



City of Omaha
Jean Stothert, Mayor

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OMAHA, NEBRASKA

Human Resources Department

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Tim Young
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 four-year period between 2018 and 2021. This bargaining group includes the Police Chief and the Deputy Police Chiefs.

If approved, this Labor Agreement provides for the following:

1. **Wages.** In 2018, the top step of Police Chief will increase roughly 6% above the salary rate that started in December, 2017, and the Deputy Police Chiefs will see an increase of 3%. For years 2019 through 2021, Police Management will receive wage increases of 3% per year, the same as rank and file police officers.
2. **Longevity.** Police Management not participating in the Deferred Retirement Option Program (DROP) will transition to a longevity pay schedule currently in place for Fire Management. Longevity pay for Fire Management is based on a percentage of pay – from 3.25% to 3.75%. Currently, longevity pay for Police Management is a flat dollar amount (currently between 2.19% and 2.99%). The transition will occur at a rate of 0.5% per individual per year until the individual advances to the new percentage based on years of service.
3. **Health Insurance.** Police Management will move to the same High Deductible Health Plan as rank and file officers when this Ordinance goes into effect. The deductible amounts will be \$2,700 for single coverage, and \$5,400 for single plus one and family coverage. Employee premiums for single coverage will increase from 10% to 15%, and premiums for family and single plus one coverage will increase from 17% to 23%. Police Management will also receive the same contributions to their Health Savings Account as rank and file officers. Health Savings Account (funded by City and employees)
 1. 2018 and 2019
 - a. Single - \$1,300 lump sum with up to \$500 match
 - b. Family - \$2,600 lump sum with up to \$1,000 match
 2. 2020 and 2021
 - a. Single - \$1,300 lump sum with up to \$375 match
 - b. Family - \$2,600 lump sum with up to \$750 match
4. **Movement to the same sick leave and annual leave accrual as rank and file police officers.** The 3200 hour maximum accumulation of sick leave changes to an unlimited accrual of sick leave, but the payout terms do not change from those that currently exist.

Upon retirement, payout is 1 for 1 for the first 1,200 hours of sick leave and then 1 for 4 for hours in excess of 1,200 up to a maximum payout of an additional 500 hours. Annual leave accrual will change to the same graduated scale as rank and file officers with the maximum annual accrual increasing from 144 hours per year to 197 hours per year.

The Human Resources Department recommends your approval of this Ordinance. The Personnel Board recommended approval of this Ordinance at its January 25, 2018 meeting.

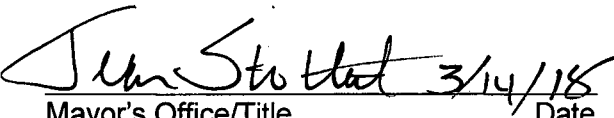
Respectfully submitted,

Referred to City Council for Consideration:



Tim Young
Human Resources Director

3-1-18
Date

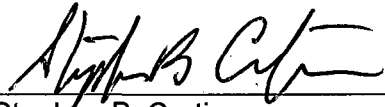


Mayor's Office/Title

3/14/18
Date

Approved as to Funding:

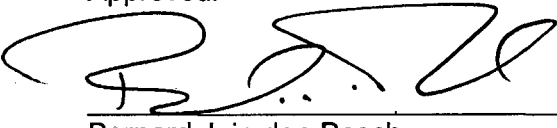
Approved:



Stephen B. Curtiss
Finance Director

3/12/18
Date

SBC



Bernard J. in den Bosch
Deputy City Attorney

2/23/18
Date

ORDINANCE NO. 41448

1 AN ORDINANCE to amend Sections 23-177 and 23-178 of Chapter 23 of the Omaha Municipal
2 Code to reflect changes negotiated between the City of Omaha and the Omaha Police
3 Managers Association for the years 2018 through 2021; to provide for a wage increase
4 for individuals holding the rank of Police Chief and Deputy Police Chief; to provide for a
5 change in the method of calculation of longevity pay; to provide that members of police
6 management will change to the High Deductible Healthcare Plan (HDHP) in place for
7 police bargaining employees; to provide that any ordinances of the City of Omaha, and
8 any rules and regulations promulgated thereunder, which are in conflict with this
9 ordinance shall not be applicable to those employees in Police Management; and to
10 provide the effective date hereof.

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

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

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

18 **“Sec. 23-177. Classifications and pay rates schedule.**

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

20 **D. CLASSIFICATIONS – POLICE MANAGEMENT**

21
22 ~~2013 SALARIES. Effective December 23, 2012.~~
23

Code No.	Class Title	Pay Range	A	B	C
2710	Deputy Police Chief	(1MP—AN)	124,458	126,947	129,486
2730	Police Chief	(7 MP—AN)	151,153	154,176	157,260

	Pay Range	D	E	F
Deputy Police Chief	(1MP—AN)	132,076	134,718	137,412
Police Chief	(7 MP—AN)	160,405	163,613	166,885

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2014 SALARIES. Effective December 22, 2013. (1.75 percent increase over 2013 annual salaries)

Code No.	Class Title	Pay Range	A	B	C
2710	Deputy Police Chief	(1MP—AN)	126,636	129,169	131,752
2730	Police Chief	(7 MP—AN)	153,798	156,874	160,012
		Pay Range	D	E	F
	Deputy Police Chief	(1MP—AN)	134,387	137,076	139,817
	Police Chief	(7 MP—AN)	163,212	166,476	169,805

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2015 SALARIES. Effective December 21, 2014. (2.0 percent increase over 2014 annual salaries)

Code No.	Class Title	Pay Range	A	B	C	
2710	Deputy Police Chief	(1MP—AN)	129,169	131,752	134,387	
2730	Police Chief	(7 MP—AN)	156,874	160,011	163,212	
		Pay Range	D	E	F	G
	Deputy Police Chief	(1MP—AN)	137,075	139,818	142,613	
	Police Chief	(7 MP—AN)	166,476	169,806	173,201	176,665

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2016 SALARIES. Effective December 20, 2015. (2.0 percent increase over 2015 annual salaries)

Code No.	Class Title	Pay Range	A	B	C	
2710	Deputy Police Chief	(1MP—AN)	131,752	134,387	137,075	
2730	Police Chief	(7 MP—AN)	160,011	163,211	166,476	
		Pay Range	D	E	F	G
	Deputy Police Chief	(1MP—AN)	139,817	142,614	145,465	
	Police Chief	(7 MP—AN)	169,806	173,202	176,665	180,198

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2017 SALARIES. Effective December 18, 2016. (2.0 percent increase over 2016 annual salaries)

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Code No.	Class Title	Pay Range	A	B	C	
2710	Deputy Police Chief	(1MP—AN)	134,387	137,075	139,817	
2730	Police Chief	(7 MP—AN)	163,211	166,475	169,806	
		Pay Range	D	E	F	G
	Deputy Police Chief	(1MP—AN)	142,613	145,466	148,374	
	Police Chief	(7 MP—AN)	173,202	176,666	180,198	183,802

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~~2018 SALARIES. Effective December 17, 2017. (2.0 percent increase over 2017 annual salaries)~~

Code No.	Class Title	Pay Range	A	B	C	
2710	Deputy Police Chief	(1MP—AN)	137,075	139,817	142,613	
2730	Police Chief	(7 MP—AN)	166,475	169,805	173,202	
		Pay Range	D	E	F	G
	Deputy Police Chief	(1MP—AN)	145,465	148,375	151,341	
	Police Chief	(7 MP—AN)	176,666	180,199	183,802	187,478

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2018 SALARIES. Effective December 17, 2017. (3.0 percent increase over 2017 annual salaries for Deputy Chief, 2.0 percent increase over 2017 annual salaries for steps A-F for Chief, 8.0 percent increase for step G)

Code No.	Class Title	Pay Range	A	B	C	
2710	Deputy Police Chief	(1MP—AN)	138,424	141,190	144,019	
2730	Police Chief	(7 MP—AN)	166,475	169,805	173,202	
		Pay Range	D	E	F	G
	Deputy Police Chief	(1MP—AN)	146,890	149,822	152,818	
	Police Chief	(7 MP—AN)	176,666	180,199	183,802	198,500

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2019 SALARIES. Effective December 16, 2018. (3.0 percent increase over 2018 annual salaries)

Code No.	Class Title	Pay Range	A	B	C	
2710	Deputy Police Chief	(1MP—AN)	142,584	145,434	148,346	

<u>2730</u>	<u>Police Chief</u>	<u>(7 MP—AN)</u>	<u>171,475</u>	<u>174,907</u>	<u>178,402</u>	
		<u>Pay Range</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>
	<u>Deputy Police Chief</u>	<u>(1MP—AN)</u>	<u>151,299</u>	<u>154,315</u>	<u>157,394</u>	
	<u>Police Chief</u>	<u>(7 MP—AN)</u>	<u>181,979</u>	<u>185,598</u>	<u>189,322</u>	<u>204,464</u>

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2020 SALARIES. Effective December 15, 2019. (3.0 percent increase over 2019 annual salaries)

<u>Code No.</u>	<u>Class Title</u>	<u>Pay Range</u>	<u>A</u>	<u>B</u>	<u>C</u>	
<u>2710</u>	<u>Deputy Police Chief</u>	<u>(1MP—AN)</u>	<u>146,869</u>	<u>149,802</u>	<u>152,797</u>	
<u>2730</u>	<u>Police Chief</u>	<u>(7 MP—AN)</u>	<u>176,613</u>	<u>180,149</u>	<u>183,747</u>	
		<u>Pay Range</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>
	<u>Deputy Police Chief</u>	<u>(1MP—AN)</u>	<u>155,834</u>	<u>158,954</u>	<u>162,115</u>	
	<u>Police Chief</u>	<u>(7 MP—AN)</u>	<u>187,429</u>	<u>191,173</u>	<u>195,000</u>	<u>210,600</u>

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2021 SALARIES. Effective December 27, 2020. (3.0 percent increase over 2020 annual salaries)

<u>Code No.</u>	<u>Class Title</u>	<u>Pay Range</u>	<u>A</u>	<u>B</u>	<u>C</u>	
<u>2710</u>	<u>Deputy Police Chief</u>	<u>(1MP—AN)</u>	<u>151,278</u>	<u>154,294</u>	<u>157,373</u>	
<u>2730</u>	<u>Police Chief</u>	<u>(7 MP—AN)</u>	<u>181,917</u>	<u>185,557</u>	<u>189,259</u>	
		<u>Pay Range</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>
	<u>Deputy Police Chief</u>	<u>(1MP—AN)</u>	<u>160,514</u>	<u>163,717</u>	<u>166,982</u>	
	<u>Police Chief</u>	<u>(7 MP—AN)</u>	<u>193,045</u>	<u>196,914</u>	<u>200,845</u>	<u>216,923</u>

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

12 follows:

13 **"Sec. 23-181. – Longevity pay.**

14

15 *Functional.* Functional employees shall receive longevity pay in addition to their base
16 pay on the basis of the following schedule:

17

18 Seven to 14 years of completed continuous service, per month (payable in 26
19 installments of \$9.01 per pay period) \$19.52

20

21 14 to 21 years of completed continuous service, per month (payable in 26 installments of
22 \$18.00 per pay period) 39.00

23

1 21 years and over of completed continuous service, per month (payable in 26
2 installments of \$28.21 per pay period) 61.12

3 Continuous service within the meaning of this section shall be based on continuous
4 length of service without a break or interruption; provided that any suspension for disciplinary
5 purposes, absence on authorized leave with pay, absence on authorized leave without pay, or
6 layoff for 30 calendar days or less shall not constitute a break or interruption of service.
7 Longevity pay shall be earned on the first day of the month following an employee's longevity
8 qualification date.

9 *CMPTEC.* Civilian management employees shall receive longevity pay in addition to
10 their base pay on the basis of the following schedule:

11 Seven to 14 years of completed continuous service, per month (payable in 26
12 installments of \$13.85 per pay period) \$30.00

13 14 to 21 years of completed continuous service, per month (payable in 26 installments of
14 \$27.69 per pay period) 60.00

15 21 years and over of completed continuous service, per month (payable in 26
16 installments of \$41.54 per pay period) 90.00

17 Continuous service within the meaning of this section shall be based on continuous
18 length of service without a break or interruption; provided that any suspension for disciplinary
19 purposes, absence on authorized leave with pay, absence on authorized leave without pay, or
20 layoff for 30 calendar days or less shall not constitute a break or interruption of service.
21 Longevity pay shall be earned on the first day of the month following an employee's longevity
22 qualification date.

23 *AEC.* AEC employees shall receive longevity pay in addition to their base pay on the
24 basis of the following schedule:

25 Seven to 14 years of completed continuous service, per month (payable in 26
26 installments of \$13.85 per pay period) \$30.00

27 14 to 21 years of completed continuous service, per month (payable in 26 installments of
28 \$27.69 per pay period) 60.00

29 21 years and over of completed continuous service, per month (payable in 26
30 installments of \$41.54 per pay period) 90.00

31 Continuous service within the meaning of this section shall be based on continuous
32 length of service without a break or interruption; provided that any suspension for disciplinary
33 purposes, absence on authorized leave with pay, absence on authorized leave without pay, or
34 layoff for 30 calendar days or less shall not constitute a break or interruption of service.
35 Longevity pay shall be earned on the first day of the month following an employee's longevity
36 qualification date.

37 *Police management.* Police management employees shall receive longevity pay in
38 addition to their base pay on the basis of the following schedule, subject to the paragraph
39 immediately thereafter:

40 ~~Seven to 14 years of completed continuous service, \$56.25 per pay period.~~

41 ~~14 to 21 years of completed continuous service, \$118.75 per pay period.~~

42 ~~21 years and over of completed continuous service, \$150.00 per pay period.~~

43 ~~Effective December 26, 2010, police management employees shall receive longevity pay~~
44 ~~in addition to their base pay on the basis of the following schedule:~~

45 ~~Seven to 14 years of completed continuous service, \$57.94 per pay period or \$1,506.38~~
46 ~~yearly.~~

47 ~~14 to 21 years of completed continuous service, \$122.31 per pay period or \$3,180.13~~
48 ~~yearly.~~

49 ~~21 years and over of completed continuous service, \$154.50 per pay period or~~
50 ~~\$4,017.00 yearly.~~

1 Seven to 14 years of completed continuous service, 3.25 percent of the employee's
2 actual base pay per pay period.

3 14 to 21 years of completed continuous service, 3.50 percent of the employee's actual
4 base pay per pay period.

5 21 years and over of completed continuous service, 3.75 percent of the employee's
6 actual base pay per pay period.

7 Effective upon the adoption of the Ordinance making the change to longevity pay for
8 Police Management, the current flat dollar amount of longevity pay will be converted to a
9 percentage of the actual base pay for 2017 for the employee's actual pay step. The longevity
10 for the 2018 payroll year shall be one half of one percent higher than the percentage for 2017
11 and such percentage shall increase one half of one percent per payroll year until the employee
12 reaches the percentages detailed above.

13 *Fire management* . Fire management employees shall receive longevity pay in addition
14 to their base pay on the basis of the following schedule:

15 Seven to 14 years of completed continuous service, \$56.25 per pay period.

16 14 to 21 years of completed continuous service, \$118.75 per pay period.

17 21 years and over of completed continuous service, \$150.00 per pay period.

18 Effective December 26, 2010, fire management employees shall receive longevity pay in
19 addition to their base pay on the basis of the following schedule:

20 Seven to 14 years of completed continuous service, 3.25 percent of the employee's
21 actual base pay per pay period.

22 14 to 21 years of completed continuous service, 3.50 percent of the employee's actual
23 base pay per pay period.

24 21 years and over of completed continuous service, 3.75 percent of the employee's
25 actual base pay per pay period."
26

27 Section 4. That Section 23-363 of the Omaha Municipal Code is hereby amended as

28 follows:

29 **"Sec. 23-363. – Maximum accumulation.**

30
31 A. *Functional*. Functional employees may accrue sick leave to a maximum of 2,500 hours;
32 provided that any such employee who shall maintain 800 through and including 2,500 or more
33 of accrued sick leave shall receive one and nine-tenths additional hours of annual leave for
34 each pay period of service. Notwithstanding the increase in accumulated sick leave provided for
35 herein, the payoff of accumulated leave provided for in section 23-369 shall be limited to a
36 maximum of 2,000 hours.

37 B. *CMPTEC*. CMPTEC employees may accrue sick leave to a maximum of 2,500 hours;
38 provided that any such employee who shall maintain 800 through and including 2,500 hours or
39 more of accrued sick leave shall receive one and nine-tenths additional hours of annual leave
40 for each pay period of service. Notwithstanding the increase in accumulated sick leave provided
41 for herein, the payoff of accumulated leave provided for in section 23-369 shall be limited to a
42 maximum of 2,000 hours.

43 C. *AEC*. AEC employees may accrue sick leave to a maximum of 2,500 hours; provided that
44 any such employee who shall maintain 800 through and including 2,500 hours or more of
45 accrued sick leave shall receive one and nine-tenths additional hours of annual leave for each
46 pay period of service. Notwithstanding the increase in accumulated sick leave provided for

1 herein, the payoff of accumulated leave provided for in section 23-369 shall be limited to a
2 maximum of 2,000 hours.

3 D. *Police management*. Police management employees may accrue sick leave to a maximum
4 of ~~3,200 hours~~ an uncapped amount of sick leave; provided that such employee who shall
5 maintain 1,600 hours of accrued sick leave shall receive two ~~one and nine-tenths~~ additional
6 hours of annual leave for each pay period of service. Any employee promoted from a union
7 position to a police management position who immediately prior to said promotion had
8 accumulated to the maximum allowed sick leave, shall continue to earn two ~~one and nine-tenths~~
9 hours of annual leave so long as the employee maintains the maximum allowed accumulation of
10 sick leave.

11 E. *Fire management*. Fire management employees may accrue sick leave to a maximum of
12 4,800 hours; provided that any such employee who shall maintain 2,400 hours of accrued sick
13 leave shall receive three additional hours of annual leave per pay period to a maximum of 72
14 hours in a calendar year. Any fire management employee assigned to a 40-hour work week may
15 accrue sick leave to a maximum of 3,200 hours, provided that any such employee who shall
16 maintain 1,600 hours of sick leave shall receive two additional hours of annual leave for such
17 pay period of service. Any employee promoted from a union position to a fire management
18 position who immediately prior to said promotion had accumulated to the maximum allowed sick
19 leave, shall continue to earn the above bonus hours of annual leave so long as the employee
20 maintains the maximum allowed accumulation of sick leave. Any employee promoted from a
21 union position to a fire management position, shall carry forward into such management position
22 his/her accumulated balances of sick and annual leave, and any balances in any leave banks.
23 ~~Upon passage of this labor agreement, fire management employees shall be credited with an~~
24 ~~additional 1,300 hours of sick leave.~~

25
26 Section 5. That Section 23-402 of the Omaha Municipal Code is hereby amended as
27 follows:

28 **"Sec. 23-402. -- City's contribution generally; premium.**
29

30 The city shall provide a group health care plan for each employee and covered dependents.
31 Such employees may elect their health insurance coverage as follows: single coverage, single
32 plus one coverage, or family coverage. Employees selecting single plus one coverage shall pay
33 two times the single COBRA rate for their premium.

34 Effective December 26, 2010, all current and newly hired CMPTEC and AEC employees
35 shall pay a premium for this health care plan of six percent of the applicable COBRA rate. Police
36 management employees shall pay a premium for this health care plan of six percent of the
37 applicable COBRA rate.

38 Effective December 25, 2011, all current and newly hired police management, CMPTEC,
39 AEC employees and effective 30 days after legal execution of Ordinance No. 39422, fire
40 management, shall pay a premium for this health care plan of seven percent of the applicable
41 COBRA rate.

42 Effective December 26, 2010, all current and newly hired functional employees shall pay a
43 premium for this health care plan of seven percent of the COBRA rate for single coverage,
44 single plus one coverage, or family coverage.

1 Effective upon adoption of the Ordinance approving the Agreement between the City and
2 the Police Manager's Association for 2018 through 2021, all current and newly hired police
3 management employees shall pay a premium for their health care plan based on the blended
4 health care premium equivalency rate of the members of the Plan to which members of the
5 Omaha Police Officer's Association are a part of in the following amounts: Family – twenty-three
6 percent(23%); Single plus 1 – twenty-three percent(23%) and Single – fifteen percent (15%).

7 All employees newly hired with the city shall have a one-year waiting period on any
8 preexisting condition(s) unless such employee presents to the city evidence that he/she had,
9 with a previous employer, continuous health coverage without a break in service of 63 days
10 within the last 18 months prior to his/her employment with the city.

11
12 Section 6. That Section 23-403 of the Omaha Municipal Code is hereby amended as

13 follows:

14 **"Sec. 23-403. – Health care benefits.**

15
16 Sec. 23-403. - Health care benefits.

17 A. Health care benefits for CMPTEC, AEC, functional employees, and fire management
18 employees.

19 (a) The health care plan provided herein shall be set forth in the master contract on file with
20 and administered by the city's third party administrator or health insurance provider. The
21 city shall provide employees with a written summary of the health care benefits herein.
22 Such health care coverage shall commence on the first day of employment.

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

24 (1) Effective June 19, 2001, comprehensive major medical health care coverage with 70
25 percent paid by the city and 30 percent paid by the employee on all covered charges,
26 unless the health care services are provided by a preferred provider organization
27 (PPO), in which case the city shall pay 80 percent and the employee shall pay 20
28 percent of the covered charges.

29 (2) For CMPTEC, AEC, functional employees, ~~police management, and effective 30 days~~
30 ~~after legal execution of Ordinance No. 39422,~~ fire management, a deductible of
31 \$400.00 for an individual with single coverage, \$400.00/per individual with single plus
32 one coverage, or \$800.00 aggregate for family coverage; deductible will apply to all
33 covered services.

34 (3) There is no maximum lifetime benefit per individual, but there remains a \$20,000.00
35 maximum lifetime benefit for chemical dependency.

36 (4) For CMPTEC, AEC, functional employees, and ~~effective 30 days after legal execution~~
37 ~~of Ordinance No. 39422~~ for fire management, stop loss (maximum cost to the
38 employee for covered medical service in a calendar year) of \$1,000.00 for a person
39 with single coverage, \$1,000.00 per individual with single plus one coverage, or
40 \$2,000.00 aggregate for family coverage, all per year. The deductible applies to the
41 stop loss.

1 ~~(5) For police management, stop loss (maximum cost to the employee for covered~~
2 ~~medical service in a calendar year) of \$600.00 for a person with single coverage,~~
3 ~~\$600.00 per individual with single plus one coverage, or \$1,200.00 aggregate for family~~
4 ~~coverage, all per year. The deductible applies to the stop loss.~~

5 (56) Effective June 19, 2001, the following items shall be excluded from coverage: a)
6 elective corrective eye surgery (such as RK, PRK, Lasik, and its successors) and b) all
7 fertility procedures and fertility drug coverage.

8 (67) For functional employees, CMPTEC employees, AEC employees, police
9 management employees, and for fire management employees effective 30 days after
10 legal execution of Ordinance No. 39422, the city will institute a wellness program
11 where the city will allow coverage up to \$200.00 for each covered individual for
12 preventative services of well-baby exams, routine physicals, school physicals, annual
13 well woman examinations, routine colonoscopies, routine mammograms,
14 immunizations, pap smears. Such coverage shall be handled through the city's health
15 care provider in a manner similar to covered benefits under the health care plan,
16 including application of any amounts to be paid against the covered individual's
17 deductibles. After such coverage is met on any of these listed preventive services, any
18 further preventative services are subject to the normal deductible and coinsurance
19 under the health care plan.

20 (78) Hospital precertification. All inpatient admissions must be certified. Planned
21 admission, or as soon as medically possible. The penalty for failure to certify is
22 \$500.00 of in-hospital charges. The penalty for hospitalization past certified number of
23 days is a reduction of coverage by 50 percent of both physician and hospital charges.
24 All inpatient admissions must be precertified as above. Hospitalizations beyond the
25 certified number of days must be recertified. If the hospitalization is recertified, there is
26 no penalty. The penalty for hospitalization past the certified number of days is a
27 reduction by 50 percent of both physician and hospital covered charges, which will not
28 be paid by the city and will be the responsibility of the employee.

29 (89) Any disputes regarding precertification or recertification in a particular case may be
30 presented to the city's disputes committee.

31 (940) For CMPTEC employees, functional employees, and AEC employees that
32 voluntarily participate and follow the rules of the city wellness program, they will be
33 eligible for city-specified incentives, including but not limited to, reductions in health
34 insurance premiums, waiving of health insurance copays for specified medical facilities,
35 gift cards, gym memberships, etc. No employee is required to participate in the
36 wellness program and the city maintains the absolute right to set forth the terms and
37 conditions surrounding the program.

38 B. Health care for police management employees.

39 (a) Police management employees will have the same High Deductible Healthcare Plan
40 (HDHP) that is being implemented for police bargaining employees effective January 1,
41 2018. If the City negotiates a new health care plan with the Omaha Police Officers
42 Association during the term of this Agreement, then the police management group will have
43 the ability to inform the City that they want to move to the same plan and the City shall do
44 so. The health care plan provided herein shall be set forth in the summary plan description
45 on file with and administered by the city's third party administrator or health insurance

1 provider. The city shall provide employees with a written summary of the health care
2 benefits herein. Such health care coverage shall commence on the first day of employment.

3 (b) The health care benefits shall include, without limitation:
4

5 (1)In-patient Hospital Precertification: - All in-hospital admissions must be certified.
6 Planned admissions must be certified in advance. Emergency admissions must be certified
7 within 24 hours of admission or as soon as medically possible. The penalty for failure to
8 certify is \$500 of the hospital charges. Hospitalizations beyond the certified number of days
9 must be recertified. If the hospitalization is recertified, there is no penalty. The penalty for
10 hospitalization past certified number of days without recertification: is a reduction by 50% of
11 both physician and hospital charges.

12
13 (2)Hospital certifications (and recertifications) shall be phoned in to a telephone number
14 provided each employee on his/her I.D. card. The employee or any person on his behalf
15 (e.g., spouse, nurse, doctor, hospital personnel) may precertify.

16
17 Any disputes regarding precertification or recertification in a particular case may be
18 presented to the CITY'S Disputes Committee.

19
20 (3)The health care benefit is a Qualified High Deductible Health Plan with a network
21 component. Benefits are available for service from in-or out-of-network providers, a \$2,700
22 deductible applies for single coverage and/or \$5,400 embedded deductible for Single + 1
23 and Family coverage per calendar year. The deductible for an out-of-network provider will
24 be twice the in-network amount. Should Federal regulations require changes to the
25 deductible or any other plan benefits, the plan will comply with said requirements.

26
27 (4)The maximum lifetime benefit per plan member is unlimited.

28
29 (5)Prescription Coverage: A Pharmacy Benefit Manager (PBM) manages administration of
30 the prescription drug benefit. Prescription drug services are available from in- and out-of-
31 network pharmacies. When an in-network pharmacy is utilized both deductible and
32 coinsurance amounts apply to the out-of-pocket maximum. Out of network pharmacies will
33 be handled as shown on the summary plan description on file for police bargaining and
34 administered by the City's third party administrator- the cost will be applied to the deductible
35 and then will be covered at 50%.

36
37 Unless specifically required by the physician, generic drugs will be dispensed whenever
38 possible.

39
40 (6)WELLNESS PROGRAM: Preventative services as outlined by the Affordable Care Act
41 (ACA) are covered with no member cost sharing when received from an in-network
42 provider. If preventative services are received from an out-of-network provider the benefit
43 is limited to \$175 for employee only.

44
45 Members of the bargaining group who voluntarily participate and follow the rules of the
46 CITY Wellness Program will be eligible for CITY-specified incentives, including but not
47 limited to, reductions in health insurance premiums, waiving of health insurance copays for
48 specified medical facilities, gift cards, gym memberships, etc. No employee is required to

1 participate in the Wellness Program and the CITY maintains the absolute right to set forth
2 the terms and conditions surrounding the program.

3
4 (7)VISION PROGRAM: If the Omaha Police Officer Association creates a voluntary Vision
5 Program for its members that are funded entirely by the employee, the City shall work with
6 police management in order to allow them to participate.

7
8 (8)The above summary only highlights the covered benefits under the Qualified High
9 Deductible Health Plan. For a more extensive review, consult the Summary Plan
10 Description provided by the City's third party administrator.

11
12 (9)HEALTH SAVINGS ACCOUNT (HSA)

13
14 The CITY shall make a contribution to a HSA on behalf of the employee in the following
15 amounts:

16
17 2018 and 2019

18
19 Single: \$1,300 annual contribution then 75% City match up to \$500 on the first
20 \$666.67 of employee contributions. The maximum cumulative CITY lump sum
21 and matching contribution shall be \$1,800.

22
23 Single + 1 and Family: \$2,600 annual contribution then 75% City match up to
24 \$1,000 on the first \$1,333.33 of employee contributions. The maximum
25 cumulative CITY lump sum and matching contribution shall be \$3,600.

26
27 2020 and 2021

28
29 Single: \$1,300 annual contribution then a 50% City match up to \$375 on the first
30 \$750 of employee contributions. The maximum cumulative CITY lump sum and
31 matching contribution shall be \$1,675.

32
33 Single + 1 and Family: \$2,600 annual contribution then 50% City match up to
34 \$750 on the first \$1,500 of employee contributions. The maximum cumulative
35 CITY lump sum and matching contribution shall be \$3,350.

36
37 OTHER CONDITIONS

38
39 The CITY's annual HSA contribution will be contributed as a lump sum on the
40 first pay period of the calendar year.

41
42 For employees hired mid-year, the CITY's annual contribution will be prorated for
43 the remaining months of the plan year.

44
45 Section 7. That Section 23-404 of the Omaha Municipal Code is hereby amended as
46 follows:

47 **"Sec. 23-404. – Prescription cards.**
48

1 For CMPTEC, AEC, functional employees, ~~police management, and effective 30 days after~~
2 ~~legal execution of Ordinance No. 39422,~~ fire management, the city shall pay covered
3 prescription costs through an employee "prescription card" in addition to benefits identified
4 above. The prescription card plan shall include the following:

5 (a) Each employee will be issued a card which will allow the employee or covered
6 member(s) to purchase prescriptions by paying, at the time and site of purchase and
7 after the applicable yearly deductible has been satisfied, the following based on a
8 tiered prescription system:

9 (1) Generic: actual cost of the drug up to \$5.00.

10 (2) Formulary brands: 20 percent of the cost of each covered prescription (minimum
11 \$20.00, maximum \$40.00).

12 (3) Non-formulary brands: 20 percent of the cost of each covered prescription
13 (minimum \$30.00, maximum \$60.00).

14 (b) The yearly deductible shall be \$100.00 for single, single plus one, or family coverage.
15 The prescription deductible and co-insurance are separate and distinct from the health
16 coverage deductible and co-insurance, except prescriptions dispensed in the hospital
17 shall be applied to the health coverage deductible and co-insurance.

18 (c) Unless specifically required by the physician, generic drugs will be dispensed
19 whenever possible.

20 (d) The card will be valid at the majority of pharmacies in the Omaha area; however, it is
21 understood that some pharmacies may not participate. In order to be covered for
22 prescription costs within the city, the employee must use a participating pharmacy.

23 (e) After an employee has expended \$750.00 (after payment of the deductible) in a given
24 calendar year, the card will allow an employee to obtain covered prescriptions at a flat
25 rate of \$5.00 per prescription.

26 (f) The employee percentage cost per covered prescription may be higher when
27 prescriptions are purchased outside the city if participating pharmacies are available.
28 Additionally, the employee may be required to pay the total cost and then seek
29 reimbursement through a claim filing process.

30 (g) Prescriptions required for an extended period of time (i.e., in excess of 30 days) must
31 be ordered through the city's designated mail-order program. For a mail-order 90-day
32 supply, the employee must pay two co-pays, pursuant to subsection (a), above.

33
34 Section 8. That Section 23-519 of the Omaha Municipal Code is hereby amended as

35 follows:

36 "**Sec. 23-519. - Annual leave.**

37 (a) Each employee classified as police management shall earn vacation leave for continuous
38 service at the rate of:

39 Year of Service Annual Leave Hours earned per year

40
41 Initial Hire to 4 years 119 (4.57 hours per pay period)

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<u>After 4 years to 5 years</u>	<u>148 (5.69 hours per pay period)</u>
<u>After 5 years to 19 years</u>	<u>169 (6.50 hours per pay period)</u>
<u>After 19 years to 24 years</u>	<u>189 (7.27 hours per pay period)</u>
<u>After 24 years</u>	<u>197 (7.58 hours per pay period)</u>

~~eight hours for each full month of service; provided that such employees with three or more years of continuous service shall thereafter earn 12 hours for each full month of 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 days or less shall not constitute a break or interruption in service.~~

- (b) Unused vacation leave for employees in the classified services in excess of 320 hours shall not be carried forward from one calendar year to the next.
- (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. 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 9. That Section 23-177 of the Omaha Municipal Code as heretofore existing is hereby repealed.

Section 10. That the Summary of Benefits prepared by BlueCross BlueShield of Nebraska for police bargaining employees is attached to this ordinance and shall generally describe the health insurance program for members of police management as detailed in Section 6 above.

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

1 Section 12. This Ordinance shall be in full force and take effect fifteen days from and
2 after its passage.
3

INTRODUCED BY COUNCILMEMBER

Ben B. Bray

APPROVED BY:

Jan Stothert 4/12/18
MAYOR OF THE CITY OF OMAHA DATE

PASSED APR 10 2018 7-0

ATTEST:

EPJ 4/12/18
CITY CLERK OF THE CITY OF OMAHA DATE

APPROVED AS TO FORM:

[Signature] 2/28/18
DEPUTY CITY ATTORNEY DATE

Summary of Benefits



**City of Omaha – Police Bargaining
Active Employees and Retirees after
September 19, 2010
\$2,700 HDHP Plan**

Effective Date: January 1, 2018

	In-network Provider	Out-of-network Provider ¹
Deductible (the amount the Covered Person pays each Calendar Year for Covered Services before benefits are payable) <ul style="list-style-type: none"> Individual Employee + 1 Family (Embedded)² 	\$2,700 \$5,400 \$5,400	\$5,400 \$10,800 \$10,800
Coinsurance (the percentage amount the Covered Person must pay for most Covered Services after the Deductible has been met) <ul style="list-style-type: none"> Covered Person pays 	0%	30%
Out-of-pocket Limit (does not include premium, penalty and amounts not covered by the plan) ³ <ul style="list-style-type: none"> Individual Employee + 1 Family 	\$2,700 \$5,400 \$5,400	\$10,800 \$21,600 \$21,600
Physician Office <ul style="list-style-type: none"> Primary Care Physician (including quick care clinics) Office Services Specialist Physician Office Services 	Deductible, then Plan Pays 100% Deductible, then Plan Pays 100%	Deductible & Coinsurance Deductible & Coinsurance
Preventive Services <ul style="list-style-type: none"> Affordable Care Act (ACA) required Preventive Services (may be subject to limits that include, but are not limited to age, gender, and frequency) ACA required covered Preventive Services (outside of limits) Other covered Preventive Services not required by ACA Immunizations <ul style="list-style-type: none"> Pediatric (up to age 7) Age 7 and older 	Plan Pays 100% Plan Pays 100% Plan Pays 100% Plan Pays 100% Plan Pays 100%	EMPLOYEE ONLY, plan pays at 100% of first \$175, then Deductible & Coinsurance. DEPENDENTS: Not covered
Urgent Care Facility	Deductible, then Plan Pays 100%	Deductible & Coinsurance
Emergency Room Services (Services received in a hospital emergency room setting)	Deductible, then Plan Pays 100%	
Inpatient and Outpatient Hospital Facility Services	Deductible, then Plan Pays 100%	Deductible & Coinsurance
Telehealth Services	Deductible, then Plan Pays 100%	Not Covered

Prescription Drugs	In-network Provider	Out-of-network Provider
Retail – per 30-day supply <ul style="list-style-type: none"> • Generic (including non-formulary contraceptives) • Formulary brand name • Non-formulary brand name 	Deductible, then Plan Pays 100% Deductible, then Plan Pays 100% Deductible, then Plan Pays 100%	Deductible & Coinsurance + 50% Penalty Deductible & Coinsurance + 50% Penalty Deductible & Coinsurance + 50% Penalty
Mail order – per 90-day supply <ul style="list-style-type: none"> • Generic (including non-formulary contraceptives) • Formulary brand name • Non-formulary brand name 	Deductible, then Plan Pays 100% Deductible, then Plan Pays 100% Deductible, then Plan Pays 100%	Not Covered Not Covered Not Covered
Specialty drugs (specialty drugs must be purchased through a designated specialty pharmacy after two fills)	Same as Retail	Not Covered

NOTES

¹In-network and Out-of-network Deductible and Out-of-pocket Limits are separate and cross accumulate. All other limits (days, visits, sessions, dollar amounts, etc.) do cross accumulate between In-network and Out-of-network, unless noted differently.

²Embedded – if you have single coverage, you only need to satisfy the individual Deductible and Out-of-pocket Limit amounts. If you have family coverage, no one family member contributes more than the individual amount. Family members may combine their covered expenses to satisfy the required family Deductible and Out-of-pocket Limit amounts.

³Once the annual Out-of-pocket Limit is reached, most covered Services are payable by the plan at 100% for the rest of the Calendar Year.

This document is a brief overview of the Deductible and Coinsurance amounts under the plan. It is a general overview only. It does not provide all the details of the coverage provided by the plan, including benefits, exclusions and limitations. In the event there are discrepancies between this document and the Summary Plan Description (SPD), the terms and conditions of the SPD will govern. For more complete information, refer to your SPD.

Blue Cross and Blue Shield of Nebraska (BCBSNE) provides claim administration services only and assumes no financial risk or responsibility for claims as provided in the Administrative Services Agreement between BCBSNE and the plan.

ORDINANCE NO. 41448

Item Submitted By: Bernard in den Bosch

Department: Law

Council Meeting Dates:

First Reading: March 20, 2018

Second Reading and Public Hearing: March 27, 2018

Third Reading: April 10, 2018

An ordinance to amend Sections 23-177 and 23-178 of Chapter 23 of the Omaha Municipal Code to reflect changes negotiated between the City of Omaha and the Omaha Police Managers Association for the years 2018 through 2021; to provide for a wage increase for individuals holding the rank of Police Chief and Deputy Police Chief; to provide for a change in the method of calculation of longevity pay; to provide that members of police management will change to the High Deductible Healthcare Plan (HDHP) in place for police bargaining employees; 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.

✓23

PUBLICATIONS

PUBLICATION OF HEARING: 3-23-18
PUBLICATION OF PASSAGE: 4-18-18

Presented to City Council

April 10, 2018

.....
APPROVED 7-0
.....

Elizabeth Butler

.....
City Clerk