

# Classified contract under the microscope

**Donny Beach**  
News Editor

These things always happen in threes. Every three years, three employee unions — full-time faculty, classified support staff

and part-time faculty — meet with Clackamas Community College's administration at the bargaining table to work out the union contracts. CCC has three-year contracts with relatively short bargaining periods.

Bargaining usually starts in February in order to be done by the time the contract is up, on

June 30. This year, though, bargaining began late, April 17, and consequently ran longer than it has in previous years.

Elizabeth Lundy, vice president of instruction and student services, likens the process to "housekeeping chores" of running the school as a business as well as a college. It's the stuff

that needs to be done, but isn't necessarily unpleasant, she said.

"The fact that people are so involved in the process already," Lundy said, "makes it easier to come together."

The classified employees contract has been tentatively approved, meaning the two halves of the bargaining table

have reached an understanding. But the contract stills need to be voted on by the union members as well as ratified by the Board of Education before it becomes official. The bargaining wrapped up on Tuesday, Jan. 28. Below is an overview of some of the thorny issues the two sides tackled.

## Classified Agreement between Clackamas Community College and Clackamas Community College Association of Classified Employees

**What it means:** Talks about who is allowed to be in the Clackamas Community College Association of Classified Employees union.

### Article 1. RECOGNITION

Clackamas Community College recognizes the Clackamas Community College Association of Classified Employees, OEA/NEA, as the sole and exclusive bargaining representative for the purpose of establishing salaries, wages, hours, and conditions of employment for all classified staff employed by the College working twenty (20) hours a week or more.

The purpose of this Article is to recognize the right of the bargaining agent to represent classified staff employees in the classified bargaining association in negotiations with the College. The Association recognizes its responsibility as bargaining agent and agrees to represent employees in the classified bargaining association without discrimination, interference, restraint, or coercion.

**The problem:** The parties were not disagreeing about what the article contains, but how to effectively state it so that IT Services is still included in the union.

**What it means:** Outlines paid/non-paid lunches based on shift working. Also, outlines the time slots that defines the different shifts.

### Article 3. HOURS OF WORK AND CONDITIONS

#### Section 3. Lunch Periods

Employees shall be granted a lunch period of not less than one-half hour (30 minutes) during each work shift. Such lunch period shall be without pay and as near mid-shift as feasible with the operational needs of the College. Exceptions to this rule are swing and graveyard shifts for custodians and public safety, which receive paid lunch periods.

#### Section 4. Hours/Overtime

**Day Shift** — A work shift of a maximum of eight (8) consecutive hours, exclusive of lunch break, beginning at or after 6:00 a.m., but not later than 2:00 p.m.

**Swing Shift** — A work shift of a maximum of seven and one-half (7½) consecutive hours, beginning at or after 2:00 p.m., but not later than 10:00 p.m.

**Graveyard Shift** — A work shift of a maximum of seven (7) consecutive hours, excluding Public Safety Officers, beginning at or after 10:00 p.m., but not later than 6:00 a.m.

**The problem:** Neither side is disputing who fits into which group, but some employees are not considered swing shift / graveyard shift because their start time is before the listed times. Both sides have agreed on the 8 hour shifts / 30 minute lunch, but what was disagreed on was the percentage of pay for working swing / graveyard shifts.

**What it means:** The College will not subcontract out work that is currently being handled by or falls within the job duties of current classified staff without proper notice. In the event that subcontracting is required, the college will work with the union to keep the staff employed.

### Section 17. Sub-Contracting

Except in case of emergency there should be no subcontracting of classified bargaining association positions without two (2) weeks notice given to the Association, which can be waived by the Association. If a pattern of ongoing projects emerges across division(s) with contractor(s), the Association and the College will work to review the situation, which may result in the creation of an additional classified position. In the event subcontracting becomes necessary, the College will work with the Association to retain employment for affected association members.

**The problem:** The union understands the reason why the college may need to subcontract, but the Association wanted clearer descriptions in the contract text to keep an employee from being displaced or RIF'd (Reduction-In-Force) — laid off.

**What it means:** If a project or job requires a lead person to handle organizing work between staff and supervisor/department dean, that position will be created with appropriate compensation to cover the increased time/work required to be in the lead position.

### Article 5. EMPLOYEE CATEGORIES/VACANCIES/TRANSFERS

#### Section 2. Lead Person/Team Leader

In a team or crew setting, a lead person/team leader communicates work assignments/schedules and information to individual team members and back to the supervisor. Such an assignment might not be a permanent part of the job assignment but exists only when a specific work situation requires it. If temporary, the employee's supervisor or Dean will reaffirm on an annual basis the temporary nature of the lead position. The College and the Association recognize that there are some lead positions which are permanent in nature.

The intent is to report on work assignments and issues affecting those assignments, not to monitor the performance of specific employees.

**The problem:** The College and Association disagree on the percent increase in pay for the position.

**What it means:** The College proposed a three-year plan for raises. Base salary is increased by 0.5 percent in the first year with a 1 percent one-time payment paid by March 1. In the second year, the base salary is increased again by 0.75 percent with another one-time 1 percent payment. Finally a 2 percent base salary increase in the third year (with no separate payment).

### Article 10. WAGES AND BENEFITS

Effective July 1, 2010, salaries shall be as indicated in **Appendix A. CLASSIFIED SALARY SCHEDULE 2010-2011.**

Effective July 1, 2011, salaries shall be as indicated in **Appendix B. CLASSIFIED SALARY SCHEDULE 2011-2012.**

Effective July 1, 2012, salaries shall be as indicated in **Appendix C. CLASSIFIED SALARY SCHEDULE 2012-2013.**

**The problem:** The Association was asking for an increase on base salary for each year. First year, 3 percent; second year, 2.75 percent increase; and finally another 3 percent in the third. The biggest difference between the two proposals would be how much the base salary would compound between the years.