



February 15, 2023

Questions and Answers Report



Mayor Kirk Watson

Council Member Natasha Harper-Madison, District 1

Council Member Vanessa Fuentes, District 2

Council Member José Velásquez, District 3

Council Member Josè “Chito” Vela, District 4

Council Member Ryan Alter, District 5

Council Member Mackenzie Kelly, District 6

Council Member Leslie Pool, District 7

Council Member Paige Ellis, District 8

Council Member Zohaib “Zo” Qadri, District 9

Council Member Alison Alter, District 10

The City Council Questions and Answers Report was derived from a need to provide City Council Members an opportunity to solicit clarifying information from City Departments as it relates to requests for council action. After a City Council Regular Meeting agenda has been published, Council Members will have the opportunity to ask questions of departments via the City Manager's Agenda Office. This process continues until 5:00 p.m. the Tuesday before the Council meeting. The final report is distributed at noon to City Council the Wednesday before the council meeting.

QUESTIONS FROM COUNCIL

Item #1: Approve a resolution concerning bargaining for a meet and confer labor contract with the Austin Police Association.

COUNCIL MEMBER A. ALTER'S OFFICE

1) If APA goes into arbitration or to court over the oversight provisions either in the proposed 4-year contract or set out in an accompanying OPO ordinance, are we able to reassess the terms of the contract including the monetary package?

The short answer is no. The "reverter" language in Article 16, Sec. 3(f) of the proposed 4-year contract provides that if a part of Article 16 or Article 17 is "found to be invalid" by a court, then the City may revert those entire articles back to the language in the 2018 labor contract. The reverter language does not provide authority to renegotiate alternative contract terms in that situation. Thus, should a court find some part of Article 16 or 17 invalid the City's options would be either to (1) keep the remaining parts of Article 16 and 17 in place but not enforce the invalid part(s), or (2) substitute the 2018 labor contract for the remainder of the contract term. Neither of those options would affect the monetary package.

2) In the case outlined above, would we be constrained to the contract's monetary provisions and operate under current post-arbitration oversight provisions? The reverter clause on page 51 of the proposed 4-year agreement seems to imply the latter.

Monetary provisions: neither the reverter provision nor any other provision in the proposed 4-year contract gives the City (or the union) the ability to renegotiate economic terms of that contract if a part of Art. 16 or 17 is found invalid by a court. Oversight provisions: As noted above, the City may revert those entire articles back to the language in the 2018 labor contract. Thus, should a court find some part of Art. 16 or 17 invalid the City's options would be either to (1) keep the remaining parts of Art. 16 and 17 in place but not enforce the invalid part(s), or (2) substitute the 2018 labor contract for the remainder of the contract term. Neither of those options would affect the monetary package. This would not affect the monetary package but does not necessarily mean we would fall back entirely to the current post-arbitration oversight provisions either unless City chooses.

3) APD's policy includes a duty to intervene when an officer observes another officer do something wrong. How many times has APD pursued a violation against an officer that did not follow procedure and failed to report a potential policy violation (by another) up the chain of command? And how many times was such a violation sustained / led to discipline?

The first sentence states, "APD's policy includes a duty to intervene when an officer observes another officer do something wrong." This is referencing GO 200.1.3 Duty to Intervene.

200.1.3 DUTY TO INTERVENE

Any officer who observes another officer, regardless of rank, using force the officer knows or should know is not objectively reasonable shall immediately intervene to stop or prevent the use of force or further use of force if the officer has a reasonable opportunity to stop or prevent the use of force or further use of force.

The second sentence asks, “How many times has APD pursued a violation against an officer that did not follow procedure and failed to report a potential policy violation (by another) up the chain of command?” This adds GO 900.2 Required Reporting of Violations.

900.2 REQUIRED REPORTING OF VIOLATIONS

Employees have an obligation and responsibility to report all facts or credible information they know regarding any criminal activity by other employees or any breach of APD written directives.

(a) Suspected Criminal Activity

1. Employees will report any knowledge or credible information regarding criminal activity of another employee via memorandum to IA, SIU, or any supervisor in their chain-of-command.

(b) Suspected General Order Violations

1. Employees will report any employee known or believed to be guilty of any violation of a rule, regulation, or order issued by the Department to their immediate supervisor.

To ensure you have the best information to answer CM Alter’s question as thoroughly and accurately as possible, we have pulled data for both.

For 200.1.3, there were a total of 7 cases and 2 were sustained with 90 day suspensions. (This goes back to 2018, shortly after this was added to policy.)

For 900.2, there were a total of 45 cases and 14 were sustained with a wide range of discipline. (This goes back to 2011.)

4) There is a concern that under the proposed 4-year contract OPO can receive complaints of police misconduct, but OPO will not be able to “launch their own investigations.” Can you please clarify the proposed complaint intake process and OPO’s role in this process?

OPO will be able to accept complaints from any person, including anonymous complaints. OPO will be able to independently conduct a preliminary review of the complaint to include review of body cam video, reports, etc. OPO will then determine whether or not it will recommend for IA to investigate and recommend initial classification. Those complaints will be investigated by Internal Affairs and OPO based on the classification system used by Internal Affairs (See General Order 902.3.1, Classification and Investigative Assignment Table). If OPO disagrees with the classification level of a complaint, OPO may appeal to the Chief for reclassification. The Chief has the final authority concerning classification of a complaint. This process is laid out in Article 17, Section 4 of the proposed agreement and in section 2-15-4 of the proposed ordinance.

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COUNCIL MEMBER FUENTES' OFFICE

1) Please provide an updated cost projection for a one year police contract (inclusive of Mayor Watson's amendment) utilizing a base wage increase of 2%, 3% and 4% and a year 20 step pay increase of 3%, 4%, and 5%.

See attachments.

Police Estimated Contract Cost
City Council Resolution
February 15, 2023

2% Base Wage & 3% STEP Projected Cost

Base Wage Proposal	FY 23 2.0%	FY 24 0.0%	FY 25 0.0%	FY 26 0.0%
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	Description	Year 1	Year 2	Year 3	Year 4	4-Year Cumulative Cost
Base Wages	2.0% start in April 2023	\$2,008,215	\$2,008,215			\$14,057,503
Add Year 20 STEP	Adding a new 3% step at year 20 (April 2023)	\$814,540	\$814,540			\$5,701,777
FTO Stipend	FTO increase from \$175/month to 5.8% of Police Office Step 10 or \$310/month (April 2023)	\$160,389	\$160,389			\$1,122,724
Shift Differential (Evening & Night Shift LT)	Increase from \$300/month to \$500/month (April 2023)	\$28,420	\$28,420			\$198,937
Shift Differential (After 12:00 PM)	Increase from \$300/month to 5.8% of Police Office Step 10 or \$310/month (April 2023)	\$36,958	\$36,958			\$258,704
Shift Differential (After 5:00 PM)	Increase from \$300/month to 10.0% of Police Office Step 10 or \$535/month (April 2023)	\$230,333	\$230,333			\$1,612,328
Education Pay Associates	Increase from \$100/month to 2.5% of Police Office Step 10 or \$134/month (April 2023)	\$29,344	\$29,344			\$205,407
Education Pay Bachelors	Increase from \$220/month to 5.0% of Police Office Step 10 or \$267/month (April 2023)	\$218,769	\$218,769			\$1,531,381
Education Pay Masters	Increase from \$300/month to 6.5% of Police Office Step 10 or \$347/month (April 2023)	\$42,642	\$42,642			\$298,497
		\$3,569,608	\$3,569,608	\$0	\$0	\$24,987,257

Police Estimated Contract Cost
City Council Resolution
February 15, 2023

3% Base Wage & 4% STEP Projected Cost

Base Wage Proposal	FY 23 3.0%	FY 24 0.0%	FY 25 0.0%	FY 26 0.0%
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	Description	Year 1	Year 2	Year 3	Year 4	4-Year Cumulative Cost
Base Wages	3.0% start in April 2023	\$3,012,558	\$3,012,558			\$21,087,904
Add Year 20 STEP	Adding a new 4% step at year 20 (April 2023)	\$1,092,944	\$1,092,944			\$7,650,608
FTO Stipend	FTO increase from \$175/month to 5.8% of Police Office Step 10 or \$313/month (April 2023)	\$164,139	\$164,139			\$1,148,976
Shift Differential (Evening & Night Shift LT)	Increase from \$300/month to \$500/month (April 2023)	\$28,420	\$28,420			\$198,937
Shift Differential (After 12:00 PM)	Increase from \$300/month to 5.8% of Police Office Step 10 or \$313/month (April 2023)	\$48,110	\$48,110			\$336,773
Shift Differential (After 5:00 PM)	Increase from \$300/month to 10.0% of Police Office Step 10 or \$540/month (April 2023)	\$235,478	\$235,478			\$1,648,348
Education Pay Associates	Increase from \$100/month to 2.5% of Police Office Step 10 or \$135/month (April 2023)	\$30,486	\$30,486			\$213,404
Education Pay Bachelors	Increase from \$220/month to 5.0% of Police Office Step 10 or \$270/month (April 2023)	\$230,888	\$230,888			\$1,616,217
Education Pay Masters	Increase from \$300/month to 6.5% of Police Office Step 10 or \$351/month (April 2023)	\$45,701	\$45,701			\$319,907
		\$4,888,725	\$4,888,725	\$0	\$0	\$34,221,075

Police Estimated Contract Cost
City Council Resolution
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4% Base Wage & 5% STEP Projected Cost

Base Wage Proposal	FY 23 4.0%	FY 24 0.0%	FY 25 0.0%	FY 26 0.0%
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	Description	Year 1	Year 2	Year 3	Year 4	4-Year Cumulative Cost
Base Wages	4.0% start in April 2023	\$4,016,734	\$4,016,734			\$28,117,140
Add Year 20 STEP	Adding a new 5% step at year 20 (April 2023)	\$1,375,961	\$1,375,961			\$9,631,726
FTO Stipend	FTO increase from \$175/month to 5.8% of Police Office Step 10 or \$316/month (April 2023)	\$167,890	\$167,890			\$1,175,228
Shift Differential (Evening & Night Shift LT)	Increase from \$300/month to \$500/month (April 2023)	\$28,420	\$28,420			\$198,937
Shift Differential (After 12:00 PM)	Increase from \$300/month to 5.8% of Police Office Step 10 or \$316/month (April 2023)	\$59,263	\$59,263			\$414,842
Shift Differential (After 5:00 PM)	Increase from \$300/month to 10.0% of Police Office Step 10 or \$545/month (April 2023)	\$240,624	\$240,624			\$1,684,368
Education Pay Associates	Increase from \$100/month to 2.5% of Police Office Step 10 or \$136/month (April 2023)	\$31,629	\$31,629			\$221,402
Education Pay Bachelors	Increase from \$220/month to 5.0% of Police Office Step 10 or \$273/month (April 2023)	\$243,008	\$243,008			\$1,701,054
Education Pay Masters	Increase from \$300/month to 6.5% of Police Office Step 10 or \$354/month (April 2023)	\$48,760	\$48,760			\$341,318
		\$6,212,288	\$6,212,288	\$0	\$0	\$43,486,015