

**CSUEU/CSU Memorandum of Understanding
CSU COVID-19 Vaccination Interim Policy**

On May 19, 2021, the CSU provided notice to CSUEU regarding a proposed COVID-19 Vaccination Interim Policy. On July 27, 2021, the CSU provided a new notice to CSUEU regarding a proposed COVID-19 Vaccination Interim Policy, which is attached to this Memorandum of Understanding.

The California State University (“CSU” or “Employer”), and the California State University Employees Union (“CSUEU” or “Union”), agree to the following for CSUEU-represented employees:

COVID-19 Vaccination Interim Policy

1. The CSU COVID-19 Vaccination Interim Policy shall be reviewed periodically by the CSU and CSUEU. Should the CSU seek any changes to the policy that are within the scope of representation, the CSU will notice and provide an opportunity to meet and confer over the impacts before implementing the change.
2. CSU COVID-19 vaccination requirements may be implemented when the U.S. Food and Drug Administration (FDA) approves a vaccine under Emergency Use Authorization and it is readily available in the applicable local jurisdiction.
3. CSU may require employees to verify COVID-19 vaccination status in order to enforce health and safety rules in the workplace regarding COVID-19 and to enforce the CSU COVID-19 Vaccination Interim Policy.
 - a. Employees will self-certify their vaccination status. Employees are encouraged to complete their self-certification of vaccination status as soon as possible. However, employees who are not otherwise eligible for an exemption shall have up to eight (8) weeks from the execution of this MOU to self-certify their vaccination status.
 - b. Pursuant to this MOU, campuses may require any or all employees who report they are fully vaccinated or in the vaccination process to provide proof of vaccination.
 - i. Proof of vaccination includes:
 1. COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, Centers for Disease Control & Prevention or World Health Organization Yellow Card) which includes name of person vaccinated, type of vaccine provided and date last dose administered);
OR
 2. a photo of a Vaccination Record Card as a separate document; OR
 3. a photo of the Vaccination Record Card stored on a phone or electronic device; OR
 4. documentation of COVID-19 vaccination from a health care provider; OR
 5. digital record that includes a QR code that when scanned by a SMART Health Card reader displays to the reader client name, date of birth, vaccine dates and vaccine type.

- c. The self-certification of vaccination status and any related documentation shall be provided to a single contact office on campus or a third-party provider, as determined by the campus.
 - i. The information gathered for purposes of this policy shall be solely maintained by the single contact office or third-party provider. Appropriate Administrators will be informed whether individual employees are permitted to access the campus, and if so, of the applicable health and safety rules in the workplace regarding COVID-19.
 - ii. An employee's Appropriate Administrator will not inquire directly with the employee about their vaccination status.
 - d. Vaccinated employees may voluntarily choose to follow health and safety rules in the workplace regarding COVID-19 for unvaccinated employees if authorized by the President. Face coverings will be provided upon request.
4. Employees shall be required to comply with the CSU COVID-19 Vaccination Interim Policy as a condition of employment.
- a. Employees who are not COVID-19 vaccinated shall be required to follow appropriate health and safety rules in the workplace, as determined by the campus, regarding COVID-19.
 - b. Employees who are not COVID-19 vaccinated and cannot be in the workplace may, at the campus's sole discretion, be permitted assignments which isolate them. Such assignments may include telecommuting.
 - c. Employees are eligible for medical or religious exemptions from COVID-19 vaccination.
 - i. Pursuant to this MOU, campuses may require any or all employees declaring a medical exemption to provide certification.
 - 1. Certification only requires a medical provider's verification that a COVID-19 vaccine is medically inadvisable. There will be no need to identify the employee's diagnosis, disability, or other medical information.
 - ii. The CSU will exempt from vaccination an employee who declares a religious belief that prohibits them from being vaccinated. A religious belief means:
 - 1. a sincerely held religious belief, observance, or practice, which includes any traditionally recognized religion, or
 - 2. beliefs, observances, or practices which an individual sincerely holds and that occupy a place of importance in that individual's life,

comparable to that of traditionally recognized religions.

The Parties agree that after an employee declares a religious exemption, a campus may ask the employee only to certify that their belief complies with this exemption. Campuses can use the attached form to complete this certification or use a campus form with the same content.

- iii. Employees with medical or religious exemptions have the right to continued employment, but may be subject to other safety measures.
 - iv. CSU shall provide copies of all forms used by campuses for certification and any forms used for supporting documentation to CSUEU within seven (7) days of the signing of this MOU.
5. Employees who have been required to receive a COVID-19 vaccine as a condition of employment and suffer an adverse reaction from the vaccination shall be eligible to file a workers' compensation claim.
 6. No employee shall be unlawfully discriminated against because of vaccination status.
 7. CSU shall provide reasonable assistance to employees who have questions about how to complete their certification and/or to those employees who do not have access to the necessary online forms.

Incentives for Vaccination

8. Campuses may provide bonuses, stipends, or other incentives to encourage vaccination which may include previously vaccinated employees.

Effect of Agreement

9. This Memorandum of Understanding and the CSU Interim Vaccination Policy shall not supersede any provision of the CSUEU/CSU Collective Bargaining Agreement.
10. This Memorandum of Understanding shall supersede any conflicting provision of the CSU Vaccination Interim Policy.
11. Other safety measures not specifically identified in the CSU COVID-19 Vaccination Interim Policy will be subject to notice and an opportunity to meet and confer, if required by the Higher Education Employer-Employee Relations Act (HEERA).
12. Violation of this MOU shall be subject to Article 7, Grievance Procedure.

/

/

/

Final
08/31/2021

For the CSUEU:



[Jessica Westbay \(Aug 31, 2021 17:16 PDT\)](#)

Jessica Westbay
Vice President for Representation



[Tessy Reese \(Aug 31, 2021 17:23 PDT\)](#)

Tessy Reese
Bargaining Unit 2, Chair



[Pamela Robertson \(Aug 31, 2021 17:11 PDT\)](#)

Pam Robertson
Bargaining Unit 2, Vice Chair



[Tyree Mikes \(Aug 31, 2021 19:04 PDT\)](#)

Tyree Mikes
Bargaining Unit 5, Chair



[Don Moreno \(Aug 31, 2021 21:46 PDT\)](#)

Don Moreno
Bargaining Unit 5, Vice Chair



[Dawn McCulley \(Sep 1, 2021 05:05 PDT\)](#)

Dawn McCulley
Bargaining Unit 7, Chair

For the California State University:



[Joseph J. Jelincic \(Aug 31, 2021 16:58 PDT\)](#)

Joseph J. Jelincic III
Senior Director, Collective Bargaining



Steve James
Labor Relations Advisor



Christina Checél
Associate Vice Chancellor, Labor Relations

Final
08/31/2021



[ana s \(Aug 31, 2021 20:07 PDT\)](#)

John Ciulik
Bargaining Unit 7, Vice Chair

Martin Brenner

[Martin Brenner \(Aug 31, 2021 19:48 PDT\)](#)

Martin Brenner
Bargaining Unit 9, Chair

Andrea

[Andrea Skinner \(Aug 31, 2021 17:06 PDT\)](#)

Andrea Skinner
Bargaining Unit 9, Vice Chair

Brian Young

Brian Young
Senior Labor Relations Representative

Brenda Brown

Brenda Brown
Lead Labor Relations Representative

Certification of Religious Belief

Name:

Email:

Department:

Employee ID:

Name of Appropriate Administrator:

I certify that I have a **religious belief** that prohibits me from receiving a COVID-19 vaccination.

A religious belief means:

- 1) a sincerely held religious belief, observance, or practice, which includes any traditionally recognized religion, or
- 2) beliefs, observances, or practices which an individual sincerely holds and that occupy a place of importance in that individual's life, comparable to that of traditionally recognized religions.

By signing this form, I attest that this is true and accurate. I understand that making false statements could subject me to discipline, up to and including termination.

Signature:

Date: