

MEMORANDUM OF AGREEMENT
BETWEEN
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES (AFSCME), COUNCIL 31
AND THE
COUNTY OF DUPAGE

This Memorandum of Agreement (“MOA”) is entered into by and between the American Federation of State, County and Municipal Employees, Council 31 (“Union”) and the County of DuPage (“Employer”).

WHEREAS, the group of AFSCME employees in the DuPage County Care Center did authorize the American Federation of State, County and Municipal Employees (AFSCME), Council 31 as their exclusive bargaining agent under the terms and conditions of the Illinois Labor Relations Act, and

WHEREAS, the Union and the Employer entered into a collective bargaining agreement on December 14, 2021, said collective bargaining agreement expires on November 30, 2026 (the “CBA”); and

WHEREAS, the Employer approved resolution, FI-R-0140-24, on November 12, 2024, revising Policy 5.4 Sick Time allowing for monetary compensation for sick time hours accrued, unused and banked prior to December 1, 2011; and

WHEREAS, the Employer approved a resolution, FI-R-0141-24, on August 13, 2024 revising Policy 6.5 Employee Retention allowing for early disbursement of retention benefits without having to separate employment; and

WHEREAS, the Employer approved a resolution FI-R-078-25, on April 8, 2025, revising Policy 5.13 Parental Time, allowing for eligible employees to take paid time off to care and bond with a newborn or newly adopted child; and

WHEREAS, the Parties wish to make these policies available to bargaining unit members; and further mutually agree to a one (1) year extension of the current collective bargaining agreement, subject to all existing terms and conditions unless specifically amended herein;

NOW THEREFORE, in consideration of the mutual promises set forth below, the parties agree as follows:

1. The Parties incorporate the above recitals as if fully restated in this Paragraph.
2. Both parties agree that in consideration for participation in the County Board policies provided for herein, the collective bargaining agreement expiring on November 30, 2026, shall be extended for a period of one year from December 1, 2026, to November 30, 2027.

3. The parties agree that CBA ARTICLE 25.5 shall be amended by adding the following:

Effective the first full County payroll after December 1, 2026, each bargaining unit employee, then on the County payroll (other than Registry employees), shall receive a 2% hourly straight time wage increase.

If the County by Resolution for cost-of-living increases hourly wages for non-bargaining unit employees in FY 27 above 2%, this unit also shall receive the higher of that cost-of-living increase, or 2%. For example, if the County issues non-bargaining unit employees a 3% cost-of-living increase for FY 27, bargaining unit employees shall receive a 3% straight-time wage increase, rather than a 2% increase. There shall be no further increase to the straight-time wage. Bargaining unit employees will receive only any cost-of-living increase approved by the Board for non-bargaining unit employees if greater than 2%. Bargaining unit employees shall not receive any other approved compensation increase, such as merit or economic adjustments.

4. The parties further agree to change the job title of "Recreation Supervisor" to "Life Enrichment Supervisor" as provided in the CBA. The starting salary for the Life Enrichment Supervisor shall move from scale #5 to scale #6 in the CBA.
5. The parties further adjust the physical requirements of the Life Enrichment Supervisor position from sedentary to medium to reflect the physical requirements expected in the position, which include regularly transporting residents (in wheelchairs). The parties also add a job requirement for a Life Enrichment Supervisor to possess a CRTS or Certificated Therapeutic Recreation Specialist to ensure proper backup in the absence of the department manager.
6. DuPage has added to this bargaining unit the classification of Rehabilitation & Wheelchair Technician in the place of one Wheelchair Technician position. The position requires a certification as a State of Illinois Certified Nurse's Aide with 2 years of experience as a Certified Nursing Aide and the ability to obtain an additional certification as a Certified Rehabilitation Nursing Assistant or Restorative Nursing Aide within 6 months of the hire date. The position also requires 6 months of experience in maintenance and repair, and the physical requirements to exert up to 50lbs of force or constantly lift, carry, push, pull, or otherwise move objects, including the human body.

The Rehabilitation & Wheelchair Technician will be paid on Scale 3 of Section 25.1 of the CBA and would be eligible for the Hourly Tenure Payment as outlined in Section 25.3 of the CBA, consistent with the C.N.A. certification.

7. The parties agree that eligible bargaining unit employees represented by the Union shall be entitled to participate in the early disbursement of retention benefits and payment of monetary compensation for sick time hours accrued, unused and banked prior to December 1, 2011, provided for in the County Board revised Policy 5.4 Sick Time and Revised Policy 6.5 Employee Retention attached hereto as Exhibits A and B, respectively.
8. The parties agree the attached policies apply only to bargaining unit employees represented by the Union who currently are eligible for Retention Benefits and/or currently have Sick Time hours accrued, unused and banked prior to December 1, 2011. This Memorandum of Agreement does not create any additional benefits for bargaining unit members who are not currently eligible for Retention Benefits and/or do not currently have Sick Time hours accrued, unused and banked prior to December 1, 2011.
9. The parties agree that eligible employees represented by the Union shall be entitled to participate in the County Board Parental Time Policy provided for in the revised Policy 5.13 Parental Time as shown in Attachment A.
10. The Parties agree that County Board revised Policy 5.4 Sick Time, the Revised Policy 6.5 Employee Retention, and the Parental Time policy, attached hereto as Exhibits A, B, and C, respectively, will remain as shown in the attached Exhibits. Any changes by the County Board to the attached policies during the term of this Agreement will not change the policies shown in the attached Exhibits.
11. This Memorandum of Agreement shall not be altered unless by mutual agreement of the parties and reduced to a written agreement.
12. The Parties agree that except the above Paragraphs 4 and 5, this Memorandum of Agreement does not incorporate into the CBA and shall not set any form of precedent in any other matter. This MOA will remain in effect until November 30, 2027 and no policy referenced or applied pursuant to this MOA shall modify the terms of the CBA.

This Memorandum of Agreement shall be effective as of the date it is executed by all of the duly authorized representatives of parties shown below (“Ratification Date”):

AGREED this 27th day of January, 2026.

AFSCME COUNCIL 31

COUNTY OF DUPAGE

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

Attachment A

Parental Time Policy

Parental Time 5.13

POLICY

All employees are eligible to apply for up to twelve (12) work weeks of Family Medical Leave and/or Personal Leave to care for and bond with a newborn or newly adopted child. It is the policy of DuPage County to provide eligible employees up to twelve (12) work weeks of paid Parental Time during an approved leave to care for and bond with a newborn or newly adopted child.

ELIGIBILITY

- All full-time and part-time employees who are budgeted to work a minimum of twenty (20) hours per week and have worked at least 1,250 hours -or twelve (12) months and are not in a probationary period prior to the birth or adoption of a child are eligible to receive up to twelve (12) work weeks of Parental Time.

GUIDELINES

- A. An eligible employee will be entitled up to a total of twelve (12) work weeks of Parental Time during a designated six (6) months and used within six (6) months following the event for one or more of the following:
 1. The birth and care of the newborn child of the employee.
 2. The placement of a child, younger than 18, with the employee for adoption. The adoption of a new spouse's child is excluded from this policy.
- B. The County uses a rolling twelve (12) month calendar to calculate an employee's eligibility for Parental Time, measured backward from the date of qualified event.
- C. All eligible employees must be covered on an approved leave of absence, either Family Medical Leave (Policy 5.9: Family Medical Leave) or Personal Leave (Policy 5.5 Personal Leave) to be eligible to receive Parental Time.
- D. Employees who qualify for Parental Time will be required to use Parental Time before other paid time.
- E. In most circumstances, an employee may be required to use any accrued vacation time, sick time, and compensatory time during any unpaid portion of a leave after Parental Time has exhausted, providing this does not interfere with eligibility for IMRF disability.

- F. Employees may choose to use Paid Leave during any unpaid portion of a leave, or bank that time based on the requirements and provisions under Policy 5.2 Paid Leave.
- G. Eligible employees will receive a maximum of twelve (12) work weeks of Parental Time per birth or adoption of child/children. The Parental Time must be taken in blocks of time and used within six (6) months following the birth or adoption of the child/children. The fact that a multiple birth or adoption (e.g., the birth of twins or adoption of siblings) does not increase the twelve week total amount of paid Parental Time granted for that event. In addition, in no case will an employee receive more than twelve (12) weeks of Parental Time in a rolling 12-month period, regardless of whether more than one birth or adoption event occurs within that 12-month time frame.
- H. Each week of Parental Time is compensated at one hundred (100) percent of the employee's regular, straight-time bi-weekly pay. Parental Time will be paid on a biweekly basis on regularly scheduled pay dates.
- I. Reinstatement or other benefits and conditions of employment while receiving Parental Time will be based on the requirements and provisions under Policy 5.9: Family Medical Leave (FMLA) or Policy 5.5 Personal Leave. However, an employee has no greater right to reinstatement or other benefits and conditions of employment than if they had not taken leave.

PROCEDURES

1. An employee must contact the Human Resources Department to request Parental Time, at least thirty (30) days in advance, where practical or where leave is foreseeable, stating both the purpose and the beginning and ending dates of the leave. If the need for leave is not foreseeable, or the employee does not receive thirty (30) days advance notice themselves, notice is required as soon as practicable, generally within one (1) to two (2) days of learning of the need for leave.
2. The Department Head and Director of Human Resources, or their designee will be notified of an employee's eligibility for Parental Time.
3. An employee will be required to provide their supervisor with a schedule or a one (1) to two (2) day notice of anticipated absences.
4. The Human Resources Department will notify the employee of the status of their request for Parental Time in writing.
5. Employees may be required to provide periodic updates of their status and intent to return to work while receiving Parental Time.

6. If circumstances of a leave change, and the employee would like to return to work earlier than the date specified, the employee should notify the Human Resources Department and their supervisor at least two (2) working days prior to returning. Any unused Parental Time will be forfeited.
7. If an employee fails to return from leave, the employee's supervisor should notify the Department Head and Human Resources Department immediately.