

755 Riverpoint Dr., Ste. 200 • West Sacramento, CA 95605-1634 • (916) 372-6060

May 19, 2008

Dave Gilb, Director  
Department of Personnel Administration (DPA)  
1515 "S" Street North building, Suite 400  
Sacramento CA 95811-7528

Re: State's Agreement to Return to the Bargaining Table

Dear Mr. Gilb,

I write to respond to Ms. Rodriguez's letter of May 7, 2008 and to memorialize commitments made by DPA representatives to CCPOA through PERB Board Agent Roger Smith at the early settlement conference held on May 9, 2008.

#### **DPA Representations and Commitments**

Based on the letter from Ms Rodriguez of May 7, 2008, and DPA's commitments, as represented by Mr. Smith at the recent PERB Settlement Conference, CCPOA understands the following:

1. DPA agrees to return to the bargaining table to meet and confer in good faith over all appropriate bargaining subjects, *economic and non-economic*, in an effort to agree to a successor memorandum of understanding to the 2001-2006 "purple contract" and subsequent amendment in 2004.
2. DPA agrees that CCPOA is free to choose to litigate PERB Charges 1621-S and 1665-S, and all other CCPOA PERB charges currently or hereafter filed, to decision due to the important legal questions they present for both sides.
3. The parties agreed that the hearing on the merits of Charge 1665-S will take place on June 23, 2008.

If the above does not accurately state your commitments please advise me immediately. If you do not advise me of any inaccuracies in numbers 1,2, and 3 above by close of business today, May 19, 2008, then I will assume that each point is correct.

CCPOA maintains all of its legal positions concerning the illegality of the LBFO and the duty of the State to return to the bargaining table due to changed circumstances as well the unfair practice charges that PERB has already issued complaints on.

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### **DPA's Positions on Where we are Bargaining From**

For these negotiations to have any reasonable chance of succeeding, CCPOA believes it is important to clarify at the outset the position from which DPA is beginning negotiations. From what point in the prior negotiations cycle does DPA intend to resume negotiations?

### **Request for Information**

There are a myriad of uncertainties caused by DPA's unwillingness to provide certain information about the current state of working conditions for Bargaining Unit 6 members. This has been caused by a number of factors including: the fractured and partial implementation of the purported LBFO, the Legislature's failure to approve the LBFO and some legal positions articulated by DPA. For example, in meetings with Special Master John Hagar regarding the Madrid case, DPA took the position that the LBFO means what DPA intends it to mean, notwithstanding whether such intent was ever articulated by CCPOA at the bargaining table. CCPOA requests production from the State of what the State considers to be the rules governing all terms and conditions of employment at the current time. Please do not direct us to web sites. We request one set of documents responsive to these questions. You should also consider this a request for the State to furnish information under the Dills Act. Specifically,

1. What sections/provisions/versions of the LBFO have been implemented? Please provide copy of each section and each and every variance DPA authorized at the institutional level;
2. What sections of the Government Code normally superseded by an MOU have been implemented as work rules? If any sections are not being implemented, please state the authority you rely on to support your decision not to implement each section;
3. Please provide any and all other work rules or policies which affect or define the terms and conditions of employment for Bargaining Unit 6 members.

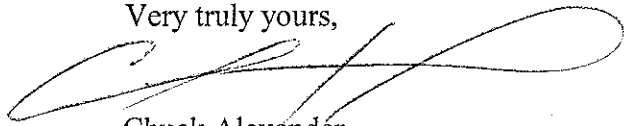
CCPOA must receive the requested information very promptly to have any real opportunity to discover the exact status of existing terms and conditions of employment. Without this knowledge we are hard pressed participate in meaningful negotiations.

Thank you for your concession regarding returning to negotiations. We expect a prompt response to the questions posed herein as well as the information request. DPA's cooperation will go far in demonstrating that it intends to resume good faith negotiations. Failure to act promptly will demonstrate that DPA intends to return to the behavior which ultimately destroyed negotiations

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last year and has resulted in the issuance of multiple PERB complaints. We remain cautiously optimistic that good faith negotiations may be possible between CCPOA and DPA.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Chuck Alexander', with a large, stylized flourish extending to the left.

Chuck Alexander

cc: Matthew Cate, Esq. Secretary  
California Department of Corrections and Rehabilitation  
1515 S Street, South Building, Room 501  
Sacramento, CA 95811