



PERB Received
08/09/23 13:14 PM

REQUEST FOR IMPASSE DETERMINATION/ APPOINTMENT OF MEDIATOR

DO NOT WRITE IN THIS SPACE: Case No:

Date Filed: 08/09/2023

INSTRUCTIONS: A request for impasse determination must be filed with the appropriate regional office (see PERB Regulation 32075). A request which is not jointly filed must be served on the other party as required by Regulation 32792(b). Proof of service must accompany the request. Attach additional sheets if more space is required.

1. The employer of the employees in the established unit is an employer within the meaning of the :

- Educational Employment Relations Act (EERA) (Gov. Code, §§ 3540-3549.3).
- Higher Education Employer-Employee Relations Act (HEERA) (Gov. Code, §§ 3560-3599).
- Ralph C. Dills Act (Dills Act) (Gov. Code, §§ 3512-3524).

1. EMPLOYER

Name: Trustees of the California State University
Address: 401 Golden Shore Long Beach, CA 90802

Agent to be contacted:

Name: Joseph Jelincic
Title: Assistant Vice Chancellor, Labor and Employee Relations
Agency/Law Firm: California State University
Address: 401 Golden Shore Long Beach, CA 90802
Phone: (562) 951-4500
E-mail Address: jjelincic@calstate.edu

2. EXCLUSIVE REPRESENTATIVE

Name: California Faculty Association
Address: 1110 K Street SACRAMENTO, CA 95814

Agent to be contacted:

Name: Kevin Wehr
Title: Chair of CFA Bargaining Team
Agency/Law Firm: California Faculty Association
Address: 1110 K Street Sacramento, CA 95814
Phone: (510) 541-2125
E-mail Address: kevin_wehr@calfac.org

4. DESCRIPTION OF ESTABLISHED UNIT

Shall Include:

Shall Exclude:

5. APPROXIMATE NUMBER OF EMPLOYEES IN THE UNIT:

29000

6. DATE EXCLUSIVE REPRESENTATIVE WAS RECOGNIZED OR CERTIFIED:

01/01/1983

7. TYPE OF DISPUTE

- Initial Contract Successor Contract Reopener(s) in Existing Contract Effects of Layoff Other (describe)

8. PUBLIC NOTICE REQUIREMENTS

Date exclusive representative's initial proposals presented to the public: 05/31/2023

Date employer's initial proposals presented to the public: 07/20/2023

Los Angeles Regional Office
425 W. Broadway, Suite 400
Glendale, CA 91204
(818) 551-2822

Sacramento Regional Office
1031 18th Street
Sacramento, CA 95811-4174
(916) 322-3198

San Francisco Regional Office
1515 Clay St., Suite 2206
Oakland, CA 94612-1403
(510) 622-1016

9. HISTORY OF NEGOTIATIONS/MEET AND CONFER

Date of first negotiations session: 06/27/2023

Approximate total number of hours spent in negotiations to date: 24

Total number of negotiating sessions to date: 4

PERB Received
08/09/23 13:14 PM

10. STATUS OF NEGOTIATIONS/MEET AND CONFER

Date impasse was declared by a party/parties pursuant to PERB Regulation 32792(a):

08/09/2023

Number of issues on which the parties have reached tentative agreement:

0

Issues on which tentative agreement has been reached:

Total number of unresolved issues which remain in dispute:

6

Issues which remain in dispute:

See attached

11. STATEMENT OF FACTS

Provide a clear and concise description of the negotiations which have occurred, including the extent to which the parties have made counter- proposals and have discussed the issues which remain in dispute. Identify the facts which indicate that future meetings without the assistance of a mediator would be futile.

See attached

DECLARATION

I declare under penalty of perjury that the statements herein are true to the best of my knowledge and belief.

NAME OF AUTHORIZED REPRESENTATIVE: _____ Kevin Wehr _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____ /s/ Kevin Wehr _____

Title: _____ Chair of CFA Bargaining Team _____

Date: _____ 08/09/2023 _____



California Faculty Association
1110 K Street
Sacramento, Ca 95814-2716

Phone: (916) 441-4848
Fax: (916) 441-3513
www.calfac.org

August 9, 2023

Impasse Administrator
Public Employment Relations Board
Los Angeles Regional Office
425 W Broadway, Suite 400
Glendale, CA 91204-1269

To Whom it May Concern:

This impasse concerns reopener on five articles, including 2023 salaries, in the Collective Bargaining Agreement (CBA) between the California Faculty Association (CFA) and the California State University (CSU). The parties have met and conferred but have been unable to reach an agreement. The entire CBA (with its 41 articles) is set to expire on June 30, 2024, and by terms of the CBA, negotiations shall begin in October 2023. To be sure, CFA has concerns that failure to reach agreement on the reopener bodes poorly for efficiently moving on to full contract bargaining.

We have met on four dates and have proposed and responded to proposals on all open articles. On May 1, 2023, CFA sent initial bargaining proposals, and on May 15, 2023, having received no response, CFA offered 44 days over the summer when the union team was available to meet. CSU Management's first availability was at the end of June, and their team subsequently found availability for one day in July and four days in August. Additionally, we have some dates in September, but the availability and pace of movement is not sufficient to reach an agreement.

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 (the union's headquarters) or in Long Beach (management's headquarters) 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, 2022, 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 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 94 of the 511 open grievances are over workload and mainly in the area of increasing

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>.

course caps. The union seeks to improve working conditions for mental health counselors' standards on time spent in direct counseling and improved ratios (1 counselor to 1,000-1,500 students). Currently, only 11 of 23 campuses (primarily the smaller ones) staff at ratios recommended by the International Accreditation of Counseling Services of 1 counselor to 1,000-1,500 students. The union seeks to allow mental health counselors the same access to a flexible work schedule that librarians in the CSU currently enjoy (librarians, counselors, coaches, and instructional faculty are all represented by CFA under the same CBA). The union seeks to establish a program to explicitly resource service work performed by faculty on temporary contracts, much of which is currently performed without remuneration. While the employer is willing to move on this service work issue, the parties disagree about the impact of the work on faculty timebase and entitlement for future work. Union passes: 5/1/23 (Sunshine); 5/31/2023; 8/1/2023. Employer passes: 7/20/2023; 8/7/2023.

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 new 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. The union seeks to establish a new paid leave program, labeled "Crisis Leave," which operationalizes lessons learned from the COVID-19 Pandemic, offering five (5) days of paid leave per year for use above and beyond that provided by sick leave or FMLA. Union passes: 5/1/2023 (Sunshine); 5/31/2023; 8/1/2023. Employer passes: 7/20/2023; 8/7/2023.

Article 31 (Salary) – The union proposed a one-year salary program with a 12% General Salary Increase (GSI) for the current Academic Year. Faculty last received a salary increase on July 1, 2022 (13 months ago) of only 3%. Inflation for the previous year topped 8%, meaning that faculty experienced a net loss of buying power of at least 5%. In the last year inflation has been roughly 4%. Further, the salary structure for faculty is broken. For the majority of faculty there is little to no movement in any given year outside of a negotiated GSI. Thousands of faculty are clumped at the bottom of the two lowest salary ranges, and there remains little access to mechanisms that would move them out of that lowest slot. The union proposes to lift the floor of the salary structure to make it consistent with similar professions (such as K-12 public educators and post-Doctoral employees in the University of California system). The employer rejected the union's proposals and countered (twice) with identical offers of a 4% GSI only, moving to a 5% GSI only in the last bargaining session. The union presented evidence, based on employer data, of financial ability to pay the raises in the union's proposals. For its part, management simply stated that it has decided to allocate its funds differently and 5% is all it is prepared to offer faculty. Management did not make an inability to pay argument, and senior managers in the CSU have recently received wage increases of up to 29%. The union seeks to double the additional monthly salary for faculty who serve in the position of Department Chair, from \$80/month to \$160/month; the two sides have come close agreement on this topic. 5/1/2023 (Sunshine); 5/31/2023; 8/1/2023; 8/7/2023. Employer passes: 7/20/2023; 8/1/2023, 8/7/2023.

Article 32 (Benefits) – The employer proposed increasing faculty parking rates by \$2/month, not to exceed \$24/year. This further undermines management's sub-inflation 5% offer in salary. The union seeks to modernize benefits coverage that have not changed in more than 30 years. Life

insurance and accidental death and dismemberment (AD&D) insurance coverage recommendations have increased dramatically since these article sections were last considered. The union proposed increasing life insurance coverage to the industry-recommended 10x to 15x annual income, or \$500,000 (from \$50,000, a number that has not changed since 1987) and AD&D coverage to \$100,000 (from \$50,000, a number that has not changed since 1991). The union seeks to increase health and well-being amongst faculty by removing the “nominal fee” charged to access recreational facilities. The union seeks to increase faculty health and well-being and help address climate change by expanding alternative transportation programs using revenue from parking. Employer passes: 7/20/2023; 8/7/2023. Union pass 8/1/2023.

Article 37 (Health and Safety) – The union seeks to expand health and safety on campus, particularly for the most vulnerable and the most surveilled faculty. Around the world, people are confronting the legacy of slavery and colonialism along with the role of police in oppressing Asian, Black, Chicanx/Latinx, and Indigenous communities. Faculty (and students) of color have long expressed experiences with profiling by campus police that make them feel unsafe in the workplace. Moreover, many faculty struggle with how to resolve conflicts with students or how to best react to mental health crises in ways that will not provoke an encounter with campus police. And faculty sometimes experience disputes among themselves that are best dealt with in non-criminal ways that seek just resolutions. The union has proposed a number of ways to increase the safety of faculty who interact with campus police, including ensuring that police are unarmed in any instance in which such force is uncalled for. The employer has rejected them all and questioned the scope of faculty rights to be safe in their workplaces. The union seeks safety for faculty who are trans, non-binary, or gender non-conforming by establishing safe, accessible gender-inclusive restrooms and changing rooms. The union seeks safety for lactating faculty who need accessible, private lactation facilities in close proximity to their workspace. The employer has rejected any enforceable provisions to Article 37, and instead proposed a non-binding Memorandum of Understanding (MOU) for safe restrooms/changing rooms and lactation spaces. Union passes: 5/1/2023 (Sunshine); 5/31/2023; 8/1/2023. Employer passes: 7/20/2023 (MOU); 8/7/2023 (MOU).

Ground Rules

At the first in-person meeting between the parties, CSU management sought to set limits on the number of people on the CFA bargaining team as well as limit hybrid (in-person and Zoom) participation. Failing to come close to agreement, the parties agreed to suspend negotiating ground rules in order to bargain over substantive matters. CSU management has made it clear that it does not intend to waive its right to bargain over ground rules. Employer passes: 6/9/2023; 6/27/2023. Union passes: 6/9/2023; 6/27/2023.

In sum, the union seeks to achieve rights, respect, and justice in bargaining. The union’s proposals reflect input and direction from members (including survey responses from approximately 9,000 faculty in the unit) who are concerned with stagnant salaries, workload, parental leave, employer-provided benefits that are in keeping with the times, and health and safety. Managers in the CSU seek status quo or non-binding MOUs on most substantive issues except for a paltry salary increase that lags behind inflation and is further undercut by an increase in the cost to come to work (parking rates). While the union is filing to impasse on its own, CSU management negotiators tended to agree at the last meeting on August 7, 2023, that the parties

are far apart with little to no room for movement from the CSU administration.

Again, we are eager to resolve our conflicts, as faculty in this unit have not received salary increases since July 1, 2022.

Yours truly,



Kevin Wehr
Professor, Sacramento State University
Chair of CFA Bargaining Team

bdj

cc: Joseph Jelincic, California State University, Assistant Vice Chancellor, Collective Bargaining
Steve James, California State University, Labor Relations Advisor
Leora Freedman, California State University, Vice Chancellor, Human Resources

PROOF OF SERVICE

I declare that I am a resident of or employed in the County of _____,
State of _____. I am over the age of 18 years. The name and address of my
Residence or business is _____

On _____, I served the _____
(Date) (Description of document(s))

_____ in Case No. _____
(Description of document(s) continued) PERB Case No., if known)

on the parties listed below by (check the applicable method(s)):

placing a true copy thereof enclosed in a sealed envelope for collection and
delivery by the United States Postal Service or private delivery service following
ordinary business practices with postage or other costs prepaid;

personal delivery;

electronic service - I served a copy of the above-listed document(s) by
transmitting via electronic mail (e-mail) or via e-PERB to the electronic service
address(es) listed below on the date indicated. *(May be used only if the party
being served has filed and served a notice consenting to electronic service or has
electronically filed a document with the Board. See PERB Regulation 32140(b).)*

(Include here the name, address and/or e-mail address of the Respondent and/or any other parties served.)

I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct and that this declaration was executed on _____,
(Date)
at _____
(City) (State)

(Type or print name)

(Signature)