

Amendment
to the Memorandum of Understanding
Between
Stockton Unified School District (District)
And
Operating Engineers Local Union #3 (OELU#3) Police Unit

August 24, 2022

The Stockton Unified School District and the Operating Engineers Local Union #3 (OELU#3) Police Unit, enter into this Amendment to the Memorandum of Understanding ("MOU") 2021-2022 reopener negotiations agreed to dated November 4, 2021. The MOU is attached hereto and incorporated by reference.

The Parties agree to amend the MOU pertaining to Article 6: Wages only:

1. Article 8: Pay and Allowances

For 2021-22, All bargaining unit members shall receive a onetime four percent 4% off salary schedule increase. **OELU#3 unit members base salary shall increase to 4% on going, effective 7/1/22.**

This agreement shall not establish or act as precedent for 2022-23 salary negotiations.

Date: 8-24-2022

Date: 8-24-2022

For OELU#3:

For the District:

David C. Rose
David Rose, President

Traci E. Miller
Dr. Traci E. Miller, Interim Superintendent

Erica Chavez
Erica Chavez

Nancy Lane
Nancy Lane, Asst. Supt. Human Resources

Darren Semore
Darren Semore, Labor Rep

Mary Aguilar
Mary Aguilar, Human Resources Analyst

Roberto Marquez
Roberto Marquez, Interim Lieutenant

TENTATIVE AGREEMENT
BETWEEN
STOCKTON UNIFIED SCHOOL DISTRICT (District)
AND
OPERATING ENGINEERS LOCAL UNION # 3 (OELU#3) POLICE UNIT

November 4, 2021

This agreement concludes 2021-2022 Re-Opener negotiations between Stockton Unified School District and the Operating Engineers Local Union # 3 (OELU#3). The parties hereby agree to the following terms subject to the ratification of OELU#3, and the Board of Education for Stockton Unified School District. All remaining provisions in the current collective bargaining agreement shall remain unchanged and said negotiations will be deemed concluded for the 2021-2022 school year.



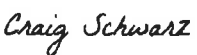


1. Article VIII: Pay and Allowances

All OELU#3 bargaining unit members shall receive a one-time four percent (4%) off salary schedule effective, July 1, 2021.



This agreement shall be effective upon ratification by both OELU#3 and the Stockton Unified School District Board of Trustees and shall continue in effect through June 30, 2022.

Date: 11/04/2021

For Union:

	11 / 05 / 2021
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Kurt Eriksen, Union President	
	11 / 05 / 2021
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David Rose	
	11 / 05 / 2021
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Craig Schwarz	
	11 / 05 / 2021
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Kevin Shum	
	11 / 05 / 2021
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Darren Semore	
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For District:

	11 / 05 / 2021
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John Ramirez Jr., Superintendent	
	11 / 05 / 2021
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Nancy Lane, Interim Asst. Supt. H.R.	
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**ARTICLE VIII
PAY AND ALLOWANCES**

SUSD COUNTER OFFER TO OELU3 PROPOSAL DATED 9-20-21

Date: November 4, 2021

8.1 Rate of Pay

All OELU#3 bargaining unit members shall receive a one-time four percent (4%) off salary schedule effective, July 1, 2021.

Police Officers

3% for 2019-2020 school year
2% for 2020-2021 school year
Reopeners for wages for 2021-2022 school year

Police Dispatchers

3% for 2019-2020 school year
2% for 2020-2021 school year
Reopeners for wages for 2021-2022 school year

8.1.1 Tax Sheltered Annuities

The District will contribute \$25 a month toward any district eligible tax-sheltered annuity (403b or 257b) provided the unit member voluntarily contributes a minimum of 425 per month to the plan. An enrollment form will be made available for plan selection.

8.2 Progression on Salary Schedule:

A new employee who successfully completes an initial probationary period of twelve (12) months and becomes a permanent employee of the District will be advanced one (1) increment on the salary schedule and shall thereafter serve twelve (12) calendar months before becoming eligible for each subsequent step increment on the salary schedule. Employees must have a satisfactory or better overall evaluation to be eligible for a full step increase on the salary schedule.

A permanent bargaining unit member who is promoted shall be placed on the next higher salary amount in the new classification which shall be no less than a five percent (5%) increase on the highest step. For initial implementation of the new July 1 salary step anniversary date change, a new anniversary date of July 1 shall be established for each subsequent step increment.

K2, R CS
K5 DS

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8.2.1 Anniversary Date

All bargaining unit members shall have a salary step anniversary date of July 1. In order to implement this new section in 2002, all incumbent bargaining unit members whose salary step anniversary date falls after July 1 will have their salary step anniversary date advanced to July 1. For any bargaining unit members hired after July 1, 2002, their anniversary date shall be July 1, 2003. This change in anniversary date shall not affect the length of the probationary period. Employees with an anniversary date between May 15, 2002 and June 30, 2002 shall receive their anniversary date step increase July 1, 2002.

8.3 Mileage:

Any employee in the bargaining unit required and authorized to use his/her personal vehicle on District business shall be reimbursed for all miles driven on behalf of the District in accordance with Board Policy 3350 which provides such reimbursement at the allowable rate established by the Internal Revenue Service. This will not include to and from work.

8.4 Out-of-District Travel:

Employees in the bargaining unit on authorized District business shall be reimbursed in accordance with Board Policy 3350 which is incorporated herein by reference. Exceptions to the above-mentioned policy may be authorized by the Superintendent or designee, but in no case may the reimbursement exceed the actual cost. The District Business Office will reimburse the employees within 45 days once the business office receives the approved report.

8.5 Payroll Errors:

Any payroll error resulting in insufficient payment for an employee in the bargaining unit shall be corrected and a supplemental check issued not later than five (5) working days after the employee provides notice to the Payroll Department and the district confirms the error.

8.6 Professional Growth:

The District agrees to provide the Professional Growth program as contained in Appendix A.

8.7 Salary Placement for Employee who Resigns and is Re-employed:

A classified employee who resigns after three (3) years of satisfactory service in the District and who is reemployed in the same classification within one year shall be placed at the same step on the salary schedule with reinstatement of rights and privileges which were in effect at the time of the resignation.

VZ. AS CS
KS DS

Janet

8.8 Longevity:

Effective July 1, 2014, through June 30, 2016 the District agrees to additionally compensate long service employees in accordance with the following:

Commencing with the 10th year of service - \$25.00 per month

Commencing with the 15th year of service - \$45.00 per month

Commencing with the 20th year of service - \$65.00 per month

Payment shall become effective on the first (1st) day of the month following the employee's anniversary date. Years of service need not be uninterrupted.

8.9 Field Training Officer Stipend

Effective July 1, 2016, the pay for unit members, excluding Corporal, assigned to serve as a Field Training Officer or a Dispatch training Officer shall be paid ten percent (10%) of their current salary if worked at least fifty percent (50 %) of the month. Temporarily assigned FTO's who work under fifty percent (50%), will receive ten percent (10%) for each day worked. The Chief of Police shall provide oversight and confirmation that he officer is providing the assigned duties to ensure continuance of the specialty pay.

8.10 Bilingual Pay Stipend

Effective July 1, 2014, the pay for all Operating Engineers Local Union #3, Police unit members who receive certification of bilingual proficiency through a process determined solely by the District Office shall be paid two percent (2%) of their current salary.

8.11 Canine Handler:

Effective July 1, 2015, sworn officers' assigned canine responsibilities shall be paid a monthly flat rate of ten percent (10%) as compensation for the officer's time spent off duty to feed exercise and provide general care for the dog. The District will maintain ownership of the Canine if the officer separates employment with the District. The District will be responsible for all food, veterinarian services and equipment expenses.

8.12 Due to the special needs and requirements of Police Officers to belong to PORAC and Legal Defense Fund of PORAC, the Police Unit requests an additional payroll deduction slot with the monies withheld deposited to the Police Unit bank account. The purpose of the deduction is to pay the quarterly assessments by PORAC for the benefits granted membership. With the understanding that all Police Officers must participate, and Dispatchers must participate.

K2, CS
K5 DS

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