

MEMORANDUM OF UNDERSTANDING

**Federal Medical Center
3301 Leestown Road
Lexington, KY 40511-8799**

AND


**AFGE Local 817
3301 Leestown Road
Lexington, KY 40511-8799**

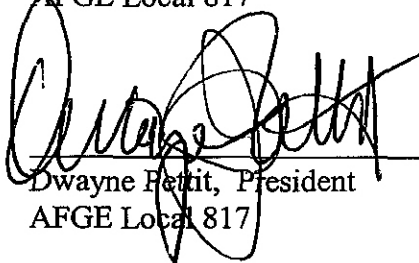
The purpose of this agreement is to ensure consistency with Correctional Services Mandatory Overtime as well as an information tool for the Correctional Services Staff.

The parties mutually agree to the following terms and conditions with regard to the assignment of mandatory overtime in the Correctional Services Department.

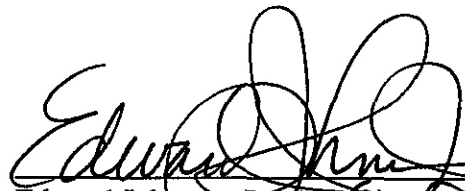
- 1) Shift Lieutenant's will utilize only the seniority-based list of all Correctional Services staff who are not exempt from mandatory overtime (as indicated in #3 below), and the daily assignment roster as tools to determine who is next for mandate. This list will indicate the last date a staff was mandated to work overtime. When the Shift Lieutenant determines mandatory overtime is necessary, he/she will determine who is to be mandated to work that overtime based upon the seniority-based list, which will indicate the last date worked of those staff available on the current shift. The Shift Lieutenant will notify the staff member they have been mandated into an overtime shift, record the date of the shift on the list, and place his or her initials next to the date of the mandated overtime.
- 2) Management and the Union agree that mandatory overtime credit will be given for overtime which lasts one hour or more.
- 3) Management and the Union agree that the below listed Correctional Services staff are exempt from mandatory overtime:
 - a) Staff assigned to Facilities Escort as a quarterly assignment.
 - b) Staff assigned to Medical Escort as a quarterly assignment.
 - c) Any other Staff who are on loan status for a quarterly assignment (example: Chapel, Food Service, etc.), or those staff who have competed for and have been selected to a detail-for-training position.
 - d) Staff who are given quarterly assignments but not rated under Standard Set #3 (non-supervisory correctional officers such as Security Officer, Tool Room Officer, Emergency Preparedness Officer, Captain's Secretary, Count Clerk, and Time & Attendance Clerk).
 - e) Any staff in non-bargaining unit position.
 - f) Management agrees to exhaust all other staffing sources prior to mandatory Morning Watch to Day Watch overtime for weekends and holidays only.

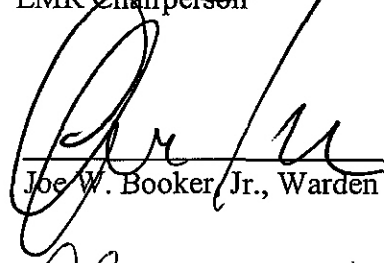
This agreement will go into effect on the date of the last signature secured on this documented and will remain in effect until re-negotiation is necessary or until such time as a new Master Agreement is in effect.

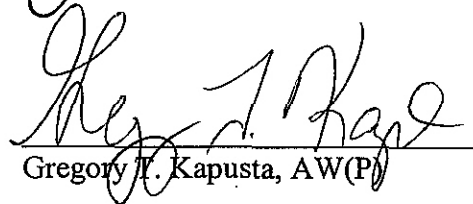

Steve Stamper, Union Steward /Date
AFGE Local 817 6-28-04



Dwayne Pettit, President /Date
AFGE Local 817 6/28/04

Reviewd by:


Edward Johnson, Jr., AW(O) /Date
LMR Chairpersen 6/28/04


Joe W. Booker, Jr., Warden /Date
6/28/04


Gregory T. Kapusta, AW(P) /Date
6-28-04


Norris Hogans, Captain /Date
6/28/04