City of Omaha
Jean Stothert, Mayor

Human Resources Department

Omaha/Douglas Civic Center
1819 Farnam Street, Suite 506
Omaha, Nebraska 68183-0506
(402) 444-5300
FAX (402) 444-5314
FAX (402) 444-5317

Deborah K. Sander
Director

FEB 25 '25 PM 2:04

Honorable President

and Members of the City Council,

The attached Ordinance is to approve a Labor Agreement between the City of Omaha and the Professional Fire Managers Association for the three (3) year period between 2025 and 2027. This Bargaining Group includes the Fire Chief and the Assistant Fire Chiefs.

If approved, this Labor Agreement provides for the following:

1.) **Wages.** Fire Management will receive wage increases of 5.0% in 2025, 4.0% in 2026, and 3.0% in 2027. This annual increase is consistent with the recent negotiations with rank and file firefighters. The City has also agreed that all Fire Management members with 24 years of service and three years of service in Fire Management shall be placed at the top pay step. This mirrors language recently provided to Police Management.

2.) **Health Insurance.** Fire Management employees will receive the same contribution into their health savings account as other City employees have in recent contracts:

2025

Employee only:
$2,200 Lump Sum

Employee Plus One and Family:
$4,400 Lump Sum

2026 and 2027

Employee only:
$2,300 Lump Sum

Employee Plus One and Family:
$4,600 Lump Sum

3.) Members of Fire Management will be able to carryover a total of 320 hours of annual leave from one payroll year to another, an increase from the current carryover total of 280 hours. This matches the carryover limits that Police Management receives.

4.) Members of Fire Management who qualify for annual leave sellback in 2026, shall be permitted to sell back 80 hours of annual leave. The current limit of 40 hours will remain in place for 2025 and for years after 2026.

5.) Members of Fire Management will have their holiday pay adjusted to match the amounts recently negotiated with Local 385. This change accounts for the addition of the Juneteenth paid holiday.

6.) Members of Fire Management holding the rank of Assistant Chief shall be eligible to promote to the rank of Fire Chief within and until the conclusion of their Deferred Retirement Option Program (DROP) participation. This matches the amendment the change made for Police Management in 2024.

7.) Members of Fire Management will see a change in the distribution of their paid leave at the time of retirement from 65%/35% into 401(a)/HRA to 75% for the 401(a) and 25% into the HRA. This will affect all members at the time of their retirement from the City.

Respectfully submitted,

Deborah K Sander 2/22/2025

Deb Sander — Date
Human Resources Director

Referred to City Council for Consideration:

Tina Stothert 2/24/25

Mayor's Office/Title — Date

Approved:

2/21/25

Bernard J. in den Bosch — Date
Deputy City Attorney

Approved as to Funding:

2-24-25

FOR Stephen B. Curtiss — Date
Finance Director
AA

2025\20830sel

ORDINANCE NO. 44211

AN ORDINANCE to amend Section 23-177, 23-178, 23-403, 23-550, 23-556, and 23-566 of Chapter 23 of the Omaha Municipal Code and to add Section 23-573 to the Omaha Municipal Code to reflect changes negotiated between the City of Omaha and the Professional Fire Service Manager Association for the years 2025 to 2027; to provide that any ordinances of the City of Omaha, and any rules and regulations promulgated thereunder, which are in conflict with this Ordinance shall not be applicable to those employees in the Professional Fire Service Manager Association; and to provide the effective date hereof.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

Section 1. Due to the length of the effected ordinances, Omaha City Council Rule VII(B) requiring amending ordinances to recite the entire section is hereby waived solely for the purposes of Section 2 of this Ordinance and only the lined-out material to be deleted and the underlined material to be added shall be recited herein.

Section 2. That Section 23-177 of the Omaha Municipal Code is hereby amended as follows:

Sec. 23-177. Classifications and pay rates schedule.

The following are the classifications and pay rates for employment with the city.

C. CLASSIFICATIONS—FIRE MANAGEMENT

~~2023 SALARIES: Effective December 25, 2022 (3.0 percent increase over 2022 annual salaries.)~~

~~Class Code~~	~~Class Title~~	~~Pay Range~~	~~A~~	~~B~~	~~C~~
~~2610~~	~~Assistant Fire Chief~~	~~(1MF—AN)~~	~~155,251~~	~~157,414~~	~~159,619~~
~~2620~~	~~Fire Chief~~	~~(5 MF—AN)~~	~~185,328~~	~~187,138~~	~~188,968~~
		~~Pay Range~~	~~D~~	~~E~~	~~F~~
	~~Assistant Fire Chief~~	~~(1MF—AN)~~	~~161,845~~	~~164,112~~	~~166,400~~

	~~Fire Chief~~	~~(5 MF—AN)~~	~~190,819~~	~~192,670~~	~~194,542~~
		~~Pay Range~~	~~G~~		
	~~Assistant Fire Chief~~	~~(1MF—AN)~~	~~168,750~~		
	~~Fire Chief~~	~~(5 MF—AN)~~	~~196,456~~		

~~2024 SALARIES: Effective December 24, 2023 (3.0 percent increase over 2023 annual salaries.)~~

~~Class Code~~	~~Class Title~~	~~Pay Range~~	~~A~~	~~B~~	~~C~~
~~2610~~	~~Assistant Fire Chief~~	~~(1MF—AN)~~	~~159,910,~~	~~162,157~~	~~164,424~~
~~2620~~	~~Fire Chief~~	~~(5 MF—AN)~~	~~190,882~~	~~192,733~~	~~194,605~~
		~~Pay Range~~	~~D~~	~~E~~	~~F~~
	~~Assistant Fire Chief~~	~~(1MF—AN)~~	~~166,733~~	~~169,062~~	~~171,434~~
	~~Fire Chief~~	~~(5 MF—AN)~~	~~196,498~~	~~198,411~~	~~200,346~~
		~~Pay Range~~	~~G~~		
	~~Assistant Fire Chief~~	~~(1MF—AN)~~	~~173,805~~		
	~~Fire Chief~~	~~(5 MF—AN)~~	~~202,342~~		

2025 SALARIES: Effective December 22, 2024 (5.0 percent increase over 2024 annual salaries.)

Class Code	Class Title	Pay Range	A	B	C
2610	Assistant Fire Chief	(1MF—AN)	167,898,	170,269	172,640
2620	Fire Chief	(5 MF—AN)	200,429	202,363	204,339
		Pay Range	D	E	F
	Assistant Fire Chief	(1MF—AN)	175,074	177,507	180,003
	Fire Chief	(5 MF—AN)	206,315	208,333	210,371
		Pay Range	G		
	Assistant Fire Chief	(1MF—AN)	182,499		
	Fire Chief	(5 MF—AN)	212,451		

2026 SALARIES: Effective December 21, 2025 (4.0 percent increase over 2025 annual salaries.)

Class Code	Class Title	Pay Range	A	B	C
2610	Assistant Fire Chief	(1MF—AN)	174,616	177,070	179,546

2620	Fire Chief	(5 MF—AN)	208,437	210,454	212,514
		Pay Range	D	E	F
	Assistant Fire Chief	(1MF—AN)	182,083	184,600	187,200
	Fire Chief	(5 MF—AN)	214,573	216,674	218,795
		Pay Range	G		
	Assistant Fire Chief	(1MF—AN)	189,800		
	Fire Chief	(5 MF—AN)	220,958		

2027 SALARIES: Effective December 20, 2026 (3.0 percent increase over 2026 annual salaries.)

Class Code	Class Title	Pay Range	A	B	C
2610	Assistant Fire Chief	(1MF—AN)	179,858	182,374	184,933
2620	Fire Chief	(5 MF—AN)	214,698	216,778	218,899
		Pay Range	D	E	F
	Assistant Fire Chief	(1MF—AN)	187,554	190,133	192,816
	Fire Chief	(5 MF—AN)	221,000	223,184	225,368
		Pay Range	G		
	Assistant Fire Chief	(1MF—AN)	195,499		
	Fire Chief	(5 MF—AN)	227,594		

For purposes of seniority, all members of fire management will have their seniority date established to be the date of the vacancy that they filled, if applicable.

Section 3. That Section 23-178 of the Omaha Municipal Code is hereby amended as follows:

"**Sec. 23-178. - Step increases.**

(a) *Classification—Civilian management.*

Step	*Requirement*
A	Initial hire
B	6 months at "A"
C	6 months at "B"
D	1 year at "C"
E	1 year at "D"
F	1 year at "E"
G	1 year at "F"
H	1 year at "G"

I	1 year at "H"
J	1 year at "I"
K	1 year at "J"

(aa) *Classification—Administrative and Executive.*

Step	*Requirement*
A	Initial hire
B	6 months at "A"
C	6 months at "B"
D	1 year at "C"
E	1 year at "D"
F	1 year at "E"
G	1 year at "F"
H	1 year at "G"
I	1 year at "H"
J	1 year at "I"
K	1 year at "J"

(b) *Unclassified—Part time and seasonal workers.* Pay increases shall be given at the discretion of the department director based upon length of service, merit and fitness.

(c) *Classification—Fire management.* ~~Commencing on December 25, 2022 (2023 Payroll year), the following Classification - Fire Management shall detail step progression.~~

Classification—Fire management.

Step	*Requirement*
A	Initial promotion/Hire
B	6 months at "A"
C	1 year at "B"
D	1 year at "C"
E	1 year at "D"
F	1 year at "E"
G	1 year at "F"

Any member of Fire management with twenty-four (24) years of service with the City and three (3) years of service as a member of Fire management shall be placed at the top step.

(d) *Classification—Police management.*

Classification—Deputy Police Chief.

Step	*Requirement*
A	Initial promotion/Hire
B	6 months at "A"
C	1 year at "B"

D	1 year at "C"
E	1 year at "D"
F	1 year at "E"

Classification—Police Chief.

Step	*Requirement*
A	Initial promotion/Hire
B	6 months at "A"
C	1 year at "B"
D	1 year at "C"
E	1 year at "D"
F	1 year at "E"
G	1 year at "F"

Any member of Police management with twenty-four (24) years of service with the City and three (3) years of service as a member of Police management shall be placed at the top step.

(e) *Classification—Civilian bargaining unit.*

Step	*Requirement*
A	Initial hire
B	6 months at "A"
C	6 months at "B"
D	1 year at "C"
E	1 year at "D"
F	1 year at "E"
G	1 year at "F"
H	1 year at "G"
I	1 year at "H"
J	1 year at "I"
K	1 year at "J"

(f) *Classification—Functional positions.*

Step	*Requirement*
A	Initial hire
B	1 year at "A"
C	1 year at "B"
D	1 year at "C"
E	1 year at "D"
F	1 year at "E"
G	1 year at "F"
H	1 year at "G"
I	1 year at "H"

J	1 year at "I"
K	1 year at "J"

(g) *Classification—Fire bargaining unit.*

Probationary Firefighter

Step	*Requirement*
T	Initial hire

Firefighter

Step	*Requirement*
A	6 months at “T”
B	12 months at “A”
C	12 months at “B”
D	12 months at “C”
E	12 months at “D”
F	12 months at “E”
G	12 months at “~~G~~F”

Fire Apparatus Engineer~~, Fire Captain, Drill Master, EMS Shift Supervisor~~

Step	*Requirement*
A	Initial promotion
B	8 months at “A”
~~C~~	~~8 months at “B”~~
~~D~~	~~8 months at “C”~~
~~E~~	~~8 months at “D”~~
~~F~~	~~8 months at “E”~~
~~G~~	~~8 months at “F”~~

Fire Captain, EMS Shift Supervisor

Step	*Requirement*
A	Initial promotion
B	8 months at “A”
C	8 months at “B”
D	8 months at “C”
E	8 months at “D” (Captain Only)

Assistant Fire Marshall / Battalion Fire Chief

Step	*Requirement*
A	Initial promotion
B	10 ~~10.5~~ months at "A"

C	10 ~~10.5~~ months at “B”
D	10 ~~10.5~~ months at “C”
~~E~~	~~10.5 months at “D”~~
~~F~~	~~10.5 months at “E”~~
~~G~~	~~10.5 months at “F”~~
~~H~~	~~10.5 months at “G”~~
~~I~~	~~10.5 months at “H”~~

(h) *Classification—Police bargaining unit.*

Police officer

Step	*Requirement*
A	Initial Hire
B	1 year at "A"
C	1 year at "B"
D	1 year at "C"
E	1 year at "D"
F	1 year at "E"
G	1 year at “F”
H	1 year at “G”
I	1 year at “H”

Police sergeant

Step	*Requirement*
A	Initial promotion
B	1 year at “A”
C	1 year at “B”
D	1 year at “C”
E	1 year at “D”
F	1 year at “E”
G	1 year at “F”

Police Lieutenant

Step	*Requirement*
A	Initial promotion
B	1 year at “A”
C	1 year at “B”
D	1 year at “C”
E	1 year at “D”
F	1 year at “E”

Police Captain

Step	*Requirement*

A	8 to 11 years of service at time of promotion
B	12 to 19 years of service at time of promotion
C	18 months at "B"
D	18 months at "C"
E	20 or more years of service at time of promotion OR 18 months at "D"

Any Sergeant or Lieutenant or Captain with 20 years of service is placed at the top step

For those classifications in sections (a), (aa), and (e), when an employee's initial step placement, whether due to a promotion or reallocation to a new classification, is at any step other than the A step, then the initial step the employee is placed at will be for 6 months and the subsequent step will be for 6 months unless the employee is hired above the minimum as contemplated by Section 23-144. In the event that the employee is hired above the minimum, they shall progress to subsequent steps as established by the step progression detailed in Section 23-178."

Section 4. That Section 23-403 of the Omaha Municipal Code is hereby amended as follows:

Sec. 23-403. – Health care benefits.

A. *Health care for police management employees.*

(a) Police management employees will have the same high deductible healthcare plan (HDHP) that is being implemented for police bargaining employees effective January 1, 2018. If the city negotiates a new health care plan with the Omaha Police Officers Association during the term of this agreement, then the police management group will have the ability to inform the city that they want to move to the same plan and the city shall do so. The health care plan provided herein shall be set forth in the summary plan description on file with and administered by the city's third party administrator or health insurance provider. The city shall provide employees with a written summary of the health care benefits herein. Such health care coverage shall commence on the first day of employment.

(b) The health care benefits shall include, without limitation:

(1) In-patient hospital precertification: All in-hospital admissions must be certified. Planned admissions must be certified in advance. Emergency admissions must be certified within 24 hours of admission or as soon as medically possible. The penalty for failure to certify is $500.00 of the hospital charges. Hospitalizations beyond the certified number of days must be recertified. If the hospitalization is recertified, there is no penalty. The penalty for hospitalization past certified number of days without recertification is a reduction by 50 percent of both physician and hospital charges.

(2) Hospital certifications (and recertifications) shall be phoned in to a telephone number provided each employee on his/her I.D. card. The employee or any person on his behalf (e.g., spouse, nurse, doctor, hospital personnel) may

precertify. Any disputes regarding precertification or recertification in a particular case may be presented to the city's disputes committee.

(3) The health care benefit is a qualified high deductible health plan with a network component. Benefits are available for service from in-or out-of-network providers, a $2,700.00 deductible applies for single coverage and/or $5,400.00 embedded deductible for single + 1 and family coverage per calendar year. The deductible for an out-of-network provider will be twice the in-network amount. Should federal regulations require changes to the deductible or any other plan benefits, the plan will comply with said requirements.

(4) The maximum lifetime benefit per plan member is unlimited.

(5) Prescription coverage: A pharmacy benefit manager (PBM) manages administration of the prescription drug benefit. Prescription drug services are available from in- and out-of-network pharmacies. When an in-network pharmacy is utilized both deductible and coinsurance amounts apply to the out-of-pocket maximum. Out of network pharmacies will be handled as shown on the summary plan description on file for police bargaining and administered by the city's third party administrator. The cost will be applied to the deductible and then will be covered at 50 percent. Unless specifically required by the physician, generic drugs will be dispensed whenever possible.

(6) Wellness program: Preventative services as outlined by the Affordable Care Act (ACA) are covered with no member cost sharing when received from an in-network provider. If preventative services are received from an out-of-network provider the benefit is limited to $175.00 for employee only. Members of the bargaining group who voluntarily participate and follow the rules of the city wellness program will be eligible for city-specified incentives, including but not limited to, reductions in health insurance premiums, waiving of health insurance copays for specified medical facilities, gift cards, gym memberships, etc. No employee is required to participate in the wellness program and the city maintains the absolute right to set forth the terms and conditions surrounding the program.

(7) Vision program: If the Omaha Police Officer Association creates a voluntary vision program for its members that are funded entirely by the employee, the city shall work with police management in order to allow them to participate.

(8) The above summary only highlights the covered benefits under the qualified high deductible health plan. For a more extensive review, consult the summary plan description provided by the city's third party administrator.

(9) Health savings account (HSA). The city shall make a contribution to a HSA on behalf of the employee in the following amounts:

2020, 2021, and 2023

Single: $1,300.00 annual contribution then a 50 percent city match up to $375.00 on the first $750.00 of employee contributions. The maximum cumulative city lump sum and matching contribution shall be $1,675.00.

Single + 1 and Family: $2,600.00 annual contribution then 50 percent city match up to $750.00 on the first $1,500.00 of employee contributions. The maximum cumulative city lump sum and matching contribution shall be $3,350.00.

Payroll year 2022:

Single: $1,950 annual contribution.

Single + 1 and Family: $3,900 annual contribution.

Payroll year 2024:

Single: $2,050 annual contribution.

Single + 1 and Family: $4,100 annual contribution.

Payroll year 2025:

Single: $2,100 annual contribution.

Single + 1 and Family: $4,200 annual contribution.

Other conditions.

The city's annual HSA contribution will be contributed as a lump sum on the first pay period of the calendar year.

For employees hired mid-year, the city's annual contribution will be prorated for the remaining months of the plan year.

B. Health care for CMPTEC, AEC, and Functional employees commencing on January 1, 2020.

(a) CMPTEC, AEC, and Functional employees will have the same high deductible healthcare plan (HDHP) that was implemented for Local 251 employees effective January 1, 2020. The health care plan provided herein shall be set forth in the summary plan description on file with and administered by the city's third party administrator or health insurance provider. The city shall provide employees with a written summary of the health care benefits herein. Such health care coverage shall commence on the first day of the month following employment. The City agrees that the plan design for the City's HDHP as detailed in Section 23-403 B. (b)(1), (2) and (4) through (8) shall remain in effect through the 2028 payroll year. Any changes to plan design thereafter would need to be negotiated between the City and the various employee groups.

(b) The health care benefits shall include, without limitation:

(1) Hospital Precertification - All in-patient admissions must be certified. Planned admission must be certified in advance, or as soon as medically possible. The penalty for failure to certify is $500 of the in-hospital charges, which will not be paid by the CITY and will be the responsibility of the employee. Hospitalizations beyond the certified number of days must be recertified. If the hospitalization is recertified, there is no penalty. The penalty for hospitalization past the certified number of days a reduction by 50% of both physician and hospital covered charges, which will not be paid by the CITY and will be the responsibility of the employee

(2) Hospital certifications (and recertifications) shall be phoned in to a telephone number provided each employee on his/her I.D. card. The employee or any person on his behalf (e.g., spouse, nurse, doctor, hospital personnel) may precertify. Any disputes regarding precertification or recertification in a particular case may be presented to the City's Disputes Committee.

(3) The health care benefit is a Qualified High Deductible Health Plan with a network component. Benefits are available for service from in-or out-of-network providers. The deductible for an out-of-network provider will be twice the in-network amount. For an in-network provider in the 2020 calendar year, the deductible for single coverage was $2,800 with an embedded deductible of $5,600 for Single + 1 and Family coverage. Should Federal regulations require changes to the deductible or any other plan benefits, the plan will comply with said requirements. Unless it is not legally permitted, the embedded deductible for Single + 1 and Family coverage per calendar year will be double the deductible for Single coverage per calendar year and the Single Deductible applicable to covered employees will not exceed the minimum deductible established by the IRS for qualified high deductible health plans.

(4) The maximum lifetime benefit per plan member is unlimited.

(5) Prescription Coverage: A Pharmacy Benefit Manager (PBM) manages administration of the prescription drug benefit. Prescription drug services are available from in- and out-of-network pharmacies. When an in-network pharmacy is utilized both deductible and coinsurance amounts apply to the out-of-pocket maximum. Out of network pharmacies will be handled as follows - the cost will be applied to the deductible and then will be covered at 50%,

Unless specifically required by the physician, generic drugs will be dispensed whenever possible.

(6) Preventative Services & CITY Wellness Program: The CITY's health insurance coverage will pay 100% of certain preventive services for adults, women (including women who are pregnant), and children when such services are provided by an in-network provider. For Out of Network providers, the CITY will allow coverage up to $200 for each covered individual for preventative services of well-baby exams, routine physicals, school physicals, annual well woman examinations, routine colonoscopies, routine mammograms, immunizations, pap

smears. Such out of network coverage shall be handled though the CITY's health care administrator in a manner similar to covered benefits under the health care plan, including application of any amounts to be paid against the covered individuals deductibles. After such coverage is met on any of these listed out of network preventive services, any further preventative services are subject to the normal deductible and coinsurance under the health care plan.

Members of the bargaining group who voluntarily participate and follow the rules of the CITY Wellness Program will be eligible for CITY-specified incentives, including but not limited to, reductions in health insurance premiums, waiving of health insurance copays for specified medical facilities, gift cards, gym memberships, etc. No employee is required to participate in the Wellness Program and the CITY maintains the absolute right to set forth the terms and conditions surrounding the program.

(7) Vision program: The CITY has created a voluntary vision program that is funded entirely by the employee.

(8) The above summary only highlights the covered benefits under the qualified high deductible health plan. For a more extensive review, consult the summary plan description provided by the city's third party administrator.

(9) Health savings account (HSA). The CITY shall set up Health Savings Accounts and allow employees to make voluntary contributions to the Accounts as permitted by Federal Law. The CITY shall make a contribution to a HSA on behalf of the employee in the following amounts through the 2021 payroll year:

Single: $1,750 annual contribution.

Single + 1 and Family: $3,500 annual contribution.

The City shall make contributions to the HSA on behalf of CMPTEC, AEC and Functional employees in the following amounts:

Payroll year 2022:

Single: $1,950 annual contribution.

Single + 1 and Family: $3,900 annual contribution.

Payroll year 2023:

Single: $2,000 annual contribution.

Single + 1 and Family: $4,000 annual contribution.

Payroll year 2024:

Single: $2,050 annual contribution.

Single + 1 and Family: $4,100 annual contribution.

Payroll year 2025:

Single: $2,200 annual contribution.

Single + 1 and Family: $4,400 annual contribution.

Payroll year 2026 to 2028:

Single: $2,300 annual contribution.

Single + 1 and Family: $4,600 annual contribution.

Other conditions.

The city's annual HSA contribution will be contributed as a lump sum on the first pay period of the calendar year.

For employees hired mid-year, the city's annual contribution will be prorated for the remaining months of the plan year.

(10) Active Employees who are eligible for Medicare benefits under Title XVIII of the Social Security Act due to age, disability, or end-stage renal disease on January 1 of a plan year and who are enrolled in the City's HDHP Plan, are enrolled in Medicare, and are not eligible to receive the City's contribution to a HSA account, shall receive a lump sum payment in the following amounts, depending on the coverage they have, at the same time that they receive pay for the first pay period of the calendar year:

Single: $2,375

Single + 1 and Family: $4,750.

This lump sum payment shall be treated as taxable income and is subject to all tax withholdings.

C. Health care for fire management employees commencing on January 1, 2020.

(a) Fire management employees will have the same high deductible healthcare plan (HDHP) that was implemented for Local 251 employees effective January 1, 2020. The health care plan provided herein shall be set forth in the summary plan description on file with and administered by the city's third party administrator or health insurance provider. The city shall provide employees with a written summary of the health care benefits herein. Such health care coverage shall commence on the first day of the month following employment.

(b) The health care benefits shall include, without limitation:

(1) Hospital Precertification - All in-patient admissions must be certified. Planned admission must be certified in advance, or as soon as medically possible. The penalty for failure to certify is $500 of the in-hospital charges, which will not be paid by the CITY and will be the responsibility of the employee. Hospitalizations beyond the certified number of days must be recertified. If the hospitalization is recertified, there is no penalty. The penalty for hospitalization past the certified number of days a reduction by 50% of both physician and hospital covered charges, which will not be paid by the CITY and will be the responsibility of the employee

(2) Hospital certifications (and recertifications) shall be phoned in to a telephone number provided each employee on his/her I.D. card. The employee or any person on his behalf (e.g., spouse, nurse, doctor, hospital personnel) may precertify. Any disputes regarding precertification or recertification in a particular case may be presented to the City's Disputes Committee.

(3) The health care benefit is a Qualified High Deductible Health Plan with a network component. Benefits are available for service from in-or out-of-network providers.~~, a $2,750 deductible applies for single coverage and/or $5,500 embedded deductible for Single + 1 and Family coverage per calendar year~~. The deductible for an out-of-network provider will be twice the in-network amount. For an in-network provider in the 2020 calendar year, the deductible for single coverage was $2,800 with an embedded deductible of $5,600 for Single + 1 and Family coverage. Should Federal regulations require changes to the deductible or any other plan benefits, the plan will comply with said requirements. Unless it is not legally permitted, the embedded deductible for Single + 1 and Family coverage per calendar year will be double the deductible for Single coverage per calendar year and the Single Deductible applicable to covered employees will not exceed the minimum deductible established by the IRS for qualified high deductible health plans.

(4) The maximum lifetime benefit per plan member is unlimited.

(5) Prescription Coverage: A Pharmacy Benefit Manager (PBM) manages administration of the prescription drug benefit. Prescription drug services are available from in- and out-of-network pharmacies. When an in-network pharmacy is utilized both deductible and coinsurance amounts apply to the out-of-pocket maximum. Out of network pharmacies will be handled as follows - the cost will be applied to the deductible and then will be covered at 50%,

Unless specifically required by the physician, generic drugs will be dispensed whenever possible.

(6) Preventative Services & CITY Wellness Program: The CITY's health insurance coverage will pay 100% of certain preventive services for adults, women (including women who are pregnant), and children when such services are provided by an in-network provider. For Out of Network providers, the CITY will allow coverage up to $200 for each covered individual for preventative services of well-baby exams, routine physicals, school physicals, annual well woman examinations, routine colonoscopies, routine mammograms, immunizations, pap

smears. Such out of network coverage shall be handled though the CITY's health care administrator in a manner similar to covered benefits under the health care plan, including application of any amounts to be paid against the covered individuals deductibles. After such coverage is met on any of these listed out of network preventive services, any further preventative services are subject to the normal deductible and coinsurance under the health care plan.

Members of the bargaining group who voluntarily participate and follow the rules of the CITY Wellness Program will be eligible for CITY-specified incentives, including but not limited to, reductions in health insurance premiums, waiving of health insurance copays for specified medical facilities, gift cards, gym memberships, etc. No employee is required to participate in the Wellness Program and the CITY maintains the absolute right to set forth the terms and conditions surrounding the program.

(7) Vision program: The CITY has created a voluntary vision program that is funded entirely by the employee.

(8) The above summary only highlights the covered benefits under the qualified high deductible health plan. For a more extensive review, consult the summary plan description provided by the city's third party administrator.

(9) Health savings account (HSA). The CITY shall set up Health Savings Accounts and allow employees to make voluntary contributions to the Accounts as permitted by Federal Law.

The City shall make contributions to the HSA on behalf of Fire Management employees in the following amounts:

~~Payroll year 2023:~~

~~Single: $2,000 annual contribution.~~

~~Single + 1 and Family: $4,000 annual contribution.~~

~~Payroll year 2024:~~

~~Single: $2,050 annual contribution.~~

~~Single + 1 and Family: $4,100 annual contribution.~~

Payroll year 2025:

Single: $2,200 annual contribution.

Single + 1 and Family: $4,400 annual contribution.

Payroll year 2026 to 2027:

Single: $2,300 annual contribution.

Single + 1 and Family: $4,600 annual contribution.

Other conditions.

The city's annual HSA contribution will be contributed as a lump sum on the first pay period of the calendar year.

For employees hired mid-year, the city's annual contribution will be prorated for the remaining months of the plan year.

(10) Active Employees who are eligible for Medicare benefits under Title XVIII of the Social Security Act due to age, disability, or end-stage renal disease on January 1 of a plan year and who are enrolled in the City's HDHP Plan, are enrolled in Medicare, and are not eligible to receive the City's contribution to a HSA account, shall receive a lump sum payment in the following amounts, depending on the coverage they have, at the same time that they receive pay for the first pay period of the calendar year:

Single: $2,375

Single + 1 and Family: $4,750.

This lump sum payment shall be treated as taxable income and is subject to all tax withholdings."

Section 5. That Section 23-550 of the Omaha Municipal Code is hereby amended as follows:

Sec. 23-550. Annual leave.

(a) Each employee classified as fire management (class C), as provided in section 23-176, shall earn vacation leave at the following rates: For employees assigned to a 40-hour week—3.69 hours per pay period for employees with less than five years of city service, 6.93 hours per pay period for employees with five or more years of city service; for employees assigned to a 56-hour week—5.54 hours per pay period for employees with less than five years of city service, 9.23 hours per pay period for employees with five or more years of city service. Continuous service within the meaning of this section shall be based on continuous length of service without a break or interruption; provided that any suspension for disciplinary purpose, absence on authorized leave with pay, absence on authorized leave without pay, or layoff for 30 calendar days or less shall not constitute a break or interruption of service.

(b) Unused vacation leave for employees in the classified service in excess of ~~280~~ 320 hours shall not be carried forward from one calendar year to the next however, for those fire management employees not working a 24-hour shift, regardless of the start of the payroll year, employees shall have until the end of the payroll period that includes December 31 of each year to attempt to use vacation leave in excess of ~~280~~ 320 hours before such hours are lost. Unused vacation leave for fire management employees assigned to a 24-hour shift, in excess of ~~420~~ 480 hours, shall not be carried over from one calendar year to the next however, for those fire management employees working a 24-hour shift, regardless of the start of the payroll year, employees shall have until the end of the payroll period that includes December 31 of each year to attempt to use vacation leave in excess of ~~420~~ 480 hours before such hours are lost.

(c) Vacations shall be granted at such time or times as shall be mutually agreeable to the employees and the department heads involved. No vacation leave shall be granted during the original probationary period of service but upon satisfactory completion of such period.

(d) Vacation leave shall accrue to the employee for time served. Any employee who resigns or is separated from the city service, except in cases where the employee has been guilty of fraud or other activities resulting in monetary loss to the city, shall be entitled to cash compensation for unused vacation leave. ~~(however, any employee separating from city service as above during 2002 shall not be paid such cash compensation until after January 1, 2003).~~ Vacation leave shall not accrue during any period when an employee is absent from work without pay, the duration of which exceeds ten working days.

Section 6. That Section 23-556 of the Omaha Municipal Code is hereby amended as follows:

Sec. 23-556. Paid holidays.

~~The city shall provide paid holidays to fire management employees as set forth in section 23-324, however, beginning December 21, 2002, the additional holiday of Patriots Day (September 11th or as designated by the federal government or the mayor) shall be added.~~

~~Effective December 23, 2012, f~~ Fire management employees who are assigned to suppression (operation) duties (24-hour shifts) shall be paid holiday pay of 118.46 ~~110~~ hours (4.56 ~~4.23~~ hours per pay period) and fire management employees who are assigned to non-suppression (division ~~bureau~~) duties (40-hour work week) shall be paid holiday pay of 98.84 ~~91.78~~ hours (3.53 hours per pay period).

Section 7. That Section 23-566 of the Omaha Municipal Code is hereby amended as follows:

Sec. 23-566. Annual leave sell back.

(1) If a fire management employee has 15 years or more of full-time classified city service on the last day of the previous payroll year; and (2) if such fire management employee has the maximum number of annual leave hours accrued on the last day of the previous payroll year (480 ~~420~~ hours for a 56 hour work week employee; 320 ~~280~~ hours for a 40 hour work week employee) after deducting all of the annual leave hours used of less than a work day in the previous payroll year, then the fire management employee assigned to the bureau may turn in 40 hours (no more, no less) and the fire management employee assigned to suppression may turn in 56 hours(no more, no less) of accrued annual leave in return for cash payment at the

employee's then current base pay. This annual leave sell back must be requested by the employee within the first 15 days of March or the first 15 days in September.

For the 2026 payroll year only, fire management who qualify for annual leave sellback shall be permitted to sell an additional 40 hours(division)/56 hours(suppression) (for a total of 80 hours(division)/112 hours(suppression)) of accrued annual leave in return for cash payment at the employee's then current base pay. All other requirements in this Section shall apply to this sellback of additional annual leave. ~~Because of the retroactivity of the entire labor agreement, as evidenced by these ordinances changes, for up to two weeks after the legal execution of this entire ordinance, fire management employees may turn in two weeks of annual leave in return for cash payment at the employee's then current base pay~~.

Section 8. That Section 23-573 of the Omaha Municipal Code is hereby created as follows:

"**Sec. 23-573. – Deferred Retirement Option Program (DROP) – Eligibility for promotion.**

Notwithstanding any limitations in the City's Deferred Retirement Option Program (DROP), those members of fire management holding the rank of Assistant Fire Chief shall be eligible to apply for and be promoted to the rank of Fire Chief and may serve as Fire Chief until the conclusion of the period of their DROP."

Section 9. That the attached Amendment to Special Pay 401(a) Plan and Health Reimbursement Arrangement ("HRA") Addendum for covered employees, subject to the Collective Bargaining Agreement between the City of Omaha and the Professional Fire Service Manager Association is approved. That the Mayor is authorized to execute and the City Clerk to attest the Mayor's signature to the attached Amendment to Special Pay 401(a) Plan and a Health Reimbursement Arrangement ("HRA") Addendum.

Section 10. That Sections 23-177, 23-178, 23-403, 23-550, 23-556, and 23-566 of the Omaha Municipal Code as heretofore existing are hereby repealed.

Section 11. Unless otherwise addressed or amended herein, all other benefits, leave, holidays, or compensation contained in the previous fire management contract and the Omaha Municipal Code shall remain unchanged.

Section 12. This Ordinance shall be in full force and take effect fifteen days from and after its passage.

ORDINANCE NO. 44211
PAGE 19

INTRODUCED BY COUNCILMEMBER

APPROVED BY:

3-21-25

MAYOR OF THE CITY OF OMAHA DATE

PASSED MAR 18 2025 7-0

ATTEST:

3-21-25

CITY CLERK OF THE CITY OF OMAHA DATE

APPROVED AS TO FORM:

2/21/25

DEPUTY CITY ATTORNEY DATE

2025\20830sel

Amendment to Special Pay 401(a) Plan and Health Reimbursement Arrangement ("HRA") Addendum

The City of Omaha, hereinafter referred to as "City" and Professional Fire Service Manager Association, hereinafter referred to as "Fire Management" and agree to this Amendment to Special Pay 401(a) Plan and Health Reimbursement Arrangement ("HRA") Addendum.

WHEREAS, the City Council of the City of Omaha adopted Ordinance No. 43306 on February 28, 2023 which approved an Addendum to the Collective Bargaining Agreement between the City of Omaha and Fire Management, to implement a Special Pay 401(a) Plan and a Health Reimbursement Arrangements for covered employees; and,

WHEREAS, after implementation of the Special Pay Plan and Health Reimbursement Arrangement and the application of its terms, the City and Fire Management believe an amendment is appropriate so ensure that the Addendum functions as was intended; and,

WHEREAS, the City and Fire Management have agreed to amend the amounts that are allocated to the Special Pay 401(a) Plan and the Health Reimbursement Arrangement.

NOW, THEREFORE, BE IT AGREED BY THE PARTIES AS FOLLOWS:

1. That the document entitled "Professional Fire Management Association of Omaha Special Pay Plan" which is attached to the Adoption Agreement as page 4 of 4 approved by Ordinance No. 43306 on February 28, 2023 is hereby replaced with the attached document.
2. That there are no other changes or amendments to the Collective Bargaining Agreement between the parties.

Professional Fire Service Manager Association,

Kathleen Bossman 03/20/25 Date

Mayor, City of Omaha:

Jean Stothert 3-21-25 Date

Deputy City Attorney, City of Omaha

Bernard J. in den Bosch 2/25/25 Date

City Clerk, City of Omaha:

Elizabeth Butler 3-21-25 Date

Professional Fire Management Association of Omaha

Special Pay Plan

The Professional Fire Management Association of Omaha and the City of Omaha have determined, as outlined in the memorandum of understanding, that all sick and annual pay reimbursements shall follow the listed reimbursement allocation below and shall not be subject to an exit interview questionnaire.

- 75% to the 401(a) Special Pay Plan
- 25%to the Health Reimbursement Arrangement