

# Exploratory Analysis of Nix The 6 Law Enforcement Collective Bargaining Agreements (CBAs)

Nix The 6 | CZ Research & Data | Research Brief | Kathryn McKelvey, Mercy Loyo, Chas Moore, and Abdul Nasser Rad

## Executive Summary

Law enforcement agencies across the US have struggled to hold their officers accountable for misconduct. Scholars and accountability experts have cited that the lack of accountability promotes cultures of violence (Nagin, 2013). Two mechanisms associated with law enforcement unionism that many scholars have cited as impediments to accountability are law enforcement collective bargaining agreements (CBAs) and Law Enforcement Officer Bill of Rights (LEOBORs) (Keenan and Walker, 2005; Rushin, 2017; Harris and Sweeney, 2021).

The Nixthe6 campaign, launched in September 2021, examines six ways law enforcement CBAs and LEOBORs obstruct, delay or defeat local efforts to hold police accountable and re-imagine public safety based on an initial categorization and research framework developed by Campaign Zero researchers in 2016 (Mckesson, Sinyangwe, Elzie, and Packnett, 2016). Initially launched as the police union contract database, the amended and refined framework includes the introduction of subcategories which allow additional granularity around how exactly police unions shield officers accused of misconduct and limit actions that can be taken against them.

This brief provides a macro level analysis of the data collected using Kira Machine Learning Contract Data Extraction and manual reviews of contracts of 3,502 CBAs analyzed by staff and volunteers of Campaign Zero.

Of the 2518 rank-and-file CBAs stored and coded in the database, **962 are active (not expired)**. The descriptive analysis in this research brief produced the following findings around CBAs:

- 1 | Disqualifies Complaints: 176
- 2 | Restricts or Delays Interrogations: 263
- 3 | Gives officers unfair access to information: 269
- 4 | Limits Discipline or Oversight: 781
- 5 | Pays for Misconduct or Expands Police Budgeting: 835
- 6 | Erases Misconduct History: 304

Of the 962 CBAs examined in this investigation, **only 15 agreements** contained none of the Nix the Six provisions.

The report ends with a case study of how the Austin Justice Coalition (AJC), with support from CZ staff and resources, organized and successfully reinvented the Austin Police Department's CBA in 2017 which paved the way for continued reinvention in the aftermath of the tragic killing of George Floyd. Coalition building, political environment, and continued organizing were some of the key contributors in their success.

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### A note on CZ Research & Data Products

We believe in exercising humility and course correcting when we make mistakes. Please contact us if you believe anything critically relevant is missing or misrepresented. While we've done our best to be comprehensive, we also have to balance accessibility and length. Furthermore, we want to emphasize that we are research-driven, as opposed to exclusively data-driven. This allows us to center human experiences of people with lived experience in the US Criminal Legal System. We center co-creation over ego in all of our research and data initiatives.

Please email [research.requests@campaignzero.org](mailto:research.requests@campaignzero.org) if you find any errors, problems, or have any questions about this documentation or dataset.

### Acknowledgements

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## Police Unionism

While the focus of this report is collective bargaining agreements (CBAs) and Law Enforcement Officer Bill of Rights (LEOBORs) provisions, it is important to note that there are union mechanisms beyond CBAs and LEOBORs which can potentially permit and conceal misconduct in a number of ways not examined by this report. The below should be considered when planning strategies around how to organize changes to CBAs when law enforcement unions are not in support of the proposed changes. Appendix A provides a short introduction to other law enforcement union mechanisms.

## Nix The 6 Research Basis

An emerging research literature establishes that police unions, and the police union Collective Bargaining Agreements (CBAs) and union supported Law Enforcement Officer Bill of Rights (LEOBORs) are associated with a range of problematic policing outcomes. A review of the available research literature on police unions in the *Journal of Police Practice and Research* found “virtually all of the published items that express an opinion on the impact of police unions regard them as having a negative effect, particularly on innovation, accountability, and police – community relations” (Walker 2008, 96). [A recent review](#) examines the research on police unionism, misconduct, and ac-

countability (Rad, Kirk, and Jones, 2023). Specifically, it explores the racist origins and animus that gave rise to police unionism in the US and it assesses recent empirical work, exploring the relationship between police unionism and misconduct.

The NixThe6 campaign builds from this foundational research and translates it into a call to action for communities and lawmakers to dismantle these barriers to holding police accountable and, in doing so, make communities safer. This research basis examines this relationship as well as the potential intervening union mechanisms that could be responsible for misconduct (Ibid).

“virtually all of the published items that express an opinion on the impact of police unions regard them as having a negative effect, particularly on innovation, accountability, and police – community relations” (Walker 2008, 96)

## Provisions Shielding Police from Accountability, Transparency, and Defunding

In [one of the first studies](#) examining police protections, Samuel Walker and Kevin Keenan (2005) documented how police unions helped to enact statewide LEOBORs with provisions that constitute “impediments to police accountability” such as the establishment of formal waiting periods that delay investigations; prohibitions on the use of [civilian] investigators in misconduct investigations; statutes of limitations on the re-

tention and use of data on officer misconduct; the failure to allow for reasonable exceptions to provisions regulating the time, place, and manner of investigative interviews; excessive limitations on how many officers can participate, how many officers can participate in interrogating an officer, and the use of “foul” language; and requiring the disclosure of the names of complainant(s) in every case, among other issues.



Subsequent research has examined the ways in which law enforcement CBAs, in addition to LEOBORs laws, embed similar problematic provisions protecting officers accused of misconduct. For example, University of [Chicago's Aziz Huq and Richard McAdams argue](#) that “Delay Privileges” and “Interrogation Buffers” found in bargaining agreements, state laws, and municipal codes provide officers with heightened procedural protections which have the “predictable ef-

fect to obstruct investigations” (Huq and McAdams, 2016). Finally, [a study published in the University of Pennsylvania Law Review](#) examined police union contracts in over 600 cities and found that, under the disciplinary appeals processes established by these contracts, “police departments must often rehire or significantly reduce disciplinary sanctions against officers who have engaged in serious misconduct” (Rushin, 2019).

## NixThe6 Research Framework

In 2016, Campaign Zero worked with researchers and legal experts to publish the first ever review of police CBAs for 81 of the 100 largest US cities as well as LEOBORs laws in 15 states - identifying six ways CBAs and LEOBORs laws impede holding officers accountable for misconduct. The following six categories are the foundation and research framework for categorizing CBAs and LEOBORs for the NixThe6 campaign:

### 1. DISQUALIFIES COMPLAINTS

**Disqualifying complaints** filed against officers after a certain period of time following the incident or should the length of the investigation pass an arbitrary deadline.

### 2. RESTRICTS OR DELAYS INTERROGATIONS

**Preventing police officers from being interrogated immediately** after being involved in an incident or otherwise restricting how, when, or where they can be interrogated.

### 3. GIVES OFFICERS UNFAIR ACCESS TO INFORMATION

**Giving officers access to information that civilians do not get** prior to being interrogated, which can result in the identification of the complainant and could possibly result in retaliation or hostility.

### 4. LIMITS DISCIPLINE OR OVERSIGHT

**Limiting disciplinary consequences** for officers or limiting the capacity of civilian oversight structures and/or the media to hold police accountable.

### 5. PAYS FOR MISCONDUCT OR EXPANDS POLICE BUDGETING

**Requiring cities to pay costs related to police misconduct** or expand police budgeting by giving officers paid leave while under investigation, paying legal fees, and/or paying the cost of settlements.<sup>1</sup>

### 6. ERASES MISCONDUCT RECORDS

**Preventing information on past misconduct** investigations from being recorded or retained in an officer's personnel file.

<sup>1</sup> This category has been changed to “Requiring cities to Pay for Misconduct & Expanding Police Budgeting” to adapt to the needs of organizers working to identify the different financial levers around police budgeting. Thus, provisions which expand police budgeting or prevent the reduction of police budgeting have been included in the Nix The 6 framework.



## Research Supporting the NixThe6 Framework

Building off of the initial Campaign Zero framework (McKesson, et. al., 2016), Rushin (2017) [published a review](#) of 178 police union contracts in the Duke Law Review in 2017, finding “a substantial number of these agreements limit officer interrogations after alleged misconduct, mandate the destruction of disciplinary records, ban civilian oversight, prevent anonymous civilian complaints, indemnify officers in the event of civil suits, and limit the length of internal investigations” (Rushin 2017, P.

1192). [Reuters conducted a similar analysis](#) of police union contracts in 82 cities, finding that “cities have bargained away the power to discipline police officers, often in closed negotiation meetings with local unions” (Levinson, 2016). While the Nix The 6 research framework is not exhaustive of all protections, we believe it captures a broad range of protections found in CBAs and LEOBORs.

## What do we know about the impact of CBA and LEOBOR Provisions?

Researchers have also begun to examine the relationship between the problematic provisions in CBAs and LEOBORs and a range of different abuse and misconduct outcomes. For example, a [Washington Post analysis](#) of 1,881 officers fired by the nation’s largest police departments from 2006–2017 found that “departments have been forced to reinstate more than 450 officers after appeals required by police union contracts.” Dharmapala, McAdams and Rappaport (2023) [found evidence](#) that “collective bargaining rights led to a substantial increase in violent incidents of misconduct among sheriff’s offices...the effect of collective bargaining rights is concentrated among sheriff’s offices that subsequently adopted collective bargaining agreements, and the timing of the adoption of these agreements is associated with increases in violent misconduct” (Dharmapala, McAdams, and Rappaport, 2023). Rad (2018) found that places with the types of problematic clauses in their police union contracts and police bill of rights laws that Campaign Zero identified were also associated with higher rates of police violence, though it cautions that it’s difficult to prove the relationship is

causal. Finally, [another study](#) found that after officers gained access to collective bargaining rights that there was a substantial increase in killings of civilians - comprising an estimated 60 to 70 additional people killed by police per year, the overwhelming majority of whom were people of color.

In contrast, Goncalves (2021) found that police unionism cannot account for more than a 10% increase in police killings. Similarly, [another recent study](#) exploiting a quasi-experimental design and employing historical data found no effect between police killings and the passing of any law enforcement officer bill of rights (Cunningham, Feir, Gillezau, Harvey, and Rad, 2022). This could be for several reasons including significant concerns around the underreporting of the metric used to capture police killings, the Centers for Disease Control and Prevention’s (CDC) [National Vital Statistics System \(NVSS\)](#), which utilizes birth and death certificate data. For example, [a recent study](#) from the University of Washington, using CZ’s Mapping Police Violence dataset and other crowd-sourced datasets, finds that NVSS police killing data undercounts by 55%.

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### A note on on future research and CZ approach

While the research continues to be mixed, there seems to be evidence to support some linkage between unionism and police outcomes. Thus, it is critical that researchers should continue exploring the impact of the LEOBORs and police union CBAs that create concerns for accountability and transparency. Nonetheless, at CZ we believe in fundamental fairness and transparency, and this is why we will continue advocating for the removal of CBAs and LEOBORs provisions which combat fairness and transparency.



# Methodology for Coding

## Codebook Development & Refining Research Framework

One of the key differences and major contributions of the amended and refined coding process for Nix The 6 has been the development of subcategories. Given criticism that the six categories may be too broad, the subcategories provide researchers with more granular data to explore CBA provisions. The codebook, co-developed with research experts, can be found in Appendix A.

## Nix The 6 Categories & Framework

Exploratory descriptive analysis of provisions will be stratified by the following six categories comprising the NixThe6 Campaign:

### Category 1 | Disqualifies Complaints

CBAs create arbitrary deadlines that disqualify misconduct complaints if they are submitted a few months after an incident occurs, or if the city takes longer than a predetermined time limit to investigate the officers. For example, Hi-aleah's police union contract disqualifies complaints from resulting in "any disciplinary action" if it takes longer than two months to investigate them. Additionally, police union contracts often disqualify complaints that are submitted anonymously or without a sworn affidavit. In Bridgeport, CT the police union contract disqualifies complaints unless they are "sworn before an official authorized to administer oaths."

### Category 2 | Restricts or Delays Interrogations

CBAs prevent cities from interrogating police officers immediately after being involved in an incident or otherwise restrict how, when, or where officers can be interrogated. For example, officers in Louisiana are given 14 days after shooting someone to get their story straight before they can be questioned about it.

### Category 3 | Gives Officers Unfair Access to Information

CBAs provide officers who commit misconduct access to information that civilians do not get prior to being interrogated. For example, officers in Florida are given the names of everyone who accused them of misconduct as well as the body camera footage - and all other evidence - prior to being questioned.

### Category 4 | Limits Discipline or Oversight

CBAs limit disciplinary consequences for officers, allow officers to overturn discipline through arbitration, or restrict the capacity of civilian oversight structures or the media to hold police accountable. For example, Austin's CBA prevents the community oversight structure from independently investigating police misconduct and Portland's police union contract limits police discipline to options "least likely to embarrass the officer."

### Category 5 | Pays for Misconduct or Expands Police Budgeting

CBAs require communities and cities to pay costs related to police misconduct. These costs include giving officers paid leave while under investigation, paying legal fees and the paying the cost of settlements for misconduct lawsuits. For example, the Minneapolis CBA included a provisions requiring officers be placed on a mandatory paid administrative leave for a minimum of three calendar days after shooting someone.

### Category 6 | Erases Misconduct Records

CBAs destroy records of police misconduct every few years or block misconduct from being recorded in an officer's disciplinary file. For example, Baton Rouge's police union contract requires records of misconduct be destroyed in time periods that vary from eighteen months to five years, depending on the type of complaint.

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Additionally, descriptives will be produced for sub-categories under the six overarching categories. Also, it is important to bear in mind that while some protections may not seem concerning or harmful for accountability and transparency on their own, combining them with several other relevant protections can create serious impediments for accountability and transparency (Rushin, 2017).



## CBA Acquisition, Assignment, & Review System

### 1 | Collection + Acquisition of CBA Contracts

Contracts are collected from municipal sites or FOIA requests through Muckrock to government agencies.

### 2 | Uploading + Organizing into Kira<sup>2</sup>

Contracts are uploaded into Kira and named with the municipality, state and year of contract initiation.

### 3 | Assigning Contracts + Three-Tier Review

Contracts are assigned by internal priority and given to first tier coders that review the documents in full and code for problematic provisions within the Nix The 6 framework. The second tier reviewers read the contracts in full and check the work of first reviewers. The final reviewer checks the work of the first two coders as well as collects data on administrative items (ORI code, municipality information, and flag the contract for upload to the public facing database.

## Contract Researcher/Coder Identification, Training, and Assessments

### 1 |

#### Coder Identification

Potential coders are identified by their dedication to criminal justice reform, their experience with data entry and demonstrated ability to pay attention to detail. Additionally, we specifically looked for individuals with experience and expertise in qualitative research or labor law expertise.

### 2 |

#### Training

Potential coders are given a pretest (Appendix C: Assessment) with the general concepts of the campaign and data collection to assess their familiarity with the data points. They are trained on the specifics of the data (Appendix B: Training) collected before they are given a final assessment for knowledge retention. If they pass they move on to the monitoring phase, if they fail they are invited to take the training again after detailed remediation on the 6 concepts.

### 3 |

#### Monitoring

After passing assessments, coders are given the campaign codebook (Appendix D: Codebook) tracking and closely monitored for their first 20 contracts. They are given feedback by advanced coders and specific constructive ways to improve or fine tune coding. Further, each contract continues to undergo a three-tier review process. The research project manager identifies coders who are experiencing significant difficulties and errors in coding through the three-tier review process.

<sup>2</sup> Kira uses machine learning components to automatically highlight and extract provisions that are important to you and helps you organize your data for analysis. Kira is our partner for finding provisions relevant to police unions in these agreements and streamlines our work significantly.





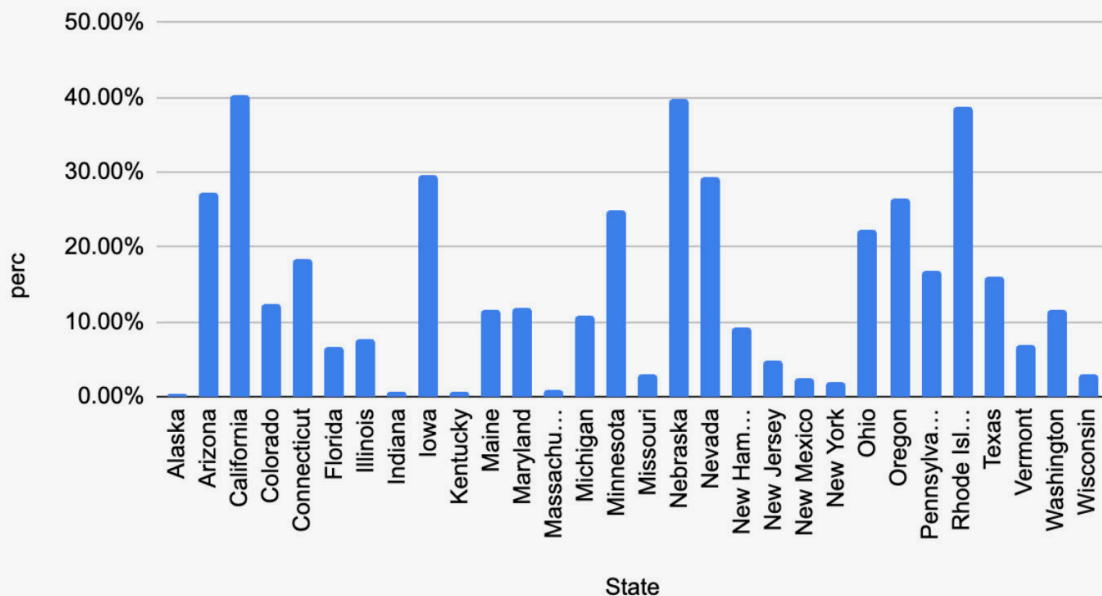
# CBA Provision Exploratory Analysis

## Sample

The exploratory analysis for this report includes a smaller sample (962) than the total number of coded CBAs in the NixThe6 database (3,502). As of October 2022, there were 3,502 CBAs coded in the NT6 database. FIGURE 1 provides the percentage of state populations covered by CBAs coded in the Nix The 6 Database. For context, it is important to note that there are over 18,000 law enforcement agencies in the US despite most the US population being covered by a minority of agencies.

FIGURE 1

### Percentage of States' Population Covered by CBAs in the Nix The 6 Database



The majority CBAs (2,518) were for rank and file police officers (i.e. not mid-level officers such as Sergeants). Of the 2,518 rank-and-file agreements, **962 were active (not expired)**. Thus, the 962 active CBAs were the focus of this sample. The justification for this sample are for the following reasons:

**ACTIVE** Given that the database has multiple contracts for certain cities but were inactive at the time of this investigation, we ultimately decided to focus only on active. Additionally, we thought this was important given that we’re focused on providing organizers with the most up-to-date and relevant data.

**RANK-AND-FILE** While mid-level (i.e. Sergeants) and senior-level (i.e. Captains) CBAs are also important to understand, we ultimately decided it is best to focus on Rank-And-File to allow for more consistency in analyzing the breakdown of provisions. Mid-Level and Senior-Level CBAs are only found in a handful of large metropolitan agencies and their interests are much different than the street-level/patrol officers.

**LAW ENFORCEMENT OFFICER BILL OF RIGHTS (LEOBORS)** Given that we wanted to focus exclusively on CBAs for this exploratory analysis, we excluded LEOBORS.

Again, the data employed for this study comes from the Nix The 6 Kira Contract Database which can be publicly accessed [here](#). We encourage the public to review the data and flag any errors in the descriptive analysis presented below.

## Distribution of CBA Provisions

TABLE 1 presents a frequency distribution of CBAs in the Nix the 6 database with the total number of protection categories. For example, of the 962 CBAs reviewed and coded, 61 included several types of provisions fighting transparency, accountability, and police reinvention spanning all six NT6 categories. In other words, 61 CBAs that have been reviewed in the sample have all six impediments identified in the NT6 framework.

TABLE 1

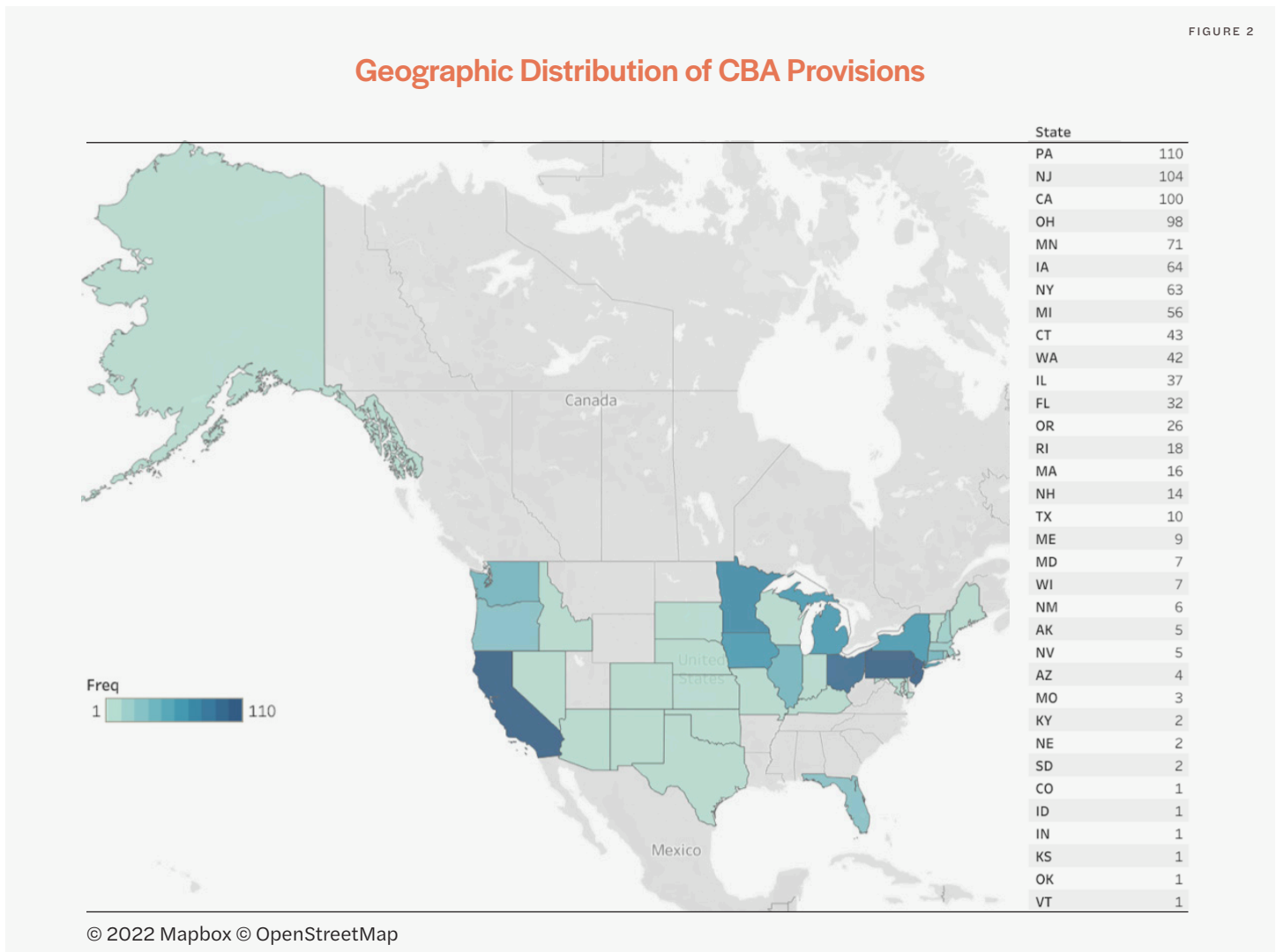
### NT6 Categories Frequency in CBAs

Number of NT6 Categories	Contracts Frequency
Number of agreements with 1 category	80
Number of agreements with 2 categories	330
Number of agreements with 3 categories	196
Number of agreements with 4 categories	171
Number of agreements with 5 categories	109
Number of agreements with 6 categories	61



## Distribution of CBA Provisions (cont.)

FIGURE 2 presents the geographic distribution of CBA provisions coded into the six categories. California, New Jersey, and Pennsylvania stand out as states with the most number of CBA including the most number of NT6 categories coded. However, it is important to note that CBAs in the NT6 database are not evenly distributed or uniform across states so it's also skewed due to these states being larger and CZ researchers having collected more CBAs from these states. For example, it may be easier to obtain CBAs from some states because of public access laws and more transparency and accessible data practices (i.e. the state of New Jersey makes all CBAs available on a state website). Furthermore, it is critical to note that collective bargaining is not permitted in several states (i.e. Georgia).



## **Descriptive Overview of Nix The 6 Categories**

The subsequent sections will provide a descriptive overview of each of the six categories:

**Category 1 | Disqualifies Complaints**

**Category 2 | Restricts or Delays Interrogations**

**Category 3 | Gives Officers Unfair Access to Information**

**Category 4 | Limits Discipline or Oversight**

**Category 5 | Pays for Misconduct or Expands Police Budgeting**

**Category 6 | Erases Misconduct History**

## Category 1 | Disqualifies Complaints

**Rationale:** Many police union contracts create arbitrary deadlines that disqualify misconduct complaints if they are submitted a few months after an incident occurs, or if the city takes longer than a predetermined time limit to investigate the officers. For example, Hialeah’s police union contract disqualifies complaints from resulting in “any disciplinary action” if it takes longer than two months to investigate them. Additionally, police union contracts often disqualify complaints that are submitted anonymously or without a sworn affidavit. In Bridgeport, CT the police union contract disqualifies complaints unless they are “sworn before an official authorized to administer oaths.”

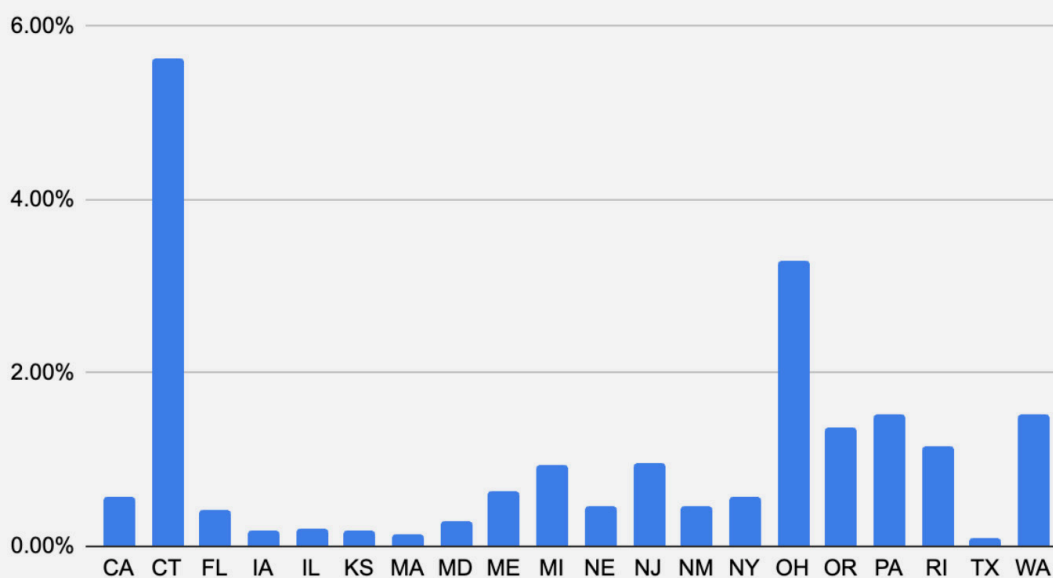
FIGURE 3 provides an overview of percentages of CBAs by state which include provisions which disqualify complaints.

The sub-categories developed for this category are as follows:

- Limit the length of investigations
- Have statutes of limitations on investigations
- Ban or restrict anonymous complaints
- Disqualify particular types of complaints

FIGURE 3

### Proportion of CBAs with Provisions which Disqualify Complaints



## Category 1 | Disqualifies Complaints

In the 222 agreements that have clauses that Disqualify Complaints

### 71 LIMIT THE LENGTH OF INVESTIGATIONS

“ All investigations shall be completed within fifty-six (56) days from when the department first became aware of the incident causing the investigation.”

**COLUMBUS, OH (EXPIRES DECEMBER 2023)**

### 28 HAVE STATUTES OF LIMITATIONS ON INVESTIGATIONS

“ The statutory time period for the Chief of Police to take disciplinary action against an Officer shall be tolled to the extent of any period in which a court order, injunction, or TRO, obtained by the Officer involved or the ASSOCIATION on behalf of the Officer, halts the Department’s investigative or disciplinary process. In no event will the actual time exceed 180 calendar days, as defined and provided for in Chapter 143 of the Texas Local Government Code, as modified under other provisions of this AGREEMENT”

**AUSTIN, TX (EXPIRES SEPTEMBER 2022 - NONE POSTDATED)**

### 98 BAN OR RESTRICT ANONYMOUS COMPLAINTS

“ Unofficial complaints shall be defined as any complaint of a non-criminal nature made by a citizen where the complainant refuses to complete a signed statement. The Department will not conduct administrative investigations into un-official complaints of a non-criminal nature”

**ALBUQUERQUE, NM (EXPIRES JUNE 2023)**

### 31 DISQUALIFY PARTICULAR TYPES OF COMPLAINTS

“ If the Complainant’s statement/affidavit/complaint is not provided to the officer at the time of his/her 48-hour notice, prior to his/her interrogation, the statement/affidavit/complaint may not serve as the basis for any discipline for the Class I or II violation”

**HOUSTON, TX (EXPIRES JUNE 2025)**

## Category 2 | Restricts or Delays Interrogations

**Rationale:** Many police union contracts prevent cities from interrogating police officers immediately after being involved in an incident or otherwise restrict how, when, or where officers can be interrogated (Huq and McAdams, 2016). For example, officers in Louisiana are given 14 days after shooting someone to get their story straight before they can be questioned about it.

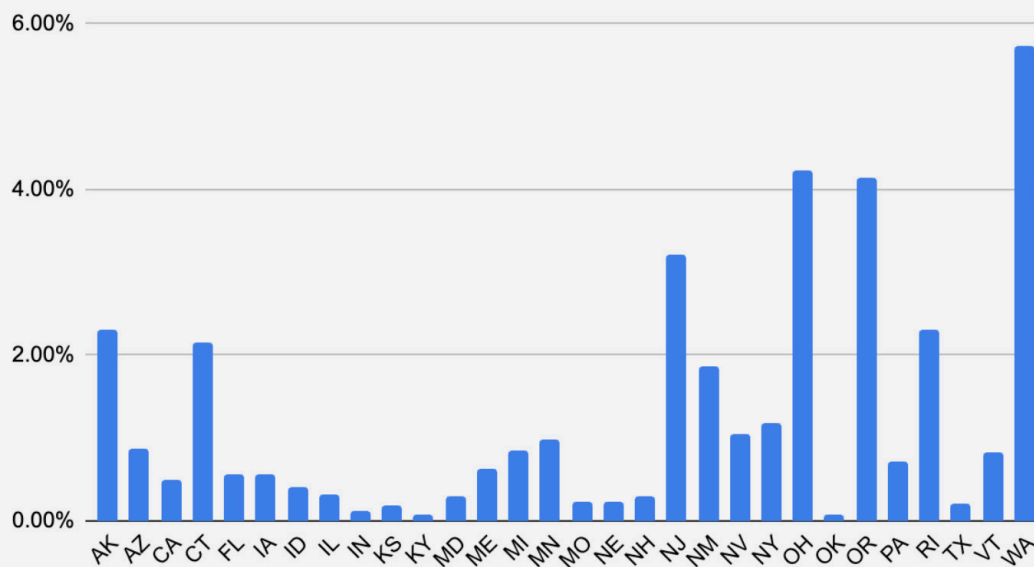
FIGURE 4 provides an overview of percentages of CBAs by state which include provisions which Restrict or Delay Investigations.

The sub-categories developed for this category are as follows:

- Delay interrogations
- Restrict interrogation conduct
- Restrict the number of interrogators
- Restrict interrogation location

FIGURE 4

### Proportion of CBAs with Provisions which Restrict or Delay Investigations



## Category 2 | Restricts or Delays Interrogations (cont.)

In the 288 CBAs that have have clauses that Restrict or Delay Interrogations:

### 240 DELAY INTERROGATIONS

“ Interrogations shall be conducted in compliance with the provisions of Chapter 143 and this Agreement, with the exception of oral interrogations, which shall be conducted during normal business hours (Monday through Friday, 8:00am to 5:00pm CST)” **HOUSTON, TX (EXPIRES JUNE 2025)**

### 167 RESTRICT INTERROGATION CONDUCT

“ Subject the Police Officer under investigation to offensive language or threaten disciplinary action, except a Police Officer refusing to respond to questions or submit to interviews shall be informed that failure to answer questions that are narrowly and directly related to job related conduct may result in disciplinary action”  
**SALT LAKE CITY, UT (EXPIRES JULY 2024)**

### 43 RESTRICT THE NUMBER OF INTERROGATORS

“ All questions directed to the officer under interrogation shall be asked by and through one (1) interrogator at any one (1) time”  
**HIALEAH, FL (EXPIRES SEPTEMBER 2023)**



## Category 3 | Gives Officers Unfair Access to Information

**Rationale:** Many police union contracts give officers who commit misconduct access to information that civilians do not get prior to being interrogated. For example, officers in Florida are given the names of everyone who accused them of misconduct as well as the body camera footage - and all other evidence - prior to being questioned.

While we believe basic due process is critical, severity of the allegation (i.e. fatal or non-fatal instances of police violence) should be considered for how unfair access to information can be harmful or concerning impediment to accountability and transparency.

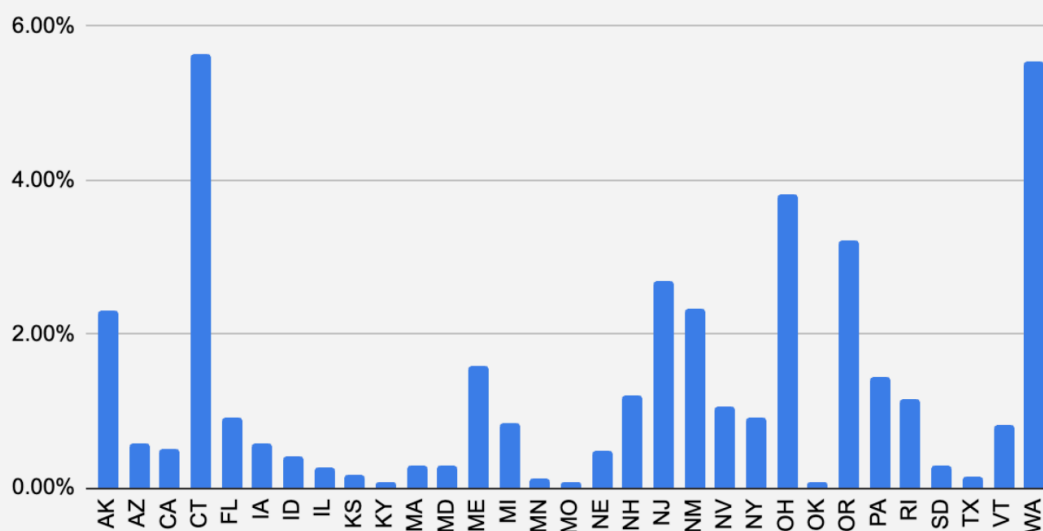
FIGURE 5 provides an overview of percentages of CBAs by state which include provisions which provide officers unfair access to information.

**The sub-categories developed for this category are as follows:**

- Give officers evidence before interrogation
- Give officers the complainant names
- Give officers their interrogation recording

FIGURE 5

### Frequency vs. State Restricts or Delays Interrogations



## Category 3 | Gives Officers Unfair Access to Information (cont.)

In the 314 agreements that have have clauses that Give Officers Unfair Access to Information

### 83 GIVE OFFICERS EVIDENCE BEFORE INTERROGATION – 34 OF THESE INCLUDE PROVISIONS OFFERING AUDIO/VISUAL EVIDENCE OF INCIDENTS

“ At the time of the scheduled interview by the Professional Standards Bureau, a Police Department Supervisor, or other City Employee, the investigator will make available for review to the unit member and/or his representative any material that is being used as the basis for an allegation of misconduct. Material includes any video, audio, photographs, or documents at the time the internal investigation is initiated, and which is specifically related to the conduct of the unit member under investigation.”

**PHOENIX, AZ (EXPIRES DECEMBER 2023)**

### 138 GIVE OFFICERS THE COMPLAINANT NAMES

“ The names of all witnesses and any written statements made by witnesses will be shared with the employee.” **ANN ARBOR, MI (EXPIRES DECEMBER 2024)**

### 162 GIVE OFFICERS THEIR INTERROGATION RECORDING

“ An interview of an employee under investigation for misconduct which reasonably may result in the imposition of disciplinary action shall be recorded in a manner chosen by the investigator. The employee and the F.O.P. shall be entitled to record the interview electronically or in writing. If the recording device for the F.O.P., professional standards or the employee fails for any reason, all parties will provide copies of their recordings to one another upon request. There will be no off the record conversation during an interview, except by mutual agreement. All recesses called during an interview shall be noted in the record”

**WICHITA, KS (EXPIRES DECEMBER 2024)**

## Category 4 | Limits Discipline or Oversight

**Rationale:** Many police union contracts limit disciplinary consequences for officers, allow officers to overturn discipline through arbitration, or restrict the capacity of civilian oversight structures or the media to hold police accountable.

Additionally, it is worth noting that a large percentage of provisions in this category fall under Arbitration. Arbitration, in the context of CBAs, is problematic as it is often used to overturn terminations, as well as to reduce or dismiss discipline. Research highlights that police disciplinary appeals through arbitration are an “underappreciated barrier” to accountability (Rushin, 2019). Moreover, a Washington Post investigation examining data across a small sample of agencies found that departments were forced to reinstate more than 450 officers following appeals that were required through CBA provisions (Kelly, Lowery, and Rich, 2017).

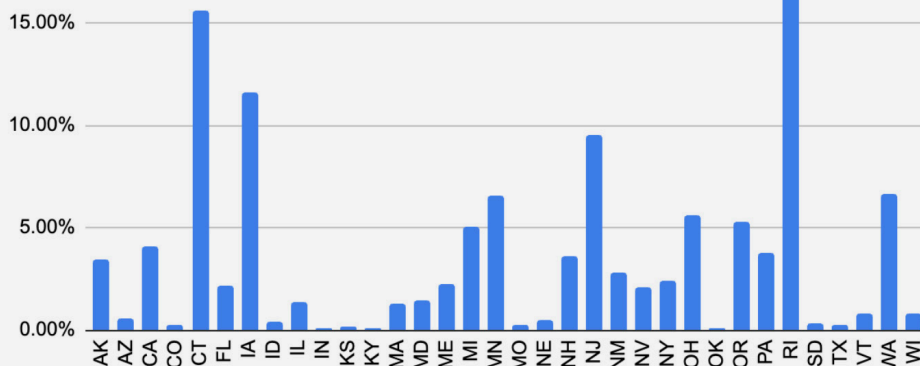
FIGURE 6 provides an overview of percentages of CBAs by state which include provisions which limit Discipline or Oversight.

**The sub-categories developed for this category are as follows:**

- Limit the power of civilian oversight structures
- Prevent the use of past misconduct in discipline considerations
- Limit disciplinary consequences
- Allow advantages in the disciplinary process
- Prevent the release of information to the public
- Allows discipline or terminations to be reversed through arbitration

FIGURE 6

### Proportion of CBAs with Provisions which Limit Discipline or Oversight



## Category 4 | Limits Discipline or Oversight (cont.)

In the 866 agreements that have clauses that Limit Oversight or Discipline:

### 13 LIMIT THE POWER OF CIVILIAN OVERSIGHT STRUCTURES

“ The Director of the Civilian Police Oversight Agency may prepare an investigative summary of discipline administered by the Department. The only information released to the Police Oversight Board, will consist of the alleged charges, disposition of the case (i.e. findings of sustained/non-sustained), and any discipline imposed. If a complainant citizen appeals the discipline that has been issued to the target officer, the investigative file, minus the compelled statements, may be forwarded to the Police Oversight Board for its review. If an appeal is taken, the Director of the Civilian Police Oversight Agency may provide a summary of conclusions to the Police Oversight Board. The summary would be in his/her own words and would be a synopsis of the investigation. The summary of conclusions shall not contain any direct quotes, statements or actual language as contained within the compelled statement. Any information released to the Police Oversight Board shall not contain information that identifies sworn department personnel; this includes any report completed by the Director of the Civilian Police Oversight Agency, and any statements by complainants, witnesses, target officers, suspects, etc. An officer can allow portions or summaries of his/her compelled statements to be released to the Police Oversight Board if he/she chooses. Should the officer choose not to release summaries or the compelled statements, this shall not be considered as a lack of cooperation in the process.”

**ALBUQUERQUE, NM (EXPIRES JUNE 2023)**

### 160 PREVENT THE USE OF PAST MISCONDUCT IN DISCIPLINE CONSIDERATIONS

“ Documents removed from an employee’s personnel file will not be used by the City against an employee for the purpose of progressive discipline.”

**HILLSBORO, OR (EXPIRES DECEMBER 2022)**

### 163 LIMIT DISCIPLINARY CONSEQUENCES

“ A member’s decision to substitute discretionary time shall have no bearing on their disciplinary record. All official Police Department disciplinary records, including the Personnel Order, shall continue to indicate that the member was suspended for the time period as ordered. Substituted suspension time shall continue to be a factor in matters such as progressive discipline, Sick Leave Incentive, promotional exams, etc.” **MILWAUKEE, WI (EXPIRES DECEMBER 2022)**

## Category 4 | Limits Discipline or Oversight (cont.)

### 147 ALLOW ADVANTAGES IN THE DISCIPLINARY PROCESS

“ The Police Chief may order a polygraph of an Officer if a serious allegation is made against the Officer. The Officer may decline, unless the witness and complainant(s) have taken the polygraph first and passed. Serious allegations include a criminal act, abuse of authority, harassment with malicious intent, and reflection of an Officer’s integrity. In the absence of the Police Chief, or during periods of an acting Police Chief, the use of a polygraph examination may only be authorized by the City Manager or Deputy City Manager appointed by Council” **PEORIA, AZ (EXPIRES JUNE 2024)**

### 168 PREVENT THE RELEASE OF INFORMATION TO THE PUBLIC

“ In any cause of action, civil or criminal, no file, or any part thereof, maintained pursuant to §143.089(g) shall be released to any party to the action until relevancy is judicially determined and an application for a protective order limiting the use of such file in that cause of action has been filed.” **HOUSTON, TX (EXPIRES JUNE 2025)**

### 756 HAVE TEXT ALLOWING ARBITRATION

“ Discipline that results in time off, a loss of pay, or benefits will be subject to mediation or arbitration... The arbitrator shall render a decision not later than thirty (30) calendar days after the conclusion of the final hearing. The arbitrator’s decision shall be in writing and shall set forth the arbitrator’s opinions and conclusions on the issues submitted. Findings of the arbitrator made in accordance with the jurisdictional authority of this Article shall be final and binding on both parties.” **CAPE CORAL, FL (EXPIRES SEPTEMBER 2022)**

<sup>3</sup> Stephen Rushin. *Police Disciplinary Appeals*, 167 U. Pa. L. Rev. 545 (2019).

<sup>4</sup> Kimbriell Kelly, Wesley Lowery and Steven Rich. *Fired/Rehired*, Washington Post (2017)

## Category 5 | Pays for Misconduct or Expands Police Budgeting

**Rationale:** Many police union contracts require communities and cities to pay costs related to police misconduct. These costs include giving officers paid leave while under investigation, paying legal fees and the paying the cost of settlements for misconduct lawsuits.

For example, Minneapolis' police union contract requires officers be placed on a mandatory paid administrative leave for a minimum of three calendar days after shooting someone.

FIGURE 7 provides an overview of percentages of CBAs by state which include provisions requiring cities to pay for misconduct or expand police budgeting. Amending this category to include provisions that expand police budgets was a decision made to support discussions around police reinvention.

**The sub-categories developed for this category are as follows:**

- Limit the power of civilian oversight structures
- Prevent the use of past misconduct in discipline considerations
- Limit disciplinary consequences
- Allow advantages in the disciplinary process
- Prevent the release of information to the public
- Allows discipline or terminations to be reversed through arbitration

### Proportion of CBAs with Provisions Which Require Cities to Pay for Misconduct or Expand Police Budgeting

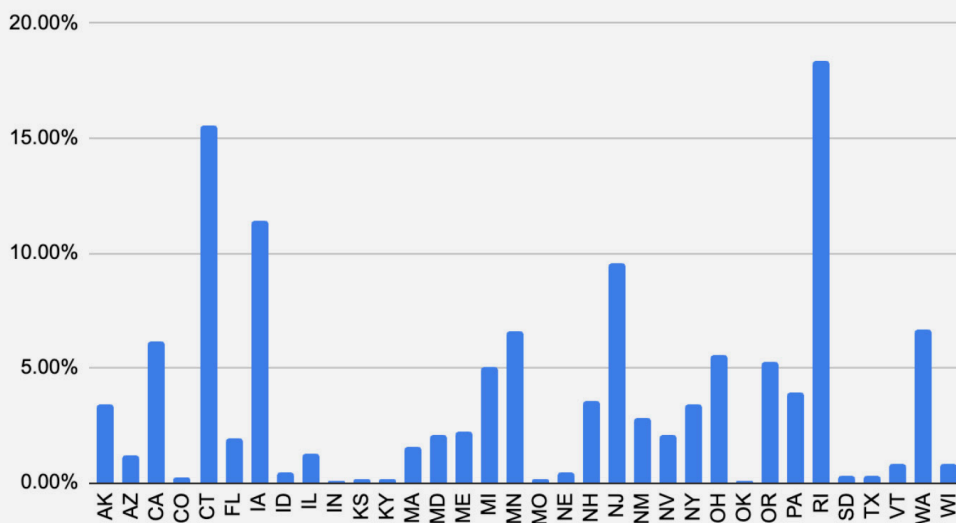


FIGURE 7

## Category 5 | Pays for Misconduct or Expands Police Budgeting (cont.)

In the 885 agreements that have have clauses that Pay for Misconduct:

### 183 PAY OFFICERS WHO ARE SUSPENDED OR BEING INVESTIGATED

“ The City and the Union recognize that there are critical incidents that are unique to police work, directly involving trauma, stress or violence, including but not limited to (a) experiencing the death or violent traumatic injury of a co-worker; (b) taking a life or causing serious injury in a line of duty situation; (c) experiencing the suicide of a co-worker; (d) surviving a major natural disaster, man-made catastrophe or terrorist event; (e) witnessing multiple fatalities; (f) participating in high-speed pursuit that ends in tragedy; and (g) negotiating with a hostage-taking suspect. Whenever a policeman participates in any of the above critical incident, the employee will be permitted a minimum of one (1) up to five (5) days off, with pay, not to be deducted from any other benefits. This paid time off shall be granted by the Chief of Police or his designee and may be extended at the Employer’s sole discretion. The policeman involved in a critical incident will be mandated to attend counseling sessions scheduled by the Chief of Police or his designee and the results will remain confidential”

**CANTON, OH (EXPIRES DECEMBER 2024)**

### 54 GIVE OFFICERS PAID LEAVE FOR MISCONDUCT

“ at the option of the employee, and with concurrence of the Employer, accrued vacation or holiday time may be forfeited equal to the length of the suspension.”

**ALLIANCE, OH (EXPIRES DECEMBER 2023)**

### 447 PAY OFFICERS’ LEGAL COSTS

“ Any sworn member of the Cincinnati Police Department who is prosecuted in any criminal court upon a private warrant or indictment based on actions of the employee judged by the City Manager to be in the proper performance of his official duties, or while performing an extension of his official duties, shall be reimbursed for any reasonable expenses (including attorney fees) billed to said employee by his legal counsel for the employee’s defense as certified by the City Solicitor”

**CINCINNATI, OH (EXPIRES APRIL 2024)**

### 497 PROHIBIT OR RESTRICT LAYOFFS

“ No reduction in force from the existing number of Police Officers during this agreement.”

**CRATER LAKE, IA (EXPIRES JUNE 2023)**

## Category 6 | Erases Misconduct History

**Rationale:** Many police union contracts destroy records of police misconduct every few years or block misconduct from being recorded in an officer's disciplinary file. For example, Baton Rouge's police union contract requires records of misconduct be destroyed in time periods that vary from eighteen months to five years, depending on the type of complaint.

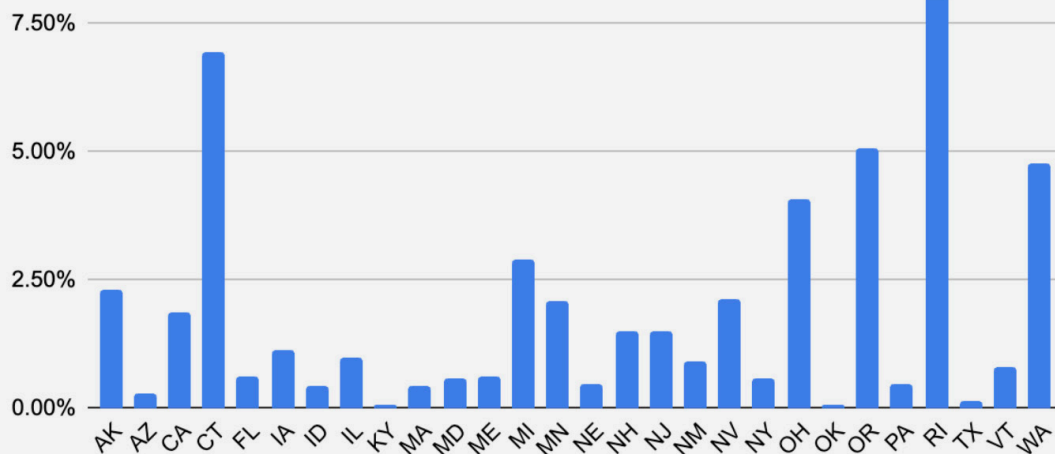
FIGURE 8 provides an overview of percentages of CBAs by state which include provisions which Erase Misconduct.

**The sub-categories developed for this category are as follows:**

- Purge disciplinary records
- Purge unfounded records
- Allow officers to request to purge records

FIGURE 8

### Proportion of CBAs with Provisions which Erase Misconduct





## Category 6 | Erases Misconduct History (cont.)

In the 348 agreements that have have clauses that Erase Misconduct Records:

### 172 PURGE DISCIPLINARY RECORDS

“ After one year from the date a letter of reprimand is placed in an MOS’s permanent personnel file the reprimand may be expunged from the file”

**RIO RANCH, NM (EXPIRES JUNE 2025)**

### 71 PURGE UNFOUNDED RECORDS

“ Employees who have been cleared of any charges shall not have reference of these charges included in their permanent personnel file”

**ALBUQUERQUE, NM (EXPIRES JUNE 2023)**

### 131 ALLOW OFFICERS TO REQUEST TO PURGE RECORDS

“ Letters of reprimand and suspensions of less than five (5) days will be removed from the personnel file after five years upon request of the officer. Suspensions between six (6) and 15 days will be removed from the personnel file after ten (10) years upon request of the officer” **LAREO, TX (EXPIRES SEPTEMBER 2025)**

## Reinventing CBAs: Understanding the Success in Austin, TX

While scholars have noted that the removal of CBA provisions and CBA reinvention is largely a rare occurrence (Walker 2008), there are notable successes in recent years which can help serve as a model for organizers in municipalities across the US. The city of Austin is one of the most notable, if not the most notable, example of how a city can successfully reinvent its police union contract so that it increases transparency, reduces the power of police unions, and allows for the reimagining of public safety. Efforts that successfully resulted in the renegotiation of the CBA in 2017 were led by the Austin Justice Coalition (AJC). AJC was co-founded by Chas Moore and Fatima Mann in 2015. Their mission is to empower people to resist harmful systems through a queer, black feminist lens. Campaign Zero supported AJC in its efforts, direction, and strategy which resulted in the success of CBA reinvention.

### Backdrop

In 2016, the Austin Police Department (APD) made national press for two events: the [fatal shooting of a black teenager, David Joseph](#) and footage of a black school teacher, [Breiaion King being violently arrested](#).

- **The officer responsible for Joseph's death [received a settlement of \\$35,000](#) to prevent an arbitration hearing about his termination that was reduced to a "general discharge" and made it possible for him to potentially work at another police department.**
- **The officer responsible for King's violent arrest was not disciplined because footage of the arrest was made known to the department after the [180-day statute of limitations](#) for reporting police misconduct, a protection embedded in the Austin police union contract, had expired.**

Frustrated by the injustice of the events, AJC targeted the Austin Police Department (APD) CBA as a method to address policing in Austin. At the same time that AJC started its campaign to change the police union contract, Campaign Zero (CZ) published a report on police contracts that found Austin's contract contained all six of the provisions that researchers found "[obstruct, delay or defeat local efforts to hold police accountable and reimagine public safety](#)" (Mckesson, et al, 2016). Chas Moore, AJC's co-founder and executive director reached out to CZ, and CZ co-founders Deray McKesson and Sam Sinyangwe began attending meetings between the City Council and the police association. CZ efforts helped local electeds become aware that eyes across the nation were watching.

TABLE 2 includes the provisions in the pre-2017 APD contract which fit the NT6 Framework.

## Austin Police Association Contract Provisions in NT6

Table includes the provisions in the pre-2017 APD contract which fit the NT6 Framework.

PROVISION CATEGORY	PROVISION LANGUAGE	POTENTIAL IMPACT
<b>Requires City Pay for Misconduct</b>	If the Chief determines to suspend an Officer for fifteen (15) days or less, the Chief may, at his sole discretion in hardship cases, authorize use of the Officer’s accumulated vacation leave to cover all or part of the suspension. It is also understood and agreed that if the Chief permits the use of vacation days for suspension, such days off shall be considered as equal punishment to traditional unpaid days of suspension.	Allows officers to use discretionary time to pay themselves while on unpaid suspension
	Suspensions that may not be appealed. The Officer may choose to use vacation or holiday time to serve the suspension with no loss of paid salary and no break in service for purposes of seniority, retirement, promotion, or any other purpose	Allows officers to use discretionary time to pay themselves while on unpaid suspension
<b>Limits Oversight / Discipline</b>	2) The final decision as to appropriate discipline is within the sole discretion of the Chief of Police, subject to the Officers right of appeal of any discipline imposed as provided by Chapter 143 of the Texas Local Government Code and this AGREEMENT. Neither the OPM 6 employees nor individual members of the Panel shall publicly express agreement or 7 disagreement with the final disciplinary decision of the Chief, other than as set forth in the 8 written recommendation. A deliberate violation of this provision shall be subject to the dispute 9 resolution process set forth in Section 7 of this Article, but a Panel member shall be permanently 10 removed from the Panel upon a violation of this standard	No civilian discipline power
	c) Except as otherwise provided by this AGREEMENT, the Chief of Police retains all management rights and authority over the process of administrative investigation of alleged misconduct by APD Officers that could result in disciplinary action.	Limits civilian power to conduct misconduct investigations
	d) Except as specifically permitted in this Article, the Citizen Oversight process, regardless of its name or structure, shall not be used or permitted to gather evidence, contact or interview witnesses, or otherwise independently investigate a complaint of misconduct by an Officer. There shall be no legal or administrative requirement, including but not limited to subpoena power or an order from the City Manager or the Department, that an Officer appear before or present evidence to any individual, panel, committee, group, or forum of any type involved in Citizen Oversight.	No civilian subpoena power
	c) Information in the possession of the Association Representative as a result of 22 participation in such briefing shall not be disclosed or revealed other than as 23 necessary as a part of official Association business in monitoring and enforcing 24 this AGREEMENT, or in the normal course of dispute resolution processes 25 under this AGREEMENT.	PBA knows what everyone said even in private, cannot disclose publicly
	The final classification of an allegation of misconduct is within the sole discretion of the Chief of Police, subject to the Officers right of appeal of any discipline imposed as provided by Chapter 143 of the Texas Local Government Code and this AGREEMENT	No civilian discipline power
	After the Private Session, the Panel shall meet in Public Session to receive public input/communications. During the public session, the Police Monitor shall take precautions to prevent discussion of the facts of the particular case and to prevent the Public Session from being used as a forum to gather evidence, interview witnesses, or otherwise independently investigate a complaint.	Panel not allowed to hear any data in public session
	2) A Panel recommendation that further investigation by the Department is warranted, as authorized by Section 4(l)(1)(a). Unless made confidential by a law other than Section 143.089(g) of the Texas Local Government Code, such recommendations shall be subject to public release, in their entirety, only after the Police Chiefs final disciplinary decision as to the subject Officer(s), and only if the Police Chief imposes discipline.	Police chief, if doing nothing, keeps info from getting out
	4) By virtue of its purely advisory role, the Panel is not a governmental body and is not subject to the Open Meetings Act.	Meetings can be held in secret, don't have to abide by sunshine law



PROVISION CATEGORY	PROVISION LANGUAGE	POTENTIAL IMPACT
<p><b>Limits Oversight / Discipline (cont.)</b></p>	<p>Neither the OPM employees nor individual members of the Panel shall publicly express agreement or disagreement with the final disciplinary decision of the Chief, other than as set forth in the written recommendation. A deliberate violation of this provision shall be subject to the dispute 9 resolution process set forth in Section 7 of this Article, but a Panel member shall be permanently 10 removed from the Panel upon a violation of this standard.</p> <p>no public release unless police chief says so. Police chief decides everything. “(2) The final decision as to appropriate discipline is within the sole discretion of the Chief of Police, subject to the Officers right of appeal of any discipline imposed as provided by Chapter 143 of the Texas Local Government Code and this AGREEMENT. Neither the OPM employees nor individual members of the Panel shall publicly express agreement or disagreement with the final disciplinary decision of the Chief, other than as set forth in the written recommendation. A deliberate violation of this provision shall be subject to the dispute resolution process set forth in Section 7 of this Article, but a Panel member shall be permanently removed from the Panel upon a violation of this standard</p> <p>There shall be no legal or administrative requirement, including but not limited to subpoena 2 power or an order from the City Manager or the Department, that an officer appear before or 3 present evidence to any individual, panel, committee, group, or forum of any type involved in 4 Citizen Oversight.</p>	<p>Prevents civilian oversight from criticizing Police Chief</p> <p>No civilian discipline power</p> <p>No civilian subpoena power</p>
<p><b>Erases Misconduct Records</b></p>	<p>Records are not fully preserved, since records of suspensions (three days or less) are erased and replaced with a written reprimand. c) Reductions of Suspensions of Three (3) Days or Less to a Written Reprimand The parties agree that temporary suspensions of 1, 2, or 3 days that were imposed on or after March 25, 2001, will be automatically reduced to a written reprimand under the following conditions: (1) Suspensions of 1, 2, or 3 days, which are/were not appealed, shall be reduced to a written reprimand two (2) years after the date the suspension was served on the Officer if: i. The Officer does/did not have a sustained complaint for substantially similar conduct within two (2) years from the date the suspension was served on the Officer. (2) Suspensions of 1, 2, or 3 days, which are/were not appealed, shall be reduced to a written reprimand three (3) years after the date the suspension was served on the Officer if: i. The Officer has been previously disciplined for substantially similar conduct, and; ii. The Officer does/did not have a sustained complaint for substantially similar conduct within the next three (3) years from the date the suspension was served on the Officer. (3) Any controversy over whether or not the prior conduct was substantially similar may be presented to a Hearing Examiner under the other provisions of this Article. (4) Suspensions of 1, 2, or 3 days that are/were appealed to the Civil Service Commission or a Hearing Examiner are not eligible for reduction to a written reprimand under this AGREEMENT. (5) Suspensions of 1, 2, or 3 days that are/were reduced to a written reprimand shall not be introduced, cited, or used in any manner in subsequent disciplinary suspensions or appeals as to that Officer, but the original disciplinary decision is not covered by 37 this Section as to contentions of disparate discipline by other Officers.</p>	<p>Erases records of 1-3 day suspension, replaces with written reprimand</p>
<p><b>Restricts / Delays Interrogations</b></p>	<p>a) Not less than forty eight (48) hours before the Officer who is the subject of an investigation provides a statement to an investigator, the Officer shall be provided a copy of the complaint(s).</p>	<p>48 hours for the police officer to prepare before giving statement</p>



PROVISION CATEGORY	PROVISION LANGUAGE	POTENTIAL IMPACT
<b>Gives Officers Unfair Access to Information</b>	g) When the Chief of Police is notified that the Panel plans to review a case involving a critical incident or an allegation of a civil rights violation, the Officer and his representative shall be given an opportunity to meet with the Internal Affairs investigator and review witness statements and photographic or videotape evidence contained in the IA file, for up to eight hours.	Gives officers access to all evidence prior to an interrogation
	b) Before the Officer who is the subject of an investigation provides a statement to an investigator, the Officer and his representative shall be provided an opportunity to review any videotape, photograph, or other recording of the operative conduct or alleged injuries, if any, which is the subject of the allegations if such recording is within the possession or control of the Department.	Gives officers access to all evidence prior to an interrogation
	i) The Officer and his representative shall be allowed up to eight hours to review any and all evidence gathered or obtained during the investigation. The evidence available for review shall include the IA summary, if any;	Gives officers access to all evidence prior to an interrogation
<b>Disqualifies Complaints</b>	The statutory time period for the Chief of Police to take disciplinary action against an Officer shall be tolled to the extent of any period in which a court order, injunction, or TRO, obtained by the Officer involved or the ASSOCIATION on behalf of the Officer, halts the Departments investigation or disciplinary process. In no event will the actual time exceed 180 calendar days.	180 day statute of limitations on investigations or no discipline can be imposed

At the same time that AJC started its campaign to change the police union contract, Campaign Zero (CZ) published a report on CBAs and LEOBORs that found Austin's contract contained all six of the provisions that researchers found "[obstruct, delay or defeat local efforts to hold police accountable and reimagine public safety](#)" (Mckesson, et al, 2016). Chas Moore, AJC's co-founder and executive director reached out to CZ, and CZ co-founders Deray McKesson and Sam Sinyangwe began attending meetings between the City Council and the police association. CZ efforts helped local electeds become aware that eyes across the nation were watching.

## Political Conditions & Institutional Design Considerations

Prior to discussing the strategy developed and led by AJC, it is also to consider a number of different political conditions which were raised by AJC as contextual and environmental factors which are important to consider for other cities:

### Political Environment + City Council Reforms

Prior to 2014, all city council positions in Austin were elected “at-large.” This means that city council members were accountable to the majority of the city which naturally didn’t allow for a strong pluralistic representative system by design. [Since 2014](#), members of the city council have been elected from 10 districts instead of at-large. This led to a council with members who are racially, ethnically and ideologically more diverse. Moreover, it allowed representatives to be accountable to their district constituents as opposed to Austin at-large. AJC leaders

### State Public Hearing Laws

Texas is [only one of eight states](#) that require any collective bargaining related to police officers be made transparent (Katz, 2021). The state dictates all hearings are public and any member of the public can be present, and that in turn guarantees that black and brown communities, who are most at risk of experiencing police misconduct, have an opportunity to participate and voice their views. Organizers in states without public hearing laws should prioritize supporting legislation which would allow the community to be present throughout the bargaining process This will in turn allow for more participatory governance (Katz 2021).

### Dissent & Political Alignment

AJC leadership noted that in addition to the tragic killing of a David Joseph, the post-216 election environment also produced a unique mix of political capital in the city of Austin. The city of Austin, while the capital of one of the most conservative states in the US, Texas, is a unique progressive stronghold for the state of Texas. The political capital and support for dissent in the face of injustice in Austin and the election of Donald Trump triggered a unique type of support for dissent and calls for justice.

## Approach

Initially, the 18-month campaign to change the Austin CBA began with four AJC members attending a public meeting surrounding the CBA utilizing Texas' state law requiring open hearings and negotiations. As word spread about AJC's work on the contract, more groups expressed interest in joining their efforts. The initial coalition members who worked with AJC are as follows:

- **Black Sovereign Nation**
- **Communities of Color United for Racial Justice**
- **CounterBalance ATX**
- **Grassroots Leadership**
- **Texas Criminal Justice Coalition**
- **Texas Civil Rights Project**

The coalition worked together to establish eight crucial (TABLE 3) improvements that members wanted to see made to the contract. Several local community and criminal justice advocacy groups gained an interest in supporting the effort and joined AJC to build a coalition. The coalition worked together to brainstorm and narrow down the changes they wanted to see made into a list of eight recommendations. The collaboration required to create the recommendations ensured that the coalition was unified. One note by AJC leadership was the importance to approach coalition building in a radically restorative way which views groups and individuals as having the capacity to understand and change over time.

TABLE 3

### Coalition Recommendations

**Change the department's 180-day rule**

**Eliminate the practice of automatically downgrading short suspensions**

**Give subpoena power to current oversight bodies**

**Allow misconduct to be considered equitably in promotions**

**Allow citizens to file anonymous complaints online or over the phone**

**Allow the police monitor to initiate investigations even without a citizen complaint**

**Stop permanently sealing records related to police misconduct**

**Release records without removing content**



## Approach (cont.)

### Tactics

In addition to coalition building which was a critical part to strategizing, the coalition engaged in several tactics that AJC believes could have played a role in the success:

**1. Attending Public Hearings + CBA Negotiation Meetings**

Members of the coalition were present at meetings between the city of Austin and the police association, which meant the police association could not railroad the city into an unfair contract like it had in the past. At these meetings coalition members took meticulous notes and followed up with city council members and negotiators to urge them to support the suggested changes to the contract.

**2. Organizing Community Forums & Public Engagement**

As the vote drew nearer the coalition found that they were not being listened to, and they decided to get the community involved in an effort to apply more pressure on the city council. In order to increase community involvement, the coalition organized community forums in the districts of council members who did not support the eight improvements suggested by the coalition.

**3. Getting Support from Community Leaders**

Influentials (people who hold positions of leadership in the community) were also targeted and encouraged to sign a statement in support of the coalition's suggested changes to the contract. For example, the coalition reached out to and received support from doctors, judges, educators, religious leaders and leaders of local political and community organizations. CZ partnership helped provide a national spotlight on the issue which AJC highlighted helped create additional pressure on electeds.

**4. Targeting Electeds**

The coalition also focused on constituents in districts of council members who were swing votes or "No" votes. Constituents were encouraged to call into council members offices in order to persuade them to vote down the current contract and instead support a new contract with greater accountability and transparency measures. As noted earlier, the city council reforms allowing for pluralistic representative districts as opposed to at-large seats likely assisted in this process.

**5. Press Engagement**

AJC continued to engage with the press by providing interviews, press releases, and information about coalition efforts and perspectives to continue to build community and broader support.

**6. Expert Engagement**

In addition to engagement with CZ staff and advisors who provided resources and research, working with labor and legal experts before and throughout the process was critical in identifying other avenues and strategies. Moreover, it aided in the navigation of the negotiation process. Specifically, the coalition was able to leverage legal expertise on the legitimacy and strength of the oversight entity.

**7. Executive Agency Leadership**

While the coalition was not successful in securing APD leadership to support their efforts, APD leadership remained neutral throughout the process which likely helped as opposed to hurt the effort. The disconnect and tension between law enforcement rank-and-file and leadership should be understood and examined during the strategizing of CBA reinvention.

**8. Mayoral Support**

AJC and the coalition were successful in obtaining the Mayor's support which also helped reinforce city council support for the changes and reforms.



## Results & Outcome

As a result of the work to get the community involved, people from across Austin showed up at a December 2017 city council meeting and voiced their opposition to the proposed contract because it lacked substantial changes that would increase transparency and accountability. A [vote from the city council required the union to go back to the negotiation table](#) and reach a deal that integrated measures that increased accountability and transparency. The union walked away, but in the summer of 2018 they changed their chief negotiator and [on November 15, 2018 the City Council voted unanimously for the new police contract](#). This contract included changes that increased accountability and transparency measures but also combated expansion in police budgeting.

## Changes Made

In addition to the contract changes made specific to Nix the 6 Provisions found in TABLE 4, There were several successes in the 2017 contract reform process worth highlighting:

**Fighting Funding Efforts.** The Austin Police Association sought \$82.5 Million in funding. The APA were only successful in obtaining \$44.6 million, half of the \$82.5 million that the police association initially sought.

**Changing How Misconduct is Documented.** The new contract halted the practice of reducing short suspensions on an officer's record to classified, written warnings after a few years.

**Allowing for the filing of Anonymous Complaints & Strengthening of External Oversight.** The Austin City Council also created an Office of Police Oversight (OPO) that can initiate complaints and has the ability to receive anonymous complaints that can be submitted online. The OPO can file the complaints it receives with the Austin Police Department (APD) and publicly disclose the findings of the complaints.

[A report by the OPO](#) examined complaints filed in 2019 and 2020 and found that while the number of complaints against officers increased, (particularly due to protests in 2020) the number of officers disciplined decreased between 2019 (200 officers) and 2020 (159 officers).

TABLE 4

### Coalition Recommendations Adopted in New Police Contract

√ indicates the recommendation was adopted

- √ **Change the department's 180-day rule<sup>5</sup>**
- √ **Eliminate the practice of automatically downgrading short suspensions**
  - Give subpoena power to current oversight bodies**
  - Allow misconduct to be considered equitably in promotions**
- √ **Allow citizens to file anonymous complaints online or over the phone**
  - Allow the police monitor to initiate investigations even without a citizen complaint**
  - Stop permanently sealing records related to police misconduct**
  - Release records without removing content**

<sup>5</sup> Removing the Statutes of Limitations for Filing Complaints. The new police union contract included a change to the 180-day rule that allowed for the investigation and discipline of complaints outside of the 180-day deadline in cases where the officers engaged in possible criminal misconduct. This specifically is related to [the Breanon King case](#) where the case was disregarded because it was past the statutes of limitations.



## Austin, TX: Lessons Learned and Long-Term Impact

Coalition victories in 2017-2018 set the stage for additional changes to be made to policing practices in Austin in the aftermath of the 2020 protests. When the city council unanimously voted to reject the contract put forth by the police union in 2017, it signaled to other city officials that they too could say no to the police without fear that their political careers would be in jeopardy. This shift in political power led to the city council's efforts to reduce police funding in 2020 and address police use of force. In 2020, the Austin City Council [voted to ban the use of weapons](#) such as tear gas and rubber bullets and instructed the city manager to put forward a plan to reduce the police department's budget. In August of 2020, [the city council unanimously voted](#) to decrease the police budget by a third and redistribute the funds to community public safety programs and social services. However, this critical reform was then reversed by the state legislature, rendering how state-level hard-on-crime legislatures abilities to combat local organizer efforts.

Nonetheless, the CBA reinvention victory in Austin shifted the political landscape in Austin and demonstrated the importance of building a united, local coalition that can be present in meetings where police union contracts are negotiated and spread the message to the community on how to get involved with campaigns to alter contracts. The coalition's work was the first to attack CBAs in this way and after the passage of the new contract, a dozen different organizations and city council members in different cities reached out to AJC to share their knowledge and advice messaging around police contracts in their jurisdictions. While there is no surefire formula that will work in every context, AJC shared helpful information and walked through the nuances of each jurisdiction where people reached out to them.

## Discussion

The Nix the 6 campaign aims to help organizers to quickly identify problem provisions that combat transparency, accountability, and police reinvention. The primary aim of this research brief is to provide a descriptive overview of the NixThe6 provisions found across the **962 active rank-and-file CBAs** in the database:

**835 Pay for Misconduct or Expand Police Budgeting**

**781 Limit Oversight or Discipline**

**304 Erase Misconduct Records**

**263 Restrict or Delay Interrogations**

**269 Give Officers Unfair Access to Information**

**176 Disqualify Complaints**

**Only 15 agreements reviewed contained none of the Nix the Six provisions.**

While Nix the 6 provides a helpful framework for organizers to identify and target provisions which combat transparency, accountability, and police reinvention, it is critical to understand dimensions beyond CBAs that unions operate and can still be effective in combating changes to policing.

The brilliant organizing strategy led and designed by AJC is a helpful framework to follow bearing in mind the political and environmental considerations that may have also assisted in their success. Further, while the contract changes seemed like a small change for some, the shift in the political landscape rendering the strength of communities in restraining policing allowed for greater reinvention in subsequent years. Thus, like

AJC, looking for ways to combat funding, increasing the power of civilian oversight, and other efforts to restrain police unions are important to consider beyond just CBA provisions.

**We encourage organizers to reach out if there are any ways we can support your efforts on CBA or LEOBOR reinvention. While the research remains mixed around police misconduct outcomes, we believe this is critical for introducing fundamental fairness and transparency. More importantly, this neglected dimension of policing is critical to understand for discussions around police reinvention. Without tackling CBAs, efforts to reinvent policing and construct a world beyond policing will continue to remain fraught.**



## References

- Blanchard, Bobby. "Austin City Council Is Primed for a Shift." *The Texas Tribune*, October 3, 2014. <https://www.texastribune.org/2014/10/03/austin-city-council-primed-shift-november/>.
- Bies, Katherine J. "Let the sunshine in: Illuminating the powerful role police unions play in shielding officer misconduct." *Stanford Law & Policy Review*. 28 (2017): 109.
- Dharmapala, Dhammika, Richard H. McAdams, and John Rapaport. "The Effect of Collective Bargaining Rights on Law Enforcement: Evidence from Florida." SSRN, 2017. <https://doi.org/10.2139/ssrn.3095217>.
- Emmanuel, Adeshina. "How Union Contracts Shield Police Departments from DOJ Reforms." *In These Times*, June 21, 2016. <http://inthesetimes.com/features/police-killings-union-contracts.html>.
- Fisk, Catherine L., and L. Song Richardson. "Police unions." *George Washington Law Review*. 85 (2017): 712.
- Freer, Emma. "Austin City Council Unanimously Approves New Police Contract, Creates Office of Police Oversight after Months-Long Process." *Community Impact Newspaper*, November 15, 2018. <https://communityimpact.com/austin/central-austin/city-county/2018/11/15/austin-city-council-unanimously-approves-new-police-contract-office-of-police-oversight-after-months-long-process/>.
- Hernandez, Nina. "Activists' Hopes for Police Negotiations Hinge on Statute of Limitations." *The Austin Chronicle*, September 15, 2017. <https://www.austinchronicle.com/news/2017-09-15/activists-hopes-for-police-negotiations-hinge-on-statute-of-limitations/>.
- Hoffberger, Chase. "City Council Blocks Police Contract." *The Austin Chronicle*, December 14, 2017. <https://www.austinchronicle.com/daily/news/2017-12-14/city-council-blocks-police-contract>.
- Huq, Aziz Z., and Richard H. McAdams. "Litigating the Blue Wall of Silence: How to Challenge the Police Privilege to Delay Investigation." *University of Chicago Legal Forum* (2016): 213.
- Jankowski, Philip. "Austin Police: Teen Killed by Officer Identified as David Joseph, 17." *Austin American-Statesman*, September 4, 2016. <https://www.statesman.com/story/news/2016/09/04/austin-police-teen-killed-by-officer-identified-as-david-joseph-17/10107502007/>.
- Jankowski, Philip. "City Pays Austin Officer Who Killed Teen \$35,000 to Avoid Arbitration." *Austin American-Statesman*, December 3, 2016. <https://www.statesman.com/story/news/2016/12/03/city-pays-austin-officer-who-killed-teen-35000-to-avoid-arbitration/10142910007/>.
- Katz, Walter. "Beyond Transparency: Police Union Collective Bargaining and Participatory Democracy." *Southern Methodist University Law Review*, 74 (2021): 419.
- Keenan, Kevin M., and Samuel Walker. "An Impediment to Police Accountability? An Analysis of Statutory Law Enforcement Officers' Bills of Rights." *Boston University Public Interest Law Journal*, 14 (2004): 185.
- Kelly, Kimbriell, Wesley Lowery, and Steven Rich. "Fired/Rehired." *The Washington Post*, August 3, 2017. <https://www.washingtonpost.com/graphics/2017/investigations/police-fired-rehired/>.
- Levinson, Reade. "Across the U.S., Police Contracts Shield Officers from Scrutiny and Discipline." *Reuters*, January 13, 2017. <https://www.reuters.com/investigates/special-report/usa-police-unions/>.
- McMahon, Sukyi, and Chas Moore. "To Reform the Police, Target Their Union Contract." *The New York Times*, April 8, 2019. <https://www.nytimes.com/2019/04/08/opinion/austin-police-union-contract.html>.
- Mele, Christopher, Niraj Chokshi, and Christine Hauser. "Texas Investigates Violent Traffic Arrest of Black Teacher." *The New York Times*, July 22, 2016. <https://www.nytimes.com/2016/07/23/us/texas-investigates-violent-traffic-arrest-of-black-teacher.html>.
- "Nix the Six," Campaign Zero, September 6, 2022, <https://nixthe6.org/>.
- No More Cop Money: Get Police Money Out of Politics. *NoMoreCopMoney*. <http://nomorecopmoney.com/cop-money.html>.
- "Office of Police Oversight: 2019-2020 Annual Report." *City of Austin*, n.d. <https://alpha.austin.gov/police-oversight/office-of-police-oversight-2019-2020-annual-report/>.
- "Police Unions and Civilian Deaths." *NPR*, June 3, 2020. <https://www.npr.org/transcripts/869176943>.
- Rad, Abdul. "Police Institutions and Police Abuse: Evidence from the US." SSRN, 2018. <https://doi.org/10.2139/ssrn.3246419>.



## References (cont.)

Rad, Abdul Nasser, David S. Kirk, and William P. Jones. "Police Unionism, Accountability, and Misconduct." *Annual Review of Criminology* 6, no. 1 (2023). <https://doi.org/10.1146/annurev-criminol-030421-034244>.

Rushin, Stephen. "Police union contracts." *Duke Law Journal*, 66 (2016): 1191.

Rushin, Stephen. "Police disciplinary appeals." *University of Pennsylvania Law Review*, 167 (2018): 545.

Walker, Samuel. "The Neglect of Police Unions: Exploring One of the Most Important Areas of American Policing." *Police Practice and Research* 9, no. 2 (2008): 95–112. <https://doi.org/10.1080/15614260802081253>.

Walker, Samuel. "The Baltimore Police Union Contract And The Law Enforcement Officers's Bill Of Rights: Impediments To Accountability." 2015a. <https://samuelwalker.net/wp-content/uploads/2016/10/BALTIMORE-POLICE-UNION-CONTRACTFinal.pdf>.

Walker, Samuel. "Police Union Contract 'Waiting Periods' For Misconduct Investigations Not Supported By Scientific Evidence." 2015b. <https://samuelwalker.net/wp-content/uploads/2015/06/48HourSciencepdf.pdf>.

Wilson, Mark D., and Hojun Choi. "Austin City Council Unanimously Approves \$150 Million - One-Third - Cut to Police Budget." *USA Today*, August 14, 2020. <https://www.usatoday.com/story/news/nation/2020/08/14/austin-city-council-approves-cut-police-budget-one-third/5582312002/>.

Venkataramanan, Meena. "Austin City Council Unanimously Limits Police Officers' Use of Force and Asks for Cuts to Department Budget." *The Texas Tribune*. The Texas Tribune, June 12, 2020. <https://www.texastribune.org/2020/06/11/austin-police-reform-budget-cut-george-floyd-protests/>.



# Appendices

## Appendix A: Codebook & Reproducible Data

[Codebook](#)

## Appendix B: Training

[Initial NT6 Training](#)

[Disqualifying Misconduct Complaints Remediation](#)

[Erasing Misconduct Records Remediation](#)

[Pays for Misconduct Remediation](#)

[Restrict or Delay Interrogations Remediation](#)

[Giving Officers Unfair Access to Information Remediation](#)

[Limiting Oversight and Discipline Remediation](#)

## Appendix C: Assessment

[Pretest](#)

[Posttest Assessment](#)

## Appendix D: Police Unionism Beyond CBAs & LEOBORs

To reiterate, while police union mechanisms beyond CBAs and LEOBORs play a critical role, they're beyond the scope of this report. The below provides a short introduction to research reviewing other union mechanisms that should be considered when organizing against police unions.

### Electoral Politics & Lobbying

[A Campaign Zero analysis](#) of police union lobbying and political contributions in California found that police unions had contributed to 118 of California's 120 state legislators from 2011-2017 and spent over \$2 million in lobbying the state legislature during a one-year period - substantially more than had been spent by racial justice organizations within the state or even the NRA. [A nationwide analysis](#) conducted by NoMoreCopMoney found that the political action committees of police unions and associations had donated over \$19,600,000 to 3,530 state and local politicians since 2015. Both analyses found that police union contributions disproportionately went to Democratic politicians. These analyses are aligned with data released by Open Secrets finding that police unions contribute the most to Democrats who opposed police accountability legislation.

### Blocking Reforms & Legislation to Improve Transparency

[One study](#) found how police unions work to block "sunshine laws" that would make records of police misconduct available to the public.<sup>6</sup> Professors Catherine Fisk and L Song Richardson identify a number of additional ways in which police unions block systemic changes to policing from being implemented, including how police unions utilize state laws to force cities to negotiate over changes to police disciplinary processes, use of force reporting and investigation procedures, the size and scope of the police force, and other changes deemed related to "conditions of employment." For example, a review of 17 cities where the US Department of Justice mandated police reforms found at least 7 cities (41%) had reforms blocked due to their police union contracts.

<sup>6</sup> "Sunshine Laws" are Freedom of Information Act legislation intended to create greater transparency in government.

