



STATE OF CALIFORNIA
PUBLIC EMPLOYMENT RELATIONS BOARD
UNFAIR PRACTICE CHARGE

DO NOT WRITE IN THIS SPACE:

Case No:

Date Filed:

INSTRUCTIONS: File this charge form via the e-PERB Portal, with proof of service. Parties exempt from using the e-PERB Portal may file the original charge in the appropriate PERB regional office (see PERB Regulation 32075), with proof of service attached. Proper filing includes concurrent service and proof of service of the charge as required by PERB Regulation 32615(c). All forms are available from the regional offices or PERB's website at www.perb.ca.gov. If more space is needed for any item on this form, attach additional sheets and number items.

IS THIS AN AMENDED CHARGE?

YES ☐

If so, Case No.

NO ☒

1. CHARGING PARTY:

EMPLOYEE ☐

EMPLOYEE ORGANIZATION ☐

EMPLOYER ☒

PUBLIC¹ ☐

a. Full name:

Trustees of the California State University

b. Mailing address:

410 Golden Shore, Long Beach, CA 90802

c. Telephone number:

(562) 951-4000

d. Name and title of
person filing charge:

Timothy G. Yeung

E-mail Address:

tyeung@sloansakai.com

Telephone number: (916) 258-8800

e. Bargaining unit(s)
involved:

Unit 3 (California Faculty Association)

2. CHARGE FILED AGAINST: (mark one only)

EMPLOYEE ORGANIZATION ☒

EMPLOYER ☐

a. Full name:

California Faculty Association

b. Mailing address:

1111 K Street, Sacramento, CA, 95814-2716

c. Telephone number:

(916) 441-4848

d. Name and title of
agent to contact:

Janeth Rodriguez, Executive Director

E-mail Address:

jrodriguez@calfac.org

Telephone number: (916) 407-6325

3. NAME OF EMPLOYER (Complete this section only if the charge is filed against an employee organization.)

a. Full name:

Trustees of the California State University

b. Mailing address:

410 Golden Shore, Long Beach, CA 90802

4. APPOINTING POWER: (Complete this section only if the employer is the State of California. See Gov. Code, § 18524.)

a. Full name:

b. Mailing address:

c. Agent:

¹ An affected member of the public may only file a charge relating to an alleged public notice violation, pursuant to Government Code section 3523, 3547, 3547.5, or 3595, or Public Utilities Code section 99569.

5. GRIEVANCE PROCEDURE

Are the parties covered by an agreement containing a grievance procedure which ends in binding arbitration?

Yes ☒ No ☐ Unknown ☐

6. STATEMENT OF CHARGE

- a. The charging party hereby alleges that the above-named respondent is under the jurisdiction of: (check one)
- ☐ Educational Employment Relations Act (EERA) (Gov. Code, § 3540 et seq.)
- ☐ Ralph C. Dills Act (Gov. Code, § 3512 et seq.)
- ☒ Higher Education Employer-Employee Relations Act (HEERA) (Gov. Code, § 3560 et seq.)
- ☐ Meyers-Milias-Brown Act (MMBA) (Gov. Code, § 3500 et seq.)
- ☐ One of the following Public Utilities Code Transit District Acts: San Francisco Bay Area Rapid Transit District Act (SFBART Act) (Pub. Util. Code, § 28848 et seq.), Orange County Transit District Act (OCTDA) (Pub. Util. Code, § 40000 et seq.), Sacramento Regional Transit District Act (Sac RTD Act) (Pub. Util. Code, § 102398 et seq.), Santa Clara VTA, (Pub. Util. Code, § 100300 et seq.), and Santa Cruz Metro (Pub. Util. Code, § 98160 et seq.)
- ☐ The Los Angeles County Metropolitan Transportation Authority Transit Employer-Employee Relations Act (TEERA) (Supervisory Employees of the Los Angeles County Metropolitan Authority (Pub. Util. Code, § 99560 et seq.)
- ☐ Trial Court Employment Protection and Governance Act (Trial Court Act) (Article 3; Gov. Code, § 71630 – 71639.5)
- ☐ Trial Court Interpreter Employment and Labor Relations Act (Court Interpreter Act) (Gov. Code, § 71800 et seq.)
- b. The specific Government or Public Utilities Code section(s), or PERB regulation section(s) alleged to have been violated is/are: Gov. Code sections 3571.1(a), (c) Unknown ☐
- c. For MMBA, Trial Court Act and Court Interpreter Act cases, if applicable, the specific local rule(s) alleged to have been violated is/are **(a copy of the applicable local rule(s) MUST be attached to the charge):**
- d. Provide a clear and concise statement of the conduct alleged to constitute an unfair practice including, where known, the time and place of each instance of respondent's conduct, and the name and capacity of each person involved. This must be a statement of the facts that support your claim and *not conclusions of law*. A statement of the remedy sought must also be provided. (Use and attach additional sheets of paper if necessary.) See attached ☒
- Statement attached.

DECLARATION

I declare under penalty of perjury that I have read the above charge and that the statements herein are true and complete to the best of my knowledge and belief and that this declaration was executed on 04/25/2025

at Sacramento, CA

(Date)

(City and State)

Timothy G. Yeung

(Type or Print Name and Title, if any)

(Signature)

Mailing Address: 555 Capitol Mall, Ste. 600, Sacramento, CA 95814

E-Mail Address: tyeung@sloansakai.com

Telephone Number: (916) 258-880

PROOF OF SERVICE

I declare that I am a resident of or employed in the County of Sacramento,
State of California. I am over the age of 18 years. The name and address of my
Residence or business is 555 Capitol Mall, Suite 600, Sacramento, CA 95814
555 Capitol Mall, Suite 600, Sacramento, CA 95814

On 04/25/2025, I served the Unfair Practice Charge w Attachments
(Date) (Description of document(s))

(Description of document(s) continued) in Case No. TBA
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.)

Janeth Rodriguez, Executive Director
California Faculty Association
1111 K Street
Sacramento, CA 95814-2716

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 04/25/2025,
(Date)
at Sacramento California
(City) (State)

Angela M. Adame



(Type or print name)

(Signature)

Attachment

STATEMENT OF CHARGE

Section 6(d)

I. INTRODUCTION

1. The Trustees of the California State University (“CSU”) files this unfair practice charge against the California Faculty Association (“CFA”) on the grounds that CFA violated Government Code sections 3571.1 (a) and (c) by: 1) refusing to meet and confer in good faith over ground rules for successor bargaining; 2) repudiating the parties’ established practice to limit bargaining to bargaining team members; and 3) unilaterally broadcasting the parties’ bargaining session to its bargaining unit members. CFA’s actions have forced CSU to either accept their unilateral change or to refuse to bargain. CFA and the CSU are currently in successor contract negotiations for a collective bargaining agreement that expires on June 30, 2025. The parties have no known history of allowing observers other than student observers as required by law. CFA unilaterally decided to change this past practice to allow an unlimited number of observers to attend bargaining, whether in person or online. If CFA wishes observers to attend negotiations, it has to bargain with CSU for the right to do so.

II. JURISDICTIONAL ALLEGATIONS

2. The Trustees of the California State University is an employer subject to the Higher Education Employer-Employee Relations Act (“HEERA”) (Gov. Code, § 3560 et. seq.) (Gov. Code, § 3562, subd. (g).) The California State University (“CSU”) system is the nation’s largest university system, with 23 campuses and seven off-campus centers, approximately 461,000 students, and 63,000 faculty and staff.

3. The California Faculty Association (“CFA”) is the “recognized organization” that is the exclusive representative of Unit 3, the statewide bargaining unit of faculty employees at the CSU. (Gov. Code, §3562, subd. (p).)

4. As set forth in more detail below, the material allegations alleged in this unfair practice charge occurred within the last six months of the filing of this unfair practice charge.

III. STATEMENT OF FACTS

5. The CSU and CFA are parties to a CBA that will expire on June 30, 2025. (Feb. 3, 2022 – June 30, 2025 collective bargaining agreement, **Exh. 1**¹). Pursuant to HEERA, prior to commencing negotiations for a successor collective bargaining, the parties

¹ <https://www.calstate.edu/csu-system/faculty-staff/labor-and-employee-relations/Pages/unit3-cfa.aspx>

exchanged initial proposals that were made public at the November 2024 Board of Trustees meeting. CFA provided their initial bargaining proposals via a letter dated October 31, 2024. In the letter, CFA stated “[a]s we did in the last round of bargaining, CFA intends to invite participation from all CFA members.” (October 31, 2024 Letter from Ms. Sheffield, **Exh. 2.**)

6. On December 20, 2024, the CSU, via letter, informed CFA that the CSU is not in agreement to change the established past practice of limiting the attendees at bargaining sessions to the respective bargaining teams, which have been thirty (30) people or less. (December 20, 2024 Letter from Joseph J. Jelincic, **Exh. 3**). The CSU also reminded CFA that there was no agreement to allow observers in the 2023 re-opener negotiations. Rather, as CFA refused to exclude observers, the CSU agreed to move forward with bargaining, under protest and with a clearly stated position that this did not signify a change in the parties’ consistently applied practice regarding observers. Both sides also reserved the right to return to the issue of observers in ground rule negotiations. Ultimately, the parties were not able to reach agreement, leading the parties to impasse, where one of the issues submitted to impasse was whether observers could attend bargaining. At the conclusion of the impasse procedure, CFA chose to strike. The CSU believes that the presence of unlimited observers was a factor in the parties’ inability to come to a peaceful resolution. (December 20, 2024 Letter from Joseph J. Jelincic, **Exh. 3.**)

7. Prior to the 2023 re-opener negotiations, the CSU had no knowledge that in the nearly 40 years the parties have been bargaining, that the CFA bargaining team ever exceeded 30 people. CFA also admitted that for at least the last ten years, absent student representatives as required by HEERA, observers have not attended bargaining sessions. In addition, prior to the pandemic, the parties have always met in-person.

8. On December 20, 2024, Ms. Sheffield responded via email, stating that she disagreed with the CSU’s position regarding observers. (December 20, 2024 Email from Ms. Sheffield, **Exh. 4.**)

9. The parties had their first negotiation session for a successor CBA on March 29, 2025, at CFA’s headquarters in Sacramento. When the parties met, CFA had approximately 39 individuals present in person and an unknown amount present via Zoom. CFA introduced the members of their almost 50-member bargaining team and indicated the rest of the individuals present online were either observers and/or staff.

10. CSU reiterated that the parties had not agreed to observers and their presence constituted a unilateral change. CSU further requested CFA to excuse the observers so the parties could negotiate ground rules, which may or may not allow for observers. CSU also explained that it strongly believed that the presence of unlimited observers was not conducive to frank and honest discussions that are needed to obtain mutual agreement.

CFA refused to excuse the observers even though there was no agreement by CSU to allow their presence at bargaining.

11. As the CSU was ready and willing to engage in good faith bargaining, the CSU reluctantly agreed to exchange proposals on ground rules via email to see if the parties could resolve the issue of observers and move on to bargain over more substantial issues. The parties exchanged six (6) proposals. In addition to topics such as virtual participation, location, and audio and video recording, the CSU proposed that the “Bargaining sessions will be closed to the public. Non-team members, including subject-matter experts, may attend only with mutual agreement.” (CSU Proposal #1, **Exh. 5.**)

12. In response, CFA accepted some of CSU’s ground rules and proposed others. However, with respect to observers, the CFA proposed that “Neither side shall limit the participation of CSU-affiliated individuals.” (CFA Proposal #1, **Exh. 6.**)

13. In its second proposal, CSU agreed to some of CFA’s ground rule proposals but maintained that the presence of observers should only be through mutual agreement. (CSU Proposal #2, **Exh. 7.**)

14. CFA’s second proposal brought the parties closer on all topics other than observers. On this topic, CFA continued to insist on essentially unlimited observers. CFA specifically proposed that “Neither side shall limit the participation of CSU-affiliated individuals. CFA agrees to publish its bargaining team members on a publicly available website. CFA agrees to limit the participation of non-bargaining team members who attend virtually to 1,000.” CFA stated that the only reason it limited online attendance of observers to 1,000 is because their Zoom license did not allow for more than 1,000 participants. (CSU Proposal #2, **Exh. 8.**)

15. The parties met again on April 4, 2025. The CSU again traveled to CFA’s headquarters in Sacramento. CSU asked if CFA would have observers again in bargaining. CFA confirmed they did have observers. CSU asked CFA to exclude observers so that the parties could have a discussion about ground rules. CFA refused.

16. Although CSU’s desire to meet in person was being frustrated by CFA’s refusal to excuse the observers, in order to continue the bargaining process, the CSU attempted to negotiate on ground rules via email. (CSU Proposal #3, **Exh. 9** and CFA Proposal #3, **Exh. 10.**) Through email, the parties exchanged proposals. As the parties continued to remain far apart on the issue of observers at the end of the second day of negotiations, the parties agreed to engage the services of a mediator during the next bargaining session on April 25, 2025. The mediation occurred on April 25, 2025, but was not successful.

IV. CFA COMMITTEED A *PER SE* VIOLATION OF ITS DUTY TO MEET AND CONFER IN GOOD FAITH BY UNILATERALLY ALLOWING OBSERVERS TO ATTEND NEGOTIATIONS

17. Unlike the National Labor Relations Board (“NLRB”), PERB has long held that ground rules are a mandatory subject of bargaining. (*Orange County Employees Association* (2018) PERB Decision Nol. 2594-M, at p 8 (“*Orange County*”).) In explaining its rationale for making ground rules a mandatory subject of bargaining, the Board held that to permit a party to “decide at the outset how many hours or days will finally be required and at what times negotiations shall take place and over what duration per session is to apply an inherently unrealistic formula to these arrangements and, by definition, to establish an unreasonably inflexible and mechanistic policy.” (*Anaheim Union High School District* (1981) PERB Decision No. 177, p. 10, citing *Borg-Warner Corp.* (1972) 198 NLRB 726.) Accordingly, the Board has “reaffirmed this rule time and again.” (*Orange County*, at p. 9.)

18. Moreover, PERB has expressly held that the number of observers at bargaining is a ground rule that must be bargained. (*Petaluma City Elementary School District* (2016) PERB Decision No. 2485, pp. 25-34 (“*Petaluma*”).) In *Petaluma*, the Board held that, “the Legislature intended that negotiations under EERA would be attended only by the parties’ representatives, absent an agreement or established practice to the contrary.” (*Id.* at p. 28.) The Board reached this conclusion, in part, on the fact that the Educational Employment Relations Act provides that bargaining sessions are not subject to California’s open meetings laws, “unless the parties mutually agree otherwise.” (*Ibid*; see *Gov. Code*, §3549.1.) Notably, that same EERA provision exists in the HEERA in Government Code section 3596. (Gov. Code, §3596 [“All the proceedings set forth in this section shall be exempt from the provisions of Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2, and Section 92030 of the Education Code, unless the parties mutually agree otherwise...”].) After examining appellate authority and the opinions of the California Attorney General, the Board concluded that, “... neither party can insist on negotiations that are open beyond attendance by the specified negotiation teams.” (*Orange Petaluma*, at p. 28-29.)

19. Here, it is undisputed that the parties began to bargain over ground rules. The CSU proposed limiting the attendees at bargaining sessions to the bargaining team members which have historically numbered 50 or fewer people. In contrast, CFA proposed allowing up to 1,000 observers to attend bargaining sessions in addition to its bargaining team. The parties never reached agreement on the number of observers allowed during bargaining sessions. Yet, despite not having reached agreement, CFA has unilaterally allowed observers into the parties’ bargaining sessions over the objections of CSU. This constitutes a *per se* violation of CFA’s duty to meet and confer in good faith.

20. As set forth above, the CSU and CFA have not had an established past practice of allowing observers, other than student representatives, as required by HEERA. Prior to the 2023 re-opener negotiations², the CSU had no knowledge that in the nearly 40 years the parties have been bargaining, that the CFA bargaining team ever exceeded 30 people. CFA also admitted that for at least the last ten years, the only observers that have been allowed to attend bargaining are student representatives. To the extent that a handful of non-bargaining team faculty members may have attended a CBA bargaining session some time prior to the last ten years, such occurrence clearly did not establish a past practice of allowing unlimited observers to attend. Nor did it establish a practice of allowing anyone who claims affiliation with the CSU, as CFA proposes, which could include non-current CFA members. Accordingly, in allowing unlimited observers to attend bargaining either in-person or via online, CFA has also made a unilateral change in past practice.

21. CFA's unilateral decision to invite observers into bargaining sessions also constitutes a violation of the duty to meet and confer in good faith under the surface bargaining or totality of the circumstances test. (*Stock Unified School District* (1980) PERB Decision No. 143, p. 24.) As noted by the Board in *Petaluma*, the presence of observers is not conducive to the orderly, informal and frank decision of the issues. (*Petaluma*, at p. 33.) This is exactly what has happened here. CFA, as the exclusive representative of faculty, has a process to select bargaining team members to represent faculty in bargaining. In addition to CFA staff, CFA has appointed 41 faculty members to its bargaining team to represent the employees. The CSU management bargaining team currently has 9 members. To force the CSU to bargain with not just the nearly 50 person bargaining team, but an unknown number of observers has negatively impacted bargaining by forcing the parties to exchange proposals electronically, without the back and forth discussions that can occur in bargaining. There can be no question that refusing to bargain directly with another party is inconsistent with meeting and conferring in good faith. But that has been the result of CFA's unilateral decision to invite observers into bargaining. There is no question that CFA's actions have impeded bargaining and constitute a violation even under a surface bargaining theory.

22. In refusing to excuse the observers, CFA has put the CSU in a no-win situation of either acceding to CFA's unilateral change of allowing up to 1,000 observers during bargaining or refusing to bargain directly with CFA. The CSU attempted a compromise with respect to ground rules by exchanging proposals via email. However, bargaining in such a manner inhibits the necessary in-person discussions needed to reach agreement to modify the more substantial provisions of the CBA.

² During the 2023 re-opener negotiations, the parties were clear that the presence of observers was made on a non-precedent setting basis.

Trustees of the California State University v. California Faculty Association
Statement of Charge
April 25, 2025
Page 6

V. UNFAIR PRACTICE CHARGE

23. By the conduct described above, CFA violated Government Code sections 3571.1 (a) and (c) by: 1) refusing to meet and confer in good faith over ground rules for successor bargaining; 2) repudiating the parties' established practice to limit bargaining to bargaining team members; and 3) unilaterally broadcasting the parties' bargaining session to its bargaining unit members.

VI. RELIEF REQUESTED

1. An Order directing CFA to cease and desist from allowing observers to participate in bargaining sessions prior to an agreement reached by the parties;
2. Order CFA to post a notice at all places where notices to CFA bargaining unit members are customarily posted stating that CFA violated the HEERA. If CFA regularly communicates with bargaining unit members electronically, CFA should also be ordered to transmit the notice to employees electronically in the same manner;
3. A finding that CFA's violation was willful and sufficiently egregious to warrant the imposition of additional sanctions, including the payment of attorneys' fees and costs incurred by Respondent; and
4. Any other relief the Board deems just and proper.

Declaration (PERB Reg. 32640(c))

I, Joseph Jelincic, declare as follows:

I am the Interim Associate Vice Chancellor for Collective Bargaining & Labor Relations at the California State University and am authorized to make this declaration. I declare under penalty of perjury under the laws of the State of California, that I have read the above charge and that the statements herein are true and complete to the best of my knowledge and belief.

Executed this 25th day of April 2025, at Long Beach, California.

Signed by:

360484624021450
Joseph Jelincic

EXHIBIT 2



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

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

October 31, 2024

BY EMAIL AND US POSTAL SERVICE

Joseph Jelincic
Assistant Vice Chancellor, Collective Bargaining
The California State University
401 Golden Shore
Long Beach, CA 90802

RE: Bargaining

Dear Mr. Jelincic,

Pursuant to Article 41.2 of the Collective Bargaining Agreement (CBA), the California Faculty Association (CFA) requests to bargain over all articles contained in the CBA. Additionally, the union seeks to bargain over Academic Freedom and Artificial Intelligence. Attached, please find CFA's public notice of intent to bargain.

In the coming weeks, the union will make appointments to the CFA Bargaining Team. As we did in the last round of bargaining, CFA intends to invite participation from all CFA members. In order to achieve an agreement as soon as possible, CFA's Bargaining Team will make itself available beginning in the spring semester. We can discuss dates by phone or email, and Thursday/Friday sessions are preferable.

We are open to Zoom or in-person sessions in union or campus spaces that can accommodate our teams. In-person locations must accommodate remote participation by CFA members for whom travel is inconvenient or poses a barrier/health risk to exercise union rights.

Sincerely,

Kathy Sheffield
Director of Representation and Bargaining

Cc: Kevin Wehr, CFA Bargaining Team Chair
Lisa Kawamura, CFA Contract Development and Bargaining Strategy Committee Chair
California State University Board of Trustees

Attachment

**Public and Written Notice for the California Faculty Association (CFA) to Commence
Negotiations for a Successor Collective Bargaining Agreement to
Take Effect on July 1, 2025**

CFA's Board of Directors has adopted a set of initial ("sunshine") bargaining proposals for a successor Unit 3 contract for presentation to the California State University (CSU) Board of Trustees at its November 2024 board meeting.

We expect the CSU's labor relations professionals to make themselves available to meet with CFA's bargaining team early in 2025.

In preparing this notice, we consulted widely with our members and are continuing to do so throughout the fall to collect input from faculty at all twenty-three of the CSU campuses. Faculty are concerned about respect and dignity in their professions, the state of academic freedom, fair access for the students of California, and equity and racial and social justice within the CSU.

We seek a successor agreement that improves compensation and builds on the gains we achieved in reopener bargaining this year. In successor negotiations, CFA intends to bargain with CSU management to:

Improve salaries at all ranks and in all ranges and ameliorate salary equity problems such as compression, inversion, outdated starting salaries, and the salary structure itself.

Address salary inequities correlated with race, gender, and other identities.

Provide stability in appointments and assignments for temporary and permanent employees, focusing on greater job stability for erroneously deemed "temporary" faculty.

Define workload for all faculty based on pedagogically appropriate class sizes, professionally recognized counselor to student ratios, contemporary librarian responsibilities, and coaching duties (both on and off the field).

Enhance support for academic freedom, in and out of the classroom, as it is the indispensable requisite for unfettered teaching and research in institutions of higher education.

Ensure faculty rights and protect the integrity of work and knowledge that may be impacted by developments in artificial intelligence.

Increase provisions and improvements for faculty and students of color, women, people with disabilities, and LGBTQIA+ individuals, in accordance with CFA's anti-racism and social justice mission.

Fully recognize (in compensation and assignments) faculty who serve the needs of California's diverse and deserving student population.

Develop and implement evaluation processes that are fair, appropriate, and that acknowledge and address biases and overreliance on student opinions.

Improve paid leaves including family leave.

Provide greater rights for campus health and safety.

Revise the grievance and discipline appeals processes to provide for more efficiency and execution of due process.

Revise the Maritime Academy Cruise Memorandum of Understanding (MOU) to increase pay and benefits of cruise faculty to levels commensurate with the nature of the cruise assignment, the level of faculty responsibility for students aboard ship and in ports of call, and the level of responsibility for the safety of the ship and the crew.

In bargaining over these rights, CFA expects to bargain over every single article in the contract.

EXHIBIT 3

Office of the Vice Chancellor
401 Golden Shore
Long Beach, CA 90802-4210

www.calstate.edu

Joseph J. Jelincic III
Assistant Vice Chancellor, Collective Bargaining
Tel.: 562-951-4344
E-mail: jjelincic@calstate.edu

SENT VIA E-MAIL

December 20, 2024

Ms. Kathy Sheffield
Director of Representation and Bargaining
California Faculty Association (CFA)
1110 K Street
Sacramento, CA 95814-2716
ksheffield@calfac.org

Re: Ground Rules for Upcoming Bargaining

Dear Ms. Sheffield:

This letter is to address CFA's statement in your October 31st letter, that "CFA intends to invite participation from all CFA members." As you are aware, the past practice has been to limit the faculty attendees to CFA bargaining team members, which has been 30 people or less.

This issue arose during the 2023 re-opener negotiations. The University expressed our concerns and, ultimately, our objections to limitless observers and participants. To move forward, we agreed under protest, and a clearly stated position that this did not signify a change in our consistently applied practice regarding observers, and both sides reserved the right to return to ground rule negotiations. This position was intended to maintain a flexible and open environment for discussions. While this was done to move those re-opener negotiations forward, it quickly became clear that the open environment was not productive.

PERB has held that "ground rules must be bargained over just as any other mandatory subject of bargaining." (*Orange County Employees Assoc., et. al v. County of Orange* (2018) PERB Decision No. 2594-M.) Absent agreement, the default rule for negotiations is that observers are excluded from negotiations. (*Petaluma Fed. Of Teachers v. Petaluma City Elementary School District* (2016), PERB Decision No. 2485).

CSU Campuses
Bakersfield
Channel Islands
Chico
Dominguez Hills
East Bay

Fresno
Fullerton
Humboldt
Long Beach
Los Angeles
Maritime Academy

Monterey Bay
Northridge
Pomona
Sacramento
San Bernardino
San Diego

San Francisco
San José
San Luis Obispo
San Marcos
Sonoma
Stanislaus

To the extent that CFA would like observers to be present, mutual agreement must be reached by the parties, not by a unilateral declaration. If you would like to meet to discuss the ground rules, please contact me. Otherwise, observers must be excluded from negotiations (including negotiations over ground rules), pursuant to the parties' established practices and PERB precedent.

Sincerely,

A handwritten signature in black ink, appearing to read "Joe Delincic III", written over a horizontal line.

JOSEPH J. DELINCIC III
Assistant Vice Chancellor, Collective Bargaining

CC: Dr. Kevin Wehr, CFA Vice President and Chair of Bargaining
Stefanie Gusha, Sr. Director - Collective Bargaining, Office of the Chancellor
Steve James, Labor Relations Advisor, Office of the Chancellor

EXHIBIT 4

From: [Kathy Sheffield](#)
To: [Jelincic, Joseph J.](#)
Cc: [Gusha, Stefanie](#); [James, Steve](#); [Kevin Wehr](#); [Charles Toombs](#); [Janeth Rodriguez](#); [Bryan Justman](#)
Subject: RE: Ground Rules for Upcoming Bargaining
Date: Friday, December 20, 2024 2:54:55 PM
Attachments: [image001.png](#)

This Message Is From an External Sender
This message came from outside your organization.

[Report Suspicious](#)

Hi Joseph.

Received.

I disagree that we have an established past practice. While your letter invites the union to bargain over the matter, you suggest that it is your right to unilaterally decide that some CFA members are excluded from observing and/or participating in bargaining at the outset. Dictating who may represent CFA is not your call to make.

We look forward to getting to the table in the new year when our members are back on contract, and I fully expect to take up this topic when we do.

Best,

k

Kathy Sheffield (she/her/hers)
Director of Representation and Bargaining

California Faculty Association
1110 K Street
Sacramento, CA 95814
ksheffield@calfac.org
(510) 421-0555

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From: Jelincic, Joseph J. <jjelincic@calstate.edu>

Sent: Friday, December 20, 2024 1:28 PM

To: Kathy Sheffield <KSheffield@calfac.org>

Cc: Gusha, Stefanie <sgusha@calstate.edu>; James, Steve <sjames@calstate.edu>; Kevin Wehr <kevin_wehr@calfac.org>

Subject: Ground Rules for Upcoming Bargaining

Kathy,

Please see the attached letter.

Thank you.

~ J

Joseph J. Jelincic III

Assistant Vice Chancellor, Collective Bargaining

Direct: 562-951-4344 | Main: 562-951-4455

401 Golden Shore, Long Beach CA 90802

www.calstate.edu



EXHIBIT 5

CSU/CFA Bargaining Ground Rules
March 28, 2025

The California Faculty Association (CFA) and the California State University (CSU) agree to the following ground rules for the current round of successor bargaining:

1. Bargaining will be held primarily face-to-face. Virtual participation (e.g., via Zoom) may be permitted if extenuating circumstances arise, subject to mutual agreement. Team members participating virtually should be on camera, whenever possible. If virtual participation is used, both parties shall have equal access to the virtual platform, including chat functions.
2. Location selection (i.e., selecting campus location or other office spaces) will normally alternate between the parties. Rooms for the bargaining, along with appropriate caucus rooms, will be agreed to by both sides prior to final scheduling. The party selecting the space is responsible for any associated cost, unless there is mutual agreement otherwise.
3. Negotiation teams shall be of a reasonable size. There shall be no more than 50 bargaining team members (representatives) from each side.
4. Each side shall provide the other side with a list of bargaining team members before the first bargaining session. Any changes shall be promptly communicated to the other side, but no less than 48 hours in advance of a meeting, except where there is mutual agreement to changes with less notice.
5. Bargaining sessions will be closed to the public. Non-team members, including subject-matter experts, may attend only with mutual agreement.
6. Student representatives, as set forth by the Higher Education Employer-Employee Relations Act (HEERA), can attend joint bargaining sessions.
7. The attendance of observers, including their number and any requirements, shall be subject to mutual agreement.
8. No audio or video recordings shall be permitted during bargaining sessions. The use of artificial intelligence technologies with access to session audio or video is prohibited. This prohibition includes using A.I. for notetaking, creating transcripts, or for other purposes.
9. Tentative agreements will be reduced to writing, dated, and initialed by at least one designated representative from each side.
10. These ground rules may be modified at any time by mutual agreement of the parties. After bargaining concludes, either party may propose new ground rules in future rounds of successor bargaining.

For CFA:

For the CSU:

CSU Proposal #1
03/28/2025

EXHIBIT 6

CSU/CFA Bargaining Ground Rules

The CFA and CSU agree to the following ground rules for bargaining sessions in 2025.

1. Bargaining shall be held primarily face-to-face with a virtual option.
2. The parties agree to show up on agreed upon, scheduled dates (travel, weather, and unexpected events notwithstanding). Should either party cancel, the party shall supply at least 4 weeks (28 days) notice or bear the travel costs of the other party.
3. Location selection (i.e., selecting campus location or other office spaces) will normally alternate between the parties. The party selecting the space is responsible for any associated cost, unless there is mutual agreement otherwise. All bargaining locations shall be equipped with adequate technological capacity for virtual participation and amplification to ensure accessibility. The hosting party shall supply parking, caucus space, restrooms, electric outlets for charging computers and phones, and access to printer and copy machines to facilitate passing proposals to the non-hosting party.
4. Student representatives, as set forth by the Higher Education Employer-Employee Relations Act (HEERA), can attend joint bargaining sessions. Neither side shall limit the participation of CSU-affiliated individuals.
5. No audio or video recordings shall be permitted during bargaining sessions. The use of artificial intelligence (A.I.) technologies with access to session audio or video is prohibited. This prohibition includes using A.I. for notetaking, creating transcripts, or for other purposes.
6. Tentative agreements shall be reduced to writing, dated, and initialed by a representative from each side.
7. These ground rules may be modified at any time by mutual agreement of the parties. After bargaining concludes, either party may propose new ground rules in future rounds of successor bargaining.

For CFA:

For the CSU:

EXHIBIT 7

CSU/CFA Bargaining Ground Rules
March 28, 2025

The California Faculty Association (CFA) and the California State University (CSU) agree to the following ground rules for the current round of successor bargaining:

1. Bargaining will be held primarily face-to-face **with a virtual option**. ~~Virtual participation (e.g., via Zoom) may be permitted if extenuating circumstances arise, subject to mutual agreement.~~
2. Team members participating virtually should be on camera, whenever possible. If virtual participation is used, both parties shall have equal access to the virtual platform, including chat functions.
3. **The parties agree to show up on agreed upon, scheduled dates (travel, weather, and unexpected events notwithstanding).**
4. Location selection (i.e., selecting campus location or other office spaces) will normally alternate between the parties. Rooms for the bargaining, along with appropriate caucus rooms, will be agreed to by both sides prior to final scheduling. The party selecting the space is responsible for any associated cost, unless there is mutual agreement otherwise. **The party selecting the space shall supply for bargaining team members: parking, caucus space, restrooms, electric outlets for charging computers and phones. Access to printer and copy machines to facilitate passing proposals to the other party shall also be supplied.**
5. Negotiation teams shall be of a reasonable size. There shall be no more than 50 bargaining team members (representatives) from each side.
6. **Sign-in sheets listing all individuals in attendance will be collected and shared for each bargaining session. Each side shall provide the other side with a list of bargaining team members before the first bargaining session. Any changes shall be promptly communicated to the other side, but no less than 48 hours in advance of a meeting, except where there is mutual agreement to changes with less notice.**
7. Bargaining sessions will be closed to the public. Non-team members, including subject-matter experts, may attend only with mutual agreement.
8. Student representatives, as set forth by the Higher Education Employer-Employee Relations Act (HEERA), can attend joint bargaining sessions.
9. The attendance of observers, including their number and any requirements, shall be subject to mutual agreement.
10. No audio or video recordings shall be permitted during bargaining sessions. The use of artificial intelligence technologies with access to session audio or video is prohibited. This prohibition includes using A.I. for notetaking, creating transcripts, or for other purposes.

CSU Proposal #2
03/28/2025

11. Tentative agreements will be reduced to writing, dated, and initialed by at least one designated representative from each side.
12. These ground rules may be modified at any time by mutual agreement of the parties. After bargaining concludes, either party may propose new ground rules in future rounds of successor bargaining.

For CFA:

For the CSU:

EXHIBIT 8

CSU/CFA Bargaining Ground Rules

The CFA and CSU agree to the following ground rules for bargaining sessions in 2025.

1. Bargaining shall be held primarily face-to-face with a virtual option. Individuals participating virtually should be on camera whenever possible. Each party shall have access to the virtual option, including chat sessions, for negotiation sessions. Each party shall host their own caucus sessions at the exclusion of the other party.
2. The parties agree to show up on agreed upon, scheduled dates (travel, weather, and unexpected events notwithstanding).
3. Sign-in sheets listing all individuals in attendance shall be collected and shared for each bargaining session.
4. Location selection (i.e., selecting campus location or other office spaces) will normally alternate between the parties. The party selecting the space is responsible for any associated cost, unless there is mutual agreement otherwise. All bargaining locations shall be equipped with adequate technological capacity for virtual participation and amplification to ensure accessibility. The hosting party shall supply parking, caucus space, restrooms, electric outlets for charging computers and phones, and access to printer and copy machines to facilitate passing proposals to the non-hosting party.
5. Student representatives, as set forth by the Higher Education Employer-Employee Relations Act (HEERA), can attend joint bargaining sessions.
6. Neither side shall limit the participation of CSU-affiliated individuals. CFA agrees to publish its bargaining team members on a publicly available web site. CFA agrees to limit the participation of non-bargaining team members who attend virtually to 1,000.
7. No audio or video recordings shall be permitted during bargaining sessions. The use of artificial intelligence (A.I.) technologies with access to session audio or video is prohibited. This prohibition includes using A.I. for notetaking, creating transcripts, or for other purposes.
8. Tentative agreements shall be reduced to writing, dated, and initialed by a representative from each side.
9. These ground rules may be modified at any time by mutual agreement of the parties. After bargaining concludes, either party may propose new ground rules in future rounds of successor bargaining.

CFA #2
March 28, 2025

For CFA:

For the CSU:

EXHIBIT 9

CSU/CFA Bargaining Ground Rules
April 4, 2025

The California Faculty Association (CFA) and the California State University (CSU) agree to the following ground rules for the current round of successor bargaining:

1. Bargaining will be held primarily face-to-face **with a virtual option**. ~~Virtual participation (e.g., via Zoom) may be permitted if extenuating circumstances arise, subject to mutual agreement.~~
2. Team members participating virtually should be on camera, whenever possible. If virtual participation is used, both parties shall have equal access to the virtual platform, including chat functions. **However, each party shall host their own virtual caucus sessions at the exclusion of the other party.**
3. **The parties agree to show up on agreed upon, scheduled dates (travel, weather, and unexpected events notwithstanding).**
4. Location selection (i.e., selecting campus location or other office spaces) will normally alternate between the parties. Rooms for the bargaining, along with appropriate caucus rooms, will be agreed to by both sides prior to final scheduling. The party selecting the space is responsible for any associated cost, unless there is mutual agreement otherwise. **The party selecting the space shall supply for bargaining team members: parking, caucus space, restrooms, electric outlets for charging computers and phones. Access to printer and copy machines to facilitate passing proposals to the other party shall also be supplied.**
5. Negotiation teams shall be of a reasonable size. There shall be no more than 50 bargaining team members (representatives) from each side.
6. **Sign-in sheets listing all individuals in attendance will be collected and shared for each bargaining session.** ~~Each side shall provide the other side with a list of bargaining team members before the first bargaining session. Any changes shall be promptly communicated to the other side, but no less than 48 hours in advance of a meeting, except where there is mutual agreement to changes with less notice.~~
7. Bargaining sessions will be closed to the public. Non-team members, including subject-matter experts, may attend only with mutual agreement.
8. Student representatives, as set forth by the Higher Education Employer-Employee Relations Act (HEERA), can attend joint bargaining sessions.
9. The attendance of observers, including their number and any requirements, shall be subject to mutual agreement.
10. No audio or video recordings shall be permitted during bargaining sessions. The use of artificial intelligence technologies with access to session audio or video is prohibited. This prohibition

CSU Proposal #3
04/04/2025

includes using A.I. for notetaking, creating transcripts, or for other purposes.

11. Tentative agreements will be reduced to writing, dated, and initialed by at least one designated representative from each side.
12. These ground rules may be modified at any time by mutual agreement of the parties. After bargaining concludes, either party may propose new ground rules in future rounds of successor bargaining.

For CFA:

For the CSU:

EXHIBIT 10

CSU/CFA Bargaining Ground Rules
April 4, 2025

The California Faculty Association (CFA) and the California State University (CSU) agree to the following ground rules for the current round of successor bargaining:

1. Bargaining will be held primarily face-to-face with a virtual option. Virtual participation (e.g., via Zoom) may be permitted if extenuating circumstances arise, subject to mutual agreement.
2. Team members participating virtually should be on camera, whenever possible. If virtual participation is used, both parties shall have equal access to the virtual platform, including chat functions. However, each party shall host their own virtual caucus sessions at the exclusion of the other party.
3. The parties agree to show up on agreed upon, scheduled dates (travel, weather, and unexpected events notwithstanding).
4. Location selection (i.e., selecting campus location or other office spaces) will normally alternate between the parties. Rooms for the bargaining, along with appropriate caucus rooms, will be agreed to by both sides prior to final scheduling. The party selecting the space is responsible for any associated cost, unless there is mutual agreement otherwise. The party selecting the space shall supply for bargaining team members: parking, caucus space, restrooms, electric outlets for charging computers and phones, and internet access. Access to printer and copy machines to facilitate passing proposals to the other party shall also be supplied. All bargaining locations shall be equipped with adequate technological capacity for virtual participation and amplification to ensure accessibility.
5. Given the parties' commitment to racial and social justice, transparency, and inclusion, negotiation bargaining teams shall be of a reasonable determine their own size. There shall be no more than 50 bargaining team members (representatives) from each side.
6. Sign-in sheets listing all individuals in attendance will be collected and shared for each bargaining session. Each side shall provide the other side with a list of bargaining team members before the first bargaining session. Any changes shall be promptly communicated to the other side, but no less than 48 hours in advance of a meeting, except where there is mutual agreement to changes with less notice.
7. Bargaining sessions will be closed to the public. Non-team members, including subject-matter experts, may attend only with mutual agreement. Neither side shall limit the participation of CFA members, MPP classification, or subject matter experts.
8. Student representatives, as set forth by the Higher Education Employer-Employee Relations Act (HEERA), can attend joint bargaining sessions.
9. The attendance of observers, including their number and any requirements, shall be subject to mutual agreement shall be limited to the technological capacity of 1000.

CFA #3
04/04/2025

10. No audio or video recordings shall be permitted during bargaining sessions. The use of artificial intelligence technologies with access to session audio or video is prohibited. This prohibition includes using A.I. for notetaking, creating transcripts, or for other purposes.
11. Tentative agreements will be reduced to writing, dated, and initialed by at least one designated representative from each side.
12. **The parties agree to present counterproposals in a way that tracks each other's proposals so that each side knows what has been rejected, agreed to, or modified.**
13. These ground rules may be modified at any time by mutual agreement of the parties. After bargaining concludes, either party may propose new ground rules in future rounds of successor bargaining.

For CFA:

For the CSU:
