

APC / CSU MEMORANDUM OF UNDERSTANDING
COVID-19 EMPLOYEE TESTING PROGRAM

This testing program is based on the commitment of the Academic Professionals of California and California State University to safeguarding the health and well-being of students, faculty, staff, administrators, and the communities we serve. Part of the 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 Academic Professionals of California (“APC” or “Union”), collectively “Parties”, 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 48-hours prior to the start of the Testing Program:
 - 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, the campus may, subject to the requirement of the Higher Education Employer-Employee Relations Act, need to meet and confer with the Union.

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.
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, including the payment of overtime for non-exempt employees, when applicable. Testing locations will not create an unreasonable burden upon employees (e.g., employees shall not be required to travel excessive distances for testing). Testing locations maintained by the campus will be ADA compliant.

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.

Anyone accessing confidential information without a business need-to-know may be subject to discipline.

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. This includes notice and an opportunity to meet and confer when required under HEERA.
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 APC:

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