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December 27, 2007

David Gilb, Director
Department of Personnel Administration
1515 S Street, North Building, Suite 400
Sacramento, CA 95814

Re: Demand to Bargain in Good Faith Pursuant to Government Code Section 3517.8

Dear Mr. Gilb:

On December 7, 2007, the Public Employment Relations Board (PERB) issued an unfair practice complaint against the State alleging that the State cannot lawfully implement all three years of its last best and final offer (LBFO)¹ which was imposed on Bargaining Unit 6 members effective September 18, 2007. The complaint, as issued, alleges that the implementation of the LBFO interferes with the rights of Bargaining Unit 6 employees. You acknowledge these facts in your December 14, 2007 memo to Bargaining Unit 6 members, which is currently available on the DPA website.

Government Code section 3517.8 states the following:

“Implementation of the last, best and final offer does not relieve the parties of the obligation to bargain in good faith and reach an agreement on a memorandum of understanding if any circumstances change, and does not waive any rights that the recognized employee organization has under this chapter.”

¹ This term has been adopted by DPA to describe both the package proposal conveyed to CCPOA on September 12, 2007, as well as limited provisions DPA claims have been implemented effective September 18, 2007.

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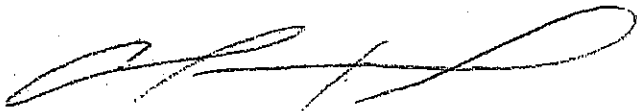
To put it simply, a change in circumstances triggers the parties' obligation to resume bargaining. The issuance of the complaint by PERB regarding the State's three year LBFO constitutes a change in circumstances under section 3517.8. Accordingly, CCPOA demands that DPA immediately return to negotiations for a successor Memorandum of Understanding pursuant to Government Code section 3517.8.

Section 3517.8 clearly contemplates that when circumstances change after the implementation of an LBFO, the parties will return to good faith bargaining. Because the statute mandates the parties engage in good faith negotiations, a level playing field must be created prior to commencement of negotiations under section 3517.8. This first step is critical to the commencement of good faith negotiations. No good faith negotiations are possible under the destabilizing conditions which have been created as a result of the State's implementation of the illegal LBFO which forms the basis of the PERB complaint. Accordingly, CCPOA demands that DPA immediately cease implementation of the LBFO, and that DPA immediately restore in its entirety the *status quo ante* i.e., the 2001-2006 MOU, which existed prior to September 18, 2007.

As Julie Chapman stated in her September 12, 2007 correspondence, which accompanied the State's LBFO, "[A]s you no doubt know, a rejection of any part of a package proposal constitutes a rejection of the entire package proposal." PERB has effectively and decisively rejected a vital component of the State's LBFO- the three year implementation term. Under your very own logic, as well as the changed circumstances requirement of section 3517.8, the LBFO must now fall in its entirety. The State and CCPOA must return to good faith negotiations under section 3517.8, and can only do so if the LBFO dies, as it was forced on Unit 6- in one "package proposal."

Please respond no later than five days from the date of this letter. CCPOA will not hesitate to enforce all rights available to Unit 6 employees pursuant to Section 3517.8.

Very truly yours,



Chuck Alexander
Executive Vice President
California Correctional
Peace Officers Association