



# AAPOA Bargaining Update

Presentation to Council

9/8/2020





# AAPOA Contract

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- Mediation held via Zoom on July 29<sup>th</sup> and in person on August 19<sup>th</sup>. We were able to reach a new tentative agreement.
- Language of contract agreement was written the week of August 24<sup>th</sup>, and communicated to the Union the week of August 31<sup>st</sup>.
- Council Budget and Labor Committee was briefed on August 31<sup>st</sup>, and three members of ICPOC were briefed on September 1<sup>st</sup>.

# Tentative Agreement

## Use of Progressive Discipline

### Tentative Agreement

The union and the city agreed to give the Police Chief the right to waive progressive discipline for the following types of major discipline:

Excessive use of force;  
Mishandling of a weapon; or  
Mishandling of evidence.

If the police chief decides to use progressive discipline for an incident of the type listed above, then the look-back period for discipline history has been extended from two years to four years.

It should be noted that Police Department policy already states that termination is the presumed discipline when it is found that an officer has intentionally lied.

# Tentative Agreement

## Disclosure of Police Personnel Information to ICPOC

### No Agreement

The Union declined to bargain on any proposal related to letting the ICPOC view police personnel records.

The city believes that there are some options for moving forward that might help resolve this issue in the medium term.

Notably, we believe that we have the legal ability to disclose police officer names through the FOIA process (*Lansing Association of School Administrators* decision). However, we would endorse exploring this power as part of a process to reach a mutually agreeable solution with the union at a future date.

# Tentative Agreement

## Binding Arbitration for Discipline

### Tentative Agreement

The union and the city agreed to form a committee to work on a proposal to reform binding disciplinary arbitration after the current TA is adopted.

The union and city are both bound by the agreement to meet and bargain in good faith on this topic.

We believe there may be a mutually agreeable path forward to make some changes to the binding arbitration process, but the negotiation of this alternative will take time and neither party wanted it to impede agreement on other issues. It is important to note that at this time there is no agreement on a proposal, only an agreement to keep talking.



# Tentative Agreement

## Cashing out Comp Time

| Union Proposal   | Tentative Agreement  |
|--|--|
| <p>Union members currently have the right to bank up to 160 hours of comp time, and anything they earn over that amount is cashed out quarterly.</p> <p>They have asked to have these overages cashed out monthly instead.</p> | <p>The union and the city verbally agreed to this proposal. There is no economic impact on the city for doing this, it does not affect their cap in any way, nor does it affect their ability to accrue comp time above 160 hours.</p> |

## Change Name of Cell Phone Allowance

| Union Proposal  | Tentative Agreement  |
|---|--|
| <p>Change name of Equipment and Cell Phone Allowance to just Equipment Allowance.</p> | <p>The City agreed to this proposal, but kept the provision requiring officers to answer their phones when called.</p> |

# Tentative Agreement

## Approval of Agreement

### Tentative Agreement

The Union and the City agreed that since the City rejected the prior tentative agreement, the City should be the first to approve this agreement. Therefore, the City will be asked to vote on this agreement on September 21<sup>st</sup> and the Union will be required to vote on the agreement by October 19<sup>th</sup>.

# Summary of Total Agreement

## Summary of Agreement

| Management Rights  | Economic Impacts   |
|--|--|
| <ul style="list-style-type: none"><li>• Chief gains near complete control over training</li><li>• Chief gains complete control over specialty assignments</li><li>• Chief may now suspend an officer without pay for up to six months (from five weeks) and may extend a new officer's probationary period up to six months</li><li>• Chief may waive progressive discipline in instances of major discipline, or may use an extended progressive discipline timeline if he so chooses</li><li>• Union and City agree to continue bargaining on an alternative to binding arbitration for discipline</li></ul> | <ul style="list-style-type: none"><li>• Three year contract</li><li>• AAPOA members get a 2.5% COLA each year of the contract</li><li>• AAPOA members get 12 weeks of paid parental leave just as non-union employees receive</li><li>• AAPOA members get a \$100 annual increase to both their uniform and equipment allowances</li></ul> |



# Evaluation of Contract

## Comparing to CheckThePolice.org Recommendations

| Investigation Timelines  | Contract Language  |
|--|--|
| <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—then the city can proceed anyway.</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> |

Does the City Contract substantially meet this standard: **YES**

# Evaluation of Contract

## Comparing to CheckThePolice.org Recommendations

| Investigation Timelines   | Contract Language   |
|---|---|
| <p>Contract should not prevent 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 have 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. Any self-incriminating evidence provided to the government in an employee disciplinary process cannot be used as the basis for a criminal complaint. This cannot be bargained away in the CBA.</p> |

Does the City Contract substantially meet this standard: **YES**

# Evaluation of Contract

## Comparing to CheckThePolice.org Recommendations

| Investigation Timelines  | Contract Language  |
|--|--|
| <p>The contract should not allow officers access to information that civilians do not get prior to being interrogated.</p> | <p>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 arbitrator may compel these documents to be provided.</p> |

Does the City Contract substantially meet this standard: **YES**

# Evaluation of Contract

## Comparing to CheckThePolice.org Recommendations

| Investigation Timelines  | Contract Language  |
|--|--|
| <p>The contract should not require 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.</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 and assist in the employee's defense.”</p> |

Does the City Contract substantially meet this standard: **YES**

# Evaluation of Contract

## Comparing to CheckThePolice.org Recommendations

| Investigation Timelines  | Contract Language  |
|--|--|
| <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 new contract language allows the city to waive progressive discipline completely in cases of misconduct related to excessive use of force, mishandling of a weapon, and mishandling of evidence. Cases of intentional lying can already result in immediate termination.</p> |

**Does the City Contract substantially meet this standard: YES**

# Evaluation of Contract

## Comparing to CheckThePolice.org Recommendations

| Investigation Timelines  | Contract Language  |
|--|--|
| <p>The contract should limit the city's ability to discipline police officers.</p> | <p>The contract does not unreasonably limit the city's ability to discipline police officers. 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 contract states that police discipline may not be factored into progressive disciplinary action if it is more than 24 months old. Under the new contract the city may waive progressive discipline completely in cases of misconduct related to excessive use of force, mishandling of a weapon, mishandling of evidence, and integrity related misconduct.</p> |

**Does the City Contract substantially meet this standard: YES**

# Evaluation of Contract

## Comparing to CheckThePolice.org Recommendations

| Investigation Timelines   | Contract Language  |
|---|--|
| <p>The contract should not limit the capacity of civilian oversight structures and/or the media to hold police accountable.</p> | <p>The Ann Arbor/ AAPOA contract does not mention the ICPOC at any point. This is both a detriment and a benefit.</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 outweighs the public interest in non-disclosure. The contract cannot limit disclosures in these instances and is therefore a non-factor.</p> |

Does the City Contract substantially meet this standard: **PARTIAL**





**THANK YOU**

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