

STATE OF CALIFORNIA
PUBLIC EMPLOYMENT RELATIONS BOARD



SERVICE EMPLOYEES INTERNATIONAL
UNION LOCAL 1000,

Charging Party,

v.

STATE OF CALIFORNIA,

Respondent.

Case No. SA-CE-2282-S

COMPLAINT

It having been charged by Charging Party that Respondent engaged in unfair practices in violation of Government Code section 3519, the General Counsel of the Public Employment Relations Board (PERB), pursuant to Government Code sections 3513(h), 3514.5 and 3541.3(i) and California Code of Regulations, title 8, section 32640, issues this COMPLAINT on behalf of PERB and ALLEGES:

1. Charging Party is a recognized employee organization within the meaning of Government Code section 3513(b) of appropriate units of employees. Charging Party represents the State's Bargaining Units 1, 3, 4, 11, 14, 15, 17, 20, and 21.

2. Respondent is the State employer within the meaning of Government Code section 3513(j).

3. SEIU and the State are parties to a Memorandum of Understanding MOU, effective July 1, 2023, through June 30, 2026. Article 21.1 of the MOU is titled "Telecommute/Telework Program . . ." It states in relevant part:

(C) 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 . . .

(D) 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 . .

4. The MOU at Article 21.5 also provides that employees with an approved telework agreement on file will receive a \$50 per month stipend if they are Remote Centered, and a \$25 stipend if they are Office Centered.

5. Under existing department telework policies, thousands of SEIU bargaining unit members telework for at least two days per week.

6. The MOU at Article 24.1(A) includes a zipper clause. The MOU states, in relevant part, that “[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.”

7. On or about March 3, 2025, Respondent changed the telework policy and the zipper clause described in paragraphs 3-6, by announcing a new telework policy. Specifically, on March 3, 2025, Governor Gavin Newsom issued Executive Order N-22-25. The Executive Order states in relevant part:

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 . . . 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 . . .

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. . . . 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.

8. Respondent engaged in the conduct described in paragraph 7 without having afforded Charging Party an opportunity to meet and confer over the decision to implement the change in policy and/or the effects of the change in policy.

9. Respondent did not notify SEIU of the Executive Order and its new telework policy prior to March 3, 2025.

10. By the acts and conduct described in paragraphs 7 through 9, Respondent failed and refused to meet and confer in good faith in violation of Government Code section 3519(c).

11. This conduct also interfered with the rights of bargaining unit employees to be represented by Charging Party in violation of Government Code section 3519(a).

12. This conduct also denied Charging Party its right to represent bargaining unit employees in violation of Government Code section 3519(b).

Any amendment to the complaint shall be processed pursuant to California Code of Regulations, title 8, sections 32647 and 32648.

DATED: May 12, 2025