



OFFICE OF THE PRESIDENT
 1111 Franklin Street
 Oakland, California 94607-5200

May 31, 2024

You are receiving this message as an employee represented by the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), Local 4811. This is a follow-up communication regarding leave reporting obligations considering UAW's strike plans. The University's previous letter is available here: [UAW-Communication-5-15-24-1.pdf \(universityofcalifornia.edu\)](#)

As you likely know, the University strongly believes that the UAW's current strike activity is in violation of the no-strike provisions in the UAW collective bargaining agreements (CBAs). Examples of those provisions are included at the bottom of this message. Despite our agreements, UAW has called a strike at several locations indicating that members will withhold labor.

Given the Union's strike plans, we want to reiterate the University's obligations to align pay with work performed for the institution and your corresponding leave reporting obligations:

- If you withhold your labor during UAW's work stoppage, you must report that time as a "leave without pay" in the time and attendance system.
- For partial-day absences, employees should enter their absence as a partial-day absence, again recording the number of hours missed during the workday as "leave without pay."
- If you have no absences to report, you must submit your timesheet acknowledging that you have no absences to report.
- In addition, if you submit erroneous information in your time and attendance system, such as claiming that you worked your full scheduled hours, but the University has credible information that you did not, your submission will be overridden, and you will not be paid for hours not worked. You may also be subject to corrective action for submitting a fraudulent timesheet.
- The cut-off dates for leave reporting at locations/campuses are as follows:

Location	MAY	JUNE
	Leave Reporting Due Date	Leave Reporting Due Date
UCB	6/3/2024	7/1/2024
UCD	5pm on 6/7/2024	7/8/2024
UCI	6/6/2024 at 12pm	7/6/2024 at 12pm
UCLA	6/6/2024	7/6/2024
UCM	6/5/2024	7/5/2024
UCR	6/5/2024	7/3/2024
UCSD	5/21/2024 by 2:30pm	6/20/2024 by 2:30pm
UCSF	6/5/2024	7/5/2024
UCSB	6/10/2024	7/10/2024
UCSC	6/1/2024	7/1/2024
LBNL	6/23/2024	7/23/2024
UCANR	5pm on 6/7/2024	7/7/2024

All employees are required to report their absences honestly and accurately, and that obligation is ongoing during a work stoppage. Failure to honestly report an absence from work in any circumstance, including for a work stoppage, may result in an overpayment of public funds requiring repayment and other corrective action. It is important to understand that failing to accurately report leave and, therefore, receiving an overpayment of funds is a serious violation of university policy.

Please also remember that there is no protection for refusing to perform your duties during an unlawful strike. Accordingly, you may be subject to corrective action for refusing to perform your work duties.

Thank you for reviewing this message carefully. We appreciate your valuable contributions to the University's mission of education and research. We are hopeful that we can continue to work together to ensure that our students receive their education, are appropriately graded for the hard work they have done this academic term, and that they may graduate without further disruption to their academic experience.

Relevant Contract Language:

Example no strike provision from the Graduate Student Researcher contract:

- A. During the term of this agreement or any written extension thereof, the University agrees that there shall be no lockouts by the University. The UAW, on behalf of its officers, agents, and members agree that there shall be no strikes, including sympathy strikes, stoppages or interruptions of work, or other concerted activities which interfere directly or indirectly with university operations during the life of this agreement or any written extension thereof. The UAW, on behalf of its officers, agents, and members, agrees that it shall not in any way authorize, assist, encourage, participate in, sanction, ratify, condone, or lend support to any activities in violation of this article.
- B. Any GSR who is absent from work without permission, or who abstains wholly or in part from the full performance of their duties without permission, on the date or dates when such activities indicated above occur, shall be presumed to have engaged in concerted activities on the dates of such actions and shall not be paid for those days.
- C. The UAW shall immediately take whatever affirmative action is necessary to prevent and bring about an end to any concerted activity in violation of this article. Such affirmative action shall include but not be limited to sending written notice by email or to the home address of all unit members engaged in prohibited activity, informing them that the concerted activity is in violation of this article, that engaging in such activity may lead to disciplinary action, and stating that employees engaged in prohibited activity must cease such activity and immediately return to work.
- D. Any GSR who violates this article shall be subject to discipline up to and including termination of employment, in accordance with Article 7 - Discipline and Dismissal.