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|----|-------------------|---------|
| 1. | Associates Degree | 1 Share |
| 2. | Bachelors Degree  | 2 Share |

(C) The parties agree to continue the Educational Incentive Committee, consisting of three (3) officers appointed by the PBPA and three (3) persons appointed by the Employer. The purpose of the committee shall be to research, identify, and make written recommendations to the Chief and the PBPA relative to the issue of educational incentives for members of the bargaining unit. The committee shall meet at least once a year (and otherwise by mutual agreement) to make recommendations regarding the disposition of educational reimbursement funds. Any disputes regarding decisions on entitlement to reimbursement and/or disbursement of funds shall be resolved by a flip of a coin provided the funding priorities and objectives of this section are met.

## **ARTICLE XXV**

### **INSURANCE**

#### **25.1 Group Health Insurance**

Officers shall be provided health insurance through a self-insured plan or under group insurance policy or policies selected by the Employer, and shall receive the same insurance benefits at the same premium levels as any other City employee. In the event that the Employer desires or determines to change or modify the existing health insurance program with regard to premiums or coverage, the Employer shall provide the PBPA with reasonable advance notice of any such change and shall consult with its representatives prior to the change.

#### **25.2 Retiree Health Insurance**

The Employer shall provide a payroll deduction to any bona fide Voluntary Employee Beneficiary Association (VEBA) established and maintained by the PBPA for the purpose of pre-funding retiree health insurance.

### **25.3 Non-Duplication of Benefits**

(A) In the event that any officer or his dependent(s) is entitled to benefits under any other group insurance plan or other employer's self-insurance plan providing benefits similar or identical to this Agreement, the benefits that would be payable under this group health insurance shall be reduced by the amount necessary, if any, so that the sum of all the benefits payable under this group health insurance and under any other plan shall not exceed the necessary, reasonable and customary expenses for surgical services rendered, and for all other services rendered, shall not exceed the amount provided for under this program. If the said other plan contains a provision for non-duplication of benefits, the plan or program insuring the individual as an employee (as distinguished from a dependent) will be considered primary and in the case of children, the plan or program insuring the father will be considered primary.

(B) The benefits provided for under the group health insurance covered by this Agreement shall be in substitution for any and all other plans providing hospital, medical, surgical, sickness, dental, etc., benefits. It is intended that the benefits provided by the group health insurance covered by this Agreement shall comply with and be in substitution for any provisions for similar benefits which are provided under any law now in effect or hereinafter in effect. If any benefits of a similar nature to those provided in this Agreement are required under any law now in effect or hereafter in effect and the benefits provided by the group health insurance covered by the Agreement are not considered in substitution therefor, the benefits provided for under the group health insurance covered by this Agreement shall be reduced by the amount of such benefit provided under such law. This section shall not apply to death benefits.

### **25.4 Miscellaneous**

The failure of any insurance carrier(s) to provide any benefit for which it has contracted shall result in no liability to the Employer or the PBPA; nor shall such a failure be considered a breach by the Employer or the PBPA of any obligation undertaken under this or by any other agreement. However, nothing in this Agreement

shall be construed to relieve any insurance carrier from any liability it may have to the Employer, PBPA member or beneficiary of any member. The terms of any contract or policy issued by an insurance carrier shall be controlling in all matters pertaining to benefits thereunder.

**ARTICLE XXVI**

**BULLETIN BOARDS**

The Employer shall provide the PBPA with two (2) bulletin boards at mutually agreed locations in the Department. No partisan, political or vulgar material shall be posted on such boards and one copy of all such material as is posted by the PBPA shall be delivered to the Chief of Police.

It shall be the responsibility of the PBPA to insure that all PBPA bulletin boards are maintained in accordance with this section, and all material shall be reviewed and outdated or non-complying material be removed.

**ARTICLE XXVII**

**PARKING**

In the event the Police Station is relocated to different quarters, sufficient parking spaces, no less than ten (10), shall be provided for use by the PBPA membership at no cost.

**ARTICLE XXVIII**

**NOTICES**

Unless elsewhere specified in this Agreement, any and all notifications and/or requests pertaining to or called for shall be in writing and personally served on the President or his designee for the PBPA and the Chief of Police or his designee for the Employer.

Verbal notifications and/or reports will be insufficient and void and warrant no action on the part of the recipient except as set forth in this Agreement.