

MEMORANDUM OF UNDERSTANDING
BETWEEN
Victor Valley Community College District
AND
California School Employees Association and its Victor Valley College Chapter 584

BANKED VACATION PAYOUT

This Memorandum of Understanding (MOU) is entered into by and between Victor Valley Community College District (District) and the California School Employees Association and its Chapter 584 (CSEA). The District and CSEA have met and agreed to the following:

Article 11.5.1 of the current Collective Bargaining Agreement between the parties provides as follows:

On July 1, 2002, a one-time vacation bank was created by employees with vacation in excess of that which could be earned in twelve (12) months. Vacation placed in this separate holding account under this section shall be referred to as “banked vacation.” No hours may be added to this one-time vacation. All remaining vacation outside of banked vacation shall be referred to as a unit member’s “vacation balance.”

Article 11.5.3 of the CBA provides:

All vacation sought to be used by a unit member shall first be drawn from a unit member’s vacation balance. When a unit member’s vacation balance has been used in its entirety, any additional vacation sought to be used shall be drawn from a unit member’s banked vacation.

Article 11.5.4 of the CBA provides:

Subsequent to ratification of this Agreement, all classified employees who maintain banked and vacation balances shall meet in good faith with their supervisors to discuss a voluntary plan to take vacation on an accelerated basis in order to reduce their banked and vacation balance. Any classified employee who has banked vacation shall be provided notice of the number of days in the bank on or about July 1 of each year.

It is acknowledged by the parties that notwithstanding the intent of Articles 11.5.1, 11.5.3, and 11.5.4 of the CBA to segregate and allow employees to reduce their banked vacation leaves in an “accelerated basis,” after 19 years there are still 24 classified employees with banked vacation leave balances. Of those, 4 classified employees have banked vacation leave of 11 hours or less.

To address the objective of the CBA in eliminating the banked leave accrual balances that create an unfunded liability, while at the same time providing employees with the option of either utilizing those banked vacation balances or being compensated at the current rate, the parties agree to the following:

1. All unit members who maintain accrued banked vacation as referenced in Article 11.5.1 of the CBA shall have the following options during the 2021-2022 academic year:
 - a. To meet in good faith with their supervisor to discuss a voluntary plan to use at least one-half (1/2) of the accrued banked vacation by December 31, 2022; or

- b. To elect to be paid out for up to one-half (1/2) of any accrued banked vacation existing as of June 30, 2022, on the first payroll after June 30, 2022; or
 - c. To elect to receive up to the full amount as deferred compensation (e.g., under a 403(b) or 457 plan), subject to I.R.S. guidelines and limitations.
2. If employees do not use or request to received excess vacation as deferred compensation by June 30, 2022, it shall be assumed that the employee has elected to be paid out for one-half of the excess vacation.
3. All unit members who maintain accrued banked vacation as referenced in Article 11.5.1 of the CBA shall have the following options during the 2022-2023 academic year:
 - a. To meet in good faith with their supervisors during the 2022-2023 academic year to discuss a voluntary plan to utilize the remaining accrued banked vacation by June 30, 2023; or
 - b. To elect to have any remaining accrued banked vacation existing as of June 30, 2023, paid out on the first payroll after June 30, 2023; or
 - c. To receive any remaining accrued banked vacation existing as of June 30, 2023, as deferred compensation (e.g., under a 403(b) or 457 plan), subject to I.R.S. guidelines and limitations.
4. If employees do not use or notify the District of their intent to receive the remainder of their excess vacation as deferred compensation by June 30, 2023, it shall be assumed that the employee has elected to be paid out for the excess vacation.

February 15, 2022

CSEA has advised the District that this Memorandum of Understanding is subject to all approvals required under CSEA Policy 610, as well as the CSEA ratification process. The District has advised CSEA that this Memorandum of Understanding is subject to approval by the Board of Trustees.

For CSEA:

Debbie Peterson

Debbie Peterson

Michele Laveaux

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Carlos Martinez

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Dawn Stoecker, Labor Relations Rep.

For the District:

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Daniel W. Walden

[Signature]
