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**Memorandum of Understanding
Between the
State of Nevada, and
FOP, Correctional Officers Lodge 21**

This Memorandum of Understanding (“MOU”) is entered into by the State of Nevada (“State” or “Employer”) and the Fraternal Order of Police (“FOP”), Correctional Officers Lodge 21 for the purpose of clarifying language in the 2023-2025 Collective Bargaining Agreement.

For the period of this agreement only, the State of Nevada will implement the following changes to the 2023-2025 FOP contract.

Article 9 Hours of Work (9.3.2.6)

Current contract language:

“Officers who are assigned a duty location that have posts that require twenty-four (24) hour per day staffing, may be assigned to shifts of twelve (12) hours per workday. Correctional facilities may, at the discretion of the Warden, or designee, implement a twelve (12) hour staffing model for either twenty-four (24) hour posts or any other posts within the facility. This staffing model contemplates seven (7), twelve (12) hour shifts per pay period, totaling eighty (80) hours of regular time and four (4) hours of overtime. The four (4) hours of overtime does not contribute to any mandatory overtime assignment for the purposes of movement on the mandatory overtime roster.”

Replace “Warden” with “Director”:

“Officers who are assigned a duty location that have posts that require twenty-four (24) hour per day staffing, may be assigned to shifts of twelve (12) hours per workday. Correctional facilities may, at the discretion of the **Director**, or designee, implement a twelve (12) hour staffing model for either twenty-four (24) hour posts or any other posts within the facility. This staffing model contemplates seven (7), twelve (12) hour shifts per pay period, totaling eighty (80) hours of regular time and four (4) hours of overtime. The four (4) hours of overtime does not contribute to any mandatory overtime assignment for the purposes of movement on the mandatory overtime roster.”

Article 11 Compensation (11.12.5)

Current contract language:

“A list of Officers who volunteer for overtime assignments will be maintained at each institution. When an Overtime assignment is required, the Employer will consult the voluntary list to staff that assignment. This list will be created at the start of each pay period and will be available for staff to view at all times. Each Officer on the list will get

1 an opportunity to work one (1) overtime shift before any other Officer with more
2 seniority can work two (2) or more overtime shifts.”

3
4 Starting in line 3 of this section, the phrase “by seniority” has been added.

5
6 “A list of Officers who volunteer for overtime assignments will be maintained at each
7 institution. When an Overtime assignment is required, the Employer will consult the
8 voluntary list to staff that assignment. This list will be created by seniority at the start of
9 each pay period and will be available for staff to view at all times. Each Officer on the
10 list will get an opportunity to work one (1) overtime shift before any other Officer with
11 more seniority can work two (2) or more overtime shifts.”

12
13 **Article 12 Leave (12.13.1.3)**

14
15 Current contract language:

16
17 “Employees are expected to seek treatment for any work-related injury or illness
18 as soon as practicable after the occurrence; however, the Employer strongly
19 encourages employees to seek treatment immediately. A listing of designated
20 medical providers for work-related injury or illness is available on the Risk
21 Management website. The treating physician will submit a C-4 Physician’s
22 Report of Initial Treatment form to the Employer’s Workers’ Compensation
23 Administrator.”

24
25 Starting in line 2, the phrase “have up to thirty (30) days to seek medical treatment for a work-
26 related injury” has been added.

27
28 “Employees are expected to seek treatment for any work-related injury or illness
29 as soon as practicable after the occurrence but have up to thirty (30) days to
30 seek medical treatment for a work-related injury. The Employer strongly
31 encourages employees to seek treatment immediately. A listing of designated
32 medical providers for work-related injury or illness is available on the Risk
33 Management website. The treating physician will submit a C-4 Physician’s
34 Report of Initial Treatment form to the Employer’s Workers’ Compensation
35 Administrator.”

36
37 **Overtime Consideration for Department of Health & Human Services (DHHS), Division of**
38 **Public & Behavioral Health (DPBH), Forensic Specialist employees.**


39
40 DPBH policy at Lakes Crossing and Stein Hospital dictated that Forensic Specialists could only
41 work two (2) Overtime shifts per week, or four (4) Overtime shifts per pay period, in order to
42 reduce workplace injuries and promote rested employees. Employees had the ability to request
43 approval from supervisory staff to work additional Overtime shifts within a pay period.

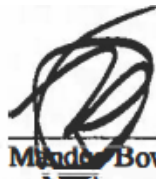
44
45 For the time period from the execution of this MOU to June 30, 2024, the DPBH and the FOP
46 agree to increase an employee’s ability to work Overtime shifts from two (2) per week or four
47 (4) per pay period to the following: Employees may work Overtime assignments for three (3)

1 shifts or twenty-four (24) hours, whichever is greater, per week or six (6) shifts or forty-eight
2 (48) hours, whichever is greater, per pay period. Employees have the ability to request approval
3 from supervisory staff to work additional Overtime hours within a pay period, and such approval
4 shall not be unreasonably withheld in situations where another employee might be required to
5 work a mandatory Overtime assignment.
6

7 If the DPBH's analysis regarding employee health and safety concerns shows that the increased
8 cap in Overtime is not serving operational need, the parties agree to meet and negotiate regarding
9 the matter prior to June 30, 2024. If DPBH does not raise concerns, this section of the MOU will
10 remain in full force and effect through the end of the contract term.
11

12 This MOU is entered into and executed this 10th day of October 2023 by and between
13 the State of Nevada, and FOP, Correctional Officers Lodge 21.
14

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16
17 
18 Paul Lunkwitz - President
19 Fraternal Order of Police
20


Mauder Bowsmith, Chief Negotiator
State of Nevada