RESOLUTION OF THE COMMON COUNCIL	
Authorizing and directing the proper City official(s) to approve the Police Department 2020-2021 Union Contract.	
File Number: R-176-2020	**Date Introduced:** November 24, 2020

WHEREAS, the Mayor & the Director of Human Resources & Risk Management received a request to approve the Police Department 2021-2022 Union Contract and,

WHEREAS, the Mayor & the Director of Human Resources & Risk Management recommend approval unanimously to approve the Police Department 2021-2022 Union Contract, now therefore

BE IT RESOLVED by the Common Council of the City of Stoughton that the proper city official(s) be hereby authorized and directed to approve the Police Department 2021-2022 Union Contract.

Council Action: ☐ **Adopted** ☐ **Failed** **Vote** _____

Mayoral Action: ☐ **Accept** ☐ **Veto**

_____ _____

Tim Swadley, Mayor **Date**

Council Action: _____ ☐ **Override** **Vote** _____

TENTATIVE AGREEMENTS BETWEEN THE CITY OF STOUGHTON AND STOUGHTON POLICE ASSOCIATION WPPA/LEER

11/11/20

1. **Amend Article VI – WAGES & HOURS OF WORK; as follows:**

Section 1. The salaries of employees covered by this Agreement shall be as provided in Appendix "A" attached hereto and made a part of this agreement. **Wage adjustments shall be as of January 1 of each year unless otherwise mutually agreed upon.**

Section 8. The Chief of Police shall post a notice on November ~~20~~ **1** of each year and accept requests for shift changes within the ~~last~~ **first** ten (10) days of November. Shift changes shall be announced **by** December 1 and shall be effective the following January 1.

In making shift assignments, employee preference shall be considered in accordance with seniority within the employee's classification. This procedure shall also apply to vacancies created during the year.

2. **Amend Article VII – HOLIDAYS; as follows:**

Add – One Additional Floating Holiday (total 3 floating holidays)

3. **Amend Article IX – UNIFORM ALLOWANCE; as follows:**

Section 1. **Increase uniform allowance by $50.00 each year of a successor agreement.**

Section 2. Employees shall be provided with ballistic vests **and outer vest carriers**. Vests shall be replaced according the manufacturer's specifications. If a ~~ballistic~~ vest is purchased for the employee, the employee shall wear it while on duty and in uniform, unless otherwise excused by the Chief of Police or his/her designee. **The Chief shall approve the design of the vest carriers**

4. **Amend Article X – VACATION; as follows:**

Section 5. **As soon as practicable after shift announcements are made, a master vacation pick schedule will be posted.** Prior to December 31st of each year, each employee, by seniority, shall pick up to twelve (12) days of vacation in any configuration. Upon completing this first pick, all employees, by seniority, may pick any number of their remaining vacation days in any configuration prior to March 1st. After March 1st, any remaining days employees may have can be taken on a first-come, first-serve basis without regard to seniority throughout the year. When picking their vacation days, the employee shall respond within 48 hours of the initial posting or they will lose that pick.

During this procedure, all intended vacation picks shall be accessible (posted as a single master copy) so employees do not overlap vacation allotments.

For the purpose of this Section, a vacation pick year shall commence on ~~March 1st and end on the last day of February~~ **January 1 and end on December 31.**

5. **Appendix A –Wages**

2021 Increase wages rates for across the board from 2020 by Two Percent (2%)

2022 Increase wages rates for across the board from 2021 by One and one-half Percent (1.5%)

If the City provides a cost of living wage adjustment to all City employees greater than One and One-half Percent (1.5%) for calendar year 2022, the City will provide the same cost of living wage adjustment to the bargaining unit employees.

6. The City and the Association will meet and confer in 2021 to work on a potential Memorandum of Understanding with respect to City reimbursement of certain educational expenses.

Agreement between the

CITY OF STOUGHTON

and the

STOUGHTON PROFESSIONAL POLICE ASSOCIATION

WISCONSIN PROFESSIONAL POLICE ASSOCIATION

LAW ENFORCEMENT EMPLOYEE RELATIONS DIVISION

2019-2020

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AGREEMENT

THIS AGREEMENT, made and entered into at the City of Stoughton, Wisconsin by and between the CITY OF STOUGHTON, a municipal corporation, as Municipal Employer, and the Wisconsin Professional Police Association/Law Enforcement Employee Relations Division (WPPA/LEER), hereinafter referred to as the "Association."

ARTICLE I - RECOGNITION

Section 1. The Municipal Employer recognizes the Association as the exclusive bargaining representative of all employees of the Police Department having the power of arrest, excluding the Chief of Police, the Lieutenant, Sergeants, or other supervisory personnel, and any part-time officer working fewer than 600 hours per year, for the purposes of negotiating in relation to wages, hours and conditions of employment.

ARTICLE II - DUES DEDUCTION

Section 1. Membership in the Association is not compulsory. An employee may join the Association and maintain membership therein consistent with its constitution and bylaws. No employee will be denied membership because of race, color, creed, age or sex. This Article is subject to the duty of the Wisconsin Employment Relations Commission to suspend the application of this Article whenever the Commission finds that the Association has denied an employee membership because of race, color, creed, age or sex.

Section 2. The Association will represent all of the employees in the bargaining unit, members and non-members, fairly and equally.

Section 3. Upon receipt of a voluntary authorization from an employee no less than thirty (30) day from the requested beginning date of dues deductions, the Employer agrees to deduct the amount of dues certified by the Association from the earnings of the employee filing the authorization and pay the amount so deducted to the Association on or before the end of the month in which such deduction is made. An employee may revoke the authorization by giving written notice to the Employer and the Association.

Section 4. The Association shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability which may arise out of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Article.

ARTICLE III - MANAGEMENT RIGHTS

Section 1. The Association recognizes the prerogatives the City of Stoughton to operate and manage its affairs in all respects in accordance with its responsibility and power of authority which the City has not officially abridged, delegated or modified by this Agreement and such powers or authority are retained by the City. These management rights include, but are not limited to the following: the rights to plan, direct and control the operation of the work force, determine

the size and composition of the work force, to hire, to layoff, to discipline or discharge for just cause, to establish and enforce reasonable rules of conduct, to introduce new or improved methods of operation, to determine and uniformly enforce minimum standards of performance subject to the provisions of this Agreement.

ARTICLE IV - SCOPE OF THE AGREEMENT

Section 1. This Agreement is intended to cover all matters relating to wages, hours and all other terms and conditions of employment for employees in the bargaining unit, even though the same are not specifically mentioned herein. Each of the parties releases and relinquishes to the other the right to require bargaining during the term of the Agreement regarding matters which the Agreement is intended to cover and matters which might have been included in the Agreement, but were not.

ARTICLE V - GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. A grievance is defined as a complaint by an employee as to the meaning or application of this Agreement. Grievances shall be processed according to the following steps.

a) A grievance shall be filed in writing with the Chief of Police or his/her designee by either the employee or the Association within seven (7) calendar days from the time the employee (or Association) knew or should of known of the event giving rise to the grievance. The Chief or his/her designee shall respond to the grievance in writing within seven (7) calendar days.

b) If the grievance is not settled in Step (a), the grievance may be appealed in writing to the Mayor within seven (7) calendar days of receipt of the Chief's or his/her designee's answer.

c) If the Mayor and the Association are unable to adjust the grievance within fourteen (14) calendar days after submission of the written grievance, and unless said time is extended in writing by mutual agreement, then within the next fourteen (14) calendar days either party may make a written request (a copy of which shall be delivered to the other party) to the Wisconsin Employment Relations Commission for appointment of an arbitrator, pursuant to its rules. Grievances not timely submitted for arbitration as provided above shall be barred even though the parties continue to discuss said grievances after they are barred from arbitration. There may be no waiver of this provision unless it is mutually agreed in writing.

d) Nothing in this Section shall be interpreted to limit or discourage an employee from orally bringing concerns to the Chief's or his/her designee’s attention.

Section 2. The parties shall equally share the expenses of the arbitrator and court reporter, however, a party need not agree to a reporter.

Section 3. It is agreed that the decision or award of any arbitrator shall be final and binding upon the parties. The authority of the arbitrator shall be limited to determining questions arising under this Agreement. The arbitrator shall have no authority to modify or change any of the terms of this Agreement or to change existing wage rates or to establish a new wage rate. Each party shall bear the expense of preparing and presenting its own case, including its own attorneys' fees and witness fees.

Section 4. It is understood that any individual employee or group of employees shall have the right at any time to present grievances to the Employer in accordance with the procedures set forth in this Article.

Section 5. Except as provided in Section 7, the grievance procedure set forth herein shall be the exclusive remedy for any complaint of any employee or the Association as to any matter involving the interpretation or application of this Agreement.

Section 6. Notice of Fact-Finding and Disciplinary Action

a) Whenever an employee is under investigation and subject to interrogation for any reason which could result in formal disciplinary action, the employee shall be informed of the nature of the investigation prior to any such interrogation. The employee shall have the right to request that he/she be represented at such interrogation by a representative of his/her choosing. The presence of a specific representative shall not be used to unduly delay the conduct of such interrogation.

b) Employees will receive a copy of any notice of formal disciplinary action that would be placed in any file kept on employee by the police administration or the City of Stoughton. For purposes of this provision, a formal disciplinary action shall mean any document characterized by the City as a verbal warning, written warning, suspension, or reduction in rank.

Section 7. Section 62.13(5), Wis. Stats. shall be the exclusive remedy for any disciplinary action involving suspension, discharge or reduction in rank.

ARTICLE VI - WAGES & HOURS OF WORK

Section 1. The salaries of employees covered by this Agreement shall be as provided in Appendix “A” attached hereto and made a part of this agreement.

Section 2. When an officer below the rank of Sergeant is assigned as Officer-In-Charge (OIC) for a minimum of one (1) consecutive hour, the officer shall receive a differential of Fifty-Five Cents ($0.55) per hour for all hours so assigned and worked.

Section 3. Overtime. Eligible bargaining unit employees shall be compensated at a rate of time and one-half (1-1/2) based on their current rate of pay for authorized hours worked in excess of the scheduled workday or on scheduled days off. The scheduled workday is eight (8) hours and the scheduled workweek is 37.46 hours. The work schedule shall consist of six (6) days of work

followed by three (3) days of rest. When the need arises to change an employee's regular clays off, the ratio of 2 days worked to 1 day off shall be maintained. Those employees on a 5-2 schedule shall be compensated for the difference of hours generated by the 6-3 schedule. Overtime shall be payable for the pay period in which it is earned, except that compensatory time may be accumulated and taken at a later date by the employee upon mutual agreement between the employee and the Chief of Police. There shall be a maximum accumulation of compensatory time of one hundred four (104) hours (sixty-nine point thirty-four [69.34] of work hours) and if not taken by the last pay period of the year, they shall be paid for at the employee's regular hourly rate. Sufficient notice shall be given by the employee when requesting compensatory time off.

Compensatory time is not intended to be used as an extra week of vacation in conjunction with the normal vacation, and if this becomes a problem either party (the City or the Association) has a right to ask the other party to discuss this issue with them at the earliest possible time.

No part-time employee shall perform bargaining unit work unless regular off-duty employees have had an opportunity to perform said work with the exception of those hours generated by compensatory time off. Notification of full-time employees is sufficient through one (1) phone call per employee. When a need arises to "order in" employees for such hours, the hours shall be worked by contiguous shift employees prior to ordering employees in on scheduled time off. An employee's scheduled hours of work may not be changed without twenty-four (24) hours' notice prior to both the start of the previously scheduled shift and the newly assigned shift unless mutually agreeable with the employee affected.

Section 4. Breaks are given at the discretion of the Chief of Police provided there is no substantially unequal treatment.

Section 5. Employees in the same classification may trade days off by agreement upon twenty-four (24) hours' notice to the Chief of Police.

Section 6. In addition to their regular rate of pay, officers who work between the hours of 2:00 p.m. and 6:00 a.m. shall receive a shift differential of fifty cents ($0.50) for each hour worked during that period. This shift premium shall apply only to tours of duty worked between the specified hours; it will not be paid for special assignments, court appearances, etc.

Section 7. Payday will be bi-weekly. The Employer shall have sole authority for creating and administering this system, including deductions.

Section 8. The Chief of Police shall post a notice on November 20 of each year and accept requests for shift changes within the last ten (10) days of November. Shift changes shall be announced December 1 and shall be effective the following January 1.

In making shift assignments, employee preference shall be considered in accordance with seniority within the employee's classification. This procedure shall also apply to vacancies created during the year.

Section 9. When an officer is assigned to act as a Field Training Officer (FTO), the officer shall receive a differential of Fifty Cents ($0.50) per hour for each hour worked in such assignment, which assignment shall be in writing. Such assignments, including the selection of the FTO and the length of such assignment, shall be in the sole discretion of the Chief of Police or his/her designee.

ARTICLE VII – HOLIDAYS

Section 1. All full-time employees shall be granted the following holidays off with pay:

New Year's Day
Martin Luther King, Jr. Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve (8 hours)
Christmas Day
2 Floating Holidays

If a holiday falls on the employee's scheduled day off, the employee shall be paid those holiday hours at their hourly rate in the pay period in which the holiday falls.

If a holiday falls on the employee's day of work or paid leave, the employee will receive pay for those holiday hours at the hourly rate or have the option of taking another day off of which the day off shall be with the chief's approval.

If an employee works on a holiday he/she shall be paid an additional one-half (1/2) times their hourly rate for those hours worked. Holiday pay shall be in addition to compensation normally paid the employee for such hours.

The floating holidays shall be selected by the employee upon sufficient notice to the Chief of Police to allow the Chief of Police to arrange a substitute and provided that on the day requested, the Chief is able to obtain a substitute.

To receive holiday pay, an employee must have worked or been on an authorized leave the days preceding and following the holiday.

Employees who normally work a Monday through Friday schedule shall observe named holidays on the same day as the holiday is observed by the City.

ARTICLE VIII - LEAVE TIME

Section 1. Funeral Leave. Each full-time employee shall be entitled to up to three (3) days off with regular pay when there is a death in his or her family. For purposes of this provision, immediate family means the employee's: spouse, children, mother, father, grandfather, grandmother, stepparent, aunts, uncles, foster parents, stepchildren, grandchildren, foster children, brothers and their spouses and children, and sisters and their spouses and children. Immediate family shall also include the following relatives of the employee's spouse: mother, father, child, grandmother, grandfather, brothers and sisters.

Funeral or Pallbearer (other than immediate family)--Maximum of four (4) hours to attend (must be approved by department head), and may, at the option of the employee, be taken as sick leave, comp time, vacation or leave without pay.

Section 2. Military Leave. Employees shall be granted a leave of absence for military service in accordance with applicable state and federal laws.

Employees on military leave shall be paid their regular City pay for up to twenty (20) working days in any twelve (12) month period. The employee shall remit to the City the Employee's military pay, but not to exceed the employee's regular wages, for the period of paid leave. Thereafter, the leave shall be unpaid, except to the extent the employee elects to use accrued vacation. An employee must return to work before qualifying for a new period of paid military leave.

Section 3. Family and Medical Leave. Eligible employees may take family or medical leave to the extent allowed by state or federal FMLA laws.

Section 4. Other Medical Leaves. An employee requiring leave beyond that available as FMLA leave due to his or her own medical condition may request a medical leave of absence. All such requests are subject to the approval of the Employer. Such leaves shall generally not exceed ninety (90) calendar days.

Section 5. Personal Leave of Absence. An employee may request a personal leave of absence in accordance with the provisions of Section 6.

Section 6. All leave of absence requests shall be made to the supervisor or the department head as far in advance as possible. Leave of absence requests must be approved by the department head and the Director of Human Resources & Risk Managment. During the first thirty (30) calendar days of an approved leave of absence, the City will continue to pay health and life insurance premiums. Thereafter, except as otherwise provided by state or federal FMLA laws, health and life insurance may be continued during a leave of absence provided that the City is reimbursed for the insurance premium. Vacation leave, holiday leave, sick leave and longevity bonus, and any other benefit shall not be earned during a leave of absence, except as provided by applicable state or federal law.

ARTICLE IX - UNIFORM ALLOWANCE

Section 1. The Employer agrees to provide a uniform allowance of Five Hundred Dollars ($500.00) per year for uniformed unit employees. Purchase shall be of items approved by the Chief of Police (see Appendix B), and must be approved by the Chief prior to purchase. Reimbursement shall be by voucher to the Chief of Police. New employees will be provided an initial uniform issue as set forth in Appendix "B," for the first year of employment. If an officer shall terminate employment with the City within his/her first year of service, all uniform items provided by the City shall be immediately returned to the Police Department. Clothing or accessories damaged in the line of duty will be replaced, with the approval of the Police Chief, by the City, provided a claim is submitted within seven (7) calendar days of the date the damage is or should have been first apparent to the officer.

Section 2. Employees shall be provided with ballistic vests. Vests shall be replaced according to the manufacturer's specifications. If a ballistic vest is purchased for the employee, the employee shall wear it while on duty and in uniform, unless otherwise excused by the Chief of Police or his/her designee.

Section 3. If damaged in the line of duty, the Employer shall replace watches and eyeglasses or contact lenses in an actual cost not to exceed Fifty Dollars ($50.00), Two Hundred Dollars ($200.00) and One Hundred Dollars ($100.00), respectively.

Section 4. Such firearms and ammunition as are prescribed by the Chief of Police shall be paid for by the Employer. Only prescribed equipment will be carried, except other equipment approved by the Chief of Police, but not required by the Chief of Police, may be carried at the officer's expense. All firearms and ammunition paid for by the Employer per this section shall be replaced or repaired by the Employer when necessary clue to normal wear and tear through the course of employment.

Section 5. All employees shall report for shift in a neat, cleaned, pressed, and shined uniform and prepared to stand inspection by the Chief of Police, Lieutenant or Shift Supervisor.

ARTICLE X – VACATION

Section 1. All full-time employees shall be granted vacation, with pay as follows:

One (1) week	after one (1) full year of service, but less than two (2) years of service.
Two (2) weeks -	with more than two (2) full years of service, but less than six (6) full years of service.
Three (3) weeks -	with more than six (6) full years of service.
Four (4) weeks -	with more than ten (10) years of service.

Five (5) weeks - with more than twenty (20) years of service.

For purposes of this Section, a vacation week shall consist of six (6) workdays.

Section 2. Vacation leave shall not be cumulative and employees shall take their vacation following the year earned, except that the City Council or its authorized representative may allow earned vacation time to accumulate if an employee gets prior consent, or it is determined to be in the best interest of the City.

Section 3. Employees when separated from City employment will be compensated at their regular salary for earned and unused vacation accumulated to their credit.

Section 4. Department heads or supervisors shall schedule and authorize all vacations, giving due consideration to seniority rights, the needs of service, and the remaining staff to perform the necessary duties of the department.

Section 5. Prior to December 31st of each year, each employee, by seniority, shall pick up to twelve (12) days of vacation in any configuration. Upon completing this first pick, all employees, by seniority, may pick any number of their remaining vacation days in any configuration prior to March 1st. After March 1st, any remaining days employees may have can be taken on a first-come, first-serve basis without regard to seniority throughout the year. When picking their vacation days, the employee shall respond within 48 hours of the initial posting or they will lose that pick.

During this procedure, all intended vacation picks shall be accessible (posted as a single master copy) so employees do not overlap vacation allotments.

For the purpose of this Section, a vacation pick year shall commence on March 1st and end on the last day of February.

Section 6. Vacation may be taken one (1) day at a time on three (3) clays notice to the Chief of Police, provided no unit job would be left unmanned as a result. No more than three (3) patrol officers will be allowed off on any one (1) day using any combination of time off such as vacation, comp time, holiday, or personal days.

ARTICLE XI - INSURANCE

Section 1. Should the City elect to provide group health and dental insurance coverage, full-time (eligible) employees who elect such coverage shall pay a monthly premium equal to 3% of the total premium cost. Such payments shall be made by payroll deduction. For full information, please refer to your Plan Documents or contact the Director of Human Resources & Risk Management. Nothing in this Article shall be construed to limit the City's right to unilaterally determine the design and selection of health care coverage plans nor obligate the City to bargain over the impact of such plans on wages, hours and conditions of employment. To the extent to which the Affordable Care Act would necessitate changes in premium, the Agreement may be

reopened for that limited purpose only to the extent such changes would constitute a mandatory subject of bargaining.

Section 2. The City will pay the full premium for the existing group life plan.

Section 3. The City shall provide false arrest insurance for each employee.

Section 4. Income protection insurance will continue to be made available to those employees who currently have such coverage. Participation shall be by payroll deduction with the employee responsible for the entire premium.

Section 5. Employees may participate in the Income Continuation insurance program currently provided by the City through the Wisconsin Department of Employee Trust Funds. The City shall pay the full premium based upon a 90 day waiting period. An employee electing a shorter waiting period (30 or 60 days) shall pay the additional premium by payroll deduction.

Section 6. The City may change life insurance carriers as long as the coverage remains substantially equivalent to the current coverage.

ARTICLE XII - RETIREMENT

The Employee shall pay the WRS-mandated contribution as a percentage of WRS-required earnings required of general municipal employees with the City paying the balance of the total contribution.

ARTICLE XIII - SICK LEAVE

Section 1. All full-time employees shall earn and shall be granted sick leave with pay at the rate of ninety-six (96) hours per year. There is no cap on the accumulation of sick leave which may be used while the employee is employed by the City.

Section 2. In order to be granted sick leave with pay, the department head or supervisor or employee must adhere to the following:

a) Report reason for absence from work promptly.
b) Keep Employer informed on one's condition.
c) Permit Employer to make such medical inquiry as he may determine necessary.
d) Submit medical certificate for any absence of more than three (3) working days certifying as to inability to work.

Section 3. When an insufficient sick leave balance remains to cover the absence of an employee, the remainder shall be charged either to accumulated vacation or leave without pay, at the employee's option.

Section 4. When an employee is on paid, sick leave the accrual of sick leave and vacation leave benefits shall continue during the period of convalescence. Employees shall be allowed to

use sick leave if they become sick while on vacation. (A doctor's certificate or other evidence to support this sickness may be required.)

Section 5. As a matter of concern for the safety of the officer and others, employees should not report to work if they do not feel able to perform adequately or might expose fellow employees to becoming ill. Sick leave accumulated each year should not be used for any purpose other than bona fide employee illness or illness in the immediate family. Willful misuse of sick leave or the willful making of false reports regarding illness will subject the employee to disciplinary action and will be considered just cause for suspension, demotion or discharge.

Section 6. Accrued Sick Leave Credit for Retiring Employee. All full-time employees who actually retire from City service and apply (within 60 days of last day paid) for a retirement annuity from the Wisconsin Retirement System, which annuity must exceed $10.00 per month, shall have their sick leave credits up to one thousand two hundred fifty (1250) hours (at the time of their retirement) converted to a monetary value (hours of credit times normal hourly rate of pay received immediately prior to retirement) and transferred to a Retiree Health Reimbursement Plan. Any amount of sick leave credits in excess of one thousand two hundred fifty (1250) hours shall be converted to a monetary value at the rate of fifty percent (50%), which amount shall also be transferred to a Retiree Health Reimbursement Plan.

There is no other payment of accrued but unused sick leave.

Section 7. Base sick leave may be used on a pro rata basis to make up the difference between any Worker's Compensation loss of work benefits and full regular pay.

Section 8. Sick leave may be used by an employee for illness in the employee's immediate family or person living in the employee's household.

Section 9. The City shall comply with the applicable provisions of the state and federal Family and Medical Leave Acts.

Section 10. Accrued Sick Leave Credit for Surviving Spouse. In the event that an employee covered by this Agreement dies during the course of his/her employment and is survived by a spouse, their entire accrued sick leave credits, at time of death, shall be converted to a monetary value (hours of credit times normal hourly rate of pay received immediately prior to death) which shall be paid toward the Health Reimbursement Plan ("HRA").

ARTICLE XIV – LONGEVITY

Section 1. A longevity bonus will be paid to all permanent, full-time City employees annually on the payday closest to the 1st of December, based on continuous service to the City as follows:

a) Employees must have completed three (3) full years of City employment December 1st to receive their first longevity bonus payment of One Hundred Fifty Dollars ($150.00).

b) Subsequent longevity bonus payments shall be increased by Fifty Dollars ($50.00) for each additional full year of employment.

c) Continuous employment shall not be considered to have been interrupted by absence from work during which an employee is receiving, as a City employee, Worker's Compensation or sick leave pay, or while an employee is in the military service. Periods of absence from work during a leave of absence authorized by the City Council shall not be added to a period of previous employment in computing longevity, but any such period of previous employment may be added to the period of employment immediately succeeding a period of authorized leave in a computing longevity.

d) No pro-rations shall be permitted in computing an employee's length of employment or amount of longevity bonus payments. In addition, no partial payments shall be made to employees who have terminated during the year, except that on retirement or death, the longevity bonus may be prorated to the first day of the month in which retirement or death occurs.

ARTICLE XV – MISCELLANEOUS

Section 1. Employees required to go to court other than during their regular shift shall be guaranteed two (2) hours at time and one-half (1-1/2). For court trips outside Stoughton, employees shall be allowed to use a squad car or shall be paid mileage as allowed by the City Council in the work rules. A minimum of two (2) hours at time and one-half (1-1/2), shall be granted to an employee who is requested to report outside of his regular schedule of hours or who reports to work as scheduled and is sent home. An employee will be given a twenty-four (24) hour notice of cancellation by court if not required to appear in court.

Section 2. Whenever it becomes necessary to lay-off employees, part time employees shall be laid off first, then the full-time employees with the least seniority. Recall shall be done in reverse order of layoff.

Section 3. Newly hired employees shall serve an eighteen (18) month probationary period.

Section 4. Whenever a personal pronoun is referred to in this Agreement, the intent is to apply to either sex.

Section 5. Every employee under this Contract shall have the right upon his/her request to be made aware of the contents of all personnel, supervisory and evaluation reports incorporated in his/her file. Employees shall receive a copy of all documents to be included in their file (including permanent file).

An employee shall have the right and the opportunity to discuss any item contained in his/her file with the administrator at which time the employee may request that a representative for the Association be present.

An employee shall have the right of rebuttal in writing supervisory report incorporated in his/her file.

For purpose of this Section, "file" shall mean those documents maintained by the administration of Stoughton Police Department and/or City of Stoughton on an employee.

ARTICLE XVI – RESIDENCY

Section 1. Officers must reside within forty-five (45) miles of the Police Station as measured by the closest road route.

ARTICLE XVII – DURATION

Section 1. This Agreement shall become effective as of January 1, 2019, and shall remain in full force and effect until and including December 31, 2020 and shall be automatically renewed from year to year thereafter, unless negotiations are initiated by either party prior to July 1, 2020, and at any first of July on any effective year thereafter.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the ____ day of December, 2018.

City of Stoughton	For the Association
_____	_____
Mayor	President
_____	_____
City Representative	Representative

APPENDIX A
WAGE RATES

Patrol	**1/1/19**
Start	$27.92
1 Year	$29.07
2 Years	$30.25
3 Years	$31.40
4 Years	$32.62

Detective	**1/1/19**
Start	$28.50
1 Year	$29.76
2 Years	$30.97
3 Years	$32.23
4 Years	$33.45

Patrol	**1/1/20**
Start	$28.76
1 Year	$29.94
2 Years	$31.16
3 Years	$32.34
4 Years	$33.60

Detective	**1/1/20**
Start	$29.36
1 Year	$30.65
2 Years	$31.90
3 Years	$33.20
4 Years	$34.45

APPENDIX "B"
INITIAL UNIFORM ISSUE LIST

ITEM	QUANTITY
Winter Hat	1
Summer Hat	1
Squad Jacket	1
Pants	2
Sweater	1
Shirt Summer	2
Shirt Winter	2
Turtle Neck	2
Tie	1
Tie Tac/Pin	1
Name Plate	1
Belt Garrison	1
Belt Sam Brown	1
Handcuff Case	1
Key Strap	1
Belt Keepers	1
Holster	1
Hand cuffs	1
Baton	1
Squad Case	1
Form Holder	1
Whistle	1
Gloves	1
Sewing	--
Chevrons	--
Badge Wallet	1
Pistol Lock	1
Footwear	1
Rain Gear	1
Flashlight	1
OC Holder	1
Radio Sleeve	1
Ballistic Vest	1