



City of Ann Arbor
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734-794-6110

June 17, 2020

Re: Discussion on Contract Negotiations

Dear Officer Ronewicz and Members of the AAPOA Bargaining Committee,

I want to first state my appreciation to you for your willingness to hear a new set of bargaining proposals on this contract. We have a handshake agreement on the existing language and a contract that has been ratified by the AAPOA membership. Even though this contract has not been ratified by City Council yet, I want to acknowledge that we are at the point of discussing additional proposals because of your open mindedness and your willingness to be here. While there may be some who do not fully appreciate the meaning of this gesture, I want you to know that I and the rest of the city's bargaining committee truly do.

There are four areas that we would like to discuss, ranging in development from concrete language to inchoate ideas. But every proposal here is offered in a manner to solicit your feedback and as the beginning of a discussion, there are no final offers in this letter. If there is a proposal that you are strongly opposed to, we would ask that you consider what changes could be made to it that would make it acceptable. If there is a proposal that seems acceptable on its face then let's discuss how that might fit into a wider deal.

The proposals all generally deal with the disciplinary process, and are as follows:

1. Article 5, Section 4 of the contract states that no discipline older than 24 months may be factored into progressive disciplinary decisions. We propose the following amendment, and unless otherwise noted all other language in this section shall remain the same:

*Section 4: The investigating supervisor shall, upon completion of his or her investigation, make a recommendation to the ~~employee's Division Commander~~ **Deputy Chief** regarding the formal disposition of the complaint, and, if that recommendation is "sustained", recommend specific discipline, if any. These recommendations shall not be based on infractions which have occurred more than twenty-four (24) months prior to the incident currently under investigation **with the exception of discipline related to:***

- 1) **Excessive use of force;**
- 2) **Mishandling of a weapon;**
- 3) **Mishandling of evidence;**
- 4) **Integrity related misconduct; or**
- 5) **Bias related misconduct.**

2. Article 5, Section 7 of the contract states that the city must follow the rules of progressive discipline in all cases. We propose the following amendment, and unless otherwise noted all other language in this section shall remain the same:

Section 7: The forms of discipline may consist of the following, however, depending on the offense, discipline for a particular incident or infraction may result in more than one of the listed disciplines. The Employer shall employ the principles of progressive discipline, **with the exception of discipline related to:**

- 6) **Excessive use of force;**
- 7) **Mishandling of a weapon;**
- 8) **Mishandling of evidence;**
- 9) **Integrity related misconduct; or**
- 10) **Bias related misconduct.**

~~but the~~ **The** circumstances and severity of the incident will determine the actual discipline imposed.:

3. Article 26, Section 5 of the contract details which city staff may view the contents of an officer's personnel file. We propose the following amendment, and unless otherwise noted all other language in this section shall remain the same:


Section 5: **Unless required by law** the Employer shall not allow anyone, with the exception of the Chief, Deputy Chiefs, Chief's Management Assistant(s), Professional Standards Lieutenant and Sergeant, the City Administrator, City Human Resources Director, or Assistant City Administrator, the City Attorney, or Assistant City Attorneys; **or members of the Independent Community Police Oversight Commission** to read, view, have a copy of, or in any way peruse a member's personnel file, which is kept by the Human Resources Department...

4. The fourth area we want to discuss is binding arbitration for disciplinary grievances. We do not have a specific proposal, but we want to understand what level of involvement the union may be willing to accept of the ICPOC at any point in the binding arbitration process. We are interested in creative ideas and outside of the box thinking, we are not insistent on a specific proposal or method.

The final issue for your consideration is what asks you may have of the city. I am sure you have considered what specific proposals you may want to bring forth in this discussion, and we invite you to bring them forth so we may consider them jointly with our proposals and see where there may be alignment or mutual interest.

If you have concepts ready for discussion at our Friday meeting, preferably in writing, on the above three issues or on any issues you would like to bring forth we would be appreciative.

Sincerely,



John Fournier