STATE OF CALIFORNIA

PUBLIC EMPLOYMENT RELATIONS BOARD

INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW) AND ITS DESIGNATED LOCAL UNION, THE CALIFORNIA ASSOCIATION OF PROFESSIONAL SCIENTISTS (CAPS), LOCAL 1115, UAW, Charging Party, v. STATE OF CALIFORNIA, Respondent.	Case No. SA-CE-2347-S COMPLAINT **EXPEDITED CASE**

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 an appropriate unit of employees in State Bargaining Unit 10 – Professional Scientific.

2. Respondent is the State employer within the meaning of Government Code section 3513(j). The California Department of Human Resources (CalHR) is Respondent's agent for the purpose of all activities alleged herein.

3. Charging Party and Respondent (collectively, "Parties") are parties to a Memorandum of Understanding (MOU), effective from July 1, 2024, through July 1,

2027.

I. Unilateral Change to Telework Policy

4. The Parties' MOU at Article 7, Section 10.A provides that State departments may establish telework programs "within the policies, procedures, and guidelines established by the Statewide Telework Policy." The Parties' MOU at Section 10.C further provides that if an employee requests a telework arrangement which "conforms to telework criteria established in the department's telework policy and guidelines, no employee's request for telework shall be unreasonably denied."

5. Before May 2026, State departments maintained their own telework programs that did not contain requirements for a minimum number of days that employees had to work in the office.

6. On or about March 3, 2025, Governor Gavin Newsom issued Executive Order N-22-25, which ordered that all State "agencies and departments subject to [the Governor's] 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 … effective July 1, 2025."

7. On or about March 13, 2025, CalHR issued a memorandum titled "Statewide Guidance on Case-by-Case Exceptions to Four In-Person Days Per Work Week," which implemented Executive Order N-22-25. The memorandum provides that "agencies and departments that provide telework as an option shall require a default minimum of four in-person days per work week," with two exceptions to the four (4) days per week in-person requirement. First, employees may continue telework arrangements already in place if they live more than 50 miles from their principal place of work. Second, employees may be exempted if their position requires telework

because they perform work at an officially designated alternate work location.

8. On or about July 8, 2025, the Parties entered into a side letter agreement suspending the "return-to-office" (RTO) requirements of Executive Order N-22-25. The agreement provided that "[n]o earlier than 120 days and not later than 60 days prior to the expiration of the agreement, [Charging Party] shall request, and the parties shall meet and confer over the reinstitution of the Executive Order or a successor order on July 1, 2026."

9. In or around May 2026, Respondent changed the status quo set forth in paragraphs 4, 5, and 8, by notifying employees and later Charging Party of its intent to implement an RTO policy requiring unit members to work in-office four (4) days per week, beginning on July 1, 2026, in accordance with CalHR's memorandum set forth in paragraph 7.

10. Respondent engaged in the conduct described in paragraph 9 without prior notice to Charging Party and without having afforded Charging Party an opportunity to negotiate to agreement or impasse over the decision to implement this new policy and/or the effects of its decision to do so.

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

12. 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).

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

II. Refusal to Bargain

14. In or around May 2026, Charging Party requested to meet and confer with Respondent over the RTO policy.

15. On or about May 12, 2026, Respondent informed Charging Party that it would not negotiate over the implementation of the RTO mandate.

16. By the acts and conduct described in paragraph 15, Respondent failed and refused to bargain in good faith with Charging Party in violation of Government Code section 3519(c).

17. 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).

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

III. Unilateral Change to FlexElect Program

19. The Parties' MOU at Section 5.7 provides for the establishment of the FlexElect Program, which allows employees who meet the eligibility criteria to enroll in a Dependent Care Reimbursement Account (DCRA).

20. On or about May 20, 2026, Respondent implemented a new policy by informing unit employees that within 60 days of "returning to an in-office setting more frequently," employees would be eligible to enroll in a DCRA or increase their current DCRA contribution.

21. Respondent engaged in the conduct described in paragraph 20 without prior notice to Charging Party and without having afforded Charging Party an opportunity to meet and confer over the decision to implement this new policy and/or the effects of its decision to do so.

22. By the acts and conduct described in paragraphs 20 and 21, Respondent

failed and refused to meet and confer in good faith in violation of Government Code section 3519(c).

23. 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).

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

IV. Direct Dealing

25. On or about May 28, 2026, Respondent sent emails to unit members asking them to take a "Transportation & Parking Needs Assessment Survey," which sought employee input on matters related to the four-day RTO policy.

26. By the acts and conduct described in paragraphs 25 and 20, Respondent attempted to bypass, undermine and derogate the authority of Charging Party in violation of Government Code section 3519(c).

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

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

V. Request for Information

29. On or about May 1, 2026, Charging Party requested from CalHR the following information that is relevant and necessary to Charging Party's discharge of its duty to represent employees: Information related to unit members' physical reporting locations, commute, parking, telework agreements, and costs of implementing the RTO policy. The request included Request No. 3, which seeks reports that each department employing unit members submitted to the Department of

General Services regarding its plan for implementing Executive Order N-22-25.

30. On or about May 4, 2026, Respondent, acting through CalHR, responded that it was not the custodian of records for most of the information sought, and that it would forward the request to the individual departments.

31. On or about May 5, 2026, CalHR forwarded Charging Party's request for information to individual departments, striking out Request No. 3, and adding the notation: "DO NOT PROVIDE THIS [INFORMATION] FOR #3. The responsive documents for #3 are part of management[']s deliberative process privileged [*sic*]." Departments that responded to the request for information did not respond to Request No. 3.

32. As of June 18, 2026, approximately 25 departments have failed to provide any information. No department has provided a complete response to the request for information.

33. By the conduct described in paragraphs 31 and/or 32, Respondent failed and refused to meet and confer in good faith with Charging Party in violation of Government Code section 3519(c).

34. 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).

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

VI. Surface Bargaining

36. Beginning on or about May 12, 2026, Respondent and Charging Party were meeting and conferring pursuant to Government Code section 3517.

37. During this period, Respondent engaged in a course of conduct, including

but not limited to the following:

a. On or about May 12, 2026, Respondent contended that it would proceed with implementing an RTO mandate consistent with Executive Order N-22-25, and that Charging Party could only meet and confer separately with each individual department concerning its impacts;

b. In response to Charging Party's May 28 letter to departments regarding RTO implementation, on or about June 2, 2026, CalHR responded on behalf of all departments and asserted that it "is entirely within its authority to delegate negotiations over impacts to individual departments and agencies," and stated that it "will be moving forward with implementation of the four-day in office requirement on July 1, 2026";

c. On or about June 11, 2026, CalHR refused to make any proposals;

d. In response to Charging Party inviting departments to attend the June 19, 2026 bargaining session to present department-specific information, CalHR stated that department representatives will not be attending and instructed Charging Party to "set up separate meetings with departments based on the department notices";

e. Respondent engaged in the conduct outlined in paragraphs 9 and 10;

f. Respondent engaged in the conduct outlined in paragraph 15;

g. Respondent engaged in the conduct outlined in paragraphs 20 and 21;

h. Respondent engaged in the conduct outlined in paragraph 25; and

i. Respondent engaged in the conduct outlined in paragraphs 31 and 32.

38. Under the totality of circumstances, including but not limited to the specific acts described in paragraph 37 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).

39. 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).

40. 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: July 10, 2026

Interim General Counsel

By _____

Senior Regional Attorney