



CALIFORNIA STATEWIDE LAW ENFORCEMENT ASSOCIATION

THE VOICE OF LAW ENFORCEMENT, PUBLIC SAFETY & CONSUMER PROTECTION

November 4, 2008

AFFILIATES

Association of Conservation
Employees

Association of Criminalists-
DOJ

Association of Deputy
Commissioners

Association of Motor Carrier
Operations Specialists

Association of Motor Vehicle
Investigators of California

Association of Special
Agents-DOJ

California Association of
Criminal Investigators

California Association of
Food & Drug Investigators

California Association of
Fraud Investigators

California Association of
Regulatory Investigators and
Inspectors

California Association of
State Investigators

California Fish & Game
Wardens Association

California Organization of
Licensing Registration
Examiners

CHP-Public Safety
Dispatchers Association

Fire Marshal's & Emergency
Services Association

Hospital Police Association
of California

State Employed Fire Fighters
Association

State Park Peace Officers
Association of California

VIA HAND DELIVERY

Les Chisholm, Division Chief
Public Employment Relations Board
1031 18th Street
Sacramento, CA 95811-4124

**Re: *Guy Thomas Chrisos v. California Statewide Law Enforcement
Association; Unfair Practice Charge No. SA-CO-431-S***

Dear Mr. Chisholm:

The following is California Statewide Law Enforcement Association's
(CSLEA) position statement relative to the above charge.

Charging Party is a member of CSLEA. In approximately September 2007, an organization known as the Peace Officers of California (POC) initiated a campaign to sever the peace officer members of Bargaining Unit 7 who are currently represented by CSLEA. On or about October 4, 2007, the CSLEA Board of Directors expressed in writing CSLEA's opposition to the severance and determined it would diminish the bargaining strength of CSLEA on behalf of Unit peace officers and non-peace officers. (A true and correct copy of the letter signed by the CSLEA Board of Directors is attached hereto).

In approximately mid-August 2008, Charging Party contacted another Park Ranger by telephone at her home residence and chastised her for not signing a card in support of the POC severance campaign. In the conversation Charging Party stated words to the effect: "Only a fucking idiot would not support it [severance]." Days later Charging Party left the same Park Ranger a voice message inquiring why Charging Party had not received a signed severance card from her.

As a direct result of Charging Party's active support of the severance campaign, on October 16, 2008, the CSLEA Disciplinary Committee issued a Notice of Intent to Impose Discipline to him. (A true and correct of the notice was submitted as an attachment to the Unfair Practice Charge filed by the Charging Party with PERB on October 23, 2008). The notice advised Charging Party of his right to appear before the Disciplinary Hearing Committee prior to the imposition of any penalty and included the relevant provisions of the CSLEA Constitution and the Standing Rules thereto. (These provisions were likewise included as attachments to the Unfair Practice Charge).

2029 H STREET, SACRAMENTO, CA 95811
PH: (916) 447-5262 / FAX: (916) 447-1583 / TOLL FREE: (800) 522-2873
<http://www.cslea.com>

Mr. Chisholm
November 4, 2008
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On or about October 23, 2008, Charging Party requested a hearing before the CSLEA Disciplinary Hearing Committee. (A true and correct copy of the request to appear is also attached to the Unfair Practice Charge).

Pursuant to Article XX, Section 2(c) of the CSLEA Constitution, discipline may be imposed against any member who engages in "[a]ny activity which assists or is intended to assist a competing organization within the jurisdiction of CSLEA." It is without question, the attempt by POC to sever approximately forty percent (40%) of the bargaining unit represented by CSLEA makes POC a competing organization within the jurisdiction of CSLEA. It also appears Charging Party's inclusion in the POC newsletter would constitute activity which is designed to assist a competing organization within the meaning of the CSLEA Constitution. However, it is incumbent upon the CSLEA Disciplinary Hearing Committee to evaluate any defense to the allegation the Charging Party might introduce at hearing prior to reaching any decision on whether to impose punishment and, if so, the extent of the punishment to be imposed.

As you are well aware, Government Code § 3515.5 provides in relevant part:

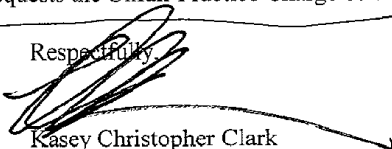
"Employee organizations may establish reasonable restrictions regarding who may join and may make reasonable provisions for the dismissal of individuals from membership."

PERB has previously recognized that employee organizations have the right to penalize its members for violation of the rules of the employee organization. *Pittman v. CDF Firefighters*, PERB Decision No. 1815-S. The right to punish a member for "dual unionism" has also been recognized by the California courts, see *Anderson v. Los Angeles County Employee Relations Com.* (1991) 229 Cal App. 3rd 817.

CSLEA is merely recognizing a right contained in its Constitution and Standing Rules and supported by law to investigate and on findings of violation of its rules, to impose an appropriate penalty.

Based on the foregoing, CSLEA requests the Unfair Practice Charge be dismissed.

Respectfully,


Kasey Christopher Clark
General Manager/Chief Counsel
California Statewide Law Enforcement Assn.

KCC/se
Enclosure
cc: Severance Discipline File



CALIFORNIA STATEWIDE LAW ENFORCEMENT ASSOCIATION

THE VOICE OF LAW ENFORCEMENT, PUBLIC SAFETY & CONSUMER PROTECTION

October 4, 2007

AFFILIATES

Association of Conservation Employees
Association of Criminalists-DOJ Commissioners
Association of Deputy Commissioners
Association of Motor Carrier Operations Specialists
Association of Motor Vehicle Investigators of California
Association of Special Agents-DOJ
California Association of Criminal Investigators
California Association of Food & Drug Investigators
California Association of Fraud Investigators
California Association of Regulatory Investigators and Inspectors
California Association of State Investigators
California Fish & Game Wardens Association
California Organization of Licensing Registration Examiners
CHP-Public Safety Dispatchers Association
Fire Marshal's & Emergency Services Association
Hospital Police Association of California
State Employed Fire Fighters Association
State Park Peace Officers Association of California

Re: *Severance Campaign against California Statewide Law Enforcement Association (CSLEA)*

Dear Unit 7 Member:

The former President of the California Fish and Game Wardens Association (CFGWA) has initiated a campaign to sever the peace officer members from the non-peace officer members of Bargaining Unit 7. The CSLEA Board members who represent Unit 7 peace officers are united in our message that the severance effort is ill-conceived, deceptive and will adversely effect the upcoming negotiations for a new Unit 7 Contract.

The genesis of the severance campaign was CFGWA's dissatisfaction over the pay increases they received in the last contract – raises which amount to 25% of their salary. CFGWA spent numerous hours lobbying for warden (not peace officer) salary increases and its leadership came to believe they were going to receive 50% raises. In a political climate which is controlled by an administration which is no friend of labor, this was a naive assumption. When the agreement was reached to provide them with a 25% increase, CFGWA criticized CSLEA for “spreading out their monies” and giving it to other Unit 7 groups (CFGWA Exposé, Feb. 28, 2007, pg 99, 30th paragraph). CFGWA's representative at the bargaining table, Warden Joe Mello, was also critical of the State Park Rangers receiving identical salary increases.

CFGWA now claims that had the wardens been in a unit comprised solely of peace officers, they would have received their 50% raise – although we've seen no evidence to support this. In fact, the Legislative Analyst's Office and the Governor's recent veto message have recommended against further salary increases for wardens.

CFGWA contends that the non-peace officer members of the bargaining unit are somehow holding back the peace officers from receiving higher pay. However, under the last contract, peace officer members received at least 16.9% increases, and in the case of the special agents, rangers and wardens, 25% increases. Most of the Unit 7 non-sworn received the same increases as the SEIU-represented units. There is absolutely no reason to believe that had the Unit 7 peace officers and non-peace officers been in separate units at the time the last agreement was negotiated, the raises would have been any more substantial for peace officers.

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Although the concept of a peace officer-only unit may initially sound appealing, the realities of severing the unit will only serve to diminish the bargaining strength of peace officers and non-peace officers alike. In the short term the severance campaign will likely delay a new collective bargaining agreement, as it is unlikely DPA will desire to reach an agreement while the issue is being litigated.

A severance campaign will deprive CSLEA of the opportunity to build on the last contract, a re-opener which provided for substantial salary increases which is without precedent in the State of California. Based on the last set of negotiations, CSLEA understands the market-based methodology DPA uses for determining pay increases and we have added former CCPOA President Don Novey to our consulting team to assist us in achieving our goals.

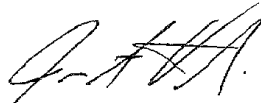
Separating peace officers from CSLEA would also have dramatic effects in terms of political influence. The new peace officer unit would start from zero without the benefit of CLSEA's political action funds. Likewise, although CSLEA would maintain its existing reserves, the loss of members would dramatically reduce the amount of political action funds which could be generated in the future. As many of you are aware, a bargaining agreement which has been negotiated must still be approved by the Legislature. The CSLEA leadership understands the importance of political action and that is why a substantial portion of your dues is dedicated exclusively to this purpose.


Finally, even a successful severance would not mean the former Unit 7 peace officers would be represented by peace officers. A recognition election would be required and there is little doubt groups like the Teamsters will descend like vultures on an unrepresented group of State employees.

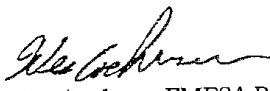
These are just a few reasons for why severance is not in best interest of Unit 7 peace officers – or non-peace officers. **Bargaining starts in five months!** It is time to stand united, and go into bargaining with a plan which will provide for the additional compensation our members deserve.

Signed,

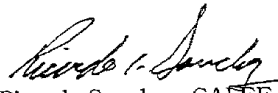
CSLEA Board of Directors
of Affiliates Representing Peace Officers

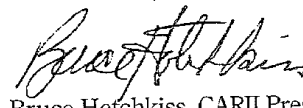

Jim Vitko, ASA-DOJ President

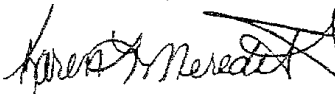

Laura Campos, CA CI President

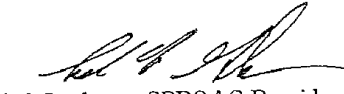

Wes Cochran, FMESA President

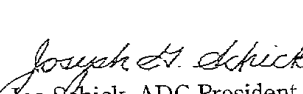

Richard Carrillo, AMVIC President

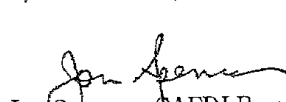

Ricardo Sanchez, CALEE Director


Bruce Hotchkiss, CARII President


Karen Meredith, HPAC President


Sal Goshorn, SPPOAC President


Joe Schick, ADC President


Jon Spencer, CAFDI President


Keith Cook, CAFFI President


Shelley Bishop, CASI President

DECLARATION OF PERSONAL SERVICE

I, Sherri Elrod, declare:

I am employed in the County of Sacramento, California. I am 18 years of age or older and not a party to the within entitled cause; my business address is 2029 "H" Street, Sacramento, CA 95811.

On November 4, 2008, I served the attached

POSITION STATEMENT

(Guy Thomas Chrisos v. California Statewide Law Enforcement Association; Unfair Practice Charge No. SA-CO-431-S)

in said cause, by giving a true copy thereof to:

LES CHISOLM
Division Chief
Public Employment Relations Board
1031 18th Street
Sacramento, CA 95814

GUY THOMAS CHRISOS

Sent via mail
(1013(a), 2015.5 CCP)

I declare under penalty of perjury that the foregoing is true and correct. Executed in Sacramento, California, on:

November 4, 2008
Date



Sherri Elrod