

Statement of Charge

California Faculty Association v. California State University

The Parties

1. Charging party California Faculty Association (“CFA”) is the “exclusive representative” within the meaning of Government Code § 3562(i) of a bargaining unit of approximately 29,000 faculty employees employed by Respondent California State University (“CSU”), an “employer” within the meaning of Government Code § 3562(g), at its 23 campuses. The CFA-represented CSU employees include Lecturers, Assistant Professors, Associate Professors, Full Professors, Coaches, Counselors, and Librarians who are part of Bargaining Unit 3 (“Unit 3”).
2. At all times relevant, CFA and CSU have been parties to a collective bargaining agreement (“CBA”) covering terms and conditions of employment for employees in Unit 3. The parties have a current CBA which expires on June 30, 2025. The current CBA includes a grievance process that ends in binding arbitration.

Statement of Facts

1. On October 31, 2024, CFA supplied notice to the CSU that it intends to bargain over all articles contained in the CBA. Additionally, the union seeks to bargain over Academic Freedom and Artificial Intelligence. (See Attachment 1)
2. CFA’s current bargaining team is made up of 41 faculty members from all 23 campuses. The team includes faculty who are Lecturers, Assistant Professors, Associate Professors, Full Professors, Counselors, and Librarians. The team is missing a Coach representative, and CFA hopes to rectify this omission soon. CFA is additionally committed to “open” or “inclusive” bargaining, meaning that CFA’s leadership at every level (Assembly of Delegates from all 23 campuses, Board of Directors, and Unionwide Officers) has promised dues-paying members the opportunity to attend bargaining sessions via Zoom (teleconferencing services used by the union and referred to as “Zoom” hereafter). The inclusive bargaining should be understood as part of CFA’s almost decade-long effort to become an anti-racist and social justice union in which power and decision-making is no longer held in the hands of a few. Indeed, CFA’s internal governance changes are significant and connected to a larger and growing labor movement that seeks to reverse the trends of shrinking unionization in the United States.
3. On December 20, 2024, Joseph Jelincic of the CSU’s bargaining team informed CFA that it would not permit “observers” and that any attempt to allow faculty who are not on CFA’s official bargaining team would be seen as a unilateral change to past practice. (See Attachment 2)
4. On December 30, 2024, CFA’s Director of Representation and Bargaining emailed the CSU, acknowledging Mr. Jelincic’s letter and stating the following:

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.

(See Attachment 3)

5. The parties were scheduled to meet March 28, 2025, at CFA's Headquarters in Sacramento, but after a brief appearance in the CFA Conference Room, the CSU bargaining team refused to bargain in the same room due to the inclusion of faculty members and/or "observers" on Zoom. There were 35 bargaining team members in the CFA conference room and approximately 40 Zoom "attendees." The Zoom attendees included 4 bargaining team members who (for various reasons including active cases of flu and COVID) could not be there in person. The "attendees" also included 5 individuals who were simultaneously in person but logged on to Zoom to facilitate interaction with those who were in person and those who were not. There were also 14 CFA staff members on Zoom.
6. The parties were scheduled to meet again April 4, 2025, at CFA's Headquarters in Sacramento, but the CSU bargaining team again refused to bargain in the same room due to the inclusion of faculty members and/or "observers" on Zoom. There were 30 bargaining team members in the CFA conference room and approximately 36 Zoom "attendees." The Zoom attendees included 7 bargaining team members who (for various reasons including active cases of flu and COVID) could not be there in person. The "attendees" also included 3 individuals who were simultaneously in person but logged on to Zoom to facilitate interaction with those who were in person and those who were not. There were also 6 CFA staff members on Zoom.
7. The parties exchanged two proposals each for the topic of ground rules on March 28, 2025, and one each on April 4, 2025 (See Attachment 4) via email, as the CSU team refused to meet with CFA's bargaining team face-to-face.
8. CFA's April 4, 2025, proposal on ground rules went unanswered. CFA has been unable to ascertain why the CSU management team insists on limiting the participation of CFA members who want to be involved in bargaining.
9. For each date, there were a few "side bars" between three management team representatives and three union representatives.
10. The parties agreed to keep the next scheduled session on April 25, 2025, and to enlist the aid of a mediator to help bring the parties closer together. At that session, CFA expected a counterproposal to its April 4, 2025, proposal. CFA also expected to finally receive a basis for the CSU's objection to allowing interested CFA members to attend and observe regardless of their status as official bargaining team members. Despite asking the mediator to pose these direct inquiries (counterproposal or rationale) to management, the CSU offered nothing. At the end of the day, the mediator shared the news that the CSU

committed to supplying a proposal on May 2, 2025 (the next date scheduled for bargaining).

11. In addition to May 2, 2025, the parties have agreed to meet on May 9, May 16, and May 30, 2025. CFA's team is available and wants to bargain on all of these dates.
12. CFA has since learned that the CSU spent the time scheduled for bargaining on April 25, 2025, filing a PERB charge against CFA. Clearly, the CSU did not spend the April 25 session focusing on ground rules it insists must be in place, nor did it make use of the mediation services the parties agreed to engage. Instead of attending to the business of agreeing to ground rules, or passing a proposal, or asking questions, or answering questions, the CSU's team was engaging a strategy to avoid bargaining with the union.
13. The CSU has referenced a past practice of a limited bargaining team and insisted that CFA must revert to "past practice" in order to bargain in good faith.
14. There is no past practice that binds CFA to excluding interested faculty members.
15. The most recent round of bargaining that resulted in a February 2024 ratification was the result of open bargaining, with both in-person and Zoom participation with up to approximately 150 CFA members and staff bargaining with management.
16. In bargaining the Collective Bargaining Agreement that was ratified in February of 2022, the parties met exclusively by Zoom.
17. CFA has never made any demands as to the number and composition of the CSU management team.
18. No one is aware of the parties ever agreeing to ground rules in the last 25 to 30 years. Past CFA officers, long retired from the CSU, can only recall unwritten commitments to agreeing not to cancel bargaining sessions at the last minute. Retired members and long-time CFA staff recall times in the past in which the parties met on various campuses and invited CFA members to observe. Both parties have always included non-team members at various times to participate on particular topics for which they are keenly interested or knowledgeable.
19. Through its proposals and limited communications with CSU's bargaining team, CFA has made it clear that there is one person who will speak for the team at almost all times. CFA is committed to coming to the table with proposals and responses to proposals. And CFA is open to agreeing to other terms that make bargaining fair and efficient.
20. Agreeing to meet behind closed doors would require the union to defy the direction of CFA's Officers, its Board of Directors, and the Assembly and would undermine the Union's ability to ratify a contract.
21. The CSU has failed to supply the following information requested on December 2, 2024:

- The total number of Management Personnel Program (MPP) employee job searches, by campus for Academic Years 2022-23, 2023-24, and 2024-25.
- The total number of proposed or anticipated administrative or Management Personnel Program (MPP) employee job searches, by campus, for Academic Years 2025-26, and 2026-27.
- Information about Bargaining Unit 3 employees placed on paid suspension pending investigations for Academic Years 2021-22, 2022-23, 2023-24, and to date in the current AY 2024-25.

22. The CSU has failed to supply the following information requested on February 18, 2025:

- Information about fee waiver usage by Bargaining Unit 3 members in Academic Years 2022-23, 2023-24, and 2024-25 along with the approximate cost and value associated with the fee waivers.

23. The CSU has failed to supply the following information requested on February 24, 2025, even after CFA amended the request to accommodate the CSU's claims of burdensome production of sorting data:

- CFA will accept unfiltered or unprocessed data on all police incidents on all campuses and copies of all contracts for outsourcing to private security services.

(See Attachment 5)

24. When the CSU briefly appeared in person on March 28, 2025, CFA's chief negotiator, Kathy Sheffield, asked if the CSU could share any example or instance of ground rules used for CFA or any other bargaining unit in the CSU. Joseph Jelincic said he would supply such information. To date the CSU has provided nothing responsive.

Unfair Practice Charges

- 25. As alleged above, CSU has violated Government Code § 3570 by refusing to meet and confer with CFA over matters within scope and specifically over a successor contract.
- 26. As alleged above, CSU has violated Government Code § 3571 (b) by denying the union rights set out in HEERA.
- 27. As alleged above, CSU has violated Government Code § 3571 (c) by refusing and failing to engage in meeting and conferring with CFA to bargain a successor contract and failing to supply requested information.

28. As alleged above, CSU has violated Government Code § 3571 (d) by attempting to interfere with CFA's right to exist and manage itself as a labor union that prioritizes anti-racism and social justice in a democratic structure.

Remedy Sought

29. As a remedy, CFA seeks an order requiring CSU to (1) meet with the union to bargain over terms and conditions of employment; (2) refrain from interference with the union's business and internal affairs; (3) post a notice in conspicuous places regarding its violations of HEERA; and (4) provide such other relief deemed proper by the Public Employment Relations Board including paying attorneys' fees and bargaining costs incurred by the union.



California Faculty Association
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Sacramento, Ca 95814-2716

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**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.



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

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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,

JOSEPH J. JELINCIC 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

From: Kathy Sheffield

Sent: Friday, December 20, 2024 2:55 PM

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

Cc: Gusha, Stefanie <sgusha@calstate.edu>; James, Steve <sjames@calstate.edu>; Kevin Wehr <kevin_wehr@calfac.org>; Charles Toombs <ctoombs@calfac.org>; Janeth Rodriguez <jrodriguez@calfac.org>; Bryan Justman <bjustman@calfac.org>

Subject: RE: Ground Rules for Upcoming Bargaining

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

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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/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:

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.

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:

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.

Attachment 4
CFA #2
March 28, 2025

For CFA:

For the CSU:

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

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:

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.**

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:



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December 2, 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: Information Request for Bargaining

Dear Mr. Jelincic,

Pursuant to the California Higher Education Employer-Employee Relations Act (HEERA), and in order for the union to enter into negotiations over a successor contract, we require some information from you. Please provide the California Faculty Association (CFA) with the following information, all of which is necessary and relevant to the discharge of CFA's collective bargaining obligations.

Please provide these items on an on-going basis as you are able to collect and assemble them. When possible, please provide all requested materials in electronic format such as Microsoft Excel.

Presently, we require the following:

1. Total Bargaining Unit 3 salary costs and total Bargaining Unit 3 compensation costs broken down by campus and faculty position (both classification name and code) for AY 2022-23, 2023-24, and the estimated or actual costs for the current AY 2024-25.
2. The total number of tenure-track job searches by department and campus for AYs 2022-23, 2023-24, and 2024-25. For each record, please specify if the search was successful or if it failed.
3. The total number of proposed or anticipated tenure-track job searches by department and campus for the AYs 2025-26 and 2026-27 (when and if known). Please delineate by campus and department.
4. The total number of Management Personnel Program (MPP) employee job searches, by campus for AYs 2022-23, 2023-24, and 2024-25. For each record, please specify if the search was successful or if it failed.
5. The total number of proposed or anticipated administrative or Management Personnel Program (MPP) employee job searches, by campus, for AYs 2025-26, and 2026-27 (when and if known). Please delineate by campus and department.

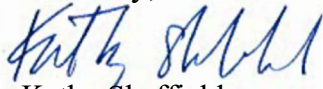
6. The total number of course offerings and sections for AYs 2022-23, 2023-24, 2024-25 (to date) delineated by semester and quarter terms for each CSU campus.
7. For each CSU campus, for AYs 2022-23, 2023-24, and 2024-25 (to date), the total number of Weighted Teaching Units (WTUs) assigned to Unit employees; the total number of course-related (direct instruction) WTUs assigned to Unit employees, the total number of supervision WTUs assigned to Unit employees, and the total number of indirect WTUs assigned to Unit employees. Please delineate the data by campus and faculty classification.
8. Information about Bargaining Unit 3-related contact with police officers and outsourced security services, including the employee name or Alternate ID (AltID), campus name, a brief description for the following: a. faculty-initiated requests for campus police services; b. incidents in which faculty were the subject of police calls and/or investigations; and c. incidents in which CSU police initiated contact with faculty for violations of laws, rules, ordinances, and the like for Academic Years (AY/AYs) 2023-24 and 2022-23.
9. Information about Bargaining Unit 3 employees placed on paid suspension pending investigations and discipline including employee name or Alternate ID (AltID), campus name, a brief description for the following: a. nature of the alleged misconduct; b. duration of the paid suspension; and c. whether or not discipline was ultimately issued for Academic Years (AY/AYs) 2021-22, 2022-23, 2023-24, and to date in the current AY 2024-25.
10. Number of grants of, durations of, and CSU costs for parental leaves, per Article 23, for each campus for AYs 2022-23, 2023-24, and 2024-25 to date.
11. For each CSU campus, for AYs 2022-23, 2023-24, and 2024-25 (to date), the total number of WTUs assigned to Unit employees for exceptional service connected to Article 20.37. Please delineate the data by campus and faculty classification.
12. For each CSU campus, for AYs 2022-23, 2023-24, and 2024-25 (to date), the total number of WTUs assigned to “temporary faculty” for service related/non-instructional work. Please delineate the data by campus and faculty classification.
13. Name, Alternate ID (AltID), campus name, department, job title, timebase, salary of all Bargaining Unit Employees who would be eligible for Service Salary Increases (SSIs) should one be bargained for in 2025.
14. Name, Alternate ID (AltID), campus name, department, job title, timebase, salary of all Bargaining Unit Employees who would be eligible for Post Promotion Increases (PPIs) should one be bargained for in 2025.

We do not expect to incur substantial costs for information and records that already exist. Again, sending these in electronic, and where possible in a searchable format (e.g. Excel,

Access, Word, versus scanned PDFs) is preferable as it is less-costly, quicker, and conducive to a speedier bargaining process. Direct all responses to Vincent Cevasco, Director of Research and Communications, at vcevasco@calfac.org.

Please call or write if I can clarify anything in this letter and information request.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kathy Sheffield", is written over a light blue rectangular background.

Kathy Sheffield

Director of Representation and Bargaining

Cc: Kevin Wehr, CFA Bargaining Team Chair
Vincent Cevasco, CFA Director of Research and Communications



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1110 K Street
Sacramento, Ca 95814-2716

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www.calfac.org

February 18, 2025

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: Follow up on CFA's December 2, 2024 Information Request for
Bargaining

Dear Mr. Jelincic,

On December 2, 2024, CFA made the requests below pursuant to the California Higher Education Employer-Employee Relations Act (HEERA). We received partial responses from Stefanie Gusha on December 23, 2024, and January 31, 2025. However, to date, our information request remains incomplete.

Below is a summary of the status of each of the items:

- 1. Total Bargaining Unit 3 salary costs and total Bargaining Unit 3 compensation costs broken down by campus and faculty position (both classification name and code) for AY 2022-23, 2023-24, and the estimated or actual costs for the current AY 2024-25.**

Although the CSU objected to supplying this information on a number of grounds (as though the request were some vexing discovery request), you sent responsive information and/or we possess sufficient compensation cost data. Should we require more on this item, we will follow up at some future time.

- 2. The total number of tenure-track job searches by department and campus for AYs 2022-23, 2023-24, and 2024-25. For each record, please specify if the search was successful or if it failed.**

Although the CSU objected to supplying this information on a number of grounds (as though the request were some vexing discovery request), you sent responsive information. When we meet in person to bargain, we will inquire further about this item.

- 3. The total number of proposed or anticipated tenure-track job searches by department and campus for the AYs 2025-26 and 2026-27 (when and if known). Please delineate by campus and department.**

The CSU has not provided any of the job search information requested by CFA, nor has it provided any response as to why. We require and are entitled to this information in order to

represent faculty in bargaining. This information will inform our proposals (and responses to your proposals) over appointments and job security for “temporary faculty” who work long term in the CSU, often with low pay and precarity. Please supply this information or clarify that you refuse to do so. Please note that if we do not receive information that is relevant to our charge of representing faculty, we are prepared to file an unfair practice charge over your failure to bargain in good faith.

- 4. The total number of Management Personnel Program (MPP) employee job searches, by campus for AYs 2022-23, 2023-24, and 2024-25. For each record, please specify if the search was successful or if it failed.**

The CSU objected to supplying this information on a number of grounds (as though the request were some vexing discovery request) and has supplied nothing.

We require and are entitled to this information in order to represent faculty in bargaining. The information requested is relevant to overall spending, as it demonstrates the priorities of management vs. faculty hiring. This information will inform our proposals. This information will inform our proposals (and responses to your proposals) over salary, appointments, and other rights. (and responses to your proposals) over salary, appointments, and other rights.

Please note that this information has been provided to CFA in the past.

Please supply this information or clarify that you refuse to do so. Please note that if we do not receive information that is relevant to our charge of representing faculty, we are prepared to file an unfair practice charge over your failure to bargain in good faith.

- 5. The total number of proposed or anticipated administrative or Management Personnel Program (MPP) employee job searches, by campus, for AYs 2025-26, and 2026-27(when and if known). Please delineate by campus and department.**

The CSU objected to supplying this information on a number of grounds (again, as though the request were some vexing discovery request), and has supplied nothing.

We require and are entitled to this information in order to represent faculty in bargaining. The information requested is relevant to overall spending, as it demonstrates the priorities of management vs. faculty hiring. This information will inform our proposals. This information will inform our proposals (and responses to your proposals) over salary, appointments, and other rights. (and responses to your proposals) over salary, appointments, and other rights.

Please note that this information has been provided to CFA in the past.

Please supply this information or clarify that you refuse to do so. Please note that if we do not receive information that is relevant to our charge of representing faculty, we are prepared to file an unfair practice charge over your failure to bargain in good faith.

- 6. The total number of course offerings and sections for AYs 2022-23, 2023-24, 2024-25 (to date) delineated by semester and quarter terms for each CSU campus.**

Notwithstanding your boilerplate objections, it appears that you have supplied responsive

information to this item.

- 7. For each CSU campus, for AYs 2022-23, 2023-24, and 2024-25 (to date), the total number of Weighted Teaching Units (WTUs) assigned to Unit employees; the total number of course-related (direct instruction) WTUs assigned to Unit employees, the total number of supervision WTUs assigned to Unit employees, and the total number of indirect WTUs assigned to Unit employees. Please delineate the data by campus and faculty classification.**

Notwithstanding your boilerplate objections, it appears that you have supplied responsive information to this item.

- 8. Information about Bargaining Unit 3-related contact with police officers and outsourced security services, including the employee name or Alternate ID (AltID), campus name, a brief description for the following: a. faculty-initiated requests for campus police services; b. incidents in which faculty were the subject of police calls and/or investigations; and c. incidents in which CSU police initiated contact with faculty for violations of laws, rules, ordinances, and the like for Academic Years (AY/AYs) 2023-24 and 2022-23.**

Again, the CSU's objects to this request on a number of grounds. Further, you let us know that the cost of supplying the information in the format we requested would only come at significant cost.

CFA requires this information in order to bargain on behalf of faculty and to contend with what we expect to hear are personnel needs and policy priorities of CSU management. We have been bargaining for years for better counselor-to-student ratios and other contract provisions that align with student success. Your spending and prioritization of law enforcement (often highly militarized and funded in levels that exceed actual need) is relevant to proposals we intend to make.

In light of the CSU's objections, CFA will accept unfiltered or unprocessed data on all police incidents on all campuses and copies of all contracts for outsourcing to private security services for the years set out above. Should this amended request still come with a price tag, please inform us of the amount and basis for determining the cost.

- 9. Information about Bargaining Unit 3 employees placed on paid suspension pending investigations and discipline including employee name or Alternate ID (AltID), campus name, a brief description for the following: a. nature of the alleged misconduct; b. duration of the paid suspension; and c. whether or not discipline was ultimately issued for Academic Years (AY/AYs) 2021-22, 2022-23, 2023-24, and to date in the current AY 2024-25.**

Again, the CSU's objects to this request on a number of grounds including the privacy of individuals.

We disagree with the claim that the union is not entitled to personnel information, as suspension with pay, reprimands, and discipline are within the scope of bargaining. Further, our labor relations on every campus are such that even when we do not represent members, we

are aware of allegations, investigations, and outcomes. Further, the CSU administration routinely supplies such information as a matter of public record to non-CSU individuals and media outlets.

Nevertheless, in order to get useful information for bargaining over suspension with pay, reprimands, and discipline, we are prepared to receive the information with names and other identifying information redacted.

Please supply this information or clarify that you refuse to do so. Please note that if we do not receive information that is relevant to our charge of representing faculty, we are prepared to file an unfair practice charge over your failure to bargain in good faith.

10. Number of grants of, durations of, and CSU costs for parental leaves, per Article 23, for each campus for AYs 2022-23, 2023-24, and 2024-25 to date.

The CSU has not provided any information about parental leave costs, nor has it provided any response as to why. We require and are entitled to this information in order to represent faculty in bargaining. This information will inform our proposals (and responses to your proposals) over leaves of absence and other employee benefits. Please note that if we do not receive information that is relevant to our charge of representing faculty, we are prepared to file an unfair practice charge over your failure to bargain in good faith.

11. For each CSU campus, for AYs 2022-23, 2023-24, and 2024-25 (to date), the total number of WTUs assigned to Unit employees for exceptional service connected to Article 20.37. Please delineate the data by campus and faculty classification.

The CSU has not provided any information about exceptional service awards. We require and are entitled to this information in order to represent faculty in bargaining. This information will inform our proposals (and responses to your proposals) over workload, evaluations, and perhaps other terms and conditions of employment. Please supply this information or clarify that you refuse to do so. Please note that if we do not receive information that is relevant to our charge of representing faculty, we are prepared to file an unfair practice charge over your failure to bargain in good faith.

12. For each CSU campus, for AYs 2022-23, 2023-24, and 2024-25 (to date), the total number of WTUs assigned to “temporary faculty” for service related/non-instructional work. Please delineate the data by campus and faculty classification.

Notwithstanding your boilerplate objections, it appears that you have supplied responsive information to this item.

13. Name, Alternate ID (AltID), campus name, department, job title, timebase, salary of all Bargaining Unit Employees who would be eligible for Service Salary Increases (SSIs) should one be bargained for in 2025.

Again, the CSU objects to this request on a number of grounds. We require this information in order to bargain over salary, one of the most fundamental of terms we bargain over. SSIs are one of the salary increases that faculty depend on for in-range progression and for the overall health of the salary structure. Please note that if we do not receive information that is relevant

to our charge of representing faculty, we are prepared to file an unfair practice charge over your failure to bargain in good faith.

14. Name, Alternate ID (AltID), campus name, department, job title, timebase, salary of all Bargaining Unit Employees who would be eligible for Post Promotion Increases (PPIs) should one be bargained for in 2025.

Again, the CSU's objects to this request on a number of grounds. We require this information in order to bargain over salary, one of the most fundamental of terms we bargain over. PPIs are one of the salary increases that senior faculty depend on to experience movement within the salary structure. Please note that if we do not receive information that is relevant to our charge of representing faculty, we are prepared to file an unfair practice charge over your failure to bargain in good faith.

We reiterate our request for all of the information above. We do not expect to incur substantial costs for information and records that already exist. Again, sending these in electronic, and where possible in a searchable format (e.g. Excel, Access, Word, versus scanned PDFs) is preferable as it is less-costly, quicker, and conducive to a speedier bargaining process. Direct all responses to Vincent Cevalco, Director of Research and Communications, at vcevasco@calfac.org. Please call or write if we can clarify anything in this letter and information request.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kathy Sheffield", is written over a light blue rectangular background.

Kathy Sheffield
Director of Representation and Bargaining

Cc: Kevin Wehr, CFA Bargaining Team Chair
Vincent Cevalco, CFA Director of Research and Communications

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)