

**DEPARTMENT OF PERSONNEL ADMINISTRATION**

LABOR RELATIONS DIVISION  
1515 "S" STREET, NORTH BUILDING, SUITE 400  
SACRAMENTO, CA 95811-6614



***Sent via US Mail & Email***

May 21, 2008

Chuck Alexander  
California Correctional Peace Officers Association  
755 Riverpoint Drive, Suite 200  
West Sacramento, CA 95811

***Re: Response to Your Letter Dated May 19, 2008***

Dear Mr. Alexander:

This letter is sent in response to your letter of May 19, 2008 to DPA Director Dave Gilb.

Regarding your point No. 1, CCPOA's understanding is *not* correct. DPA has invited CCPOA to sunshine both economic and non-economic proposals by May 22, 2008. Upon receipt of CCPOA's sunshine proposals, DPA will respond to those proposals on June 5, 2008, following which DPA has agreed to begin negotiations with CCPOA for a new Memorandum of Understanding (MOU) addressing both economic and non-economic terms. The MOU to be negotiated between the State and CCPOA is *not* a successor MOU to the 2001-2006 MOU, as amended, as CCPOA's legal counsel previously has acknowledged. That MOU ceased to have any legal force or effect when impasse was declared and DPA began implementing the terms of its LBFO. As for the starting point of these negotiations, each and every item to be incorporated into a new agreement must be negotiated and agreed to by the parties.

Regarding your point No. 2, CCPOA's understanding is not correct. DPA has never "agreed" that CCPOA is free to litigate anything. What CCPOA chooses to litigate is CCPOA's decision. DPA will continue to vigorously defend and oppose CCPOA's litigation both at PERB and in the courts.

Regarding your point No. 3, PERB set the hearing date in Charge 1665-S for June 26, 2008, after the parties failed to reach any settlement at the Informal Conference on May 9, 2008.

Regarding your requests for information, the following is our response:

In response to Request No. 1, CCPOA is well aware, and already has multiple copies, of the State's implemented terms. The implemented terms have been matter of public record since DPA provided the list to CCPOA on September 18, 2007. CCPOA has made reference to these implemented terms in actions before PERB and in the courts. Thus, CCPOA already has been provided with voluminous documentation of the various roll-outs of the implemented terms of the LBFO. Furthermore, your request is unclear in terms of what you are seeking through the use of the phrase "every variance DPA authorized at the institutional level." Please clarify what you are seeking from us.


Chuck Alexander  
May 21, 2008  
Page 2

In response to Request No. 2, this is not a request for information. Rather, this is a request for a legal opinion or conclusion that DPA is not required to provide.

In response to Request No. 3, this request is too indefinite and overbroad to enable DPA to respond. Please specify those specific work rules or policies CCPOA is seeking that have not already been provided.

DPA looks forward to receipt of CCPOA's sunshine proposal on May 22, 2008. DPA also looks forward thereafter to commencing good faith negotiations with CCPOA to achieve a new MOU between the parties.

Sincerely,

  
Kristine Rodrigues  
Sr. Labor Relations Officer