

**ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE COUNTY OF SANTA BARBARA AND  
THE DEPUTY DISTRICT ATTORNEYS ASSOCIATION**

**For the period of October 8, 2007 through October 4, 2009**

The parties agree that the Memorandum of Understanding (MOU) between the parties covering March 14, 2005 to October 7, 2007 shall be amended as follows:

1. The parties agree to reopen negotiations for the purpose of discussing health contributions during the term of the extension.
2. The parties agree to implement a new employee performance management system (EPR) and a new pay-for-performance pay plan linked to ACE Values and the County's Core Leadership Competencies in October 2007 and establish a broad pay band schedule as set forth in Exhibit A.

On October 8, 2007 deputy district attorneys in the classifications of DDA IV and Senior will be assigned to the broad pay band as set forth in Exhibit A, which is attached hereto and hereby incorporated herein. The parties agree to finalize plan details prior to implementation in October 2007. The parties further agree to work collaboratively to accomplish this task including making any needed changes to existing Civil Service Rules for the purpose of adopting and implementing the broad pay band system and new performance management system for the Deputy IV and Senior classifications. Civil Service changes will not include changes to rules covering basic employee rights, termination, or demotion.

3. The parties agree that the classifications of DDA I, II, and III will remain on a five-step pay scale and that step increases will be strongly linked to performance and achievement of results. Promotion within the DDA I, II, and III classifications will be in accordance with the existing Civil Service Rule provisions.
4. The parties agree that the classifications of DDA IV and Senior will be assigned to two separate broad pay bands as set forth in Exhibit A and that beginning on October 6, 2008 increases in pay will be linked to performance as follows:

DDA IV's and Seniors rated by the District Attorney as:

- a. Satisfactory will be granted a pay increase of 2.5% to 3.5%, up to the anchor point on the band.

## Attachment I

- b. Exceptional will be granted a pay increase of 4% to 5%, up to the anchor point on the band.
- c. Non-performers are ineligible for a pay increase.

Movement beyond the anchor point is reserved for deputies with exceptional performance as rated by the District Attorney and will be granted pay increases in the range of 3% to 5%, not to exceed the top of the range.

Increases in pay under the new broad pay band system for Deputies in the IV and Senior classifications will begin after October 6, 2008 and occur on the anniversary date of the individual deputy district attorney. The anniversary date is defined as the anniversary of the date on which the employee was promoted to the IV or Senior classification and is the date on which an employee's annual performance evaluation (EPR) is due.

- 5. The parties agree that promotions to DDA IV or Senior will be the equivalent of 10% increase in salary, not to exceed the top of the range.
- 6. The parties agree that Section 5, Salary, of the existing MOU be amended to provide for the following incremental market adjustments:
  - a. Effective October 8, 2007 salaries for Deputy District Attorney I, II, and III shall be increased by 5% and a new salary schedule will be established as set forth in Exhibit B which is attached hereto and hereby incorporated herein shall be established.
  - b. Effective October 6, 2008 salaries for Deputy District Attorney I, II, and III shall be increased by 5% and a new salary schedule will be established as set forth in Exhibit B which is attached hereto and hereby incorporated herein shall be established.
  - c. Effective October 8, 2007 salaries for Deputy District Attorney IV shall be increased by 3.5%.
  - d. Effective April 7, 2008 salaries for Deputy District Attorney IV shall be increased by 3.5%.
  - e. Effective October 6, 2008 salaries for Deputy District Attorney IV shall be increased by 3%.
  - f. Effective October 8, 2007 salaries for Deputy District Attorney Senior shall be increased by 5.5%.
  - g. Effective April 7, 2008 salaries for Deputy District Attorney Senior shall be increased by 3.5%.

**Attachment I**

- h. Effective October 6, 2008 salaries for Deputy District Attorney Senior shall be increased by 3%.
- 7. The parties agree that SECTION 18 PROFESSIONAL TRAINING EXPENSES shall be amended as set forth herein:
  - 18 C. During the term of this 2007-2009 MOU, any portion of the \$250 provided in A above remaining unexpended at the end of the first and/or second year of the term may be accumulated for expenditure in the second and/or third year in the manner and for the purposes stated in Paragraph A of this Section.
- 8. The parties agree that all other terms and conditions of the existing MOU remain in full force and effect.
- 9. The parties agree to agree to extend the current Memorandum of Understanding (MOU) set to expire on October 7, 2007 to October 4, 2009.

The parties agree that this contract extension shall not be binding upon the parties either in whole, or in part, unless and until ratified by the membership of the Association and formally approved by a majority vote of the County Board of Supervisors. This contract will remain in full force and effect to and including October 4, 2009.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
Susan Paul, Assistant CEO/HR Director  
County of Santa Barbara

\_\_\_\_\_  
Allan Kaplan, President  
Deputy District  
Attorneys Association

**EXHIBIT A  
BROAD PAY BAND SCHEDULE  
DEPUTY DISTRICT ATTORNEY IV  
DEPUTY DISTRICT ATTORNEY SENIOR**

**DDA IV Salary Schedule**

	<b>Entry</b>	<b>Anchor</b>	<b>Top</b>
<b>Hr</b>	48.63	62.29	69.47
<b>Annual</b>	101,500	130,000	145,000

**DDA Sr. Salary Schedule**

	<b>Entry</b>	<b>Anchor</b>	<b>Top</b>
<b>Hr</b>	56.54	71.87	79.06
<b>Annual</b>	118,000	150,000	165,000

**EXHIBIT B**  
**DEPUTY DISTRICT ATTORNEY I, II, III**  
**2007 & 2008**

Oct-07		A	B	C	D	E
DDA I	Hr	\$ 31.19	\$ 32.78	\$ 34.46	\$ 36.22	\$ 38.07
	Annual	\$ 65,091	\$ 68,420	\$ 71,918	\$ 75,595	\$ 79,463
DDA II	Hr	\$ 34.46	\$ 36.22	\$ 38.07	\$ 40.02	\$ 42.07
	Annual	\$ 71,918	\$ 75,595	\$ 79,463	\$ 83,527	\$ 87,797
DDA III	Hr	\$ 40.02	\$ 42.07	\$ 44.22	\$ 46.48	\$ 48.86
	Annual	\$ 83,527	\$ 87,797	\$ 92,288	\$ 96,911	\$ 101,866

Oct-08		A	B	C	D	E
DDA I	Hr	\$ 32.75	\$ 34.42	\$ 36.18	\$ 38.04	\$ 40.02
	Annual	\$ 68,420	\$ 71,918	\$ 75,595	\$ 79,463	\$ 83,527
DDA II	Hr	\$ 36.18	\$ 38.04	\$ 39.98	\$ 42.02	\$ 44.17
	Annual	\$ 75,520	\$ 79,384	\$ 83,443	\$ 87,709	\$ 92,196
DDA III	Hr	\$ 42.02	\$ 44.17	\$ 46.43	\$ 48.81	\$ 54.30
	Annual	\$ 87,709	\$ 92,196	\$ 96,911	\$ 101,866	\$ 107,076