

Overtime Sign-up Procedures

When management determines it is necessary to pay overtime for positions/assignments normally filled by bargaining unit employees, qualified employees in the bargaining unit will receive first consideration for these overtime assignments, which will be distributed and rotated equitably among bargaining unit employees. The below procedures are for bargaining unit employees. After the overtime list(s) have been exhausted for bargaining unit employees, the overtime will be offered to any employee (i.e. non-bargaining).

The negotiated overtime sign-up procedures are broken into four separate categories, which are Institutional, Hospital Armed, Hospital Unarmed and All.

The Overtime Roster Program will be utilized for all employees signing up for Correctional Services institutional and unscheduled overtime.

Overtime Roster Program

The Overtime Roster Program will be utilized by employees for all Correctional Services overtime. All FMC Lexington employees will use this program in order to receive consideration for said overtime. The list will include only bargaining unit employees (Correctional Services/Non Correctional Services) in seniority order (EOD). The Overtime Roster Program will identify employees' certifications, i.e., unarmed, armed, etc..

Each overtime list will be valid for one quarter in duration. Overtime sign-up will begin at 8:00 a.m. on Monday, three (3) weeks prior to the start of the new quarter. Employees will be able to make overtime preference adjustments at anytime during the quarter.

Overtime will be offered in a continuous cycle beginning with the most senior employee and ending with the least senior employee on the overtime roster. In accordance with Article 18, section p., item 2, management in conjunction with the Union President or designee will monitor the overtime to ensure it is being rotated fair and equitably. If any employee works Correctional Services overtime consisting of two (2) hours or more, the employee will be moved to the bottom of the list. The Overtime Roster Program will move the employee, or the Lieutenant will manually move the employee to the bottom of the list. An overtime shift will be any shift of two hours or more. If for unforeseen circumstances the employee is not moved to the bottom of the list, the Union President or designee will advise management and allow a reasonable amount of time to make proper adjustments.

Employees are signing up for an eight (8) hour overtime shift, however, it is understood, the duration may be shortened as a result of necessity.

In the event of a computer malfunction regarding the rotation of employees, the Lieutenants will be responsible for manually overriding the roster program and making subsequent adjustments. The applicable Lieutenant will be allowed 48 hours from discovery of the malfunction.

If an employee has signed up for overtime and refuses when contacted they will be entered as refused. The Overtime Roster Program will then place the employee at the bottom of the list. This will count as an opportunity for overtime.

If overtime is cancelled by the institution, the Overtime Roster Program will restore the employee's last overtime assignment prior to the cancellation.

After the overtime list has been exhausted for bargaining unit staff, the overtime will be offered to any non-bargaining unit staff desiring to work the overtime. If these efforts fail, mandatory overtime will be assigned in accordance with the Master Agreement and/or any locally negotiated procedures.

No staff will be mandated to work overtime on the last day of their scheduled work week (their Friday) or a day immediately preceding a scheduled day of annual leave. Staff who are in a Car/Van Pool and are mandated will not be exempt.

If an overtime shift should occur within one (1) hour prior to the start of the shift, management will announce the overtime three (3) times via radio attempting to seek a volunteer to cover the available shift. This overtime will be considered List Exempt. List Exempt is defined as any overtime (1) hour or less from the start of a shift and mandatory overtime. These said overtimes may allow staff to split the overtime shift and not impact their Overtime Roster Program position. It is understood, this process will only be used as a means to cover the post under short notice. The volunteer will receive an undetermined amount of overtime, however, will not exceed the duration of the shift (i.e., the volunteer may be utilized for the duration of the eight (8) hour shift if no one is available from the Overtime Roster Program).

If a bargaining unit employee is unable to be contacted, management will leave a message stating the opportunity for overtime; this will not count as a refused overtime opportunity. The employee will remain in their same position on the overtime list. After the first call, management does not have to call that staff member for any additional overtime for that shift. However annotation in the overtime program must be noted. The only situation which denotes as an overtime opportunity is when the employee accepts or refuses the overtime.

Staff signing up for an outside hospital armed post must be BPT/Armed Escort qualified for that post, and will appear on the Hospital Armed overtime list. Additionally, staff may sign up for an outside hospital unarmed post, as long as they have completed the unarmed escort training. They will then appear on the Hospital Unarmed overtime list. Staff may also sign up for overtime only within the institution. All staff that have successfully completed Correctional Techniques Phase I (I.F.) and Phase II (Glynco) are qualified to work institutional overtime. The last overtime category is Overtime ALL. Staff wishing to sign up for overtime under this category must meet all the qualifications of the above three categories.

Lieutenants will hire over time based on the needs of the institution and the security needs of inmates located at the outside hospitals. Lieutenants will use the appropriate overtime list once the security needs of the inmate has been determined, i.e., armed or unarmed.

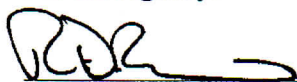
All employees must wear their prescribed uniform when working hospital overtime. Employees who are not required to wear a uniform will wear business attire.

No probationary employees will be allowed to work overtime outside the institution grounds.

The implementation date of this program will occur March 6th, 2011. This program will be re-evaluated six (6) months from implementation additionally either party may request a (1) year review annually from the date signed. This Overtime Sign-Up Procedures Agreement will supersede all prior MOU's and agreements pertaining to overtime sign-up procedures. This Overtime Sign-Up Procedures agreement will expire with the present Master Agreement dated March 9th, 1998-March 8th, 2001.

Employees are expected to follow all parameters within this agreement. Manipulation and or violations of this agreement may result in the affected employee temporarily losing overtime privileges. Additionally, each employee is expected to sign their overtime authorization sheets within a timely manner. Employees, who continuously fail to sign their overtime authorization within a timely manner, may lose overtime privileges until all necessary documentation has been completed.

For the Agency:

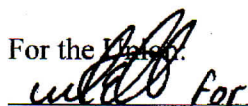


R. D. Ranum, AW (P), LMR Chair

9/6/12

Date

For the Union:



William Stamper, Union President

9/6/12

Date