

CITY OF PEORIA  
AGREEMENT FOR CONTINUATION OF  
JOINT LABOR/MANAGEMENT HEALTH CARE COMMITTEE (LMHCC)  
TENTH EXTENSION

WHEREAS, the CITY OF PEORIA; the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES LOCAL #3464 (AFSCME); the PEORIA FIREFIGHTERS LOCAL #50 (FIREFIGHTERS); the PEORIA POLICE BENEVOLENT ASSOCIATION (BENEVOLENT); the TEAMSTERS, CHAUFFEURS AND HELPERS LOCAL UNION #627 (TEAMSTERS); the LABORERS' INTERNATIONAL UNION OF NORTH AMERICA LOCAL UNION #165 (LABORERS); the CENTRAL ILLINOIS DISTRICT COUNCIL OF CARPENTERS LOCAL UNION #183 (CARPENTERS); the INTERNATIONAL BROTHERHOOD OF PAINTERS AND ALLIED TRADES LOCAL UNION #157 (PAINTERS); and the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL UNION #51 (ELECTRICIANS) entered into an AGREEMENT FOR JOINT LABOR/MANAGEMENT HEALTH CARE COMMITTEE, a copy of which is attached hereto and incorporated herein, for purposes of administering the City's Health Insurance Program in 1993 for a three-year term; and

WHEREAS, all of the above-named parties entered into an AGREEMENT FOR CONTINUATION OF JOINT LABOR/MANAGEMENT HEALTH CARE COMMITTEE, a copy of which is attached hereto and incorporated herein, for the purpose of continuing to administer the City's Health Insurance Program for an additional period of three calendar years through December 1, 1999; and

WHEREAS, all of the above-named parties entered into an AGREEMENT FOR CONTINUATION OF JOINT LABOR/MANAGEMENT HEALTH CARE COMMITTEE (SECOND EXTENSION), a copy of which is attached hereto and incorporated herein, for the purpose of continuing to administer the City's Health Insurance Program for an additional period of three calendar years through December 1, 2002; and

WHEREAS, all of the above-named parties entered into an AGREEMENT FOR CONTINUATION OF JOINT LABOR/MANAGEMENT HEALTH CARE COMMITTEE (THIRD EXTENSION), a copy of which is attached hereto and incorporated herein, for the purpose of continuing to administer the City's Health Insurance Program for an additional period of two calendar years through December 31, 2004; and

WHEREAS, all of the above-named parties entered into an AGREEMENT FOR CONTINUATION OF JOINT LABOR /MANAGEMENT HEALTH CARE COMMITTEE (FOURTH EXTENSION), a copy of which is attached hereto and incorporated herein, for the purpose of continuing to administer the City's Health Insurance Program for an additional period of three calendar years through December 31, 2007; and

WHEREAS, all of the above-named parties, and including the United Association Steamfitters-Local #353, entered into an AGREEMENT FOR CONTINUATION OF JOINT LABOR/MANAGEMENT HEALTH CARE COMMITTEE (FIFTH EXTENSION), a copy of which is attached hereto and incorporated herein, for the purpose of continuing to administer the City's Health Insurance Program for an additional period of three calendar years through December 31, 2010; and

WHEREAS, all of the above-named parties, entered into an AGREEMENT FOR CONTINUATION OF JOINT LABOR/MANAGEMENT HEALTH CARE COMMITTEE (SIXTH EXTENSION), a copy of which is attached hereto and incorporated herein, for the purpose of continuing to administer the City's Health Insurance program for an additional period of one calendar year through December 31, 2011; and

WHEREAS, all of the above-named parties, entered into an AGREEMENT FOR

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CONTINUATION OF JOINT LABOR/MANAGEMENT HEALTH CARE COMMITTEE (SEVENTH EXTENSION), a copy of which is attached hereto and incorporated herein, for the purpose of continuing to administer the City's Health Insurance program for an additional period of three calendar years through December 31, 2014; and

WHEREAS, all of the above-named parties entered into an AGREEMENT FOR CONTINUATION OF JOINT LABOR/MANAGEMENT HEALTH CARE COMMITTEE (EIGHTH EXTENSION), a copy of which is attached hereto and incorporated herein, for the purposes of continuing to administer the City's Health Insurance program for an additional period of three calendar years through December 31, 2017; and

WHEREAS, all of the above-named parties entered into an AGREEMENT FOR CONTINUATION OF JOINT LABOR/MANAGEMENT HEALTH CARE COMMITTEE (NINTH EXTENSION), a copy of which is attached hereto and incorporated herein, for the purposes of continuing to administer the City's Health Insurance program for an additional period of three calendar years through December 31, 2020; and

WHEREAS, this Committee continues to be an effective manner of administering the Health Insurance Program;

NOW, THEREFORE; IT IS AGREED BETWEEN AND AMONG THE PARTIES TO THIS AGREEMENT AS FOLLOWS:

1. The agreement signed between the parties in October and November, 1993 entitled "Agreement for Joint Labor/Management Health Care Committee City of Peoria" and the continuation agreement signed between the parties in April and May, 1996 entitled "Agreement for Continuation of Joint Labor/Management Health Care Committee" (First Extension) and the continuation agreement signed between the parties in September and October, 1999 entitled "Agreement for Continuation of Joint Labor/Management Health Care Committee (Second Extension)", and the continuation agreement signed between the parties in March, 2002 entitled 'Agreement for Continuation of Joint Labor/Management Health Care Committee (Third Extension), and the continuation agreement signed between the parties in August and October, 2004 entitled 'Agreement for Continuation of Joint Labor/Management Health Care Committee (Fourth Extension), and to now include the United Association-Steamfitters Local Union #353, and the continuation agreement signed between the parties in April and May 2007 (Fifth Extension), and the continuation agreement signed between the parties in December 2010 and January 2011 entitled 'Agreement for Continuation of Joint Labor/Management Health Care Committee (Sixth Extension), copies of which are attached hereto and made part hereof as Exhibit 1, and the continuation agreement signed between the parties in 2011 and 2012 entitled "Agreement for Continuation of Joint Labor/Management Health Care Committee (Seventh Extension), and the continuation agreement signed between the parties in 2014 and 2015 entitled "Agreement for Continuation of Joint Labor/Management Health Care Committee (Eighth Extension)," and the continuation agreement signed between the parties in 2017 entitled 'Agreement for Continuation of Joint Labor/Management Health Care Committee (Ninth Extension)' shall be extended for an additional period of three calendar years through December 31, 2023 (Tenth Extension). The Plan in effect as of 1/1/2012, as shown in the 'Low PPO Plan Comparisons effective 1/1/2012, 'High Deductible PPO Plan Comparisons effective 1/1/2012', and 'Medicare Advantage- Post 65 Retiree effective 1/1/2012, are attached as Exhibit 2 and replace the Benefits Summary dated January 2011 and the booklet dated

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January 1, 1997, titled "Summary Plan Description of the City of Peoria Healthcare, Dental & Prescription Plan Effective January 1, 1997, Second Edition" as amended through March 10, 1999 and as further amended by the summary sheet entitled "Summary of Health Care Plan Changes" dated November 20, 2001 which was attached as Exhibit 2 and replaced the Plan which was attached to the 1996 Continuation Agreement as Exhibit 2. The 'Summary of Health Care Plan Changes dated January 1, 2017 is attached as Exhibit 3 and replaced the Plan which was attached previously. A 'Summary of Health Care Plan Changes dated January 1, 2018 will be attached as Exhibit 4.

During the period for which the Agreement is being extended, active Plan participant contributions shall be computed per the attached Motions passed by the Joint Labor/Management Health Care Committee on 9/6/06 and 9/20/06 as modified by the unanimous agreement of the Joint Labor/Management Health Care Committee. For sake of clarity, the Motions outlining the contributions are attached as Exhibit 3 and 3A, replacing Exhibit 3 which was attached to the Fourth Extension.

During the period for which the Agreement is being extended, City of Peoria retiree premiums shall be calculated per the attached Exhibit #5, included in the 7th Extension of the Agreement.

During the period for which the Agreement is being extended, City of Peoria retiree premiums shall be calculated per the attached Exhibit #8, included in the 8th Extension of the Agreement.

Also attached is the Motion passed by the Joint Labor/Management Health Care Committee on 8/20/06 recommending elimination of the Part B subsidy, as Exhibit 7.

As of 1/1/2012, the City will establish a separate Health Care Account Fund exclusive from the City's general operating fund. Current health care reserve funds as of 12/31/11 will be transferred into this Health Care Fund. All future City contributions, premiums and expenditures will be accounted for within this Health Care Fund.

The practice of sharing cost savings and funding deficits 50%-50% between the City of Peoria and the Joint Labor/Management Healthcare Committee, which was adopted as a provision of the Plan in 1999, was discontinued in its entirety effective with the signing of the 2002 Agreement and the implementation of the 2002 Health Care Budget.

2. The voting procedure adopted by the Committee in the Fourth Extension shall remain as follows: it is specifically understood and agreed that each group which appoints voting members, namely AFSCME, Firefighters, Benevolent, Crafts and Trades and Management, cast their vote as a block and each named group has a single vote on an issue. With regard to Appeals heard by the Review Subcommittee, there must be at least one voting member from Management and one voting member from Labor to hear an Appeal. The decision to approve the appeal must be unanimous from the Review Subcommittee; one 'No' vote would deny the appeal. There must be unanimous

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agreement on a Plan design/change vote for a motion to carry. There must be a majority vote of Labor and a majority vote of Management on a general policy issue and awarding a vendor contract for a motion to carry. However, in the event no voting member is present for a group, a motion may be passed subject to the concurrence of the absent group(s). The Patient Advocate shall contact the primary voting member of the absent group(s) as soon as reasonably possible after the meeting to record their vote. The telephone or personal concurrence by that group shall be considered a vote by that group the same as if the representative had been present at the meeting. After being contacted by the Patient Advocate, the absent group has 5 business days to respond to the motions made at the meetings in their absence. If there is no response in the 5 business days, the motion will carry from the meeting. The count of the 5 business days starts from when the Patient Advocate actually talks with the member (not by voice mail or email message left).

Each group will determine its own procedures for determining its vote on any issue. Such procedure shall include a means by which the group vote will be determined in the event of internal disagreement. This procedure will be filed in writing with the Committee.

3. The procedure used in determining the Labor co-chairs for the Committee that was adopted on May 22, 2002, and became part of the Fourth Extension, shall remain as follows: There are two (2) Labor Co-chairs for the Joint Labor/Management Health Care Committee. Each Co-chair position will be reviewed on a three (3)-year cycle. One Labor Co-chair position will be reviewed at the beginning of each three (3)-year contract extension between the City and the Unions. The current Co-chair being reviewed will be automatically affirmed unless a new Co-chair is appointed within three (3) months. The procedure for electing a Labor Co-chair shall be a majority vote of the designated Labor voting members. Should a Labor Co-chair resign or retire from the City, or choose to resign their position as a Co-chair, the other Labor Co-chair will be responsible for calling a meeting among the Labor groups to select a Labor member of the committee to serve as the new Co-chair and then advise the Full Committee of the appointment in writing. The tenure of that appointed Co-chair shall follow the procedures outlined above.
4. Each of the parties has full authority of its governing board, its membership, or whatever group or subgroup within its structure has the ultimate authority to enter into this Agreement. Each of the parties represents to each of the other parties as an inducement to enter into this Agreement that it has such authority and that it intends to and does bind itself and each of its member to the terms of this Agreement.

BY:

CITY OF PEORIA,

\_\_\_\_\_  
F. Patrick Urich/Authorized Representative

\_\_\_\_\_  
Date

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**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL #3464**

\_\_\_\_\_  
Rhonda Sexton, Authorized Representative

\_\_\_\_\_  
Date

**PEORIA FIREFIGHTERS LOCAL #50**

\_\_\_\_\_  
Ryan Brady, Authorized Representative

\_\_\_\_\_  
Date

**PEORIA POLICE BENEVOLENT ASSOCIATION**

\_\_\_\_\_  
Troy Skaggs, Authorized Representative

\_\_\_\_\_  
Date

**TEAMSTERS, CHAUFFEURS AND HELPERS LOCAL UNION #627**

\_\_\_\_\_  
Keith Gleason, Authorized Representative

\_\_\_\_\_  
Date

**LABORER'S INTERNATIONAL UNION OF NORTH AMERICA LOCAL UNION #165**

\_\_\_\_\_  
Matt Bartolo, Authorized Representative

\_\_\_\_\_  
Date

**MID-CENTRAL ILLINOIS REGIONAL COUNCIL OF CARPENTERS**

\_\_\_\_\_  
Jacob Moody, Authorized Representative

\_\_\_\_\_  
Date

**INTERNATIONAL BROTHERHOOD OF PAINTERS AND ALLIED TRADES LOCAL UNION #157**

\_\_\_\_\_  
Todd Dotson, Authorized Representative

\_\_\_\_\_  
Date

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL UNION #51**

\_\_\_\_\_  
Bobby Wedell, Authorized Representative

\_\_\_\_\_  
Date

**UNITED ASSOCIATION STEAMFITTERS LOCAL UNION #353**

\_\_\_\_\_  
Evan Wooding, Authorized Representative

\_\_\_\_\_  
Date