



PERB
California Public Employment
Relations Board

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May 6, 2025

Hugh Schlesinger, Attorney
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Leonard Carder LLP
1999 Harrison Street Suite 2700
Oakland, CA 94612

Daniel Crossen, Principal Counsel
University of California, Office of the General Counsel
1111 Franklin Street, 8th Floor
Oakland, CA 94607

Re: *UCLA Faculty Association, et al. v. Regents of the University of California*
Unfair Practice Charge No. LA-CE-1420-H
COMPLAINT

Dear Parties:

The Office of the General Counsel has issued the enclosed COMPLAINT in the above-entitled matter. The Respondent is required to file an **ANSWER** within twenty (20) calendar days from the date of service of the COMPLAINT, pursuant to PERB Regulation 32644.¹ The required contents of the **ANSWER** are described in PERB Regulation 32644(b).

If you have not filed a Notice of Appearance form, one should be completed and returned with your **ANSWER**. Please be aware that once legal counsel is designated, PERB will only correspond with that individual(s).

An informal settlement conference will be scheduled shortly. Please direct all inquiries, filings and correspondence to the undersigned. Designated legal counsel who do not attend the Informal Conference for any reason, must designate in writing

¹ PERB's Regulations are codified at California Code of Regulations, title 8, section 31001 et seq. The text of PERB's Regulations may be found at www.perb.ca.gov.

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consent that the meeting go forward in their absence, including, but not limited to the execution of a settlement agreement.

Sincerely,

/s/ Jessica Kim

Jessica Kim
Senior Regional Attorney

JSK

Enclosure

STATE OF CALIFORNIA

PUBLIC EMPLOYMENT RELATIONS BOARD



UCLA FACULTY ASSOCIATION, et al.,

Charging Party,

v.

REGENTS OF THE UNIVERSITY OF
CALIFORNIA,

Respondent.

Case No. LA-CE-1420-H

COMPLAINT

It having been charged by Charging Parties that Respondent engaged in unfair practices in violation of Government Code section 3571, the General Counsel of the Public Employment Relations Board (PERB), pursuant to Government Code sections 3563(h) and 3563.2 and California Code of Regulations, title 8, section 32640, issues this COMPLAINT on behalf of PERB and ALLEGES:

1. Charging Parties UCLA Faculty Association, UC Irvine Faculty Association, UC San Francisco Faculty Association, UC San Diego Faculty Association, UC Davis Faculty Association, UC Berkeley Faculty Association, and the Council of the University of California Faculty Associations (CUCFA), are employee organizations within the meaning of Government Code section 3562(f)(1). Charging Party UC Santa Cruz Faculty Association is an exclusive representative within the meaning of Government Code section 3562(i) of an appropriate unit of employees.

2. Employees represented by Charging Parties are referred to as Unit members and are employees within the meaning of Government Code section 3562(e).

3. Respondent is an employer within the meaning of Government Code section 3562(g).

Interference #1: The University Surveils Faculty at Encampments and Threatens Discipline (UCSD, UCI, and UCSF)

4. At UCSD: (a) between May 1 and 5, 2024, Respondent distributed fliers to Unit members at the encampment that threatened discipline for participating in the encampment; and (b) between May 1 and 6, 2024, Respondent took photographs and videos of Unit members at the encampment.

5. At UCI, between April 29 and May 15, 2024, Respondent photographed Unit members at the encampment, and took notes on Unit members' behavior.

6. At UCSF: (a) between May 13 and 18, 2024, Respondent took photographs of protestors, took notes on Unit members' behavior, and photographed the license plates of vehicles entering the encampment to drop off supplies; and (b) between May 14 and 18, 2024, Respondent installed surveillance cameras at the Parnassus Avenue entrance to the encampment, and closed the Kalmanovitz Library and used it as a surveillance hub.

7. By the conduct described in paragraphs 4, 5, and/or 6, Respondent interfered with employee rights guaranteed by the Higher Education Employer-Employee Relations Act in violation of Government Code section 3571(a).

Retaliation #1: The University Fails to Protect Protestors From Counter-Protestors (UCLA, UCI, and UCSD)

8. Unit members exercised rights guaranteed by the Higher Education Employer-Employee Relations Act by: demanding that the University recognize employees' personal conscience rights to opt out of participation in military-funded research, end discrimination against Palestinian, Muslim, and pro-Palestinian Jewish employees, cease its negative treatment of pro-Palestinian speech in the workplace

and on campus, and supporting the strike demands of graduate student workers represented by United Auto Workers Local 4811 (UAW).

9. At UCLA, on April 30 and May 1, 2024, Respondent took adverse action against Unit members by allowing counter-protestors to attack the encampment (April 25 Encampment) with mace and metal pipes, despite repeated warnings and pleas from Unit members before and during the attack.

10. At UCI, between April 29 and May 15, 2024, Respondent took adverse action against Unit members by failing to protect a Unit member from a physical assault by a counter-protestor.

11. At UCSD, on May 14, 2024, Respondent took adverse action against a Unit member by: (a) allowing a counter-protestor to cross a police barricade, grab the Unit member from behind, and attempt to choke him; and (b) failing to investigate threatening emails the Unit member received from an anonymous account referencing statements he had made at a faculty-only meeting.

12. Respondent took the actions described in paragraphs 9, 10, and/or 11 because of the employee's activities described in paragraph 8, and thus violated Government Code section 3571(a).

13. This conduct also interfered with employee rights guaranteed by the Higher Education Employer-Employee Relations Act in violation of Government Code section 3571(a).

Retaliation #2: The University Evicts and Arrests Protestors at Encampments and Subsequent Protests (UCLA, UCI, UCSC, UCSD, and UCSF)

14. Unit members at UCLA, UCI, UCSC, UCSD, and UCSF exercised rights guaranteed by the Higher Education Employer-Employee Relations Act by engaging in the conduct described in paragraph 8.

15. Unit members at UCLA also exercised protected rights on May 23, 2024, by talking with students at the Kerckhoff Plaza and Dodd Hall protest sites about their rights to engage in protected activity, informed fellow Unit members about rights related to the UAW strike, and recruited faculty to join the Unit.

16. Unit members at UCLA further exercised protected rights on June 10, 2024, by protesting Respondent's decisions to dispatch numerous armed security guards on campus following the April 25 Encampment and to circumvent PERB by seeking a temporary restraining order against the UAW strike in superior court (June 10 Encampment).

17. At UCLA: (a) on May 1 and 2, 2024, Respondent took adverse action against Unit members, including Professors Blair, Carr, Chowdhury, and Julius, by arresting and/or assaulting them; (b) on May 23, 2024, Respondent took adverse action against Unit members by violently evicting them from the Kerckhoff Plaza and Dodd Hall protest sites; and (c) on June 10, 2024, Respondent took adverse action against Unit members by firing pepper ball munitions at them, subjecting them to kettling, and by arresting Professor Julius.

18. At UCI, on May 15, 2024, Respondent took adverse action against Unit members by beating them with batons and arresting them.

19. At UCSD, on May 6, 2024, Respondent took adverse action against Unit members by hitting them with batons and/or arresting them.

20. At UCSC, on May 31, 2024, Respondent took adverse action against Unit members by kettling them, and by arresting Professors Lebrón, Azeb, and Hong.

21. At UCSF, between May 13 and 18, 2024, Respondent took adverse action against Unit members by entering the encampment, dismantling and confiscating tents, and demanding that Unit members leave.

22. Respondent took the actions described in paragraphs 17, 18, 19, 20, and/or 21 because of the employees' activities described in paragraphs 8, 14, 15, and/or 16, and thus violated Government Code section 3571(a).

23. This conduct also interfered with employee rights guaranteed by the Higher Education Employer-Employee Relations Act in violation of Government Code section 3571(a).

Interference #2: After Evicting the Encampments, the University Closes Campuses, Moves Classes Online, Dispatches Armed Security Guards to Patrol Campuses, and Prevents Faculty from Accessing Their Offices (UCLA, UCI, UCSC, and UCSF)

24. At UCLA: (a) between May 6 and 10, 2024, Respondent closed most campus buildings, moved classes online, and cancelled or postponed over 50 on-campus events; (b) between May 6 and June 11, 2024, Respondent posted numerous armed security guards throughout campus, including at Royce Quad, the Janss/Tongva Steps, and Dickson Court; and (c) on June 10, 2024, Respondent prevented several Unit members from accessing their offices.

25. At UCI: (a) between May 15 and 22, 2024, Respondent moved classes online; and (b) beginning on May 15, 2024, Respondent has maintained an uncharacteristically high number of police on campus.

26. At UCSC, between May 31 and June 5, 2024, Respondent issued Professors LeBrón, Azen, and Hong written notices that they were banned from campus for 14 days due to alleged violations of Penal Code section 626.4.

27. At UCSF, Respondent erected a chain link fence around the free speech zone outside the Kalmanovitz Library.

28. By the conduct described in paragraphs 24, 25, 26, and/or 27, Respondent interfered with employee rights guaranteed by the Higher Education Employer-Employee Relations Act in violation of Government Code section 3571(a).

Retaliation #3: The University Investigates and Disciplines Faculty Members Who Participated in the Encampments and Subsequent Protests (UCLA, UCSC, and UCSD)

29. Unit members at UCLA, UCSC, and UCSD, including Professors Blair, Chowdhury, Carr, and Julius, exercised rights guaranteed by the Higher Education Employer-Employee Relations Act by engaging in the conduct described in paragraphs 8 and/or 16.

30. At UCSC, around June 3, 2024, Professor LeBrón engaged in protected activity by retweeting a post critical of UCSC Campus Provost and Executive Vice Chancellor Lori Kletzer's role in the violent eviction of protestors at the encampment who were advocating for changes to working conditions.

31. At UCLA, on June 7, 2024, Respondent took adverse action against Professors Blair and Chowdhury by initiating investigations into their conduct at the April 25 Encampment.

32. At UCLA, on June 21, 2024, Respondent took adverse action against Professors Blair, Chowdhury, and Carr by issuing disciplinary charges for their conduct at the April 25 Encampment.

33. At UCLA, on June 21, 2024, Respondent took adverse action against Professor Julius by issuing a disciplinary charge for his conduct at the April 25 and June 10 Encampments.

34. At UCLA, on July 3, 2024, Respondent took adverse action against Professor Blair by denying his promotion to full professor.

35. At UCSD, around May 29, 2024, Respondent took adverse action against two Unit members by initiating disciplinary investigations into their conduct at the encampment.

36. At UCSC, around July 9, 2024, Respondent took adverse action against Professor LeBrón by investigating her for retweeting a post critical of Vice Chancellor Kletzer.

37. Respondent took the actions described in paragraphs 31, 32, 33, 34, 35, and/or 36, because of the employees' activities described in paragraphs 8, 16, 29 and/or 30, and thus violated Government Code section 3571(a).

38. This conduct also interfered with employee rights guaranteed by the Higher Education Employer-Employee Relations Act in violation of Government Code section 3571(a).

Interference #3: Systemwide Ban on Faculty Discussion of UAW Strike (May 16 Letter and FAQs)

39. On May 16, 2024, Respondent issued several communications related to the UAW strike. These communications stated in relevant part:

“University employees in supervisory or managerial roles should refrain from engaging in conversations with union members about any aspects of the strike, including whether or not union members will engage in strike activities. It is also important that supervisors and managers avoid making statements condemning or praising individuals' strike activities, and to refrain from dealing directly with union members in regard to negotiations or grievances. These guidelines apply to verbal and written communications, including postings on social media.

SUPERVISION Q11: What can faculty, Instructors of Record, and/or Principal Investigators say in response to questions from students and employees about the strike?

Faculty, Instructors of Record, and/or Principal Investigators should not comment on the strike to students and employees - even students and employees they do not advise/mentor/teach or supervise - except to direct represented employees to their union for any questions they have, including questions about the strike, union membership, or the University's position on the strike. However, nothing prevents engaging in normal conversations with students and employees concerning subjects unrelated to union membership, union activities, or strike activities."

40. By the conduct described in paragraph 39, Respondent interfered with employee rights guaranteed by the Higher Education Employer-Employee Relations Act in violation of Government Code section 3571(a).

Interference #4: New Discipline Guidelines (May 9, 2024, Press Release)

41. On May 9, 2024, Respondent issued a press release that stated in relevant part:

"Any member of the university community who is arrested for unlawful behavior or cited for a violation of university policy must go through the applicable review process, such as student code of conduct or employee disciplinary process."

42. By the conduct described in paragraph 41, Respondent interfered with employee rights guaranteed by the Higher Education Employer-Employee Relations Act in violation of Government Code section 3571(a).

DATED: May 5, 2025

J. Felix De La Torre
General Counsel
By /s/ Andrew Gordon
Andrew Z. Gordon
Regional Attorney

PROOF OF SERVICE

I declare that I am a resident of or employed in the County of Sacramento, California. I am over the age of 18 years and not a party to the within entitled cause. The name and address of my residence or business is Public Employment Relations Board, Sacramento Regional Office, 1031 18th Street, Sacramento, CA, 95811.

On May 6, 2025, I served the Cover Letter and Complaint regarding Case No. LA-CE-1420-H on the parties listed below by

 I am personally and readily familiar with the business practice of the Public Employment Relations Board for collection and processing of correspondence for mailing with the United States Postal Service, and I caused such envelope(s) with postage thereon fully prepaid to be placed in the United States Postal Service at Sacramento, California.

 Personal delivery.

 X Electronic service (e-mail).

Hugh Schlesinger, Attorney
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Daniel Crossen, Principal Counsel
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I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on May 6, 2025, at Sacramento, California.

Maryna Maltseva

(Type or print name)

/s/ Maryna Maltseva

(Signature)