

**CSUEU/CSU MEMORANDUM OF UNDERSTANDING
BARGAINING UNIT IMPACTS OF EMPLOYER ORDERS TO STAY OFF CAMPUS OR TEST**

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

1. CSU shall follow Cal OSHA General Industry Safety Orders, Section 3205, which includes requirements for placing employees off-work as a result of potential COVID-19 exposure. The parties agree that this shall mean:
 - a) Employees who are ordered by the employer to stay off-campus based on Cal OSHA General Industry Safety Orders, Section 3205 (c) (10) shall, at the discretion of the employer, be provided either telework or placed on sick leave. Telework shall be offered if operationally feasible and available. If sick leave is not available, the employee shall be placed on leave and will receive exclusion pay.
 - b) In addition to the requirements in Section 3205, if the employee who has been ordered off-campus is formally notified by the CSU of an on-campus exposure through written correspondence based on Cal OSHA General Industry Safety Orders, Section 3205 (c)(3)(B)(3)(a) then the employee will either receive telework or be placed on leave and will receive exclusion pay at the discretion of the employer. Employees will not be required to use sick leave in this situation.
 - c) The parties acknowledge that Cal OSHA General Industry Safety Orders, Section 3205 (c) (10) does not apply where the employer demonstrates that the COVID-19 exposure is not work related.
 - d) The term “exclusion pay” in this agreement means: continuing and maintaining an employee’s earnings, seniority, and all other employee rights and benefits, including the employee’s right to their former job status, as if the employee had not been removed from their job. Exclusion pay is not disciplinary.
 - e) If an employee who has been placed on leave pursuant to (a) is later determined to actually be an on-campus exposure pursuant to (b) then the employee shall have sick leave restored and exclusion pay applied instead.
 - f) These leave provisions shall be applied retroactive to January 1, 2021.
2. The period of the stay off campus order shall be determined by the Employer and shall not be for less time than indicated in Cal OSHA General Industry Safety Orders, Section 3205.
3. The CSU will follow the requirement in Cal OSHA General Industry Safety Orders, Section 3205, regarding the return to work.

Testing

4. Employer-ordered COVID-19 testing will be provided by, or facilitated by, the Employer without cost to the employee.
5. Employer-ordered COVID-19 testing should be provided during normal working hours, as it shall be considered time worked.
6. CSU shall comply with Cal OSHA General Industry Safety Orders, Section 3205 requirements for testing during workplace outbreaks.
7. Employees who used accrued sick or vacation leave for employer-ordered testing prior to this MOU shall have that sick, vacation, or CTO leave restored.
8. The employer may authorize an employee to participate in voluntary employee testing during the employee's normal working hours. The employer shall determine the schedule for any voluntary employee testing.

Employees who participate in voluntary testing made available by the employer, shall not incur any cost for the test when there is no cost to the employer. When there is a cost to the employer, the employer may choose to absorb part or all of the cost of the test, however, the employee may be responsible for the remainder of the cost.


Settlement of Repopulation Bargaining

9. The parties agree that repopulation bargaining is completed with the adoption of this Agreement and the following additional terms:
 - a. CSU campuses shall conduct COVID-19 screening as described in Cal OSHA General Industry Safety Orders, Section 3205.
 - b. CSU campuses shall conduct COVID-19 training as described in Cal OSHA General Industry Safety Orders, Section 3205.
 - c. CSU campuses shall implement protective measures for potential COVID-19 exposure as described in Cal OSHA General Industry Safety Orders, Section 3205.
 - d. CSU campuses shall provide information described in Cal OSHA General Industry Safety Orders, Section 3205 from the employer to the employee representative. This shall include notice of potential COVID-19 exposure on the campus.
 - e. CSU campuses shall allow for participation of the employee representative in the identification and evaluation of COVID-19 hazards as described in Cal OSHA General Industry Safety Orders, Section 3205.


- f. CSU campuses shall provide information on the frequency and scope of cleaning and disinfection as described in Cal OSHA General Industry Safety Orders, Section 3205.
 - g. CSU campuses shall notify employees of outbreaks on campus as described in Cal OSHA General Industry Safety Orders, Section 3205.
 - h. CSU campuses shall conduct periodic reviews of campus health and safety procedures and directives for COVID-19 exposure as described in Cal OSHA General Industry Safety Orders, Section 3205.
 - i. CSU campuses shall hold Labor-Management Committee meetings pursuant to Article 27 of the CBA and campuswide health and safety committee meetings pursuant to Article 23 of the CBA.

Labor-Management Committee meetings held pursuant to Article 27 shall be no less than quarterly during 2021 but can be more frequent if mutually agreed.
 - j. Campus repopulation plans are incorporated by reference in this Agreement.
10. CSUEU agrees that this MOU satisfies the concerns regarding testing and repopulation plans contained within the Omnibus grievance filed at level III on April 13, 2020.
11. CSUEU agrees that the CSU has met its obligation to meet and confer at all campuses over these subjects.
12. Disputes regarding violation, misinterpretation or misapplication of this agreement shall be subject to the grievance procedure in the CBA.

For CSUEU:



Jessica Westbay (Jan 8, 2021 19:55 PST)

Jessica Westbay
Vice President for Representation



Tessy Reese (Jan 8, 2021 19:56 PST)

Tessy Reese
Bargaining Unit 2, Chair

For the CSU:



Christina Checél
Associate Vice Chancellor, Labor Relations


Joseph Jelincic (Jan 8, 2021 19:53 PST)

Joseph J. Jelincic III
Senior Director, Collective Bargaining

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[Pamela Robertson \(Jan 8, 2021 19:58 PST\)](#)

Pam Robertson
Bargaining Unit 2, Vice Chair



[Julianne Doi \(Jan 8, 2021 19:53 PST\)](#)

Julie Doi
Director, Labor and Employee Relations



[Don Moreno \(Jan 8, 2021 19:58 PST\)](#)

Don Moreno
Bargaining Unit 5, Vice Chair



Steve James
Labor Relations Advisor



[Tony Spraggins \(Jan 8, 2021 20:03 PST\)](#)

Tony Spraggins
Bargaining Unit 7, Chair



[Dawn McCulley \(Jan 8, 2021 19:55 PST\)](#)

Dawn McCulley
Bargaining Unit 7, BUC Representative



[Rich McGee \(Jan 8, 2021 19:57 PST\)](#)

Rich McGee
Bargaining Unit 9, Chair



[Martin Brenner \(Jan 8, 2021 20:00 PST\)](#)

Martin Brenner
Bargaining Unit 9, Vice Chair



Brian Young
Senior Labor Relations Representative



Brenda Brown
Lead Labor Relations Representative