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STATE OF CALIFORNIA

PUBLIC EMPLOYMENT RELATIONS BOARD

UNFAIR PRACTICE CHARGE

DO NOT WRITE IN THIS SPACE: Case No: **Date Filed: 08/25/2025**

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** ☐ **PUBLIC**[1] ☐

a. Full name: Service Employees International Union, Local 1000

b. Mailing Address: 12501 Imperial Highway, Suite 510,Sacramento, CA 95811

c. Telephone number: [redacted]

d. Name and title of agent to contact: [redacted] **E-mail Address:** [redacted]

Telephone number: [redacted] **Fax No.:** [redacted]

e. Bargaining Unit(s) involved: BU 1, 3, 4, 11, 14, 15, 17, 20 & 21

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

a. Full name: California Dept of Human Resources

b. Mailing Address: 1515 S Street North Building, Suite 500, Sa, CA 95811

c. Telephone number: [redacted]

d. Name and title of agent to contact: [redacted] **E-mail Address:** [redacted]

Telephone number: [redacted] **Fax No.:** [redacted]

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

[1]An affected member of the public may only file a charge relating to an alleged public notice violation, pursuant to Government Code section 3523, 3547, 3547.5, or 3595, or Public Utilities Code section 99569

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:

Govt Code § § 3515.5, 3517, and 3519 (a)(b)(c) of the Dills Act, and Govt Code § 14200-14203

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 Unfair Practice 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.)

	/s/	08/25/2025
(Type or Print Name)	(Signature)	Date

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IS THIS AN AMENDED CHARGE? YES ☐ If so, Case No. NO ☒

1. CHARGING PARTY: EMPLOYEE ☐ EMPLOYEE ORGANIZATION ☒ EMPLOYER ☐ PUBLIC[1] ☐

a. **Full name:** Service Employees International Union, Local 1000

b. **Mailing address:** 12501 Imperial Highway, Suite 510, Norwalk, CA 90650

c. **Telephone number:** [redacted]

d. **Name and title of person filing charge:** [redacted] **E-mail Address:** [redacted]

Telephone number: [redacted] **Fax No.:** [redacted]

e. **Bargaining unit(s) involved:** BU 1, 3, 4, 11, 14, 15, 17, 20 & 21

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

a. **Full name:** California Department of Human Resources

b. **Mailing address:** 1515 "S" Street, North Building, Suite 500, Sacramento, CA 95811

c. **Telephone number:** [redacted]

d. **Name and title of agent to contact:** [redacted] **E-mail Address:** [redacted]

Telephone number: [redacted] **Fax No.:** [redacted]

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:** California Department of Highway Patrol

b. **Mailing address:** 601 North 7th Street, Sacramento, CA 95811

c. **Agent:** [redacted]

[1] An affected member of the public may only file a charge relating to an alleged public notice violation, pursuant to Government Code section 3523, 3547, 3547.5, or 3595, or Public Utilities Code section 99569.

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5. GRIEVANCE PROCEDURE

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

Yes ☒ No ☐

6. STATEMENT OF CHARGE

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

- ☐ Educational Employment Relations Act (EERA) (Gov. Code, § 3540 et seq.)
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- ☐ 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:
Govt Code sections 3515.5, 3517, and 3519 (a), (b), and (c) of the Dills Act, and Govt Code sections 14200-14203

c. For MMBA, Trial Court Act and Court Interpreter Act cases, if applicable, the specific local rule(s) alleged to have been violated is/are ***(a copy of the applicable local rule(s) MUST be attached to the charge)*:**

d. Provide a clear and concise statement of the conduct alleged to constitute an unfair practice including, where known, the time and place of each instance of respondent's conduct, and the name and capacity of each person involved. This must be a statement of the facts that support your claim and *not conclusions of law.* A statement of the remedy sought must also be provided. (*Use and attach additional sheets of paper if necessary.*)
See Attachment to Unfair Practice 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 08/22/2025 (Date)

at Norwalg, California (City and State)

[redacted] [redacted]
(Type or Print Name) (Signature)

Title, if any: [redacted]

Mailing address: 12501 Imperial Highway, Suite 510, Norwalk, CA 90650

Telephone Number: [redacted] E-Mail Address: [redacted]

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STATEMENT OF THE CHARGE

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 the California Highway Patrol (CHP) issued represented employees notices cancelling remote work policies altogether, did not provide notice to the Union and failed or refused to bargain in good faith about the terms and conditions effective July 1. 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]

CHP violated the Union's rights when it issued notices that went beyond the executive order requiring departments to limit remote workdays to one day in a week. Here CHP first issued a notice that following the executive order, it would be modifying the remote work policy. SEIU Local 1000 responded to this notice and a meeting was held to discuss this change on May 14, 2026. During this meeting although they were asked, CHP did not state that they would be eliminating remote work altogether. It was not until July 1, 2025, when the Executive Order was made effective only towards CHP that SEIU Local 1000 learned that all remote work was being eliminated by CHP in some of their offices.

California Governor Gavin Newsom issued Executive Order N-22-25 ("EO") on March 3, 2025. (See Attachment "1")

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.

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."

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.

[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).

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In the face of actions by the State of California, through CHP violated 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, 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 Department's attempt to repudiate these rights 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.

CHP issued a notice to the Union on April 10, 2025, that following the EO, of a change in its telework policy pursuant to the EO issued by Governor Newsom on March 3, 2025, the CHP will be evaluating all telework agreements to ensure they support the Department's operational needs and overall efficiency. (See Attachment "1")

The Union demanded to meet and confer without limitation as to the decision or the impact of the decision. A meeting was then held on May 14, 2025. At no point during the meeting did the CHP inform the Union that they would go beyond the executive order and cancel all remote work for CHP employees. During the meeting CHP was asked if they anticipated any other

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changes other than moving to four office days and one remote workday as outlined in the EO, and if they had identified any problems with the current hybrid schedules that would necessitate a change, and they answered no to all of these inquiries.

The Union learned on or about July 1, 2025, that CHP was going beyond the executive order and cancelling all remote work for represented employees. The Union was not provided with notice about this change. The Union then inquired with CHP's' Labor Relations officer about this and they confirmed that some Area Commanders have determined that a full 5-day in office RTO best serves the needs of the Department. (See Attachment "3)

Without knowing that this is what was being contemplated, the Union had recently agreed to exclude the CHP from the EO suspension in a settlement agreement resolving an unfair practice charge challenging the EO for all departments and represented employees. (See Attachment "4")

The Union subsequently sent CHP a cease-and-desist letter on July 8, 2025, that was not responded to. (See Attachment "5")

Unilateral Change – Bad Faith Bargaining

The Department's 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 good faith 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 Department approached this meeting with a foregone conclusion of a 4 days in office - constituting a per se unfair labor practice. The CHP then turned around and completely eliminated remote work altogether without noticing the Union about this.

The Department has already determined the outcome of negotiations with a predetermined decision to impose a five-day in-office work week, failing to engage in genuine bargaining. Further, the State falsely claimed that they did not anticipate making other changes other than what was outlined in the EO. 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*).

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.)

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Here, the Department's actions exhibit all 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 employers to insist that it will not agree to different terms for different employee groups.

This charge outlines 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/Bad Faith – Lack of Authority to Bargain Alternatives

When a state department participated in negotiations over Return to Office (RTO) policies but lacked the authority to deviate from the Governor's mandate of a four-day in-office workweek, it has committed an Unfair Labor Practice under the Dills Act, as interpreted by PERB. In particular, assigning a negotiator who lacked meaningful authority to bargain over a key term and condition of employment—such as the number of days of RTO—is viewed as bad faith bargaining.

Under *Regents of the University of California* (PERB Dec. No. 520-H), when a party knowingly assigns a representative without sufficient bargaining authority, and this results in thwarting or delaying negotiations, such conduct may serve as an independent indicator of bad faith. In this case, the department was bound to the Governor's RTO directive and was never empowered to alter or negotiate that policy yet engaged in bargaining or allowed discussions to proceed without clarifying this lack of authority, it misled the union and undermined the collective bargaining process. This constitutes a failure to bargain in good faith, violating the employer's duty under the Dills Act, and supports a prima facie case for a ULP.

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

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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 at 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.

This department, like most departments and agencies, has decreased its office space and has hired more workers. This means that even at the current 2 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.

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.

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:

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> 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.

As this department if blatantly applying the strict rule of the Executive Order it is not taking any departmental business need into account, but rather, made a blanket, one-size fits-all policy for all departments.

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:

-refused to bargain in good faith or come to bargain with authority to reach any other result that that pursuant to the previously 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

-conditioning bargaining on unilateral and excessive ground rules

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-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 the complete elimination of remote work by CHP that goes beyond 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.