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STATE OF CALIFORNIA

PUBLIC EMPLOYMENT RELATIONS BOARD

SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU), Charging Party, v. STATE OF CALIFORNIA (GOVERNOR'S OFFICE), Respondent.	Case No: SA-CE-2282-S **RESPONDENT'S POSITION STATEMENT AND ELECTION TO DEFER TO ARBITRATION**

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INTRODUCTION

Charging Party, Service Employees International Union (SEIU or Union) has filed an unfair practice charge (UPC or Charge) with the Public Employment Relations Board (PERB), alleging that Governor Gavin Newsom's Executive Order N-22-25—directing state agencies and departments to implement hybrid telework policies requiring a default minimum of four in-person workdays per week—constitutes a unilateral change in violation of the Ralph C. Dills Act (Dills Act) (Gov. Code, § 3512 et seq.)

SEIU's claim of a unilateral change is fundamentally flawed and should be dismissed. The Memoranda of Understanding (MOU) governing SEIU-represented bargaining units unequivocally grants the Governor, acting through state agencies and departments, the authority to modify telework programs—provided that SEIU is given 30 days' notice and an opportunity to meet and confer over the impact of the decision. (MOU § 21.1(D).) In this case, the state provided the required amount of notice. Therefore, SEIU's allegations that the Governor engaged in an unfair labor practice are unsupported and unpersuasive. Accordingly, the charge should be dismissed in its entirety.

Furthermore, this matter should be deferred to arbitration pursuant to section 3514.5 of the Dills Act, which prohibits PERB from issuing a complaint under these circumstances. (Gov. Code, § 3514.5.) In particular, the parties' MOU contains a comprehensive grievance and arbitration procedure that provides an adequate and binding mechanism for resolving the disputed issue. As PERB has consistently held, where the contract and its meaning lie at the center of the dispute and the employer is willing to waive procedural defenses and proceed to arbitration, deferral is not merely appropriate—it is required by law. Accordingly, PERB must defer this matter to arbitration and dismiss the unfair practice charge in its entirety.

FACTS

On March 3, 2025, Governor Gavin Newsom issued Executive Order N-22-25 (Executive Order), directing all state agencies and departments under his authority to implement a hybrid telework policy with a default minimum of four in-person workdays per week, effective July 1,

2025, subject to certain exceptions. The Executive Order directs agencies and departments to "consider their individual operational needs" in formulating their respective policies and provides flexibility for departments to grant exceptions as needed, ensuring that operational needs remain a guiding factor in telework policy decisions. The Executive Order additionally requires that agencies and departments take into account "any applicable Memorandum of Understanding," as well as "existing state policies and governing law," in considering requests for exceptions.

SEIU represents state employees in Bargaining Units 1, 3, 4, 11, 14, 15, 17, 20, 21 and is a signatory to the current SEIU MOU's, which remain in effect through at least June 30, 2026. Section 21.1(D) of the MOU's expressly provide that departments may modify existing telework policies, subject only to impact bargaining (UPC, Exh. B), and SEIU has historically accepted and operated under this framework without objection.

The statewide telework policy, issued by the Department of General Services (DGS), requires departments to develop telework policies that align with state guidelines, but does not establish a mandatory minimum number of telework days, nor does it guarantee telework as a right for state employees. Further, the DGS policy explicitly recognizes that MOU's may supersede its provisions, meaning that SEIU's own agreement ultimately governs the process for implementing telework policy modifications for SEIU represented employees, rather than the general DGS guidelines.

Following the issuance of Executive Order N-22-25, SEIU was formally notified by CalHR on March 3, 2025, of the Order and offered the opportunity to meet and confer over impact in accordance with section 21.1(D) of the MOU. (Declaration of Paul Starkey (Starkey Decl.), ¶ 3, Exh. A.) Despite this offer, SEIU has not yet requested bargaining on this issue and instead has filed the instant unfair practice charge. (*Ibid.*)

Notably, this is not the first time the Governor has issued a statewide directive modifying telework expectations. Almost a year ago, on April 10, 2024, the Governor directed state agencies and departments to implement policies with an expectation of at least two in-person days per week, subject to case-by-case exceptions. (Starkey Decl., ¶ 4, Exh. B.) SEIU was similarly notified and provided an opportunity to bargain over the impact of that prior telework directive, yet opted not to

file an unfair practice charge, even though the change, as well as the notice and offer to bargain, was similar to what SEIU alleges occurred in this case. (*Id.* at. ¶¶ 5-7, Exh. C.)

Procedural History

On March 4, 2025, SEIU filed the present Charge with PERB.

ARGUMENT

The Board agent is required to dismiss a charge where it fails to state a prima facie case of an unfair labor practice. (Cal. Code Regs., tit. 8, § 32620, subd. (b)(5).) In assessing unfair practice charges to determine whether a charging party has stated a prima facie case, PERB must treat the charging party's factual allegations as true and consider them in the light most favorable to the charging party. (*State of California (Employment Development Department)* (2017) PERB Dec. No. 2527-S, p. 2 fn. 2 [citing *Trustees of the California State University (Sonoma)* (2005) PERB Dec. No. 1755].) However, pursuant to PERB's regulations and decisional law, "PERB may consider factual information produced by a respondent when such information is submitted under oath, complements without contradicting the facts alleged in the charge, and is not disputed by the charging party." (*Ibid.* [citing PERB Reg. 32620(c); *Lake Tahoe Unified School District* (1993) PERB Dec. No. 994.) Here, the uncontroverted facts demonstrate that the Governor's Executive Order complies with the plain language of the MOU, aligns with the past practice of the parties, and is in keeping with the state employer's fundamental right to manage its workforce including determining where that work is performed. Accordingly, the Charge must be dismissed for failure to state a prima facie case.

Alternatively, the charge must be dismissed and deferred to arbitration as the dispute arises within a stable bargaining relationship, the employer is willing to proceed to arbitration and waive procedural defenses, and the contract and its meaning are at the center of the dispute. (Gov. Code, § 3514.5.) Accordingly, in the event the charge is not dismissed for failure to state a prima facie case, the charge must nevertheless be dismissed and deferred to arbitration in accordance with the parties' MOU.

I. THE CHARGE MUST BE DISMISSED AS SEIU FAILS TO STATE A PRIMA FACIE CASE THAT AN UNFAIR LABOR PRACTICE HAS BEEN COMMITTED.

The primary argument made by SEIU is that the Governor has violated section 3519, subd. (c) of the Dills Act by committing a unilateral change. Specifically, SEIU alleges the Governor has committed a unilateral change by issuing the Executive Order requiring departments to implement hybrid telework policies with a default minimum of four in-person days per week, with case-by-case exceptions available based on departments' operational needs. SEIU alleges the Executive Order alters the status quo (as measured by the MOU and the policies and practices surrounding telework). SEIU further alleges that telework is a matter within the scope of bargaining, and that the Governor failed to provide adequate advance notice of the proposed changes or to meet and confer in good faith over those changes. SEIU also makes the derivative allegation that by the above conduct, Respondent interfered with the Union's right of representation in violation of section 3519 subdivisions (a) and (b).

To establish a prima facie case that the employer violated its decision bargaining obligation, the charging party must prove: (1) the employer changed or deviated from the status quo; (2) the change or deviation concerned a matter within the scope of representation; (3) the change or deviation had a generalized effect or continuing impact on represented employees' terms or conditions of employment; and (4) the employer reached its decision without first providing adequate advance notice of the proposed change to the employees' union, and without bargaining in good faith over the decision, at the union's request. (*Bellflower Unified School District* (2021) PERB Dec. No. 2796, p. 9 (*Bellflower*).)

For the reasons discussed below, SEIU's claims of unilateral change and interference are without merit.

A. SEIU Fails to Show Respondent Deviated from the Status Quo.

To establish a unilateral change, the charging party must first prove the respondent breached a past practice or agreement. (*Grant Union High School District* (1982) PERB Dec. No. 196.) It is not a unilateral change for the employer to make a change that is permitted by the clear and unambiguous language in the parties' MOU. (*Marysville Joint Unified School District* (1983)

PERB Dec. No. 314; *State of California (Employment Development Department)* (1998) PERB Decision No. 1247-S.)

Moreover, "An employer makes no unilateral change where an action the employer takes does not alter the status quo. The status quo against which an employer's conduct is evaluated must take into account the regular and consistent past patterns of changes in the conditions of employment. Only changes that so deviate from the past practice as to change its quantity and kind are inconsistent with the status quo and a failure to negotiate in good faith. (*State of California (Department of Personnel Administration, et al.)* (1998) PERB Dec. No. 1279-S, at pp. 37-38, internal quotations and citations omitted.)

1. The Executive Order Is Not a Breach of the MOU, but Rather Is Consistent with Contract Provisions Expressly Authorizing Changes to Telework Policies.

SEIU argues that, based on sections 21.1(C) (Telecommute) and 24.1(A) (Entire Agreement), Respondent waived the right to bargain over or make any changes to the telework policies for the duration of the MOU; therefore, the changes directed by the Governor's Executive Order violate the MOU and constitute a unilateral change.

Section 21.1(C) 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.

Section 24.1(A) 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.

However, SEIU's argument disregards the explicit authorization in MOU section 21.1(D), which expressly allows management to make changes to telework policies during the life of the MOU. Section 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.

(Emphasis added.) This provision preserves management's right to modify existing telework policies, provided that SEIU is given notice and an opportunity to meet and confer over the *impact* of such changes. Here, CalHR formally issued a notice to SEIU on March 3, 2025, of the Governor's four-day, in-person directive, and explicitly offered to meet and confer over the impact of those upcoming changes. (Starkey Decl., ¶ 3.) In doing so, Respondent did not commit a unilateral change but rather fulfilled its obligations under the MOU.

PERB has held that where the MOU between the parties expressly authorizes the employer to make a change to the terms and conditions of employment, it is not a unilateral change for the employer to engage in such action. (*Marysville Joint Unified School District*, *supra*, PERB Dec. No. 314.) Because the MOU expressly allows departments to change telework policies, and because Respondent has followed the required procedures under the MOU for providing notice and an opportunity to bargain over impact, SEIU fails to establish that a unilateral change has occurred or that respondent has engaged in bad faith bargaining. Thus, contrary to SEIU's claim, the MOU does not prohibit the Governor or individual departments from implementing modifications to telework policies during its term. Instead, section 21.1(D) explicitly allows such changes, subject only to the duty to bargain over their impact.

2. The Executive Order is Not a "One Size Fits All" Policy.

SEIU asserts that Executive Order N-22-25 is invalid because it imposes a "blanket, one-size-fits-all policy" without regard to individual departmental business needs. (UPC, p. 6.) However, this mischaracterizes both the scope and intent of the Executive Order.

Nothing in the Dills Act or the MOU prohibits the Governor from establishing a general policy direction for executive agencies under his authority—particularly when the policy contemplates reasonable departmental application and when CalHR provides proper notice to affected bargaining units, as explicitly ordered in paragraph 3 of the Executive Order.

Furthermore, while paragraph 1 of the Executive Order sets a general statewide default of four in-person days per week, paragraph 2 explicitly provides that departments are to "consider their individual operational needs" when implementing the policy. (UPC, Exh. A, Executive Order, p. 2.) This includes evaluating employee requests for more than one telework day per week on a "case-by-case basis," and ensuring that such requests are considered in light of applicable MOU's, reasonable accommodation obligations, and other legal frameworks.

This language refutes SEIU's claim that the policy ignores departmental differences, and reaffirms that while a default standard is established for consistency and equity, departments nonetheless retain discretion to deviate from the default standard if justified by operational needs. The Executive Order neither strips departments of discretion nor overrides individual case-by-case assessments; rather, it requires agencies to align with a baseline expectation while retaining the authority for departments to grant exceptions where appropriate. In fact, the Executive Order tasks CalHR with issuing guidance to assist departments in making appropriate exceptions.

Finally, the Executive Order does not negate departmental telework policies; instead, it operates within the current system of rules, policies, and agreements governing telework, by setting a new operational baseline while maintaining compliance with statutory and contractual obligations, including notice and meet-and-confer requirements where applicable.

3. SEIU's Claim that the Executive Order Violates the Statewide Telework Policy or Any Other Existing Past Practice Is Also Without Merit.

SEIU claims the Statewide Telework Policy, along with the statutes that authorize it, explicitly place the authority to create and manage telework policies with individual departments, rather than the Governor. (UPC, p, 6.) By issuing a uniform telework mandate for all state agencies, SEIU claims the Governor has overstepped his bounds and improperly assumed powers that the Legislature intended to remain with each department.

This argument is fundamentally flawed as it ignores the Governor's clear and explicit constitutional and statutory role as the chief executive of the state, responsible for overseeing and directing executive agencies and departments in the administration of state policies. (Cal. Const., art. V, § 1; Gov. Code, §§ 11150, 11019.6, 11152, 12801.) As California's chief executive, the

Governor exercises broad authority to direct and oversee state agencies and departments. (Cal. Const., art. V, § 1.) Under Government Code section 11152, department heads organize their agencies "subject to the approval of the Governor." Additionally, section 11019.6 grants the Governor the power to designate principal agencies to coordinate regulatory activities. Similarly, section 12801 establishes that state agencies operate under secretaries who serve "at the pleasure" of the Governor. (See also Gov. Code, §§ 12010 ["The Governor shall supervise the official conduct of all executive and ministerial officers."]; 12011 ["The Governor shall see that all offices are filled and their duties performed."]; *California Assn. of Retail Tobacconists v. California* (2003) 109 Cal.App.4th 792 ["The Governor exercises the ultimate control over state agencies and departments through the appointment and removal power of appointed public officials."].) This statutory framework makes clear that the Governor acts through the departments and agencies of the executive branch he oversees.

Nothing in the statewide telework policy prohibits the Governor from setting new in-person work expectations, which departments may then tailor to meet their individual operational needs. Nor does the statewide telework policy establish a minimum number of telework days that departments must provide employees. Instead, the statewide policy simply requires departments to establish their own telework policies that adhere to general guidelines. (UPC, Exh. C.) Once departments create these policies, nothing prevents the Governor from directing them to modify those policies to implement a default minimum number of in-office days, consistent with his executive authority over state agencies.

Moreover, the DGS policy itself recognizes that MOU's supersede conflicting policy provisions. This means that section 21.1(D) of the SEIU MOU, which explicitly grants departments (and, by extension, the Governor) the authority to modify telework policies, takes precedence over any conflicting language in the more general DGS policy. Thus, the Executive Order is not in conflict with the DGS statewide telework policy—it is fully aligned with it.

Similarly, the Executive Order does not violate the statutes authorizing the DGS policy. Government Code section 14200.1 merely states that the Legislature's intent is to "encourage," not require, telework. Nothing in the law prevents the Governor from setting new in-person work

expectations for the departments under his authority and, moreover, the Executive Order still generally allows many state employees to telework at least one day per week.

In addition, the evidence demonstrates a clear and longstanding past practice—or "dynamic status quo"—of Respondent making changes to statewide telework policies with the Union's tacit acceptance and without any formal objection or legal challenge. (Starkey Decl., ¶¶ 4-7.) PERB has held that where an employer's actions are in keeping with the regular pattern of changes in the conditions of employment, there exists a dynamic status quo, and any actions falling within the scope of those regular and accepted changes will not support a finding of unilateral change. (*Pajaro Valley Unified School District* (1978) PERB Dec. No. 51.) For example, in *State of California (Employment Development Department)* (1998) PERB Dec. No. 1284-S, PERB held that an increase in employee workload was not a unilateral change because it was consistent with prior employer-directed changes. The Board refused to find a violation because the employer had a history of adjusting the number of interviews conducted by employees, making scheduling "fluid" and responsive to operational needs.

Similarly, here, the default number of telework days has been fluid, fluctuating over time based on the changing needs and priorities of the state. During COVID-19, for example, many state employees were required to work entirely from home—a radical departure from the prior status quo. (Starkey Decl., ¶ 8). Moreover, in the post-pandemic period, statewide telework policies have continued to evolve. Notably, on April 10, 2024, the Governor issued a statewide directive requiring all state agencies and departments to implement policies with a minimum of two in-person days per week. (Starkey Decl., ¶ 4, Exh. B.) SEIU allowed the directive to take effect without lodging any formal legal complaint or challenge. (Starkey Decl., ¶ 7.) The Governor's recent Executive Order that policies include a default minimum of four days in-person falls in line with these prior changes. Importantly, each of these directives allow flexibility for departments to grant individual employee telework requests that deviate from the minimum in-person requirements consistent with the department's operational needs. (Starkey Decl., ¶ 4, Exh. B, p. 2; UPC, Exh. A, p. 3.) Thus, the directives themselves contemplate a certain degree of flexibility to depart from the general framework as set forth in the Executive Order.

These undisputed facts demonstrate that telework policies have been and continue to be adjusted at the statewide level and that such changes fall comfortably within the Governor's executive authority over state agencies. The absence of any formal objection or unfair practice charge from SEIU regarding prior changes, like the one in the April 10, 2024 directive, indicates an implicit acknowledgement that such changes do not constitute a unilateral modification of employment terms requiring negotiation. Instead, they are part of Respondent's recognized, ongoing practice of adjusting telework expectations from time to time, in response to evolving circumstances. As noted above, the ability on the part of management to make these changes is authorized by and has been expressly codified in section 21.1(D) of the MOU.

Consequently, the plain language of the MOU, the dynamic status quo, and SEIU's own pattern of acquiescence to past telework policy adjustments make clear that the Governor's Executive Order does not constitute a unilateral change. As a result, SEIU has failed to state a prima facie case, and its charge should be dismissed.

B. SEIU Fails to Show That the Decision to Have Employees Come Back to Work In-Person Is Within the Scope of Bargaining.

In addition to failing to demonstrate any deviation from the status quo, SEIU also fails to establish the remaining essential elements of a unilateral change. Specifically, SEIU does not show that the alleged change involves a matter within the mandatory scope of bargaining, a fundamental requirement for proving an unlawful unilateral action.

1. The Governor's Executive Order is Not Within the Scope of Bargaining.

Section 3516 of the Dills Act defines the scope of bargaining as follows: "The scope of representation shall be limited to wages, hours, and other terms and conditions of employment *except, however, that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order*." (Emphasis added.) Thus, the Dills Act recognizes inherent limits on the scope of representation, specifically excluding changes made by executive order regarding the manner in which the state provides services to the public.

The decision to adopt a hybrid telework policy with a default minimum of in-person days per week was made by executive order and is precisely the type of fundamental managerial decision expressly excluded from bargaining under the Dills Act. Section 3516 of the Dills Act explicitly exempts from the scope of bargaining any changes made by "executive order" regarding the organization and delivery of services. In this case, the allocation of telework and in-office work reflects a direct determination of how state services will be structured and delivered, making it an essential policy choice that falls squarely within the statutory exemption.

Moreover, the SEIU MOU reinforces these statutory limitations in the State's Rights Clause of the MOU. Section 4.1 of the MOU explicitly reserves to the state the right to "determine the mission of its constituent departments" and "the methods, means, and personnel by which State operations are to be conducted." It further affirms the State's authority to "exercise control and discretion over the merits, necessity, or organization of any service or activity provided by law or executive order." These reserved rights necessarily encompass decisions about whether work should be performed remotely or in person. Therefore, the implementation of a hybrid telework policy—including the decision to establish a default number of in-office days—is a fundamental management prerogative recognized both by statute and contract.

2. Assuming, Arguendo, that the Alleged Change is Within the Scope of Bargaining, SEIU Waived the Right to Bargain over the Decision in the Parties' MOU, and Agreed to Limit Itself to Impact Bargaining Instead.

Even assuming, for the sake of argument, that changes to telework policies are within the scope of bargaining, SEIU has expressly waived its right to bargain over the *decision* to change such policies by agreeing to bargain over *impact* only. Section 21.1(D) of the MOU makes clear that departments desiring to change an existing telework policy or program shall first notify SEIU and that SEIU may request to meet and confer "over the *impact*" of the change. (Emphasis added.) Thus, Respondent is required to bargain only over the *impact* of telework policy changes, not the *decision* to make those changes. (*Ibid.*) The parties' deliberate use of the term "impact" rather than "decision" bargaining is significant, as the distinction is well understood in labor relations. If the parties had intended to require decisional bargaining, they would have either said so, or they would

have refrained from allowing only impact bargaining in the MOU. Instead, by agreeing to only impact bargaining, SEIU acknowledged Respondent's discretion to modify its telework policies without seeking prior approval from the Union.

Interpreting the MOU to require decisional bargaining over telework policy changes would render the reference to "impact" bargaining in the MOU meaningless and directly undermine the parties' bargained-for agreement. Courts have long held that contract provisions should be interpreted in a way that gives effect to all terms rather than rendering any language superfluous or meaningless. (*Appalachian Ins. Co. v. McDonnell Douglas Corp.* (1989) 214 Cal.App.3d 1, 11–12.) Here, SEIU's attempt to assert a decisional bargaining requirement contradicts the express language of the MOU and violates well-established principles of contract interpretation.

SEIU's claim that it is entitled to decisional bargaining is further undermined by the past practice of the parties. As noted above, in April 2024, the Governor directed agencies and departments to implement telework policies requiring a minimum of two in-person days per week. (Starkey Decl., ¶ 4.) The unions, including SEIU, were given notice and an opportunity to bargain over the impact of this change—yet SEIU declined to file a grievance, unfair practice charge, or a request for injunctive relief. (*Id*. at ¶¶ 5-7.) This prior acquiescence to a material change in the telework policy of the state demonstrates the parties' understanding—as codified in section 21.1(D) of the MOU—that the decision to make such changes is a managerial right. Accordingly, SEIU fails to show that the decision at issue is within the scope of bargaining, providing additional grounds for dismissal of the charge.

C. SEIU Fails to Show that Respondent Refused to Meet and Confer in Good Faith or Failed to Provide Adequate Notice to the Union.

Lastly, SEIU fails to demonstrate that the Respondent refused to meet and confer or provide adequate notice regarding any changes that were within the scope of bargaining. As noted above, Respondent has agreed to bargain over the negotiable *impact* of any modification to its telework policies and has provided the Union with almost four months' notice prior to implementation to do so.

SEIU's claim that Respondent failed to provide adequate notice or meet and confer in good faith over these issues is both factually incorrect and procedurally premature. The Executive Order itself served as notice to the Union on March 3, 2025, of the intended change to department telework policies. (UPC, Exh. A.) The March 3, 2025 notice was provided nearly four months before the planned implementation date of July 1, 2025, ensuring ample time for the parties to engage in meaningful impact bargaining.

Additionally, CalHR formally issued a separate notice to SEIU on March 3, 2025, and explicitly offered to meet and confer over the impact of the policy. (Starkey Decl., ¶ 3.) In doing so, CalHR not only complied with its legal obligation to provide notice but also took affirmative steps to engage SEIU in the meet-and-confer process. The notification made clear that Respondent is willing to discuss any foreseeable effects the policy might have on SEIU-represented employees and to consider reasonable proposals to mitigate any claimed negotiable impacts. (Starkey Decl., ¶ 3, Exh. A.) Rather than seizing this opportunity to engage in good-faith discussions, SEIU instead opted to file the present charge, asserting baseless and demonstrably inaccurate claims against Respondent.

As of the date of this writing, SEIU has yet to accept Respondent's offer to meet and confer over the impact of the Governor's Executive Order (Starkey Decl., ¶ 3), making its claim that Respondent has engaged in surface bargaining not only unfounded but entirely premature. SEIU cannot, in good faith, argue that Respondent has engaged in bad faith negotiations when the Union has not even attempted to engage in bargaining over the Executive Order's impact. Until SEIU participates in the meet-and-confer process, it cannot credibly claim that Respondent has refused to negotiate in good faith or that Respondent has disregarded its concerns. SEIU's failure to demonstrate that Respondent refused to meet and confer further underscores its inability to establish a necessary element of a unilateral change claim.

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In sum, SEIU fails to demonstrate that any unfair labor practice has occurred. Its claims are legally unsupported, factually inconsistent, and insufficient to establish a prima facie case of unilateral change or interference. Accordingly, the charge should be dismissed in its entirety.

II. ADDITIONALLY, THE CHARGE MUST BE DISMISSED AS THE CRITERIA FOR DEFERRAL HAVE BEEN MET, AND RESPONDENT EXERCISES ITS RIGHT TO DEFER TO ARBITRATION.

The charge must further be dismissed as it meets the criteria for deferral, and Respondent is exercising its right to defer to arbitration. Dills Act section 3514.5, subdivision (a)(1), states in pertinent part that PERB shall not "issue a complaint against conduct also prohibited by the provisions of the MOU between the parties until the grievance machinery of the agreement, if it exists and covers that matter at issue, has been exhausted, either by settlement or binding arbitration." A charge must be dismissed and deferred to the grievance machinery of the parties' agreement where:

(1) The dispute arises within a stable bargaining relationship;

(2) The employer is willing to proceed to arbitration and waive procedural defenses; and

(3) The contract and its meaning lie at the center of the dispute.

(Gov. Code, § 3514.5, subd. (a)(2); *State of California (Department of Corrections and Rehabilitation)* (2008) PERB Decision No 1967-S [citing *Dry Creek Joint Elementary School District* (1980) PERB Order No. Ad-81a].) PERB Regulation 32620, subdivision (b)(5) requires an investigating Board agent to dismiss a charge where allegations are properly deferred to the grievance and arbitration process. (Cal. Code Regs., tit. 8, § 32620, subd. (b)(5).) The requirements for deferral are met with respect to this Charge.

A. The Dispute Arises Within a Stable Bargaining Relationship.

First, deferral is warranted because the dispute arises within a stable bargaining relationship, as evidenced by the parties' 2023-2026 MOU's between SEIU and the state. (A full copy of the MOU's between SEIU and the state are publicly available at https://www.calhr.ca.gov/state-hr-professionals/Pages/bargaining-contracts.aspx.) The MOU's are currently in effect and will not

expire until June 30, 2026, and the bargaining relationship between the state and SEIU is stable. (Declaration of Brian Lin Walsh (Walsh Decl.), ¶ 3.)

Moreover, the MOU's expressly provide for final and binding arbitration to resolve all disputes involving the interpretation, application, or enforcement of its provisions, in accordance with the established grievance procedures. (See Walsh Decl., ¶ 3.) These arbitration and grievance provisions remain in full force and effect at this time, further underscoring the stability and continuity of the bargaining relationship. (*Ibid.*)

B. Respondent is Willing to Waive Procedural Defenses.

Second, Respondent is fully prepared to waive any contract-based procedural defenses to the claims set forth in the Charge and proceed directly to arbitration. Respondent's commitment to arbitration underscores its good faith in resolving this dispute within the framework of the parties' agreed-upon grievance and arbitration process. Respondent's election to waive procedural objections will ensure that all allegations related to the Charge that are covered and arbitrable under the MOU will be addressed through the appropriate channels.

C. The Contract and Its Meaning Lie at the Center of the Dispute.

Third, the dispute underlying the Charge directly involves the interpretation and application of specific provisions of the parties' MOU. SEIU asserts that Respondent violated sections 21.1(C) (Telecommute) and 24.1(A) (Entire Agreement) of the MOU by implementing changes to departmental telework policies. These allegations hinge entirely on how these provisions are to be interpreted within the context of the Governor's Executive Order and the corresponding departmental actions.

As a result, the meaning and scope of the parties' MOU lies at the heart of the dispute, and resolving this matter necessitates interpreting those provisions. Therefore, deferral to arbitration is not only appropriate, but required by law to ensure that the dispute is resolved within the framework established by the parties' negotiated agreement.

CONCLUSION

For the reasons set forth above, SEIU's charge must be dismissed in its entirety. SEIU has failed to establish a prima facie case that an unfair labor practice has occurred, as its claims are legally unsupported and factually deficient. The Executive Order is fully consistent with the MOU, the dynamic status quo, and the Governor's well-established authority to direct state agencies on matters within the state's managerial prerogative. SEIU has been given notice of these forthcoming changes and an opportunity to bargain over their impact. Given its failure to demonstrate a prima facie case of a unilateral change or interference, SEIU's charge must be dismissed.

Additionally, dismissal of the charge is mandated on deferral grounds. The dispute arises within a stable bargaining relationship, the contract and its meaning lie at the core of the controversy, and Respondent has unequivocally elected to defer this matter to arbitration while waiving any procedural defenses. The Dills Act unambiguously requires deferral under these circumstances to uphold the parties' agreement and maintain the integrity of the collective bargaining process. Accordingly, deferral constitutes an additional and independent basis for dismissing the UPC.

Dated: April 7, 2025

Respectfully submitted,

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STATE OF CALIFORNIA

PUBLIC EMPLOYMENT RELATIONS BOARD

SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU), Charging Party, v. STATE OF CALIFORNIA (GOVERNOR'S OFFICE), Respondent.	PERB Case No.: SA-CE-2282-S **DECLARATION OF PAUL M. STARKEY IN SUPPORT OF RESPONDENT'S POSITION STATEMENT AND ELECTION TO DEFER TO ARBITRATION**

I, PAUL M. STARKEY, declare as follows:

1. I am employed as the Deputy Director of Labor Relations with the California Department of Human Resources (CalHR), and in that capacity, I am familiar with labor relations procedures, including the notification requirements related to changes affecting bargaining unit employees.

2. This declaration is made in support of respondent's position statement in the above-captioned matter.

3. To the best of my knowledge and based on available records, the following notifications were provided to SEIU:

- On March 3, 2025, CalHR, through its Labor Relations Division and under my signature, issued a written notice via email to SEIU, and all impacted employee representatives, regarding implementation of a minimum four-day per week in-office policy for employees by Executive Order N-22-25. A true and correct copy of this notice is attached as **Exhibit A**.
- In the March 3 written notice, I invited all employee representatives, including SEIU, to meet and confer regarding the impacts of the Executive Order. A true and correct copy of this notice is attached as **Exhibit A**.
- On March 5, SEIU Chief Counsel notified me via email of SEIU's intent to file an unfair practice charge in response to Executive Order N-22-25. Except for this communication, to date, SEIU has not responded to me or anyone in the Labor Relations Division by email or telephone acknowledging receipt of the notice and/or requesting to bargain over the above changes.

4. Additionally, SEIU was notified of the Administration's April 10, 2024 directive, under signature of Cabinet Secretary Ann Patterson, which directed all state agencies and departments to implement a minimum two-day per week in-office policy for employees. A true and correct copy of the Patterson letter is attached hereto as **Exhibit B**.

5. On April 10, 2024, I provided written notice via email to all employee representatives, including SEIU, and offered the opportunity to meet and discuss the impact of this directive. A true and correct copy of the notice given to SEIU about the order is attached as **Exhibit C**.

6. To the best of my knowledge and based upon available records, SEIU did not meet with CalHR but had the opportunity to meet separately with departments concerning the impact of the implementation of the April 10 directive.

7. To the best of my knowledge and based on available records, SEIU did not file any formal legal objection, unfair labor practice charge, or grievance regarding the April 10, 2024 directive at or after the time it was issued. I am aware of no record of SEIU asserting that this directive constituted a unilateral change requiring additional bargaining under the Dills Act or the Memorandum of Understanding between the State and SEIU.

8. In addition, prior to the COVID-19 pandemic, most state employees were not teleworking full-time. During the COVID-19 pandemic most state employees were required to telework full-time from home. To the best of my knowledge and based on available records, SEIU did not object to this change.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this 7th day of April, 2025, at West Sacramento, California.

Paul M. Starkey

PAUL M. STARKEY
Deputy Director of Labor Relations, CalHR

Exhibit A

Starkey, Paul@CalHR

From: LRinfo
Sent: Monday, March 3, 2025 3:34 PM
To: LIST-ExclusiveRepresentatives; LIST-SupervisoryOrExcludedOrgs
Cc: LIST-EmployeeRelationsOfficers
Subject: Notice: Executive Order – N-22-25 re Return to Office

March 3, 2025

Labor Union Organizations
Excluded Employee Organizations

RE: Notice: Executive Order – N-22-25 re Return to Office

Dear Labor Leaders,

Executive Order N-22-25, relating to return to office and issued today, requires all agencies and departments that provide telework as an option for employees to increase from two to four in-person days per work week beginning July 1, 2025. Here is a link to the Executive Order.

As stated in the Executive Order, this direction is to maximize the benefits of in-person work, among them, enhanced collaboration, cohesion, creativity, mentoring, "and improved supervision and accountability for delivering services to the public and to maintain public confidence in the efficiency and effectiveness of state government."

Agencies and departments will provide timely and separate notice of any operational changes to be made in response to the Executive Order.

If you wish to discuss the impact of the Executive Order, please contact me at Paul.Starkey@CalHR.ca.gov to schedule those discussions.

Sincerely,

Paul

Paul M. Starkey
Deputy Director of Labor Relations
California Department of Human Resources

Exhibit B

OFFICE OF THE GOVERNOR

April 10, 2024

Dear Cabinet Secretaries,

I write to provide a further update about our ongoing conversations around the Administration's efforts to innovate and evolve how the state's workers get work done effectively on behalf of Californians in a hybrid environment.

Nearly four years have passed since the COVID-19 pandemic precipitated change. Although about half of state workers were in jobs that required them to continue coming into the office, others shifted to a hybrid model or full-time telework. Based on our experience and research that has emerged during that time, we are in a different place today as a society and as state agencies serving the public.

The Governor's Office previously directed all agencies and departments within the Administration to regularly evaluate and update their telework policies based on their individual operational needs. We also made clear that the Administration believes there are significant benefits to in-person work—enhanced collaboration, cohesion, and communication, better opportunities for mentorship, particularly for workers newer to the workforce, and improved supervision and accountability—that should be balanced with the benefits and increased flexibility that telework provide, through a hybrid approach. To this point, however, we have not mandated a minimum number of in-person days that agencies and departments should implement for state staff.

I appreciate the efforts by many agencies and departments to reevaluate their policies. A number of agencies successfully implemented hybrid policies with minimum in-person-day expectations last year, with minimal disruptions. Others announced earlier this year that they are transitioning to hybrid approaches in the coming weeks, while some have yet to make any changes to their policies.

Unfortunately, the varied approaches have created confusion around expectations and are likely to exacerbate inconsistencies across agencies and

GOVERNOR GAVIN NEWSOM • SACRAMENTO, CA 95814 • (916) 445-2841

departments. Accordingly, we have determined that it is now necessary to direct all agencies and departments within the Administration that provide telework as an option for employees to implement a hybrid telework policy with an expectation of at least two in-person days per week, with case-by-case exceptions to be considered as detailed below.

This approach will ensure all agencies and departments experience the benefits of in-person work, while still affording staff the benefits and flexibility of telework. Agencies and departments should continue to consider their individual operational needs in implementing this directive. Employee requests for more than three telework days per week should continue to be considered on a case-by-case basis (e.g., in requests for reasonable accommodation), as required by the applicable MOU, and approved or denied based on individual circumstances and the specific needs and objectives of the department. I also want to make clear that agencies and departments that have already implemented or are in the midst of implementing a transition to hybrid work consistent with this directive should continue to do so.

CalHR will notice our labor partners about this directive and its implementation date of June 17, 2024. Agencies and departments are expected to implement this directive on that date. This implementation timeframe does not apply to departments that have already announced an earlier implementation date for their return to office policy.

As I have said, we continue to support telework and believe this transition to a hybrid structure will promote greater collaboration and cohesion across our teams that will enhance our ability to serve all Californians effectively. We will continue to evaluate this approach in the coming weeks and months, and we may make further adjustments in the future. I look forward to continued dialogue on this.

Sincerely,

Ann Patterson
Cabinet Secretary

Exhibit C

Starkey, Paul@CalHR

From: LRinfo
Sent: Wednesday, April 10, 2024 4:49 PM
To: LIST-ExclusiveRepresentatives; LIST-SupervisoryOrExcludedOrgs
Cc: LIST-EmployeeRelationsOfficers
Subject: Hybrid work
Attachments: 04-10-24 letter to cabinet secretaries re hybrid work.pdf

April 10, 2024

Dear Labor Leaders,

I am sharing with you for information a directive issued today from the Office of the Governor to cabinet secretaries about hybrid work, which is attached. The implementation date for the directive is June 17, 2024.

If you wish to discuss this notice or the attached communication, please contact me at paul.starkey@calhr.ca.gov.

Paul

Paul M. Starkey
Deputy Director of Labor Relations
California Department of Human Resources

Work for California

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Attorneys for Respondent

STATE OF CALIFORNIA

PUBLIC EMPLOYMENT RELATIONS BOARD

SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU), Charging Party, v. STATE OF CALIFORNIA (GOVERNOR'S OFFICE), Respondent.	PERB Case No.: SA-CE-2282-S **DECLARATION OF BRIAN LIN WALSH IN SUPPORT OF RESPONDENT'S POSITION STATEMENT AND ELECTION TO DEFER TO ARBITRATION**

I, BRIAN LIN WALSH, declare as follows:

1. I am currently employed as a Principal Labor Relations Officer with the California Department of Human Resources (CalHR). As a Principal Labor Relations Officer, my primary responsibilities include administration and bargaining of statewide Memoranda of Understanding (MOU's) and responding to grievances filed under these MOU's by state employee organizations. One of my assignments is to administer and oversee the MOU's governing Bargaining Units 4 and 18, which are represented by the Service Employees International Union (SEIU) and California Association of Psychiatric Technicians (CAPT) respectively.

2. This declaration is being filed concurrently with Respondent's position statement and election to defer to arbitration. I am familiar with the facts stated in this declaration, and if called as a witness, I could, and would, testify competently to these facts.

3. The 2023-2026 MOU's covering SEIU-represnted bargaining units are currently in effect and will not expire until June 30, 2026, and the bargaining relationship between the state and SEIU is stable. The parties' agreed-upon dispute resolution mechanism for labor disputes is the grievance and arbitration procedure contained in the current MOU's, which remains in effect and continues uninterrupted. A true and correct copy of the relevant provisions of Bargaining Unit 4 SEIU MOU is attached as **Exhibit A.**

I declare under penalty of perjury that the foregoing is true and correct, except as to those matters stated on information and belief, and as to those matters, I believe it to be true. Executed on this 7th day of April, 2025, at Sacramento, California.

Brian E. Lin Walsh

BRIAN LIN WALSH

Exhibit A

Agreement Between

STATE OF CALIFORNIA

and

SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) – LOCAL 1000

covering

BARGAINING UNIT 4

Effective

July 1, 2023 through June 30, 2026

5.17, 5.18, 5.19, 5.20 and 5.21 INTENTIONALLY EXCLUDED – UNIT SPECIFIC LANGUAGE

ARTICLE 6 – GRIEVANCE, ARBITRATION, AND AWOL PROCEDURES

6.1 Purpose

A. This grievance procedure shall be used to process and resolve grievances arising under this Contract and employment-related complaints.

B. The purposes of this procedure are:

1. To resolve grievances informally at the lowest possible level.

2. To provide an orderly procedure for reviewing and resolving grievances promptly.

6.2 Definitions

A. A grievance is a dispute of one or more employees, or a dispute between the State and the Union, involving the interpretation, application, or enforcement of the express terms of this Contract.

B. A complaint is a dispute of one or more employees involving the application or interpretation of a written rule or policy not covered by this Contract and not under the jurisdiction of the SPB. Complaints shall only be processed as far as the department head or designee.

C. As used in this procedure, the term “immediate supervisor” means the individual identified by the department head.

D. As used in this procedure, the term “party” means the Union, an employee, or the State.

E. A “Union representative” refers to a Union steward or staff representative or a bargaining unit council representative.

F. A grievance conference is a meeting that can be held at any step of the grievance process in an attempt to settle the grievance.

6.3 Time Limits

Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure. However, with the mutual consent of the parties, the time limitation for any step may be extended.

6.4 Waiver of Steps

The parties may mutually agree to waive any step of the grievance procedure.

6.5 Presentation

At any step of the grievance procedure, the State representative, grievant(s), Union representative or the Union steward may request a grievance conference. The grievant(s) and steward(s) shall attend without loss of compensation.

6.6 Informal Discussion

An employee's grievance initially shall be discussed with the employee's immediate supervisor. Within seven (7) calendar days the immediate supervisor shall give the decision or response.

6.7 Formal Grievance – Step 1

A. If an informal grievance is not resolved to the satisfaction of the grievant, a formal grievance may be filed no later than thirty (30) calendar days after the employee can reasonably be expected to have known of the event occasioning the grievance.

B. A formal grievance shall be initiated in writing on a form provided by the State and shall be filed with the person designated by the department head as the

first formal level of appeal. Said grievance shall include a statement as to the alleged violation, the specific act(s) causing the alleged violation and the specific remedy or remedies being sought and may request a grievance conference. Upon request, the parties shall meet within ten (10) days of receiving such a request to discuss settlement of the grievance. Unless otherwise agreed, the timelines set forth in Article 6 shall not be changed as a result of the scheduling of such meeting. The grievant(s) and steward(s) shall attend without loss of compensation.

C. Within thirty (30) calendar days after receipt of the formal grievance, the person designated by the department head as the first formal level of appeal shall respond in writing to the grievant. A copy of the written response shall be sent concurrently to SEIU Local 1000 headquarters by the department head or designee.

D. No contract interpretation or grievance settlement made at this stage of the grievance procedure shall be considered precedential. All interpretations and settlements shall be consistent with the provisions of this Contract.

6.8 Formal Grievance – Step 2

A. If the grievant is not satisfied with the decision rendered pursuant to Step 1, the grievant may appeal the decision within thirty (30) calendar days after receipt to the department head or designee.

B. Within thirty (30) calendar days after receipt of the appealed grievance, the department head or designee shall respond in writing to the grievance. A copy of the written response shall be sent concurrently to SEIU Local 1000 headquarters.

6.9 Formal Grievance – Step 3

A. If the grievant is not satisfied with the decision rendered at Step 2, the grievant may appeal the decision within thirty (30) calendar days after receipt to the

Director of the CalHR or designee. The Union shall concurrently send a copy of the grievance appeal cover letter to the affected department(s).

B. Within thirty (30) calendar days after receipt of the appealed grievance, the Director of the CalHR or designee shall respond in writing to the grievance.

6.10 Response

If the State fails to respond to a grievance within the time limits specified for any step, the grievant shall have the right to appeal to the next step.

6.11 Formal Grievance – Step 4

A. If the grievance is not resolved at Step 3, within thirty (30) calendar days after receipt of the third level response, the Union shall have the right to submit the grievance to arbitration. If the grievance is not submitted to arbitration within thirty (30) calendar days after receipt of the third level response, it shall be considered withdrawn.

B. Within fifteen (15) calendar days after the notice requesting arbitration has been served on the State, the Union shall contact the State to mutually select an arbitrator. If the parties cannot mutually agree upon an arbitrator within forty-five (45) calendar days after the request to select an arbitrator has been served, the Union may request the State Conciliation and Mediation Service or the Federal Mediation and Conciliation Service to submit to both parties a panel of nine (9) arbitrators. Within fifteen (15) calendar days after receipt of the panel of arbitrators from the State Conciliation and Mediation Service or the Federal Mediation and Conciliation Service, the Union shall contact the State in writing and request to strike names from the panel. The parties shall have ten (10) business days to meet and alternately strike names until only one name remains and this person shall be the arbitrator.

C. The arbitration hearing shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The cost of

arbitration shall be borne equally between the parties, unless the parties mutually agree to a different arrangement.

D. An arbitrator may, upon request of the Union and the State, issue the arbitrator's decision, opinion, or award orally upon submission of the arbitration. Either party may request that the arbitrator put the arbitrator's decision, opinion, or award in writing and that a copy be provided.

E. The arbitrator shall not have the power to add to, subtract from, or modify this Contract. Only grievances as defined in section 6.2 (A) of this Article shall be subject to arbitration. In all arbitration cases, the award of the arbitrator shall be final and binding upon the parties.

6.12 Grievance Review

Upon request of either party, the State and Union shall meet monthly in an attempt to settle and resolve grievances. The parties shall agree at least two (2) weeks prior to each meeting on the agenda and who shall attend.

6.13 AWOL Hearing Back Pay

In any hearing of an automatic resignation (AWOL) pursuant to Government Code section 19996.2, the hearing officer shall have the discretion to award back pay. Once adopted by the CalHR, the hearing officer's decision with respect to back pay shall be final and is neither grievable nor arbitrable under any provision of this Contract, nor may it otherwise be appealed to a court of competent jurisdiction. This provision does not alter or affect the right to bring a legal challenge or appeal of the other aspects of the hearing officer's decision as provided in law. This does not otherwise limit or expand any other authority of the hearing officer under Government Code section 19996.2.

6.14 Mini-Arbitration Procedure

The parties agree to continue to participate in a pilot program of an expedited (mini) arbitration process. The pilot program shall continue for the duration of the agreement.

A. The grievances to be referred to this process shall be determined by mutual agreement only. The parties agree that this process shall be reserved for those cases of limited scope and limited impact. The parties agree that a mini arbitration hearing date shall be scheduled at least four (4) times in a fiscal year. The parties agree to meet within forty-five (45) days from the date the legislature ratifies this MOU to select four (4) dates for this mini-arbitration process. The parties may cancel or add additional dates by mutual agreement.

B. Within forty-five (45) days of this Agreement's ratification by the Legislature, the parties shall appoint a standing panel of four (4) arbitrators for the mini-arbitration process. Each party shall assign two (2) arbitrators to the mini-arbitration panel. The arbitrators shall be listed in alphabetical order by last name and be assigned to hear grievances on a continuous rotation.

C. The arbitration shall be conducted according to the following rules and the arbitrator shall be required to abide by them:

    1. The arbitrator shall hear and decide as many grievances as can reasonably be presented in a normal work day. The parties shall schedule the earliest available date provided by the arbitrator that is feasible for both parties.

    2. The parties shall attempt to prepare a written stipulation of undisputed facts prior to arbitration. The arbitrator shall only take testimonial and/or documentary evidence relevant to those facts which remain in dispute.

    3. The presentation of each grievance shall include an opening statement, the submission of documentary and testimonial evidence, and a closing argument. Each party will designate no more than one (1) spokesperson to present their case to the arbitrator. In addition, each party shall be limited to two (2) witnesses per case unless by mutual stipulation, in which case, the parties may call additional witnesses.

4. The arbitrator shall make their decision solely on the written record in the grievance, the grievance response(s), and any oral or documentary presentation made at the arbitration proceeding. The presentations shall be time limited, consistent with the intent of this provision to hold multiple grievance reviews in a single day. There shall be a stenographic record or transcripts of the hearings.

5. At the conclusion of the hearing, each party shall present an oral summation of its position. Post hearing briefs shall not be submitted.

6. The arbitrator will issue a bench decision on each grievance. The decision of the arbitrator is final and binding, but shall have no precedential value whatsoever.

7. The arbitrator shall have no authority to add to, delete, or alter any provisions of this Contract, or any agreements supplementary thereto, but shall limit the decision to the application of the Contract to the facts and circumstances at hand.

8. The parties are limited at the expedited arbitration to presenting only the facts, documents, and arguments presented during the lower levels of the grievance process and either party may also introduce new documents or facts provided that such materials are submitted to the other party at least ten (10) days prior to the hearing.

D. The arbitrator shall be paid a flat fee for each day of the hearing, without regard to the number of cases presented during that day's hearing. Each party shall pay one-half of the arbitrator's charges.

ARTICLE 7 - HOLIDAYS

7.1 Holidays

A. Full-time and part-time employees, except civil service exempt Unit 3 employees in the California Department of Education (CDE), shall be

PERB Received
04/07/25 16:38 PM

PERB Filed
04/07/25

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 1515 S Street, North Building, Suite 500

Sacramento, CA 95811

On April 7, 2025 (*Date*), I served the Respondent's Position Statement with (*Description of document(s)*)

Decl's. of P. Starkey & B. Lin Walsh (*Description of document(s) continued*) in Case No. SA-CE-2282-S (PERB Case No., if known).

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

- ☐ 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.*)

Anne M. Giese, Chief Counsel
SEIU Local 1000
1808 14th Street, Sacramento, CA 95811
Email: AGiese@Seiu1000.org

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 April 7, 2025 (*Date*),

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

Aymie Nguyen

(*Type or print name*) | (*Signature*)