

CFA / CSU MEMORANDUM OF UNDERSTANDING
EXTENDING THE COVID-19
EMPLOYEE TESTING PROGRAM

On or about August 23, 2021, the California State University (“CSU”) and the California Faculty Association (“CFA” or the “Union”) entered into a memorandum of understanding regarding the Covid-19 Employee Testing Program. The parties now wish to extend and revise the agreement as set forth below.

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. This MOU reflects discussion from meeting and conferring as well as the California Faculty Association’s interest in ensuring the health and safety of faculty, staff, students, and the communities of California. 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 CSU and CFA 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 the Union, in writing, of the following:
 - a. Start date of the Testing Program.
 - b. The planned frequency of the COVID-19 testing.
 - c. 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 under this MOU.

The frequency shall be no more frequent than once weekly without further meeting and conferring at the campus level, unless mandated by a local, state, or federal order or law.

Only employees who work on campus or enter campus grounds are subject to the Testing Program.

4. Employer ordered COVID-19 testing will be provided by or facilitated by the campus at no cost to the employee.
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. Campus administrators shall notify employees when and where they may be tested. Campuses should endeavor to have testing available during an employee's time on campus. Testing appointments that conflict with teaching schedules or non-flexible duties (including, but not limited to, counseling appointments and coaching events and activities) shall be rescheduled to other times.
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" is as defined in the COVID-19 Vaccinations policy last revised on or about January 19, 2022 and/or any revision or succeeding definition agreed upon by the two parties.

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“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. Other appropriate evidence of vaccination will include:

- COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services Centers for Disease Control & Prevention or WHO Yellow Card) which includes name of person vaccinated, type of vaccine provided and date last dose administered); OR
 - a photo of a Vaccination Record Card as a separate document; OR
 - a photo of the client's Vaccination Record Card stored on a phone or electronic device; OR
 - documentation of COVID-19 vaccination from a health care provider; OR
 - A 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.
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. However, the CSU has issued a COVID-19 Vaccination Interim Policy that may require employees to conform otherwise.
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. Nothing connected to COVID-19 vaccination status or results of COVID-19 testing shall be placed in an employee's Personnel Action File; such information shall be stored in a separate location and file that is not accessible to those who do not possess a specific need to know of personal and/or medical information of employees.

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. Campus administrators shall clearly notify an employee of the return to work criteria when an employee tests positive for COVID-19 or is otherwise to be excluded from campuses due to outbreaks.
13. The CSU agrees to train or counsel employees before issuing reprimands or discipline for failing to supply vaccination status or refusing to submit to testing.

General Provisions

14. 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.
15. The parties agree that they have fully satisfied their obligation to meet and confer regarding the implementation of the COVID-19 Employee Testing

Program.

16. This MOU will not supersede existing campus agreements governing COVID-19 testing unless mutually agreed by the parties.

17. This MOU does not alter or abridge the rights and obligations contained in the Collective Bargaining Agreements between the CSU and the Union.

18. 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.

19. Unless the parties mutually agree to extend this MOU, it shall expire on June 30, 2023.

August 4, 2022

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