**AFSCME Local 88 Management Bargaining Update 7 (July 9, 2025)**

The County and the Union met for bargaining on June 26 and July 3, 2025.

Here is where we are in brief:

7 Articles Pending with Union

12 Articles Pending with County

3 Addenda Pending with Union

8 Addenda Pending with County

This is what went across the table on June 26:

**Proposed by Union:**

**Article 9 - Sick Leave**

* This was a counterproposal following the County’s March 13, 2025, proposal.
* The Union proposed that all sick leave be protected leave, eliminating the 40-hour protected leave cap and tightening the situations in which the County can verify the appropriate use of sick leave.
* The Union proposed doubling the amount of sick leave accrued to .1 hour per each paid hour and removing that sick leave is accrued on County-paid hours.
* The Union proposed striking all excessive absenteeism language.
* The Union proposed that employees can take unpaid leave prior to using their paid leave accruals.
* The Union proposed that vacation leave accrued in excess of maximum caps will be automatically donated to a catastrophic leave bank.
* The Union proposed that catastrophic leave can be used for immigration and citizenship leave.

**Article 25 - Safety and Health**

* This was a counterproposal following the County’s March 27, 2025, proposal.
* The Union proposed that employees fill out incident report forms as determined by the departments, rather than the countywide forms currently in use.
* The Union proposed a new committee for joint staffing review with the County, where the Union would give recommendations on current workloads, anticipated service demands, and potential safety hazards.
* The Union also proposed that they be notified whenever there is a change to workload expectations and be provided an opportunity to offer feedback.
* The Union proposed adding “refusal to work” language.

**Proposed by County:**

**Article 5 - Union Security**

* The County proposed a counter to the Union’s May 29, 2025, proposal.
* The County proposed that information provided to the Union will align with PECBA and will be shared only if available to the County.
* The County re-proposed language about the Union maintaining a list of designated representatives.
* The County accepted language setting the Union’s bargaining team at 12 members but proposed clarifying when attendees will be on Union paid time.
* The County proposed that Union communications must be provided to Central Human Resources or Labor Relations, changing the language from requiring the communications to be “approved.”
* The County proposed clarification that Union stewards may be released for "reasonable" time and upon written notice to managers.
* The County proposed that Union reimbursable time be counted in hours rather than days and be pro-rated by FTE.
* The County proposed clarification that visits by Union reps will abide by PECBA.

**Article 18 - Settlement of Disputes**

* This is a counterproposal to the Union’s June 12, 2025, counterproposal.
* The County presented the same proposal as the County’s March 6 proposal while also accepting the Union’s language that grievance responses will be sent to both the employee and the Union.

This is what went across the table on July 3:

**Proposed by Union:**

**Addendum F - Library Department**

* This was a counterproposal to the County’s June 12, 2025, counterproposal.
* The Union proposed accepting the County’s June 12 proposal except for the language that maintains an employee’s qualifications must be considered in the shift bid process.
  + The parties reached a tentative agreement on this Addendum with the County clarifying that it believes the Library already has a right to consider whether an employee is qualified for a shift when allowing employees to shift bid.

**Article 19 - Modification of Work**

* This was a counterproposal to the County’s May 15, 2025, counterproposal.
* The Union maintained its proposal that the County cannot contract out services if it has any negative impact on bargaining unit members.
* The Union modified its proposal that the County cannot use volunteers if they replace bargaining unit positions, prevent the filling of positions, or result in layoffs.

**Article 20 - Workloads and Standards**

* This was a counterproposal to the County’s June 12, 2025, counterproposal.
* The Union proposed that any significant changes to workload be subject to impact bargaining.
* The Union accepted most of the County’s June 12 proposal regarding providing written summaries of non-disciplinary notices within 14-days.

**Proposed by County:**

**Article 25 - Safety and Health**

* This was a counterproposal to the Union’s June 26 counterproposal.
* The County accepted the Union’s proposal regarding employees using the department’s incident report forms.
* The County proposed striking staffing language from this proposal and told the Union it would address staffing in Article 13 - Work Schedules.

**Addendum H - Drug and Alcohol Policy**

* The County rejected the Union’s proposal of expanded Garrity rights
* The County accepted the Union’s clarification that a second testing would be used for an employee appeal but added that it has to be a SAMSHA certified laboratory.
* The County modified a Union proposal that upon request, a manager will provide to an employee the written specification of the circumstances surrounding reasonable suspicion testing.

Tentative Agreements as of July 9, 2025:

* Article 1 - Preamble (4/3/2025)
* Article 3 - Recognition (5/15/2025)
* Article 4 - Management Rights (4/3/2025)
* Article 6 - No Strike or Lockout (4/3/2025)
* Article 11 - Health and Welfare (5/15/2025)
* Article 12 - Workers Compensation and Supplemental Benefits (5/22/2025)
* Article 16 - Pensions (5/22/2025)
* Article 17 - Disciplinary Action (5/22/2025)
* Article 23 - Personnel Rules and Records (5/15/2025)
* Article 27 - Savings Clause and Funding (3/13/2025)
* Article 28 - Entire Agreement (5/15/2025)
* Addendum C - Premium Pay and Other Special Provisions (5/15/2025)
* Addendum D - Emergency Conditions Provision (5/15/2025)
* Addendum F - Library Department (7/3/2025)
* Addendum J - Health Department (5/15/2025)

Our next bargaining session is scheduled for July 10, 2025.