CALIFORNIA STATE UNIVERSITY (CSU) POLICY FOR REPOPULATION DURING THE COVID-19 PANDEMIC
FOR ACADEMIC PROFESSIONALS OF CALIFORNIA (APC)

1. Previously executed campus repopulation MOUs are incorporated by reference into this Agreement. This Agreement shall apply at all campuses and, to the extent any provision of a previously negotiated campus-specific repopulation plan conflicts with a provision of this Agreement, the terms of this Agreement shall govern.

2. 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.

3. The CSU will follow the requirement in Cal OSHA General Industry Safety Orders, Section 3205, regarding the return to work.

4. CSU shall comply with Cal OSHA General Industry Safety Orders, Section 3205 requirements for testing during workplace outbreaks.

5. The parties acknowledge that paras. 2-4 shall become null and void upon expiration of Cal OSHA General Industry Safety Orders, Section 3205 unless the parties agree to mutually extend in part or in whole.
6. Employees who are returned to campus and who have concerns whether it is safe to do so shall notify the appropriate administrator as provided in Provision 31.6 and/or Provision 31.7 of the CBA.

7. The University shall continue to adhere to its obligations under the American With Disabilities Act.

8. The University recognizes its obligations under HEERA 3568, which states “Subject to reasonable regulations, employee organizations shall have the right of access at reasonable times to areas in which employees work, the right to use institutional bulletin boards, mailboxes and other means of communication, and the right to use institutional facilities at reasonable times for the purpose of meetings concerned with the exercise of the rights guaranteed by this act.”

9. If a new campus policy, or an addition to an existing policy, impacts subjects within the scope of representation that are not covered by this agreement, the University shall provide notice to APC if required by the collective bargaining agreement (CBA) or HEERA.

10. Any dispute about the violations, disputes over interpretations, and/or misapplication of this agreement shall be subject to the Grievance Procedure contained in the CBA in effect at the time the dispute arises.

11. Nothing in this policy shall alter the rights or benefits provided under the collective bargaining agreement between the CSU and APC. Consistent with its HEERA obligations, should the University be required to alter this agreement as a result of municipal, state or federal legislation, the University shall provide notice about matters within the scope of representation pursuant to the terms of the Collective Bargaining Agreement (CBA), HEERA or any other statutory requirement. The University retains its right to assert waiver or any other legal defense available under HEERA or applicable law.

12. APC agrees that the CSU has met its obligation to meet and confer over the above subjects, including all previously initiated campus-based meet and confers regarding repopulation.

APC

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