

Bond Case Briefs

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Abbott v. City of Bellevue

Supreme Court of Nebraska - December 3, 2021 - N.W.2d - 310 Neb. 496 - 2021 WL 5751275

Police officers and their union brought § 1983 action against city challenging its decision to increase amount it regularly deducted from officers' paychecks to fund their retirement plan, alleging violations of federal and state constitutions.

The District Court found that, with respect to some officers, city unconstitutionally impaired its contractual obligations, and ordered city to insert certain language into document governing retirement plan. Officers and union appealed.

The Supreme Court held that:

- District court could not address issue of how defined contribution payment should be calculated;
- Supreme Court would remove language improperly inserted by district court into agreement;
- Officers and union were "prevailing parties" for purposes of entitlement to attorney fee; and
- Supreme Court would remand for reconsideration of attorney fee entitlement.

District Court could not address issue of how defined contribution payment should be calculated, in § 1983 action brought by police officers and their union against city challenging its decision to increase amount it regularly deducted from officers' paychecks to fund their retirement plan, where district court ordered language inserted into agreement governing retirement plan, essentially entering a declaration despite no party requesting such a declaration and agreement of both parties that such a calculation would ever be necessary.

The Supreme Court would remove language improperly inserted by district court into agreement between police officers, their union, and city governing retirement plan, which addressed issue of how defined contribution payment should be calculated, in § 1983 action brought by police officers and their union against city challenging its decision to increase amount it regularly deducted from officers' paychecks to fund their retirement plan, where amount officers would be entitled to receive if they elected defined contribution payment was not at issue, and parties agreed that it was unlikely amounts in any officer's retirement account would ever exceed defined benefit payment, as required for an officer to receive defined contribution payment.