

RESOLUTION NUMBER 7648

WHEREAS, the City of Beatrice, Nebraska, recognizes the Fraternal Order of Police Lodge 84, ("Union"), as the exclusive bargaining agent for certain employees of the City of Beatrice; and

WHEREAS, the City of Beatrice previously entered into a Union Contract with the Union; and

WHEREAS, the term of said contract, expired on September 30, 2025, and the Union notified the City that it does not desire to automatically renew the contract; and

WHEREAS, the City desires to enter into a new Union Contract with the Fraternal Order of Police Lodge 84 for a term of two (2) years.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BEATRICE, NEBRASKA:

SECTION 1. That the Mayor and City Clerk are hereby authorized to execute the Union Contract with the Fraternal Order of Police Lodge 84 for the term of two (2) years beginning on October 1, 2025 and ending on September 30, 2027. A copy of said Union Contract, marked as Exhibit "A", is attached hereto and incorporated by reference.

SECTION 2. That all other resolutions or parts of resolutions in conflict herewith are hereby repealed.

RESOLUTION PASSED AND ADOPTED this 20th day of October, 2025.

Attest:


Erin Saathoff, MMC, City Clerk

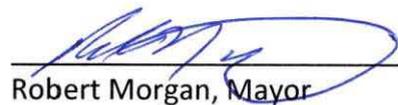

Robert Morgan, Mayor

Exhibit "A"

Bargaining Unit Contract

City of Beatrice, Nebraska

And

Fraternal Order of Police
Lodge #84

2025-2027

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AGREEMENT

This Agreement made this 20th day of October, 2025, by and between, Fraternal Order of Police Lodge #84, hereinafter referred to as the "F.O.P.", and the City of Beatrice, Nebraska, a Municipal Corporation of the first class, organized under the laws of the State of Nebraska, hereinafter referred to as "City" or "Employer."

WHEREAS, the City Council of the City of Beatrice, has recognized the F.O.P. as the exclusive collective bargaining agent for all Police Sergeants, Police Investigators, Police Officers, Public Safety Dispatchers and Community Service Officers, and,

WHEREAS, the F.O.P. recognizes the prerogative of the City of Beatrice to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority which the City of Beatrice must retain in order to properly operate and manage its affairs as required by law; and,

WHEREAS, this Agreement has, as its purpose, the promotion of harmonious relations between the City and the F.O.P. and the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work, and other conditions of employment as specifically set forth in this Agreement, not otherwise inconsistent with the ordinances of the City of Beatrice or the Statutes of the State of Nebraska, the parties hereto covenant and agree as follows:

ARTICLE 1

RECOGNITION

Section 1 The City hereby recognizes the F.O.P. as the exclusive representative of all Police Sergeants, Police Investigators, Police Officers, Public Safety Dispatchers, and the Community Service Officers.

Section 2 The City will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any individual, group, or organization for the purpose of undermining the F.O.P. or which is in conflict with this agreement.

Section 3 The City or any employee organization may request a new determination as to the majority status of the F.O.P. Such request may be made by the City if it has received written notice of at least thirty-three and one-third (33 1/3) percent of the employees of the bargaining unit as defined in Section 1, stating that they no longer desire to be represented for the purposes of collective bargaining by the F.O.P. Such request may be made by any employee organization by submitting to the City the signatures of at least thirty-three and one-third (33 1/3) percent of the employees listed in Section 1, authorizing and designating it to represent the employees as the sole exclusive bargaining agent for the purposes of collective bargaining. To be valid, signatures must be no more than six (6) months old.

Within ten (10) days of the time of the receipt of such request by the City, the City will meet with the F.O.P. and with the petitioning organization, if any, for the purpose of determining and certifying the validity of the signatures, establishing the rules, date, time and conduct of the secret ballot election, responsibility for paying the cost and certifying the results of such election. The election shall be decided by a majority of those voting. Such election will be held to determine whether a majority of the employees covered by this agreement desire to be represented by the F.O.P., by another employee's organization, or by no employee's organization.

If the majority prefers not to be represented by the F.O.P., then this agreement shall expire on its next expiration date, without renewal or any bargaining with the F.O.P. for renewal.

Section 4 Throughout this agreement the term "sworn officer" or "sworn employee" shall refer to any member of the Beatrice Police Department with the rank of police officer or sergeant.

ARTICLE 2

MANAGEMENT RIGHTS

Except where limited by express provisions of this agreement, nothing herein shall be construed or interpreted to restrict, limit, or impair the right, powers, and authority of the employer heretofore possessed and hereafter granted by virtue of law, regulations or resolution. These rights, powers, and authority include, but are not limited to, the right to manage and supervise all of its operations and establish work rules, regulations, and other terms and conditions of employment.

ARTICLE 3

CONTRACT CHANGES

Prior to the submission of any recommendation for any changes in ordinances affecting wages, fringe benefits, or working conditions, if such changes are in regard to areas covered by this contract and are in areas where City does not have discretion or prerogative, the Mayor, the Council, or their representatives will negotiate with the F.O.P. in an attempt to reach an agreement on such change. If so reached, such agreement will be reported to the City Council. Negotiations under this article shall be informal and non-binding, unless the pertinent procedures of this contract in regard to contract re-openings are followed.

ARTICLE 4

HOURS OF WORK

Section 1 Regular Hours

The regular hours of work each day shall be consecutive except that they may be interrupted by a lunch break, set as to starting time and duration by the Department Head within his or her sole discretion. The regular hours of work shall constitute a work shift.

For all employees assigned to work a scheduled twelve (12) hour work shift, such lunch break shall be one (1) hour.

For all employees assigned to work a scheduled ten (10) hour work shift, such lunch break shall be forty-five (45) minutes.

For all employees assigned to work a scheduled eight (8) hour work shift, such lunch break shall be thirty (30) minutes.

All employees holding the positions of Police Sergeant, Police Officer, and Public Safety Dispatcher, *not* assigned to work regularly scheduled eight (8) hour work shifts each week shall remain available for work during their lunch breaks. The Chief of Police may place reasonable restrictions upon the employee's activities during such lunch breaks, and such lunch breaks shall be considered regular paid hours of work.

Section 2 An employee's regular work shift shall commence at the regular starting time. All employees shall be scheduled to work a regular work shift, and each shift shall have a regular starting and quitting time. There will be no split shifts.

Section 3 Schedule Changes

No employee's schedule will be changed without at least two (2) weeks' notice, except:

- in departmentally declared emergencies,
- as provided in Section 5 of this Article, or
- if the employees whose schedule is being changed agrees to waive the two (2) week notice.

In the event of a departmentally declared emergency, all available personnel, within job classifications called to work, will initially be required to report for work.

Any Public Safety Dispatcher requesting time off, other than sick leave or approved vacation time, shall submit said request to the Lead Dispatcher and said request shall not be approved until the following. The Lead Dispatcher shall contact all eligible employees to voluntarily fill the hours requested off. If an eligible employee volunteers to fill the requested time off, then the employee's request for time off may be granted. If no eligible employee agrees to voluntarily fill the hours requested off, the Lead Dispatcher shall determine if the employee's request for time off warrants mandating an eligible employee to fill the hours requested off. If the Lead Dispatcher determines that the employee's request for time off does warrant mandating an eligible employee to fill the hours requested off then Lead Dispatcher may mandate an eligible employee to work the requested time off as outlined in Section 5. If the Lead Dispatcher determines that the employee's request for time off does not warrant mandating an eligible employee to fill the hours requested off then the Lead Dispatcher shall deny the employee's request for time off.

Section 4 Police Department Work Schedule

The work schedules showing the employee's work shifts, work days, and hours shall be posted at all times, and such schedules shall be posted at least two (2) weeks in advance. All schedule changes, other than those resulting from an employee illness, injury, or emergency, shall be posted at least two (2) weeks in advance. Employees must be notified by personal contact of any changes to their work schedule, if less than two (2) weeks' notice. Employees must be notified of any changes made to the employee's timesheet.

Section 5 Mandated Work

The Department Head or his designee will develop an overtime list for each job classification. The initial overtime list to be developed will be in ascending order beginning with the employee with the least amount of seniority. The names of new employees will be added to the top of the overtime list once they have completed the Field Training program.

When an overtime requirement is identified in advance, the Department Head or his designee shall post the opening and allow employees to sign up and volunteer for the overtime opening. The first employee signing up for the overtime opening will be scheduled and expected to work the overtime. Volunteer overtime should be distributed as evenly as possible to allow all employees the opportunity for overtime. Any employee who volunteers to work an overtime shift of six (6) hours or more will move to the bottom of the overtime list.

When overtime is unplanned and not posted in advance it will be offered first to the employees on duty the shift that precedes the overtime shift and whose name is closest to the top of the overtime list. If no on duty employees volunteer, the overtime may then be offered to off duty employees. If mandatory overtime is necessary, it will be directed to the employees on duty the shift that precedes the mandatory overtime shift and whose name is closest to the top of the overtime list. Once the employee has worked one (1) or more hours of mandatory overtime, their name will be moved to the bottom of the overtime list.

Except in the case of a departmentally declared emergency, the total hours worked when combining regularly scheduled work shift hours with mandatory overtime shall not exceed the following limits: employees assigned to work a regularly scheduled twelve (12) hour work shift shall not work more than sixteen (16) consecutive hours; employees assigned to work a regularly scheduled ten (10) hour work shift shall not work more than fourteen (14) consecutive hours; and employees assigned to work a regularly scheduled

eight (8) hour work shift shall not work more than twelve (12) consecutive hours.

An updated overtime list shall be posted in plain view.

Employees on vacation or compensatory time off shall only be considered an eligible employee for overtime as a last resort.

ARTICLE 5

WORK BREAKS

In addition to lunch breaks, each employee shift shall include two (2) break periods per shift that shall not be taken consecutively; provided that if the employee's shift is six (6) hours or less, then the employee shall have one (1) break period. The break periods shall be paid and shall be fifteen (15) minutes in duration.

ARTICLE 6

NON-DISCRIMINATION

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, disability, marital status, race, color, creed, national origin, or political affiliation. The F.O.P. shall share equally with the employer the responsibility for applying this provision of the Agreement.

ARTICLE 7

FRATERNAL ORDER OF POLICE STEWARDS

Section 1 Employees within the bargaining unit shall be represented by stewards. F.O.P. Officers will act as alternate stewards to serve in the absence of the regular stewards.

Section 2 When requested by an employee, either a steward or an F.O.P. officer, will investigate any alleged or actual grievance in his or her assigned work area and assist in its presentation. It is understood that a F.O.P. officer can assist the steward at any hearing in the grievance procedure

Section 3 When an employee presents his or her own grievance, at a step within the grievance procedure, without intervention of a F.O.P. steward, the steward shall be given an opportunity to be present.

Section 4 No steward, or F.O.P. officer shall leave his or her regularly assigned work in order to investigate a grievance without first obtaining approval of his or her supervisor outside the bargaining unit, and provided further, such approval shall not be unreasonably withheld.

Section 5 Departmental duty shall at all times have precedence over a steward or F.O.P. officer's duties as defined in this Article.

ARTICLE 8

FRATERNAL ORDER OF POLICE OFFICIAL VISITATION

Section 1 Accredited representatives of the F.O.P. shall have access to the offices and work areas of the City during working hours, provided they do not disrupt the work of other employees in the department and provided further, that the approval of the department head or his or her designated representative is granted.

Section 2 Upon ratification of any new contract, a pdf copy of the contract shall be made available to all Bargaining Unit employees.

ARTICLE 9

FRATERNAL ORDER OF POLICE ACTIVITY

Section 1 The F.O.P. agrees that its members will not solicit membership, or otherwise carry on F.O.P. activities during working hours.

Section 2 On duty employees will be permitted to attend F.O.P. meetings during their lunch and break periods, but shall remain subject to call.

ARTICLE 10

GRIEVANCE PROCEDURE

Section 1 The grievance procedure set forth herein is designed to preserve harmony and friendly relations between the City and its employees. Furthermore, the grievance procedure is to provide a just and equitable method for resolution of grievances without discrimination, coercion, restraint, or reprisal against any such employee who may submit or be involved in a grievance.

Section 2 In reducing a grievance to writing, the following information must be stated with reasonable clarity: the exact nature of the grievance, the act or acts of commission or omission, the exact date of the act or acts or commission or

omission, the identity of the party or parties who claim to be aggrieved, the identity of the party or parties alleged to have caused the grievance, if known, the specific provisions of this agreement that are alleged to have been violated, and the remedy which is sought.

Section 3 A grievance is hereby jointly defined to be any disagreement concerning the interpretation or application of the terms of this agreement.

Section 4 Grievances shall be processed in the following manner:

Step 1. Any regular employee having a grievance or his or her designated representative shall first present the grievance in writing to the employee's division supervisor or his or her designated representative, who shall not be a Bargaining Unit employee of this contract, within fourteen (14) calendar days after knowledge of its occurrence. The supervisor shall then attempt to adjust the matter and shall respond in writing to the employee, and his or her designated representative, within ten (10) calendar days after presentation of the grievance.

Step 2. If satisfactory settlement is not reached under Step 1, the grievance shall be presented by the employee, or his or her designated representative, to the Chief of Police in writing within ten (10) calendar days of receipt of the written notification set forth in Step 1. The Chief of Police shall issue a written decision to the employee and designated representative, within ten (10) calendar days from the date of receipt of this grievance.

Step 3. If satisfactory settlement is not reached under Step 2, the employee, or his or her designated representative, shall resubmit the grievance described in Step 1, above, within ten (10) calendar days of receipt of the written notification set forth in Step 2, to the City Administrator. The City Administrator shall schedule a meeting with the employee, or his or her designated representative, within ten (10) calendar days after receipt of the grievance in an attempt to settle the grievance. The City Administrator shall transmit a written answer to the employee, and his or her designated representative, within fifteen (15) calendar days after such meeting.

Step 4. If satisfactory settlement is not reached under Step 3, the employee may appeal within thirty (30) calendar days after receipt of the City Administrator's answer, to a court of competent jurisdiction.

Section 5 The time limits provided for in this article shall be strictly construed and the failure of either party to meet the time limits listed in this article relative to resubmittal of the grievance shall constitute an unconditional acceptance of

the remedy promulgated at the last step, or shall constitute a withdrawal of the grievance, whichever is appropriate.

In the event the final day of a designated time limit falls on a Saturday, Sunday, or Holiday, the time limit shall be extended to the next business day.

Section 6 The establishment of this procedure for the formal handling of grievances shall not prohibit or discourage discussion between an employee or employees and their supervisors in regard to any matter arising out of the employee's relationship with the City, and shall not prohibit or discourage the friendly solution of such matters without recourse to the formal grievance procedure. These discussions may be initiated by either party.

ARTICLE 11

STRIKES AND LOCKOUTS

Section 1 No lockout of employees shall be instituted by the employer during the term of this Agreement.

Section 2 No strikes of any kind shall be caused or sanctioned by the F.O.P. during the term of this Agreement.

ARTICLE 12

BULLETIN BOARDS

Section 1 The City agrees to make available sufficient bulletin board space for the posting of official F.O.P. notices and other official F.O.P. business on City bulletin boards.

ARTICLE 13

BARGAINING COMMITTEE

Section 1 The Bargaining Committee of the F.O.P. will include representatives from F.O.P. Lodge #84 who are employees of the Beatrice Police Department. F.O.P. Lodge #84 will also have the option of having representation from the State F.O.P. Lodge present during bargaining meetings. The F.O.P. will give to management in writing the names of the employee representatives on the Bargaining Committee.

Section 2 There will be no discrimination against any employee because of his or her duties as a F.O.P. official, steward, or committee member.

Section 3 The bargaining committee of the F.O.P and representatives of the City shall arrange a time to meet for contract negotiations. Employees of the F.O.P. bargaining committee who are on duty during said contract negotiations shall be paid to attend and be paid for time spent in such negotiations.

ARTICLE 14

HOLIDAYS

Section 1 Holidays Recognized and Observed

The following and any other days that may be designated by the Mayor and City Council shall be recognized as holidays:

New Year's Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day-After-Thanksgiving Day
Independence Day	December 24 th
Labor Day	Christmas Day

In addition to the authorized holidays specified in Section 1, the City will provide one (1) personal day off each calendar year to all eligible employees. Said personal day may be taken at any time during the year, and requests for such personal day off shall not be unreasonably denied.

Section 2 Holiday Work

If an employee is required to work on any of the holidays listed in Section 1, he or she shall be granted one and one-half (1 ½) times his or her regular hourly rate of pay, as holiday pay, for the number of hours actually worked on any shift which begins on such holiday.

If an employee is normally required to work on any of the holidays listed in Section 1 and the holiday falls on a day when the employee is absent from work due to use of the employee's annual vacation leave or compensatory time, the employee shall designate one of two options:

- a. The employee shall use a full shift of vacation and/or compensatory time AND receive eight (8) hours additional regular pay; or
- b. The employee shall designate the day as a "holiday day off" and receive the number of hours in their ordinary shift as regular pay.

Section 3 Holiday Pay for No Work Due to Regular Day off

Whenever a holiday is observed on the regular day off of an employee and the employee performs no work on such holiday, such employee shall receive the number of hours in their ordinary shift as regular pay.

Section 4 Holiday Pay for Less Than the Number of Hours of Work Performed in His/Her Ordinary Shift

Whenever an employee is scheduled to work less than eight (8) hours on any of the holidays listed in Section 1, the employee shall receive 1 ½ times his regular hourly rate of pay for the time they are scheduled to work on the holiday and straight pay for the difference between time worked and time not worked, to total the number of hours in their ordinary shift.

Section 5 Absent Without Authorized Leave

Employees who are absent without authorized leave on the workday immediately preceding or following the observed holiday shall not receive holiday pay pursuant to the provisions of this Article.

Section 6 Holidays Affecting Dispatcher Time Off

A Public Safety Dispatcher whose normal schedule would require the employee to work upon New Year’s Day, Independence Day, Thanksgiving Day, December 24th or Christmas Day shall not be allowed to take time off from their work schedule, unless another employee volunteers to work the holiday in place of the employee.

ARTICLE 15

VACATIONS

Section 1 Eligibility and Allowances

Employees shall be granted an annual paid vacation for the period specified below based upon the following service requirements:

- One (1) through Five (5) Years 80 Hours Per Year
- Six (6) through Ten (10) Years120 Hours Per Year
- Eleven (11) Years and thereafter160 Hours Per Year

A schedule showing how much vacation each employee has accumulated during each pay period shall be maintained and such employees shall be entitled to take such accumulated vacation subject to the provisions herein. Employees may take their accrued vacation hours that have been earned since the beginning of their employment according to the above schedule and may carry over the amount of vacation earned in the preceding year.

Vacation hours used shall count as hours worked during a pay period for the purposes of calculating overtime.

Section 2 Vacation Pay

The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the date immediately preceding the employee's vacation period.

Section 3 Choice of Vacation Period

An effort will be made by the Department Head to grant each employee a vacation period at the time it is desired with preference being granted to employees on the basis of length of service regardless of rank.

Section 4 Posting Vacation Times

The employer will annually post on or before November 1, a form on which employees shall designate vacation time preferred. Said form will remain posted until December 1, annually. The employer will notify the employee of the approval or denial of his/her proposed vacation period by December 15, annually.

Section 5 Work during Vacation Period

Any employee who is requested to and does work during his or her vacation period shall be paid for regular hours at the rate of two (2) times his or her regular rate and for overtime hours at a rate of three (3) times his or her regular rate of pay. If the recall is because of a departmentally declared emergency regular rates of pay shall apply. In addition, the employee's vacation (with pay) shall be rescheduled to a future period.

Section 6 Vacation Rights in Case of Layoff or Separation

Any employee who is laid off, discharged, retired or separated from the service of the employer for any reason, prior to taking his or her vacation, shall be compensated for the unused vacation he or she has accumulated at the time

of separation. In case of death, his or her estate shall be paid all of the accumulated vacation time.

ARTICLE 16

SICK LEAVE

Section 1 Allowance

Accumulated sick leave shall be used by employees only for sickness, disability, injury, and personal medical appointments. The employee shall verbally notify his immediate supervisor no later than one (1) hour before his/her regularly scheduled starting time unless his/her illness or injury prevents him/her from so doing, provided that he/she will comply with this provision at the earliest possible time. An employee shall call each day he/she is absent.

Employees shall be eligible to use sick leave after thirty (30) days service with the employer.

All employees, except employees assigned to work regularly scheduled twelve (12) hour work shifts each week, shall earn sick leave at the rate of eight (8) hours per calendar month. All employees assigned to work regularly scheduled twelve (12) hour work shifts each week, shall earn sick leave at the rate of twelve (12) hours per calendar month.

Sick leave hours used shall count as hours worked during a pay period for the purposes of calculating overtime.

Section 2 Accumulation

Employees shall start to earn sick leave from their date of hire, and they shall accumulate sick leave as long as they are in the service of the employer, up to a maximum of one thousand forty (1,040) hours.

Section 3 Unused Sick Leave

An employee shall be compensated for his/her accumulated unused sick leave hours as set forth below, if the employee has provided the City Administrator with two (2) weeks written notice of resignation from employment. Any employee leaving employment voluntarily without providing two (2) weeks written notice shall forfeit his/her accumulated unused sick leave hours. Any employee leaving employment involuntarily shall not be required to provide two (2) weeks written notice in order to receive payment for his/her accumulated unused sick leave hours.

Employees employed by the City of Beatrice shall be compensated for 50% of any accumulated unused sick leave days, up to a maximum of three hundred sixty (360) hours, when they are separated from employment for any reason, provided the employee has been employed by the City for the past five (5) years. Employees shall be compensated for 50% of any accumulated unused sick leave hours, up to a maximum of five hundred twenty hours (520) when they are permanently separated from employment as the result of retirement upon age fifty-five (55) or older, or death, provided the employee has been employed by the City for the past ten (10) years. In the event of death, payment is to be made to the named beneficiary (s) of the employee. The amount of payment for all unused sick leave is to be calculated at the employee's rate of pay in effect on the payday immediately preceding the employee's separation.

Any employee with more than one thousand forty (1,040) hours of accumulated unused sick leave as of the 1st day of January of each year shall receive payment in amount equal to 50% of the value of employees accumulated unused sick leave in excess of one thousand forty (1,040) hours. Value of employee's accumulated unused sick leave shall be the employee's rate of compensation times the number of accumulated unused sick leave hours in excess of one thousand forty (1,040) hours times 50%.

Section 4 Family Sickness or Disability

An employee may use up to one hundred sixty (160) hours per calendar year of accumulated sick leave for sickness or disability of an employee's family member and for family member medical appointments. An employee may use three (3) additional days of accumulated sick leave for family member sickness, family member disability, or family member medical appointments at the discretion of the Department Head. Family member shall mean the employee's spouse, sons, daughters, mother, father, step-parents, mother-in-law, or father-in-law, step-child, and person or persons the employee is guardian over, who are under the age of eighteen (18), and currently live in the employee's house.

Section 5 Medical Certificate

An employee may be required by the department head to submit a medical certificate for any absence for which sick leave is taken. Failure to fulfill this requirement may result in denial of sick leave. No refund of vacation time shall be allowed due to illness incurred while on vacation leave. Sick leave shall not accrue during any period of leave of absence without pay, or during a period of sick leave of one month or more.

ARTICLE 17

LEAVES OF ABSENCE WITH PAY

Section 1 Death In The Family

In the event of a death in the family, an employee may be granted time off with pay at the discretion of the Chief of Police in accordance with the following schedule or maximum allowable times:

Employee's spouse or child –	5 calendar days
Employee's mother or father –	3 calendar days
Employee's mother- in-law or father-in-law –	3 calendar days
Employee's step-mother or step-father –	3 calendar days
Employee's brother or sister –	2 calendar days
Employee's brother-in-law or sister-in-law –	2 calendar days
Employee's grandparent or grandchild–	2 calendar days
Employee's daughter-in-law or son-in-law –	3 calendar days
Employee's step-daughter or step-son –	3 calendar days
Employee's aunt, uncle, niece, or nephew –	1 calendar day

In the case of other relatives or friends, an employee may be granted time for bereavement up to a maximum of four (4) work hours. If the above schedule of times is not sufficient, then vacation time, compensatory time or leave without pay must be taken at the discretion of the department head. Eight (8) work hours maximum may be granted in cases in which an employee is a pallbearer, if the employee is not related as indicated above.

Section 2 Court and Jury Leave

Employees called for jury duty shall be granted leave with pay for the duration of such service. An employee excused from court service shall be expected to report to his or her department for work. An employee shall not be compensated under this section in a manner that will result in his or her receiving more pay than he or she normally would receive. Employees subpoenaed on matters relating to work shall be compensated on the basis of this being a work assignment.

If a police officer is subpoenaed in a civil case as a result of investigative work performed as a police officer for the City and testifies in court or at a deposition, he or she shall be compensated for two (2) hours work at his/her regular rate for each civil case. The employee agrees to submit any fees received for any such activity to the City in the amount paid by the City pursuant to this paragraph as reimbursement for such compensation.

Section 3 Military Leave

All employees who shall be members of the National Guard, Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve, and Coast Guard Reserve shall be entitled to leaves of absence in accordance with State Law. Health Insurance shall not be paid by the City for any employee while on active duty for any branch of the military, except as required by state or federal law. An Employee on military leave shall not accrue vacation time, sick time, or compensatory time and shall not be compensated.

Section 4 Administrative Leave

Employees may be granted administrative leave to attend official functions of professional organizations at their department head's discretion. Administrative leave granted to employees for this purpose shall be with pay to the extent of the normal workday or workweek. Employees who are granted time off at the direction of their department head due to inclement weather or other emergencies shall be included in this section.

Section 5 Other Administrative Leave

Employees may also, with their department head's discretionary approval, be granted leave of absence to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability.

Section 6 Injury Leave

The Employer may require medical documentation substantiating the job-related illness or injury, and the employee's inability to perform the essential functions of his or her job. Upon receipt of a release from the employee's attending physician, the Department Head may require the employee to report to work for light duty according to the City's Return to Work Policy.

If an employee is receiving workers compensation and he/she wishes to receive the difference between their normal net wage after taxes and their workers compensation payment, then the employee shall charge the necessary hours of their accumulated sick leave per day to make up the difference.

ARTICLE 18

LEAVES OF ABSENCE WITHOUT PAY

Section 1 Eligibility Requirements

Employees shall be eligible for leaves of absence after completion of their probationary period with the City. An employee on a leave of absence shall not accrue any additional sick time, vacation time, or compensatory time, shall not be paid, and the employee shall not receive any other benefits set forth in the bargaining unit agreement. The City shall not pay for the employee's health insurance. The City shall have complete discretion in determining whether or not to grant any leaves of absence under this article. This section shall not apply to employees on a military leave of absence. Employees desiring a military leave of absence shall refer to Article 17, Section 3.

Section 2 Application For Leave

All requests for leaves of absence shall be submitted in writing by the employee to his or her department head. The request shall state the reason the leave of absence is being requested, and the approximate length of time off the employee desires.

Authorization for leaves of absence shall be furnished in writing to the employee by his or her department head. Answers to requests for leaves of absence shall be answered promptly. If possible, requests for immediate leave shall be answered before the end of the shift on which the request is submitted.

A request for a short leave of absence – leave not exceeding one (1) month – shall be answered within five (5) business days. A request for a leave of absence exceeding one (1) month shall be answered within ten (10) business days.

Section 3 Return From Leave

If possible, within the City's discretion, employees shall be returned to the position they held at the time the leave of absence was requested.

Section 4 Education Leave

After one (1) year of service, a leave of absence not to exceed one (1) year, unless extended in writing, may be granted upon request to an employee for educational purposes at a recognized school of learning. If an employee

returns from such a leave, having acquired qualification for a higher rated position, the employee may be returned to the higher rated position under the conditions of this article, and also subject to the following conditions: A higher rated position became or remained open during the employee's leave and is still open at the time of the employee's return, the employee requests assignment to the higher rated position within ten (10) business days after returning from educational leave, and, civil service laws, rules and regulations shall be controlling.

Section 5 Civic Duty

Notwithstanding the other provisions of this article, employees shall be granted leave without pay when required to appear before a court or other public body on any matter not related to their work in which they are not personally involved (as a plaintiff or defendant). Any employee required to appear before a court or other public body on any matter not related to their work in which they are personally involved (such as plaintiff or defendant) shall take vacation time for the hours of work.

Section 6 Fraternal Order of Police Activity

Employees who are authorized delegates of the Fraternal Order of Police Lodge #84 to the State Fraternal Order of Police, Fraternal Order of Police Seminar or Training may, upon request, be entitled to use earned annual leave, or unpaid leave for F.O.P. Seminar or Training. The employer may limit the number of employees utilizing unpaid leave during any period for this purpose to two (2) employees.

Section 7 Absence Without Leave

Any unauthorized absence of an employee from duty shall be deemed to be an absence without pay and may be made grounds for disciplinary action by the department head. In the absence of such disciplinary action, any employee who absents himself or herself for three (3) or more days without authorized leave shall be deemed to have resigned. Such absence may be covered, however, by the department head by a subsequent grant of leave with or without pay where extenuating circumstances are found to have existed.

Section 8 Family Medical Leave Act Policy

Employees shall be covered by any Family Medical Leave Act Policy adopted by resolution of the Beatrice City Council.

Section 9 Leave of Absence

An employee requesting a leave of absence, other than a military leave of absence or an education leave of absence, must first exhaust all of their accrued vacation time, sick time, compensatory time, and family medical leave act time. An employee requesting a leave of absence, other than military leave of absence or an education leave of absence, is not required to exhaust all their education leave. A leave of absence may be granted up to a maximum of ninety (90) days at the discretion of the Department Head. During such leave of absence, the employee shall not receive compensation from the City, shall not accrue any sick time, vacation time, or compensatory time, the City shall not pay for employee's health insurance, and the employee shall not receive any other benefits set forth in this agreement. A leave of absence may be granted for reasons that qualify under the Family Medical Leave Act.

ARTICLE 19

GROUP INSURANCE AND RETIREMENT PLAN

Section 1 Group Health Insurance Plan

The City shall provide group health insurance for all full-time employees and their dependents. Full-time employees shall have the option of choosing a group health insurance plan for the employee and their dependents from the three (3) group health insurance plans offered by the City at the benefit and coverage levels which include the deductibles, co-payment amounts, co-insurance percentages, covered services, out-of-pocket limits, maximum benefit amounts, prescription benefits, employee premium contribution amounts, and other benefits as provided in Appendix "C", which is attached hereto and made a part of this Agreement.

The City shall not change any of the benefits or coverages set forth in Appendix "C" without negotiating said changes with the F.O.P. in advance. The F.O.P. shall not unreasonably withhold their consent to any changes of the group health insurance plan.

Section 2 Life Insurance

Term life insurance shall be provided for full time employees in the benefit amount of one-time annual salary. Such life insurance shall not be provided for dependents.

Section 3 Dental Coverage

The City agrees to make available to the employee and his or her family, Group Dental Coverage, at the expense of the employee, at the group rate through payroll deductions. The administrative costs of the plan will be paid by the City.

Section 4 Police Retirement Plan

The present pension plan for police officers, as required by state law, shall continue in effect according to the provisions of state law and amendments thereto for all police department employees covered by such plan.

Section 5 Non-Police Retirement Plan

The present city retirement plan for all employees of the bargaining unit, other than employees covered by the police pension plan, shall remain in effect. Employee contributions shall be six percent (6%) of each employee's gross pay for a regular work week for forty (40) hours. The City shall match each employee's contribution.

All interest accumulation on the employee's contribution shall be credited to the employee's account.

Section 6 Long Term Disability

All full-time employees shall have long term disability insurance. The City shall increase employee's wages by the amount equal to the premiums for the long-term disability insurance. Employees shall have said insurance premiums deducted from their wages.

If an employee is receiving long term disability and they wish to receive the difference between their normal net wage after taxes and their long-term disability payment, then the employee shall charge the necessary hours of their accumulated sick leave per day to make up the difference.

ARTICLE 20

SALARIES

Section 1 Wages for employees covered by this agreement for the period beginning October 1, 2025 and ending September 30, 2027 shall be in accordance with the schedules set forth in Appendix "A", payable every two weeks, based upon a work year of 2080 hours. Wages for employees covered by this agreement

for the period beginning October 1, 2025 and ending September 30, 2026 shall reflect two point seventy five percent (2.75%) pay increase and for the period beginning October 1, 2026 and ending September 30, 2027 shall reflect a three percent (3.0%) pay increase of the previous contract year wages at each step and across all pay lines in each F.O.P. job classification/position. Individual placement within such salary schedule shall be in accordance with Article 21 of this Agreement.

Section 2 Any employee designated as a night shift employee shall receive an additional night shift differential pay of thirty-seven dollars and fifty cents (\$37.50) per pay period. The Chief of Police shall designate an employee as a night shift employee.

Any employee who is unavailable to work full duty for five (5) working days or more in a pay period shall not receive the additional night shift differential pay.

Any employee working as the relief dispatcher or working as a swing shift patrolman where his/her schedule alternates between day shift and night shift hours shall be paid the night shift differential if a majority of the hours worked by the employee in the pay period are between the hours of 6:00 p.m. and 6:00 a.m.. If a majority of the hours worked by the employee in the pay period are between the hours of 6:00 a.m. and 6:00 p.m. then he/she shall not receive the additional night shift differential for that pay period.

Section 3 Any Police Officer or Public Safety Dispatcher who is assigned by the Chief of Police to train a newly-hired Police Officer or Public Safety Dispatcher shall receive fifty (.50) cents per hour in addition to their regular rate of pay during the period of time that such Police Officer or Public Safety Dispatcher is performing such duties.

Section 4 Any Public Safety Dispatcher who is assigned by the Chief of Police as the Lead Dispatcher shall receive two dollars (\$2.00) per hour in addition to their regular rate of pay during the period of time that such Public Safety Dispatcher is performing such duties.

Section 5 All pay increases shall become effective the first Saturday of the first pay period after the employee became eligible for the pay increase.

ARTICLE 21

PAY PLAN STRUCTURE

Section 1 All employees shall be considered for horizontal step increases in accordance with the pay schedules set forth in Appendix "A" upon the following basis:

Step A – Entry level

Step B – Upon six (6) months of service in Step A of the job classification and satisfactory completion of his or her probation.

Step C – After one (1) year of service in Step B of the job classification

Step D – After one (1) year of service in Step C of the job classification

Step E – After one (1) year of service in Step D of the job classification

Step F – After one (1) year of service in Step E of the job classification

Step G – After one (1) year of service in Step F of the job classification

Step H – After one (1) year of service in Step G of the job classification

Probation for sworn officers shall include six (6) months after being released from the Field Training Program.

The City reserves the right to place a new hired employee who is certified as a Law Enforcement Officer in the State of Nebraska and has prior experience at a rate of pay higher than Step A.

The City reserves the right to place a new hired employee who is certified as a dispatcher and has prior experience at a rate of pay higher than Step A.

Section 2 In no case shall any employee receive more than one horizontal step increase within any calendar year; and in no case shall any employee be advanced beyond the maximum rate of pay grade for his or her classification.

Section 3 Employees, prior to advancing in step, shall be evaluated in writing by the Employer. An evaluation shall be conducted at least yearly. The Evaluation will be conducted initially by the Employee's supervisor, being either a Police Sergeant, Police Lieutenant, Police Captain, or 911 Dispatch Supervisor. The next highest officer shall then review and discuss the evaluation with the supervisor. The next highest officer will then affirm or modify the evaluation. The supervisor and the next highest officer shall then both meet with the Employee to discuss the written evaluation. Employee shall not be evaluated solely by members of the F.O.P., but shall be evaluated solely by members of the Beatrice Police Department.

Section 4 Employees shall be eligible for a horizontal step increase as described in this section only if:

- a. The employee receives a total score that equals or is less than three (3) points multiplied by the number of evaluation categories upon the last written evaluation preceding eligibility for the horizontal step increase, with one (1) point being the best score possible and five (5) points being the worst score possible on each evaluation category; and
- b. The employee has not been subject to a documented disciplinary action, other than an oral or written warning, within the twelve-month period preceding eligibility for the horizontal step increase.

Section 5 For all employees, except as to the horizontal increase from Step A to Step B, all horizontal step adjustments for employees eligible for such increases in accordance with Section 4 shall be effective on either October 1st or April 1st, whichever occurs sooner, following eligibility for the step adjustment.

ARTICLE 22

MINIMUM TIME PAY ALLOWANCE

Section 1 Call Time

Any employee called to work outside of his or her regularly scheduled shift time shall be paid for a minimum of two (2) hours of work at 1 ½ (time and one-half) his or her regular hourly rate of pay.

Section 2 Stand-By Time

Police Sergeants and Police Officers who are required to be on "stand-by" shall be compensated for two (2) hours of pay at regular pay for each twelve (12) hours of "stand-by" assignment. As used in this section, the term "stand-by" shall mean that the Police Sergeant or Police Officer has been required by the Department Head to carry with him or her a cellular phone or a pager in order to be reached by on-duty police department personnel.

ARTICLE 23

OVERTIME AND COMPENSATORY TIME

Section 1 Definition of Compensatory Time

Compensatory time as used in this article shall mean hours during which an employee is not working, which are counted as hours actually worked during

the applicable work period and for which the employee is compensated at the employee's base hourly rate.

Section 2 When Paid

For all employees holding the positions of Public Safety Dispatcher, and Community Service Officer, overtime at the rate of one and one-half (1 ½) times the employee's base hourly rate of pay as set forth in this Agreement shall be paid for all hours actually worked in excess of forty (40) hours in the seven (7) day work period established for the above-named employees and indicated on the time sheet of the employee.

For all employees holding the positions of Police Sergeant, Police Investigator, and Police Officer, overtime at the rate of one and one-half (1 ½) times the above-named employee's base hourly rate of pay as set forth in this Agreement shall be paid for all hours actually worked in excess of eighty (80) hours in the fourteen (14) day work period established for the employee and indicated on the time sheet of the employee.

Section 3 Compensatory Time

For all employees holding the position of Public Safety Dispatcher and Community Service Officer, compensatory time, rather than overtime compensation, may be given for all hours actually worked in excess of forty (40) hours in the seven (7) day work period established for the above-named employee and indicated on the time sheet of the employee.

For all employees holding the position of Police Sergeant, Police Investigator, and Police Officer, compensatory time, rather than overtime compensation, may be given for all hours actually worked in excess of eighty (80) hours in the fourteen (14) day work period established for the above-named employee and indicated on the time sheet of the employee.

The decision as to whether compensatory time is given in lieu of overtime payment in cash shall be at the discretion of the employee. Such compensatory time shall be at the rate of one and one-half (1 ½) hours of compensatory time for each hour of overtime work. No employee shall accrue more than one hundred sixty (160) hours of compensatory time for hours worked; however, no employee shall be compensated for more than one hundred twenty (120) hours of compensatory time upon their separation from employment for any reason.

Section 4 Use of Compensatory Time

Any employee who has accrued compensatory time as set forth in Section 2 of this article and requests use of such compensatory time shall be permitted to use such time off within a reasonable period after making the request so long as such use does not unduly disrupt the operations of the department.

Section 5 Payment for Compensatory Time upon Termination of Employment

An employee who has accrued compensatory time off pursuant to Section 2 shall, upon termination of employment, be paid for the unused compensatory time at a rate of compensation, not less than;

- (a) the average base hourly rate of pay received by such employee during the last three (3) years of the employee's employment, or
- (b) the final base hourly rate received by such employee,

Whichever is the higher amount.

ARTICLE 24

SENIORITY

Section 1 Probation Period

New employees shall be added to the seniority list following completion of their City required probationary period.

For sworn employees, their probationary period shall terminate the later of their six (6) month anniversary of their graduation from the Nebraska Law Enforcement Training Center or their six (6) month anniversary of their date of hire with the City. For non-sworn employees, their probationary period shall terminate upon the six (6) month anniversary of their date of hire.

Section 2 Seniority List

The employer shall keep a current seniority list showing the continuous service of each employee. A copy of the seniority list shall be furnished to the F.O.P. upon request.

Section 3 Breaks in Continuous Service

An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, and retirement. However, if an employee returns to work in any capacity within one (1) year, the break in continuous

service shall be removed from his or her record, but shall not count as continuous service. As an example: If an employee has three (3) years of continuous service with the City and resigns January 1, 2024, but returns to employment with the City on July 1, 2024, the six (6) months that the employee was not employed by the City will not count as continuous service for step raises. The time that the employee worked in a step before their resignation shall be counted towards the one (1) year of service required for the next step raise.

There shall be no deduction from continuous service for any time lost which does not constitute a break in continuous service.

Section 4 Classification Seniority

Classification seniority is defined as an employee's continuous length of service in his or her job classification.

Section 5 Probationary Employee Evaluations

Upon request a probationary employee will be provided a written copy of his or her evaluation, no less than thirty (30) business days after completing the probationary period.

Section 6 Civil Service Laws

Where applicable, State and local Civil Service Laws, Rules and Regulations shall take precedence over this Article.

Section 7 Changing Work Shifts

At the end of each calendar year all employees holding the position of Police Sergeant, Police Officer, or Public Safety Dispatcher, will be given the opportunity to request a shift change. All requests for a shift change will be submitted to the Department Head in writing. Shift assignments shall then be made at the discretion of the Department Head. Shift assignments shall, at no time, be used as a disciplinary action by the Department Head.

If at any time during the calendar year a new position is created, an employee moves to another shift, or an employee leaves employment as a sworn officer with the Beatrice Police Department, that shift shall be determined to be an open shift and employees in that job classification shall be allowed to bid on the opening. At the time the shift opening occurs on a shift during the calendar year, the Department Head shall post notification of the shift opening, for the information of all employees in the job classification of the open shift. Any

qualified employee who is interested in the shift opening shall submit a memo stating that interest in writing to the Department Head, within the time period allotted by the Department Head. The open shift shall then be filled by the Department Head using seniority as a factor in his selection. If, for some reason the Department Head feels the employee with the most seniority would not be a good fit for the open shift, he must notify the senior employee in writing and allow them the opportunity to discuss the matter with the Department Head.

An employee on probation who has completed Field Training may be moved to and from any shift by the Chief of Police based on a performance issue.

Any further shift openings that would result from filling an open shift may be addressed and resolved by the Department Head without consideration for seniority of the assigned employee. The two (2) weeks notice required under Article 5; Section 3; Hours of Work - shall not apply for filling shift openings

In the event the department institutes an eight (8) hour shift or ten (10) hour shift then the days of rest shall be considered as part of the shift bidding procedure.

ARTICLE 25

PROMOTIONS

Section 1 The term promotion, as used in this section, means the advancement of an employee to a higher paying position. Whenever a job opening occurs, other than a temporary opening, in any existing job classification, or as a result of the development or establishment of new job classifications, a notice of such opening describing the position shall be posted on all bulletin boards for ten (10) working days. During this period, employees who wish to apply for the open position, including employees on lay off, may do so. The application shall be in writing on a form provided by the City, and it shall be submitted to the department head. The department head shall determine when a position is vacant and when it will be filled.

Section 2 All promotions shall be within the City's discretion and shall not be subject to the grievance procedure.

Section 3 A promoted employee will be placed on the City's required probationary period to determine,

- (a) his or her ability to perform the job; and
- (b) his or her desire to remain on the job.

During the required probationary period, the employee shall have the opportunity to revert to his or her previous classification. If the employee is unsatisfactory in the new position, notice and reasons will be submitted to him or her in writing by the City with a copy to the F.O.P.

Section 4 When an employee in one classification is promoted to a position in another classification, such employee shall receive a minimum pay increase that is equivalent to at least a one-step adjustment in his or her present classification; provided that in no case shall any employee be advanced beyond the maximum rate of pay grade for his or her new classification.

Section 5 Where applicable, State and local Civil Service Laws, Rules and Regulations shall take precedence over this article.

ARTICLE 26

TRANSFERS

Section 1 A transfer is defined as a change by an employee from one position to another position in the same work classification in another division, or to another work classification in the same compensation range.

Section 2 The employer will not transfer an employee for discriminatory purposes.

Section 3 Employees desiring to transfer shall submit an application in writing to the employer. The application shall state the reason for the requested transfer.

Section 4 Any employee temporarily transferred to higher rated job shall receive that higher rate of pay for all hours worked on the higher rated job. Employees temporarily transferred to a lower rated job shall maintain their regular rate of pay.

Police officers assigned to perform the duties of a Police Sergeant for at least fifty (50) hours during any fourteen (14) day work period established for the employee and indicated on the employee's time sheet, because no Police Sergeant or Police Lieutenant is on duty during those hours, shall be paid the additional amount of sixty cents (\$.60) per hour worked during such fourteen (14) day work period.

Section 5 Where applicable, State and local Civil Service Law, Rules and Regulations shall take precedence.

ARTICLE 27

LAYOFF AND RECALL

Section 1 Whenever the City determines that a reduction in work force is necessary for employees in job classifications that are not subject to the Civil Service Act, Nebraska Revised Statute Sections 19-1825 to 19-1848, the order of layoffs shall be determined by taking the following factors into consideration,

- (a) Multiple job skills recently or currently being performed by the employee;
- (b) Knowledge, skills and abilities of the employee;
- (c) Performance appraisals of the employee including any recent or pending disciplinary actions involving the employee;
- (d) The employment policies and staffing needs of the City together with contracts, ordinances and statutes related thereto;
- (e) Required federal, state or local certifications or licenses;
- (f) Nature of work to be curtailed; and
- (g) Length of Service.

Section 2 No regular full-time employee shall be laid off from any classification where there are full-time provisional, full-time probationary, or full-time temporary employees working in such classifications.

Section 3 In the event an employee becomes subject to layoff in his or her classification, and the City determines, in its discretion, that such an employee is qualified to perform duties in a lower classification, he or she shall be permitted to take a position in such lower classification at that classification's rate of pay, and any employees in such lower classifications subjected to layoffs by virtue of the provisions of this section, shall be laid off in accordance with the provisions of Section 1 hereof.

Section 4 In the event an employee becomes subject to layoff in his or her particular classification and a vacancy exists in a lower or equivalent classification for which the City determines in its discretion that he or she is qualified, he or she shall be appointed to such position on the basis of the factors set forth in Section 1 hereof.

- Section 5** The names of regular full-time employees who have been laid off shall be placed on a layoff list, and shall be eligible for re-employment for a period of two (2) years, and the employer shall rehire in the reverse order of layoff; provided, such employees are otherwise qualified to perform the duties of the position. A laid-off employee subject to recall who is employed elsewhere shall not be required by the employer to report for work until after the expiration of two (2) weeks from the date of notice. If such employee is not employed elsewhere, he or she shall be required to report to work at such reasonable times as required by the employer giving consideration to all of the attendant circumstances. The employer shall be required to provide such employees subject to recall with written registered mail notice mailed to their last known address as shown on the employer's records.
- Section 6** An employee subject to layoff shall be provided with notice thereof in writing at least fifteen (15) working days prior to the effective date of the layoff with a copy transmitted to the F.O.P.
- Section 7** Upon a change in classification caused by a layoff, the employee shall be paid at such classification rate which most nearly approximates his or her rate of pay immediately prior thereto.
- Section 8** No new full-time employees shall be hired into a classification where employees are laid off until all employees on layoff status desiring to return to work have been recalled.
- Section 9** Employees displaced by the elimination of jobs through consolidation (combining of two or more jobs), the installment of new equipment or machinery, the curtailment or replacement of existing facilities or for any other reason, shall be permitted at City's discretion to transfer to any other open job in the service of the City in the reverse order of layoff, for which the City determines that they are qualified. Any employee transferred as the result of the application of this provision shall be given any training needed to perform satisfactorily the job for which he or she is transferred.
- Section 10** The term demotion, as used in this provision, means the reassignment, not requested by the employee, of an employee from a position in one job classification to a lower paying position in the same job classification or in a different classification. In any case involving demotion, the employee involved shall have the right to elect which alternative he or she takes, the demotion or the layoff.
- Section 11** The provisions of Sections 1 to 11 of Article 27 shall not apply to employees subject to the Civil Service Act, Nebraska Revised Statutes §19-1825 to §19-

1848 and such employees shall be subject to layoffs in accordance with the policy adopted by resolution by the City Council of Employer.

ARTICLE 28

UNIFORMS AND PROTECTIVE CLOTHING

Section 1 If any employee is required to wear a uniform, protective clothing or any type of protective device as a condition of employment, such uniforms, protective clothing or protective device shall be furnished to the employee by the employer.

Section 2 Every sworn officer of the Police Department shall be paid twenty-five dollars (\$25.00) per month by the City for maintenance of required uniforms. The total annual amount shall be paid to each such employee during the last month of the fiscal year, or after an employee's termination. If an employee's employment with the city is terminated for any reason during the fiscal year the employee shall be paid a prorated share of their uniform allowance.

ARTICLE 29

EDUCATIONAL INCENTIVE

Section 1 The employer agrees to pay an employee an educational incentive payment equal to eighty percent (80%) of tuition, books, and fees subject to the following conditions: Only full-time employees are eligible and must have completed one (1) continuous calendar year of employment. The employee must notify the Chief of Police in writing by August 1 of the employee's intent to seek educational incentive payments during the next fiscal year beginning October 1 of the year the notification is made. The written notification shall specify the number of school semesters, quarters, or terms during the next fiscal year that the course(s) are intended to be taken in and the estimated course credit that the employee intends to seek education incentive payments for during the next fiscal year. The employee shall provide a written course description for the course(s) enrolled in to the Chief of Police prior to the beginning date of the course(s). The course(s) selected by the employee must be technical or professional and work-related, as determined by the Chief of Police. Within seven (7) calendar days of being provided with the written course description, the Chief of Police shall provide a written determination to the employee approving or denying the course(s) based on the course's technical or professional and work-related nature. The employee must enroll with a recognized and accredited college, university, technical school, correspondence school or the equivalent

thereof. The course must be satisfactorily completed and receipts for tuition, books, and fees must be submitted as a basis on which to compute the educational incentive payment.

Section 2 In the event an employee chooses to terminate his or her employment, the following reimbursement schedule shall apply: If within one (1) year from the date of reimbursement, the employee shall reimburse the City one hundred percent (100%) of such educational incentive payment; If after one (1) year but before two (2) years from the date of the educational incentive payment, the employee shall reimburse the City fifty percent (50%) of such educational incentive payment; If after two (2) years but before three (3) years from the date of the educational incentive payment, the employee shall reimburse the City twenty-five (25%) of such educational incentive payment; If after three (3) years from the date of the educational incentive payment, the employee shall not be required to reimburse the City for any of the educational incentive payment.

ARTICLE 30

PERSONNEL RECORD

Section 1 An employee shall be entitled to review his or her complete personnel record for a reasonable time during regular business hours and when the City Administrator or his designated representative is available to obtain the file for the employee. Such approval shall not be unreasonably withheld or delayed.

Section 2 The signing of any document or materials to be placed in the employee's personnel record will not indicate an agreement by the employee as to the contents of the document or material, but does acknowledge that the employee has observed the same.

Section 3 The employee may submit a rebuttal in writing to be placed in his/her personnel record in response to any personnel action taken by the employer or in response to other documentation placed in his/her personnel record. Such rebuttal shall constitute and remain a part of the personnel record.

Section 4 Employees shall be given a copy of any evaluation, warning, reprimand, or other disciplinary action in writing or any other documentation within three (3) working days after such document is made a part of his or her personnel record. Any written warning, reprimand or other disciplinary action shall be subject to the grievance procedure.

Section 5 Any disciplinary action taken against an employee shall remain in the employee's file pursuant to state law; however, any disciplinary action taken against an employee shall not be used against him or her for any reason after one (1) year from the date of such action.

Section 6 Where applicable State and City Civil Service Laws, Rules and Regulations, shall take precedence over the provisions of this Article.

Section 7 No record of complaints, allegations, personnel action taken, or any disciplinary action pertaining to an employee shall be kept by the employer in any location other than the personnel file maintained by the employer.

ARTICLE 31

WORK RULES

Section 1 The City shall make reasonable efforts to acquaint all employees with pertinent work rules, which shall be uniformly applied. The Labor Management and Safety Committee, created by Article 3, may discuss matters relating to work rules, but the establishment and enforcement of work rules shall be exclusively the prerogative of the City and shall not be subject to the grievance procedure.

Section 2 Any work rules initiated, established, and promulgated by the City or any other department head shall be posted on bulletin boards ten (10) working days prior to their effective date, except on emergency situations.

ARTICLE 32

ENTIRE AGREEMENT

Section 1 The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement.

ARTICLE 33

DISCIPLINE

Section 1 Disciplinary action or measures shall include the following:

Oral Reprimand

Written Reprimand (notice and reason to be given)

Suspension (notice and reason to be given in writing)

Discharge (notice and reason to be given in writing)

Demotion (notice and reason to be given in writing)

Section 2 Disciplinary action may be imposed on an employee only for just cause. Any disciplinary action imposed on an employee may be processed as a grievance if the employee is not subject to Civil Service Laws, Rules and Regulations.

Section 3 If the employer has reason to reprimand an employee, it shall be done, if possible, in a manner that will not embarrass the employee before other employees or the public.

Section 4 An employee subject to demotion, suspension, or discharge shall be notified immediately, with a copy of such notification to the Secretary of Fraternal Order of Police Lodge #84. A hearing will be scheduled prior to the effective date of demotion, suspension, or discharge if the employee requests such a hearing.

Section 5 In departments that are covered by State and City Civil Service Laws, Rules and Regulations such procedure shall be exclusive and this article shall not apply.

Section 6 For actions which may result in suspension, demotion, removal or discharge, any interrogation of an employee shall be mechanically recorded in its entirety.

ARTICLE 34

SAVINGS CLAUSE

Section 1 Should any Article, Section, or portion thereof, of this agreement be held unlawful and unenforceable by proper legislative or judicial authority or any court or competent jurisdiction, upon the issuance of such a decision, the parties shall agree immediately to negotiate a substitute for the invalidated Article, Section, or portion thereof.

Section 2 If any provision of this agreement is declared by proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this agreement shall remain in full force and effect for the duration of this agreement.

ARTICLE 35

TERMINATION OF AGREEMENT

This agreement shall be effective as of the 1st day of October, 2025 and shall remain in full force and effect until the 30th day of September, 2027. Thereafter, it shall be automatically renewed for subsequent annual periods unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date, but not more than one hundred twenty (120) days prior to the anniversary date that it desires to modify this agreement. In the event such notice is given, negotiations shall begin not later than thirty (30) days prior to the anniversary date, and this agreement shall remain in full force and effect during the period of negotiations and until notice of termination of this agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this agreement, written notice must be given to the other party not less than sixty (60) days prior to the desired termination date which shall not be before sixty (60) days from the first anniversary date of this agreement.

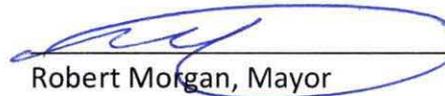
IN WITNESS WHEREOF, the parties hereto have set their hands this 20th day of October, 2025.

FRATERNAL ORDER OF POLICE
LODGE 84

CITY OF BEATRICE, NEBRASKA
A Municipal Corporation



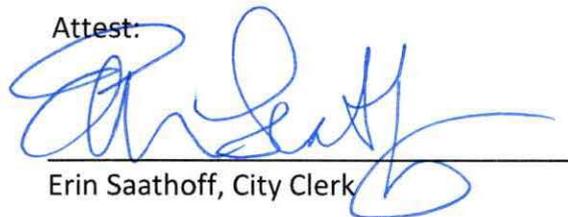
President, FOP #84



Robert Morgan, Mayor



Officer FOP #84

Attest:


Erin Saathoff, City Clerk

APPENDIX "A"
SALARY SCHEDULE EFFECTIVE 10-1-2025 THRU 9-30-2026 (HOURLY RATES)

2.75% Increase		<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>	<u>H</u>
Public Safety Dispatcher	5	\$ 21.99	\$ 23.27	\$ 24.56	\$ 25.83	\$ 27.12	\$ 28.41	\$ 29.68	\$ 30.97
Police Officer	16	\$ 28.20	\$ 30.31	\$ 32.40	\$ 34.51	\$ 36.60	\$ 38.71	\$ 40.82	\$ 42.91
Police Sergeant	21	\$ 36.50	\$ 37.84	\$ 39.22	\$ 40.71	\$ 42.24	\$ 43.86	\$ 45.52	\$ 47.22

APPENDIX "A"
SALARY SCHEDULE EFFECTIVE 10-1-2026 THRU 9-30-2027 (HOURLY RATES)

3.0% Increase		<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>	<u>H</u>
Public Safety Dispatcher	5	\$ 22.65	\$ 23.97	\$ 25.29	\$ 26.61	\$ 27.93	\$ 29.26	\$ 30.57	\$ 31.90
Police Officer	16	\$ 29.05	\$ 31.22	\$ 33.38	\$ 35.54	\$ 37.70	\$ 39.87	\$ 42.04	\$ 44.20
Police Sergeant	21	\$ 37.59	\$ 38.97	\$ 40.40	\$ 41.93	\$ 43.51	\$ 45.17	\$ 46.88	\$ 48.64

APPENDIX B

Name	Last Step Raise	Next Step Raise	CurrentStep	4/1/2026	10/1/2026	4/1/2027
Halley Schank	4/1/2025	4/1/2026	5D	5E	5E	5F
Amber Cooper	10/1/2025	10/1/2026	5F	5F	5G	5G
Misty Higgins	4/1/2025	at max	5H	5H	5H	5H
Frederick Naumann IV	10/1/2021	at max	5H	5H	5H	5H
Russell Jobman	10/1/2021	at max	5H	5H	5H	5H
Kasey Barnard	10/1/2019	at max	5H	5H	5H	5H
Frederick Naumann III	10/1/2018	at max	5H	5H	5H	5H
Shelena Maguire	4/1/2012	at max	5H	5H	5H	5H
Malissa Walton	4/1/2012	at max	5H	5H	5H	5H

Name	Last Step Raise	Next Step Raise	CurrentStep	4/1/2026	10/1/2026	4/1/2027
Trent Ostendorf	n/a	4/1/2026**	16A	16B	16B	16C
Matthew Harre	10/1/2025	10/1/2026	16B	16B	16C	16C
Clayton Malcom	10/1/2025	10/1/2026	16B	16B	16C	16C
Brandon Samuelson	10/1/2025	10/1/2026	16C	16C	16D	16D
Benjamin Schank	10/1/2025	10/1/2026	16D	16D	16E	16E
Brittney Ruh	4/1/2025	4/1/2026	16D	16E	16E	16F
Courtney Brauch	4/1/2025	4/1/2026	16E	16F	16F	16G
Brandon Howland	10/1/2025	10/1/2026	16F	16F	16G	16G
Kelly Byrne	4/1/2025	4/1/2026	16G	16H	16H	16H
Christien Vandergrift	10/1/2026	at max	16H	16H	16H	16H
Jennifer Klaus	4/1/2005	at max	16H	16H	16H	16H
Zachary Lauenstein	4/1/2011	at max	16H	16H	16H	16H
Kristine Mangers	4/1/2015	at max	16H	16H	16H	16H
Joseph McCormick	4/1/2015	at max	16H	16H	16H	16H
Natasha Nesbitt	10/1/2022	at max	16H	16H	16H	16H
Timothy Price	4/1/2021	at max	16H	16H	16H	16H
Ethan Jordan	4/1/2025	4/1/2026	21D	21E	21E	21F
Erin Byrne	4/1/2006	at max	21H	21H	21H	21H
Brian Carver	10/1/2010	at max	21H	21H	21H	21H
Wesley Henning	10/1/2010	at max	21H	21H	21H	21H
Shane Maloley	4/1/2016	at max	21H	16H	16H	16H

*Horizontal Advancement Schedule is subject to the provisions set forth in Article 21, Section 5.

**Contingent upon employees successfully completing probationary period and subject to the provisions set forth in Article 21, Section 5.

APPENDIX C

Summary of Covered Benefits	Plan A		Plan B		Plan C—HDHP	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Calendar Year Deductible	Embedded		Embedded		Non-Embedded	
A-Qualified HDHP?	N/A		N/A		Yes	
Individual	\$500	\$500	\$1,000	\$1,000	\$1,600	\$1,600
Family	\$1,000	\$1,000	\$2,000	\$2,000	\$3,200	\$3,200
Out-of-pocket Maximum (includes deductible, medical & rx, copays)	Embedded		Embedded		Non-Embedded	
Individual	\$1,500	\$1,500	\$2,500	\$2,500	\$3,100	\$3,100
Family	\$3,000	\$3,000	\$5,000	\$5,000	\$6,200	\$6,200
Physician Services						
Primary Care Physician/Specialist	20% after ded.	30% after ded.	20% after ded.	30% after ded.	20% after ded.	30% after ded.
Chiropractic Care	20% after ded.	30% after ded.	20% after ded.	30% after ded.	20% after ded.	30% after ded.
Visit Maximum	24 visits per year		24 visits per year		24 visits per year	
Preventive Care	Covered 100%	30% after ded.	Covered 100%	30% after ded.	Covered 100%	30% after ded.
Dental Care	20% after ded.	30% after ded.	20% after ded.	30% after ded.	20% after ded.	30% after ded.
Hospital Services						
Inpatient	20% after ded.	30% after ded.	20% after ded.	30% after ded.	20% after ded.	30% after ded.
Outpatient/Ambulatory Surgery	20% after ded.	30% after ded.	20% after ded.	30% after ded.	20% after ded.	30% after ded.
Emergency Room	20% after ded.	20% after ded.	20% after ded.	20% after ded.	20% after ded.	20% after ded.
Imaging/X-Ray						
Diagnostic Lab/X-Ray	20% after ded.	30% after ded.	20% after ded.	30% after ded.	20% after ded.	30% after ded.
High Tech Services (MRI, CT scans, etc.)	20% after ded.	30% after ded.	20% after ded.	30% after ded.	20% after ded.	30% after ded.
Prescriptions (30-day supply)	RX PLAN A		RX PLAN A			
Tier 1 (Generic)	20% (minimum \$5 copay)	Same as In-Network	20% (minimum \$5 copay)	Same as In-Network		
Tier 2 (Preferred Brand)	20% (minimum \$25 copay)		20% (minimum \$25 copay)			
Tier 3 (Non-Preferred Brand)	20% (minimum \$35 copay)		20% (minimum \$35 copay)			
Tier 4 (Specialty)	Injectables only 20% (minimum \$70 copay)		Injectables only 20% (minimum \$70 copay)			
Prescription (90-day supply)	20% + T1-\$15 min., T2-\$75 min., T3-\$105 min., T4-\$0 min.	Same as In-Network	20% + T1-\$15 min., T2-\$75 min., T3-\$105 min., T4-\$0 min.	Same as In-Network		
Prescriptions (30-day supply) Deductible:	RX PLAN B		RX PLAN B		RX PLAN B	
Tier 1 (Generic)	20% after ded.	Same as In-Network	20% after ded.	Same as In-Network	20% after ded.	Same as In-Network
Tier 2 (Preferred Brand)	20% after ded.		20% after ded.		20% after ded.	
Tier 3 (Non-Preferred Brand)	20% after ded.		20% after ded.		20% after ded.	
Tier 4 (Specialty)	Injectables only 30% after ded.		Injectables only 30% after ded.		N/A	
Prescription (90-day supply)	20% after ded.	Same as In-Network	20% after ded.	Same as In-Network	20% after ded.	Same as In-Network
	No accident benefit No deductible rollover Member is responsible for copay plus cost difference if a generic is available Step therapy Mandatory Specialty Rx		No accident benefit No deductible rollover Member is responsible for copay plus cost difference if a generic is available Step therapy Mandatory Specialty Rx		Step therapy Mandatory Specialty Rx	

Employee Cost

Plan A		
Employee		\$50/month
Employee & Spouse		\$105/month
Employee & Children		\$98/month
Family		\$160/month
Plan B		
Employee		no charge
Family		no charge
Plan C		
Employee		no charge
Family		no charge

Employer Annual HSA contribution for Plan C

Single	\$500
Family	\$1,000



MEMORANDUM

TO: Mayor & City Council **DATE SUBMITTED:** October 17, 2025
FROM: Tobias J. Tempelmeyer **FOR AGENDA OF:** October 20, 2025
City Administrator and General Manager
SUBJECT: FOP Union Contract **EXHIBIT(S):** Contract

The proposed Union Contract with the Fraternal Order of Police (FOP) is a 2-year contract that includes a 2.75% COLA in 2025 and a 3.0% COLA in 2026. The other notable change in the contract is that the salary schedule for Police Sergeants is increased. Essentially, we created a new Step H on the Sergeant's pay scale and moved all Sergeants up one step. Currently a maxed-out Sergeant earns \$2.54 per hour more than a maxed-out Police Officer which was the lowest pay differential of anyone town in our array.