

SIDE LETTER
Between
SEIU Local 1021 (Union)
And
Saint Mary's College of California (the College)

**Re. Eligibility and Processing of Unemployment Insurance Claims
Filed By Bargaining Unit Employees Whose Contracts Have Expired**

WHEREAS, part time contingent faculty whose contracts have expired have a legal right to apply for and collect unemployment benefits subject to a determination of eligibility by the California Employment Development Department ("EDD").

AND WHEREAS the College has agreed not to contest eligibility for that group, consistent with the principles agreed to in this Side Letter and Union Proposal No. 11, Article 10;

AND WHEREAS, part time contingent faculty whose contracts have expired have no reasonable assurance of further employment by the College and must have a means to support themselves and their families while waiting to find out whether they will be awarded contracts to teach courses in any subsequent term;

The parties agree that the College shall not obstruct or delay such payments for eligible contingent faculty whose contracts have expired and who have been determined to be eligible for benefits by the EDD.

Until such time as the Collective Bargaining Agreement is fully agreed upon and ratified by the Union membership and the College, the parties agree to the following immediately:

- (1) Upon reaching a tentative agreement on the Union's Article 10 proposal, the College agrees to immediately implement the terms and conditions of Union Proposal Number 11, Article 10, entitled "Processing Of Unemployment Insurance Claims." If any issues arise prior to reaching a tentative agreement on the Grievance and Arbitration provision (as referenced in Union Proposal No. 11, Article 10), the parties agree to immediately meet and confer about the issue in order to resolve it.
- (2) Upon execution of this side letter, the College will immediately remove language concerning eligibility for unemployment benefits from its contingent faculty appointment letter(s) and amend and reissue any recent appointment letters that have been issued with this language.
- (3) Within seven (7) business days after signing this agreement, the College will notify the Union of all current bargaining unit employees whose contracts have expired for the most recent term and within (7) business days after the end of each subsequent term prior to the ratification of this collective bargaining agreement. After execution of this Side Letter, the College will post this Side Letter on the Human Resources Department's website and publish an explanatory paragraph and a linked reference to the Human Resources Department's website in the next issue of the Saint Mary's College Bulletin.
- (4) Consistent with the principles addressed in Union Proposal Number 11, Article 10, the College will respond to the CA EDD with information concerning the status of a bargaining unit employee who has submitted an unemployment benefit claim.

For the Union

/s/ SEIU Local 1021

June 18, 2015; 2:55PM

For Saint Mary's College

/s/ Saint Mary's College of California

June 18, 2015: 2:55PM