

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 Quarterly Correctional Services meetings 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 quarterly posts within the Correctional Services Department.

- 1) The Committee will meet eight (8) weeks prior to the beginning of the quarter to discuss the total number of probationary training posts that will be needed for the upcoming quarter.
- 2) A blank roster for the upcoming quarter will be posted seven (7) weeks prior to the beginning of the quarter. Once the roster is posted, it should not be removed or changed without written notification to all officers and the local Union.
- 3) Shift requests will be available when the blank roster is posted. The only authorized shift form used will be **APPENDIX B from the Master Agreement**.
- 4) The Committee will meet five (5) weeks prior to the change of the quarter to complete a draft of the roster. This draft will be posted for one (1) week, which will allow staff to address any issues with the Committee. Issues will be raised by sending a memo to the Captain and a copy to the local Union. The Committee will follow the procedures outlined in the Master Agreement, Sections d(4) and d(5), to make any necessary roster changes.
- 5) As stated in the Master Agreement, the completed roster will be posted three (3) weeks prior to the quarter change once approved by the Warden.
- 6) Officers not submitting a request will be considered to have no preference and will be placed on the roster by seniority with the post assignment determined by Management (example: If Officer John Doe is #20 on the seniority roster and submits no shift request, he will be placed after #19 and before #21 on the seniority roster). "No requests" does not mean automatic placement on the Sick and Annual roster. The parties agree that an officer may remain on a preferred shift for up to one (1) continuous year. Sick and Annual assignments are neutral assignments that will not impact upon the required three (3) year rotation through the three (3) primary shifts. However, Sick and Annual leave assignments are considered a break in shift assignments and can restart the one (1) year time period, as long as the three (3) rotation requirement is being met.

DW: DAY WATCH
EW: EVENING WATCH

MW: MORNING WATCH
SA: SICK AND ANNUAL

Examples of proper rotation:

DW DW DW DW	SA MW DW DW	DW EW SA DW
MW MW DW EW	MW MW SA MW	MW MW MW DW
EW EW SA EW	EW EW EW MW	DW SA EW EW

Example of an improper rotation:

DW DW SA EW	EW EW EW SA	EW DW DW MW
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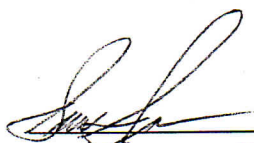
This is an improper rotation based on the officer's assignment for one continuous year (four quarters) on the same shift (EW), and then a quarter on Sick and Annual, followed by another quarter on EW. Because Sick and Annual will not impact the requirement to rotate through the three (3) primary shifts, the officer needs to rotate through the shifts due to one year on EW.

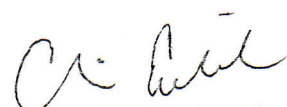
Sick and Annual will be assigned by the last date assigned as Sick and Annual. No officer will be assigned subsequent quarters to the Sick and Annual roster unless all officers have done a Sick and Annual assignment or the officer specifically requests to be assigned a second quarter. Staff not assigned to probation posts may submit requests for placement on Sick and Annual, and these requests will be considered based upon seniority.

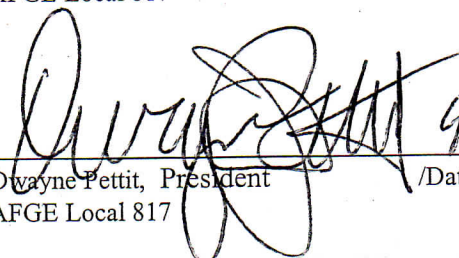
If there are vacant posts that must be filled after all requests have been reviewed and assignments made, the committee will fill these posts from the Sick and Annual assignments. The last staff member (based on seniority status) who is placed on a Sick and Annual post because their request was not met, will be the first pulled to fill the vacant posts.

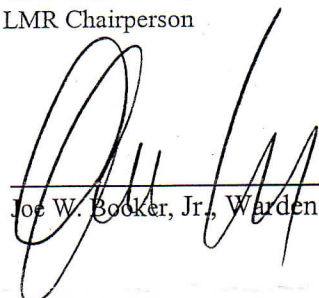
Staff will receive credit for Sick and Annual assignments if their post is changed after the quarterly roster has been approved, signed, and posted. Except in the rare instance (during the roster committee process), a staff member is removed from Sick and Annual post for administrative reasons and the shift request could not be honored, the staff member will receive credit for the sick and annual assignment. As outlined in the Master Agreement, nothing in this agreement is meant to supersede Management's right to propose a change or the Union's right to bargain over any change impacting working conditions.

In an attempt not to be redundant, the parties did not address Article 18 verbatim. Except for the specifics outlined in this agreement, the parties agree to abide by Article 18, as written and agreed upon at the national level.

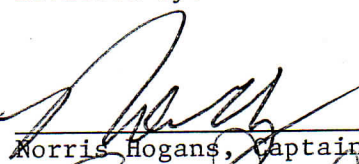

Steve Stamper, Union Steward /Date
AFGE Local 817 9-3-03

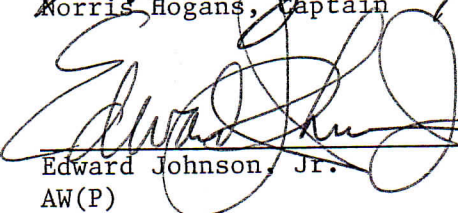

Chris Eichenlaub, Associate Warden /Date
LMR Chairperson 9/15/03


Dwayne Pettit, President /Date
AFGE Local 817 9/3/03


Joe W. Booker, Jr., Warden /Date
9/22/03

Reviewed by:


Norris Hogans, Captain /Date
9/10/03


Edward Johnson, Jr. /Date
AW(P) 9/22/03