STATE OF CALIFORNIA
PUBLIC EMPLOYMENT RELATIONS BOARD
UNFAIR PRACTICE CHARGE

DO NOT WRITE IN THIS SPACE: Case No: Date Filed:

INSTRUCTIONS: File this charge form via the e-PERB Portal, with proof of service. Parties exempt from using the e-PERB Portal may file the original charge in the appropriate PERB regional office (see PERB Regulation 32075), with proof of service attached. 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: 1808 14th Street, Sacramento, CA 95811

c. Telephone number: [redacted]

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

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: California Department of Human Resources

b. Mailing address: 1515 S Street, North Building, Ste. 500, Sacramento, CA 95811

c. Telephone number: [redacted]

d. Name and title of agent to contact: [redacted] E-mail Address: [redacted]
Telephone number: [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: State of California

b. Mailing address: 1021 S Street, Ste. 9000, Sacramento, CA 95814

c. Agent: Gavin Newsom

[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.

5. GRIEVANCE PROCEDURE

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.)
- ☐ 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.)
- ☐ 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 section 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 05/12/2026 (Date)

at Sacramento, California (City and State)

[redacted] (Type or Print Name and Title, if any)

[redacted] (Signature)

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

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

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 May 12, 2026 (*Date*), I served the Unfair Practice Charge (*Description of document(s)*)

_____ (*Description of document(s) continued*) in Case No. N/A _____ (PERB Case No., if known).

on the parties listed below by (check the applicable method(s)):

- [x] 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
[redacted]
1515 S Street, North Building, Suite 500
Sacramento, California 95811-7258

State of California
Governor Gavin Newsom
1021 O Street, Suite 9000
Sacramento, CA 95814

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 May 12, 2026 (*Date*),

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

[redacted] (*Type or print name*)

[redacted] (*Signature*)

STATEMENT OF CHARGE

Pursuant to the Dills Act (Gov. Code §§ 3512–3524), SEIU Local 1000 ("Charging Party" or "Union") files this Unfair Practice Charge against the State of California, including the California Department of Human Resources ("CalHR") and its departments ("Respondent" or "State"), for refusing to bargain in good faith, engaging in predetermination and surface bargaining, unlawfully imposing (and threatening to impose) a unilateral change to terms and conditions of employment, and interfering with the Union's representational rights, in violation of Government Code section 3519(a), (b) and (c).

Charging Party is the recognized exclusive representative for employees in Bargaining Units 1, 3, 4, 11, 14, 15, 17, 20, and 21. Respondent is a public employer within the meaning of the Dills Act.

STATEMENT OF FACTS

On March 3, 2025, the State issued Executive Order N-22-25 mandating a return to in-office ("RTO") work for represented employees, requiring physical presence for a minimum of four (4) days per week, effective July 1, 2025, without prior notice or bargaining. The Union demanded to bargain over both the decision and impacts and asserted its rights under its applicable contract. 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]

Later in 2025, tied to the adoption of a State Budget, the parties were engaged in a significant budget-related dispute arising from the State's proposal to reduce or eliminate negotiated compensation increases for represented employees. The Union strongly contested the State's position, and the parties entered into negotiations to resolve the fiscal impacts on employees. The June 28, 2025 Side Letter emerged from that broader budget dispute as part of a negotiated resolution addressing multiple issues (deferral of a GSI and OPEB contributions, and implementation of PLP), but it also included the temporary suspension of the return-to-office mandate. The purpose of the Side Letter was to maintain stability and avoid immediate harm to employees while preserving the parties' respective rights. Critically, the Side Letter was not an agreement on the substance of any future return-to-office policy and did not include any waiver—clear and unmistakable or otherwise—of the Union's right to bargain over any future decision to reinstitute or define return-to-office requirements.

As a result, when the parties entered into the June 28, 2025 Side Letter, it suspended implementation of the RTO mandate until July 1, 2026 and expressly required the parties to meet and confer regarding its reinstatement. The agreement did not set any specific future RTO level, did not adopt a four-day requirement, and did not include any clear or unmistakable waiver of

[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).

bargaining rights over the future status of the Executive Order – whether as a decision regarding the number of days in office or the impacts of any future decision.

Beginning in March 2026, the Union renewed its demand to bargain and submitted proposals addressing both the decision and impacts of any RTO policy, including alternatives to a four-day mandate. The State responded by asserting that:

- It would not bargain the decision to impose a four-day RTO;
- The Union's decision proposals were "out of scope;"
- The State had no movement from the four-day requirement; and
- Bargaining would be limited to impacts only.

At the same time, the State stated it was also not prepared to engage in impacts bargaining because departments had not finalized implementation, and that impacts would be instead addressed later at the departmental level following notice. On May 4, 2026, the State confirmed in writing that it was formally rejecting the Union's proposal and that the four-day RTO requirement will be implemented July 1, 2026 pursuant to its interpretation of the Side Letter.

The Union maintained its bargaining proposal and the right to bargain the decision and impact of RTO. Despite this clear effort for continued bargaining, on May 12, 2026, the State unilaterally abandoned bargaining and instructed State Departments to implement the previously determined four-day mandate. Through these actions, the State has:

- Predetermined the outcome of bargaining;
- Mischaracterized the Side Letter as a waiver of bargaining rights;
- Refused to engage over the decision; and
- Presented the Union with a fait accompli in bad faith.

LEGAL ARGUMENT

1. The State Refused to Bargain in Good Faith by Unlawfully Limiting the Scope of Bargaining.

The Dills Act requires the State to meet and confer in good faith over mandatory subjects of bargaining, including work location, schedules, and telework. (Gov. Code § 3517.) Here, the State has refused to bargain over the core decision at issue – whether employees will be required to report to the workplace four days per week – while insisting that bargaining be limited to impacts only. This refusal is not theoretical; it is evidenced by the State's rejection of the Union's proposals as "out of scope" and its repeated assertion that the four-day requirement is fixed and not subject to negotiation. The Public Employment Relations Board ("PERB") has held that an employer's unilateral restriction of bargaining over mandatory subjects constitutes a refusal to bargain in good faith. (*County of Orange* (2018) PERB Decision No. 2594-M.) Further, PERB precedent establishes that return-to-work policies and telework arrangements are mandatory subjects of bargaining. (See *Oxnard Union High School* District (2022) PERB Decision No. 2803.) The State failed to provide notice or an opportunity to negotiate, prior to

establishing its foregone conclusion of a 4 days in-office requirement – constituting a per se unfair labor practice.

The State's position is further premised on a mischaracterization of the June 28, 2025 Side Letter. Under settled PERB law, any waiver of the right to bargain must be clear and unmistakable. (*Amador Valley Joint Unified School District* (1978) PERB Decision No. 74; see also, *Metropolitan Edison Co. v. NLRB* (1983) 460 U.S. 693, 708.) No such waiver exists here. The Side Letter does not authorize a four-day RTO, does not permit unilateral implementation, and instead expressly requires meet and confer over reinstatement. The State's attempt to convert an agreement to bargain into a waiver of bargaining rights is itself evidence of bad faith. Denying the Union's right to bargain under the guise of a jurisdictional dispute amounts to bad faith bargaining.

2. The State Engaged in Predetermination and Surface Bargaining

Good faith bargaining requires a genuine willingness to consider proposals and reach agreement. It prohibits entering negotiations with a fixed, predetermined outcome. 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 State has done exactly that. Before and during bargaining, it outlined the unlawful position that:

- The four-day RTO requirement is non-negotiable;
- There is "no movement" from that interpretation; and
- Any proposal addressing the decision will be rejected as out of scope.

These are not mere negotiating positions – they are declarations that the outcome has already been decided. 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, the decision in *Regents of the University of California* (1983) suggests it may be bad faith for an employer to insist that it will not agree to different terms for different employee groups. (PERB Decision No. 356-H, p. 21.)

Here, the State's conduct constitutes a classic *fait accompli*. By announcing a fixed implementation date (July 1, 2026), rejecting proposals, and insisting on a limited bargaining framework, the State has rendered bargaining over the decision meaningless. Such conduct is a

per se violation of the duty to bargain. (*Regents of the University of California* (2021) Decision No. 2783-H.)

3. The State Has Unlawfully Imposed, or Will Imminently Impose, a Unilateral Change

A unilateral change to terms and conditions of employment within the scope of representation is a per se violation of the duty to bargain. (*Cal. State Employees' Assn. v. PERB* (1996) 51 Cal.App.4th 923, 934–935.) 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 test outlined in *Anaheim Union High School District* (1981) to distinguish between mandatory and non-mandatory bargaining topics. (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*, pp. 4-5.)

Return-to-office requirements directly affect work location, schedules, and employee expenses – all mandatory subjects. In applying this test to similarly situated work-from-home policies to find that they are mandatory subjects of bargaining, 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*, *supra*, p. 43.)

Here, the State has:

- Announced a fixed four-day RTO requirement;
- Refused to bargain over that decision; and
- Stated that it will implement the policy on July 1, 2026.

This is not a hypothetical violation – it is an announced unilateral change with a date certain. PERB has consistently found such conduct unlawful. (*County of Orange* (2018) PERB Decision. No. 2594-M.)

4. The State's Conduct Interferes with the Union's Representational Rights

By predetermining the outcome, rejecting proposals without consideration, and conditioning bargaining on acceptance of an unlawful framework, the State has undermined the collective bargaining process and interfered with the Union's ability to represent employees.

This conduct signals to employees that bargaining is futile and that the State may disregard negotiated processes at will, thereby chilling protected activity and eroding confidence in the Union. Such interference violates the Dills Act. (*Cal. State Employees' Assn. v. PERB*, supra, at pp. 934–935.)

CONCLUSION

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, and relied on it in 2026 to unilaterally impose a four-day in office mandate:

- 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 other work-related impacts including but not limited matters such as the existing 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;
- 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 policies and in-office mandates.

REMEDY

Charging Party requests that PERB:

1. Order the State to cease and desist from refusing to bargain in good faith;
2. Order the State to rescind any implemented RTO requirement pending completion of bargaining;
3. Order the State to bargain over both the decision and impacts;
4. Require a notice posting and oral reading of said notice at each and every affected worksite; and
5. Grant any further appropriate relief including but not limited to attorneys fee and costs.