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STATE OF CALIFORNIA

PUBLIC EMPLOYMENT RELATIONS BOARD

UNFAIR PRACTICE CHARGE

DO NOT WRITE IN THIS SPACE: Case No:

Date Filed: 03/05/2025

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: SEIU Local 1000
- b. Mailing Address: 1808 14th Street, Sacramento, CA 95811
- c. Telephone number: (916) 554-1279
- d. Name and title of agent to contact: E-mail Address:
- Telephone number: (916) 554-1279 Fax No.:
- e. Bargaining Unit(s) involved: 1, 3, 4, 11, 14, 15, 17, 20, and 21

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

- a. Full name: State of California
- b. Mailing Address: Office of the Governor 1021 O Street, Suite 9000, Sacramento, CA 95814
- c. Telephone number:
- d. Name and title of agent to contact: E-mail Address:
- Telephone number: Fax No.:

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

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

Yes ☒ No ☐ Unknown ☐

6. STATEMENT OF CHARGE

a. The charging party hereby alleges that the above-named respondent is under the jurisdiction of: (check one)

- ☐ Educational Employment Relations Act (EERA) (Gov. Code, § 3540 et seq.)
- ☒ Ralph C. Dills Act (Gov. Code, § 3512 et seq.)
- ☐ Higher Education Employer-Employee Relations Act (HEERA) (Gov. Code, § 3560 et seq.)
- ☐ Meyers-Milias-Brown Act (MMBA) (Gov. Code, § 3500 et seq.)
- ☐ 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:
3517 and 3519(a), (b) and (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 Statement of the Charge

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.)

(Type or Print Name)

(Signature)

03/05/2025

Date



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STATE OF CALIFORNIA
PUBLIC EMPLOYMENT RELATIONS BOARD
UNFAIR PRACTICE CHARGE

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IS THIS AN AMENDED CHARGE?

YES

☐

If so, Case No.

NO

☒

1. CHARGING PARTY:

EMPLOYEE

☐

EMPLOYEE ORGANIZATION

☒

EMPLOYER

☐

PUBLIC¹

☐

a. Full name:

Service Employees International Union, Local 1000

b. Mailing address:

1808 14th Street, Sacramento, CA 95811

c. Telephone number:

(916) 554-1279

d. Name and title of
person filing charge:
Telephone number:

E-mail Address:

e. Bargaining unit(s)
involved:

1, 3, 4, 11, 14, 15, 17, 20, and 21

2. CHARGE FILED AGAINST: (mark one only)

EMPLOYEE ORGANIZATION

☐

EMPLOYER

☒

a. Full name:

State of California, Office of the Governor

b. Mailing address:

1021 O Street, Suite 9000 Sacramento, CA 95814

c. Telephone number:

d. Name and title of
agent to contact:
Telephone number:

E-mail Address:

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:

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- ☐ The Los Angeles County Metropolitan Transportation Authority Transit Employer-Employee Relations Act (TEERA) (Supervisory Employees of the Los Angeles County Metropolitan Authority (Pub. Util. Code, § 99560 et seq.)
- ☐ Trial Court Employment Protection and Governance Act (Trial Court Act) (Article 3; Gov. Code, § 71630 – 71639.5)
- ☐ Trial Court Interpreter Employment and Labor Relations Act (Court Interpreter Act) (Gov. Code, § 71800 et seq.)
- b. The specific Government or Public Utilities Code section(s), or PERB regulation section(s) alleged to have been violated is/are: Government Code sections 3517 and 3519(a), (b) and (c) Unknown ☐
- c. For MMBA, Trial Court Act and Court Interpreter Act cases, if applicable, the specific local rule(s) alleged to have been violated is/are **(a copy of the applicable local rule(s) MUST be attached to the charge)**:
- d. Provide a clear and concise statement of the conduct alleged to constitute an unfair practice including, where known, the time and place of each instance of respondent's conduct, and the name and capacity of each person involved. This must be a statement of the facts that support your claim and *not conclusions of law*. A statement of the remedy sought must also be provided. *(Use and attach additional sheets of paper if necessary.)* See attached ☒
- [SEE STATEMENT OF THE CHARGE]

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 03/05/2025

at Sacramento, California (Date)
(City and State)

– (Type or Print Name and Title, if any) (Signature)

Mailing Address: 1808 14th Street, Sacramento, CA 95811

E-Mail Address:

Telephone Number:

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 1808 14th Street, Sacramento, CA 95811

On March 5, 2025, I served the Unfair Practice Charge
(Date) (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)):

- ☒ 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.)

California Department of Human Resources	Governor Gavin Newsom
C/O Director Eraina Ortega	1021 O Street, Suite 9000
1515 S Street, North Building, Suite 500	Sacramento, CA 95814
Sacramento, California 95811-7258	

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 March 5, 2025,
(Date)
at Sacramento California.
(City) (State)

(Type or print name)

(Signature)

STATEMENT OF THE CHARGE

Introduction:

SEIU Local 1000 files this Unfair Practice Charge alleging that the State of California violated sections 3517, and 3519 subsections (a), (b), and (c) of the Dills Act when California Governor Gavin Newsom issued Executive Order N-22-25 (Exhibit A) (“EO”) on March 3, 2025.

Paragraph 1 of Governor Newsom’s Executive Order N-22-25 states:

All agencies and departments subject to my authority that provide telework as an option for employees shall implement a hybrid telework policy with a default minimum of four in-person days per work week, with case-by-case exceptions available as provided in Paragraph 2, effective July 1, 2025.

SEIU Local 1000 and the State of California have an existing Memorandum of Understanding (SEIU Local 1000 MOU) governing the terms and conditions of employment for approximately ninety-five thousand employees in Bargaining Units 1, 3, 4, 11, 14, 15, 17, 20, and 21. The term of the MOU is July 1, 2023, and pursuant to Article 2.1, “shall remain in full force and effect through and including June 30, 2026”.¹

This contract was approved just a year or so ago – when Governor Newsom signed the bill (SB148) in September 2023 funding compensation and benefits for the next three years. Now, by executive fiat, the State has renounced important MOU provisions. The MOU includes the telework stipend (Art. 21.5) and 24.1(a) – the entire agreement clause – which states “[e]xcept as provided in this Contract, it is agreed and understood that each party to this Contract voluntarily waives its right to negotiate with respect to any matter raised in negotiations or covered in this Contract.” Local 1000 demands that its rights under 21.5 and 24.1(a) be honored and respected. Together, these confirm the State’s clear and specific waiver of changes to the contract terms. Any detraction from this clear principle amounts to repudiation of this important provision.

The California Supreme Court has weighed in on the act of repudiation of a labor agreement, finding such acts to be repugnant to collective bargaining laws

_____ Why negotiate an agreement if either party can disregard its provisions? What point would there be in reducing it to writing, if the terms of the contract were of no legal consequence? Why submit the agreement to the governing body for determination if its approval were without significance? What integrity would be left in government if government itself could attack the integrity of its own agreement? The procedure established by the act would be meaningless if the end-product, a labor-management agreement ratified by the governing body of the agency, were a document that was itself meaningless. The Legislature designed the act, moreover, for the purpose of resolving

¹ Per the Dills Act’s “Evergreen Clause”, the terms of the LOCAL 1000 MOU remain in effect beyond June 30, 2026, pursuant to Government Code section 3517.8(a).

labor disputes. (See Gov. Code, § 3500.) But a statute which encouraged the negotiation of agreements, yet permitted the parties to retract their concessions and repudiate their promises whenever they choose, would impede effective bargaining. Any concession by a party from a previously held position would be disastrous to that party if the mutual agreement thereby achieved could be repudiated by the opposing party. Successful bargaining rests upon the sanctity and legal viability of the given word. *Glendale City Employees' Assn. v. City of Glendale*, 15 Cal.3d 328, 336 (1975)

The State clearly and specifically waived renegotiation of the telework stipend for the duration of the MOU. In the face of actions by the State of California, through CalHR, in violating the Dills Act (Government Code §§ 3519(a), (b), and (c)) by engaging in unfair conduct that exhibits bad faith, repudiates contract provisions, interferes with employee rights, CalHR denies Local 1000 its guaranteed rights under the Dills Act, and attempts to alter the terms of an existing MOU by eliminating a contract term using executive fiat. The State's attempt to repudiate these agreed-upon terms, after the MOU's approval, is a clear violation of the bargaining process, the MOU, and Local 1000's rights under the Dills Act.

Statement of Facts:

Article 24.1(A) of the LOCAL 1000 MOU states:

This MOU sets forth the full and entire understanding of the parties regarding the matters contained herein, and any other prior or existing understanding or MOU by the parties, whether formal or informal, regarding any such matters are hereby superseded. Except as provided in this MOU, it is agreed and understood that each party to this MOU voluntarily waives its right to negotiate with respect to any matter raised in negotiations or covered in this MOU, for the duration of the MOU.

Article 21.1(C) of the LOCAL 1000 MOU, titled "Telecommuting", states:

Formal written telework or telecommuting policies and programs already adopted by the departments before the date of this MOU will remain in effect during the term of this MOU.

Article 21.1(D) states:

Departments that desire to establish a telework or telecommuting policy and/or program or departments desiring to change an existing policy and/or program shall first notify the Union. Within thirty (30) calendar days of the date of such notification, the Union may request to meet and confer over the impact of the telework or telecommuting policy and/or program or change in an existing telework or telecommuting policy and/or program.

Article 21.5 of the LOCAL 1000 MOU, concerning Telework Stipends, states in relevant

part:

A. Effective October 1, 2021, for the October 2021 pay period and payable after the first day of the pay period following ratification, employees who have an approved telework agreement on file with the department shall receive a telework stipend as provided below:

1. Employees identified as Remote Centered² with an approved telework agreement shall receive \$50 per month.
2. Employees identified as Office Centered³ with an approved telework agreement shall receive \$25 dollars per month.

...

B. Payment Process

(9) Any change to the employee's telework status which affects the eligibility of this stipend shall be administered in accordance with the provisions of this side letter and the terms of the MOU.

Charges:

Unilateral Change – Inflexible Bargaining

The EO action directly and unilaterally impacts terms and conditions of employment, including MOU provisions, work schedules, telework arrangements, commuting burdens, and other related work-life interaction. Government Code § 3516.5 requires the State to meet and confer before adopting policies affecting employment terms. By failing to engage in prior negotiations, the State violated this statutory obligation. Further, PERB precedent establishes that return-to-work policies and telework arrangements are mandatory subjects of bargaining. The State failed to provide notice or an opportunity to negotiate, prior to establishing its foregone conclusion of a 4 days in office - constituting a per se unfair labor practice.

The State has already determined the outcome of negotiations with a predetermined decision to impose a four-day in-office workweek, failing to engage in genuine bargaining. Further, the State falsely claimed that "in office camaraderie" constituted an emergency basis for bypassing bargaining obligations. Surface bargaining occurred as the State refused to meaningfully consider alternative proposals, violating the requirement of good faith negotiations (*City of San Ramon (2018) PERB Decision No. 2590-M*).

² Remote-centered means "the employee works 50 percent or more of their time monthly from an alternate work location". (State of California, Telework Agreement, STD 200 (Rev. 1/2022, **Exhibit B**))

³ Office-center means "the employee works more than 50 percent of their time monthly from the office headquarter location". (*Id.*)

To determine whether a party has negotiated with the requisite subjective intention of reaching an agreement, the Board considers all evidence relevant to intent, including the parties' conduct away from the bargaining table. (City of San Jose (2013) PERB Decision No. 2341-M, pp. 22-23.) The "ultimate question" is whether the respondent's conduct, when viewed in its totality, was sufficiently egregious to frustrate negotiations. (Id. at p. 19.) A single indicator of bad faith, if egregious, can be a sufficient basis for finding that a negotiating party has failed to bargain in good faith. (Ibid.)

Here, the Governor's EO exhibits the criteria of a bad faith action. The outcome of negotiations is already pre-determined. PERB has found such conduct to constitute bad faith when it is exemplified by a take-it-or-leave-it approach. Such examples include if an employer adopted a "take-it-or-leave it" attitude when it (1) presented its position as an ultimatum, telling union it had a choice of either accepting new terms or arriving at impasse; (2) showed a predetermination to negotiate or impose its own proposals without carefully and mutually reviewing the union's proposals, issues, and concessions; and (3) declared impasse based not on an assessment of the parties' actual differences, but on the fact that it had not achieved capitulation to all of its demands. (City of San Ramon (2018) PERB Decision No. 2590-M). Furthermore, in Regents of the University of California (1983) PERB Decision No. 356-H, p. 21, it may be bad faith for employer to insist that it will not agree to different terms for different employee groups.

This EO has all the textbooks metrics of bad faith inflexible bargaining when an ultimatum has already been determined. Such conduct cannot withstand scrutiny under applicable standards of law.

Unilateral Change – Mandatory Subject of Bargaining

As recently as 2022, PERB has found that work-from-home policies meet all the criteria for a mandatory subject of bargaining. (Oxnard Union High School District (2022) PERB Decision No. 2803-E (Oxnard)). The Board adopted the Anaheim Test to distinguish between mandatory and non-mandatory bargaining topics. (*Anaheim Union High School District* (1981) PERB Decision No. 177). An employer must bargain over a decision if: (1) it is logically and reasonably related to hours, wages or an enumerated term and condition of employment, (2) the subject is of such concern to both management and employees that conflict is likely to occur and the mediatory influence of collective negotiations is the appropriate means of resolving the conflict, and (3) the employer's obligation to negotiate would not significantly abridge [its] freedom to exercise those managerial prerogatives (including matters of fundamental policy) essential to the achievement of [its] mission." (San Bernardino Community College District (2018) PERB Decision No. 2599, p. 8 (San Bernardino), quoting Anaheim, supra, PERB Decision No. 177, pp. 4-5.)

In applying this test to work-from-home policies the Board stated: "We similarly have no trouble finding that work-from-home policies satisfy the first two elements of the Anaheim test. Looking to the third element, in normal circumstances bargaining over changes to a work-from-home policy would not unduly infringe on managerial freedom, as delay in finalizing a new policy is unlikely to significantly frustrate any essential public education goal." (Oxnard p. 43). Neither the EO nor the Governor's office makes any argument for why this return to office is necessary

outside of normal circumstances. There is no true emergency in effect and bargaining over this change in policy must proceed before any change is made. Feeble efforts to link “comradery” to a true state of emergency fail to meet appropriate scrutiny.

Further, this order, to take effect in less than three months, significantly impacts working conditions. Many, if not most, departments and agencies have decreased their office space and have hired more workers. This means that even at the current 3 day per week in-office requirement, there is often no space for every employee. Many employees are forced to “hotel” or share desks meaning efficiencies are decreased not increased. Failing the meet the moment, the EO by fiat erodes state operations as departments across California will struggle to house the majority of their staff every day.

Repudiation of the Zipper Clause – Interference and Unilateral Change

In accordance with Article 24.1(A) of the SEIU MOU, SEIU and the State of California have “agreed and understood that each party... voluntarily waives its right to negotiate with respect to any matter raised in negotiations or covered in this MOU, for the duration of the MOU”. This includes matters pertaining to telecommuting, as well as the telework stipend. Since SEIU and the State of California have a binding MOU, Governor Newsom is without lawful authority to make changes to any departments’ telework policies, or the telework stipend program, effective on July 1, 2025, or thereafter, unless and until the parties agree to a successor MOU that permits the desired change or impasse is declared pursuant to section 3517.8(b) of the Dills Act.

As of the date of this filing, the parties have not yet begun bargaining, therefore there is no indication that either will happen by the Order’s effective date of July 1, 2025. Notably, Governor Newsom’s Executive Order will have also unilaterally removed the remote-centered Telework Stipend as all employees will become office-centered prior to the parties’ engaging in any bargaining over the matter. This violates the Dills Act because the remote-centered stipend was a SEIU negotiated benefit that the State of California agreed to and that cannot be unilaterally removed “for the duration of the MOU”, or thereafter, unless one the two forementioned requisites occurs.

Additionally, Article 21.1 does not permit Governor Newsom to unilaterally order agencies and departments subject to his authority to “implement a hybrid telework policy with a default minimum of four in-person days per work week.” Rather, as subsection (C) of Article 21.1 of the SEIU MOU states, “Formal written telework or telecommuting policies and programs already adopted by the departments before the date of this MOU will remain in effect during the term of this MOU.” (Article 21.1(C).) Critically, the MOU references telework or telecommuting policies and programs previously adopted by “departments”.

This is consistent with the Department of General Services’ (DGS) Statewide Telework Policy (DGS Policy 0181, Exhibit C), which states, in its entirety, as follows:

This policy applies to all state of California agencies, departments, boards,

commissions, and offices (departments). Departments are responsible for ensuring compliance with the provisions of this policy.

(Emphasis added.)

Similarly, in the second paragraph of the Statewide Telework Policy it states, “Each department shall establish a written policy specific to the department’s business needs in accordance with this statewide policy.” (Emphasis added.) The policy then references the legal authority pursuant to which the Statewide Telework Policy was established.

It states, “The statewide telework program is established pursuant to Government Code sections 14200-14203.” California Government Code section 14200.1 (b) states:

It is the intent of the Legislature to encourage state agencies to adopt policies that encourage telecommuting by state employees.
(Emphasis added.)

Similarly, Government Code section 14201 states:

Every state agency shall review its work operations to determine where in its organization telecommuting can be of practical benefit to the agency.

(Emphasis added.) Thus, the Statewide Telework Policy, and the authorizing legislation that created it, clearly vest the responsibility and authority for telework policies in “each department”. The Governor’s statewide Executive Order therefore unlawfully usurps the Legislature’s authority by dictating a new telework policy to all state agencies under his sole authority.

A plain reading of the Executive Order makes it clear that the Governor did not take any “specific” department’s business need into account, but rather, made a blanket, one-size fits-all policy for all departments based on his own personal determination. Ignoring statutory or legal requirements in favor of impetuous executive action may be a la mode but it fails to pass the scrutiny of either the Dills Act or the MOU, both of which have been adopted by legislative action.

Dills Act Violations

Based on the above, SEIU alleges that the State of California violated Government Code section 3519 (a), (b), and (c) when it:

Issued Executive Order N-22-25 on March 3, 2025,

-without first meeting and conferring with SEIU in good faith regarding the terms and conditions of employment for SEIU represented employees, specifically the number of telework days per

week allowed, and the impact on Telework Stipends, prior to arriving at a determination of policy or course of action, as required by Government Code section 3517;

-without considering fully such presentations made by SEIU on behalf of its members, prior to arriving at a determination of policy or course of action, as required by Government Code section 3517;

-disregarding the requirements of the DGS Statewide Telework Policy which expressly places the authority and responsibility on individual departments to establish a telework policy that is “specific to the department’s business needs”;

-disregarding its previous waiver of bargaining changes on this topic

-unlawfully depriving SEIU of its right to represent its members in their employment relations with the State on matters within the scope of representation, in violation of Government Code section 3515.5;

-unlawfully depriving SEIU represented employees of their right to be represented by SEIU in their employment relations with the State on matters within the scope of representation, in violation of Government Code section 3515; and

-unlawfully impairing SEIU’s bargaining position and rights with respect to the Telework Program and Telework Stipends.

Statement of Remedy Sought

SEIU, therefore, respectfully requests that PERB issue an Order instructing the State of California to:

- 1) Immediately rescind Executive Order N-22-25, and return to status quo ante
- 2) Comply with the DGS Statewide Telework Policy;
- 3) Respect the SEIU Memorandum of Understanding;
- 4) Cease and desist from engaging in further violations of SEIU’s and its Members’ collective bargaining rights;
- 5) In the event SEIU needs to pursue this matter further, award SEIU reasonable attorney’s fees and costs for vindication of its and its Members’ rights; and
- 6) Any other remedy deemed just and appropriate by the PERB.

EXHIBIT A

EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA

EXECUTIVE ORDER N-22-25

WHEREAS as of January 2025, California has more than 224,000 full-time state employees, supporting the delivery of critical public services ranging from Medi-Cal to nutrition assistance, from unemployment insurance to driver's licenses and vehicle registrations, from fire preparedness and emergency response to public safety, and from education and childcare to environmental protection; and

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WHEREAS California's state employees demonstrate their devotion to public service and the common good, day in and day out, through their hard work and talents; and

WHEREAS prior to the COVID-19 pandemic, nearly all state employees had a baseline expectation of working in-person five days a week; and

WHEREAS although the COVID-19 pandemic precipitated change for many state employees, with a rapid shift to hybrid or full-time telework due to public health considerations, more than half of our state workforce continued to report to work in-person throughout the pandemic, and others have returned to full-time in-person work, including peace officers, health care and mental health care providers, janitorial staff, highway maintenance workers, occupational and environmental safety inspectors, and front-line customer service staff in various agencies and departments; and

WHEREAS in April 2024, based on experience and research about the benefits of in-person work, which include enhanced collaboration, cohesion, creativity, and communication, improved opportunities for mentorship, especially for newer employees, and improved supervision and accountability, my Administration directed agencies and departments subject to my authority that provide telework as an option for employees to implement a hybrid telework policy with an expectation of at least two in-person days per week; and

WHEREAS several leading private sector employers have recently increased in-person work requirements, including some implementing full-time in-person requirements, and a number of public sector employers, including in California, have likewise recently increased in-person work expectations; and

WHEREAS experience across various employment sectors and research continue to affirm that in-person work promotes collaboration, cohesion, efficiency, and accountability for employees and supervisors, all of which are critical for effectively delivering services to the public and maintaining public confidence in the efficiency of state government; and

WHEREAS the benefit of in-person work days is undermined by the non-aligned work schedules of employees under a two-day minimum expectation, because employees and supervisors, including individuals on the same teams or in the same units who would particularly benefit from in-person time together, are often in-person on different days, such that increasing the number of in-person days necessarily will increase the time employees and supervisors will have in the office together; and

WHEREAS ongoing disparities around in-person work expectations across departments and within job classifications for state employees raise issues of

fundamental fairness, particularly for classifications of employees who must report in-person five days a week, including custodial and janitorial staff, maintenance workers, and others; and

WHEREAS increasing in-person work expectations for state employees will also promote trust with members of the public, many of whom must report to work in-person for their own jobs, that state government is working effectively for them; and

WHEREAS I have determined that increasing in-office work expectations for state employees, while still providing the flexibility of a hybrid schedule that most state employees did not have prior to the COVID-19 pandemic, is an operational necessity, to maximize collaboration, cohesion, efficiency, and accountability for delivering services to the public and to maintain public confidence in the efficiency and effectiveness of state government; and

WHEREAS prior to the COVID-19 pandemic, California had established family-friendly employment policies, including procedures to request flexible work schedules, and individualized reasonable accommodations, and those processes will continue to remain available; and

WHEREAS to allow agencies and departments to review current operational needs related to telework, to provide impacted employees sufficient time to adjust to updated in-person work schedules, as applicable, and generally to ensure a smooth transition for agencies, departments, and state employees and align with the start of the fiscal year, the updated policies directed by this Order will take effect on July 1, 2025; and

WHEREAS recent actions by the federal government to reduce the size of the federal workforce and eliminate jobs for federal civil servants with expertise that would benefit the State create opportunities to fill unmet needs in the State workforce.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, do hereby issue the following Order to become effective immediately:

IT IS HEREBY ORDERED THAT:

1. All agencies and departments subject to my authority that provide telework as an option for employees shall implement a hybrid telework policy with a default minimum of four in-person days per work week, with case-by-case exceptions available as provided in Paragraph 2, effective July 1, 2025.
2. Agencies and departments subject to Paragraph 1 shall consider their individual operational needs in determining whether to offer telework as an option. Consistent with the intent of this Order, agencies and departments shall consider employee requests for more than one telework day per week on a case-by-case basis, as required by any applicable Memorandum of Understanding, and consistent with existing state policies and governing law (e.g., requests for reasonable accommodations, Family Medical Leave Act, and other existing flexible schedule frameworks addressing personal circumstances) and future Administration guidance. No later than March 13, 2025, the California Department of Human Resources (CalHR) shall publish statewide guidance to assist agencies and departments in making

appropriate case-by-case exceptions. In addition to any other subjects that CalHR deems appropriate, the guidance on case-by-case exceptions shall address employees whose positions require telework and employees who do not live near their duty stations and were hired with a mutually agreed-upon telework arrangement.

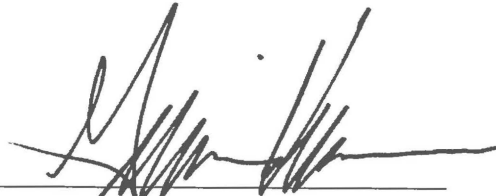
3. CalHR shall promptly notice impacted bargaining units, to ensure legally required notice is provided prior to implementation of the directives in Paragraphs 1 and 2.
4. CalHR and the Department of General Services (DGS), under the coordination of the Government Operations Agency, shall provide guidance, and consult with individual agencies and departments upon request, regarding compliance with the directives in Paragraphs 1 and 2. Individual agencies and departments shall work with DGS to develop a plan to accommodate the increase in in-person work, including with respect to workplace facilities and employee transportation options, and shall submit such plans to DGS no later than April 1, 2025. DGS shall notify my office no later than May 1, 2025, of any agency or department that has not prepared an adequate plan.
5. CalHR shall assess vacant jobs that match skills needed in the State workforce with the qualifications of former federal employees in need of new opportunities, including but not limited to those with skills and experience related to firefighting, weather forecasting and modeling, natural resource management, medical and mental health, and the sciences, and report its findings to the appropriate agency or department in my Administration. CalHR shall additionally create a federal employee resource website connecting this newly available talented workforce with current job opportunities, virtual job fairs, virtual job counseling, and create a framework that maps the skills required for state government employment.
6. All agencies and departments not subject to my authority, including those under the authority of independent statewide constitutional officers, are strongly encouraged to implement the directives contained in this Order.

IT IS FURTHER ORDERED that, as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

PERB Received
03/05/25 17:32 PM

IN WITNESS WHEREOF I have
hereunto set my hand and caused the
Great Seal of the State of California
to be affixed this 3rd day of March 2025.



GAVIN NEWSOM
Governor of California

ATTEST:

SHIRLEY N. WEBER, Ph.D.
Secretary of State

EXHIBIT B

TELEWORK AGREEMENT

STD 200 (Rev. 1/2022)

Telework Agreement

A	Request Type			
	Select the appropriate box and complete the listed sections.			
	<input type="checkbox"/> 01. New Telework Agreement Sections B, C, D, E, G (Section F for Supervisor only)	<input type="checkbox"/> 02. Modify Telework Agreement Sections B, C, D, E, H (Section F for Supervisor only)	<input type="checkbox"/> 03. Terminate Telework Agreement Sections B, I	<input type="checkbox"/> 04. Perform Annual Review Sections B, J

B	Employee Information			
	01. Employee Name:	Last	First	Middle Initial
	02. Employee ID:			
	03. Position Number ¹ :			
	04. Collective Bargaining Identifier (CBID) ¹ :			

C	General Provisions			
	<input type="checkbox"/>	1. Employee and Department agree to adhere to the state telework policy, their own organization's telework policy, and the terms of this Agreement.		
	<input type="checkbox"/>	2. Addresses		
		Officially designated alternate work location ^{1, 2} :		
		Street		
		Street 2		
		City	State	Zip
		Office address ¹		
		Street		
		Street 2		
	City	State	Zip	

TELEWORK AGREEMENT

STD 200 (Rev. 1/2022)

C

☐

3. Telework phone number: _____

Employee agrees to be reachable by phone during their assigned work hours.

☐

4. Employee's agreed upon telework schedule¹

	M	T	W	T	F	S	S
Office/Telework							
Start							
End							

Work schedule¹: _____

Average number of days per week teleworking¹: _____

☐

Remote Centered Employee

☐

Office Centered Employee

Telework Agreement Effective Start Date (MM/DD/YYYY): ____/____/____

Notes on Work Schedule:

☐

5. Employee understands that one of the evaluation tools for this Telework Agreement will be based on satisfactory completion of Employee's job responsibilities as identified in the attached duty statement and consistent with the essential job functions.

☐

6. Employee agrees to complete work in the same manner as would be done in the office, which includes, but is not limited to, meeting deadlines, attending meetings, and being reachable.

☐

7. Employee acknowledges they must forgo telework when their physical presence is required in the office on regularly scheduled telework days. Managers and/or supervisors should provide prior notice whenever possible. The employee may be required to report to the office without prior notice.

☐

8. Employee agrees to maintain safe working conditions at the approved alternate work location and abide by the Department's Ergonomic Program guidelines.

☐

9. Employee agrees to maintain a distraction-free remote work environment.

TELEWORK AGREEMENT

STD 200 (Rev. 1/2022)

C	<input type="checkbox"/>	10. Employee agrees to be responsible for all Employee-owned equipment, including but not limited to internet bandwidth, to perform all work functions.
	<input type="checkbox"/>	11. Teleworkers must be available during their designated work hours as prescribed by the manager/supervisor.
	<input type="checkbox"/>	12. Employee agrees to obtain approval immediately from their supervisor when they require a change to the approved alternate work location.
	<input type="checkbox"/>	13. Employee agrees to arrange in advance for any dependent care and other personal responsibilities to ensure that Employee can work at the alternate work location without adversely affecting normal work duties or professionalism.
	<input type="checkbox"/>	<p>14. Employee agrees to adhere to all requirements set forth by the department and state, and all laws, rules and regulations, policies, procedures and expectations, including but not limited to: following all Information Security and Privacy policies and completing all required training; using approved safeguards to protect confidential state records from unauthorized use, disclosure, release, alteration or destruction; abiding by the department's Acceptable Use Policy, Remote Access Policy, the statewide Telework and Remote Access Security Standards (SIMM 5360-A) and provisions of the Telework Program Policy.</p> <p>Employee further understands that confidential information may not be physically removed from state offices or electronically accessed, copied, downloaded or transferred to an unapproved electronic media except as permitted and authorized by established state and department policy and procedure, as needed in the performance of their legitimate work responsibilities, and with the express approval of the employee's supervisor or manager. Confidential information may never be shared with others that may have access to the remote and/or telework workspace (such as family and visitors at the employee's alternate work location).</p>

D	Technology and Equipment				
	<p>The employee and department agree to work together to ensure that the alternate worksite is safe and ergonomically suitable.</p>				
	<p>All equipment or technology access the employee will need to telework and whether it will be employee or employer provided shall be determined prior to the start of telework.</p>				
	<p>In the event of equipment failure or service interruption, the employee must notify employer immediately to discuss alternate assignments or other options.</p>				
	<table border="1"><thead><tr><th>Equipment Description</th></tr></thead><tbody><tr><td> </td></tr><tr><td> </td></tr><tr><td> </td></tr><tr><td> </td></tr></tbody></table>	Equipment Description			
Equipment Description					

TELEWORK AGREEMENT

STD 200 (Rev. 1/2022)

Follow your department's established Asset Management process to borrow equipment to take to the approved alternate work location and to return equipment to the department.

Employee will make equipment available to Department for maintenance and repair. Please note if voluntarily using any personally owned equipment, it may need to be released in the event of an investigation or request under the Public Records Act (Gov. Code sections 6250 et seq.) for public records stored on personal equipment.

Upon termination of the Telework Agreement, Employee agrees to return all state-owned equipment in a timely manner or may be responsible for the cost of the equipment pursuant to State policy, regulations, and standards.

E Scope of Agreement

☐

Employee understands that all obligations, responsibilities, and terms and conditions of employment with the Department remain unchanged, except those specifically addressed in this Telework Agreement. Any breach of this Telework Agreement by Employee may result in modification or termination of the Telework Agreement.

The Telework Agreement will be reviewed on an annual basis to assess effectiveness. The Telework Agreement may be reviewed on an ad hoc basis and may be modified in response to a request by either the supervisor or Employee, changes in position or Employee eligibility, or to address individual or organizational performance.

Employee may terminate agreement at any time by providing notification in writing.

F To be Completed by Supervisor

☐

01. Approved

☐

02. Denied

☐

03. Returned for Corrections

Reason for Denial or What Corrections are Needed:

TELEWORK AGREEMENT

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G

New Telework Agreement Acknowledgement

I have read and understand this Agreement, understand its provisions and, by signing below, agree to be bound by this agreement. I have met with my supervisor and discussed my role and responsibilities in teleworking at this department.

Employee Signature

Date

The Department concurs with Employee's participation and agrees to adhere to policy guidelines and this agreement.

Supervisor Signature

Date

Maintain one copy of this agreement for Employee, Supervisor and Telework Coordinator.

H

Modify Telework Agreement

☐

There are modifications. This Telework Agreement supersedes prior agreements.

I have read and understand this Agreement, understand its provisions and, by signing below, agree to be bound by this agreement. I have met with my supervisor and discussed my role and responsibilities in teleworking at this department.

Modification Effective Date (MM/DD/YY): ____/____/____

Employee Signature

Date

The Department concurs with Employee's participation and agrees to adhere to policy guidelines and this agreement.

Supervisor Signature

Date

TELEWORK AGREEMENT

STD 200 (Rev. 1/2022)

I Terminate Telework Agreement

Termination Effective Date (MM/DD/YY): _____

☐ The Telework Agreement will be terminated. Follow your department Telework Agreement termination process.

Employee Signature

Date

The Department concurs with the termination of the Employee's participation in telework and agrees to adhere to policy guidelines.

Supervisor Signature

Date

J Annual Review

Annual Telework Agreement Review – Year: _____

☐ The Telework Agreement will be modified. This TWA will be terminated, and a new agreement activated using the New Agreement option. The new agreement will supersede prior agreements.

☐ The Telework Agreement has been reviewed by the Employee and Supervisor.
☐ There is no change from the previous year. The Agreement remains unchanged and in effect. The Department concurs with Employee's participation and Employee agrees to adhere to policy guidelines and this agreement.

Employee Signature

Date

Supervisor Signature

Date

TELEWORK AGREEMENT

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NOTICE ON COLLECTION

Your State department is collecting information on STD 200, Telework Agreement as authorized by Government Code sections 14200—14203 and the Telework Policy, State Administrative Manual Management Memo 21-08. The information provided is subject to, but not limited to Civil Code Section 1798.24 and the Information Practices Act. All fields are required to be completed in STD. 200. Failure to provide all required information will result in delay or denial of your telework agreement. The information is collected for the purpose of administering the telework program and for the purpose of validating appropriateness of alternate work location and aggregate report on telework effectiveness. Additionally, the information may be used for assessing the benefits of telework to the employee and State. The aggregate de-identified information may be shared publicly. The State of California will not disclose personal information unless required to do so by law. You have the right to access the records containing the personal information that you provided. For questions about this notice and access to your records, contact your department Telework Coordinator.

TELEWORK AGREEMENT

STD 200 (Rev. 1/2022)

Instructions

Section A: Request Type

New Telework Agreement – Check here if a new Telework Agreement is requested. Fill out sections B, C, and D. Acknowledge section E. Fill out section F. Read section G; both the Employee and Supervisor must sign on their respective signature line. Enter the date you sign the request.

Modify Telework Agreement – Check here to request changes to an existing and approved Telework Agreement in active status. Fill out sections B, C, and D. Acknowledge section E. Fill out section F. Read Section H; both the Employee and the Supervisor must sign on their respective signature line. Enter the date you sign the request.

Terminate Telework Agreement – Check here to terminate an existing and approved Telework Agreement. Fill out section B. Read section I. Enter the termination effective date; both the Employee and Supervisor must sign on their respective signature line. Enter the date you sign the TWA termination. Follow your department TWA termination processes for both the telework agreement and telework equipment return. NOTE: Supervisors and managers should check with their Labor Relations consultant prior to terminating a TWA.

Annual Review – Check here if the Annual Review of the Telework Agreement is being performed. Fill out section B. Check the appropriate box on section J and follow any further instructions provided. Both the employee and supervisor must sign on their respective signature line. Enter the date you sign the Annual Review.

Section B: Employee Information

01: Name

Enter Employee Name, Last, First and Middle Initial.

02, 03: Employee ID and Position Number

Enter Employee ID and Position Number.

Find your Employee ID and Position Number on Cal Employee Connect, <https://connect.sco.ca.gov/>. Once logged in, click on your name in the upper right-hand corner and select User Profile. You will find your Unique Employee ID (UEID) and Position Number under Employee Information. If you have not registered, please click the Register icon. You will need the following information from a single earnings statement (paper warrant/paystub or direct deposit advice).

- Department or Campus Name
- Agency Code
- Social Security Number (SSN)
- Date of Birth
- Warrant number or direct deposit number
- Total Deductions

If you do not have any earnings statements, please contact your HR office to obtain required warrant number and deductions information.

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04: Collective Bargaining Identifier (CBID)

Enter CBID.

The CBID information can be found in the [CalHR Pay Scale](#). Select option 15 for an alphabetical listing of Classifications. Find your classification. The CBID will be located in the last column on the right. For the CBID information, include appropriate letter (M,S, C, R) and the unit number.

Section C: General Provisions

1: Read the provision carefully. Provide initials in the checkbox to acknowledge agreement.

2: Addresses

Enter the address of designated alternate work location and office. The office address should match what HR and accounting have on file. Provide initials in the checkbox to acknowledge agreement.

3: Enter the phone number for which the employee will be reachable during telework. Provide initials in the checkbox to acknowledge agreement.

4: Work Schedule

Enter the Employee's planned work schedule for an average week. In the top row, indicate if the day will be in the "Office" or "Telework". If not working on a particular day, enter "n/a". Enter the start time and end time for each work day.

Input Employee's work schedule. The choices are:

- Standard – standard 40-hour work week with 8-hour work days and is the default value.
- FT_AWWS 9/8/80 – 80-hours over two weeks. 9-hour days with one day off every 2 weeks.
- FT_AWWS 4/10/40 – 40-hour work week, 10-hour days and 1 day off.

Provide the average number of days per week teleworking. For example, with a 9/8/80 schedule, perhaps an employee teleworks 3 days during the full week and 2 days during the week with the day off. In this case the average days teleworked will be 2.5 days per week.

Remote Centered Employee – Check here if the employee works 50 percent or more of their time monthly from an alternate work location.

Office Centered Employee – Check here if the employee works more than 50 percent of their time monthly from the office headquarter location.

Enter the Telework Agreement effective start date in MM/DD/YYYY format.

Make any notations about the work schedule not captured in the above fields. If there are no additional notes required, enter "N/A." If the employee is on the 9/8/80 alternate work week schedule, enter notes to indicate what day of the week the employee will have off every two weeks. If more space is needed, enter information on to a Word document and attach to the form.

Provide initials in the checkbox to acknowledge agreement.

TELEWORK AGREEMENT

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5: Read the provision carefully. Employee provides initials in the checkbox to acknowledge agreement. Attach a copy of your job duty statement to the form.

6-14: Read each provision carefully. Employee provides initials in each checkbox to acknowledge agreement.

Section D: Technology and Equipment

List the equipment that will be used to support teleworking. Enter whether it is personally owned or department provided. If department provided, enter the asset tag number if available. If more rows are needed, enter information on a Word document and attach to the form.

Section E: Scope of Agreement

Read the scope of agreement carefully. Provide initials in the checkbox to acknowledge agreement.

Section F: To be Completed by Supervisor

01. Check "Approved" if you will be approving the telework agreement request.

02. Meet with your Labor Relations (LR) Consultant prior to denying a telework agreement request. Follow your department procedures for denials.

Check "Denied" if you will be denying the telework agreement request and provide the reason(s) in the space provided for your denial as per your consultation with Labor Relations.

03. Check "Returned for Corrections" if there you discovered errors in the submitted request. Provide the corrections needed in the space provided. Return the form to the employee and request that the employee submit a corrected request using the "New Telework Agreement" option.

Section G: New Telework Agreement Acknowledgement

Employee and Supervisor sign and date the agreement. Original should be maintained by the department's Telework Coordinator, with a copy provided to the Employee and Supervisor. In the event the form is maintained digitally, the electronic signature is maintained in a centralized database accessible by department's Telework Coordinator. It is recommended that the form be signed electronically for greater safety of privacy information. If the Telework Agreement is printed, all parties should implement Information Privacy Policy guidelines to ensure confidentiality and safety of privacy information.

TELEWORK AGREEMENT

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Section H: Modify Telework Agreement

Check the box if there will be modifications to the current telework agreement. Follow your department telework agreement procedures for modifications.

Enter the modification date in MM/DD/YYYY format.

Employee and Supervisor sign and date the agreement. Original should be maintained by the department's Telework Coordinator, with a copy provided to the Employee and Supervisor. In the event the form is maintained digitally, the electronic signature is maintained in a centralized database accessible by department's Telework Coordinator. It is recommended that the form be signed electronically for greater safety of privacy information. If the Telework Agreement is printed, all parties should implement Information Privacy Policy guidelines to ensure confidentiality and safety of privacy information.

Section I: Terminate Telework Agreement

Check the box if you will be terminating the telework agreement. Follow your department telework agreement process for terminations.

Enter the termination date in MM/DD/YYYY format.

Employee and Supervisor sign and date the termination of the telework agreement. Original should be maintained by the department's Telework Coordinator, with a copy provided to the Employee and Supervisor. In the event the form is maintained digitally, the electronic signature is maintained in a centralized database accessible by department's Telework Coordinator. It is recommended that the form be signed electronically for greater safety of privacy information. If the Telework Agreement is printed, all parties should implement Information Privacy Policy guidelines to ensure confidentiality and safety of privacy information.

Section J: Annual Review

The Telework Agreement is to be reviewed annually. Use this section after the active Agreement has been reviewed by both the employee and the supervisor.

If it is determined that the telework agreement will be modified, check the box indicating that it will be modified. Follow your department telework agreement modification process.

If it is determined that there are no changes to be made to the previous year's Agreement, check the appropriate box stating that there are no changes.

Enter the year the review is taking place.

Employee and Supervisor sign and date the agreement.

Follow document retention and privacy guidelines.

TELEWORK AGREEMENT

STD 200 (Rev. 1/2022)

Fields collection in section C.

¹ These fields may be used for calculating metrics associated with telework. Address information is not published. It may be used for calculating potential savings from miles and time not traveled. The office address is the physical location the employee would report to if they were not teleworking.

² Privacy related information

Address information may be used for:

- Validating appropriateness of alternate work location
- Aggregate reporting on telework effectiveness – not identifying individuals
- Computing mileage and time to derive benefits of telework to the employee and state

EXHIBIT C

1. [SAM](#)
2. [TOC](#)
3. [100](#)
4. [181](#)

Statewide Telework Policy - 0181

Print Section

(New: 10/2021)

Intended Audience

This policy applies to all state of California agencies, departments, boards, commissions, and offices (departments). Departments are responsible for ensuring compliance with the provisions of this policy.

Overview

The purpose of this policy is to provide the structure needed for effective telework programs to benefit the state of California and its employees. Each department shall establish a written policy specific to the department's business needs in accordance with this statewide policy. Departments shall establish uniform expectations for performance management and for communication within distributed teams as a foundation for a successful telework program.

The terms 'telework,' 'teleworking,' and 'telecommuting' refer to work flexibility arrangements established between the department management and the employee where the employee performs the duties and responsibilities of their position from a location other than the office.

Note: Definitions for terms are at the end of the policy.

Goals

An effective telework program must provide a benefit to the state, as well as employees, and should generate savings or at least be cost neutral. Department's telework programs are expected to:

- Encourage participation of eligible employees
- Reduce required state office space
- Improve employee retention and recruitment
- Maintain or improve employee productivity
- Reduce state environmental impacts, such as traffic congestion
- Maintain or improve customer service

Authority

The statewide telework program is established pursuant to Government Code sections [14200-14203](#). Existing law requires every state department to incorporate telecommuting as a work option.

For bargaining units (BUs) with an existing Memorandum of Understanding (MOU), if the MOU contains telework language that is in conflict with this policy, the MOU language shall be controlling.

General Provisions

Department Management shall:

- Ensure telework arrangements conform with applicable laws, rules, regulations, policies, and collective bargaining agreements.
- Compensate telework employees in accordance with all applicable laws, rules, regulations, and policies, including the Fair Labor Standards Act ([FLSA](#)).
- Evaluate employee performance in accordance with existing performance management laws, rules, regulations, policies, standards, expectations, and measures.

Departments should incorporate telework into their continuity of operations plans.

Policy Directives

Departments shall:

1. Establish or revise their telework program and supporting policy within twelve months of the issuance of Management Memo 21-08 for compliance.
 - a. The policy shall include:
 - i. The applicable criteria for an employee's participation in the department's telework program. Not all positions or job classifications may be appropriate for telework arrangements and departments have the discretion to determine an employee's participation in telework. All employees in positions designated by management as eligible shall be qualified to participate in telework and are authorized to participate to the fullest extent possible without diminished individual or organizational performance.
 - ii. The process of how employees will be notified of their eligibility and approval for telework consistent with bargaining unit agreements.
 - iii. The financial responsibility of the department with respect to telework program costs.
 - iv. The technology and security responsibilities of the department and the employee including setting forth appropriate measures to protect confidential information, for both electronic and paper records, that may be taken from the office to alternate work locations.
 - v. Expectations to supervisors/managers on advising employees that they will continue to be assessed using existing performance standards, expectations, and measures.
 - vi. Clear communication that teleworking employees will be eligible for the same opportunities as employees not participating in telework, including assignments, development opportunities, promotions, and awards/recognition.
 - vii. Information on the procedure to request modification or termination of telework agreement.
 - viii. The goals of the department's telework program in addition to the statewide policy goals.
 - b. The telework program shall:
 - i. Consider telework for all possible positions in which telework can promote effective and efficient business operations.

The following guidance may be used to determine what functions may be appropriate for telework:

- Activities that do not require physical presence, including, but not limited to, analysis, data entry, telephoning, writing and editing, design and virtual service delivery.
 - Responsibilities that do not require public presence.
 - Activities where data is not sensitive or confidential or where an information security risk assessment and resulting security approach is in place for telework access to sensitive or confidential data.
- ii. Consider at a minimum the following factors when determining which positions may be eligible for a telework arrangement:
 - Nature of work performed.
 - Efficiency of work processes.
 - Effectiveness of existing project teams.
 - Impact on ability to provide quality customer service.
 - Utilization of office space or space savings.

Technology readiness of department such as equipment, infrastructure, and support.

- Impact to employee retention.
- iii. Establish a Telework Coordinator.

Designate a department Telework Coordinator who will be responsible for the following:

- Retaining approved Telework Agreement forms for each employee.
- Reviewing Telework Agreements for compliance with telework program.
- Serving as primary point of contact for employees who have questions or concerns about the telework program.
- Developing or assisting with departmental policy, guidelines, and implementation.
- Serving as an advisor for department leadership regarding telework.
- Serving as a resource for supervisors with telework issues and concerns.
- Assisting with completion and reporting of metrics to ascertain effectiveness of telework program.
- Serving as point of contact for the Department of General Services regarding telework program and its effectiveness.

iv. Establish department-specific technology policies and/or guidelines which shall include, but not be limited to:

- Sufficient internet bandwidth required to perform duties.
- Standards and expectations for communication and collaboration tools.
- Security requirements for state-owned and for employee-owned computing devices (if allowing teleworkers to use them).
- Physical and electronic data protection.
- Asset Management.

2. Document the arrangement with each teleworking employee utilizing the Telework Agreement form (Standard Form 200 – Telework Agreement). The Telework Agreement provides the framework for the general expectations between management and the employee. The Telework Agreement must be completed and acknowledged by both parties prior to implementation. In order to ensure standard application across all departments, departments may not modify the form. Departments may choose to recreate the form electronically to aid with workflow and/or data collection.
3. Ensure methods are established for performance management for all staff eligible to work.
4. Prohibit ongoing informal telework arrangements. Incidental telework may be permitted at the department's discretion. Emergency telework arrangements due to unforeseen circumstances may be entered into at the department's discretion.
5. Implement a standard process to allow employees to check out state-issued equipment for telework use, including computer equipment required for the job and ergonomic equipment.
 - a. Have a process to reliably track state-owned assets before allowing employees to check out equipment.
 - b. Ensure that appropriate security measures have been taken, including encryption of any storage devices or media.
6. Designate teleworkers as either Remote-centered or Office-centered. A teleworker is considered Remote-centered if they work fifty percent or more of their time from an alternate work location. A teleworker is considered Office-centered if they work more than fifty percent from the office.
7. Optimize the use of state office resources by providing equipment for a single dedicated workstation for teleworking employees. Remote-centered teleworkers shall have their dedicated work station at their designated alternate work location. Remote-centered teleworkers shall use a shared workstation when working in the office. Office-centered teleworkers shall have a dedicated work station in the office and utilize their own equipment or department provided mobile equipment for teleworking at their designated alternate work location.
8. Ensure that the employee has the necessary tools to be successful in their job.

Department Management shall:

1. Determine that the employee can effectively perform the job duties of the position while teleworking.

2. Review employee Telework Agreements at least annually to ensure the agreement continues to meet business needs.
3. Retain the authority to disapprove an employee's selection of a particular alternate work location if management determines the location is not business appropriate.
4. Treat teleworking employees the same as an employee working in the office with respect to performance management, conduct, training, and promotional opportunities.
5. Revise or cancel an employee's Telework Agreement, if it is determined by management that:
 - a. The telework arrangement results in a reduction in performance, does not enable training, oversight, or any other supervision deemed necessary.
 - b. The agreement no longer supports operational needs due to funding or services being shifted.
6. Endeavor to provide 30 days' notice to the employee in the event of a revision or termination of a Telework Agreement.

Employees shall:

1. Be responsible for maintaining their workstation at their alternate work location and for maintaining and returning equipment as outlined in the Telework Agreement.
2. Ensure that alternate work location is free from distractions.
3. Secure needed internet service prior to the start of a telework arrangement.
4. Observe departmental policy for overtime. Overtime compensation shall be consistent with the department's overtime policy. A Telework Agreement does not amend compensation or time reporting requirements.
5. Use state-owned hardware, software, internet, email, and other forms of state-owned communication media in a manner consistent with the state's information security and privacy policies and standards that are prescribed in the State Administrative Manual (SAM) Chapter 5300 and the corresponding State Information Management Manual (SIMM).
6. Agree to follow their department's Acceptable Use Policy.
7. Complete their annual Information Security and Privacy Awareness training.
8. Ensure dependent care and other personal responsibilities do not adversely affect an employee's normal work duties or professionalism.
9. Participate in all studies, inquiries, reports, and analyses relating to the telework program.

Equipment Cost

The employee can use their own equipment, including their own computing device, with departmental approval. Where an employee is not providing their own equipment, the department shall provide appropriate equipment for a single dedicated work station required to perform job functions including:

- Computing equipment.
- Telephone service.
 - If an employee needs a work number, they should be provided a single phone number that can be used at an alternate work location and office location.
- Ergonomic equipment as appropriate per department's ergonomic policy such as chair, sit/stand device, or headset.
- Office supplies such as paper, pens, etc.
- Delivery of items that are not easily moved to the work station at the alternate work location.

Business expenses shall be evaluated in accordance with existing applicable policies, laws and standards. Other business expenses may include, but are not limited to, printers, scanners, and other office supplies.

Maintenance of state-owned equipment is managed the same as in the office.

Reporting Requirements

DGS will survey departments to measure the results of adopting telework programs. Departments shall provide reporting to DGS no later than twelve months from the issuance of Management Memo 21-08. At a minimum, departments shall report:

- Number of employees eligible to participate.
- Number of employees participating in telework.
- Average number of days teleworking per employee.
- Office space saved as a result of teleworking.
- Additional costs and/or savings associated with implementation of telework.
- Number of shared work stations.
- Measures used to determine productivity.
- Reduction in vehicle commute miles traveled.

Liability

The alternate work location is an extension of the department's workplace only when used for work. All existing workplace health and safety rules, as well as all existing employment laws, rules, and policies, apply the same as they would for staff reporting to the office.

The state of California is not responsible for any injuries to family members, visitors, or other guests at the employee's alternate work location. The teleworking employee shall not have any business guests at a residence designated as an alternate work location.

The teleworking employee is solely responsible for any tax implications and insurance requirements, and compliance with state and local laws and ordinances when the alternate work location is a residence.

Definitions

Remote-centered telework: A teleworker is considered Remote-centered if they work fifty percent or more of their time from an alternate work location. Remote-centered teleworkers shall have their dedicated work station located at their designated alternate work location. Remote-centered teleworkers shall use shared space when working in the office.

Office-centered telework: A teleworker is considered Office-centered if they work more than fifty percent from the office. Office-centered teleworkers maintain a dedicated work station in the office and utilize their own equipment or department provided mobile equipment for teleworking at their designated alternate work location.

Alternate work location: The term alternate work location refers to the approved work location other than the office. Alternate work location could be an employee's residence or other approved site.

Shared space: Shared space is a work area that is used on an individual basis by multiple people. Alternatives may include hoteling or shared cubicles.

Dependent care: The term dependent care refers to the support and nurturing of persons who cannot meet their own needs, such as children, functionally impaired adults, or the elderly.

Emergency telework: Emergency telework occurs due to unforeseen circumstances, such as inclement weather, a declared State of Emergency or closure of government buildings. In an emergency, departments may choose to temporarily modify formal agreements and policy as appropriate.

Office: The term office refers to the location, state building, or official worksite that would be the employee's work location if not teleworking.

Incidental telework: The term refers to an unplanned situation causing an employee to request and receive supervisorial approval to work from an alternate work location.

Informal telework: Informal telework arrangements are those without a formal documented Telework Agreement.

Distributed teams: A distributed team is comprised of employees where at least one member is not co-located with other members.

Telework: The terms ‘telework,’ ‘teleworking,’ ‘telecommute,’ and ‘telecommuting’ are defined as a work flexibility arrangement established between the department management and the employee under which the employee performs the duties and responsibilities of the employee’s position, and other authorized activities, from an approved location other than the office. In practice, telework is a work arrangement that allows an employee to perform work, during any part of regular, paid hours, at an approved alternate work location.

Telework Agreement: The Telework Agreement is a formal document prepared and signed by the teleworker and supervisor. The Telework Agreement provides the framework for the discussion about the general expectations that need to take place between the supervisor and the employee in order to work effectively.

Work station: The term work station refers to the desk or place where the employee completes work.

Revisions

No Revisions for this item.