

1 TIMOTHY G. YEUNG (SBN 186170)
2 tyeung@sloansakai.com
3 MADELINE E. MILLER (SBN 221568)
4 mmiller@sloansakai.com
5 SLOAN SAKAI YEUNG & WONG LLP
6 555 Capitol Mall, Suite 600
7 Sacramento, California 95814
8 Telephone: (916) 258-8800

7 ALLISON WOODALL (SBN 178533)
8 allison.woodall@ucop.edu
9 TIMOTHY HOPPE (SBN 310999)
10 timothy.hoppe@ucop.edu
11 UNIVERSITY OF CALIFORNIA
12 Office of the General Counsel
13 1111 Franklin Street
14 Oakland, CA 94607
15 Telephone: (510) 987-0019

13 Attorneys for Plaintiff
14 THE REGENTS OF THE UNIVERSITY OF
15 CALIFORNIA

16
17 SUPERIOR COURT OF THE STATE OF CALIFORNIA
18 COUNTY OF ORANGE

19 THE REGENTS OF THE UNIVERSITY OF
20 CALIFORNIA,

21 Plaintiff,

22 v.

23 INTERNATIONAL UNION, UNITED
24 AUTOMOBILE, AEROSPACE AND
25 AGRICULTURAL IMPLEMENT WORKERS OF
26 AMERICA, AFL-CIO, LOCAL UNION 4811; and
27 DOES 1 through 30, inclusive,

27 Defendant.

Case No.

EXEMPT FROM FEES (GOV. CODE §6103)

**COMPLAINT FOR DAMAGES AND
INJUNCTIVE RELIEF BASED ON BREACH
OF CONTRACT**

INTRODUCTION

1
2 1. PLAINTIFF The Regents of the University of California (“University”) and DEFENDANT
3 International Union, United Automobile, Aerospace and Agricultural Implement Workers of America,
4 AFL-CIO, Local Union 4811 (“UAW”) are parties to written collective bargaining agreements (“CBA”s)
5 covering four different systemwide bargaining units at the University. These systemwide bargaining units
6 include Graduate Students Researchers, Academic Student Employees, Postdoctoral Scholars, and
7 Academic Researchers. These employees play a critical role in teaching classes, leading discussion sections
8 and labs, and grading the work of nearly 200,000 undergraduate students, as well as engaging in critical
9 research.

10 2. The CBAs between the University and UAW all include provisions prohibiting strikes
11 during the term of each contract. Such no-strike clauses are very common in labor agreements throughout
12 the country. Despite the clear and unambiguous language of the no-strike clauses, on May 15, 2024, UAW
13 announced that 19,780 of its approximately 48,000 members had voted to authorize a system-wide strike
14 against the University.¹ On May 17, 2024, UAW announced that its bargaining unit members at the UC
15 Santa Cruz would begin striking on May 20, 2024.

16 3. Although UAW alleged that it called the strike to protest unfair employment practices by
17 the University, virtually every communication about the strike indicated that it was called to protest the
18 conflict in the Middle East and to force the University to divest from companies that do business with
19 Israel. These issues have nothing to do with the terms and conditions of employment for UAW bargaining
20 unit members.

21 4. On May 28, 2024, UAW expanded its strike to UC Davis and UCLA.

22 5. On May 31, 2024, UAW announced that the strike would expand to UCI, UC Santa Barbara,
23 and UC San Diego on June 3, 2024.

24
25
26 ¹ According to media report, 19,780 out of 48,000 UAW members voted in the strike vote, which is 41%
27 of their membership. Of the minority of union members who actually voted, media reports indicate that
28 79% voted in favor of striking. 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>)

1 6. UAW has publicly stated any strikes at the University would last through at least June 30,
2 2024.

3 7. The blatant breach of the parties' CBAs by UAW will cause harm to the University as it
4 will disrupt the education of thousands of students in the form of cancelled classes and delayed grades. It
5 also endangers the research in hundreds of laboratories across the University. The breach of contract will
6 also cause the University monetary damages.

7 8. All of these campuses where UAW has announced a strike are on a quarter system which
8 ends mid-June. Students at all of these campuses will be entering finals at the end of the first week of June
9 2024.

10 9. Therefore, if UAW's breach of contract is not enjoined, the University will suffer severe
11 and irreparable harm.

12 **JURISDICTION AND VENUE**

13 10. This is a breach of contract action expressly permitted by Labor Code section 1126.

14 11. Labor Code section 1126 states that, "Any collective bargaining agreement between an
15 employer and a labor organization shall be enforceable at law or in equity, and a breach of such collective
16 bargaining agreement by any party thereto shall be subject to the same remedies, including injunctive relief,
17 as are available on other contracts in the courts of this State."

18 12. The Public Employment Relations Board ("PERB") is the state agency charged with
19 administering the Higher Education Employer Employee Relations Act ("HEERA") (Gov. Code, §3560 et.
20 seq.) HEERA makes it unlawful for an employee organization—such as Defendant UAW—to engage in
21 unfair practices, which can include unilateral changes to a collective bargaining agreement. (Gov. Code,
22 §3571.1.) However, HEERA expressly states that PERB "shall not have authority to enforce agreements
23 between the parties..." (Gov. Code, §3563.2, subd. (2).)

24 13. With respect to alleged unfair practices under HEERA, California courts have held that
25 PERB has exclusive initial jurisdiction over those claims. (*See International Association of Firefighters*
26 *Local Union 230 v. City of San Jose* (2011) 195 Cal.App.4th 1179, 1209.) However, by this action the
27 University is **not** seeking to adjudicate whether UAW has committed unfair practices under HEERA.
28

1 14. This action is a breach of contract action under Labor Code section 1126. Under California
2 precedent this court has concurrent jurisdiction with PERB over claims that a collective bargaining
3 agreement has been breached. (*Fresno Unified School District* (1981) 125 Cal.App.3d 259, 274.) This
4 includes a cause of action based on a union’s violation of a contractual no-strike clause. (*Ibid.*)

5 15. The exercise of concurrent jurisdiction is within the sound discretion of this Court.

6 16. UAW has publicly stated that the aim of its strike is to “maximize chaos and confusion for
7 the employer.” UAW intends to accomplish this by disrupting University operations during the finals
8 period at its campuses. As UAW’s strike is a blatant breach of the parties’ CBAs, this Court must act
9 immediately to exercise its concurrent jurisdiction and grant injunctive relief.

10 17. Venue is proper in this County, as Defendant UAW has publicly announced a strike at UC
11 Irvine which is located within Orange County. Plaintiff is informed and believes that Defendant UAW
12 conducts business and operates within Orange County in order to provides services to its bargaining unit
13 members at UC Irvine. All of the CBAs between the parties are systemwide and therefore cover UC Irvine.
14 A breach of contract action may be brought in the county where the breach occurs. (Code Civ. Proc.,
15 §395.5.) Therefore UAW’s strike at UC Irvine constitutes a breach of the no-strike provisions of the CBAs
16 and makes this county proper for venue.

17 **PARTIES**

18 18. Plaintiff The Regents of the University of California (“University”) is, and at all times
19 relevant herein has been a corporation established by the California Constitution (Article IX, Sec. 9). The
20 University is headquartered in Oakland, California.

21 19. Plaintiff is informed and believes and thereupon alleges that Defendant International Union,
22 United Automobile, Aerospace and Agricultural Implement Workers of America, AFL-CIO, Local Union
23 4811, is, and at all times relevant herein has been, a mutual benefit corporation. Defendant is informed and
24 believes that UAW has its principal place of business in Berkeley, California, but operates in each county
25 where the University has a campus.

26 20. The true names and capacities of defendants DOES ONE through THIRTY are unknown to
27 the University, and the University will seek leave of court to amend this complaint to allege such names
28 and capacities as soon as they are ascertained.

CONCURRENT JURISDICTION

21. Labor Code section 1126 provides for a cause of action for a breach of a collective bargaining agreement.

22. To the extent any breach of a collective bargaining agreement also constitutes an unfair practice under HEERA, the courts and PERB have **concurrent** jurisdiction over such breach of contract claims.

23. Because this Court has concurrent jurisdiction, exhaustion of administrative remedies is not required. Rather, the Court has the discretion to determine whether, when and how to adjudicate the breach of contract claims given the pendency of the unfair practice charges.

24. PERB has determine that the strikes and threatened expansion of the strikes present a prima facie case of an unfair practice under HEERA. On May 17, 2024, the University filed an Unfair Practice Charge with the Public Employment Relations Board (“PERB”), PERB Case No. SF-CO-246-H. The University alleged that UAW violated Government Code section 3571.1, subdivisions (c), (d), and (g). On May 21, 2024, the University filed a Request for Injunctive Relief with PERB (PERB Request for Injunctive Relief No. 844). On May 22, 2024, UAW filed an Opposition to the University’s Request for Injunctive Relief.

25. On May 23, 2024, PERB issued a Complaint on the University’s unfair practice charge. However, that same day PERB **denied** the University’s request for injunctive relief without prejudice, finding that the unique standard for injunctive relief under HEERA was not met. On June 3, 2024, PERB **denied** a renewed request for injunctive relief filed by the University.

26. With no jurisdiction over the breach of contract claim and within its limited sphere of overseeing HEERA, PERB has determined that the strikes do not offend HEERA to such an extent that an injunction would be “just and proper.” For purposes of interim injunctive relief in this breach of contract action, PERB has accordingly exercised its **initial** exclusive jurisdiction, ripening this matter for the Court’s determination of the University’s request for injunctive relief based on the irreparable harm that UAW’s multiple breaches of the no-strike provisions caused and will continue to cause absent interim relief.

1 27. PERB is statutorily barred from providing adequate relief to the University under HEERA.
2 In 2012, HEERA was amended to eliminate PERB's jurisdiction to award damages caused by an unlawful
3 strike. (Gov. Code, §3563.3.) Without an award of damages, PERB could not fully remedy the harm caused
4 by UAW's unlawful strike.

5 FACTUAL BACKGROUND

6 28. Since the events in Israel and Gaza on and after October 7, 2023, the University has
7 experienced passionate concern regarding the war in the Middle East across its campuses. The University
8 supports free speech and lawful protests. At the same time, however, the University must ensure that all of
9 its community members can safely continue to study, work, and exercise their rights, which is why it has
10 in place policies that regulate the time, place, and manner for how students and other community members
11 can protest on its campuses. The University has allowed—and continues to allow—lawful protesting
12 activities surrounding the conflict in the Middle East. But when protests violate University policy or
13 threaten the safety and security of others, the University has taken lawful action to end impermissible and
14 unlawful behavior.

15 29. This is precisely what occurred at some of the University's campuses over the past weeks,
16 such as UCLA and UC San Diego. After assessing the situations on their individual campuses, they
17 determined that encampments protesting the conflict in the Middle East violated University time, place,
18 and manner policies, and posed a safety threat to community members. After providing individuals in the
19 encampments with numerous notices that that they needed to disperse, these campuses took steps to disband
20 the encampments. Although most individuals followed the campus' requests to disperse, others who
21 remained in the camps were arrested.

22 30. When UCLA, UC San Diego (and other campuses) met with protesters, administrators
23 understood that they were meeting with students to discuss their protest positions and ways the campuses
24 could peacefully bring the encampments to a close. The University had no indication the protests were
25 connected to any labor disputes (related to UAW or otherwise), or in any way connected to the terms and
26 conditions of employment of UAW bargaining unit members. To the contrary, the only information that
27 the University had was that the protests were organized by students.
28

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

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

12 33. On May 1, upon learning of UAW’s strike vote, and pursuant to the terms of the applicable
13 CBAs, the University quickly contacted UAW’s leadership. The University requested that UAW take
14 immediate action to stop the activity because it violated the CBA’s no strike clause. The Union responded
15 that it was in touch with members “that we know are engaged in activity that may be in violation of the
16 contract and are informing them of their obligations under the CBA.”

17 34. Despite the University reminding UAW of its no-strike obligations under its Agreements,
18 on May 1, 2024, the Union announced that it intended to hold a strike authorization vote. This time, the
19 UAW characterized the strike vote as being in response to UCLA’s decision to disband the encampment
20 on its campus.

21 35. The University responded to the UAW’s notice of intent to take an unlawful strike vote on
22 May 2, 2024. The University again reminded UAW of its no-strike obligations under its respective CBAs,
23 and made clear that UAW had no basis under the CBAs to engage in a work stoppage. The University then
24 asked UAW to inform its members that any work stoppage violates the terms of its CBAs, and asked UAW
25 to cease and desist from pursuing its unlawful strike.

26 36. Continuing to ignore its no-strike obligations under its CBAs, the Union scheduled a strike
27 vote for May 13 to May 15 and instructed its members to be ready to strike as early as May 15.
28

1 37. After announcing its unlawful strike vote, UAW promoted the vote to its members, making
2 clear that it was pursuing the strike to protest the conflict in the Middle East and not because of any
3 incursions on Union members’ terms and conditions of employment.

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

9 39. UAW’s website reflected the larger political and social focus of its strike vote. It urged
10 members to vote “yes” to oppose what the UAW characterized as a “crackdown of free speech on
11 University campuses. . . . The website went on to list UAW’s demands to avoid (and presumably end) its
12 strike. The first and most prominent demand was divestment: “In order to de-escalate the situation, UC
13 must substantively engage with the concerns raised by the protesters – which focus on UC’s investments
14 in companies and industries profiting off of the suffering in Gaza.” UAW then listed other demands,
15 including amnesty for all individuals who face disciplinary action or arrest due to the protest, the right to
16 free speech and political expression on campus, divestment, disclosure of UC funding sources and
17 investments, and allowing researchers to opt out from funding sources tied to certain causes.

18 40. On May 15, 2024, UAW completed its unlawful strike vote. Although the Union represents
19 approximately 48,000 academic workers, according to UAW’s posts on social media, only 19,780 voted in
20 the strike vote. Of the minority of union members who actually voted, media reports indicate that 79%
21 voted in favor of striking.

22 41. On Friday, May 17, 2024, UAW informed the University that it intended to strike on
23 Monday, May 20, 2024 at the University of California Santa Cruz.

24 42. UAW did go on strike at UC Santa Cruz on Monday, May 20, 2024, and the strike is ongoing
25 as of the filing date of this Complaint.

26 43. On May 28, 2024, UAW expanded its strike to UC Davis and UCLA.

27 44. On May 31, 2024, UAW announced that the strike would expand to UCI, UC Santa Barbara,
28 and UC San Diego on June 3, 2024.

1 52. The BR Unit includes graduate students at the University who perform research as a service
2 to the University for financial remuneration and under the specific direction and control of a faculty
3 member or Principal Investigator.

4 53. The University and UAW are parties to a collective bargaining agreement covering
5 Graduate Student Researchers effective December 23, 2022, through May 31, 2025 (“BR Agreement”).
6 The BR Agreement contains a No Strike provisions during the term of the agreement:

7 ARTICLE 19
8 NO STRIKES

9 A. During the term of this agreement or any written extension thereof, the
10 University agrees that there shall be no lockouts by the University. The UAW, on
11 behalf of its officers, agents, and members agrees that there shall be no strikes,
12 including sympathy strikes, stoppages or interruptions of work, or other concerted
13 activities which interfere directly or indirectly with University operations during
14 the life of this agreement or any written extension thereof. The UAW, on behalf of
15 its officers, agents, and members, agrees that it shall not in any way authorize,
16 assist, encourage, participate in, sanction, ratify, condone, or lend support to any
17 activities in violation of this article.

18 B. Any GSR who is absent from work without permission, or who abstains wholly
19 or in part from the full performance of their duties without permission, on the date
20 or dates when such activities indicated above occur, shall be presumed to have
21 engaged in concerted activities on the dates of such actions and shall not be paid
22 for those days.

23 C. The UAW shall immediately take whatever affirmative action is necessary to
24 prevent and bring about an end to any concerted activity in violation of this article.
25 Such affirmative action shall include but not be limited to sending written notice
26 by email or to the home address of all unit members engaged in prohibited activity,
27 informing them that the concerted activity is in violation of this article, that
28 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.

54. The BR Agreement also has a comprehensive management rights clause. Relevant to this
Complaint, 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;

BX Unit – Academic Student Employees

55. The BX Unit consists of Academic Student Employees who are primarily graduate students providing services as teaching assistants, readers, and tutors.

56. 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

1 article. Such affirmative action shall include but not be limited to sending
2 written notice by email or to the home address of all unit members engaged in
3 prohibited activity informing them that the concerted activity is in violation of
4 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.

5 D. SYMPATHY STRIKES

- 6 1. The UAW shall not call, promote or engage in a sympathy strike in support of
7 another UC union or bargaining unit.
- 8 2. Under this section, individual ASEs retain rights of free expression including
9 their right to engage in activities in sympathy with other UC unions or
10 bargaining units who are striking at the work location of the ASE. When ASEs
11 exercise these rights and do not meet the expectation that they comply with the
12 terms of their appointment, at the discretion of the University they may not be
13 paid for work they do not perform and may be subject to discipline and
dismissal.

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

16 57. The BX Agreement also has a comprehensive management rights clause. Relevant to this
17 unfair practice charge, the University retains the following rights:

- 18 3. to establish and administer procedures, rules and regulations, and direct and
19 control University operations;
[. . .]
- 20 5. to determine the work location or relocation, reorganization, or discontinuance
21 of operations;
[. . .]
- 22 9. to establish, maintain, modify and enforce standards of workplace performance,
23 conduct, order and safety;
[. . .]
- 24 12. to establish or modify the academic and work calendars, including holidays and
25 holiday scheduling;
- 26 13. to assign ASE's individual work locations;
- 27 14. to schedule hours of work;
28 [. . .]

PX Unit – Postdoctoral Scholars

1 58. The PX Unit members are postdoctoral scholars who contribute to the University’s
2 academic community by enhancing the research and educational programs at the University under the
3 mentorship of a faculty member or principal investigator.

4 59. The University and UAW are parties to a collective bargaining agreement covering
5 Postdoctoral Scholars effective through September 30, 2027 (“PX Agreement”). The PX Agreement
6 contains a No Strike provisions during the term of the agreement:

7 ARTICLE 14
8 NO STRIKES

- 9 A. During the term of this Agreement or any written extension thereof, the
10 University agrees that there shall be no lockouts by the University. The UAW,
11 on behalf of its officers, agents, and members agrees that there shall be no
12 strikes, including sympathy strikes, stoppages, interruptions of work, or other
13 concerted activities which interfere directly or indirectly with University
14 operations during the life of this Agreement or any written extension thereof.
15 The UAW, on behalf of its officers, agents, and members, agrees that it shall
16 not in any way authorize, assist, encourage, participate in, sanction, ratify,
17 condone, or lend support to any activities in violation of this Article.
- 18 B. Any Postdoctoral Scholar who is absent from work without permission, or
19 who abstains wholly or in part from the full performance of his or her duties
20 without permission, on the date or dates when such activities indicated above
21 occur, shall be presumed to have engaged in concerted activities on the dates
22 of such actions and shall not be paid for those days.
- 23 C. The UAW shall immediately take whatever affirmative action is necessary to
24 prevent and bring about an end to any concerted activity in violation of this
25 Article.
- 26 1. Such affirmative action shall include but not be limited to sending written
27 notice to the home address of all unit members engaged in prohibited activity
28 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.

1 E. Any discipline up to and including discharge arising out of the violation of
2 this provision shall be in accordance with Article 5 -- Discipline and
3 Dismissal.

4 60. The PX Agreement also has a comprehensive management rights clause. Relevant to this
5 unfair practice charge, the University retains the following rights:

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

9 [. . .]

10 5. to establish, maintain, modify, and enforce standards of workplace performance,
11 conduct, order and safety,

12 [. . .]

13 7. to establish University rules and regulations and to require Postdoctoral Scholars
14 to observe them;

15 [. . .]

16 10. to determine or modify the number, qualifications, scheduling, responsibilities
17 and assignment of Postdoctoral Scholars;

18 [. . .]

19 12. to assign work locations and schedule hours of work;

20 RA Unit – Academic Researchers

21 61. The RA unit is comprised of academic researchers, which includes positions such as
22 Academic Specialist, Project Scientists, Professional Researchers, and Coordinators of Public Programs.

23 62. The University and UAW are parties to a collective bargaining agreement covering
24 Postdoctoral Scholars effective through September 30, 2027 ("RA Agreement"). The RA Agreement
25 contains a No Strike provisions during the term of the agreement:

26 ARTICLE 15

27 NO STRIKES

28 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.

- 1 B. Any Academic Researcher who is absent from work without permission, or
2 who abstains wholly or in part from the full performance of his or her duties
3 without permission, on the date or dates when such activities indicated
4 above occur, shall be presumed to have engaged in concerted activities on
5 the dates of such actions and shall not be paid for those days.
- 6 C. The UAW shall immediately take whatever affirmative action is necessary
7 to prevent and bring about an end to any concerted activity in violation of
8 this Article.
 - 9 1. Such affirmative action shall include but not be limited to sending written
10 notice by email or to the home address of all unit members engaged in
11 prohibited activity informing them that they must immediately return to
12 work, and providing local news agencies and newspapers with a public
13 written disavowal of the actions of the unit members.
 - 14 2. If the UAW performs in good faith and in a timely way all of the obligations
15 of Section C.1., above, the UAW shall not be liable to the University for
16 damages suffered as a result of the strike, except for such damages as are
17 caused by the activities of officers of the UAW or with their assistance or
18 consent.
- 19 D. Nothing herein constitutes a waiver of the University's right to seek
20 appropriate legal relief in the event of a violation of this Article.
- 21 E. Any discipline up to and including discharge arising out of the violation of
22 this provision shall be in accordance with Article 6 - Corrective Action and
23 Dismissal.

24 63. The RA Agreement also has a comprehensive management rights clause. Relevant to this
25 unfair practice charge, the University retains the following rights:

- 26 2. establish or modify the academic and work calendar, including holidays and
27 holiday scheduling;
- 28 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;

1 64. Despite the no-strike clauses included above from the CBAs, on May 15, 2024, UAW
2 authorized its leadership to call for a strike that included the Academic Graduate Student Researchers (BR
3 Unit), Academic Student Employees (BX Unit), Postdoctoral Scholars (PX Unit), and Academic
4 Researchers (RA Unit). UAW has also announced that it intended to call strikes at individual campuses
5 with little or no notice to the University to “maximize chaos and confusion” for the University and its
6 students.

7 65. On May 21, 2024, UAW breached the CBAs when it initiated a strike at the UC Santa Cruz
8 campus. Further breaches occurred on May 28, 2024, when UAW expanded its strike to UC Davis and
9 UCLA, and again on June 3, 2024, when UAW expanded its strike to UCI, UC Santa Barbara, and UC San
10 Diego.

11 66. The UAW has also publicly announced that it intends to expand its strike to all University
12 locations unless the University concedes to its political demands. By its conduct, UAW has expressly
13 repudiated the no-strike clause at all University locations.

14 67. The University has performed all obligations to UAW except those obligations the
15 University was prevented or excused from performing.

16 68. UAW’s breach of the CBA was material and substantial because it has interfered with the
17 University’s ability to carry out its business as an educational and public research institution and all related
18 services offered to students and the public.

19 69. UAW’s breach of the CBA caused the University to sustain monetary damages associated
20 with the strike including loss of revenue, waste of resources, and additional costs.

21 70. As a public agency, the University is not required to file a bond or undertaking when
22 requesting injunctive relief. (Code Civ. Proc., § 529, subd. (b)(3).)

23 71. Through its unlawful strike activity, UAW is causing irreparable injury by interfering with
24 the University’s ability to conduct its business and to provide education and community services.

25 **PRAYER FOR RELIEF**

26 WHEREFORE, Plaintiff prays for a judgment as follows:

27 1. That Defendant UAW, their agents, employees, representatives, officers, organizers,
28 committee persons, stewards, members, and all corporations, unincorporated associations, and natural

1 persons acting in concert and participation with any of them, be enjoined and restrained from all strike
2 activities while the no-strike clauses in the CBAs are in effect;

3 2. That a Temporary Restraining Order be granted, enjoining and restraining Defendant
4 UAW, its agents, employees, representatives, officers, organizers, committee persons, stewards, and
5 members, and all persons acting in concert with them or any of them, until the hearing upon an Order to
6 Show Cause, from doing or causing to be done any of the acts prayed in paragraph 1 of this prayer to be
7 enjoined or restrained;

8 3. That upon the hearing of the Order to Show Cause, a Preliminary Injunction be granted
9 restraining Defendant UAW its agents, employees, representatives, officers, organizers, committee
10 persons, stewards, and members, and all persons acting in concert with them or any of them, from doing
11 or causing to be done any of the acts or things prayed in paragraph 1 of this prayer to be enjoined or
12 restrained. For general damages incurred by the University that were caused by UAW's strike;

- 13 4. For damages incurred by the University in an amount to be determined;
- 14 5. For the University's attorneys' fees for this suit;
- 15 6. For its cost of suit herein incurred;
- 16 7. For such other and further relief as may be just and proper.

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18 Dated: June 3, 2024

SLOAN SAKAI YEUNG & WONG LLP

19
20 By: 
21 TIMOTHY G. YEUNG

22 Attorneys for Plaintiff
23 THE REGENTS OF THE UNIVERSITY OF
24 CALIFORNIA