

STATE OF CALIFORNIA
PUBLIC EMPLOYMENT RELATIONS BOARD



SERVICE EMPLOYEES INTERNATIONAL
UNION LOCAL 1000,

Charging Party,

v.

STATE OF CALIFORNIA (DEPARTMENT OF
HUMAN RESOURCES),

Respondent.

Case No. SA-CE-2363-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 in 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. Charging Party and Respondent (collectively, "Parties") are parties to a Memorandum of Understanding (MOU) that was effective through June 30, 2026.
4. On or about June 28, 2025, the Parties agreed to a Side Letter that modified the terms of the MOU to defer the 3-percent General Salary Increase from July 1, 2026, to July 1, 2027, suspend unit members' Other Post-Employment Benefits

(OPEB) contributions through June 30, 2027, create a 2025 Personal Leave Program, and suspend the State's return-to-office requirement until July 1, 2026. The Side Letter contains a provision titled "Effect on Negotiations of Successor MOU," which states: "This Side Letter does not preclude bargaining of the parties' successor MOU to the current MOU that expires on June 30, 2026, including but not limited to the employees' and employer's OPEB contribution or any other matters."

BAD FAITH BARGAINING – TOTALITY OF CONDUCT

5. Beginning in or around April 2026, Respondent and Charging Party were meeting and conferring over a successor MOU pursuant to Government Code section 3517.

6. During this period, Respondent engaged in a course of conduct, including but not limited to the following:

- a. After Charging Party submitted economic proposals at the common table and individual bargaining unit tables from May 27 to June 3, 2026, Respondent delayed its responses to nine of the proposals until June 30, 2026, which was the final day that the Parties' current MOU was valid;
- b. On or about June 30, 2026, Respondent announced that it was rejecting the economic proposals at the common table and individual bargaining unit tables, and stated that its responses were "not necessarily based on the merit of the requests," but did not provide any meaningful economic counterproposals or information that could lead the Parties toward agreement;
- c. On or about June 30, 2026, Respondent took the position that the June 28, 2025 Side Letter precluded bargaining over all economic proposals,

and used it as a justification for rejecting the entirety of Charging Party's proposed economic package;

- d. Respondent engaged in bargaining with a predetermined position that it would not agree to any economic proposals;
- e. Respondent refused to meaningfully consider Charging Party's unit-specific economic issues and proposals;
- f. Respondent's bargaining representatives lacked authority and/or willingness to bargain over economics with Charging Party; and
- g. Respondent contended the State had "no money," rendering increases in compensation categorically unavailable, despite Charging Party identifying a \$20 billion dollar increase in General Fund spending from fiscal year 2024-25 to fiscal year 2026-27, a \$6.4 billion deposit into the Projected Surplus Temporary Holding Account, a \$1.3 billion revenue increase between the May Revision and final budget, and nearly \$240 million in two custodial and healthcare-service outsourcing arrangements.

7. Under the totality of circumstances, including but not limited to the specific acts described in paragraph 6 and its subsections, Respondent failed and refused to meet and confer in good faith with Charging Party in violation of Government Code section 3519(c).

8. 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).

9. 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: September 29, 2026

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