

**CFA/CSU MEMORANDUM OF UNDERSTANDING**

**Expanded COVID Related Leave/Implementation of SB 95**

The California State University (“CSU” or “employer”) and the California Faculty Association (“CFA”) agree to the following:

ECRL - Expanded COVID Related Leave

- 1) Each full-time employee shall be allotted 128 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. Unused ECRL hours expire on December 31, 2021. ECRL has no value if an employee separates from employment.

Rehired annuitants are entitled to all rights provided by the legislation in SB 95, but not to other benefits set out in this MOU that may run afoul of CalPERS rules and restrictions.

It is the intent of the parties that ECRL meets all, and in some instances exceeds, the requirements of SB 95: Supplemental Paid Sick Leave. The CSU agrees to exceed SB 95 rights requirements in three ways – providing an additional 48 hours to eligible CSU employees, extending the expiration from September 30, 2021 to December 31, 2021, and not applying any daily pay limits described in SB 95.

- 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 may request ECRL orally or in writing and should provide as much advance notice as possible of the need to use ECRL to the appropriate administrator. No employee shall be denied leave due to a lack of advance notice. Self declaration 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) The CSU acknowledges that ECRL is retroactive to January 1, 2021. Employees may request retroactive application of ECRL.
- 5) ECRL can only be used in full day increments (16 workdays) for FLSA exempt employees, which includes all Unit 3 employees.
- 6) ECRL shall not be used for timebase reductions or for reductions in Weighted Teaching Units (WTUs).
- 7) ECRL can be used on consecutive days or intermittently, based on need.
- 8) 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.
- 9) ECRL shall be considered "employer-provided employee sick leave" for the purposes of Cal OSHA General Industry Safety Orders, Section 3205.
- 10) CFA agrees that the CSU has met its obligation to meet and confer over the above subjects, including the implementation of SB 95.
- 11) Disputes alleging a violation, misinterpretation or misapplication of this agreement shall be subject to the grievance procedure in the CBA between CFA and the CSU. Nothing in this agreement limits an employee from filing a complaint with any outside agency that has jurisdiction over the enforcement of SB 95 or other applicable laws.

For the California Faculty Association:

  

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Kathy Sheffield, 8/31/2021 (Aug 31, 2021 17:36 PDT)  
Kathy Sheffield  
Director of Representation and Bargaining

For the California State University:

  

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Joseph J. Jelincic (Aug 31, 2021 17:12 PDT)  
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