

RESOLUTION NUMBER 7794

WHEREAS, the City of Beatrice, Nebraska, recognizes the Firefighters Union Local No. 1098, (“Union”), as the exclusive bargaining agent for all uniformed employees of the City of Beatrice Fire Department, except the Chief, Deputy Chief, and Captains; and

WHEREAS, on or about October 18, 2021, the City of Beatrice entered into a Union Contract with the Union (the “Union Contract”); and

WHEREAS, the City and Union desire to amend the Union Contract to establish a comp time – qualified and comp time – non-qualified bank.

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 First Amendment to the Union Contract with the Firefighters Union Local No. 1098, to establish a comp time – qualified and comp time – non-qualified bank. A copy of said Amendment, marked as Exhibit “A”, is attached hereto and incorporated by reference.

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 That all resolutions or parts of resolutions in conflict herewith are hereby repealed.

RESOLUTION PASSED AND ADOPTED this 18th day of May, 2026.

Attest:



Amanda Kuhlman, Deputy City Clerk



Robert Morgan, Mayor

AGREEMENT AMENDMENT #1

This Agreement Amendment is made and entered into by and between the City of Beatrice, Nebraska, and a Municipal Corporation, hereinafter referred to as "City," and Firefighters Union Local No. 1098, hereinafter referred to as the "Union."

WHEREAS, the City Council of the City of Beatrice, has recognized the Union as the exclusive collective bargaining agent for all uniformed employees of its Fire Department except the Chief, Deputy Chief, and Captains; and

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

WHEREAS, it is the intention of this agreement amendment to alter the Union Contract to establish a comp time – qualified and comp time – non-qualified bank.

NOW, THEREFORE, the parties agree with each other that the articles and sections identified herein, replace those similarly numbered articles and sections found in the Union Contract between the City of Beatrice, Nebraska and the Firefighters Union Local No. 1098, executed on October 18, 2021 and that all other articles and sections in the Union Contract remain in their original form:

ARTICLE 17
OVER AND CALL-TIME

Section 1 **Overtime.**

Each employee shall be paid overtime at the rate of one and one-half (1.5) times the employee's regular hourly rate for all hours actually worked in excess of two hundred twelve (212) hours in the twenty-eight (28) day work period established for the employee and indicated on the time sheet of the employee.

Employees shall be paid overtime at the rate of one and one-half (1.5) times the employee's regular hourly rate for all hours actually worked in excess of one hundred and six (106) hours in a pay period established for the employee and indicated on the time sheet of the employee.

For all employees compensatory time rather than overtime compensation may be given for all hours actually worked in excess of two hundred twelve (212) hours in a twenty-eight (28) day work period established for the

employee indicated on the time sheet of the employee. Each employee shall have two (2) comp time banks: comp time – qualified and comp time – non-qualified. Which bank an employee’s comp time goes into is determined by Federal Law. References to comp time shall include comp time – qualified and comp time – non-qualified unless otherwise stated.

Compensatory time rather than overtime compensation may be given for all hours actually worked in excess of one hundred and six (106) hours in a pay period established for the employee indicated on the time sheet of the employee.

The City determines whether compensatory time is given in lieu of overtime payment in cash shall be in the discretion of the Fire Chief or his designee; but compensatory time shall not be given unless first requested by the employee. Such compensatory time shall be at a rate of one and one half (1½) hours of compensatory time for each hour of overtime worked. No employee shall accrue more than forty-eight (48) hours of comp time – qualified and comp time – non-qualified, combined. Any employee with accrued comp time at time this Amendment is signed shall be classified as comp time – non-qualified. The employee shall specify whether they desire to use their comp time – qualified or comp time – non-qualified. If the employee fails to specify whether they desire to use their comp time – qualified or comp time – non-qualified, then the City shall select which account is used.

Section 2 Call-Time.

Any employee called to work outside of his regularly scheduled shift shall be paid for a minimum of two (2) hours of work at the overtime rate.

IN WITNESS WHEREOF, the parties hereto have set their hands this 18th day of May, 2026.

FIREFIGHTERS UNION,
LOCAL NO. 1098

CITY OF BEATRICE, NEBRASKA,
A Municipal Corporation

By [Signature]
President

By [Signature]
Robert Morgan, Mayor

By [Signature]
Vice President

Attest: [Signature]
Erin Saathoff, City Clerk

Page 2 of 2 Amanda Kuhlman, Deputy