

**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

X Edie Brown
Edie Brown (Apr 30, 2021 12:41 PDT) Apr 30, 2021

Edie Brown
APC President

CSU

X Neha Shah
Neha Shah (May 5, 2021 15:25 PDT) May 5, 2021

Neha R. Shah
Sr. Systemwide Labor Relations Manager

X *Dagoberto Argueta* Apr 30, 2021
Dagoberto Argueta (Apr 30, 2021 11:06 PDT)

Dagoberto Argueta
APC Vice President

X *Christina Checcl* May 4, 2021

Christina Checcl
Assoc. Vice Chancellor, SW Labor Relations

X *Christine McCarthy* Apr 30, 2021
Christine McCarthy (Apr 30, 2021 13:11 PDT)

Christine McCarthy
APC Treasurer

X *Joseph Jelincic* May 5, 2021
Joseph Jelincic (May 5, 2021 15:21 PDT)

Joseph Jelincic III
Sr. Director, Collective Bargaining

X *Rose Duran* Apr 30, 2021
Rose Duran (Apr 30, 2021 13:15 PDT)

Rose Duran
APC Secretary

X *Steve James* May 5, 2021

Steve James
Labor Relations Advisor

X *Mario Baeza* May 3, 2021
Mario Baeza (May 3, 2021 15:29 PDT)

Mario Baeza
APC Steward at Large

X *Daryl Evans* May 3, 2021

Daryl R Evans
CSU Dominguez Hills

X *Randy Montes* May 3, 2021
Randy Montes (May 3, 2021 15:33 PDT)

Randy Montes
CSU Fullerton

X Tammy Worthington May 4, 2021
Tammy Worthington (May 4, 2021 08:12 PDT)

Tammy Worthington
CSU Stanislaus

X Lee o. Norris Apr 30, 2021
Lee o. Norris (Apr 30, 2021 12:36 PDT)

Lee. O. Norris
APC LR Manager

X Cynthia Brown Apr 30, 2021
Cynthia Brown (Apr 30, 2021 12:12 PDT)

Cynthia Brown, EdD
APC LR Representative

X Sam Tran May 5, 2021
Sam Tran (May 5, 2021 16:22 PDT)

Sam Tran
CSU East Bay