

APPENDIX _____

**AGREEMENT FOR JOINT LABOR/MANAGEMENT HEALTH INSURANCE COMMITTEE –
COUNTY of CHAMPAIGN, ILLINOIS**

WHEREAS, the County of Champaign offers a program of group health care coverage to its employees, retirees, and their respective dependents; and

WHEREAS, the parties to this Agreement, as set forth below in Paragraph 1, seek to establish a joint process for the operation and structure of the procurement of health insurance for Champaign County and its employees, and to that end, hereby mutually agree to the establishment of a Health Insurance Committee; and

WHEREAS, a consensus has been reached among the County Board of Champaign County, the exclusive representatives of the County employees pursuant to the Illinois Public Labor Relations Act, County Employees not so represented by an exclusive representative, and the Administration of the County, that a Health Insurance Committee appears to be the most effective option for dealing with the problem of maintaining quality health care for the County employees and their dependents, while controlling costs.

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

1. The parties to this Agreement are as follows: County of Champaign; American Federation of State, County and Municipal Employees Council 31, Local 900 (AFSCME), and Fraternal Order of Police Labor Council;
2. Each of the parties hereby agrees to the Health Benefit Plan attached hereto and incorporated herein as set forth in Attachment 1. Attachment 1 is the current health insurance plan;
3. The plan as described in Attachment 1 shall continue in force as the Champaign County Health Benefit Plan for the term of this Agreement, unless modified as provided in Paragraph 4. It is understood and agreed that if any provision of the Health Benefit Plan is or shall be prohibited or limited by law or any modification be required by law, the necessary revisions to the Plan shall be made as required by law.
4. The provisions of the Plan as described in Attachment 1 may be modified only upon 75% or $\frac{3}{4}$ vote of the total number of members of the Health Insurance Committee, and approved, if necessary (i.e. budget and contract approval), by the County Board of Champaign County, Illinois. As an example, twelve members of a sixteen member committee would be required to vote for a change in order to modify the provisions of the Plan, subject to County Board approval if necessary. Each party shall have the right to discuss all proposed changes with its membership and seek their input prior to any final vote.
5. Each of the parties has full authority of its governing board, its membership, or whatever group or sub-group within its structure who would have the ultimate authority to enter into this Agreement. Each of the parties represents to each of the 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 members to the terms of the

Agreement. For the term of this Agreement, this Committee shall be the exclusive forum for dealing with non-work related health care issues, including but not limited to: the health plan design and benefit levels; deductibles, co-pays and out-of-pocket costs; premium levels; participant eligibility and general coverage; and claims levels and appeals. During said period each of the parties waives any rights to bargain over the subject of health care or health insurance or to impose other terms or to strike or arbitrate concerning other terms for health care coverage or benefits except for the cost sharing of health insurance premiums. As provided in paragraph 4 above, however, each party reserves the right to discuss all changes with its membership.

Changes in the cost sharing of health insurance premiums between each labor group and the County of Champaign may be bargained individually by the parties as provided by law, or established by the County of Champaign for those non-represented employees.

The parties agree that should any dispute concerning the interpretation or application of this Agreement arise between any two or more of them which cannot be resolved after good faith efforts, it shall be submitted to binding arbitration pursuant to the terms of the Uniform Arbitration Act (7 10 ILCS 51 1 et seq.). It is understood that this provision for arbitration shall not apply to operation of the Plan itself or to any individual claims or disputes under the Plan.

To select an arbitrator, the parties in dispute, by joint letter, shall request that the Federal Mediation and Conciliation Services (FMCS) submit a panel list of seven (7) arbitrators. The representatives of the parties shall within thirty (30) days of their receipt of this list from FMCS engage in a mutual striking process to select an arbitrator. Each party shall have the right to reject one entire list. The parties shall alternatively strike a name from the list until there is one name remaining, with the order of striking to be determined by coin toss. The arbitrator shall be notified of his/her selection by joint letter, requesting that a hearing be scheduled in Urbana, Illinois, on mutually agreed dates, subject to the reasonable availability of the parties and their representatives.

The parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator. The parties have the right to request the arbitrator to require the presence of witnesses and/or reasonable documents. Employees of the County called to testify at the arbitration shall be released from duty for such purposes without loss of pay or benefits. The arbitrator shall have no authority to amend, modify, nullify, ignore, add or subtract from the provisions of this Agreement. The arbitrator shall consider and decide the issue(s) presented and fashion an appropriate remedy. The arbitrator's decision shall be rendered and delivered in writing to the parties within thirty (30) days of the close of the hearings or the submission of post hearing briefs, whichever is later. Post hearing briefs shall be filed simultaneously by the parties on the date established by the arbitrator. Fees and expenses of the arbitrator, the cost of the hearing room, and the cost of a court reporter to provide a written transcript for the arbitrator shall be shared equally by the parties. If either party desires a verbatim record of the proceedings, it shall pay for the cost of its copy.

6. The parties to this Agreement, in consideration of their mutual undertakings and obligation, mutually agree for the term of this agreement, that this Agreement represents a collectively bargained agreement between and among all of the parties and that no provision concerning this plan shall be raised as an issue in any other collective bargaining agreement, contract or negotiations between those exclusive representatives and the County of Champaign. It is further understood and agreed that this Agreement

does not represent a collectively bargained agreement between the County of Champaign and its non-represented employees, either individually or collectively, nor does it represent any undertaking to bargain with any exclusive representative concerning insurance, health care, or any other benefit or provision with the retirees who are or were members of any bargaining unit.

7. The Health Insurance Committee shall be composed of sixteen (16) regular and four (4) alternative members appointed by the parties as follows:
 - a. The County Board shall appoint two (2) regular members of the Committee and one alternate as representatives of the Board;
 - b. The AFSCME and FOP unions shall each select four (4) regular members of the Committee and one alternate as representative of each respective union;
 - c. The County Administrator, Health Insurance Specialist, HR Generalist, and three (3) non-bargaining employees appointed by the County Administrator shall constitute the six (6) regular members of the Committee, and one alternate as representatives of administration;

Members of the Committee shall be appointed for a term of 2 years, unless sooner replaced by the appointing authority. Recognizing the need for stability in the Committee, each of the parties and participating groups agree insofar as it is practical to maintain the same representatives on the Committee for the term of this Agreement. Also recognizing the importance of this committee and the function of this committee attendance is mandatory, and absences must not exceed 2 or more in a one year period, except for emergency reasons. If it becomes necessary to permanently replace one of its previously designated representatives, such party or group will notify the co-chairs of the Committee in writing as soon as practical and not less than five (5) days prior to any regular Committee meeting.

8. The Committee shall determine its own internal structure, including arrangement for subcommittees and chairing of the Committee and subcommittees. Both Labor and Management shall be represented by co-chairs and within the membership of all subcommittees. Labor and Management Committee co-chairs shall be elected by majority vote of their regular Committee members.
9. The Committee shall meet on a bi-monthly basis from January through June, and shall meet on a monthly, semi-monthly or weekly basis, as determined by the Committee, from July through September. A special meeting of the Committee shall be called upon demand of any three of the regular members submitted in writing to the co-chairs. Meetings shall be called with a minimum of 10 working days written notice to the members. A quorum for any meeting of the Committee is established when at least nine (9) regular members of the Committee are present, and of those nine (9) there is at least one regular member from each represented bargaining unit and County administration in attendance.

Regular meetings of the Committee will be open to all signatories of this Agreement and outside agencies participating in the Champaign County Health Insurance Plan.

The Co-Chairs of the Committee shall present to the County Board Finance Committee of the Whole at its September meeting, the recommendation from the Health Insurance Committee for the Insurance Plan or Plans to be adopted for the ensuing fiscal year.

10. A designated committee member or the designated alternate (if attending due to the absence of a designated committee member) to the committee who are employees and who are on duty shall be granted time off work to attend Committee and subcommittee meetings and be paid at the appropriate rate when attending said meetings.
11. In the event that, after reasonable effort, the Health Insurance Committee is unable to reach agreement or the Insurance Plan is not approved by the County Board and the Committee, the Health Insurance Committee may be dissolved by the County Board or upon eight or more voting Committee members providing written notice of intent to withdraw from participation to the Committee Co-Chairs. Should fewer than eight Committee members request to dissolve the Committee, the Committee shall continue to function. In the event that such dissolution occurs, any party to this Agreement may demand to bargain over the issue of health insurance. Until the outcome of such negotiations is determined, the Insurance Plan shall remain unchanged as of the date of dissolution.
12. It is agreed and understood that the County of Champaign, being a unit of local government, that this Agreement and all actions, procedures, and processes under this Agreement are subject to all of the statutes and ordinances governing the conduct of units of local government, including but not limited to, requirements for bidding and contracting for the provisions of goods and services and compliance with all legal provisions for equal employment opportunity and affirmative action applicable to the County and any other party.
13. This Agreement shall remain in full force and effect for a period of three (3) years from the date hereof. This Agreement shall remain in effect from year to year after the expiration date unless one or more of the parties serves a thirty (30) day written notice on the others of their wish to modify or terminate this Agreement.

In the event that such notice is served, all parties to this Agreement agree to meet within sixty (60) days to begin good faith negotiations for a successor agreement. If no agreement can be reached within one hundred twenty (120) days after the parties begin good faith negotiations, the parties agree to request the services of a mediator through the Federal Mediation and Conciliation Services (FMCS) in an attempt to reach resolution in the dispute. If no agreement can be reached with the assistance of an FMCS mediator, the parties may then pursue the matter through interest arbitration. Until such resolution procedure is complete and final, this Agreement shall remain in full force and effect, and the Committee shall continue with the full participation from all parties to the Agreement.

In the event the Committee is ever dissolved, any party to this Agreement may demand to bargain over the issue of health insurance. Until the outcome of such negotiations is determined and until any impasse resolution procedure is complete, the Insurance Plan shall remain unchanged as of the date of dissolution.

SIGNATURE PAGE FOLLOWS:

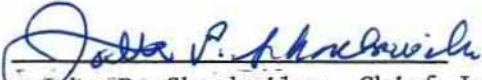
FOR THE COUNTY:



C. Pius Weibel, County Board Chair



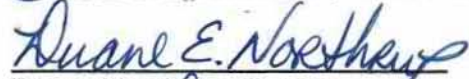
Tony Fabri, County Auditor



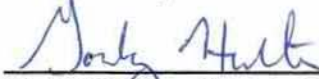
John P. Shonkwiler, Chief Judge



Linda Frank, Clerk of the Circuit Court



Duane Northrup, Coroner



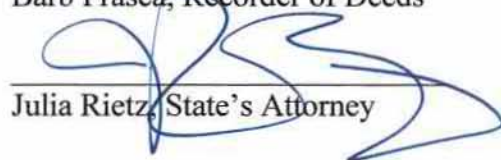
Gordy Hulten, County Clerk



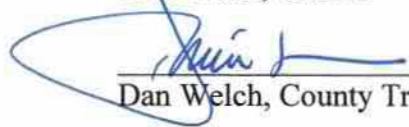
Barb Frasca, Recorder of Deeds



Dan Walsh, Sheriff

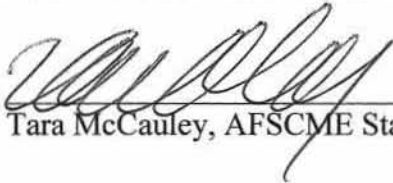


Julia Rietz, State's Attorney



Dan Welch, County Treasurer

FOR AFSCME COUNCIL 31:

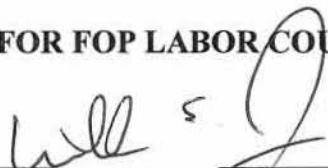


Tara McCauley, AFSCME Staff Representative



Nora Stewart, President - AFSCME Local 900

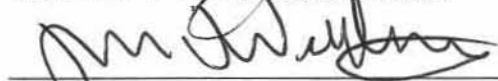
FOR FOP LABOR COUNCIL:



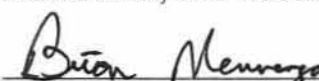
William Jarvis, FOP Labor Council



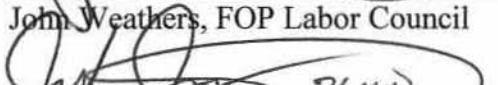
Dave Nixon, FOP Labor Council



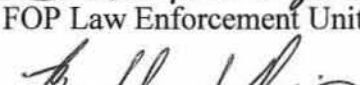
John Weathers, FOP Labor Council



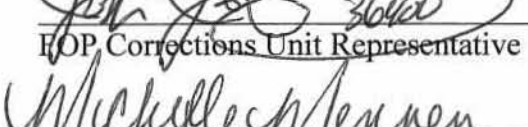
Brian Menrigo, FOP Law Enforcement Unit Representative



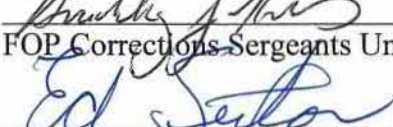
FOP Corrections Unit Representative



FOP Corrections Sergeants Unit Representative



Michelle Mennen, FOP Court Security Unit Representative



Ed Taylor, FOP Court Services Unit Representative

ATTACHMENT 1

To

**AGREEMENT for JOINT LABOR/MANAGEMENT HEALTH
INSURANCE COMMITTEE – COUNTY OF CHAMPAIGN,
ILLINOIS**

POS-C 500

County of Champaign

Member Benefits	HMO / Network	Indemnity
Plan Year Deductible	N/A	Single: \$5,000 Family: \$10,000
Plan Year Out-of-Pocket Maximum <i>Includes deductible expenses</i>	Single: \$2,500 Family: \$5,000	Single: \$10,000 Family: \$20,000
Be Healthy Preventive Services <i>Immunizations, adult and child annual physical exam, mammograms, PAP smears, cancer screenings and more. Age/frequency schedules apply.</i>	\$0 copayment	50% coinsurance
Primary Care Office Visit	\$20 copayment	50% coinsurance
Specialist Office Visit	\$40 copayment	50% coinsurance
Routine Prenatal Care	20% coinsurance	50% coinsurance
Diagnostic Tests and X-rays	20% coinsurance	50% coinsurance
MRI and CT	\$500 copayment, then 20% coinsurance	50% coinsurance
Outpatient Surgery/Procedures	\$500 copayment, then 20% coinsurance	50% coinsurance
Inpatient Hospitalization <i>Including Maternity Care</i>	\$500 copayment, then 20% coinsurance	50% coinsurance
Emergency Department Visits	\$175 copayment	\$175 copayment <i>deductible does not apply</i>
Emergency Department Transportation	\$100 copayment	\$100 copayment <i>deductible does not apply</i>
Spinal Manipulations	50% coinsurance	50% coinsurance <i>deductible does not apply</i>
Durable Medical Equipment and Prosthetic Devices*	20% coinsurance	not covered
Eye Exams*	\$40 copayment	not covered
Standard Pharmacy Coverage*		
Value-Based Drugs*	10% coinsurance	50% coinsurance
Tier 1*	\$15 copayment	50% coinsurance
Tier 2*	\$30 copayment	50% coinsurance
Tier 3*	\$50 copayment	50% coinsurance
Specialty Prescription Drugs* <i>Preauthorization required</i>	20% coinsurance	50% coinsurance

*Copayments and coinsurance payments for these services do not apply to the plan year out-of-pocket maximum.

This is a brief summary of Health Alliance benefits and limitations, which are subject to change. Please refer to the Health Alliance policy for detailed information regarding this plan and its benefits and limitations.

RESOLUTION NO. 7917

RESOLUTION APPROVING EMPLOYEE INSURANCE BENEFITS FOR FY2012

WHEREAS, The Champaign County Board annually determines the employee insurance benefits to be provided in the ensuing fiscal year; and

WHEREAS, The Health Insurance Committee, County Administrator and Insurance Specialist have recommended to the County Board approval of the recommendations for employee insurance benefits for FY2012 as documented in Attachment A to this Resolution;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the County Board of Champaign County, Illinois that the FY2012 employee insurance benefits as recommended in Attachment A to this Resolution shall be and hereby are approved for FY2012.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 22nd day of September, 2011.

C. Pius Weibel, Chair
Champaign County Board

ATTEST:

Gordy Hulten, County Clerk and
Ex-Officio Clerk of the County Board

ATTACHMENT A

FY2012 HEALTH INSURANCE PLAN

FY2012 HEALTH INSURANCE PLAN

The following health insurance plan shall be made available to County employees, for FY2012:

Health Alliance POS-C500 Plan with Prescription drug benefit \$15/\$30/\$50

The County's contribution for health insurance for FY2012 shall be \$558/month for employees enrolled in single coverage, and \$573/month for employees enrolled in family coverage, for all non-bargaining employees with the exception of the non-bargaining employees of the Champaign County Nursing Home and Regional Planning Commission.

The County shall establish a Health Reimbursement Account (HRA) for every employee. Through the HRA, the County will provide up to \$1,000 reimbursement per year for employees enrolled in single coverage, said reimbursement to be paid towards single out-of-pocket maximum costs in excess of \$1,500 or for the \$500 co-pay for MRI and CT scans, outpatient surgery/inpatient hospitalization, or maternity care - as those expenses occur throughout the year. Through the HRA, the County will provide up to \$2,000 reimbursement per year for employees enrolled in family coverage, said reimbursement to be paid towards out-of-pocket maximum costs in excess of \$3,000, or for the \$500 co-pay for MRI and CT scans, outpatient surgery/inpatient hospitalization, or maternity care - as those expenses occur throughout the year.

Premium contributions for the County's bargaining employees will be consistent with current contract language.