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** ☐ **PUBLIC**[1] ☐

a. Full name: Teamsters Local 2010

b. Mailing address: 7730 Pardee Lane, Suite 2010, Oakland, CA 94621

c. Telephone number: (510) 845-2221

d. Name and title of person filing charge: Susan K. Garea, Attorney
Telephone number: (510) 625-9700
E-mail Address: sgarea@beesontayer.com
Fax No.: (510) 625-8275

e. Bargaining unit(s) involved: Unit 6 CSU Skilled Trade

2. CHARGE FILED AGAINST: (mark one only) **EMPLOYEE ORGANIZATION** ☐ **EMPLOYER** ☑

a. Full name: California State University

b. Mailing address: 401 Golden Shore, 4th Floor, Long Beach, CA 90802

c. Telephone number: (562) 951-4500

d. Name and title of agent to contact: Dawn S. Thedora, General Counsel
Telephone number: (562) 951-4500
E-mail Address: dtheodora@calstate.edu
Fax No.: (562) 951-4956

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

a. Full name:

b. Mailing address:

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 ☑

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.)
- ☐ A Covered Public Utilities Code Transit Employer (BART (Pub. Util. Code, § 28848 et seq.), Orange County Transportation Authority (Pub. Util. Code, § 40000 et seq.), and supervisory employees of the Los Angeles County Metropolitan Transportation 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:

Government Code Sections 3565, 3570, 3571(a), 3571(c)

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

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 October 12, 2026 (Date)

at Oakland, California (City and State).

Susan K. Garea, Attorney (Type or Print Name) /s/ Susan K. Garea (Signature)

Title, if any: Attorney

Mailing address: Beeson, Tayer & Bodine, 492 Ninth Street, Suite 350, Oakland, CA 94607

Telephone Number: 510-625-9700 E-Mail Address: sgarea@beesontayer.com

ATTACHMENT 6(d)
TO
UNFAIR PRACTICE CHARGE

Introduction

Charging Party, Teamsters Local 2010 (the "Union"), files this unfair practice charge against the Trustees of the California State University (the "University" or "CSU") for its unlawful pressure tactics during bargaining for a successor collective bargaining agreement.

Parties

1. At all times relevant herein, Teamsters Local 2010 (the "Union") is a labor organization within the meaning of HEERA and is the exclusive representative of the statewide unit of skilled trades workers employed by the Trustees of the California State University ("Unit 6").

2. At all times relevant herein, the Trustees of the California State University, (the "University" or "CSU") is an employer within the meaning of HEERA.

Statement of Facts

3. The Union and the University are parties to a collective bargaining agreement (CBA) governing the terms and conditions of employment for employees in Unit 6, that expired on June 30, 2026. The parties are currently engaged in successor negotiations. These negotiations are subject to a prior unfair practice charge based on CSU's unlawful conduct at the table. (See Charge No. LA-CE-1506-H.)[1] CSU is simultaneously engaging in unfair practice charges away from the bargaining table, including its interference with the Union and its members rights under HEERA to rally and advocate before CSU's Board of Trustees. This unlawful conduct is the subject of an unfair practice charge being simultaneously filed.

4. CSU has engaged in bad faith bargaining. CSU is refusing to bargain over retroactive wage increases. The contract expired June 30, 2026, and Teamsters Local 2010 has proposed wage increases retroactive to July 1, 2026, consistent with the parties' past practice regarding wage increases tethered to the fiscal year.

5. CSU is insisting on its position that any wage increase be effective 60 days after ratification. Its position is inflexible.

6. Teamsters Local 2010 has questioned CSU at the table for the rationale for their refusal to bargain over retroactive wage increases and their insistence that wage increases be effective 60 days after ratification. CSU's only proffered explanation does not withstand scrutiny. CSU has claimed that it is difficult for their payroll department to calculate retro pay. This cannot be squared with the history of CSU providing retro pay in connection

[1] This follows CSU's bad faith bargaining over a related wage opener and unfair practice charges related to that misconduct. (See Charge Nos. LA-CE-1472-H; LA-CE-1456-H.)

with contracts and its history of compliance with its duty to provide retro pay to comply with grievance settlements, arbitration decisions and to remedy pay violations. CSU has also claimed that it is more complicated the longer the retro period, which does not add up as the calculations are the same, the numbers are just larger.

7. This is also an unfair pressure tactic because the parties began bargaining a successor MOU in February 2026 and the Union made salary proposals early on and CSU did not make any proposal on salary until July 2026 *after* the end of the contract and the fiscal year.

Argument

8. HEERA requires that "[h]igher education employers, or such representatives as they may designate, shall engage in meeting and conferring with the employee organization selected as exclusive representative of an appropriate unit on all matters within the scope of representation." (Cal. Gov. Code § 3570.)

9. HEERA makes it unlawful for a higher education employer to "[r]refuse or fail to engage in meeting and conferring with an exclusive representative." (Cal. Gov. Code § 3571(c).)

10. It is unlawful to refuse to bargain regarding a matter within the scope of representation. CSU has refused to bargain over retroactive wage increases. CSU's blatant refusal to bargain regarding retroactivity is a *per se* violation of the duty to bargain.

11. CSU will argue that it is simply engaging in "hard bargaining." This argument fails for several reasons. First, CSU's position is inflexible. CSU has exhibited a take-it-or-leave-it attitude. (*See, e.g., City of San Ramon* (2018) PERB Decision No. 2571-M, pp. 8-9; *County of Tulare* (2015) PERB Decision No. 2461-M, adopting proposed Dec. at p. 9.) Second, CSU's position is not fairly maintained or rationally supported. The Union has asked CSU for an explanation of its position. The only explanation provided by CSU is that retroactive payments are difficult. CSU has done retroactive payments in connection with bargaining with other unions and in connection with bargaining with Teamsters in the past. CSU has never before asserted that it cannot do retroactive wage increases because of difficulty with payroll. Further, CSU's position is not fairly maintained because it asserted that it is more difficult to do retroactive payments the longer that time has passed. That position is not logical. That position is also contrary to CSU's actions at the table which were to drag its feet in response to the Union's wage proposal and fail and refuse to make a wage proposal until *after* the expiration of the current collective bargaining agreement and end of the fiscal year. CSU's delay in responding to the wage proposal is an indication of bad faith standing alone and that bad faith is heightened by the context, including that the delay coupled with the refusal to bargain over retroactive wage increases created an exploding offer and unfair pressure tactic. (*See, e.g., State of California (Department of Personnel Administration)* (1989) PERB Decision No. 739-S, pp. 4-5; *City of Davis* (2018) PERB Decision No. 2582-M, pp. 22-24.)

12. In *City of Arcadia* (2019), PERB Decision No. 2648-M, PERB concluded that absent an adequate, legitimate explanation, an employer's proposal that contains an "exploding

offer" constitutes unlawful bad-faith bargaining. In that case, the employer unilaterally set a deadline by which the union had to accept the employer's offer, and, absent union acceptance, the employer declared that the proposal would come off the table and only a lesser offer would be available. PERB ruled that this type of "exploding offer" can only be made in good faith if the need for the offer is adequately explained. As PERB explained, an "exploding offer" must be supported by a legitimate rationale, "as it telegraphs a threat to move the parties farther apart unless the other party accedes to a particular unilaterally-established deadline." (*Id*., p. 39.)

13. CSU's position in refusing to consider retroactive pay is akin to the unfair pressure of an exploding offer. CSU's proposal in essence "explodes" every day that a tentative agreement is not reached. As each day passes, the proposal for retroactive pay leaves bargaining unit employees with a greater and greater deficit; that is, a longer and longer time during which their salary is frozen. Thus, CSU must support this offer with an adequate explanation for its need.

14. Yet CSU's explanation here is totally inadequate. That the calculation of retroactive pay may entail some extra administrative work on the part of CSU is hardly an adequate explanation. Indeed, in *City of Arcadia* PERB implicitly rejected the adequacy of such a rationale when it noted that employers can easily set aside money during negotiations to address retroactive pay that increases as negotiations continue: "For instance, when an employer offers a retroactive wage increase, its initial lump sum wage cost invariably escalates the longer negotiations continue, but many employers in such circumstances can set aside the money needed to pay the retroactive wage increase as time goes on without a ratified contract." (*Id*., p. 42.)

15. In addition, the legitimacy of the Univerisity's explanation is undermined by the fact that the University in past negotiations has agreed to retroactive salary increases without placing a cap on the length of the retroactive pay, and without claiming that the alleged hand-calculation of retroactive pay is a burden or somehow justifies a limitation on retroactive pay.

16. Moreover, CSU's other contemporaneous unfair practices support of a finding of bad faith bargaining.

17. Based on the above, the University's conduct constitutes bad faith bargaining and violates HEERA sections 3568, 3570, 3571(a) and 3571(c).

Remedy

WHEREFORE, the Charging Party seeks that the CSU be ordered to:

1. Cease and desist violating its duty to bargain in good faith;

2. Engage in good faith bargaining with the Union regarding wages and benefits and terms and conditions of employment, including retroactive payments;

3. Post a notice (physically and electronically) informing all members of the bargaining unit of CSU's unlawful conduct, describing its actions to remedy the unlawful conduct, and assuring them that CSU will comply with its HEERA obligations in the future;

4. Make the Union whole, including compensating the Union for any costs for bringing the instant charge;

5. Reimburse the Union for bargaining costs for the bargaining sessions in which the University delayed in responding to the Union's wage proposal and for the sessions in which the University refused to bargain regarding retroactive wage increases;

6. Comply with such other relief as PERB deems just and proper.

PROOF OF SERVICE

I declare that I am a resident of or employed in the County of Alameda,

State of California. I am over the age of 18 years. The name and address of my

Residence or business is Beeson, Tayer & Bodine, 492 Ninth Street,

Suite 350, Oakland, California 94607

On October 12, 2026 (*Date*), I served the Unfair Practice Charge (*Description of document(s)*)

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

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

- [x] 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.*)

Dawn S. Theodora
California State University
401 Golden Shore, 4th Floor
Long Beach, CA 90802

Email: dtheodora@calstate.edu

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 October 12, 2026 (*Date*),

at Oakland (*City*) CA (*State*).

Tanya Gatt, Legal Secretary	/s/ Tanya Gatt
(*Type or print name*)	(*Signature*)