



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

June 11, 2024

Dear Colleagues,

You are receiving this message as an employee represented by the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), Local 4811. This is a follow-up communication regarding leave reporting obligations considering UAW's strike and the temporary restraining order (TRO) issued last week. The University's previous letters are available here: [UAW-Communication-5-15-24-1.pdf \(universityofcalifornia.edu\)](#) and [2nd-UAW-Communication.pdf \(universityofcalifornia.edu\)](#).

As explained below, the University is asking you to: (1) perform your normal work duties for the remainder of your appointment; and (2) accurately fill out your timesheet by submitting (i) that you did not take leave; (ii) that you took an approved paid leave; or (iii) if you were on strike, indicating that you took leave without pay. Hourly employees are expected to accurately report the hours that they worked.

Before talking about these substantive issues, however, we want to say thank you for your hard work at this critical point in the year and the support you provide our students, faculty, and the community. We know that the last several weeks have been impactful and we appreciate all that you do to further the success of our students and UC's critical research efforts.

1. *Perform your Normal Work Duties:*

As you know, the University and UAW have been engaging in a dispute over the legality of UAW's strike, with the University stating that while it fully respects its community's right to engage in lawful protests, the union cannot strike during the term of the agreement and that doing so harms the University's students and research. On Friday, June 7, 2024, a superior court judge granted the University's request for a [temporary restraining order \(TRO\)](#), prohibiting UAW and its members from engaging in any strike activities until June 27, 2024. The court's TRO means that UAW members must continue to perform their regularly assigned work, including administering final examinations, completing grading, submitting grades, and continuing research activities.

Acting in violation of the TRO and the no-strike provision in the collective bargaining agreements (see below) will lead to corrective action and impact future appointments.

It is important to understand that nothing about the TRO or the collective bargaining agreements impact community members' ability to engage in lawful free speech and protest activities. Each location's time, place, and manner rules are available on their websites and provide a framework for lawful protests across the system. UC respects its community's right to engage in lawful first amendment activities consistent with its time, place, and manner rules, rules that create space for civil discourse, debate, and the shared and full use of our public spaces.

2. *Accurately fill out Timesheets:*

We also want to reiterate the University's obligations to align pay with work performed for the

institution and your corresponding obligation to accurately record leave.

For All Campuses/Locations

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

Location	JUNE Leave Reporting Due Date
UCB	7/1/2024
UCD	7/8/2024 by 5pm
UCI	7/6/2024 by 12pm
UCLA	7/6/2024 by 5pm
UCM	7/5/2024
UCR	7/3/2024
UCSD	6/20/2024 by 2:30pm
UCSF	7/5/2024
UCSB	7/10/2024
UCSC	6/30/2024
LBNL	7/23/2024
UCANR	7/8/2024 by 5:00pm

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

For Campuses/Locations Where the UAW Has Called to Stand-Up and Strike (UCD, UCI, UCLA, UCSD, UCSB, and UCSC)

We are asking all UAW employees at strike locations to engage in the leave reporting process as explained above and below. If you do not engage in the leave reporting process, we will rely on the Union’s strike and that you were on strike during the strike period. Because we know that employees can inadvertently forget to submit their timesheet, we are reminding you to submit your leave. Again, if you do not submit your timesheet and if you work at a strike location, you will not be paid for those days the location was on strike.

UAW strike period for June leave reporting: The Union called a strike from June 3 through 7 at UC

Davis, UCLA, UC San Diego, UC Santa Barbara, and UC Santa Cruz, the union called a strike from June 5 through June 7 at UC Irvine. The University will rely on UAW's announced strike plans at those locations when determining pay.

Leave reporting process: You are required to report any absences or acknowledge that you have no absences to report at your location. If you fail to report any absences or acknowledge that you have no absences to report in your time and attendance system during the period while your location was on strike, the University will assume that you were withholding labor pursuant to UAW's strike. If you do not submit anything (absence or confirmation of no absences), leave without pay will be submitted on your behalf for each working day during the strike (June 3 - 7) that you did not submit any time entry. That means **you will not be paid for June 3 - 7 if you do not submit your leave-reporting/timesheet (acknowledging you have an absence to report or do not have any absences to report) by the deadline for your location.**

Thank you for reviewing this message carefully. We will continue to send you reminders throughout June to ensure you understand your obligation to submit your timesheet and leave by the above campus/location deadlines.

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

Example of no strike provision in the Collective Bargaining Agreement:

Example no strike provision from the Graduate Student Researcher contract:

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