

**RESOLUTION NUMBER 6783**

**WHEREAS**, the City of Beatrice Nebraska, recognizes the Firefighters Union, Local No. 1098, ("Union"), as the exclusive bargaining agent for certain employees of the City of Beatrice; and

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

**WHEREAS**, the term of said contract expired on September 30, 2021, and the Union notified the City that it did not desire to automatically renew the contract; and

**WHEREAS**, the City desires to enter into a new Union Contract with the Firefighters Union, Local No. 1098 for a term of six (6) 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 Firefighters Union, Local No. 1098, for the term of six (6) years beginning on October 1, 2021 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**SECTION 2.** That all resolutions or parts of resolutions in conflict herewith are hereby repealed.

RESOLUTION PASSED AND ADOPTED this 18<sup>th</sup> day of October, 2021.

Attest:

  
Erin Saathoff, CMC, City Clerk

  
Richard Clabaugh, Acting Mayor

Exhibit "A"

UNION CONTRACT  
CITY OF BEATRICE, NEBRASKA  
AND  
FIREFIGHTERS UNION  
LOCAL NO. 1098

2021-2027

## INDEX

	PAGE
AGREEMENT	3
ARTICLE 1 RECOGNITION	4
ARTICLE 2 CHECK-OFF	4
ARTICLE 3 MANAGEMENT RIGHTS	5
ARTICLE 4 LABOR MANAGEMENT AND SAFETY COMMITTEE	5
ARTICLE 5 UNION ACTIVITY	6
ARTICLE 6 GRIEVANCE PROCEDURE	6
ARTICLE 7 STRIKES	8
ARTICLE 8 HOLIDAYS	8
ARTICLE 9 VACATIONS	9
ARTICLE 10 SICK LEAVE	10
ARTICLE 11 LEAVES OF ABSENCE	13
ARTICLE 12 INSURANCE	16
ARTICLE 13 RETIREMENT PAY	17
ARTICLE 14 SALARIES	18
ARTICLE 15 CHANGE OF SHIFT OR POSITION	20
ARTICLE 16 PERFORMANCE BASED INCREASES	20
ARTICLE 17 OVER AND CALL-TIME	22
ARTICLE 18 PROMOTIONS	23
ARTICLE 19 UNIFORMS AND PROTECTIVE EQUIPMENT	23
ARTICLE 20 PERSONNEL RECORD	24
ARTICLE 21 ENTIRE AGREEMENT	24
ARTICLE 22 EDUCATIONAL PAY	25
ARTICLE 23 SAVINGS CLAUSE	25
ARTICLE 24 REOPENER CLAUSE	25
ARTICLE 25 TERMINATION OF AGREEMENT	26
EXHIBIT "A" PAY SCALE	
EXHIBIT "B" HEALTH INSURANCE SUMMARY OF COVERED BENEFITS	

## **AGREEMENT**

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

**WHEREAS**, the City has, pursuant to the statutes of the State of Nebraska, by Resolution #2314, extended its recognition to the Union as the exclusive bargaining agent for all uniformed employees of its Fire Department except the Chief, Deputy Chief, and Captains, and has, thereby consented to the practices and procedures of collective bargaining as a fair and orderly way of conducting its relations with the employees of its Fire Department insofar as such practices and procedures are appropriate to the functions and obligations of the City, acting through its Mayor and Council, to retain the right to effectively operate in a reasonable and efficient manner consonant with the paramount interest of the City and its citizens; 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 to provide, where not otherwise mandated by statute, for the salary structure, fringe benefits, and employment conditions contained in this agreement for the employees of said Fire Department covered by this agreement, to prevent interruptions of work and interference with the efficient operation of the Fire Department, and to provide an orderly and prompt method for handling and processing grievances.

**NOW, THEREFORE**, the parties agree with each other as follows:

**ARTICLE 1**  
**RECOGNITION**

- Section 1** The City does hereby recognize the Union as the exclusive representative of all uniformed employees of its fire department except the Chief, the Deputy Chief, and the Captains.
- 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 Union 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 Union by following the procedures set forth in Rule 9 of the Rules of the Commission of Industrial Relations of the State of Nebraska, as revised.

**ARTICLE 2**  
**CHECK-OFF**

- Section 1** The City agrees to deduct the Union membership each pay period from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the City Clerk by the Treasurer of the Union, and shall be certified as being duly approved by the union membership, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Treasurer by the 10<sup>th</sup> of the succeeding month, after such deductions are made. This authorization may be revoked at any time by giving written notice to the City Clerk.

**Section 2** **Authorization for Payroll Deduction**

By ..... Last Name                      First Name      Middle Name

To ..... Employer                      Department

Effective .....  
Date

I hereby request and authorize you to deduct from my earnings half the union membership dues twice each month. The amount established by the Union as monthly dues shall be withheld from the check. The amount deducted shall be paid to the Treasurer of the Union. This authorization may be revoked at any time by giving written notice to the City Clerk.

**Section 3** The City shall not be liable for the remittance of any sums other than those constituting actual deductions made; and if for any reason it fails to make a deduction for any employee as above provided, it shall make that deduction from the employee's next pay period in which union dues are normally deducted after written notification to the City Clerk of the error. If the City makes an overpayment to the Union, the City will deduct that amount from the next remittance to the Union. The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this article.

**ARTICLE 3**  
**MANAGEMENT RIGHTS**

Except where limited by express provision of this agreement, nothing herein shall be construed or interpreted to restrict, limit, or impair the right, powers, and authority of the City heretofore possessed and hereinafter granted by virtue of law, regulations or resolutions. 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. The exercise of such rights, powers and authority shall not be negotiable or reviewable by arbitration.

**ARTICLE 4**  
**LABOR MANAGEMENT COMMITTEE AND SAFETY COMMITTEE**

**Section 1** To insure continued harmonious relations and to bring about a better understanding with regard to City policies and activities, a Labor-Management Committee may be formed. This committee shall consist of three (3) members of the City, to be designated by the City, and three (3) officers of the Union, or their designates.

The purpose of this committee shall be to identify and attempt to resolve through meaningful discussions, those matters of general interest to employees and management. It will not be within the province of the committee to deal with individual grievance or with amendments to or interpretation of contractual provisions.

**Section 2** The Safety Committee shall consist of three (3) members of the City, to be designated by the City, and three (3) officers of the Union, or their designates. The purpose of this committee shall be to identify and attempt

to resolve through meaningful discussion, safety concerns of the employees or management.

**Section 3** The Safety Committee and the Labor Management Committee shall each hold a joint meeting as needed. Additional meetings may be convened at the request of either party. The party requesting such a meeting shall submit an agenda for said meeting.

## **ARTICLE 5** **UNION ACTIVITY**

The Union agrees that its members will not solicit membership in the Union or otherwise carry on union activities during working hours, or on premises of the City at any time; provided, however, Union may hold meetings of its members in an area of the Fire Department designated by the Fire Chief so long as the following limits are complied with:

- (1) The designated area is not needed for other purposes at the times scheduled for such meetings;
- (2) Such meetings are limited to no more than eight (8) times each calendar year; and
- (3) Each meeting lasts no longer than one and a half (1.5) hours.

## **ARTICLE 6** **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. This grievance procedure shall not apply where state and city Civil Service Laws, Rules and Regulations take precedence.

**Section 2** In reducing a grievance to writing, the following information must be stated with reasonable clearness:

- the exact nature of the grievance, the act or acts of 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 shall first present the grievance orally to the employee's Shift Captain within five (5) calendar days after its occurrence. The Captain shall attempt to adjust the matter and shall respond to the employee within five (5) calendar days after the 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 representative, to the Fire Chief, in writing, within five (5) calendar days after receipt of the response set forth in Step 1 above. The Fire Chief shall issue a written decision to the employee and his or her representative within five (5) calendar days from the date of receipt of the grievance.

**Step 3.** If satisfactory settlement is not reached under Step 2, the employee, or his or her representative shall resubmit the grievance described in Step 1, above, within five (5) calendar days after receipt of the written decision set forth in Step 2, to the City Administrator. The City Administrator shall schedule a meeting with the employee and his or her representative, within five (5) 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 representative within twenty (20) calendar days after such meeting.

**Step 4.** If satisfactory settlement is not reached under Step 3, the employee may appeal within ten (10) 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.

**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' 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 7**  
**STRIKES**

No right shall exist in any employee or employees to hinder, delay, limit or suspend the continuity or efficiency of any governmental service in a proprietary capacity of the City, either by strike, lockout or any other means.

Any encouragement, or promotion of strikes against the City in any form by the Union, or any employee or group of employees, shall be cause for decertification of the Union as bargaining agent for the employees and may be cause for the immediate discharge of any employee or employees who violate the provisions of this article.

**ARTICLE 8**  
**HOLIDAYS**

The following days are designated, recognized and observed as paid holidays at the rate of eight (8) hours pay at one and one-half (1.5) times the employee's regular pay for all employees, unless otherwise stated below:

New Year's Day	Memorial Day	Christmas Day
President's Day	Labor Day	
Independence Day	Thanksgiving Day	
Veterans' Day	Day After Thanksgiving	

As of January 1<sup>st</sup> of each year, all employees shall be granted holiday time off at the rate of eighty-eight (88) hours during each calendar year. Employees who begin service on or after July 1<sup>st</sup> of a calendar year shall be granted holiday time off at the rate of forty-four (44) hours during the initial calendar year. Such holiday time off must be used during the calendar year for which it was granted; provided, however, an employee may carry over unused holiday time off from the preceding year upon the express written permission of the Fire Chief. Scheduling of such holiday time shall be at the discretion of the Fire Chief.

Holidays will be observed on the day observed by the City offices. The Union understands and agrees that because of normal work schedules, some employees will be required to work on the above-described holidays.

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

Any unused Holiday time shall not be paid out upon separation from employment for any reason.

**ARTICLE 9**  
**VACATIONS**

**Section 1**     **Eligibility and Allowances.**

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

One (1) thru Five (5) years	144 hours per year
Six (6) thru Ten (10) years	192 hours per year
Eleven (11) years and thereafter	264 hours per year

Employees shall accrue a portion of their vacation hours each pay period and may take their vacation as they are accrued. An employee must have their vacation schedule approved by their Shift Captain. Employees may carry over the amount of vacation earned in the preceding 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.

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**     Scheduling of vacation shall be within the discretion of the Fire Chief. A maximum effort will be made 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.

**Section 4**      **Pay out of Vacation Leave.**

An employee shall be compensated for his/her vacation hours earned but not taken at the time of his/her separation from employment, up to a maximum of the number of vacation hours he/she could have earned that year added to his/her final pay.

**ARTICLE 10**  
**SICK LEAVE**

**Section 1**      **Allowance.**

Employees incurring any sickness or disability, which renders such employee unable to perform the duties of his or her employment, shall receive sick leave with pay.

Employees shall be eligible for sick leave after thirty (30) calendar days of service with the City, and shall earn sick leave at the rate of sixteen (16) hours per calendar month.

Sick leave hours used shall not count as hours worked during a pay period for the purposes of calculating overtime.

Abuse of the sick leave benefit will not be tolerated and will be considered a reason for dismissal.

**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 City, up to a maximum of one thousand four hundred sixty (1,460) hours.

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.

Any employee with more than one thousand four hundred sixty (1,460) hours of accumulated unused sick leave as of the 1<sup>st</sup> day of January of each year shall receive payment in amount equal to 25% of the value of employees' accumulated unused sick leave in excess of one thousand four hundred sixty (1,460) hours. Value of employee's accumulated unused sick leave shall be the employee's rate of compensation times the number of

accumulated sick leave hours in excess of one thousand four hundred sixty (1,460) hours times 25%. No employee shall receive payment for more than forty-eight (48) hours of unused sick leave in a year.

An employee's separate bank of sick leave shall not be included in any calculation regarding the City's buy back of sick leave hours an excess of one thousand four hundred sixty (1,460) hours on the 1<sup>st</sup> day of January of each year.

**Section 3      Pay out of Unused Sick Leave Upon Separation.**

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/BPW General Manager 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 shall be compensated for fifty percent (50%) of any accumulated unused sick leave hours up to a maximum of five hundred forty (540) hours, when they are permanently separated from employment for any reason; however, employees shall be compensated for seventy-five percent (75%) of any accumulated unused sick leave hours up to a maximum of seven hundred eighty (780) hours, when they are permanently separated from employment as a result of 1) retirement on or after reaching the age of 55, or 2) retirement on or after reaching the age of 50 and having 20 years of service with the City, or 3) death. In the event of death, payment is to be made to the estate 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 pay day immediately preceding the employee's separation. The amount of accumulated unused sick leave hours employee shall be compensated for upon separation from employment with the City for any reason shall not include any unused sick leave hours in the employee's separate sick leave bank.

Any employee hired after October 1, 2008 shall not be compensated for any accumulated unused sick leave upon separation from employment for any reason.

**Section 4      Medical Certificate.**

An employee may be required by the Fire Chief to submit a medical certificate for any absence for which sick leave is taken. Any employee required by the Fire Chief to submit a medical certificate for any absence for which sick leave is taken shall be reimbursed one hundred percent (100%) for the cost of obtaining said medical certificate. Failure to submit a medical certificate upon request may result in denial of sick leave. No refund of vacation time shall be allowed due to illness incurred while on vacation leave.

**Section 5      Family Sickness or Disability.**

An employee shall not use more than two hundred forty (240) hours per year of their accumulated sick leave for a sickness or disability of an employee's family member. 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 6      Work-Related Disability.**

If an employee is unable to perform the duties of his or her employment as a result of accident or other cause while in the line of duty for the City, such employee shall be granted time off with pay for the first one hundred twenty (120) shift hours that he or she is absent from work and shall be required to use accumulated sick leave hours only for the proportion of the time which is compensated by the City as described below during which he or she is absent from work in excess of one hundred twenty (120) shift hours for each such accident or other cause. The City shall deduct from the wages paid to the employee the amount the employee is entitled to receive pursuant to the Nebraska Workers' Compensation Act.

Injury leave, sick leave, and workers compensation hours used shall not count as hours worked during a pay period for the purposes of calculating overtime.

If an employee is receiving workers compensation and the wish 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.

**Section 7      Excess Sick Bank.**

In 2008 the City and Union agreed to reduce the amount of sick leave an employee could accumulate from two thousand one hundred and sixty (2,160) hours to one thousand four hundred sixty (1,460) hours. Any employee with more than one thousand four hundred and sixty (1,460) hours of accumulated unused sick leave as of October 1, 2008 retained their accumulated unused sick leave in excess of one thousand four hundred and sixty (1,460) hours in a separate bank of sick leave.

In 2015 the City and Union agreed to give employees the option to make a one-time non-reversible election to either receive payment for their separate bank of sick leave or retain their separate bank of sick leave. Employees electing to retain their separate bank of sick leave for future applicable use shall never be paid out for their separate bank of sick leave.

Michael Massey was the only employee to choose to retain his separate bank of sick leave. As of October 1, 2015 Michael Massey had a separate bank of sick leave with 585 hours.

Any employee with a separate bank of accumulated unused sick leave in excess of one thousand four hundred sixty (1,460) hours shall first use their one thousand four hundred sixty (1,460) hours of accumulated unused sick leave. Only after an employee has exhausted their one thousand four hundred sixty (1,460) hours of sick leave an employee may then use their separate bank of accumulated unused sick leave.

**ARTICLE 11  
LEAVES OF ABSENCE**

**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 Fire Chief in accordance with the following schedule of maximum allowable times:

Employee's spouse, child, mother, or father.....ten(10) consecutive calendar days

Employee's mother-in-law, father-in-law, step parents, brother, sister, brother-in-law, sister-in-law, grandparent, grandchild, daughter-in-law, son-in-law, aunt, or uncle.....five (5) consecutive calendar days

In the case of other relatives or friends, an employee may be granted time to attend the funeral up to a maximum of twelve (12) hours. If the above schedule is not sufficient, then vacation time or leave without pay must be taken. One (1) day maximum (24 hours) may be granted in cases in which an employee is a pallbearer.

Funeral leave shall not count as hours worked during a pay period for the purposes of calculating overtime.

**Section 2 Military Leave with Pay.**

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. The City shall not pay for employee's health insurance while the employee is deployed or on active duty, but employees in such situations are entitled to exercise rights pursuant to COBRA, and the City will give notification to said employees in that event.

Military leave shall not count as hours worked during a pay period for the purposes of calculating overtime.

**Section 3 Administrative Leave.**

Employees may be granted administrative leave to attend official functions of professional organizations at the Fire Chief's discretion. Administrative leave granted to employees for this purpose shall be with pay to the extent of the normal workday or workweek and such time used shall count as hours worked during a pay period for the purposes of calculating overtime. Employees who are granted time off at the discretion of the Fire Chief due to inclement weather or other emergency shall be included in this section.

**Section 4 Other Administrative Leave.**

Employees may also, with the Fire Chief'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.

Other administrative leave granted to employees for this purpose shall be with pay to the extent of the normal workday or workweek and such time used shall count as hours worked during a pay period for the purposes of calculating overtime.

**Section 5**      **Personal Leave.**

Each employee will receive twenty-four (24) hours personal leave each year upon request for said leave from the Fire Chief or designated representative. Employees hired after July 1<sup>st</sup> of a calendar year shall be granted personal leave at the rate of twelve (12) hours during the initial calendar year. The scheduling of said personal leave will be within the discretion of the Fire Chief or designated representative, shall make a reasonable effort to allow an employee to use their requested personal leave if the employee has requested their personal leave at least one (1) shift in advance.

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

Any unused Personal Leave shall not be paid out upon separation from employment for any reason.

**Section 6**      **Family Medical Leave Act Policy.**

Employees shall be covered by any Family Medical Leave Act Policy, approved by the City Council by resolution.

**Section 7**      **Leave of Absence.**

An employee may request a leave of absence of up to ninety (90) calendar days. Before an employee may request a leave of absence the employee must have exhausted all of their accumulated sick leave, personal leave, compensatory time, vacation time, and any applicable Family Medical Leave Act time. Any employee requesting a leave of absence must state the reason they are requesting a leave of absence in writing. A leave of absence will not be authorized for a period of time of less than thirty (30) calendar days. While an employee is on a leave of absence they shall not receive or accrue any compensation, vacation, sick time, personal leave, or compensatory time, and the City shall not pay for the employee's health insurance. A request for a leave of absence must be in writing.

City Administrator shall determine approval or denial of an employee's request for a leave of absence. City Administrator shall notify the employee in writing of his decision.

Leave of absence time used shall not count as hours worked during a pay period for the purposes of calculating overtime.

**ARTICLE 12**  
**INSURANCE**

**Section 1**     **Group Health Insurance.**

City shall provide all full-time employees and their dependents with group health insurance coverage. The health insurance benefits provided by the City shall remain substantially the same benefits as currently provided to employees upon the legal execution of this agreement as shown in Exhibit B.

In the event it becomes necessary to change insurance carriers or coverages, City and Union shall meet and discuss ways to maintain the level of benefits substantially equal to what is currently in effect.

**Section 2**     **Life Insurance.**

Term life insurance shall be provided for full-time employees in the benefit amount of one (1.0) times the employee's annual salary. Such life insurance shall not be provided for dependents.

**Section 3**     **Group Dental Insurance Plan.**

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**     **Group Health Insurance for Retirees.**

Any employee who retires between the ages of fifty-five (55) and sixty-four (64), who is not covered by Medicare, and who has worked full-time for the City for a continuous period of fifteen (15) years is eligible for continued coverage under the group health insurance plan described in Section 1, at the expense of the retired employee. The coverage will consist of coverage which, as of the time the coverage is being provided, is identical to the coverage provided under the plan to similarly situated employees who are currently employed by the City. Any employee seeking to extend health insurance benefits beyond retirement must provide written notification to the City within sixty (60) calendar days of the date of retirement. Such extended coverage will be terminated if the required monthly premiums for coverage as determined by the City are not remitted to the City on or before the first day of each month, when the employee dies, when the retired employee reaches the age of sixty-five

(65), or when the retired employee becomes eligible for Medicare, whichever event occurs sooner, unless otherwise required by Federal law; and coverage will not be reinstated.

**Section 5**      **Long Term Disability.**

All full time employees shall have long term disability insurance. The City shall increase employee's wages by amount equal to the premium 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 13**  
**RETIREMENT PAY**

**Section 1**      **Present Pension Plan.**

The present Pension Plan for Firefighters, as required by State Law, shall continue in effect according to the provisions of State Law and Amendments thereto for all Fire Department employees covered by such Plan.

**Section 2**      **Payment to Survivors.**

In the event a retired employee and his or her survivor beneficiary, if any, die before the aggregate amount of pension payments received by them, equal the total amount of contributions made to the Pension Plan by the retired employee without interest, the difference between the total amount of his or her contributions and the aggregate amount of pension payments received shall be paid in a single sum to such person or persons as the retired employee shall have duly designated in writing filed with the City. If there be no such designation, such difference, shall be paid to his or her duly qualified personal representative, provided that if the difference is less than \$300, the City may pay the same to such claimant or claimants as the City, in its discretion, shall determine to be entitled to the same. This section shall be construed in accordance with applicable State Law.

**ARTICLE 14**  
**SALARIES**

**Section 1** Union Employees shall receive wages set forth in the pay scale effective October 1<sup>st</sup> of each year as shown in Exhibit "A", attached hereto and incorporated herein by this reference.

Employees working "Kelly Days" will be paid for one hundred and six (106) hours of regular time and (6) hours of overtime for each pay period in which the employee works all scheduled shift hours, or uses any combination of vacation leave, holiday pay, personal leave, administrative leave, or comp time. Should the employee use sick leave, injury leave, funeral leave, military leave, or a leave of absence, such hours shall be reduced from the six (6) hour overtime calculation.

Examples:

1. Employee works no additional overtime hours, takes twenty-four (24) hours vacation, and uses forty-eight (48) hours of sick leave. Employee will be paid one hundred twelve (112) regular hours of compensation and no overtime.
2. Employee works twenty-four (24) hours overtime, takes twenty-four (24) hours vacation, and uses three (3) hours of sick leave. Employee will be paid one hundred nine (109) hours of regular time and twenty-seven (27) hours of overtime.
3. Employee works twenty-four (24) hours overtime, takes eight (8) hours of holiday pay, and eight (8) hours of personal leave. Employee will be paid one hundred six (106) hours of regular time and thirty (30) hours of overtime.
4. Employee works no overtime, and uses eight (8) hours of comp time. Employee will be paid one hundred six (106) hours of regular time and six (6) hours of overtime.

The City shall maintain a list of hours worked by each employee subject to this union contract. Upon the termination of "Kelly Days" or upon an employee's permanent separation from employment, the City shall verify the actual hours worked by the employee are equal to the hours the employee was paid. The City shall make adjustments for employees who were overcompensated or undercompensated after the date of termination of "Kelly Days" or upon the employee's permanent separation from employment.

**Section 2     EMT Pay.**

An employee serving as a Fire Fighter/EMT shall receive the Fire Fighter/EMT wages set forth in the pay scale shown in Exhibit "A". The designation of any Fire Fighter/EMT shall be within the complete discretion of the Fire Chief; and the maximum number of employees who shall receive such designation shall be established by the City.

**Section 3     Paramedic Pay.**

An employee designated by the Fire Chief to serve as a Fire Fighter/Paramedic shall receive the Fire Fighter/Paramedic wages set forth in the pay scale shown in Exhibit "A". The designation of any Fire Fighter/Paramedic shall be within the complete discretion of the Fire Chief; and the maximum number of employees who shall receive such designation shall be established by the City. It is agreed that no employee shall be designated both as Fire Fighter/EMT and as a Fire Fighter/Paramedic.

**Section 4     Longevity Pay.**

An employee with fifteen (15) years of continuous full-time service will receive a one-time payment of one thousand five hundred dollars (\$1,500.00) on the date of the first regular payday following his or her anniversary date of employment with the City for such fifteen (15) years. It is understood by the City and the Union that the following employees will be eligible for such one-time payment on the following eligibility dates:

<u>Employee</u>	<u>Date of Eligibility</u>
Nicholas Koch	12-23-2021
Jeremiah Yurka	10-22-2022

An employee with twenty (20) years of continuous full-time service will receive a one-time payment of three thousand dollars (\$3,000.00) on the date of the first regular payday following his or her anniversary date of employment with the City for such twenty (20) years. It is understood by the City and the Union that the following employees will be eligible for such one-time payment on the following eligibility dates:

<u>Employee</u>	<u>Date of Eligibility</u>
Nathan Koch	12-2-2022
Bryan Jelinek	2-22-2024
Nicholas Koch	12-23-2026

Any employee hired after October 1, 2008, shall not be compensated upon their fifteen (15) or twenty (20) years of continuous full time service with the City.

**Section 5**      **Out-of-Rank Pay.**

Any employee assigned to serve as Acting Captain for more than eleven (11) hours during a shift shall receive out-of-rank pay in the amount of an additional five (5%) percent of their base hourly wage (excluding or Paramedic pay) for each hour they serve as Acting Captain.

**ARTICLE 15**  
**CHANGE OF SHIFT OR POSITION**

**Section 1**      In the event a shift change results in an employee being scheduled to work less than one hundred twenty (120) hours in consecutive weeks, and said shift change is not at the request of the employee, then the employee shall be given the opportunity to work additional hours to compensate the employee for the reduction in the scheduled hours.

**ARTICLE 16**  
**PERFORMANCE BASED INCREASES**

Performance based salary increases, shall be granted in accordance with the following guidelines:

In order for an employee to move up a pay grade, they must have fulfilled all of the requirements for all previous pay grades. Any performance based raises above the B pay grade shall be based upon an employee's performance between October 1<sup>st</sup> and September 30<sup>th</sup> of each year and shall be granted on October 1<sup>st</sup> of the following year.

Pay Grade – Requirements employee must fulfill before receiving a performance based increase to the next pay grade:

- A) Probationary Employees
- B) Successful completion of his/her probationary period and EMT Certified.
- C) At least one (1) year of service, certified to drive ambulance, performed six (6) hours of community education in the last year preapproved by

the Fire Chief or his/her designee, no written reprimand in the last year, makes twenty-five percent (25%) of shift call backs, and an evaluation score of satisfactory or higher at last annual evaluation.

- D) At least two (2) years of service, Firefighter 1 certified, performed six (6) hours of community education in the last year preapproved by the Fire Chief or his/her designee, no written reprimand in the last year, makes twenty-five percent (25%) of shift callbacks, and an evaluation score of satisfactory or higher at last annual evaluation.
- E) At least three (3) years of service, driver certified on all vehicles except the front line engine and Aerial truck, Hazmat Tech certified, performed six (6) hours of community education in the last year preapproved by the Fire Chief or his/her designee, no written reprimand in the last year, makes twenty-five percent (25%) of shift call backs, and an evaluation score of satisfactory or higher at last annual evaluation.
- F) At least four (4) years of service, driver certified on all vehicles, performed six (6) hours of community education in the last year preapproved by the Fire Chief or his/her designee, no written reprimand in the last year, makes twenty-five percent (25%) of shift call backs, an evaluation score of satisfactory or higher at last annual evaluation and Firefighter 2 certified or successfully completed ten (10) hours of job applicable training in the last year as approved by the Fire Chief or his/her designee.
- G) At least five (5) years of service, performed six (6) hours of community education in last year preapproved by the Fire Chief or his/her designee, no written reprimand in the last year, makes twenty-five percent (25%) of shift call backs, an evaluation score of satisfactory or higher at last annual evaluation, and successful completion of Fire Officer One (1) or successfully completed twenty (20) hours of job applicable training in the last year as approved by the Fire Chief or his/her designee.
- H) At least six (6) years of service, performed six (6) hours of community education in the last year preapproved by the Fire Chief or his/her designee, no written reprimand in last year, makes twenty-five percent (25%) of shift call backs, an evaluation score of satisfactory or higher at last annual evaluation, and an Associates Degree in a related field as approved by the Fire Chief or his/her designee or successfully completed thirty (30) hours of job applicable training in the last year as approved by the Fire Chief or his/her designee.

For purposes of calculating the percentage needed for performance based raises, an employee shall be exempt from shift callbacks for prior approved training leave and on duty injury leave.

For the purpose of calculating the twenty-five percent (25%) of shift call backs for a performance based increase to the next pay grade, shift call backs that occur while an employee is on vacation, workers compensation, or FMLA shall not be included in the calculation. An employee's off duty days will count as part of the vacation exemption stated above if the employee so requests prior to the call back.

The hours of job applicable training required for Steps F, G, and H shall not include continuing education hours required by an employee to maintain his/her State of Nebraska EMT, Advanced EMT, EMS, or Paramedic License.

An employee may be designated by the Fire Chief as a "Senior Driver." The employee shall not receive any additional compensation for such designation. The designation of any "Senior Driver" shall be within the complete discretion of the Fire Chief.

## **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.

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 compensatory time.

**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.

**ARTICLE 18**  
**PROMOTIONS**

All promotions of employees of the department to fill existing positions within the department may be made from the ranks of such employees in accordance with both State and local Civil Service laws, rules and regulations of the City of Beatrice; provided that any employee to be so promoted must be qualified in accordance with both State and local Civil Service laws, rules and regulations for the position to be filled.

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 (1) step adjustment in his or present classification.

**ARTICLE 19**  
**UNIFORMS AND PROTECTIVE EQUIPMENT**

**Section 1**      **Uniforms.**

Uniforms for the employees represented by the bargaining unit shall be furnished to the employee by the City. Each member of the Fire Department shall be paid thirty dollars (\$30.00) per year by the City for maintenance of required uniforms.

**Section 2**      **Provided by City.**

Employees required to wear protective clothing or any type of protective device shall be provided such protective clothing or any protective device by the City.

Any and all protective clothing and protective devices provided by the City including but not limited to uniforms, protective clothing, devices and goggles shall remain the property of the City and shall be returned to the City upon request, or separation from employment. Any employee may retain their name patch and helmet shield upon separation from employment.

**ARTICLE 20**  
**PERSONNEL RECORD**

An employee shall be entitled to review his or her complete personnel record for a reasonable time on his or her off-duty hours, and when the City Administrator or his or her designated representative is present to obtain the file for the employee. In the event such employee disagrees with anything in such personnel record, he or she may submit a rebuttal in writing to be placed in said personnel record and affixed to any personnel action taken by the City. Such rebuttal shall constitute and remain a part of said personnel record.

**ARTICLE 21**  
**ENTIRE AGREEMENT**

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 matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the City and the Union, for the duration of this agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to, or covered in this agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

**ARTICLE 22**  
**EDUCATIONAL PAY**

**Section 1** The City shall pay each employee at his or her then existing rate of pay for hours actually attending required classes or classes required to maintain state licenses used in the performance of the duties of his or her employment and shall pay class-related expenses per policy of the Mayor and City Council.

**Section 2** **National Registry.**  
The City shall reimburse the cost of the fee for EMTs or Paramedics to be certified or recertified on the National Registry of Emergency Medical Technicians.

**ARTICLE 23**  
**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 24**  
**REOPENER CLAUSE**

**Health Insurance** - The parties hereby agree that upon execution of this Agreement should the City, upon written notice to the Fire Union, reopen Article 12 Sections 1 & 4 of this Agreement as those items relate to group health insurance, the Fire Union may reopen Article 14 Section 1 and Exhibit A of this Agreement as those items relate to wages. Such notice shall be given by the City forty-five (45) calendar days prior to the date upon which renegotiations shall begin. Both parties agree that upon reopening the parties will renegotiate in good faith changes to those Sections. Should the parties be at an impasse as it relates to these specific sections, then each party shall retain its power to seek redress pursuant to Nebraska law. All other provisions of this Agreement shall remain in full force and effect during any reopening.

**MSA** - The parties hereby agree that if during the term of this Agreement that the City of Beatrice is designated as a Metropolitan Statistical Area (MSA) by the United States Census Bureau that either party may upon written notice provided to the other party, reopen Article 12 Section 1 & 4 of this Agreement as those items relate to group health insurance and Article 14, Section 1 and Exhibit A of this Agreement as those items relate to wages. Such notice shall be given by the City forty-five (45) calendar days prior to the date upon which renegotiations shall begin. Both parties agree that upon reopening the parties will renegotiate in good faith changes to those Sections. Should the parties be at an impasse as it relates to these specific sections, then each party shall retain its power to seek redress pursuant to Nebraska law. All other provisions of this Agreement shall remain in full force and effect during any reopening.

**Inflation** – The parties hereby agree that between September 1, 2024 and September 15, 2024, the Fire Union may notify the City, in writing of its desire to reopen this Agreement, provided, that such reopening and any resulting negotiations shall be for the sole purpose of negotiating a change in the base hourly rates established in Article 14, Section 1 and Appendix "A" for employees for the period from October 1, 2024 to September 30, 2026 and provided that Union shall only have the right to reopen this Agreement at such time if the Consumer Price Index for All Urban Consumers (CPI-U) for All items in Midwest – Size Class B/C, all urban for the period beginning the month of November, 2021 and ending the month of July, 2024 increases by at least 15%. Both parties agree that upon reopening the parties will renegotiate in good faith changes to those Sections. Should the parties be at an impasse as it relates to these specific sections, then each party shall retain its power to seek redress pursuant to Nebraska law. All other provisions of this Agreement shall remain in full force and effect during any reopening.

## **ARTICLE 25**

### **TERMINATION OF AGREEMENT**

This agreement shall be effective as of the 1<sup>st</sup> day of October, 2021, and shall remain in full force and effect until the 30<sup>th</sup> day of September, 2027. Thereafter, it shall be automatically renewed for subsequent two year periods unless either party shall notify the other in writing sixty (60) calendar 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) calendar days prior to the anniversary date and this agreement shall remain in full force and effect during the period of negotiations.

IN WITNESS WHEREOF, the parties hereto have set their hands this 18<sup>th</sup> day of October, 2021.

FIREFIGHTERS UNION,  
LOCAL NO. 1098

CITY OF BEATRICE, NEBRASKA,  
A Municipal Corporation

By [Signature]  
President

By [Signature]  
~~Stan Wirth, Mayor~~ Richard Clabaugh, Acting Mayor

By [Signature]  
Vice President

Attest: [Signature]  
Erin Saathoff, City Clerk

**Exhibit A**

<b>10/1/2021 - 3.0%</b>	A	B	C	D	E	F	G	H
Fire Fighter/EMT	\$ 14.80	\$ 15.55	\$ 16.32	\$ 17.13	\$ 18.00	\$ 18.90	\$ 19.84	\$ 20.83
Fire Fighter/Paramedic	\$ 17.95	\$ 18.67	\$ 19.40	\$ 20.18	\$ 21.01	\$ 21.87	\$ 22.78	\$ 23.72

  

<b>10/1/2022 - 3.0%</b>	A	B	C	D	E	F	G	H
Fire Fighter/EMT	\$ 15.24	\$ 16.02	\$ 16.81	\$ 17.64	\$ 18.54	\$ 19.47	\$ 20.44	\$ 21.46
Fire Fighter/Paramedic	\$ 18.49	\$ 19.23	\$ 19.98	\$ 20.78	\$ 21.64	\$ 22.53	\$ 23.46	\$ 24.43

  

<b>10/1/2023 - 2.5%</b>	A	B	C	D	E	F	G	H
Fire Fighter/EMT	\$ 15.62	\$ 16.42	\$ 17.23	\$ 18.08	\$ 19.01	\$ 19.95	\$ 20.95	\$ 21.99
Fire Fighter/Paramedic	\$ 18.95	\$ 19.71	\$ 20.48	\$ 21.30	\$ 22.19	\$ 23.09	\$ 24.05	\$ 25.04

  

<b>10/1/2024 - 2.5%</b>	A	B	C	D	E	F	G	H
Fire Fighter/EMT	\$ 16.01	\$ 16.83	\$ 17.66	\$ 18.53	\$ 19.48	\$ 20.45	\$ 21.47	\$ 22.54
Fire Fighter/Paramedic	\$ 19.42	\$ 20.20	\$ 20.99	\$ 21.83	\$ 22.74	\$ 23.67	\$ 24.65	\$ 25.67

  

<b>10/1/2025 - 2.5%</b>	A	B	C	D	E	F	G	H
Fire Fighter/EMT	\$ 16.41	\$ 17.25	\$ 18.10	\$ 19.00	\$ 19.97	\$ 20.96	\$ 22.01	\$ 23.11
Fire Fighter/Paramedic	\$ 19.91	\$ 20.71	\$ 21.52	\$ 22.38	\$ 23.31	\$ 24.26	\$ 25.26	\$ 26.31

  

<b>10/1/2026 - 3.0%</b>	A	B	C	D	E	F	G	H
Fire Fighter/EMT	\$ 16.90	\$ 17.77	\$ 18.64	\$ 19.57	\$ 20.57	\$ 21.59	\$ 22.67	\$ 23.80
Fire Fighter/Paramedic	\$ 20.50	\$ 21.33	\$ 22.16	\$ 23.05	\$ 24.01	\$ 24.99	\$ 26.02	\$ 27.10

## APPENDIX B

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
<b>Annual Deductible</b>	Calendar Year		Calendar Year		Calendar Year	
Plan Year or Calendar Year	Calendar Year		Calendar Year		Calendar Year	
Individual	\$500	\$500	\$1,000	\$1,000	\$1,500	\$1,500
Family	\$1,000	\$1,000	\$2,000	\$2,000	\$3,000	\$3,000
<b>Out-of-pocket Maximum</b>	Includes Deductible, Medical & Rx copays and coinsurance		Includes Deductible, Medical & Rx copays and coinsurance		Includes Deductible, Medical & Rx coinsurance	
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
<b>Physician Services</b>						
PCP / Specialist	20% after ded.	30% after ded.	20% after ded.	30% after ded.	20% after ded.	30% after ded.
Chiro	20% after ded. 24 visit max per year	30% after ded. 24 visit max per year	20% after ded. 24 visit max per year	30% after ded. 24 visit max per year	20% after ded. 24 visit max per year	30% after ded. 24 visit max per year
<b>Preventive Care</b>						
Adult	Covered 100%	30% after ded.	Covered 100%	30% after ded.	Covered 100%	30% after ded.
Child	Covered 100%	30% after ded.	Covered 100%	30% after ded.	Covered 100%	30% after ded.
<b>Urgent Care</b>	20% after ded.	30% after ded.	20% after ded.	30% after ded.	20% after ded.	30% after ded.
<b>Hospital Services</b>						
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.	30% after ded.	20% after ded.	30% after ded.	20% after ded.	30% after ded.
<b>Lab/X-Ray</b>						
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.
<b>Prescriptions (30 days)</b>	<b>RX PLAN A</b>		<b>RX PLAN A</b>			
Tier 1	20% (minimum \$5 copay)	Same as In-network	20% (minimum \$5 copay)	Same as In-network		
Tier 2	20% (minimum \$25 copay)		20% (minimum \$25 copay)			
Tier 3	20% (minimum \$35 copay)		20% (minimum \$35 copay)			
Tier 4	Injectables only 20% (minimum \$70 copay)		Injectables only 20% (minimum \$70 copay)			
Mail Order (90 days)	20% + T1-\$15 min., T2-\$70 min., T3-\$70 min. T4-\$210 min.	Same as In-network	20% + T1-\$15 min., T2-\$70 min., T3-\$70 min. T4-\$210 min.	Same as In-network		
<b>Prescriptions (30 days)</b>	<b>RX PLAN B</b>		<b>RX PLAN B</b>		<b>RX PLAN B</b>	
Tier 1	20% after ded.	Same as In-network	20% after ded.	Same as In-network	20% after ded.	Same as In-network
Tier 2	20% after ded.		20% after ded.		20% after ded.	
Tier 3	20% after ded.		20% after ded.		20% after ded.	
Tier 4	Injectables only 30% after ded.		Injectables only 30% after ded.		N/A	
Mail Order (90 days)	20% after ded.	20% after ded.	20% after ded.	20% after ded.	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 HSA Contribution for Plan C: \$500/Single \$1,000/Family
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# BEATRICE

CITY • BOARD OF PUBLIC WORKS

## MEMORANDUM

**To:** Mayor & City Council

**Date Submitted:** October 14, 2021

**From:** Tobias J. Tempelmeyer  
City Administrator & General Manager

**For Agenda of:** October 18, 2021

**Subject:** Firefighter Contract

**Exhibit(s):**

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Our Firefighter/EMTs and Firefighter/Paramedics are represented by the Firefighters Union Local 1098. The current contract expired September 30, 2021.

The proposed contract is a six (6) year contract. This contract calls for pay increases for both Firefighter/EMTs and Firefighter/Paramedics of 3%, 3%, 2.5%, 2.5%, 2.5%, and 3%. The contract also adjusts bereavement leave based on the switch to Kelley Days a couple of years ago.

The contract may be reopened if the City desires to adjust health insurance, if Beatrice is determined to be a Metropolitan Statistical Area (MSA), or if inflation exceeds 15% between November 2021 and July 2024.

According to CIR rules, an examination of wages, pension, and health insurance in communities was conducted and our Firefighter/EMTs were at 98.7% of the midpoint. Firefighter/Paramedics were at 100% of the minimum and 97.6% of the maximum. By law we have to be between 98% and 102% of the midpoint.

The Fire Captains and Fire Chief are not covered by the Union Contract.