

DEPARTMENT OF PERSONNEL ADMINISTRATION

LABOR RELATIONS DIVISION
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Sent via Email and US Mail

February 15, 2008

Mike Jimenez
State President
California Correctional Peace Officers Association
755 Riverpoint Drive, Suite 200
West Sacramento, CA 95605-1634

Dear Mr. Jimenez:

I am in receipt of your letter dated February 7, 2008, in which you continue to mischaracterize and distort the status of Labor Management Relations with Bargaining Unit 6. I will address each of your false assertions below.

First, however, I must address the last paragraph of your letter, which threatens unlawful conduct by your organization and your members. As the CCPOA President, you state, "I will immediately consult the CCPOA Executive Council to call for a vote on a job action, which may include a strike." (Emphasis original). Your threat demands a response because, as you concede, engaging in such a job action "places California in a perilous position." As sworn peace officers it is incumbent upon correctional officers not to use public safety as a bargaining chip. It is irresponsible for you to make this threat on behalf of your members.

As CCPOA President, you are aware that what you are proposing is unlawful. Any such action will create an imminent and serious threat to the health and safety of the public at large, non-custody staff at the institutions, your own members and the inmates. If you or your organization foster, sponsor, or solicit any unlawful job action, the State will pursue immediate legal action to protect public safety.

Regarding other issues raised in your letter, you continue to misrepresent the facts. With respect to the post and bid process, the State has moved forward with its implementation of that process as contemplated in its last, best and final offer (LBFO), which, as you know, contemplated the participation of local chapter representatives specifically and Bargaining Unit 6 employees generally. I am informed that, reportedly at CCPOA's direction, some local chapters and CCPOA members have elected not to participate. Regardless of CCPOA's direction, the post and bid process proceeded and CCPOA and its members have had many opportunities to participate.

Your assertion that DPA is not arbitrating grievances that arose prior to the expiration of the MOU is also false. As you know, the parties have been engaged in settling and arbitrating such grievances since the September 18, 2007 implementation. For those grievances that have become moot because the MOU expired, DPA has moved for dismissal. Further, DPA has offered to meet and confer with CCPOA to resolve any grievance that asserts a failure to meet and confer.

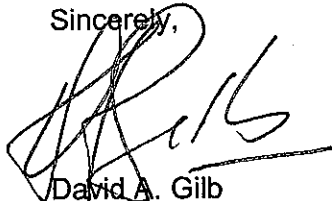
Contrary to your assertion, local negotiations have not been "completely stalled." CDCR has been meeting with CCPOA officials regularly on numerous "local" issues. As a result, CDCR has reached mutual agreement on a number of issues, and has fulfilled any bargaining obligation. Also, the State has regularly communicated with CCPOA regarding the status of various information requests and has provided responses and documentation consistent with those communications and any legal obligation.

Your claim that "CCPOA's request to return to negotiations pursuant to Government Code section 3517.8 has been met with a snide refusal" is also false. The State responded in writing to CCPOA's request in its January 30, 2008 letter and declined CCPOA's invitation because (1) the parties remain at impasse and (2) CCPOA conditioned its return to the table on the post-implementation resurrection of an MOU that both parties agree no longer exists.

In your most recent letter, you claim that "we can avert [you and your members engaging in illegal job action and placing California in a perilous position] by your immediate return to meaningful and unconditioned negotiations, including the removal of the 'all or nothing' package deal requirement." Your request cannot be accepted. First, your request for "unconditioned negotiations" ignores the conditions that CCPOA has placed upon returning to the table - namely that CCPOA will only do so if the terms of the expired, non-existent MOU are reinstated. Second, your request fails to address the fact that the parties remain at impasse. And, third, the State's LBFO to which you refer has already been implemented.

Finally, you question why the State did not include Section 5.01 of the State's LBFO in its implementation. Section 5.01 contains the prior no-strike language from the expired MOU. Your statement that this omission was perhaps negligent is truly disingenuous when both parties know that the State cannot unilaterally implement a former contractual obligation that prohibited CCPOA and its members from striking, and both parties know that the absence of Section 5.01 does not in any way change the law prohibiting a strike by correctional officers that endangers public safety. The State is abiding by its legal bargaining obligations, which does not in any way "present a clear option" for CCPOA and its members to engage in a strike, sick-out or any other unlawful job action. Please be advised that the State will hold CCPOA accountable for unlawful job actions and any actions that could endanger the health, safety and security of the public, the institutions, state employees and inmates.

Sincerely,



David A. Gilb
Director

cc: James Tilton, CDCR
Julie Chapman, DPA