

RESOLUTION #5, 2014

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is between John Ballay ("Mr. Ballay") and the City of Beech Grove, Indiana ("City"). This MOU sets forth the understanding between Mr. Ballay and the City as it pertains to insurance benefits upon his retirement from the Beech Grove Fire Department.

WHEREAS, on March 27, 2000, Mr. Ballay was hired by the City as a firefighter;

WHEREAS, on February 3, 2013, Mr. Ballay sustained a work-related injury and went on a disability leave;

WHEREAS, since his injury, Mr. Ballay has received benefits and treatment through the Indiana Workers Compensation Act;

WHEREAS, Mr. Ballay's disability retirement date becomes effective on May 29, 2014;

WHEREAS, upon his retirement, Mr. Ballay will receive benefits under the 1977 Police Officers' and Firefighters' Pension and Disability Fund, I.C. § 36-8-8 *et seq.*; and

WHEREAS, the City will provide Mr. Ballay certain lifetime insurance benefits pursuant to Article V of the City's *Employee Handbook*;

NOW THEREFORE, the City agrees to pay Mr. Ballay the following benefits the remainder of his lifetime:

1. The City shall pay one hundred percent (100%) of Mr. Ballay's premium for individual health insurance coverage at the current employee rate until he is eligible for Medicare benefits;
2. The City shall pay one hundred percent (100%) of Mr. Ballay's premium for individual dental coverage at the current employee rate for a period of one year, to and until May 28, 2015;
3. The City shall continue to pay premiums for individual life insurance of \$10,000 as it does for all retired employees. The life insurance does not have a cash value;
4. The City shall pay one hundred (100%) of Mr. Ballay's deductible for family coverage. Should Mr. Ballay participate in a health savings account ("HSA"), any amounts paid by the City per the HSA shall be offset by any monies paid to Mr. Ballay to satisfy the deductible. The City shall issue a check to Mr. Ballay for the balance of the deductible in January of each year;
5. Mr. Ballay shall be responsible for the payment of the premium and deductible amount of any family coverage in addition to his individual coverage. Mr. Ballay shall pay the employee rate for family coverage.

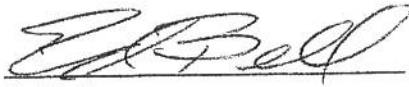
6. Should Mr. Ballay obtain his own health or dental insurance by other employment or otherwise, the City shall cease his individual and/or family coverage; and
7. Should Mr. Ballay predecease his wife, and his wife is remarried, the City shall cease coverage of his wife and/or children.

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the dates subscribed below.




John Ballay

May 8, 2014
Date



Ed Bell
Member, Board of Works
City of Beech Grove

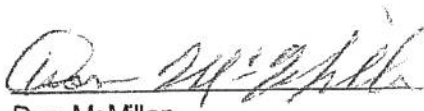
MAY 5, 2014
Date



Sandra Seward
Member, Board of Works
City of Beech Grove

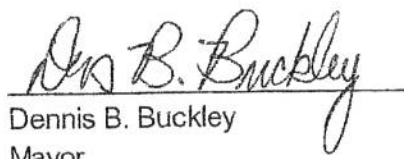
05-MAY-2014
Date

Attest:



Dan McMillan
Clerk Treasurer

MAY 5, 2014
Date



Dennis B. Buckley
Mayor
City of Beech Grove

MAY 5, 2014
Date