



December 2, 2025

VIA EMAIL

Dear Councilmembers,

The Community Police Commission (“CPC”) asks that the City Council prioritize community-centered police accountability and transparency at it considers whether to ratify the Collective Bargaining Agreement (“CBA”) negotiated between the Seattle Police Officer’s Guild (“SPOG”) and the City of Seattle, which, if approved, will be effective through the end of 2027.<sup>1</sup>

The purpose of this letter is to provide context for the CBA for community members, highlight its key components, present the CPC’s analysis of the CBA, and outline specific requests for Councilmembers to provide for the City’s engagement and incorporation of the perspectives of community members most impacted by policing, as they consider ratification and prepare for future agreements.

**The SPOG Collective Bargaining Agreement Will Have Substantial Impact on How We Experience Policing in Seattle.**

The importance and impact of the CBA on community cannot be overstated. The CBA will directly shape how community members experience policing in Seattle. The CPC is not alone in recognizing the high stakes for those most affected; the Seattle Human Rights Commission has also expressed significant concerns about the CBA’s implications for community members most impacted by policing and the criminal legal system.

SPOG indicates it represents over 1300 members; all the officers and sergeants at the Seattle Police Department (“SPD”).<sup>2</sup> Every officer at SPD who is not a Captain or Lieutenant is represented by SPOG.<sup>3</sup> SPD interactions with community members will almost always be with SPOG members; for example in traffic stops, at protests, and in response to 911 calls.<sup>4</sup> The

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<sup>1</sup> The following link attaches a copy of the Collective Bargaining Agreement, effective through December 31, 2027 - [CB 121133 - Att 1 – Seattle Police Officers’ Guild Collective Bargaining Agreement](#)

<sup>2</sup> <https://seattlepoliceofficers.com/>

<sup>3</sup> Lieutenants and Captains at SPD are represented by the Seattle Police Management Association (“SPMA”). <https://www.seattlepolicemanagement.org/>

<sup>4</sup> SPD employed 1,123 sworn officers from recruit to Command Staff as of August 31, 2025. <https://spdblotter.seattle.gov/2025/10/27/the-seattle-police-department-on-track-to-hire-more-than-150-new-officers-in-2025/>

SPOG CBA covers wage, hours, and the terms and conditions of employment, including the processes under which the City can terminate an officer for misconduct.<sup>5</sup>

The CPC recognizes that the CBA reflects negotiations aimed at strengthening supervision and review within SPD, as well as by our accountability partner, the Office of Police Accountability. It also creates opportunities to expand of Seattle’s Community Assisted Response & Engagement team (“CARE”), which could improve delivery of services for low-risk community needs and reduce unnecessary law enforcement involvement.

However, the CBA ultimately maintains the heightened standard of proof required for the City to substantiate officer misconduct, making it more difficult to address issues that carry significant and far-reaching consequences for community members.

### **The CPC Recognizes There Are Some Wins in the CBA, but The City Must Do More to Ensure Accountability in Policing.**

#### **1. Terms in the CBA that appear to improve accountability.**

The CPC recognizes that the City made significant efforts to increase its ability to address officer misconduct, through both the clarification of the 180-day period for review of misconduct, and by creating opportunity for increased civilian participation in review.

##### *Clarification of the 180 Day Period for Officer Misconduct Review.*

Generally, before an officer can be reprimanded, their misconduct must be reviewed and determined within 180 days.<sup>6</sup> The CBA clarifies when that review period starts to ensure that the Office of Police Accountability (“OPA” tasked with reviewing officer misconduct) will have notice of potential claims of officer misconduct when the review period begins. Currently, in some instances the period might begin before OPA has awareness of the incident, limiting OPA’s ability to conduct a review before it runs out of time to do so.

This change is a win for community because it will ensure that OPA’s ability to review officer misconduct is not extinguished before it has had a chance to engage in review.

##### *Civilian Participation on Officer Misconduct Review.*

The CBA also provides greater opportunities for civilian participation in reviews of officer misconduct. A prior agreement doubled the number of civilian investigators OPA could hire,

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<sup>5</sup> RCW 41.80.020

<sup>6</sup> There are limited circumstances that extend this limit. For example, extensions apply in the event the Force Review Board refers an allegation of excessive force that is a Type III use of force (CBA ¶3.6 E.), when an employee is not available for certain defined reasons (CBA ¶3.6 A)., and when an employee has introduced new fact that may cause the Chief to depart from OPA’s recommendation (CBA ¶3.5 F.).

from two to four. Under the proposed CBA, OPA will now be able to assign civilian investigators to participate or co-lead misconduct investigations that could lead to termination, so long as they are led or co-led by a sworn investigator. Civilian investigators will now play a more prominent role in OPA investigations.

## **2. Terms in the CBA that could enhance SPD culture and improve community interactions with SPD.**

There are additional provisions in the CBA that appear intended to improve SPD's interactions with community and to deliver expanded services to community members in crisis. Whether these provisions improve the impacts experienced by community members who are most disproportionately impacted by policing will need to be examined, by community, by the CPC, and by our accountability partners.

### **Incentives for Higher Education and Multilingual Language Proficiency.**

The CBA provides financial incentives to reward officers with higher education and multilingual language proficiency.<sup>7</sup> It provides that officers with a bachelor's degree will benefit from a 4 percent pay premium. Officers with associate's degrees in criminal justice, criminology, law enforcement, forensic science, or a related field if approved by the Chief, will benefit from a 1.5 percent pay premium. Studies establish that higher education correlates with lower uses of force.<sup>8</sup>

Additionally, the CBA provides that officers who are fluent in a language other than English will receive a multilingual premium of 1.5 percent. Multilingual proficiency can build community communication and connection, enhance trust, and improve service delivery to community members who may not communicate in English.<sup>9</sup>

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<sup>777</sup> Studies find that higher educational requirements correlate with lower use of force complaints. See, e.g., Davern, Joseph J., "Reducing Use of Force in Law Enforcement Through Higher Education" (2025). *Walden Dissertations and Doctoral Studies*. 18071. <https://scholarworks.waldenu.edu/dissertations/18071>; Vespucci, John, "Police Officers and College Education: The Association of Police Officer College Education and the Level of Force Used by a Police Officer in Gaining Compliance in Arrest Situations" (2019). *CUNY Academic Works*. [https://academicworks.cuny.edu/gc\\_etds/3072](https://academicworks.cuny.edu/gc_etds/3072). See also, Stickle, Ben, "A National Examination of the Effect of Education, Training and Pre-Employment Screening on Law Enforcement Use of Force (2016). Center on Juvenile and Criminal Justice 2016 (summarizing and referencing earlier studies); [https://www.cjcj.org/media/import/documents/jpj\\_education\\_use\\_of\\_force.pdf](https://www.cjcj.org/media/import/documents/jpj_education_use_of_force.pdf) summarizing previous studies.

<sup>8</sup> CBA ¶6.7

<sup>9</sup> See, e.g., Police departments seeking more bilingual cops, NBC News, March 11, 2010 <https://www.nbcnews.com/id/wbna35822392>.

These incentives may pave the way for future incentives for recruitment, training, and education to improve cultural sensitivity, and to improve service delivery for all community members, including disabled community members.

### *Empowering Command Staff to Address Minor Misconduct.*

The CBA better empowers SPD's chain of command to resolve minor officer misconduct, which can result in the first step of a process that could lead to termination – a written verbal reprimand.<sup>10</sup> Minor officer misconduct is defined as something less than serious misconduct in SPD Policy.<sup>11</sup> This process now permits command staff to impose discipline, up to and including a written reprimand, without the need to trigger more formal processes. This may have the benefit of creating a more timely and progressive discipline path that ultimately benefits culture.<sup>12</sup> Additionally, empowering command staff to enforce discipline for minor misconduct issues may give OPA greater capacity to review and process serious misconduct cases.

### *CARE's Ability to Independently Dispatch in Limited Circumstances and Agreement Not to Limit Expansion.*

A recent report from the CPC's accountability partner, the Office of the Inspector General,<sup>13</sup> highlighted CARE, and the City's efforts to address community needs through the provision of civilian response to mental health calls. Those efforts can limit harms that can result from a police response, including “by reducing the burden on police departments, minimizing interactions with the criminal legal system, and creating cost savings” to the City. Its report also highlighted the challenges the City faced in the delivery of these services, including through agreed-upon limitations on staffing and requirements for dual dispatch with CARE and SPD.

Terms in the CBA may address some of the challenges the CARE team has experienced in delivering services. If ratified, CARE will become a permanent part of Seattle's crisis response system and it is no longer subject to staffing caps.<sup>14</sup> CARE will also be directly dispatched in limited circumstances.<sup>15</sup> Direct dispatch may ensure that CARE can respond when appropriate,

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<sup>10</sup> CBA ¶3.8

<sup>11</sup> Serious policy violations are defined by SPD Policy 5.002 – Responsibilities of Employees Concerning Alleged Policy Violations <https://public.powerdms.com/Sea4550/tree/documents/2042870> . The Policy requires all serious policy violations to be referred to OPA for investigation, and includes: unnecessary, unreasonable, or disproportionate use of force; biased policing, any other violation of SPD policy that may violate a person's constitution rights to freedom of speech, free exercise of religion, to peaceably assemble, to due process of law, and to be secure against unreasonable search and seizure, among other things.

<sup>12</sup> Pursuant to the CBA, all Supervisory Policy and Performance Reviews shall be subject to audit for systemic review by the Office of the Inspector General (OIG). CBA ¶3.8 D.4.

<sup>13</sup> [OIG 2025 City of Seattle Diversified Crisis Response - Introduction to CARE Team.](#)

<sup>14</sup> CBA, Appendix I.

<sup>15</sup> Defined as four or more tents or structures that appear to be used for camping.

without first necessitating engagement and dependency on SPD officers.<sup>16</sup> But, its ability to directly dispatch is limited. It can only dispatch, for example, where the individual subject is in an open public location (not in a vehicle, private business, or home); where there is no report of aggressive or threatening behaviors; when there are no visible drug paraphernalia or weapons; when there are no minors present; and, when the subject is not located in a homelessness encampment. Reviews of these limitations in practice will determine if the City addresses the substantial community needs.

Because the City will no longer be required to cap expansion of CARE under the proposed CBA, if the City expands the team, community members might be able to expect improved delivery of services when CARE directly observes subjects in need, and when SPD has determined that the scene is appropriate for a CARE response.

Increasing CARE's ability to address crises that do not require a police presence may better enable SPD to improve its response times to higher priority calls, while CARE responds to and delivers resources to community members on non-emergency, low-risk calls. This could reduce interactions between law enforcement and community members that might otherwise lead to arrests and long-term impacts of the criminal legal system.<sup>17</sup>

### **3. The CBA falls short on ensuring accountability in fundamental ways.**

#### *The Difficult Standard of High Probability of Misconduct is Required for Any Reprimand of an Officer That Could Lead to Termination.*

Ultimately, the CBA retains the requirement that officer misconduct be proven with “an elevated standard of review,” for termination cases that allege an offense that is “stigmatizing to a law enforcement officer, making it difficult for the employee to get other law enforcement employment.”<sup>18</sup> This is a heightened standard that requires a finding that the evidence leads to a firm conviction that it is highly probable that an officer committed misconduct. Compared to a standard that requires a preponderance of the evidence, which can be met if the proof establishes it is more probably true than not (50.1% likely) that the officer committed misconduct.<sup>19</sup>

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<sup>16</sup> Seattle officers ‘undermining’ city’s police alternative, report says, Seattle Times, Oct. 3, 2025 [Seattle officers ‘undermining’ city’s police alternative, report says | The Seattle Times](#)

<sup>17</sup> [OIG 2025 City of Seattle Diversified Crisis Response - Introduction to CARE Team.](#)

<sup>18</sup> CBA ¶3.1.

<sup>19</sup> The Clear and convincing standard is often employed in cases alleging fraud. See, e.g., *Portmann v. Herard*, 2 Wn.App.2d 452, 409 P.3d 1199 (2018); See *In re Deming*, 108 Wn.2d 82, 109–10, 736 P.2d 639 (1987); *Tiger Oil Corp. v. Yakima Cnty.*, 158 Wn. App. 553, 562, 242 P.3d 936 (2010); Washington Pattern Jury Instructions 165.05.

Additionally, once a finding has been made, officers pursuing the grievance and appeal process still retain rights to present new evidence and revisit the allegations anew.<sup>20</sup>

If ratified, the City and SPOG will have these issues determined through a mandatory and binding arbitration process. “[A]fter extensive back-and-forth, the parties have reached a formally designated ‘impasse’ on these matters.”<sup>21</sup> But accountability for misconduct remains in the balance if the heightened standard remains.

### *The CBA does not incorporate provisions from the Accountability Ordinance*

The CBA does not incorporate all the provisions from the 2017 Accountability Ordinance.<sup>22</sup> Several of the CBA’s effects on the Accountability Ordinance remain as they did in the prior agreement and seek to limit powers provided to the CPC.<sup>23</sup> Of greater consequence, however, the CBA does not provide OPA or OIG with subpoena power. Instead, the City reserves the right to re-open the Agreement for the purpose of bargaining over these provisions.<sup>24</sup>

### **Council Should Push for Greater Transparency and Engage Impacted Community Members’ Perspectives and Recommendations on the CBA and on Future Bargaining Processes.**

The CBA will cost the City a lot of money, by way of large salary increases for SPOG members, over its effective period.<sup>25</sup> In exchange, community members will likely recognize some benefits from OPA’s ability to conduct more meaningful reviews and SPD’s ability to influence culture by rewarding officers for higher education and multilingual language skills and through empowering command staff to manage minor misconduct issues.

However, accountability remains out of reach if the City cannot reprimand for serious misconduct because of the heightened burden to establish it. The City has a relatively short

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<sup>20</sup> See CBA Appendix E, Agreed response to 3.29.130 I.

<sup>21</sup> See Seattle City Council central staff memo.

<sup>22</sup> See, e.g., Seattle’s 2017 Accountability Ordinance:

[https://www.seattle.gov/documents/Departments/CommunityPoliceCommission/Administration/Ordinance/Ordinance\\_APPROVED\\_052217\\_ALL\\_STRIKEOUTS\\_REMOVED.pdf](https://www.seattle.gov/documents/Departments/CommunityPoliceCommission/Administration/Ordinance/Ordinance_APPROVED_052217_ALL_STRIKEOUTS_REMOVED.pdf)

<sup>23</sup> The Accountability Ordinance entitles the CPC to review all OPA complaints and unredacted files of all closed OPA investigations. Accountability Ordinance 3.29.380. The CBA limits the CPC’s access only to “closed OPA files.” CBA ¶3.6 L.

<sup>24</sup> CBA Appendix E, Accountability Legislation; Agreed response to Accountability Ordinance provisions 3.29125 E and 3.29.240K

<sup>25</sup> In 2026, for example, the CBA will cost the City \$233,500,000, with an increase of \$31,114,674 over the prior contract. [Memo - SPOG Collective Bargaining Agreement 2024 - 2027 \(CB 121133\) 20251201.pdf](#)

timeline (180 days) to review and meet that burden and an officer retains the ability to revisit those findings.

Whether the benefits negotiated by the City in the CBA provide greater accountability and safety for all community members will depend largely on the impacts experienced by community members disproportionately impacted by policing. SPD's data establishes that it is Black, Brown, Indigenous, and 2SLGBTQIA+ community members who are disproportionately reflected as subjects through use of force and officer involved shootings.<sup>26</sup> Community members with intersectional identities<sup>27</sup>, likely experience use of force at even more disproportionate rates.

Impacted community members' recommendations on policing are critical to community police accountability; the City must do more to engage their perspectives. Anticipating the Council's ratification of the CBA, the CPC requests that City Council memorialize through resolutions, or otherwise, the following:

- 1) The Council expressly memorialize the accountability provisions that it intends to continue to seek to resolve through mandatory interest arbitration;
- 2) The Council will memorialize its commitment to a process to work with the CPC to engage community perspectives, concerns, and collect feedback on the subject CBA to engage and inform policy recommendations and future negotiations;
- 3) The Council will memorialize an on-going technical advisor role on the City's Labor Relations Policy Committee (LRPC), ensuring CPC involvement throughout the entire LRPC process;

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<sup>26</sup> Seattle's racial demographics in 2023 data reflected that the white population was the largest demographic (58.7%); Asian community members comprised 17%; Hispanic community members comprised 8.7%, bi-racial community members 8.1%; Black community members 6.3%; and Native American/Alaska Natives 0.3%; and Native Hawaiian/ Pacific Islander 0.3%.  
<https://www.seattletimes.com/seattle-news/data/new-race-data-shows-a-stable-seattle-and-a-shifting-portland/>

Yet, Seattle's use of force data establishes that Black men are the largest category of subjects (27.4%) as compared to the white men (26.16%). Indigenous community members are also disproportionately reflected: Native American/Alaska Natives represent 1.04% and Native Hawaiian/ Other Pac Islander represent 1.15% of subjects: <https://www.seattle.gov/police/information-and-data/data/use-of-force-data/use-of-force-dashboard>

Officer Involved Shootings result in even larger disproportionality: Black community members represent 38.3% of subjects, and Native Americans represent 2.3% of subjects.  
<https://www.seattle.gov/police/information-and-data/data/use-of-force-data/officer-involved-shootings-dashboard>.

<sup>27</sup> SPD reflects gender on its Use of Force Data as Female, Male, or "Other," which provides the following categories: "non-binary", "other", or "unknown."

- 4) The Council re-commits to transparency and ensuring community perspectives and priorities are included in the next collective bargaining process by working together with the CPC to hold public hearings throughout the process of determining the City's collective bargaining parameters and to ensure that the recommendations of community members most impacted by policing have been considered, as provided in the City's Accountability Ordinance;<sup>28</sup>
- 5) The Council will formally memorialize its role for Council Central Staff to observe negotiations to inform the LRPC and to engage with the CPC regarding concerns about police accountability, limited by and subject to confidential collective bargaining proceedings; and,
- 6) The Council will memorialize a commitment to advocate for state-level reforms to the bargaining process – specifically supporting efforts to remove accountability, alternative crisis response, and discipline from the collective bargaining process and agreements.

Sincerely,

The Community Police Commission

Cc:

All City Councilmembers

Mayor Bruce Harrell

Deputy Mayor Tim Burgess

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<sup>28</sup> Section 4.04.120 of Ordinance 126860 provides, "The City Council and the Community Police Commission should jointly host a public hearing. The public hearing will be a joint meeting of the Council's Labor Policy and Public Safety, and Human Services committees or the successor Council committees with oversight of the City's labor policy and the City's public safety departments." [View.ashx](#)