

CheckThePolice.org Standard	Evaluation of the Ann Arbor/ AAPOA CBA	Does the Ann Arbor/ AAPOA CBA substantially meet this standard?
<p>A contract should not allow for the disqualification of misconduct complaints that are submitted too many days after an incident occurs or in instances when an investigation takes too long to complete.</p>	<p>The City has the ability to investigate any complaint against any union member as long as the union member is informed within 21 days of the city becoming aware of the alleged misconduct, unless informing the officer would interfere in the investigation.</p> <p>The contract states that the city should attempt to complete an investigation in 14 days, but the City may extend the investigation at its sole discretion if more time is needed.</p>	<p><b>YES.</b></p>
<p>The contract prevents police officers from being interrogated immediately after being involved in an incident or otherwise restricting how, when, or where they can be interrogated.</p>	<p>Police officers involved in an incident are transported back to the PD and are subject to interviews immediately after the incident.</p> <p>All employees of the city, including police, enjoy Garrity Rights which are fifth amendment rights against self incrimination for public employees, upheld by the Supreme Court in <i>Garrity v. State of New Jersey</i> in 1967. The decision states that any self-incriminating evidence provided to the government in an employee disciplinary process cannot be used as</p>	<p><b>YES.</b></p>

	<p>the basis for a criminal complaint. This cannot be bargained away in the CBA.</p>	
<p>The contract allows officers access to information that civilians do not get prior to being interrogated.</p>	<p>Under the contract, police officers are allowed to access their own body cam footage and police reports that they authored to refresh their memory of events. However, they are not allowed access to any other evidence or documentation from an incident unless a disciplinary case proceeds to arbitration at which point an arbiter may compel these documents to be provided.</p>	<p><b>YES.</b></p>
<p>The contract requires cities to pay costs related to police misconduct including giving officers paid leave while under investigation, paying legal fees, and/or the cost of settlements</p>	<p>Police Officers, like all city employees, have qualified immunity that has been granted by the US Supreme Court and cannot be bargained away. This means that if they are conducting their normal job duties and become involved in a legal proceeding related to their duties, the city will cover their legal expenses.</p> <p>However, the contract includes a provision for police that states:          “Indemnification and defense will not be provided for claims arising out of the employee's own willful misconduct or gross negligence or where the employee fails to cooperate</p>	<p><b>YES.</b></p>

	<p>and assist in the employee's defense." Therefore, the city is not obligated by the contract to provide any additional protections for police officers than we are required to under the law.</p> <p>Paid admin leave is only provided prior to a finding of misconduct pursuant to a disciplinary investigation. If misconduct is found, unpaid suspension is a disciplinary option available to the city, and the city may retroactively revoke the paid admin leave that was previously provided.</p>	
<p>The contract Prevents information on past misconduct investigations from being recorded or retained in an officer's personnel file.</p>	<p>The contract does not require instances of police misconduct to be physically removed from an officer's personnel file, nor does it require these records to be destroyed. The city's practice is to retain all documents in the personnel file.</p> <p>The contract states that police discipline may not be factored into progressive disciplinary action if it is more than 24 months old. However, the contract does not require the city to apply discipline progressively in extreme cases, and the new contract language allows the city to waive progressive discipline completely in cases of misconduct related to</p>	<p><b>YES.</b></p>

	<p>excessive use of force, mishandling of a weapon, mishandling of evidence, and integrity related misconduct.</p>	
<p>The contract limits the city's ability to discipline police officers.</p>	<p>The contract does not unreasonably limit the city's ability to discipline police officers.</p> <p>The chief has the ability to suspend a police officer for up to six months without pay—any officer whose discipline is more serious than this would likely be involuntarily terminated.</p> <p>The city is required to adhere to progressive discipline with a look back period of 24 months for minor disciplinary issues, but may waive progressive discipline in extreme cases. For major discipline (excessive use of force, mishandling of a weapon, mishandling of evidence, and integrity related misconduct), the city has no obligation to adhere to progressive discipline.</p> <p>The contract does currently include a traditional binding arbitration provision, however the union and the city have agreed to explore alternatives for disciplinary proceedings.</p>	<p><b>YES – With the potential for greater improvement.</b></p>
<p>The contract limits the capacity of civilian oversight structures and/or the media to hold police</p>	<p>The Ann Arbor/ AAPOA contract does not mention the ICPOC at any point. This is both a detriment and</p>	<p><b>MIXED</b> – Though the city believes that there is an opportunity to make significant progress on this</p>

<p>accountable.</p>	<p>a benefit. It is the city's position that the contract would be improved by mentioning ICPOC and creating a specific process for sharing documents with the board. However, the contract does not specifically limit the city's ability to disclose document to the board either. However, the city believes that there is an opportunity to make significant progress on this issue in a way that could be eventually mutually agreeable with the union during the course of this proposed contract. An exploration of this topic will be provided to the Council in an attorney-client privileged setting.</p> <p>In terms of disclosures to the media, the evaluation of these disclosures are made according to the state's Freedom of Information Act, which requires disclosure in instances where the city determines, pursuant to the balancing test, that a public interest in disclosure exists. The contract cannot limit disclosures in these instances and is therefore a non-factor.</p>	<p>issue in a way that could be eventually mutually agreeable with the union during the course of this proposed contract.</p>
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