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STATE OF CALIFORNIA

PUBLIC EMPLOYMENT RELATIONS BOARD

UNFAIR PRACTICE CHARGE

DO NOT WRITE IN THIS SPACE: Case No:

Date Filed: 04/07/2025

**INSTRUCTIONS:** File the original and one copy of this charge form in the appropriate PERB regional office (see PERB Regulation 32075), with proof of service attached to each copy. Proper filing includes concurrent service and proof of service of the charge as required by PERB Regulation 32615(c). All forms are available from the regional offices or PERB's website at [www.perb.ca.gov](http://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<sup>1</sup> ☐

- a. Full name: American Federation of State, County, and Municipal Employees, Local 3299
- b. Mailing Address: 1999 Harrison St, Ste 2700, Oakland, CA 94612
- c. Telephone number: (510) 272-0169
- d. Name and title of agent to contact: Julia Lum, Attorney E-mail Address: [jlum@leonardcarder.com](mailto:jlum@leonardcarder.com)  
Telephone number: (510) 272-0169 Fax No.:
- e. Bargaining Unit(s) involved: EX and SX

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

- a. Full name: Regents of the University of California
- b. Mailing Address: 1111 Franklin St 8th Floor, Oakland, CA 94607
- c. Telephone number: (510) 987-9800
- d. Name and title of agent to contact: Allison Woodall, Deputy General Counsel E-mail Address: [Allison.Woodall@ucop.edu](mailto:Allison.Woodall@ucop.edu)  
Telephone number: (510) 987-9800 Fax No.:

3. NAME OF EMPLOYER (Complete this section only if the charge is filed against an employee organization.)

- a. Full name:
- b. Mailing address:

4. APPOINTING POWER: (Complete this section only if the employer is the State of California. See Gov. Code, § 18524.)

- a. Full name:
- b. Mailing Address:
- c. Agent:

5. GRIEVANCE PROCEDURE

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

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

Yes ☐ No ☒ Unknown ☐

#### 6. STATEMENT OF CHARGE

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

- ☐ Educational Employment Relations Act (EERA) (Gov. Code, § 3540 et seq.)
- ☐ Ralph C. Dills Act (Gov. Code, § 3512 et seq.)
- ☒ Higher Education Employer-Employee Relations Act (HEERA) (Gov. Code, § 3560 et seq.)
- ☐ Meyers-Milias-Brown Act (MMBA) (Gov. Code, § 3500 et seq.)
- ☐ Los Angeles County Metropolitan Transportation Authority Transit Employer-Employee Relations Act (TEERA) (Pub. Utilities Code, § 99560 et seq.)
- ☐ One of the following Public Utilities Code Transit District Acts: San Francisco Bay Area Rapid Transit District Act (SFBART Act) (Pub. Util. Code, § 28848 et seq.), Orange County Transit District Act (OCTDA) (Pub. Util. Code, § 40000 et seq.), Sacramento Regional Transit District Act (Sac RTD Act) (Pub. Util. Code, § 102398 et seq.), Santa Clara VTA, (Pub. Util. Code, § 100300 et seq.), and Santa Cruz Metro (Pub. Util. Code, § 98160 et seq.)
- ☐ Trial Court Employment Protection and Governance Act (Trial Court Act) (Article 3; Gov. Code, § 71630 – 71639.5)
- ☐ Trial Court Interpreter Employment and Labor Relations Act (Court Interpreter Act) (Gov. Code, § 71800 et seq.)

b. The specific Government or Public Utilities Code section(s) or PERB regulation section(s) alleged to have been violated is/are:  
Government Code section 3571, subdivisions (a), (b), and (c)

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

#### DECLARATION

I declare under penalty of perjury that I have read the above charge and that the statements herein are true and complete to the best of my knowledge and belief. (A Declaration will be included in the e-mail you receive from PERB once you have completed this screen. The person filing this Unfair Practice Charge is required to return a properly filled out and signed original Declaration to PERB pursuant to PERB Regulations 32140 and 32135.)

Julia Lum  
(Type or Print Name)

/s/ Julia Lum  
(Signature)

04/07/2025  
Date



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STATE OF CALIFORNIA  
PUBLIC EMPLOYMENT RELATIONS BOARD  
**UNFAIR PRACTICE CHARGE**

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IS THIS AN AMENDED CHARGE?

YES

If so, Case No.

NO

1. CHARGING PARTY:

EMPLOYEE

EMPLOYEE ORGANIZATION

EMPLOYER

PUBLIC<sup>1</sup>

a. Full name:

b. Mailing address:

c. Telephone number:

d. Name and title of  
person filing charge:  
Telephone number:

E-mail Address:

e. Bargaining unit(s)  
involved:

2. CHARGE FILED AGAINST: (mark one only)

EMPLOYEE ORGANIZATION

EMPLOYER

a. Full name:

b. Mailing address:

c. Telephone number:

d. Name and title of  
agent to contact:  
Telephone number:

E-mail Address:

3. NAME OF EMPLOYER (Complete this section only if the charge is filed against an employee organization.)

a. Full name:

b. Mailing address:

4. APPOINTING POWER: (Complete this section only if the employer is the State of California. See Gov. Code, § 18524.)

a. Full name:

b. Mailing address:

c. Agent:

<sup>1</sup> 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

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

Yes

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Unknown

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- b. The specific Government or Public Utilities Code section(s), or PERB regulation section(s) alleged to have been violated is/are: 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


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 \_\_\_\_\_

(Date)

at \_\_\_\_\_  
(City and State)

\_\_\_\_\_  
(Type or Print Name and Title, if any)

  
(Signature)

Mailing Address:

E-Mail Address:

Telephone Number:

## PROOF OF SERVICE

I declare that I am a resident of or employed in the County of \_\_\_\_\_,  
State of \_\_\_\_\_. I am over the age of 18 years. The name and address of my  
Residence or business is \_\_\_\_\_

On \_\_\_\_\_, I served the \_\_\_\_\_  
(Date) (Description of document(s))

\_\_\_\_\_ in Case No. \_\_\_\_\_.  
(Description of document(s) continued) 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.)*

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 \_\_\_\_\_,  
(Date)  
at \_\_\_\_\_.  
(City) (State)

(Type or print name)

  
(Signature)

## **ATTACHMENT TO UNFAIR PRACTICE CHARGE**

### **I. INTRODUCTION**

Charging Party the American Federation of State, County, and Municipal Employees, Local 3299 (“AFSCME” or the “Union”) brings this charge against the Regents of the University of California (“UC” or the “University”) because of the University’s unilateral announcement and implementation of a hiring freeze, which it imposed without notice or an opportunity to bargain.

AFSCME respectfully requests that PERB issue a complaint against the University to fully remedy UC’s unilateral change and its ongoing bad faith refusal to bargain with AFSCME.

### **II. FACTS**

AFSCME represents approximately 37,000 employees in the University of California system. This includes approximately 25,000 members of the EX Unit and approximately 11,400 members of the SX Unit. AFSCME and UC are parties to a CBA for the SX Unit which remains in effect until October 31, 2024, and to a CBA for the EX Unit which expired on July 31, 2024. As such, all waivers of the right to bargain have expired.

#### **A. Background**

As described in PERB Case No. SF-CE-1477-H, during and since the Covid-19 pandemic, AFSCME members have been forced to perform their work severely understaffed. At the same time, UC has publicly stated that it has a cash surplus, largely because vacancy rates remain three times higher than pre-pandemic. Vacancies have persisted in significant part because the University has been unwilling to make working for the University sufficiently attractive to candidates, and it has been burning out its existing workforce.

One of AFSCME’s core priorities since learning that UC saves millions on keeping vacancies open has been safe staffing – AFSCME members want to provide safe, quality work without continuing to sacrifice their own mental and physical health. On several occasions, AFSCME has raised the impact of short staffing during bargaining. For example, during the February 5-6, March 25-26, and May 6-7, 2024 bargaining sessions, respiratory therapists on AFSCME’s bargaining team provided detailed testimony on the University’s failure to follow state respiratory care staffing standards and how short staffing in respiratory care departments is endangering patients.

AFSCME has also submitted several requests for information related to vacancies. The information the University has provided thus far has been incomplete and inconsistent, and the University has not responded to AFSCME’s follow up requests. Certain locations have entirely failed to provide any vacancy information, including UC Merced, UC Riverside, UC Davis Medical Center, UC Santa Cruz, UC San Diego Medical Center, UCSF Campus and Medical Center, ANR, and the UC Office of the President itself. Because of UC’s bad faith bargaining, including its refusal to provide sufficient vacancy information, AFSCME filed unfair labor practice charge SF-CE-1477-H, and held a systemwide unfair labor practice strike over these issues on November 20 and 21, 2024.

Despite requesting vacancy information for nearly two years, filing an unfair labor practice charge, and then holding an unfair labor practice strike, AFSCME's complaints have fallen on deaf ears. As described below, instead of engaging in good faith with AFSCME on its concerns over staffing ratios and unsustainable workloads, the University has doubled down on its unlawful conduct.

**B. UC's announcement of a hiring freeze**

On March 19, 2025, UC announced on its website its decision to implement a systemwide hiring freeze. The announcement, from UC President Michael V. Drake, stated:

Over the last few months, the new administration in Washington, D.C., has announced a number of executive orders and proposed policy changes, including ones that threaten funding for lifesaving research, patient care, and education support. These actions affect colleges and universities across the country. Additionally, the 2025-26 California state budget calls for a substantial cut to the University's budget. As one of the most innovative, research-focused public institutions in the nation, these proposed changes would have a particularly profound impact on the University of California.

...

These efforts have allowed us to stave off some of the immediate and projected financial impacts — but not all. As we face funding reductions at both the state and federal levels, the Chancellors and I are preparing for significant financial challenges ahead. Today, I write to share several steps we are taking to protect the University and try to ensure its solid financial footing in the long term.

First, we will implement a systemwide hiring freeze to help the University manage costs and conserve funds. I have directed every UC location, including the Office of the President, to prepare financial strategies and workforce management plans that address any potential shortfalls. I have also directed all UC locations to implement cost-saving measures, such as delaying maintenance and reducing business travel where possible. Because every UC location is different, these plans will vary accordingly. But regardless of UC location, every action that impacts our University and our workforce will only be taken after serious and deliberative consideration.

(Exhibit 1.)

Campus locations also announced the implementation of the hiring freeze. (See, e.g., Exhibit 2 [UCSF announcement, stating "UCSF must take several steps to manage costs and reinforce financial stability, including: [e]ffective immediately, implement a hiring freeze (employment offers made today or before today, March 19, 2025, will be honored)"]; Exhibit 3 [UCSD announcement, stating "[e]ffective February 19, 2025, UC San Diego is pausing hiring for core-funded positions. The pause will be in place until further notice and may be amended if circumstances change"].)

Prior to announcing the freeze, UC did not provide any notice or opportunity to bargain with AFSCME about the decision or its effects.



The University's hiring freeze will exacerbate concerns AFSCME has raised about short staffing and the University's lack of transparency in filling these positions.

**C. AFSCME's demand that UC rescind the hiring freeze and bargain**

Shortly after learning about the hiring freeze, AFSCME objected to it. On March 25, 2025, AFSCME's Chief Negotiator, Seth Newton Patel, emailed UC's Lead Negotiator Guillermo Santucci about the status of contract negotiations. In that email, Patel wrote:

We also object to the University's hiring freeze announced on March 19, 2025. We demand to bargain over the effects of such an action on all matters within the scope of representation including but not limited to staffing levels, hours of work, workload, and compensation as it relates to workload. We insist that the hiring freeze be lifted as to AFSCME-represented positions until after the parties are able to complete effects bargaining, as required by law.

(Exhibit 4.) On March 28, 2025, Patel sent another email to Santucci, demanding that the University rescind the hiring freeze as to AFSCME-represented positions, and that the University delay implementation until the parties have bargained to agreement or impasse. Patel wrote:

The University has been short-staffing AFSCME work for years already. Enough is enough. We object to the University's hiring freeze announced on March 19, 2025, which was implemented without any advance notice to AFSCME or opportunity for negotiation. We demand to bargain over the decision and effects of such an action on all matters within the scope of representation including but not limited to staffing levels, hours of work, workload, compensation as it relates to workload, scheduling, contracting out, work assignments, discipline relating to short staffing errors, and related health and safety impacts.

We demand that the University rescind the hiring freeze as to AFSCME-represented positions and that the University delay implementation until after the parties are able to complete decision and effects bargaining or bargain to impasse as required by law.

(Exhibit 5.) Also on March 28, 2025, AFSCME submitted a request for information regarding the hiring freeze. (Exhibit 6.)

On April 2, 2025, Santucci emailed a letter to Patel making clear that the University would not rescind the hiring freeze, and that UC would not bargain over the decision to implement it. (Exhibit 7.) While the University offered to bargain effects, it made clear that it would not rescind the freeze before doing so. Santucci instead stated that the University decided to "implement a systemwide hiring freeze that will be implemented at the local level based on each location's unique funding constraints," and that "the decision to implement a hiring freeze is not subject to bargaining and is necessary in order to address the significant concerns and managerial duties highlighted above." (Exhibit 7.)

On April 4, 2025, Patel responded, stating:

Your letter makes clear that the University has already implemented the freeze and is refusing to rescind it. As PERB has long recognized, bargaining from a hole is futile. If UC wants to fulfill its obligations under HEERA, it will first retract the hiring freeze made at



all locations, including the directive from UCOP, and perhaps then we can have productive discussions over these issues.

(Exhibit 8.)

### III. DISCUSSION

#### A. The University committed a unilateral change by announcing its decision to implement a hiring freeze

Unilateral changes are a per se violation of an employer's duty to meet and confer with the exclusive representative. An employer commits a unilateral change violation when it (1) changes or deviates from the status quo; (2) the change concerns a matter within the scope of representation; (3) the change has a generalized effect or continuing impact on terms and conditions of employment; and (4) the employer reached its decision without providing sufficient notice of the proposed change to the exclusive representative and bargaining in good faith over the decision, until the parties reached agreement or a lawful impasse. (See, e.g., *Oxnard Unified School District* (2022) PERB Decision No. 2803-E, p. 30 [*"Oxnard USD"*]; see also *Regents of the University of California* (2012) PERB Decision No. 2300-H, p. 20 [*"Regents"*].)

Even if the employer's position is that a decision is not negotiable, where it is unclear whether the employer has a duty to bargain, the employer still must meet with the exclusive representative in good faith to "clarify the extent to which all or part of its contemplated change is subject to bargaining." (*County of Santa Clara* (2024) PERB Decision No. 2900-M, p. 12.)

Where an employer decides to change a policy before providing the union with notice or an opportunity to bargain, the union need not request bargaining or accept a belated offer to meet and confer prior to filing an unfair labor practice charge. (See *County of Kern* (2018) PERB Decision No. 2615-M, p. 11.) This is because a demand to bargain after implementation is futile, and the union is entitled to seek restoration of the status quo so that bargaining can occur on a "level playing field," without requiring the union to "bargain from a hole." (See *County of Santa Clara* (2013) PERB Decision No. 2321-M, p. 24.)

In this case, the University's decision to implement a hiring freeze constitutes an unlawful unilateral change. There is no question the hiring freeze is a change to the status quo and that it has a generalized effect or continuing impact on employees. (See, e.g., *Sacramento City Unified School District* (2020) PERB Decision 2749, p. 8 [where a change impacts a term or condition of employment, or employer asserts a non-existent right that could be relevant to future disputes, changes have a continuing impact]; see also *Regents, supra*, PERB Decision No. 2101-H, p. 25.) While the Union's position is that the University should have been working more diligently to fill vacant positions and reduce its short staffing crisis, the status quo was that the University would fill some positions and vacancies. Now, however, it has decided to exacerbate those problems by entirely stopping recruitment and hiring.

The University also provided no notice or an opportunity to bargain over the decision or its effects, and as such, the announcement was a fait accompli. Even though AFSCME was not obligated to request to bargain, it requested that UC rescind the change, and that UC bargain to impasse over the decision and its effects. But the University has refused to rescind the change

prior to bargaining over effects, and has taken the position that the hiring freeze is not subject to decisional bargaining. AFSCME cannot successfully bargain effects while the freeze is in effect. (See *County of Santa Clara, supra*, PERB Decision No. 2321-M, p. 24.)

Finally, as discussed below, the announcement to implement a hiring freeze fell within the scope of representation.

**1. The University's decision to implement a hiring freeze is within the scope of representation**

The employer will presumably argue that hiring is a management right, but the decision to implement a systemwide hiring freeze – and entirely stop hiring for any bargaining unit position – was within the scope of representation. While individual hiring decisions or decisions to stop hiring for certain positions due to a change in enterprise may be a management right, the blanket decision to freeze hiring systemwide, while maintaining the same operations and allowing attrition to cause the existing workforce to shrink while carrying the same volume of work, is a negotiable subject.

An employer must bargain over a decision if it meets the test set forth in *Anaheim Union High School District* (1981) PERB Decision No. 177, which provides:<sup>1</sup>

(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 the employer's freedom to exercise those managerial prerogatives (including matters of fundamental policy) essential to the achievement of the employer's mission.

(See *Anaheim Union High School District, supra*, PERB Decision No. 177, pp. 4-5.)

PERB has frequently found that decisions related to hiring constitute mandatory subjects of bargaining. For example, the Board found a proposal that would require an employer to replace tenure track faculty who retire with other tenure track faculty was a mandatory subject. (*Trustees of the California State University* (1999) PERB Dec. No. 1333-H, adopted partial warning letter dated November 9, 1998, at pp. 6–7.) PERB reasoned that the proposal related “directly” to benefits conferred on bargaining unit employees, and that it was presumably the union's effort to “retain and ensure tenure-track positions.” (*Id.* at p. 7.)

It follows, then, an employer's unilateral decision to categorically refuse to replace bargaining unit employees who separate from University employment with *any* bargaining unit employees at all is a negotiable decision. It is certainly within the union's prerogative to ensure the employer does not erode the unit by entirely ending hiring into the unit, that work volume

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<sup>1</sup> While *Anaheim Union High School District* was decided under EERA, the relevant language under EERA is nearly identical to that under HEERA (compare EERA section 3543.2, subdivisions (a)(1) and (a)(4), with HEERA section 3562, subdivisions (q)(1) and (q)(2)), and the test has also been applied under HEERA. (See, e.g., *Trustees of the California State University* (2005) PERB Decision No. 2287-H, p. 13.)

does not increase because of an employer's refusal to fill vacancies in the unit, and that attrition does not skyrocket due to unsustainable workloads. AFSCME has the interest and the right to demand that UC retain and ensure bargaining unit positions.

Other Board decisions also support the finding that a categorical hiring freeze is a mandatory subject. PERB has found that a bargaining proposal was within the scope of representation where it would prohibit an employer from hiring work-study and other students into any position that would impact the rights of bargaining unit employees. (*San Mateo City School District* (1984) PERB Dec. No. 375, pp. 42–43.) The Board reasoned that the proposal was a mandatory subject because it sought to preserve the work of existing bargaining unit members. (*Id.* at p. 43.) Like with transfer of work cases, the proposal was sufficiently related to wages and hours of work. (*Ibid.*) And, unlike a proposal that would have limited the employer's ability to hire short-term employees outside of the bargaining unit, which the Board found was a management prerogative, here the University's hiring freeze applies to bargaining unit employees and will have the obvious result of reducing the size and strength of the bargaining unit, while increasing workloads.

Indeed, the workload of bargaining unit employees is a mandatory subject. (See *Mt. Diablo Unified School District* (1984) PERB Decision No. 373b [finding that “workload” – i.e., the “the quantum of work to be completed during the workday” – is a negotiable subject].) As such, the decision to implement a hiring freeze is, at its core, a decision to exacerbate short staffing and *increase* bargaining unit workloads.

The Board has also found that staffing ratios are a mandatory subject: a union's proposal to require nurse-to-patient staffing ratios was negotiable, because the amount of work a nurse must perform is directly tied to the number of patients they are assigned. (*Regents of the University of California* (2010) PERB Decision No. 2094-H, pp. 18-19; see also *Davis Joint Unified School District* (1984) PERB Decision No. 393 [a proposal to establish a ratio between specialist employees and students was within the scope of representation, because the more students assigned to each specialist, the more work the specialist would have].) Similarly, the transfer of bargaining unit work from one group of employees to another group is within the scope of representation. (See *Alum Rock Union Elementary School District* (1983) PERB Decision No. 322, p. 11; *Desert Sands Unified School District* (2004) PERB Decision No. 1682, p. 10.)

Taken together, these cases support a finding that the University's decision to stop all hiring into the bargaining unit, without reducing workload or changing the direction of the business enterprise, is a matter within the scope of representation.

Importantly, having to bargain here would not significantly abridge management's right to exercise managerial prerogatives given the claimed basis for the hiring freeze is financial. (See Exhibit 1 [citing federal and state funding as reason for freeze].) Labor costs are “peculiarly suitable for resolution through the collective bargaining framework, because the union has control over some enterprise costs (labor costs) and may make concessions through negotiations that substantially mitigate the concerns underlying the employer's decision, thereby convincing the employer to rescind its decision.” (*Regents of the University of California* (2018) PERB Decision No. 2610-H, p. 37, quoting *Ventura Community College District* (2003) PERB Decision

No. 1547, p. 19, quotation marks omitted.) While *Regents* concerned subcontracting, similar principles apply here and favor finding the blanket hiring freeze of AFSCME titles negotiable. The University is not eliminating functions or changing the scope of the enterprise—rather, it is asking existing AFSCME members to continue to perform the same work but without the colleagues that have been lost through attrition and will not be replaced.

In that respect, the decision is more akin to a transfer of work and clearly impacts employee workload, and collective bargaining would offer an opportunity to address the specific budgetary concerns motivating the University. This is especially true because the parties have been in bargaining for months, and UC is making this change in the midst of negotiations without ever having raised it at the bargaining table. For example, AFSCME would be able to identify areas or classifications where savings might be achievable, and conversely, areas or classifications where the hiring freeze will have a detrimental impact on employees and their work. While this may not address all of the University's financial concerns, "[t]he employee organization need not demonstrate that it is able to solve every problem raised by the employer before it has the opportunity to negotiate." (*Regents of the University of California, supra*, PERB Decision No. 2610-H, p. 37, quoting *Lucia Mar Unified School District* (2001) PERB Decision No. 1440, adopting proposed decision, p. 43.)

**B. The University unlawfully implemented the hiring freeze without notice or an opportunity to bargain the effects to impasse.**

Even if UC claims that the hiring freeze is not a mandatory subject, it still would be obligated to bargain effects, and an employer may not implement a non-negotiable decision until the parties have reached agreement or impasse over the negotiable effects of the decision. (*County of Santa Clara, supra*, PERB Decision No. 2321-M, p. 25.) Once a public employer like the University makes a firm decision, it must provide the exclusive representative with notice and a reasonable opportunity to negotiate before taking action that affects matters within the scope of representation. (*County of Sacramento* (2013) PERB Dec. No. 2315-M, p. 5.) "Effects" refers to a broad category that includes both the effects and the implementation of a decision on a non-mandatory bargaining subject. (*County of Santa Clara, supra*, PERB Decision 2900-M, p. 22.) Bargaining over implementation generally includes proposed alternatives to the decision, and one purpose of effects bargaining is to allow the exclusive representative the chance to persuade the employer to implement alternatives that would diminish the impact of the decision on employees. (*Ibid.*) PERB recognizes that effects bargaining violations are "equally as harmful" as decisional bargaining violations, as both types of violations "disrupt[] and destabilize[] employee-employer relations." (*Ibid.*)

Where an employer provides notice, the Union must request to bargain reasonably foreseeable effects on negotiable matters. But the union's request need not anticipate "every imaginable effect a proposed change may have," and instead must only "identify negotiable areas of impact, thereby placing the employer on notice that it believes the employer's proposed decision would affect one or more negotiable topics." (*Oxnard USD, supra*, PERB Decision No. 2803, p. 50.)

Here, the University's decision to implement a hiring freeze has a significant impact on negotiable matters, but it announced the decision without notice or the opportunity for AFSCME

to bargain its effects, and some UC locations have implemented the freeze. (See, e.g., Exhibits 2-3.) Even though AFSCME was not obligated to demand to bargain effects given the University's firm decision prior to filing an unfair labor practice charge (see *Oxnard Unified School District* (2022) PERB Decision No. 2803-E, p. 49), after AFSCME learned of the decision, it demanded the University rescind the freeze and identified numerous effects that it wished to bargain over: staffing levels, hours of work, workload, compensation as it relates to workload, scheduling, contracting out, work assignments, discipline relating to short staffing errors, and related health and safety impacts.

The hiring freeze impacts each of these mandatory subjects, and more. (See, e.g., *Regents of the University of California* (1991) PERB Decision No. 891-H, Adopted Proposed Decision, pp. 17-18 [information about the potential impacts a budgetary cutback and a hiring freeze would have on terms and conditions of employment was necessary and relevant to union's representational duties]; see also *Regents of the University of California* (2010) PERB Decision No. 2094-H, pp. 18-19 [staffing ratios are mandatory subject]; HEERA section 3581.3 [hours of work is a mandatory subject]; *Cloverdale Unified School District* (1991) PERB Dec. No. 911, pp. 16-17; [workload negotiable subject]; *Los Angeles Community College District* (1982) PERB Dec. No. 252, pp. 8-9 [scheduling negotiable subject]; *City of Sacramento* (2013) PERB Dec. No. 2351-M, p. 26 [transfer of bargaining unit work is within scope of representation]; *State of California (Department of Personnel Administration)* (1987) PERB Dec. No. 648-S, pp. 14-15 [work preservation is a negotiable subject].)

**1. The University cannot establish that it was permitted to implement the decision before completing effects bargaining**

An employer can only implement a non-negotiable decision before completing effects bargaining if it establishes the defense set forth in *Compton Community College District* (1989) PERB Decision No. 720 ("*Compton*"), which requires the employer to satisfy each of the following elements: (1) the implementation date is not an arbitrary one but is based on an immutable deadline or because delay would undermine the employer's right to make the nonnegotiable decision; (2) notice of the decision and implementation date is given sufficiently in advance to allow for meaningful negotiation before implementation; and (3) the employer negotiates in good faith before implementation and continues to negotiate in good faith after implementation. (*Compton, supra*, PERB Decision No. 720, pp. 14-15.)

Even if the hiring freeze was a non-negotiable decision, the University would be unable to establish a *Compton* defense. First, the face of the University's announcement demonstrates there was no immutable deadline requiring the University to implement a hiring freeze on March 19, 2025. President Drake's announcement repeatedly refers to federal and state funding and policy changes as "proposed changes" that "would" impact the University, and that it would face "financial challenges ahead." (Exhibit 1.) Temporarily delaying implementation of the decision would not have undermined the University's right to make the decision. While the changes may be imminent, they are still prospective, with no certain or immutable deadline, and any urgency does not excuse the University from entirely failing to provide notice to AFSCME about the hiring freeze.



Moreover, the University has known about these circumstances for some time, but did not take the opportunity to provide the Union of its decision. With regard to state funding, Governor Newsom's administration announced its proposed state budget on January 10, 2025, and the Legislative Analyst's Office released its report analyzing the state's budget plan relating to UC's core operations and enrollment on February 27, 2025.<sup>2</sup> In addition, the President was inaugurated two months ago, and during this time, has made his policy goals clear. The University could have provided notice to the Union earlier than March 19 of its intended course and afforded it an opportunity to weigh in on the effects of the decision, but it did not do so.

Second, the University provided no notice of its decision or implementation date, so it cannot show that it has satisfied the second *Compton* prong. The Union independently found out about the hiring freeze through the University's public website, not through any communication from the University.

Third, the University did not negotiate in good faith before implementing the hiring freeze, and it has refused to rescind the freeze prior to engaging in effects bargaining. If the parties were to bargain over effects now, because of UC's imposition, AFSCME's bargaining strength would severely undermine its strength to propose alternatives. (See *Oxnard Unified School District* (2022) PERB Decision No. 2803-E, p. 52 [recognizing that one purpose of effects bargaining is to allow the union an opportunity to propose alternatives to diminish the impact of the decision]; *County of Santa Clara, supra*, PERB Decision No. 2321-M, p. 23 [holding that unilateral changes – including to negotiable effects arising from non-negotiable decisions – “undermine the principle of exclusive representation because they derogate the union’s ability to act effectively on behalf of unit members”].) UC therefore cannot demonstrate that it negotiated in good faith.

#### IV. CONCLUSION AND REMEDY REQUESTED

For the foregoing reasons, PERB should issue a complaint against the University for violating Government Code section 3571, subdivisions (a), (b), and (c).

As a remedy, the University should be ordered to cease and desist from its unlawful conduct, to rescind its hiring freeze as to AFSCME's bargaining units, restore the status quo, and to bargain in good faith over the decision and its effects. PERB should require UC to post notices both electronically and in person, and apply any other remedies that are appropriate.

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<sup>2</sup> See <https://lao.ca.gov/Publications/Detail/4951> (announcement of proposed state budget on January 10, 2025, with link to overview of state budget dated January 13, 2025); <https://lao.ca.gov/Publications/Report/4998> (summary brief covering the state's budget plan relating to University of California).

# Exhibit 1



[Home](#)   [UC news](#)

A message from UC President Michael V. Drake on the University of California's financial outlook

## A message from UC President Michael V. Drake on the University of California's financial outlook

March 19, 2025

[Share This Article](#)



UC President Michael V. Drake, M.D.

To the University of California Community,

Over the last few months, the new administration in Washington, D.C., has announced a number of executive orders and proposed policy changes, including ones that threaten

funding for life-saving research, patient care, and education support. These actions affect colleges and universities across the country. Additionally, the 2025-26 California state budget calls for a substantial cut to the University's budget. As one of the most innovative, research-focused public institutions in the nation, these proposed changes would have a particularly profound impact on the University of California.

UC leaders and I are advocating strongly for and collaborating with state and federal elected officials on the University's mission and priorities, alongside our higher education partners across the nation. The University's legal team prepared for this moment and has been working diligently to protect the University and our mission through the courts. We will continue to pursue all appropriate actions and advocacy options available to us moving forward.

These efforts have allowed us to stave off some of the immediate and projected financial impacts — but not all. As we face funding reductions at both the state and federal levels, the Chancellors and I are preparing for significant financial challenges ahead. Today, I write to share several steps we are taking to protect the University and try to ensure its solid financial footing in the long term.

First, we will implement a systemwide hiring freeze to help the University manage costs and conserve funds. I have directed every UC location, including the Office of the President, to prepare financial strategies and workforce management plans that address any potential shortfalls. I have also directed all UC locations to implement cost-saving measures, such as delaying maintenance and reducing business travel where possible. Because every UC location is different, these plans will vary accordingly. But regardless of UC location, every action that impacts our University and our workforce will only be taken after serious and deliberative consideration.

I recognize this is a time of great uncertainty for many in our UC community and in higher education across the country. Throughout our history as an institution and as a nation, we have weathered struggles and found new ways to show up for the people we serve. We will address these challenges, together. I have tremendous confidence in the team that is working on these issues, and in the dedication of our students, faculty, and staff.

Thank you for your continued dedication and service to this institution. The University of California has been a beacon of new knowledge and public service for more than 150 years, and I am truly grateful for all that you do, each day, to continue that legacy.

Sincerely,

Michael V. Drake, M.D.

UC President

## Keep Reading

### [Council of UC Staff Assemblies shares quarterly meeting update](#)

**March 24, 2025**

Throughout the event, CUCSA delegates focused on policy and advocacy work around their goals of ensuring that the university supports staff.

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### [UCnetwork: March 2025](#)

**March 19, 2025**

Read the March issue of our UC systemwide staff newsletter to stay up-to-date and connected with our diverse university community.

---

### [Highlights from CUCSA's Feb. 19 town hall with President Drake](#)

**March 18, 2025**

In February, more than 15,000 UC staff tuned into the Council of UC Staff Assemblies' systemwide town hall featuring President Drake.

## Employee News

Employment

En español

People and Community

Public notices archive (through 2023)

Retirees

*UC news*

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# Exhibit 2

[HOME](#) > [NEWS](#) > UC HIRING FREEZE AND FINANCIAL OUTLOOK

## Questions?

Contact [Office of The Chancellor](#)

# UC Hiring Freeze and Financial Outlook

by Sam Hawgood    March 19, 2025

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Following an announcement by UC President Michael Drake, UCSF takes immediate steps to manage costs and reinforce financial stability in response to financial challenges due to proposed federal policy changes and state budget cuts.

---

Dear UCSF Community,

I am writing to share an important announcement from UC President Michael Drake regarding the [University of California's financial outlook and the important steps we must take systemwide](#) .

President Drake has outlined the significant financial challenges facing the University of California due to proposed federal policy changes and state budget cuts. He also underscored our shared commitment to continue pursuing all appropriate legal and advocacy actions to protect the vital work of UC's public mission. As we pursue these efforts, UCSF must take several steps to manage costs and reinforce financial stability, including:

- Effective immediately, implement a hiring freeze (employment offers made today or before today, March 19, 2025, will be honored)
- Prepare financial strategies and workforce management plans that address potential shortfalls
- Implement cost-saving measures, such as delaying maintenance and reducing business travel

The strategies and measures we apply across UCSF, including UCSF Health, will be tailored to our operational and clinical needs.

- UCSF Health has implemented a limited exception process to ensure uninterrupted patient care and advance critical work—with details to be shared soon.
- Leaders across the rest of the UCSF enterprise also will share more specific guidance for requesting exceptions, with a focus on positions that are mission critical.

I understand that this announcement raises questions and concerns for the UCSF community. As you are aware, we have been working closely with the UC Office of the President in anticipation of various scenarios. We are well prepared and will be applying these plans to the challenges before us today.

As the federal policy landscape continues to shift, I want you to know that UCSF remains committed to the purpose that unites us: to advance health and serve, without favor or bias, all those who depend on our research, education, and patient care. Thank you for your ongoing dedication and resilience. We will be relying on your leadership as we work together to uphold our mission and maintain the excellence that defines UCSF.

Sincerely,



Sam Hawgood, MBBS

Chancellor

Arthur and Toni Rembe Rock Distinguished Professor

---

## Questions about this article?

Contact [Office of The Chancellor](#)



Meet Sam Hawgood

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[Media Kit](#)

[State of the University](#)

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[Cabinet](#)

[Executive Team](#)

[Committees](#)

[Organization Chart](#)

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[Continuous Learning](#)

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[Transformative Partnerships](#)

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[News](#)

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# Exhibit 3

HOME / Human Resources / Employment / Staff Hiring Pause

# Staff Hiring Pause

Last Updated: March 20, 2025 3:51:04 PM PDT

Give [feedback](#)

**This page contains essential information about the current staff hiring pause.**

## Alert

Effective February 19, 2025, UC San Diego is pausing hiring for core-funded positions. The pause will be in place until further notice, and may be amended if circumstances change. The campus will be notified of changes by email and on this page. FAQs on this page will also be updated in response to questions and as new information becomes available.

## Note

**Academic Affairs employees**, please refer to the [2025 Hiring Pause Exception Guidance for Academic Affairs](#) page for detailed information, including the exception process for Academic Affairs.

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## Guidelines

All staff recruitments on campus are subject to **review and approval** based on the **following scope**:

1. Core and non-core funded career, contract, and STE positions: VC Designee and CHRO approval required
  - Note: Contract and STE extensions (including those requiring the creation of Job Descriptions) are exempt from approvals
2. Non-academic Student Employees, TES, and 3rd party agencies generally: Heightened scrutiny recommended

The following positions are generally **exempt** from the approval process:

1. Non-academic Student Employees and temporary employees (including Temporary Employment Services and 3<sup>rd</sup> party agencies) will be generally allowed.
  - For TES employees, be prepared to answer the exception questions outlined below.
2. Health System and Health Sciences hiring as they already have a rigorous review process.
3. Staff Promotion Program opportunities will still be allowed as long as no backfill is planned but will be captured using HireOnline in the Exception process tracking.

---

## Exceptions and Exception process

The approval workflow for the Staff Hiring Pause has moved to [HireOnline](#).

We have provided step-by-step articles on the [Requisition Approval Workflow for Requesters](#) and the [Requisition Approval Workflow for Approvers](#), both available in our [Employee Center](#) support resources. Going forward, please submit all approvals using HireOnline and following the procedure.

**Note:** For any requisition started using the interim approval process, please complete approvals using that process.

[Expand all](#)

## FAQ's

[Expand section](#)

What about grant-funded positions?

What about recruitments submitted but not completed before February 19, 2025?

What about external consultants?

Do I need any additional approvals if I have already initiated the interview process?

Do I need any additional approvals if I have already extended an offer?

Does the hiring pause include reclassifications?

How can I determine if the position is considered mission critical?

Non-academic student employees are listed as an approved Exemption. Are academic student employees not included in the Exemption (our Teaching Assistants, Associate Instructors, Readers, etc.)?

Will contract extensions be issued during this hiring pause?

What is the approval process for new stipend requests for staff taking on additional duties as a result of the hiring pause?

If you have questions, please reach out to [hr@ucsd.edu](mailto:hr@ucsd.edu).

## Employment

### Staff Hiring Pause

Student Employment

Getting a Job

Hiring Process

Staff Internal Recruitments

Staff Promotion Program

Transfers

Tracker I-9

Change in Employment Status

UCPath Transition: Impact on HR Transactions

Staff Internship Program

# Exhibit 4





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**Re: UC's Summary of February Bargaining Meetings**

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**From** Seth Newton Patel <spatel@afscme3299.org>

**Date** Tue 3/25/2025 5:02 PM

**To** Guillermo Santucci <Guillermo.Santucci@ucop.edu>

**Cc** Matt Teaford <Matthew.Teaford@ucop.edu>; Rachel Roling <Rachel.Roling@ucop.edu>

 2 attachments (23 KB)

image001.png; image002.gif;

Guillermo,

It's troubling that the University appears disinterested in bargaining over the many open issues that will need to be resolved in order to reach an agreement. We are preparing several revised proposals on non-economic as well as economic issues. As you know, some of the articles under negotiation are detailed and need to conform to state law which has evolved since our now-expired agreements were ratified in 2020; making progress on these articles would bring us closer to agreement.

Further, the University's eagerness to send a LBFO and impose terms on our members is misplaced. The University's history of ULPs has clearly distorted the bargaining process such that any imposition by the University would be illegal. (*City of Glendale* (2020) PERB Decision No. 2694-M, pp. 60, 68-70; *Fresno County In-Home Supportive Services Public Authority* (2015) PERB Decision No. 2418-M, pp. 54-55.).

We also object to the University's hiring freeze announced on March 19, 2025. We demand to bargain over the effects of such an action on all matters within the scope of representation including but not limited to staffing levels, hours of work, workload, and compensation as it relates to workload. We insist that the hiring freeze be lifted as to AFSCME-represented positions until after the parties are able to complete effects bargaining, as required by law.

Let us know whether the University's interested in scheduling a bargaining session.

Seth

On Mon, Mar 24, 2025 at 2:21 PM Guillermo Santucci <[Guillermo.Santucci@ucop.edu](mailto:Guillermo.Santucci@ucop.edu)> wrote:

Dear Seth,

I write to clarify the Union's position on what it intends to present the University at an April bargaining session. As you well know, AFSCME filed a declaration of impasse on July 23, 2024. PERB found impasse existed between the parties, and we went through the statutory impasse procedures. The University participated in the impasse proceedings, including mediation, factfinding, and in the four subsequent days of bargaining, we bargained in good faith. The University has tried time and again to engage the Union but there has been no movement from the Union. We have repeatedly requested counterproposals, but the Union has refused and asserted its bad faith is merely hard bargaining. As a result, the parties remain at impasse, and the University is reviewing its options related to passing a last, best, and final offer that will reflect our efforts throughout negotiations, as well as the budget uncertainties and realities the University is facing as reflected in President Drake's March 19, 2025 communication to all employees.

At this time, with only your vague emails to go off of, the University has no basis on which to believe impasse has broken. As you know, after impasse, speculation about possible concessions by the union is not enough. Rather, the union must present proposal(s) that reflect a significant change or concession from its early position; there must be something that gives the University a real basis on which to understand if the Union is committed to a new position that could lead us to an agreement. Therefore, before committing the significant resources to enable another bargaining session – travel funds that are being reduced as highlighted in President Drake's letter - we are requesting the Union clarify what it intends to present the University at the bargaining session you propose. To be very clear, the University is extremely interested in a fair contract for these valued employees – as reflected by its most recent offer - but given AFSCME's behavior at bargaining to date and the current financial landscape, the union must provide some evidence to suggest that it is actually planning to pass a meaningful counter proposal that meets the standard explained above.

Should you have any questions or if you would like to have a conversation, please feel free to contact me directly.

Thank you.

***Guillermo Santucci***

*Associate Director of Labor Relations - Chief Negotiator*

*University of California Office of the President*



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**From:** Seth Newton Patel <[spatel@afscme3299.org](mailto:spatel@afscme3299.org)>  
**Sent:** Thursday, March 20, 2025 8:59 AM  
**To:** Guillermo Santucci <[Guillermo.Santucci@ucop.edu](mailto:Guillermo.Santucci@ucop.edu)>  
**Cc:** Matt Teaford <[Matthew.Teaford@ucop.edu](mailto:Matthew.Teaford@ucop.edu)>; Rachel Roling <[Rachel.Roling@ucop.edu](mailto:Rachel.Roling@ucop.edu)>  
**Subject:** Re: UC's Summary of February Bargaining Meetings

**CAUTION: EXTERNAL EMAIL**

Guillermo,

AFSCME has been consistent in our insistence that the University come to the table with responsive proposals on core issues such as health care, housing assistance, wage increases, job security, and safe staffing. Instead of coming to the table with responsive proposals, the University doubles down on unilateral health care increases, refusals to bargain over housing assistance, proposals that make wage erosion permanent, increased parking costs, contract takeaways, withdrawn TA commitments, and take-it-or-leave-it and LBFO threats. These are far from meaningful, certainly not characteristic of good-faith bargaining, and we've spent hours upon hours, days upon days, and months upon months detailing precisely why.

Nevertheless, AFSCME's good-faith efforts will continue with our availability for and counter at a 1-day session April 9th, 15th, or 16th, and we propose meeting at one of the remaining campuses at which we have not yet met, UCI Campus.

Seth

On Fri, Mar 14, 2025 at 4:25 PM Guillermo Santucci <[Guillermo.Santucci@ucop.edu](mailto:Guillermo.Santucci@ucop.edu)> wrote:

Seth,

As you know, the University did not say it had a new proposal for AFSCME. In our letter (see attached) dated February 20, we said we are preparing the University's Last, Best, and Final Offer (LBFO) because AFSCME has made it clear that it has no interest in making proposals or bargaining in good faith.

Wednesday, you said you wanted to present a counteroffer, which was welcome news because AFSCME has not passed any proposal or counterproposal in nearly a year. Meanwhile, the University has passed meaningful proposals at every session, including in early February, and has made multiple proposals on core issues, including multiple wage proposals.

That said, we are ready to meet if AFSCME is prepared to present a counterproposal to the University's proposals. Otherwise, we will send you the University's LBFO when it is complete. It would be mutually beneficial and prudent if AFSCME presented its counterproposal prior to the University's LBFO.

*Guillermo Santucci*

*Associate Director of Labor Relations - Chief Negotiator*

*University of California Office of the President*



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**From:** Seth Newton Patel <[spatel@afscme3299.org](mailto:spatel@afscme3299.org)>  
**Sent:** Thursday, March 13, 2025 9:45 AM  
**To:** Guillermo Santucci <[Guillermo.Santucci@ucop.edu](mailto:Guillermo.Santucci@ucop.edu)>  
**Cc:** Matt Teaford <[Matthew.Teaford@ucop.edu](mailto:Matthew.Teaford@ucop.edu)>; Rachel Roling <[Rachel.Roling@ucop.edu](mailto:Rachel.Roling@ucop.edu)>  
**Subject:** Re: UC's Summary of February Bargaining Meetings

**CAUTION: EXTERNAL EMAIL**

Guillermo,

The University indicated it had a new proposal for AFSCME. I let you know that we would make ourselves available for a bargaining session to receive it, and provide a counter in response to this new proposal. We understand your response to be that the University is no longer making its proposal, and is not willing to schedule an actual bargaining session. Let us know if this changes.

Seth

On Wed, Mar 12, 2025 at 3:48 PM Guillermo Santucci <[Guillermo.Santucci@ucop.edu](mailto:Guillermo.Santucci@ucop.edu)> wrote:

Seth,

Rachel and I are available tomorrow at 2 p.m. to receive AFSCME's counterproposal via Zoom on behalf of the university. Please let us know, and we will send a link.

Thank you.

***Guillermo Santucci***

*Associate Director of Labor Relations - Chief Negotiator*

*University of California Office of the President*

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**From:** Seth Newton Patel <[spatel@afscme3299.org](mailto:spatel@afscme3299.org)>  
**Sent:** Wednesday, March 12, 2025 2:18 PM  
**To:** Guillermo Santucci <[Guillermo.Santucci@ucop.edu](mailto:Guillermo.Santucci@ucop.edu)>  
**Cc:** Matt Teaford <[Matthew.Teaford@ucop.edu](mailto:Matthew.Teaford@ucop.edu)>; Rachel Roling <[Rachel.Roling@ucop.edu](mailto:Rachel.Roling@ucop.edu)>  
**Subject:** Re: UC's Summary of February Bargaining Meetings

**CAUTION: EXTERNAL EMAIL**

I'm referring to a counter.

Seth

On Wed, Mar 12, 2025 at 10:25 AM Guillermo Santucci <[Guillermo.Santucci@ucop.edu](mailto:Guillermo.Santucci@ucop.edu)> wrote:

Seth,

Please explain what you mean by a "response to our proposal"?

Thank you.

*Guillermo Santucci*

*Associate Director of Labor Relations - Chief Negotiator*

*University of California Office of the President*



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**From:** Seth Newton Patel <[spatel@afscme3299.org](mailto:spatel@afscme3299.org)>  
**Sent:** Wednesday, March 12, 2025 9:59 AM  
**To:** Guillermo Santucci <[Guillermo.Santucci@ucop.edu](mailto:Guillermo.Santucci@ucop.edu)>  
**Cc:** Matt Teaford <[Matthew.Teaford@ucop.edu](mailto:Matthew.Teaford@ucop.edu)>; Rachel Roling <[Rachel.Roling@ucop.edu](mailto:Rachel.Roling@ucop.edu)>  
**Subject:** Re: UC's Summary of February Bargaining Meetings

**CAUTION: EXTERNAL EMAIL**

Guillermo,

We have yet to hear from you since we shared our willingness to meet to review and provide a response to your proposal.

Seth

On Fri, Feb 21, 2025 at 4:38 PM Seth Newton Patel <[spatel@afscme3299.org](mailto:spatel@afscme3299.org)> wrote:

Guillermo,

AFSCME has documented in detail the University's failure to bargain in good faith, and this behavior unfortunately continued in our February sessions. Such tactics have frustrated AFSCME's efforts to make progress in negotiations and reach agreements. To share but one of the recent examples, the University committed that AFSCME movement to current contract language on a specific provision of Grievance Procedure would result in a



PERB Received  
04/07/25 16:55 PM

tentative agreement on that article. As soon as AFSCME made the requested movement in a new proposal to reach this TA, the University pulled back its commitment and regressed in an attempt to revive issues it had claimed would be settled. The University violates the very foundation of good-faith negotiations when it flip-flops on prior agreements.

And while UCOP's current staff may not be accustomed to the hard-bargaining history of AFSCME and UC, we stand by our right to insist on meaningful movement on the core issues in the negotiations. Though we have yet to see this meaningful movement, we will make ourselves available in March to review your proposal, and let you know if the movement leads to a breakthrough and possibility of further, productive negotiations.

Seth

On Thu, Feb 20, 2025 at 5:16 PM Guillermo Santucci <[Guillermo.Santucci@ucop.edu](mailto:Guillermo.Santucci@ucop.edu)> wrote:

Please see attached.

***Guillermo Santucci***

*Associate Director of Labor Relations - Chief Negotiator*

*University of California Office of the President*



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# Exhibit 5



Outlook

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## Cease and Desist and Demand to Bargain - Hiring Freeze

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**From** Seth Newton Patel <spatel@afscme3299.org>

**Date** Fri 3/28/2025 12:45 PM

**To** Guillermo Santucci <Guillermo.Santucci@ucop.edu>

 1 attachment (176 KB)

Cease and Desist and Demand to Bargain - Hiring Freeze.pdf;

Guillermo,

See the attached communication.

Seth



American Federation of State, County,  
and Municipal Employees, AFL-CIO

info@afscme3299.org  
afscme3299.org  
510. 844. 1160

March 28, 2025

Sent via email: Guillermo.Santucci@ucop.edu

Dear Guillermo,

The University has been short-staffing AFSCME work for years already. Enough is enough. We object to the University's hiring freeze announced on March 19, 2025, which was implemented without any advance notice to AFSCME or opportunity for negotiation. We demand to bargain over the decision and effects of such an action on all matters within the scope of representation including but not limited to staffing levels, hours of work, workload, compensation as it relates to workload, scheduling, contracting out, work assignments, discipline relating to short staffing errors, and related health and safety impacts.

We demand that the University rescind the hiring freeze as to AFSCME-represented positions and that the University delay implementation until after the parties are able to complete decision and effects bargaining or bargain to impasse as required by law.

Sincerely,

A handwritten signature in blue ink, appearing to read "Seth Newton Patel".

Seth Newton Patel  
AFSCME Local 3299  
[spatel@afscme3299.org](mailto:spatel@afscme3299.org)

**UC'S LARGEST EMPLOYEE UNION**

# Exhibit 6



Outlook

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## RFI re: UC's Hiring Freeze Announcement

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**From** Claudia Preparata <cpreparata@afscme3299.org>

**Date** Fri 3/28/2025 12:46 PM

**To** Request for Information <RFI@ucop.edu>; UCOP-PRA <pra@ucop.edu>; Michelle Snyder <michelle.snyder@ucop.edu>

**Cc** Seth Newton Patel <spatel@afscme3299.org>; Research <research@afscme3299.org>; RFI <rfi@afscme3299.org>

To Whom It May Concern:

AFSCME 3299, in proper performance of its duties as the exclusive bargaining representative for SX and EX, respectively, and in conjunction with collective bargaining and pursuant to HEERA and the California Public Records Act, Government Code Section 6250 et. Seq., requests the following information in *Excel* format, where applicable, related to the University's recent announcement of a systemwide hiring freeze:

1. Provide a list of all job requisitions since July 1, 2020 for any AFSCME-represented position at each UC location (UC Davis campus, UC Davis Medical Center, UC Berkeley campus, etc.). Each requisition should include the following information:
  - a. Requisition ID
  - b. Requisition Creation Date
  - c. Requisition Job Title
  - d. Requisition Job Code
  - e. Requisition Cost Center
  - f. Requisition Employment Type e.g. Career, Per diem
  - g. Requisition Unit e.g. EX or SX
  - h. Requisition Date Opened
  - i. Requisition Date Posted
  - j. New or Replacement e.g. new position or to replace on existing position
  - k. Requisition FTE (0-1)
  - l. Requisition Status e.g. Open, Closed, Cancelled, On Hold
  - m. Requisition Date Filled
2. With regard to Item 1.l above, if the status of the request was either "on hold" or "cancelled," provide an explanation behind the status update. e.g. cancelled because the position is no longer being funded, etc. Similarly, if a requisition was "closed" for any reason other than because the position was filled, provide an explanation behind the "closed" update.
3. Provide a list of all identified "mission critical" titles for any AFSCME-represented titles that are not subject to the announced hiring freeze by location.
4. Provide a list of all identified "mission critical" titles in the SMG personnel group or M10 titles in the MSP personnel group that are not subject to the announced hiring freeze by location.

5. Provide a detailed description of the “Hiring Exception” request process, along with any guidelines and forms available to managers and/or departments who need to submit “hiring exception” requests to override the hiring freeze.
6. Provide a list of all requested “Hiring Exceptions” since July 1, 2020 for any AFSCME-represented positions, including the status and/or outcome of such a request.
7. Confirm whether the hiring freeze applies to any applicants currently in the hiring pipeline, which includes requisitions submitted before the hiring freeze.
8. Confirm that all hiring needed to insource contracts and/or convert workers to UC employment to comply with Article 5 will continue, given the University’s legally binding commitments.
9. Provide any contingency plans the University is putting in place at each location to cover workload increases stemming from its announced hiring freeze.
10. Provide any analysis the University plans to conduct to measure the impact of a hiring freeze on employee burnout rate, employee engagement, employee turnover, employee productivity and/or employee absenteeism.
11. Given that separation rates for AFSCME-represented titles continue to be higher than UC systemwide separation rates, provide any analysis the University has conducted to project the impact a hiring freeze will have on current EX and SX bargaining units separation rates.
12. While AFSCME continues to wait for a response to our RFI submitted on September 5, 2024, requesting information on budget savings from unfilled positions, provide a breakdown of the cost savings UC intends to achieve from its most recent hiring freeze announcement by bargaining unit (EX, SX, NX, TX, RX, etc.) and by personnel group (PSS, ACA, MSP, SMG) by location.
13. For each UC location (UC Davis campus, UC Davis Medical Center, UC Berkeley campus, etc.), provide a monthly breakdown of productive hours versus total hours worked for each AFSCME-represented title and bargaining unit starting January 1, 2024 through the present. Going forward, provide AFSCME with monthly breakdowns of productive hours versus total hours worked by title and bargaining unit until the hiring freeze is lifted.
14. Provide the average cost of hire to fill an EX and SX bargaining unit position. Include the underlying methodology to arrive at that cost, along with the different components (recruitment, training, etc.) used to project the cost.

Please forward the information as it becomes available rather than responding to the entire request all at one time. We expect to receive responsive information no later than April 18, 2025.

Thank you.

Claudia Preparata



# Exhibit 7



OFFICE OF THE SYSTEMWIDE EXECUTIVE DIRECTOR  
LABOR RELATIONS

OFFICE OF THE PRESIDENT  
1100 Broadway  
Oakland, California 94607

April 2, 2025

*Sent via email*

Dear Seth,

The University is in receipt of AFSCME's March 28 demand to bargain the decision and effects of UC's hiring freeze.

Although I believe that AFSCME is aware of these issues, I want to start by explaining that the University of California (UC), like all institutions of higher education, [is facing significant uncertainties related to state and federal funding](#). While UC continues to file litigation when appropriate and otherwise advocates to increase state and federal funding, [the University must take steps](#) to immediately conserve its current funding and limit new obligations, focusing its limited resources on its current community and mission. These critical goals and UC's duty as a public institution led the University, like many other universities, to implement a systemwide hiring freeze that will be implemented at the local level based on each location's unique funding constraints.

Before turning to your demand to bargain related to the hiring freeze, I also want to reiterate what we stated during the last union coalition call: we would welcome the opportunity to partner with AFSCME on these critical funding issues and uncertainties. Working together, we could advocate for increased state funding for UC and help highlight the importance of UC's mission with the federal government. Please let me know if you would like to meet to discuss those efforts.

Turning to your letter, first, you indicate that we must bargain [the decision](#) and effects of the hiring freeze. I want to be clear that the decision to implement a hiring freeze is not subject to bargaining and is necessary in order to address the significant concerns and managerial duties highlighted above.

Regarding effects bargaining, in your demand dated March 28, you list "staffing levels, hours of work, workload, compensation as it relates to workload, scheduling, contracting out, work assignments, discipline relating to short staffing errors, and related health and safety impacts" as areas where there will be effects. The University does not agree that staffing levels is a working condition subject to effects bargaining. Further, it does not believe that AFSCME employees, or other current employees, will be negatively affected by the hiring freeze.

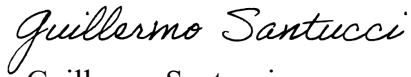
Moreover, it is important to reiterate that though expired, certain terms of the Collective Bargaining Agreements (CBAs) are still in effect while in status quo, and those terms cover the effects cited in your letter. For example, hours of work, scheduling work assignments (Article 12/13), contracting out (Article 5), discipline (Article 7/8), layoff (Article 15/16), and health and safety (Article 10/11) are already articulated and in effect in the CBA.

PERB Received  
04/07/25 16:55 PM

Despite these concerns about AFSCME's demand, the University is prepared to meet with you to bargain the effects, if any, on the terms and conditions of employment of current AFSCME-represented employees.

The University is available to meet via Zoom on April 29, 2025, from 1 pm to 3 pm. We look forward to your response.

Sincerely,

A handwritten signature in black ink that reads "Guillermo Santucci". The script is fluid and cursive, with the first letter of each word being capitalized and prominent.

Guillermo Santucci  
University of California, Office of the President  
Guillermo.santucci@ucop.edu

# Exhibit 8



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Re: Cease and Desist and Demand to Bargain - Hiring Freeze

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From Seth Newton Patel <spatel@afscme3299.org>

Date Fri 4/4/2025 12:58 PM

To Guillermo Santucci <Guillermo.Santucci@ucop.edu>

📎 2 attachments (23 KB)  
image001.png; image002.gif;

Guillermo,

Your letter makes clear that the University has already implemented the freeze and is refusing to rescind it. As PERB has long recognized, bargaining from a hole is futile. If UC wants to fulfill its obligations under HEERA, it will first retract the hiring freeze made at all locations, including the directive from UCOP, and perhaps then we can have productive discussions over these issues.

Seth

On Wed, Apr 2, 2025 at 4:26 PM Guillermo Santucci <[Guillermo.Santucci@ucop.edu](mailto:Guillermo.Santucci@ucop.edu)> wrote:

Good afternoon, Seth.

Please take a look at the attached letter. Feel free to call me if you have any questions.

Thank you.

***Guillermo Santucci***

*Associate Director of Labor Relations - Chief Negotiator*

*University of California Office of the President*

PERB Received  
04/07/25 16:55 PM

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Please consider the environment before printing this email

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**From:** Seth Newton Patel <[spatel@afscme3299.org](mailto:spatel@afscme3299.org)>  
**Sent:** Friday, March 28, 2025 12:45 PM  
**To:** Guillermo Santucci <[Guillermo.Santucci@ucop.edu](mailto:Guillermo.Santucci@ucop.edu)>  
**Subject:** Cease and Desist and Demand to Bargain - Hiring Freeze

**CAUTION: EXTERNAL EMAIL**

Guillermo,

See the attached communication.

Seth