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REQUEST FOR IMPASSE DETERMINATION/ APPOINTMENT OF MEDIATOR

DO NOT WRITE IN THIS SPACE: Case No: Date Filed: 07/10/2026

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

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

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

1. **EMPLOYER**

Name: Trustees of the California State University

Address: Office of the Chancellor
401 Golden Shore, Long Beach, CA 90802

Agent to be contacted:

Name: Joseph Jelincic

Title: Associate Vice Chancellor, Labor Relations and Collective Bargaining

Agency/Law Firm: The California State University

Address: Office of the Chancellor 401 Golden Shore, Long Beach, CA 90802

Phone: (562) 951-4344

E-mail Address: jjelincic@calstate.edu

2. **EXCLUSIVE REPRESENTATIVE**

Name: California Faculty Association

Address: 1110 K Street SACRAMENTO, CA 95814

Agent to be contacted:

Name: Kathy Sheffield

Title: Director of Representation and Bargaining

Agency/Law Firm: California Faculty Association

Address: 1110 K Street SACRAMENTO, CA 95814

Phone: (916) 701-7241

E-mail Address: ksheffield@calfac.org

4. DESCRIPTION OF ESTABLISHED UNIT

Shall Include:

Shall Exclude:

5 . APPROXIMATE NUMBER OF EMPLOYEES IN THE UNIT:

28000

6. DATE EXCLUSIVE REPRESENTATIVE WAS RECOGNIZED OR CERTIFIED:

07/01/1983

7. TYPE OF DISPUTE

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

8. PUBLIC NOTICE REQUIREMENTS

Date exclusive representative's initial proposals presented to the public: 10/01/2024

Date employer's initial proposals presented to the public: 11/01/2024

Los Angeles Regional Office	Sacramento Regional Office	San Francisco Regional Office
425 W. Broadway, Suite 400	1031 18th Street	1515 Clay St., Suite 2206
Glendale, CA 91204	Sacramento, CA 95811-4174	Oakland, CA 94612-1403
(818) 551-2822	(916) 322-3198	(510) 622-1016

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9. HISTORY OF NEGOTIATIONS/MEET AND CONFER

Date of first negotiations session: 03/28/2025

Approximate total number of hours spent in negotiations to date: 152

Total number of negotiating sessions to date: 19

10. STATUS OF NEGOTIATIONS/MEET AND CONFER

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

07/09/2026

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

0

Issues on which tentative agreement has been reached:

Total number of unresolved issues which remain in dispute:

27

Issues which remain in dispute:

See attachment

11. STATEMENT OF FACTS

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

See attachment

DECLARATION

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

NAME OF AUTHORIZED REPRESENTATIVE: Kathy Sheffield

SIGNATURE OF AUTHORIZED REPRESENTATIVE: /s/ Kathy Sheffield

Title: Director of Representation and Bargaining

Date: 07/10/2026

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California Faculty Association
California Faculty Association
1110 K Street
Sacramento, Ca 95814-2716
Phone: (916) 441-4848
Fax: (916) 441-3513
www.calfac.org

July 10, 2026

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

To Whom it May Concern:

The California Faculty Association (CFA or the Union) and the California State University (CSU or the Employer) have met and conferred but have been unable to reach an agreement over approximately 27 articles and terms in successor bargaining to the current Collective Bargaining Agreement (CBA), originally set to expire on June 30, 2025. The Union, for its part, is declaring and filing for impasse.

The parties are too far apart and unable to reach agreement on open matters. The Union believes that impasse has been reached and requests that the Board appoint a mediator for the purpose of assisting us in reconciling the differences and resolving the controversy. The chasm came into sharp focus yesterday when the Employer finally made a 2026 salary offer that is far below its budget increase this year and, for the first time since the “great recession,” made moves to decrease health care contributions. Moreover, the Employer refuses to make encouraging movement in the other core areas of concern for faculty: academic freedom, artificial intelligence, appointment (lecturer job security), and workload.

In addition to its galling salary and benefits proposals, the Employer also seeks to erode long held faculty rights with “take backs” in union rights, grievances, discipline, sabbaticals, and layoffs. In the last hours of negotiations, faculty disgust at the disrespect was palpable. Indeed, the leadership of the Union and the members of the bargaining team are unable to stomach the process any further.

The Union would be surprised to see the Employer disagree with the state of bargaining, as the Employer’s lead negotiator and team members have complained that they “don’t see us coming to any agreement” and that there “is not going to be a meeting of the minds” for certain issues in the dispute. The Union has made it clear that it will consider impasse and post-impasse proposals should management elect to change positions on any of the open articles, but faculty cannot afford to continue passing “paper” back and forth.

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CFA represents around 28,000 faculty employed as Tenure/Tenure Track, Lecturers, Coaches, Counselors and Librarians on 23 CSU campuses around the state. The Union is committed to Anti-Racism and Social Justice, and many of its proposals reflect concerns specific to CSU campuses and to academic professions that are under siege in the current political climate. The Union has made itself available for the last 18 months, even during times when faculty are off-contract. Faculty have not received general salary increases since July 1, 2024, making this dispute urgent.

For mediation, the Union is prepared to meet via video conference or in person in Sacramento (or in Long Beach if necessary) at the mediator's earliest convenience.

Summary of Nearly Sixteen Months of Bargaining

On October 31, 2024, CFA provided the Employer with Notice of Intent to Bargain and the Union's "Sunshine Proposals" setting out the improvements sought.[1] The Union offered to be available as early as January 2025.

Since March 5, 2025, we have met on 19 occasions and have proposed and responded to numerous proposals. The Union offered an abundant number of dates through the 2024-2025 and 2025-2026 Academic Years that the Employer refused, and negotiations have now dragged out to the summer months when most faculty are off contract. In other words, faculty are working for free over the summer to bargain with the Employer and its fully paid team members.

There is agreement over very few terms, and there are no signed tentative agreements to speak of.

The Union has proposed status quo for 17 articles, and the CSU has proposed status quo for seven articles.

Summary of Proposals and Current Status

Proposed New Article – Academic Freedom
The Union seeks to enshrine rights for all faculty unit employees, especially in the current political climate in which faculty across the country rightly fear federal government intrusion into faculty matters. The Employer's first response committed merely to honoring the Academic Freedom reference in the CBA's preamble. The Employer also pointed to a 1971 policy on Academic Freedom that has had no effect on faculty life. In its latest pass, the Employer has doubled down on imposing what seem to be new rules on faculty speech and limiting the spaces in which faculty may express themselves freely and without reprisal.

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[1] The Union proposed that the parties revise the Maritime Academy Memorandum of Campus Agreement over Training Cruise, but as that bargaining takes place separately and apart from the full contract bargaining, it is not at issue in this impasse. Consistent with past practice, the Union reserves the right to renegotiate this MOU upon the current MOU's expiration.

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Union passes: 11/20/25; 5/15/26. Employer passes: 5/8/26; 7/9/26. The Union rejected the Employer's 7/9/26 proposal at the table while declaring impasse.

Proposed New Article – Artificial Intelligence (AI)
The Union seeks rights for all faculty unit employees to use or not use AI as a matter of academic freedom and professional judgement consistent with appropriate pedagogy and professional standards. Further, faculty seek assurances that the Employer commit to data security and agree not to sell or give away faculty intellectual property to technology companies or third-party contractors. The Employer insists that, due to the rapidly evolving nature of AI, it cannot make commitments to faculty and has presented only the most superficial of proposals. The Employer has rejected an Artificial Intelligence article, preferring a memorandum of understanding that would sunshine at the expiration date of the CBA.

Union passes: 11/20/25; 4/30/26; 6/29/26. Employer passes: 3/26/26; 5/28/26; 7/9/26. The Union rejected the Employer's 7/9/26 proposal at the table while declaring impasse.

Article 1 (Recognition) – Neither party has made proposals on this article, and the Union has proposed going status quo.

Union pass: 7/9/26.

Article 2 (Definitions) – Neither party has made proposals on this article, but the parties agree it may need amending depending on agreements in other articles.

Article 3 (Effects of Agreement) – Neither party has made proposals on this article, and there is agreement to remain status quo.

Employer pass: 5/28/26. Union pass: 7/9/26.

Article 4 (Savings Clause) – Neither party has made proposals on this article, and there is agreement to remain status quo.

Employer pass: 5/28/26. Union pass: 7/9/26.

Article 5 (Management's Rights) – Neither party has made proposals on this article, and there is agreement to remain status quo.

Employer pass: 5/28/26. Union pass: 7/9/26.

Article 6 (Union Rights) – The Employer seeks changes to union rights including increasing the cost to the Union for release time for faculty who perform union work. The proposal is especially troubling in light of the record high grievance volumes the parties have experienced (currently approximately 563 grievances) and the delaying tactics the Employer has engaged in through the course of bargaining. The Employer also seeks to limit the number of faculty who may be released for bargaining work. The Union suspects that the Employer seeks to diminish the

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Union's power to engage in important work to protect the rights of faculty and to make improvements in quality education. The Union remains committed to working out any issues that have arisen over timely submissions for release time for faculty, but believes this article is best left status quo.

Employer passes: 12/18/25; 2/27/26. Union passes: 2/12/26; 5/15/26; 7/9/26 (in status quo proposal).

Article 7 (CFA Security) – The Employer informed the Union on May 27, 2026, that it needed to reopen Article 7 to amend language that has served the parties for years, wishing to clarify that dues deductions are administered by the California State Controller. Agreeing with the CSU's proposal is not appropriate, as the Union does not bargain with the State Controller. Nevertheless, CFA has proposed language that reflects current practice. The Union is not prepared to go any further in bargaining away security rights, especially given the fact that several states in the country have orchestrated attacks on unions through weakening union security.

Employer passes: 5/28/26; 6/29/26. Union passes: 5/28/26; 7/9/26.

Article 8 (Faculty Participation) – Neither party has made proposals on this article, and there is agreement to remain status quo.

Employer pass: 5/28/26. Union pass: 7/9/26.

Article 9 (Concerted Activity) – This article has not been altered since the first agreement in 1983, and now the CSU wants to restrict the Union's right to strike. The CSU has backed off its initial proposals to bar and restrict sympathy and unfair practice strikes, but it continues to insist that the Union direct its members on reporting their strike participation in the event of a strike. Absurdly, the Employer is asking the Union to collaborate in weakening the primary economic weapon available to workers. CFA believes this article is best left status quo.

Employer passes:12/18/25; 3/26/26; 5/15/26; 6/29/26. Union passes: 2/27/26; 4/10/26; 5/28/26; 7/9/26 (in status quo proposal).

Article 10 (Grievance Procedures) – The parties have agreed to update grievance processing language to conform to the electronic means we currently use to file and communicate about grievances. The parties are close to agreement on amending the grievance form; however, the CSU seeks to create an additional form for filing grievances to Level II. The current practice of email and attachments was not raised as a problem until the introduction of the Level II filing form. Indeed, CFA is baffled by the proposal and, considering other Employer proposals, suspects that the CSU seeks to challenge arbitrability even more frequently than it already does. The CSU has proposed and retreated from various proposed amendments intended to unfairly render grievances void when post-filing timelines are not met.[2] Both sides have a long-standing

[2] Since 2015, the CSU has challenged arbitrability for 26 grievances set for arbitration. The Employer has won a

practice of extending timelines due to scheduling, availability, the need for information, and exploring settlement. The Union has proposed language to address when either side fails to process grievances, and the Employer's last pass moves closer to the Union's position.

Most notably, the Employer seeks to eliminate the right for faculty to grieve discrimination, harassment, and retaliation. The Union has consistently explained that as an Anit-Racist Social Justice Union, CFA cannot agree to take itself out of discrimination claims.

Employer passes: 12/18/25; 2/27/26; 5/28/26; 7/9/26. Union passes: 2/12/26; 4/10/26; 6/29/26. The Union rejected the Employer's 7/9/26 proposal at the table while declaring impasse.

Article 11 (Personnel Files) – Neither party has made proposals on this article, and the Union has proposed going status quo.

Union pass: 7/9/26.

Article 12 (Appointment) – The Union seeks greater job security for temporary faculty. Among other things, the Union is seeking a faster track to 3-year contracts (currently granted after six years). Further, the Union seeks more permanent status once a temporary faculty member has completed two consecutive 3-year contracts.

The Employer is only interested in expanding job security through granting discretionary long-term appointments and expanding the use of visiting faculty. The Employer's approach would harm current employees by privileging a new and expanded class of appointed, Employer-designated employees.

The Union seeks to tie range elevation to periodic performance reviews in order to reduce redundancy and workload for reviewers. The Union also seeks clearer reclassification standards for counselors in this article.

Union passes: 11/21/25; 4/30/26; 7/9/26. Employer passes: 3/27/26; 6/29/26.

Article 13 (Probation and Tenure) – Neither party has made proposals on this article, and the Union has proposed going status quo.

Union pass: 7/9/26.

Article 14 (Promotion) – Neither party has made proposals on this article, and the Union has proposed going status quo.

Union pass: 7/9/26.

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favorable arbitration award once. CFA has won 18 times and voluntarily withdrawn 1 grievance, and the remaining cases were settled. CFA sees arbitrability challenges as delaying tactics and is not interested in expanding this practice with the Employer's proposals in this round of bargaining.

Article 15 (Evaluation) – The parties have made some progress in negotiating this article. The Union still seeks assurances that faculty evaluations do not rely solely on student input without providing faculty an opportunity to make improvements. Further, the Union has proposed that no faculty evaluations be based on grade distributions or student opinion surveys when response rates are low. The Union continues to propose language that builds upon an understanding of unrefuted evidence of bias (based on race, gender, perceived gender, sexual orientation, national origin, disability, and other identities and perceived identities) in student opinions of teaching. To that end, the Union seeks agreement that faculty committees be authorized to exclude flawed (due to discrimination or bias) student input.

Union passes: 11/21/25; 4/30/26; 7/9/26. Employer passes: 3/27/26; 6/29/26.

Article 16 (Non-Discrimination) – The Union has proposed, and the Employer refused to agree to, addressing discrimination problems in a more effective, faculty-centered manner and to better handle disability accommodation issues.

The Employer seeks to scale back faculty rights and union participation in the area of non-discrimination covered in this article by making discrimination, harassment, and retaliation complaints non-grievable. Currently, there are 97 open grievances alleging a violation of Article 16, and the Union is not prepared to withdraw from assisting faculty who complain of discrimination, harassment, and retaliation. Conceding to the Employer is simply not possible.

Union passes: 11/20/25; 3/27/26; 4/30/26; 5/15/26. Employer passes: 1/29/26; 4/10/26; 5/8/26; 7/9/26. The Union rejected the Employer's 7/9/26 proposal at the table while declaring impasse.

Article 17 (Temporary Suspension) – Negotiations in this article have been successful, and the parties seem to have come to agreement on this article.

Union passes: 11/20/25; 1/29/26; 5/15/26; 5/28/26; 7/9/26. Employer passes: 12/18/25; 2/12/26; 5/28/26; 6/29/26.

Article 18 (Reprimands) – The Employer is interested in weakening the rights of faculty unit employees to be free of the impact of reprimands that are more than three years old. In the CSU, reprimands may be considered in all personnel decisions, so continued employment, tenure, promotion, etc. are on the line if reprimands remain in an employee's file. Reprimands are not grievable, and the three-year "wipe away" is the tradeoff for no due process. After several passes back and forth, the Union proposed status quo.

Employer passes: 12/18/25; 2/12/26; 4/10/26; 5/15/26. Union passes: 1/29/26; 3/27/26; 5/8/26; 5/28/26; 7/9/26 (in status quo proposal).

Article 19 (Discipline) – The parties have agreed to update discipline appeal processing language to conform to the electronic means we currently use to file and communicate about discipline appeals. The Employer seeks to eliminate the abeyance period for faculty facing

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demotion or dismissals. The current 135-day abeyance period (keeping employees in paid status) has long served as an effective way to ensure that discipline matters are fast-tracked in arbitration. The Union suspects that without an abeyance period, the Employer will have every incentive to delay discipline arbitrations and deprive faculty of due process by driving them to give up appeals for the sake of new employment to avoid going completely broke.

Employer passes: 1/29/26; 2/27/26; 7/9/26. Union passes: 2/12/26; 4/10/26. The Union rejected the Employer's 7/9/26 proposal at the table while declaring impasse.

Article 20 (Workload) – The Union seeks to explicitly define course caps so that instructional faculty are treated fairly and in predictable ways when they are assigned courses to teach.

The Union seeks to improve working conditions for mental health counselors. The Union also seeks to clarify librarian workload.

The Union seeks assurances that faculty who are required to perform research, scholarship, and/or creative activities not additionally be assigned more than 60% direct instruction.

Workload is one of the biggest issues facing faculty. Currently 180 of the 564 open grievances are over workload and mainly in the area of increasing course caps. The Employer has rejected the Union's proposals despite the obvious problems faculty experience.

Union passes: 11/21/25; 4/30/26; 7/9/26. Employer passes: 3/27/26; 6/29/26.

Article 21 (Summer Employment) – The Employer seeks to eliminate reference to the Maritime Academy after the merger of the Maritime Academy (located in Vallejo, California) with the San Luis Obispo campus. The "merged" campuses are 248 miles away from each other, and almost all faculty appointments and courses, along with many functions and operations remain distinct and unique. The Union seeks status quo regardless of the newly "merged" designation but has conceded that the Maritime Academy been nominally rebranded.

Union passes: 2/27/26; 5/15/26; 5/28/26; 7/9/26. Employer passes: 4/10/26; 5/28/26; 6/29/26.

Article 22 (Leaves of Absence Without Pay) – The parties have made some progress in this article but continue to struggle with necessary leaves for faculty whose immigration or work status changes. The current federal administration makes threats daily to people who exist and work in the U.S., and the Union wants leave status for up to one year (with the possibility of renewal) for anyone who loses their legal status. The Employer's proposals restate already possible management discretion and fail to meet the moment we are living in.

Union passes: 11/20/25; 4/10/26; 5/28/26; 7/9/26. Employer passes: 3/26/26; 5/28/26; 6/29/26.

Article 23 (Leaves of Absence With Pay) – The Union seeks to expand paid parental leave from fifty (50) days to eighty (80) days or a full semester even if the duration spans terms, depending on the date families expand to include children. It is well known that parents,

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especially women, are harmed economically and professionally when they do not have the support they need in the workplace. The Union's proposal is intended to express greater value and support to working families.

Union passes: 11/20/25; 2/27/26; 4/10/26. Employer passes: 1/29/26; 3/26/26.

Article 24 (Sick Leave) – The parties may be close on this article, but the Employer has not responded to the Union's February 27, 2026 proposal. The Union disagrees with requiring domestic partners to be "registered."
Union passes: 11/20/25; 2/27/26. Employer pass: 12/18/25.

Article 25 (Professional Development) – The Union seeks assurances that faculty who are required to maintain licenses and continuing education be reimbursed for the expenses. Management is resistant, favoring current, inconsistent practices on 23 campuses.

Union passes: 2/27/26; 5/8/26; 5/28/26. Employer passes: 4/10/26; 5/15/26.

Article 26 (Fee Waiver) – The Union proposed expanding fee waivers to more employees in November 2025. The Employer has yet to make a counter offer on this proposal.

Union pass: 11/20/25.

Article 27 (Sabbatical) – While the Union sought some improvements in this article, it became apparent that the Employer seeks wide latitude to declare unchallenged financial exigency to unilaterally cancel faculty sabbaticals. The Union agreed to some Employer proposed language in this article but has gotten nothing in exchange for it.

Union passes: 11/20/25; 4/10/26; 5/8/26; 5/28/26. Employer passes: 1/29/26; 4/30/26; 5/15/26.

Article 28 (Difference in pay Leaves) – Neither party has made proposals on this article, and there is agreement to remain status quo.

Employer pass: 5/28/26. Union pass: 7/9/26.

Article 29 (Faculty Early Retirement Program) – Neither party has made proposals on this article, and the Union has proposed going status quo.

Union pass: 7/9/26.

Article 30 (Pre Retirement Reduction in Time Base) – Neither party has made proposals on this article, and the Union has proposed going status quo.

Union pass: 7/9/26.

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Article 31 (Salary) – The Union proposed a salary minimum that is no less than 10% of the Chancellor's base pay (~$79,000); annual COLA+2% to keep faculty ahead of inflation; automatic step increases to move faculty up the salary structure; post-promotion increases to address compression at the top end of the salary structure; an increase in salary range C to guard against compression; an automatic range elevation eligibility process; and an equity program to address salary inversion, compression, or differentials by race, sex, or other protected categories.

Up until July 9, 2026, the CSU proposed only a one-time lump sum payment of 3% of salary (not added to base; not eligible for pension contributions) for the 2025-2026 Academic Year. On July 9, 2026, with full assurance of California's budget allocation (the same $264.8 million with $100.9 million backfill proposed by the Governor in January 2026 – a 7% increase in funding from the previous year), the CSU proposed a 3% across the board general salary increase.

The dispute over this article is profound, and faculty took great offense at the offer. The Union spent months lobbying the legislature to ensure funding at levels well over a 3% increase and frankly expected more.

To add insult to injury, the Employer proposes no retroactive pay for 2026 salary increases, meaning the more time spent on bargaining, the more faculty lose out on whatever salary increase is won.

Union passes: 11/21/25; 5/15/26; Employer passes: 11/21/25; 7/9/26. The Union rejected the Employer's 7/9/26 proposal at the table while declaring impasse.

Article 32 (Benefits) – Until July 9, 2026, neither party made proposals on this article, and CFA proposed status quo. On July 9, 2026, along with its low-ball salary offer, the CSU proposed a working group to bargain future cuts to health care benefits. This working group proposal included a January 1, 2028 sunset on the current health care coverage.

Faculty are shocked to know that the one stable thing they enjoy for tireless public service is now under threat. Faculty are not prepared now or in the future to agree to takebacks on health care coverage.

Employer pass: 7/9/26. The Union rejected the Employer's 7/9/26 proposal at the table while declaring impasse and "passed" the rejection via 7/9/26 status quo proposal.

Article 33 (Holidays) – Until July 9, 2026, neither party made proposals on this article. On July 9, 2026, CFA proposed status quo but for the renaming "Cesar Chavez Day" to "Farmworkers Day," consistent with the rest of the state of California and in light of accusations of sexual abuse committed by Cesar Chavez.

Union pass: 7/9/26.

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Article 34 (Vacation) – Neither party has made proposals on this article, and there is agreement to remain status quo.

Employer pass: 5/28/26. Union pass: 7/9/26.

Article 35 (Outside Employment) – Neither party has made proposals on this article, and the Union has proposed going status quo.

Union pass: 7/9/26.

Article 36 (Additional Employment) – The Union seeks changes in this article to accommodate possible service work that could cause a "temporary" faculty employee to work up to 125%. The Employer seeks status quo.

Union pass: 11/20/25; Employer pass: 7/9/26.

Article 37 (Health and Safety) – The Union has proposed numerous ways for the CSU to address campus health and safety in counselor workspaces and to improve rights for disabled faculty. The Union seeks protections from data breaches and online harassment. Additionally, the Union has proposed non-police responses for non-criminal problems and the appointment of ombudspersons on every campus to facilitate disputes. The Employer has rejected the Union's proposals.

Union passes: 11/20/25; 2/27/26; 5/8/26; 7/9/26. Employer passes: 2/12/26; 4/10/26; 6/29/26

Article 38 (Layoff) – The Employer seeks greater rights in laying off faculty including eliminating the Union's current right to be consulted **before** layoffs occur and decreasing the notice period for faculty. The Union seeks more justification for layoffs in the form of demonstrable financial exigency.

Employer passes: 1/29/26; 4/30/26; 6/29/26. Union passes: 3/27/26; 5/8/26; 7/9/26.

Article 39 (Intellectual Property) – Neither party has made proposals on this article; however, the Union recognizes that this article may need amending depending on agreements made elsewhere.

Article 40 (Extension for Credit) – Neither party has made proposals on this article, and the Union has proposed going status quo.

Union pass: 7/9/26.

Article 41 (Duration and Implementation) – The Employer seeks a contract that would expire on June 30, 2028, with a salary and benefits reopener in 2027. The Union has made it clear that duration requires settlement on most if not all economic terms.

Employer passes: 12/18/25; reproposed in 7/9/26 salary proposal. Union made oral representation of position on 7/9/26.

<u>Conclusion</u>

In sum, the Union seeks to achieve rights, respect, and justice in bargaining, at a time when the rights of everyone in this county are on the line.

We look forward to mediation and a successful resolution.

Yours truly,

Kathy Sheffield
Director of Representation and Bargaining

bdj

Attachment

cc: Joseph Jelincic, Associate Vice Chancellor, Labor Relations and Collective Bargaining

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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 California Faculty Association, 1110 K Street, Sacramento, CA 95814

On July 10, 2026 (*Date*), I served the Request for Impasse Determination/ (*Description of document(s)*)

Appointment of Mediator (*Description of document(s) continued*) in Case No. ______________. 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.*)

Joseph Jelincic
Associate Vice Chancellor, Labor Relations and
Collective Bargaining
The California State University
401 Golden Shore
Long Beach, CA 90802

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 7/10/2026 (*Date*),

at Roseville (*City*) California (*State*).

Bryan D. Justman	[signature]
(*Type or print name*)	(*Signature*)