payments shall endorse said payments to the City. Said employee shall be charged with sick leave only for that portion of the employee's regular salary for which the City is not reimbursed by the Workman's Compensation endorsed to the City. Sick leave pay shall be integrated with any health and welfare plan, income benefit or State Workman's Temporary Disability Compensation, schedule of benefits so that the sum of the daily sick leave allowance hereunder, and the aforesaid health and welfare plan, and accident and sickness income benefit or state disability benefits shall not exceed one hundred percent (100%) of the regular daily rate of pay for any one day. An employee on leave without pay shall not accrue vacation, sick leave, holidays or be eligible for Employer paid health and welfare benefit, except as mandated by law.

13.14 Maternity Leave: Accumulated sick and annual leave may be used for maternity leave(s), in which case the employee will be paid to the extent of the sick leave and annual leave used. Maternity leave may thereafter be granted without pay, provided, however, the length of the leave may be suggested by the employee's doctor. The Employer reserves the right to require a second medical opinion at the Employer's expense to determine the

employee's ability to return to work. The Employer may grant such leave for up to twelve (12) consecutive calendar months.

13.15 Bereavement Leave: Bereavement leave may be taken in the event of the death in the immediate family of the employee. Paid leave for such reason shall be limited to three (3) days in any one instance. "Immediate family" shall include only parents, wife, husband, children, grandparents, siblings, grandchildren, and in-law relations of the same. Five (5) additional days may be taken from the employee's annual or sick leave accrual for bereavement. In the instance where sufficient leave is not available employees may take leave without pay.

13.16 Disaster Leave: In the event an Employee is forced to miss work to protect personal property in response to a declared disaster the Employee shall not be required to exhaust all other paid leave prior to utilizing sick leave to cover the time loss.

ARTICLE XIV – ANNUAL LEAVE

14.1 ANNUAL LEAVE: Annual leave with full pay is allowed to an employee working five (5) days a week, eight (8) hours a day, for a total of forty (40) hours per week, who has been in continuous employ of the City for six months or more and to part-time employees who are employed on a regular schedule for not less than six months. Such leave is in addition to the holidays specified in Article XV.

Annual leave with full pay is allowed to an employee working five (5) days a week (40 hours) on the following basis:

- A. For the first (1st) year of continuous employment 6.67 hours per month;
- B. For the second (2nd) through fourth (4th) years: 8.00 hour per month;
- C. For the fifth (5th) year: 10.00 hours per month;
- D. For the sixth (6th) year: 10.67 hours per month;
- E. For the seventh (7th) year: 11.33 hours per month;
- F. For the eighth (8th) year: 12.00 hours per month;
- G. For the ninth (9th) year: 12.67 hours per month;
- H. For the tenth (10th) year: 13.33 hours per month;
- I. For the eleventh (11th) year: 14.00 hours per month;
- J. For the twelfth (12th) year: 14.67 hours per month;
- K. For the thirteenth (13th) year: 15.33 hours per month;
- L. For the fourteenth (14th) year: 16.00 hours per month;
- M. For the fifteenth (15th) year: 16.67 hours per month;

Regular part-time employees shall earn the number of hours represented on the above schedule of monthly leave accrual for each 173 hours of scheduled work.

Such hours will be accrued month-by-month beginning with the first full month's employment but may not be used by the employee until after the end of six (6) months of continuous

employment. Annual leave earned in the first twelve (12) months of employment shall not be paid out to an employee terminating prior to a year's continuous service.

Annual leave carry-over from year to year shall be limited to a total of two hundred forty (240) hours. Throughout the year employees may accrue more than 240 however, employee's will have their leave balance down to two hundred (240) hours by December 31. Cash value upon retirement or termination shall be limited to an amount equal to 240 hours pay at the employee's regular rate of pay.

All annual leave shall be scheduled through the Supervisor and requests shall be in writing at least two (2) weeks in advance of anticipated leave. The two (2) week advance notice may be waived at the Employer's discretion.

14.2 Annual Leave Pay: The rate of annual leave pay shall be the employee's regular straight time rate of pay.

14.3 Choice of Annual Leave Period: Annual leave shall be granted at the time requested by the employee subject to mutual agreement. If the nature of the work makes it necessary to limit the number of employees on annual leave at the same time, an employee with greater seniority shall be given his choice of annual leave period in the event of any conflict, providing he requests that annual leave period within one month of the junior employee's request.

In order to secure his bid, an employee must bid at least one (1) month prior to the commencement date of the annual leave period. The time period set forth in this section may be waived at the Employer's discretion.

14.4 Annual Leave Sharing: The purpose of the program is to permit employees to provide annual leave to a fellow employee who is suffering from a severe or extraordinary illness, injury, or other impairment, is out of sick leave, vacation time, floating holidays, and compensatory time, and who will imminently go on leave without pay or terminate City employment. It is understood and agreed as follows:

General:

- a. An employee may receive the donated annual leave benefit from another employee or an employee may donate to another employee. All references to donated/shared leave shall be annual leave.
- b. All leave donated under the leave sharing arrangement shall be day for day. A day shall be considered eight (8) hours. No differentiation will be made between the salary level of the donor and the recipient.
- c. There shall be no retroactive applications for donated leave.
- d. No employee shall be coerced, threatened, intimidated, or financially induced into donating leave.
- e. Donations to the leave-sharing program shall be confidential, except to the extent disclosure is required by law.

Eligibility to Receive Leave:

- a. An employee may receive leave if the employee suffers from a severe or extraordinary illness, severe or extraordinary non-job-related injury, or severe or extraordinary impairment which has caused, or is likely to cause, the employee to go on leave without pay or which may cause the employee to be terminated from City employment.
- b. An employee receiving a leave sharing benefit must have exhausted all sick and annual leave, compensatory time, and floating holidays.
- c. An employee receiving a leave sharing benefit must have abided by the City's policies respecting sick leave.
- d. An employee receiving the leave sharing benefit shall receive no more than a total of one hundred twenty (120) days of such leave during the course of his or her employment with the City of Omak.
- e. The employee receiving the leave sharing benefit must be in a position in which annual and sick leave can be accrued and used.
- f. The employee must not be receiving time-loss payments as a result of an on-the-job injury.

Donating Leave:

- a. Employees with more than ten (10) days of accumulated annual leave may donate. Donations of annual leave time may not bring the donor's annual leave time balance below ten (10) days.
- b. Only employees who have been approved to receive shared leave and who have exhausted their recipient-specific leave may, receive leave from another employee. The denial of a leave request shall not be subject to the grievance procedure or binding arbitration.
- c. All donations shall be strictly voluntary and shall be done on the Donation of Annual Leave form. The donor shall designate the recipient.

ARTICLE XV – MILITARY LEAVE

In case of military leave, the Employer abides by the provisions of the laws of the State of Washington (RCW 38.40.060). Employees who are members of the National Guard or Federal Military Reserve Units are entitled to leave with pay as provided by RCW 38.40.060.

ARTICLE XVI – COMPENSATION FOR WITNESS OR JURY DUTY

An employee shall continue to receive his regular salary for any period of required service as a summoned juror or witness subpoenaed by the Employer. The Employer shall pay the difference between the scheduled fees and the employee's hourly wage. The employee shall not be required on his own time to apply for such fees. Employees will be expected to report

for work when less than a normal work day is required by such duties except graveyard employees will not be required to work if not released from jury duty or as a subpoenaed witness prior to 5:00 p.m.

ARTICLE XVII – HOLIDAYS

17.1 The following holidays shall be observed:

- | | |
|------------------------|--------------------------|
| New Years’ Day | Martin Luther King’s Day |
| President’s Day | Memorial Day |
| Juneteenth (June 19) | Labor Day |
| Independence Day | Thanksgiving Day |
| Veteran’s Day | Christmas |
| Day after Thanksgiving | (1) One Floating Holiday |

17.2 In the event either the Governor of the State of Washington declares a state legal holiday in addition to those listed above the Employer agrees to recognize the new holiday.

17.3 If an observed holiday falls outside the regularly scheduled work week of an employee, that employee shall be allowed to observe in lieu of the holiday, the first working day immediately preceding or following the holiday.

17.4 Compensation for Holiday. An employee paid on an hourly basis shall be paid eight (8) hours for the above specified holiday. If required to work on these holidays, the employee shall be paid at one and one-half times (1-1/2X) the regular hourly wage for the hours worked in addition to the regular pay provided for these holidays. When a holiday occurs during a four (4) day, ten (10) hour, forty (40) hour work week, the employee (s) have the option of having a work week with less than forty (40) hours of pay, or use annual leave or comp time to make up the forty-hour work week for forty (40) hours of pay.

ARTICLE XVIII – HEALTH AND WELFARE

18.1 The Employer will provide a health and welfare program for regular full-time employees, which consists of major medical, dental, vision and life insurance for the employee, and medical and dental insurance for dependents. The Employer will cover one hundred percent (100%) of the cost of the health and welfare program for employees and will pay seventy percent (70%) of the total cost of the health and welfare program costs for spouse or dependents that are enrolled in the program Health First 250 Medical Plan.

18.2 The Union and/or the employee will indemnify and hold the Employer harmless from any and all claims made and against any and all suits instituted, against an insurance carrier regarding a disagreement with said carrier relating to a claim and/or coverage.

18.3 Any and all disputes or disagreements and/or claims regarding insurance claims and/or coverage between the insurance company and the employee are not grievable by the Union and/or employee and are not subject to binding arbitration.

ARTICLE XIX – DRUG TESTING

To comply with the Omnibus Transportation Employee Testing Act of 1991 rules 49 C.F.R. Parts 382 and 49 C.F.R. Part 40, the City has adopted a Drug Testing Policy Ordinance 04-96 which is incorporated herein by this reference. Any provision of this Agreement where compliance with this Agreement and the federal regulations cited herein is not possible or when compliance with this Agreement is an obstacle to the accomplishment and execution of any part of the cited regulations shall be governed by the federal regulations cited herein. Any employee covered by this Agreement who is not subject to testing under the Omnibus Transportation Employee Testing Act of 1991, shall be subject to testing in accordance with the Drug Testing Policy attached as Appendix “B”.

ARTICLE XX – MISCELLANEOUS PROVISIONS

20.1 Gender: Where masculine gender has been used in any provision of this Agreement, it is used solely for the purpose of illustration and shall not in any way be used to designate the sex of the employee eligible for any position, classification, or the benefits provided in this Agreement.

20.2 Acceptance of Gifts: Employees and members of their families shall not accept personal gifts, gratuities or favors offered because of the employee’s duties, functions or responsibilities as an employee of the City.

20.3 Solicitation of Donations: Employees and members of their families shall not use their position with the City for solicitation of donations.

20.4 Personnel Files: Upon written request of an employee, the Employer may purge derogatory statements or letters of warning from an employee’s personnel file. The decision to purge such records shall be in the sole discretion of the Employer. This provision shall not apply to employee evaluations.

20.5 The Employer agrees to pay for the cost of physical examinations required by the State for the renewal of the Commercial Driver’s License (CDL) for employees of the unit required to maintain a CDL. Additionally, the Employer agrees to reimburse employees the cost of the CDL endorsement(s), as required by the City of Omak, at the time of license renewal.

20.6 Mechanics Tools: The City agrees to replace mechanics tools broken during the course of regular City business that are not covered by manufacturer’s warranty. Additionally, the City agrees to replace all mechanic owned tools that are stolen or lost due to fire and currently

on inventory with the City at the time of being stolen or lost to fire. It is the duty of the mechanics to keep their tool inventory updated with the City.

ARTICLE XXI – UNIFORMS

21.1 The City will provide work shirts to be worn by employees. Employees shall be responsible for laundry of said shirts. The City will replace the worn or damaged shirts as needed.

21.2 The City will provide employees \$250.00 per year for the purchase of work boots. For contract year 2023 this allotment shall be paid on June 1, for contract years 2024 and 2025 this allotment shall be included in the January payroll.

21.3 All employees shall report to work groomed and dressed in a manner which indicates good personal hygiene and attention to professional image. Employees beard or mustache shall be neatly trimmed, except as excused by bona fide medical necessity. Hair should be worn in a neat and trim manner. If a City employee wears a hat, the hat worn shall be that supplied by the City. The employee shall maintain the hat in a clean and neat manner, damaged or worn hats shall be replaced by the City, as needed. During times when a coat or jacket is required, the employee shall wear the City supplied jacket.

ARTICLE XXII – WAGES

22.1 Effective May 1, 2023, wages shall be as set forth in Appendix “A.”

Effective January 1, 2024, wages indicated in Appendix “A” shall be increased by 100% of the average change for the period from July 2022 through June 2023 of the CPI-W US Cities Average Urban Wage Earners and Clerical Workers.

Effective January 1, 2025 wages indicated in Appendix “A” as adjusted in 2024 shall be increased by 100% of the average change for the period from July 2023 through June 2024 of the CPI-W US Cities Average Urban Wage Earners and Clerical Workers.

22.1.1 Employees shall be paid a retention bonus in the amount of \$2000.00, which shall be paid by June 1, 2023, along with the Employee’s wages for work performed in May of 2023.

All regular full-time and regular part-time employees shall be paid in accordance with the salary schedule attached hereto and incorporated herein by this reference as Appendix “A”.

22.2 Longevity: In addition to the established wage rate, each employee shall be given the following additional compensation per month.

- At 5 Years- \$50/month
- At 10 Years- \$100/month
- At 15 Years- \$150/month
- At 20 Years- \$200/month

22.3 Designated Assistant Operator Water/Sewer: Will be provided the necessary travel and training opportunities to secure the highest level of certification required by the State of Washington for the operation of the city Water or Wastewater systems as determined by the Public Works Director.

ARTICLE XXIII – NEGOTIATIONS TIME TABLE

23.1 The parties agree that a target schedule for contract negotiations to be carried on by the parties in applicable years, shall be as follows:

- A. Submission of the Union recommendation to the City’s negotiator on or about September 1;
- B. Submission of City’s answer by October 1;
- C. Negotiations to begin on or about October 15.

23.2 By mutual agreement of the parties, this time table will be adjusted as deemed appropriate.

ARTICLE XXIV – EXPENSES

24.1 If an employee is required by the employee’s supervisor to use a personal vehicle in the performance of official duties, the employee shall be reimbursed by the City for the mileage driven at the current rate specified by the State of Washington.

24.2 When any City officer or employee or their officially authorized person is required to travel on the business of the City, the employee shall be entitled to receive the employee’s actual and reasonable expenses for lodging and other reasonable and necessary expenses when traveling outside the City and per diem for food as provided per the City’s personnel policy section 4.b.

ARTICLE XXV – PERFORMANCE EVALUATION

Department Heads shall prepare an annual performance evaluation of each employee under their supervision. Performance evaluations shall be in writing and shall be discussed in detail with the employee by the Department Head or Supervisor.

ARTICLE XXVI – NON-DISCRIMINATION

26.1 The Employer agrees not to discriminate against any employee on the basis of this activity on behalf of, or for membership in, the Union. The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion

26.2 Both the Employer and the Union agree that neither shall discriminate against any applicant or employee on the basis of race, religion, creed, sex, age, marital status, political affiliation, or sensory, mental or physical handicaps.

ARTICLE XXVII – SAVINGS

Should any section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific section or portion thereof, directly specified in the decision. Upon the issuance of such a decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated section or portion thereof.

ARTICLE XXVIII – TERM OF AGREEMENT AND TERMINATION

28.1 This Agreement shall be in full force and effect from May 1, 2023 and shall remain in full force and effect until December 31, 2025. Either party may, upon ninety (90) calendar days’ notice prior to the date of expiration, give notice to terminate or amend to the other party. In the event only notice to amend is given, the Agreement shall remain in effect while the parties negotiate a successor agreement.

28.2 This Agreement represents complete agreement with regard to wages, hours and working conditions for employees in the bargaining unit.

IN WITNESS WHEREOF, the parties have signed this Agreement this _____ day of _____ 2023.

AMERICAN FEDERATION OF STATE
COUNTY AND MUNICIPAL EMPLOYEES:

FOR THE CITY OF OMAK;

Jordan Verstegen, President, Local 846-PW

Cindy Gagné, Mayor

Tom Cash, Staff Representative
AFSCME, Council 2

Todd McDaniel
City Administrator

Attest: Connie Thomas, Clerk

Appendix A
Public Works Salary Schedule

FULL TIME EMPLOYEES **5/1/2023**

Hourly

Grade 5 – 0-6 mos. Probation	\$23.50
Grade 4 – 6 to 18 months	\$24.85
Grade 3 – 18 to 42 months	\$27.52
Grade 2 – After 42 months	\$29.56
Grade 1 – Recommendation	\$31.64

CERTIFIED-SKILLED FULL-TIME **5/1/2023**

Hourly

Disposal Plant Operator	
With O.I.T. Certificate	\$32.01
With Group I Certificate	\$32.76
With Group II Certificate	\$35.77
With Group III Certificate	\$37.43
Water Distribution Manager –	
With O.I.T. Certificate	\$32.01
With Group I Certificate	\$32.76
With Group II Certificate	\$35.77
 Mechanic	 \$32.93

Department Lead	\$0.25/hour additional
Weed Control Certification	\$0.25/hour additional
Street/Sewer Collection Certification	\$0.25/hour additional

For Contract years 2024 and 2025 the wages effective on 12/31/2023 and in effect on 12/31/2024 shall be adjusted as per language contained in Article 22.1

APPENDIX "B"
DRUG TESTING POLICY

1. Purpose. The City has a strong commitment to provide a safe work environment for its employees and to establish programs promoting high standards of employee health and safety. Consistent with that commitment, this Agreement establishes prohibitions regarding alcohol and controlled substances and the right of the City to screen or test employees to determine the presence of alcohol and/or controlled substances.

2. Prohibition Regarding Alcohol and/or Controlled Substances.

- (a) The unauthorized use, sale, transfer or possession of alcohol, drugs, controlled substances and/or "mood altering" substances (except the possession or use of prescribed medication, verifiable by a current, properly issued prescription) during work hours (including meal and rest periods), on City property, in City vehicles, or in personal vehicles while conducting City business is prohibited. Violation of this section of the Agreement is just and sufficient cause for immediate discharge.
- (b) Reporting for work or becoming intoxicated during working hours through the use of alcohol, drugs (including prescribed medication), controlled substances and/or "mood altering" substances are prohibited. Violation of this section of the Agreement will result in disciplinary action, which may include discharge.
- (c) An employee utilizing prescribed and/or "over-the-counter" medication(s) that could adversely affect job safety or performance must immediately report that fact to the employee's supervisor. Knowledge of cautions and warnings printed on the medication container label are the sole responsibility of the employee. Consultation with the employee's attending physician, concerning the affects a substance may have on that employee, may be appropriate.

In the event the employee does notify the Employer immediately upon reporting to work of the fact that such medication is being or will be taken, but does not immediately submit a physician's release, the Employer may determine that the effects of any over-the-counter or prescribed medication may, under the circumstances, impair the employee's ability to safety, properly, and effectively perform the employee's duties and may decline to permit the employee to work until the effects of the medication subside to an acceptable level.

In cases where the employee is instructed by the Employer to remain off work due to the possible side-effects of over-the-counter or prescription medication,

the employee may utilize earned, but unused, sick leave benefits in accordance with the Employer's sick leave policy.

Violation of this section of the Agreement will result in disciplinary action, which may include discharge.

3. Current Employee Substance Abuse Testing. The applicable substance abuse testing procedures outlined below may be initiated if one (1) of the following events occurs:

- (a) Management personnel concludes through objective observation, investigation and evaluation that an employee is under the influence or impaired by the use of alcohol, drugs and/or controlled substances;
- (b) Where an employee is involved in any accident due to the action, inaction or inattention of the employee;
- (c) Where the City received reliable information based upon personal knowledge of an individual, including but not limited to other employees of the City, the medical community, or law enforcement personnel, of involvement by the employee with alcohol and/or controlled substances.

All relevant facts pertaining to an investigation conducted pursuant to the above provisions will be documented in writing and preserved for future reference by the City and the Union.

4. Substance Abuse Testing Procedures.

- (a) The Employer will transport the suspected employee to a pre-determined testing facility.
- (b) The employee will be requested to submit to the testing procedures. The employee has the right to refuse to submit to the tests; however, refusal to submit to the tests will be grounds for discharge.
- (c) The employee will provide the requested sample. Samples will be analyzed by a NIDA/SAMHSA approved testing facility or in the case of breath samples for alcohol testing, by certified law enforcement personnel or medical facility.
- (d) Collection of the specimens will be under the direction of qualified medical or law enforcement personnel. Collection of the specimens will take place as soon as possible following the observation, accident or incident. The employee will cooperate fully in the collection of the specimens. Employee tampering with the specimens or refusal to submit to the test within a reasonable period of time will result in discharge. If the employee is physically unable to provide

a urine sample, the blood sample will be analyzed by the laboratory to determine if any of those substances listed in paragraph 6 below are present in the employee’s blood. However, within twenty-four (24) hours following the drawing of the blood sample, the employee will submit to a urine test. If the employee fails to provide the urine sample within a twenty-four (24) hour time frame, that action will result in disciplinary measures which may include discharge.

- (e) After collection of the specimens, the employee will be transported to the employee’s residence or other safe location. The employee may be suspended from work with pay until the test results become available and are evaluated.
- (f) If an employee tests positive for alcohol at a level between .02 and .04 requiring the employee to be off work for 24 hours or is under suspicion for being under the influence that required the employee to be off for 24 hours and the employee is not under discipline without pay, the employee could use accrued but unused sick or vacation leave for those hours the employee if off work during the 24 hours the employee is regularly scheduled to work.

All specimens will be forwarded to a NIDA/SAMHSA approved testing facility for analysis. Strict adherence to the chain of custody requirements will be followed during the transportation of the specimen to the laboratory. The laboratory will analyze the specimen for the substances listed herein. The laboratory will perform initial screening, and if positive results occur, confirmatory tests on the specimen. The confirmatory test shall be the GC/MS test.

Levels. The following cutoff levels shall be used for the initial screening of specimens to determine whether they are negative for these drugs or classes of drugs:

Amphetamines	<u>1000</u>
Barbiturates	<u>300</u>
Benzodiazepines	<u>300</u>
Cannabinoid	<u>100</u>
Cocaine metabolites	<u>300</u>
Methadone	<u>300</u>
Methaqualone	<u>300</u>
Opiates (Codeine)	<u>300</u>
Opiates (Morphine)	<u>300</u>
Phencyclidine (PCP)	<u>25</u>
Propoxyphene	<u>300</u>
Level of the positive result for ethyl alcohol	<u>0.05</u> gr/dl

All specimens identified as positive on the initial screening shall be confirmed by GC/MS techniques at cut off levels under the rules of the Department of Transportation (DOT) 49 CFR, Part 40, Section 40.29(f).

The laboratory will communicate the test results to the Department Head. The Department Head will evaluate those results, and confer with the Mayor to determine the City's course of action.

- (g) Test results will be stored at the Personnel Office in a secure file outside the regular personnel files. Access to the file will be extremely restricted—only the Mayor, City Clerk, the applicable Department Head and employee will have access. All records will be treated in the most confidential fashion by the City and the Union. Disclosures, without employee consent, may occur when:
 - (1) The information is compelled by law or judicial or administrative process.
 - (2) The information has been placed at issue in a formal dispute between the Employer and the prospective employee.
 - (3) The information is needed by medical personnel for the diagnosis or treatment of a patient who is unable to authorize disclosure.
- (h) All costs associated with substance abuse testing, other than an independent analysis requested by the employee, will be paid by the Employer.
- (i) Should analysis of the specimens indicate a negative level of a substance in an employee's system, the employee will be reinstated to the employee's former position. All test results shall be kept in the Personnel Office in accordance with 4. (g).
- (j) Should analysis of the specimens indicate a positive level of a substance in an employee's system, the City will have the following options:
 - (1) Discharge the employee; or
 - (2) Provide the employee an opportunity to enter into a Last Chance Agreement. Included in the Last Chance Agreement, the employee will be evaluated by a qualified drug/alcohol counselor to determine the extent of the employee's chemical dependency. If, in the opinion of the counselor, the employee requires rehabilitation services, the employee will be placed on a non-paid leave-of-absence for a period not to exceed

ninety (90) days and enroll and complete a certified alcohol and/or drug rehabilitation program. An employee may use accumulated sick leave or vacation during this ninety (90) day period. If the employee successfully enrolls and completes the program within ninety (90) days, the employee will be reinstated to the employee's former position. The City reserves the right of concurrence on the selection of the rehabilitation counselor, facility and program content. Cost of the rehabilitation program will be paid by the employee or medical insurance provider (within contractual limitation). The employee will submit semi-weekly written progress reports from the employee's counselor during the entire treatment program. The employee will be reinstated to the employee's former position when the following conditions have been met:

- a. The employee has successfully completed the treatment program; and
- b. The attending counselor has formally released the employee to return to work; and
- c. The employee agrees to submit to a substance abuse test.

During the next twelve (12) months following reinstatement, the employee consents to be tested for the presence of alcohol, drugs and/or controlled substances at any time, with or without cause. Any subsequent violation of this Agreement will be grounds for immediate discharge.

5. Self-Recognized Substance Abuse. Employees with a substance abuse problem must immediately notify their supervisor of their condition. If, in the opinion of a qualified drug/alcohol counselor, the employee requires rehabilitation services, the employee will have an option to enroll in a rehabilitation program. Any employee who complies with the above requirements prior to a violation of this policy shall be immediately granted leave without pay in accordance with Section 4(j) (2) above.

6. Employer Conducted Searches. The City reserves the right to conduct searches of City property, vehicles or equipment at any time or place. Failure to cooperate with these procedures, without just cause, will be grounds for discharge.

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Todd McDaniel
City Administrator

Date: May 1, 2023

Subject: **Resolution 49-2023** update Shoreline Master Program

The attached Resolution No. 48-2023, ANNOUNCING ITS INTENT TO ADOPT AN UPDATED SHORELINE MASTER PROGRAM, is forwarded for your consideration.

The City Planner and the Planning Commission has completed the draft Shoreline Master Plan Update. Upon approval of this resolution, the update will move on to the Department of Ecology for their final review and acceptance process.

The complete updated document is available on the website at omakcity.com under the May 1, 2023 Council Meeting agenda package.

I support this Resolution and Urge it's adoption.

RESOLUTION NO. 49-2023

**A RESOLUTION OF THE CITY COUNCIL OF OMAK,
WASHINGTON, ANNOUNCING ITS INTENT TO ADOPT AN UPDATED SHORELINE
MASTER PROGRAM**

WHEREAS, the City of Omak has an adopted Shoreline Master Program (SMP) pursuant to RCW 90.58 (Shoreline Management Act); and

WHEREAS, in the State Legislature amended the Shoreline Management Act to require that all cities, towns and counties with shoreline areas review and update their local SMPs every 7 years to ensure that shoreline regulations are consistent with amendments to the statute during that time period; and

WHEREAS, the Legislature provided grant funds and directed the Department of Ecology to administer a grant program and develop guidelines to assist local government in their efforts to comply with the amendments to RCW 90.58; and

WHEREAS, the city received a grant to update its Shoreline Master Program; and

WHEREAS, beginning in the summer of 2022, the city initiated a public process, including a city website and community survey, with the Planning Commission functioning as a Shoreline Advisory Committee as part of SMP update process; and

WHEREAS, during development of the updated SMP, the Omak Planning Commission received monthly updates on the planning process and important issues related to shoreline management planning; and

WHEREAS, a draft of the updated SMP was released for a 30-day informal review process prior to the Planning Commission Public Hearing; and,

WHEREAS, no comments were received during this review process; and,

WHEREAS, a SEPA Checklist and DNS were prepared, the DNS advertised with no comments or appeals received; and

WHEREAS, the Planning Commission held a duly advertised public hearing on March 7, 2023, with a no members of the public present, and a discussion of the updated SMP occurred; and

WHEREAS, the Planning Commission has recommended to the City Council that the Council approve a Resolution of Intent to Adopt the updated SMP once the required Ecology and formal public processes have been completed.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OMAK DOES RESOLVE THE FOLLOWING:

Section 1. That the City Council intends to adopt an updated Shoreline Master Program for the city of Omak following completion of required Ecology and public review process.

PASSED BY THE CITY COUNCIL OF THE CITY OF OMAK, WASHINGTON, THIS 1st day May, 2023.

SIGNED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, Clerk

APPROVE AS TO FORM:

Michael D. Howe, City Attorney



MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Daniel J. Christensen, Police Chief

Date: May 1, 2023

Subject: **Resolution 50-2023 – Ammendment#2 CARELON BEHAVIORAL HEALTH, INC.**

The attached **Resolution No. 50-2023, Authorizing Amendment #2 to Agreement for Provision of Services by and Between CARELON BEHAVIORAL HEALTH, INC. and the City of Omak,** is submitted for your review.

The amendment updates contract language and is not a significant change for our grant funding, reimbursement, and operations. This is the continuation of the Beacon Health Grant and that entity has now become CARELON Behavioral Health, Inc. This update to the contract also extends the grant to June 30, 2023.

I support this Resolution and request Council approval.

RESOLUTION NO. 50-2023

**AMMENDMENT #2 TO AGREEMENT FOR PROVISION OF SERVICES BY AND
BETWEEN CARELON BEHAVIORAL HEALTH INC.
AND THE CITY OF OMAK**

THE CITY COUNCIL OF THE CITY OF OMAK, Washington do hereby approve Amendment #2 to the agreement, between the **CITY OF OMAK**, a municipal corporation, and **CARELON BEHAVIORAL HEALTH INC.**, effective from February 1, 2023 through June 30, 2023, attached hereto as Exhibit "A", and the Mayor is hereby authorized and directed to execute the same for and on behalf of the CITY; and the City Clerk is authorized and directed to attest her signature.

INTRODUCED AND PASSED this _____ day of _____ 2023.

SIGNED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael Howe, City Attorney

**AMENDMENT #2 TO
AGREEMENT FOR PROVISION OF SERVICES
BY AND BETWEEN
CARELON BEHAVIORAL HEALTH, INC.
AND
CITY OF OMAK**

This second amendment (“Amendment”) amends Agreement for Provision of Services (“Agreement”) entered into by and between Carelon Behavioral Health, Inc. (“Carelon”) and City of Omak (“Vendor”). Unless otherwise defined herein, all capitalized terms used in this Amendment shall have the same meaning as set forth in the Agreement.

WHEREAS, the Agreement permits amendments to the Agreement by Carelon and Vendor; and

WHEREAS, Carelon and Vendor desire to amend the Agreement to make certain changes to it.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Agreement is hereby amended as follows, effective **January 1, 2023**:

1. Exhibit A.A1 Scope of Work Co-Responder Program is removed in its entirety and replaced with Exhibit A.A2 Scope of Work Co-Responder Program.
2. This Amendment shall be effective upon the date set forth by Carelon following signature by both Carelon and Vendor.
3. Except as amended herein, all other terms and conditions of the Agreement shall remain in full force and effect without modification.
4. Scope of work pursuant with contract terms between Carelon and Health Care Authority as dictated in contract amendment dated January 1, 2023.

CITY OF OMAK

CARELON BEHAVIORAL HEALTH, INC.

By:

By:

Title:

Title

Date

Date

TIN: 91-6001262

**Exhibit A.A2: Scope of Work
Co-Responder Program**

I. Program Overview.

1. The Co-Responder model pairs first responders and behavioral health ~~professional~~professional to respond to behavioral health-related calls for service. These teams utilize the combined expertise of the first responder and the behavioral health professional to de-escalate situations and help link people with behavioral health issues to appropriate services. There are generally two approaches: 1) a first responder and behavioral health professional ride together in the same vehicle for an entire shift or 2) the behavioral health professional is called to the scene and the call is handled together.

II. Program Requirements.

1. Program Goals:

- a. Prevention of unnecessary incarceration and/or hospitalization of mentally ill individuals.
- b. Providing alternate care in the least restrictive environment through a coordinated system-wide approach.
- c. Preventing duplication of mental health services.
- d. Facilitate the return of first responders to first responder activities.

2. Population Served

- a. Individuals in the community experiencing a behavioral health crisis or other issue that precipitates a call for first responder service

3. Essential Elements and Services

- a. On-Scene Crisis Response
 - i. Crisis de-escalation
 - ii. Behavioral health screening and assessment
 - iii. Call disposition planning
- b. Services
 - i. Referral, linkage and resource acquisition to community-based services
 - ii. Outreach and linkage to families, when appropriate
 - iii. Peer support
 - iv. Care coordination with systems of care

III: Maximum Contract Amounts.

- (1) ~~Beacon~~Carelon shall have no obligation to pay for costs or claims in excess of the amounts listed below for the identified periods, unless this contract is amended pursuant to the terms of the Agreement.

- a. Capital Purchases made ~~for programs funded under~~using funds in this agreement are to be utilized

explicitly for the funded program under which the purchase was made. Assets for this program will be used at the level of 90% specifically. De minimus use will be allowed. If the program funding is discontinued, the State of Washington can decide to re-purpose the assets for the benefit of this or other programs. Capital purchases may include technology and transportation and other costs associated with operations.

- i. Capital purchases \$5,000 and over must receive prior approval from BeaconCarelton.
- ii. When vehicle purchases are approved, a vehicle usage policy must be submitted to BeaconCarelton for approval.
 1. The vehicle usage policy shall include maintenance of a Vehicle Usage Log ~~transportation log~~ to track, at a minimum, the following data: trip date, ~~trip start time~~, driver identification, passenger identification, ~~pick up location, drop off location, destination~~ and trip end time.
 - a. ~~A copy of the transportation log shall be included with the monthly invoice.~~
 2. Facility agrees, at its sole expense, to obtain and maintain the following vehicle insurance:
 - a. Comprehensive motor vehicle coverage subject to limits of at least \$1,000,000 for any one person, \$1,000,000 for any one accident for bodily injury, and \$1,000,000 for property damage, and uninsured motorist.
 - b. A Transportation Log shall be kept, separate from any Vehicle Usage Log, to track public transportation provided to Carelon eligible individuals funded under this agreement. When utilized, a copy of the Transportation Log shall be included with the monthly invoice.
 - i. The Transportation Log shall include a client ID, the date of purchase, the type of transportation purchased, the cost and the fund source.

(2) Definitions:

a. Payment Method:

- i. Capacity means the Vendor will submit monthly invoices to Beacon for the funding period total divided by the number of months in the funding period.
- ii. Cost Reimbursement means the Vendor will submit monthly invoices to BeaconCarelton for the deliverable, performance measure, or actual costs to be reimbursed up to the contract maximum. At a minimum, invoices should include itemization of staff time (hourly rate x items charged), overhead, supplies, deliverables, etc.
- iii. Staffing means the Facility will submit monthly invoices to BeaconCarelton for the funding period total divided by the number of months in the funding period to obtain reimbursement for the funded staff. Invoices should not be submitted for vacant funded positions if a funded position becomes vacant. If invoices are submitted for vacant funded positions they will not be paid. At a minimum, invoices should include the name and FTE for each position invoiced~~itemization of staff time (hourly rate x items charged), overhead, supplies, etc.~~

1. With prior approval, funds may be used for recruiting costs to fill vacant funded positions.

b. Transportation Log means a log kept when public transportation such as bus passes, Uber, Lyft, or Taxis are provided to Carelon Eligible individuals funded under this agreement.

b.c. Vehicle Usage Log means a log that tracks the usage of vehicles purchased with Carelon funds.

- (3) The following table outlines the maximum amounts funded under this contract for the stated period. Unspent funds do not carry over after ~~March 14, 2023~~June 30, 2023.
- (4) Monitoring Vendor spending against the funds allocated in this Amendment is the responsibility of Vendor. ~~Beacon~~Carelon supports this responsibility by providing Vendor with periodic Finance Memos that include payments made by ~~Beacon~~Carelon to Vendor and any remaining funds available for that fiscal year.
- (5) Invoices shall be submitted monthly within 20 calendar days of the end of the month being billed. Final invoices must be submitted within 20 calendar days of the end of state fiscal year or grant funding year. **Invoices not received within these timeframes may be denied for payment.**

Table 1.A~~21~~
Maximum Contract Amounts
February 1, 2022 – ~~March 14, 2023~~June 30, 2023

Program or Service	Payment Method	Fund Source	Total
Co-Responder Program (1.0 FTE Behavioral Health Staff + \$4,400 Program Supplies)	Cost Reimbursement	MHBG COVID BH-ASO Treatment Services	\$61,600
		SABG COVID BH-ASO Treatment Funding	\$32,800
Grand Total			\$94,400

IV. Compliance.

- (1) The Vendor shall maintain Policy and Procedures that demonstrate compliance with contractual requirements.
- (2) Comply with all applicable state and federal laws, rules, and regulations related to services rendered to Eligible individuals, and applicable requirements of the ~~Beacon~~Carelon and Washington State Health Care Authority Contract.
- (3) Comply with ~~Beacon~~Carelon's Program Integrity requirements and HCA approved Program Integrity policies and procedures.
- (4) Implement procedures to screen employees, contractors, subcontractors, volunteers, and Board of Directors to ensure individuals are not excluded from participation in Federal programs. Screening will be completed upon hire and monthly thereafter.
- (5) Guard against Fraud, Waste and Abuse by creating a Compliance Plan that includes:

- a. Implementing written policies, procedures and standards of conduct, including whistleblower protection
 - b. Designating a Compliance Officer and Compliance Committee
 - c. Conducting effective ongoing training and education of employees and volunteers
 - d. Developing effective lines of communication
 - e. Enforcing standards through well-publicized disciplinary guidelines
 - f. Conducting internal monitoring and auditing
 - g. Responding promptly to detected offenses and developing corrective actions;
- (6) Participate in BeaconCarelton required or HCA sponsored Quality Improvement activities.
- (7) Keep records necessary to adequately document services provided in a manner consistent with state and federal laws and regulations.
- (8) Provide BeaconCarelton and/or Payors with timely access to records, information and data necessary for BeaconCarelton and/or Payors to meet their respective obligations under their Contract;
- (9) Submit all reports and clinical information required by BeaconCarelton and/or Payors that may be required by Contract(s) and to ensure the quality, appropriateness and timeliness of contracted services;
- (10) Notify BeaconCarelton when a Washington State entity performs any audit related to the activities contained in this contract, and submit any report and corrective action plan related to the audit to BeaconCarelton.

V. Additional Provisions Required of the Washington State Health Care Authority (HCA).

- (1) Vendor shall not subcontract services identified in this contract without the express permission of BeaconCarelton Behavioral Health Health Options. BeaconCarelton will respond in a timely manner to subcontracting requests and clearly communicate feedback about potential subcontractor(s) and subcontract language. In the event subcontracting is approved, all requirements contained in this contract must be included in any subcontract (45 CFR 92.35).
- (2) The Vendor shall develop a statement of individual participants rights applicable to the service the Vendor is certified to provide in compliance with WAC 246-341-0600.;
- (3) Participate in training when requested by the HCA. Exceptions must be in writing and include a plan for how the required information shall be provided to staff.
- (4) Vendor shall investigate and disclose to BeaconCarelton and HCA immediately upon becoming aware of any person in their employment who has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or Title XX of the Social Security Act since the inception of those programs.
- (5) Vendor shall require nondiscrimination in employment and Individual services.

- (6) Vendor shall conduct criminal background checks and maintain related policies and procedures and personnel files consistent with requirements in RCW 43.43 and, WAC 246-341.
- (7) Vendor shall comply with BeaesonCarelton's fraud and abuse policies and procedures.
- (8) Vendor shall not assign this Agreement without BeaesonCarelton's written agreement.
- (9) Vendor shall accept payment from BeaesonCarelton as payment in full and shall not request payment from HCA or any Eligible Individual for Covered Services performed under this Agreement.
- (10) Vendor agrees to hold harmless HCA and its employees, CMS and its employees, and all enrollees served under the terms of this Agreement in the event of non-payment by BeaesonCarelton. Vendor further agrees to indemnify and hold harmless HCA and its employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses which may in any manner accrue against HCA or its employees through the intentional misconduct, negligence, or omission of Vendor, its agents, officers, employees or contractors.
- (11) If, at any time, BeaesonCarelton determines that Vendor is deficient in the performance of its obligations under the Agreement, BeaesonCarelton may require Vendor to develop and submit a Corrective Action Plan (CAP) that is designed to correct such deficiency.
 - a. BeaesonCarelton shall approve, disapprove, or require modifications to the corrective action plan based on its reasonable judgment as to whether the corrective action plan will correct the deficiency.
 - b. Vendor shall, upon approval of BeaesonCarelton, immediately implement the corrective action plan, as approved or modified by BeaesonCarelton.
 - c. Vendor's failure to implement any corrective action plan may, in the sole discretion of BeaesonCarelton, be considered breach of the Agreement, subject to any and all contractual remedies including termination of the Agreement with or without notice.
- (12) If the Vendor is a **faith-based organization (FBO)**, it shall meet the requirements of 42 CFR Part 54 as follows:
 - a. Individuals requesting or receiving SUD services shall be provided with a choice of SUD treatment Vendors.
 - b. The FBO shall facilitate a referral to an alternative Vendor within a reasonable time frame when requested by the recipient of services. The FBO shall report to the Contractor all referrals made to alternative Vendors.
 - c. The FBO shall provide individuals served with a notice of their rights.
 - d. The FBO provides individuals served with a summary of services that includes any inherently religious activities.
 - e. Funds received from the FBO must be segregated in a manner consistent with federal regulation
 - f. No funds may be expended for religious activities

(13) Performance Evaluation. ~~Beacon~~Carelon shall:

- a. At its discretion, upon reasonable notice during normal business hours, perform periodic programmatic and financial reviews. These may include on-site inspections and audits by ~~Beacon~~Carelon or its agents of the records of Vendor relating to the provision of contracted services.
- b. Provide reasonable notice to Vendor prior to any on-site visit to conduct an audit, and further notify Vendor of any records ~~Beacon~~Carelon wishes to review.
- c. Review and evaluate Vendor for its successful performance of all contractual obligations and its compliance with the terms of the Agreement.
- d. Inform Vendor of the results of any performance evaluations and of any dissatisfaction with Vendor's performance, and reserve the right to demand a corrective action plan or to terminate the Agreement.

(14) Loss of Program Authorization

- a. Should any part of the work under this Contract relate to a state program that is no longer authorized by law (e.g., which has been vacated by a court of law, or for which authority has been withdrawn, or which is the subject of a legislative repeal), Vendor must do no work on that part after the effective date of the loss of program authority. If Vendor works on a program or activity no longer authorized by law after the date the legal authority for the work ends, Vendor will not be paid for that work. If Vendor was paid in advance to work on a no-longer-authorized program or activity and under the terms of this Contract the work was to be performed after the date the legal authority ended, the payment for that work must be returned. However, if Vendor worked on a program or activity prior to the date legal authority ended for that program or activity, and the state included the cost of performing that work in its payments to Vendor, Vendor may keep the payment for that work even if the payment was made after the date the program or activity lost legal authority.

(15) If a Vendor receives FBG funds, an annual fiscal review will be conducted regardless of reimbursement methodology. The Facility shall provide ~~Beacon~~Carelon with requested documentation to comply with fiscal review requirements. Requested documents may include, but are not limited to, the following:

- a. An accounting of FBG expenditures by revenue source.
- b. Confirmation that no expenditures were made for items prohibited by this Contract.
- c. Confirmation that expenditures were made only for the purposes stated in this Contract, and for services that were actually provided.
- d. FBG funds cannot be used for the following:
 - i. Construction and/or renovation.
 - ii. Capital assets or the accumulation of operating reserve accounts.
 - iii. Equipment costs over \$5,000.
 - iv. Cash payments to Consumers

- v. Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 C.F.R. § 75.300(a) (requiring HHS to “ensure that Federal funding is expended...in full accordance with U.S. statutory...requirements.”); 21 U.S.C. §§ 812(c) (10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under the FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned substance under federal law.

(16) Term & Termination

- a. In addition to and notwithstanding the provisions set forth in the Agreement:
 - i. This Agreement may be terminated by either party for any reason upon ninety (90) days written notice to the other party.
- b. Any Scope of Work may be suspended or terminated by ~~Beacon~~Carelon immediately upon written notice if:
 - i. Vendor is disqualified, terminated, suspended, debarred, or otherwise excluded from or ineligible for participation under the program or any other state or federal government-sponsored health program; or
 - ii. The Agreement is terminated or not renewed.

VI. Mental Health Block Grant (MHBG): If MHBG funds are received the Vendor shall:

- (1) Follow all rules and regulations of CFDA 93.958 for provision of services for the Block Grants for Community Mental Health (MHBG) program when funding is used.
- (2) Vendor may use block grant funds to help Individuals satisfy cost-sharing requirements for MHBG-authorized mental health services. The Vendor must ensure that:
 - a. The Vendor is a recipient of block grant funds;
 - b. Cost-sharing is for a block grant authorized service;
 - c. Payments are in accordance with MHBG laws and regulations;
 - d. Cost-sharing payments are made directly to the Vendor of the service; and
 - e. A report is provided to ~~Beacon~~Carelon upon request that identifies:
 - i. The number of Individuals provided cost-sharing assistance;
 - ii. The total dollars paid out for cost-sharing; and

iii. Vendors who received cost-sharing funds.

- (3) Deliver MHBG services as described in the regional MHBG Project Plan for the current fiscal year approved by ~~Beacon~~Carelon and the Health Care Authority.
- (4) Provide MHBG services to promote recovery for an adult with a SMI and resiliency for SED children in accordance with federal and state requirements.
- (5) Ensure that MHBG funds are used only for services to individuals who are not enrolled in Medicaid or for services that are not covered by Medicaid as described in the following table:

Benefits	Services	Use MHBG Funds	Use Medicaid
Individual is not a Medicaid recipient	Any Allowable Type	Yes	No
Individual is a Medicaid recipient	Allowed under Medicaid	No	Yes
Individual is a Medicaid recipient	Not Allowed under Medicaid	Yes	No

- (6) MHBG funds may not be used to pay for services provided prior to the execution of this Exhibit, or to pay in advance of service delivery. All contracts and amendments must be in writing and executed by both parties prior to any services being provided.
- (7) Participate in annual peer review by individuals with expertise in the field of mental health treatment when requested by HCA (42 U.S.C. 300x-53 (a) and 45 C.R.R. 96.136, MHBG Service Provisions).
- (8) Send a representative to the regional Behavioral Health Advisory Board (BHAB) meetings to report on program data and results.

VII. Substance Abuse Block Grant (SABG): If SABG funds are received the Vendor shall:

- (1) Follow all rules and regulations of CFDA 93.959 for provision of services for the Substance Abuse Prevention and Treatment Block Grant (SABG) program when funding is used.
- (2) Meet the needs of priority populations, in priority order below, as identified in the SABG or by HCA, including but not limited to:
 - a. Pregnant individuals injecting drugs.
 - b. Pregnant individuals with SUD.
 - c. Women with dependent children.
 - d. Individuals who are injecting drugs or substances.

- e. The following additional priority populations, in no particular order:
 - i. Postpartum women (up to one year, regardless of pregnancy outcome).
 - ii. Patients transitioning from residential care to outpatient care.
 - iii. Youth.
 - iv. Offenders as defined in RCW 70.96.350.
- (3) The Vendor shall ensure that all services and activities provided under this Contract shall be designed and delivered in a manner sensitive to the needs of a diverse population;
- (4) The Vendor shall initiate actions to ensure or improve access, retention, and cultural relevance of treatment, prevention or other appropriate services, for ethnic minorities and other diverse populations in need of services under this Contract as identified in their needs assessment.
- (5) For SABG funded services, the Vendor shall ensure the following:
 - a. Within available resources, ensure that SABG services are not denied to any Eligible Individual regardless of:
 - i. The individual's drug(s) of choice.
 - ii. The fact that the individual is taking FDA approved medically-prescribed medications.
 - iii. The fact that the individual is using over the counter nicotine cessation medications or actively participating in a nicotine replacement therapy regimen
 - b. Deliver SABG services as described in the regional SABG Project Plan for the current fiscal year approved by ~~Beacon~~Carelon and the Health Care Authority.
 - c. Ensure that SABG funds are used only for services to individuals who are not enrolled in Medicaid or for services that are not covered by Medicaid as described in the following table:

Benefits	Services	Use SABG Funds	Use Medicaid
Individual is not a Medicaid recipient	Any Allowable Type	Yes	No
Individual is a Medicaid recipient	Allowed under Medicaid	No	Yes
Individual is a Medicaid recipient	Not Allowed under Medicaid	Yes	No

- (6) SABG funds may not be used to pay for services provided prior to the execution of this Exhibit, or to pay in advance of service delivery. All contracts and amendments must be in writing and executed by both parties prior to any services being provided
- (7) Participate in annual peer review by individuals with expertise in the field of drug abuse treatment when requested by HCA (42 U.S.C. 300x-53 (a) and 45 C.R.R. 96.136).

- (8) Send a representative to the regional Behavioral Health Advisory Board (BHAB) meetings to report on program data and results.
- (9) Vendor shall ensure compliance with tuberculosis screening, testing and referral, in accordance with (42 USC 300x-24(a) and 45 CFR 96.127), in the following manner:
 - a. Coordinating with other public entities to make tuberculosis services available to each Eligible Individual receiving SABG-funded SUD treatment.
 - b. The services will include tuberculosis counseling, testing, and providing for or referring infected with tuberculosis for appropriate medical evaluation and treatment.
 - c. In the case of an Eligible Individual in need of treatment service who is denied admission to the tuberculosis program on the basis of lack of capacity, the Vendor will refer the Eligible Individual to another Vendor of tuberculosis services.
 - d. Contract for case management activities to ensure the Eligible Individuals receive tuberculosis services.

VIII. Reporting Requirements.

- (1) Provision of required reports is a condition for payment.
- (2) Failure to meet reporting requirements may result in a Corrective Action Plan (CAP)
- (3) Unless there is an established SFTP site with ~~Beacon~~Carelon, reports should be submitted to the following email address, which is monitored multiple times each day: ~~BehavioralHealth~~ WAASO@carelon.com~~Beacon~~WAASO@beaconhealthoptions.com. The name of the report should be included in the email subject line.
- (4) If applicable, a copy of the transportation log shall be included with the monthly invoice.
- (5) If MHBG funding is received Vendor shall:
 - a. Using the template provided by ~~Beacon~~Carelon, the Vendor shall submit a MHBG Monthly Service Report by the 20th of each month.
 - b. Using the template provided by ~~Beacon~~Carelon, the Contractor shall submit an MHBG Annual Progress Report by July 1.
 - ~~c. Any other reports deemed necessary by Beacon to meet its reporting requirements pursuant to the terms of its agreement with the Washington State Health Care Authority and deemed necessary by Beacon to ensure quality of care and services provided to Eligible Individuals.~~
- (6) If SABG funding is received the Vendor shall:
 - a. Using the template provided by ~~Beacon~~Carelon, the Vendor shall submit a SABG Monthly Progress Service Report by the 20th of each month

- b. On a quarterly basis, on the last day of the month following the close of the quarter, Facility shall submit the SABG Capacity Management Form.
 - c. Using the template provided by BeaconCarelton, the Vendor shall submit an SABG Annual Progress Report by July 1.
 - ~~d. Any other reports deemed necessary by Beacon to meet its reporting requirements pursuant to the terms of its agreement with the Washington State Health Care Authority and deemed necessary by Beacon to ensure quality of care and services provided to Eligible Individuals.~~
- (7) Vendor will submit a co-responder quarterly report describing the aggregate number of Individuals served by the co-responder and a narrative describing successes and challenges. The quarterly report is due July 20 (April-June), October 20 (July-September), January 20 (October 31-December 31), and April 20 (January-March).
- (8) Vendor will report monthly metrics using the Co-Responder Report template provided by Beacon. Report due by the 20th of the following month.