

**Memorandum of Understanding**  
**Graveyard Shift Differential**

This Memorandum of Understanding (MOU) is entered into by Clackamas County Sheriff's Office (Agency) and/or Clackamas County (County) and the Clackamas County Peace Officers Association (POA) (Association).

**Background**

- A. The County and CCPOA are parties to a collective bargaining agreement effective November 8, 2023 through June 30, 2026 ("CBA").
- B. Article 12, Section 6 of the CBA sets forth graveyard shift differential pay and states:  
"Employees who work 50% or more of their scheduled work hours after 12:00 midnight shall receive a shift differential of three percent (3%) of their base pay for all hours worked during their shift."
- C. CCSO regularly schedules jail deputies and jail sergeants to the 3-12/3-12 + 8 hour work Schedule which is described in Article 4 Section 5 of the CBA.
- D. Within the 3-12/3-12 + 8 hour schedule, CCSO regularly schedules jail deputies and jail sergeants to a shift that results in working 50% or more of the scheduled hours past midnight.
- E. On January 4, 2024 CCPOA presented a grievance alleging that CCSO was in violation of the CBA by not applying Graveyard Shift Differential "when jail deputies who are regularly assigned to graveyard shift work an 8-hour day" further stating "they should receive graveyard shift differential for 8-hours worked as they are regularly assigned to graveyard shift (as defined)".
- F. On or around January 16, 2024, the County and CCPOA agreed to hold grievance timelines under the CBA in abeyance so that the parties could attempt to resolve the matter.
- G. The County and CCPOA have engaged in discussions over the matter and, to resolve the grievance, the parties agree to the following:

**Agreement**

- 1. The parties agree that for the purposes of implementing Article 12, Section 6 of the CBA, only jail deputies and jail sergeants assigned to the 3-12/3-12 + 8 hour schedule who are regularly assigned to graveyard shifts—defined as working 50% or more of scheduled hours after 12:00 midnight—shall receive graveyard shift differential pay for the 8-hour shift associated with their schedule, even if that specific 8-hour shift alone does not meet the 50% threshold, so long as the employee remains regularly assigned to the graveyard schedule.
- 2. This MOU shall not be construed to alter the CBA's definition of shift differential eligibility for any other classifications, schedules, or temporary assignments.

3. This MOU resolves the grievance filed by CCPOA on January 4, 2024, and constitutes the complete and final agreement on this matter.
4. Employees will be given retro pay in accordance with the agreement back to the date of the original grievance date of January 4, 2024. This shall be paid to current employees as of the signing of this agreement, impacted no later than three full pay periods following this agreement.
5. This MOU sets no precedent beyond the terms set forth herein.
6. This MOU will become effective upon the date of signing by all Parties and will remain in effect for the duration of the current Collective Bargaining Agreement unless modified by mutual agreement.

This MOA sets no precedent beyond the terms and parties set forth in this MOA.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Agreement on the dates indicated below.

**For the Association:**



11/17/2025

(Signature)

Ben Wiley, CCPOA President

(Date)

**For the Agency:**



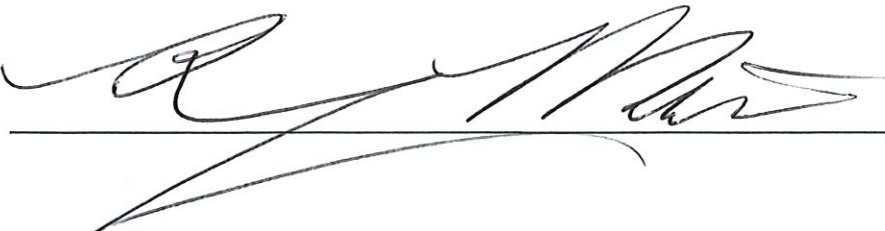
12/3/25

(Signature)

Jesse Ashby, Undersheriff

(Date)

**Clackamas County:**



12/3/25

**(Signature) Ryan Miller, Senior Manager of Employee and Labor Relations**

**(Date)**