

This Advance Agreement ("Agreement") is entered into between the City of Madison ("City" or "Employer") and the undersigned officer ("Officer") prior to the Officer performing any bailiff duty assignment, pursuant to Section 7(g)(2) of the Fair Labor Standards Act (29 U.S.C. § 207(g)(2)) and its implementing regulations at 29 CFR §§ 778.415–778.419.

### **1. Purpose**

The purpose of this Agreement is to establish, in advance of any bailiff duty being performed, a bona fide hourly rate of pay for bailiff duty as a distinct type of work from the Officer's regular Police Department duties, so that overtime compensation for bailiff hours may be calculated using this rate rather than a blended weighted-average rate across duty types.

### **2. Bailiff Duty Rate**

The Officer's compensation rate for bailiff duty shall be **\$43.34 per hour, or the Officer's regular Police Department hourly rate at the time the bailiff duty is performed, whichever is higher** ("Bailiff Rate"). This rate applies to all hours the Officer performs bailiff duty and is fixed and agreed to before any such duty is assigned or worked.

### **3. Nature of Bailiff Duty as Distinct Work**

The Officer and the City acknowledge that bailiff duty — including courtroom security, prisoner escort within court facilities, maintenance of order during judicial proceedings, and related court security functions — constitutes work that is materially different in nature, function, and setting from the Officer's regular patrol and law enforcement duties and is a distinct type of employment for purposes of 29 CFR § 778.415.

### **4. Overtime Calculation — Chronological Attribution**

In any workweek (or applicable §7(k) work period) in which the Officer performs both regular Police Department duty and bailiff duty, overtime hours — hours worked beyond 40 in a workweek, or beyond the applicable §7(k) threshold — shall be attributed to whichever duty the Officer was actually performing at the time those hours were worked, tracked chronologically in the order the hours occurred within the work period.

- Overtime hours attributed to regular Police Department duty shall be compensated at one and one-half (1.5) times the Officer's regular Police Department hourly rate.
- Overtime hours attributed to bailiff duty shall be compensated at one and one-half (1.5) times the Bailiff Rate defined in Section 2.
- No blended, averaged, or weighted regular rate shall be applied across duty types under this Agreement. Each hour's overtime premium is calculated solely by reference to the rate applicable to the duty actually performed during that hour.

### **5. Advance Nature of Agreement**

This Agreement is executed and acknowledged by the Officer before the Officer performs any bailiff duty to which it applies. No retroactive application of the Bailiff Rate or the attribution method described herein shall be made to hours already worked at the time of signing.

**6. Timekeeping**

The Officer agrees to accurately record and code all hours worked by duty type (regular Police Department duty or bailiff duty) in the City's timekeeping system, in the sequence such hours are actually worked, to permit accurate application of Section 4.

**7. No Guarantee of Assignment**

Nothing in this Agreement guarantees the Officer any minimum number of bailiff duty hours or assignments. Bailiff duty remains voluntary and subject to scheduling and operational need, except as otherwise provided in departmental policy.

**8. Duration and Modification**

This Agreement remains in effect until modified or superseded by a subsequent written advance agreement, department policy update, or collective bargaining provision, whichever applies, and applies prospectively only from the date any such modification takes effect.

**9. Acknowledgment**

By signing below, the Officer acknowledges having read, understood, and agreed to the Bailiff Rate and overtime attribution method described in this Agreement, prior to performing any bailiff duty under its terms.

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Officer Signature: (through Docuware)\_

Approved by (this will be McCants via Docuware):

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Approved by (This will be by HR and go directly into their file and to Finance, if needed.