**AFSCME Local 88 Management Bargaining Update 1 (4/28/2025)**

AFSCME Local 88 is the largest Union within the County, with membership of around 4,000 people. They are in every department and cover a broad range of County functions, from Library Assistants to Bridge Operators to Community Health Specialists to Office Assistants, and dozens more in between. Put simply, the County would not function without these crucial workers.

So far, we have met for bargaining on February 27, March 6, March 13, March 27, April 3, April 17, with several more sessions on the books into the summer. We try to meet weekly to keep momentum going in hopes of settling a fair contract as soon as we can.

Since we have already had several meetings, there are a lot of updates!

This is where we are as of April 24 in brief:

4 Articles TA’ed (tentative agreement reached)

15 Articles pending with Union

9 Articles pending with County

3 Articles not yet opened by either Party

6 Addenda pending with Union

3 Addenda pending with County

4 Addenda not yet opened by either Party

Keep reading for greater detail on the status of each article:

**Tentative Agreements:**

Ground Rules (2/27/2025)

Article 1 - Preamble (4/3/2025)

* Maintaining current contract language

Article 4 - Management Rights (4/3/2025)

* Maintaining current contract language

Article 6 - No Strike or Lockout (4/3/2025)

* Maintaining current contract language

Article 27 - Savings Clause and Funding (3/13/2025)

* Maintaining Current Contract Language

**Open:**

Article 2 - Definitions

* Union put forward proposal 2/27/2025 that would eliminate “temporary employees” as job type and reduce initial trial service
* County counter-proposed on 3/6/2025 to keep current length of initial trial service with additional reviews/feedback to ensure new employee success
* *Status: Awaiting Union response.*

Article 3 - Recognition

* Union put forward proposal on 2/27/2025 that would remove temporary employees from Addendum L exclusion, and include additional positions (HR, risk, law clerks, chaplains) in bargaining unit
* County counter-proposed on 3/27/2025 to reject the bulk of the Union’s proposal because mechanisms already exist for unit clarification, and because including all temp workers in the bargaining unit would come at a significant cost. Many temp workers are truly temporary in nature (only a couple months) and it is not in the County’s interest or best use of resources to allocate the resources to onboard them the same as regular staff
* *Status: Awaiting Union response.*

Article 5 - Union Security, Representation, and Business

* County made initial proposal on 3/6/2025 to add language requiring the Union to clarify who designated representatives (Union staff and stewards) are in order to support Labor/Management relations, as well as proposing limitations on steward time to ensure business needs of the County are still being met
* *Status: Awaiting Union response*

Article 7 - Holidays

* Union put forward proposal on 4/17/2025 to enshrine Indigenous People’s Day as holiday (already agreed upon in Memorandum), increase hours paid on holidays and granting full holidays to part-time employees
* *Status: Awaiting County response*

Article 8 - Vacation

* Union put forward proposal on 4/17/2025 to increase vacation accrual for employees with 20+ years of service, reduce notification of wellness leave to 24 hours, and allow annual vacation cash out
* *Status: Awaiting County response*

Article 9 - Sick Leave, Fitness for Duty, and Disability Insurance

* County made initial proposal on 3/13/2025 that would require employees at 24/7 hour operations to call in at least 3 hours before start of shift, clarify that using other leaves for sick leave purposes does not exempt employee for excessive absenteeism, incorporating Paid Leave Oregon memorandum, and removing healthcare access barriers such as the Affidavit of Domestic Partnerships
* *Status: Awaiting Union response*

Article 10 - Other Leaves

* County made initial proposal on 3/13/2025 to expand bereavement leave benefit
* *Status: Awaiting Union response*

Article 12 - Workers Compensation and Supplemental Benefits

* County initially proposed keeping current contract language on 3/6/2025
* County expanded proposal on 3/13/2025 to give employees option of using accrued paid sick leave or unpaid leave while awaiting Workers Compensation benefits
* *Status: Awaiting Union response*

Article 13 - Work Schedules

* Union put forward proposal on 4/17/2025 to expand notice of schedule changes, increase administrative pay with closures due to inclement weather or other curtailment
* *Status: Awaiting County response*

Article 14 - Compensation

* Union put forward proposal on 4/17/2025 for $11 across the board hourly wage increase for all Local 88 members regardless of current salary, adding longevity pay starting at 8 years of service, increasing comp time, increasing bilingual pay differential, and limiting County ability to recollect overpayments, among several substantive changes to the wage structure
* *Status: Awaiting County response and costing by our Budget office*

Article 15 - Job Profiles and Pay Ranges

* County made initial proposal on 4/17/2025 to incorporate compliance with the Oregon Equal Pay Act, expanding the Work out of Class system and increasing pay for time off while in a WOC, and cleaning up step reclassification process
* *Status: Awaiting Union response*

Article 16 - Pensions

* County proposed keeping current contract language on 3/6/2025
* *Status: Awaiting Union response*

Article 17 - Disciplinary Action

* County made initial proposal on 3/13/2025 that clarifies that if an employee moves from one department to another during a disciplinary action or investigation, that process shall continue in new position or department, and that failure to communicate during an unpaid leave of absence could be considered job abandonment
* *Status: Awaiting Union response*

Article 18 - Settlement of Disputes

* County made initial proposal on 3/6/2025 to clarify grievance timelines and appropriate step at which to file a grievance
* *Status: Awaiting Union response*

Article 19 - Modification of Work Performed by Bargaining Unit

* County proposed keeping current contract language on 3/6/2025
* Union counter-proposed on 3/13/2025 proposing limitations on contracting or subcontracting, ceasing usage of volunteers if it is work that is done by a bargaining unit member, and that Union could bargain impact of possible Intergovernmental Agreements
* *Status: Awaiting County response*

Article 20 - Workloads and Standards

* Union made initial proposal on 4/3/2025 to eliminate management’s right to establish workload, and to create new differential when employees are staffed below a certain threshold
* County counter-proposed on 4/17/2025 to accept Union’s new language on incorporating the County’s mission, values, and vision into trainings and reciprocal language about evaluations during arbitration hearings; the County struck Union’s proposal eliminating management rights
* *Status: Awaiting Union response*

Article 21 - Seniority and Layoffs

* Union made initial proposal on 4/3/2025 to increase continuous service/seniority calculations, allow an employee to bump into any previously held job at any time, and move up KSA freeze earlier in the year, among several other substantive changes
* *Status: Awaiting County response*

Article 22 - Shift and Work Assignment

* Union made initial proposal on 3/13/2025 to increase all trainee pay to Step 1 regardless of not meeting minimum qualifications of the position, to have right to impact bargain certain changes of geographic work locations, and to create new differential for employees who geographic work location is changed with less than 15 days notice
* *Status: Awaiting County response*

Article 23 - Personnel Rules and Records

* County proposed keeping current contract language on 3/6/2025
* *Status: Awaiting Union response.*

Article 24 - Non-Discrimination

* Union made initial proposal on 3/27/2025 to change the definition of a micro-aggression and to change complaint procedure so that external mediators/investigators be hired on all cases and that “trauma leave” (as yet undefined) be granted to one or both parties involved
* *Status: Awaiting County response. The County cannot respond until new Article regarding “trauma leave” is put forward*

Article 25 - Safety and Health

* Union made initial proposal on 3/13/2025 for formation of new committee regarding safety and health, work refusal where an employee deems an assignment unsafe, that Union would have a role in determining safe staffing ratios, and striking language that staffing is a management right
* County counter-offered on 3/27/2025 to keep staffing as a management right, rejecting proposal on data issuance (this is already made available), rejecting proposal on work refusal (there is already OSHA process), but accepting new language on violence in the workplace
* *Status: Awaiting Union response.*

Article 28 - Entire Agreement

* County proposed keeping current contract language on 3/6/2025
* *Status: Awaiting Union response*

New Article - Successorship

* Union made initial proposal on 3/13/2025 for a new article in the contract so that the current CBA would follow an employee if any of their work transfers to a new agency
* *Status: Rejected by County 3/27/2025*. The County is unable to dictate the labor agreements of other organizations.

New Article - AI

* Union made initial proposal on 4/3/2025 on the use of AI in the workplace, proposing a new committee to address new technology
* *Status: Awaiting County Response*

As you can see, we’ve been hard at it, and there is still a long way to go! We will share another update soon on the proposed changes to the 13 comprehensive amendments to this (already very long!) contract, and moving forward we hope to share updates regularly.