

**RESOLUTION NUMBER 7736**

**WHEREAS**, the City of Beatrice Nebraska (“City”), recognizes the International Brotherhood of Electrical Workers Local No. 1536, A.F.L.-C.I.O, (“Union”), as the exclusive bargaining agent for certain employees of the City of Beatrice; and

**WHEREAS**, on or about April 4, 2022, the City of Beatrice entered into a Union Contract with the Union (the “Union Contract”); and

**WHEREAS**, on or about September 15, 2025, the City and Union executed the First Amendment to the Union Contract, regarding work performed as part of mutual aid and to eliminate the maximum pay for employees represented by the Union; 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 Second Amendment to the Union Contract with the International Brotherhood of Electrical Workers Local No. 1536, A.F.L.-C.I.O., 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**SECTION 2.** That all resolutions or parts of resolutions in conflict herewith are hereby repealed.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 2<sup>nd</sup> day of March, 2026.

Attest:



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Erin Saathoff, MMC, City Clerk



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Robert Morgan, Mayor

# Exhibit "A"

## AGREEMENT AMENDMENT #2

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 International Brotherhood of Electrical Workers, Local No. 1536, 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 employees of the City/BPW, except for those job classifications set for on Appendix "A" of the Union Contract; 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 and International Brotherhood of Electrical Workers, Local No. 1536, executed on April 4, 2022 and Amendment #1 executed on September 15, 2025 and that all other articles and sections in the Union Contract remain in their original form:

### ARTICLE 11

#### LEAVES OF ABSENCE WITH AND WITHOUT PAY

**Section 4** When an employee covered by this agreement hereby is subpoenaed as a witness related to their employment, the employee shall immediately advise his/her supervisor of the service of such subpoena and the date and time such employee is required to appear in court. Such employee shall be granted sufficient leave of absence to enable him/her to make timely appearance in obedience to such subpoena and to return to his/her work after his release from further attendance in court. Such employee shall be paid by the City/BPW the difference between the witness fee and mileage paid at his/her regular rate for each hour in attendance in court, not to exceed eight (8) hours for each day while in attendance.

When an employee covered by this agreement hereby is subpoenaed as a witness not related to their employment, the employee shall immediately

advise his/her supervisor of the service of such subpoena and the date and time such employee is required to appear in court. Such employee shall take vacation time, comp time - qualified, comp time – non-qualified, or personal leave to enable him/her to make timely appearance in obedience to such subpoena and to return to his/her work after his release from further attendance in court.

**Section 9** **Leave of Absence.** Any employee who has completed their probationary period may request a leave of absence up to ninety (90) days. Before any employee may request a leave of absence the employee must have exhausted all of their accumulated sick leave, personal leave, comp time – qualified, comp time – non-qualified, 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. While an employee is on leave of absence they shall not receive or accrue any comp time – qualified, comp time – non-qualified, vacation time, sick time, personal leave, and the City/BPW shall not pay the employee, City/BPW shall not pay for the employee’s health insurance, and the employee shall not receive any other benefits set forth in this agreement.

An employee shall not be granted more than ninety (90) days of a leave of absence during a rolling calendar year.

## **ARTICLE 12**

### **GROUP HEALTH, DENTAL INSURANCE, AND LONG TERM DISABILITY**

**Section 6** **Long term Disability Insurance.** All full-time employees shall have long term disability insurance. All employees shall pay the premium for said long term disability insurance. The City/BPW shall withhold the insurance premium for the long-term disability insurance from each employee’s paycheck.

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.

While an employee is receiving long term disability, they shall not accrue any comp time – qualified, comp time – non-qualified, vacation time, sick time, and/or personal leave.

## ARTICLE 16

### OVERTIME AND CALL-TIME

- Section 1** **Overtime.** All employees shall be paid overtime at the rate of one and one-half times their regular hourly rate for all hours worked in excess of their regularly scheduled shift time, provided this is in excess of a forty (40) hour work week.
- Section 2** **Stand-by time.** If no calls are received by the regular scheduled stand-by servicemen during the night, he/she shall be paid one (1) hour at the regular overtime rate of pay for such employee with a call-out pay basis of a 1-hour minimum. Regular scheduled stand-by servicemen shall be paid in accordance with the other provisions of this Agreement, for all hours worked in addition to the one (1) hour stand-by allowed in the preceding paragraph, except that such employee relinquishes said provision to his/her Department Head/Superintendent-approved replacement when he/she reports sick. An employee, other than the regularly scheduled stand-by servicemen, called to work outside of his/her shift time shall be paid for a minimum of one (1) hour of work, but he/she must complete the requirements of the forty (40) hour work week as described in Section 1 before overtime will be computed. Stand-by time does not qualify as hours worked for FLSA; therefore, a compensatory time earned from stand-by time shall be comp time – non-qualified.
- Section 3** When an employee has put in sixteen (16) consecutive hours on the job, the employee shall be given an eight (8) hour rest period and if such rest period extends into his regularly scheduled working day, the lost regularly scheduled working hours will not affect any overtime accrued in the previous work period, it will count toward the forty (40) hour work week for the purpose of overtime computation in the work week that the hours are lost. Notwithstanding the provisions of this section, the employee may opt to work more than sixteen (16) consecutive hours upon request of the Department Head/Superintendent.
- Section 4** **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. Comp time – qualified shall be compensatory time earned by the employee subject to the Fair Labor Standard Act. Comp time – non-qualified shall be compensatory time earned by the employee that does not satisfy the Fair Labor Standard Act.

**Section 5**      **Compensatory Time.** For all employees, compensatory time rather than overtime compensation may be given for all hours actually worked in excess of forty (40) hours in the 7-day work period established for the 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 in the discretion of the employee; but compensatory time shall not be given unless first requested by the employee. Such compensatory time shall be at the rate of one and one-half hours of compensatory time for each hour of overtime work or standby time. No employee shall ever have more than one hundred and twenty (120) hours of comp time-qualified and comp time – non-qualified on the books. The one hundred and twenty (120) hours of comp time may be split between comp time-qualified and comp time – non-qualified but shall not exceed one hundred and twenty (120) hours. No employee shall use more than one hundred and twenty (120) hours of comp time in a year (January 1<sup>st</sup> to December 31<sup>st</sup>). An employee may be able to use more than one hundred and twenty (120) hours of comp time in a year if the additional comp time is used pursuant to the Return-to-Work Policy. Any employee with accrued comp time at time this Amendment is signed shall be classified as comp time – non-qualified.

**Section 6**      **Use of Compensatory Time.** Any employee who has accrued compensatory time as set forth in Section 5 of this Article and request 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. 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/BPW shall select which account is used.

**Section 7**      **Payment for Compensatory Time Upon Termination of Employment.** An employee who has accrued compensatory time off pursuant to Section 5 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 higher.

IN WITNESS WHEREOF, the parties hereto have set their hands this 2nd day of March, 2026.

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS  
Local No. 1536 A.F.L.-C.I.O.

CITY OF BEATRICE, NEBRASKA,  
A Municipal Corporation

By [Signature]  
President

By [Signature]  
Robert Morgan, Mayor

By \_\_\_\_\_  
Vice President

Attest: [Signature]  
Erin Saathoff, City Clerk