

1 TIMOTHY G. YEUNG (SBN 186170)
tyeung@sloansakai.com
2 SLOAN SAKAI YEUNG & WONG LLP
3 555 Capitol Mall, Suite 600
Sacramento, CA 95814
4 Telephone: (916) 258-8800
5 Attorneys for Charging Party
6 THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA

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9 STATE OF CALIFORNIA
10 PUBLIC EMPLOYMENT RELATIONS BOARD
11

12 THE REGENTS OF THE UNIVERSITY OF
13 CALIFORNIA,
14 Charging Party,
15 and
16 UNITED AUTOMOBILE WORKERS, LOCAL
17 4811,
18 Respondent.

Case No. SF-CO-246-H

**THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA’S REQUEST FOR
INJUNCTIVE RELIEF**

SLOAN SAKAI YEUNG & WONG LLP
Attorneys at Law

1 **I. INTRODUCTION**

2 As Local 4811 members move towards a strike authorization vote,
3 know that you have the full support of your Region 6 siblings across the
4 West Coast, and your UAW siblings across the continent, as you stand up
5 for your rights and give voice to those impacted by the war in Gaza.

6 Our union has taken a clear stance calling for a permanent ceasefire
7 and justice for Palestine. I am proud to work alongside my fellow IEB
8 members and UAW members across the country to continue escalating the
9 call for a ceasefire, and an end to the death, destruction, and human suffering
10 in Palestine.

11 *Statement of Mike Miller, UAW Region 6 Director, on May 2, 2024*

12 Soon after Mr. Miller’s statement, on May 15, 2024, the United Auto Workers, Local 4811
13 (“UAW”) announced that 19,780 of its 48,000 members had voted in its system-wide strike authorization
14 vote against the University of California (“University”).¹ Then on May 17, 2024, UAW announced that its
15 members at the University of Santa Cruz would strike on May 20, 2024. This action is in direct contravention
16 of the parties’ Collective Bargaining Agreements (“CBAs”) which expressly prohibit strikes during the
17 terms of the contracts. Moreover, the public statements of various UAW officials make clear that the
18 purpose of the strike is to pressure the University to support UAW’s “Justice for Palestine” goals. While
19 the University affirms the right of its students and employees to publicly speak out on such issues and the
20 free speech rights of its community, it is abundantly clear that UAW’s strike has the *unlawful* purpose of
21 attempting to pressure the University on issues outside the scope of representation under the Higher
22 Education Employer-Employee Relations Act (“HEERA”) (Gov. Code, §3560 et. seq.). Further, UAW
23 President Rafael Jaime has publicly stated that UAW intends to strike at various University campuses with
24 no notice, thereby “maximiz[ing] chaos and confusion.”² The Public Employment Relations Board
25 (“PERB”) has long held that “surprise” strikes at educational institutions constitutes an unlawful pressure

26 ¹ According to media reports, UAW claimed that 19,780 out of a reported 48,000 UAW members voted in
27 the strike vote, which is 41% of their membership. Of the minority of union members who actually voted,
28 media reports indicate that 79% voted in favor of striking. If UAW’s employee counts are correct,
systemwide, that means approximately 15,626 employees (33% of all UAW members) voted to strike and
approximately 32,374 employees either voted not to strike or abstained from voting. (See
<https://www.latimes.com/california/story/2024-05-15/uc-academic-workers-strike-vote>.)

² <https://www.latimes.com/california/story/2024-05-15/uc-academic-workers-strike-vote>

1 tactic. (*San Ramon Valley Unified School District* (1984) PERB Order No. IR-46, at p. 13.) Given UAW’s
2 unlawful actions, PERB *must* take action by GRANTING this request for injunctive relief. Not doing so
3 would completely vitiate PERB’s role as the neutral arbitrator of California’s collective bargaining statutes.
4 Given the political environment in California and in the United States, allowing UAW to strike would
5 subject the University—and every other public agency in California—to work stoppages for any number
6 of *political and/or social viewpoints* of all the unions that represents its employees. This cannot be allowed
7 to happen. PERB must act.

8 **II. REQUEST FOR INJUNCTIVE RELIEF**

9 Pursuant to Section 3563, subdivision (i) of the California Government Code, and Article 5, Section
10 32450, *et seq.*, of the Regulations of the Public Employment Relations Board, the University of California
11 hereby requests the PERB seek a court order enjoining UAW Local 4811, and all the bargaining unit
12 members represented by UAW Local 4811, from engaging in a strike that has been authorized by UAW
13 members on May 15, 2024, and called for, and actually began, at U.C. Santa Cruz on May 20, 2024.

14 As noted above and set forth in detail below, the University is seeking injunctive relief to bar all
15 UAW strike activity because the strike is in direct contravention to the parties’ Collective Bargaining
16 Agreements (“CBAs”) which prohibits strikes during their terms. It is undisputed that all the bargaining
17 units represented by UAW currently have CBAs in effect. Injunctive relief is also “just and proper” and
18 must be granted because the University will suffer irreparable harm if UAW is allowed to strike. Given the
19 size and complexity of the University, the “work” performed by UAW bargaining unit members—teaching
20 students, conducting time-sensitive research, among other tasks—cannot simply be made up after the fact.
21 Indeed, allowing this unlawful strike to continue will cripple the ability of the University to perform its
22 mission of educating students at the most sensitive time in its calendar, when students are preparing for
23 finals, finishing research projects, and graduating. Moreover, Government Code section 3563.3 prohibits
24 PERB from awarding “damages for costs, expenses, or revenue losses incurred during, or as a consequence
25 of, an unlawful strike.” (Gov. Code, §3563.3.)³ This leaves the University with a single remedy—seeking
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27 ³ If PERB finds the strike unlawful, the University could seek damages in superior court for breach of
28 contract and/or other statutory or common law theories but would still have suffered irreparable harm given
the lapse of time.

1 the current injunction from PERB.

2 Accordingly, for all the reasons set forth in the underlying unfair practice charge and in this request,
3 the University urges PERB to grant this request for injunctive relief as soon as possible.

4 **III. FACTUAL BACKGROUND**

5 The University details the facts in support of this Request for Injunctive Relief in the Unfair Practice
6 Charge it filed on May 17, 2024. Given the urgency of this request, the University will not repeat those
7 facts here but will incorporate those facts by attaching the unfair practice charge to this request. (*See*
8 **Exhibit A**, *Regents of the University of California v. UAW Local 4811*, PERB Case No. SF-CO-246-H
9 (“University’s ULP”).)

10 The University also submits the declarations of Daniel Menezes (“Menezes Decl.”) and Lori
11 Kletzer, Provost and Executive Vice Chancellor at UC Santa Cruz (“Kletzer Decl.”), in support of this
12 Motion. The Menezes declaration, attached as **Exhibit B**, provides evidence that the Union’s strike is in
13 fact an unlawful attempt to pressure the University on political and social issues related to the conflict in
14 the Middle East. The declaration of Lori Kletzer, attached as **Exhibit C**, provides some examples of harm
15 the Union’s unlawful strike has and will likely cause the University of California’s Santa Cruz campus,
16 which is the only campus at which UAW has called for a strike. The examples of harm outlined in this
17 declaration would be replicated and exacerbated if UAW were permitted to strike at other campuses.

18 **IV. INJUNCTIVE RELIEF IS NECESSARY AND PROPER**

19 **A. LEGAL STANDARD FOR INJUNCTIVE RELIEF**

20 A superior court must grant PERB’s request for injunctive relief when two elements are shown: (1)
21 the Board has “reasonable cause” to believe an unfair practice has been committed; and (2) the injunctive
22 relief requested is “just and proper.” (*Public Employment Relations Board v. Modesto City School District*
23 (1982) 136 Cal.App.3d 881, 886; *Fremont Unified School District* (1990) PERB Order No. IR-54.) Both
24 of these elements are satisfied in this case. Therefore, injunctive relief is not only proper, but urgently
25 necessary.

1 **B. THERE IS “REASONABLE CAUSE” TO BELIEVE AN UNFAIR PRACTICE**
2 **WILL BE COMMITTED BECAUSE UAW’S STRIKE IS IN DIRECT**
3 **CONTRAVENTION OF THE PARTIES’ CBA**

4 **1. THE REASONABLE CAUSE STANDARD IS MINIMAL**

5 The “reasonable cause” standard imposes a minimal burden of proof on a party requesting
6 injunctive relief under one of the public employment labor relations statutes. (*Modesto City School District*,
7 *supra*, 136 Cal.App.3d at pp. 896-897.) In *Modesto*, the court stated:

8 In construing whether there is reasonable cause to believe an unfair labor
9 practice has been committed, it has been stated that PERB is required to
10 sustain a minimal burden of proof: ‘It need not establish an unfair labor
11 practice has in fact been committed, nor is the court to determine the merits
12 of the case.’ [Citation.] (*Id.*)

13 The question is not whether the unfair practice theory will eventually prevail, but “whether it is
14 insubstantial or frivolous.” (*County of San Joaquin (Health Care Services)* (2001) PERB Order No. IR-
15 55-M.) As discussed below, the “reasonable cause” prong is easily established here on several grounds.

16 **2. UAW HAS REPUDIATED THE NO-STRIKE CLAUSE IN THE PARTIES’**
17 **CBAs**

18 HEERA makes it unlawful for an exclusive representative, such as UAW, to “[r]efuse or fail to
19 engage in meeting and conferring with the higher education employer.” (Gov. Code, §3571.1, subdivision
20 (c).) It is well-settled that a party’s unilateral change to a matter within the scope of representation is
21 considered “per se” violation of the duty to bargain because such unilateral action frustrates the bargaining
22 process. (*City of Sacramento* (2013) PERB Decision No. 2351-M, p. 13 *citing Vernon Fire Fighters v. City*
23 *of Vernon* (1980) 107 Cal.App.3d 802, 823; *San Mateo County Community College District* (1979) PERB
24 Decision No. 94, p. 12.) To establish a prima facie case that a respondent employer made an unlawful
25 unilateral change, a charging party union that exclusively represents a bargaining unit must prove that (1)
26 the employer changed or deviated from the status quo; (2) the change or deviation concerned a matter
27 within the scope of representation; (3) the change or deviation had a generalized effect or continuing impact
28 on represented employees’ terms or conditions of employment; and (4) the employer reached its decision
 without first providing adequate advance notice of the proposed change to the union and bargaining in
 good faith over the decision, at the union’s request, until the parties reached an agreement or a lawful

1 impasse. (*Bellflower Unified School District* (2021) PERB Decision No. 2796, p. 9 citing *County of Merced*
2 (2020) PERB Decision No. 2740-M, pp. 8-9.) The same standard for unilateral change violations by
3 employers applies to allegations of unlawful unilateral changes by unions. (*See Regents of the University*
4 *of California* (2010) PERB Decision No. 2105-H, at p. 6.)

5 Here, as set forth in the accompanying unfair practice charge, the parties' CBAs all have no-strike
6 clauses. Those CBAs are current and in effect. Accordingly, it is undisputed that UAW's strike is in direct
7 contravention of the no-strike provisions in the parties' CBAs. UAW's blatant breach of the no-strike
8 clauses in the CBAs constitutes a *per se* violation of its duty to bargain.

9 **3. THE UNION CAN POINT TO NO PERB HOLDING ALLOWING IT TO**
10 **REPUDIATE ITS NO STRIKE PROMISE**

11 In defending its strike, UAW will likely argue that it should be able to repudiate the CBAs' no-
12 strike provision under U.S. Supreme Court and National Labor Relations Board precedent. PERB has never
13 adopted these holdings and should not do so in this case. The Union agreed to a no-strike provision in its
14 CBAs with the University. Under the terms of those agreements, employees have clear grievance
15 procedures for addressing conduct employees believe violate the CBA. They also have the right to bring
16 charges before PERB for practices they believe violate HEERA. PERB has never—nor should it now—
17 allow a union to sidestep promises in its collective bargaining agreements to advance a political and social
18 agenda.

19 To the extent PERB considers NLRB decisional law, PERB must recognize that the California
20 Supreme Court has acknowledged that the collective bargaining statutes administered by PERB are silent
21 on whether public employees have a legal right to strike. (*City of San Jose v. Operating Engineers Local*
22 *Union No. 3* (2010) 49 Cal.4th 597, 604-605.) Nevertheless, PERB has held that there is a qualified right
23 to strike implicit in all the public sector collective bargaining statutes under its jurisdiction. (*Fresno County*
24 *In-Home Supportive Services Public Authority* (2015) PERB Decision No. 2418-H, at p. 33.) Importantly,
25 PERB has acknowledged that the right to strike is “qualified” and subject to restrictions not found in the
26 private sector under the National Labor Relations Act (“NLRA”). For example, the California Supreme
27 Court has recognized that strikes by public employees are unlawful if they create a substantial and
28 imminent threat to the health or safety of the public. (*County Sanitation Dist. No. 2 v. Los Angeles County*

1 *Employees Assn.* (1985) 38 Cal.3d 564, 586 (“*County Sanitation*”).) PERB has also held that pre-impasse
2 strikes are presumptively a violation of the duty to meet and confer in good faith. (*Regents of the University*
3 *of California* (2010) PERB Decision No. 2094-H, p. 32.) Neither of these limitations on strikes exist under
4 the NLRA.

5 Here, citing to *Mastro Plastics Corp. v NLRB* (1956) 350 U.S. 270 (“*Mastro Plastics*”), UAW
6 asserts that its strike is to protest “serious unfair practices” by the University and that such strikes are not
7 covered by contractual no-strike clauses. In *Mastro Plastics*, the United States Supreme Court held that a
8 no-strike clause in a collective bargaining agreement did not apply to strikes to protest unfair practices.
9 (*Mastro Plastics*, at p. 284.) Subsequently, the National Labor Relations Board (“NLRB”) held that only
10 strikes in protest of “serious” unfair practices may be exempt from contractual no-strike clauses. (*Arlan's*
11 *Dep't Store of Michigan, Inc. (Loc. 749, Clothing Workers)* (1961) 133 NLRB 802, 807 (“*Arlan's Dep't*
12 *Store*”).) In *Arlan*, the NLRB concluded that the discharge of workers in that case did not constitute a
13 “serious” unfair practice. Instead, the NLRB held:

14 It seems to us that this is the very kind of dispute, although constituting an unfair labor
15 practice, which the employees, rather than striking, could and should have submitted to the
16 contract grievance procedure, as the Union's representative offered to do before the walkout.
17 It was not serious in the sense in which we have used the term, i.e., it was not in the words
18 of the Supreme Court “destructive of the foundation on which collective bargaining must
19 rest.” (*Id.* at p. 808.)

18 Notably, PERB has never adopted the holding in *Mastro Plastics* or *Arlan's Dep't Store* finding
19 that strikes to protest “serious” unfair practices are an exception to a no-strike clause. While there are some
20 PERB decisions that have cited under principles enunciated in *Mastro Plastics*, no PERB case has adopted
21 the holding cited by UAW.

22 There are strong statutory and public policy reasons why the holding in *Mastro Plastics* should not
23 be recognized by PERB. First, the courts have emphasized that only “serious” unfair practices can justify
24 a strike in violation of a contractual no-strike clause. (*N.L.R.B. v. Laborer's Int'l Union of N. Am., Loc. No.*
25 *721* (1st Cir, 1981) 649 F.2d 33, 35.) This is because “National labor policy encourages dispute resolution
26 without resort to industrial strife, especially arbitration.” (*Ibid.*) In the public sector, there is an even greater
27 emphasis on utilizing various dispute resolution options before resorting to a strike. For example, as noted
28 above, PERB has adopted the rule that pre-impasse strikes are presumptively a violation of the duty to

1 meet and confer in good faith. (*Regents of the University of California* (2010) PERB Decision No. 2094-
2 H, p. 32.) Further, HEERA expressly requires mediation, and potentially factfinding, upon a finding of
3 impasse, requirements not found under the NLRA. (Gov. Code, §§3590-3594.)

4 Second, strikes in the public sector have the potential to cause irreparable harm in a manner not
5 present with private sectors strikes. For example, a widespread strike by UAW has the potential to disrupt
6 the education of tens of thousands of students. Unlike a strike against a grocery store, these students cannot
7 simply go to another educational institution during the length of a strike.

8 Acknowledging the unique role of public sector employers and employees, PERB has often rejected
9 the adoption of NLRA precedent. For example, just last year PERB declined to adopt the NLRB decision
10 in *Baltimore Sun Co.* (2001) 335 NLRB 163 (“*Baltimore Sun*”) regarding post-accretion obligations.
11 (*Regents of the University of California* (2023) PERB Decision No. 2884-H, at p. 10-11.) In that case,
12 PERB noted that public sector bargaining is often quite protracted and may involve required mediation
13 and/or factfinding that are less common in the private sector. (*Id.* at p. 11.) In *Regents of the University of*
14 *California* (2018) PERB Decision No. 2616-H, PERB declined to follow the NLRB’s presumption of
15 validity as to restrictions on union insignia and buttons in patient care areas. (*Regents of the University of*
16 *California* (2018) PERB Decision No. 2616-H, at p. 15.) Instead, PERB chose to follow its “traditional
17 rule” which “balances employee rights with the varied interests of public agencies providing such
18 important public services as education, law enforcement, and many others.” (*Ibid.*) In these cases and
19 others, PERB has rejected the wholesale adoption of NLRB precedent and emphasized that federal law is
20 merely “*illustrative* of the rights of public employees in California.” (*Contra Costa County Fire Protection*
21 *District* (2019) PERB Decision No. 2632-M, at p. 36-37.)

22 **4. UAW’S STRIKE DOES NOT INVOLVE “SERIOUS” UNFAIR**
23 **PRACTICES**

24 Even assuming, *arguendo*, that the federal standard for avoiding no-strike provisions applies,
25 UAW’s strike does not meet it. The NLRB has long held that only strikes in protest of “serious” unfair
26 practices may be exempt from contractual no-strike clauses. (*Arlan’s Dep’t Store* (1961) 133 NLRB 802,
27
28

1 807.)⁴ The courts and NLRB have considered an unfair practice to be “serious” only if it is “destructive of
2 the foundation on which collective bargaining must rest.” (*Servair, Inc. v. N.L.R.B.* (9th Cir. 1984) 726
3 F.2d 1435, 1441 *citing Mastro Plastics* at p. 281.) For example, in *Servair, Inc.*, the court found that the
4 employer’s illegal discharge of a union organizer was a flagrant violation of the law. (*Id.* at p. 1442.) In
5 contrast, an employer’s good faith but mistaken interpretation of a management right’s clause cannot be
6 found to be a “serious” violation. (*Caterpillar Tractor Co. v. N.L.R.B.* (7th Cir.1981) 658 F.2d 1242.)

7 Here, it is anticipated that UAW will assert that the University’s response to the encampments at
8 UCLA, UC San Diego, UC Irvine and other campuses constitute “serious” unfair practice violations. As
9 outlined in the University’s ULP, these arguments will fail for a number of reasons. For starters, HEERA
10 does not encompass any of the conduct that UAW might allege constituted protected activity. The
11 individuals involved in the protest activity on campus were not acting within the course and scope of their
12 employment, nor were they protesting the terms and conditions of their employment. As far as the
13 University was aware, encampment protesters were students advocating for political change in the Middle
14 East.

15 The protesters’ goals reinforce this conclusion. As detailed in the University’s ULP, throughout
16 protesters have presented similar demands. Broadly, they describe their protests as seeking public
17 statements about the conflict in the Middle East, divestment of University investments from companies
18 doing business with Israel, amnesty for all protesters, and a boycott of companies doing business with
19 Israel. While these goals and related protest activities may implicate students’ First Amendment rights
20 (subject to the University’s applicable policies), they in no way implicate HEERA. Indeed, the University
21 was unaware if UAW members were even participating or otherwise effected by the campus encampments.
22 For instance, as noted in the University’s ULP, when UCLA and UC Irvine experienced dueling protests
23 between camping protester and counter-protestors, neither campus knew if UAW members participated on
24 one, both, or no sides of the clashes. Both campuses made decisions regarding the encampments to protect
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26 _____
27 ⁴ In justifying the current strike, UAW appears to acknowledge that this standard applies. Its FAQs
28 justifying its strike vote stated that “According to PERB case law severe unfair labor practices that go to
the heart of a contract justify an unfair labor practice strike even when a no strikes clause is present in a
contract.” (*See Exhibit M to ULP.*)

1 the general welfare and rights of students and the broader community.⁵

2 The University was similarly unaware UAW members were participating in other protest activities.
3 UAW did not initiate or organize the protests, nor were the protests about the terms of the UAW CBAs,
4 the scope of work covered by UAW's contracts, pay or benefits for UAW members, or other terms and
5 conditions of employment. The protests focused on a political and social cause that has engendered passion,
6 dissent, and disagreements across the University's community. The University strives to support the
7 dialogues, debates, and disagreements that flow from these protests, but the protests do not implicate
8 HEERA.

9 Yet even if the University engaged in unfair practices surrounding UAW's involvement in the
10 protests—which it did not—the conduct is not so severe as to avoid UAW's no-strike clauses. UAW may
11 argue that conduct such as canceling class, closing campus buildings, writing faculty to prepare for a
12 potential strike, student discipline, and even failing to follow applicable time, place and manner policies
13 allows the Union to walk away from its promise not to strike. The Union's argument fails.

14 First, the Union granted the University the authority in the CBAs' managements rights clauses to
15 make many of the changes to which the Union might point as unlawful changes. As noted above, in the
16 CBAs, the University retained exclusive control over setting work locations, scheduling, and the ability to
17 modify policies related to workplace conduct and safety. Any alleged change to policies, teaching time and
18 location fall squarely under these management rights provisions.

19 The other conduct outlined in the Union's charge fares no better. The University has not subjected
20 any UAW members to employment discipline related to strike activities (the protests were unrelated to
21 UAW members' employment), its communications with faculty relating to a potential strike in no way
22 intimidated or deterred concerted activity, and it acted lawfully (and followed its policies) in responding
23 to protest activities at its campus.

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25 _____
26 ⁵ One of the more inflammatory allegations by UAW is that UCLA—in handling counter-protests on April
27 30—approved of, or condoned, the attack on campers by assailants. UAW has also accused UCLA of
28 intentionally delaying its response to the attack in order to allow it to continue. The University denies these
allegations in the strongest terms. The University and UCLA did not approve or condone the violence that
occurred on April 30, 2024. UCLA's goal throughout—like all other campuses—has been to maintain
peace so that community members with differing views can express their positions.

1 To constitute a “serious violation” that would avoid a no-strike provision, an entity’s conduct must
2 be “destructive of the foundation on which collective bargaining must rest.” Nothing UAW could allege
3 against the University rises to this level of destruction. Indeed, if anything, UAW—not the University—
4 has engaged in conduct that threatens to seriously damage the foundation on which collective bargaining
5 must rest. The parties engaged in lengthy, sometimes contentious, negotiations to reach contracts. In
6 exchange for a no-strike promise (and the labor peace this provision brings), the University agreed to
7 substantially increased compensation, more robust benefits, discounted tuition to receive a degree from a
8 world-class institution, and processes for raising and resolving grievance with the University. UAW’s
9 strike shows an utter disregard for this process and the obligations that flow from it. In striking, the Union
10 seeks the benefits the University agreed to provide, without honoring its end of the bargain. Its members
11 remain free to protest, but they agreed not to strike during the terms of their CBAs. This promise should
12 be honored and enforced.

13 **C. INJUNCTIVE RELIEF IS “JUST AND PROPER”**

14 Injunctive relief is just and proper where any one of three conditions are met: either (1) there is a
15 probability that the purposes of the [HEERA] will be frustrated unless temporary relief is granted; (2) the
16 circumstances of the case create a reasonable apprehension that the efficacy of the Board’s final order may
17 be nullified; or (3) the administrative procedures will be rendered meaningless if injunctive relief is not
18 granted. (*Public Employment Relations Bd. v. Modesto City School Dist.* (1982) 136 Cal.App.3d 881,
19 902(“*Modesto*”); *see also City of Fremont* (2013) PERB Decision No. IR-57, at p. 24.) PERB decisions
20 have often described this standard as one of “irreparable harm.” (*See Regents of the University of California*
21 (2019) PERB Order No. IR-62-H, at p. 6.) However, the court decisions describing the “just and proper”
22 standard focus more than on “irreparable harm” as that standard has been commonly applied.

23 For example, the court in *Modesto* cited to the following sections of the court’s decision in
24 *Agricultural Labor Relations Board v. Ruline Nursery Co.* (1981) 115 Cal.App.3d 1005, 1015:

25 “This standard has often been described: ‘[Where] there exists a probability that the
26 purposes of the Act will be frustrated unless temporary relief is granted ... [or] the
27 circumstances of a case create a reasonable apprehension that the efficacy of the Board's
28 final order may be nullified, or the administrative procedures will be rendered meaningless,
[the just and proper standard is met] Preservation and restoration of the status quo are
then appropriate considerations in granting temporary relief pending determination of the

1 issues by the Board. [Citations.]’ (*Angle v. Sacks, supra*, 382 F.2d 655, 660; see also *Boire*
2 *v. Pilot Freight Carriers, Inc., supra*, 515 F.2d 1185.)

3 The court in *Modesto* emphasized that it may consider *any fact* pertinent to the issue of whether injunctive
4 relief is “just and proper.” (*Modesto*, at p. 903.) For example,

5 “ “The court may properly consider any fact relevant to the question whether the requested
6 relief is just and proper, including the nature of the alleged unfair labor practice (i.e.,
7 whether it is violent, coercive, etc., and whether it is ongoing or consisted of a single act),
8 its probable effect in relation to the status quo and the statutory objectives, the nature of the
9 relief sought, the timing of the request, the circumstances of the parties, and the probable
10 effects upon them of the order requested. [Citations omitted.]’ ” (*Ibid.* citing to *Agricultural*
11 *Labor Relations Board v. California Coastal Farms, Inc.* (1982) 31 Cal.3d 469, 479.)

12 Overall, the *Modesto* court summarized the standard as follows:

13 Although injunctive relief is an extraordinary remedy, it may be used whenever either an
14 employer or a union has committed unfair labor practices which, under the circumstances,
15 would render any final order of PERB meaningless. (*Ibid.*)

16 Here, all three prongs of the just and proper standard are met.

17 PERB has held that its remedies for unfair practices “must serve the dual purposes of compensating
18 for the harm a violation causes and deterring further violations.” (*City and County of San Francisco* (2023)
19 PERB Decision No. 2858-M, p. 14.) Under HEERA, however, PERB “shall have no authority to award
20 strike-preparation expenses as damages, and shall have no authority to award damages for costs, expenses,
21 or revenue losses incurred during, or as a consequence of, an unlawful strike.” (Gov. Code, §3563.3.)
22 Accordingly, PERB’s ability to remedy an unlawful strike, and to deter future ones, is severely limited
23 given these restrictions. Injunctive relief is the only way for PERB to ensure it can offer a remedy. In the
24 same manner, the absence of any effective remedy renders any final order a nullity and meaningless unless
25 injunctive relief is granted.

26 Moreover, allowing this strike to proceed will have severe and irreparable ramifications on the
27 University. UC Santa Cruz, UCLA, UC Irvine, UC Davis, UC Riverside, UC San Diego, UC San
28 Francisco, and UC Santa Barbara all have approximately one month left in their spring quarters. UC
Berkeley and UC Merced have just started their summer sessions. UAW members at all of these institutions
teach classes, manage discussion groups, and administer and grade exams. Some are even Instructors of
Record for courses, meaning that there is no other faculty member teaching their course. In striking now,

1 UAW will deprive students of valuable instructional time, disrupt students’ exams, and prohibit students
2 from completing their course credits to graduate on time.⁶

3 UAW members are also researchers. They work in sensitive laboratories, and are often responsible
4 for the maintenance and care of biological research. UAW’s strike action threatens this valuable research.

5 Further, UAW’s stated approach to the strike prohibits the University from mitigating these harms.
6 UAW is intentionally concealing when, where, and for how long its members will strike. As UAW’s
7 President explained to national media outlets, it will announce strikes “only at the last minute, in order to
8 maximize chaos and confusion for the employer.” (*See* Exhibit E to University’s ULP.) Because of this
9 tactic, supervisors cannot make contingency plans for sensitive research, teaching and other tasks that
10 UAW members perform for the University. The University has no knowledge as to when its graduate
11 student employees, postdoctoral scholars, and academic researchers will withhold labor.

12 UAW recognizes the irreparable damage its strike will have on the University. In its FAQs
13 supporting its strike vote, UAW explained to its members that the strike would force the University to act
14 or “cease to function.” (*See* Exhibit N to University’s ULP.) It also noted that the strike would “create a
15 crisis for UC.” (*Id.*) UAW’s leadership echoed this when explaining its strike strategy to media outlets. Its
16 goal is to sow chaos and confusion across the University.

17 This damage to other members of the University community increases every day the unlawful strike
18 continues. For this reason, the strike must be enjoined.

19 **V. CONCLUSION**

20 There is no dispute that UAW has a right to support its “Justice for Palestine” cause. And as stated
21 above, that the University supports the free speech rights of its community. However, that issue is not a
22 subject within the scope of representation under HEERA. Accordingly, UAW’s strike in support of such
23 non-mandatory subjects of bargaining is unlawful under HEERA. Because UAW’s strike will cause
24 irreparable harm to the University and its stakeholders, PERB must act by GRANTING this request for
25 injunctive relief.

26 _____
27 ⁶ The Union’s actions are made even worse when considering the cohort of undergraduates graduating in
28 2024. These undergraduate students saw their high school graduations derailed in 2020 by the COVID-19
pandemic. They now will see their college graduations derailed by an unlawful strike.

1 Dated: May 21, 2024

SLOAN SAKAI YEUNG & WONG LLP

2
3 By: 
TIMOTHY G. YEUNG

4 Attorneys for Charging Party
5 The Regents of the University of California
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SLOAN SAKAI YEUNG & WONG LLP
Attorneys at Law

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EXHIBIT A



PERB Received
05/27/24 13:40 PM

STATE OF CALIFORNIA
PUBLIC EMPLOYMENT RELATIONS BOARD

UNFAIR PRACTICE CHARGE

DO NOT WRITE IN THIS SPACE: Case No:

Date Filed: 05/17/2024

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. 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 PUBLIC¹

a. Full name: The Regents of the University of California

b. Mailing Address: 1111 Franklin Street, 8th Floor, Oakland, CA 94607-5200

c. Telephone number: (510) 987-9080

d. Name and title of agent to contact: Timothy G. Yeung, Attorney E-mail Address: tyeung@sloansakai.com
Telephone number: (916) 258-8803 Fax No.: (916) 258-8801

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

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

a. Full name: The United Automobile, Aerospace and Agricultural Implement Workers of American Local 4811

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

c. Telephone number: (510) 549-3863

d. Name and title of agent to contact: Rafael Jaime, President of the Executive E-mail Address: rafaelgjaime@gmail.com
Telephone number: (510) 549-3863 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: 1111 Franklin Street 8th Floor, Oakland, CA 94607-5200

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

¹An 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

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

Yes No Unknown

PERB Received
05/27/24 13:40 PM

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:
Gov. Code sections 3571.1(c), (d), (g)

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.

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.)

Timothy G. Yeung
(Type or Print Name)

/s/ Timothy G. Yeung
(Signature)

05/17/2024
Date

STATEMENT OF THE CHARGE

Section 6(d)

I. INTRODUCTION

1. The Regents of the University of California (“University”) brings this Unfair Practice Charge in response to The United Automobile, Aerospace and Agricultural Implement Workers of America (“UAW” or “Union”) Local 4811’s unlawful strike.
2. UAW represents four University bargaining units: Academic Graduate Student Researchers (BR Unit), Academic Student Employees (BX Unit), Postdoctoral Scholars (PX Unit), and Academic Researchers (RA Unit).¹ Each unit negotiated collective bargaining agreements (“CBA(s)” or Agreement(s)”) with the University. In each CBA, the Union expressly agreed not to strike during the Agreement’s term. Each Agreement remains closed and in effect.
3. Despite these promises, on May 15, 2024, UAW authorized its leadership to call for a strike, and UAW announced that it intended to call strikes at individual campuses with little or no notice to the University to “maximize chaos and confusion” for the University and its students. Then, on Friday, May 17, 2024, the University learned that UAW intends to strike on Monday, May 20, 2024 at the University of California Santa Cruz.
4. This strike directly violates the CBAs’ no strike clauses, and has no relation to UAW members’ employment with the University. Instead, as the UAW and its members’ communications make clear, UAW strikes to support protest activity surrounding the conflict in the Middle East.
5. To be clear, the University celebrates, supports, and protects First Amendment rights and free speech. Indeed, subject to applicable policies, University community members remain free to engage in lawful protests on all sides of the Middle Eastern conflict. These First Amendment rights, however, are different from the labor rights protected under the Higher Education Employer-Employee Relations Act (“HEERA”) (Gov. Code, §3560 et. seq.), and it is clear that UAW’s strike has the *unlawful* purpose of attempting to pressure the University on issues outside HEERA’s scope.
6. UAW will likely attempt to justify its strike as protesting “unfair practices” it alleges occurred when UCLA, UC San Diego, and UC Irvine addressed Middle East-related protests on their campuses (tellingly, UAW has pointed to no unfair practices at UC Santa Cruz, where it has indicated its members will strike). As detailed below, UAW’s justification lacks support in the applicable facts and law. Indeed, condoning UAW’s strike would erode a core tenet of labor law: public

¹ On April 17, 2024, UAW filed a Request for Amendment of Certification to combine its Local 2865 and 5810 into a single entity, Local 4811.

entities' ability to obtain labor peace through collectively bargaining with employees. Particularly in today's climate, if UAW (and other unions) can disregard no-strike clauses, the University—and every other public agency in California—would face constant strikes advancing *political and/or social viewpoints*. The Union, students, and other community members have avenues to advance these causes; just not by striking in violation of a valid no-strike provision in its CBAs. UAW's strike is unlawful and must not be condoned.

7. First, UAW's strike repudiates the valid no-strike agreement it reached with the University in its CBAs. This constitutes a *per se* violation of the Union's duty to bargain in direct violation of HEERA. Further, the Union cannot argue that alleged unfair practices justify the strike. The conduct to which UAW will likely point is not protected under HEERA, and regardless does nothing to void UAW's promise not to strike in its CBAs.
8. This, of course, is not to say UAW members are without recourse to pursue perceived violations of their CBAs. The CBAs and California law provide for dispute resolution methods. Employees can bring grievances under the CBAs' grievance procedures, and where applicable, employees can file unfair labor practice charges with PERB. What the law does not allow is a union to simply ignore the promises it has made in a contract.
9. As detailed below, the UAW's conduct amounts to a unilateral change to the terms of its Agreements with the University in violation of HEERA. (Gov. Code, §3571.1, subdivision (c).) UAW's conduct also violates, either directly or derivatively, Government Code sections 3571.1, subdivisions (d) and (g). Accordingly, UAW has engaged in unfair labor practices, and its conduct must stop.

II. JURISDICTIONAL ALLEGATIONS

10. The University is an employer subject to HEERA (Gov. Code, §3560 et. seq.) (Gov. Code, §3562, subd. (g)).
11. UAW is the "recognized organization" that is the exclusive representative of the BR, BX, PX, and RA Units, state-wide bargaining units of Graduate Students Researchers, Academic Student Employees, Postdoctoral Scholars, and Academic Researchers.
12. As set forth in more detail below, the material allegations alleged in this unfair practice charge occurred within the last six months.

III. RELEVANT BARGAINING UNITS AND CONTRACT PROVISIONS

13. **BR Unit's Membership.** The BR Unit includes graduate students at the University who perform research as a service to the University and under the specific direction and control of a faculty member or Principal Investigator.
14. **BR Unit CBA's No Strike Provision.** The University and UAW are parties to a collective bargaining agreement covering Graduate Student Researchers effective December 23, 2022 through May 31, 2025 ("BR Agreement"). The BR Agreement contains a No Strike provisions during the term of the agreement:

ARTICLE 19 NO STRIKES

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 agrees 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. E. Nothing herein constitutes a waiver of the University's right to seek appropriate legal relief in the event of a violation of this article.

(Exhibit A, Excerpts of the BR Agreement, emphasis added.)

15. **BR Unit's Management and Academic Rights Clause.** The BR Agreement also has a comprehensive management rights clause. Relevant to this unfair practice charge, the University expressly retains the following rights:

7. to establish and modify rules, regulations, and policies and safety procedures;

[. . .]

9. to establish or modify the academic and work calendar, including holidays and holiday scheduling;

10. to determine the work location or relocation, reorganization, or discontinuance of operations;

11. to establish University policies, rules, and regulations and to require GSRs to observe them;

[. . .]

15. to establish, administer or modify procedures, rules and regulations that direct and control the University's operations; and to determine the methods and means by which operations are to be carried on;

[. . .]

17. to establish, maintain, modify, and enforce standards of workplace performance, conduct, order and safety;

18. to assign GSR's individual work locations;

[. . .]

(Id.)

16. **BX Unit's Membership.** The BX Unit consists of Academic Student Employees who are primarily graduate students providing services as teaching assistants, readers, and tutors.

17. **BX Unit CBA's No Strike Provision.** The University and UAW are parties to a collective bargaining agreement covering Academic Student Employees effective December 23, 2022 through May 31, 2025 ("BX Agreement"). The BX Agreement contains a No Strike provisions during the term of the agreement:

ARTICLE 20
NO STRIKES

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 agrees 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 employee who violates this article shall be subject to discipline up to and including termination of employment.

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 unit members engaged in prohibited activity must cease such activity and immediately return to work.

D. SYMPATHY STRIKES

1. The UAW shall not call, promote or engage in a sympathy strike in support of another UC union or bargaining unit.

2. Under this section, individual ASEs retain rights of free expression including their right to engage in activities in sympathy with other UC unions or bargaining units who are striking at the work location of the ASE. When ASEs exercise these rights and do not meet the expectation that they comply with the terms of their appointment, at the discretion of the University they may not be paid for work they do not perform and may be subject to discipline and dismissal.

E. Nothing herein constitutes a waiver of the University's right to seek appropriate legal relief in the event of a violation of this article.

(**Exhibit B**, Excerpts of the BX Agreement, emphasis added.)

18. ***BX Unit's Management and Academic Rights Clause.*** The BX Agreement also has a comprehensive management rights clause. Relevant to this unfair practice charge, the University retains the following rights:

3. to establish and administer procedures, rules and regulations, and direct and control University operations;

[. . .]

5. to determine the work location or relocation, reorganization, or discontinuance of operations;

[. . .]

9. to establish, maintain, modify and enforce standards of workplace performance, conduct, order and safety;

[. . .]

12. to establish or modify the academic and work calendars, including holidays and holiday scheduling;

13. to assign ASE's individual work locations;

14. to schedule hours of work;

[. . .]

(Id.)

19. **PX Unit's Membership.** The PX Unit members are postdoctoral scholars who contribute to the University's academic community by enhancing the research and educational programs at the University under the mentorship of a faculty member or principal investigator.

20. **PX Unit CBA's No Strike Provision.** The University and UAW are parties to a collective bargaining agreement covering Postdoctoral Scholars effective through September 30, 2027 ("PX Agreement"). The PX Agreement contains a No Strike provisions during the term of the agreement:

ARTICLE 14
NO STRIKES

- 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 agrees that **there shall be no strikes, including sympathy strikes, stoppages, 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 Postdoctoral Scholar who is absent from work without permission, or who abstains wholly or in part from the full performance of his or her 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.**
1. Such affirmative action shall include but not be limited to sending written notice to the home address of all unit members engaged in prohibited activity informing them that they must immediately return to work, and providing local news agencies and newspapers with a public written disavowal of the actions of the unit members.
 2. If the UAW performs in good faith and in a timely way all of the obligations of Section C.1 ., above, the UAW shall not be liable to the University for damages suffered as a result of the strike, except for such damages as are caused by the activities of officers of the UAW or with their assistance or consent
- D. Nothing herein constitutes a waiver of the University's right to seek appropriate legal relief in the event of a violation of this Article.
- E. Any discipline up to and including discharge arising out of the violation of this provision shall be in accordance with Article 5 -- Discipline and Dismissal.

(**Exhibit C**, Excerpts of the PX Agreement, emphasis added.)

21. ***PX Unit's Management and Academic Rights Clause.*** The PX Agreement also has a comprehensive management rights clause. Relevant to this unfair practice charge, the University retains the following rights:

3. to establish, administer, or modify procedures, rules and regulations that direct and control the University's operations; and to determine the methods and means by which operations are to be carried on;
[. . .]
5. to establish, maintain, modify, and enforce standards of workplace performance, conduct, order and safety,
[. . .]
7. to establish University rules and regulations and to require Postdoctoral Scholars to observe them;
[. . .]
10. to determine or modify the number, qualifications, scheduling, responsibilities and assignment of Postdoctoral Scholars;
[. . .]
12. to assign work locations and schedule hours of work;
[. . .]

(*Id.*)

22. **RA Unit's Membership.** The RA unit is comprised of academic researchers, which includes positions such as Academic Specialist, Project Scientists, Professional Researchers, and Coordinators of Public Programs.
23. **RA Unit CBA's No Strike Provision.** The University and UAW are parties to a collective bargaining agreement covering Postdoctoral Scholars effective through September 30, 2027 ("RA Agreement"). The RA Agreement contains a No Strike provisions during the term of the agreement:

ARTICLE 15
NO STRIKES

- 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 agrees that **there shall be no strikes, including sympathy strikes, stoppages, 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 Academic Researcher who is absent from work without permission, or who abstains wholly or in part from the full performance of his or her 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.**
1. 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 they must immediately return to work, and providing local news agencies and newspapers with a public written disavowal of the actions of the unit members.
 2. If the UAW performs in good faith and in a timely way all of the obligations of Section C.1., above, the UAW shall not be liable to the University for damages suffered as a result of the strike, except for such damages as are caused by the activities of officers of the UAW or with their assistance or consent.

- D. Nothing herein constitutes a waiver of the University's right to seek appropriate legal relief in the event of a violation of this Article.
- E. Any discipline up to and including discharge arising out of the violation of this provision shall be in accordance with Article 6 - Corrective Action and Dismissal.

(Exhibit D, Excerpts of the RA Agreement, emphasis added.)

24. ***RA Unit's Management and Academic Rights Clause.*** The RA Agreement also has a comprehensive management rights clause. Relevant to this unfair practice charge, the University retains the following rights:

- 2. establish or modify the academic and work calendar, including holidays and holiday scheduling;
- 3. establish, administer or modify procedures, rules and regulations that direct and control the University's operations; and to determine the methods and means by which operations are to be carried on;
[. . .]
- 6. establish, maintain, modify, and enforce standards of workplace performance, conduct, order and safety;
[. . .]
- 13. assign work locations and schedule hours of work;
[. . .]

(*Id.*)

IV. STATEMENT OF FACTS

A. Students And Other Members Of The University Community Protest On A Number Of Campuses

- 25. Since the events in Israel and Gaza on and after October 7, 2023, the University has experienced passionate concern regarding the war in the Middle East across its campuses. The University supports free speech and lawful protests. At the same time, however, the University must ensure that all of its community members can safely continue to study, work, and exercise their rights, which is why it has in place policies that regulate the time, place, and manner for how students and other community members can protest on its campuses. The University has allowed—and continues to allow—lawful protesting activities surrounding the conflict in the Middle East. But when protests violate University policy or threaten the safety and security of others, the University has taken lawful action to end impermissible and unlawful behavior.
- 26. This is precisely what occurred at some of the University's campuses over the past weeks, such as UCLA and UC San Diego. After assessing the situations on

their individual campuses, they determined that encampments protesting the conflict in the Middle East violated University time, place, and manner policies, and posed a safety threat to community members. After providing individuals in the encampments with numerous notices that that they needed to disperse, these campuses took steps to disband the encampments. Although most individuals followed the campus' requests to disperse, others who remained in the camps were arrested.

27. To be clear, community members at UCLA and UC San Diego—like at all campuses—*can continue to engage in lawful protest activities*. Some campuses, however, determined that the encampments violated University policy, and raised significant safety concerns. Other campus encampments—with different on-the-ground situations—remain. These campuses continue to discuss the protester's demands with students, while closely monitoring safety and access issues surrounding the encampment. Some have even reached agreements with protesters, such as UC Riverside and UC Berkeley. (**Exhibit F**, Campus Agreements to End Encampments.)
28. When UCLA, UC San Diego (and other campuses) met with protesters, administrators understood that they were meeting with students to discuss their protest positions and ways the campuses could peacefully bring the encampments to a close. The University had no indication the protests were connected to any labor disputes (related to UAW or otherwise), or in any way connected to the terms and conditions of employment of UAW bargaining unit members. To the contrary, the only information that the University had was that the protests were organized by students.
29. For example, at UC San Diego the day the encampment was established, the Students for Justice in Palestine posted on Instagram that “students” had established the camp. No mention was made of workers or the UAW:



Similarly, the demands posted by the UC San Diego campers on Instagram and on a large sign on the perimeter of the camp made no mention of terms and conditions of employment but rather demanded only that UC San Diego (1) “end the silence,” (2) impose a campus-wide boycott, (3) grant “amnesty” to the campers, and (4) divest from companies that do business with Israel:



30. Further, when UCLA experienced violence at campus protests on April 30, 2024, UCLA did not know if UAW members participated on one, both, or no sides of the clash. UCLA, UC Irvine, UC San Diego—like all other campuses—made decisions regarding the encampments based on their understanding of applicable policies and to protect the welfare and rights of students and the broader community.

B. The University Learns That UAW Intends To Strike In Violation Of The No Strike Provision In Its Agreements

31. Unrelated to any activity in campus encampments, on April 30, 2024, Union members at one of its campuses, UC Santa Cruz, voted for a one-day strike to support protest activities related to the conflict in the Middle East. Per the campus’s Union leader, Union members intended to strike to show “solidarity with the calls from Palestinian General Federation of Trade Union, Palestinian Youth Movement, and UCSC Faculty for Justice in Palestine.” (**Exhibit G**, May 1, 2024 Work Stoppage Notice to UAW with UAW UCSC Email Attached.) As the email noted, “This action is a first collective step to standing in solidarity with these pressing calls.” (*Id.*)

32. The UC Santa Cruz UAW email went further, describing UAW’s intent to engage in broader strike actions. Specifically, the email outlined the purposes of two upcoming meetings on May 3, 2024 and May 7, 2024. The May 3 meeting was to “discuss the possibility of a demands-based strike and, specifically, what those demands would be.” (*Id.*) The May 7 meeting was intended to “vote on whether or not we want to strike given the demands that we collectively decide upon.” (*Id.*)

33. On May 1, upon learning of UAW's strike vote, and pursuant to the terms of the applicable CBAs, the University quickly contacted UAW's leadership. (*Id.*) The University requested that UAW take immediate action to stop the activity because it violated the CBA's no strike clause. (*Id.*) The Union responded that it was in touch with members "that we know are engaged in activity that may be in violation of the contract and are informing them of their obligations under the CBA." (*Id.*)
34. Despite the University reminding UAW of its no-strike obligations under its Agreements, on May 1, 2024, the Union announced that it intended to hold a strike authorization vote. This time, the UAW characterized the strike vote as being in response to UCLA's decision to disband the encampment on its campus.
35. The University responded to the UAW's notice of intent to take an unlawful strike vote on May 2, 2024. The University again reminded UAW of its no-strike obligations under its respective CBAs, and made clear that UAW had no basis under the CBAs to engage in a work stoppage. (**Exhibit H**, May 2, 2024 Letter to UAW.) The University then asked UAW to inform its members that any work stoppage violates the terms of its CBAs, and asked UAW to cease and desist from pursuing its unlawful strike.
36. Continuing to ignore its no-strike obligations under its CBAs, the Union scheduled a strike vote for May 13 to May 15 and instructed its members to be ready to strike as early as May 15. (**Exhibit I**, UAW Website from 5.8.24.)

C. UAW Promotes Its Strike Vote And Lays Out Demands For Avoiding A Strike That Are Unrelated To Its Members' Terms And Conditions Of Employment

37. After announcing its unlawful strike vote, UAW promoted the vote to its members, making clear that it was pursuing the strike to protest the conflict in the Middle East and not because of any incursions on Union members' terms and conditions of employment.
38. For instance, on May 2, 2024, UAW Region 6 Director, Mike Miller, informed its members why the executive board authorized a strike vote:

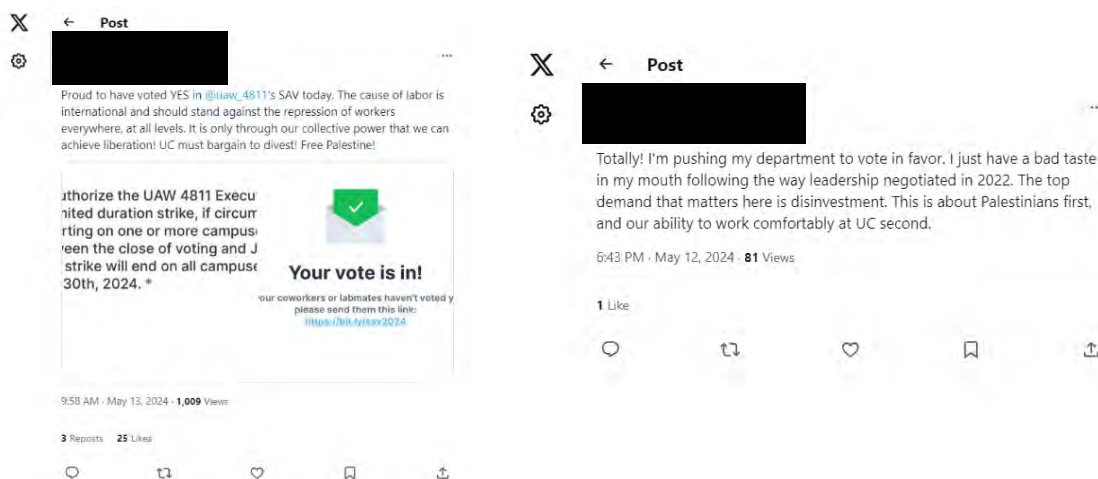
As Local 4811 members move towards a strike authorization vote, know that you have the full support of your Region 6 siblings across the West Coast, and your UAW siblings across the continent, as you stand up for your rights and give voice to those impacted by the war in Gaza.

Our union has taken a clear stance calling for a permanent ceasefire and justice for Palestine. I am proud to work

alongside my fellow IEB members and UAW members across the country to continue escalating the call for a ceasefire, and an end to the death, destruction, and human suffering in Palestine.

(Exhibit J, UAW May 2 Statement.)

39. UAW members individually advocating for the vote understood that the strike was to support UAW’s political and social position. One noted the international focus of the strike and made clear that the vote was about divestment and Palestine. Another pushed their department to vote for the strike stating “[T]he top demand that matters here is disinvestment. This is about Palestine first and our ability to work comfortably at UC second.”



40. UAW’s website reflected the larger political and social focus of its strike vote. It urged members to vote “yes” to oppose what the UAW characterized as a “crackdown of free speech on University campuses. . . .” (Exhibit I, UAW Website from 5.8.24.). The website went on to list UAW’s demands to avoid (and presumably end) its strike. The first and most prominent demand was divestment: “In order to de-escalate the situation, UC must substantively engage with the concerns raised by the protesters – which focus on UC’s investments in companies and industries profiting off of the suffering in Gaza.” (Id.) UAW then listed other demands, including amnesty for all individuals who face disciplinary action or arrest due to the protest, the right to free speech and political expression on campus, divestment, disclosure of UC funding sources and investments, and allowing researchers to opt out from funding sources tied to certain causes. (Id.)
41. The focus on political demands is consistent with the demands made by students during negotiations with campus leadership regarding their encampments.

Students at UCLA, for instance, demanded the following to end their encampment shortly after establishing it on April 25:



42. Students at UC Irvine and San Diego presented similar demands to administrators working to peacefully end their respective encampments. (**Exhibit K**, UCI Student Demands; **Exhibit L**, Instagram Excerpts of UCSD Student Demands.) UAW was not involved in presenting any of these demands to campus administrators.
43. UAW also embraced agreements other universities reached with their students to end encampments. The UAW was not involved in any of the successful negotiations (which were between campus administrators and students). One such agreement highlighted by UAW was at the University of California Riverside (“UCR”). Tellingly, the terms of UCR’s agreement do not implicate any issue that remotely relate to UAW members’ employment as academic student employees. UCR agreed to (1) list on UCR’s website all currently public information on UC’s investments; (2) form a task force to explore options for UCR’s endowment; (3) conduct monthly meetings with UCR staff about the removal of product brands from campus; (4) terminate of certain study abroad programs; and (5) modify UCR’s approval process for study abroad programs. (**Exhibit F**, UCR’s Agreement to End Campus Encampment.)

D. The Union Files A Baseless Unfair Practice Charge Against The University

44. On May 3, 2024, UAW filed an unfair practice charge against the University over the protest activity at UCLA and UC Irvine. (*See UAW v. Regents*, PERB Unfair Practice Charge No. SF-CE-1462-H.) Then, on May 10, 2024, UAW amended the charge to add allegations against UC San Diego, add more allegations against UCLA and UC Irvine, and add allegations related to a communication issued by the University.

E. The Union Votes To Engage In An Unlawful Strike And Calls A Strike

45. On May 15, 2024, UAW completed its unlawful strike vote. Although the Union represents approximately 48,000 academic workers, according to UAW’s posts on

social media, only 19,780 voted in the strike vote. Of the minority of union members who actually voted, media reports indicate that 79% voted in favor of striking. (**Exhibit E**, UAW Strike Vote Information and Media Reports.)

46. The Union has indicated that a strike on many campuses is imminent, though has stated that it does not intend to give the University notice of when or where it will strike. As UAW's President, Rafael Jaime told the New York Times, LA Times and other media outlets, the Union will announce the strikes "only at the last minute, in order to maximize chaos and confusion for the employer." (*Id.*)
47. On Friday, May 17, 2024, the University learned that UAW intends to strike on Monday, May 20, 2024 at the University of California Santa Cruz. Tellingly, none of the unfair practices charges UAW has filed involve UC Santa Cruz.
48. For the reasons outlined below, the Union's strike violates the terms of its CBA with the University, violates HEERA, and is thus, unlawful.

V. UAW'S STRIKE IS UNLAWFUL

A. The Union's Strike Authorization Vote And Imminent Strike Constitutes An Unfair Labor Practice

49. As an initial matter, the Union's strike vote and imminent strike, by itself, violates the terms of its CBAs and constitutes an unfair practice. For a threatened strike to rise to this level, the threat must be: (1) in furtherance of an unlawful strike; and (2) sufficiently substantial to create a reasonable belief in the employer that the strike will occur. (*Regents of the University of California* (2010) PERB Decision No, 2094-H, p. 31 ("*Regents*").)
50. *Regents* is informative. There, PERB held that a union's threatened strike constituted an unfair labor practice because, like here, the union made significant preparations to strike. (*Id.* at 34.) Among other things, the union took a highly publicized strike vote, for which the union overwhelmingly voted in favor, it provided members details about its pending strike, provided members with a strike manual, and published comments about the pending strike in the media. (*Id.*)
51. Here, like in *Regents*, the UAW has clearly indicated its strike is imminent. Like in *Regents*, UAW members who actually voted, voted overwhelmingly to strike, and UAW has indicated that its members should be prepared to strike imminently. Indeed, in advertising the strike, UAW told its members to be prepared to strike the day the vote ended. Further, the FAQs UAW published on its website amount to a detailed strike manual, explaining how the strike will be conducted, the amount UAW will pay its members while on strike, and more. (**Exhibit N**, UAW Strike FAQs.) As in *Regents*, it is difficult to imagine pre-strike conduct more substantial than UAWs in this case.

B. The Union’s Strike Repudiates The No-Strike Clause In The Parties’ CBA In Direct Violation of HEERA

52. HEERA makes it unlawful for an exclusive representative such as UAW to “[r]efuse or fail to engage in meeting and conferring with the higher education employer.” (Gov. Code, §3571.1, subdivision (c).) It is well-settled that a party’s unilateral change to a matter within the scope of representation is considered “per se” violation of the duty to bargain because such unilateral action frustrates the bargaining process. (*City of Sacramento* (2013) PERB Decision No. 2351-M, p. 13 citing *Vernon Fire Fighters v. City of Vernon* (1980) 107 Cal.App.3d 802, 823; *San Mateo County Community College District* (1979) PERB Decision No. 94, p. 12.) To establish a prima facie case that a respondent employer made an unlawful unilateral change, a charging party union that exclusively represents a bargaining unit must prove that (1) the employer changed or deviated from the status quo; (2) the change or deviation concerned a matter within the scope of representation; (3) the change or deviation had a generalized effect or continuing impact on represented employees’ terms or conditions of employment; and (4) the employer reached its decision without first providing adequate advance notice of the proposed change to the union and bargaining in good faith over the decision, at the union’s request, until the parties reached an agreement or a lawful impasse. (*Bellflower Unified School District* (2021) PERB Decision No. 2796, p. 9 citing *County of Merced* (2020) PERB Decision No. 2740-M, pp. 8-9.) The same standard for unilateral change violations by employers applies to allegations of unlawful unilateral changes by unions. (*See Regents of the University of California* (2010) PERB Decision No. 2105-H, at p. 6.)

53. Here, as set forth above, the parties’ CBAs all have no-strike clauses. Those CBAs are currently in effect. Accordingly, it is undisputed that UAW’s strike is in direct contravention of the no-strike provisions in the parties’ CBAs. UAW’s blatant breach of the no-strike clauses in the CBAs constitutes a *per se* violation of its duty to bargain, and constitutes an unfair practice.

C. The Union Cannot Hide Behind An Unfounded Unfair Practice Charge To Avoid Its No-Strike Promise

54. The Union seems to take the position that alleged unfair labor practices give it carte blanche to disregard a no-strike promise and strike whenever it chooses. This is not the law, nor do the alleged unfair practices at issue in UAW’s charge justify UAW’s strike.

a. The Union Can Point To No PERB Holding Allowing It To Repudiate Its No Strike Promise

55. In striking, UAW argues that it should be able to repudiate the CBAs’ no-strike provision under U.S. Supreme Court and National Labor Relations Board

holdings. PERB has never adopted these holdings and should not do so in this case. The Union agreed to a no-strike provision in its CBAs with the University. Under the terms of those agreements, employees have clear grievance procedures for addressing conduct employees believe violate the CBA. They also have the right to bring charges before PERB for practices they believe violate HEERA. PERB has never—nor should it now—allow a union to sidestep promises in its collective bargaining agreements to advance a political and social agenda.

b. UAW’s Strike Does Not Involve “Serious” Unfair Practices

56. Even assuming, *arguendo*, that as UAW maintains, the federal standard for avoiding no-strike provisions applies, UAW’s unfair practice charges do not meet it.² To do so, UAW’s strike must be over “serious” unfair practices as that term has been interpreted by the courts. The courts and NLRB have considered an unfair practice to be “serious” only if it is “destructive of the foundation on which collective bargaining must rest.” (*Servair, Inc. v. N.L.R.B.* (9th Cir. 1984) 726 F.2d 1435, 1441.) For example, in *Servair, Inc.*, the court found that the employer’s illegal discharge of a union organizer was a flagrant violation of the law. (*Id.* at p. 1442.) In contrast, an employer’s good faith but mistaken interpretation of a management right’s clause cannot be found to be a “serious” violation. (*Caterpillar Tractor Co. v. N.L.R.B.* (7th Cir.1981) 658 F.2d 1242.)
57. Here, it is anticipated that UAW will assert that the University’s response to the encampments at UCLA, UC San Diego, and UC Irvine constitute “serious” unfair practice violations. These arguments will fail for a number of reasons.
58. For starters, HEERA does not protect any of the conduct that UAW might allege constitute unfair practices. The individuals involved in the protest activity on campus were not acting within the course and scope of their employment, nor were they protesting the terms and conditions of their employment. As far as the University was aware, encampment protesters were students advocating for political change in the Middle East.
59. The protesters’ goals reinforce this conclusion. As detailed above, throughout protesters have presented similar demands. Broadly, they describe their protests as seeking public statements about the conflict in the Middle East, divestment of university investments from companies doing business with Israel, and a boycott of companies doing business with Israel. While, these goals and related protest activities may implicate students’ First Amendment rights (subject to the University’s applicable policies), they in no way implicate HEERA.
60. Indeed, the University was unaware if UAW members were even participating or

² UAW’s FAQs justifying its strike vote stated that “According to PERB case law severe unfair labor practices that go to the heart of a contract justify an unfair labor practice strike even when a no strikes clause is present in a contract.” (**Exhibit M**, Excerpt from UAW 4811 FAQs justifying strike.)

otherwise effected by the campus encampments. For instance, as noted above, when UCLA and UC Irvine experienced dueling protests between camping protester and counter-protestors, neither campus knew if UAW members participated on one, both, or no sides of the clashes. Both campuses made decisions regarding the encampments to protect the general welfare and rights of students and the broader community.³

61. The University was similarly unaware UAW members were participating in other protest activities. UAW did not initiate or organize the protests, nor were the protests about the terms of the UAW CBAs, the scope of work covered by UAW's contract, pay or benefits for UAW members, or other terms and conditions of employment. The protests focused on a political and social cause that has engendered passion, dissent, and disagreements across the University's community. The University strives to support the dialogues, debates, and disagreements that flow from these protests, but the protests do not implicate HEERA.
62. Yet even if the University engaged in unfair practices surrounding UAW's involvement in the protests—which it did not—the conduct is not so severe as to avoid UAW's no strike clauses. UAW may argue that conduct such as canceling class, closing campus buildings, writing faculty to prepare for a potential strike, student discipline, and even failing to follow applicable time place and manner policies allows the Union to walk away from its promise not to strike. The Union's argument fails.
63. First, the Union granted the University the authority in the CBAs' managements rights clauses to make many of the changes to which the Union might point as unlawful changes. As noted above, in the CBAs, the University retained exclusive control over setting work locations, scheduling, and the ability to modify policies related to workplace conduct and safety. Any alleged change to policies, teaching time and location fall squarely under these management rights provisions.
64. The other conduct outlined in the Union's charge fares no better. The University has not subjected any UAW members to employment discipline related to strike activities (the protests were unrelated to UAW members employment), its communications with faculty relating to a potential strike in no way intimidated or deterred concerted activity, and it acted lawfully in responding to protest activities at its campus.

³ One of the more inflammatory allegations by UAW is that UCLA—in handling counter-protests on April 30—approved of, or condoned, the attack on campers by assailants. UAW has also accused UCLA of intentionally delaying its response to the attack in order to allow it to continue. The University denies these allegations in the strongest terms. The University and UCLA did not approve or condoned the violence that occurred on April 30, 2024. UCLA's goal throughout—like all other campuses—has been to maintain peace so that community members with differing views can express their positions.

65. Yet, regardless, to constitute a “serious violation” that would avoid a no-strike provision, an entity’s conduct must be “destructive of the foundation on which collective bargaining must rest.” Nothing UAW could allege against the University rises to this level of destruction. Indeed, if anything, UAW—not the University—has engaged in conduct that threatens to seriously damage the foundation on which collective bargaining must rest. The parties engaged in lengthy, sometimes contentious, negotiations to reach contracts. In exchange for a no-strike promise (and the labor peace this provision brings), the University agreed to increased compensation, more robust benefits, discounted tuition to receive a degree from a world-class institution, and processes for raising and resolving grievance with the University. UAW’s strike shows an utter disregard for this process and the obligations that flow from it. In striking, the Union seeks the benefits the University agreed to provide, without honoring its end of the bargain. Its members remain free to protest; but they agreed not to strike during the terms of their CBAs. This promise should be honored and enforced.
66. In ignoring the no-strike clauses in its CBAs, the Union is unilaterally changing the terms of its agreement with the University. This is a clear violation of HEERA. (Gov. Code, §3571.1, subdivision (c).) UAW’s conduct also violates, either directly or derivatively, Government Code sections 3571.1, subdivisions (d) and (g). UAW has engaged in an unfair practice and must be held accountable.

D. UAW’s Deliberate Refusal To Provide Notice Of Its Strike Violates The Union’s Duty To Bargain In Good Faith

67. PERB has long held that “. . . there is a significant public interest at stake in ensuring minimal disruption to the delivery of educational services as a result of labor disputes.” (*San Ramon Valley Unified School District* (1984) PERB Order No. IR-46, p. 14.) Accordingly, particularly in education settings, strikes that occur “without adequate notice to the employer, would constitute an unlawful pressure tactic in breach of the employee organization’s duty to negotiate in good faith” (*Id.* at 15.)
68. Here, UAW has deliberately concealed when and where it will strike. As its President has told numerous media outlets, it will announce strikes “only at the last minute, in order to maximize chaos and confusion for the employer.” This will be particularly harmful to students given when the strikes will fall in most campuses’ academic calendars with finals and commencement approaching. The Union’s stated objectives for the strike of sowing chaos, thus, directly contradicts PERB law, and amounts to an additional unfair practice that must end.

VI. REQUEST FOR EXPEDITED PERB PROCESSING

69. Pursuant to PERB Regulation 32147, the University respectfully requests (and will file a separate motion) that PERB expedite processing of this Unfair Practice Charge at all divisions. PERB should expedite this matter pursuant to PERB

Regulation 32147(b)(2)(G). The unlawful strike is having a significant, negative impact on University students and research. It deprives students of valuable instructional time, disrupts students' final exams, prohibits students from completing their course credits to graduate on time, and derails important, time-sensitive research. This damage to other members of the University community increases every day the unlawful strike continues. For this reason, expedited processing is warranted.

VII. RELIEF REQUESTED

1. An ORDER finding that the work stoppage at University campuses constitutes an illegal strike, a unilateral change in the parties Agreements, and an unfair practice;
2. An ORDER to UAW and its bargaining unit members to cease and desist from engaging in any current strike activities, and refrain from any future strikes that violate the no-strike provision in its CBAs;
3. An ORDER directing UAW to post a notice at all places where notices to UAW bargaining unit members are customarily posted stating that UAW violated the HEERA. If UAW regularly communicates with bargaining unit members electronically, UAW should also be ordered to transmit the notice to employees electronically in the same manner;
4. A finding that UAW's violations of the CBAs were willful and sufficiently egregious to warrant the imposition of additional sanctions, including the payment of attorneys' fees and costs incurred by the University;
5. An ORDER expediting processing of this Unfair Practice Charge at all divisions;
6. If requested, to seek an injunction to prevent UAW from engaging in illegal strikes at University campuses; and
7. Any other relief the Board deems just and proper.

PERB Received
05/27/24 12:40 PM

Declaration (PERB Reg. 32640(c))

I, Melissa Matella, declare as follows:

I am the Associate Vice President, Systemwide Employee and Labor Relations, at the University of California and am authorized to make this declaration. I declare under penalty of perjury under the laws of the State of California, that I have read the unfair practice charge in the above PERB charge (The Regents of the University of California v. The United Automobile, Aerospace and Agricultural Implement Workers of America Local 4811, PERB Case No. to be assigned) and believe it to be true and complete to the best of my knowledge and belief.

5/17/2024

Oakland

Executed this ___ day of 17th day of May 2024, at _____, California.

DocuSigned by:

Melissa Matella

803191E0AF714B6...

Melissa Matella

Associate Vice President
Systemwide Employee and Labor Relations
University of California

EXHIBIT A

**ARTICLE 18
MANAGEMENT AND ACADEMIC RIGHTS**

- A.** All management functions, rights, and prerogatives, including, without limitation the exercise of academic judgment that have not been expressly modified or restricted by a specific provision of this Agreement, are retained and vested exclusively in the University and may be exercised by the University at its sole discretion. Such management functions and rights, and prerogatives include the right:
1. to determine, establish, direct, and control the University's mission, objectives, priorities, organizational structure, programs, services, activities, operations and resources;
 2. to recruit, appoint, reappoint, not reappoint, and transfer unit members and to determine and modify the size and composition of the work force;
 3. To determine and modify job qualifications, requirements, classifications, and descriptions;
 4. To determine or modify the number, scheduling, responsibilities, and assignment of GSRs including to direct, assign, train, and otherwise supervise unit employees;
 5. to establish and modify standards of workplace conduct and to discipline or discharge unit members for just cause, subject to Article 7 - Discipline and Dismissal;
 6. to determine the standards of workplace performance for GSRs and establish and modify the processes and criteria by which unit members will be evaluated in their work performance;
 7. to establish and modify rules, regulations, and policies and safety procedures;
 8. to introduce new or improved methods, programs, equipment, or facilities or change or eliminate existing methods, equipment, or facilities;
 9. to establish or modify the academic and work calendar, including holidays and holiday scheduling;
 10. to determine the work location or relocation, reorganization, or discontinuance of operations;

11. to establish University policies, rules, and regulations and to require GSRs to observe them;
 12. to determine and manage campus housing pursuant to University policies;
 13. to determine cost and coverage of student benefits including health, dental, vision, and other medical insurance and prescription drug policies;
 14. to select all insurance carriers and to change carriers from time to time;
 15. to establish, administer or modify procedures, rules and regulations that direct and control the University's operations; and to determine the methods and means by which operations are to be carried on;
 16. to determine projects or programs and have the sole right to discontinue or alter projects or programs including the determination of whether GSRs should be laid off;
 17. to establish, maintain, modify, and enforce standards of workplace performance, conduct, order and safety;
 18. to assign GSR's individual work locations;
 19. to investigate and determine matters of research and/or scholarly misconduct;
 20. to investigate and determine matters of sexual harassment, discrimination and personal misconduct;
 21. to determine the research topics, goals and approaches, and the qualifications of personnel required to perform the research;
 22. to determine all aspects of presentations and publications resulting from the research and scholarly activities overseen and supervised by principal investigators.
- B.** The Agreement is limited to all matters within the "scope of representation." The collective bargaining agreement solely regulates the wages, hours, and terms and conditions of employment for GSRs, pursuant to HEERA. With this understanding, the University retains sole discretion and authority over issues related to academic judgment and student matters, including but not limited to: academic standards for student admission; student grading, courses, curriculum, and degree requirements; research methodology, presentation, and publication; financial aid, tuition and fees; financial support to students, including, but not limited to application, selection,

funding, administration, usage, accountability and termination and all matters related thereto; creation and/or continuation of all policies pertaining to unit members' status as students including Student Code of Conduct, student discipline, and student housing.

C. NON-EXCLUSIVITY

The above enumerations of management and academic rights are not inclusive and do not exclude other management and academic rights not specified, nor shall the exercise or non-exercise of rights retained by the University be construed to mean that any right is waived.

D. GRIEVANCE/ARBITRATION

No action taken by the University with respect to a management or academic right shall be subject to the grievance or arbitration procedure or collateral suit unless the exercise thereof violates an express written provision of this Agreement.

**ARTICLE 19
NO STRIKES**

- 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 agrees 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.
- E. Nothing herein constitutes a waiver of the University's right to seek appropriate legal relief in the event of a violation of this article.

EXHIBIT B

**ARTICLE 19
MANAGEMENT AND ACADEMIC RIGHTS**

- A. All management functions, rights, and prerogatives, including, without limitation the exercise of academic judgment that have not been expressly modified or restricted by a specific provision of this Agreement, are retained and vested exclusively in the University and may be exercised by the University at its sole discretion. Such management functions and rights, and prerogatives include the right:
1. to determine, establish, direct, and control the University's mission, objectives, priorities, organizational structure, programs, services, activities, operations and resources;
 2. to recruit, appoint, reappoint, not reappoint, and transfer unit members and to determine and modify the size and composition of the work force;
 3. to establish and administer procedures, rules and regulations, and direct and control University operations;
 4. to introduce new or improved methods, programs, equipment, or facilities or change or eliminate existing methods, equipment, or facilities;
 5. to determine the work location or relocation, reorganization, or discontinuance of operations;
 6. to determine and modify job qualifications, requirements, classifications, and descriptions;
 7. to determine or modify the number, scheduling, responsibilities, and assignment of ASEs including to direct, assign, train, and otherwise supervise unit employees;
 8. to establish and modify standards of workplace conduct and to discipline or discharge unit members for just cause, subject to Article 8, Discipline and Dismissal;
 9. to establish, maintain, modify and enforce standards of workplace performance, conduct, order and safety;
 10. to determine the standards of workplace performance for ASEs and establish and modify the processes and criteria by which unit members will be evaluated in their work performance;
 11. to establish and modify rules, regulations, and policies and safety procedures;
 12. to establish or modify the academic and work calendars, including holidays and holiday scheduling;
 13. to assign ASE's individual work locations;
 14. to schedule hours of work;
 15. to recruit, hire, or transfer;
 16. to determine how and by whom instruction is delivered;
 17. to introduce new methods of instruction;
 18. to determine and manage campus housing pursuant to University policies;
 19. to determine cost and coverage of student benefits including health, dental, vision, and other medical insurance and prescription drug policies;
 20. to select all insurance carriers and to change carriers from time to time;
 21. to investigate and determine matters of sexual harassment, discrimination and personal misconduct;

22. or to subcontract all or any portion of any operations;
23. and to exercise sole authority on all decisions involving academic matters.

B. Decisions regarding who is taught, what is taught, how it is taught and who does the teaching involve academic judgment and shall be made at the sole discretion of the University.

C. The Agreement is limited to all matters within the “scope of representation.” The collective bargaining agreement solely regulates the wages, hours, and terms and conditions of employment for ASEs, pursuant to HEERA. With this understanding, the University retains sole discretion and authority over issues related to academic judgment and student matters, including but not limited to: academic standards for student admission; student grading, courses, curriculum, and degree requirements; research methodology, presentation, and publication; financial aid, tuition and fees; financial support to students, including, but not limited to application, selection, funding, administration, usage, accountability and termination and all matters related thereto; creation and/or continuation of all policies pertaining to unit members’ status as students including Student Code of Conduct, student discipline, and student housing.

D. NON-EXCLUSIVITY

The above enumeration of management and academic rights is not exhaustive and does not exclude other management and academic rights not specified herein, nor shall the exercise or non-exercise of rights constitute a waiver of any such rights by the University.

E. GRIEVANCE/ARBITRATION

No action taken by the University with respect to a management or academic right shall be subject to the grievance or arbitration procedure or collateral suit, unless the exercise thereof violates an express written provision of this agreement.

**ARTICLE 20
NO STRIKES**

- 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 agrees 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 employee who violates this article shall be subject to discipline up to and including termination of employment.
- 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 unit members engaged in prohibited activity must cease such activity and immediately return to work.
- D. SYMPATHY STRIKES**
1. The UAW shall not call, promote or engage in a sympathy strike in support of another UC union or bargaining unit.
 2. Under this section, individual ASEs retain rights of free expression including their right to engage in activities in sympathy with other UC unions or bargaining units who are striking at the work location of the ASE. When ASEs exercise these rights and do not meet the expectation that they comply with the terms of their appointment, at the discretion of the University they may not be paid for work they do not perform and may be subject to discipline and dismissal.
- E.** Nothing herein constitutes a waiver of the University's right to seek appropriate legal relief in the event of a violation of this article.

EXHIBIT C

PERB Received
05/27/24 12:47 PM

UC → UAW
5/12/21
10:28am

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ARTICLE 13 MANAGEMENT AND ACADEMIC RIGHTS

- A.** The management of the University is vested exclusively in the University. The parties agree that all rights not specifically granted in this Agreement are reserved solely to the University. Except as otherwise provided in this Agreement, the UAW agrees that the University has the right to make and implement decisions relating to areas including but not limited to those enumerated below. For the purpose of this Agreement only, academic rights are those management rights exercised by faculty and academic administrators in the performance of their supervisory and mentoring responsibilities in the academic domain.
- B.** Except as otherwise provided in this agreement, the UAW agrees that the University has the right:
1. to establish, plan, direct and control the University's missions, programs, objectives, activities, resources, and priorities, including Affirmative Action plans and goals;
 2. to establish or modify the academic and work calendar, including holidays and holiday scheduling;
 3. to establish, administer, or modify procedures, rules and regulations that direct and control the University's operations; and to determine the methods and means by which operations are to be carried on;
 4. to introduce new or improved methods, programs, equipment, or facilities or change or eliminate existing methods, equipment, or facilities;
 5. to establish, maintain, modify, and enforce standards of workplace performance, conduct, order and safety,
 6. to determine the amount and timing of merit increases;
 7. to establish University rules and regulations and to require Postdoctoral Scholars to observe them;
 8. to determine and modify job classifications and job descriptions;
 9. to determine the location or relocation, reorganization, or discontinuance of operations; or subcontract all or any portion of any operation;
 10. to determine or modify the number, qualifications, scheduling, responsibilities and assignment of Postdoctoral Scholars;
 11. to discipline or dismiss Postdoctoral Scholars;
 12. to assign work locations and schedule hours of work;
 13. to recruit, appoint, reappoint, not reappoint, Postdoctoral Scholars and assign duties to them;
 14. to communicate with and mentor Postdoctoral Scholars in the course of daily activities;
 15. to investigate and determine matters of research and/or scholarly misconduct;

16. **to investigate and determine matters of sexual harassment, discrimination and personal misconduct;**
17. to determine the research topics, goals and approaches, and the qualifications of personnel required to perform the research;
18. to determine the standards of performance, the criteria by which performance is evaluated, and to evaluate the performance and progress of Postdoctoral Scholars;
19. to determine all aspects of presentations and publications resulting from the research and scholarly activities overseen and supervised by the faculty members.
20. **to require compliance with federal funding agency laws and policies governing research grant disclosures (e.g., disclosure of conflicts of interest, conflicts of commitment, affiliations) for each Postdoctoral Scholar (employee, fellow, and paid direct) participating in a federally funded research project if they are deemed to be key personnel by the PI or funding agency.**

C. NON EXCLUSIVITY

1. The above enumerations of management rights are not inclusive and do not exclude other management rights not specified, nor shall the exercise or non-exercise of rights retained by the University be construed to mean that any right is waived.
2. Nothing in this Agreement has limited the right of the University to consult with any Postdoctoral Scholar or Postdoctoral Scholar organization on any matter outside the scope of representation within the constraints imposed by HEERA.

D. GRIEVANCE/ARBITRATION

No action taken by the University with respect to a management and/or academic right shall be subject to the grievance or arbitration procedure or collateral suit, unless the exercise thereof violates an express written provision of this Agreement.

(AS)

UC → UAW 8/11/21

3:56 pm

ARTICLE 14 NO STRIKES

- 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 agrees that there shall be no strikes, including sympathy strikes, stoppages, 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 Postdoctoral Scholar who is absent from work without permission, or who abstains wholly or in part from the full performance of his or her 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.
 - 1. Such affirmative action shall include but not be limited to sending written notice to the home address of all unit members engaged in prohibited activity informing them that they must immediately return to work, and providing local news agencies and newspapers with a public written disavowal of the actions of the unit members.
 - 2. If the UAW performs in good faith and in a timely way all of the obligations of Section C.1., above, the UAW shall not be liable to the University for damages suffered as a result of the strike, except for such damages as are caused by the activities of officers of the UAW or with their assistance or consent
- D. Nothing herein constitutes a waiver of the University's right to seek appropriate legal relief in the event of a violation of this Article.
- E. Any discipline up to and including discharge arising out of the violation of this provision shall be in accordance with Article 5 -- Discipline and Dismissal.

EXHIBIT D

ARTICLE 13 MANAGEMENT AND ACADEMIC RIGHTS

- A. The management of the University is vested exclusively in the University. The parties agree that all rights not specifically granted in this Agreement are reserved solely to the University. Except as otherwise provided in this Agreement, the UAW agrees that the University has the right to make and implement decisions relating to areas including but not limited to those enumerated below. For the purpose of this Agreement only, academic rights are those management rights exercised by faculty and academic administrators in the performance of their supervisory responsibilities in the academic domain.
- B. Except as otherwise provided in this Agreement, the UAW agrees that the University has the right to:
1. establish, plan, direct and control the University's missions, programs, objectives, activities, resources, and priorities, including Affirmative Action plans and goals;
 2. establish or modify the academic and work calendar, including holidays and holiday scheduling;
 3. establish, administer or modify procedures, rules and regulations that direct and control the University's operations; and to determine the methods and means by which operations are to be carried on;
 4. introduce new or improved methods, programs, equipment, or facilities or change or eliminate existing methods, equipment, or facilities;
 5. determine projects or programs and have the sole right to discontinue or alter projects or programs including the determination of whether Aacademic Rresearchers should be laid off;
 6. establish, maintain, modify, and enforce standards of workplace performance, conduct, order and safety;
 7. determine the amount and timing of merit increases;
 8. establish University rules and regulations and to require Aacademic Rresearchers to observe them;
 9. determine and modify job classifications and job descriptions;
 10. determine the location or relocation, reorganization, or discontinuance of operations; or subcontract all or any portion of any operation;
 11. determine or modify the number, qualifications, scheduling, responsibilities and assignment of Aacademic Rresearchers;
 12. counsel, discipline, or dismiss Aacademic Rresearchers;
 13. assign work locations and schedule hours of work;

14. recruit, appoint, reappoint, not reappoint or transfer, Aacademic Rresearchers and assign duties to them;
15. communicate with Aacademic Rresearchers in the course of daily activities;
16. investigate and determine matters of research and/or scholarly misconduct;
17. investigate and determine matters of sexual harassment, discrimination and personal misconduct;
18. determine the research topics, goals and approaches, and the qualifications of personnel required to perform the research;
19. determine the standards of performance, the criteria by which performance is evaluated, and to evaluate the performance and progress of Aacademic Rresearchers;
20. determine all aspects of presentations and publications resulting from the research and scholarly activities overseen and supervised by principal investigators; and
21. determine the Aacademic Rresearchers who will have principal investigator status either as a matter of right or by exception.

C. NON EXCLUSIVITY

The above enumerations of management and academic rights do not exclude other management and academic rights not specified, nor shall the exercise or non-exercise of rights retained by the University be construed to mean that any right is waived. The foregoing provisions shall not preclude consultation with Aacademic Rresearchers through normal academic channels.

D. GRIEVANCE/ARBITRATION

No action taken by the University with respect to a management and/or academic right shall be subject to the grievance or arbitration procedure or collateral suit, unless the exercise thereof violates an express written provision of this Agreement.

**ARTICLE 15
NO STRIKES**

- 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 agrees that there shall be no strikes, including sympathy strikes, stoppages, 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 Academic Researcher who is absent from work without permission, or who abstains wholly or in part from the full performance of his or her 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.

 - 1. 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 they must immediately return to work, and providing local news agencies and newspapers with a public written disavowal of the actions of the unit members.
 - 2. If the UAW performs in good faith and in a timely way all of the obligations of Section C.1., above, the UAW shall not be liable to the University for damages suffered as a result of the strike, except for such damages as are caused by the activities of officers of the UAW or with their assistance or consent.
- D.** Nothing herein constitutes a waiver of the University's right to seek appropriate legal relief in the event of a violation of this Article.
- E.** Any discipline up to and including discharge arising out of the violation of this provision shall be in accordance with Article 6 - Corrective Action and Dismissal.

EXHIBIT E

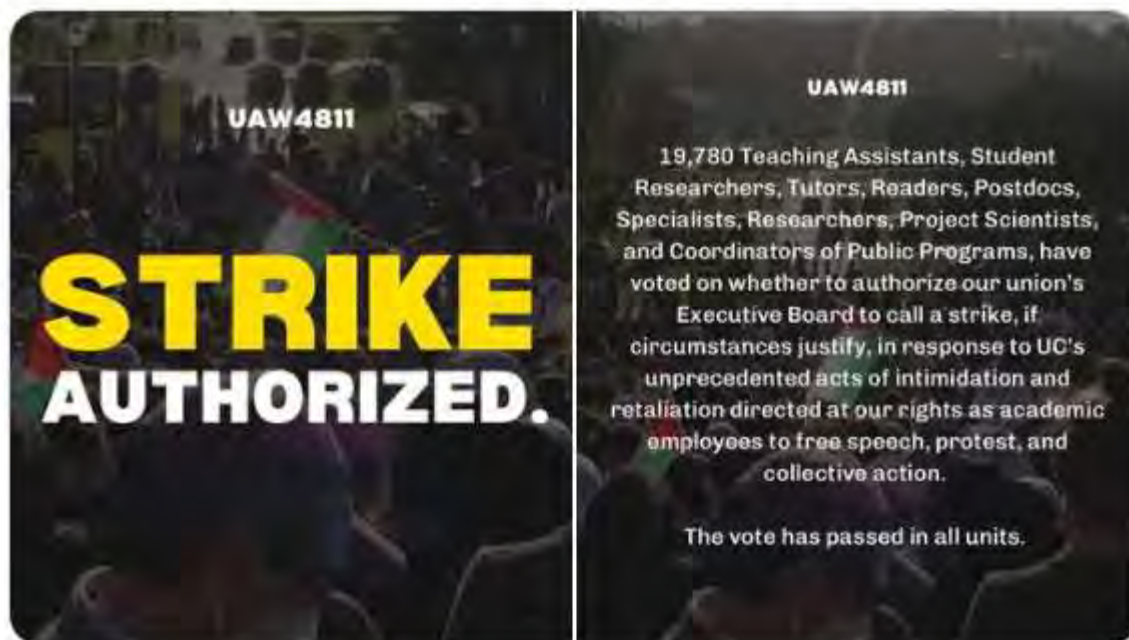


UAW 4811

@uaw_4811



UAW 4811 members have voted by a super majority to authorize a strike.



7:06 PM · May 15, 2024 · 5,668 Views



CALIFORNIA

‘Maximize chaos.’ UC academic workers authorize strike, alleging rights violated during protests



Unionized UC academic workers picket in November 2022. Members of United Auto Workers Local 4811 authorized a strike Wednesday, alleging that their rights were violated by actions against pro-Palestinian protests. (Christina House / Los Angeles Times)

By Jaweed Kaleem and Suhauna Hussain

The union representing 48,000 graduate student teaching assistants, researchers and other academic workers across the University of California's 10 campuses has voted to authorize a strike, alleging that its workers' rights have been violated at several universities by actions against pro-Palestinian protests, union leaders announced.

The potential walkouts, which are still being planned, were approved by 79% of the 19,780 members of the United Auto Workers Local 4811 who voted. The strike vote comes as campuses throughout the UC system have been roiled by tension and protests over the Israel-Hamas war, including a violent mob attack on a pro-Palestinian encampment at UCLA and the [arrest of 50 protesters](#) at UC Irvine on Wednesday.

Union leaders said they intend to provide more details Friday morning. The union has rebuked UCLA, UC San Diego and UC Irvine for what it says are unfair crackdowns on pro-Palestinian protesters, including union members. Any walkouts would come at a particularly critical time in the academic year as finals are approaching and grades will be due before commencements.



CALIFORNIA

Police arrest 50 at UC Irvine after sweeping protest camp, clearing barricaded building

1 hour ago

Rafael Jaime, the union's co-president and a PhD candidate in UCLA's English department, said the goal would be to "maximize chaos and confusion" at universities where the union alleges officials have violated workers' rights over workplace conditions during student protests against the Israel-Hamas war.

"Our members have been beaten, concussed, pepper sprayed, both by counterprotesters and by police forces. As a union, it is our responsibility to stand beside them," the union said in a statement. "In order to de-escalate the situation, UC must substantively engage with the concerns raised by the protesters — which focus on UC's investments in companies and industries profiting off of the suffering in Gaza."

The vote came after the union [filed charges with the state labor board](#) over the arrests of pro-Palestinian graduate student protesters at UCLA and suspensions and other discipline at UC San Diego and UC Irvine. The complaint accuses the universities of retaliating against student workers and unlawfully changing workplace policies to suppress pro-Palestinian speech.

Internal and external investigations are underway at UCLA.

In a letter sent to graduate student workers on Wednesday, the University of California warned students against striking, citing a no-strike clause in the union's contract.

“The university’s position is that the union’s strike is unlawful . . .

Participating in the strike does not change, excuse, or modify, an employee’s normal work duties or expectations. And, unlike a protected strike, you could be subject to corrective action for failing to perform your duties,” the unsigned letter from the UC office of the president said.

The letter defended calling police to campuses.

“We have a duty to ensure that all speech can be heard, that our entire community is safe, and that our property and common areas are accessible for all. These duties require the UC to take action when protests endanger the community and violate our shared norms regarding safe behavior and the use of public spaces. Importantly, UC’s actions have not been tied to negotiations with UAW or any employment issues whatsoever,” it said.

The academic workers’ strike would be modeled after last year’s “stand up” strikes against Ford, Stellantis and General Motors and similar to [recent strikes at Southern California hotels](#). The walkouts would not target all campuses at once, Jaime said, but one by one based on how receptive administrations are to pro-Palestinian activists. He said strikes could run for any length of time through the end of June.

UC Riverside and UC Berkeley have reached agreements with protesters to end encampments and explore divestment from weapons companies. Leaders at those universities have rejected calls to target Israel

specifically or for academic boycotts against exchange programs and partnerships with Israeli universities.

While some Jewish students have supported pro-Palestinian protests, national Jewish groups have criticized the divestment push, saying it is antisemitic because it aims to delegitimize the only predominantly Jewish nation.

In November and December 2022, the union walked out for six weeks, [winning significant improvements](#) in wages and working conditions and energizing a surge of union activism among academic workers across the nation.

Before the strike vote results came out, the University of California said the union was inappropriately flexing its muscle on a political issue. Heather Hansen, a spokeswoman for the UC office of the president, said the union was setting a “dangerous precedent that would introduce non-labor issues into labor agreements.”



CALIFORNIA

UCLA chancellor faces growing faculty criticism, no-confidence vote, after weeks of turmoil

May 11, 2024

The disagreement hinges on whether student workers such as Jaime, who was part of pro-Palestinian protests at UCLA the night a violent

mob attacked the encampment, are striking over a “workplace issue or political speech,” said John Logan, a professor in the department of labor and employment studies at San Francisco State University.

“The contract between UAW and UC does include language on academic freedom, but the university could say, ‘Yes, speech is protected, but the actions you engaged in go far beyond speech, preventing students from getting into [a] library or other campus [areas] that are not protected,’” Logan said.

In a letter released after the vote, the vice chair of the University of California Academic Senate said that faculty could opt to join the strikes in support of academic workers but would risk losing pay. The letter from UC Academic Chair James A. Steintrager said faculty “cannot be required to take on additional responsibilities for teaching related to a work stoppage”



CALIFORNIA

UC Berkeley to consider divesting from weapons makers as pro-Palestinian protesters break camp

May 15, 2024

Professors have “have the right to strike and to respect the picket line by, for example, not entering classroom buildings that are picketed,” said Steintrager, a UC Irvine professor of English, Comparative Literature

and European Languages. “However, if the strike is determined to be unlawful, any sympathy strike would be unlawful as well.”

The union did not give a campus-by-campus breakdown of support for the vote but said it would consider levels of support in choosing which campuses to call up to strike. About 41% of the total membership voted.

As college presidents across the country have faced criticism for calling in police in riot gear to clear pro-Palestinian encampments, the move to threaten a strike is [one of the biggest actions by an American labor union in support of Palestinians](#).

Some members said they believed the union’s criticism of the campus protest crackdown did not go far enough. Many student protesters have called for campus police to be defunded or for universities to vow to never again call municipal police to campus. The union did not include those issues in its strike-related demands.

“It’s really disappointing to me as a Black person that the union did not take a strong stance on policing and racial profiling on campus,” said Gene McAdoo, a doctoral student in the UCLA School of Education and Information Studies. “They portray themselves as radical, yet aren’t on this issue.”



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CALIFORNIA

Sonoma State president on leave for ‘insubordination’ after supporting anti-Israel boycott, divestment

5 minutes ago

McAdoo still voted in support, he said, because “withholding our labor gives us a lot of power and leverage to push the UC administration to meet demands for divestment. That is the ultimate goal of this movement. But I also know that there is an undercurrent of folks who are still pushing for cops off campus.”

It’s not the first time UAW workers have pushed for divestment. In 1973, Arab American workers in Detroit auto plants [walked off the job](#) in protest of the union’s investment in Israeli bonds.

But for a union to vote on a strike while a contract is in place is “unheard of in modern times,” said Jeff Schuhrke, a labor historian who teaches at SUNY Empire State University.

While the union demands on academic freedom, free speech and protection from violence could arguably center on workplace conditions, they also explicitly support protesters’ calls for divestment.

The strike vote “is not about economics. It’s not about a raise, or more benefits. It’s political,” Schuhrke said.

The professor said that harked back to the origins of the student labor movement, when the first graduate unions formed in the 1960s during the campus free speech and antiwar movements.

AFT Local 1570, a union of teaching assistants formed at UC Berkeley in the throes of the campus free speech movement, voted in 1966 to strike against the University of California in response to police arresting students conducting a sit-in around a U.S. Navy recruitment table on campus.

The Teaching Assistants' Assn. at University of Wisconsin-Madison, which grew out of the anti-draft sit-in and campus demonstrations against Dow Chemical for its role in production of napalm and other weapons for the Vietnam War, is the oldest graduate union still in existence in the U.S.

“The graduate union movement is coming full circle,” Schuhrke said.

More to Read

UC rejects calls for Israel-related divestment, boycott driving pro-Palestinian protests

April 27, 2024



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5/27/24 12:47 PM

At USC, arrests. At UCLA, hands off. Why pro-Palestinian protests have not blown up on UC campuses

April 26, 2024



Photos: Tensions grow as pro-Palestinian demonstrations on college campuses continue

May 1, 2024



Jaweed Kaleem

Jaweed Kaleem is a national correspondent at the Los Angeles Times. Based in L.A. with a focus on issues outside of California, he has traveled to dozens of states to cover news and deeply reported features on the complexity of the American experience. His articles frequently explore race, religion, politics, social debates and polarized society. Kaleem was previously based in London, where he was a lead news writer on Russia's war on Ukraine and spearheaded European coverage for the Times, including the Global California initiative. Before joining The Times in 2016, he reported on religion for HuffPost and the Miami Herald, where he was a member of a Pulitzer Prize finalist team recognized for coverage of Haiti. His reporting has also received awards from the Society of Professional Journalists, the Society for Features Journalism, the Asian American Journalists Assn., the South Asian Journalists Assn. and the National Headliner Awards.



Suhauna Hussain

Suhauna Hussain is a business reporter covering California labor and workplace issues for the Los Angeles Times.

University of California Workers Authorize Union to Call for Strike Over Protest Crackdowns

A union representing about 48,000 academic workers said that campus leaders mishandled pro-Palestinian demonstrations. The vote gives the union's executive board the ability to call a strike at any time.



By Jonathan Wolfe

Reporting from Los Angeles

Published May 15, 2024 Updated May 16, 2024, 1:20 a.m. ET

Unions are known for fighting for higher pay and workplace conditions. But academic workers in the University of California system authorized their union on Wednesday to call for a strike over something else entirely: free speech.

The union, U.A.W. 4811, represents about 48,000 graduate students and other academic workers at 10 University of California system campuses and the Lawrence Berkeley National Laboratory. Its members, incensed over the university system's handling of campus protests, pushed their union to address grievances extending beyond the bread-and-butter issues of collective bargaining to concerns over protesting and speaking out in their workplace.

The strike authorization vote, which passed with 79 percent support, comes two weeks after dozens of counterprotesters attacked a pro-Palestinian encampment at the University of California, Los Angeles, for several hours without police intervention, and without arrests. Officers in riot gear tore down the encampment the next day and arrested more than 200 people.

The vote does not guarantee a strike but rather gives the executive board of the local union, which is part of the United Auto Workers, the ability to call a strike at any time. Eight of the 10 University of California campuses still have a month of

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instruction left before breaking for summer.

The union said it had called the vote because the University of California unilaterally and unlawfully changed policies regarding free speech, discriminated against pro-Palestinian speech and created an unsafe work environment by allowing attacks on protesters, among other grievances.

“At the heart of this is our right to free speech and peaceful protest,” Rafael Jaime, the president of U.A.W. 4811, said in a statement after the vote. “If members of the academic community are maced and beaten down for peacefully demonstrating on this issue, our ability to speak up on all issues is threatened.”

A spokeswoman for the University of California president’s office said in a statement that a strike would set “a dangerous precedent that would introduce nonlabor issues into labor agreements.”

“To be clear, the U.C. understands and embraces its role as a forum for free speech, lawful protests and public debate,” said the spokeswoman, Heather Hansen. “However, given that role, these nonlabor-related disputes cannot prevent it from fulfilling its academic mission.”

There are still several active encampments at University of California campuses, including U.C. Merced, U.C. Santa Cruz and U.C. Davis. On Tuesday, protesters at U.C. Berkeley began dismantling their encampment after reaching an agreement with university officials.



Pro-Palestinian demonstrators at the University of California, Berkeley, began dismantling their encampment on Tuesday after reaching an agreement with school officials. Santiago Mejia/San Francisco Chronicle, via Associated Press

In a letter to the protesters on Tuesday, Berkeley's chancellor, Carol Christ, said that the university would begin discussions around divestment from certain companies and that she planned to publicly support "efforts to secure an immediate and permanent cease-fire" by the end of the month. But she said that divestment from companies that do business with, or in, Israel was not within her authority.

After packing up their tents, some of the Berkeley protesters traveled on Wednesday to U.C. Merced to attend a meeting held by the University of California governing board. More than 100 people signed up to give public comment, and nearly all of those who spoke about the protests criticized the handling of them by university administrations.

The strike authorization vote enables what is known as a "stand-up" strike, a tactic that was first employed by the United Auto Workers last year during its contract negotiations with General Motors, Ford Motor and Stellantis. Rather than calling

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on all members to strike at once, the move allows the local union's executive board to focus strikes on certain campuses or among certain groups of workers, to gain leverage.

Mr. Jaime, the U.A.W. 4811 president, said before the vote that the union would use the tactic to "reward campuses that make progress" and possibly call strikes at those that don't. He added that the union would announce the strikes "only at the last minute, in order to maximize chaos and confusion for the employer."

The union said on Wednesday that its executive board would announce later this week if it was calling for strikes.

Tobias Higbie, a professor of history and labor studies at U.C.L.A., said that while striking for free speech was unusual, it wasn't unheard-of. The academic workers' union is also largely made up of young people, who have been far more receptive to organized labor than young people in even the recent past, he said.

"It points to how generational change is not only impacting workplaces, but it's going to impact unions," Mr. Higbie said. "Young members are going to make more and more demands like this on their unions as we go forward over the next couple of years, and so I think it's probably a harbinger of things to come."

Jill Cowan contributed reporting.

Jonathan Wolfe is a senior staff editor on the newsletters team at The Times. More about Jonathan Wolfe

EXHIBIT F



Carol T. Christ

CHANCELLOR

200 California Hall #1500
Berkeley, CA 94720-1500
510 642-7464
chancellor@berkeley.edu
chancellor.berkeley.edu

Foundation and Endowment related commitments

I agree to support a comprehensive and rigorous examination of our investments and our socially responsible investment strategy. Such a process will include:

- **UC Berkeley Foundation ESG Committee Requests:** I will ask the Executive Committee of the Foundation, at its May meeting, to expedite the process for the ESG committee to hear concerns regarding the investment of a targeted list of companies due to their participation in weapons manufacturing, mass incarceration, and/or surveillance industries. If the ESG Subcommittee determines that the issue appears serious enough to consider divestment, the Subcommittee will consult with the Chancellor's Office, the Academic Senate, the Associated Students of University of California, and the Graduate Assembly (or its subsequent entity), to establish a task force with relevant expertise, including faculty, undergraduate and graduate students, staff, and Trustees. Assuming the ESG votes in favor of creating a task force, I will request that it be convened no later than June 30, 2024. The task force would consider divestment based on the 5 criteria noted in the Berkeley Foundation's divestment guidelines.[3]
 - I will urge the UC Berkeley Foundation to disclose the ESG In Action Report annually. This document should strive to include the size and scope of industry-specific investments.
- **UC Berkeley Divestment Task Force:** If the UCBF ESG does not vote in favor of creating a task force, I will immediately (by June 14th) constitute a task force made up of students, faculty, and staff to develop recommendations regarding industry specific or company specific divestments to present to the UCBF ESG Chair.
 - I acknowledge the UCB Divest Coalition demand is full divestment from Israel. As stated by the University of California Office of the President, such divestment is not permissible. In no way may any criteria established limit in any way investing in companies on the basis of whether or not they do business with or in Israel. To respond to the urgency of this moment as well as the demands, the task force will begin by immediately addressing industry-specific divestment, which will include, but is not limited to, weapons manufacturing, mass incarceration, and surveillance industries. The task force shall produce its report on this first phase by September 1, 2024 in time for consideration at the ESG Subcommittee's Fall 2024 meeting. The report will be published publicly on a UCB website.
- **UC Regents Endowment Request:** I will encourage the Chair of the Regents Investment Committee to develop a framework to consider ethical issues concerning investment and any changes in investment strategy. Such a framework should involve broad-based engagement with the community.
- **Encampment:** I respectfully ask that the UCB Divest Coalition respond with your plan and timeline for decampment.

Carol T. Christ

Signed by Carol T. Christ on May 5, 2024



Carol T. Christ

CHANCELLOR

200 California Hall #1500
Berkeley, CA 94720-1500
510 642-7464
chancellor@berkeley.edu
chancellor.berkeley.edu

May 14, 2024

Dear Free Palestine Encampment,

Thank you for taking the time to meet with me and members of campus leadership to discuss the UCB Divest Coalition's demands. I found many of the conversations quite valuable and I want to recognize your efforts to maintain a professional, organized, and productive approach during a very difficult time. In addition, I want to again acknowledge your efforts to peacefully protest the extraordinary death and destruction in Gaza. I, too, am concerned about the horrific killing of tens of thousands of Palestinians as well as the destruction of the Palestinian educational infrastructure. I plan to make a public statement by the end of the month sharing my personal support for government officials' efforts to secure an immediate and permanent ceasefire. Such support for the plight of Palestinians, including protest, should not be conflated with hatred or antisemitism.

I understand that the UCB Divest Coalition believes that the current allocation of the University's investment portfolio is not consistent with our values.

In 2014, the University of California was the first American public university to commit itself to upholding the UN Principles for Responsible Investment, principles that include a commitment to avoid investing in "[b]usinesses whose profits are derived from direct harm to public safety, [or] the unlawful deprivation of human dignity." [1] I believe this standard requires us to avoid investing in companies that are complicit in, or derive profit from, serious human rights violations. [2]

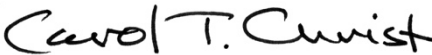
I strongly support, as I have always supported, investigating the alignment of UC Berkeley's investments with our institution's core values. Those values include a respect for equality, human rights, a commitment to fostering the conditions for human growth and development, and an abhorrence of war. The University of California has decided in the past to divest from businesses that were determined to not be aligned with our values. We should examine whether UC Berkeley's investments continue to align with our values or should be modified in order to do so.

I understand that the UCB Divest Coalition will continue its advocacy for divestment from Israel by demanding an end to direct and indirect investments in companies that derive profit from, or whose conduct is complicit in violations of international law and/or human rights. This includes companies that profit from weapons manufacturing, mass incarceration, and/or surveillance industries. As stated by the University of California Office of the President, divestment from companies on the basis of whether or not they do business with or in Israel is not supported. The sale of direct investments is not within the authority of the Office of the Chancellor but rather lies with the UC Regents.

I also understand the UCB Divest Coalition's demands include academic boycott. I do not support academic boycotts. However, as we are unified in our desire to ensure that our academic partnerships remain in alignment with the UC Anti-Discrimination Policy, including anti-Palestinian discrimination, the University will review all complaints about existing global exchange and internship programs and review new and future programs to ensure their compliance with the Anti-Discrimination Policy. As discussed, the UCB Divest Coalition will formally report any anti-Palestinian discrimination in institutions with which we have existing global exchange and internship programs. UC Berkeley will address (including termination if remedy is unavailable) its programs that violate this policy and will cease its student participation in programs administered by the University of California or other institutions that also violate this policy, if other appropriate remedy is unavailable.

To ensure we continue to meet our obligation under the UC Anti-Discrimination Policy, the University will establish a transparent process by December 2024 for the ongoing review of such complaints. The development of this process will include relevant stakeholder groups, including the UCB Divest Coalition and, upon its agreement, the Senate Academic Committee on Diversity, Equity, and Campus Climate. As we begin our discussions about this process, I understand that the UCB Divest Coalition would like for the review to be co-led by the UC Berkeley Office for the Prevention of Harassment and Discrimination and the Division of Equity and Inclusion and to consider, as evidence of discrimination, reports from current and former students and faculty as well as reports by the United Nations, Amnesty International and Human Rights Watch.

I believe I have addressed all the demands stated by the UCB Divest Coalition in good faith as allowed by the authority of the UC Berkeley Office of the Chancellor, and I commit this Office to their enactment.



Signed by Carol T. Christ on May 14, 2024

[1] See Office of the President, "University of California joins UN-supported Principles for Responsible Investment" (Sept. 22, 2014); Office of President, "UC Investments," www.ucop.edu/investment-office/sustainable-investment/sustainability-framework/index.html.

[2] See, for comparison, the Ethical Guidelines for the Norwegian Sovereign Wealth Fund, which prohibit investments when "there is an unacceptable risk that the company contributes to or is responsible for: a) serious or systematic human rights violations b) serious violations of the rights of individuals in situations of war or conflict c) the sale of weapons to states engaged in armed conflict that use the weapons in ways that constitute serious and systematic violations of the international rules on the conduct of hostilities." Council on Ethics, Norwegian Sovereign Wealth Fund, *Guidelines for Observation and Exclusion of companies from the Government Pension Fund Global (GPF)*, Sec. 4 (Sept. 5, 2022).

May 3, 2024

The signatories agree to the following amended terms:

- All currently public information on UC's investments will be posted to the UCR campus website. It will continue to be updated as the UC releases more information. The goal is to get full disclosure of the list of companies in the portfolio and the size of the investments.
- The UCR Administration agrees to form a task force that includes students appointed by ASUCR's Diversity Council and faculty appointed by the Academic Senate to explore the removal of UCR's endowment from the management of the UC Investments Office, and the investment of said endowment in a manner that will be financially and ethically sound for the university with consideration to the companies involved in arms manufacturing and delivery. The goal of this task force is to produce a report to present to the UCR Foundation Board of Trustees by the end of Winter Quarter 2025. The task force will be formed by the end of the Spring 2024 quarter.
- Commitment to bimonthly meetings with the AVC of Auxiliary Services and an ongoing review of Sabra Hummus consistent with existing product review processes until we can find a resolution.
- The School of Business has discontinued Global Programs in Oxford, USA, Cuba, Vietnam, Brazil, China, Egypt, Jordan, and Israel.
- UCR will modify its approval process for all study abroad programs to ensure compliance with UC's Anti-Discriminatory Policies.




Samia Alkam, Lead Negotiator



Brian Haynes, Vice Chancellor for Student Affairs




Hibah Nassar, SJP President



Christine Victorino, SOE Professor of Practice



Elizabeth Watkins, Provost & Executive Vice Chancellor



Kim A. Wilcox, Chancellor

EXHIBIT G

From: Daniel Menezes
Sent: Wednesday, May 1, 2024 11:51 AM
To: [REDACTED]
Cc: Michael McCown [REDACTED]; Kaleena Sedillo [REDACTED]
Subject: Work stoppage at UCSC
Importance: High

Hi Kavitha,

Today, the University learned that Graduate Students at UC Santa Cruz voted for a one-day work stoppage on May Day (May 1, 2024) that could lead to further work stoppages this month. I understand from our conversations that this vote was not formally authorized by UAW. However, we wanted to be clear that any work stoppages are prohibited by the No Strike Provisions across UAW's contracts with the University and an employee's failure to perform their duties will result in corrective measures in line with the parties' agreement. We are also noting that Rebecca Gross, a UAW organizer at UCSC, authored an email organizing the activity attached at the end of this letter. Per Article 19.A of the BR Contract (and similar language in 20.C of the BX contract):

The UAW, on behalf of its officers, agents, and members agrees 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.

We ask for your partnership and support in preventing further work stoppages and honoring the terms of our agreements. Per Article 19.C of the BR Contract (and similar language in 20.C of the BX contract):

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.

As always, please don't hesitate to contact me if you have any questions or wish to discuss this or any other matter.

Sincerely,
Daniel Menezes

Daniel Menezes
Chief Negotiator

Systemwide Labor Relations
UC Office of the President
Pronouns: him/his



From: [REDACTED]
Date: Tue, Apr 30, 2024, 11:45 PM
Subject: [IMPORTANT - PLEASE READ] May Day Work Stoppage Guidance & Future Planning Meeting Info
To:

Dear colleagues,

Last week, with an incredible show of solidarity responding to the moment, graduate workers in more than 20 departments at UCSC hosted meetings on short notice to discuss the possibility of withholding labor in solidarity with the [calls](#) from [Palestinian General Federation of Trade Unions](#), [Palestinian Youth Movement](#), and [UCSC Faculty for Justice in Palestine](#). We asked, in short, what form of (if any) action might we take? If we were to take action, when would that action take place?

At a meeting on Tuesday (4/30) evening, more than 250 grads attended in person or online to hear report backs from those 20 plus department meetings. Those in attendance voted to support the call for a **1-Day Work Stoppage tomorrow, May 1st** (International Workers Day). This action is a first collective step to standing in solidarity with these pressing calls.

We are including two (2) different ways you might choose to cancel class, accompanied by templates for you to use to inform your colleagues, students, and supervisors of the labor action you are taking. Please find the template emails below. Regardless of which approach you take to inform your students and supervisor of your work stoppage, the point is to withhold your labor.

Additionally, we voted to hold two (2) upcoming meetings:

1. Meet **this Friday, May 3rd at 4:30pm on Zoom** to discuss the possibility of a demands-based strike and, specifically, what those demands would be. We will send out a tentative agenda on Thursday night.
2. Meet next **Tuesday evening, May 7th (exact time/location TBD ASAP)** to vote on whether or not we want to strike given the demands that we collectively decide upon. We will send out a tentative agenda on Monday night.

We can only assess our capacity to strike, and with what demands, if we meet with our departments and/or lab coworkers **BEFORE** these meetings. We need everyone to schedule department meetings to discuss commitments, demands, and conditions to strike before both Tuesday and Friday. If you would like a representative from the union in addition to your department steward or in lieu of a department steward at your department meeting, please contact Veronica Hamilton [REDACTED] or [REDACTED]

These are decisions that we make collectively as workers. Please plug in, as you are able, to these discussions.

PERB Received
05/27/24 12:47 PM

The following email templates are suggested guides to declare your own intent to engage in a work stoppage on May 1, 2024 in solidarity with the call from the **Palestinian General Federation of Trade Unions**. You are encouraged to determine an assessment of risk particular to your situation. As always, if you do not feel well, you shouldn't work- we have contractually protected sick days.

First possible option: "I am concerned for my safety."

Hello [Students / Supervisor Name],

As you may already know there is an ongoing demonstration in support of the demands from the [Palestinian General Trade Union Federation](#), [Palestinian Youth Movement](#), and [UCSC Faculty for Justice in Palestine](#). Due to the [May Day march and rally](#) starting at the Science and Engineering Library at 11:00 am and moving to the Cowell Courtyard by 1:00 pm. **I am utilizing my contractual right to have a safe working environment and choosing to cancel class.**

Sincerely,
[NAME]

Second possible option: I'm striking in solidarity with the call from the Palestinian General Trade Union Federation

Hello [Students / Supervisor Name],

After department discussions and a general assembly meeting, graduate student workers have voted to stage a walkout and one-day work stoppage in support of demands from the [Palestinian General Trade Union Federation](#), [Palestinian Youth Movement](#), and [UCSC Faculty for Justice in Palestine](#). I encourage you to learn more about this issue by talking with your fellow students at the [May Day march and rally](#) starting at the Science and Engineering Library at 11:00 am and moving to the Cowell Courtyard by 1:00 pm.

I am observing the call to withhold labor on May Day and will not be at any meetings or classes on May 1.

Solidarity,
[NAME]

Solidarity,
[REDACTED]

From: Kavitha Iyengar <[REDACTED]>
Sent: Wednesday, May 1, 2024 12:49 PM
To: Daniel Menezes <[REDACTED]>
Cc: Michael McCown <[REDACTED]>; Kaleena Sedillo <[REDACTED]>
Subject: Re: Work stoppage at UCSC

CAUTION: EXTERNAL EMAIL

Hi Daniel,

We are in receipt of your notice. The Union is in touch with members that we know are engaged in activity that may be in violation of the contract and are informing them of their obligations under the CBA. This includes Rebecca Gross.

We will continue to fulfill our obligations, and encourage ongoing communication. Michael will be calling soon with new updates.

Kavitha

On Wed, May 1, 2024 at 10:51 AM Daniel Menezes <[REDACTED]> wrote:

Hi Kavitha,

Today, the University learned that Graduate Students at UC Santa Cruz voted for a one-day work stoppage on May Day (May 1, 2024) that could lead to further work stoppages this month. I understand from our conversations that this vote was not formally authorized by UAW. However, we wanted to be clear that any work stoppages are prohibited by the No Strike Provisions across UAW's contracts with the University and an employee's failure to perform their duties will result in corrective measures in line with the parties' agreement. We are also noting that Rebecca Gross, a UAW organizer at UCSC, authored an email organizing the activity attached at the end of this letter. Per Article 19.A of the BR Contract (and similar language in 20.C of the BX contract):

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PERB Received
05/27/24 12:40 PM

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Chief Negotiator

Systemwide Labor Relations

UC Office of the President

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The following email templates are suggested guides to declare your own intent to engage in a work stoppage on May 1, 2024 in solidarity with the call from the Palestinian General Federation of Trade Unions. You are encouraged to determine an assessment of risk particular to your situation. As always, if you do not feel well, you shouldn't work- we have contractually protected sick days.

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working environment and choosing to cancel class.

Sincerely,
[NAME]

Second possible option: I'm striking in solidarity with the call from the Palestinian General Trade Union Federation

Hello [Students / Supervisor Name],

After department discussions and a general assembly meeting, graduate student workers have voted to stage a walkout and one-day work stoppage in support of demands from the [Palestinian General Trade Union Federation](#), [Palestinian Youth Movement](#), and [UCSC Faculty for Justice in Palestine](#). I encourage you to learn more about this issue by talking with your fellow students at the [May Day march and rally](#) starting at the Science and Engineering Library at 11:00 am and moving to the Cowell Courtyard by 1:00 pm.

I am observing the call to withhold labor on May Day and will not be at any meetings or classes on May 1.

Solidarity,
[NAME]

Solidarity,
[REDACTED]

EXHIBIT H

May 2, 2024

Dear Kavitha,

The University learned that on May 1, 2024 UAW Local 4811's Executive Board announced that it will hold a strike authorization vote next week. The vote is pre-emptive and predicated on "if circumstances justify" per the statement on UAW 4811's website. The University is deeply alarmed, concerned and disappointed that UAW would choose this moment of crisis to take a vote to engage in an unlawful work stoppage.

To be clear, there is no basis under the contract or the law for UAW to engage in a work stoppage. Further, given the vulnerable status of our communities at this moment, a strike vote by UAW is essentially a vote to take advantage of and exploit this complex and impactful situation. As evidence of the impact that this announcement is already having, the University has begun to receive notices from bargaining unit employees that they are illegally withholding their labor (see attached at the end of this letter for an example from UCLA).

We ask for your partnership and support in preventing further work stoppages and honoring the terms of our agreements. We demand that UAW immediately:

1. Inform its members that any withholding of work violates the terms of the contracts between the parties. Per Article 19.C of the BR Contract (and similar language in 20.C of the BX contract):

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.

2. Cease and desist from pursuing a strike authorization vote for which there is no legal or contractual basis. Failure to do so would create a situation where the University would be forced to utilize all available remedies to ensure the terms of the contract are honored by UAW and any violation thereof be addressed accordingly. Per Article 19.A of the BR Contract (and similar language in 20.C of the BX contract):

The UAW, on behalf of its officers, agents, and members agrees 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.

Thank you in advance for your partnership and support in honoring the terms of our contracts. I am always available to discuss this or any other matter further, including how both parties can work together to support the UC community.

Sincerely,

Daniel Menezes
Chief Negotiator
UC Office of the President

PERB Received
05/27/24 12:40 PM

From: [REDACTED]
Date: Thu, May 2, 2024 at 9:26 AM
Subject: Re: Remote is on today
To: Silvestri, G. [REDACTED]

Hi Giusi,

I hope this message finds you well. I wanted to bring to your attention my decision regarding today's teaching section. In light of the ongoing student encampments and the actions of the university, I have made the decision to withhold my labor as a teaching assistant for today. As someone of Arab American descent, witnessing these events deeply saddens me, and I feel a responsibility to stand in solidarity with the students during this critical time.

Please understand that this decision was not made lightly, but rather out of a sincere commitment to support the voices and concerns of our student body. Thank you for your understanding.

Warmly,
[REDACTED]

On Thu, May 2, 2024 at 9:19 AM Silvestri, G. [REDACTED] wrote:
Hi Team,

I know you don't need another email that tells you that we're all teaching remotely today, and obviously nothing changes for Ling 1 .

More importantly, I just wanted to check in and tell you that I hope each of you is ok.
If you need anything from me, please let me know...

Thank you!

EXHIBIT I

UAW 4811

[OUR UNION](#) [OUR RIGHTS](#) [OUR MOVEMENT](#)

[JOIN THE MAJORITY](#)

A large crowd of people is gathered for a protest or rally. In the background, a large, classical-style building with a red roof is visible. The crowd is dense, and many people are holding signs and flags. The text is overlaid on the image in a large, white, sans-serif font.

STRIKE AUTHORIZATION VOTE MAY 13-15

On Friday, May 3rd 2024, our union filed Unfair Labor Practice charges in response to UC's actions against peaceful protesters – including UAW 4811 members – over the past week. UAW 4811 members will take a Strike Authorization Vote from **May 13-15 to authorize the UAW 4811 Executive Board to call for a strike if circumstances justify. The vote will be conducted online and all UAW 4811 members in good standing will be eligible to take part.**

Early Monday morning, UC San Diego sent officers in riot gear to the UCSD Gaza Solidarity Encampment and arrested what is likely over 50 protestors, including UAW 4811 members. Additional arrests were also made at UCLA this morning for violations of "curfew." Unfair Labor Practice Charges will be amended as necessary.

It is important for Academic Employees to vote **YES** in the strike authorization vote to show UC Administration that **this unprecedented crackdown on free speech on University campuses is unacceptable.** Our members have been beaten, concussed, pepper sprayed, both by counter-protestors and by police forces. As a union, it is our responsibility to stand beside them and demand that UC stop committing these gross Unfair Labor Practices.

In order to de-escalate the situation, UC must substantively engage with the concerns raised by the protesters — which focus on UC's investments in companies and industries profiting off of the suffering in Gaza. UAW 4811 is calling on UC to peacefully negotiate with stakeholders and reach agreement to address these concerns through:

- 1. Amnesty for all academic employees, students, student groups, faculty, and staff who face disciplinary action or arrest due to protest.**
- 2. Right to free speech and political expression on campus.**

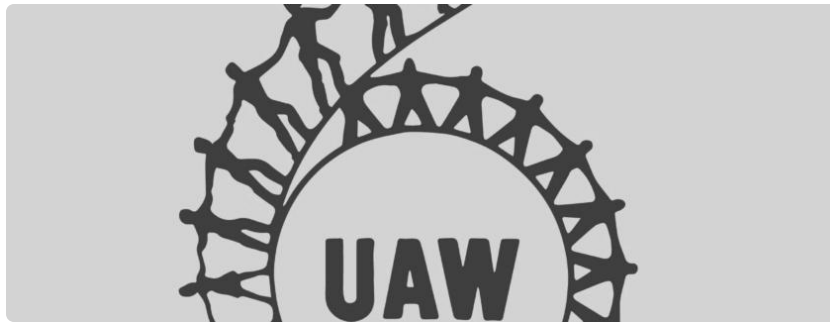
- 3. Divestment from UC's known investments in weapons manufacturers, military contractors, and companies profiting from Israel's war on Gaza.**
- 4. Disclosure of all funding sources and investments, including contracts, grants, gifts, and investments, through a publicly available, publicly accessible, and up-to-date database.**
- 5. Empower researchers to opt out from funding sources tied to the military or oppression of Palestinians. The UC must provide centralized transitional funding to workers whose funding is tied to the military or foundations that support Palestinian oppression.**

EXHIBIT J

PERB Received
05/27/24 12:40 PM

FEATURED, NEWS

UAW REGION 6 DIRECTOR MIKE MILLER STATEMENT ON ATTACKS ON STUDENTS AND WORKERS AT UCLA



Over the last 2 days, the UCLA Administration has condoned the brutal attack of students and workers as they peacefully protested for justice for Palestine. Rather than negotiating with protestors and de-escalating, UCLA Administration’s actions have caused dozens to seek medical attention and hospitalizations, a militarized police presence on campus and the arrest of more than 130 students & workers, including UAW 4811 members. As a former Teaching Assistant, Reader, and Tutor at UCLA, I am outraged by the Administration’s actions – using newly applied standards and force to discriminate against students & workers for their political viewpoints.

STAY UPDATED

MEMBERS,
FAMILY AND
FRIENDS: GET
UAW ACTION
UPDATES ON
YOUR PHONE.
TEXT “JOIN” TO
99795. SIGN UP
FOR UAWIRE AND
GET UAW ACTION
UPDATES VIA
EMAIL:

✉ SIGN UP

RECENT POSTS

**BMW RDC
BARGAINING
UPDATE**
5/14/2024 May
14, 2024
**ATTEND THE
2024
INTERNATIONAL
UAW WOMEN’S
AND TOP**

PERB Received
05/27/24 12:40 PM

working alongside thousands of other students and workers at UCLA to mobilize for free speech and safety on campus, and to demand justice for Palestine. Today, UAW 4811 members are preparing to file Unfair Labor Practice charges over UC's actions, and are moving towards a strike authorization

AUGUST 25 – 30
May 13, 2024
BARGAINING
UPDATE ON UAW
LOCAL 677 BMW

vote. This comes less than a week after UAW 872 members at University of Southern California also filed an Unfair Labor Practice over similar failures by the USC Administration.

RDC

NEGOTIATIONS

MAY 10, 2024

May 10, 2024

As Local 4811 members move towards a strike authorization vote, know that you have the full support of your Region 6 siblings across the West Coast, and your UAW siblings across the continent, as you stand up for your rights and give voice to those impacted by the war in Gaza.

**SOLIDARITY
MAGAZINE**

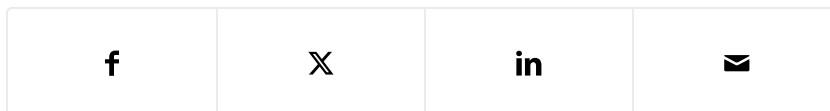


Our union has taken a clear stance calling for a permanent ceasefire and justice for Palestine. I am proud to work alongside my fellow IEB members and UAW members across the country to continue escalating the call for a ceasefire, and an end to the death, destruction, and human suffering in Palestine.

UAW members across the country are prepared to do what it takes to win justice for working people across the world, and to secure a permanent ceasefire in Palestine. I am immensely proud of the actions members across Region 6 have been taking for months to fight for peace and justice in Gaza, and to demand action from their employers and elected officials alike. As Brother Shawn Fain said so well yesterday: if you can't take the outcry, stop supporting this war.

MAY 2, 2024

SHARE THIS ENTRY



YOU MIGHT ALSO LIKE

PERB Received
05/27/24 12:40 PM



Graduate
Student
Workers
at USC
Vote to

Student
Workers
at USC
Vote to
Ratify

**Ratify
First-Ever
Contract
with
University**

First-Ever
Contract
with
University

UAW SOLIDARITY HOUSE

8000 East Jefferson Avenue
Detroit, Michigan 48214

(313) 926-5000

CONNECT

- Press Inquiries
- Get UAW Action Alerts - Text "JOIN" to "99795"

PERB Received
05/27/24 12:40 PM

ORGANIZE

- [Non-Union Autoworkers Stand Up!](#)
- [Want to Organize with the UAW?](#)

LATEST NEWS

ATTEND THE 2024 INTERNATIONAL UAW WOMEN'S AND TOP CONFERENCE, AUGUST 25 – 30

UAW LOCAL 869 VOTES TO AUTHORIZE STRIKE AT STELLANTIS' WARREN STAMPING PLANT

UAW MEMBERS RATIFY HISTORIC CONTRACT AT DAIMLER TRUCK



EXHIBIT K

DRAFT AGREEMENT

The University of California, Irvine and UC Intifada Liberated Zone with the UCI Divest Coalition agree that the solidarity encampment on campus has ended. All students and community members will peacefully remove tents, personal material, and barriers by May 3rd, 2024 by 5:00PM. While the UC Intifada Liberated Zone cannot speak for every community member of the University of California, Irvine, UCI Gaza Solidarity has agreed it will not resume any encampment activity, nor will any leaders of the Solidarity group participate in any conduct related to any encampment activity or any unauthorized protest activity this academic year, including during Commencement.

Provided the above conditions are met and continue to be met,

The University of California, Irvine commits carrying out the following demands immediately:

1. DIVEST

Withdraw all UCI Foundation funds from companies and institutions that are complicit in the Israeli occupation, apartheid, and genocide of the Palestinian people. This includes, but is not limited to:

- End the UCI Boeing Scholarship Program, Boeing in particular provides over \$500,000 in annual grants just to the School of Business at UCI.
- End the UCI Health's participation in the Boeing Health Plan, UCI guarantees health insurance to all Boeing employees and dependents residing in Orange County and Long Beach.
- End STEM research collaborations with weapons investors and manufacturers, such as projects like construction of a new military jet for the US Air Force, being designed and tested by a professor at UCI that has long ties with Boeing.

2. DISCLOSE

1. Provide full transparency to all UCI Foundation assets including investments, donations, and grants.
2. Immediately disclose information about how our campus has spent the millions of dollars allocated to address Islamophobia & anti-semitism on all campuses by the UC President in November, 2023.
3. Immediate fiscal transparency (esp. the usage of the funds) with regards to all schools and school personnels receiving funding from the Israel Institute, ADL, etc., for example:

3. DELINK

End all UCI Israeli programs and all collaborations with Israeli organizations and individuals. This includes, but is not limited to:

1. Immediately end funding for UCI's "Confronting Extremism Program," which has platformed racist, Islamophobic, and hateful speakers as well as heightened surveillance of students and the surrounding community. This program shamelessly regurgitates the US's Countering Violent Extremism program, which helped inaugurate our present global regimes of anti-black Islamophobic surveillance, spying, data gathering, facial recognition, torture and unfettered US invasion into the global south in the name of "countering terrorism."
2. Immediately end the Fundraising Campaign Boundaryless Initiative: Israel Studies.
3. Immediately terminate all ADL Partnerships.
4. Immediately dismantle the Confronting Antisemitism Undergraduate Fellows Program of UCI's Center for Jewish Studies. This program fuels and indoctrinates students into the violent myth that anti-Zionism is antisemitism. This is one part of UCI's multipronged methods of violently suppressing students mobilizing for Palestinian liberation, including anti-Zionist Jewish students.
5. Immediately dismantle the Law School's Public Interest Partnership with the ADL.
6. Immediately dismantle and end funding for the Tel Aviv Exchange Program.
7. Immediately dismantle and end funding for the UCI & Israeli Initiative in the Samueli School of Engineering.
8. Israel Institute visiting professor positions (Political Science).

9. The presence of predatory weapons and Zionists companies such as Boeing, Raytheon, Lockheed Martin at career fairs and other pipeline programming.
10. Immediately sever all UCI connections to Israeli universities, including study abroad programs, fellowships, seminars, research partnerships, and UCLA's Nazarian Center.

4. REINVESTMENT

Extending our demand that UCI **divest** from all companies and institutions that are complicit in the Israeli occupation and genocide of Palestinian people, we demand that it invest in:

1. Palestine Studies Program
2. Immediate financial subsidies for Palestinian students:
 1. Mental health services
 2. Safe spaces on campus
3. Invest more in programs that support students on campus who are food insecure, in a financial and housing crisis, parents who cannot afford daycare for their children, and emergency funds for students to access.

5. AMNESTY

1. The University commits that no student, faculty or community member who has engaged in the encampment will face student conduct, academic personnel or criminal charges for their involvement in the encampment.
2. Provide amnesty for all student protestors and an end to student repression. We demand that the university revoke all current and future suspensions and other academic disciplinary actions against student protestors and organizations, and commit to the protection of students that engage in student activism in support of Palestine.
3. Officially apologize to and compensate all involved in the Irvine 11 case.
4. Cancel the counterinsurgent policy "Time, Place Manner".

6. ABOLISH POLICING

1. Demilitarize UCIPD: stop normalizing military weapons on campus (e.g. AB481).
2. Defund the UCIPD.

3. Delink various campus departments with the UCIPD.

7. CORRECT THE NARRATIVE

1. Retract the language of "anti-semitic forms of anti-Zionism" (Chancellor Gillman tries to restore "anti-semitic forms of anti-Zionism" after the Regents avoid using it in their 2016 "Statement of Principles Against Intolerance.")
2. Hold Asaf Ferber Accountable for his harm done to students.
3. Call for an immediate and permanent ceasefire and end to the occupation and genocide in Palestine.

Upon mutual agreement to these terms the University of California, Irvine will issue a campus message and media statement from the Chancellor at or around 3:00 p.m. on May 3rd, 2024. Following this message, UCI Gaza Solidarity commits to peacefully ending the encampment by May 5th, 2024, 5:00PM.

Signatures to be added and watermark removed upon tentative agreement.

V1.0 May 1, 2024 09:00am

EXHIBIT L



sjp.ucsd and
palestinianyouthmovement



sjp.ucsd JOIN US at Library Walk at
UCSD NOW!

UCSD HAS ENTERED THE CHAT!!

UCSD students join the global wave of the student intifada, along students all over the world demanding that these institutions divest from the ongoing Zionist genocide, apartheid, and occupation against the Palestinian people.

WE NEED YOU HERE! We call on our greater San Diego community to come out and support us during our encampment. Even if it's just for a few hours JOIN US.

We will need our community every night throughout the week to hold



22,091 likes

May 1

Log in to like or comment.

OUR DEMANDS

1. BREAK THE SILENCE.

Affirm Palestinians' right to life and safety, condemn the ongoing genocide in Gaza, and call for a permanent immediate ceasefire.

2. AMNESTY FOR ALL.

Ensure amnesty for all those associated with the Gaza solidarity encampment at UCSD, and stop the repression of Palestinian activism on our campus.

3. CAMPUS-WIDE BOYCOTT.

Permanently sever all institutional ties to Israel and other entities that render our university complicit in the Gaza genocide, including research partnerships with the Israeli Defense Ministry, U.S. Dept of Defense, and private defense contractors.

4. DIVEST FROM DEATH.

Immediately divest all of the University of California's financial holdings from weapons manufacturers and companies that enable and profit from Israeli apartheid, occupation, and genocide.



sjp.ucsd and
palestinianyouthmovement



sjp.ucsd JOIN US at Library Walk at
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22,090 likes

May 1

Log in to like or comment.

OUR STATEMENT

Today marks **Day 207** of Israel's genocide on Gaza. Zionist forces have relentlessly attacked Gaza for 207 days on end, without pause or interruption, to fulfill the promise Israel made to the world: that it would raze Gaza to the ground, that it would slaughter Palestinians like "human animals," that it would inflict a second Nakba. **As Israel dropped 75,000 tons of explosives on Gaza and murdered 34,183+ Palestinians, the world watched in silence.**

Our struggle for Palestinian liberation continues as we now join student encampments across the world demanding that our universities **divest billions of dollars from weapons manufacturers** and companies that enable and profit from Israel's ongoing genocide, apartheid, and occupation of Palestine.

There is **no "time, place, or manner"** while Israel continues to escalate its genocidal assault on the 1.4 million Palestinians packed into Rafah and its surrounding makeshift tent cities. Now, more than ever before, we must **rise together in solidarity** to demand an end to this U.S.-backed genocide, and UCSD's complicity in human rights abuses and war crimes against the Palestinian people.



sjp.ucsd and
palestinianyouthmovement



sjp.ucsd JOIN US at Library Walk at UCSD NOW!

UCSD HAS ENTERED THE CHAT!!

UCSD students join the global wave of the student intifada, along students all over the world demanding that these institutions divest from the ongoing Zionist genocide, apartheid, and occupation against the Palestinian people.

WE NEED YOU HERE! We call on our greater San Diego community to come out and support us during our encampment. Even if it's just for a few hours JOIN US.

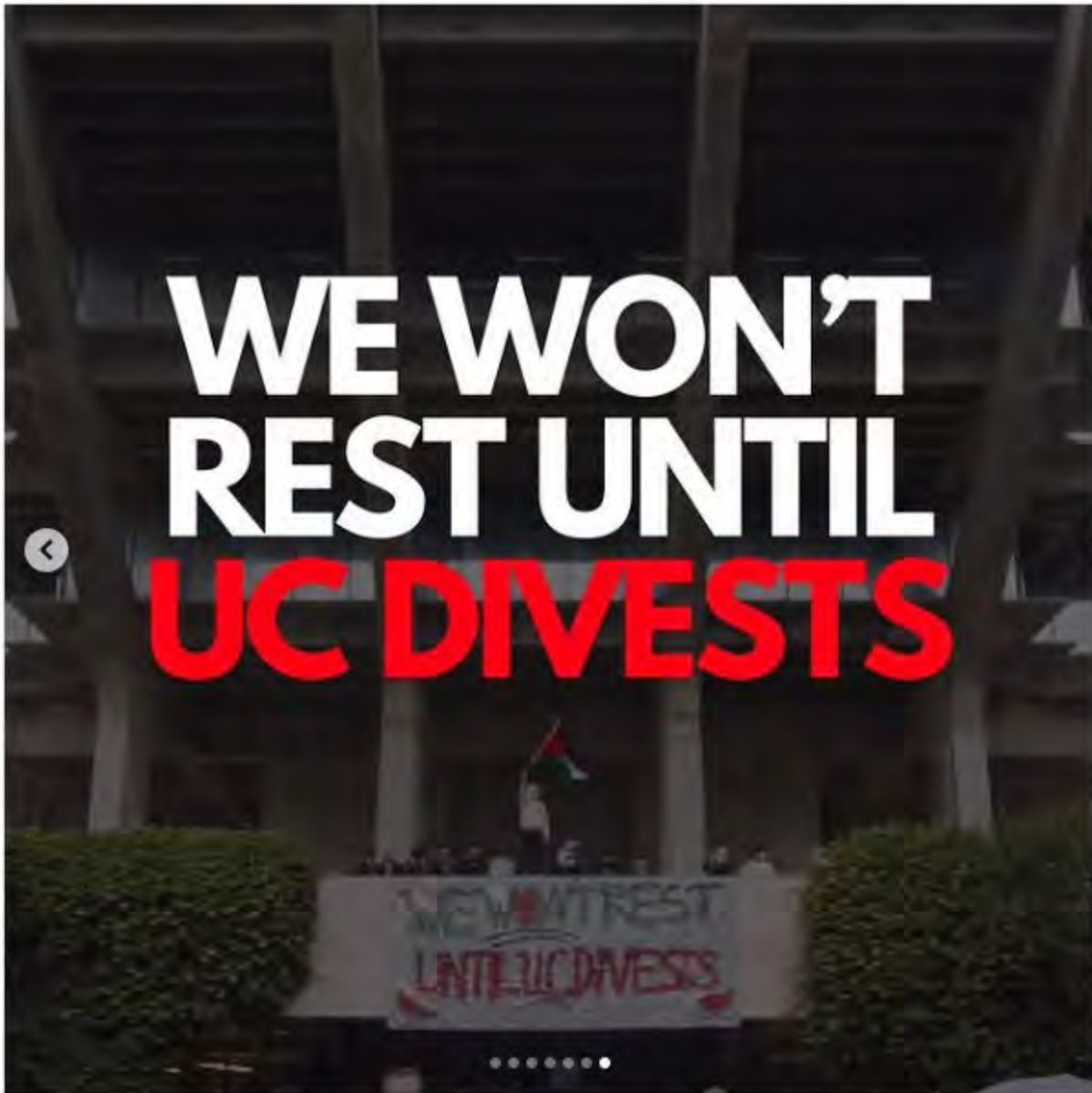
We will need our community every night throughout the week to hold



22,091 likes

May 1

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**sjp.ucsd and
palestinianyouthmovement**



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UCSD NOW!**

UCSD HAS ENTERED THE CHAT!!

UCSD students join the global wave of the student intifada, along students all over the world demanding that these institutions divest from the ongoing Zionist genocide, apartheid, and occupation against the Palestinian people.

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We will need our community every night throughout the week to hold



22,091 likes

May 1

Log in to like or comment.

EXHIBIT M

UC says that the strike is not legal. Are they lawfully allowed to discipline me for participating?



- It is against our contract and the law for UC to discipline workers for participating in protected union activity or without just cause. UAW 4811 will defend any member facing unjust discipline. Furthermore, UC does not determine whether a strike is legal or not. If UC contests the legality of the strike, the dispute would be adjudicated by the California Public Employment Relations Board (PERB). According to PERB case law severe unfair labor practices that go to the heart of a contract justify an unfair labor practice strike even when a no strikes clause is present in a contract. In this case, the University has committed numerous such unfairs.

EXHIBIT N

STRIKE AUTHORIZATION VOTE

FAQ

Why are we voting to authorize a strike?

When faced with Palestine Solidarity encampments and other nonviolent protests by Academic Workers, students, and community members, UC has mishandled and escalated the situation by taking unlawful actions that cut to the heart of our collective bargaining agreements. Our union has filed unfair labor practice charges in response. These escalatory and unlawful actions include:

- Actively risking the health and safety of UAW 4811 members and members of the university community by allowing violent attacks on peaceful pro-Palestine protesters, both by violent anti-Palestine agitators and by police.
- Making unilateral changes to working conditions that have impacted our teaching, our work obligations, our safety and our academic freedom
- Summoning the police to forcibly eject and arrest UAW Local 4811 members in retaliation for those employees engaging in peaceful protest

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activity demanding work-place related changes.

- Disciplining employees for engaging in peaceful protest activity demanding work-place related changes.
- By authorizing a strike, Academic Workers are demanding that UC remedy these unfair practices and are giving the UAW 4811 Executive Board authority to call a strike if circumstances justify.

What unlawful actions has UC committed?



- On May 1, 2024, UC summoned the police at UCLA to forcibly eject and arrest UAW Local 4811 members engaged in peaceful protest in solidarity with the people of Palestine and demanding the University make certain workplace-related changes. The University requested this forceful police intervention against peaceful employee protesters at UCLA one day after it shamefully allowed and condoned a violent attack against the same peaceful protesters by a large mob of anti-Palestine attackers. The UC waited over two hours after the attack began before requesting police intervention.
- On May 6, 2024, UC summoned the police at UC San Diego to forcibly eject and arrest UAW Local 4811 members engaged in peaceful protest in solidarity with the people of Palestine as well as demanding changes to existing working conditions.
- The UC's conduct constituted retaliation and discrimination against UAW Local 4811 members for engaging in protected concerted protest activity in violation of the Higher Education Employee-employer Relations Act (HEERA).
- The UC violated and unilaterally changed its employee workplace speech policies without giving the Union notice or the opportunity to bargain in violation of HEERA. The UC violated its existing policies by summoning the police to eject and arrest non-violent employees engaged in political

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 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.

- The UC also unilaterally changed the terms and conditions of employment related to teaching and work obligations without giving advance notice to UAW Local 4811 or the opportunity to bargain by canceling classes, switching to remote instruction, and delaying previously scheduled midterm examinations

When will the Strike Authorization Vote take place?



- The vote will be held electronically from May 13th-15th.

Who is eligible to vote?



All UAW 4811 members in good standing are eligible to vote. Join here to make your voice heard.

How could UC avert a strike?



- UC can avert a strike by remedying their unfair labor practices and ceasing to commit unfair labor practices.

What additional actions can UC take to address the harm that has been done to the campus community?



In order to de-escalate the situation, UC must substantively engage with the concerns raised by the protesters — which focus on UC's investments in companies and industries profiting off of the suffering in Gaza. UAW 4811 is calling on UC to peacefully negotiate with stakeholders and reach agreement to address these concerns through:

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- Announcing a moratorium on disciplinary action for academic employees, students, student groups, faculty, and staff who face disciplinary action or arrest due to protest.
 - Protecting the right to free speech and political expression on campus.
 - Divestment from UC's known investments in weapons manufacturers, military contractors, and companies profiting from Israel's war on Gaza.
 - Disclosure of all funding sources and investments, including contracts, grants, gifts, and investments, through a publicly available, publicly accessible, and up-to-date database.
 - Empowering researchers to opt out from funding sources tied to the military or oppression of Palestinians. The UC must provide centralized transitional funding to workers whose funding is tied to the military or foundations that support Palestinian oppression.

How does our Strike Authorization Vote relate to the encampments and the movement for justice in Palestine?



- Academic workers at UC strongly support the right of the encampment organizers (many of whom are our coworkers) in their right to peacefully demonstrate. Our union will not negotiate on behalf of encampment organizers, but we do call on UC to negotiate with them in good faith. We strongly oppose any escalation by UC to dismantle the encampments and/or take disciplinary/legal action against organizers.

What is UAW 4811's position on the war in Gaza?



- UAW 4811 was one of the earliest unions in the US to call for a ceasefire and de-escalation of the war in Gaza, and were instrumental in the International UAW's taking up of this same call. In January 2024, Academic Student Employees voted by a margin of 10-to-1 in support of continued efforts to organize alongside other unions and community groups for a

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 cease-fire and a just and lasting peace in Palestine. In this vein, UAW members have chosen to participate in the nonviolent Palestine Solidarity Encampments to call attention to UC's financial ties to Israel's war effort and urge UC to divest from companies and industries currently profiting off of the suffering in Gaza.

- Whatever opinion union members may hold on these root issues, the serious, violent, and unlawful repression faced by our coworkers demands that we stand in solidarity in this moment.

Where and when would a strike take place?



Members are voting to authorize what is called a "Stand-up Strike." If the strike is authorized, our Executive Board will call on campuses to "Stand Up" and go on strike as circumstances justify. This could happen as soon as the Strike Authorization Vote closes on May 15th.

What will the strike look like?



A strike is a complete work stoppage. When a campus is called to Stand Up, Academic Workers on that campus will stop performing any work duties related to teaching and research for the duration of the strike and will instead participate in picket lines, rallies, and other actions in and around our campuses to increase the visibility of the strike.

What if my campus isn't called?



Academic Workers should strike only if their campus is called to Stand Up. Workers on other campuses will participate in other actions to pressure UC to de-escalate and resolve their unfair labor practices, such as rallies, practice pickets, or direct actions.

What makes a strike effective?



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- Academic Workers perform the majority of teaching and research at the university. When Academic Workers withhold our labor, UC will be forced to correct its unlawful behavior or cease to function. The more Academic Workers who participate, the more collective power we will have.
- Mass participation on picket lines, rallies, and other actions will also create a crisis for UC. When thousands of workers demonstrate our solidarity publicly while withholding our labor, labor movement allies and legislators with influence over the University will add their weight behind us to compel UC to resolve their unfair labor practices.

Do I have the legal right to participate in a strike?



- Yes. It is unlawful under California law to fire or discipline workers for participating in a lawful strike. This protection also applies to international and undocumented scholars. Ultimately, our greatest protection is robust mass participation: there is strength in numbers.

UC says that the strike is not legal. Are they lawfully allowed to discipline me for participating?



- It is against our contract and the law for UC to discipline workers for participating in protected union activity or without just cause. UAW 4811 will defend any member facing unjust discipline. Furthermore, UC does not determine whether a strike is legal or not. If UC contests the legality of the strike, the dispute would be adjudicated by the California Public Employment Relations Board (PERB). According to PERB case law severe unfair labor practices that go to the heart of a contract justify an unfair labor practice strike even when a no strikes clause is present in a contract. In this case, the University has committed numerous such unfairs.

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Am I allowed to strike if I am an international or undocumented student or scholar?



Yes, international and undocumented workers have the same legal rights as domestic workers to participate in lawful union activities, including strikes.

Will I be paid while I am on strike?



Academic Workers have the right to strike. UC also has the right to not pay us for the work we don't do while on strike. In the event of a strike, Academic Workers who complete our strike duties and are UAW members will be eligible for \$500 per week of strike support.

Do we have a strike fund? How do I access strike benefits?



Yes, as members of UAW, UC Academic Workers have access to UAW's Strike and Defense Fund after losing pay for participating in a sanctioned strike. Strike benefits are \$500 per week in strike support, along with medical benefits in the event that UC withholds healthcare benefits. Strike support is only available to UAW 4811 members in good standing who participate in required picket duties.

Will the University ask me to attest whether I am working or not?



The University may ask Academic Workers to "attest" as to whether they worked, or not, during a strike. These are forms that Universities sometimes use to assess whether or not to deduct pay for work not performed during a strike. It is unlawful to ask workers to fill out strike attestation forms before a strike or before labor is withheld. There is power in numbers: workers should fill out these forms truthfully and accurately, but only after the work has been struck.

Am I eligible for strike benefits if I'm an international or undocumented worker?



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Yes. You would receive strike support (\$500 per week) from the UAW Strike and Defense fund to mitigate lost wages. This is similar to when workers receive Short Term Disability Benefits from an insurance company when they're not working while on disability or pregnancy leave.

Can UC withhold my healthcare benefits if I'm on strike?



Under California law, public sector employers are prohibited from withholding health benefits from striking workers. If UC does nonetheless attempt to withhold health benefits during a strike, Academic Workers would have our medical benefits paid through the UAW Strike and Defense Fund.

Can UC withhold my tuition benefits if I'm on strike?



The University would be committing an unfair labor practice and a violation of the contract if they withheld tuition benefits from striking workers.

Can I be disciplined in my role as a student for exercising my right to strike?



The University cannot retaliate against you for exercising your right to participate in lawful concerted labor activity. When you strike in your TA or SR position, you are protected from retaliation in every aspect of your relation to the university. This applies to all student workers who are represented by UAW.

Teaching Assistants and other bargaining unit members who perform research work as part of a credit-based course have the right to engage in protected concerted activities such as participating in a lawful strike. You're expected to continue making academic progress. However, you have the right to not cross the picket line to perform this research work. Academic obligations that you miss while on strike may have to be made up after the strike.

Can I use vacation or personal time off during the strike?



No. Academic workers cannot use vacation or personal time off while simultaneously striking. The University can withhold our pay for work duties not

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performed and workers will have access to strike support. See "Do we have a strike fund? How do I access strike benefits?"

Will the University care if we go on strike?



Yes. Academic Workers perform critical work every day. Additionally, a strike would be highly visible, showing the solidarity of tens of thousands of Academic Workers and attracting media attention and political support for our right to fair working conditions. Members of other unions can support us in a variety of ways. The combination of stopping research and teaching, media coverage, and political pressure generated by a strike would absolutely impact the UC.

Isn't going on strike only hurting ourselves because our research would suffer?



While participating in a strike will require all of us to make sacrifices, this action also gives academic workers the collective power to end UC's unlawful actions that are aimed at undermining our unions and preventing agreements on vital improvements. When Academic Workers are treated fairly under the law such that we can address our working conditions at the table, this will in turn improve teaching and research at UC.

What do I do instead of work if we go on strike?



During a strike, Academic Workers would participate in various strike duties including picketing in and around campus, phonebanking, outreach to allies, and strike coordination efforts.

What should I do with my live test subjects during a strike?



It's ultimately the UC's responsibility to make sure that any basic lab maintenance happens during a strike. There are also ways that you can prepare for a potential strike. These plans could include advance-planning your

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experimenting with training supervisors that they may need to make alternative plans to take care of these subjects.

Do I still have to make academic progress while on strike?



You're expected to continue making academic progress. However, you have the right to not cross the picket line to attend class. Academic obligations that you miss while on strike may have to be made up after the strike.

If you have academic credits associated with your teaching and research work, the university **does not** have the right to penalize you for striking by lowering your grade for these credits. Any attempt by the university to retaliate against you for striking by penalizing you academically is illegal. Your union will take strong, immediate legal action if UC attempts to do so.

PROOF OF SERVICE

I, the undersigned, declare that I am employed in the County of Sacramento, State of California. I am over the age of 18 years and employed by Sloan Sakai Yeung & Wong LLP and my business address is 555 Capitol Mall, Suite 600, Sacramento, California 95814.

On May 17, 2024, I served the following document(s):

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA v. THE UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA LOCAL 4811, UNFAIR PRACTICE CHARGE (PERB CASE NO. TO BE ASSIGNED)

on the parties listed below by the following 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;
- electronic transmission (courtesy copy)

SERVICE LIST

<u>Service By US Mail</u>	<u>Courtesy Copy Via Email</u>
Rafael Jaime President of the Executive UAW Local 4811 2730 Telegraph Ave., Floor 1 Berkeley, CA 95705	Rafael Jaime, President of the Executive, UAW Rafaelgjaim@gmail.com
	Michael McCown, International Representative, UAW mmccown@uaw2865.org
	Margo Feinberg, Attorney margo@ssdslaw.com

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on May 17, 2024, at Sacramento, California.

By: /s/ Rochelle Redmayne
Rochelle Redmayne

SLOAN SAKAI YEUNG & WONG LLP
Attorneys at Law

EXHIBIT B

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SLOAN SAKAI YEUNG & WONG LLP
Attorneys at Law

1 **DECLARATION OF DANIEL MENEZES**

2 I, Daniel Menezes, declare as follows:

3 1. I am an Associate Director of Labor Relations in Systemwide Employee & Labor
4 Relations at the University of California Office of the President. I also serve as Chief Negotiator for the
5 University of California with respect to the bargaining units represented by the United Auto Workers,
6 Local 4811 (“UAW” or “Union”). I have personal knowledge of the following and, if called as a witness,
7 could and would competently testify thereto.

8 2. All four bargaining units represented by UAW at the University of California currently have
9 collective bargaining agreements (“CBAs”) in effect. All four CBAs have “no-strike” clauses that prohibit strikes
10 during the term of each CBA.

11 3. On May 1, 2024, I received a communication written by UAW’s leadership at UC Santa Cruz that
12 UAW members voted for a one-day strike to support protest activities related to the conflict in the Middle East.
13 Per the campus’s Union leader, Union members intended to strike to show “solidarity with the calls from
14 Palestinian General Federation of Trade Union, Palestinian Youth Movement, and UCSC Faculty for Justice in
15 Palestine.” The UC Santa Cruz UAW email went further, describing UAW’s intent to engage in broader strike
16 actions. Specifically, the email outlined the purposes of two upcoming meetings on May 3, 2024 and May 7, 2024.
17 The May 3 meeting was to “discuss the possibility of a demands-based strike and, specifically, what those demands
18 would be.” The May 7 meeting was intended to “vote on whether or not we want to strike given the demands that
19 we collectively decide upon.” A true and correct copy of the UAW email and my response to it are attached as
20 **Exhibit A.**

21 4. On May 1, 2024, I became aware that UAW intended to hold a vote to seek authorization for a
22 strike against the University of California. I later learned that UAW intended to conduct that strike vote from May
23 13 to May 15. Although some of the UAW’s social media posts characterized the strike vote as being in
24 response to UCLA’s decision to disband the encampment on its campus, the majority of its
25 communications focused on other issues, such as divestment from companies and industries profiting off
26 of the suffering in Gaza, and First Amendment issues.

27 5. Upon learning of UAW’s strike vote on May 1, and pursuant to the terms of the applicable
28 CBAs, I contacted UAW’s leadership requesting that University take immediate action to stop the activity

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1 because it violated the CBA’s no strike clause. The Union responded that it was in touch with members
2 “that we know are engaged in activity that may be in violation of the contract and are informing them of
3 their obligations under the CBA.” See **Exhibit A**.

4 6. UAW’s website promoting its strike vote provides a good example of UAW’s justification
5 for the vote. In urging members to authorize a strike, the website reflected what I consider the larger
6 political and social focus of its strike vote. It urged members to vote “yes” to oppose what the UAW
7 characterized as a “crackdown of free speech on University campuses. . . .” The website went on to list
8 UAW’s demands to “de-escalate the situation” (and presumably avoid and/or end its strike). The first and
9 most prominent demand was divestment: “In order to de-escalate the situation, UC must substantively
10 engage with the concerns raised by the protesters – which focus on UC’s investments in companies and
11 industries profiting off of the suffering in Gaza.” UAW then listed other demands, including amnesty for
12 all individuals who face disciplinary action or arrest due to the protest, the right to free speech and
13 political expression on campus, divestment, disclosure of UC funding sources and investments, and
14 allowing researchers to opt out from funding sources tied to certain causes. Attached as **Exhibit B** are
15 true and correct copies of UAW’s website on May 8, 2024 promoting the strike vote. This website
16 remained largely unchanged throughout the voting period.

17 7. UAW also pointed to agreements other campuses had reached with protesters as examples that
18 “de-escalation is possible.” This included a link to an agreement the University of California’s Riverside campus
19 had reached with its students. I have received and reviewed the UC Riverside agreement. In it, UC Riverside agreed
20 to (1) list on UCR’s website all currently public information on UC’s investments; (2) form a task force to explore
21 options for UCR’s endowment; (3) conduct monthly meetings with UCR staff about the removal of product brands
22 from campus; (4) terminate of certain study abroad programs; and (5) modify UCR’s approval process for study
23 abroad programs. A true and correct copy of UAW’s website citing the UC Riverside agreement is attached as
24 **Exhibit C**. A true and correct copy of the UC Riverside agreement is attached as **Exhibit D**.

25 8. I interpreted UAW’s reference to agreements such as the one at UC Riverside as further
26 examples of what demands could avoid and/or end UAW’s strike. Indeed, in media reports, UAW’s
27 President, Rafel Jaime explained that it would employ a “stand-up strike” tactic to “reward campuses that
28

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1 make progress” toward meeting protester’s demands, like UC Riverside. Attached as **Exhibit I** is a true
2 and correct copy of May 15, 2024 New York Times Article containing this quote.

3 9. To better understand UAW’s position on the strike vote, I also reviewed other statements UAW’s
4 leaders have made. On May 1, 2024, for example, I reviewed UAW’s “Strike Authorization Vote Announcement,”
5 which UAW posted to its website. The second paragraph clearly outlines the strike vote’s objectives:

6 UC management must change course. At several other universities across the
7 country, management has taken protesters’ demands seriously and begun
8 negotiations with coalitions of students, workers, and community members
9 over their divestment from companies supplying arms to Israel’s war in Gaza.
10 This option is open to UC as well. The use and sanction of violent force to
curtail peaceful protest is an attack on free speech and the right to demand
change, and the university must sit down with students, unions, and campus
organizations to negotiate, rather than escalate.

11 A true and correct copy of this statement is attached as **Exhibit E**.

12
13 10. I also reviewed a statement from UAW’s Region 6 Director Mike Miller that he posted to a UAW
14 website on May 2, 2024. This makes clear that the strike vote is intended to pressure the University with respect
15 to the Union’s position on the conflict in the Middle East. Among other things, Mr. Miller states:

16 As Local 4811 members move towards a strike authorization vote, know that you
17 have the full support of your Region 6 siblings across the West Coast, and your
18 UAW siblings across the continent, as you stand up for your rights and give voice
to those impacted by the war in Gaza.

19 Our union has taken a clear stance calling for a permanent ceasefire and justice for
20 Palestine. I am proud to work alongside my fellow IEB members and UAW
members across the country to continue escalating the call for a ceasefire, and an
end to the death, destruction, and human suffering in Palestine.

21
22 A true and correct copy Mike Miller’s May 2 statement is attached as **Exhibit F**.

23 11. Through the strike vote, I also reviewed correspondence from UAW members which outline the
24 justifications for the strike. In one communication that I received from the UAW at UCLA, UAW promoted the
25 strike as part of organization efforts “for a Free Palestine.” It went on to state that the strike was intended pressure
26 the University to engage with concerns raised by other protesters, such as divestment:

27 . . . show the University that we have zero tolerance for violence against our
28 coworkers, and that we are waling the line for Palestine. UC must substantively
engage with the concerns raised by the leaders of the movement on our

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campuses—which focus on UC’s investment in companies and industries profiting off of the genocide in Gaza.

A true and correct copy of this UAW email is attached as **Exhibit G**.

12. In public social media posts that I have reviewed, UAW’s rank and file members have also emphasized that their core objective for voting to strike is UAW’s political and social position. For example, one member noted on X (Twitter) the international focus of the strike and made clear that the vote was about divestment and Palestine. Another pushed their department to vote for the strike stating “[T]he top demand that matters here is disinvestment. This is about Palestine first and our ability to work comfortably at UC second.” True and correct copies of these social media posts are attached as **Exhibit H**.

13. Late in the evening of May 15, 2024, I saw news reports that the UAW bargaining unit members had voted to authorize a strike against the University of California. According to the new reports, 19,780 academic workers voted in the strike authorization vote, with 79% of participating members voting in favor of authorizing a strike. UAW has reported in other context that they represent approximately 48,000 employees at the University.

14. During a meeting with UAW on Friday, May 17, 2024, at approximately 9:00 a.m., UAW President Rafael Jaime informed me that UAW bargaining unit members at U.C. Santa Cruz would go on strike starting on Monday, May 20, 2024. This was the first time that the University received notice of any strike from UAW. After being informed of the strike by Rafael Jaime, I went online and saw that UAW had already posted about the strike on its X (Twitter) feed. Other than informing me that UAW bargaining unit members at U.C. Santa Cruz would strike on May 20, 2024, Rafael Jaime did not provide any other details of the strike, such as the exact time of day the strike would start, how long the strike would last, whether any bargaining unit employees were exempt from the strike, and the exact date/time the strike would end.

15. UAW has not provided any notice about other strikes at other University of California campuses.

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1 16. UAW has not committed to providing the University of California with any amount of notice prior
2 to a strike. In fact, media reports suggest that they will not provide any notice. UAW’s President, Rafael Jaime,
3 has been widely reported as stating that the Union will announce the strikes “only at the last minute, in order
4 to maximize chaos and confusion for the employer.”

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

7 Executed on 5/20/2024 , in West Hollywood, California.

DocuSigned by:
Daniel Menezes
DF0442C3649241B...
Daniel Menezes

SLOAN SAKAI YEUNG & WONG LLP
Attorneys at Law

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EXHIBIT A

From: Daniel Menezes
Sent: Wednesday, May 1, 2024 11:51 AM
To: [REDACTED]
Cc: Michael McCown [REDACTED]; Kaleena Sedillo [REDACTED]
Subject: Work stoppage at UCSC
Importance: High

Hi Kavitha,

Today, the University learned that Graduate Students at UC Santa Cruz voted for a one-day work stoppage on May Day (May 1, 2024) that could lead to further work stoppages this month. I understand from our conversations that this vote was not formally authorized by UAW. However, we wanted to be clear that any work stoppages are prohibited by the No Strike Provisions across UAW's contracts with the University and an employee's failure to perform their duties will result in corrective measures in line with the parties' agreement. We are also noting that Rebecca Gross, a UAW organizer at UCSC, authored an email organizing the activity attached at the end of this letter. Per Article 19.A of the BR Contract (and similar language in 20.C of the BX contract):

The UAW, on behalf of its officers, agents, and members agrees 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.

We ask for your partnership and support in preventing further work stoppages and honoring the terms of our agreements. Per Article 19.C of the BR Contract (and similar language in 20.C of the BX contract):

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.

As always, please don't hesitate to contact me if you have any questions or wish to discuss this or any other matter.

Sincerely,
Daniel Menezes

Daniel Menezes
Chief Negotiator

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Systemwide Labor Relations
UC Office of the President
Pronouns: him/his



From: [REDACTED]
Date: Tue, Apr 30, 2024, 11:45 PM
Subject: [IMPORTANT - PLEASE READ] May Day Work Stoppage Guidance & Future Planning Meeting Info
To:

Dear colleagues,

Last week, with an incredible show of solidarity responding to the moment, graduate workers in more than 20 departments at UCSC hosted meetings on short notice to discuss the possibility of withholding labor in solidarity with the [calls](#) from [Palestinian General Federation of Trade Unions](#), [Palestinian Youth Movement](#), and [UCSC Faculty for Justice in Palestine](#). We asked, in short, what form of (if any) action might we take? If we were to take action, when would that action take place?

At a meeting on Tuesday (4/30) evening, more than 250 grads attended in person or online to hear report backs from those 20 plus department meetings. Those in attendance voted to support the call for a **1-Day Work Stoppage tomorrow, May 1st** (International Workers Day). This action is a first collective step to standing in solidarity with these pressing calls.

We are including two (2) different ways you might choose to cancel class, accompanied by templates for you to use to inform your colleagues, students, and supervisors of the labor action you are taking. Please find the template emails below. Regardless of which approach you take to inform your students and supervisor of your work stoppage, the point is to withhold your labor.

Additionally, we voted to hold two (2) upcoming meetings:

1. Meet **this Friday, May 3rd at 4:30pm on Zoom** to discuss the possibility of a demands-based strike and, specifically, what those demands would be. We will send out a tentative agenda on Thursday night.
2. Meet next **Tuesday evening, May 7th (exact time/location TBD ASAP)** to vote on whether or not we want to strike given the demands that we collectively decide upon. We will send out a tentative agenda on Monday night.

We can only assess our capacity to strike, and with what demands, if we meet with our departments and/or lab coworkers **BEFORE** these meetings. We need everyone to schedule department meetings to discuss commitments, demands, and conditions to strike before both Tuesday and Friday. If you would like a representative from the union in addition to your department steward or in lieu of a department steward at your department meeting, please contact Veronica Hamilton [REDACTED] or [REDACTED]

These are decisions that we make collectively as workers. Please plug in, as you are able, to these discussions.

The following email templates are suggested guides to declare your own intent to engage in a work stoppage on May 1, 2024 in solidarity with the call from the **Palestinian General Federation of Trade Unions**. You are encouraged to determine an assessment of risk particular to your situation. As always, if you do not feel well, you shouldn't work- we have contractually protected sick days.

First possible option: "I am concerned for my safety."

Hello [Students / Supervisor Name],

As you may already know there is an ongoing demonstration in support of the demands from the [Palestinian General Trade Union Federation](#), [Palestinian Youth Movement](#), and [UCSC Faculty for Justice in Palestine](#). Due to the [May Day march and rally](#) starting at the Science and Engineering Library at 11:00 am and moving to the Cowell Courtyard by 1:00 pm. **I am utilizing my contractual right to have a safe working environment and choosing to cancel class.**

Sincerely,
[NAME]

Second possible option: I'm striking in solidarity with the call from the Palestinian General Trade Union Federation

Hello [Students / Supervisor Name],

After department discussions and a general assembly meeting, graduate student workers have voted to stage a walkout and one-day work stoppage in support of demands from the [Palestinian General Trade Union Federation](#), [Palestinian Youth Movement](#), and [UCSC Faculty for Justice in Palestine](#). I encourage you to learn more about this issue by talking with your fellow students at the [May Day march and rally](#) starting at the Science and Engineering Library at 11:00 am and moving to the Cowell Courtyard by 1:00 pm.

I am observing the call to withhold labor on May Day and will not be at any meetings or classes on May 1.

Solidarity,
[NAME]

Solidarity,
[REDACTED]

PERB Received
05/27/24 13:40 PM

From: Kavitha Iyengar <[REDACTED]>
Sent: Wednesday, May 1, 2024 12:49 PM
To: Daniel Menezes <[REDACTED]>
Cc: Michael McCown <[REDACTED]>; Kaleena Sedillo <[REDACTED]>
Subject: Re: Work stoppage at UCSC

CAUTION: EXTERNAL EMAIL

Hi Daniel,

We are in receipt of your notice. The Union is in touch with members that we know are engaged in activity that may be in violation of the contract and are informing them of their obligations under the CBA. This includes Rebecca Gross.

We will continue to fulfill our obligations, and encourage ongoing communication. Michael will be calling soon with new updates.

Kavitha

On Wed, May 1, 2024 at 10:51 AM Daniel Menezes <[REDACTED]> wrote:

Hi Kavitha,

Today, the University learned that Graduate Students at UC Santa Cruz voted for a one-day work stoppage on May Day (May 1, 2024) that could lead to further work stoppages this month. I understand from our conversations that this vote was not formally authorized by UAW. However, we wanted to be clear that any work stoppages are prohibited by the No Strike Provisions across UAW's contracts with the University and an employee's failure to perform their duties will result in corrective measures in line with the parties' agreement. We are also noting that Rebecca Gross, a UAW organizer at UCSC, authored an email organizing the activity attached at the end of this letter. Per Article 19.A of the BR Contract (and similar language in 20.C of the BX contract):

The UAW, on behalf of its officers, agents, and members agrees 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.

We ask for your partnership and support in preventing further work stoppages and honoring the terms of our agreements. Per Article 19.C of the BR Contract (and similar language in 20.C of the BX contract):

PERB Received
05/27/24 13:40 PM

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.

As always, please don't hesitate to contact me if you have any questions or wish to discuss this or any other matter.

Sincerely,

Daniel Menezes

Daniel Menezes

Chief Negotiator

Systemwide Labor Relations

UC Office of the President

Pronouns: him/his



From: [REDACTED]

Date: Tue, Apr 30, 2024, 11:45 PM

Subject: [IMPORTANT - PLEASE READ] May Day Work Stoppage Guidance & Future Planning Meeting Info

To:

Dear colleagues,

Last week, with an incredible show of solidarity responding to the moment, graduate workers in more than 20 departments at UCSC hosted meetings on short notice to discuss the possibility of withholding labor in solidarity with the [calls](#) from [Palestinian General Federation of Trade Unions](#), [Palestinian Youth Movement](#), and [UCSC Faculty for Justice in Palestine](#). We asked, in short, what form of (if any) action might we take? If we were to take action, when would that action take place?

At a meeting on Tuesday (4/30) evening, more than 250 grads attended in person or online to hear report backs from those 20 plus department meetings. Those in attendance voted to support the call for a **1-Day Work Stoppage tomorrow, May 1st** (International Workers Day). This action is a first collective step to standing in solidarity with these pressing calls.

We are including two (2) different ways you might choose to cancel class, accompanied by templates for you to use to inform your colleagues, students, and supervisors of the labor action you are taking. Please find the template emails below. Regardless of which approach you take to inform your students and supervisor of your work stoppage, the point is to withhold your labor.

Additionally, we voted to hold two (2) upcoming meetings:

1. Meet **this Friday, May 3rd at 4:30pm on Zoom** to discuss the possibility of a demands-based strike and, specifically, what those demands would be. We will send out a tentative agenda on Thursday night.
2. Meet next **Tuesday evening, May 7th (exact time/location TBD ASAP)** to vote on whether or not we want to strike given the demands that we collectively decide upon. We will send out a tentative agenda on Monday night.

We can only assess our capacity to strike, and with what demands, if we meet with our departments and/or lab coworkers **BEFORE** these meetings. We need everyone to schedule department meetings to discuss commitments, demands, and conditions to strike before both Tuesday and Friday. If you would like a representative from the union in addition to your department steward or in lieu of a department steward at your department meeting, please contact Veronica Hamilton [REDACTED] or [REDACTED].

These are decisions that we make collectively as workers. Please plug in, as you are able, to these discussions.

The following email templates are suggested guides to declare your own intent to engage in a work stoppage on May 1, 2024 in solidarity with the call from the Palestinian General Federation of Trade Unions. You are encouraged to determine an assessment of risk particular to your situation. As always, if you do not feel well, you shouldn't work- we have contractually protected sick days.

First possible option: "I am concerned for my safety."

Hello [Students / Supervisor Name],

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working environment and choosing to cancel class.

Sincerely,
[NAME]

Second possible option: I'm striking in solidarity with the call from the Palestinian General Trade Union Federation

Hello [Students / Supervisor Name],

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I am observing the call to withhold labor on May Day and will not be at any meetings or classes on May 1.

Solidarity,
[NAME]

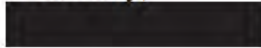
Solidarity,


EXHIBIT B

UAW 4811

[OUR UNION](#) [OUR RIGHTS](#) [OUR MOVEMENT](#)

[JOIN THE MAJORITY](#)

STRIKE AUTHORIZATION VOTE MAY 13-15



On Friday, May 3rd 2024, our union filed Unfair Labor Practice charges in response to UC's actions against peaceful protesters – including UAW 4811 members – over the past week. UAW 4811 members will take a Strike Authorization Vote from **May 13-15 to authorize the UAW 4811 Executive Board to call for a strike if circumstances justify. The vote will be conducted online and all UAW 4811 members in good standing will be eligible to take part.**

Early Monday morning, UC San Diego sent officers in riot gear to the UCSD Gaza Solidarity Encampment and arrested what is likely over 50 protestors, including UAW 4811 members. Additional arrests were also made at UCLA this morning for violations of "curfew." Unfair Labor Practice Charges will be amended as necessary.

It is important for Academic Employees to vote **YES** in the strike authorization vote to show UC Administration that **this unprecedented crackdown on free speech on University campuses is unacceptable.** Our members have been beaten, concussed, pepper sprayed, both by counter-protestors and by police forces. As a union, it is our responsibility to stand beside them and demand that UC stop committing these gross Unfair Labor Practices.

In order to de-escalate the situation, UC must substantively engage with the concerns raised by the protesters — which focus on UC's investments in companies and industries profiting off of the suffering in Gaza. UAW 4811 is calling on UC to peacefully negotiate with stakeholders and reach agreement to address these concerns through:

- 1. Amnesty for all academic employees, students, student groups, faculty, and staff who face disciplinary action or arrest due to protest.**
- 2. Right to free speech and political expression on campus.**

- 3. Divestment from UC's known investments in weapons manufacturers, military contractors, and companies profiting from Israel's war on Gaza.**
- 4. Disclosure of all funding sources and investments, including contracts, grants, gifts, and investments, through a publicly available, publicly accessible, and up-to-date database.**
- 5. Empower researchers to opt out from funding sources tied to the military or oppression of Palestinians. The UC must provide centralized transitional funding to workers whose funding is tied to the military or foundations that support Palestinian oppression.**

EXHIBIT C

PERB Received
05/21/24 13:40 PM

UAW 4811

OUR UNION OUR RIGHTS OUR MOVEMENT

JOIN THE MAJORITY



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1. Amnesty for all academic employees, students, student groups, faculty, and staff who face disciplinary action or arrest due to protest.
2. Right to free speech and political expression on campus.

PERB Received

05/21/24 11:40 PM

3. Disclosure of all investments from UC's known investments in weapons manufacturers, military contractors, and companies profiting from Israel's war on Gaza.

4. Disclosure of all funding sources and investments, including contracts, grants, gifts, and investments, through a publicly available, publicly accessible, and up-to-date database.

5. Empower researchers to opt out from funding sources tied to the military or oppression of Palestinians. The UC must provide centralized transitional funding to workers whose funding is tied to the military or foundations that support Palestinian oppression.

Sign up here to help turn out your coworkers to vote!



This de-escalation is possible: Brown, Northwestern, Evergreen State, Rutgers, University of Minnesota, and UC Riverside were

PERB Received
 able to reach agreements with student protesters. This kind of
 open dialogue and toleration of dissent is the way that
 Universities should deal with members of the campus
 community raising urgent moral issues.





FAQs

Why are we voting to authorize a strike?



What unlawful actions has UC committed?



When will the Strike Authorization Vote take place?



Who is eligible to vote?



How could UC avert a strike?



What additional actions can UC take to address the harm that has been done to the campus community?



How does our Strike Authorization Vote relate to the encampments and the movement for justice in Palestine?



What is UAW 4811's position on the war in Gaza?



Where and when would a strike take place?



What will the strike look like?



What if my campus isn't called?



What makes a strike effective?



Do I have the legal right to participate in a strike?



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05/21/24 13:40 PM

UC says that the strike is not legal. Are they lawfully allowed to discipline me for participating? ✓

Am I allowed to strike if I am an international or undocumented student or scholar? ✓

Will I be paid while I am on strike? ✓

Do we have a strike fund? How do I access strike benefits? ✓

Will the University ask me to attest whether I am working or not? ✓

Am I eligible for strike benefits if I'm an international or undocumented worker? ✓

Can UC withhold my healthcare benefits if I'm on strike? ✓

Can UC withhold my tuition benefits if I'm on strike? ✓

Can I be disciplined in my role as a student for exercising my right to strike? ✓

Can I use vacation or personal time off during the strike? ✓

Will the University care if we go on strike? ✓

Isn't going on strike only hurting ourselves because our research would suffer? ✓

What do I do instead of work if we go on strike? ✓

What should I do with my live test subjects during a strike? ✓

Do I still have to make academic progress while on strike? ✓

EXHIBIT D

May 3, 2024

The signatories agree to the following amended terms:

- All currently public information on UC's investments will be posted to the UCR campus website. It will continue to be updated as the UC releases more information. The goal is to get full disclosure of the list of companies in the portfolio and the size of the investments.
- The UCR Administration agrees to form a task force that includes students appointed by ASUCR's Diversity Council and faculty appointed by the Academic Senate to explore the removal of UCR's endowment from the management of the UC Investments Office, and the investment of said endowment in a manner that will be financially and ethically sound for the university with consideration to the companies involved in arms manufacturing and delivery. The goal of this task force is to produce a report to present to the UCR Foundation Board of Trustees by the end of Winter Quarter 2025. The task force will be formed by the end of the Spring 2024 quarter.
- Commitment to bimonthly meetings with the AVC of Auxiliary Services and an ongoing review of Sabra Hummus consistent with existing product review processes until we can find a resolution.
- The School of Business has discontinued Global Programs in Oxford, USA, Cuba, Vietnam, Brazil, China, Egypt, Jordan, and Israel.
- UCR will modify its approval process for all study abroad programs to ensure compliance with UC's Anti-Discriminatory Policies.




Samia Alkam, Lead Negotiator



Brian Haynes, Vice Chancellor for Student Affairs




Hibah Nassar, SJP President



Christine Victorino, SOE Professor of Practice



Elizabeth Watkins, Provost & Executive Vice Chancellor



Kim A. Wilcox, Chancellor

EXHIBIT E

PERB Received
05/21/24 13:40 PM

UAW 4811

OUR UNION OUR RIGHTS OUR MOVEMENT

May 1 - Written By UAW 4811

Strike Authorization Vote Announcement

Last night, an armed group of counter-protesters attacked the Palestine Solidarity encampment at UCLA, hitting protesters including members of UAW 4811 with sticks, spraying them with bear spray, and pelting them with bottles and fireworks. This comes hours after management at Columbia and City College of New York called in huge groups of riot police to arrest hundreds of student protesters and clear encampments on those campuses. In all these instances, management has employed police violence or allowed violence to be used against students, faculty and academic workers exercising their right to free speech. Our sister union UAW 872, representing academic workers at USC, has already filed Unfair Labor Practice charges against management on their campus over similar failures when LAPD arrested over 90 protesters on that campus.

UC management must change course. At several other universities across the country, management has taken protesters' demands seriously and begun negotiations with coalitions of students, workers, and community members over their divestment from companies supplying arms to Israel's war in Gaza. This option is open to UC as well. The use and sanction of violent force to curtail peaceful protest is an attack on free speech and the right to demand change, and the university must sit down with students, unions, and campus organizations to negotiate, rather than escalate.

At an emergency executive board meeting this morning, **our union's leadership voted to hold a strike authorization vote as early as next week to give the Executive Board authority to call a strike** if circumstances justify: should the university decide to curtail the right to participate in protected, concerted activity; discriminate against union members or political viewpoints; and create or allow threats to members' health and safety, among others, UAW 4811 members will take any and all actions necessary to enforce our rights.

Expect more information on the timeline of the vote in the coming days.

PERB Received
05/21/24 13:40 PM
In solidarity,

UAW 4811 Executive Board

UAW 4811

**Solidarity with University
Encampments Across the
Country**



EXHIBIT F



FEATURED, NEWS

UAW REGION 6 DIRECTOR MIKE MILLER STATEMENT ON ATTACKS ON STUDENTS AND WORKERS AT UCLA



Over the last 2 days, the UCLA Administration has condoned the brutal attack of students and workers as they peacefully protested for justice for Palestine. Rather than negotiating with protestors and de-escalating, UCLA Administration's actions have caused dozens to seek medical attention and hospitalizations, a militarized police presence on campus and the arrest of more than 130 students & workers, including UAW 4811 members. As a former Teaching Assistant, Reader, and Tutor at UCLA, I am outraged by the Administration's actions – using newly applied standards and force to discriminate against students & workers for their political viewpoints.

STAY UPDATED

MEMBERS, FAMILY AND FRIENDS: GET UAW ACTION UPDATES ON YOUR PHONE. TEXT "JOIN" TO 99795, SIGN UP FOR UAWIRE AND GET UAW ACTION UPDATES

VIA EMAIL:

SIGN UP

RECENT POSTS

STATEMENT FROM UAW PRESIDENT SHAWN FAIN ON MERCEDES ALABAMA VOTE May 17, 2024

BMW-RDC UPDATE 5/17/24 May 17, 2024

MERCEDES-BENZ UNDER INVESTIGATION BY GERMAN GOVERNMENT FOR ILLEGALLY VIOLATING WORKERS RIGHTS AT ALABAMA PLANT May 16, 2024

SOLIDARITY MAGAZINE



UAW 4811 members have taken swift action to respond, working alongside thousands of other students and workers at UCLA to mobilize for free speech and safety on campus, and to demand justice for Palestine. **Today, UAW 4811 members are preparing to file Unfair Labor Practice charges over UC's actions, and are moving towards a strike authorization vote.** This comes less than a week after UAW 872 members at University of Southern California also filed an Unfair Labor Practice over similar failures by the USC Administration.

As Local 4811 members move towards a strike authorization vote, know that you have the full support of your Region 6 siblings across the West Coast, and your UAW siblings across the continent, as you stand up for your rights and give voice to those impacted by the war in Gaza.

Our union has taken a clear stance calling for a permanent ceasefire and justice for Palestine. I am proud to work alongside my fellow IEB members and UAW members across the country to continue escalating the call for a ceasefire, and an end to the death, destruction, and human suffering in Palestine.

UAW members across the country are prepared to do what it takes to win justice for working people across the world, and to secure a permanent ceasefire in Palestine. I am immensely proud of the actions members across Region 6 have been taking for months to fight for peace and justice in Gaza, and to demand action from their employers and elected officials alike. As Brother Shawn Fain said so well yesterday: if you can't take the outcry, stop supporting this war.

MAY 2, 2024

SHARE THIS ENTRY

EXHIBIT G

PERB Received
05/21/24 13:40 PM

[REDACTED]: [REDACTED] <[REDACTED]@[REDACTED]>
[REDACTED]: [REDACTED], [REDACTED]
[REDACTED]: [REDACTED], [REDACTED]
[REDACTED]: [REDACTED]

[REDACTED]

----- Forwarded message -----

From: **Jason Contino** <communications@uc-uaw.org>
Date: Wed, May 8, 2024, 10:11 AM
Subject: UCLA 4811 Pre-SAV Membership Rally TOMORROW at 2pm!
To: [REDACTED] <[REDACTED]@[REDACTED]>

[View this email in your browser](#)



Dear [REDACTED],

TL;DR: Pre-Strike Authorization Vote Membership Rally tomorrow, May 9th, at 2pm in the Court of Sciences

Last Friday, our union filed [Unfair Labor Practice](#) charges over UC's unlawful actions towards peaceful protestors over the last 2 weeks. UAW 4811 members will take a strike authorization vote from May 13-15 to authorize the UAW 4811 Executive Board to call for a strike if circumstances justify. Please sign up [here](#) to help turn out your coworkers to vote!

PERB Received
05/21/24 13:40 PM

Join UCLA academic workers tomorrow, **May 9, at 2pm at the [Court of Sciences outside Young Hall](#)** as we rally for our Strike Authorization Vote. We will also hear from our coworkers and members of other Los Angeles unions who are organizing for a Free Palestine. Please click on the button below to RSVP!

[Click Here to RSVP!](#)

Now is the time to show the University that we have zero tolerance for violence against our coworkers, and that we are walking the line for Palestine. UC must substantively engage with the concerns raised by the leaders of the movement on our campuses—which focus on UC’s investments in companies and industries profiting off of the genocide in Gaza.

Solidarity,

Jason Contino
ASE Head Steward, UAW 4811 Los Angeles
Sociology

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Our mailing address is:

UC-UAW

2730 Telegraph Ave Fl 1

Berkeley, CA 94705-1131

[Add us to your address book](#)

Want to change how you receive these emails?

You can [update your preferences](#) or [unsubscribe from this list](#).

EXHIBIT H



Post



Doos Payer UAW2865



Totally! I'm pushing my department to vote in favor. I just have a bad taste in my mouth following the way leadership negotiated in 2022. The top demand that matters here is disinvestment. This is about Palestinians first, and our ability to work comfortably at UC second.

6:43 PM · May 12, 2024 · **81** Views

1 Like





Post



Alexander Rudenshiold



Proud to have voted YES in @uaw_4811's SAV today. The cause of labor is international and should stand against the repression of workers everywhere, at all levels. It is only through our collective power that we can achieve liberation! UC must bargain to divest! Free Palestine!

Authorize the UAW 4811 Executive Committee to call a limited duration strike, if circumstances warrant on one or more campuses between the close of voting and June 30th, 2024. *



Your vote is in!

If your coworkers or labmates haven't voted yet, please send them this link:

<https://bit.ly/sav2024>

9:58 AM · May 13, 2024 · 1,009 Views

3 Reposts 25 Likes



EXHIBIT I

University of California Workers Authorize Union to Call for Strike Over Protest Crackdowns

A union representing about 48,000 academic workers said that campus leaders mishandled pro-Palestinian demonstrations. The vote gives the union's executive board the ability to call a strike at any time.



By Jonathan Wolfe

Reporting from Los Angeles

Published May 15, 2024 Updated May 16, 2024, 1:20 a.m. ET

Unions are known for fighting for higher pay and workplace conditions. But academic workers in the University of California system authorized their union on Wednesday to call for a strike over something else entirely: free speech.

The union, U.A.W. 4811, represents about 48,000 graduate students and other academic workers at 10 University of California system campuses and the Lawrence Berkeley National Laboratory. Its members, incensed over the university system's handling of campus protests, pushed their union to address grievances extending beyond the bread-and-butter issues of collective bargaining to concerns over protesting and speaking out in their workplace.

The strike authorization vote, which passed with 79 percent support, comes two weeks after dozens of counterprotesters attacked a pro-Palestinian encampment at the University of California, Los Angeles, for several hours without police intervention, and without arrests. Officers in riot gear tore down the encampment the next day and arrested more than 200 people.

The vote does not guarantee a strike but rather gives the executive board of the local union, which is part of the United Auto Workers, the ability to call a strike at any time. Eight of the 10 University of California campuses still have a month of

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05/27/24 12:47 PM

instruction left before breaking for summer.

The union said it had called the vote because the University of California unilaterally and unlawfully changed policies regarding free speech, discriminated against pro-Palestinian speech and created an unsafe work environment by allowing attacks on protesters, among other grievances.

“At the heart of this is our right to free speech and peaceful protest,” Rafael Jaime, the president of U.A.W. 4811, said in a statement after the vote. “If members of the academic community are maced and beaten down for peacefully demonstrating on this issue, our ability to speak up on all issues is threatened.”

A spokeswoman for the University of California president’s office said in a statement that a strike would set “a dangerous precedent that would introduce nonlabor issues into labor agreements.”

“To be clear, the U.C. understands and embraces its role as a forum for free speech, lawful protests and public debate,” said the spokeswoman, Heather Hansen. “However, given that role, these nonlabor-related disputes cannot prevent it from fulfilling its academic mission.”

There are still several active encampments at University of California campuses, including U.C. Merced, U.C. Santa Cruz and U.C. Davis. On Tuesday, protesters at U.C. Berkeley began dismantling their encampment after reaching an agreement with university officials.



Pro-Palestinian demonstrators at the University of California, Berkeley, began dismantling their encampment on Tuesday after reaching an agreement with school officials. Santiago Mejia/San Francisco Chronicle, via Associated Press

In a letter to the protesters on Tuesday, Berkeley's chancellor, Carol Christ, said that the university would begin discussions around divestment from certain companies and that she planned to publicly support "efforts to secure an immediate and permanent cease-fire" by the end of the month. But she said that divestment from companies that do business with, or in, Israel was not within her authority.

After packing up their tents, some of the Berkeley protesters traveled on Wednesday to U.C. Merced to attend a meeting held by the University of California governing board. More than 100 people signed up to give public comment, and nearly all of those who spoke about the protests criticized the handling of them by university administrations.

The strike authorization vote enables what is known as a "stand-up" strike, a tactic that was first employed by the United Auto Workers last year during its contract negotiations with General Motors, Ford Motor and Stellantis. Rather than calling

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on all members to strike at once, the move allows the local union's executive board to focus strikes on certain campuses or among certain groups of workers, to gain leverage.

Mr. Jaime, the U.A.W. 4811 president, said before the vote that the union would use the tactic to "reward campuses that make progress" and possibly call strikes at those that don't. He added that the union would announce the strikes "only at the last minute, in order to maximize chaos and confusion for the employer."

The union said on Wednesday that its executive board would announce later this week if it was calling for strikes.

Tobias Higbie, a professor of history and labor studies at U.C.L.A., said that while striking for free speech was unusual, it wasn't unheard-of. The academic workers' union is also largely made up of young people, who have been far more receptive to organized labor than young people in even the recent past, he said.

"It points to how generational change is not only impacting workplaces, but it's going to impact unions," Mr. Higbie said. "Young members are going to make more and more demands like this on their unions as we go forward over the next couple of years, and so I think it's probably a harbinger of things to come."

Jill Cowan contributed reporting.

Jonathan Wolfe is a senior staff editor on the newsletters team at The Times. More about Jonathan Wolfe

EXHIBIT C

PERB Received
05/21/24 13:40 PM

1 **DECLARATION OF LORI G. KLETZER**

2 I, Lori G. Kletzer, declare as follows:

3 1. I am the Campus Provost and Executive Vice Chancellor at the University of California
4 Santa Cruz. I am the chief academic officer and I have authority and oversight over all academic units that
5 provide instruction and research. Except for those facts stated on information and belief, I have personal
6 knowledge of the following facts, and if called as a witness, could and would competently testify to them.
7 As for those matters stated on information and belief, I believe them to be true, and could and would testify
8 to them.

9 UAW Workers At The University of California

10 2. As we understand it, UAW is not disclosing when, where or even if they will call a strike
11 at a particular campus. I have seen statements from UAW’s President Rafel Jaime stating that UAW will
12 announce strikes “only at the last minute, in order to maximize chaos and confusion for the employer.”
13 This limits the University’s ability to implement contingency plans; we do not know when, where, or even
14 if a particular unit or campus will be called to strike.

15 3. As far as I am aware, the only strike the Union has called to date is at the University of
16 California’s Santa Cruz campus. Although predicting the harm this strike will have to UC Santa Cruz
17 students is difficult, below are some examples of harm that either has occurred or is likely to occur in the
18 immediate future. Based on my years of experience with the University of California, I believe these
19 examples would be replicated—and in some cases even more severe—across other campuses, should UAW
20 be permitted to strike at other locations.

21 Impact On Student Learning

22 4. At UC Santa Cruz’s campus, UAW members teach classes and discussion sections, advise
23 undergraduates in discussion groups and laboratory settings, tutor students, administer exams, grade
24 papers, conduct extramurally sponsored research, and supervise undergraduate research, among other
25 tasks. At UC Santa Cruz there are approximately 2,148 academic student employees, 180 postdoctoral
26 scholars, and 246 non-student academic researchers. Over 800 Teaching Assistants oversee roughly 1200
27 discussion and laboratory sections. When UAW members are on strike, they create serious loss of learning
28 for students and potentially negatively impact graduation and retention rates. The most immediate impact

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1 is that classes, sections, and labs taught by these UAW members have been cancelled without advance
2 notice. On the first day of the strike this was true, though it is impossible for us to know the exact number
3 because UAW members are not informing UC Santa Cruz if they are, indeed, withholding their labor.

4 5. The impact on UC Santa Cruz’s undergraduate students will only increase as the strike
5 continues.

6 6. Nor can UC Santa Cruz just pivot and have other faculty teach UAW members’ courses.
7 Some classes are taught exclusively by UAW members. For example, at UC Santa Cruz, a recent History
8 class of 85 students had one professor and four UAW graduate Teaching Assistants. The professor went
9 on medical leave unexpectedly. One of the TAs was promoted to Graduate Student Instructor (GSI) to
10 finish teaching the course. If the GSI and three TAs go on strike, it is not possible to find four people
11 sufficiently qualified to teach this specialized course.

12 7. Other courses have numerous UAW members—for example, five—acting as Teaching
13 Assistants teaching sections of the course. One faculty member cannot physically cover all of these
14 sections, making replacement impossible.

15 8. Further, faculty members at UC Santa Cruz are represented by the Santa Cruz Faculty
16 Association and may refuse to take on the work of striking bargaining unit members of UAW. I have been
17 informed that the Santa Cruz Faculty Association has already indicated that its bargaining unit members
18 will not take on the work of striking employees.

19 9. Additionally, during prior UAW strikes at UC Santa Cruz striking workers deleted scores
20 on assignments from Canvas, the learning management platform most instructors use, for classes taught
21 by striking workers. This harmed the undergraduate students by removing evidence of their work and
22 academic progress and made it difficult to provide grades to students.

23 10. The potential removal of materials and/or grades from Canvas will also cause considerable
24 delay in issuing grades for students in affected classes. At UC Santa Cruz, undergraduates will
25 automatically receive a Pass (‘P’) grade 30 days after the grading deadline if a grade is not otherwise
26 entered by the instructor of record. This grade may have no relation to the student’s progress in the course
27 and will not contribute to the student’s GPA. UC Santa Cruz requires a 2.0 GPA to graduate. Students who
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1 receive a ‘P’ grade instead of a higher letter grade, if they are already close to this threshold, may not
2 satisfy this requirement.

3 11. Delay in grading can also impact other aspects of students’ experience on campus, such as
4 a student’s financial aid. Many sources of student financial aid require verification of Satisfactory
5 Academic Progress (SAP). ‘P’ grades must be assigned to ensure students do not fall below financial aid
6 eligibility thresholds. In past strikes, delays in obtaining grades led to delays in financial aid disbursements,
7 creating hardships for students in meeting living expenses. A default ‘P’ grade or missing grade can cause
8 students to fall below eligibility thresholds.

9 12. Delays in grading and degree completion may impact students’ ability to meet graduate
10 school application deadlines and prerequisites for graduate school, potentially delaying their admission.
11 The overall loss of learning, through cancelled classes, sudden transition to remote modalities when
12 campus access is impeded, and less prepared substitute faculty, will impact their ability to succeed in
13 graduate school and in the workforce.

14 13. During the last strike in 2022-23, a single division at UC Santa Cruz (the Arts Division)
15 saw nearly 78% of its classes taught by UAW members go ungraded for months after the close of the
16 quarter.

17 Impact on University Research

18 14. UC Santa Cruz also has approximately 489 UAW members who are Graduate Student
19 Researchers (GSRs). These UAW members support the research of faculty and other Principal
20 Investigators. Lack of GSR support may result in research delays or loss of research, which impacts the
21 ability of faculty to meet the expectations of grants, potentially imperiling future university funding. The
22 effect of these employees withholding their labor poses a significant threat to the research conducted in the
23 laboratories staffed by these UAW members.

24 15. For example, some of the UAW researchers are designated Principal Investigators (“PI”).
25 The PI is the leader of the research team and is responsible for the overall direction of the research and for
26 management of the research team. Without the PI, the research project generally does not proceed.
27 Cessation of research may result in not meeting the expectations of grants, jeopardizing future university
28 funding. Halting research may also impact the academic progress of graduate students and undergraduate

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1 students working on the project, preventing them from completing projects that they are taking for
2 academic credit and impeding their progress toward their degrees.

3 16. Regardless, UAW researchers—whether a PI or not—have specific research expertise
4 making it nearly impossible for anyone else to fill in for them. Although the impact on specific labs will
5 vary (as I understand it, some UAW members did not vote to strike and some may decline to withhold their
6 labor), below are a few examples of the significant damage various labs would experience if UAW
7 members abandoned their labs and research:

8 a. Longitudinal Studies: Long-term behavioral studies in psychology or
9 neuroscience where researchers track changes in behavior or brain function over extended
10 periods. These studies require consistent handling and observation by the same team to
11 ensure data integrity. Interruptions or changes in personnel can lead to inconsistent data
12 and compromised study outcomes.

13 Example of the strike’s impact on these studies include UC Santa Cruz’s human
14 subject experiments in psychology, linguistics and education. These longitudinal studies
15 depend on regular and consistent interviews with study participants. We have
16 approximately 10 graduate students carrying out work in these areas that will not get done
17 if this strike continues.

18 b. Cell Culture Experiments: Experiments involving the growth and
19 maintenance of cell lines, such as cancer cells or stem cells require regular cell cultures,
20 daily monitoring, feeding, and maintenance. Any disruption can lead to cell death or
21 contamination, setting back research progress significantly.

22 Examples of the strike’s impact on these studies include the following. A large
23 number of studies in microbiology, molecular biology, biochemistry, biomedical
24 engineering at UC Santa Cruz have experiments that require continued maintenance and
25 continued experimentation on cell lines. This is particularly true for studies involving stem
26 cells and other primary cell lines from humans and other mammals that require daily care.
27 This work is primarily done by approximately 70 UAW members, including GSRs and
28 postdoctoral scholars. A strike will endanger this work as well.

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c. Animal Studies: Long-term experiments involving animal models, such as rodent studies in pharmacology or genetics often involve precise dosing, behavior monitoring, and scheduled tissue sampling. Continuity is essential to avoid variability and ensure ethical treatment of animals.

There are 153 GSRs, post-docs and professional series researchers who carry out animal experiments. Examples include generation of CRISPR mutant mouse models and genetic crosses that take up to 18 months to perform. The strike will imperil the continuity that is essential to avoid variability and ensure ethical treatment of animals.

d. Climate and Environmental Research: Studies tracking climate variables or environmental pollutants over time, such as water quality monitoring or atmospheric studies. These projects depend on regular data collection at specific intervals. Delays or gaps can invalidate the entire study period.

Through our Institute for Marine Sciences, and departments of Ocean Sciences, Earth and Planetary Sciences, Environmental Studies and Ecology and Evolutionary Biology, there are approximately 50 graduate students who carry out field-based experiments for terrestrial and ocean-based data gathering. A specific example includes a 40-year study of elephant seals at Ano Nuevo. The strike imperils this work, and like the other areas of study, risks compromising research results, delaying projects, and harming the University’s ability to get grant funding.

Other Irreparable Harm

17. The harm to the University by an unlawful strike is not limited to students and research. It also poses significant strains on other University resources and can potentially impact student and employee safety. At UC Santa Cruz, our public safety officials and student affairs personnel have already been working significant overtime to respond to the protest encampment that remains on the Santa Cruz campus. Responding to a strike has staff stretched to the breaking point.

18. The current protests at UC Santa Cruz present additional safety and logistical challenges. The campus has two access roads. On May 20, 2024, during the first day of the strike, protesters blocked

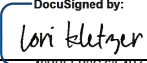
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1 access to both roads for a period of time, and the access through the main entrance remained blocked as of
2 5 p.m., on May 20. This slows—and in some cases prohibits—access to the campus, including access by
3 vital public safety equipment.

4 19. The UAW appears to recognize that their actions will cause severe irreparable harm to the
5 University. In FAQs it released justifying its strike, it explained depriving the University of Union
6 members' labor would cause the University to “cease to function.”

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

9 Executed this 21st day of May, 2024, in Santa Cruz, California.

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11 _____
12 Lori G. Kletzer
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PROOF OF SERVICE

I, the undersigned, declare that I am employed in the County of Sacramento, State of California. I am over the age of 18 years and employed by Sloan Sakai Yeung & Wong LLP and my business address is 555 Capitol Mall, Suite 600, Sacramento, California 95814.

On May 21, 2024, I served the following document(s):

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA’S REQUEST FOR INJUNCTIVE RELIEF

on the parties listed below by the following method(s):

- X** 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).)

SERVICE LIST

Margo Feinberg Amy M. Cu Daniel E. Curry Schwartz, Steinsapir, Dohrmann & Sommers, LLP 6300 Wilshire Blvd., Suite 2000 Los Angeles, CA 90048 margo@ssdslaw.com amc@ssdslaw.com dec@ssdslaw.com eah@ssdslaw.com Attorneys for UAW	
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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 21, 2024, at Sacramento, California.

By: /s/ Rochelle Redmayne
Rochelle Redmayne

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