

TENTATIVE AGREEMENT
FOR A Memorandum of Understanding
between Stockton Unified School District and
the Operating Engineers Local Union #3 (OELU #3) Police Unit
Regarding COVID-19 Health & Safety

November 4, 2021

Stockton Unified School District ("District") and Operating Engineers Local Union #3 (OELU #3), jointly known as the Parties ("Parties"), enter into this Memorandum of Understanding ("MOU") regarding COVID-19 health and safety during the 2021-22 school year. The terms of this MOU shall remain in effect for the 2021-22 school year or until modified by mutual agreement between the District and OELU #3.

The Parties affirm all provisions in, and obligation to comply with the Educational Employment Relations Act ("EERA") *California Government Codes 3540 et seq.*; this MOU; and all provisions of the Parties' Collective Bargaining Agreement ("CBA") not in conflict with this MOU.

The Parties agree to the following:

1. **Compensation and Support**

- a. A one-time, off-salary-schedule increase of 4% (based on the salary schedule at the moment of ratification) shall be paid to all members, understood by the Parties as compensation for labors unique to the 2021-2022 school year:
 - i. The periodic time and effort of employees achieving and maintaining full vaccination;
 - ii. The weekly time and effort of employees completing weekly testing;

2. **Health and Safety Leaves**

The Parties agree to meet and finalize the Health and Safety Leaves section of this MOU, no later than Friday November 12, 2021.

3. **Progressive Discipline**

The Parties agree to meet and finalize the Progressive Discipline piece of this MOU, no later than Friday November 12, 2021.

This Agreement is not intended to set a precedent for any purpose in the future and shall not be construed as an admission of wrongdoing by the undersigned parties.

The undersigned represents that the Parties have read and understand the terms and conditions of this document.

All components of the Parties' current CBA and District not addressed by the terms of this MOU shall remain in full effect. This MOU sets no precedents, enacts its provisions from ratification through June 30, 2022, and shall only be extended or modified by mutual written agreement. The Parties reserve the right to negotiate any additional impacts related to Health, Safety, and COVID19.


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KS DS

JA NL


This tentative agreement shall be effective upon ratification by both OELU#3 and the Stockton Unified School District Board of Trustees.

Date: 11/04/2021

For Union:

 11 / 05 / 2021


Kurt Eriksen, Union President

 11 / 05 / 2021

David Rose

Craig Schwarz 11 / 05 / 2021

Craig Schwarz


 11 / 05 / 2021

Kevin Shum

Darren Semore 11 / 05 / 2021

Darren Semore

For District:

 11 / 05 / 2021

John Ramirez Jr., Superintendent

Nancy Lane 11 / 05 / 2021

Nancy Lane, Interim Asst. Supt. H.R.

