

In the Matter of an Interest Arbitration Between
Federation of Oregon Parole and Probation Officers
Josephine County Chapter
and
Josephine County
(2007-2009 Agreement)

Award & Opinion
NB2647

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EMPLOYMENT
RELATIONS BOARD

Before
Norman Brand

Appearances

For the Federation of Oregon Parole and Probation Officers
Garrettson, Gallagher, Fenrich & Makler
by **Rhonda J. Fenrich, Esq.**

For Josephine County
Bullard, Smith, Jernstedt, Wilson
by **Adam S. Collier, Esq.**

July 20, 2008

Background

The Federation of Oregon Parole and Probation Officers (“FOPPO”) and Josephine County (“County”) are parties to a collective bargaining agreement that expired June 30, 2007. As a result of reaching an impasse in their negotiations for a successor agreement, the parties invoked ORS §243.746. I held a hearing on April 29, 2008, at the Josephine County courthouse in Grants Pass, OR.

Both parties were present at the hearing, and represented by counsel. Each had a full opportunity to examine and cross-examine witnesses, present evidence, and argue its position. Neither party objected to the conduct of the hearing. At the close of the evidentiary hearing the parties asked to file post-hearing briefs. I received the last brief on June 3, 2008, at which time I declared the hearing closed.

Last Best Offers

[Attached as Appendix A (FOPPO) and B (County)]

Statutory Criteria

In accordance with ORS §243.746, the arbitrator must select the Last Best Offer (“LBO”) of one party, using the following criteria:

(a) The interest and welfare of the public.

(b) The reasonable financial ability of the unit of government to meet the costs of the proposed contract giving due consideration and weight to the other services, provided by, and other priorities of, the unit of government as determined by the governing body. A reasonable operating reserve against future contingencies, which does not include funds in contemplation of settlement of the labor dispute, shall not be considered *as* available toward a settlement.

(c) The ability of the unit of government to attract and retain qualified personnel at the wage and benefit levels provided.

(d) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other paid excused time, pensions, insurance, benefits, and all other direct or indirect monetary benefits received,

(e) Comparison of the overall compensation of other employees performing similar services with the same or other employees in comparable communities. As used in this paragraph, “comparable” is limited to communities of the same or nearest population range within Oregon. Notwithstanding the provisions of this paragraph, the following additional definitions of “comparable” apply in the situations described as follows:

(A) For any city with a population of more than 325,000, “comparable” includes comparison to out-of-state cities of the same or similar size;

(B) For counties with a population of more than 400,000 “comparable” includes comparison to out-of-state counties of the same or similar size; and

(C) For the State of Oregon, “comparable” includes comparison to other states.

(f) The CPI-All cities Index, commonly known as the cost of living

(g) The stipulations of the parties.

(h) Such other factors, consistent with paragraphs (a) to (g) of this subsection as are traditionally taken into consideration in the determination of wages, hours, and other terms and conditions of employment. However, the arbitrator shall not use such other factors, if in the judgment of the arbitrator, the factors in paragraphs (a) to (g) of this subsection provide sufficient evidence for an award.¹

(a) The Interest and Welfare of the Public

As a preliminary matter, the County argues a unique decisional framework for this interest arbitration. It asserts the party whose LBO diverges most from the status quo has the burden of proof. If that party fails to meet its burden, according to the County, the arbitrator must select the other side’s LBO. Since FOPPO seeks a larger pay increase than the County has offered, its proposal diverges the most from current pay. Consequently, in the County’s view, FOPPO has the burden of proof. If it fails to “prove” its LBO meets the statutory criteria, or if the County can show flaws in FOPPO’s analysis, the arbitrator must reject the FOPPO LBO and select the County’s LBO, without further analysis.

¹ The statute requires giving “first priority to paragraph (a) and secondary priority to paragraphs (b) to (h)”.

This argument is less than compelling for two reasons. First, it is ungrounded in the statute. The County cites no statutory language that assigns the burden of proof to either side. The statute simply says the unresolved mandatory subjects in the LBO packages “shall be decided by the arbitrator,” using the statutory criteria.

Second, the County’s decisional framework potentially applies the statutory criteria to only one side. When it comes to wages, the Union will almost always have the burden of proof under the County framework, since it is unlikely the Employer will offer a larger pay increase than the Union proposes.² Since the Union has the burden of proof, if it fails to justify the wages it proposes under the statutory criteria, it has failed to meet its burden of proof. If the County can show the Union’s wage analysis is flawed in any way, in the County’s view, the Union has failed to meet its burden of proof and the arbitrator must automatically select the County’s LBO. The arbitrator cannot consider how well the County’s LBO comports with the statutory criteria, he must simply select it.³ There is no merit to the County’s proposed framework. Since the County’s decisional framework potentially prevents the arbitrator from considering how well the County’s LBO meets the statutory criteria, it must be rejected.

The parties differ on whether this case can be decided using only the first priority criterion. FOPPO takes the generally accepted position that in order to determine the interest and welfare of the public one must consider each of the other statutory criteria. The County argues the interest and welfare of the public

² I use a single issue LBO for the sake of simplicity. The County proposes taking the total cost of each LBO as a basis for determining who has the burden of proof. That would inevitably place the burden of proof on the Union, since it is highly unlikely there would be an impasse if the County were to offer more than the Union was asking.

can be determined without considering the other criteria. It asserts the purpose of the interest arbitration statute is to provide an alternative to the strike for certain employees. It further asserts that “all other things being equal,” strike-prohibited employees should receive in arbitration the same package they would have gotten had they been permitted to strike. Both of these assertions are unremarkable. The County goes on, however, to make two arguments based on these assertions.

First, the County argues, the wage increases received by other County employees demonstrate what Parole and Probation Officers would have negotiated if they had been able to strike. This argument is deeply flawed. As discussed more fully below, Parole and Probation Officer wages and benefits are funded by the State, not the County. In a poor County, whose voters appear unwilling to tax themselves, this difference in the availability of funds makes an enormous difference in what Parole and Probation Officers might be able to negotiate if their bargaining unit was strike permitted. Moreover, some public employee groups are “strike-prohibited” because their jobs are critical to public health and safety and it would create immediate and serious public disruptions if they struck. These employees, by their ability to cause greater disruption, have more bargaining power than employees who cannot cause immediate public disruption by striking. Thus, they frequently negotiate better contracts than other employees of the same

³Presumably, if the Union meets its burden of proof the County then gets a chance to show its LBO is more consistent with the statutory criteria.

employer.⁴ Thus, in light of the realities of collective bargaining, it is not accurate to use what strike permitted employees receive as the measure of what strike prohibited employees would have gotten had they struck.⁵

Second, the County argues, it is unconscionable for FOPPO to assert its members are entitled “to the same wages as paid by the State of Oregon ...” It goes on to say: “It is incomprehensible that the Legislature intended that public employees in small rural counties should be paid as if they were employed by the State of Oregon ... [because] tax rates and local economies cannot sustain it....” The argument is flawed because the County tax rate is not a constraint on Parole and Probation Officers’ pay. The money to pay them comes from the State. Similarly, there is no need for the local economy to “sustain” the pay of Parole and Probation Officers. The money comes from the State. Thus, I find the County has not shown the interest and welfare of the public supports its LBO, without reference to the other statutory criteria.

(b) Reasonable Financial Ability of the Unit of Government

This case does not fit the normal pattern of interest arbitration cases. The unit of government that must “meet the costs of the proposed contract” will meet those costs using money provided by another unit of government. The

⁴ It has often been said that collective bargaining is a system through which the lion gets the lion’s share.

⁵ At another point in its argument the County introduces its negotiating posture with the Deputy Sheriffs. What the County has negotiated with other strike prohibited employees is probably a better guide to what

Community Corrections Act gave counties the option of “managing all, part, or none of the services for offenders under supervision.” (UX-20) “At the request of the county, the Department of Corrections also operates several field offices directly.” (UX-20) Each Biennium the Legislature funds the Community Corrections Program. The funding is allocated by county, in accordance with the county’s supervision load. (UX-19, 21) The number of Parole and Probation Officers funded by the State is determined by statewide caseload standards. Josephine County manages all of the services of the Community Corrections Program using Parole and Probation Officers it employs. None of the costs of their employment comes from the County general fund. Rather, the money for their salaries, and all of the costs associated with their positions, comes from the State through the Community Corrections Program budget. The County cannot reduce the pay or benefits of Parole and Probation Officers and transfer the money it saves to the general fund. Nor can it expend any Community Corrections money for general County purposes.⁶ Sufficient funds to cover the cost of either the FOPPO or County LBO, for the entire term of the collective bargaining agreement, have already been allocated by the State.

FOPPO employees could negotiate than what the County has negotiated with non-strike prohibited employees. What the County has proposed, however, is not probative of anything but the County’s desires.
⁶ The testimony of the Division Manager is that the Community Corrections Department (“CDC”) pays the County \$1 million (per biennium) for 21 jail beds a year, whether it uses them or not. It also pays the complete cost of the Mental Health Officer, who is shared with the jail. CDC also pays a portion of the cost of the Drug Court through an in kind time match. While the propriety of these expenditures is not challenged by the Union, they do represent some subsidization of the County’s general fund obligations through the Community Corrections Program.

County Commissioner Toler testified about the County's dire financial circumstances. He drew a graphic picture of the reductions in County services that already have occurred and the further reductions that will have to occur if voters do not approve tax increases. His testimony convincingly demonstrated that there is no "fat" to be cut in the County budget, only limbs to be amputated. Nevertheless, he was unable to demonstrate any financial effect on the County that could result from this arbitration. Commissioner Toler speculated about a reduction in the Community Corrections Program caseload if the County could not pass a tax increase and was forced to reduce prosecutions. That speculation ignores the funding mechanism. If the caseload falls, fewer Parole and Probation Officer positions will be authorized by the state. The funding is driven by the supervision caseload, not the amount each Parole and Probation Officers is paid.

The evidence shows the County has adequate funds to pay for the FOPPO LBO, without adversely impacting other County programs. The availability of funds is not, however, an argument that they must be spent. Thus, applying the "ability to pay" criterion does not mandate choosing either LBO.

(c) Ability to Attract and Retain Personnel

There is no evidence of any difficulty in attracting personnel. The County has high unemployment and a slowing rate of job creation, making any regular

employment attractive.⁷ Since 2005 three Parole and Probation Officers retired, one moved, and one left the County for to work for the State in Douglas County. This evidence does not demonstrate the ability to attract and retain personnel affects the choice of LBO.

(d) (e) Comparability

The parties disagree strenuously about the proper comparables, since the selection in this case is outcome determinative. The statute requires comparing the “overall compensation presently received ... [with the overall compensation of] other employees performing similar services ... in comparable communities.” There are three basic considerations: overall compensation, “similar services,” and “comparable communities.” There is no disagreement about “similar services.” Neither side challenges the legitimacy of including any of the employees in the comparison groups on the basis of the work they do. The testimony of Mr. Camilo and Mr. Huntley showed the work done by Parole and Probation Officers is identical in every county, whether they are employed by a county or the State. Since all Parole and Probation Officers perform the same work, the only question is which other jurisdictions should be considered.

The County argues its comparators are proper because they are all counties that fall within 25% of Josephine County’s population. They are: Coos, Klamath, Polk, Umatilla, Benton, and Yamhill. Four of the counties are smaller and two are

⁷ In February 2008 unemployment was 8.2% seasonally adjusted. (County Ex. 12)

larger than Josephine County. FOPPO argues its comparators are proper because they all fall within 50% of Josephine County's population. FOPPO does not, however, include all of the counties that fall within 50% of the population. It chooses an even number of larger and smaller counties (four up and four down). They are: Coos, Douglas, Klamath, Linn, Polk, Umatilla, Benton, and Yamhill. It omits Columbia and Lincoln counties (both smaller than Josephine).

FOPPO gives two reasons for the omission. First, by omitting these two counties the list of comparable jurisdictions contains an even number of counties with population greater and lesser than Josephine County. Second, a "review of the caseloads and funding sources" justifies removing these two counties, "given the significant difference in caseload and funding for each of these counties." This explanation is not borne out by the facts. The funding source for these counties is not unique. The caseloads of both omitted counties are greater than Benton and almost the same as Polk, both of which are included. The funding for both omitted counties is greater than Benton and Polk. There does not appear to be an objective basis for excluding two of the counties within 50% of the population of Josephine County. Thus, the only plausible reason FOPPO gives for excluding the two counties is to have an even number of counties above and below in the group of comparables. As discussed below, that is not a compelling reason.

The County makes three arguments for using its group of comparables, rather than FOPPO's. First, it asserts that there are six counties (the ones it chose)

within 25% of Josephine County's population. No more counties are needed to do a reasonable comparison. Moreover, even if it were necessary to expand the comparison to counties within 50% of Josephine County's population, FOPPO has not done so. There are ten counties that fit its criterion of being within 50% of the population of Josephine County. FOPPO only included 8, dropping the smallest counties while keeping the largest. By eliminating Columbia and Lincoln counties, FOPPO significantly increases the average overall compensation for Parole and Probation Officers in the comparison group. This, in the County's view, is a "results-oriented" methodology that must be rejected.

Second, the County argues that neither Douglas, nor Linn County employs Parole and Probation Officers. In those counties services under the Community Corrections Program are provided by the State, through Parole and Probation Officers who are State employees. That is undisputed. In FOPPO's view, it is also irrelevant. FOPPO asserts the statute "does not specify the employer, but rather looks at the work performed in similar communities and not for similar employers." It cites City fire service arbitrations that consider whether, when looking at cities of comparable population, cities that provide fire services through membership in a fire district should be distinguished from cities that employ municipal fire fighters. Arbitrators have generally rejected the distinction, finding the statute looks solely to population and does not distinguish between cities based on how they deliver fire services. FOPPO argues that counties that leave

responsibility for Community Corrections Programs with the State should not be distinguished from counties that provide the services directly. The County argues that by using Douglas and Linn Counties as comparables, FOPPO is comparing Josephine County with the State of Oregon. The statute requires counties, cities, and the State to be compared only with the same level of political subdivision. It specifies how those comparisons will be made when a city or county has more than a certain population, and it specifies the State can be compared to other states. In the County's view, the employer does matter. A single collective bargaining agreement with the State covers all Parole and Probation Officers, regardless of whether they work in Douglas or Linn County. Their compensation reflects both comparisons with other states (not counties in Oregon) and any internal benchmarking in the State system. It is significantly higher than any of the counties.⁸ Moreover, the compensation paid these State employees is included twice in the comparisons done by FOPPO, inflating the averages.

There are three problems in using Douglas and Linn counties as comparables. First, there is no statutory basis for using them and it is inconsistent to use them while omitting Columbia and Lincoln counties. The statute requires comparisons with counties "of the same or nearest population range." It does not require an equal number of more and less populous counties. If it were thought that the six counties within 25% of Josephine County's population were an

⁸ At ten years of Service with an Advanced Certificate, compensation for State Parole and Probation Officers is \$500 a month more than the closest county and \$1300 more than the next closest county. (Ux-7)

insufficient number to make a reasonable comparison, then it might make sense to look to counties that are within 50% of Josephine County's population. But it does not make sense to select from among the counties that meet the 50% criterion only the larger counties with higher pay. By keeping the two highest paid counties in the grouping, and dropping the two lowest paid, FOPPO creates an artificially inflated comparison. Thus, even if there were a reason to go beyond six counties for an adequate number of comparables, the method FOPPO used is inconsistent and therefore unreliable.

Second, Douglas and Lincoln counties are not proper comparables because they employ no Parole and Probation Officers. The FOPPO argument ignores the meaning the statute gives to "employees in comparable communities." The phrase refers to public employers by political subdivision, as shown by what comes next in the statute. The statute defines comparators for cities, counties, and the State. In each case, the comparator is another public employer of like political subdivision. The statute does not permit comparisons between different political subdivisions.

This situation is different from the fire service. Whether a city provides fire services through municipal employees or by contracting with a fire district, it is still paying for the service. Thus, it is proper to compare it with other cities of similar size to measure the "economic effort" devoted to fire fighting. Moreover, the statute does not identify fire districts (or any other special districts) as

“comparable communities” for purposes of comparisons. But that does not mean the employer does not count when the employer is a different political subdivision named in the statute. While the statute is silent about the effect of fire districts on comparisons, it specifically requires counties to be compared to counties. It does not permit a county to be compared to the State. But that is what FOPPO has done in its list of comparables. It has taken what State employees are paid, whether providing Parole and Probation services in Linn or Douglas County, and compared it with what county employees are paid for providing Parole and Probation services in their county.⁹ Compensation for State employees is negotiated, in accordance with the statute, using an entirely different set of comparables. By including Linn and Douglass counties as comparators, FOPPO has effectively compared the County to the State. That is not permitted by the statute. Consequently, I must reject FOPPO’s comparables in favor of those provided by the County: Coos, Klamath, Polk, Umatilla, Benton, and Yamhill

In considering the County’s comparables, several aspects of how they have been compiled stand out. First, the statute requires a comparison of the “overall compensation presently received.” The County added its proposed wage increases to what Parole and Probation Officers presently receive in comparing them to the other counties. That provides an inaccurate picture. Second, the statute requires overall compensation to include “vacations, holidays and other paid excused

⁹ As the County notes, adding the State compensation in twice seriously distorts the comparison.

time.” The County fails to include paid time off – calculated in hours, dollars, or any other fashion -- in its comparisons. The County argues that monetizing leaves artificially increases the differences between higher and lower paid Parole and Probation Officers. That may be true. That does not, however, justify simply ignoring statutorily required comparisons. Third, there is reasonable justification for the County to compare pensions by deducting from total compensation whatever the employee must pay. Since pension is 6% of wages, and that is not a direct measure of what the employee will eventually get, imputing the employer’s pension payment on behalf of the employee artificially increases apparent compensation differences. Subtracting the cost of pension from overall compensation, when the employee is required to pay it him or herself, better reflects the employees’ overall compensation for comparative purposes.

(f) The CPI-All cities Index

There is no difference between the parties about which index to use. The major difference is that the County proposes the May index while FOPPO proposes using the annual index. Given the large variations in month-to-month CPI data, the FOPPO proposal makes much more sense. The purpose of taking CPI into account is to consider the annual loss in purchasing power of fixed salaries. The annual rise in the CPI is a better indicator of the loss of purchasing power to inflation because it gives an average view, rather than a snapshot. Thus, the FOPPO proposal on CPI is more consistent with the criteria.

The County argues FOPPO salaries have outpaced the CPI by two to one since the bargaining unit was created in 2005, demonstrating there is no need for any adjustment. This argument is undercut by the County's own comparative compensation data. Unless all of the comparators received very large increases since 2005, the data demonstrates the Parole and Probation Officers were seriously underpaid, by comparison with others doing the same work, before they became strike prohibited. The adjustments appear to be due to serious disparities in County wages for Parole and Probation Officers, not actual cost of living adjustments to reflect the loss of purchasing power to inflation.

Determinative Proposals

Article 21

FOPPO proposes two types of wage increases: general increases, and a combination of compressing the current salary structure and adding pay for the certifications that underlay the structure. Currently, there are three classifications of Parole and Probation Officers (PO 1, 2, 3), corresponding to three pay levels, through which employees advance by earning DPSSI certifications. FOPPO proposes collapsing this structure and moving all employees to the top classification. In addition, FOPPO proposes introducing a new section on "certification pay," which would give these employees additional compensation for having the certifications that were formerly used to advance to higher pay classifications. FOPPO justifies these changes as a means to provide double digit pay increases it believes are justified by its comparative data. Similarly, FOPPO

justifies a 3.2% general increase effective July 1, 2007, and a second increase of 2.9% effective July 1, 2008, based on the CPI. According to the Union's calculations,¹⁰ this amounts to increases of 14.9% for Parole and Probation Officers with basic certification, 12.7% for those with intermediate certification, and 10.2% for those with advanced certification.

The County proposes a 2.8% increase effective July 1, 2007, and the same 2.9% as the Union proposes for July 1, 2008. The increases apply to all current classifications. In addition, it proposes a 5% premium for Field Training Officers and a take home car for K-9 officers.¹¹

The comparative data of both parties is flawed. The County includes increases it only proposes, and fails to consider paid time not worked. Its calculation shows Parole and Probation Officers with intermediate certification 2.52% ahead of the comparables, and those with advanced certification 1.29% ahead of the comparables.¹² The Union comparables include the State (twice), arbitrarily eliminate smaller counties within the 50% group it chooses, and inflate differences by monetizing time off. They show Parole and Probation Officers with basic certification 18.1% behind,¹³ those with intermediate certification 14.9% behind, and those with advanced certification 10.9% behind.

¹⁰ This calculation includes the increased total compensation due to the Union's health care proposal.

¹¹ The Union argues these merely reflect past practice.

¹² Revised Exhibits 21 and 22.

¹³ There is only one employee in this classification.

The Union's inclusion of the State (Linn and Douglas Counties) and the elimination of two small counties within 50% of the population of Josephine County distorts the data far more than the County's inclusion of its proposed raises and failure to consider paid time off. While both sets of data are inaccurate, the County comparability data is much closer to a proper comparison than FOPPO's. Based on that data, the double digit increases proposed by FOPPO are not justified by the statutory criteria. On the Article 21 issues alone, I must select the County LBO. All of the other impasse issues are orders of magnitude less significant than these monetary issues. Consequently, no matter what the merits of the Union position on those other impasse issues, they cannot affect the decision to select the County LBO.

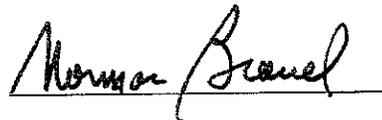
In light of my findings of fact and conclusions of law, I make the following:

Award

**In accordance with the criteria contained in ORS §243.746,
I select the LBO of Josephine County.**

San Francisco, CA

July 20, 2008



Norman Brand

INTEREST ARBITRATION

BEFORE

ARBITRATOR NORMAN BRAND

In the Matter between)
)
 FEDERATION OF OREGON PAROLE AND)
 PROBATION OFFICERS,)
)
 Federation,)
)
 v.)
)
 JOSEPHINE COUNTY,)
)
 Employer.)

FEDERATION'S
LAST BEST OFFER

All tentative agreements reached to date.
Current contract language for the remaining articles except:

Article 21

21.3 Move all employees to the F18 pay scale. Effective July 1, 2007 increase all bargaining unit members salaries and the pay scale by 3.2%.

Effective July 1, 2008 increase all bargaining unit members salaries and the pay scale by an amount equal to the CPI-W annual index with a minimum of 2% and a maximum of 4%

21.4 Certification Pay

Those employees who hold a DPSSST Intermediate Certificate shall receive an additional 2.5% in compensation.

Those employees who hold a DPSSST Advanced Certificate shall receive an additional 5% in compensation.

Article 23

23.3D Effective July 1, 2007 the county agrees to pay 90% of the total premium costs of the medical, dental and vision coverage for each eligible full time employee.

Employees will pay 10% of the total premium cost of the medical, dental and vision coverage of the plan they are enrolled in.

Appendix A

Article 29.

29.1 Term

A. This Agreement shall be in effect from July 1, 2007 through June 30, 2009 unless automatically renewed under paragraph B of this section.

C. Negotiations for a successor contract will begin by the federation presenting its opening proposals to the county between December 1 and December 31, 2008.

LAST BEST OFFER FOR A
COLLECTIVE BARGAINING AGREEMENT
BETWEEN
JOSEPHINE COUNTY
AND
FEDERATION OF OREGON PAROLE AND PROBATION
OFFICERS

Pursuant to ORS 243.746, Josephine County hereby submits its Last Best Offer. The County proposes maintaining the terms and conditions of employment set forth in the collective bargaining agreement with Federation of Oregon Parole and Probation Officers (FOPPO), which expires on June 30, 2007, except as specifically modified below:

1. Current contract language unless otherwise indicated below.
2. All tentative agreements to date.
3. Article 21 (Compensation Plan): See attached.
4. Article 23 (Insurance): See attached.
5. Article 29 (Term and Termination): See attached.
6. Letter of Agreement (Lead PO): See attached.

Appendix B

ARTICLE 21. COMPENSATION PLAN.

Section 21.1. Maintenance of Compensation Plan.

- A. The County shall maintain a compensation plan for the Parole and Probation Officer positions in the bargaining unit. The plan shall include eight steps for the classification with a minimum and maximum rate and six intermediate steps. (The pay table for employees covered by this Agreement is found in Appendix A.
- B. Probationary Increases for New Employees. An initial probationary employee shall move up one (1) step in the salary schedule after six (6) months employment provided they receive a satisfactory performance appraisal.
- C. Step Increases. All regular employees shall be eligible for a one step pay increase (not to exceed Step 8 of Appendix A) one full working year after completing such employees' initial probation, and each full year thereafter upon their payroll anniversary date providing they receive satisfactory performance appraisals. Every employee shall receive a performance appraisal at least annually even if the employee is at the maximum rate for his/her classification. Employees continue to be eligible for pay step increases until they reach the top of the salary range. Denials of the step increase shall be subject to the grievance procedure.
- D. Reclassification Increase
1. When an employee is reclassified upward, she or he shall be given a one step increase in pay. If the step increase in pay does not place her or him on at least step one (1) of her or his new salary pay range, she or he shall move to step one of said range.
 2. An employee shall receive a reclassification pay increase for an intermediate DPSST certificate and an overall satisfactory performance evaluation, or an advanced DPSST certificate and an overall satisfactory performance evaluation. The payment for such increase, shall commence on the first full month following the date of the certification issuance.
 3. When an employee is reclassified upward, the date of this increase shall then become the employee's payroll anniversary date.
 4. Performance standards shall be established by the Department for the parole and probation officer classifications. An officer who has received an intermediate or advanced DPSSI certificate, and who receives an unsatisfactory performance evaluation rating, may be disciplined following the procedures outlined in Article 18.

Section 21.2. Pay Days.

21.5 Field Training Officer

Employees who are designated by supervision as Field Training Officers shall have five percent (5%) added to their base wage when acting in that capacity.

ARTICLE 23. INSURANCE.

Section 23.1. New Employee Insurance Eligibility and Coverage

Insurance coverage and eligibility for participating full-time employees is outlined in this Article:

A Employees hired into a regular full-time position on the first day of the month: Insurance coverage begins the first day of the month following two full calendar months of employment.

B Employees hired into a regular full-time position after the first day of the month: Insurance coverage begins the first day of the month following completion of the month of hire plus the next full calendar month of employment.

Section 23.2. Life Insurance.

The County shall contribute 100% of the cost for \$25,000 group life insurance coverage for each eligible full-time employee, and \$2,000 group life insurance coverage for their eligible dependents.

Section 23.3. Long Term Disability Insurance.

All regular full-time employees shall be eligible for participation in the County long term disability insurance plan. Such coverage shall provide for 66 ²/₃% wage replacement following a ninety day elimination period. The County shall contribute 100% of the cost for long term disability coverage for eligible employees.

Section 23.3. Medical, Dental and Vision Insurance.

A. Medical and Vision Insurance Eligibility.

All regular, full-time employees who are employed shall be eligible for participation in the County medical and vision insurance plan.

B. Dental Insurance Eligibility.

All regular full-time employees shall be eligible for participation in the County dental insurance plan.

C. Comparable Coverage.

The County agrees to continue to make available through the term of this Agreement for each eligible employee and her or his dependents, through a carrier(s) of the County's choice, the same or comparable medical and vision insurance benefits as found in Module 2 of the Pacific Source medical and vision plan, and the same or comparable dental benefits as found in the ODS dental plan, that were in effect on January 1, 2005.

D. Contribution for Employees.

Effective January 1, ~~2007~~ ~~2006~~ the County agrees to pay ~~\$678.80~~ ~~\$666.93~~ dollars per month towards the premium costs of the medical, dental and vision coverage for each eligible full time employee through December 31, ~~2007~~ ~~2006~~. Thereafter, effective January 1, ~~2008~~, and January 1, ~~2009~~ ~~2007~~ the cap shall be increased by the same percentage as the Medical Rate of the US CPI-W effective for the September to September period preceding each January. The US CPI-W Medical Rate to be utilized will be the CPI-W for Urban Wage Earners and Clerical Workers for the West--Size B/C (for populations less than 1,500,000) that are not seasonally adjusted.

E. Health Insurance Benefit Committee

To assure that employees receive the best benefits for the money, the County has established a Health Insurance Benefit Committee. The Benefit Committee is comprised of County employees from participating bargaining units and work groups. The committee may meet periodically to review county 'loss experience' and insurance providers bids, consider plan design changes and make recommended changes, if any, to the Board of County Commissioners. The Committee members shall have an obligation to represent their group's interests within the confines of the Committee's mission to receive the best benefits for the money. County may make changes in the plans after receiving the recommendations from the Employee Benefits Committee.

During the term of this collective bargaining contract, the Benefit Committee will study and make recommendations on such subjects as: employee's voluntarily opting out of health insurance, eliminating dual enrollments, control of rising health care costs, coordination of benefits, and employee health care education, self insurance, etc .

F. Flexible Spending - Cafeteria Plan.

Should an eligible employee's premium costs for medical, dental and vision insurance coverage exceed the then-current maximum contribution by the County, the employee shall pay such excess costs. Such employee payment may be made through a Section 125 Flexible Spending Account if the employee so chooses.

ARTICLE 29. TERM AND TERMINATION

Section 29.1. Term.

- A. This Agreement shall be in effect from July 1, ~~2007~~ ~~2005~~ to June 30, 2009 ~~2007~~, unless automatically renewed under paragraph B of this section.
- B. This Agreement upon expiration of its term shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not later than one hundred fifty (150) days prior to the expiration or subsequent anniversary date that it wishes to modify this Agreement for any reason. In such event, the Agreement shall terminate upon the next expiration or anniversary date.
- C. Negotiations for a successor contract will begin by the Federation presenting its opening proposals to the County between December 1 and December 31, ~~2008~~ ~~2006~~.
- D. By written mutual consent, the provisions of this Agreement may continue during the process of negotiations for a successor agreement.