

Memorandum of Agreement

I. Parties

The parties to this Memorandum of Agreement (hereinafter "MOA") are Multnomah County, Oregon (hereinafter "County") and the Multnomah County Deputy Sheriffs Association (hereinafter "Union").

II. Background

WHEREAS, the parties have ratified the terms of a successor Collective Bargaining Agreement ("CBA") for the term of July 1, 2022 to June 30, 2026;

WHEREAS, Article 16.X of the successor CBA includes provisions regarding payment of shift differential in conjunction with overtime;

WHEREAS, the parties share a desire to clarify the intent of Article 16.X and ensure time entry is correct for members who are eligible for shift differential in conjunction with overtime;

NOW, therefore, the parties mutually agree to implement a Memorandum as follows:

III. Terms of Agreement

The following provisions of the parties' current CBA shall be changed as follows:

X. Shift Differential

1. Sworn Employees

a. Regularly Scheduled Shifts

Employees regularly assigned to an evening shift shall receive a differential equal to three percent (3%) of their base wage rate for all such hours worked. Employees regularly assigned to a night shift shall receive a differential equal to four percent (4%) of their base wage rate for such hours worked. For purposes of this section, an "evening shift" shall be defined as a shift in which the fifty percent (50%) or more of the hours fall after 2:00 pm. A "night shift" shall be defined as a shift in which fifty percent (50%) or more of the hours fall after 10:00 pm.

b. Hours Worked Outside of Regularly Scheduled Shifts

i. Employees Regularly Assigned to Day Shift

(1) Employees regularly assigned to a day shift who report for duty before 6:00 a.m. and work ~~four (4)~~ **three (3)** or more hours before beginning their

regularly scheduled shift will receive night shift differential for all hours worked immediately ~~previous~~ **prior** to the beginning of their regularly scheduled shift.

(2) Employees regularly assigned to a day shift ending on or after 2:00 p.m. who remain on duty for ~~four (4)~~ **three (3)** or more hours after their regular shift ends will receive evening shift differential for all hours worked immediately following the end of their regularly scheduled shift.

~~(3) Employees regularly assigned to a day shift who are called in to duty between the hours of 2:00 p.m. and 10:00 p.m. will receive evening shift differential for all hours worked during the call-in shift; those who are called in to duty between the hours of 10:00 p.m. and 6:00 a.m. will receive night differential for all hours worked during the call-in shift.~~ **Employees regularly assigned to day shift who work on a regularly scheduled day off will receive evening shift differential for all hours worked between the hours of 2:00 p.m. and 10:00 p.m. and will receive night differential for all hours worked between the hours of 10:00 p.m. and 6:00 a.m.**

ii. Employees Regularly Assigned to Evening Shift

(1) Employees regularly assigned to an evening shift ending on or after 10:00 p.m. and who remain on duty for ~~four (4)~~ **three (3)** or more hours after their regular shift ends will receive night shift differential for all hours immediately following their regularly scheduled shift.

~~(2) Employees regularly assigned to evening shifts that are called in to duty between the hours of 10:00 p.m. and 6:00 a.m. will receive night differential for all hours worked during the call-in shift.~~ **Employees regularly assigned to evening shift who work on a regularly scheduled day off will receive night differential for all hours worked between the hours of 10:00 p.m. and 6:00 a.m.**

(3) Employees regularly assigned to an evening shift will receive evening shift differential for all other hours worked.

iii. Employees Assigned to Night Shift

Employees regularly assigned to a night shift will receive night shift differential for all hours worked.

Except for agreed upon changes outlined above, all other terms and conditions of the CBA shall remain in full force and effect.

This MOA shall be effective upon full execution by both parties, and will be integrated into the

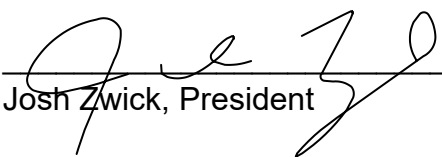
parties' subsequent collective bargaining agreement.

Any dispute over the meaning, interpretation, or application of this MOA shall be resolved through the grievance procedure set forth in the CBA.

Agreed this day, July 31, 2024.

For the Association:

For the County:



Josh Zwick, President



Maureen Weber, Labor Relations Manager