

**STATE OF MICHIGAN  
IN THE CIRCUIT COURT FOR THE COUNTY OF WASHTENAW**

BOARD OF REGENTS OF THE  
UNIVERSITY OF MICHIGAN,

*Plaintiff,*

v

Case No: \_\_\_\_\_

THE GRADUATE EMPLOYEES ORGANIZATION  
AMERICAN FEDERATION OF  
TEACHERS LOCAL 3550,

Hon. \_\_\_\_\_

*Defendant.*

\_\_\_\_\_  
BUTZEL LONG, a professional corporation

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**VERIFIED COMPLAINT AND  
PETITION FOR TEMPORARY RESTRAINING ORDER, PRELIMINARY  
INJUNCTION, EQUITABLE RELIEF, AND DAMAGES FOR BREACH OF  
COLLECTIVE BARGAINING AGREEMENT**

Plaintiff, the Regents of University of Michigan, by its attorneys, Butzel Long, a professional corporation, complains of the Defendant as follows:

## **INTRODUCTION**

1. This is an action for temporary and permanent injunctive relief to enjoin an illegal strike by public employees which is in violation of the Michigan Public Employment Relations Act, MCL § 423.201 *et seq.*, and for economic damages suffered by the University of Michigan as a result of Defendant's unlawful breach of its no-strike obligations under the collective bargaining agreement.

## **JURISDICTION**

2. This Court has general equitable jurisdiction over this matter consistent with the Michigan Supreme Court's opinion in *School District for the City of Holland v Holland Education Association*, 380 Mich. 314 (1968), and jurisdiction to order temporary injunctive relief pursuant to MCL § 423.216(h).

3. This Court has jurisdiction over Plaintiff's claims for economic damages as the amount in controversy is in excess of \$25,000. MCL § 600.8301.

4. Venue is proper in this Court pursuant to MCL § 600.1627.

## **FACTUAL BACKGROUND AND COMMON ALLEGATIONS**

5. Plaintiff, the University of Michigan ("University"), is an institution of higher education located in Ann Arbor, Michigan, established by law, and having authority to grant associate, baccalaureate, master and doctoral degrees.

6. Defendant, the Graduate Employees Organization ("GEO" or "Defendant") is a voluntary unincorporated labor organization which is the collective bargaining representative of Graduate Student Instructors ("GSIs") and Graduate Student Staff Assistants ("GSSAs") of the University and has its principal place of business in Washtenaw County, Michigan.

7. The student body of the University of Michigan consists of approximately 45,000 students.

8. The University of Michigan employs approximately 1,800 graduate student instructors and graduate student staff assistants who are members of, and represented for purposes of collective bargaining, by GEO.

9. GSIs and GSSAs either teach or assist with undergraduate and graduate courses for over 36,000 University of Michigan students.

10. The University of Michigan and GEO are parties to a collective bargaining agreement (“CBA”) with a term of April 16, 2020 – May 1, 2023. **Exhibit 1, CBA.**

11. Article III “No Interference” of the CBA contains broad and stringent no-strike commitments by the GEO. This article provides, in pertinent part:

Article III: No Interference

The Union, through its officials, will not cause, instigate, support or encourage, nor shall any Employee take part in, any concerted action against or any concerted interference with the operation of the University, such as the failure to report for duty, the absence from one’s position, the stoppage of work, or the failure, in whole or part, to fully, faithfully, and properly perform the duties of employment. Nothing in this paragraph, however, shall be construed to limit participation of individuals in an activity that is unrelated to their employment relationship. In the event of any such action or interference and on notice from the University, the Union, through its officials, will immediately disavow such action or interference. Further, the Union will instruct in writing (email will suffice) and in a timely matter (e.g., prior to the action or interference when notice from the University is provided prior to the interference) any and all Employees to cease their misconduct and inform them that this misconduct is a violation of the Agreement, which subjects them to disciplinary action, including discharge.  
Exhibit 1, pp. 7.

12. Notwithstanding the no-strike commitments made in Article III on September 8, 2020, the GEO organized, authorized and implemented a work stoppage at the University, which continues to date.

13. The work stoppage is not only violative of the parties' collective bargaining agreement, but also constitutes an unlawful "strike" under Section 2 of the Michigan Public Employment Relations Act ("PERA"), MCL§ 423.202.

14. The unlawful work stoppage and strike has significantly interfered with the operations and educational mission of the University, resulting in canceled classes for students. The University accordingly has suffered and in continuing to suffer irreparable injury as a result of the unlawful strike.

15. In communications with its members, the GEO has admitted that it is engaging in an unlawful strike, but continues the strike in order to attempt to compel the University to accede to certain demands. These demands are summarized on the GEO's website. **Exhibit 2, GEO's Demands.**

16. Many of the GEO's strike demands constitute non-mandatory and/or illegal subjects of bargaining under PERA. These include:

- A demand to defunding of the University's Division of Public Safety, involving a reduction of 50% of their annual budget and a reallocation of the funds to "community based justice initiatives".
- A demand that the University of Michigan "cut all ties" with police, including the Ann Arbor Police Department, and the Immigration and Customs Enforcement Agency of the United States government.
- "Demilitarization" of University Public Safety employees, including the prohibition of the use of "lethal weapons," elimination of military funding, force standards for campus policing, and transparency around the use of surveillance technology.
- No retaliation against anyone (regardless of whether they are University employees and within the bargaining unit) who claims to be unable to work due to police presence.
- Additional support for international students (regardless of whether they are University employees and within the bargaining unit) and repeal of a \$500

international student fee and document shipping fee. (GSIs and GSSAs do not pay this fee, per the Article XX of the parties' Agreement).

- Certain benefits for graduate students who are not University employees or bargaining unit members, including
  - Extensions to degree timelines and funding;
  - A \$2,500 unconditional emergency grant;
  - Rent freezes and flexible leases for on-campus housing and a promise to exert pressure on local landlords to extend the desired UM rent freeze across Ann Arbor.

17. Some of the foregoing subjects of the demands were actually addressed in proposals made by GEO made in collective bargaining proposals for the new collective bargaining agreement, but withdrawn after the GEO members received significant pay increases over the three year contract. Nevertheless, the GEO is now striking over these withdrawn subjects of bargaining.

18. The GEO has also made certain demands concerning employment issues raised by the COVID-19 pandemic. Despite the fact that Article XVI of the parties' CBA, Section 5 expressly covers alleged health and safety hazards, the Union has not grieved or attempted to arbitrate any safety issues under the contractual grievance and arbitration procedures.

19. In response to the unlawful strike, on September 8, 2020, the University filed an unfair labor practice charge with the Michigan Employment Relations Commission. **Exhibit 3, MERC Charge.**

20. The Unfair Labor Practice Charge asserts that the GEO violated its bargaining duty and Section 10(1)(e) of PERA, MCL §423.210(1)(e) by the following acts:

- Organizing, authorizing and engaging in an unlawful strike and work stoppage;
- Unlawfully repudiating the no-strike clause by organizing, authorizing and engaging in the current strike;

- Violating the GEO's duty to bargain in good faith by strike over demands made but withdrawn in the course of settling the collective bargaining agreement;
- Striking in furtherance of non-mandatory and/or illegal subjects of bargaining.

21. This Court has general equitable power under Michigan law to enjoin GEO's unlawful strike upon a showing of irreparable harm by the University of Michigan.

22. Pursuant to MCL §423.216(h), this Court is also authorized to issue a Temporary Restraining Order or other temporary relief that it deems just and proper against GEO to avert irreparable harm to the University pending unfair labor practice proceedings before the Michigan Employment Relations Commission.

23. As a result of the illegal strike by GEO, the student body of the University of Michigan, their parents and the public in general (which supports and is served by the University of Michigan), have been threatened with reparable injury and will continue to suffer and be threatened with serious irreparable injury for which they have no adequate remedy at law, as long as the illegal conduct of GEO continues. That irreparable injury includes, but is not limited to:

- a. Disruption and serious impairment of the vital function of the University of Michigan; namely, the education of approximately 45,000 students;
- b. Damage to the educational growth and plans of the University of Michigan students, including inability to continue classes with no assurance that it will be possible to effectively make up time lost if the strike continues;
- c. Increased operation costs and related damages to the University of Michigan if the Fall term must be extended or changed, with no legal recourse for damages being available against GEO under the laws of the State of Michigan, despite the illegal nature of GEO's conduct;
- d. Loss of confidence in the quality of public education at the University of Michigan on behalf of the students, their parents where applicable, and the general public of the State of Michigan if such illegal conduct is allowed to continue;
- e. Loss of reputation in the quality of public education at the University of Michigan on behalf of students, their parents where applicable, and the general public of the State of Michigan if such illegal conduct is allowed to continue;

- f. Potential risk of loss of federal, state and private financial aid and grants due to cancellation of classes if the strike continues;
- g. Severe prejudice to students in applying for career jobs or graduate programs;
- h. Potential delay in graduation for undergraduate students; and
- i. Repudiation of the collective bargaining agreement and destruction of the collective bargaining relationship.

**Exhibit 4, A. Dittmar Aff ¶¶ 2-12.**

24. The only remedy which will effectively restore the rights of the University of Michigan, the student body of the University of Michigan, their parents, and the general public, is an immediate order of this Court prohibiting and enjoining the illegal acts of GEO.

25. The injunctive relief prayed for in this Verified Complaint will not deprive GEO or any of its members of any legal right and will in no way cause them any loss, injury, or damage.

26. As a result of Defendant's unlawful strike in violation of the collective bargaining agreement, the University has also suffered and will continue to suffer economic damages in excess of \$25,000. Such damages include, but are not limited to, the costs of security and paying alternative instruction personnel to teach and support the classes assigned of the illegally striking member of the GEO bargaining unit.

**COUNT I:**  
**TEMPORARY INJUNCTION TO AVERT STRIKE**  
**BASED ON IRREPARABLE HARM**

27. The University of Michigan repeats and incorporates by reference as though fully set forth herein the previous allegations contained in paragraphs 1 through 26.

28. GEO's unlawful strike is on-going.

29. The University of Michigan is powerless to prevent GEO from engaging in such conduct except by seeking relief in this Court.

30. There is a significant likelihood that, unless restrained by this Court, GEO will continue to engage in illegal conduct, to the detriment of the University of Michigan, the student body of the University of Michigan, their families, and the general public.

31. The University of Michigan, the student body of the University of Michigan, and their families, and the general public have already suffered and will continue to suffer irreparable harm if this Court does not restrain and enjoin GEO's strike. Such irreparable harm includes but is not limited to the fact that the University of Michigan will face the disruption and serious impairment of its vital function, namely, the education of approximately 45,000 students; damage to the educational growth and plans of its students; increased operating costs and related damages if the fall term must be extended or changed; loss of confidence in the quality of public education at the University of Michigan on behalf of the students, their families, and the general public of the State of Michigan if such illegal conduct is allowed to continue; loss of reputation in the quality of public education at the University of Michigan on behalf of the students, their families, and the general public of the state of Michigan if such illegal conduct is allowed to continue; risk of loss of federal, state and private financial aid and grants due to cancellation of courses; potential delay in graduation for undergraduate students; severe prejudice to students in applying for career jobs or graduate programs; interference with the collective bargaining process; a repudiation of the collective bargaining agreement and destruction of the collective bargaining relationship.

32. The harm the University of Michigan, the student body of the University of Michigan, and their families, and the general public if an injunction is not issued outweighs any potential injury the injunction may cause Defendants.

33. The injunction requested herein is not adverse to the public interest.

34. Therefore, the University of Michigan is entitled to this Court's preliminary injunction.

**COUNT II:**  
**INJUNCTIVE RELIEF PURSUANT TO MCL § 423.216(h)**

35. Plaintiff repeats and incorporates by reference as though fully set forth herein the previous allegations contained in paragraphs 1 through 34.

36. The GEO has committed serious unfair labor practices in violation of MCL §423.201(1)(e) as a result of its illegal strike.

37. Pursuant to MCL §423.216(h), this Court is authorized to issue a Temporary Restraining Order or other temporary relief that it deems just and proper against Defendant GEO for violating its duty to bargain in good faith and for engaging in an illegal strike.

38. This Court should exercise its equitable powers under §423.216(h) to avert irreparable harm to the University, pending unfair labor practice proceedings before the Michigan Employment Relations Commission.

**COUNT III:**  
**BREACH OF CONTRACT IN VIOLATION OF NO-STRIKE OBLIGATIONS OF**  
**THE COLLECTIVE BARGAINING AGREEMENT**

39. Plaintiff repeats and incorporates by reference as though fully set forth herein the previous allegations contained in paragraphs 1 through 38.

40. Pursuant to "Article III: No Interference" of the collective bargaining agreement, Defendant and its bargaining unit have agreed to stringent no-strike obligations, agreeing not to "cause, instigate, support or encourage...any concerted action against or any concerted interference with the operation of the University, such as the failure to report for duty, the absence from one's position, [or] the stoppage of work..." **Exhibit 1**, pp. 7.

41. By organizing, authorizing, and implementing a strike and work stoppage in blatant disregard of its no-strike obligations, GEO has knowingly and intentionally breached the collective bargaining agreement.

42. In communications with its bargaining unit, GEO has fully admitted and acknowledged that its strike is unlawful and in violation of the collective bargaining agreement.

43. Notwithstanding the unlawful strike in violation of the collective bargaining agreement, the University must continue to operate to fulfill its educational mission to its students and the public and will do so.

44. As a direct result of Defendant's breach of the collective bargaining agreement, the University will incur additional operating and salary costs and other economic damages, which are now, or which reasonably will be, in excess of \$25,000.

45. Such costs incurred due to GEO's knowing and blatant violation of its no-strike obligations include, but are not limited to, any additional costs incurred in securing and paying alternative instructional personnel to teach and support the classes assigned to the striking GEO bargaining unit members.

46. Under clear principles of Michigan common law, GEO is liable to the University for any and all strike-related costs, expenses, and additional salaries as a result of its breach of the no-strike obligations of the collective bargaining agreement.

## **REQUEST FOR RELIEF**

**WHEREFORE**, the University of Michigan respectfully requests that this Court:

- A. Issue a Temporary Restraining Order ordering that GEO, their officers, agents, employees, representatives, organizers, members and all persons acting in concert with them or any of them, must absolutely desist and refrain from:
  - 1. Striking, under any guise whatsoever, including without limitation any concerted failure to report for duty, or willfully absenting themselves from their positions, stopping work, or abstaining in part from the full, faithful and proper performance of their duties of employment.
  - 2. Encouraging, inducing or persuading members of the GEO bargaining unit of the University of Michigan to strike, under any guise whatsoever, including and without limitation, any concerted failure to report for duty or willfully absenting themselves from their positions, stopping work, or abstaining in whole or in part from the full, faithful and proper performance of their duties of employment, for the purpose of inducing, influencing or coercing a change in the conditions, or compensation, or the rights, privileges or obligations of employment.
  - 3. Utilizing the University of Michigan's email and other electronic communication systems to in any way, encourage, support, or implement the unlawful strike and work stoppage, and from, in any way, using the University of Michigan's email and other electronic communication systems to request or suggest, directly or indirectly, to students that they should cease attending classes in support off the unlawful strike.
- B. Issue an Order to Show Cause why a Preliminary Injunction should not issue during the pendency of this suit from the acts stated in Paragraph A-1 and A-2 in the Prayer for Relief above.
- C. After the hearing on the requested Order to Show Cause, that the Court issue a Preliminary Injunction commanding GEO, as well as its officers, agents and members, to absolutely cease, desist and refrain from the acts set forth in Paragraphs 1 and 2 in the Prayer For Relief above until such time as a final decision on the merits of this case is entered by the Court.

- D. Upon final hearing in this cause, that the Court will issue a Permanent Injunction commanding GEO, and all persons acting in concert with it, absolutely to desist and refrain from each and every of the acts stated in Paragraphs A-1 and A-2 in the Prayer for Relief above.
- E. Order that GEO, by its officers, notify each of its members who are employees of the University of Michigan of the entry of this Court's Temporary Restraining Order and its Preliminary Injunction and inform them that they are legally bound to abide by the terms set forth in such orders. Each notice shall immediately be given orally to as many members as can reasonably be reached and in writing sent to the members of GEO by electronic mail and Certified Mail, Return Receipt Requested. A copy of the letter and evidence of the mailing of notice of each of the Court's Orders shall be filed with this Court on or before the expiration of three (3) calendar days following first service of each of the Court's Orders upon any officer or agent of GEO.
- F. Enter judgement for the University of Michigan and against Defendant GEO in an amount in excess of \$25,000 equal to any and all additional costs, expenses, salaries and other economic damages suffered by the University as a result of GEO's breach of the collective bargaining agreement.
- G. Granting the University of Michigan such other and further relief as the Court shall deem proper.

Respectfully Submitted,

BUTZEL LONG, a professional corporation

By: *Craig S. Schwartz*

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Dated: September 14, 2020

**VERIFICATION**

STATE OF MICHIGAN                    )  
  ) SS  
COUNTY OF WASHTENAW            )

Gloria A. Hage, being first duly sworn, deposes and states that she is a Senior Associate General Counsel at the University of Michigan, that she has read the attached Verified Complaint and Petition for Temporary Restraining Order and Injunction, that she verifies same on behalf of the University of Michigan and is duly authorized to do so; that the foregoing was prepared with the assistance and advice of counsel upon whose advice she has relied; and that the foregoing is true to the best of her knowledge, information and belief.

Gloria A. Hage

The University of Michigan

By: Gloria A. Hage

Its: Senior Associate General Counsel

Dated: September 14, 2020

Subscribed and sworn to before me  
this 14th day of September, 2020.

Jennifer Lynn Traver

Notary Public

Washtenaw County, Michigan

My Commission Expires: 9/13/2024

