

Passed 6/30/04  
7:00

**Addendum to 2001-2006 MOU between the State and CCPOA:**

The State and CCPOA have reached an agreement to amend the 2001-2006 MOU in order to provide fiscal relief to the State for fiscal years 2004-2005 and 2005-2006.

CCPOA agrees to provide the State with \$108,000,000 in savings in the following manner; In lieu of the scheduled pay raises under the law enforcement methodology, CCPOA agrees to:

**1. Fiscal Year 2004-2005**

- a. Under the Law Enforcement Methodology contained in the July 1, 2001-July 2, 2006 MOU, CCPOA is scheduled to receive a 10.9% general salary increase, effective July 1, 2004. CCPOA agrees to defer 5.9% of this scheduled increase to January 1, 2005, and accepts a general salary increase of 5% effective July 1, 2004.
- b. Effective January 1, 2005, CCPOA agrees to continue to defer 0.9% to June 30, 2006, and accepts a general salary increase of 5% on January 1, 2005.

**2. Fiscal Year 2005-2006**

- a. Effective July 1, 2005, employees will receive a general salary increase equivalent to that provided by the Law Enforcement Methodology, but not less than 5%. If the Law Enforcement Methodology would produce a general salary increase of less than 5%, the State may adjust its contributions to the POFF II funds by the difference.
- b. In addition to any adjustment of the POFF II fund specified above, CCPOA agrees to suspend payments into the POFF II account for the FY 2005-2006 in an amount necessary to achieve a \$108,000,000 in savings over two years. This amount is currently estimated at approximately 1%.
- c. Effective June 30, 2006, CCPOA would receive a general salary increase equal to 0.9%.

**3. Tie Back July 1, 2006**

The State and the California Correctional Peace Officers Association agree that the Law Enforcement Methodology agreement dated 12/12/01 establishing a total compensation difference between units 5 and 6 of \$666 is hereby suspended for the term of this amendment for the purposes of total compensation decreases only. The Law Enforcement Methodology agreement will be reestablished in full on July 1, 2006. The State and CCPOA agree that the samples used in this Law Enforcement Methodology agreement are not all inclusive of total compensation.

*A. Weiss*  
6-30-04  
9:30 pm

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@ 0930 P.M.  
Tad

CONTINUOUS APPROPRIATION

The State agrees to recommend to the Legislature that the following be included in the ratification of the Addendum:

It is hereby appropriated from all appropriate fund sources, the amount necessary to satisfy the economic terms for employee compensation for employees included in the State Bargaining Unit 6, for the term of the Unit 6 Memorandum of Understanding which expires July 2, 2006 as modified by this Addendum dated June 30, 2004.

None of the salary concessions contained in this agreement will become effective unless this addendum is ratified in legislation containing continuous appropriation for the balance of the agreement.

It is understood by the parties that the exact language of the continuous appropriation may be modified by the Legislative Counsel to implement this intent.

*TAD 6-30-04*  
*@ 9:38 P.M.*  
*J.V.V.*

*A. Weiss*  
*6-30-04*  
*9:38 pm*

Passes 6/30/04  
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### CDC/CYA VIDEO ACCESS

**RELEASE:**

Upon request, the departments will release copies of video taped incidents with wards or inmates for the purposes of CCPOA public relations efforts.

The departments may delay issuance of a video while an administrative proceeding is in progress, but shall provide such video upon conclusion of such proceeding no later than 12 months from date of incident. For criminal investigations, video tapes will be released upon rejection of the District Attorney or completion of the criminal proceedings.

**TRAINING ASPECT:**

The departments agree to utilize actual video footage from various incidents in either department for the purposes of interactive training including but not limited to subjects such as Disturbance Control, Use of Force and Cell Extractions. The estimated implementation date is January 1, 2005. This implementation date is based on allowance for the departments to view video footage and prepare lesson plans.

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@ 9:30 AM  
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A. Wein  
6-30-04  
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## CYA Closures

This represents a full and complete understanding of the parties at the conclusion of discussions relating to the disbursement of funds for the closures of the Northern Youth Correctional Reception Center and Clinic, Ventura Youth Correctional Facility (male portion only), Fred C. Nelles Youth Correctional and Mount Bullion facilities as outlined below:

- A sum of \$600,000 dollars will be dispersed to any of the BU 6 rank and file employee who was impacted in any of the aforementioned closures.
- The manner of distribution of the \$600,000 will be determined by CCPOA and CYA at a later date.
- The distribution will not exceed the amount of \$600,000 dollars and not to exceed \$5,000 per employee.

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*@ 9:30 AM.*  
*D. V. K. K.*  
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*6-30-04*  
*9:30 AM*

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## No Layoffs

### CDC:

The State and the California Correctional Peace Officer Association (CCPOA) agree that there will be no layoffs, including a change of time base (i.e. permanent full-time to PIE), of Unit 6 employees during the term of this MOU, barring a change in the law that prompts a significant reduction (6% or more using the July 1, 2004 population as the base for comparison) of the inmate population.

### CYA:

The State and the California Correctional Peace Officers Association agree if there is a significant reduction in the ward population that would normally result in a layoff - the CYA BU 6 members will be placed in a CYA and/or a CDC facility/institution, without a change of time base, (i.e. permanent full-time to PIE.) CYA BU 6 employees transferring to CDC will be provided the P.C. 832.5 training.

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YOUTH AND ADULT CORRECTIONAL AGENCY

PROPOSED LANGUAGE

TRANSFER OF PEACE OFFICERS BETWEEN DEPARTMENTS

6/13/04 6:45 p.m.

Section \_\_\_\_\_. (a) Notwithstanding any other provision of law and subject to the provisions of subdivision (h), any employee of a department, board, or commission under the jurisdiction of the Youth and Adult Correctional Agency, who is designated as peace officer described in Chapter 4.5 (commencing with Section 830) of Title 3 of Part 2 of the Penal Code, may transfer from his or her current position to another department, board, or commission under the jurisdiction of the Youth and Adult Correctional Agency.

(b) Any peace officer who desires to transfer to another department, board or commission pursuant to subdivision (a), and who is prohibited from carrying a firearm as described in paragraph (8) of subdivision (g) or Section 922, Title 18 of the United States Code, or Section 12021 of the Penal Code may not transfer to a department, board, or commission that requires the use of a firearm.

(c) Any peace officer who desires to transfer to another department, board or commission pursuant to subdivision (a) to a position requiring the ability to carry a firearm as determined by the department, board, or commission, and who has not completed the required course or courses of training pursuant to Section 832 of the Penal Code, must successfully complete the required training before appointment to his or her new peace officer position.

(d) Any peace officer who desires to transfer to another department, board or commission pursuant to subdivision (a) shall not be required to undergo psychological screening pursuant to subdivision (a) of Section 13601 or subdivision (f) of Section 1031 of the Government Code, unless the Secretary of the Youth and Adult Correctional Agency makes a determination that a peace officer must undergo all or a portion of an additional psychological screening as described in subdivision (a) of Section 13601. However, the provision of Section

A. Weiss  
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1031.5 of the Government Code shall apply to any peace officer employed prior to September 13, 1982.

(e) Any peace officer who has successfully completed a course of training pursuant to Section 13602 of the Penal Code and who transfers to another department, board, or commission pursuant to subdivision (a) shall not be required to complete a new course of training pursuant to Section 13602 of the Penal Code. However, each department, board, or commission may prescribe additional training to be provided to an employee who transfers pursuant to subdivision (a) and shall provide that training within the first six months of appointment to his or her new peace officer position.

(f) Any peace officer who transfers to another department, board, or commission pursuant to subdivision (a) shall not be required to undergo a new background investigation pursuant to Section 1029.1 of the Government Code.

(g) Nothing in this section shall affect an employee's seniority calculation as provided for under current law or any memorandum of understanding between the State and any applicable bargaining unit agreement in effect upon the effective date of this section.

(h) The provisions of this section shall only take effect when the Secretary of the Youth and Adult Correctional Agency certifies in writing that it is necessary to prevent or minimize employment actions including, but not limited to, layoffs, demotions, reductions in time base, or involuntary transfers of employees. In addition, the Secretary of the Youth and Adult Correctional Agency shall have the sole authority to designate any or all departments, boards or commissions eligible to have its peace officer employees transfer pursuant to subdivision (a), and any or all departments, boards or commissions that shall accept peace officer employees under the provisions of this section.

(h) This section shall become effective \_\_\_\_\_.

*JV*

Yasser Alouf  
6:45

**Chapter President Release**

The local Chapter President will schedule one day per week out of post to assist in maintaining harmonious labor/management relations and grievance issues. The individual will provide a written schedule to management detailing the day of the week and watch, three (3) days in advance of the 28 day work period. Any change to this schedule will be submitted three (3) days in advance. These time frames can be mutually waived. Individuals must sign in and out at a mutually agreed upon location. If the representative is directed to respond for custodial duties, the number of O.B. hours to be charged will be reduced in a four or eight hour block, dependent upon incident duration. These hours shall be rescheduled by the CCPOA Chapter President who will submit the new schedule to management.

Should a dispute arise the issue will be brought to the respective CCPOA Vice President and the Departmental Chief of Labor for resolution.

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@ 930  
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## Community College Training for Peace Officers

The State and the California Correctional Peace Officers Association agree to establish a committee comprised of one representative from the Directorate level and one representative from CCPOA. The committee shall be charged with the following:

- Meet with the Community College system to determine the scope of requirements for establishing a program where training required by the MOU will be provided by community colleges and be college accredited.
- In collaboration with the Community College, the committee will be responsible to designate staff to work with the community college representative in development of the training.
- Require the staff representatives to present bi-monthly updates on the progress it has made and whether the January 1, 2006 implementation date will be met.
- Should CCPOA believe that adequate progress is not taking place, they may elevate their concerns to the Agency Secretary for resolution.
- The committee may extend the implementation date by mutual agreement.

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@ 9:30 P.M.

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## San Quentin/Education Program/Recidivism Study

The State of California and the California Correctional Peace Officers Association agree to establish a joint labor-management committee with equal representation to be appointed by the respective parties.

The committee will be charged with the responsibility of establishing, developing and implementing a plan to assess the impact of inmate success and or recidivism rates relative to the San Quentin (SQ) program titled "Prison University Project."

The committee shall assess and monitor this program and inmate success for a minimum of two (2) years.

As the committee identifies additional resources (i.e., PYs that can be redirected), it may recommend that the current SQ program be expanded, including an expansion of the student pool, in order to provide a more realistic assessment of the program's success rate.

The State agrees it is committed to supporting additional resources via the budget process for future budget years, as the committee reports success/progress of the program.

If this program is deemed successful, this program may be expanded to other institutions.

Should issue arise that cannot be resolve at the committee level, they may be elevated to the Agency Secretary for resolution.

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## Management Benefits Bargaining Proposal Rural Subsidy

The State and the Union agree that in those areas/counties which CalPERS has defined as "rural" because no CalPERS HMO plan is available for enrollment in the area, Unit 6 members who are enrolled in a CalPERS-sponsored PPO plan shall be eligible for the Rural Health Care Equity Program (RHCEP). Unit 6 members enrolled in a CalPERS-contracted HMO plan, including an HMO plan offered by the CCPOA Health Benefit Trust, will not be eligible for the RHCEP.

Effective January 1, 2005, the parties agree that in those areas/counties which CalPERS has defined as "rural" because no CalPERS HMO plan is available for enrollment in the area, Unit 6 members who are enrolled in a CalPERS-sponsored PPO plan shall be eligible for the following Rural Subsidy Program.

The program shall operate as follows:

- A. The State shall pay \$100 per month to each eligible Unit 6 member (employee) as a subsidy of the higher health care expenses of PPO plan members. In addition;
- B. Any monies remaining in the RHCEP fund, as described in the current Unit 6 contract (July 1, 2001 through July 2, 2006), Section 13.10, for Unit 6 members, for purposes of this contract shall be known as the "available pool". The available pool is defined as the balance of monies remaining in the Unit 6 RHCEP pool as of January 1, 2005, and shall be used for reimbursement of deductible, co-insurance, and physician co-payment expenses up to \$1500 per fiscal year incurred by the eligible state employee.
- C. Members are required to submit an RHCEP claim form along with a copy of their Explanation of Benefits document in order to receive reimbursement of deductible, co-insurance, and physician co-payment expenses from the available pool.
- D. Reimbursement from the available pool shall continue until the available pool is exhausted. Claims up to \$1500 per eligible member shall be processed on a "first come" basis.
- E. For eligible expenses incurred in excess of \$1500, claims will be held until the close of the fiscal year. At that time, these excess claims shall be paid on a pro-rated basis to Unit 6 members until the funds in the available pool are exhausted.
- F. Upon exhaustion of the available pool the State shall pay \$125 per month to each eligible unit 6 member as a subsidy for the higher health care expenses of PPO plan members
- G. The program shall be administered by the Department of Personnel Administration.
- H. The CalPERS Board shall determine the rural areas for each subsequent year at the same meeting when the board approves premiums for HMOs.
- I. Enrollment for the rural subsidy shall be automatic, based on the employee's residence address and health plan choice as maintained by the State Controller's Office.
- J. It is the responsibility of the employee to establish and maintain accurate address and health plan information in order to receive the rural subsidy.

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6:02  
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X. The State agrees to support the California Correctional Peace Officers Association, by cooperating in a joint effort, exploring, developing and implementing improvements to employee health care, to reduce costs while maintaining adequate services.

**Agreement between the  
California Correctional Peace Officer Association  
and the  
State of California  
regarding the  
Amendment of the Bargaining Units 6  
Memorandum of Understanding  
July 1, 2001 through July 2, 2006**

This agreement represents the full and complete understanding reached between the parties concluding on June 30, 2004.

It is agreed and understood by each party to this agreement that the interpretation, and application of this agreement may be grieved under Section 27.01. The economic and health benefit provisions may be elevated directly to the 4<sup>th</sup> level of the grievance procedure. The remainder may be elevated directly to the 3<sup>rd</sup> level of the grievance procedure.

*T.A.D. 6-30-04  
@ 9:30 P.M.  
T.V.R.*

*A. W. W. W.  
6-30-04  
9:30 P.M.*

Passed 6/30/04  
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**GRIEVANCE WITHDRAWAL**

**The California Correctional Peace Officers Association agrees to withdraw the grievance filed to the Department of Personnel Administration relating to the disparity in compensation as a result of the California Association Highway Patrol's lunch hour.**

  
6-30-04 e90p.c.  
J.V. [unclear]