

TEAMSTERS/CSU MEMORANDUM OF UNDERSTANDING

Emergency Pay, Cal OSHA Requirements & COVID-19 Testing

The California State University (“CSU” or “employer”) and Teamsters Local 2010 (“Teamsters”) agree to the following:

ECRL - Expanded COVID Related Leave

- 1) Each full-time employee shall be allotted 256 hours of ECRL (Expanded COVID Related Leave) for use between January 1, 2021 and December 31, 2021. The total number of ECRL hours shall be pro-rated for employees whose appointment is less than full-time and done in a manner consistent with SB 95. Rehired annuitants are not eligible for ECRL due to limitations under the Government Code. Unused ECRL hours expire on December 31, 2021. ECRL has no value if an employee separates from employment.

It is the intent of the parties that ECRL meets all, and in some instances exceeds, the requirements of SB 95: Supplemental Paid Said Leave.

- 2) ECRL can be used for reasons permitted under SB 95, which include the following:
 - a) The employee is subject to a quarantine or isolation period related to COVID-19 as defined by an order or guidelines of the State Department of Public Health, the federal Centers for Disease Control and Prevention, or a local health officer who has jurisdiction over the worksite.
 - b) The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.
 - c) The employee is attending an appointment to receive a vaccine for protection against contracting COVID-19.
 - d) The employee is experiencing symptoms related to a COVID-19 vaccine that prevent the employee from being able to work or telework.
 - e) The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis.
 - f) The employee is caring for a family member, as defined in subdivision (c) of Labor Code Section 245.5, who is subject to an order or guidelines described in (a) above, or who has been advised by a healthcare provider to self-quarantine.
 - g) The employee is caring for a child, as defined in subdivision (c) of Labor Code Section 245.5, whose school or place of care is closed or otherwise unavailable for reasons related to COVID-19 on the premises.
- 3) Employees should provide as much advance notice as possible of the need to use ECRL to the appropriate administrator. Self-certification will be required and in most cases is all that will be needed. However, in circumstances where the CSU has information indicating that the employee is not requesting ECRL for a valid purpose, the campus may require documentation or medical certification before paying ECRL. The CSU will not deny ECRL solely for lack of a medical certification.

- 4) ECRL can only be used in full day increments for FLSA exempt employees. ECRL can be used hour-for-hour for FLSA non-exempt employees.
- 5) ECRL can be used on consecutive days or intermittently, based on need.
- 6) ECRL will be paid at the employee's regular rate of pay and will not be subject to the daily pay limit contained in SB 95.
- 7) ECRL shall be considered "employer-provided employee sick leave" for the purposes of Cal OSHA General Industry Safety Orders, Section 3205.
- 8) On or after May 14, 2021, CSU agrees to meet with Teamsters to discuss the possibility of additional leave programs after June 30, 2021. Pursuant to Section 10b of this MOU, ECRL will not be required where an employee has been notified of an on-campus exposure through written correspondence based on Cal OSHA General Industry Safety Orders, Section 3205 (c)(3)(B)(3)(a).
- 9)
 - a) If the University provides ECRL to any other CSU staff bargaining unit(s) in excess of 128 hours, absent a settlement agreement, the amount of ECRL in Section 1 of this MOU will be increased by the number of hours over 128 provided to the other bargaining unit.
 - b) If the University provides ECRL to any other CSU staff bargaining unit(s) in excess of 256 hours, under a settlement agreement, the amount of ECRL in Section 1 of this MOU will be increased by the number of hours over 256 provided to another bargaining unit.
- 10) The parties understand that the CSU has returned to strictly following the CBA language with regards to emergency pay (Provision 24.53).
- 11) In exchange for the above, Teamsters agrees to withdraw with prejudice all Emergency Pay related grievances.

Cal OSHA Workplace Exclusion Requirements

- 12) 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 ECRL and/or sick leave restored, and exclusion pay applied instead.
 - f) These leave provisions shall be applied retroactive to January 1, 2021.
- 13) 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.
- 14) The CSU will follow the requirement in Cal OSHA General Industry Safety Orders, Section 3205, regarding the return to work.

Testing of Employees

- 15) Employer-ordered COVID-19 testing will be provided by, or facilitated by, the Employer without cost to the employee.
- 16) Employer-ordered COVID-19 testing should be provided during normal working hours, as it shall be considered time worked.
- 17) CSU shall comply with Cal OSHA General Industry Safety Orders, Section 3205 requirements for testing during workplace outbreaks.
- 18) 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.
- 19) 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 provided by the employer.

General Provisions

- 20) Teamsters agrees that the CSU has met its obligation to meet and confer over the above subjects and all campus-based meet and confers regarding repopulation.
- 21) Disputes regarding violation, misinterpretation or misapplication of this agreement shall be subject to the grievance procedure in the CBA.

For Teamsters:


[Jason Rabinowitz \(Apr 18, 2021 10:19 PDT\)](#)

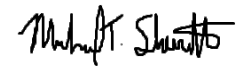
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