

## **First Amendment**

### AGREEMENT AMENDING THE ST. HELENS POLICE 2020 – 2025 COLLECTIVE BARGAINING AGREEMENT

**PARTIES:** City of St. Helens, Oregon (“City”) and the St. Helens Police Association (“SHPA”).

**RECITAL;** The parties wish to amend “*Article 23 – Clothing, Uniforms and Duty Weapon*” of their collective bargaining agreement. In accordance with Article 31, by this Agreement the Parties hereby amend and replace the article in that Agreement to provide terms as hereinafter set forth in this Amendment.

**IT IS AGREED:**

Article 23 of the parties 2010 – 2025 collective bargaining agreement is hereby amended by replacing the current contract language in Article 23 relating to “*Clothing, Uniforms and Duty Weapon*” with the following Article. This amendment shall be effective from and immediately after the last signatory party executes this First Amendment Agreement and remain in effect throughout the term of the collective bargaining agreement through June 30, 2025, or until amended further in accordance with Article 31.

#### **ARTICLE 23 – CLOTHING, UNIFORMS AND DUTY WEAPON**

If police department employees are required by the City to wear uniforms, the City shall pay for such employees’ uniforms in the manner described in this Article.

- A. The City Police Department will budget each fiscal year a dollar amount, as requested and presented by the Chief of Police and approved by the City Council for personnel uniforms and equipment purchases.
- B. Sworn officers will be allowed to request items throughout the fiscal year for purchase with a City credit card once approved by the Chief of Police or designee. Items must be approved before purchase.
- C. Purchases of uniform and equipment items for sworn officers, Detectives, or Animal/Code Enforcement which are authorized by the Chief of Police or his designee shall be subject to the limitations adopted by the City Council in the Police Department budget.
- D. A detective or Animal/Code Enforcement Officer may submit receipts for reimbursement through Accounts Payable or may be allowed use of the City credit card if approved by the Chief of Police or designee. A detective shall seek approval from the Chief of Police or designee before any purchase subject to reimbursement is made.
- F. Sworn officers regularly assigned as detective will be issued Department branded polo shirts for approved on-duty wear and shall acquire 5.11 or other pants as determined by the Chief of Police.
- G. CIRT Team members will be issued necessary uniforms and equipment required to perform unique CIRT duties. Employees who are members of

the CIRT Team will acquire any CIRT Team uniform or equipment items purchased by the officer with prior approval of the Chief of Police or designee by submitting receipts for reimbursement through Accounts Payable or with payment by allowed use of the City credit card if approved by the Chief of Police or designee.

- H. Records and Evidence Specialists shall be provided Department branded polo shirts and a jacket for on-duty wear and will be issued 5.11 or other pants as determined by the Chief of Police.
- I. If reimbursements are requested for any items described in this Article, including Detective items, all such reimbursement will be paid by the City upon presentation by the employee of receipts and product descriptions of purchased items which demonstrate that the expense represents an ordinary and necessary business expense excludable from income in accordance with the *IRS Fringe Benefit Guide* which includes authorized police equipment and duty uniform attire not adaptable to general use.
- J. At time of hire a sworn officer shall select and acquire from pre-approved firearms a personally owned duty side-arm as the officer’s preferred, personally owned weapon. Upon satisfactory completion of probation, the officer may apply for and receive a one-time reimbursement based on receipt and proof of purchase in connection with employment by the City of the cost of purchase of a primary duty firearm and holster up to six hundred dollars (\$600) maximum. The parties consider the cost and reimbursement amount for this equipment to be an ordinary and necessary business expense properly excludable from income. All on and off-duty use of the firearm will be consistent with City policy and law, and therefore inherently not a “personal use” which is personally beneficial. IRS Fringe Benefits Guide 15 regarding equipment and listed property.
- K. This memorandum of understanding is not precedent setting and does not create a past practice. The City of St. Helens and the St. Helens Police Association both retain the right to revert to the original contract within one (1) year this agreement is signed.

EXECUTED BY THE PARTIES this \_\_\_\_ day of October, 2020.

SHPA Union

CITY OF ST. HELENS

\_\_\_\_\_  
SHPA President

\_\_\_\_\_  
Rick Scholl, Mayor

\_\_\_\_\_  
SHPA Representative

\_\_\_\_\_  
John Walsh, City Administrator