

Bargained Away

HOW LOCAL AND STATE GOVERNMENTS IN CONNECTICUT HAVE BARGAINED AWAY POLICE ACCOUNTABILITY

ACLU
Connecticut

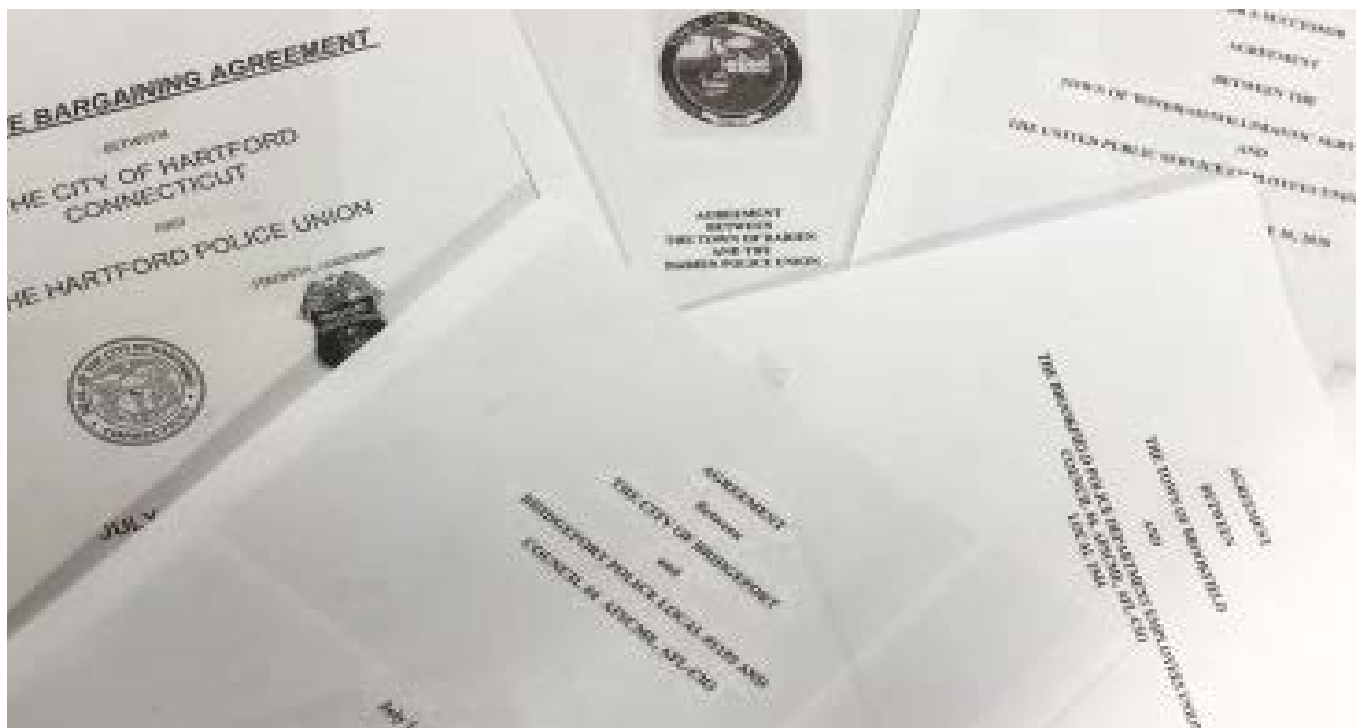
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After Bridgeport police officer Steven Figueroa was arrested for the third time on domestic violence-related charges, local politicians joined city residents in expressing outrage that Figueroa remained on the department's payroll.

“Domestic violence will not be tolerated and having another suspension with pay does not cut it,” state Senator Marilyn Moore said last July, days after Figueroa’s third arrest. “He should be suspended immediately without pay. The chief needs to take a stand on this issue and nothing less will do.”

But even if Police Chief Armando Perez had been serious about holding his employee to account, (something he’d proven unwilling to do when another employee, James Boulay, killed 15-year old Jayson Negron), Figueroa was guaranteed a paycheck until that third arrest, when his charges included felony risk of injury to a minor. The culprit? A provision in the police union contract that legally barred the department from suspending an officer without pay for anything less than conduct serious enough to warrant a

A review by the ACLU of Connecticut (ACLU-CT) of every police union contract in Connecticut reveals that many have gone well beyond traditional workplace protections at the heart of the labor movement, and now include language that shields police misconduct and weakens accountability and oversight.

felony arrest. Despite credible allegations that Figueroa had tormented and intimidated women, his previous arrests – for stalking, harassment, criminal mischief, disorderly conduct and breach of peace – had all been misdemeanors, guaranteeing that even if he were told not to come to work, taxpayers would still be on the hook for his salary, no matter how long an investigation dragged on.

“It just doesn’t seem like it really has any teeth,” Takina Shafer, a member of the Bridgeport Generation Now Action Council said of the union contract in her city. “What’s the point in having any kind of policies and procedures if you can draw a salary for poor behavior?”

For more than a century, organized labor and collective bargaining agreements have been critical forces in leveling the playing field for the American worker, protecting employees from exploitation, discrimination, unfair wages, and dangerous working conditions.

But police union contracts, in Connecticut and across the country, are a different story: by preventing accountability, they most often serve as part of a larger apparatus that perpetuates police violence and systemic racism. A review by the ACLU of Connecticut (ACLU-CT) of every police union contract in Connecticut reveals that many include language that shields police misconduct and weakens accountability and oversight. Among the troubling findings from the ACLU-CT’s review are provisions that:

- Mandate the destruction of disciplinary or investigative records – after as little as six months – or bar departments from using the records to establish a pattern of misconduct by officers.
- Prohibit the investigation of anonymous complaints – in violation of state law – or shield officers from discipline if complainants don’t want to be identified.
- Limit the ability of police chiefs to summarily discipline officers accused of serious wrongdoing.
- Require that hearings on police misconduct be held behind closed doors, with the public excluded.
- Shut down misconduct investigations

that aren’t completed in a specific timeframe.

- Hamper the investigation of officers accused of wrongdoing, by limiting interrogations or requiring investigators to turn over evidence before speaking with accused officers – accommodations police would be loath to afford civilians.

These constraints on accountability are especially problematic given the scope and power of policing, the systemic racism at its core, and the deadly confluence of all three. In Connecticut as in the rest of the country, state and municipal officials have largely given police free rein to perpetuate violence against Black and Latinx people. In 2020, police in Connecticut have shot and killed at least four people, three of whom were young Black or Latinx men. With a state population that is 80 percent white, 56 percent of people who police tased or threatened to tase were people of color according to the most recent data. Meanwhile, many of Connecticut’s majority white small towns already have divested from municipal policing, but Black and Latinx communities are over-policed and under-resourced.

In this climate and in response to police killings of cis and trans Black men and women nationwide, thousands of people have taken to the streets in Connecticut to demand the beginning of a country that divests from policing and instead invests those resources in schools, health, and opportunity -- the things that truly make people safe. When renegotiated, contracts offer a way to divert money from policing, and they are just one piece of a larger puzzle. Dismantling the apparatus that has allowed policing to become what it is requires more than taking on contracts that shield police from accountability and transparency. The center of efforts to end police violence must be divestment from policing. Furthermore, the problem of policing includes police leadership, not just the employees girded by contracts.

FINDINGS

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- Prohibit the investigation of anonymous complaints – in violation of state law – or shield officers from discipline if complainants don't want to be identified.
- Limit the ability of police chiefs to summarily discipline officers accused of serious wrongdoing.
- Require that hearings on police misconduct be held behind closed doors, with the public excluded.
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HISTORY

This report is therefore meant as a resource for people who want to take on the larger effort to end police violence and racism, and who know they will encounter the barrier of contracts in that work -- for instance, because of the ways in which contracts provide police with guaranteed raises, overtime, and stipends with no strings of accountability attached. It is also meant as a guide for people to be able to hold their state and local officials accountable for their roles in bargaining away police accountability.

The union contracts governing police departments today were born of a tragic and turbulent history. Modern labor relations trace back at least to the assassination of President James Garfield in 1881 by a would-be office-seeker turned down for a job at a time when government positions were doled out purely on the basis of patronage. That led to efforts to professionalize the public workforce and build a civil-service system based on merit.

That same year, the precursor to the American Federation of Labor was formed, as the long and difficult struggle for workers' rights continued to take shape. In 1919, police officers in Boston attempted to join that movement by affiliating with the AFL. When the local police commissioner suspended union leaders, most of the force walked off the job, leading to days of unchecked violence and looting. The Massachusetts State Guard restored order after several days, but not before fatally shooting eight people. When the dust settled, nearly 1,200 striking officers were fired, the union collapsed amid accusations of Bolshevik sympathies, and the cause of public-sector unionizing was dealt a major setback.

Private-sector workers finally won the guaranteed right to organize in 1935, but into the 1940s and beyond, attempts by police to form unions were legally stymied. And even as those restrictions waned, police unionization was not particularly common. And then came the 1960s. Toward the end of that decade, uprisings in major cities – sparked in part by anger over police discrimination and brutality – spread across the country, leaving scores dead and thousands injured. The violence left the nation

stunned and led President Lyndon Johnson to appoint a panel to investigate the causes.

“Almost invariably the incident that ignites disorder arises from police action,” the [Kerner Commission](#) reported in 1968. “To some Negroes police have come to symbolize white power, white racism and white repression.”

Police employees reacted to the scathing report defensively. Believing they were misunderstood by the public and fearing they would be scapegoated, many responded by seeking unionization. By the early 1970s, three-quarters of police officers were members of unions.

Before long, cash-strapped communities across the country were looking for ways to negotiate union contracts while minimizing increases in wages. A frequent solution: trade away oversight and accountability.

Today, “police unions across the country have used the collective bargaining process to circumvent basic tenets of accountability, transparency, and fairness,” organizers with Campaign Zero wrote in a 2016 report. “In short, as a result of these contracts police officers operate by a completely different set of rules.”

Here in Connecticut, many of those harmful provisions – negotiated in secret and carrying the force of law – have made their way into contracts affecting a majority of the state’s residents, from large urban cities to tiny rural communities. And given the history and nature of policing in Connecticut, these provisions most endanger Black and Latinx people.

It is time to shine a light on those rarely viewed documents. Individual contracts for every police department in Connecticut can be viewed and downloaded at www.acluct.org.

Statewide, the picture is grim. Contracts covering nearly three-quarters of the state include provisions that require destroying or ignoring records of

misconduct, and contracts for more than half the state include unacceptable roadblocks for civilians seeking to report misconduct by an employee. Not a single contract could receive perfect marks for accountability and oversight.

What follows are some of the major areas of concern.

DISAPPEARING DISCIPLINE

Some contracts mandate the destruction of disciplinary records or bar departments from using the records to establish a pattern of misconduct.

Given the power vested in police, even a single act of misconduct is one too many. But in most Connecticut cities and towns, union contracts call for disciplinary records to be removed from personnel files or ignored when officers commit subsequent misdeeds. In some communities, the collective bargaining agreement conflicts with state law.

The contract for police in Avon, for example, dictates that:

Records of written reprimands more than two (2) years old and disciplinary actions with more severe penalties which are more than five (5) years old shall be removed from an employee's "disciplinary file" in accordance with State law, pursuant to procedures under the State of Connecticut Records Retention Schedule provided that, over that same period of time there has been no additional disciplinary action taken against the employee. The Town will submit the necessary forms to the State Public Records Administrator for his/her approval.

Police contracts in other towns call for the removal of disciplinary material with no mention of the records-retention requirements. Under the West Haven police contract, "When an employee receives a written warning or letter of reprimand placed in his or her personnel file it shall be removed after three (3) years provided the employee has had no other discipline issues in that time period."


In Windsor, records of misconduct can disappear from personnel files in a matter of months, with serious punishment vanishing in just a few years:

All records of verbal reprimands shall be removed from the personnel file after six (6) months. Records of written reprimands shall be removed from the personnel file after two (2) years. Records of suspension of ten (10) days or less shall be removed from the personnel file after three (3) years.

Even when those records are removed, however, the Windsor contract permits the police department to consider past misconduct for the purposes of progressive discipline. But other contracts require towns to essentially pretend past misconduct never happened.

EXAMPLE: HARTFORD

In 2018, then-Hartford Police Department Sergeant Stephen Barone was caught on camera threatening a group of young, mostly Black and brown people by telling them he was "trigger happy." As the video spread, so did news of Barone's history – he had been suspended in 2017 for his role in an excessive force case, yet the department had promoted him soon after. Why did Hartford promote someone with a history of problems to a job where they would be working more frequently with the public, and supervising others? The answer, at least in part, lay with the City's CBA. Hartford agreed to allow certain police employee disciplinary records to play no role in future discipline, and, by extension, future promotions and assignments. The CBA guaranteed records of a police employee's oral discipline would disappear after a year, written reprimands after two years, and both kinds of discipline would be "disregarded in any future disciplinary action." After public pressure, the Department fired Barone. But the City's CBA continued to contain the same disappearing discipline that had kept him on City streets.

A photograph of a large crowd of people, many with their hands raised in the air, suggesting a protest or public demonstration. The background shows a building with a tall, thin tower. The text is overlaid on a yellow rectangular background in the upper right corner.

In Connecticut, many harmful provisions – negotiated in secret and carrying the force of law – have made their way into contracts affecting a majority of the state’s residents, from large urban cities to tiny rural communities.

In Berlin, a written reprimand is “inadmissible and of no force or effect for any purposes whatsoever” after three years unless the officer repeats the same misconduct. And even more-serious conduct cannot be used against an officer after five years.

Under the contract, such records of “voided disciplinary action” are to be “temporarily removed” when an officer is being considered for a promotion.

Bridgeport’s contract makes discipline disappear even faster:

Written warnings shall not be used to support progressive discipline if the officer at issue has exhibited good behavior, with no pending discipline against him/her, for the prior two (2) year period. Verbal warnings shall not be used to support progressive discipline if the officer at issue has exhibited good behavior, with no pending discipline against him/her, for the prior one (1) year period.

Hartford’s contract makes discipline disappear in the same time frame, with the clear directive that “these incidents for the purpose of discipline will be disregarded in any future disciplinary action.”

Many contracts are particularly unyielding on complaints that are never investigated or are deemed unfounded or for which an officer simply escapes formal punishment. Under the state’s record-retention rules, even when an officer is cleared by his or her department, internal-affairs documents must be kept for at least two years. But some police contracts call for records to be quickly removed from personnel files, and in some cases thrown away, when officers are not disciplined.

In Plymouth, “Any communication that is in the nature of a complaint, charge or allegation for which the Department elects to take no official action, shall be removed from the personnel file and destroyed not later than one (1) year from the date of entry.”

In Seymour, complaints disappear if no action is taken within three months. And in North Haven, the department has just 30 days to act on a complaint before it “shall be removed from the personnel file and destroyed as prescribed and limited by applicable state law in the employee’s presence.”

The Hamden police contract is particularly explicit in demanding that the department ignore all allegations that do not lead to formal discipline, requiring that:

All complaints and notations made against an employee for which no disciplinary action is taken by the Police Commission or Chief of Police shall not become a part of any file that may influence or impact in any way upon any employee’s career with the Police Department. The parties further agree that the circumstances relating to such matters shall not be brought to the attention of any individual, Town agency or board whose actions might influence or impact said employees’ career with the Police Department.

But especially for police, experts say even unsustained complaints should be documented and analyzed, as part of an early-warning process that can identify problem employees. Such so-called Early Intervention Systems (EIS) have emerged as a valuable tool for protecting police and civilians.

“The basic principle is that an EIS should capture the most complete picture of an officer’s

performance,” writes University of Nebraska Professor Samuel Walker. “Most citizen complaints are not sustained, but it is a revealing indicator of an officer’s performance if an officer receives complaints at a much higher rate than peer officers.”

The contract for the Connecticut State Police – who have statewide jurisdiction and provide local police coverage for nearly half the state’s municipalities – stands alone in its assault on oversight and accountability. In addition to limits on keeping “derogatory information” in personnel files, the contract has made it increasingly difficult for the public to find out about wrongdoing by troopers. While state law is clear that records of misconduct by public officials must be released under the state’s Freedom of Information Act, the state police contract approved in 2015 gave troopers the power to block the release of personnel information and required officials with the Department of Emergency Services and Public Protection to back that decision, even if they thought it was legally invalid. That has meant long delays while the public or media seek redress from the Freedom of Information Commission, which has the power to order the release of public records.

But in 2019, the contract went dramatically farther in putting a shroud of secrecy around police misconduct, overriding state law with a provision that records of internal affairs investigations in which a trooper is deemed “exonerated” are now exempt from the Freedom of Information Act. That provision upends longstanding policy that citizens are entitled to know not only how public servants are performing their jobs, but also how well agencies are supervising and holding their employees accountable.

“The public has an interest in reviewing all investigations into the conduct of public employees,” Mike Savino, president of the Connecticut Council on Freedom of Information said after the legislature approved the contract. “The public’s right to know is a matter of public policy and exemptions shouldn’t

be treated as if they are perks of the job.”

“The public’s right to know is a matter of public policy and exemptions shouldn’t be treated like job perks.” - Mike Savino, president of the Connecticut Council on Freedom of Information

Ignoring or hiding complaints that are not sustained in an internal investigation also presumes that police departments are uniformly capable of holding themselves accountable, which history has repeatedly shown not to be the case.

Former Hartford officer Sean Spell was convicted of third-degree assault after dashcam video captured him stomping the head of a handcuffed suspect in 2016. It was far from his first internal affairs case. The Hartford Courant reported that between 2007 and 2015, Spell was named in 15 civilian complaints alleging excessive force, false arrest, harassment, and other misconduct. Internal affairs investigators rejected every complaint but one, a case in which he assaulted a man at a concert – and was caught on video doing it. With a collective bargaining agreement that requires disregarding documented wrongdoing after a year or two, it’s little surprise Hartford lacked an effective early-warning system for a dangerous employee like Spell.

Before an impossible-to-ignore beating of a suspect in 2014, Enfield Police Officer Matthew Worden faced 13 internal affairs investigations in a span of seven years, with the department declaring each one unfounded except a single incident in which he got into a fight with another cop. Although the warning signs were there, it was only after dashcam video captured him repeatedly punching a suspect who was pinned on the ground that the department moved to fire him. Eventually, the town and its insurer paid close to \$800,000 to settle nine lawsuits filed by citizens who said they were mistreated or abused, even as the department defended its oversight of Worden.

“The mere fact that there are a lot of complaints against an officer doesn’t mean anything,” Enfield Police Chief Carl Sferrazza told The Hartford Courant.

But as [Stephen Rushin](#) of the University of Alabama School of Law writes: “an officer with an unusually large number of civilian complaints relative to his or her peers—even if these complaints are all or mostly not sustained—should trigger additional management scrutiny.”

And additional scrutiny by citizens or the media should be safeguarded as well and never traded away at the bargaining table.

VIOLATING STATE COMPLAINT LAW

Some contracts contradict state law by prohibiting the investigation of anonymous complaints or shielding police employees from discipline if complainants are anonymous.

At least 19 police contracts prohibit or limit anonymous complaints, with most declaring that complaints that are not sworn under oath either will not be investigated or cannot lead to disciplinary action. Others set a short time frame for civilians to come forward.

In Woodbridge, residents have just 14 days to make a complaint. “The civilian complainant must complete and sign the department’s civilian complaint form,” the contract requires. “The complainant’s refusal to reduce the complaint to writing on the prescribed department form will result in no formal investigation, and the complaint will go as ‘not sustained.’”

In Bridgeport, “No complaint by a civilian against a police officer shall be entertained, nor any investigation of such complaint be held, unless the complaint be duly sworn by the complainant before an official authorized to administer oaths.”

In Putnam, “Any charge or complaint by a member of the public against any Officer may be made, but neither the Chief nor the District shall recognize the charge or complaint as valid unless it is in writing and signed by

the complainant and notarized.”

In Easton and Middlebury, anonymous complaints can be accepted – they just can’t result in discipline. All of those limitations conflict with [state law](#). Since 2015, every police department in Connecticut has been required to “accept and document all complaints against any employee regardless of whether the filed complaint is in writing, verbal, in person, by mail, by telephone (or TDD), by facsimile, electronic, or anonymous,” and must conduct “a thorough, fair and impartial investigation of every complaint received regardless of the method of receipt.”

And no matter how dated the complaint. Under the mandatory policy, “Complaints of misconduct or malfeasance shall be accepted regardless of when the alleged misconduct or malfeasance is alleged to have occurred.” The timeliness of a complaint can be considered when evaluating the evidence and deciding on discipline, but older complaints cannot by law be summarily dismissed, just as anonymous complaints cannot.

Nor should they be.

“The history of American policing is rife with examples of police departments making it difficult to file complaints against frontline officers, including examples of police threatening those filing complaints,” Professor Rushin writes. “By preventing management from investigating anonymous civilian complaints, these contracts discourage some of the most vulnerable individuals from seeking redress for officer misconduct.

Or, as the Movement for Black Lives makes clear, “Sexual assault is the second most commonly reported form of police misconduct, but the majority of departments have no policy or measures in place to prevent, detect or ensure accountability for this form of police violence disproportionately affecting Black women, cis and trans, gender nonconforming, and queer people.”

Although departments violate the law when they reject anonymous complaints, a [2017 analysis by the ACLU of Connecticut](#) revealed that many still do. The survey

found that a quarter of department's reviewed reported that anonymous complaints either would not be accepted or would be taken less seriously or not taken seriously at all. Even after that report, a number of towns have adopted union contracts declaring that anonymous complaints will be rejected.

LIMITING SUMMARY DISCIPLINE

Some contracts prevent police chiefs from disciplining employees.

All employees are entitled to a fair and equitable disciplinary system, but for a workforce that carries a badge and a gun, top police officials need the ability to quickly suspend officers and to impose swift and sure punishment in certain cases.

Some Connecticut contracts address those needs, giving police chiefs the authority to impose a degree of punishment that is not automatically stayed by lengthy appeals and arbitration. The contract in Plymouth balances the rights of officers with the obligation of police leadership to protect the public, authorizing the chief to impose discipline up to a five-day suspension without pay, so long as the officer and a union representative have an opportunity to confer with the chief. Suspensions without pay for longer than five days can be imposed, pending a hearing, "if the employee is deemed to be a threat to his own safety or a threat to the safety of fellow officers or citizens."

In East Hartford, the police chief can impose a suspension without pay for up to two weeks, which "shall be served on the dates ordered by the Chief." Suspensions longer than two weeks are stayed until any appeals or exhausted, but "there shall be no stay with regard to a termination or suspension that results from an arrest for criminal activity."

In Ansonia, the chief can impose an unpaid suspension of up to eight days without a formal hearing.

Some contracts balance the authority of the police chief and the local police commission by recognizing the authority of the chief to impose minor discipline, while reserving to the commission the authority to fire an officer or impose other serious punishment.

But other contracts undercut the chief's authority by limiting disciplinary options, including summary discipline pending a hearing, or delaying disciplinary consequences until the completion of a lengthy appeal process.

In Hamden, the chief can suspend an officer found to have committed wrongdoing for a maximum of five days. But if the officer files an appeal with the Board of Police Commissioners, the suspension is put on hold indefinitely.

As in Bridgeport, several contracts, including those in Norwalk, Thomaston, and Willimantic, generally allow summary suspensions without pay only if a police employee is arrested for a felony offense. In Hartford, officers can be summarily suspended without pay only if they are arrested for a felony, a sexual offense or larceny, or if they assault another officer.

And in another blow to accountability, under Hartford's contract, officers have the option of working and getting paid during what would be an unpaid suspension, by merely giving up the equivalent number of vacation days. Ricardo Torres, a former member of Hartford's Civilian Police Review Board, calls it "phantom discipline" – actions taken by departments that aren't intended to send a strong message. He points to Hartford officers who have been disciplined for misconduct – only to be promoted months later. "It's not punishment because they know that nothing is real," he said.

OTHER PROBLEM AREAS IN COLLECTIVE BARGAINING AGREEMENTS

Contracts provide guaranteed, often long-term investments in policing -- resources that could instead be used for investing in health and safety, especially in Black and Latinx communities:

Our review of police union contracts shows that often the only change a town makes to its contract with police is in the area of funding. The financial agreements in police contracts typically include guaranteed year-over-year increases to police employees' baseline salaries, as well as scales for things like overtime pay and uniform stipends. Because police contracts often cover several years, towns lock themselves in to these fiscal agreements for several years at a time.

For example, in 2019, the minimum base salary for a Waterbury police officer was \$59,676.68 (this doesn't include things like overtime, uniform allowances, reimbursement for uniform cleaning, etc.). In 2019, the minimum base salary for a Waterbury teacher was \$43,110 (not including things like stipends for extracurricular advisor positions). In 2019, Waterbury teachers protested as the Board of Education decided to freeze teacher salaries while increasing the cost for teachers' healthcare plans for the next school year. Meanwhile, the Waterbury police contract guaranteed pay increases for 2020.

Contracts that limit access to disciplinary hearings:

More than 30 contracts declare that disciplinary hearings are closed to the public -- and most also specify that the press is excluded -- with some giving the accused officer the right to demand an open hearing. (To its partial credit, Ansonia declares that such hearings are open to the public -- unless the accused employee objects.)

Contracts that set short time limits to complete an investigation:

Getting to the bottom of police misconduct can take time. But some contracts set arbitrary expiration dates, forcing departments to abandon investigations if they aren't completed quickly enough. In Branford, the department must complete an investigation in 90 days, with extensions only if witnesses are unavailable or the accused employee causes the delay.

[“It’s not punishment because they know that nothing is real.” - Ricardo Torres, former Hartford civilian review board member](#)

“A case not disposed of within this time shall be deemed resolved in favor of the officer, and all records pertaining to such case destroyed,” the contract mandates.

Seymour's contract also sets a 90-day limit -- but only for complaints made by citizens -- and declares that if charges are not brought in that time, “said complaint will be dismissed with prejudice.” In Norwalk, the limit is 60 days, with one 30-day extension only for extenuating circumstances. Weston likewise sets a 60-day clock for discipline to be imposed, unless the officer agrees to an extension. In Glastonbury, investigators have a mere 30 days, although the chief can authorize extensions.

Police departments should not let investigations languish. But neither should they be forced to terminate an investigation based on short and arbitrary deadlines.

Contracts that limit interviews with accused officers:

Police detectives know the value of locking in a statement from a suspect as soon as possible, and before the suspect has all the information held by police. But many police contracts in the state weaken that investigative advantage when it comes to probing possible police misconduct. More than a dozen contracts call for interviews with officers suspected of wrongdoing to take place at police headquarters, during “reasonable hours,” and while

the officer is on duty, with exceptions only in extraordinary cases when an immediate interview is required. Several also require investigators to turn over evidence to suspected officers before interviewing them.

THE POLITICAL MACHINE

Police contracts reflect a much larger system in which policing's political machine, lack of oversight and will from public officials, and dearth of participatory community budgeting have aligned to uphold policing at the expense of people's health, safety, and well-being, especially of Black and Latinx people.

Policing is a political and politicized machine in Connecticut and across the country. According to lobbyist filing reports, since 2013, Connecticut police unions have spent \$1,101,105.37 on lobbying, often using those well-financed efforts to oppose police accountability measures and to argue for funding with no strings attached. In addition, the Connecticut Police Chiefs Association, an affinity group that lobbies at the state level and represents police management, has almost always argued in lockstep with those unions.

But as Alex Vitale, author of *The End of Policing*, recently tweeted, "As much as we criticize police unions, it is elected officials that sign off on these deals that shield police from public accountability."

Each police contract described in this report was ultimately a choice made by town and city government officials or, in the case of the state police contract, the state legislature.

As Sherrilyn Ifill wrote, "City leaders must expend the political capital necessary to renegotiate provisions that contribute to officer impunity for misconduct."

Too often, policymakers have been unwilling to expend any political capital to end police violence and racism. This has led to a piecemeal approach in which police "reforms" passed or proposed in the Connecticut General Assembly or at the local levels are often small and watered-down, rather than the broad, systemic changes that must take place in order to end police violence and racism.

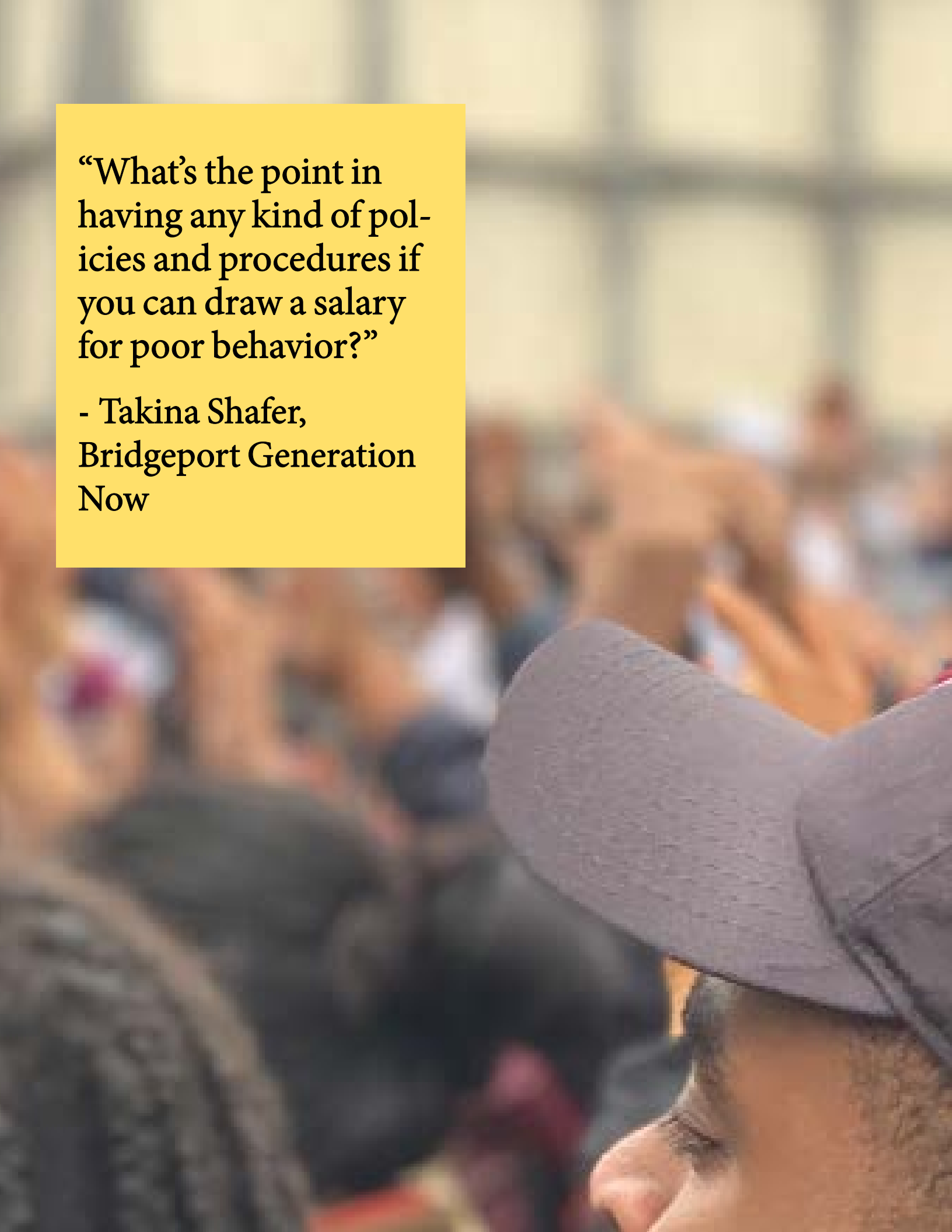
It would therefore be a mistake for any policymaker to read this report and determine that police contracts are the sole area in need of transformative change. But as groups like the Chicago Coalition for Police Contracts Accountability and Austin Justice Coalition have shown, reimagining police contracts can be part of the broader effort to align government budgets with health and safety by divesting from policing and reinvesting that money instead into people, especially those who are Black and Latinx.

RECOMMENDATIONS

If state and local officials fail to support reforms that protect the public, then they must explain to the taxpayers and voters why they have chosen to voluntarily relinquish oversight powers. Because it's important to remember that contract provisions that weaken oversight don't write themselves.

"Unfortunately, that has to do with whoever the people were that are involved in the government that allowed that language to be put in the contract," said Ricardo Torres, the former Hartford civilian review board member. "And it's sad because what it does is, unfortunately, it breeds rogue officers."

Those at the negotiating table who represent the public need to take that to heart. Here is what they shouldn't bargain away:



“What’s the point in having any kind of policies and procedures if you can draw a salary for poor behavior?”

- Takina Shafer,
Bridgeport Generation
Now

Divestment:

- Municipalities and the state must prioritize divestment from policing and recognize that every policing dollar they agree to in a contract is money that could instead be spent on public health and safety, especially for Black and Latinx people, who have been systematically harmed by policing. Each community's needs may be different, but divestment could include things like investing in school counselors instead of school resource officers, food security instead of troopers' daily meal stipends, affordable housing instead of police uniform allowances, alternative crisis assistance and first responders instead of special weapons and tactics teams, and health and addiction services that do not involve police.

Municipal Recommendations:

- Municipalities must **REQUIRE** the removal of any provisions that conflict with state law, including those that call for the destruction of records in conflict with the records-retention schedule or limit public complaints.

- Municipalities must **REQUIRE** the removal of any provisions that limit Police Chiefs or Police Commissions' authority to impose summary discipline and should expand those powers to local municipal oversight boards, like civilian review boards. Police Chiefs and Commissions should be able to terminate and suspend employees without pay in cases of misconduct.

- Municipalities must **REQUIRE** the removal of any provisions that prevent investigators from pursuing other cases of misconduct revealed during an investigation.

- Municipalities must **REQUIRE** the removal of any provisions that exempt public personnel records from open records requests or delay the release of public personnel records when requested.

- Municipalities must **REQUIRE** the removal of any provisions that exempt or block access to investigation files that resulted in the exoneration of a police employee.

- Municipalities must **REQUIRE** the removal of provisions that prevent Police Chiefs or Police Commissions from holding disciplinary hearings in public.

- Municipalities must **REQUIRE** the removal of any provisions that prevent Police Chiefs or Police Commissions from including any past discipline in their progressive discipline system.

- Municipalities must **REQUIRE** the removal of any provisions that shut down misconduct or complaint investigations initiated by Police Chiefs, Police Commissions, or internal affairs employees that aren't completed in a specific timeframe.

- Municipalities must **REQUIRE** the removal of any provisions that prevent records of complaints, even if not sustained, from remaining a permanent part of an officer's file and available for use as part of an early intervention system.

- Municipalities must **REQUIRE** the removal of any provisions that allow for the removal of disciplinary records from personnel files.

- Municipalities must **REQUIRE** that internal affairs and investigative files remain a permanent part of an officer's file.

- Municipalities must **REQUIRE** the removal of any provisions that limit interrogations or require investigators to turn over evidence before speaking with employees accused of wrongdoing or misconduct.

- Municipalities must **REQUIRE** the removal of any provisions that guarantee lucrative side or overtime work to police employees.

- Municipalities must **REQUIRE** local legislative bodies or Police Commissions to revoke or reduce pension and retirement health benefits for any officer who is convicted of, as New Haven's contract describes, "any act of dishonesty or fraud" in connection with the job. Such provisions should also

be expanded to specifically include repercussions for police violence.

State Recommendations

- If any state police or other state-based police agency includes provisions listed for removal in municipal recommendations above, the General Assembly must **REQUIRE** the removal of those provisions.
- The General Assembly must **REQUIRE** a fair and transparent collective bargaining agreement process by passing a law that makes all police agency negotiating sessions public, requires proposed contracts are made available for public review in advance of public comment, and requires public comment before state and municipal legislatures can take action. This should apply to state-based, municipal, and special police agencies.
- The General Assembly must pass a law that will **REQUIRE** police departments to quarterly track and report information related to employee complaints, investigations, findings, and discipline in a database that is available to the public. This should apply to state-based, municipal, and special police agencies.
- The General Assembly must pass a law that will **REQUIRE** a centralized complaint process, so that complaints are treated in a standard manner state-wide. This should apply to state-based, municipal, and special police agencies.
- The General Assembly must pass a law to **EMPOWER** local police oversight boards like civilian review boards and police commissions with subpoena power to strengthen their investigative powers. This should apply to state-based, municipal, and special police agencies.
- The General Assembly must pass a law to **BROADEN** the existing power of the Attorney General's office to reduce or revoke pension benefits for state and municipal police employees who have been convicted for crimes to include crimes related to

police violence and violations of civil rights. This should apply to state-based, municipal, and special police agencies.

- Legislators must also take more seriously their responsibility to **REVIEW** state contract provisions that conflict with state law. Such provisions – like those in the State Police contract – attain the force of law when contracts are approved by the legislature. And lawmakers repeatedly have been reluctant to step in and reject contract provisions that harm the public.

Beyond improving collective bargaining agreements, there are additional steps governments should take outside of union negotiations to protect the public.

Police violence and racism must not be protected – not by practice, not by law, and not by contract provisions bargained away by government negotiators who are supposed to represent the public.

