

SIDE LETTER #14:

MAXIMUM VACATION ACCRUAL ONE-TIME IRREVOCABLE ELECTION PROGRAM

- 1) The parties acknowledge that the current Collective Bargaining Agreement (“CBA”) between the University and SEIU with a term of September 1, 2019, to August 31, 2024, provides the following terms related to a full-time worker’s maximum vacation accrual:

8.2 VACATION

C. VACATION AMOUNT *The amount of vacation earned per hour and the rate of accrual is provided as follows:*

1. ***For workers who were “grandfathered” with a maximum vacation accrual of 480 hours pursuant to §8.2.-D.4 below:***

a) *FOR WORKERS AT SLAC Until SLAC converts to the accrual system used by Stanford University, workers working less than full time in any month shall accrue vacation for that month at a percentage of the applicable full-time rate corresponding to the percentage of a full-time schedule worked during the month in question. Workers accruing vacation prior to execution of this Agreement at a rate higher than provided by this paragraph shall retain their rate of accrual until eligible for an increased accrual rate as provided below:*

YEARS OF UNIVERSITY SENIORITY	DAYS OF VACATION EARNED PER YEAR OF FULL-TIME EMPLOYMENT	HOURS ACCRUED PER MONTH OF FULL-TIME EMPLOYMENT
<i>Less than 1 year</i>	<i>10 days</i>	<i>6²/₃ hours</i>
<i>1 thru 4 years</i>	<i>15 days</i>	<i>10 hours</i>
<i>5 thru 9 years</i>	<i>17 days</i>	<i>11¹/₃ hours</i>
<i>10 thru 14 years</i>	<i>22 days</i>	<i>14²/₃ hours</i>
<i>15 years and up</i>	<i>24 days</i>	<i>16 hours</i>

b) *For all other workers:*

YEARS OF UNIVERSITY SENIORITY	PER HOUR ON STRAIGHT TIME PAY STATUS	APPROXIMATE DAYS ACCRUED PER YEAR
<i>Less than 1 year</i>	<i>0.038470</i>	<i>10</i>
<i>1 thru 4 years</i>	<i>0.057700</i>	<i>15</i>

5 thru 9 years	0.065390	17
10 thru 14 years	0.084620	22
15 years and up	0.092310	24

2. **Effective September 1, 2019, for workers with a maximum vacation accrual of 240 hours pursuant to §8.2.-D.3 below:**

a) *FOR WORKERS AT SLAC Until SLAC converts to the accrual system used by Stanford University, workers working less than full time in any month shall accrue vacation for that month at a percentage of the applicable full-time rate corresponding to the percentage of a full-time schedule worked during the month in question. Workers accruing vacation prior to execution of this Agreement at a rate higher than provided by this paragraph shall retain their rate of accrual until eligible for an increased accrual rate as provided below:*

YEARS OF UNIVERSITY SENIORITY	DAYS OF VACATION EARNED PER YEAR OF FULL-TIME EMPLOYMENT	HOURS ACCRUED PER MONTH OF FULL-TIME EMPLOYMENT
<i>During 1st year</i>	<i>15 days</i>	<i>10 hours</i>
<i>Beginning year 2 through end of year 9</i>	<i>20 days</i>	<i>13 1/3 hours</i>
<i>Beginning year 10 and thereafter</i>	<i>24 days</i>	<i>16 hours</i>

b) *For all other workers:*

YEARS OF UNIVERSITY SENIORITY	PER HOUR ON STRAIGHT TIME PAY STATUS	APPROXIMATE DAYS ACCRUED PER YEAR
<i>During 1st year</i>	<i>0.057700</i>	<i>15</i>
<i>Beginning year 1 through end of year 9</i>	<i>0.07693</i>	<i>20</i>
<i>Beginning year 10 and thereafter</i>	<i>0.092310</i>	<i>24</i>

a. **§8.2.-D.3** of the CBA provides that: “Effective September 1, 2017, workers may accumulate up to a maximum of 240 hours, with the exception of workers covered by §8.2.-D.4., below.”

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- b. **§8.2.-D.4** of the CBA provides that: *“Workers with a vacation accrual in excess of 240 hours as of September 1, 2017, will be “grandfathered” and eligible to continue accruing vacation up to a maximum of 480 hours.”*
- 2) The parties hereby agree that full-time grandfathered workers under §8.2.-D.4 of the CBA (see Attachment A, which the parties agree will not be posted online) will be provided a one-time irrevocable election to be deemed a worker under §8.2.-D.3 for purposes of the maximum vacation accrual cap and vacation accrual. This means that workers who make the one-time irrevocable election pursuant to the terms of this Side Letter will have a maximum vacation accrual of no more than 240 hours and accrue vacation hours at the rate specified for workers with a maximum vacation accrual of 240 hours under §8.2.-C.2.
 - 3) The parties agree that the terms of the one-time irrevocable election are as follows:
 - a. A worker must submit a signed copy of the Maximum Vacation Accrual One-Time Irrevocable Election Form (“Form”) via email to stanfordelr@stanford.edu (see Attachment B).
 - b. All information on the Form must be completed at the time of submission. Any Form that does not include all of the required information or is unsigned will be deemed as incomplete and will not be processed, and the worker will not be considered as having made the one-time irrevocable election.
 - c. A worker may make the one-time irrevocable election by submitting a completed Form beginning on June 1, 2020, and no later than 5:00pm on June 30, 2020. Any Form submitted outside of this time frame will not be processed and the worker will not be considered as having made the one-time irrevocable election.
 - 4) Workers who make the one-time irrevocable election will have a maximum vacation accrual of 240 hours and begin to accrue vacation hours at the rate specified for workers with a maximum vacation accrual of 240 hours under §8.2.-C.2 no earlier than July 16, 2020, which is the beginning of the second full pay period after the last date to submit the Form as provided in Section 3.c above.
 - a. Workers who make the one-time irrevocable election and have a vacation balance of 240 hours or above as of July 16, 2020 (the second full pay period after the last date to submit the Form as provided in Section 3.c above) shall not accrue vacation hours until their vacation balance falls below 240 hours.

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- 5) The parties agree that this is a **one-time irrevocable election** that ends at 5:00pm on June 30, 2020, as provided in Section 3.c above.
 - a. A worker who submitted the Form may not subsequently be considered a grandfathered worker under §8.2.-D.4 of the CBA.
 - b. No worker is eligible to make this one-time irrevocable election after 5:00pm on June 30, 2020, as provided in Section 3.c above.
- 6) Nothing in this Side Letter shall supersede any other section of the CBA.
- 7) This Side Letter shall not establish precedent for future agreements and shall not obligate the University or the Union to enter into similar agreements in the future related to this issue.
- 8) The terms of this Side Letter shall become effective when signed by all parties below.

FOR THE UNIVERSITY

FOR SEIU LOCAL 2007

Alex Gurza
Associate Vice President
University Human Resources

Date



Jose Escañuela
President
SEIU Local 2007

Date