



## MEMO

**To: City Manager, City Council and Mayor**

**RE: Equity Action Contract Framework for APOA Compliance and Community Support**

Dear Manager, Council and Mayor,

The police contract under consideration this week contains language that violates the Austin Police Oversight Act (APOA) and includes unprecedented compensation that the City cannot afford if it intends to meet the needs of a growing city, pay its other workers fairly and mitigate and prepare for the impacts of climate change. However, as with the 2018 contract, we believe that a workable agreement exists. Ideally, the police contract would simply be silent on issues that impact the APOA, but within the context of the current proposal we've provided the adjustments needed below.

### **Transparency**

In light of statements from both the City and the Austin Police Association (APA) that they intended to comply with the APOA's transparency provisions and not grandfather g-file confidentiality for existing records, the changes needed can be considered clarifications. If the City statutes were cited, the notice for records were given regardless of the creation date of the records, and no other language related to this issue was added to the contract, we believe the agreement would comply with the APOA and maintain the transparency that voters demanded and a judge ordered. Specifically, the agreement requires the following changes:

- **Art. 16 Sec. 4(a)**  
"For complaints of alleged misconduct which occurred prior to the effective date of this Agreement, the Department shall follow TLGC 143.089 and Austin Code of Ordinances § 2-15-6."
- **Art. 16 Sec. 4(b)**  
"If a request is submitted under the Texas Open Records Act, to the City or the Department for any documents relating to an Officer that are maintained in the 143.089(a) file ~~pursuant to the exception to 143.089(g) in Section 4(a) above.~~"

### **Investigations**

With respect to investigations, the definition of "investigations" can be APOA compliant by removing language that states that questions posed to officers do not constitute an investigation. This crucial change ensures that the Office of Police Oversight retains access to these interviews and can suggest

questions and make informed recommendations. It's also noteworthy that the 2018 agreement had a poison pill related to the definition of "investigation" which APA used to justify filing dozens of grievances that eventually took down the oversight system. We cannot allow this history to repeat. Specifically, the agreement requires the following changes:

- **Art. 16 Sec. 6(a)**

"It shall be optional for the Officer who is the subject of the investigation to attend and answer any questions at the hearing. ~~Questions posted at the DRH do not constitute an "investigation" as defined in Sec. 2(h).~~"

### **Grievances**

Given the use of grievances to weaken the oversight system created in 2018, the APOA specifically prohibits grievances related to APOA-authorized conduct. To ensure APOA compliance for the current agreement requires removing the exceptions that allow grievances of actions taken pursuant to APOA provisions not "in effect" once the contract begins or based on actions of the city that are authorized by APOA but deemed inconsistent with the Agreement. Specifically, the agreement requires the following changes:

- **Art. 19 Sec. 2b.**

"Grievances under this Agreement may be asserted only as to specific provisions in this Agreement. A grievance may not be filed if based on actions of the City that are within the scope of City Code Chapter 2-15 ~~as in effect upon execution of this Agreement, and consistent with this Agreement.~~"

### **Cost**

The cost of this deal dwarfs any previous police contract in Austin. The 2018 agreement -- that contained a poison pill enabling APA grievances to take down the oversight system -- cost \$44.6M over four years giving officers 2%-1%-1%-1%.

The February 2023 proposal -- that would have preempted the APOA vote and most of its provisions -- was accompanied by a 3.25%-3.25%-1.5%-1.5% = 9.5% over 4 years wage increase totaling \$74M.

This proposal -- which currently contains three poison pills related to the g-file, investigations and grievances -- comes in at 8%-6%-5%-5%-4% with a \$3M signing bonus and a "patrol stipend" comes in at a whopping \$218M.

**In other words, this proposed contract not only preempts clear language in the voter-approved law and tees up later action by APA to weaken civilian oversight yet again, but it carries an unprecedented price.**

The optimistic budget forecast behind this remarkable offer strains credulity. The City had to significantly increase its assumptions about both sales tax revenues and the Austin Energy transfers in order to balance the budget assuming this commitment. Those changes were not on the table for any other workers or any other kind of city service during the recent budget process. Manipulating the assumptions behind forecasts upon which Council must rely in order to preference one kind of spending over another usurps the Manager's budgetary authority.

How the City jumped from last year's \$74M proposal to this year's \$218M proposal, plus a 4% raise and multiple bonuses in the interim period (given unilaterally by Council in exchange for nothing), deserves serious examination. Compliance with the law, respect for the voters, and the protection of our civil rights by attempting to deter police misconduct should not carry a cost. With respect to the contract, the APOA only required the change to the 180-day rule. Otherwise, the proposal could have remained silent on APOA provisions, but the parties to the negotiation chose to insert it.

**If the City must offer more than last year's \$74M proposal, then it must justify why.** No evidence has been provided that this proposal will reverse the ongoing staffing decline, and it does nothing to improve police culture or address the reasons recruits and new officers leave the force. We estimate that even a contract with a 4% one time bonus to address back pay and raises that mirror those expected for other City workers -- 4%-3.5%-3.5%-3.5%-3.5% -- and no patrol stipend, would cost ~\$135M. This would save ~\$83M and would still be a substantially higher wage increase than Austin has offered in any police contract negotiation in recent years, and in fact higher than all but one year (5%) going back to 2007.

### **Conclusion**

To reach a deal that complies with the law and meets the needs of your constituents, a **postponement** is necessary and the City needs to **jettison Rampage Law**. The City's negotiation team should not try to bully you into taking actions against the interests of your constituents and the values of your voters. Then, direct the manager to amend this largely completed contract in order to comply with the APOA and return with a price that is fair to taxpayers, ratepayers and other city workers.

Sincerely,  
Chris Harris  
Alycia Castillo  
Rebecca Webber