

IN FACTFINDING PROCEEDINGS PURSUANT TO
THE MEYERS-MILIAS-BROWN ACT

In the Matter of an Impasse between

SACRAMENTO COUNTY ATTORNEYS'
ASSOCIATION,

Employer,

and

COUNTY OF SACRAMENTO,

Union.

Re: Collective Bargaining Impasse

Arbitrator File No. 24-0063-FF

PERB Case No. SA-IM-239-M

**FACTFINDING PANEL'S
FINDINGS AND RECOMMENDED
TERMS OF SETTLEMENT**

Employer Panel Member

Jerry Camous
County of Sacramento

Neutral Chairperson

Yuval Miller, Esq.
Arbitrator/Mediator

Union Panel Member

Stephen D. Leonesio
SCAA

Advocates:

Union: Kathleen N. Mastagni Storm
Mastagni Holstedt, APC

Employer: Che I. Johnson
Liebert Cassidy Whitmore

Procedure:

Hearing: May 22, October 30 & October 31, 2023
Sacramento, CA

Submissions: February 6 & April 30, 2024

This factfinding arises under California Government Code § 3500 *et seq.* following an impasse in collective bargaining between the Sacramento County Attorneys' Association ("SCAA," "Union," or "Association") and the County of Sacramento ("County" or "Employer"). The parties selected Yuval Miller to serve as Neutral Chairperson ("Chair") of the Factfinding Panel ("Panel"), waived statutory time limits, and had a full opportunity to submit evidence and present argument.

STIPULATED ISSUES

The parties stipulated that the following issues shall be submitted to factfinding, and that the Panel may frame the statement of issues absent party stipulation.¹

- (1) Whether equity increases, and in what amount, are warranted or recommended for each fiscal year of the contract?
- (2) Whether the Factfinding Panel recommends retroactive payment for the negotiated wage increases and/or any of the Panel's further recommendations for wage adjustments? If so, what is the Panel's recommendation?
- (3) Comparable Classifications:
 - a. What is the appropriate Contra Costa classification compared to the Sacramento County Attorney IV?
 - b. What is the appropriate San Joaquin classification compared to the Sacramento County Attorney IV?
 - c. Does the City of Sacramento have a comparable class that should be considered by the Fact-Finding Panel in their recommendations?

FACTFINDING CRITERIA

A Miles-Mileas-Brown Act (MMBA) factfinding panel makes findings and recommends terms of settlement for a new collective bargaining agreement ("CBAs") between the parties. As

¹ As stated in the parties' stipulations, "SCAA argues that, in considering the framing of the issue, the Panel should add the following issue to those stipulated by the parties: Whether any other adjustments, as determined by the Fact Finding Panel, would be warranted?"

these recommendations are advisory, factfinding is an extension of negotiations. Though the parties must ultimately reach agreement on their own, the factfinding report contributes to that process by offering a careful analysis, neutral perspective, and framework for settlement terms.

Under Gov. Code § 3505.4(d), the factfinding panel considers, weighs, and is guided by the following criteria in arriving at its findings and recommendations:

- (1) State and federal laws that are applicable to the employer.
- (2) Local rules, regulations, or ordinances.
- (3) Stipulations of the parties.
- (4) The interests and welfare of the public and the financial ability of the public agency.
- (5) Comparison of the wages, hours, and conditions of employment of the employees involved in the factfinding proceeding with the wages, hours, and conditions of employment of other employees performing similar services in comparable public agencies.
- (6) The consumer price index for goods and services, commonly known as the cost of living.
- (7) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays, and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.
- (8) Any other facts, not confined to those specified in paragraphs (1) to (7), inclusive, which are normally or traditionally taken into consideration in making the findings and recommendations.

STIPULATIONS AND FINDINGS OF FACT

The SCAA bargaining unit consists of criminal prosecution and defense attorneys who handle collaborative court and misdemeanor trials, violent felonies, homicides and post-trial conviction appeals. Unit 20, “Non-Supervisory Attorneys,” is a unit comprised of approximately 250 budgeted positions, including approximately 150 members in the County District Attorney’s (“DA’s”) Office, 100 members in the Public Defender’s (“PD’s”) Office, and six members in Child Support Services. This includes the classifications (“classes”) of Attorney-Criminal I

through V (“SCA I” through “SCA V”). Not all budgeted positions are filled. Unit 21, “Supervisory Attorneys Unit is a unit comprised of approximately fifty budgeted positions all having the supervisory class “Principal Attorney.” The unit includes approximately thirty members in the DA’s Office, fifteen members in the PD’s Office, and one member in Child Support Services. Not all budgeted positions are filled.

County DA Thien Ho testified that the Sacramento DA’s Office is the seventh largest in the state and second largest in Northern California, behind only Santa Clara County; that it is “larger in size and operation” than both Alameda County and San Francisco County; and that the City of Sacramento (in which SCAA attorneys handle all felonies) has one of the highest violent-crime and homicide rates in the state—with fifty-four homicides in 2022 compared with only thirty-four the same year in San Jose (a city with twice the population). According to Ho, San Diego—with three times Sacramento’s population—had roughly the same number of homicides in 2022 (fifty-seven to the Sacramento’s fifty-four).

During the COVID-19 pandemic, violent crime increased substantially. Ho testified that the DA’s Office has one of the highest felony filing rates in the state at 10,943 in 2023. Filing statistics sourced from the Judicial Council of California show San Bernardino and Riverside Counties surpassed the County—with 12,192 and 14,178 felony filings in 2023, respectively—despite the fact that both San Bernardino (pop. 2.2 M) and Riverside (pop. 2.4 M) are much larger than the County (pop. 1.6 M).

Facts: Negotiating History

Detailed findings regarding the parties’ negotiating history are set forth herein for the benefit of the Board of Supervisors because the course of bargaining is central to the parties’

retroactivity dispute. Evidence particular to retroactivity itself is catalogued further below.

The previous MOU lasted from July 1, 2018 to June 30, 2022 after a one-year extension. According to SCAA President Matt Chisholm, the parties did not reach their 2018 agreement until mid-November, which delayed wage increases until January 2019. Chisholm testified that, with respect to the following contract, therefore: “it was on the forefront of our minds to begin bargaining early, try to aggressively pursue action, and get into a new contract before expiration” in June 2022 to avoid losing “any money for our members.” He further testified that, by initiating negotiations early, he intended to avoid any disputes over retroactivity.

September 2021-March 2022: On or about September 24, 2021, SCAA emailed the County a request to initiate bargaining. It is undisputed that the County did not respond. On October 18, 2021, SCAA again emailed the County, stating readiness to commence negotiations. It is undisputed that the County did not respond to this second email until March 15, 2022, when it emailed SCAA to schedule an April 11, 2022 negotiation meeting. According to Manager of the County’s Labor Relations Unit Matt Connolly, the County was severely understaffed.

April 11, 2022: The parties met.² Chisholm testified that SCAA sought to set an “aggressive meeting schedule” to get a new contract before the old one expired June 30, 2022. It is undisputed the County informed SCAA it was still working on a salary survey (“comparator chart” or “assessed labor market”) using Sacramento County Attorney Level IV, Criminal (“SCA IV”) as the benchmark class; that the parties agreed to produce and discuss salary surveys by the next meeting on May 19; and that SCAA agreed to the County’s suggestion of a

² SCAA Panel Member Stephen Leonesio served as SCAA’s chief negotiator. Dennis Batchelder served as the County’s chief negotiator. Connolly testified that the “County typically starts its first negotiations sessions five to six months prior to the expiration of the agreement.”

May 31, 2022 cutoff date for proposals.

May 19, 2022: On May 19, it is undisputed that SCAA presented proposals and a total-compensation salary-survey with an April 1, 2022 “as of” date (“May 19 Union Salary Survey”), but that the County brought neither proposals nor a survey. SCAA’s May 19 salary survey included fifteen comparable agencies, all of which the parties stipulate they have used as comparators in every round of negotiations since at least 2015: City of Sacramento, State of California, Contra Costa County, San Joaquin County, Alameda County, City and County of San Francisco, Yolo County, Placer County, El Dorado County, Fresno County, San Bernardino County, Solano County, Santa Clara County, Ventura County, and Sacramento County. SCAA’s May 19 survey used the County’s preferred benchmark class: SCA IV.

SCAA’s May 19 survey showed the Association 14.21% behind the central tendency for total compensation of the assessed labor market (measured as the mean, i.e., average), and showed SCAA members would need a 16.14% base-salary increase to match that central tendency. Based on these figures and the Consumer Price Index (“CPI”), then at record highs over 8%, SCAA proposed a wage increase of 8% in year one, 2.5% in year two (plus 2-6% based on CPI), 2.5% in year three (plus 2-6% based on CPI), and 2% in year 4 (plus 2-6% based on CPI).

According to Chisholm’s unrebutted testimony, the County was not “willing to discuss the [SCAA] survey”; but “promised to have a survey at the” following meeting date on May 31.

May 31, 2022: Five days before the May 31 meeting, the Association renewed its request for the County’s survey so it could prepare for a fruitful conversation on May 31. The County did not send a survey. Then, despite its promise, the County also did not present a salary survey on

May 31. The County gave no explanation for not being prepared.³

SCAA was both frustrated and, Chisholm testified, afraid the County would again let SCAA “fall out of contract” and say “tough luck . . . [i]t’s basically your loss” as it had done in 2018. SCAA was especially concerned because closing a contract usually takes a month: two weeks for SCAA to ratify the MOU and two weeks for the Board of Supervisors to approve it. According to Chisholm, the Company caused additional frustration among SCAA members when announced on May 31 that it planned to depart from one data point the parties had always used in past surveys: it would no longer use health-care data.

The County made one proposal on May 31—one it presented to all bargaining units: a three-year term with an across-the-board (“pattern,” “wage-line,” or “COLA”) salary increase of 4% in year one, 4% in year 2, and 2-4% in year three based on CPI. The County also offered 2.5% Longevity Pay after SCAA members reach ten years of service.

The pattern offer stated wage increases would be effective “[f]ollowing the first full pay period after Board of Supervisors approval of a successor agreement to the 2018-2022 agreement, but no sooner than June 19, 2022.” Chisholm testified that ratification and approval by June 19, 2022 would have been impossible even if the parties had concluded negotiations on May 31; and that, as such, SCAA knew retroactivity would “undoubtedly [be] an issue,” especially given “the County did not have a survey for us” and the COLA increase could not have taken into account SCAA’s position in salary survey because the County had not yet presented one.

June 6, 2022: The County still did not have a survey at the parties’ June 6 meeting.

³ Connolly’s factfinding declaration states that the County was understaffed at “25% of budgeted negotiator positions, in addition to the burden on other staff . . . who are responsible for compiling survey information.”

“[A]ppalled,” Chisholm testified, SCAA asked County Analyst Mark Galimba—charged with preparing the survey—when he had begun working on it. According to Chisholm, Galimba said that he had only just started the work a week prior, that he had been directed to “look at” *both* SCA IV *and* SCA V benchmarks, contrary to the County’s representation on April 11, and that he was “still waiting for information requests from other jurisdictions.”

SCAA, on the other hand, did present a new salary proposal on June 6. It was similar to the previous proposal the County refused to discuss in most respects, but included an effective date of “the first pay period of July 2022” to, Chisholm testified, “account for . . . retroactivity.”

June 13, 2022: The County presented incomplete salary surveys that surveyed both an SCA IV and an SCA V market, and did not include any data for four comparator jurisdictions: Alameda County, City of Sacramento, Riverside County, and San Bernardino County.

For the first time in any survey used during the parties’ negotiating history on this record, the County included no comparable class for SCA IV at the City of Sacramento. The County’s SCA V assessment did use the City’s Senior Deputy City Attorney (“City Senior Deputy”) class as the comparable class for the City of Sacramento.

The County’s first surveys did use Bilingual Pay, which the parties had historically used. But they removed health benefits, used some different comparable classes than SCAA’s survey, and added data points not used by SCAA (including Management Differential, Recruitment Incentive, Retention Incentive, Facility Differential, Uniform/Expense Allowance, Other Pays, and Deferred Compensation). The County also used PEPPRA retirement-contribution rates rather than the Classic rates the parties had historically used. SCAA raised concerns about how late in the process the County was introducing historically unprecedented methodology.

June 20, 2022: The County provided SCAA with updated salary surveys for both SCA IV and SCA V. These surveys used the same data points as the County's June 13 surveys with the exception of several comparable classes, where the County used SCAA's data. The Association once again reiterated its concerns about deviation from past practice at such a late date.

June 20-July 15, 2022: After some back and forth by email, where SCAA asked several times for an updated County survey but did not receive it, the parties met on July 15. SCAA presented its final pre-factfinding salary survey. It proposed the following salary and equity increases (with a total equity increase of 9%): effective the first pay period of July 2022, a 4% salary increase and 4% equity increase; effective the first full pay period of July 2023, a 4% salary increase and 2.5% equity increase; effective the first full pay period of July 2024, a 2% to 4% salary increase based on CPI and a 2.5% equity increase.

July 19, 2022: At the parties' June 19 meeting, the County provided a third salary survey in two versions, again using alternate SCA IV and SCA V benchmarks. For the first time in the parties' bargaining history on this record, the County left all cells for the City of Sacramento empty in *both* its SCA IV and SCA V assessments. The County also continued to include other disputed data points and exclude health care. Chisholm testified that SCAA told the County the exclusion of health care was contrary to law and the County would be "skewered on this in factfinding." According to Chisholm, Connolly responded that "factfinding was not binding . . . and that he could do with the surveys as he wanted." The County does not rebut Chisholm's testimony that, on June 19, it refused to hear or respond to SCAA's outstanding proposals.

It is undisputed, however, that on July 19, 2022 the parties did agree on comparable classes for all comparator jurisdictions other than Contra Costa County and the City of

Sacramento. Chisholm testified, and Leonesio's notes show, that "the County agreed with us in that meeting that San Joaquin ["SJ"] [Deputy District Attorney ("DA")] IV was comparable to [SCA IV]" so long as the total-compensation figure used for SJ DA IV did not include "the 5% differential that [SJ DA IV] would get if they were acting as an actual supervisor."

July-September 2022: On or about July 27, 2022, the parties agreed to pre-impasse mediation. SCAA requested factfinding on September 14, 2022.

November 17, 2022: Five months after the contract had expired, SCAA and Connolly met, and Connolly presented a County survey with new data points: it removed Bilingual Pay, Facility Differential, and Uniform/Expense Allowance, which had previously been in the County's proposals. This lowered the total compensation for five comparators. The County also added a fictional 4% July 2023 wage increase to SCAA's compensation on this new salary survey even though SCAA had not received it. And the County used SJ DA III as the comparable classification for San Joaquin County despite the parties' June 19 agreement to use SJ DA IV.

Faced with this moving target, SCAA asked the County to enter into a partial agreement on the 4% COLA wage increase that was already factored into the County's new survey. According to Chisholm, Connolly emailed SCAA days later to reject this partial agreement.

November-December 2022: Chisholm testified that SCAA complained to the Board of Supervisors about the County's Labor Department's bargaining behavior. Connolly then emailed SCAA and agreed to a partial agreement with only the terms the County had already offered.

On December 27, 2022, the parties entered a partial agreement called "Addendum 3" with a term of December 27, 2022 through June 30, 2025. This agreement, "Effective January 1,

2023,” included the pattern wage increase and the following summarized terms:⁴

- a. 4% Salary Increase on January 1, 2023.
- b. 4% Salary Increase on June 18, 2023.
- c. Salary Increase of between 2% and 4% based on CPI on June 30, 2024.
- d. Longevity Pay of 2.5%, effective January 1, 2023, for employees with 10 years or more of service.
- e. Added Juneteenth as a holiday.
- f. Increase County 401(a) contribution from 1% to 3% if employee contributes 1%.
- g. Increase Professional Reimbursement from \$1,200 to \$1,500 per year.
- h. Term expires June 30, 2025.

The Association had proposed to have the pattern wage increase made retroactive to June 19, 2022. Although the County refused, it agreed to keep the retroactivity issue open for factfinding along with the other Stipulated Issues regarding equity and comparable classes.⁵

February-October 2023: During factfinding, the parties submitted data current to October 2023 reflecting wage increases received at SCAA and each comparator agency, data for each of the parties’ preferred comparable classes, and figures for both PEPRA and Classic employees.

Facts: Recruitment and Retention

Ho testified that he is “having difficulties recruiting [SCA] IV and [SCA] V” attorneys, and that Association members have left the DA’s Office due to the extreme demands of being a

⁴ Connolly testified that the County has an interest in maintaining “uniformity” across bargaining units “because it is hard to justify a difference of macro-economic impacts such as CPI across different bargaining units . . . [and to] provid[e] internally consistent COLAs for public accountability and transparency.”

⁵ In February 2023, the County published a Ralph Anderson and Associates Report (“RAAP”). RAAP surveyed executive class specs at the fifteen comparable agencies SCAA has historically used, and recommended using a subset of those agencies as an “optimized market” with only the most comparable jurisdictions. SCAA evaluated crime statistics, agency size, population, felony filings, volume of cases, and the quality of respective DA and PD Offices to find that Alameda, Contra Costa, and Santa Clara Counties are the jurisdictions most similar to SCAA. SCAA’s resultant survey found SCAA 26.37% behind this optimized market’s mean total compensation.

prosecutor in the County. According to Ho, SCAA members commonly carry a load of over 300 cases due to the violent-crime increase in recent years, which is “[c]rushing. Suffocating. It’s like a credit card debt that you can’t get out from under.” The creation of the Justice, Training and Integrity (“JTI”) and Collaborative Court units has required him to reassign fifteen line attorneys away from prosecuting crimes to those units; and thus crucial vacancies exist in “mainline operations”—i.e., gang, homicide, sex, and domestic-violence prosecution. According to Ho, these two units have “cannibalized” the office, leading to vacancies in key positions that do not show up in vacancy statistics because the fifteen attorneys are still on the payroll.

Ho testified that the DA’s Office has twenty-eight such off-the-books vacancies in posts that used to have attorneys in them and now do not. County Chief Assistant PD Joseph Cress similarly testified that the County PD’s Office had sixteen positions to fill but was unable to do so due to insufficient pay compared to workload, such that twelve vacancies remain. The County did not directly dispute these forty vacancies, but testified that the County chooses to recognize only “13.5 vacancies” in SCAA. On this record, it appears that the 13.5 figure relates to budgeted Full Time Equivalent (“FTE”) positions rather than to actual shortfalls in key posts. According to Chisholm, it is the shortfall in key positions (i.e., the forty vacancies to which Ho and Cress testified) and low relative pay that causes work overload, a crisis in attorney morale, and a recruitment-and-retention problem causing loss of top-talent attorneys.

Ho and Cress, who served on the hiring committees for the DA’s Office and PD’s Office, testified that low pay and high caseloads have led to turnover, and the quality of SCAA recruits has steadily declined as the County cannot attract quality candidates and properly train them. According to Cress, many new attorneys should be working on misdemeanors for nine to fifteen

months before they advance, but the PD's Office cannot keep them on those cases for sufficient time, leading to under-equipped County defense attorneys handling felony cases.

Ho and Cress testified that there has been a degradation of the quality of law schools from which applicants graduated and of the internships and summer-employment experiences those applicants have had. According to Ho, from 2018 to 2022, there was a 63% drop in Legal Research Assistant ("LRA") applicants (law school graduates who are waiting on California State Bar results), and "[t]hat's how we get our attorneys. Those are the attorneys that are matriculating through the office." Ho specifically noted that law students from good schools from which the County actively recruits are no longer applying to the County. Likewise, according to Cress, "our experience level is worse than it's ever been."

Ho testified that the "most telling" sign of degradation is a sharp drop in the number and quality of laterals applying to the office because lateral hires are "the belly. . . . the center of the office. You need experienced attorneys to come in." From 2018 to 2022, he testified, there was a 30% drop in lateral applicants (from twenty-three to sixteen). According to Ho, the County is "competing with other offices that are . . . having a great shortfall as well"; and the "level of experience that we're getting from the lateral attorneys ha[s] greatly dropped in terms of the number of trials they have done [and] the number of years of experience." Cress also testified that the quality of applicants and employee morale have declined; that the committee focuses on lateral candidates who can handle a "large volume" of "serious cases"; that the PD's Office does not get any applicants from populous urban areas similar to Sacramento in terms of case-load volume and complexity; and that, instead, applicants tend to come from smaller counties like Merced or Mendocino (not on the parties' salary surveys) who lack relevant experience and

do not meet County hiring standards. According to Cress, “The County wants us to reduce our overloads to zero. That’s why they gave us the [16] positions. We’re not finding people who can walk in and handle that caseload. . . . [despite] trying to interview people nonstop.”

Ho, Cress, and Chisholm testified that increased pay is necessary to address the County’s SCAA recruitment-and-retention problem because the County is competing with offices in the same labor market that pay more, have better morale, and have lighter workloads. Ho testified that the County will need to devote more “resources to be able to” compete with other offices in the same labor market.

Cress and Ho testified that retention has been a problem as well. Cress testified that he counted twenty-four SCAA members who have left the County PD’s Office in just the last three years, and these could have been retained had they been better compensated. Records published by the California State Bar show at least fourteen Association attorneys have resigned for other employment since 2019, but these records are incomplete because they depend on attorneys self-reporting timely and accurate information.

Facts: Salary Survey Components

The parties agree that the data points in the salary survey finally relied upon to determine raises should include money potentially available to any attorneys considering working for the County or any comparator jurisdiction in the assessed labor market; and that SCA IV should be used as the County’s benchmark class for the assessed labor market.

Facts: Comparable Classifications

The parties agreed to use twelve of the fifteen historically used jurisdictions on their salary survey. They agreed those comparators have the following classes comparable to SCA IV:

- a. Santa Clara County – DA/PD III
- b. Ventura County – Attorney III
- c. Yolo County – Deputy District Attorney III
- d. Alameda County – Deputy District Attorney
- e. City and County of San Francisco – Civil and Criminal Attorney (16 Steps)
- f. El Dorado County – Deputy District Attorney IV
- g. Fresno County – Deputy District Attorney IV
- h. Solano County – Deputy District Attorney IV
- i. Placer County – Deputy District Attorney IV
- j. Riverside County – Deputy District Attorney IV
- k. San Bernardino County – Deputy District Attorney IV
- l. State of California – Deputy Attorney General IV

The other three jurisdictions remain in dispute per the Stipulated Issues. The parties take the following position regarding the appropriate comparable class at each jurisdiction, with SCAA arguing that the class before the “vs.” is the class most comparable, and the County arguing that the class after the “vs.” is the class most comparable, to SCA IV:

- m. Contra Costa County (“CC”) – Deputy Public Defender (“PD”) IV vs. PD III
- n. San Joaquin County (“SJ”) – Deputy District Attorney (“DA”) IV vs. DA III
- o. City of Sacramento – Senior Deputy City Attorney vs. No Comparable Class

In support of its comparable-class arguments, each party: (1) compares the class specs for the SCA series in the County with the class specs for the comparator jurisdiction’s relevant class series; and (2) compares the work actually done by each class in the SCA series with that done by each class in the comparator jurisdiction’s relevant class series. Findings of fact regarding those factors are set forth as follows.

Facts: SCAA Classifications

For SCA III, IV, and V, the class specs provide as follows:

- SCA III works on “increasingly difficult and complex criminal cases under general supervision.” The minimum qualifications for this level require “one year of

Sacramento County service as an” SCA II or three years of practicing law in California.

- SCA IV works on “the most difficult and complex criminal cases with minimal direction. This is the advanced journey level.” The minimum qualifications for this level require “one year of Sacramento County service as an” SCA III or four years of practicing law in California “in an area of law practiced by the [DA’s] or [PD’s] Offices.”⁶
- SCA V works on “demanding and critical cases requiring a highly advanced degree of knowledge of legal processes . . . [and on] work [] so complex, as to require both a first-line supervisor and a lead attorney.” The minimum qualifications for this level require “one year of Sacramento County service as an [SCA IV].”

It is undisputed that SCA IV is considered the highest journey-level position in the SCA series; and that SCA V requires a merit-based promotion based on an application process.

According to Chisholm, compared with SCA IV attorneys, SCA V attorneys are “more often . . . in a lead spot” and “more often . . . filling the more elite units” —but the day-to-day job duties of both classes are the same. Chisholm testified that SCA V attorneys typically handle death penalty cases, but SCA IV attorneys may also handle those cases. Ho likewise testified that there is no task an SCA V does that is not also assigned to an SCA IV: “Everything that a V has done, we have assigned to an Attorney IV”; and that he himself did everything an SCA V did when he was an SCA IV.

On this record, there are at least two functions that SCA IV attorneys perform less often than SCA V attorneys: special-circumstances cases and supervision. According to both Chisholm and Ho, death penalty cases are a type of “special circumstance” case. Chisholm testified that “special circumstances” allow a prosecutor to seek Life Without the Possibility of Parole (LWOP) or the death penalty; and that “[y]ou must have a special circumstance found true to

⁶ Connolly testified that the County had a 166-applicant eligibility list for Association positions, with fifty-one having two or more years of experience. He did not testify regarding how many of these applicants had the four years of experience necessary to be hired into the SCA IV class.

even get the death penalty.” Special circumstances, Ho testified, include “murder committed in a robbery, murder committed in a sex offense, and murder committed against two individuals.” According to Ho, the SCA IV and SCA V classes *both* are assigned these cases where the County chooses to pursue the death penalty, “meaning they go and they prosecute that [special circumstance case] as a death penalty” even after the County has decided *not* to “take [the death penalty] off the table.” On this record, however, SCA IV attorneys handle death penalty cases, but *less often* than SCA V attorneys.⁷

Connolly testified that he now understands from the DA’s Office that death penalty cases are assigned to SCA IVs; and that this corrected his previous contrary understanding based on what he had “heard” from unnamed people on the County’s negotiating team.⁸ According to Ho, death-penalty cases have been assigned to SCA IV attorneys more often in recent years because of the County’s chronically low staffing levels, which persist because the Board of Supervisors has not created new positions in understaffed and overworked units. There is no evidence the Board plans to create any new positions during the term of the MOU.

The County cites no evidentiary support in the record, however, for its argument that SCA IV attorneys get assigned “special circumstances cases” *only* “as special projects or due to low staffing levels.” The transcript sections cited by the County’s post-hearing argument for that

⁷ No record evidence supports, and the dissenting Panel member does not cite such support for, the County’s contention that SCA IV attorneys “do not handle death penalty cases.” Likewise, the Panel was unable to find evidence on this record to support the County’s argument that SCAA contended, or that Chisholm testified, that “there is no distinction between” SCA IV and SCA V. Chisholm did testify SCA V has no “exclusive job duties,” but his testimony expressly drew a distinction between the two classes in terms of how often they perform those duties.

⁸ Statements Connolly declared under penalty of perjury, which the Association had an opportunity to cross-examine at factfinding, are referred to herein as Connolly’s “testimony.”

proposition contain Ho’s testimony, and Ho’s testimony contradicts the County’s argument. Ho did not testify that special-circumstances or death-penalty cases are assigned to SCA IVs as “special projects” only, or only when there are staffing shortages. On the contrary, both Ho and Chisholm testified that special-circumstances and death-penalty cases are regularly assigned to SCA IV attorneys but less often than to SCA V attorneys. And Ho’s testimony that he himself was assigned death-penalty cases as an SCA IV shows this is not only due to recent staffing woes.

According to Ho, SCA IV attorneys also receive supervision responsibilities: they “act in a position of leadership in lead attorney positions where they are . . . supervising, and directing younger, less experienced attorneys. So we have our [SCA IV] attorneys do those functions as well.” The only supervision that would not be assigned to *either* an SCA IV *or* an SCA V, according to Ho, is supervision of an *entire unit* (“[a] whole shop of people”)—a function assigned only to attorneys outside the group at issue here. Chisholm’s testimony regarding SCA V attorneys “more often [serving] in a lead” role, and his testimony about SCAA agreeing not to include supervisor differential for San Joaquin County, suggest that SCA V attorneys receive significantly more supervision responsibilities than do SCA IV attorneys.

Facts: Contra Costa County

The class specs for Contra Costa County Deputy Public Defenders provide that:

- CC PD III attorneys work on “cases of moderate to high complexity” which is “distinguished from Deputy Public Defender IV in that the latter may be assigned the most complex cases and assignments . . . and may supervise subordinate staff.” The minimum qualifications for this level require two years as a Deputy PD in a California County or the State PD’s Office or three years practicing criminal law in the private sector.
- CC PD IV attorneys work on “the most complex and difficult cases, including death penalty cases, and supervise subordinate staff as required” which is distinguished from Deputy Public Defender III by the greater complexity and difficulty of cases assigned and by the possibility of supervising subordinate staff.” The minimum

qualifications for this level require three years as a Deputy PD in a California County or the State PD's Office or four years practicing criminal law in the private sector.

The minimum qualifications for the SCA IV position are more stringent than those for the

CC PD IV position:

- eligibility for SCA IV requires *four years* of experience from any outside hire; and
- eligibility for CC PD IV requires only *three years* of experience as a Deputy PD in a California County or the State PD's Office.

As such, every SCA IV attorney is eligible to be a CC PD IV, but some CC PD III and IV attorneys have less than the four years of experience needed to be eligible for the SCA IV class.

Chisholm testified that SCA IV and CC PD IV are the “highest working level” positions in their respective counties. According to Chisholm and Ho, both classes routinely handle rape, sex assault, shooting, and homicide cases with “special circumstances.” Chisholm testified, however, that very few California jurisdictions other than the County pursue the death penalty and that CC PD IV attorneys may not do any death-penalty work despite their class spec.

Facts: San Joaquin County

The class specs for San Joaquin County Deputy District Attorneys provide that:

- SJ DA III “exercise considerable independent judgment and initiative,” “may be assigned some of the most complex classes [sic] as special projects,” and “[m]ay supervise clerical research and investigate staff and other attorneys.” The minimum qualifications for this level require only “[t]wo years’ experience in the practice of criminal law.”
- SJ DA IV “is the most experienced level class in the Deputy District Attorney series,” performs “the most complex legal assignments in addition to their regular areas of assignment,” and “[m]ay supervise clerical, research and investigate staff and other attorneys.” The minimum qualifications for this level require only “[t]hree years’ experience in the practice of criminal law.”

It is undisputed that SCA IV is the “advanced journey-level” position. Chisholm testified that SJ DA IV is also the “advanced journey” level in that jurisdiction. The minimum

qualifications for the SCA IV position are more stringent than those for the SJ DA IV position:

- eligibility for SCA IV requires *four years* of experience from any outside hire; and
- eligibility for SJ DA IV requires only *three years* of experience in the practice of criminal law.

As such, every SCA IV attorney is eligible to be an SJ DA IV, but some SJ DA III and IV attorneys have less than the four years of experience needed to be eligible for the SCA IV class.

At the SJ DA IV pay level used in the parties' salary surveys, SJ DA IV attorneys do not supervise others. According to the declaration under penalty of perjury of Mark Ott (a former SCA IV and SCA V who now is the head of the Homicide Unit in San Joaquin County), SJ DA IV attorneys who meet the requirements to provide supervision receive an additional 5% of base pay ("supervisory differential") that is not represented in the pay used on the parties' salary surveys. Chisholm testified that he spoke with both Ott and the head of the San Joaquin County attorneys' union, who confirmed this information. SCAA Senior Labor Relations Consultant Stacie Casabian further corroborated this testimony. And Chisholm testified that the parties discussed the distinction on July 19, 2022: "[the County] agreed that [an SJ DA IV attorney], if they are actually supervising, received an additional five percent differential" and "agreed to the [SJ DA IV class] as being comparable" to the SCA IV class.⁹ According to Chisholm, however, the County switched to using SJ DA III for unrevealed reasons on November 17, 2022.

Facts: City of Sacramento

It is undisputed that, since at least 2010, the parties have included City of Sacramento Deputy City Attorneys as comparators on the salary survey. The parties frequently compared

⁹ "[T]he County agreed with us in that [July 19, 2022] meeting that [SJ DA IV] was comparable to [SCA IV], without the five percent differential that [the SJ DA IV attorney] would get if they were acting as an actual supervisor."

SCA V and City of Sacramento Senior Deputy City Attorney (“City Senior Deputy”). The County’s own survey from 2018 compared SCA III with the City’s Deputy City Attorney II.¹⁰ On July 19, 2022, after the MOU had expired, the County presented a survey excluding the City of Sacramento as a comparator for the first time in the parties’ bargaining history on this record.

The class specs for both SCA IV and City Senior Deputy provide that each of the classes is the “advanced journey level” position. The SCA IV class generally requires “four years of experience practicing . . . in an area of law practiced by the DA’s or PD’s Offices.” A City Senior Deputy similarly requires “[four years of professional legal experience comparable to a Deputy City Attorney with the City of Sacramento.”

From a *substantive* perspective, the SCA IV class specs identify “[a]cceptable areas of practice” for a candidate’s four years of related experience: “criminal law, consumer fraud, environmental protection, asset forfeiture, or family support.” Ho recruited City attorneys with experience in these areas of practice. The City Senior Deputy class specs distinguish City Senior Deputy as a class that, unlike the City’s Deputy City Attorney II class below it, “may specialize in certain areas of the law as it applies to the City.”

From a *procedural* perspective, the SCA IV class specs set forth what legal services SCA

¹⁰ Association Exhibits 18A through 18M suggest that the parties compared the following Association members with the following classes at the City of Sacramento: (18A) in 2010: SCA I was compared with Deputy DA II (these appear to be Association surveys); (18B) in 2010 & 2013: SCA III was compared with Deputy DA II (these appear to be Association surveys); (18C) in 2015: SCA I was compared with Deputy City Attorney I and SCA III was compared with Deputy City Attorney II (these appear to be Association surveys); (18D, J, K, L & M) in 2015 and 2018: SCA V was compared with Senior Deputy City Attorney (these appear to be Employer surveys); (18E) in 2018: SCA III was compared with Deputy City Attorney II (these appear to be Employer surveys); and (18F, G, H & I) in 2018: SCA IV was represented as lacking a comparable class at City of Sacramento.

IV attorneys provide to the County: they “litigate the most difficult and complex criminal cases with minimal direction.” The City Senior Deputy likewise, according to its class specs, “provides professional legal services for the City of Sacramento and its [agencies]” including *litigation duties*: “[i]nitiates and defends cases”; “serves as trial lawyer”; “initiates code enforcement proceedings”; and “prepares . . . pleadings.”¹¹

Chisholm testified he reviewed the cases handled by SCA IV attorneys and City Senior Deputies and *each* performs “both criminal and civil work.” According to Ho and Chisholm, some SCA IVs “handle purely civil functions.” Ho testified that attorneys in his Community Prosecution Unit go “after property owners who engage in nuisance activities,” and attorneys in his Consumer Protection Unit “file[s] civil lawsuits” including “a case with CVS. . . . [and] litigation against Walmart [and] Chevron.” Many City Senior Deputies also perform primarily civil work; none of them prosecute felonies; and some of them prosecute misdemeanors.

Ho testified he is “trying to actively recruit somebody from” the Sacramento City Attorney’s Office and such “laterals are more valuable.” According to Ho, “[p]eople go back and forth” between the City Attorney’s Office and County DA’s Office. Chisholm echoed but tempered this representation, admitting that though there *is* some crossover it is “not a ton.” With respect to retention, an attorney named Adrian Carpenter left the County DA’s Office to work as an attorney at the City Attorney’s Office.¹²

¹¹ The City Senior Deputy class specs also identify as a “distinguishing characteristic” of the class the “use [of] professional judgment and skill in performing work, the acceptability of which is subject to review by professional superiors through inspection of casework.” It is undisputed SCA IV attorneys use professional judgment and have their work evaluated by superiors.

¹² City of Sacramento Labor Relations Manager Aaron Donato did not testify, but an email from him to Connolly and Camous dated May 15, 2023 states: “Good speaking with you as well. When the City of Sacramento conducts a salary/benefits comparability study for its City Attorney

Facts: Salary Survey Data Columns

The salary survey columns contain several disputed data points. Management Differential is paid to all SCAA members at 3.35% of base salary. Retention Incentive is a benefit in Fresno County paid to all comparable classes in that jurisdiction.

With respect to retirement, the parties stipulated that SCAA members are approximately evenly split (50/50) between Classic and PEPRAs. The County also represented to the Union during negotiations that SCAA was evenly split between the two. But Connolly testified that, as of November 3, 2023, fifty-seven SCA IV attorneys (82.6%) have PEPRAs while only twelve (17.4%) have Classic retirement. The County's surveys calculated retirement costs using values applicable to PEPRAs rather than Classic members, while the Union's surveys used values applicable to Classic members. It is undisputed that, historically, the parties used Classic retirement-contribution figures. Unlike the manner in which the County unilaterally has calculated Deferred Compensation, both parties' salary surveys *subtract* the employee's retirement contribution from total compensation and do not chart the County's contribution.

Deferred Compensation is a retirement benefit the County provides only SCAA members who choose to contribute 1% into a 457 Plan. For those who do, the County will then pay into the Plan at 3% of base salary. Unlike PEPRAs and Classic retirement, the County does not represent Deferred Compensation retirement as a retirement-contribution figure (i.e., a negative number). Rather, the County represents Deferred Compensation as if SCAA employees were receiving 2% income that they will not actually receive until they are at retirement age. During negotiations,

classifications, it compares itself against Sacramento County Civil Attorneys. It does not compare itself to attorney classifications employed at the [DA]'s Office.” (emphasis in original)

the County did not explain what reason underlies its representation of Deferred Compensation differently from other retirement benefits.

Longevity Pay, according to SCAA, should apply to comparable agencies where longevity “is used both for recruitment and for retention.” The County does not contest this. At some comparators—Contra Costa, Fresno, San Francisco, Solano, City of Sacramento, San Bernardino, San Joaquin, and Yolo—longevity benefits are provided generally to bargaining-unit members, including new hires. At El Dorado and Placer Counties, longevity benefits are provided only to employees hired before December 19, 2017 and November 1, 2019, respectively—i.e., the benefit “sunsetted” on those dates. Chisholm testified that the Association included El Dorado and Placer longevity benefits in their salary surveys because Classic members generally receive it, and Classic retirement-contribution figures were used in SCAA’s surveys.

Bilingual Pay was included in salary surveys by both parties in this negotiation cycle, and in all of the parties’ past negotiating cycles. The County included it in the first two surveys it provided to SCAA, and only later began to remove it. At both the County and the County’s comparators, only a portion of a bargaining-unit members receive Bilingual Pay.

Facts: Central Tendency (Mean vs. Median)

The parties use different measures in their surveys to represent the central tendency of total compensation. The mean takes a representative sample of the data set (i.e., the fourteen or fifteen total-compensation figures). The median represents only the one or two middle numbers in the data set. The record reflects that the County has historically sought to use median total compensation as the measure of central tendency, while SCAA has sought to use the mean.

The median is not sensitive to most market changes. In 2024, at least five comparator

agencies (El Dorado, Riverside, Santa Clara, Contra Costa, and San Francisco Counties) receive wage increases of 2% to 5%. But, if wage increases are applied for those five jurisdictions, the median on the fifteen-comparator survey will not change at all. On the other hand, when there is a raise in the one or two middle comparators on the salary survey, the median leaps by the amount of the raise (if all middle comparators receive a raise) or half that amount (if one of two middle comparators receives a raise). For example, on the fourteen-comparator survey (with City of Sacramento excluded), Santa Clara County's 3% raise this September will result in the median jumping up by a full 1.5%; and, if Placer County receives a raise of 3%, the median for the fifteen-comparator survey will jump by that full 3% even if no other comparator gets a raise.

The mean is, by contrast, equally sensitive to every market change on the salary survey. On the fifteen-comparator survey, a raise at any of the fifteen comparators will result in the mean rising by one-fifteenth that amount. On the fourteen-comparator survey, a raise at any of the fifteen comparators will result in the mean rising by one-fourteenth that amount. According to USF Economics Professor Anne Wenzel, the mean is a more standard measure for compensation surveys because it considers movement in all comparators, while the median considers only the middle comparators. Wenzel testified that "percentile" represents deviation from the median, and "sometimes employers will use percentile, but they use the 75th percentile because they want to . . . attract and retain talent."

In this bargaining cycle, the County used median to assess SCAA's market position and the market position of other bargaining units in the County. Connolly testified that this practice is "historical." Evidence on this record does not directly establish why the County has unilaterally used the median rather than the mean, or when this practice started.

A 2015 Factfinding Report recommended “the use of a mean approach” because the fifteen labor-market jurisdictions in that negotiation (the same ones at issue here) did not “reveal any extremely high or extremely low salaries in the market.” The County has not claimed that salaries are extremely high or low in the jurisdictions at issue here. The only disputed jurisdiction is far from an outlier: City of Sacramento has total compensation near the middle of the pack.

According to the 2015 Factfinding Report, the County unilaterally decided to start using median based on a 2001 Pay Plan the Board of Supervisors adopted. The plan recommended:

- (a) Wage Target: using *25% above median* as a target for employee compensation
 - The 2001 Plan reportedly stated that compensating employees at *25% above* “the median . . . of the labor market” for “a more than competitive labor market position (i.e., 75th percentile)”); and

- (b) Labor-Market Position: using *mean* to determine if employees are 5% below-market.
 - The 2001 Plan reportedly stated that “‘paying 5 or 10 percent below market average in the San Francisco Bay Area (“Bay Area”) will have a significant impact on an employer’s ability to recruit and retain staff.’”

It is undisputed that, in these negotiations, the County instead unilaterally chose to use the median itself (not 25% above median) as a target for employee compensation, and 5% below the median (not mean) as the threshold for determining employees are 5% below-market.

Facts: Competitive Labor-Market Position

The parties use different measures of what constitutes a competitive position for SCAA members in relation to the assessed labor market’s central tendency for total compensation. It is undisputed that the parties have never agreed, and no evidence demonstrates, that a position in the labor market below the mean or median could be called “competitive.” Connolly testified that the County “historically” has not considered a market position less than 5% below median to justify an equity adjustment. The 2015 Factfinding Report observed that “the record contains no

data supporting this use of a threshold and the County offers no justification for imposing a threshold of 5%, or of any other percentage, other than, that it has used this . . . historically on a unilateral basis.” The same is true here.

It is also undisputed that the County did not limit equity adjustments to situations where a union’s surveyed labor market showed a bargaining unit’s members were more than 5% below the median for that unit’s labor market. The County provided Leonesio with compensation surveys for some unions with which the County was negotiating in 2022 that showed each union’s position relative to median total compensation in its assessed labor market. By comparing each of these with the compensation increases in CBAs the County ultimately signed with each of those unions, Leonesio constructed the “equity chart” at Association Exhibit 21.

The equity chart shows—for each union where there was sufficient data—that, in addition to the COLA increase of 4%, 4%, 2-4%, twice as many unions received equity increases without being more than 5% below the median in their labor markets: (a) seventeen (17) received equity increases even though they were less than 5% below the median or were *above* median compensation in their labor market; while (b) eight (8) unions who were more than 5% below the median compensation in their labor market received equity increases. For example, AFSCME Vocational Nurses are shown at 8% above median and received a 5% equity increase.¹³ On this record, no exhibit charts any correlation between a union’s relationship to the median of its market and whether or not, or how much, that union received by equity increase.

¹³ Leonesio testified that the County told him it granted the AFSCME Nurses equity increases in exchange for deleting certain shift pay and facility pay out of the Nurses’ MOU, but that his review of the Nurses’ MOU shows that no shift pay or facility pay were deleted.

Connolly acknowledged that some bargaining units were provided with equity increases even if they were not 5% below the median compensation in their market. He testified that this “generally” was not the case. According to Connolly, the County did not grant equity adjustments based on the “demonstrative salary surveys” it provided to Leonesio. Connolly testified that the County gave some equity increases without regard to unions’ relationship to the median, providing four examples:

- (a) Collection Operator, Landfill Operator, and Transfer Equipment Operator series (whose relationship to the median is not clear from the equity chart) received equity increases (shown as 5% and 2.5% for classifications on the equity chart) due to “recruitment and retention challenges”;
- (b) Supervising Probation Officers (a class not appearing under this name on the equity chart) received equity increases because of an “error” the County negotiator made;
- (c) Medical Assistant Level IIs (shown as 5% above the median on the equity chart) received a 5% equity increase in exchange for a 5% reduction in the Correctional Facility differential received by the “vast majority in the class”; and
- (4) Supervising Utility Billing Services Representatives and National Resources Supervisors (classes not under these names on the equity chart) received an equity increase “to maintain internal equity with the subordinate classes outside the unit.”

Of these four, the equity chart shows median and equity-increase data for only one: Medical Assistant Level II. There is no evidence on this record regarding the remaining sixteen out of twenty-four other unions on the equity chart that the County gave equity increases even though the union was above the median or less than 5% below it.

Facts: Retroactivity

Connolly testified that, “generally speaking,” the County does not provide retroactivity on its wage proposals because “indefinitely granting retroactivity just incentivizes not coming to a timely agreement.” But, according to Connolly, the County did choose to provide a limited window of additional time for retroactive wage increases to unions: full retroactivity to unions that could reach agreement by July 31, 2022. SCAA did not agree to the window.

The parties stipulate that the County provided retroactive wage increases to other unions, including the Deputy Sheriffs Association (“DSA”) and Probation employees. The parties do not point to evidence regarding whether any delay in those unions’ negotiations with the County was caused by the County or the union in each case.

Chisholm testified that, based on the County’s representation that the cost of 1% of SCAA salary is \$700,000, delaying the pattern wage increase from June 19, 2022 to January 1, 2023 saved the County “approximately \$1.5 million.” It is undisputed that the County used Consumer Price Index for Urban Wage Earners and Clerical Workers (“CPI-W”) to set its pattern wage increase; and that Wenzel conducted a cost-of-living analysis (“Analysis”) regarding Association members using CPI-W, median sales prices collected by the California Association of Realtors, and rental prices published on Zillow.com.

According to the Wenzel Analysis, the wage increases SCAA members have received since 2018, including the pattern increase to which the parties agreed in December 2022, have been insufficient to keep up with inflation. As a result, Wenzel testified, SCAA members’ standard of living has fallen.

Wenzel testified that SCAA members have lost purchasing power because, from August 2018 through August 2023, housing prices (the largest driver of cost-of-living) increased 44.6% but SCAA wages increased only 18.1%. Because CPI-W was 22.4% in the same period, Wenzel testified, SCAA salaries have been insufficient to account even for the increase in inflation. Additionally, the delay of pattern wage increases from June 19, 2022 to January 1, 2023 meant, according to Wenzel, that attorneys were living with a lower standard of living not only for those six months but also thereafter because of choices attorneys would have to make or forego—

including giving up on buying real estate or moving away from Sacramento.

The Analysis emphasizes the shrinking cost-of-living difference between Sacramento and San Francisco Bay Area Counties: in addition to the speed at which housing costs are rising, it charted the manner in which Sacramento County home prices have risen on a comparative basis—faster than home prices in San Francisco, Alameda, Contra Costa, Santa Clara, and Solano Counties. The Analysis recounts that Sacramento home prices went from 22% of San Francisco home values in 2018 to 37% of San Francisco home values in 2023.

The Analysis also opines that, with the exception of the Vallejo-Fairfield Metropolitan Statistical Area (“MSA”), Sacramento-Roseville-Arden-Arcade MSA (“Sacramento MSA”) rents increased at a “much faster rate” than did those in the “San Francisco Bay Area,” a region consisting of the San Francisco-Oakland-Hayward MSA [“San Francisco MSA”] and the San Jose-Sunnyvale-Santa Clara MSA. For example, the Analysis shows that Sacramento MSA rents rose 31% from December 2018 to December 2022, whereas San Francisco MSA rents rose only 8.7% during the same period; and, according to Wenzel, “Sacramento County average rents rose at a much faster rate (+31%) than SCAA attorney pay . . . (14.1%, including the 1/1/2023 salary increase).” Sacramento MSA rents also increased faster than those in at least one comparator’s Metropolitan Statistical Area: Oxnard-Thousand Oaks-Ventura MSA.

Wenzel testified that this means inflation in Sacramento has been greater than inflation in the San Francisco Bay Area. The Analysis also shows, however, that rents in other comparator agencies’ MSAs (Riverside-San Bernardino-Ontario MSA and Fresno MSA) increased faster than rents in Sacramento MSA, which according to Wenzel’s reasoning may mean inflation was greater in those other comparable jurisdictions than it was in Sacramento County.

During the factfinding proceeding, at the Panel's request, the County and the Association jointly verified what would be the correct salary survey components as of October 2023. These verified survey components include those provided in Appendices A and B attached hereto. Those Appendices use Classic rather than PEPRA retirement figures, and use the CC PD IV and SJ DA IV comparable classes. If the CC PD III and SJ DA III classes had been used instead, the Appendices would show their total compensations at \$19,097.61 and \$15,455.28, respectively.

DISCUSSION AND RECOMMENDED TERMS OF SETTLEMENT

Factfinding is an extension of negotiations where it is undisputed that the burden of persuasion on any issue rests with the party seeking to change the status quo. If the parties are to wisely resolve the equity and comparable-class Stipulated Issues in a manner that best realizes their mutual interests, they must thoroughly and ethically analyze what components should be included in the parties' salary survey and how to place the County in a competitive position relative to the central tendency for total compensation in that survey's assessed labor market.

The Panel has done that here, and sets forth the following discussion and recommendations to provide the parties a foundation upon which to reach settlement. On the voluminous record presented, where the parties left no stone unturned, the Panel reviewed all evidence and argument. While it would be impossible to address every point raised by each party, all salient bases for the Panel's recommendations have been set forth in the following discussion. The parties are encouraged to carefully consider the substance of these recommendations, listen to each other, and work collaboratively to move past the acrimony that has stymied past compromise to come to an agreement that will realize a more effective and unified workforce providing the best possible public service to the County's constituents.

Equity Adjustments

The Panel recommends an equity adjustment of 5.5% effective the first full pay period of July 2023. Using the Panel’s recommended salary-survey components, reviewed below and attached as Appendix A, SCAA would need at least a 5.31% wage increase to bring SCA IV’s total compensation to the 2023 mean, and an additional 0.19% to make up for lost purchasing power and place the County in a competitive position relative to SCAA’s assessed labor market.¹⁴

Equity adjustments in the County are appropriately provided when an across-the-board “pattern” wage increase leaves a union in an insufficiently competitive position relative to the central tendency for total compensation in the parties’ assessed labor market. Evaluating this relative position requires consideration of *all* factfinding criteria under Gov. Code § 3505.4(d),¹⁵

¹⁴ The July 2023 timing of the equity adjustment will be reviewed in the following section regarding retroactivity.

¹⁵ The County’s argument that the CPI “is related to the cost of living and not equity raises” is not supported by the governing Factfinding statute. The County correctly argues that MMBA § 3505.4(d) controls here. That provision states that, “[i]n arriving at their findings and recommendations, the factfinders shall consider, weigh, and be guided by all the following criteria.” Therefore, under Subsection (6) of that provision, the Panel must—in evaluating *any* issue at factfinding—consider, weigh, and be guided by the “consumer price index for goods and services, commonly known as the cost of living.”

Thus, the County’s contention would mean the Panel could not consider, in evaluating the Stipulated Issues, what the statute *requires* the panel to consider. The County’s only support for that contention is that the parties generally characterize the County’s across-the-board raises to all units in the County, in shorthand, as “COLA increases.” The County cites no authority for the proposition that the parties’ choice to label a particular raise a “cost of living adjustment” increase means the Panel no longer must consider CPI as required by § 3505.4(d)(6). Indeed, the County’s argument appears to be self-defeating: It argues that the parties must use the term “cost of living” only as it is used in § 3505.4(d)(6); but that would necessitate the conclusion that—since that statute expressly states CPI is *itself* “known as cost of living”—all “COLA” adjustments are “CPI adjustments.” Plainly, the parties are not adjusting CPI. And the County’s pattern wage increase (i.e., “COLA increase”) was not in the amount of CPI. The County cannot avoid scrutiny under the statute by using the term “cost of living” differently than it is used in the statute; as such, the County’s semantic argument is unavailing. Section 3505.4 must be applied; and the label “COLA increase” is merely shorthand for a County-wide pattern wage

but Subsection (9) is central: “Comparison of the wages, hours, and conditions of employment of the employees involved in the factfinding proceeding with the wages, hours, and conditions of employment of other employees performing similar services in comparable public agencies.”

The parties agree that the proper measure of income for comparing jurisdictions is total compensation—i.e., base salary plus relevant benefits. They disagree, however, on:

- (a) Survey Components: what jurisdictions, classifications, and benefits should be used in their salary survey and factored into total compensation;
- (b) Central Tendency: whether the central tendency for the assessed labor market is best represented by the mean (i.e., average) or by median total compensation; and
- (c) Competitive Position: what County relationship to that central tendency constitutes a competitive position in the assessed labor market.

Recommendations for appropriate settlement of each of these factors will be reviewed in turn before setting forth recommendations regarding retroactivity. Comparable classes will be addressed first, followed by other survey components. And Central Tendency and Competitive Position will be addressed thereafter before turning to the question of Retroactivity.

Survey Components: Contra Costa County

For Contra Costa County, CC PD IV is most comparable to SCA IV. On this record, the CC PD series has just four classes within it while the SCA series has five. As such, there can be no one-to-one correlation between the classes in the County and Contra Costa County, and the distinctions between the Contra Costa classes is generally greater than the distinction between the SCA classes. The County argues that there “there must be a distinguishing difference between” SCA IV and SCA V. There is: SCA V attorneys litigate *more* special-circumstances

adjustment that sets the foundation for more fine-tuned adjustments tailored to particular bargaining units. The question under § 3505.4(d)(6) here is how well, compared with the comparators in the assessed labor market, SCAA members are keeping up with CPI.

cases and conduct *more* supervision than SCA IV attorneys, who do both but less often than the SCA V class. This has been so not only recently but also historically. For example, Ho testified that he himself took on special-circumstances cases as an SCA IV.

By comparison, the distinction between the CC PD IV and CC PD III classes is far greater. The CC PD IV class has competencies similar to *both* the SCA IV class and the SCA V class. But CC PD III attorneys are, in distinct contrast, far less experienced than *either* jurisdiction's class IV or V attorneys. The SCA IV and CC PD IV class specs show each of these IV classes handle the same complexity of cases:

- “the most difficult and complex cases” (SCA IV); and
- “the most complex and difficult cases” (CC PD IV).¹⁶

In fact, the minimum qualifications for the SCA IV position require *more* experience than those for the CC PD IV position. And the SCA V class requires yet more than SCA IV.

Eligibility for the SCA IV position requires *four years* of experience from *any* outside hire, whereas eligibility for the CC PD IV position requires from outside hires only *three years* of experience if that experience is as a Deputy PD in a California County such as Sacramento. Notably, an SCA attorney with just *three years* of experience is eligible to be hired as a CC PD IV, but a CC PD attorney needs *four years* of experience to be eligible for hire as an SCA IV. By contrast, the CC PD III class, which accepts applicants with *only two years' experience*, is less experienced than *either* the CC PD IV class (more experienced) *or* the SCA IV class (most

¹⁶ On this record, the Panel could not find support for the County's argument that “[i]t is apparent from the job description that the [SCA IV] position . . . handles fairly complex cases.” Rather, it is apparent from the SCA IV class specs that the position handles “the most” complex cases, just as does the CC PD IV position.

experienced). *Every* SCA IV attorney is minimally qualified to be hired as a CC PD IV. Indeed, *every SCA III attorney* is minimally qualified to be hired as a CC PD IV.

CC PD III attorney with three years' experience are immediately eligible for CC PD IV, and therefore likely to transfer to the CC PD IV class before they have reached the four years of experience they need in order to be eligible for an SCA IV position. From a core-competency and recruitment-and-retention standpoint, therefore, SCA IV is most comparable to CC PD IV.

Comparatively, SCA IV is a far cry from CC PD III. A CC PD III attorney hired with just two years' experience is eligible for promotion to CC PD IV after their third year of experience; but, even after those three years of experience, remains *ineligible* for recruitment as an SCA IV.

On this record, the CC PD IV class specs' provision that the class supervises others is of little relevance. As Ho and Chisholm testified, SCA IV attorneys also supervise. And, even assuming *arguendo* that SCA IV attorneys conduct no supervision, this is not the core competency of *either* the CC PD IV or SCA IV class.¹⁷ That core competency is that both IV classes handle the "most complex and difficult cases." The level III classes do not. And, in any event, there is no evidence on this record to establish that any supervision distinction exerts any influence on the labor market for SCA IV attorneys that the parties chart in their salary surveys.¹⁸ From a labor-market perspective, SCA IV is far more comparable to CC PD IV than CC PD III.

¹⁷ On this record, the Panel could not find support for the County's argument that "[i]t is apparent from the job description that the [SCA IV] position . . . does not supervise subordinate staff." The SCA IV class specs do not state that SCA IV attorneys do not supervise. The record reflects that SCA IV attorneys do supervise, albeit less frequently than SCA V attorneys.

¹⁸ On this record, the County presented no evidence that it ever considered the CC PD IV class's ability to supervise to be a relevant distinction from SCA IV, let alone communicated any interest in such a distinction in the class specs to SCAA in negotiations or during the factfinding proceeding. The distinction was raised for the first time in the County's written post-hearing

The fact that both SCA IV and CC PD IV attorneys can handle death penalty cases, though less important than recruitment eligibility to defining a labor *market*, further supports these classes' comparability. Ho and Chisholm testify that both IV classes litigate death-penalty cases, and the County cites no persuasive evidence for its argument that they do not. Connolly at first testified that he “heard” from unnamed people on the management bargaining team that SCA IV attorneys do not handle death penalty cases, but this was hearsay and—more importantly—Connolly later testified that he learned from the DA’s Office directly how it assigns death penalty cases to SCA IV attorneys.

On this record, SCA IV defense attorneys are also better positioned to be *qualified* to handle death-penalty cases than are CC PD IV attorneys. As discussed above, the SCA IV class is more minimally experienced than the CC PD IV class. Therefore, the County’s contention that criminal defense attorneys must be “qualified by the court” to handle death-penalty cases based on their past experience favors the more experienced class: SCA IV.¹⁹ The balance of evidence here, therefore, inclines in favor of comparing SCA IV with CC PD IV in Contra Costa County.

Survey Components: San Joaquin County

For San Joaquin County, the SJ DA IV class is the San Joaquin County class most comparable to SCA IV. On this record, the SJ DA series has just four classes within it while the SCA series has five. As such, as with Contra Costa County, there can be no one-to-one

argument. As the Association had no notice that the County had any interest in this distinction, its post-hearing argument did not respond to the County’s newly raised argument.

¹⁹ This is a subsidiary point because whether SCA IV or CC PD IV attorneys in fact handle death penalty cases *more often* is a question that cannot be answered on this record: There is no evidence about the frequency with which CC PD IV or *any attorney* handles death-penalty cases in Contra Costa County—other than Chisholm’s speculation that Contra Costa County may have joined the trend in California of no longer seeking the death penalty at all.

correlation between the classes in Sacramento and San Joaquin Counties, and the distinctions between the San Joaquin classes is generally greater than the distinction between the SCA classes. The County argues that there “there must be a distinguishing difference between” SCA IV and SCA V. As discussed above, there is: SCA V attorneys litigate *more* death-penalty cases and conduct *more* supervision than SCA IV attorneys. But the distinction between SJ DA IV and SJ DA III is greater still. The following analysis shows how, on this record, the SJ DA IV class has within it attorneys with competencies similar to both SCA IV and SCA V attorneys; and how SJ DA III attorneys—in distinct contrast—are far less experienced than, and less comparable to, any class IV or V attorney in either jurisdiction.

The SCA IV and SJ DA IV class specs show the two classes litigate the same types of cases: they “litigate the most difficult and complex criminal cases with minimal direction” (SCA IV) and “perform the most complex legal assignments” (SJ DA IV).²⁰ By contrast, the class specs for SJ DA III do not provide for “litigating” or “performing” the “most complex” assignments in the regular course of business. Rather, an SJ DA III attorney only “may be assigned some of the most complex cases” and even then only for “special projects.”²¹

The minimum qualifications for the SCA IV position require more experience than those for the SJ DA IV position. The minimum qualifications for the SJ DA III position, by contrast,

²⁰ On this record, the Panel could not find support for the County’s argument that “[i]t is apparent from the job description that the [SCA IV] position . . . handles fairly complex cases.” Rather, it is apparent from the SCA IV class specs that the position handles “the most” complex cases, just as does the SJ DA IV position.

²¹ The only evidence here regarding how often San Joaquin County deigns to assign such “special projects” to SJ DA III attorneys is the word “special” itself, suggesting it is not in the regular course of business. SCA IV attorneys, by contrast, litigate complex cases in the regular course of business “with minimal direction,” which is far more similar to the SJ DA IV job description.

are lower than those for the SJ DA IV class and far lower than those for the SCA IV class. Eligibility for the SCA IV position requires *four years* of experience from *any* outside hire, whereas eligibility for the SJ DA IV position requires only *three years* of experience. An SCA attorney with just *three years* of experience is eligible to be hired as an SJ DA IV, but an attorney in the SJ DA series needs *four years* of experience to be eligible for hire as an SCA IV. The SJ DA III class, which requires *only two years' experience*, is only two-thirds as minimally experienced as even the SJ DA IV class, and only *half* as experienced as the SCA IV class.

Comparatively, SJ DA III is not the best fit for the SCA IV labor market. San Joaquin County would, on this record, generally hire an SCA IV into the SJ DA IV class. The SCA IV attorney is overqualified for the SJ DA III position (*twice* the minimum years of experience). Obversely, Sacramento County would, on this record, hire an SJ DA *III* attorney into the SCA II or SCA III class. Indeed, an SJ DA III attorney can be promoted to SJ DA IV after just three years' experience—a year before eligibility to be hired as an SCA IV. By the time they are eligible to apply for SCA IV, they would thus typically be applying from a position in the SJ DA *IV* class.

In short, the SJ DA IV class is in the SCA IV labor market; and the SJ DA III class is far less comparable to that market. As both SCA IV and SCA V have minimum qualifications that surpass those for SJ DA IV, SJ DA III is not most comparable to either SCA class. The County accurately observes that SCA IV is *not* the most experienced class in the SCA series, while SJ DA IV *is* “the most experienced level class” in the SJ DA series. But this means only that SJ DA IV would *also* be an appropriate comparator for a salary survey using SCA V as the County's benchmark. It does not *ipse dixit* mean that SJ DA III—a class requiring only two years of experience—should be shoehorned into a comparator chart for SCA IV, which requires four.

For at least three reasons, the issue of supervision does not change this analysis. First, on this record, SCA IV attorneys *do* supervise, though on average they do so less frequently than do SCA V attorneys.²² Second, both SJ DA III and SJ DA IV class specs provide that attorneys in *both* of these classes “may supervise”—such that supervision is not a relevant distinction between the two. Third, and most importantly, those in *either* San Joaquin class (SJ DA III or IV) who supervise are paid a 5% compensation differential for doing so—and the SJ DA IV class compensation used on the salary surveys represents that of SJ DA IV attorneys who *do not supervise*. The record reflects that this is why the parties agreed on July 19, 2022 to use SJ DA IV as the comparable class for San Joaquin County in the SCA IV’s assessed labor market.

Survey Components: City of Sacramento

The City of Sacramento City Senior Deputy class is comparable to the County’s SCA IV class and therefore should also be included in the SCA IV class’s assessed labor market. The parties stipulate that, although the County believes the City of Sacramento is a comparator *jurisdiction*, the County does not believe the City of Sacramento has a *class* comparable to SCA-series attorneys. That is belied by several factors, not least of which is the parties’ own bargaining history: on this record, the parties have historically drawn comparators from the City of Sacramento City Attorney’s Office in salary surveys. In 2018, for example, the County’s own survey compared SCA III with the City’s Deputy City Attorney II.

Both the SCA IV and City Senior Deputy classes require a minimum of four years’ experience. Combined with the facts that the County is attempting to hire City attorneys and that

²² The Panel found no evidence for the County’s argument that “[i]t is apparent from the job description that the [SCA IV] position . . . does not supervise.” Because SCA IV’s class specs do not say that SCA IV attorneys do not supervise, that is not “apparent” from the job description.

SCA attorneys have left the County to work in the City Attorney's Office, the equivalent minimum-experience requirement supports placing the City Senior Deputy class in the SCA IV class's assessed labor market. The fact that City Senior Deputies do not prosecute felonies has—on this record—little bearing on their attractiveness to the County's recruitment efforts, or on the attractiveness of the SCA series to the City. The parties' history of including the City in SCA surveys, and the fact that Carpenter and others have left the DA's Office to work in the City Attorney's Office, further support inclusion of that Office in the parties' salary survey.

Both the SCA IV and City Senior Deputy classes litigate criminal and civil cases. Indeed, on this record, the County has SCA IV attorneys in units that handle *only* civil cases, and the City has City Senior Deputies prosecute misdemeanors. The fact that attorneys have “gone back and forth” between the jurisdictions shows litigation skills performed in each are readily transferrable regardless of any felony-versus-misdemeanor difference, and a lateral hire in either direction is not (on the evidence presented) significantly hindered by any lack of subject-matter knowledge.

On the record here, it is irrelevant whether the City Attorney's Office uses a different County union as a comparator for its own salary surveys. From the fact that City and its own union have settled on a County union other than SCAA as the “most appropriate” for the City's survey, it cannot be concluded that the City has no class comparable to the SCA IV labor market. As shown by both the parties' bargaining history and cross-hiring with the City, public-sector litigation skills are transferrable—particularly where both offices do both civil and criminal work.

The parties' previously unbroken bargaining history of including the City in the SCA series' assessed labor market, and the cross-hiring of attorneys between the City and the SCA series—at least on this record—had nothing to do with supervision. The County's own survey

compared SCA III with the City’s Deputy City Attorney II—two classes that do not supervise—in 2018. As noted, the City Senior Deputy class specs show that class also “does not supervise.” Thus, it is unclear from where the County drew its post-hearing argument that “comparison between [an SCA V] and a [City Senior Deputy] makes sense because they both oversee and lead the work of other attorneys.” To the extent the City Senior Deputy class “oversees and leads” other attorneys in some way short of supervision, the record here fails to show whether the SCA IV class is any different: although Chisholm conceded SCA IV attorneys are less “often . . . in a lead spot” than SCA V attorneys, Ho and Chisholm’s testimony shows the SCA IV class *does* supervise and lead other attorneys. But—even if it were known that City Senior Deputies “lead” other attorneys despite their job description, or that SCA IV attorneys do not “lead” more often than that—past negotiations between the parties show this would not be a particularly significant factor in whether the City Attorney’s Office and the SCA series have attorneys in the same labor market. It is clear they do: Neither the parties’ historic use of the City Attorney’s Office on SCA salary surveys nor Ho’s testimony regarding the County’s lateral recruitment from the City Attorney’s Office was, on this record, dependent in any way on supervisory skills.

The Association’s argument regarding Chapter 2.87 of the County Code is of negligible relevance to the question of a comparable class in the City of Sacramento. On the record here, nothing in Chapter 2.87 mandates that the County add data for classifications at “Sacramento Area” public or private employers in salary surveys merely because those employers are within the “Sacramento Area.”²³ On the contrary, Chapter 2.87 provides that the question of

²³ Chapter 2.87 requires data for the entire “Sacramento Area,” including the City, be collected for salary surveys “in order to give notice thereof to administrative representatives of the County whose responsibility it is to obtain and present survey data to employee organizations.”

“[w]hether there are employees of employers within the ‘Sacramento area’ as defined whose jobs are sufficiently comparable to those of County personnel to permit compensation comparisons . . . must be ascertained pursuant to particular prevailing rate determinations”—i.e., on a case-by-case basis; and that “survey data shall include compensation data for comparable employment.” The question of whether a class in the City of Sacramento is “comparable” is, therefore, not answered by Chapter 2.87. It is dependent on the other factors discussed above.

Survey Components: Salary Survey Data Columns

The Panel recommends that Management Differential and Retention Incentive be included in the salary survey because all bargaining-unit members receive them. The record does not support the Association’s contention that it has been prejudicially denied time to research similar benefits for inclusion in the salary survey.

The Panel recommends the parties use PEPRA retirement-contribution figures in their salary survey rather than Classic figures. The majority of the bargaining unit pays for PEPRA retirement, including over 80% of SCA IV attorneys. Although Classic figures have been used in the past, this was based on an understanding between the parties that the bargaining unit was relatively evenly split between the two plans. Ho testified that most attorneys recruited are LRAs out of law school. These attorneys’ prospective compensation will be affected by the cost of PEPRA, not Classic. Therefore, from both a retention and a recruitment standpoint, PEPRA is a better measure for this labor market.

The Panel recommends that Deferred Compensation not be included in the salary survey. More negotiation is needed regarding whether and how to represent it. Like other types of retirement contribution (e.g., Classic or PEPRA): the value of Deferred Compensation is not

realized by employees unless and until they retire, and SCAA members have to pay to receive it. This benefit therefore takes away from SCAA members' disposable income and purchasing power, and representing it on the salary survey as a positive number incorrectly implies that employees' purchasing power is 2% higher than it is. The parties may decide, therefore—as they have always done with PEPRA and Classic retirement contributions—that they will represent Deferred Compensation as a negative retirement-contribution rate. Alternatively, as SCAA members may (*unlike* PEPRA retirement) choose not to receive this benefit at all, the parties may find it more appropriate to leave Deferred Compensation off of their future salary surveys as well.

The Panel recommends that longevity benefits be included in the salary survey except those of El Dorado and Placer County. Comparison with those two counties' longevity benefits would be at best half-effective at promoting recruitment and retention: it *promotes recruitment* in that more senior El Dorado and Placer attorneys who receive the benefit may need a higher wage to attract them to the County; but, as Connolly testified, it *does not promote retention*: “if an employee from Sacramento County is going to Placer [or] El Dorado, . . . they will not be eligible for that longevity.” Moreover, there is scant persuasive evidence that any recruitment interest in including El Dorado or Placer County Longevity Pay should be afforded significant weight on this record. There is no evidence as to what percentage of those counties' comparable classes to SCA IV is receiving the longevity benefit (“eligible group”), or what percentage of the SCA IV benchmark class has sufficient years of experience to be comparable to that eligible group. As such, SCAA could not sustain its burden to show that a longevity benefit which sunsetted over four years prior to impasse fits within the SCA IV labor market—particularly where SCA IV requires just four years of experience and is not the most senior class in the County.

The Panel recommends the parties use Bilingual Pay in their salary survey. The County included Bilingual Pay in its first two salary surveys during these negotiations. The evidence shows the County strives to recruit and retain high-quality attorneys who can represent the County's diverse demographics, including immigrant communities. The parties' charting of Bilingual Pay on every historical salary survey used in past negotiations demonstrates that the parties want to attract such candidates; and Ho's recruitment-and-retention testimony further corroborates this. The attorneys in the SCA IV labor market best able to represent those communities are multilingual, and therefore the Bilingual Pay incentive is attractive to them.

The County argues that few SCAA members receive this benefit, but this only *increases* the County's challenge in recruiting and retaining multilingual attorneys. If comparator jurisdictions provide greater Bilingual Pay to a higher percentage of their unions' attorneys than does the County, such attorneys will be drawn away from the County. To make the measure of this challenge more accurate, the parties may wish to use "Bilingual Pay *per attorney*" in future surveys. Until the parties have had an opportunity to fully negotiate such questions, changing the longstanding practice of charting the labor market for bilingual attorneys would be premature.

Survey Components: Central Tendency (Mean vs. Median)

On the record presented here, the use of mean rather than median is appropriate for approximating the central tendency of total compensation against which the SCA IV class's compensation is compared in order to determine that class's position in its assessed labor market. Except in unusual circumstances, the mean is the best measurement of the central tendency of all of the numbers in a data set. On this record, no unusual circumstances require use of the median.

The mean, sensitive to market changes, represents every number in a data set. As such, compensation paid by any comparator proportionately affects the mean: A fifteen-dollar increase at any of the fifteen comparators causes a one-dollar increase in the mean. Be it Alameda, Placer, or Yolo County, the mean is equally sensitive to a one-dollar change at any comparator.

The median is a suspect measure of central tendency in a negotiation context because, unlike the mean, it represents extraordinarily few numbers in a data set. The median measure here, for example, is not sensitive to any change in compensation *at any comparator* except a change at the median comparator itself or (among an even number of comparators) at one of two jurisdictions immediately surrounding the median. Among fourteen comparators, the median samples the total compensation paid by exactly *two* of them. Among fifteen, the median measures only whether Placer County—the middle comparator—has had any compensation change.

Because the mean takes a representative sample of the entire data set rather than simply a “spot check” of the middle one or two numbers in the set, the mean should be preferred absent good reason. Relatively unrepresentative sampling methods such as the median are generally used only when necessary to mitigate against significant outliers in a data set—e.g., if total compensation paid by the highest- or lowest-compensation comparator were significantly greater or lesser than the rest of the labor market—and, even then, only where those outliers cannot be removed through negotiation. Parties to collective bargaining, rather than using the median, generally would be better served by *negotiating* to determine whether such an outlier should be replaced, eliminated, acknowledged as a reliable predictor of market direction, and/or counterbalanced by adding another comparator to the labor market at the other end of the chart.

If outliers cannot be avoided, parties may mutually decide to use the median or an alternative way of measuring the outliers. On this record, no such negotiation took place here.

Use of the median can lead to markedly untoward distortions. It has already been noted that the median is insensitive to changes in vast swaths of the data set. To illustrate: with use of the median, there would be no change in the Association's assessed labor-market position even if *all fourteen comparators* other than the median comparator gave hundreds of dollars in raises. On the record here, for example, several of the comparators are providing raises in 2024; but none of these raises will affect the median total compensation of the assessed labor market except a raise at the one or two middle comparators. In the fifteen-comparator survey, for example, raises everywhere except Placer County likely will not be represented in the median at all. Use of the median would therefore be tantamount to the County deeming only Placer County to be its *entire* labor market. It does not take a statistician to recognize the absurdity of this approach.

Moreover, while insensitive to changes in compensation at most of the other jurisdictions in the assessed labor market, the median is *overly* sensitive—indeed, it is *only* sensitive—to changes in the middle comparators. In the salary survey that uses the Panel's recommended survey components: (a) including the City of Sacramento puts the Union at **2.46%** below the median and **4.69%** below the mean (see Appendix A); whereas (b) excluding the City of Sacramento puts the Union at **0.65%** below the median and **4.71%** below the mean (see Appendix B). This is notable when one considers that the City of Sacramento appears near the *middle* of the data set, near the median jurisdiction (Placer County) in both parties' October 2023 salary surveys. The County has not presented any rational basis, on this record, why including or excluding a comparator *in the middle of the chart* (i.e., with similar total compensation as the

County) should significantly change the central tendency of total compensation against which the Association's relative labor-market position is assessed.

The median might be appropriate if evidence could show that the County is actively recruiting and intending to recruit attorneys only from, or losing attorneys or at risk of losing attorneys only to, the one or two jurisdictions in the middle of the chart. But the record reflects the County is actively recruiting and intending to recruit attorneys from all fifteen comparators—including the City of Sacramento—and has lost or may lose SCAA members to any of them. Thus, recruitment-and-retention considerations militate for the central-tendency figure to represent compensation at all of the comparators in the labor market. The mean does this.²⁴

Use of a median figure is also discouraged because of susceptibility to perverse incentives and manipulation. Using the median, a party could negotiate to include or exclude certain jurisdictions, classifications, or fringe benefits in a salary survey not due to its honest assessment of comparability based on fundamental principles but, instead, due to its perverse desire to force the median up or down. The Association may perversely choose survey components that push the median up higher than the mean; and the County may perversely choose survey components that drag the median down lower than the mean. The mean, by contrast, is less susceptible to

²⁴ Notably, use of the median would render one of the Stipulated Issues that the County calls a “major disagreement” irrelevant. If the County is arguing in good faith that it considers the Contra Costa issue a “major” one for the Panel to resolve, which the Panel assumes it is, then the County believes resolution of the issue is relevant to SCA IV's competitive position in the labor market. It can be relevant, as the County wants, only if the parties use the mean: Contra Costa County's compensation will have *no effect* on the median because the total compensation for neither the CC PD III nor CC PD IV class (\$19,097.61 and \$20,772.24, respectively) would make the County one of the middle two comparators (see Appendices A and B). Thus, the County's own position establishes that *only the mean* can represent all data the County views as relevant to the parties' assessed labor market.

gamesmanship because a party cannot significantly influence it merely by altering survey components with an *outcome*-oriented motive to change total compensation in the middle one or two jurisdictions on the salary survey. The mean encourages a good-faith, *process*-oriented labor-market assessment based on sound economic fundamentals.

In sum, on the record presented here, the parties should evaluate SCAA’s competitive position in the assessed labor market against mean total compensation for that market. Only the mean weighs the whole labor market—i.e., is proportionately influenced by each dollar of total compensation at every comparator—whereas the median ignores over 90% of the labor market. The County’s unilateral decision to use the median, in the absence of any articulated basis for this relatively unrepresentative approach, is insufficiently supported on this record and contrary to salutary traditional principles of labor-market assessment.

Survey Components: Competitive Position (Relationship to the Central Tendency)

The primary purpose of an equity adjustment is undisputedly to ensure that the County maintains a competitive position in a bargaining unit’s assessed labor market. The evidence here does not support the County’s contention that its DA and PD’s Offices are in a competitive position even when their compensation lags behind the central tendency for compensation in the assessed labor market (i.e., the mean). That contention, if accepted, would depend on the Panel concluding that maintaining SCAA members chronically below-market somehow serves the parties’ mutual interests in recruiting and retention so long as SCA IV’s compensation does not fall to 5% below compensation in the median salary-survey jurisdiction (i.e., Placer County on the fifteen-comparator survey). Insufficient evidence was presented to show why the Panel should construe such a below-market position, contract-after-contract, as “equitable.” The 2015

Factfinding Report likewise found, on the record there, that “the 5% threshold is an arbitrary barrier” because there was “no rational basis” for it.

On this record, the Association has never agreed that no equity increases are appropriate until its members fall below the market’s 45th percentile. The consistency with which the County has applied its unilateral five-percent threshold to County unions is of little relevance. But the record here evinces little consistency: the County has agreed to equity adjustments—both in this negotiation and past bargaining—where unions were less than five percent below the median in their labor markets. The County did not demonstrate why, according to the equity chart, sixteen of twenty-four of its unions receiving 2022 equity adjustments (i.e., two-thirds) were above the median or less than 5% below it in their assessed labor markets.

As discussed above, the labor market’s central tendency for total compensation is best represented by the mean; and, on the discreet facts of this case, the mean is the minimally equitable competitive position in the assessed labor market. Contracting parties often aim to maintain compensation *above* such a central tendency of the market in order to stay competitive for skilled labor. For this reason, the 2001 Pay Plan recommended unrepresented employees be sustained at the “75th Percentile.” Wenzel likewise testified that the 75th Percentile is commonly used by contracting parties as an appropriately competitive position. On this record, there is insufficient evidentiary support for that approach. But the Panel recommends the County strive to pay SCAA members at a rate slightly ahead of average market compensation.²⁵

²⁵ While the County’s own commissioned 2023 RAAP recommended an “optimized market” method, application of that approach here as urged by SCAA would inappropriately arrogate to the Panel authority to explore approaches that the parties should test in the first instance at the bargaining table. Creative solutions are highly encouraged in negotiations, but discouraged in factfinding and interest arbitration where the parties did not discuss them on their own.

The County's adherence to a unilaterally imposed threshold below the median before SCAA can be deemed to lack a competitive market position is detrimental to the County's express interest—well-established on this record—in retaining and recruiting more high-quality attorneys. The evidence shows the DA and PD's Office have some forty vacancies for attorneys in key positions, and that this has caused mounting attorney workload to reach “crushing,” “suffocating” proportions with a rife morale problem that drives high-quality attorneys toward other jurisdictions in the labor market. The County does not dispute this except by arguing that the Board of Supervisors has limited available SCAA positions to “13.5 vacancies” (about 4.6% of the unit) and that the County does not consider this a problematic “vacancy” level.

This County argument—that the Board of Supervisors can somehow mitigate a recruitment-and-retention or morale problem by *capping* the number of available positions—is irrational. Limiting additional hires in an overworked unit only assures that workloads continue to mount and morale suffers. It strains credulity to imagine the County believes such an approach will attract many applicants other than less-attractive ones who cannot secure offers elsewhere.

In reaching its recommendation that the County bring SCAA slightly ahead of mean compensation in the labor market, the Panel has considered the Wenzel Analysis—including its treatment of CPI-W, loss of purchasing power, and relative housing prices and rents in Sacramento relative to the Bay Area. That Analysis does reinforce SCAA's position with respect to recruitment and retention issues involving Bay Area comparators: It makes the County more attractive to Bay Area attorneys and Bay Area comparators less attractive to SCAA members. But it hurts SCAA's recruitment-and-retention position relative to other comparators like Ventura, San Bernardino, and Fresno Counties, where rents are rising even faster than in the County.

Moreover, the Wenzel Analysis proves too much in one respect: Although the difference between Bay Area and Sacramento housing prices and rents is shrinking, those costs remain higher in most of the Bay Area. This is one respect in which the County has a competitive *advantage* to the Bay Area in recruiting and retaining SCAA members. To illustrate: if average rent or mortgage payments were subtracted from total compensation on a salary survey, total compensation in Bay Area jurisdictions would fall relative to that of the County; and total compensation in jurisdictions like Ventura, San Bernardino, and Fresno Counties would rise relative to that of the County. Thus, although relative purchasing power can be a relevant criterion for determining what comparators should be on a salary survey, it would generally be of value in comparing the County with agencies already on the salary survey only where housing or rental costs in the County are rising relative to the *entire* assessed labor market.

A preponderance of persuasive evidence demonstrates that equity increases to reach the mean are no longer sufficient to restore SCAA members' purchasing power from recent years of decline, keep pace with inflation, and maintain standard of living relative to other jurisdictions in the assessed labor market. This preponderance includes undisputed testimony by Ho and Cress that the County has a shortage of experienced attorneys in key positions; has seen a sharp decline in the quality of applicants; and has increasingly failed to recruit attorneys from high-quality Bay Area sources like USF. Wenzel demonstrated how the housing market has made buying or renting in the County less of a cost savings relative to the Bay Area than it used to be; how SCAA members are behind the curve and lack the money and investments they would have had today with earlier increases; and how SCAA members have lost purchasing power more generally since 2018. In negotiations going forward, the Panel recommends the parties keep SCAA ahead of the

mean to encourage recruitment and retention of high-quality attorneys, including those from Bay Area comparators the County admits are important targets for lateral recruitment.

It is not difficult to understand why SCAA wants an even higher equity adjustment: to fully restore its members' purchasing power and be in an even more competitive labor-market position. SCAA seeks a 9% equity increase beginning with a 4% increase effective the first full pay period of July 2022. This 9% would put SCAA (on an ongoing basis) some 3% ahead of the central tendency for the assessed 2023 labor market. The County may wish to consider bringing SCAA to such a prominent competitive position in the market: it would boost morale and recruitment; and it would put the County in a strong position to avoid having to negotiate economic changes in the next negotiation cycle. But, at minimum, the appropriate compromise here is a 5.5% equity adjustment effective the first pay period of July 2023, putting SCAA slightly ahead of the labor market's central tendency for total compensation—a minimally competitive position.

Retroactivity

There are two separate areas where SCAA seeks retroactivity: the pattern wage increase and the equity adjustment. For the pattern wage increase, the Panel recommends that SCAA members receive the 2022 4% pattern wage increase retroactive to June 19, 2022—i.e., payment for the period of June 19, 2022 to January 1, 2023. For the equity adjustment, the Panel recommends the County make the 5.5% equity adjustment retroactive to July 2023.

Retroactivity of Pattern Wage Increase

With respect to the pattern wage increase, the County budgeted for and fully expected to pay the pattern increase to the Association effective June 19, 2022. The only reason SCAA did not agree to the pattern more promptly, on this record, was because the County did not fully

engage in negotiations until it produced its first salary survey on June 13, 2022, the same month the contract was expiring and eight months after the Association requested bargaining.

The Panel is not persuaded by the County's pattern-retroactivity argument. The County contends that its retroactivity policy ("Policy") is intended to send unions the message that they will not be rewarded for delaying negotiations. The County's Policy is not improper on its face. On the contrary, denying SCAA half a year of raises in 2018 may have properly incentivized the Association not to delay seeking negotiations in 2021. But, here, SCAA *adhered to* the Policy; and it is *the County* that retained cost savings it denied SCAA by delaying negotiations for over half a year, missing agreed-upon negotiation deadlines, and refusing to discuss the Association's salary surveys before producing its own first survey on the brink of the MOU's expiration.

It is the County that, in 2022—intentionally or not—acted consistently with a perverse incentive and gained a \$1.5 million windfall. The evidence does not show any ethical basis for the County to retain the cost savings it gained from the half-year it failed to respond to SCAA's 2021 requests for negotiation and subsequent failure to meet mutually set negotiating deadlines. Though SCAA did not establish, on this record, that the County *intentionally* sought to save costs by delaying and frustrating negotiations, unintentional understaffing also should not allow the County to retain half a year of wages it was already planning to pay SCAA members.

The County did not cure its admitted delay by, as it argues, providing less than two weeks from July 19 (when the County presented its final salary survey) until July 31, 2022 for SCAA to agree to terms the County demanded. Such a one-size-fits-all ultimatum may have been appropriate for other unions. It was not for SCAA. On this record, other unions did not ask to negotiate eight months before the County finally produced a salary survey. Because SCAA did so,

its basis for seeking retroactivity was greater than that of other unions. SCAA’s refusal to succumb to an ultimatum cannot justify the County retaining its windfall.²⁶

The County’s additional argument—that it expects units where the County is in a sufficiently competitive labor-market position to provide “concessions” in exchange for retroactivity—is also misguided. First, as discussed above, the evidence shows that the County is *not* in a sufficiently competitive labor-market position. It is below the central market tendency for total compensation, which has imposed pernicious effects on the unit. On this record, new hires are declining in quality and current members are “suffocating” under a workload so “crushing” that it is “like a credit card debt that you can’t get out from under.” Experienced SCAA attorneys are leaving for less onerous workplaces and being replaced with less qualified LRAs fresh out of less competitive law schools. Some forty positions previously filled by experienced SCAA attorneys are now unstaffed, exacerbating this problem with compounding consequences.

Second, the County’s “concessions” argument appears tactically perverse. The County contends that it should be able to use its own delay that prejudiced SCAA’s ability to negotiate as leverage to extract “concessions” from the Association. On this record, the County’s own delay should not entitle it to any extra advantage—neither the nearly \$1.5 million in wages it is holding hostage from SCAA members, nor a “concession” as ransom for those withheld wages. Even if the County’s delay was unintentional, the Panel cannot approve a bargaining tactic that permits

²⁶ Had the County negotiated a retroactivity timeframe with SCAA, the Association might have agreed to fewer than eight months of additional negotiation—perhaps on the condition that bargaining happen a certain number of times per month and each party provide prompt responses to the other’s proposals. Alternatively, in recognition of its own unintentional delay, the County could have granted SCAA the 2022 4% wage increase unilaterally. Instead, rather than take responsibility for its own failure to communicate (and to pay a negotiated price for that admitted failure) the County chose to take the cost of its own delay out of SCAA members’ pockets.

the County to extract “concessions” from overworked employees by delaying negotiations.

And the Association has already paid a cost (a “concession”): the delay itself. Even if, after the present Report, the County were to provide retroactivity to the Association with interest, the evidence shows SCAA members will have still suffered a loss of purchasing power in 2022—relative to the rest of the County’s employees, relative to Bay Area comparators, and relative to inflation. The County notes that concessions from other unions like DSA, given to the County in exchange for retroactivity, “sav[ed] money” for the County. The County viewed that as an equal exchange. Here, the County also saved money—by admittedly providing no salary survey until the month the MOU was set to expire—but, here, it is *the Association* that did not get anything in exchange for the County’s savings. Because the money the County saved by delaying negotiations is (by definition) worth the same value as retroactivity commensurate to the County’s period of delay, payment of six-and-a-half months’ retroactivity (i.e., from June 19, 2022 to January 1, 2023) is more than a fair exchange for the eight months it was nonresponsive, failed to provide a survey, and refused to negotiate based on the Association’s surveys.

Retroactivity of Equity Adjustment

For reasons discussed above, the Panel recommends as an appropriate compromise that the equity adjustment of 5.5% be made effective on the first full pay period after July 1, 2023. With regard to the timing of this adjustment, the record reflects that, by July 2023, the parties could have fully researched, negotiated, and implemented an equity adjustment based on the data in Appendix A. All municipalities’ 2023 wage increases have been applied in Appendix A, including Santa Clara County at latest with its September 4, 2023 adjustment; and they could have been applied in July 2023. This July 2023 equity adjustment will help restore some lost

purchasing power to SCAA members who the Wenzel Analysis shows slipped, from 2018 to 2023, behind inflation and well behind the rise in rental, housing, and mortgage rates.

The Panel's role generally is not to adjudicate whether either party acted fairly in negotiations, to identify any violation of rights, or to order damages for any such alleged violation. Similarly, through its recommendations here, the Panel's primary goal is not to correct difficulties the DA or PD's Office faced in the past two years recruiting or retaining sufficient high-quality SCAA attorneys. While SCAA's frustration with what it views as County gaslighting is understandable, it is also understandable that the County found it difficult to contemplate, while understaffed, the 9% equity increase the Association proposed in late Spring 2022. The County admits it would like to have responded to SCAA's 2021 emails and negotiated earlier; but its failure to do so here has not persuasively been shown to be more than a mistake. The parties should help bring SCAA above a minimally competitive market position, restore some of its members' purchasing power, and commit to earlier, more thorough negotiations in the future.

CONCLUSION

The Panel appreciates the parties' careful review of its findings and recommendations. They are offered with the hope that the parties may, by considering them and collaborating in good faith, be able to bridge their divide in continued negotiation.

Date: June 21, 2024



Yuval Miller, Neutral Factfinding Chairperson

Fact-Finding Hearing with the County of Sacramento
& the Sacramento County Attorneys' Association
PERB Case No. SA-IM-239-M

Sacramento County Panel Member
Jerry Camous
Office of Labor Relations
Sacramento, California

Dissent to the Fact-Finding Report and Recommendations

As the representative for the County of Sacramento (County) to the Fact-Finding Panel (Panel), I respectfully dissent with the recommendations contained in the Fact-Finder's Report & Recommendations (Report). Over the past two years, the County has tried in good faith to reach an agreement with the Sacramento County Attorneys' Association (Association). However, despite the County's good faith efforts to reach an agreement with the Association, the parties remain at impasse in negotiations regarding the issues listed below. Accordingly, due to the Report's recommendations, I am providing the following dissent regarding the following three issues presented.

1. Whether equity increases are warranted or recommended for each fiscal year of the contract.
2. Whether a retroactive payment for any of the wage components is warranted or recommended.
3. What the appropriate classifications for Contra Costa County, San Joaquin County and the City of Sacramento are the appropriate comparators for the Sacramento County District Attorney IV.

While the panel chair summarized the presented evidence to support the opinion in a particular way, I will address the issues in an order that I find more logical.

1. I Do Not Find That Retroactivity Is Warranted In This Instance

I agree with the County's position that retroactivity is not a right and should only be provided in case-by-case situations which warrant it. Otherwise, there would be a disincentive for the parties to reach timely agreements. Here, I am dissenting regarding the Report's recommendations of providing retroactive payment of the Cost-of-Living adjustment.

The primary reason for my disagreement is that I don't find any evidence that the Association made a written proposal on the County's wage offer separate from their desired total wage amount. The record reflects that the Association's proposals were tied the desired wage increases with additional equity adjustments. Accordingly, it appears to me that the Association's proposals were ultimately for a total wage increase which did not change. Rather, the Association provided an appearance of change by bifurcating their total wage increases between "COLAs" and "equity adjustments."

Essentially the Association hard bargained their wage position which led the parties to an impasse. Had the parties reached a total agreement on wages which was ultimately delayed by the County start of negotiations, then this panel member may have been supportive of a retroactive payment. However, the record makes it clear to me that the parties reached an impasse, not because they didn't spend more time in negotiations but rather because the Association had taken a hard un-compromised position regarding their total wage increase. Further, given that the County was open to retroactivity with other bargaining units during negotiations leads me to believe that had the parties reached an agreement on total wages, retroactivity would not have been an issue.

2. I Find the County's Salary Survey Correctly Surveyed the Appropriate Classifications

As the issue of equity is directly related to the decision of the salary survey and its components, the issue of the survey components will be addressed before the equity.

The opinion relied primarily on the testimony of whether or not the comparable classes at San Joaquin and Contra Costa Counties try death penalty and special circumstance cases. The Sacramento County District Attorney Thien Ho did testify that DDA IV class did try some special circumstance cases but also stated that those cases were primarily assigned to the DDA V class, but DDA IVs were also used due to workload in the County. Additionally, the DDA V is the highest non-supervisory classification in the County.

What wasn't sufficiently considered in the comparison was the highest level, non-supervisory classification. In the County's opinion, that classification is the Level III classification at Contra Costa and San Joaquin Counties and the Sacramento County DDA IV. For the Sacramento City Attorney, the County in this round of bargaining determined it was not an appropriate classification for comparison as they do not work primarily in a criminal court setting but that work is ancillary to their prime job duties which are civil in nature.

This panelist concurs with most of the Chair's decisions on the components of the survey regarding pieces of total compensation with the exception of including Bilingual Pay and not including the county's contribution to Deferred Compensation. It was demonstrated in the hearing that the incentive is not available to all members of the unit as the incentive is at management discretion and data shows that less than 2% of the represented employees receive Bilingual Pay. To the contrary, Deferred Compensation is available to all employees in the bargaining unit as long as they defer a mere 1% of their salary into their 457 account. Approximately 96% of the unit avail themselves of this benefit.

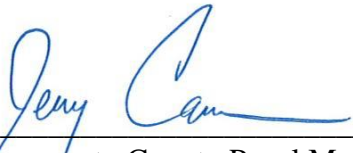
3. I Do Not Find That Equity Adjustments Are Warranted For The Classifications In The Bargaining Unit

On the issue of equity, during the hearing, the Union repeatedly updated the total compensation survey to include contemporary data for contracts that had been updated or changed since the beginning of the contract on July 1, 2022. This presented a "moving target"

for the panel to consider. The County clearly demonstrated that it utilizes the median of the market to determine whether to provide equity. The County's surveys showed that the union was within the market once the economic package was implemented.

The County's adoption of the median philosophy is both reasonable and responsible to achieve a competitive pay package. Additionally, in the decision to provide an equity to get "slightly above the mean" is not justified due to the data that the Attorney classification has one of the lowest vacancy rates of any classification in the County. Equity adjustments above the median are typically reserved for positions that are difficult to recruit and retain employees.

Accordingly, I dissent from the Panel's recommendation.



Sacramento County Panel Member
Jerry Camous
Office of Labor Relations
Sacramento, California

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June 21, 2024

Sent Via Electronic Mail Only

Yuval Miller, Esq.
Arbitrator/Mediator
yym@calarb.com

RE: Sacramento County Attorneys' Association and the County of Sacramento Factfinding Panel's Findings and Recommended Terms of Settlement

Dear Mr. Miller,

This letter is in response to the draft Factfinding Report and Recommendations for Settlement as the panel member chosen by the Sacramento County Attorneys' Association (Association). Because this process is an extension of the negotiations, I was not only an advocate for the Association's position, but I also continued to work towards reaching an agreement and, therefore, kept an open mind during the process rather than take any hard positions.

Overall, I believe the findings and recommendations are fair and well-reasoned. I think the parties fully briefed the issues and were given ample opportunity to state their positions and provide witnesses, evidence and facts to support their claims.

After a careful review of the facts presented, and the continued attempt to reach an agreement, I find the recommendations to be reasonable. I, therefore, concur with most of the report. However, I dissent with the date of July 2023 for the recommended equity adjustment. I believe the equity adjustment should be sooner. I believe the evidence justifies equity adjustments be given earlier in the term of the Agreement.

I hope the parties will carefully review and consider the findings and recommendations and work towards an agreement.

Sincerely,

MASTAGNI HOLSTEDT, APC

Stephen Leonasio

Stephen Leonasio
Labor Relations Consultant

TOTAL COMPENSATION

Agency	Top Step Salary	Education	Bilingual Pay	Management	Longevity	Cost Share/ Cost Pick-up	Retirement	Medical	Total Compensation
Yolo Co.	\$ 12,282.40				\$ 614.12	-8.50%	\$ (1,096.20)	\$ 1,866.00	\$ 13,666.32
Fresno Co.	\$ 11,892.38	\$ 416.23	\$ 50.01		\$ 891.93	-8.01%	\$ (1,061.37)	\$ 1,523.00	\$ 13,712.18
Ventura Co.	\$ 14,532.66	\$ 726.63	\$ 156.00			-7.73%	\$ (1,191.60)	\$ 1,294.00	\$ 15,517.69
San Bernardino Co.	\$ 15,830.53		\$ 130.00		\$ 316.61	-9.08%	\$ (1,477.96)	\$ 997.00	\$ 15,796.18
State of California	\$ 14,954.00		\$ 200.00			-8.00%	\$ (1,212.32)	\$ 1,880.00	\$ 15,821.68
El Dorado Co.	\$ 14,331.20		\$ 173.33			-8.25%	\$ (1,196.62)	\$ 2,773.00	\$ 16,080.91
Riverside Co.	\$ 16,887.00		\$ 173.33			-7.75%	\$ (1,322.18)	\$ 823.00	\$ 16,561.16
Placer Co.	\$ 14,033.76		\$ 701.69			-8.00%	\$ (1,178.84)	\$ 3,611.00	\$ 17,167.61
Median									\$ 17,167.61
Difference									-2.46%
San Joaquin Co.	\$ 15,190.37		\$ 71.07		\$ 303.81	-10.35%	\$ (1,611.00)	\$ 3,392.00	\$ 17,346.24
Sacramento	\$ 16,514.13		\$ 50.00		\$ 520.42	-8.00%	\$ (1,366.76)	\$ 1,777.00	\$ 17,494.79
Santa Clara Co.	\$ 17,080.79					-9.65%	\$ (1,648.30)	\$ 3,189.00	\$ 18,621.49
Solano Co.	\$ 17,249.38		\$ 162.50		\$ 2,156.17	-7.50%	\$ (1,467.60)	\$ 1,834.00	\$ 19,934.45
Contra Costa Co.	\$ 18,765.06		\$ 100.00		\$ 1,313.55	-10.29%	\$ (2,076.38)	\$ 2,670.00	\$ 20,772.24
San Francisco	\$ 20,756.67				\$ 415.13	-10.00%	\$ (2,117.18)	\$ 2,316.00	\$ 21,370.62
Alameda Co.	\$ 21,644.13		\$ 130.00		\$ 432.88	-9.30%	\$ (2,065.25)	\$ 3,105.00	\$ 23,246.76
Sacramento Co.	\$ 15,526.00		\$ 60.67	\$ 520.12	\$ 388.15	-9.90%	\$ (1,633.00)	\$ 1,893.00	\$ 16,754.94
Mean	\$ 16,129.63								\$ 17,540.69
Difference	-3.89%								-4.69%
Sacramento Co.	\$ 16,350.43		\$ 60.67	\$ 547.74	\$ 408.76	-9.90%	\$ (1,719.39)	\$ 1,893.00	\$ 17,541.21
Salary Increase	5.31%								0.00%

TOTAL COMPENSATION

Agency	Top Step Salary	Education	Bilingual Pay	Management	Longevity	Cost Share/ Cost Pick-up	Retirement	Medical	Total Compensation
Yolo Co.	\$ 12,282.40				\$ 614.12	-8.50%	\$ (1,096.20)	\$ 1,866.00	\$ 13,666.32
Fresno Co.	\$ 11,892.38	\$ 416.23	\$ 50.01		\$ 891.93	-8.01%	\$ (1,061.37)	\$ 1,523.00	\$ 13,712.18
Ventura Co.	\$ 14,532.66	\$ 726.63	\$ 156.00			-7.73%	\$ (1,191.60)	\$ 1,294.00	\$ 15,517.69
San Bernardino Co.	\$ 15,830.53		\$ 130.00		\$ 316.61	-9.08%	\$ (1,477.96)	\$ 997.00	\$ 15,796.18
State of California	\$ 14,954.00		\$ 200.00			-8.00%	\$ (1,212.32)	\$ 1,880.00	\$ 15,821.68
El Dorado Co.	\$ 14,331.20		\$ 173.33			-8.25%	\$ (1,196.62)	\$ 2,773.00	\$ 16,080.91
Riverside Co.	\$ 16,887.00		\$ 173.33			-7.75%	\$ (1,322.18)	\$ 823.00	\$ 16,561.16
Median									\$ 16,864.38
Difference									-0.65%
Placer Co.	\$ 14,033.76		\$ 701.69			-8.00%	\$ (1,178.84)	\$ 3,611.00	\$ 17,167.61
San Joaquin Co.	\$ 15,190.37		\$ 71.07		\$ 303.81	-10.35%	\$ (1,611.00)	\$ 3,392.00	\$ 17,346.24
Santa Clara Co.	\$ 17,080.79					-9.65%	\$ (1,648.30)	\$ 3,189.00	\$ 18,621.49
Solano Co.	\$ 17,249.38		\$ 162.50		\$ 2,156.17	-7.50%	\$ (1,467.60)	\$ 1,834.00	\$ 19,934.45
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San Francisco	\$ 20,756.67				\$ 415.13	-10.00%	\$ (2,117.18)	\$ 2,316.00	\$ 21,370.62
Alameda Co.	\$ 21,644.13		\$ 130.00		\$ 432.88	-9.30%	\$ (2,065.25)	\$ 3,105.00	\$ 23,246.76
Sacramento Co.	\$ 15,526.00		\$ 60.67	\$ 520.12	\$ 388.15	-9.90%	\$ (1,633.00)	\$ 1,893.00	\$ 16,754.94
Mean	\$ 16,102.17								\$ 17,543.97
Difference									-4.71%
Sacramento Co.	\$ 16,353.54		\$ 60.67	\$ 547.84	\$ 408.84	-9.90%	\$ (1,719.72)	\$ 1,893.00	\$ 17,544.17
Salary Increase	5.33%								0.00%