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State Board,

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Yesterday, December 13, 2007, we sent you a copy of the Department of Personnel Administration's (DPA) initial response letter to the Public Employment Relations Board (PERB). In this letter, DPA has withdrawn the second and third year "economic proposals" of its (State's) implemented package. The significance of this is quite obvious in that, as we predicted long ago, this Administration never intended to honor any multiyear year package including any pay increase to Unit 6. Also, with the current budget problems created by this Administration, it remains to be seen whether the pay promised to Unit 6 for this year will happen.

In reading the letter further, you will note that the State "agrees" with CCPOA's complaint regarding the "omission" of the vice presidents' leave (VPL) in the last best and final. As a result, this section of the LBF will presumably be honored by the State. That remains to be seen.

Of particular note is the closing paragraph where the State claims to have rendered our "entire complaint moot" by the actions described above. How insightful and benevolent of them. In actuality, our complaint covers issues which are not economic; as does the complaint issued by PERB. The best example of this being the post and bid that is being forced upon us at this very moment. This process, as being implemented, clearly violates section 3517.8-i.e. the State is imposing "terms and conditions of employment" of a non-economic nature for a period exceeding the annual budget year. The statute that PERB has charged the State with violating is not limited to "economic" issues as the DPA is trying to claim. The PERB charge clearly states: *By implementing terms and conditions for a three year duration, Respondent acted contrary to the provisions of Government Code sections 3517 and 3517.8, and thus violated Government Code section 3519(c).* No limitation to "economic" issues as the DPA letter claims, but **ALL TERMS AND CONDITIONS**, which would clearly include post and bid for one.

In summary, Unit 6 has been lied to again by this Administration, and here it is trying to shift responsibility for that to CCPOA. We filed a complaint, a charge was issued, and now they retaliate by taking away the money, but continue to go forward with everything else. Further evidence as to why we were unable to reach an agreement. The offer changed every time we questioned it, and even after imposing it on us, it continues to change. Also recall that we were never offered anything but a multiyear package contract, something they knew we couldn't agree to.

Chuck