

STATEWIDE AGREEMENT BETWEEN THE
CALIFORNIA CORRECTIONAL PEACE OFFICERS ASSOCIATION (CCPOA) AND
THE CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION (CDCR) REGARDING THE
IMPLEMENTATION OF BODY-WORN CAMERAS AND EXPANSION OF AUDIO/VIDEO SURVEILLANCE
SYSTEMS AT THE CALIFORNIA INSTITUTION FOR WOMEN, CALIFORNIA STATE PRISON, CORCORAN,
KERN VALLEY STATE PRISON, CALIFORNIA STATE PRISON, LOS ANGELES, AND
THE SUBSTANCE ABUSE AND TREATMENT FACILITY AND STATE PRISON, CORCORAN
(CDCR LOG #21-048-0, CALHR #3460, CCPOA NG# 46212)

This Agreement represents the full and complete understanding reached by and between the parties at the conclusion of the Meet and Confer negotiations on March 3, 2022, regarding the implementation of the Body-Worn Cameras (BWC) and expansion of Audio/Video Surveillance Systems (AVSS) at the California Institution for Women (CIW), California State Prison, Corcoran (COR), Kern Valley State Prison (KVSP), California State Prison, Los Angeles County (LAC), and the Substance Abuse Treatment Facility and State Prison, Corcoran (SATF). This Agreement becomes an addendum to the current State Bargaining Unit 6 Memorandum of Understanding, in effect from July 3, 2020, through July 2, 2023, Article 27, Section 27.01.

1. The State shall make a good faith effort to provide structured, meaningful, interactive training to all available BU 6 staff at an institution utilizing BWC's on the BWC policy/ procedure prior to implementation.
2. The parties agree that posts requiring a BWC shall be identified and notated on all relevant FLSA's and the Institutional MAR at all CDCR Institutions utilizing BWC's, utilizing existing funds, materials and resources.
3. The parties agree that the local CCPOA Chapter President, or designee, at all CDCR institutions utilizing BWC's, shall be notified if a BU 6 post BWC designation changes.
4. The parties agree that the local Chapter President, or designee, upon request through the local Labor Relations Office, shall be provided the BWC meta-data and AVSS/BWC footage system access logs for their institution.
5. Upon request of the local CCPOA chapter, the State shall provide eight (8) hours of Official Business (OB), for up to two (2) local representatives, to conduct a meet and discuss regarding the BWC policy/procedure within thirty (30) days of implementation. Any request to alter/revise the local BWC policy/procedure shall first be elevated to DAI for consideration and final determination. If local management and the local CCPOA representatives are unable to resolve issues, related to the local BWC policy/procedure, the issue will be elevated to the Statewide table to address the unresolved issues, no later than ninety (90) days from implementation.
6. The parties agree BWC refresher training shall be added to the Off-Post Training Schedule of each CDCR institution utilizing BWCs.
7. The parties agree, in the rare circumstances when a BU 6 member has not received the CPOST approved BWC training, the BU 6 member may not activate their BWC until the approved CPOST BWC power point training has been provided. Training is to be provided to the BU 6 member by a T4T instructor by the end of the shift.
8. The parties agree that local management reviews of BWC footage of a particular BU 6 employee's involvement in an incident/allegation will normally be limited to the period of time that the employee was actively involved in the incident/allegation.

9. CDCR agrees to notify CCPOA's Chief of Labor upon an expansion of the BWC/AVSS functionality.
10. The parties agree when a BU 6 member makes an approved emergency phone call, the BWC shall be deactivated until the call has ended.
11. During an institutional medical assessment, appointment, or consultation wherein a BU 6 member has appropriately deactivated their BWC, the parties agree that if an inmate becomes assaultive or disruptive the BU6 member shall re-activate their BWC, when reasonably able to do so.
12. For purposes of extracting BWC/AVSS video footage, as the evidence needed for a CDCR 837 or serious rules violation, the parties agree that designated ISU staff shall extract only the video directly related to the incident.
13. The parties agree BU 6 members shall be indemnified from any personal liability that arises from capturing any patient health information, in whatever format whether audio or video on the Body-Worn Camera.
14. The parties agree BWC recordings of actual incidents shall not be utilized for training purposes. BWC recordings of training exercise(s) (e.g. alarm response simulations, emergency medical response drills, etc.) are authorized for training purposes.
15. The parties agree additional magnetic mounts for the BWC shall be readily available at each BWC institutions Watch Commander's office or a predetermined location already approved, with 24 hour access by local management to issue a BWC magnetic mount utilizing existing funds, materials, and resources.
16. Upon request of the local CCPOA chapter, the State shall provide eight (8) hours of Official Business (OB), for the local Chapter President, or designee, to conduct a meet and discuss regarding the AVSS policy/procedure within ninety (90) days of implementation. Any request to alter/revise the local AVSS policy/procedure shall first be elevated to DAI for consideration and final determination. If local management and the local CCPOA representative are unable to resolve issues, related to the local AVSS policy/procedure, the issue will be elevated to the Statewide table to address the unresolved issues, no later than ninety (90) days from implementation.
17. BWC/AVSS footage is not to be retained on state computers at institutions utilizing BWC/AVSS any longer than is necessary to complete the intended purpose (i.e. Use of Force Review; Disciplinary Hearing Review).
18. The parties agree should the Chapter President, or designee, submit a grievance on behalf of a BU 6 member to the institutional Labor Relations Analyst (LRA) or the Office of Labor Relations (OLR), the grievance may include a request to view BWC or AVSS footage relevant to that specific grievance. The parties acknowledge confidential information or allegations of misconduct may not be provided. These requests cannot be unreasonably denied.
19. The parties agree that reviews of the Body Worn Camera (BWC) footage initiated from a BWC usage audit shall be limited to the periods that the BWC was activated/deactivated to ensure compliance with the activation/deactivation policy.

20. The parties agree that BWC Audits shall not start until all available BU 6 members receive on-the-job training, reiterating BWC expectations, at the six identified BWC institutions. The inability to train all BU 6 members, shall not postpone implementation.
21. The parties agree that they jointly intend the provisions of this BWC/AVSS Statewide agreement to apply to **all** CDCR institutions utilizing BWC/AVSS technology, whether the technology is currently in use, or as the result of a future implementation. The parties agree to reopen this table, upon the request of either party, if unresolved impact issues should arise as the result of a local meet & discuss conducted under this agreement. The parties agree that this provision is not intended to constitute a waiver of MOU Section 27.01 B, should CDCR make changes not covered during these negotiations. The parties agree they intend the re-opener portion of this provision to remain in force and effect until BWC/AVSS expansion has occurred at all CDCR institutions, plus ninety (90) days.

STATE

/s/

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