CITY CLERK'S OFFICE RECEIVED:

FEB 17 '26 AM 10:50

City of Omaha
John W. Ewing Jr., Mayor

Human Resources Department

Omaha/Douglas Civic Center
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Omaha, Nebraska 68183-0506
(402) 444-5300
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Deborah K. Sander
Director

Honorable President

and Members of the City Council,

The attached Ordinance is to approve the Labor Agreement between the City of Omaha and the Omaha Police Managers Association for the two-year period 2026 and 2027. This bargaining group includes the Police Chief and the Deputy Police Chiefs.

If approved, this Labor Agreement provides for the following:

1. **Wages.** The group will see a wage increase of 5.58% in 2026 and a wage increase of 6.4% in 2027. These match anticipated increases for the Omaha Police Officers Association.

2. **Health Insurance.** Police Management will also receive the same contributions to their Health Savings Account as other bargaining groups on the City's High Deductible Healthcare Plan for 2026 and 2027:

    1. 2026
        a. Single - $2,300
        b. Single + 1 and Family - $4,600
    2. 2027
        a. Single - $2,300
        b. Single + 1 and Family - $4,600

3. **Annual Leave Sellback Option.** For the 2026 payroll year only, members of this group may sell back 80 hours of annual leave instead of the 40 hours that is normally permitted.

4. **Parental Leave.** The City will offer 6 weeks of paid parental leave to Police Management employees for qualifying births, adoptions, or fostering of a minor child.

5. **Education Incentive Pay for Master's Degree.** The pay for members of Police Management who hold a Master's Degree will increase from $66.35 per pay period to $150.00 per pay period.

6. **Other changes and agreements.**

a. Change annual leave carryover provisions in Omaha Municipal Code 23-342 to include Police Management.
b. Match provisions for gap health insurance for retirees that apply to the Omaha Police Officers Association.
c. Clarify language in Omaha Municipal Code 22-76 to make it easier to understand there is no reduction in years of service or pension percentage when promoted to Police Management.
d. Dental insurance will be modified so that routine cleaning coverage will increase from 90% to 100% and the annual maximum paid by the City will increase from $1,000 to $1,750. The current amounts have been in place for over thirty years.
e. Police Management employees will be able to use 56 hours per year of sick leave for the benefit of a family member.
f. The payout of sick leave at termination of employment will be modified:

(i) Employees under 26 years of service – no change (1 for 1 for first 1,200 hours and 1 for 4 for hours 1,201 to 3,200 hours).
(ii) Employees with 26 years of service – 1 for 1 for first 1,300 hours of sick leave and 1 for 4 for hours 1,301 to 3,200 hours.
(iii) Employees with 27 years of service – 1 for 1 for first 1,400 hours of sick leave and 1 for 4 for hours 1,401 to 3,200 hours.
(iv) Employees with 28 years of service – 1 for 1 for first 1,500 hours of sick leave and 1 for 4 for hours 1,501 to 3,200 hours.
(v) Employees with 29 years of service – 1 for 1 for first 1,600 hours of sick leave and 1 for 4 for hours 1,601 to 3,200 hours.
(vi) Employees with 30 years of service – 1 for 1 for first 1,700 hours of sick leave and 1 for 4 for hours 1,701 to 3,200 hours.

The Human Resources Department recommends your approval of this Ordinance. The Personnel Board recommended approval of this Ordinance at its January 29, 2026 meeting.

Respectfully submitted,

Deborah K. Sander 1/9/2025
Deborah K. Sander Date
Human Resources Director

Referred to City Council for Consideration:

1/12/26
Mayor's Office/Title Date

Approved as to Funding:

1-12-26
FOR Stephen B. Curtiss Date
Finance Director
AA

Approved:

1/9/26
Bernard J. in den Bosch Date
Deputy City Attorney

2026\20941sel

ORDINANCE NO. 44626

AN ORDINANCE to amend Sections 23-177, 23-184, 23-342, 23-365, 23-369, 23-374, 23-403, 23-417, 23-514, 23-536, 22-76, and 22-79 of the Omaha Municipal Code to reflect changes negotiated between the City of Omaha and the Omaha Police Managers Association for the years 2026 and 2027; to provide for a wage increase for individuals holding the rank of Police Chief and Deputy Police Chief; to provide that members of the group will receive the same Health Savings Account contributions as other City employees enrolled in the City's High Deductible Healthcare Plan (HDHP); to allow for the sale of an additional forty (40) hours of annual leave in 2026 for those who qualify for sellback; 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 Police Management; 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.

D. CLASSIFICATIONS – POLICE MANAGEMENT

~~2022 SALARIES: Effective December 26, 2021 (0 percent increase over 2021 annual salaries)~~

~~Code No.~~	~~Class Title~~	~~Pay Range~~	~~A~~	~~B~~	~~C~~	
~~2710~~	~~Deputy Police Chief~~	~~(1MP—AN)~~	~~151,278~~	~~154,294~~	~~157,373~~	

~~2730~~	~~Police Chief~~	~~(7 MP—AN)~~	~~181,917~~	~~185,557~~	~~189,259~~	
		~~Pay Range~~	~~D~~	~~E~~	~~F~~	~~G~~
	~~Deputy Police Chief~~	~~(1MP—AN)~~	~~160,514~~	~~163,717~~	~~166,982~~	
	~~Police Chief~~	~~(7 MP—AN)~~	~~193,045~~	~~196,914~~	~~200,845~~	~~216,923~~

~~2023 SALARIES: Effective December 25, 2022 (6% percent increase over 2022 annual salaries)~~

~~Code No.~~	~~Class Title~~	~~Pay Range~~	~~A~~	~~B~~	~~C~~	
~~2710~~	~~Deputy Police Chief~~	~~(1MP—AN)~~	~~160,347~~	~~163,550~~	~~166,816~~	
~~2730~~	~~Police Chief~~	~~(7 MP—AN)~~	~~192,837~~	~~196,685~~	~~200,616~~	
		~~Pay Range~~	~~D~~	~~E~~	~~F~~	~~G~~
	~~Deputy Police Chief~~	~~(1MP—AN)~~	~~170,144~~	~~173,534~~	~~177,008~~	
	~~Police Chief~~	~~(7 MP—AN)~~	~~204,630~~	~~208,728~~	~~212,888~~	~~229,944~~

~~2024 SALARIES: Effective December 24, 2023 (8% percent increase over 2023 annual salaries)~~

~~Code No.~~	~~Class Title~~	~~Pay Range~~	~~A~~	~~B~~	~~C~~	
~~2710~~	~~Deputy Police Chief~~	~~(1MP—AN)~~	~~173,181~~	~~176,634~~	~~180,170~~	
~~2730~~	~~Police Chief~~	~~(7 MP—AN)~~	~~208,270~~	~~212,410~~	~~216,674~~	
		~~Pay Range~~	~~D~~	~~E~~	~~F~~	~~G~~
	~~Deputy Police Chief~~	~~(1MP—AN)~~	~~183,747~~	~~187,408~~	~~191,173~~	
	~~Police Chief~~	~~(7 MP—AN)~~	~~221,000~~	~~225,430~~	~~229,923~~	~~248,331~~

2025 SALARIES: Effective December 22, 2024 (3.5% percent increase over 2024 annual salaries)

Code No.	Class Title	Pay Range	A	B	C	
2710	Deputy Police Chief	(1MP—AN)	179,234	182,811	186,472	
2730	Police Chief	(7 MP—AN)	215,550	219,835	224,266	
		Pay Range	D	E	F	G
	Deputy Police Chief	(1MP—AN)	190,174	193,960	197,870	
	Police Chief	(7 MP—AN)	228,738	233,314	237,973	257,026

2026 SALARIES: Effective December 21, 2025 (5.58% percent increase over 2025 annual salaries)

Code No.	Class Title	Pay Range	A	B	C	
2710	Deputy Police Chief	(1MP—AN)	189,238	193,003	196,872	
2730	Police Chief	(7 MP—AN)	227,573	232,107	236,787	
		Pay Range	D	E	F	G
	Deputy Police Chief	(1MP—AN)	200,782	204,776	208,915	
	Police Chief	(7 MP—AN)	241,509	246,334	251,243	271,378

2027 SALARIES: Effective December 20, 2026 (6.4% percent increase over 2026 annual salaries)

Code No.	Class Title	Pay Range	A	B	C	
2710	Deputy Police Chief	(1MP—AN)	201,344	205,358	209,477	
2730	Police Chief	(7 MP—AN)	242,133	246,958	251,950	
		Pay Range	D	E	F	G
	Deputy Police Chief	(1MP—AN)	213,637	217,880	222,290	
	Police Chief	(7 MP—AN)	256,963	262,101	267,322	288,746

"

Section 3. That Section 23-184 of the Omaha Municipal Code is hereby amended as follows:

"**Sec. 23-184. - Educational incentive pay—Police management.**

Police management employees shall receive the following college incentive pay in accordance with the following schedule:

(1) Each police management employee holding a master's degree from an accredited college or university shall receive college incentive pay in the amount of ~~$66.35~~ $150 per pay period.

(2) Each police management employee holding a Ph.D from an accredited college or university shall receive additional college incentive pay in the amount of $25.00 per pay period. This means that a police management employee can and shall receive college incentive pay for holding both a master's degree and a Ph.D."

Section 4. That Section 23-342 of the Omaha Municipal Code is hereby amended as follows:

"Sec. 23-342. – Maximum accumulation.

(a) Unused annual leave for employees in the classified service of the city, except those assigned to a 24-hour shift, in excess of 280 hours shall not be carried forward from one payroll year to the next, however, for CMPTEC, Functional, and-AEC employees only, 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 hours before such hours are lost. This "December 31" rule also applies to the use of the "floating" holidays provided by Omaha Municipal Code sections 23-445, 23-476, 23-502.

(b) Unused annual leave for employees assigned to a 24-hour shift in excess of 360 hours shall not be carried forward from one payroll year to the next.

(c) Unused annual leave for police management employees in excess of 320 hours shall not be carried forward from one payroll year to the next, however, police management 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 320 hours before such hours are lost."

Section 5. That Section 23-365 of the Omaha Municipal Code is hereby amended as follows:

"Sec. 23-365. Family sick leave.

As used in this section, "family members" shall be limited to a "parent", "son", "daughter", and/or "spouse." For purposes of this section, a parent is defined to mean the biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a son or daughter. Son or daughter shall be defined to mean a biological, adopted, or foster child, a step child, a legal ward, or a child of a person standing in loco parentis who is (a) under 18 years of age, or (b) 18 years of age or older and incapable of self care because of a mental or physical disability. A spouse shall be defined to mean a husband or wife, as the case may be.

A. *CMPTEC.* CMPTEC employees may utilize up to 56 hours of their sick leave during a payroll year for illness or injury to family members.

B. *AEC.* AEC employees may utilize up to 56 hours of their sick leave during a payroll year for illness or injury to family members.

C. *FUNCTIONAL.* FUNCTIONAL employees may utilize up to 56 hours of their sick leave during a payroll year for illness or injury to family members,

D. *POLICE MANAGEMENT.* POLICE MANAGEMENT employees may utilize up to 56 hours of their sick leave during a payroll year for illness or injury to family members."

Section 6. That Section 23-369 of the Omaha Municipal Code is hereby amended as follows:

"Sec. 23-369. Cash payment for unused sick leave on termination of employment.

A. FUNCTIONAL. When a functional employee is terminated from his/her employment, such employee shall be paid at the employee's base pay rate according to the following graduated scale:

One for eight for first 900 hours
One for four for 901 hours to 1,700 hours
One for one for 1,701 hours to 2,000 hours
No payoff for 2,001 hours to 2,500 hours

Effective December 21, 2025, when a functional employee is terminated from his/her employment, such employee shall be paid at the employee's base pay rate according to the following graduated scale:

One for four for the first 1,600 hours
One for one for 1,601 hours to 2,000 hours
No payoff for 2,001 hours to 2,500 hours

Payment to the employee for accumulated sick leave provided herein shall be based upon and shall not exceed a maximum of 2,000 hours, provided, however, functional employees may accrue a maximum of 2,500 hours of sick leave.

Accumulated sick leave shall not be paid for any employee whose employment ends due to termination for cause.

Any functional employee seeking a service retirement must give their immediate supervisor or the benefits division of the human resources department written notice of their exact date of retirement/separation at least 15 working days prior to their date of retirement/separation. If an employee fails to give such written notice prior to the required 15 working days, such employee shall forfeit their payout of any sick leave due under this section. The labor relations director shall have the power to waive this notice requirement based upon good cause.

B. CMPTEC. When a CMPTEC employee is terminated from his/her employment, such employee shall be paid at the employee's base pay rate according to the following graduated scale:

One for eight for first 900 hours
One for four for 901 hours to 1,700 hours
One for one for 1,701 hours to 2,000 hours
No payoff for 2,001 hours to 2,500 hours

Effective December 21, 2025, when a CMPTEC employee is terminated from his/her employment, such employee shall be paid at the employee's base pay rate according to the following graduated scale:

One for four for the first 1,600 hours
One for one for 1,601 hours to 2,000 hours
No payoff for 2,001 hours to 2,500 hours

Payment to the employee for accumulated sick leave provided herein shall be based upon and shall not exceed a maximum of 2,000 hours, provided, however, CMPTEC employees may accrue a maximum of 2,500 hours of sick leave.

Accumulated sick leave shall not be paid for any employee whose employment ends due to termination for cause.

C. AEC. When an AEC employee is terminated from his/her employment, such employee shall be paid at the employee's base pay rate according to the following graduated scale:

One for eight for first 900 hours
One for four for 901 hours to 1,700 hours
One for one for 1,701 hours to 2,000 hours
No payoff for 2,001 hours to 2,500 hours

Effective December 21, 2025, when an AEC employee is terminated from his/her employment, such employee shall be paid at the employee's base pay rate according to the following graduated scale:

One for four for the first 1,600 hours
One for one for 1,601 hours to 2,000 hours
No payoff for 2,001 hours to 2,500 hours

Payment to the employee for accumulated sick leave provided herein shall be based upon and shall not exceed a maximum of 2,000 hours, provided, however, AEC employees may accrue a maximum of 2,500 hours of sick leave.

Accumulated sick leave shall not be paid for any employee whose employment ends due to termination for cause.

Any AEC employee seeking a service retirement must give their immediate supervisor or the benefits division of the human resources department written notice of their exact date of retirement/separation within 15 working days of their date of retirement/separation. If an employee fails to give such written notice within the required 15 working days, such employee shall forfeit their payout of any due sick leave under this section. The labor relations director shall have the power to waive this notice requirement based upon good cause.

D. POLICE MANAGEMENT. When a police management employee is terminated from his/her employment due to death, resignation, retirement or layoff, then the payment for accumulated sick leave shall be in accord with the following schedule:

One for one for first 1,200 hours
One for four for 1,201 hours to 3,200 hours

<u>Effective December 21, 2025, when a Police Management Employee is terminated from his/her employment due to death, resignation, retirement or layoff, then the payment of accumulated sick leave shall be in accord with the following schedule:</u>

<u>Employees under 26 years of service –</u>	<u>One for one for first 1,200 hours</u>
	<u>One for four for 1,201 to 3,200 hours</u>
<u>Employees with 26 years of service –</u>	<u>One for one for first 1,300 hours</u>
	<u>One for four for 1,301 to 3,200 hours</u>
<u>Employees with 27 years of service –</u>	<u>One for one for first 1,400 hours</u>
	<u>One for four for 1,401 to 3,200 hours</u>
<u>Employees with 28 years of service –</u>	<u>One for one for first 1,500 hours</u>
	<u>One for four for 1,501 to 3,200 hours</u>
<u>Employees with 29 years of service –</u>	<u>One for one for first 1,600 hours</u>
	<u>One for four for 1,601 to 3,200 hours</u>

Employees with 30 years of service –	One for one for first 1,700 hours
	One for four for 1,701 to 3,200 hours

Accumulated sick leave shall not be paid for any employee whose employment ends due to termination for cause.

E. FIRE MANAGEMENT. When a fire management employee's employment ends due to death, resignation, retirement or layoff, then the payment for accumulated sick leave shall be in accord with the following schedule:

For 40 hour work week employees, the payment shall be one for one for the first 1,200 hours, then one for four for 1,201 to 3,200 hours.

For 56 hour work week employees, the payment shall be one for one for the first 1,800 hours, then one for four for 1,801 to 4,800 hours.

Accumulated sick leave shall not be paid for any employee whose employment ends due to termination for cause.

F. UNCLASSIFIED. Whenever an employee terminates his or her unclassified service and, without a break or interruption in service, obtains classified service status, that employee shall carry over his/her accumulated sick leave hours. Nothing contained herein shall create a right to accumulate sick leave hours on the part of unclassified employees where said right is not elsewhere set forth."

Section 7. That Section 23-374 of the Omaha Municipal Code is hereby amended as follows:

"Sec. 23-374. Paid Parental Leave.

Employees in CMPTEC, FUNCTIONAL, ~~and~~ AEC, and Police Management shall be provided with up to six weeks (240 hours) of parental leave for a qualifying birth, adoption or fostering of a minor child (Qualifying Event). Parental Leave shall be in addition to any leave that an employee may accrue. In order to qualify for parental leave, an employee must meet the following conditions:

A. The employee has to be eligible for FMLA and the birth, adoption, or fostering has to be FMLA qualifying;

B. Parental leave shall run concurrently with FMLA leave;

C. If FMLA leave has been exhausted for reasons other than the employee's use of parental leave, the employee will remain eligible for up to six (6) weeks paid parental leave within the calendar year;

D. An employee is eligible once per calendar year and once per qualifying event; if the qualifying event occurs such that the parental leave continues into the next calendar year, the employee is limited to the six (6) weeks of leave allotted for the attached qualifying event. The employee does not receive an additional 6 weeks of parental leave due to the new calendar year. The employee would still be eligible to receive six (6) weeks of parental leave for any new qualifying event that occurs within the same calendar year. Parental Leave does not restrict or limit an employee's rights to utilize up to 480 hours of FMLA leave at the start of a new calendar year, assuming an employee otherwise qualifies.

E. Use must occur within first four (4) months of the qualifying birth, adoption or fostering. At that point, Parental leave is no longer available.

F. Paid parental leave must be exhausted before an employee may utilize any other type of paid leave for a qualifying event.

G. Multiple births or placements do not increase the amount of parental leave provided for each qualifying event (i.e. twins, adoption/placement of siblings, etc.).

H. Any unused paid parental leave that an employee was eligible to receive but did not utilize may not be rolled over for use in the next calendar year or for a future qualifying event, nor will the employee receive compensation for any such leave.

I. Married City employees: Notwithstanding the availability of FMLA, each spouse shall be permitted to use 6 weeks of parental leave for a Qualifying Event."

Section 8. 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.

Payroll year 2026 and 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.

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.

Payroll year 2029:

Single: $2,350 annual contribution.

Single + 1 and Family: $4,700 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. 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 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 9. That Section 23-417 of the Omaha Municipal Code is hereby amended as follows:

"Sec. 23-417. Dental Care Benefits.

The city's self-insured dental care plan herein shall be set forth in the applicable master contract. The dental care benefits provided under the city's self-insured dental plan for police management and fire management shall include, without limitation, a maximum lifetime orthodontic benefit of $2,000.00. The dental care benefits provided under the city's self-insured dental plan for CMPTEC, AEC, and Functional employees shall include, without limitation, a maximum lifetime orthodontic benefit of $2,500.00. Commencing at the beginning of the 2026 payroll year, the dental care benefits provided under the city's self-insured dental plan for CMPTEC, AEC, <u>Police Management,</u> and Functional employees shall include, without limitation, an increase of the maximum paid by the city to $1,750 and Type 1 services shall be covered at 100%."

Section 10. That Section 23-514 of the Omaha Municipal Code is hereby amended as follows:

"Sec. 23-514. - Health care coverage for normal service retirees; "gap" insurance.

(a) The city shall provide health care coverage to police management employees who retire on a normal service retirement as set forth in section 23-408(a), except to the extent modified herein. Police management employees that retire after the legally effective date of the Collective Bargaining Agreement between the City of Omaha and the Omaha Police Managers Association for 2008 to 2012 shall be entitled to the same health care coverage and blended health care premiums under the health insurance plan negotiated for active bargaining unit employees from time to time. Such coverage and blended health care premiums may change from time to time based on the agreement between the city and the Omaha Police Managers Association.

It is expressly understood and agreed to by the parties that the health care benefit provided herein is to be an obligation of the CITY with respect to those employees (and their dependents) who obtain:

1. a normal service retirement under the conditions set forth in Section (b) below, or
2. a service connected disability pension, or
3. a non-service connected disability pension for an employee who meets the criteria for a normal service retirement as set forth in Section (b) below.

(b)

A. If an employee retires with a normal service retirement pursuant to Omaha Municipal Code Section 22-76, and has a minimum of 10 years of service but less than 20 years of service, and has reached the minimum age of 55, he/she shall be entitled to health care coverage, as stipulated in Section (a).

B. If an employee retires with a normal service retirement pursuant to Omaha Municipal Code Section 22-76, and has a minimum of 20 years of service and has reached the minimum age of 50, he/she shall be entitled to health care coverage, as stipulated in Section (a).

C. If an employee retires with a normal service retirement pursuant to Omaha Municipal Code Section 22-76, and has a minimum of 22 years and 6 months of service and has reached the minimum age of 45, he/she shall be entitled to health care coverage, as stipulated in Section (a).

(c) "GAP" INSURANCE

Beginning January 1, 2006, if an employee retires pursuant to Omaha Municipal Code Section 22-76, and has a minimum of 20 years of service up to 22 years and 6 months of service, and has reached the minimum age of 45, he/she shall be allowed to continue his/her current health care coverage pursuant to the following criteria:

In order to continue his/her health care coverage, he/she must pay to the CITY, on a monthly basis, the full COBRA premium. This payment will be made by automatic deposit to the city with the proper account set up as soon as practically possible following the date the employee leaves CITY service. When the former employee reaches 22 years and six months of service (had the employee continued to work), he/she shall receive health care coverage pursuant to Section (a), above (Employee no longer is required to pay full premium, rather they will pay the blended premium).

Any failure to pay the full COBRA premium will result in permanent cancellation of health care benefits, including the right to Section (a) coverage (no premium) after the employee receives a deferred retirement.

An employee who leaves CITY employment and pays the "gap" health care premium pursuant to the above shall receive the same health care coverage during the "gap" period as do sworn police management employees. When such coverage is converted to Section (a) and Section (d) retiree coverage, all other provisions of that Section shall apply.

(d) It is further understood by and between the parties that any health care coverage referenced above in Sections (a), (b), and (c), shall cease on the first day of the month in which the retiree turns 65 years of age, or whatever age of entitlement to Medicare as set by Federal Law, whichever event comes later, or dies. In the event the retired employee does not qualify for Medicare, the health insurance coverage provided herein shall cease upon the employee's 65th birthday.

~~(b) For those employees who have not reached 50 years of age but have reached 47 years of age and have 20 years of service credit or more, the following "gap" insurance option is allowed if the employee leaves employment and defers his/her retirement. The employee may elect to continue health care coverage in effect at the time he/she leaves city employment. In order to do so, the employee must pay to the city, on a monthly basis, the COBRA premium. This payment will be made to the benefits division of the city by the fifth day of each month beginning when the employee leaves city service. When the former employee reaches age 50 and is granted a deferred service retirement, he/she shall receive health care coverage (employee no longer is required to pay premium). Any failure to pay the COBRA premium will result in permanent cancellation of health care benefits, including the right to coverage under subsection (a) above (no premium) after the employee receives a deferred retirement.~~

~~An employee who leaves city employment and pays the "gap" health care premium pursuant to the above shall receive the same health care coverage during the "gap" period as do sworn employees. When such coverage is converted to retiree coverage under subsection (a) above, all other provisions of that section shall apply.~~

~~(c) Beginning January 1, 2006, if an employee retires with a normal service retirement and has a minimum of 20 years of service up to 22 years and six months of service, and has reached the minimum age of 45, he/she shall be allowed to continue his/her current health care coverage pursuant to the following criteria:~~

~~In order to continue his/her health care coverage, he/she must pay to the city, on a monthly basis, the COBRA premium. This payment will be made to the benefits division of the city by the fifth day of each month beginning when the employee leaves city service. When the former employee reaches 22 years and six months of service (had the employee continued to work), he/she shall receive health care coverage pursuant to subsection (a) above (the employee no longer is required to pay premium).~~

~~Any failure to pay the COBRA premium will result in permanent cancellation of health care benefits, including the right to coverage under subsection (a) above (no premium) after the employee receives a deferred retirement.~~

~~An employee who leaves city employment and pays the "gap" health care premium pursuant to the above shall receive the same health care coverage during the "gap" period~~

~~as do sworn employees. When such coverage is converted to that referred to under subsection (a) above, all other provisions in that section shall apply.~~"

Section 11. That Section 23-536 of the Omaha Municipal Code is hereby amended as follows:

"**Sec. 23-536. - Annual leave sell back.**

If a police 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 police management employee has the maximum number of annual leave hours accrued on the last day of the previous payroll year (320 hours) after deducting all of the annual leave hours used of less than eight hours in the previous payroll year, then the police management employee may turn in 40 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 ~~2024 and 2025 payroll years~~ 2026 payroll year only, police management employees who qualify for annual leave sellback shall be permitted to sell an additional 40 hours (for a total of 80 hours) 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."

Section 12. That Section 22-76 of the Omaha Municipal Code is hereby amended as follows:

"**Sec. 22-76. Amount.**

Any member of the system shall be entitled, upon such member's retirement, to a monthly service retirement pension payable each month for the remainder of such member's natural life after retirement equal to the applicable percent as listed below, for the years of service as provided in this section, of the member's highest average monthly pensionable earnings.

(1) *Police members and police management.*

From and including April 30, 1989 to and including January 29, 1998:

Years of Service	Minimum Age	Percent
10	55	20
15	55	30
20	50	40
25	50	50

26	50	51
27	50	52
28	50	53
29	50	54
30	50	55
31	50	56
32	50	57
33	50	58
34	50	59
35	50	60

From and including January 30, 1998 to and including March 5, 2003:

Years of Service	Minimum Age	Percent
10	55	20
15	55	30
20	50	45
25	50	55
25.5	50	56
26	50	57
26.5	50	58
27	50	59
27.5	50	60
28	50	61
28.5	50	62
29	50	63
29.5	50	64
30	50	65

From and including March 6, 2003 to and including December 20, 2003:

Years of Service	Minimum Age	Percent
10	55	20
15	55	30
20	50	47
25	47	63
26	47	65
27	47	67
28	47	69
29	47	69
30	47	69

From and including December 21, 2003 through and including November 3, 2004 for police members and through and including December 31, 2005 for police management:

Years of Service	Minimum Age	Percent
10	55	20
15	55	30
20	50	49
25	45	69
26	45	69
27	45	69
28	45	69
29	45	69
30	45	69

From and including November 4, 2004 to and including December 31, 2005 for police members:

Years of Service	Minimum Age	Percent
10	55	20
15	55	30
20	50	49
20.5	50	51
21	50	53
21.5	50	55
22	50	57
22.5	50	59
23	50	61
23.5	50	63
24	50	65
24.5	50	67
25 and over	45	69

From and including January 1, 2006 to and including June 30, 2007:

Years of Service	Minimum Age	Percent
10	55	20
15	55	30
20	45	52
20.5	45	54
21	45	56
2.5	45	58
22	45	60
22.5	45	62
23	45	64
23.5	45	66

24	45	68
24.5	45	70
25 and over	45	72

From and including July 1, 2007 for police management and from and including July 1, 2007 through and including September 18, 2010 for police members:

Years of Service	Minimum Age	Percent
10	55	20
15	55	30
20	45	55
20.5	45	57
21	45	59
21.5	45	61
22	45	63
22.5	45	65
23	45	67
23.5	45	69
24	45	71
24.5	45	73
25 and over	45	75

From and including September 19, 2010 for police members hired before January 1, 2010:

Years of Service	Minimum Age	Percent with 20 yrs of service or more and age 45 as of September 19, 2010	Percent with less than 20 yrs of service as of September 19, 2010
10	55	20	20
15	55	30	30

20	45	55	50
20.5	45	57	52
21	45	59	54
21.5	45	61	56
22	45	63	58
22.5	45	65	60
23	45	67	62
23.5	45	69	64
24	45	71	66
24.5	45	73	68
25 and over	45	75	
25	45		70
25.5	45		71
26	45		72
26.5	45		73
27	45		74
27.5	45		74
28	45		74
28.5	45		74
29	45		74.5
29.5	45		74.5
30	45		75

From and including September 19, 2010 for police members hired after January 1, 2010 shall receive as follows:

Years of Service	Minimum Age	Percent
10	55	20
15	55	30

20	50	50
20.5	50	51.5
21	50	53
21.5	50	54.5
22	50	56
22.5	50	57.5
23	50	59
23.5	50	60.5
24	50	62
24.5	50	63.5
25	50	65
25.5	50	66
26	50	67
26.5	50	68
27	50	69
27.5	50	70
28	50	71
28.5	50	72
29	50	73
29.5	50	74
30	50	75

Provided, that the final monthly pension calculation of any police member retiring pursuant to this foregoing chart who is not at least 55 years of age and who has less than 30 years of service, shall be reduced by 7% per year for each year the police member is less than 55 years of age.

Effective August 25, 2011 to December 31, 2012, police management, except as modified below, shall receive as follows:

Years of Service	Minimum Age with 20 yrs of service or	Percent with 20 yrs of service or	Minimum Age with less than 20	Percent with less than 20 yrs

	more and age 45 as of July 26, 2011	more and age 45 as of July 26, 2011	yrs of service as of July 26, 2011	of service as of July 26, 2011
10	55	20	45	20
15	55	30	45	30
20	45	55	45	55
20.5	45	57	45	57
21	45	59	45	59
21.5	45	61	45	61
22	45	63	45	63
22.5	45	65	47	65
23	45	67	47	67
23.5	45	69	47	69
24	45	71	47	71
24.5	45	73	47	73
25 and over	45	75	50	75

~~From and including September 19, 2010 for police members hired after January 1, 2010 and for~~ For police management who are promoted on or after January 1, 2013 ~~and have less than twenty(20) years of service at the time of promotion with the City of Omaha~~ (Provided that if the employee's minimum age to retire is higher or the percent of pension based on years of service is lower in the table below than what they were receiving as a police member at the time of promotion, then the table that was applicable to them as a police member immediately before there promotion shall apply) shall receive as follows:

Years of Service	Minimum Age	Percent
10	55	20
15	55	30
20	50	50
20.5	50	51.5
21	50	53
21.5	50	54.5

22	50	56
22.5	50	57.5
23	50	59
23.5	50	60.5
24	50	62
24.5	50	63,5
25	50	65
25.5	50	66
26	50	67
26.5	50	68
27	50	69
27.5	50	70
28	50	71
28.5	50	72
29	50	73
29.5	50	74
30	50	75

Provided, that the final monthly pension calculation of any ~~police member and~~ police management member retiring pursuant to this foregoing chart who is not at least 55 years of age and who has less than 30 years of service, shall be reduced by 7% per year for each year the police ~~member~~ management member is less than 55 years of age.

For any member of police management whose initial hire date by the City of Omaha is after January 1, 2013:

Years of Service	Minimum Age	Percent
10	55	20
15	55	30
20	50	45

25	50	55
26	50	57
27	50	59
28	50	61
29	50	63
30 and over	50	65

Provided, that the final monthly pension calculation of any member of police management member retiring pursuant to this foregoing chart who is not at least 55 years of age and who has less than 30 years of service, shall be reduced by 7% per year for each year the member of police management is less than 55 years of age.

Notwithstanding the foregoing charts, for purposes of calculating the highest average monthly pensionable earnings

(a) of any police member or police management whose highest 26 pay periods during the last five years of service fall in payroll years 2004, 2005 or 2006, such member shall receive an additional 3.5% added to his/her pensionable earnings for each of such pay periods that fall within the high period and fall within the payroll years of 2004 through 2006 except for pensionable earnings which is shift differential pay or field training pay; and

(b) of any police member whose highest 26 pay periods during the last five years of service fall in payroll years 2004 or 2005 and whose highest average monthly pensionable earnings is reduced due to the "special time off bank" obligation, such member shall have the option of choosing the more beneficial of the following "special time off bank" calculations

(i) applying the special time off bank cash out to the pay period in which the cash out is received; or

(ii) applying portions of the special time off bank cash out to the pay periods in which the holidays occurred for which the holiday leave was earned.

Provided, that, effective March 6, 2003, any employee who has served in the rank of police chief for five years or more and who had no prior service as a sworn City of Omaha police officer prior to assuming employment as police chief shall be entitled to a pension of ten percent (10%) of his pensionable earnings. This right shall remain at the same percentage until such employee has ten years of service as the police chief and at that point shall be as provided hereinabove for police management.

(2) *Fire members and fire management.*

From and including May 26, 1989 to and including August 17, 1998:

Years of Service	Minimum Age	Percent
10	55	20
15	55	30
20	50	40
25	50	50
26	50	51
27	50	52
28	50	53
29	50	54
30	50	55
31	50	56
32	50	57
33	50	58
34	50	59
35	50	60

From and including August 18, 1998 to and including December 22, 2001 for fire members and August 31, 2002 for fire management:

Years of Service	Minimum Age	Percent
10	55	20
15	55	30
20	50	45
25	50	55
25.5	50	56
26	50	57
26.5	50	58

27	50	59
27.5	50	60
28	50	61
28.5	50	62
29	50	63
29.5	50	64
30	50	65

(3) *Fire members.*

From and including December 23, 2001 to and including December 21, 2002:

Years of Service	Minimum Age	Percent
10	55	20
15	55	30
20	50	45
25	50	61
26	50	63
27	50	65
28	50	67
29	50	69
30 and over	50	69

From and including December 22, 2002 to and including December 20, 2003:

Years of Service	Minimum Age	Percent
10	55	20
15	55	30
20	50	47

25	47	63
26	47	65
27	47	67
28	47	69
29	47	69
30 and over	47	69

From and including December 21, 2003 to and including November 3, 2004:

Years of Service	Minimum Age	Percent
20	50	49
25	45	69
26	45	69
27	45	69
28	45	69
29	45	69
30 and over	45	69

From and including November 4, 2004 to and including June 30, 2005:

Years of Service	Minimum Age	Percent
20	50	49
20.5	50	51
21	50	53
21.5	50	55
22	50	57
22.5	50	59
23	50	61
23.5	50	63

24	50	65
24.5	50	67
25 and over	45	69

From and including July 1, 2005 to and including June 30, 2006:

Years of Service	Minimum Age	Percent
20	50	51
20.5	50	53
21	50	55
21.5	50	57
22	50	59
22.5	50	61
23	50	63
23.5	50	65
24	50	67
24.5	50	69
25 and over	45	71

From and including July 1, 2006 to and including June 30, 2007:

Years of Service	Minimum Age	Percent
20	50	53
20.5	50	55
21	50	57
21.5	50	59
22	50	61
22.5	50	63
23	50	65

23.5	50	67
24	50	69
24.5	50	71
25 and over	45	73

From and including July 1, 2007:

Years of Service	Minimum Age	Percent
20	50	55
20.5	50	57
21	50	59
21.5	50	61
22	50	63
22.5	50	65
23	50	67
23.5	50	69
24	50	71
24.5	50	73
25 and over	45	75

Notwithstanding the foregoing charts, for purposes of calculating the highest average monthly pensionable earnings of any fire member or fire management whose highest 26 pay periods during the last five years of service fall in payroll years 2004, 2005 or 2006, such member shall receive an additional 3.97% added to his/her compensation for each of such pay periods that fall within the high period and fall within the payroll years of 2004 through 2006 except for the types of compensation set forth hereinbelow:

	3.97% Not Applied
Earn ID	Compensation Type
330	Longevity
450	Special Ops Pay Active

451	Fire Invest Pay Cert
452	Paramedic Pay Cert
453	Paramedic Pay Assigned
454	EMTI Pay
456	Special Ops Pay - Cert
457	Fire Spec Reimbursement
458	Paramedic Squad
459	Bureau Pay
460	Rescue 32
461	Ems Paramedic
462	Special Ops Pay - Level 2
604	Fire Prot Tech Degree

(4) *Fire management.*

From and including September 1, 2002 to and including December 21, 2002:

Years of Service	Minimum Age	Percent
10	55	20
15	55	30
20	50	45
25	50	61
26	50	63
27	50	65
28	50	67
29	50	69
30 and over	50	69

From and including December 22, 2002 to and including December 20, 2003:

Years of Service	Minimum Age	Percent
10	55	20
15	55	30
20	50	47
25	47	63
26	47	65
27	47	67
28	47	69
29	47	69
30 and over	47	69

From and including December 21, 2003 to and including December 31, 2004:

Years of Service	Minimum Age	Percent
10	55	20
15	55	30
20	50	49
25	45	69
26	45	69
27	45	69
28	45	69
29	45	69
30 and over	45	69

From and including January 1, 2005 to and including December 31, 2005:

Years of Service	Minimum Age	Percent
20	50	51

20.5	50	53
21	50	55
21.5	50	57
22	50	59
22.5	50	61
23	50	63
23.5	50	65
24	50	67
24.5	50	69
25 and over	45	71

From and including January 1, 2006 to and including December 31, 2006:

Years of Service	Minimum Age	Percent
20	45	53
20.5	45	55
21	45	57
21.5	45	59
22	45	61
22.5	45	63
23	45	65
23.5	45	67
24	45	69
24.5	45	71
25 and over	45	73

From and including January 1, 2007:

Years of Service	Minimum Age	Percent

20	45	55
20.5	45	57
21	45	59
21.5	45	61
22	45	63
22.5	45	65
23	45	67
23.5	45	69
24	45	71
24.5	45	73
25 and over	45	75

Effective 30 days after August 14, 2012 approving a collective bargaining agreement between the City of Omaha and Professional Fire Service Manager Association for the term of 2008 to 2014, for individuals who are or become members of Fire Management prior to December 31, 2012 shall receive as follows:

Years of Service	Minimum Age	Percent
20	45	55
20.5	45	57
21	45	59
21.5	45	61
22	45	63
22.5	45	65
23	45	67
23.5	45	69
24	45	71
24.5	45	73
25 and over	45	75

For any individual who becomes a member of Fire Management on or after January 1, 2013 and whose initial hire date with the City of Omaha is before January 1, 2012 shall receive as follows, except that if the employee's minimum age to retire is higher or the percent of pension based on years of service is lower in the table below than what they were receiving as a fire member at the time of promotion, then the table that was applicable to them as a fire member immediately before their promotion shall apply:

Years of Service	Minimum Age	Percent
10	55	20
15	55	30
20	50	50
20.5	50	52
21	50	54
21.5	50	56
22	50	58
22.5	50	60
23	50	62
23.5	50	64
24	50	66
24.5	50	68
25	50	70
25.5	50	71
26	50	72
26.5	50	73
27	50	74
27.5	50	74
28	50	74
28.5	50	74
29	50	74.5
29.5	50	74.5

30 and over	50	75

For any member of Fire Management whose initial hire date by the City of Omaha is after January 1, 2012:

Years of Service	Minimum Age	Percent
10	55	20
15	55	30
20	50	45
25	50	55
26	50	57
27	50	59
28	50	61
29	50	63
30 and over	50	65

Any member of Fire Management whose initial hire date by the City of Omaha is after January 1, 2012 that is retiring pursuant to this foregoing chart who is not at least 55 years of age and who has less than 30 years of service, shall be reduced by 7% per year for each year the fire management member is less than 55 years of age.

Provided, that, effective March 6, 2003, any employee who has served in the rank of fire chief for five years or more and who had no prior service as a sworn City of Omaha firefighter prior to assuming employment as fire chief shall be entitled to a pension of ten percent (10%) of his pensionable earnings. This right shall remain at the same percentage until such employee has ten years of service as the fire chief and at that point shall be as provided hereinabove for fire management."

Section 13. That Section 22-79 of the Omaha Municipal Code is hereby amended as follows:

"Sec. 22-79. - Ordinary disability pension; injuries not in the line of duty.

(a) Any member of the system, except police members, police management members, and fire management members participating in DROP pursuant to section 22-77, who, while not in the line of duty, has sustained or shall sustain injuries or sickness, not arising out of the immediate or direct performance or discharge of duty, which immediately or after a lapse of time permanently unfit for such annuitant for active duty in such annuitant's department, shall receive a monthly ordinary disability pension as long as such annuitant remains unfit for active duty in such annuitant's department, provided, that an application for such disability pension is made during the member's employment, and upon a determination by the board of trustees that such applicant has met the requirements hereof, in an amount as shown in subsections (a)(1) to (a)(3) below.

Any member of the system participating in DROP pursuant to section 22-77, who, while not in the line of duty during the DROP period, has sustained or shall sustain injuries or sickness, not arising out of the immediate or direct performance or discharge of duty, which immediately or after a lapse of time permanently unfit for such annuitant for active duty in such annuitant's department, shall receive a monthly ordinary disability pension as long as such annuitant remains unfit for active duty in such annuitant's department, provided, that an application for such disability pension is made during the member's employment, and upon a determination by the board of trustees that such applicant has met the requirements hereof. Such DROP participant who qualifies for a non-service connected disability pension shall be entitled to a disability pension calculated in accordance with this section as of the date the DROP participant entered into the DROP.

(1) Police members and police management prior to December 24, 2000 and fire members and fire management prior to August 18, 1998:

(i) Those members having less than ten years of service shall receive a pension equal to ten percent of such member's average final monthly pensionable earnings.

(ii) Those members having at least ten but less than 15 years of service shall receive a pension equal to 20 percent of such member's average final monthly pensionable earnings.

(iii) Those members having at least 15 but less than 20 years of service shall receive a pension equal to 30 percent of such member's average final monthly pensionable earnings.

(iv) Those members having at least 20 but less than 25 years of service shall receive a pension equal to 45 percent of such member's average final monthly pensionable earnings.

(v) Those members having at least 25 years of service shall receive a pension equal to 55 percent of such member's average final monthly pensionable earnings.

In addition to the foregoing a one percent increase for each full year over 25 years up to a maximum of ten percent with 30 years or more will be earned.

(2) Police members and police management.

From and including December 24, 2000 to and including May 12, 2004:

(i) Those members having less than ten years of service shall receive a pension equal to ten percent of such member's average final monthly pensionable earnings.

(ii) Those members having at least ten but less than 15 years of service shall receive a pension equal to 20 percent of such member's average final monthly pensionable earnings.

(iii) Those members having at least 15 but less than 20 years of service shall receive a pension equal to 30 percent of such member's average final monthly pensionable earnings.

(iv) Those members having 20 years of service but less than 25 shall receive a pension equal to 45 percent of such member's average final monthly pensionable earnings.

(v) Those members having 25 years of service shall receive a pension equal to 55 percent of such member's average final monthly pensionable earnings.

In addition to the foregoing a one percent increase for each additional six months over 25 years up to a maximum of 65 percent with 30 years of service or more will be earned.

From and after May 13, 2004 for police management and from and after May 13, 2004 to and including September 18, 2010 for police members:

(i) Those members having less than ten years of service shall receive a pension equal to ten percent of such member's average final monthly pensionable earnings.

(ii) Those members having at least ten but less than 15 years of service shall receive a pension equal to 20 percent of such member's average final monthly pensionable earnings.

(iii) Those members having at least 15 but less than 20 years of service shall receive a pension equal to 30 percent of such member's average final monthly pensionable earnings.

(iv) Those members having 20 years of service shall receive a pension equal to 45 percent of such member's average final monthly pensionable earnings.

(v) Those members having more than 20 years of service shall receive a pension equal to the percentage of such member's average final monthly pensionable earnings the member would receive if he took a service retirement pursuant to section 22-76 on the date of disability.

From and after September 19, 2010 for police members and <u>from and after July 15, 2011</u> for police management ~~effective 30 days after the legal execution of Ordinance No. 39422~~:

(i) Those members having less than ten years of service shall receive a pension equal to ten percent of such member's average final monthly pensionable earnings.

(ii) Those members having at least ten but less than 15 years of service shall receive a pension equal to 20 percent of such member's average final monthly pensionable earnings.

(iii) Those members having at least 15 but less than 20 years of service shall receive a pension equal to 30 percent of such member's average final monthly pensionable earnings.

(iv) Those members having 20 years of service shall receive a pension equal to 45 percent of such member's average final monthly pensionable earnings.

(v) Those members having more than 20 years of service shall receive a pension equal to the percentage of such member's average final monthly pensionable earnings the member would receive if he took a service retirement pursuant to section 22-76 on the date of disability, provided that the final monthly pension calculation of any police member retiring pursuant to this subsection who is not at least 55 years of age and who has less than 30 years of service, shall not be reduced by seven percent per year for each year the police member is less than 55 years of age.

(3) Fire members and fire management.

From and after August 18, 1998 to and including December 22, 2001:

Years of Service	Percent of Average Final Monthly Pensionable Earnings
0—9	10
10—14	20
15—19	30
20—24	45
25	55

Additionally, a one percent increase for each six months of service over 25 years up to a maximum of total pension of 65 percent with 30 years of service.

From and after December 23, 2001 to and including December 21, 2002:

Years of Service	Percent of Average Final Monthly Pensionable Earnings
0—9	10
10—14	20
15—19	30
20—24	45
25	61
26	63
27	65
28	67
29	69
30 and over	69

From and after December 22, 2002 to and including December 20, 2003:

Years of Service	Percent of Average Final Monthly Pensionable Earnings
0—9	10
10—14	20
15—19	30
20—24	47
25	63
26	65
27	67
28	69
29	69
30 and over	69

From and after December 21, 2003 to and including June 30, 2005:

Years of Service	Percent of Average Final Monthly Pensionable Earnings
0—9	10
10—14	20
15—19	30
20—24	49
25	69
26	69
27	69

28	69
29	69
30 and over	69

From and after July 1, 2005 to and including June 30, 2006:

Years of Service	Percent of Average Final Monthly Pensionable Earnings
0—9	10
10—14	20
15—19	30
20—24	51
25	71
26	71
27	71
28	71
29	71
30 and over	71

From and after July 1, 2006 to and including June 30, 2007:

Years of Service	Percent of Average Final Monthly Pensionable Earnings
0—9	10
10—14	20
15—19	30
20—24	53

25	73
26	73
27	73
28	73
29	73
30 and over	73

From and after July 1, 2007, except this table is no longer applicable to fire management effective September 13, 2012 ~~30 days after the legally effective date of the passage of the ordinance approving a collective bargaining agreement between the City of Omaha and the Professional Fire Service Manager Association for 2008 to 2014~~:

Years of Service	Percent of Average Final Monthly Pensionable Earnings
0—9	10
10—14	20
15—19	30
20—24	55
25	75
26	75
27	75
28	75
29	75
30 and over	75

Effective September 13, 2012, ~~30 days after the legal execution of Ordinance No. 39422 approving a collective bargaining agreement between the City of Omaha and the Professional Fire Service Manager Association for 2008 to 2014~~ fire management qualifying under this Code section shall receive the following:

(i) Those members having less than ten years of service shall receive a pension equal to ten percent of such member's average final monthly pensionable earnings.

(ii) Those members having at least ten but less than 15 years of service shall receive a pension equal to 20 percent of such member's average final monthly pensionable earnings.

(iii) Those members having at least 15 but less than 20 years of service shall receive a pension equal to 30 percent of such member's average final monthly pensionable earnings.

(iv) Those members having 20 or more years of service shall receive a pension equal to the percentage of such member's average final monthly pensionable earnings the member would receive if he took a service retirement pursuant to section 22-76 on the date of disability, provided that the final monthly pension calculation of any fire member retiring pursuant to this subsection who is not at least 55 years of age and who has less than 30 years of service, shall not be reduced by seven percent per year for each year the fire member is less than 55 years of age.

(b) Any member of the system seeking benefits under this section shall not be entitled to any benefit provided herein if such annuitant's disability from injuries or illness arises from or is a result of any act committed by such member, which act is a violation of any state or federal criminal statute or any city criminal ordinance.

(c) The city and/or police and fire pension system shall have the right to be subrogated for its payment of any amount hereunder, where such sum has been recovered by a member of the system; the city and/or the police and fire pension system shall have the right of bringing an original action in any court to collect such amount or amounts so recovered by any member of the system. "

Section 14. That Sections 23-177, 23-184, 23-342, 23-365, 23-369, 23-374, 23-403, 23-417, 23-514, 23-536, 22-76, and 22-79 of the Omaha Municipal Code as heretofore existing are hereby repealed.

Section 15. This Ordinance shall be in full force and take effect fifteen days from and after its passage.

ORDINANCE NO. 44626
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INTRODUCED BY COUNCILMEMBER

Daniel A Begley

APPROVED BY:

John W Ewing Jr 3/13/26

MAYOR OF THE CITY OF OMAHA DATE

PASSED MAR 1 0 2026 7-0

ATTEST:

3/13/26

CITY CLERK OF THE CITY OF OMAHA DATE

APPROVED AS TO FORM:

1/9/26

DEPUTY CITY ATTORNEY DATE

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