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Impasse Administrator
Public Employment Relations Board
Los Angeles Regional Office
425 W. Broadway, Suite 400
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To Whom it May Concern:

The California Faculty Association and the California State University have met and conferred but have been unable to reach an agreement over 19 articles and terms in successor bargaining to the current Collective Bargaining Agreement, originally set to expire on June 30, 2020. In addition to a one-year extension, the parties agreed to two additional one-month extensions to bargain over various terms including salary.

Since March 5, 2020, we have met on 23 dates and have proposed and responded to proposals. We are too far apart and unable to reach agreement on open matters. The union believes that impasse has been reached and requests that the Board appoint a mediator for the purpose of assisting us in reconciling the differences and resolving the controversy. We are prepared to meet via video conference or in person in Sacramento (or in Long Beach if necessary) at the mediator's earliest convenience. For our part, we are willing to set aside scheduling conflicts if it will move the process along; we hope that the employer makes itself available as well. Faculty in this unit have not received salary increases since July 1, 2019, making this dispute urgent.

The Parties are unable to reach agreement over the following articles and terms, set out in the order they appear in the Collective Bargaining Agreement, and summarized briefly below:¹

Article 6 (Union Rights) – The employer seeks changes to union rights including memorializing terms of a memorandum of understanding implementing AB 119, new employee orientation and member data. The union seeks to tie changes to a package proposal covering Articles 10 (Grievance Procedures), 15 (Evaluation) and 16 (Non-Discrimination). Employer passes: 2/26/2021; 7/27/2021. Union passes: 6/25/2021; 9/24/2021.

Article 10 (Grievance Procedures) – The employer seeks changes to timelines and following the initial union response would extend timelines for grievances to be filed as well. The employer seeks to require resolution of the internal complaint process before faculty may file grievances over discrimination, harassment, and retaliation. The employer seeks to eliminate a minimum number of arbitrators on the panel, and the union seeks to keep the panel to at least 20 arbitrators, status quo, as the parties have approximately 460 open grievances, many of which

¹ These summaries may not explain every pass and detail of the conflicts. Proposals may be found electronically on CFA's bargaining web site, here: <https://www.cfabargaining.org/proposals>.

may require the arbitration step in the grievance process. There are a number of changes about use of email that the union has agreed to. The union seeks to tie changes to a package proposal covering Articles 6 (Union Rights), 15 (Evaluation) and 16 (Non-Discrimination). Employer passes 2/4/2021; 4/15/2021; 8/10/2021. Union passes: 3/18/2021; 6/25/2021; 9/24/2021.

Article 12 (Appointment) – The union seeks to ensure access to job security and tenure line work for temporary faculty in a number of ways. The employer has rejected the union’s reasonable proposals including guaranteeing an interview for qualified applicants. The union seeks to lengthen the duration of temporary contracts to five (5) years once a temporary faculty member has been employed for nine (9) years. The employer rejected this proposal, countering with an elusive possibility of obtaining a 5-year contract at the discretion of the campus after 12 years of employment and only granted with “exceptional” performance; renewable 3-year contracts are currently granted with satisfactory performance. The employer’s proposal would also make denials of 5-year contracts non-grievable. The union seeks to expand multi-year appointments to coaches who (with few exceptions) work on one-year, renewable contracts. A member of the CFA bargaining team has been a coach for 30 years, and every year he never knows whether he has a job to come back to. The employer rejected this proposal. The union seeks to tie range elevation (which requires years in range and an evaluation) to multi-year contract reviews, eliminating the need for multiple performance reviews covering the same work and often the same periods of time. The employer rejected the union’s range elevation proposal, resulting in status quo – range elevation only when temporary faculty reach range maxima which is beyond reach for most faculty in the ranges, as there are no in-range salary steps that were more regular when range elevation was first developed. The union is frustrated at the lack of respect and justification for the employer’s position in this article. Union passes: 10/23/2020; 11/20/2020; 2/26/2021. Employer passes: 9/9/2021; 9/30/2021.

Article 15 (Evaluation) – The union seeks language that recognizes unrefuted evidence of bias (based on race, gender, perceived gender, sexual orientation, national origin, disability, and other identities and perceived identities) in student opinions of teaching, and the union seeks terms that invite faculty to address bias in rebuttals. The employer rejected this proposal. The union seeks language that encourages governance structures within the University to examine practices and policies that may have unfair impacts on certain faculty (often due to race and/or gender), and the employer rejected this proposal as well. The parties are close to resolving an employer proposal to instruct faculty to submit late-add materials for reviews, however the union seeks reference to existing contractual provisions; the employer seeks phrasing that creates a rule that faculty may inadvertently break. The employer withdrew some proposals to evaluate faculty differently for work they have historically performed. The union seeks to tie changes to a package proposal covering Articles 6 (Union Rights), 10 (Grievance Procedures), and 16 (Non-Discrimination). Union passes: 10/23/2020; 6/25/2021; 9/24/2021. Employer passes: 3/18/2021; 9/23/2021.

Article 16 (Non-Discrimination) – The employer and the union are in agreement about enumeration of protected categories and exercising a right to meet jointly about promoting diversity in the CSU. The employer withdrew a proposal to restrict complaints to its own complaint process that would have deprived faculty the right to file grievances over discrimination. However, given its Article 10 proposal, the employer continues to seek scaling

back on faculty rights and union participation in the area of non-discrimination covered in this article. Currently, there are 111 open grievances alleging a violation of Article 16, and the union is not prepared to withdraw from assisting faculty who complain of discrimination, harassment, and retaliation, and we cannot resolve this article without resolving Article 10. To be clear, however, the union seeks to tie changes to a package proposal covering Articles 6 (Union Rights), 10 (Grievance Procedures), and 15 (Evaluation). Employer passes: 2/4/2021; 8/10/2021. Union passes: 6/25/2021; 9/24/2021.

Article 17 (Temporary Suspension) – The employer seeks to extend the time (from 30 to 60; having originally proposed as 90 days) it may place faculty on paid administrative leave during an investigation. The union fears that the change will invite protracted investigations and leave faculty waiting even longer than they currently do for resolution. Further, existing language already permits the employer to obtain extensions on the current 30 days when more time is needed. Employer passes: 11/6/2020; 8/24/2021. Union passes: 8/10/21; 9/24/2021.

Article 18 (Reprimands) – The employer first proposed eliminating the “wipe away” of almost all letters of reprimand; reprimands currently come out of a personnel file after three (3) years of refraining from similar conduct. (Reprimands may not, by way of current language in the article, be grieved.) In its latest re-proposal, the employer seeks to have letters of reprimand for harassment, discrimination, and retaliation remain in files for five (5) years. The union rejected the proposal, as the employer already can (and does) make permanent records of conduct by resorting to discipline in the form of suspension, demotion, and termination. Further, five (5) years all but assures that letters of reprimand will be used in personnel decisions, including reappointment, tenure, post-tenure review, and promotion without affording faculty the right to challenge the just cause normally connected to discipline. Indeed, letters of reprimand are for the lowest level offenses and for conduct or performance that is capable of correction and improvement, and the CSU seeks to expand their impact with its proposal. Employer passes: 11/6/2020; 8/24/2021; 9/24/2021. Union passes: 8/10/21; 9/23/2021.

Article 20 (Workload) – The union seeks to explicitly define course caps so that instructional faculty are treated fairly and in predictable ways when they are assigned courses to teach. Currently 137 of the 460 open grievances are over workload and mainly in the area of increasing course caps. The union seeks to improve counseling conditions for counselors’ standards on time spent in direct counseling and improved ratios (1 counselor to 1,500 students). Currently, 6 of 23 campuses staff at ratios recommended by the International Accreditation of Counseling Services of 1 to 1,500. The union seeks to clarify librarian workload and the nature of the work lending itself to remote and unsupervised modalities. The union seeks to increase the funding (currently stuck at 2014 levels) for Exceptional Service and to explicitly state its purpose -- to address long-standing inequities faced by Black, Indigenous, and People of Color (BIPOC) as well as faculty who share identities as LGBTQIA+ and first-generation college students. While the employer is willing to move on some issues, the parties remain far apart in this article. Union passes: 10/23/2020; 11/20/2020; 7/30/2021. Employer passes: 4/23/2021; 9/23/2021.

Article 22 (Leaves of Absence Without Pay) – The employer sought to limit the right to take leave and have a job to come back to for employees who work less than 1,250 hours per year, but withdrew the proposal today. In a pandemic era, the original proposal seemed especially cruel as

temporary and part-time faculty may need to attend to family, school closures, quarantines, and worse – actual COVID-19 illnesses for periods of time that sick leave will not cover. The employer continues to seek to require registration with the state of California for faculty to take leave to care for a domestic partner. There is no data or explanation for the impact of this proposal, but the union suspects that there may be faculty who do not register their private relationships with the state, as they do not require health care or other benefits with tax consequences, and these faculty members would have to resign their positions to care for a partner with whom they share a domicile. Employer passes 5/14/2021; 9/30/2021. Union passes: 8/10/2021; 9/24/2021.

Article 23 (Leaves of Absence With Pay) – The union seeks to expand paid parental leave from thirty (30) days to a full semester or two (2) quarters, even if the duration spans terms, depending on the date families expand to include children. It is well known that parents, especially women, are harmed economically and professionally when they do not have the support they need in the workplace. The union’s proposal is intended to express greater value and support to working families. Union passes: 2/4/2021; 7/30/2021; 8/10/2021. Employer passes: 5/14/2021; 9/30/2021.

Article 24 (Sick Leave) – The parties agree that this article should include permanent terms for donating sick leave to faculty who are in need due to emergencies and natural disasters, especially given the impacts of climate change and larger fires. However, the union seeks to allow faculty to donate to recipients at other campuses than their own, whereas the employer would limit such donations. Employer passes: 9/9/2021. Union passes: 9/23/2021.

Article 29 (Faculty Early Retirement Program aka FERP) – the employer seeks to decrease the number of years faculty may retire and continue to work up to half-time from the current maximum of five (5) to three (3) years. The union maintains that faculty are in greater need now for this program than in the past, as faculty hold more student loan debt than ever. There is no evidence that the change would impact tenure density, and it would take away a cherished benefit that faculty rely on for their long-term retirement planning. Employer passes: 7/27/2021. Union passes: 7/30/2021.

Article 31 (Salary) – The union proposed a three-year salary program of 4% General Salary Increases (GSIs) for Academic Years (AYs) 2020-2021, 2021-2022, and 2022-2023. Further, as there are no steps in the salary structure for in-range progression, the union proposed funding Service Salary Increases (SSIs) of 2.65 % for faculty under defined range/rank maxima for AYs 2021-2022 and 2022-2023 and Post Promotion Increases (PPIs) for “maxed out” faculty for AYs 2021-2022 and 2022-2023. SSIs and PPIs have the effect of addressing compression and inversion, known problems of the salary structure that permits hiring new employees in open ranges at or above salaries of current employees. The union also proposed a joint study of pay gaps due to gender and race. The employer rejected the union’s proposal and countered (twice) with identical offers of a 2% GSI in the 2021-2022 year only; the employer proposed reopener bargaining in AYs 2022-2023 and 2023-2024. The union presented evidence, based on employer data, of financial ability to pay the raises in the union’s proposals – the CSU’s budget was augmented by the state at a 5% increase this year, 2021-2022. The state restored cuts in the last year, 2020-2021. Further, the CSU projects vitality and financial growth through 2025. For its part, the CSU simply stated that it has decided to allocate its funds differently and 2% is all it is

prepared to offer faculty in the current fiscal and AY. Employer passes: 3/6/2020 (on chair stipend name change only which the union agreed to on 5/20/2020); 7/27/2021; 9/9/2021. Union passes: 5/14/2021; 7/30/2021.

Article 32 (Benefits) – The employer proposed increasing faculty parking rates to mirror the rates paid by students. The increases would vary widely among the 23 campuses. At the Fullerton campus, faculty would pay an additional \$280 per semester, and faculty at the Chico campus would pay an additional \$33 per semester. The union rejected this proposal, as it seems to be a misplaced response to student demands for lower parking rates. The union proposed reducing student rates to match faculty employee rates. With its 2% offer in salary, the employer would effectuate a pay cut for many faculty in the unit should this parking increase come to pass. Employer passes 7/27/2021. Union passes: 7/30/2021.

Article 37 (Health and Safety) – The parties have agreed to renaming the article “Health and Safety” (changed from “Safety”) and other minor changes. However, the employer has rejected a number of proposals that would redirect complaints and issues from campus police to alternative dispute mechanisms. Around the world, people are confronting the legacy of slavery and colonialism along with the role of police in oppressing BIPOC communities. BIPOC faculty (and students) have long expressed experiences with profiling by campus police that make them unsafe in the workplace. Moreover, many faculty struggle over effective ways to resolve conflicts with students or how to best react to mental health crises or assist in carrying out health mandates like mask-wearing and social distancing. And faculty sometimes experience disputes among themselves that are best dealt with in non-criminal ways that seek just resolutions. The union seeks rights and changes in this article to meet this moment, and the employer has rejected them all. Union passes: 2/4/2021; 7/30/2021. Employer passes 3/18/2021.

Article 41 (Duration and Implementation) – The parties’ salary proposals assume different expiration dates. The union seeks a contract that would expire on June 30, 2023, and the CSU seeks a June 30, 2022 expiration with reopeners on salary only through June 30, 2024. Union passes: 5/14/2021; 7/30/2021. Employer passes: 7/27/2021; 9/9/2021.

Academic Freedom – The union proposed a stand-alone article on Academic Freedom that would ensure that faculty are protected from adverse employment decisions based on speech, research, teaching, expressions, etc. both in and outside of the classroom. Union passes: 10/23/2020. The employer has yet to respond to this proposal.

Additional Classification Codes – The employer proposed, in writing, classification codes to compensate faculty for work performed outside of the AY and/or for training; the work is currently compensated in various ways and at various rates of pay. The employer also proposed, conceptually, a new tenure-like classification for faculty who primarily teach and supervise students; in other words, the employer seeks a permanent line for faculty who do not perform research, scholarship, or creative activities. The union expressed an interest in fairness and access for currently employed faculty, as well as clearer salary terms. The union proposed agreeing to jointly develop new classifications within sixty (60) days of ratification. Employer passes: 5/14/2021. Union passes: 9/23/2021.

Maritime Academy Memorandum of Campus Agreement over Training Cruise – The union included this agreement in its public notice, as it is traditionally ratified with the full contract. New “cruise” terms are being negotiated locally at the Cal State Maritime campus, and due to COVID-19 and scheduling these negotiations may or may not sync with the rest of the issues listed and set out above.

Through meeting and conferring, the parties have reached tentative agreements to Article 27 (Sabbatical) and 35 (Outside Employment).

Without exchanging any proposals, the parties have agreed to status quo on: Preamble; Article 1 (Recognition); Article 3 (Effect of the Agreement); Article 4 (Savings Clause); Article 5 (Management Rights); Article 7 (CFA Security); Article 8 (Faculty Participation); Article 9 (Concerted Activities); Article 13 (Probation and Tenure); Article 14 (Promotion); Article 25 (Professional Development); Article 26 (Fee Waiver); Article 28 (Difference in Pay Leaves); Article 30 (Pre-Retirement Reduction in Time Base); Article 33 (Holidays); Article 34 (Vacation); Article 38 (Layoff); and Article 40 (Extension for Credit).

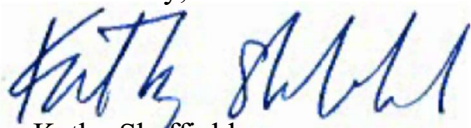
Neither side has made any proposals on the following articles: Article 2 (Definitions); Article 11 (Personnel Action Files); Article 19 (Discipline); Article 21 (Summer Term Employment); Article 36 (Additional Employment); or Article 39 (Intellectual Property).

The parties have also agreed to change gendered pronouns to gender neutral terms throughout the agreement.

In sum, the union seeks to achieve rights, respect, and justice in bargaining. Coming out of the pandemic and a moment of reckoning with racist and unjust practices that have profoundly touched us all, faculty are eager to change systems and structures that permit inequities to continue and flourish. Movement by the employer is mainly in the form of backing off some of its harsher, opening proposals. This Malcolm X quote comes to mind: “You don’t stick a knife in a man’s back nine inches and then pull it out six inches and say you’re making progress.” Within this context, the union sees further negotiations with the employer as futile.

Again, we are eager to resolve our conflicts, as faculty in this unit have not received salary increases since July 1, 2019.

Yours truly,



Kathy Sheffield
Director of Representation and Bargaining

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Attachment

cc: Joseph Jelincic, California State University, Senior Director, Collective Bargaining
Steve James, California State University, Labor Relations Advisor
Evelyn Nazario, California State University, Vice Chancellor, Human Resources