

MEMORANDUM OF AGREEMENT

Shift Differential Modification

I. Parties to the Agreement

The parties to this Memorandum of Agreement (hereinafter referred to as “MOA”) are Multnomah County, Oregon (hereinafter referred to as “County”), and Multnomah County Employees Union, Local 88 AFL-CIO (hereinafter referred to as “Union”).

II. Background

A. On August 31, 2023, the parties ratified a new Collective Bargaining Agreement (CBA) covering employees in the Juvenile Custody Service Specialist bargaining unit. This new CBA included changes in how shift differentials are applied and increased the rate for each shift differential.

B. On November 27, 2023, the Union filed a grievance alleging that the County violated the CBA when an employee didn't receive a night shift differential payment when they worked a shift of less than eight hours but during the clock hours that a shift differential should have been paid.

C. At the Step 1 grievance meeting on December 19, 2023, the County raised a separate matter related to shift differentials. They identified that they were not able, within the current Workday system, to compensate some employees whose regular schedule included part of a shift with a differential and part of shift with a different or no differential at their correct rate of pay inclusive of regular differentials when those employees took paid time off.

D. The parties have determined that, in the interest of the employees and the County, ~~that~~ Article 14 of the CBA shall be amended to modify their 2023 bargain.

Now, therefore, the parties mutually agree as follows:

III. Terms of Agreement

1. Effective ~~June 4~~ **October 19, 2024**, Article 14.V.A.1 of the parties' CBA shall be amended as follows:

V. Shift Differential

A. Payment of Shift Premiums

1. Hours and amounts

The County and the Union recognize that a workweek ~~may~~ contains three (3) different shifts: day, swing, and graveyard. **Any additional hours that fall outside of an employee's regularly scheduled shift will receive the applicable shift differential based on the start time of the extra hours.** ~~The County agrees to pay the following shift premium pay in~~

~~addition to the established wage rate to employees who are scheduled to work eight (8) or more hours in a workday.~~

a. **Swing shift premium**

An hourly premium of one dollar and fifty cents (\$1.50) to employees for all hours worked **on shifts beginning** between ~~the hours of two p.m. (2:00pm)~~ **eleven a.m. (11:00am)** and ~~nine five~~ fifty-nine p.m. (9 5:59pm); or

b. **Night shift premium**

An hourly premium of one dollar and seventy-five cents (\$1.75) to employees for ~~any~~ **all** hours worked **on shifts beginning** between the hours of ~~ten six p.m. (10 6:00pm) p.m.~~ and ~~seven five~~ fifty-nine **a.m. (7 5:59) a.m.** Through July 11, 2025, night shift premium shall also be applied for all hours on any shift starting after 10:00 p.m. but before 4:30 a.m.; or

c. **Relief shift premium**

An hourly premium of one dollar and seventy-five cents (\$1.75) to employees for all hours worked in the workweek while assigned to a relief shift.

2. In exchange for dropping the eight-hour (8) minimum for shift differential, the Parties agree that no retroactive audit or payment will be conducted for shift differentials. This agreement is limited in time frame from July 1, 2023, through October 19, 2024.

3. The Union will withdraw previous grievances filed regarding the eight-hour (8) shift minimum.


4. This MOA shall not be construed as establishing a precedent, practice, or custom, and neither party may raise it as such in any other forum.

5. Any dispute over the meaning, interpretation, or application of this MOA shall be subject to the grievance procedure set forth in Article 18 of the parties' CBA.


Agreed to this date the 7th of October, 2024.

For the Union:

For the County:



Adam Korst
Business Representative
Oregon AFSCME Local 88



Matt Davies
Labor Relations Manager
Multnomah County