

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 73, CTW/CLC

AND

**COUNTY OF COOK
HEALTH AND HOSPITAL SYSTEM
(REPRESENTING OPTOMETRIST)**

**Effective
December 1, 2023 through November 30, 2025**

Effective upon Approval by the Cook County Board of Commissioners

TABLE OF CONTENTS

ARTICLE I RECOGNITION	1
Section 1.1 Representation:	1
Section 1.2 Dues and Committee on Political Education (“COPE”) Check-off:	1
Section 1.3 Indemnification:	1
ARTICLE II DECLARATION OF COUNTY AUTHORITY AND RIGHTS	1
ARTICLE III HOURS OF WORK	2
Section 3.1 Normal Workweek:	2
Section 3.2 Breaks:	2
Section 3.3 Flextime:	3
Section 3.4 Schedules:	3
Section 3.5 One Swipe:	3
ARTICLE IV GRIEVANCE PROCEDURE:	3
Section 4.1 Definition:	3
Section 4.2 Grievance Procedure Steps:	4
Section 4.3 Time Limits:	4
Section 4.4 Stewards:	4
Section 4.5 Union Representatives:	5
Section 4.6 Impartial Arbitration:	5
Section 4.7 Right to Union Representation:	5
ARTICLE V CONTINUITY OF OPERATION	6
Section 5.1 No Strike:	6
Section 5.2 Union Responsibility:	6

Section 5.3 Discharge of Violators:	6
Section 5.4 No Lock-Out:	6
ARTICLE VI SENIORITY	7
Section 6.1 Probationary Period:	7
Section 6.2 Definition of Seniority:	7
Section 6.3 Return to Former Job:	7
Section 6.4 Return to Represented Unit:.....	8
Section 6.5 Discipline:	8
Section 6.6 Seniority List:.....	8
Section 6.7 Termination of Seniority:.....	8
ARTICLE VII HOLIDAYS.....	9
Section 7.1 Regular Holidays:	9
Section 7.2 Floating Holiday:	10
Section 7.3 Adding an Additional Holiday to Section 7.1:	10
ARTICLE VIII VACATIONS.....	10
Section 8.1 Eligibility:	10
Section 8.2 Maximum Accrual:	10
Section 8.3 Vacation Preference and Scheduling:	10
Section 8.4 Accrued Benefits at Separation:.....	11
ARTICLE IX REDUCTION IN WORKFORCE, LAYOFF, AND RECALL	11
ARTICLE X FILLING VACANCIES	12
ARTICLE XI COMPENSATION:.....	12
Section 11.1 Pay Increase:	12

Section 11.2 New Classification:.....	12
Section 11.3 Reclassification:.....	12
Section 11.4 Newly Certified Positions:.....	12
Section 11.5 Cermak Differential:.....	13
Section 11.6 Pay Equity:.....	13
ARTICLE XII WELFARE BENEFITS.....	13
Section 12.1 Hospitalization Insurance, Optometrist Contributions:.....	13
Section 12.2 Sick Pay:.....	13
Section 12.3 Disability Benefits:.....	14
Section 12.4 Life Insurance:.....	14
Section 12.5 Pension Plan:.....	14
Section 12.6 Dental Plan:.....	14
Section 12.7 Vision Plan:.....	14
Section 12.8 Hospitalization/New Hires:.....	15
Section 12.9 Flexible Benefits Plan:.....	15
Section 12.10 Insurance Claims:.....	15
ARTICLE XIII LEAVES OF ABSENCE.....	15
Section 13.1 Personal Leave:.....	15
Section 13.2 Duty to Inform:.....	15
Section 13.3 Family and Medical Leave:.....	16
Section 13.4 Maternity/Paternity Leave:.....	16
Section 13.5 Paid Parental Leave:.....	16
Section 13.6 Disability Leave:.....	17

Section 13.7 Military Leave:.....	17
Section 13.8 Seniority on Leave:	17
Section 13.9 Retention of Benefits:	17
ARTICLE XIV ADDITIONAL BENEFITS	17
Section 14.1 Bereavement Pay:	17
Section 14.2 Jury Make-Up Pay:	19
Section 14.3 Election Day:	19
ARTICLE XV COUNTY AND UNION RELATIONS	19
Section 15.1 Labor Management Meetings:	19
Section 15.2 Union Representatives:	20
Section 15.3 Member Orientation:.....	20
Section 15.4 Meeting Space:.....	20
Section 15.5 Bulletin Boards:	21
Section 15.6 Budget Preparation:	21
Section 15.7 Officers and Executive Board:.....	21
Section 15.8 CBA in Electronic Format:	21
ARTICLE XVI MISCELLANEOUS	21
Section 16.1 No Discrimination:.....	21
Section 16.2 Optometrist Obligation and Professional Authority:	22
Section 16.3 Safety:	22
Section 16.4 Partial Invalidity:	22
Section 16.5 Evaluations:.....	22
Section 16.6 Personnel File:	22

Section 16.7 Physician’s Statement:	23
Section 16.8 Credit Union:	23
Section 16.9 Distribution of Workload:.....	23
Section 16.10 Personnel Rule Changes:	23
Section 16.11 Travel Reimbursement:.....	23
Section 16.12 Subcontracting:	24
Section 16.13 Recording/GPS/AVL Devices:	24
Section 16.14 Equipment to Meet Standard of Care:	24
ARTICLE XVII EDUCATION AND CONTINUING MEDICAL EDUCATION (CME)	
LEAVE	24
ARTICLE XVIII DURATION	25
Section 18.1 Term:.....	25
Section 18.2 Notice:.....	25
 Appendix A – Job Classifications	
Appendix B – Salary Schedules	
Appendix C – Health Insurance Benefits	
Exhibit A – Letter of Understanding Regarding Administrative Time	

COLLECTIVE BARGAINING AGREEMENT

PREAMBLE

This Collective Bargaining Agreement is made and entered into by and between Service Employees International Union, Local 73, CTW/CLC, hereinafter referred to as the "Union" and the County of Cook, hereinafter referred to as the "County" on behalf of the County of Cook Health & Hospital System, hereinafter referred to as "CCHHS".

ARTICLE I **RECOGNITION**

Section 1.1 Representation:

The County recognizes the Union as the sole and exclusive representative for all full-time Optometrists employed by the County of Cook but excluding: the Chief Medical Officers; Department Chairs Clinic Lead Physicians; all voluntary, visiting, and contract physicians; all supervisory, managerial, and confidential employees as defined by the Act; and all elected officials of the County of Cook.

Section 1.2 Dues and Committee on Political Education ("COPE") Check-off:

With respect to any employee in the bargaining unit from whom the County receives individual written authorization, signed by the employee, in a form agreed upon by the Union and the County, the County shall deduct from the wages of the employee the dues and initiation fee required as a condition of membership and shall forward such amount to the Union within thirty (30) calendar days after close of the pay period for which the deductions are made. The amounts deducted shall be set by the Union. The County shall provide a voluntary payroll deduction to the Union's COPE upon receipt of a written authorization from employees. Such deduction shall be remitted in a separate check on a monthly basis to the Union or COPE, as specified in writing by the Union.

Section 1.3 Indemnification:

The Union shall indemnify and hold the County harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of any action taken by the county for the purpose of complying with any provision of this Agreement. If an incorrect deduction is made, the Union shall refund any such amount directly to the involved employee.

ARTICLE II **DECLARATION OF COUNTY AUTHORITY AND RIGHTS**

The Union recognizes that the County has the full authority and responsibility for directing its operation and determining policy. The County reserves unto itself all powers, rights, authority,

duties, and responsibilities conferred upon it and vested in it by State and Federal statutes and Constitutions, and to adopt and apply all reasonable rules, regulations, and policies as it may deem necessary to carry out its statutory and constitutional responsibilities. The County's rights shall be limited only by the specific and express terms of this Agreement. The County's rights include, but are not limited to:

- A. The exclusive right to determine its policies and standards of services; and to operate and manage its affairs; and to direct its work force in accordance with its responsibilities. The County has all the customary and usual rights, power, and functions of management.
- B. The exclusive right to hire, transfer, and promote; and the exclusive right to discipline, suspend, or discharge employees for just cause.
- C. The right to establish reasonable work rules, make work assignments, determine schedules of work, methods, processes, and procedures by which work is to be performed, place, methods, means, and number of personnel needed to carry out the County's responsibilities and duties; as well as the right to determine reasonable productivity, performance, and evaluation standards.
- D. The right to change existing or introduce new methods, equipment, or facilities; and the right to contract for goods and services.
- E. The right to make, publish, enforce reasonable rules and regulations, and to revise same; and the right to reclassify existing positions based on assigned duties and responsibilities or make changes in assigned duties and responsibilities.
- F. The right to establish standards governing the standard of care to be rendered to patients.

ARTICLE III HOURS OF WORK

Section 3.1 Normal Workweek:

The normal workweek will consist of forty (40) hours per week, consistent with the terms outlined in Optometrist engagement letters. As professionals in the health care industry, Optometrists will work such hours to fulfill their patient care responsibilities, if necessary.

Section 3.2 Breaks:

The workday normally will include a thirty (30) minute meal period and necessary breaks that Optometrists may take at their discretion, consistent with their professional judgment and responsibility provided that there will not be a disruption in patient care.

Section 3.3 Flextime:

Flextime schedules may be granted by the County if there are legitimate and compelling personal reasons for the request and the flextime is consistent with the operational needs of the Hospital. Such requests for flextime shall not be unreasonably denied. Requests for flextime must be submitted by the employee at least two (2) weeks in advance. Flextime privileges may be cancelled or suspended by the County for legitimate operational reasons or due to misuse by the employee.

Section 3.4 Schedules:

Optometrist schedules shall be posted for the upcoming month at least two (2) weeks in advance of the beginning of the month. Once posted, schedules shall not be changed unless two (2) weeks' notice is provided to the affected optometrist, except when the change is necessitated by the immediate need to provide patient care or when Optometrists exchange days or agree to cover other hours, in which case, the agreement to the schedule change shall be placed in writing by the affected Optometrists and a copy provided to the Department/Division Chair.

Section 3.5 One Swipe:

Optometrists shall swipe once per day for the purposes of establishing daily attendance only. At Cermak, Optometrists shall sign out for security reasons, which shall only be used for said purpose.

ARTICLE IV
GRIEVANCE PROCEDURE:

Section 4.1 Definition:

A grievance is a difference between the Union and the County regarding the interpretation or application of provisions of this Agreement, but does not include decisions or actions regarding credentialing, appointment, or reappointment based on clinical performance or other decisions or actions issued or made pursuant to the processes set forth in the Medical Staff Bylaws. The Union will send copies of grievances appealed to or submitted at Steps Three (3) or Four (4) to the Hospital CMO/Designee.

Section 4.2 Grievance Procedure Steps:

The steps and times as provided in the County's Grievance Procedure are as follows:

Step	Submission Time Limit This Step (Calendar Days)	Submitted	Time Limit Meeting	Response
1	30 days from the date the Grievant knew or should have known of the event(s) giving rise to the grievance	Immediate Supervisor	5 days	5 days
2	7 days	Hospital/CMO or Designee	5 days	10 days
3	10 days	Chief, Bureau of Human Resources/Hearing Officer	30 days (Status report to Union if exceeded)	30 days (Status report to Union if exceeded)
4	30 days	Impartial Third Party		30 days

Section 4.3 Time Limits:

Time limits may be extended by mutual agreement in writing between the employee and/or the Union and the County. Neither the Union nor the County shall waive the established time limits unless by written, mutual agreement.

Section 4.4 Stewards:

The Union will advise the County in writing of the names of the stewards and shall notify the County promptly of any changes. Stewards will be permitted to handle and process grievances during their work hours provided that patient care will not be adversely affected. One (1) steward will be released pursuant to this section to handle any particular grievance. If there is a desire to train stewards or a grievance is of an unusual nature, the Union may request the release of one (1) additional steward, and the Union's request will not be unreasonably denied.

Up to two (2) stewards shall be allowed to attend authorized meetings with Union representatives during normal hours without loss of pay, provided that at least fourteen (14) days' advance notice of such meetings is given, and that patient care will not be adversely impacted. Such meetings shall be limited to a maximum of four (4) per year per steward. Employees shall be allowed time off with pay to attend meetings agreed to by the Employer, required by the Employer, or mandated by this Agreement.

Section 4.5 Union Representatives:

Duly authorized representatives of the Union will be permitted at reasonable times to enter the facilities for purposes of handling grievances or addressing other contract administration issues with Optometrists or Hospital representatives. These representatives will be identified to the Hospital COO/Designee in a manner suitable to the County, and on each occasion will first secure the approval of the Hospital COO/Designee and CMO to enter the Hospital and conduct their business so as not to interfere with the operation of the facility. The Union will not abuse this privilege, and such right of entry shall, at all times, be subject to general Hospital rules that are applicable to non-employees.

Section 4.6 Impartial Arbitration:

If the Union is not satisfied with the Step Three (3) answer then, within thirty (30) days after receipt of the Step Three (3) answer, it may submit in writing to the County notice that the Union is submitting the grievance to impartial arbitration. The Union and County will make arrangements with the arbitrator to hear and decide the grievance without unreasonable delay.

Expenses for the arbitrator's services and the expenses which are common to both parties to the arbitration shall be borne equally by the County and the Union. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses.

The arbitrator shall not amend, modify, nullify, ignore, or add to the provisions of this Agreement. The issue or issues to be decided will be limited to those presented to the arbitrator in writing by the County and the Union. The arbitrator's decision must be based solely upon his interpretation of the meaning of this Agreement or application of the express relevant language of the Agreement. The decision of the arbitrator shall be final.

The arbitrator shall be selected on a rotating basis from the permanent panel agreed to by the parties regarding all of their mutual bargaining units. Either party shall have the authority to strike an arbitrator from the permanent panel at any time. The struck arbitrator will proceed on cases currently assigned but will not receive any new case assignments. In the event that an arbitrator is struck from the panel, the parties shall meet as soon as possible to choose a mutually agreed upon replacement. Nothing herein shall prevent the parties, by mutual agreement, from selecting an arbitrator from outside the panel. In the absence of a permanent panel, parties may choose an arbitrator through the Federal Mediation and Conciliation Service who is a member of the National Academy of Arbitrators from Illinois or an adjoining state. Absent such mutual agreement, the arbitrator shall be selected from the panel in accordance with the above procedure.

Section 4.7 Right to Union Representation:

An employee shall be entitled to the presence of a Union representative at an investigatory interview if he/she requests one and if the employee has reasonable grounds to believe that the information obtained in the interview may be used to support disciplinary action against him/her.

ARTICLE V
CONTINUITY OF OPERATION

Section 5.1 No Strike:

The Union will not cause, and will not sanction in any way, any work stoppage, strike, picketing, or slowdown of any kind or for any reason, or the honoring of any picket line or other curtailment, restriction, or interference with any of the County's functions or operations; and no Optometrist will cause or participate in any such activities during the term of this Agreement or any extension thereof.

Section 5.2 Union Responsibility:

Should any activity proscribed in Section 1 of this Article occur, which the Union has not sanctioned, the Union shall immediately:

- A. Publicly disavow such action by the Optometrists or other persons involved;
- B. Advise the County in writing that such action has not been caused or sanctioned by the Union;
- C. Notify the Optometrists stating that the Union disapproved of such action and instructing all Optometrists to cease such action and return to work immediately; and
- D. Take such other steps as are reasonably appropriate to bring about observance of the provisions of this Article, including compliance with reasonable requests of the County to accomplish this end.

Section 5.3 Discharge of Violators:

The County shall have the right to discharge or otherwise discipline any or all Optometrists who violate any of the provisions of this Article. In such event, the Optometrist or Optometrists, or the Union on their behalf, shall have no recourse to the grievance procedure, except for the sole purpose of determining whether an Optometrist or Optometrists participated in the action prohibited by this Article. If it is determined that an Optometrist or Optometrists did so participate, the disciplinary action taken by the County may not be disturbed.

Section 5.4 No Lock-Out:

The County agrees that it will not lock out its Optometrists during the term of this Agreement or any extension thereof.

ARTICLE VI
SENIORITY

Section 6.1 Probationary Period:

An Optometrist's probationary period shall be six (6) months from his/her most recent date of hire at the Hospital. The Hospital may extend this probationary period for up to an additional six (6) months by written notice to the Optometrist and to the Union. The Hospital shall meet with the Optometrist to provide the reason for the extension, and the Optometrist shall have the right to have a Union steward or representative present for that meeting. During the probationary period, an Optometrist shall have no seniority, may be discharged for any lawful reason, and shall have no recall rights or recourse to the grievance procedure regarding any layoff, discipline, or discharge. Upon completion of the probationary period, an Optometrist's seniority shall be computed as the most recent date of hire. Any Optometrist who has completed his/her probationary period as provided for in this section, and who then is transferred out of the bargaining unit to another position within Cook County Health & Hospitals System Board ("System") shall not serve an additional probationary period if he/she later transfers back into the unit.

If an Optometrist who has completed his/her probationary period at another System Optometrist bargaining unit is involuntarily transferred by the System to this Hospital, said Optometrist will not have to go through the above probationary period. This exception shall not apply to an Optometrist who joined this Hospital's staff as a result of applying for a vacant position that has arisen.

Section 6.2 Definition of Seniority:

Seniority is an employee's length of most recent continuous employment as an Optometrist in the System since his/her last hiring date.

Section 6.3 Return to Former Job:

An employee who has been promoted, transferred or recalled to another job within the represented unit or in accordance with the provisions of this Article, may be returned by County to the former job within a reasonable period, but not to exceed thirty (30) calendar days, without loss of seniority, if the employee does not demonstrate the ability to satisfactorily perform the job to which he/she was promoted, transferred, or recalled. An employee who has accepted another position within the Cook County Bureau of Health, whether or not within the bargaining unit, in accordance with the provisions of this Article, may ask to return to the former job within thirty (30) calendar days after commencing work in the new position without loss of seniority.

Section 6.4 Return to Represented Unit:

An employee who has been promoted or transferred out of the bargaining unit to another position within the Cook County Bureau of Health, and who is later transferred back to the unit, shall upon return to the unit be granted the seniority he/she would have had the employee continued to work in the bargaining unit.

Section 6.5 Discipline:

Optometrists may only be disciplined for just cause and are entitled to Union representation in any disciplinary proceeding. A pre-disciplinary meeting for suspensions and discharges shall be held and the County shall make reasonable effort to accommodate the Union when scheduling such meetings. The County shall notify the Union and the employees of its intent to conduct a pre-disciplinary meeting, the reason for the meeting and the nature of the charge(s). During the pre-disciplinary meeting, the employee and/or the Union representative shall be given an opportunity to respond to the applicable charge(s). If the employee and/or the Union representative do not appear at the meeting, the County may proceed with the discipline, which shall be subject to the grievance procedure. Any verbal or written discipline less severe than a suspension shall not be used as the basis for the next step in progressive discipline if more than a year passes without the employee receiving additional discipline. Any suspension shall not be used as the basis of the next step in progressive discipline if more than two years pass without the employee receiving additional discipline.

Section 6.6 Seniority List:

By the tenth (10th) calendar day of each month, the County will furnish the Union a seniority list showing the following information for each Optometrist in the bargaining unit: First and Last Names; Date of Birth; Gender; Home Address; Home Phone Number; Work Phone Number; Work Email Address; Bargaining Unit; Department & Division (and Codes); Job Title (and Code); Classification; Work Site(s); Yearly Salary; Hourly Rate; Employment Status (*e.g.*, full-time, part-time, hourly, per diem, per session, and etc.); Date of Hire; Union Membership Status (is the Optometrist a member of the Union and paying union dues).

The list shall be on an Excel spreadsheet and delivered electronically. The County will furnish the Union with reports of new hires and terminations within thirty (30) days of the event.

Section 6.7 Termination of Seniority:

An employee's seniority and employment relationship with the County shall terminate upon occurrence of any of the following:

- A. Resignation or retirement;
- B. Discharge for just cause;

- C. Loss of clinical privileges at the Hospital or loss of appointment or reappointment to the Hospital Medical Staff pursuant to the procedures set forth in the Medical Staff Bylaws (not subject to the grievance and arbitration procedure);
- D. Absence for three (3) consecutive workdays without the employee notifying either his/her immediate supervisor or the Medical Director, unless the employee has an explanation that is satisfactory to the County which shall not act arbitrarily in applying this paragraph;
- E. Failure to report to work upon the termination of a leave of absence or vacation unless the employee has an explanation that is satisfactory to the County which shall not act arbitrarily in applying this paragraph;
- F. Absence from work because of layoff for twelve (12) months or for disability or approved leave of absence for twelve (12) months in the case of all non-probationary employees;
- G. Failure to notify the County within nine (9) calendar days of the employee's intent to report to work upon recall from layoff, or failure to report for work within fourteen (14) calendar days after notice to report for work is sent by certified mail to the employee's last address on file with County; or
- H. Engaging in gainful employment while on an authorized leave of absence, unless written permission to engage in such employment was granted in advance by the County.

ARTICLE VII
HOLIDAYS

Section 7.1 Regular Holidays:

All full-time Optometrists shall receive eight (8) hours pay at their regular hourly rate for the holidays listed below. These holidays are not to be counted as part of an employee's vacation time.

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday	Veteran's Day
President's Day	Thanksgiving Day
Independence Day (Fourth of July)	Christmas Day
Memorial Day	Juneteenth

Section 7.2 Floating Holiday:

In addition to the paid holidays in Section 1 of this Article, Optometrists also shall accrue one (1) floating holiday on December 1st of each year. The Optometrist may request to use the floating holiday at any time and requests shall not be unreasonably denied. Any floating holiday that an Optometrist has not used during the fiscal year shall be lost and not carried over. An Optometrist required to work on a previously scheduled floating holiday shall receive another day off (with eight (8) hours of pay at their regular hourly rate) before the end of the fiscal year in which the Optometrist worked the floating holiday.

Section 7.3 Adding an Additional Holiday to Section 7.1:

In addition to the paid holidays in Section 1 of this Article, Optometrists shall also receive eight (8) hours pay at their regular hourly rate for Casimir Pulaski Day. This holiday is not to be counted as part of an employee’s vacation time.

**ARTICLE VIII
VACATIONS**

Section 8.1 Eligibility:

Vacation credit shall be earned for each month during which the employee is in an active pay status for eighty (80) hours. The amount of annual paid vacation is based upon the following schedule:

<u>Service</u>	<u>Vacation</u>	<u>Maximum Accrual</u>
1 Year	15 Days/120 hours	30 Days/240 hours
4 Years	20 Days/160 hours	40 Days/320 hours
9 Years	25 Days/200 hours	50 Days/400 hours

Optometrists may use only such vacation leave as has been earned and accrued.

Section 8.2 Maximum Accrual:

Optometrists may accumulate up to the maximum accrual amounts set forth in Section 1 of Article VIII based upon their own years of service.

Section 8.3 Vacation Preference and Scheduling:

To ensure the orderly operation of the Hospital and in the interests of patient care, the County reserves the right to limit the number of Optometrists within a department or team who will be permitted to be on vacation at any one time. The County, through the Department Chair in consultation with the Medical Director, further reserves the right to limit the number of consecutive vacation days, if it determines that patient care will be adversely affected by the

Optometrist's continued absence despite any alternative coverage which has been arranged. The County will consider the Optometrist's personal circumstances when considering vacation requests. Optometrists are to request routine vacation or conference time off at least sixty (60) days in advance.

If more Optometrists wish to be off at one time than may be allowed, the Optometrists within the department or team first will be given an opportunity to resolve the issue. If they cannot do so, the Department Chair shall consult with the Optometrists within the department or team to attempt to obtain a resolution. If they cannot resolve the matter, the Department Chair shall decide the issue based upon seniority and the fair distribution of prime vacation times among the Optometrists. Emergency vacation requests will be granted if the County determines that patient care will not be adversely affected.

The County agrees that its determinations under this section will not be arbitrary or capricious.

Section 8.4 Accrued Benefits at Separation:

Upon termination of employment, the Optometrist shall be paid for all accrued but unused vacation days through the last day worked and for any compensating day that the employee has not taken for having worked a holiday that occurred before the termination of the employee's employment.

**ARTICLE IX
REDUCTION IN WORKFORCE, LAYOFF, AND RECALL**

Should the County find it necessary to decrease the number of Optometrists, the County shall give written notice to the Union and the affected Optometrist(s) at least sixty (60) days prior to the effective date of the layoff of the Optometrist(s). During that interim period, the County shall meet with the Union to discuss any alternatives to the layoff of any Optometrist(s) and the justification for the layoffs but shall have no duty to bargain regarding its decision to lay off Optometrists. In determining the identity of Optometrists who shall be laid off or recalled, the County shall base its decision on the Optometrists' education, training, experience, skill, qualifications, credentials, productivity, and seniority. When all of these factors are equal, the least senior Optometrist shall be laid off but will be allowed to interview for vacant positions for which he/she is qualified anywhere in CCHHS. Non-probationary employees who are laid off shall be subject to recall for twelve (12) months. No vacancy should be filled by an external hire if there is an Optometrist with recall rights who is qualified to fill that position. Optometrists may refuse recall to a specialty other than that from which they were laid off.

Optometrists on layoff status shall retain health and dental insurance coverage for a period of two (2) months following the month in which the effective date of the layoff occurs with the Employer paying the full premium, single or family plan as appropriate.

ARTICLE X
FILLING VACANCIES

Vacant positions shall be posted on the Cook County computerized application system (currently: Taleo). In determining who should fill a vacancy, the County shall consider the Optometrist's education, training, experience, knowledge, skill, ability, qualifications, credentials, productivity, and seniority. The County agrees to interview all qualified applicants from the bargaining unit and to provide a written response to an applicant within thirty (30) days after the application process closes.

ARTICLE XI
COMPENSATION:

Section 11.1 Pay Increase:

The salary grades and steps applicable to the above listed bargaining unit shall be increased as follows during the terms of this Agreement:

- Effective the first full pay period on or after June 1, 2024: 2.00%
- Effective the first full pay period on or after June 1, 2025: 5.00%

Section 11.2 New Classification:

If the County establishes new classifications, it will notify the Union and offer the Union an opportunity to discuss the new classification and pay rate. After the County has provided this opportunity, it may assign a pay rate. If the Union believes that the rate is unreasonable, it may grieve the reasonableness of the rate.

Section 11.3 Reclassification:

An Optometrist whose position is reclassified to a higher labor grade shall be placed on the step that is closest to, but at least as high as, the Optometrist's current pay rate. An Optometrist whose position is reclassified to a lower labor grade shall not receive a pay rate cut but will be placed in the step that is closest to the Optometrist's pay rate prior to the reclassification. If the Optometrist's pay rate is above the top step of the new labor grade, the Optometrist shall not receive pay increases until the top step of the new labor grade exceeds that pay rate.

Section 11.4 Newly Certified Positions:

Upon notification from the Union to the Employer and the Cook County Bureau Chief of Human Resources and the CCHHS Chief of Human Resources in the event a new classification is placed in the bargaining unit for any reason, the County and the Union agree to meet and bargain the terms and conditions of employment for that new classification, including rates of pay, work

rules, etc., within thirty (30) days of their inclusion in the bargaining unit. The County may put the new and changed job classifications or duties into effect after timely notice to the Union, and discuss and set terms and conditions of employment, including rates of pay with the Union, using the duties and responsibilities, qualifications, and grade levels of the existing classifications as a guide for determining the new rate. If the parties are unable to agree on the rate of pay, the County may put a rate into effect, and the Union, thereafter, may submit any dispute to the grievance procedure.

Section 11.5 Cermak Differential:

Effective upon date of ratification that all bargaining unit members shall receive a five dollars (\$5.00) per hour differential for all hours worked at Cermak Health Services and the Juvenile Temporary Detention Center.

Section 11.6 Pay Equity:

In the event the Employer hires a new Employee at a yearly salary/hourly rate that is higher than an existing Employee in the same bargaining unit with at least comparable experience, education, training, skills, and certifications who is performing the same duties within the same specialty or sub-specialty, upon request of either party, the parties will meet to discuss whether, as a result of the salary/hourly rate of the new hire, adjustments need to be made to the salary/hourly rate of the existing comparable bargaining unit Employee(s). The amount of adjustment, if any, is at the reasonable discretion of the Employer.

ARTICLE XII
WELFARE BENEFITS

Section 12.1 Hospitalization Insurance, Optometrist Contributions:

The County agrees to maintain certain health benefits as summarized in Appendix C.

Section 12.2 Sick Pay:

Optometrists shall accumulate sick pay credits at the rate of 3.69 hours per pay period in which the Optometrist is in pay status for at least forty (40) hours. Sick leave may be accumulated to a maximum of one-hundred fifty (150) days. Up to the accumulated sick leave credits, an Optometrist prevented from working because of the Optometrist's illness or injury (other than occupational illness or injury) or because of an illness in the Optometrist's immediate family as defined in Section 1 of Article XIV, shall be entitled to receive sick pay at his/her regular salary for each day of absence.

Section 12.3 Disability Benefits:

Optometrists incurring any occupational illness or injury will be covered by Worker's Compensation insurance benefits. Duty disability and ordinary disability benefits also will be paid to Optometrists who are participants in the County Employee Pension Plan in accordance with that Plan. Duty Disability benefits are paid to the Optometrist by the Retirement Board when the Optometrist is disabled while performing his/her work duties. Benefits amount to seventy-five percent (75%) of the Optometrist's salary at the time of injury and begin the day after the date his/her salary stops; such benefits to be reduced by any Worker's Compensation paid the County. Ordinary disability occurs when an Optometrist becomes disabled due to any cause, other than injury on the job. An eligible Optometrist who has applied for such disability compensation will be entitled to receive, on the thirty-first (31st) day following disability, fifty percent (50%) of salary, less an amount equal to the sum deducted for all annuity purposes. If an Optometrist receives accrued salary beyond the thirty-first (31st) day, disability payment will not begin until the 1st day the Optometrist is in no pay status after the thirty (30) days have expired. The first thirty (30) consecutive days of ordinary disability are compensated for only by the use of any accumulated sick pay and/or vacation pay credits unless the Optometrist and the County otherwise agree. The Optometrist will not be required to use sick time and/or vacation time for any day of duty disability. All provisions of this section are subject to change to the extent required by State law.

Section 12.4 Life Insurance:

All Optometrists shall be provided with life insurance in an amount equal to the Optometrist's annual salary (rounded to the next \$1,000), at no cost to the Optometrist, with the option to purchase additional insurance up to maximum of the Optometrist's annual salary. No life insurance shall be offered through the County's HMO plans.

Section 12.5 Pension Plan:

The County Employees and Officers Annuity and Benefit Fund will be continued in effect for the duration of this Agreement and all Optometrists of the County are required to become members of that Fund. The Fund will continue to provide Optometrists with annual statements of their interest therein.

Section 12.6 Dental Plan:

All Optometrists shall be eligible to participate, at no cost to them, in the dental plan as set forth in Appendix C. No dental coverage shall be offered through the County's HMO plans.

Section 12.7 Vision Plan:

All Optometrists shall be eligible to participate, at no cost to them, in the vision plan as set forth in Appendix C. No vision coverage shall be offered through the County's HMO plans.

Section 12.8 Hospitalization/New Hires:

All new Optometrists covered by this Agreement shall be required to enroll in the County HMO plan of their choosing, such enrollment to be effective from the date of hire through the expiration of the first full health plan year following such date of hire.

Section 12.9 Flexible Benefits Plan:

All Optometrists shall be eligible to participate, at no cost to them, in a flexible benefits plan to be established by the County. Such plan shall include segregated IRS accounts for childcare and medical expenses.

Section 12.10 Insurance Claims:

A dispute between an Optometrist (or his/her covered dependent) and the processor of claims regarding the appropriateness of a claim or coverage shall not be subject to the grievance procedure provided for in this Agreement. Optometrists shall continue to be afforded an opportunity to present appeals of such insurance disputes in person.

**ARTICLE XIII
LEAVES OF ABSENCE**

Section 13.1 Personal Leave:

An Optometrist may be granted a leave of absence without pay by the Department Chair, with the written approval of the Hospital's Chief Operating Officer. Such leave shall be intended to take care of emergency situations and shall be limited to one (1) month for every full year or continuous employment by the County and/or any of the Cook County Health Facilities, not to exceed one (1) year, except for military service. An Optometrist granted a leave of absence shall be eligible, when such leave expires, to receive the salary and the same or comparable position at the time the leave was granted.

Section 13.2 Duty to Inform:

Optometrists must inform their Department of their intention to go on leave in accordance with the notice provisions contained herein. Before the Optometrist's departure, he/she must provide the Department with a current address and telephone number and maintain current contact information while on leave. In addition, the Department may require Optometrists to report in on a reasonable periodic basis. Optometrists who wish to extend a leave must apply to their Department at least two (2) weeks before they are scheduled to return, unless medical circumstances preclude such notice. Optometrists on a leave of at least thirty (30) days must contact their Department at least two (2) weeks before returning from leave and complete all processing, including medical examinations, before they can return.

Section 13.3 Family and Medical Leave:

An Optometrist is entitled to a leave of absence under Family and Medical Leave if he/she has been employed at least twelve (12) months by the County and has worked at least 1,250 hours during the previous twelve (12) month period. Under Family and Medical Leave, eligible Optometrists are entitled to take up to a total of twelve (12) weeks of leave in a rolling twelve (12) month period for:

- A. The birth of a child;
- B. Placement of a child with the Optometrist for adoption or foster care;
- C. The care of an Optometrist's spouse, son, daughter, or parent, who has a serious health condition; and
- D. A serious health condition that makes an Optometrist unable to perform the functions of his/her position.

While an Optometrist is on Family and Medical Leave, the County shall continue to pay its share of the employee's health insurance premium, and the employee is responsible for paying his/her applicable contribution. All terms in this section are used in accordance with the County's Family and Medical Leave Act ("FMLA") policy. Optometrists must first use accrued sick leave as part of their Family and Medical Leave unless the leave is due to the birth or adoption of a child. To the extent that the employee is using vacation or sick leave, the Family and Medical Leave is paid; otherwise, it is not.

Section 13.4 Maternity/Paternity Leave:

Optometrists shall be granted unpaid maternity/paternity leaves of absence to cover periods of pregnancy and post-partum child care. Optometrists need not exhaust all accrued vacation or sick time before going on maternity/paternity leave but may apply such accrued time to the leave. The length of such leave, in general, shall not exceed six (6) months, but may be renewed by the Department Chair. Upon returning from such leave, the reinstatement rights of the employee will be identical to those of an employee returning from an ordinary disability leave. Leave granted under this section counts toward an employee's twelve (12) weeks of Family Medical Leave.

Section 13.5 Paid Parental Leave:

The Parental Leave Provision of each respective CBA will be added/amended as follows: Employees shall be eligible for Twelve (12) Week Paid Parental Leave pursuant to applicable federal statute and the Cook County Bureau of Human Resources Parental Leave Policy.

Section 13.6 Disability Leave:

An Optometrist who is receiving County disability benefits shall be granted a leave of absence without pay for the duration of the period for which disability benefits are received. During the first year while on such a leave, an employee will not be replaced. If at any time while the employee is eligible for the disability leave, the employee becomes able to perform their job, they will be granted the same or comparable position, at the same salary, to the extent that one is available for which they are qualified.

Section 13.7 Military Leave:

An eligible employee who requires leave from employment for purposes of military service shall be entitled to compensation, benefits, restoration rights, and other guarantees provided by applicable federal or state statute or Cook County Ordinance or Resolution.

Section 13.8 Seniority on Leave:

An employee on an approved unpaid leave of absence shall retain seniority accrued prior to the leave, but shall not accrue seniority, pension, vacation, or other benefit service credit during such period (except as may be otherwise provided in the County's pension plan). Nor shall such period count toward an employee's entitlement to automatic progression in wage scale based on length of service. Employees who return from leave shall have their pay rates adjusted by any general increases that occurred while they were on leave.

Section 13.9 Retention of Benefits:

An employee on any unpaid leave of absence other than FMLA will be required to pay the cost of the insurance benefits in order to keep these benefits in full force and effect during the period of leave. Arrangements for payments of such costs must be made with the Hospital's Payroll Office prior to departure on the leave. If the Optometrist fails to make such arrangements, the County may cancel insurance benefits, which will be reinstated upon the employee's return to work, subject to such waiting period and other rules and regulations as may be applicable to the insurance plan.

**ARTICLE XIV
ADDITIONAL BENEFITS**

Section 14.1 Bereavement Pay:

Paid Benefit Time

An Optometrist will be entitled to three (3) normal days' pay of excused leave to attend a funeral, make necessary arrangements, or grieve the death of an immediate family or household member. Where death occurs and/or the funeral is to be held outside a one hundred and fifty (150)

mile radius from the Cook County Building, 118 North Clark Street, Chicago, Illinois, the Optometrist will be entitled to a maximum of five (5) normal days' pay of excused leave.

Unpaid Benefit Time

In addition to paid benefit time, an eligible Optometrist will be entitled to a maximum of seven (7) workdays of unpaid bereavement leave or five (5) workdays of unpaid bereavement leave (where death occurs and/or the funeral is to be held outside a one hundred and fifty (150) mile radius from the Cook County Building, 118 North Clark Street, Chicago, Illinois) to:

- A. Attend the funeral or alternative to a funeral of an immediate family member;
- B. Make arrangements necessitated by the death of the immediate family member; or
- C. Grieve the death of the immediate family member.

An eligible Optometrist will be entitled to ten (10) unpaid workdays to be absent from work due to a/an:

- A. Miscarriage;
- B. Unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure;
- C. Failed adoption match or an adoption that is not finalized because it is contested by another party;
- D. Failed surrogacy agreement;
- E. Diagnosis that negatively impacts pregnancy or fertility; or
- F. Stillbirth.

For purposes of this policy, an "immediate family member" means mother, father, husband/wife, civil union partner, domestic partner, child (including stepchildren, adopted or foster children), brothers, sisters, grandchild(ren), grandparents, spouse's/partner's parents, or such person who has reared the employee.

An Optometrist is entitled to a maximum of six (6) weeks of unpaid leave if they experience more than one covered event during a twelve (12) month period.

To be eligible for unpaid bereavement leave, an employee must apply for and be determined eligible for FMLA. FMLA will run concurrently with Bereavement Leave if the underlying reason for Bereavement Leave also qualifies the employee for leave under the FMLA.

However, in all instances of unpaid Bereavement Leave, Bereavement Leave time will be counted against the twelve (12) weeks leave entitlement under the FMLA.

Miscellaneous Requirements

Unless impracticable or unreasonable, the Optometrist must provide the Supervisor and Leave Manager with at least 48 hours' advance notice of the intention to take bereavement leave. The leave must be completed within sixty (60) days after the date on which the Optometrist received notification of death of his/her immediate family or household member, unless otherwise approved.

Within 48 hours after returning to work, the Optometrist shall provide to the Supervisor (or Designee) proof of death (e.g.: obituary or newspaper announcement), relationship to the deceased, and attendance at the funeral. In instances outlined above regarding fertility, adoption, or surrogacy, within 48 hours of returning to work, the Optometrist shall provide the Family Bereavement Leave Act 10(a)(4) Leave Form to the Leave Manager. Failure to provide such supporting documentation may lead to discipline, up to and including discharge, and the Optometrist may be required to reimburse the County for any payment received as a result of the bereavement leave.

Leave requested to attend the funeral of someone other than a member of an Optometrist's immediate family may be granted, but time so used shall be deducted from the accumulated vacation, personal day(s), or floating holiday of the Optometrist making the request.

Section 14.2 Jury Make-Up Pay:

Optometrists shall be granted leave with pay for any jury duty, including required reporting for jury when summoned, whether or not the employee is used as a juror. The Optometrist shall turn over to the County any compensation which is received for responding to the jury summons or serving on the jury.

Section 14.3 Election Day:

If the work schedule of an Optometrist who is a registered voter would prevent him/her from voting, he/she will be granted up to two hours off so that he/she may vote.

ARTICLE XV
COUNTY AND UNION RELATIONS

Section 15.1 Labor Management Meetings:

For the purpose of conferring on matters of mutual interest, the Union and the County agree to meet at least once each quarter, but more frequently if mutually agreed. Within five (5) days of either party making a request to meet, the parties shall schedule a mutually convenient time and

location for the Labor Management Meeting. At least five (5) days prior to the scheduled meeting, the Union and the County shall each notify the other of the items that it wishes to have placed on the agenda. The Union and the County shall each designate not more than three (3) representatives to a labor-management committee for this purpose, although the representatives designated by either party may be alternated or rotated if desired.

Section 15.2 Union Representatives:

Duly authorized representatives of the Union will be permitted at reasonable times to enter the facilities for purposes of handling grievances or addressing other contract administration issues with Optometrists or Hospital representatives. These union representatives will be identified to the Hospital's Director/Designee in a manner suitable to the County, and on each occasion will first secure the approval of the Hospital's Director/Designee to enter the Hospital and conduct their business so as not to interfere with the operation of the facility. The Union will not abuse this privilege, and such right of entry shall at all times be subject to general Hospital rules that are applicable to non-employees.

Section 15.3 Member Orientation:

Within fourteen (14) days of the date on which the New Optometrist begins employment, the County shall notify a union representative designated by the Union (which may be either a member or staff person of the Union) of the name and department/division of the newly-hired Optometrist so that the union representative may meet with the newly-hired Optometrist at the discretion of the union representative and Optometrist consistent with their judgment and responsibility so as not to disrupt care to patients.

The County shall grant the Union thirty (30) minutes at the end of the orientation of new employees to present the benefits of union membership, at which time the Union may give the employees a copy of this Agreement and a union membership form.

The County shall give the Union at least five (5) business days advance notice regarding the time and place of the orientation. A union representative designated by the Union shall be given reasonable notice of the orientation and he/she shall also be released with pay, provided that there is no interruption to patient services, for such purpose.

Section 15.4 Meeting Space:

Upon at least ten (10) days advance notice, the Hospital will provide the Union with space for a membership meeting each quarter. The Hospital will make every reasonable effort to accommodate requests for more frequent membership meetings, provided there is available space.

The Hospital will provide the Union with space for a Stewards' Meeting each month upon at least five (5) days' notice and will make every reasonable attempt to provide the space with less notice.

Nothing in this section requires the Hospital to provide release time for Optometrists to attend membership or Stewards meetings.

Section 15.5 Bulletin Boards:

The County will make two (2) bulletin boards available for use by the Union at the Hospital. Upon approval by Hospital Administration, which shall not be unreasonably delayed or withheld, the Union shall be permitted to post notices on these bulletin boards regarding Union meetings and Union business. There shall be no other postings by the Union or its members of materials other than as herein provided. No Optometrists shall make any distributions so as to interfere with the performance of his/her duties.

Section 15.6 Budget Preparation:

Each Department Chair shall provide notice to Optometrists in his/her Department of any deadline for budget submissions and shall consider timely input from Optometrists in the Department in preparing his/her budget recommendations for each fiscal year. Optometrists may submit written input, and the Department Chair will meet with Optometrists upon request provided that the request is made sufficiently in advance of the date that the recommendations are due. The Department Chair will provide all Optometrists in the department with a copy of the budget recommendation upon request.

Section 15.7 Officers and Executive Board:

One (1) Optometrist, if elected to a position as a Union officer or elected to a position on the Executive Board or Executive Council of the Local ("Council"), up to once a month shall be permitted to attend meetings of the Executive Board and/or Council without loss of pay, provided that patient care will not be adversely affected. These meetings shall not occur more than once a month or last more than one day, and the Union shall provide fourteen (14) days' notice of the meeting.

Section 15.8 CBA in Electronic Format:

The parties shall agree that a PDF of the executed and signed version of the collective bargaining agreement shall serve as the definitive version of the Agreement. The County shall be under no obligation to make, distribute, or pay for paper copies of the Agreement.

**ARTICLE XVI
MISCELLANEOUS**

Section 16.1 No Discrimination:

No employee shall be discriminated against by the County or the Union on the basis of race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status,

military discharge status, political affiliation and/or belief, or activity or non-activity on behalf of the Union.

Section 16.2 Optometrist Obligation and Professional Authority:

Optometrists shall comply with assignments made by the County, but after doing so may utilize the grievance procedure if the Optometrist has a dispute regarding the assignment; however, the Optometrist shall not be required to comply with an assignment if it would create an imminent threat of death or serious bodily injury to the employee or the patient.

Section 16.3 Safety:

The County will continue to make reasonable provisions for the safety of its employees during their hours of employment. An Optometrist from the represented unit, as designated by the Union, shall serve on and be expected to attend the Environment of Care Committee. The parties understand that in certain instances, an additional Optometrist designated by the Union may need to attend committee meetings. On these occasions, the Union will give prior notification.

Section 16.4 Partial Invalidity:

If any provision of this Agreement is or becomes invalid or unenforceable by reason of any Federal or State law or local ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof.

Section 16.5 Evaluations:

Optometrists shall be provided with a copy of any evaluation pertaining to them that is prepared as part of the credentialing/re-credentialing process under the Medical Staff Bylaws. At the Optometrist's request, the Department Chair shall meet with the Optometrist to discuss the evaluation. The Optometrist may have a Union representative or another Optometrist present during the meeting if the Department Chair consents. If the County implements any evaluation process other than that which currently exists, the County will notify the Union and, at the Union's request, shall meet with the Union to discuss the process prior to implementation.

Section 16.6 Personnel File:

Upon written request to the Director of Human Resources or designee, an employee may inspect his/her personnel file at a time mutually acceptable to the Hospital or clinic and the employee. Discipline, counselings, complaints, evaluations, memoranda or correspondence regarding performance or other work-related issues that are maintained in a peer review, department chair, medical director, or credentials file also shall be made available to the employee, upon request, at a mutually agreeable time. None of these documents shall be maintained in a file other than those listed above.

Each employee shall receive a copy of any formal performance evaluation, written warning, documentation of a verbal warning, or any other materials of a disciplinary and/or adverse nature initiated by the Employer, before such material is placed in his/her personnel, peer review, department chair, medical director, or credentials file. The employee shall sign and date such material only as proof of receipt and not as agreement with content. The employee shall have the right to respond in writing within ten (10) working days from the date such material was presented to the employee and to have such response placed in the file.

Section 16.7 Physician's Statement:

An employee who has been off duty for five (5) consecutive days or more for any health reason will be required to provide a physician's statement as proof of illness and may be required to undergo examination by the County's physician before returning to work.

For health-related absences of less than five (5) consecutive days, a physician's statement or proof of illness will not be required except when the County has a reasonable basis to suspect that the individual did not have a valid health reason for the absence. If indicated by the nature of a health-related absence, examination by the County's physician may be required to make sure that the employee is physically fit for return to work.

Section 16.8 Credit Union:

The County will deduct from the wages of employees duly authorized deductions for the Union's Credit Union and shall forward such amounts to the Credit Union. To the extent practicable, the County will also permit use of its premises by the Credit Union.

Section 16.9 Distribution of Workload:

The County agrees that, while patient acuity, patient care, and operational needs are paramount in making work assignments, workloads should be distributed equitably among the Optometrists when practical.

Section 16.10 Personnel Rule Changes:

When the Employer is considering modification in its personnel policies, it shall notify the Union at least twenty-one (21) calendar days prior to any modifications and shall discuss such contemplated changes with the Union, pursuant to the provisions of the Illinois Public Labor Relations Act.

Section 16.11 Travel Reimbursement:

The Cook County Travel Expense Reimbursement Policy shall apply to all bargaining unit members and be subject to the grievance procedure described in Article IV of this Agreement.

Section 16.12 Subcontracting:

It is the general policy of the County to continue to utilize its employees to perform work they are qualified to perform. The County may, however, subcontract where circumstances warrant.

The County will advise the Union in writing at least five (5) months in advance when such changes are contemplated and will discuss such contemplated changes with the Union, pursuant to the Illinois Public Labor Relations Act of 1984. The County will work with the Union in making every reasonable effort to place adversely affected employees into other bargaining unit positions.

Section 16.13 Recording/GPS/AVL Devices:

To ensure the safety of Cook County employees and to promote efficiency and economy of operations, the County may install any recording medium in any of its facilities and Global Positioning System (GPS) or Automatic Vehicle Locator (AVL) on any of its vehicles and other equipment. The purpose of the recording medium, GPS, or AVL is to ensure the safe and efficient use of County resources and not for the sole purpose of disciplining its employees. However, the recording, GPS, or AVL may be used in support of discipline; but said recording shall not be used as the sole source for discipline for work performance or productivity.

Section 16.14 Equipment to Meet Standard of Care:

Each Cook County Health clinic in which the practice of optometry is conducted shall have, in good working condition, the required equipment in accordance with the Department of Financial and Professional Regulation and Part 1320 of the Optometric Practice Act of 1987. Additionally, slit lamp lenses (78D lens, 90D lens and Gonio Lenses either 3 Mirror or 4 Mirror) and 20D lens for Binocular Indirect Ophthalmoscopy shall be provided. Effective June 1, 2024, a lockbox and key for storage of equipment will be provided. Nonworking equipment shall not be grounds for an Optometrist to refuse an assignment.

County will make every effort to keep up to date with Medical Ophthalmic Equipment in Order to Continually Meet Current Established Standards of Medical Care within Ophthalmology.

ARTICLE XVII

EDUCATION AND CONTINUING MEDICAL EDUCATION (CME) LEAVE

Optometrists shall receive up to five (5) days of paid CME leave to take pre-approved professional medical education conferences or programs provided that they are job related and attendance does not impair patient care.

The County agrees to allocate funds for education purposes in each year of this Agreement to be made available to all Local 73 bargaining unit employees. The amount allocated shall be an aggregate total of twenty thousand dollars (\$20,000.00) for all Local 73 bargaining units.

Optometrist bargaining unit employee requests for such funds shall be for reimbursement for the costs of qualified CME expenses shall be those incurred for any Category I CME activity approved in advance by the Optometrist's supervisor. Employees who wish to apply for such reimbursement shall submit their request through the Union to the Cook County Director of Human Resources. An employee may request funds up to an amount no greater than four hundred dollars (\$400.00) in a fiscal year. Approval for reimbursement shall be offered on an equitable basis.

ARTICLE XVIII **DURATION**

Section 18.1 Term:

This Agreement shall become effective in the first full pay period following Union ratification and approval by the Cook County Board of Commissioners and shall remain in effect through November 30, 2025. It shall automatically renew itself from year to year thereafter unless either party shall give written notice to the other party not less than ninety (90) days prior to the expiration date, or any anniversary thereof, that it desires to modify or terminate this Agreement.

If such written notice is given by either party, this Agreement shall continue to remain in effect after the expiration date, until a new Agreement has been reached or either party shall give the other party five (5) consecutive days written notice of cancellation thereafter.

Section 18.2 Notice:

Any notice under this Agreement shall be given by registered or certified mail; if by the Union, then one such notice shall be addressed to the President, Board of Cook County Commissioners, Room 500, with a copy to the County's Chief, Bureau of Human Resources, Room 840, and both addressed to 118 North Clark Street, Chicago, Illinois, 60602; or if by the County, such notice shall be addressed to the Union's representative at 300 South Ashland Avenue, Suite 400, Chicago, Illinois, 60607. Either party may, by like written notice, change the address to which notice to it shall be given.

Signed and entered into this _____ day of _____, 2024.

COUNTY OF COOK

By:



TOMI PRECKWINKLE, President
Cook County Board of Commissioners

Attest:



MONICA GORDON
Cook County Clerk

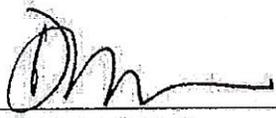
APPROVED
BY THE BOARD OF COOK COUNTY COMMISSIONERS

JAN 16 2025

COM _____

UNION: Service Employees International Union, Local 73

By:



DIAN PALMER
Service Employees International Union, Local 73

APPENDIX A

JOB CLASSIFICATION

Local 73 Cook County Health & Hospital System Optometrist

<u>JOB CODE</u>	<u>GRADE</u>	<u>TITLE</u>
2061	K03	Optometrist

APPENDIX B
PAY SCHEDULES

Effective June 1, 2024

SCHEDULE VI
BUREAU OF HUMAN RESOURCES
MEDICAL PRACTITIONER COMPENSATION PLAN
SEIU LOCAL 73 – HEALTH
OPTOMETRIST
PROVIDENT ACHN OAK-FOREST CERMAK HEALTH

<u>Grade</u>		<u>1st Step</u>	<u>2nd Step</u>	<u>3rd Step</u>	<u>4th Step</u>	<u>5th Step</u>
K03	Hourly	73.858	77.486	81.042	84.929	88.892
	Bi-Weekly	5,908.66	6,198.92	6,483.33	6,794.32	7,111.34
	Annual	153,624	161,171	168,566	176,652	184,894

Effective June 1, 2025

**SCHEDULE VI
BUREAU OF HUMAN RESOURCES
MEDICAL PRACTITIONER COMPENSATION PLAN
SEIU LOCAL 73 – HEALTH
OPTOMETRIST
PROVIDENT ACHN OAK-FOREST CERMAK HEALTH**

<u>Grade</u>		<u>1st Step</u>	<u>2nd Step</u>	<u>3rd Step</u>	<u>4th Step</u>	<u>5th Step</u>
K03	Hourly	77.551	81.361	85.094	89.175	93.336
	Bi-Weekly	6,204.09	6,508.86	6,807.50	7,134.04	7,466.91
	Annual	161,305	169,230	176,995	185,484	194,139

APPENDIX C
HEALTH INSURANCE

**COOK COUNTY HEALTH PLAN DESIGN/APPENDIX G – VERSION II
 PLAN DESIGN AND PAYROLL CONTRIBUTIONS CHANGES EFFECTIVE
 DECEMBER 1, 2022 AND DECEMBER 1, 2023**

Cook County Benefits Overview

HMO	Current	Benefits Effective 12/1/2022
<i>Out of Pocket Maximum</i>	All Copays accumulate to OOP Max	All Copays accumulate to OOP Max
<i>Out of Pocket Maximum</i>	\$1,600 single / \$3,200 family	\$1,600 single / \$3,200 family
<i>Inpatient Facility</i>	\$100 copay per admit	\$100 copay per admit
<i>Preventive</i>	\$0 copay (100% covered)	\$0 copay (100% covered)
<i>Other PCP / Urgent Care</i>	\$15 copay	\$15 copay
<i>Specialists</i>	\$20 copay	\$20 copay
<i>X-Ray / Diagnostic tests (performed in lab or hospital)</i>	\$0 copay	\$0 copay
<i>Accident / illness</i>	\$15 copay	\$15 copay
<i>Emergency Room</i>	\$75 copay	\$100 copay

PPO	Current	Benefits Effective 12/1/2022
<i>Deductible and Out of Pocket Maximum</i>	Copay and Deductibles do accumulate to OOP Max	Copay and Deductibles do accumulate to OOP Max
<i>Annual Deductible</i>	\$350 single / \$700 family 2x Out of Network	\$350 single / \$700 family 2x Out of Network
<i>Out of Pocket Maximum</i>	\$1,600 single / \$3,200 family 2x Out of Network	\$2,000 single / \$4,000 family 2x Out of Network
<i>Inpatient and Outpatient Facility</i>	90% In network / 60% Out of network	90% In network / 60% Out of network*
<i>Preventive</i>	\$0 copay (100% covered)	\$0 copay (100% covered)
<i>PCP</i>	90% coinsurance after \$25 copay / 60% out of network	90% coinsurance after \$25 copay / 60% out of network
<i>Specialists</i>	90% coinsurance after \$35 copay / 60% out of network	90% coinsurance after \$35 copay / 60% out of network
<i>X-Ray / Diagnostic tests (performed in lab or hospital)</i>	90% in network 60% out of network	90% in network 60% out of network
<i>Accident / Illness</i>	90% coinsurance after \$25 copay / 60% out of network	90% coinsurance after \$25 copay / 60% out of network
<i>Emergency Room – In / Out of Network</i>	\$75 copay	\$100 copay

* Effective 12/1/21, The County PPO plan will incorporate a Cook County Health tier ("Domestic Tier") wherein covered members will have lower out-of-pocket costs when choosing to access health care within CCH facilities. Facility charges will be 0% after the annual plan deductible is met. Hospital-based facility services not obtained at CCH will be paid based on their network status (in or out of network rate).

**COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C - VERSION II
 PLAN DESIGN AND PAYROLL CONTRIBUTIONS CHANGES EFFECTIVE
 DECEMBER 1, 2022 AND DECEMBER 1, 2023**

Cook County Benefit Overview (Cont.)

Drug	Current (No Changes 12/1/22 or 12/1/23)
<i>Prescription Drugs – Retail</i>	<ul style="list-style-type: none"> • Generic: \$15 copay • Brand Formulary: \$30 copay • Brand Non-Formulary: \$50 copay • Mail Order: 2 x retail
<i>Generic Step Therapy</i>	<ul style="list-style-type: none"> • PBM's generic step therapy program
<i>Mandatory Maintenance Choice</i>	<ul style="list-style-type: none"> ♦ Mandatory mail-order for maintenance drugs

Vision	Current (No Changes 12/1/22 or 12/1/23)
<i>Eye Examination</i>	<ul style="list-style-type: none"> • \$0 copay • Once per 12 months
<i>Eyeglass Lenses*</i>	<ul style="list-style-type: none"> • \$0 copay standard uncoated plastic • Once per 12 months
<i>Frames</i>	<ul style="list-style-type: none"> • \$0 copay up to \$100 / Amount over \$100 less 10% • Once per 24 months
<i>Contact Lenses*</i>	<ul style="list-style-type: none"> • \$0 copay up to \$100 • Once per 12 months

**Either eyeglass lenses OR contact lenses are covered every 12 months*

**COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C - VERSION II
 PLAN DESIGN AND PAYROLL CONTRIBUTIONS CHANGES EFFECTIVE
 DECEMBER 1, 2022 AND DECEMBER 1, 2023**

Cook County Benefit Overview (Cont.)

Dental - HMO	Current (No Changes 12/1/22 or 12/1/23)
<i>Annual Deductible</i>	\$0 (None)
<i>Benefit Period Maximum</i>	None
<i>Preventive</i>	<ul style="list-style-type: none"> • Requires a Maximum Allowance • Includes 2 exams / cleanings per benefit period • Includes fluoride treatments under age 19
<i>Basic Benefits</i>	<ul style="list-style-type: none"> • Requires a copayment for each specific service • Copayments equal a discount of approximately 70%
<i>Major Services</i>	<ul style="list-style-type: none"> • Requires a copayment for each specific service • Copayments equal a discount of approximately 60%
<i>Orthodontics</i>	<ul style="list-style-type: none"> • Requires copayments • Copayments equal a discount of approximately 25% • Max one full course of treatment for dependent children under 19

Dental - PPO	Current (No Changes 12/1/22 or 12/1/23)
<i>Annual Deductible</i>	<ul style="list-style-type: none"> • \$25 Individual / \$100 Family (in network) • \$50 Individual / \$200 Family (out of network)
<i>Preventive (2 exams/cleanings per Benefit Period)</i>	<ul style="list-style-type: none"> • 100% of Maximum Allowance (in network) • 80% of Maximum Allowance (out of network)
<i>Primary Services (X-Rays, Space Maintainers)</i>	<ul style="list-style-type: none"> • 80% of Maximum Allowance (in network) • 60% of Maximum Allowance (out of network)
<i>Restorative Services (Routine Fillings)</i>	<ul style="list-style-type: none"> • 80% of Maximum Allowance (in network) • 60% of Maximum Allowance (out of network)
<i>Emergency Services</i>	<ul style="list-style-type: none"> • 80% of Maximum Allowance (in network) • 80% of Maximum Allowance (out of network)
<i>Endodontics</i>	<ul style="list-style-type: none"> • 80% of Maximum Allowance (in network) • 60% of Maximum Allowance (out of network)
<i>Periodontics</i>	<ul style="list-style-type: none"> • 80% of Maximum Allowance (in network) • 60% of Maximum Allowance (Out of network)
<i>Oral Surgery</i>	<ul style="list-style-type: none"> • 80% of Maximum Allowance (in network) • 60% of Maximum Allowance (out of network)
<i>Prosthetics</i>	<ul style="list-style-type: none"> • 50% of Maximum Allowance (in and out of network)
<i>Orthodontics</i>	<ul style="list-style-type: none"> • 50% up to a lifetime max of \$1,250 (in and out of network)

**COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C - VERSION II
 PLAN DESIGN AND PAYROLL CONTRIBUTIONS CHANGES EFFECTIVE
 DECEMBER 1, 2022 AND DECEMBER 1, 2023**

Employee Contributions - As a Percentage of Salary (Pre-Tax)

HMO	Current	Effective 12/1/2022	Effective 12/1/2023
Employee Only	1.50%	1.75%	2.25%
Employee + Spouse	3.00%	3.50%	3.25%
Employee + Child(ren)	1.75%	2.25%	2.75%
Employee + Family	2.25%	3.00%	4.00%

PPO	Current	Effective 12/1/2022	Effective 12/1/2023
Employee Only	2.50%	2.75%	3.25%
Employee + Spouse	3.00%	3.50%	4.25%
Employee + Child(ren)	2.75%	3.25%	3.75%
Employee + Family	3.25%	4.00%	5.00%

Dental	Current (No Changes 12/1/22 or 12/1/23)
HMO	\$0
PPO	\$0

Vision	Current (No Changes 12/1/22 or 12/1/23)
Vision Plan	\$0

EXHIBIT A

LETTER OF UNDERSTANDING REGARDING ADMINISTRATIVE TIME

Both Parties agree that the practice of administrative time will remain status quo at the Cermak location.