

RESOLUTION NUMBER 7743

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, on or about October 20, 2025, 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 Fraternal Order of Police Lodge 84, 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 That all resolutions or parts of resolutions in conflict herewith are hereby repealed.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 16th day of March, 2026.

Attest:



Amanda Kuhlman, Deputy City Clerk



Robert Morgan, Mayor

Exhibit "A"

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 Fraternal Order of Police Lodge #84, 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 Police Sergeants, Police Investigators, Police Officers, Public Safety Dispatchers and Community Service Officers; 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 Fraternal Order of Police Lodge #84, executed on October 20, 2025 and that all other articles and sections in the Union Contract remain in their original form:

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. References to comp time shall include comp time – qualified and comp time – non-qualified unless otherwise stated. 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.

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 comp time – qualified and comp time – non-qualified for hours worked combined; however, no employee shall be compensated for more than one hundred twenty (120) hours of comp time – qualified and comp time – non-qualified combined upon their separation from employment for any reason. Any employee with accrued comp time at time this Amendment is signed shall be classified as comp time – non-qualified.

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. 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 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.

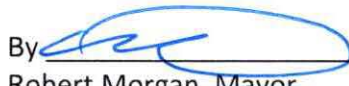
IN WITNESS WHEREOF, the parties hereto have set their hands this 12th day of March, 2026.

FRATERNAL ORDER OF POLICE
LODGE 84

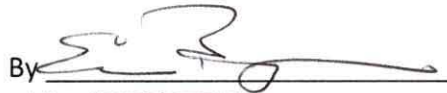
CITY OF BEATRICE, NEBRASKA,
A Municipal Corporation

By 

President

By 

Robert Morgan, Mayor

By 

-Vice President
Treasurer

Attest: 

Erin Saathoff, City Clerk
Amanda Kuhlman, Deputy