



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

June 17, 2024

Dear Colleagues,

You are receiving this reminder 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 letter is available at the following link [3rd-UAW-Member-Communication](#).

As explained in the University's previous letter, the University is asking you to accurately submit your leave reporting/timesheet by submitting (i) that you did not take leave; (ii) that you took an approved paid leave; or (iii) that you took leave without pay, indicating that you were on strike. Hourly employees are expected to accurately report the hours that they worked.

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 by 11pm
UCSD	6/20/2024 by 2:30pm
UCSF	7/5/2024
UCSB	7/10/2024
UCSC	6/30/2024
LBNL	6/20/2024 by 10 am
UCANR	7/8/2024 by 5pm

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.

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 assume 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 leave reporting/timesheet and if you work at a strike location, you will not be paid for those days the location was on strike. 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 above.**

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 acknowledgment that you had an absence/leave to report or not by the above campus/location deadlines.

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.*