Memorandum of Understanding Ending Employee COVID-19 Surveillance Testing at California State University, Sacramento

This Agreement ("Agreement") is entered into between the Board of Trustees of the California State University through its California State University Sacramento ("CSUS") campus (collectively "CSU" or "University") and the California Faculty Association ("CFA"), all of whom are designated collectively as the "Parties," regarding the impacts of ending surveillance testing at CSUS.

Per Section 2(a) of the CSUS COVID-19 Employee Testing Program Memorandum of Understanding signed between CFA and CSU on October 12, 2021, CSU noticed CFA on August 2, 2022 of CSUS' intention to eliminate weekly COVID-19 surveillance testing for employees with medical and religious exemptions. The Parties met and conferred on August 9, 2022.

As a result of the meet and confer process, the Parties agree as follows:

CSU Chancellor's Office

- 1. COVID-19 surveillance testing for CFA represented employees at CSUS with religious or medical exemptions shall end effective August 22, 2022.
- 2. CFA represented employees can find CSUS COVID-19 Information at: https://www.csus.edu/return-to-campus/
- 3. This Agreement shall supersede, sunset, and replace the CSUS COVID-19 Employee Testing Program Memorandum of Understanding signed between CFA and CSU on October 12, 2021.
- 4. If CSUS seeks to implement future COVID-19 testing program changes which differ from what is specified by the CFA/CSU Memorandum of Understanding Extending the COVID-19 Employee Testing Program, dated August 4, 2022, CFA retains the right to meet and confer regarding any reasonably foreseeable impacts to terms and conditions of employment.
- 5. CFA acknowledges that CSU has fully satisfied its obligation to meet and confer regarding the impacts of ending surveillance testing at CSUS. This Agreement does not alter or abridge the rights and obligations contained in the February 3, 2022 June 30, 2024 Collective Bargaining Agreement ("CBA") between CSU and CFA.
- 6. Any dispute regarding compliance with the terms of this Agreement will be adjudicated in accordance with the grievance procedures contained in Article 10 of the CBA.
- 7. This Agreement shall not create a precedent at CSUS or any campus within the CSU system.

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| For CFA: | Janeth Rodriguez (Aug 26, 2022 16:29 PDT) | Aug 26, 2022 |
| | Janeth Rodriguez, CFA Field Representative | Date |
| | VeRonica Dupree | |
| For CSUS | • | Aug 24, 2022 |
| | VeRonica Dupree, Director, Academic Labor Relations | Date |
| | CSU Sacramento | |
| | | |
| For CSUS | | Aug 22, 2022 |
| | Jason Geanakopoulos, Manager, Systemwide Labor Relations | Date |