



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

**DO NOT WRITE IN THIS SPACE:**

**Case No:**

**Date Filed:**

**INSTRUCTIONS:** File this charge form via the e-PERB Portal, with proof of service. Parties exempt from using the e-PERB Portal may file the original charge in the appropriate PERB regional office (see PERB Regulation 32075), with proof of service attached. 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: UAW Local 4811 (See Attachment A for full name)

b. Mailing address: 2730 Telegraph Ave., Floor 1, Berkeley, CA 95705

c. Telephone number: (510) 549-3863

d. Name and title of person filing charge: Margo A. Feinberg, Attorney    E-mail Address: margo@ssdslaw.com  
Telephone number: 323-655-4700    Fax No.:

e. Bargaining unit(s) involved: BX, BR, RA, and PX Bargaining Units

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

a. Full name: Regents of the University of California

b. Mailing address: 1111 Franklin Street, 8th Floor, Oakland, CA 94607

c. Telephone number: (510) 987-9220

d. Name and title of agent to contact: Daniel Menezes, Chief Negotiator    E-mail Address: Daniel.Menezes@ucop.edu  
Telephone number: (510) 987-9144    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:

<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**

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

Yes  No

**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.)
- A Covered Public Utilities Code Transit Employer (BART (Pub. Util. Code, § 28848 et seq.), Orange County Transportation Authority (Pub. Util. Code, § 40000 et seq.), and supervisory employees of the Los Angeles County Metropolitan Transportation Authority (Pub. Util. Code, § 99560 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:

Gov. Code §§ 3550, 3560(e), 3565, 3570, and 3571(a), (b), and (c); PERB Regulation 32611(a).

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 Attachment A

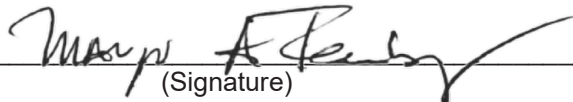
**DECLARATION**

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 5/3/2024

(Date)

at Los Angeles, California  
(City and State)

Margo A. Feinberg  
(Type or Print Name)

  
(Signature)

Title, if any: Attorney for Charging Parties

Mailing address: 6300 Wilshire Boulevard, Suite 2000  
Los Angeles, CA 90068

Telephone Number: 323-655-4700 E-Mail Address: margo@ssdslaw.com

## ATTACHMENT A TO AMENDED UNFAIR PRACTICE CHARGE

### 1(a). Charging Party

Full name: International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), AFL-CIO and its Local Union 4811.<sup>1</sup>

### 6(d). Statement of the Conduct Constituting an Unfair Practice

#### I. Introduction and Summary of Charges

University employees represented by UAW Local 4811 should not be *forcibly arrested and deprived of their very liberty* for participating in a non-violent political protest on campus. Yet, that is the outrageous and extreme course of action that the Regents of the University of California (“University” or “UC”) has followed at UCLA to suppress the speech of its workers who are engaged in concerted activity relating to their terms and conditions of employment.

The University requested this forceful police intervention against peaceful employee protesters one day after it *shamefully allowed and condoned a violent attack* against the same peaceful protesters by a large mob of anti-Palestinian attackers, waiting over two hours after the attack began before requesting police intervention. This disparate, content-based favoritism of anti-Palestine conduct over pro-Palestine speech is an affront to the rights of employees to engage in peaceful protest.

The University's conduct violated the Higher Education Employer-Employee Relations Act (“HEERA” or the “Act”) prohibition on retaliating against employees for engaging in concerted actions related working conditions. In addition to standing in solidarity with the people of Palestine, the *employees were demanding numerous workplace-related changes*. These included creating an employee personal conscious right to opt out of participation in military-funded research as part of employment; opposing the discrimination and hostile work environment directed towards Palestinian, Muslim, and pro-Palestine Jewish employees and students; and requesting the disclosure and divestment of University funds from Israel's war effort. By summoning the police to forcibly arrest these employees, the University has violated their employee rights under HEERA.

The University's conduct further constitutes an unlawful departure and unilateral change from its existing workplace free speech policies without providing notice or bargaining. In doing so, it violated its policy of content neutrality toward speech by favoring those engaged in anti-Palestine speech over those engaged in pro-Palestine speech. It went further by unilaterally changing workplace policies by *prohibiting pro-Palestine speech at the worksite*. UCLA used its powers to not only change policy but then, in an unprecedented act, used brute force and police intervention to prevent students and workers from exercising what have been historic rights at the University.

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<sup>1</sup> Former UAW Locals 2865 and 5810 recently merged and became UAW Local 4811.

As further detailed below, the University has violated California Government Code sections 3550, 3560(e), 3565, 3570 and therefore HEERA sections 3571(a), (b), (c), and (f), and the Prohibition on Public Employers Deterring or Discouraging Union Membership (“PEDD”), PERB Regulation 32611(a).

## **II The University Interferes with and Retaliates Against Bargaining Unit Members for Exercising Their Rights to Engage in Peaceful Political Protest Related to Their Terms and Conditions of Employment**

On or about April 25, 2024, University students and employees, including employees in bargaining units represented by UAW Local 4811, set up around 30 tents in front of Royce Hall at Dickson Plaza on the UCLA campus (the "UCLA Palestine Solidarity Encampment").<sup>2</sup> The UCLA Palestine Solidarity Encampment announced that they had organized the encampment in solidarity with people of Palestine, while also making specific demands on the University related to their terms and conditions of employment. These workplace demands included creating an employee personal conscious right to opt out of participation in military-funded research as part of employment; opposing the discrimination and hostile work environment directed towards Palestinian, Muslim, and pro-Palestine Jewish employees and students; requesting the disclosure and divestment of University funds from Israel's war effort; and opposing the University's disparate negative treatment of employee pro-Palestine speech in the workplace.

On April 30, 2024, the University provided notice to the UCLA Palestine Solidarity Encampment informing them that their protest was "unlawful and violates university policy" and could result in suspension or expulsion.<sup>3</sup>

On the night of April 30, 2024, at approximately 10:30 pm, after UCLA declared the protest unlawful, a large group of anti-Palestine counter-protesters violently attacked the UCLA Palestine Solidarity Encampment and the employees within it. These counter-protesters, who were wearing masks to conceal their identity, attempted to storm the encampment by force. They sprayed chemical irritants onto the protesters, beat them with sticks, and launched fireworks directly into the encampment, causing severe injuries.<sup>4</sup>

The University failed to respond to this violent conduct and protect their employees engaged in peaceful political protest. The few UCLA police officers on-site quickly retreated, and the on-site security guards hired by UCLA stood by and watched the chaos, choosing instead

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<sup>2</sup> "UCLA community organizes encampment in response to national call for escalation," *Daily Bruin*, April 25, 2024, <https://dailybruin.com/2024/04/25/ucla-community-organizes-encampment-in-response-to-national-call-for-escalation>

<sup>3</sup> "UCLA declares encampment unlawful, states potential consequences for participants" *Daily Bruin*, April 30, 2024, <https://dailybruin.com/2024/04/30/ucla-declares-encampment-unlawful-states-potential-consequences-for-participants>

<sup>4</sup> "How Counter-protesters at UCLA Provoked Violence, Unchecked for Hours," *NY Times*, May 3, 2024, <https://www.nytimes.com/interactive/2024/05/03/us/ucla-protests-encampment-violence.html>

to protect the University's property instead of its employees.<sup>5</sup> The University failed to request law enforcement support to stop the violent attack until 12:45am, over two hours after the attacks began.<sup>6</sup> Police did not begin moving into the area to quell the violent attacks until after 1:30 am, at which point many of the counter-protesters had already fled.<sup>7</sup> Based on the Union's knowledge, no individuals have been arrested in relation to the attack on the April 30, 2024.

In contrast to the lack of police response to the violent attack by anti-Palestine counter-protesters on April 30, 2024, the University summoned a massive number of police officers on the evening of May 1, 2024 for the purpose of ejecting and arresting the employees engaged in peaceful protest in the UCLA Palestine Solidarity Encampment.<sup>8</sup> At around 5:50 p.m. on May 1, 2024, the UCLA Police Department ordered the employees and students in the Solidarity Encampment in Dickson Plaza to disperse.<sup>9</sup> The police issued another dispersal order at 12:30 am and included the warning protesters "risk serious injury" if they fail to leave the area.<sup>10</sup> By about 1:20 am on May 2, 2024, police officers began sweeping the encampment and arresting protesters.<sup>11</sup> At around 2:50 am, police in riot gear began to engage with the protesters, and at 3:20 am 10 loud noises, believed to be police flash bang grenades, occurred in rapid succession.<sup>12</sup> At this point, police began arresting and zip tying the employee and student protesters. Over 200 protesters, including employees in bargaining units represented by UAW Local 4811, were ultimately arrested.

Police officers used unnecessary force in ejecting and arresting the employee protesters on the night of May 1 and early morning of May 2, 2024. Officers pointed guns loaded with rubber bullets at the protesters, despite pleas for them to stop.<sup>13</sup> The police ultimately fired several rounds of rubber projectiles at protesters, causing severe injuries.<sup>14</sup> According to the LA Times, one man shot with a rubber projectile round needed surgery on his finger, which was so badly hurt that doctors considered amputation.<sup>15</sup> Another man required 11 staples and 4 stitches at a hospital to close a wound after he was hit by a police rubber bullet.<sup>16</sup>

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<sup>5</sup> "'Unacceptable': Why it took hours for police to quell attack at UCLA pro-Palestinian camp," *LA Times*, May 2, 2024, <https://www.latimes.com/california/story/2024-05-01/why-did-it-take-police-so-long-to-end-the-violent-clashes-at-ucla>

<sup>6</sup> *Id.*

<sup>7</sup> *Id.*

<sup>8</sup> "Hundreds of protesters detained after police breach pro-Palestine encampment at UCLA," *Daily Bruin*, May 3, 2024, <https://dailybruin.com/2024/05/02/lapd-breaches-palestine-solidarity-encampment-at-ucla-in-dispersal-attempt>

<sup>9</sup> *Id.*

<sup>10</sup> *Id.*

<sup>11</sup> *Id.*

<sup>12</sup> *Id.*

<sup>13</sup> *Id.*

<sup>14</sup> "Police report no serious injuries. But scenes from inside UCLA camp, protesters tell a different story," *LA Times*, May 3, 2024, <https://www.latimes.com/california/story/2024-05-03/injuries-during-clearing-of-ucla-encampment>

<sup>15</sup> *Id.*

<sup>16</sup> *Id.*

### III. The University Unilaterally Changed the Terms and Conditions of Employment Regarding Employees' Rights to Protest Peacefully at the Worksite

Under existing University policy, employees have the right to engage in peaceful protest at the worksite and the University is obligated to respond to non-violent employee protests with de-escalation and minimal outside police presence. The University is further prohibited from banning or disfavoring speech because of the content of its message, while required to prioritize prevention of violent crime over the enforcement of non-violent offenses. These policies include but are not limited to the University's 2021 policy "UC Community Safety Plan"<sup>17</sup> and UCLA's 2010 policy "UCLA Regulations on Activities, Registered Campus Organizations, And Use Of Properties."<sup>18</sup>

However, through its actions on April 30, May 1, and May 2, 2024, the University unilaterally changed its campus policies on employee speech without providing notice to the UAW Local 48111 or the opportunity to bargain. As detailed above, the University favored anti-Palestine speech when waiting nearly two hours to call for police to respond to a violent attack by anti-Palestine counter-protesters in the middle of the night, then decided the very next day to request a massive outside police contingent to confront peaceful pro-Palestine protestors with riot gear and rubber bullets.

The University's 2021 UC Community Safety Plan states, "[t]he University will prioritize deterrence and violent crime prevention over the enforcement of non-violent minor offenses."<sup>19</sup> The Policy further states, "[t]he University will reinforce existing guidelines that minimize police presence at protests, follow de-escalation methods in the event of violence and seek non-urgent mutual aid first from UC campuses before calling outside law enforcement agencies."<sup>20</sup> The University unilaterally changed this policy when it failed to intervene to stop the violent attacks on April 30, 2024, then called in police to eject and arrest the non-violent protesters on May 1 and 2, 2024. The University further modified this policy on May 1 and 2, 2024, when it chose to call outside law enforcement, instead of mutual aid from other campuses, to confront, eject, and arrest peaceful protesters.

The University also unilaterally modified this policy at UC Irvine on April 29, 2024. At that campus, after students and employees, including employees represented by UAW Local 4811, erected a pro-Palestine encampment, the University immediately called the "the Orange County Sheriff's Department, and the police forces of Irvine, Costa Mesa and Newport. Officers

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<sup>17</sup> "UC Community Safety Plan," *University of California*, 2021, p. 4, <https://www.ucop.edu/uc-operations/systemwide-community-safety/policies-and-guidance/community-safety-plan/uc-community-safety-plan.pdf>

<sup>18</sup> "UCLA Regulations on Activities, Registered Campus Organizations, And Use of Properties," *UCLA*, July 20, 2010, <https://equity.ucla.edu/wp-content/uploads/2017/05/UCLA-TPM-Regulations.pdf>

<sup>19</sup> UC Community Safety Plan, p. 4

<sup>20</sup> *Id.*

in riot gear barricaded the encampment entrance."<sup>21</sup> Such escalation and immediate use of outside law enforcement constitutes a unilateral change in this University workplace policy.

UCLA's 2010 campus speech regulation states in its introduction that "[f]ree and open association, discussion and debate are important aspects of the educational environment of the University, and should be actively protected and encouraged, even where the positions advocated are controversial and unpopular."<sup>22</sup> This regulation applies to "the rights and responsibilities of all members of the University community, including...employees," and states that on University grounds generally open to the public individuals "may assemble and engage in discussion or non-amplified speech."<sup>23</sup> The policy further requires that all time, place, and manner restrictions shall not be based on the content of the speaker's message, as required by the U.S. Constitution.

On October 2, 2023, UCLA reaffirmed its employee speech policy, stating that the University is barred "from prohibiting speech or other forms of expression based on the viewpoint of the speaker. The right to freedom of speech secured by the First Amendment is held by students, faculty and staff."<sup>24</sup> The statement went on to affirm that this policy applies even in cases in which the speaker presents ideas that some people find offensive.

On October 25, 2023, UCLA further explained its policy against content-based restrictions, while citing to its 2010 speech regulation:

Content-based restrictions are generally unconstitutional. Thus, if a university wants to ban speech because of the content of the message (e.g., speech about abortion, or affirmative action, or Middle East politics), it is really, really hard to do consistent with the First Amendment.<sup>25</sup>

Thus, under existing University policy, employees had the right to engage in peaceful protest at the worksite. However, when faced with the UCLA Palestine Solidarity Encampment, UCLA unilaterally changed its workplace free speech policies. In so doing it violated its policy of content neutrality toward speech by favoring those engaged in anti-Palestine speech over those engaged in pro-Palestine speech. It went further by unilaterally changing workplace policies by prohibiting pro-Palestine speech at the worksite. UCLA used its powers to not only change policy but then, in an unprecedented act, used brute force and police intervention to

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<sup>21</sup> "UC's president had a plan to deescalate protests. How did we get a night of violence at UCLA?" *Cal Matters*, May 2, 2024, <https://calmatters.org/education/higher-education/2024/05/uc-campus-protests/>

<sup>22</sup> UCLA Regulations on Activities, Registered Campus Organizations, And Use of Properties, p. 1

<sup>23</sup> *Id.*, p. 1, 12.

<sup>24</sup> "Rights and Responsibilities Related to Free Expression," *UCLA*, October 2, 2023, <https://evcp.ucla.edu/announcements/2023-24/rights-and-responsibilities-related-to-free-expression/>

<sup>25</sup> "Free Speech on Campus, The Basics, The Myths, The Challenges," *UCLA*, October 25, 2025, p. 4-5, <https://ucla.app.box.com/v/free-speech-on-campus>

prevent students and workers from exercising what have been existing employee rights at the University.

#### **IV. The University Unilaterally Changed the Terms and Conditions of Employment Regarding Teaching and Work Obligations**

In response to the UCLA Palestine Solidarity Encampment, on May 2, 2024, the University unilaterally announced several changes that impacted UAW Local 4811 bargaining unit members' teaching and work obligations, including but not limited to changing employee schedules, hours, and workloads.

First, on May 1, 2024, at 8:00 am, the University cancelled all classes scheduled to occur on May 1, 2024.<sup>26</sup> This change materially affected the working conditions of UCLA Teaching Assistants, as well as other graduate student employees in the ASE and BR bargaining units, represented by UAW Local 4811. The University announced and implemented this change without advanced notice to the Union or opportunity to bargain

Second, on May 1, 2024 at 6:30 pm, the University announced that all classes scheduled for May 2 and 3, 2024 were required to switch to online remote instruction.<sup>27</sup> This change also materially affected the working conditions of UCLA Teaching Assistants, as well as other graduate student employees in the ASE and BR bargaining units, represented by UAW Local 4811. The University announced and implemented this change without advanced notice to the Union or opportunity to bargain.

Third, on or about May 1, 2024, the University announced that previously scheduled midterm exams for many classes would be delayed.<sup>28</sup> This change materially affected the working conditions of UCLA Teaching Assistants, as well as other graduate student employees in the ASE and BR bargaining units, represented by UAW Local 4811. The University announced and implemented this change without advanced notice to the Union or opportunity to bargain.

#### **V. CONCLUSION**

In summary, the University has violated Cal. Gov. Code §§ 3550, 3560(e), 3565, 3570, and 3571 (a), (b), and (c), and PERB Regulation 32611(a), by:

- (1) Denying employees and the Union rights guaranteed under HEERA;
- (2) Imposing reprisals on employees, discriminating against employees, retaliating against employees, and otherwise interfering with, restraining, or coercing employees because of their exercise of employee rights guaranteed under HEERA;

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<sup>26</sup> Campus Activity Updates, <https://bso.ucla.edu/>

<sup>27</sup> *Id.*

<sup>28</sup> "Before the Violence, U.C.L.A. Thought a Tolerant Approach Would Work," *NY Times*, May 1, 2024, <https://www.nytimes.com/2024/05/01/us/ucla-classes-protests.html>



- (3) Summoning the police to eject and arrest University employees represented by UAW Local 4811 in retaliation for those employees engaging in protected concerted activity including but not limited to creating an employee personal conscious right to opt out of participation in military-funded research as part of employment; opposing the discrimination and hostile work environment directed towards Palestinian, Muslim, and pro-Palestine Jewish employees and students; requesting the disclosure and divestment of University funds from Israel's war effort; and opposing the University's disparate negative treatment of employee pro-Palestine speech in the workplace;
- (4) Unilaterally changing the terms and conditions of employment related to employee speech at the workplace by summoning the police to eject and arrest non-violent employees engaged in political speech; by favoring the anti-Palestine speech of counter-protestors over the pro-Palestine speech of employees, and by prohibiting pro-Palestine speech at the worksite;
- (5) Unilaterally changing the terms and conditions of employment related to teaching and work obligations by cancelling classes, switching to remote instruction, and delaying previously scheduled midterm examinations; and
- (6) Deterring and discouraging public employees from remaining members of an employee organization by undermining the role of Local 4811 as exclusive representative.

The Union thus seeks an order finding that the University has violated HEERA and PEDD, and ordering the University to: (1) cease and desist from retaliating against employees because of their exercise of employee rights guaranteed under HEERA; (2) make whole any losses sustained by UAW bargaining unit members due to the University's reporting of the alleged criminal activity for engaging in speech related to terms and conditions of employment, including but not limited to attorneys' fees, bail, expungement, and damage to property; (3) rescind UCLA's new workplace policies related to employees speech at the workplace; (4) meet and confer in good faith with UAW Local 4811 over any changes to the University's campus speech policies or other working conditions that impact bargaining unit employees; (5) immediately send notice via email to all employees in the BX Unit, BR Unit, PX Unit, and AR Unit indicating the University's violations of the law and PERB's remedial order, in addition to physically posting the same at all affected work sites at the University; (6) pay any applicable civil penalties; (7) pay all related attorneys' fees and costs; and (8) provide UAW Local 4811 with all other remedies PERB deems just and proper.

**PROOF OF SERVICE**

I declare that I am a resident of or employed in the County of Los Angeles,  
State of California. I am over the age of 18 years. The name and address of my  
Residence or business is 6300 Wilshire Boulevard, Suite 2000, Los  
Angeles, California 90048

On May 3, 2024, I served the UNFAIR PRACTICE CHARGE  
(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.)*

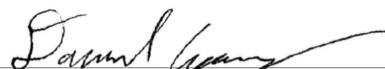
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Daniel Menezes  
Daniel.Menezes@ucop.edu

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 May 3, 2024,  
(Date)  
at Los Angeles, California.  
(City) (State)

Daniel E. Curry

(Type or print name)



(Signature)