

Resolution

FI-R-0355-20

AUTHORIZATION OF MEMORANDUM OF UNDERSTANDING WITH
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
(AFSCME)

WHEREAS, the Illinois Public Employee Labor Relations act has established regulations regarding union recognition and collective bargaining in the State of Illinois, and

WHEREAS, a group of AFSCME employees in the DuPage County Care Center did authorize AFSCME as their exclusive bargaining agent under the terms and conditions of the Act, and

WHEREAS, the County and AFSCME have been bargaining in good faith to reach agreement on a Memorandum of Understanding, and

WHEREAS, the union members have ratified a tentative agreement.

NOW, THEREFORE, BE IT RESOLVED that the County Board does hereby ratify, accept, and adopt the Memorandum of Understanding attached to this resolution between AFSCME and the County of DuPage, and

BE IT FURTHER RESOLVED that the County Board Chairman be authorized to execute said Memorandum of Understanding, and

BE IT FURTHER RESOLVED that the County Clerk transmit a copy of this resolution to the Human Resources Department, County Board Office and the DuPage County Care Center.

Enacted and approved this 12th day of May, 2020 at Wheaton, Illinois.

DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

Memorandum of Understanding Between County of DuPage and AFSCME Council 31

The County of DuPage (the “County”) and the American Federation of State, County and Municipal Employees, Council 31 enter this Memorandum of Understanding on the 12th day of May 2020. The parties agree to the following:

1. Effective April 1, 2020, if a DuPage Care Center employee is unable to work due to either testing positive for, or exhibiting symptoms of COVID 19 (fever, difficulty breathing, a new or change in cough or sore throat), then the employee may use accrued paid leave until the employee has a proper release to return to work from the appropriate public health official or health care provider. The parties shall follow Center for Disease Control (“CDC”) criteria for return to work of health care providers with suspected or confirmed COVID-19. If pursuant to that criteria the employee remains absent and has exhausted accrued but unused paid leave, then the County will advance up to ten (10) paid sick days to the employee. The employee shall repay these advanced sick days from future sick leave accrual, or the County will deduct the advance from the employee’s final paycheck. Upon returning to work, the employee must present to the County certification from a medical provider verifying that the CDC criteria has been met.
2. Effective March 16, 2020, the County shall increase all bargaining unit wages by two percent for all hours worked from that date and through the earlier of the date the County Board declares the end of the COVID-19 public health crisis or when the parties ratify a final collective bargaining agreement, but no later than December 31, 2020.
3. The County shall establish the 1 East Unit as the place to quarantine residents who show symptoms of COVID 19 (fever, difficulty breathing, a new or change in cough or sore throat). The County shall pay employees who must provide services on 1 East (or any other unit established by the County to quarantine residents) a \$5 per hour increase in pay while the employee is performing services on that unit. The County will apply this stipend retroactively for all hours worked while there was a resident assigned to this unit with the symptoms. This stipend does not apply when employees are performing services on the 1 East Unit (or any other unit designated to quarantine residents) and there are no residents placed on the unit due to COVID-19 related reasons.
4. The Employer will have a weekly huddle with the AFSCME bargaining team while the COVID 19 pandemic continues. This meeting shall occur during the first shift and for up to thirty minutes, unless the parties otherwise agree.
5. This MOU shall expire pursuant to its terms, or upon the ratification of a collective bargaining agreement by both parties.

AFSCME COUNCIL 31

COUNTY OF DUPAGE

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

Attachment: COVID-19 MOU (FI-R-0355-20 : Authorization of Memorandum of Understanding with AFSCME)