Memorandum of Understanding
Between
City of Madison and Association of Madison Police Supervisors

EARNED TIME PROVISION

The purpose of this memorandum is to amend current provisions of the agreement between the City of Madison and Association of Madison Police Supervisors (AMPS) with respect to Article XVIII (Hours of Work) and Article XXVI (Salary Schedule/Overtime) and to memorialize and clarify accepted practice with respect to compensation and scheduling provisions for AMPS members.

The current agreement states, "The normal work day shall consist of an 8 hour tour of duty and the normal average annual work week shall consist of thirty-seven and one-half hours exclusive of the fifteen minute early reporting requirement." Overtime provisions in the existing agreement state that overtime shall be paid at straight time, unless the Chief of Police or his/her designee declares an emergency. The City recognizes that command officers of the Department maintain some flexibility in their work schedules to manage their areas of responsibility.

The City of Madison and AMPS agree to the following provisions to allow for the accrual of earned time and the use of earned time off by AMPS members. These provisions will take effect on January 1, 2006. The accrual and use of earned time is not a means to supplant existing overtime provisions within the current agreements nor is it meant to negate current leave provisions.

1) During each pay period, commanders are allowed some flexibility to make minor adjustments to their work schedules to perform work efficiently and effectively.

2) Whenever a commander makes the decision to extend their normal workday to perform routine work, he/she earns the opportunity to bank the time earned beyond 8 hours, on an hour-for-hour basis, within the limits prescribed in this agreement.

3) Approved overtime will be compensated pursuant to the provisions in the current agreement. Examples of when overtime compensation is appropriate include the following:
   a) Overtime hours worked at Special Events.
   b) Overtime hours worked as a result of a necessary police action or in response to a critical incident, outside of the employee’s regular workday.
   c) Work that is directed by a superior officer that causes the employee to work beyond the regular eight-hour day.
   d) Work that is performed on holidays or paid leave days per existing agreement.
   e) Overtime hours worked in response to a subpoena when the scheduled appearance is outside of the employee’s scheduled work shift.
   f) Overtime hours worked in conjunction with a grant where funds have been accepted and approved for overtime reimbursement.
   g) Essential work that is time sensitive.
4) AMPS members may accrue up to 150 hours of earned time and may carry an earned time balance not to exceed this amount. AMPS members must arrange to reduce their earned time balance to 150 hours by January 1, 2006.

5) AMPS members may take earned time off with the approval of their immediate supervisor. Earned time off may be used the same as other forms of leave. Commanders should make on-going adjustments in their work schedules to stay below the 150-hour ceiling.

6) Earned time, earned time off and earned time balances should be recorded on a weekly basis in the Telestaff system pursuant to prescribed methods.

7) All earned time off must be scheduled and used prior to the official retirement or end of employment date by AMPS members. Any accrued time that is not used prior to that date will be forfeited. No cash payment will be made for any earned time balance that remains upon retirement, resignation or end of employment.

Mike Deiters  
Labor Relations  
7/29/05  
Date

Noble Wray  
Chief of Police  
7/19/05  
Date

Vic Wahl  
AMPS President  
8-1-05  

Memorandum of Understanding
Between
The City of Madison
And
Association of Madison Police Supervisors

STAND-BY DUTY PAY – AMPS

The City of Madison and the members of AMPS agree to the provisions of this Memorandum of Understanding from January 1, 2006 through December 31, 2007. This Memorandum of Understanding allows the City to place bargaining unit members of AMPS who serve on the Special Events Team on a "Stand-by" status to supplement fully staffed events which may unexpectedly lead to a need for a larger deployment of personnel.

COVERAGE:
This is intended to cover all AMPS members of the Special Events Team who have been issued telephonic paging devices provided by the City.

"STAND-BY" Status Defined:
"Stand-by" defines when an AMPS member of the Special Events Team is directed by a Commanding Officer or designee to utilize their City-issued pager for the purpose of being recalled to duty should departmental needs dictate. Members should be able to respond to the Central District station, fit for duty, within one hour after receiving a telephonic page.

"STAND-BY" COMPENSATION:
AMPS members placed on "stand-by" status shall be compensated at a rate of 1 hour regular pay for each 8 hours required to be on "stand-by." If a member is not recalled to duty, the member shall receive, at minimum, 1 hour of compensation for each period of "stand-by" status unless that period exceeds 8 hours. In the event a member is relieved from "stand-by" status without being recalled to duty, the member shall receive, at minimum, 1 hour of pay.

In the event that a member is recalled to duty from "stand-by" status, that member shall receive one hour of pay for the "stand-by" time and then receive their normal rate of pay for call back under current AMPS contract language.

NOTIFICATION:
The Department shall give at least 72 hours notice to members being placed on "stand-by" status unless extenuating circumstances exist to make this notification impossible. Members must follow protocol (to be established) for acknowledging they have been placed on "stand-by." Any member unable to be notified of their being placed on "stand-by" status shall not be considered available for such duty.

For the City:

[Signature]
Mike Deiters
Date 1/28/05

For AMPS:

[Signature]
Victor Wahl
Date 12/1/01

[Signature]
Noble Wray
Date 1/28/05
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF MADISON
AND
THE ASSOCIATION OF POLICE SUPERVISORS

BACKGROUND: Article 17 (A) (5) of the 2004-2005 memorandum of understanding between the City and the Association of Police Supervisors reads: "Beginning the pay period that includes December 1, 2005, Association members who receive a clothing allowance will have that allowance increased by $15.00 per month. Association members receiving a uniform allowance will receive an annual lump sum payment of $180.00. This payment will be made on the pay day immediately preceding December 15. In December, 2005, Association members receiving a uniform allowance will receive a payment of $15.00.

As some Association members switch from Uniform allowance to clothing allowance or vice versa, administratively the payment plan agreed to it becomes more challenging than need be. Therefore, the parties have agreed to amend the contract as follows:

"Beginning the pay period that includes December 1, 2005; Association members who receive a clothing allowance will have that allowance increased by $15.00 per month. Association members who receive a Uniform allowance will receive $15.00 per month in the second pay check of each month. In December, 2005, Association members receiving a uniform allowance will receive a payment of $15.00."

Agreed to on the 17th day of January, 2006.

FOR THE ASSOCIATION

[Signature]

FOR THE CITY OF MADISON

[Signature]
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF MADISON
AND
AMPS
(Association of Madison Police Supervisors)

Introduction: This Memorandum of Understanding (MOU) is entered into between the City of Madison and AMPS. By entering into this MOU, the City and the Union agree that members of the Union retiring on or after October 1, 2006, shall participate in the City's newly adopted Post-Retirement Sick Leave Conversion Medical Reimbursement Plan, or the City's Governmental 401(a) Special Pay Plan. The parties intend that the terms of this MOU shall be incorporated into the next collective bargaining agreement between the parties.

1.0 Purpose

The City of Madison has adopted a Post-Retirement Sick Leave Conversion Medical Reimbursement Plan (hereinafter, "Medical Plan") and a Governmental 401(a) Special Pay Plan (hereinafter, "Retirement Plan") (together called the "Plans") to allow retiring employees in the AMPS bargaining group to convert accumulated sick leave into a supplemental retirement benefit on a mandatory basis.

2.0 General

The Plans are intended to allow some flexibility in the conversion of the unused accumulated sick leave. The City of Madison will apply a formula, set forth in Section 4.0 below, to convert a retiring employee's unused accumulated days of sick leave or extra retirement pay into a dollar value (hereinafter, "Benefit"). The benefit will be paid to the retiring employee through a supplemental benefit plan.

It is the City of Madison's intention that the benefits provided by the plan not be subject to FICA taxes. In addition, these benefits are to be tax deferred for both federal and State income tax until the retiree withdraws them from the plan. However, the City of Madison makes no warranties or representations regarding the tax treatment of any contribution made or amount received under the Plan. Employees should consult their own tax advisor to determine how to treat the supplemental benefits provided by the Plan.

3.0 Eligibility

The conversion of unused sick leave is automatic and mandatory upon retirement and all retiring employees with unused accumulated sick leave extra on the date of their retirement will participate in the Plan.
To "retire" and be eligible for this Plan, an employee must be a AMPS member who has reached or will reach age fifty-five (55), or age fifty (50) for protective service employees, during the calendar year of retirement, must retire from employment with the City, and be eligible for retirement benefits from the Wisconsin Retirement System.

4.0 Calculation of Benefit

An employee who retires with the City of Madison shall receive a Benefit for the number of days of unused accumulated sick leave held by the retiring employee on his or her date of retirement, based on the following formula:

Total hours of accumulated sick leave x regular hourly rate of pay at time of retirement.

5.0 Payment of Benefits:

5.1 Election of Form of Benefit: Within thirty (30) days of receiving written notice of an employee's retirement, the City of Madison shall elect the form in which the retiring employee will receive the benefit. The Benefit can only be paid to the retiring employee in one of the forms set forth in paragraph 5.2 of this MOU. In making the election, The City of Madison will consider several established factors including the retiring employee's access to other health insurance coverage, the value of the retiring employee's unused accumulated sick leave and extra retirement pay, and the ability of the retiring employee to demonstrate the need for coverage. The City of Madison will notify the retiring employee in writing (within the thirty (30) day time period identified above) of the election made by the City of Madison.

5.2 Form of Payment: Retiring employees who are eligible to receive a supplemental benefit will be paid the Benefit in one of the following forms, pursuant to the election made in paragraph 5.1 of this MOU:

(a) The City of Madison shall make a contribution to the PRIME Trust, or the Medical Plan Trust (selected at the City of Madison's discretion) for the benefit of the employee to pay for health insurance premiums and un-reimbursed medical expenses specified under Internal Revenue Code Section 213. This benefit will continue until fully exhausted by the retiree or their qualified dependant beneficiaries.

(b) The City of Madison shall make a contribution to the Retirement Plan Trust and/or 457(f) qualified deferred
compensation plan (selected at the City of Madison's discretion) in the amount of the Benefit, which shall be paid to the retiring employee according to the terms of the selected plan.

6.0 Plan Administrator

The City is hereby designated as the Plan Administrator. The Plan Administrator shall have the authority to control and manage the operation and administration of the Plan, including the authority to make and enforce rules or regulations for the efficient administration of the Plan; to interpret the Plan; and to decide all questions concerning the Plan and the eligibility of any person to participate in the Plan. The Plan Administrator shall give reasonable notice of the availability and terms of the Plan to employees and shall keep accurate records of all benefits paid under the Plan.

7.0 Miscellaneous

7.0 All terms expressed herein shall be deemed to include the feminine and neuter genders and all references to the plural shall be deemed to include the singular and visa versa, all as proper construction shall dictate.

7.2 This MOU does not enlarge or diminish the employment rights of any employee nor does it confer any right upon any employee to be retained in the service of the City.

7.3 This Plan shall be constructed and enforced according to the laws of the State of Wisconsin, where the City is located.

7.4 This document is descriptive only, and is subject in all regard to the documents establishing the Medical Plan and the Retirement Plan.

This MOU shall be effective as of the 11th day of Oct, 2006.

FOR THE CITY

FOR THE UNION

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_________________________  ____________________________
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF MADISON
AND
ASSOCIATION OF MADISON POLICE SUPERVISORS
(AMPS)

BACKGROUND: For many years, the City and the Union have included in their Collective Bargaining Agreement, the conditions under which the City agrees to provide a subsidy for employees toward the cost of bus passes on the City’s Metro system. The City would like to enhance its transportation demand management program by participating in a Metro Transit unlimited ride pass program, for which reimbursement is made by the City to Metro, at no cost to City employees. This document would replace the language in the contract concerning bus pass subsidy until such time that the unlimited ride bus pass program is not in existence. The terms and conditions of this program are as follows:

1. The initial pilot project started August 1, 2005, through December 31, 2005, and for such further time as the requisite funding was allocated and approved during the budget process. This program replaced the City’s former bus pass subsidy program. Approval for the program has been extended until December 31, 2009 with the understanding that the City may terminate this program on or after January 1, 2009, upon ninety (90) days’ written notice to the Association.

2. The Metro unlimited ride pass for which full payment is made by the City will replace the Bus Pass Subsidy. In the event the free of charge, unlimited ride pass program is abolished or canceled, the City will reinstate the Bus Pass Subsidy Program.

3. The Metro unlimited ride pass provides free-fare access by City employees to Metro’s fixed route and ADA Complimentary Paratransit Services.

4. Metro Transit services specifically excluded from the free-fare program are Metro special event shuttles for sporting and other events for which special event fares are charged.

5. Metro will provide unlimited ride passes to the City Human Resources Department and/or the City Treasurer’s Office or other agency designated by the Mayor for distribution to all current employees. Replacement passes can be purchased for $10.00 by any eligible City employee who can verify that their pass was lost, stolen or destroyed. To qualify for the free ride, employees must present both an employee identification card and an unlimited ride pass.
6. The unlimited ride pass is not transferable and shall be forfeited and confiscated if misused or presented for transportation by any person other than the person to whom it was issued.

7. The City of Madison may terminate this program upon ninety (90) days written notice to the Union and participating employees.

Agreed to this 21st day of July, 2008.

FOR THE CITY

[Signature]

FOR THE UNION

[Signature]