



PERB Received
02/10/25 11:19 AM

STATE OF CALIFORNIA

PERB Filed
02/10/25

PUBLIC EMPLOYMENT RELATIONS BOARD

UNFAIR PRACTICE CHARGE

DO NOT WRITE IN THIS SPACE: Case No:

SACE-435-H

Date Filed: 02/10/2025

INSTRUCTIONS: File the original and one copy of this charge form in the appropriate PERB regional office (see PERB Regulation 32075), with proof of service attached to each copy. 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: California Faculty Association
- b. Mailing Address: 1110 K Street, SACRAMENTO, CA 95814
- c. Telephone number: (916) 441-4848
- d. Name and title of agent to contact: Nicholas Dix, Representation Specialist E-mail Address: ndix@calfac.org
Telephone number: (916) 326-9728 Fax No.:
- e. Bargaining Unit(s) involved: Unit 3

2. CHARGE FILED AGAINST: (mark one only) EMPLOYEE ORGANIZATION

EMPLOYER

- a. Full name: Trustees of the California State University
- b. Mailing Address: 401 Golden Shore Long Beach, CA 90802
- c. Telephone number: (562) 951-4500
- d. Name and title of agent to contact: Marc Mootchnik, University Counsel E-mail Address: mmootchnik@calstate.edu
Telephone number: (562) 951-4500 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:

5. GRIEVANCE PROCEDURE

¹An 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

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

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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.)
- Los Angeles County Metropolitan Transportation Authority Transit Employer-Employee Relations Act (TEERA) (Pub. Utilities Code, § 99560 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.)
- 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:
3571(c) & 3571(d)

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 attachment

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. (A Declaration will be included in the e-mail you receive from PERB once you have completed this screen. The person filing this Unfair Practice Charge is required to return a properly filled out and signed original Declaration to PERB pursuant to PERB Regulations 32140 and 32135.)

Nicholas Dix

(Type or Print Name)

/s/ Nicholas Dix

(Signature)

02/10/2025

Date

Statement of Charge of Unilateral Change in Violation of Higher Education Employer-Employee Relations Act (HEERA)
California Faculty Association v. California State University

The Parties

1. Charging party, California Faculty Association (“CFA”), is the “exclusive representative” within the meaning of California 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 CBA is in effect through June 30, 2025, and it includes a grievance process that ends in binding arbitration.

Statement of Facts

Use of Artificial Intelligence Bots at California State University Sacramento

3. On October 9, 2024, at an Academic Senate executive committee meeting Alexander “Sasha” Sidorkin, Chief AI Officer, California State University, Sacramento, presented information regarding a “bot” he created. A “bot” is a computer program that simulates conversation with human end users by generating automated responses. In this presentation, he explained that students who were experiencing a mental health crisis, could be referred to the bot in lieu of a meeting with CFA faculty members working as counselors. A link to this bot was placed on the resources for students web page, and was accompanied by the statement “AI is better than nothing, when a counselor isn’t available.” Sidorkin failed to notice CFA or meet and confer regarding the creation of a bot that would perform the work of counseling faculty, who are trained and qualified to assist students with critical mental health concerns. The counseling of students in crisis is work that is normally carried out by faculty and is therefore a mandatory subject of bargaining. This conduct is in direct violation of Government Code § 3571(c). Further, Sidorkin’s conduct is unethical and flies in the face of professional counseling standards. When the union objected, the CSU ceased use of the counseling bot.
4. On October 10, 2024, Sidorkin sent an e-mail to faculty members informing them that he built another bot for employees and administrators to interpret the CFA collective bargaining agreement. The design, creation, and notification came with no prior notice to CFA. This conduct interferes with the union’s representation of its members. More egregious is the fact that when union staff tested the bot, they discovered that it dispensed incorrect information connected to members’ rights under the CBA. This conduct is a direct violation of Government Code § 3571(d). When the union objected, the CSU ceased use of the contract interpretation bot.
5. On January 9, 2025, Sidorkin sent an e-mail to faculty members requesting that they submit syllabi and course materials, to receive a customized AI tutoring bot for their classes. Sidorkin failed to notice CFA or meet and confer regarding the creation of a tutor bot that would give feedback related to coursework taught by faculty. Advising students of their progress within a course is Unit 3 work that is performed by faculty. Supplanting the work to humans or bots outside of the bargaining unit is a mandatory subject of bargaining. This conduct is in direct violation of Government Code § 3571(c). When the union objected, the CSU ceased use of the

“tutor” bot, but not without sending an all-faculty message that cast aspersions upon CFA.
[Attachment 1]

6. On January 10, 2025, Sidorkin sent an email directly to faculty members that criticized the union for forcing the retraction of the tutoring bot plan, discussed above. In this email Sidorkin highlights his belief in AI-powered tutoring bots and touts their role in reducing faculty workload. This message was particularly disturbing at a time when the CSU has issued layoff notices to faculty members and is actively eliminating work. The conduct is also disturbing in light of anti-union messages aimed at public employees to discourage them from joining the union or continuing to pay dues.
7. Additionally, without meeting and conferring with the union, Sidorkin openly advocates for the use of AI to perform faculty work by stating its wide availability on a variety of open platforms. Direct communication with our bargaining unit members while condemning the union’s position on a mandatory subject of bargaining is interference of the worst kind. This conduct seeks to undermine and derogate the union’s authority. It also undermines the union’s relationship with its members by maligning the representational rights it asserts. This conduct is in direct violation of Government Code § 3571(d).

Unfair Practice Charges

8. As alleged above, the CSU failed to provide CFA notice and a reasonable opportunity to bargain over effects prior to implementing the decision to use bots to perform the work of faculty members in violation of Government Code § 3571 (c).
9. As alleged above, the CSU interfered with CFA’s right to represent its unit members by directly communicating and dealing with members on matters of unit work, which is a mandatory subject of bargaining and a violation of Government Code § 3571 (d).

Remedy Sought

10. As a remedy, CFA seeks an order requiring the CSU to (1) halt the implementation of bots that perform unit work; (2) restore the status quo ante regarding all unit work; (3) meet with CFA before it takes any steps to develop bots that impact unit work; (4) cease and desist from all direct communication and dealing with unit members related to mandatory subjects of bargaining; (5) post a notice in conspicuous places regarding its violations of HEERA; (6) read and video record (for online viewing) a notice of its violations of HEERA; and (7) provide such other relief deemed proper by the Public Employment Relations Board.

From: "Sidorkin, Sasha" <sidorkin@csus.edu>
Date: January 10, 2025 at 1:43:15 PM CST
To: "Sidorkin, Sasha" <sidorkin@csus.edu>
Cc: "Nevarez, Carlos" <nevarezc@csus.edu>, "Hyde, Mark" <mark.hyde@csus.edu>, "Martin, Mabelle" <mabelle.martin@csus.edu>, "Cameron, Rebecca P" <cameron@csus.edu>
Subject: AI tutor bot for your class, a retraction

Dear Faculty Member,

CFA has objected to the tutoring bot project described in the email below (which you may have received on January 8 or 9). I have been directed by campus leadership to issue a retraction. I apologize to all who submitted materials and began testing their AI-powered bots. I have also been instructed to shut them all down.

I still believe that AI-powered tutoring bots are an amazing technology that can improve student achievement and reduce faculty workload. This technology is available on the open market through multiple platforms; however, you will not be able to build them through my office at this time.

The rest of the items in the email remain in effect. Wishing you a happy new semester!

Sincerely,

-Sasha

Alexander "Sasha" Sidorkin, Chief AI Officer | California State University Sacramento | AIRC 3010 D
| 6000 J Street, MS 6065 | Sacramento, CA 95819 | 916.278.3326 office | 916.599.3683
cell | [Schedule a meeting](#) | [My Zoom Room](#)
Read my [blog](#) and [my book](#) on AI

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)