

## **CSUEU / CSU MEMORANDUM OF UNDERSTANDING**

### **COVID-19 EMPLOYEE TESTING PROGRAM**

This testing program is based on the California State University's commitment to safeguarding the health and well-being of our students, faculty, staff, administrators, and the communities we serve. Part of the CSU's strategy in safeguarding health and safety includes mandatory employee testing for COVID-19 as designated by individual campuses; therefore, the California State University ("CSU") and the California State University Employees Union ("CSUEU" or "Union") agree to the following:

#### **Introduction**

1. In an effort to streamline the meet and confer process, the following COVID-19 Employee Testing Program ("Testing Program") will be available to campuses that opt in. When campuses opt in, the Chancellor's office will inform CSUEU HQ, in writing, of the following:
  - a. Start date of the Testing Program.
  - b. The planned frequency of the COVID-19 testing.
  - c. Whether the work is being performed in-house or by a third-party.
  - d. Whether the campus is accepting self-attestation or a vaccination card as proof of vaccination.
  
2. If a campus uses the Testing Program listed below, no meet and confer is needed with the Union. However, if a campus creates a program that differs from the Testing Program listed below, it may, subject to the requirement of the Higher Education Employer-Employee Relations Act, need to meet and confer locally over impacts.

#### **COVID-19 Employee Testing Program**

3. Employer ordered COVID-19 testing will be allowed at a frequency determined by the campus. COVID-19 antibody testing shall not be

permitted.

4. Employer ordered COVID-19 testing will be provided by or facilitated by the campus at no cost to the employee. Campuses may use third-party providers for COVID-19 testing programs. Campuses who do not use third-party providers must consider the workload and evaluate the need for additional staffing and additional compensation.
5. Campuses shall endeavor to provide COVID-19 testing during an employee's regular working hours. Time spent testing shall be considered work time and paid accordingly.
6. Employees who voluntarily provide Proof of Vaccination will not be subjected to employer ordered COVID-19 surveillance testing contained in Number 3 of this MOU.

"Fully Vaccinated" means the employee received, at least 14 days prior, either the second dose in a two-dose COVID-19 vaccine series or a single-dose COVID-19 vaccine. Vaccines must be fully FDA approved; or have an emergency use authorization from the FDA; or, for employees fully vaccinated outside the United States, be listed for emergency use by the World Health Organization (WHO).

"Proof of Vaccination" will consist of either: 1) an employee self-attestation and/ or 2) a vaccination card (or other appropriate evidence). Campuses will inform employees of the type of proof accepted.

7. Regardless of vaccination status, no employee is required under this Testing Program to provide Proof of Vaccination. Employees who do not provide Proof of Vaccination will be considered unvaccinated.
8. Each campus will have a Designated Office or third-party provider to collect Proof of Vaccination. Employees may submit Proof of Vaccination at any time. Employees who have already submitted Proof of Vaccination for another purpose (i.e. Vaccination Verification Program) may not be

required to resubmit.

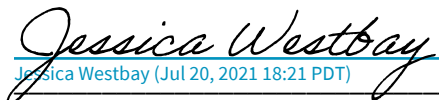
9. Campuses will comply with all federal and state laws regarding confidentiality and privacy of medical records and personal health information with the understanding that campuses must comply with local mandatory infectious disease reporting and response requirements. Information may be shared with appropriate administrators who have a specific business need-to-know which employees are Fully Vaccinated for the purpose of administering workplace safety rules/procedures, including COVID-19 testing.
10. Campuses must also comply with Cal OSHA, state, and local requirements for testing, including during outbreaks.
11. If an employee who tests positive for COVID-19 is able and requests telework, and the campus determines it is operationally feasible, telework may be assigned.
12. If an employee tests positive for COVID-19, campuses shall continue to follow the return to work criteria contained in any applicable Cal OSHA standard.

### **General Provisions**

13. The parties agree that the CSU shall continue to follow all applicable Cal OSHA standards, Collective Bargaining Agreement provisions, and/or MOUs that are in effect.
14. The parties agree that they have fully satisfied their obligation to meet and confer regarding the implementation of the COVID-19 Employee Testing Program.

15. This MOU will not supersede existing campus agreements governing COVID-19 testing unless mutually agreed by the parties.
16. This MOU does not alter or abridge the rights and obligations contained in the Collective Bargaining Agreements between the CSU and the Union.
17. Disputes alleging a violation, misinterpretation or misapplication of this MOU shall be subject to the grievance procedure in the CBA between the CSU and the Union.

For the CSUEU:

  
Jessica Westbay (Jul 20, 2021 18:21 PDT)

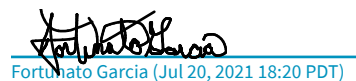
Jessica Westbay  
Vice President for Representation

  
Tessy Reese (Jul 20, 2021 18:28 PDT)

Tessy Reese  
Bargaining Unit 2, Chair

  
Pamela Robertson (Jul 20, 2021 18:20 PDT)

Pam Robertson  
Bargaining Unit 2, Vice Chair

  
Fortunato Garcia (Jul 20, 2021 18:20 PDT)

Fortunato Garcia  
Bargaining Unit 5, Chair

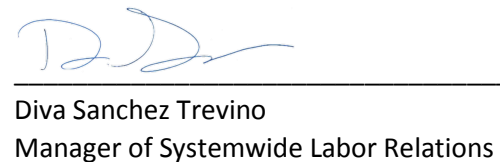
For the California State University:

  
Christina Checél

Christina Checél  
Associate Vice Chancellor, Labor Relations

  
Joseph J. Jelincic (Jul 20, 2021 18:19 PDT)

Joseph J. Jelincic III  
Senior Director, Collective Bargaining

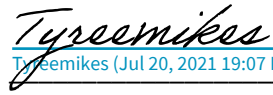
  
Diva Sanchez Trevino

Diva Sanchez Trevino  
Manager of Systemwide Labor Relations

  
Steve James


Steve James  
Labor Relations Advisor

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[Tyree Mikes \(Jul 20, 2021 19:07 PDT\)](#)

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Tyree Mikes  
Bargaining Unit 5, Vice Chair

  
[Dawn McCulley \(Jul 21, 2021 05:03 PDT\)](#)

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Dawn McCulley  
Bargaining Unit 7, Chair

  
[John Ciulik \(Jul 20, 2021 21:19 PDT\)](#)

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John Ciulik  
Bargaining Unit 7, Vice Chair

  
[Martin Brenner \(Jul 20, 2021 22:45 PDT\)](#)

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Martin Brenner  
Bargaining Unit 9, Chair

  
[Andrea Skinner \(Jul 20, 2021 18:54 PDT\)](#)

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Andrea Skinner  
Bargaining Unit 9, Vice Chair



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Brian Young  
Senior Labor Relations Representative



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Brenda Brown  
Senior Labor Relations Representative