BUTZEL
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March 29, 2023

Via email (merc-ulps@michigan.gov)
Sidney McBride, Director
Bureau of Employment Relations/MERC
3026 W. Grand Boulevard
Suite 2-750
Detroit, MI 48202-2988

Re: University of Michigan (Regents) and Graduate Employees Organization, Local 3550

Dear Director McBride:

Attached for docketing please find the University of Michigan's Unfair Labor Practice Charge against Graduate Employees Organization. This is an emergency matter, involving an illegal strike adversely affecting over 47,000 University students. Accordingly, the University does not consent to mediating this Charge unless GEO's unlawful strike activity is ended immediately. So long as the strike continues, the University requests that this case be immediately referred to an Administrative Law Judge, and that the assigned Judge immediately convene a status conference call to discuss the University's request for the immediate issuance of an Order to Show Cause why GEO's unlawful strike should not be found in violation of the Michigan Public Employment Relations Act.

Sincerely,

Butzel

Craig S. Schwartz

CSS:krs
Attachment
Cc: Nathan Walker – w/att. (nwalker@aftmich.org)
Jill Willis – w/att. (WillisJ2@michigan.gov)
Gloria Hage – w/att. (ghage@umich.edu)

CHARGE

Michigan Department of Labor and Economic Opportunity
Employment Relations Commission (MERC)
Labor Relations Division
313-456-3510

Authority: P.A. 380 of 1965, as amended.

INSTRUCTIONS: File an original and 4 copies of this charge (including attachments) with the Employment Relations Commission at: Cadillac Place, 3026 W. Grand Boulevard, Suite 2-750, PO Box 02988, Detroit MI 48202-2988 or 503 W. Allegan, Mason Building, Garden Level, PO Box 30015, Lansing, MI 48909. The Charging Party must serve the Charge on the opposing side within the applicable statute of limitations, and must file a statement of service with MERC. ***(Refer to the "How to File a Charge" document under the "Forms" link at www.michigan.gov/merc.)***

Complete Section 1 if you are filing charges against an employer and/or its agents and representatives. —or—
Complete Section 2 if you are filing charges against a labor organization and/or its agents and representatives.

1. EMPLOYER AGAINST WHICH THE CHARGE IS BROUGHT Check appropriate box: ☐ Private ☑ Governmental

Name and Address:

2. LABOR ORGANIZATION AGAINST WHICH THE CHARGE IS BROUGHT

Name and Address:

Graduate Employees' Organization - American Federation of Teachers Local 3550
Jared Eno - President (president@geo3550.org)
339 East Liberty Street, Suite 340
Ann Arbor, MI 48104

3. CHARGE

Pursuant to the Labor Mediation Act (LMA) or Public Employment Relations Act (PERA) *(cross out one)*, the undersigned charges that the above-named party has engaged in or is engaging in unfair labor practices within the meaning of the Act.

On an attached sheet you must provide a clear and concise statement of the facts which allege a violation of the LMA or PERA, including the date of occurrence of each particular act and the names of the agents of the charged party who engaged in the complained of conduct. The charge should describe who did what and when they did it, and **briefly** explain why such actions constitute a violation of the LMA or PERA.

The Commission may reject a charge for failure to include the required information. However, it is not necessary to present your case in full at this time. Documentary material and exhibits ordinarily **should not** be submitted with this charge form.

4. Name and Address of Party Filing Charge (Charging Party)
(if labor organization, give full name, including local name and number)
University of Michigan

Telephone Number: (734) 764-0304

5. List ALL related MERC case(s) (if any): University of Michigan and Graduate Employees Organization, Local 3350
(Name of parties)

Case No.: 23-0294-CE Judge: Peltz
Case No.: Judge:

I have read this charge and it is true to the best of my knowledge and belief.

Signature of Representative/Person Filing Charge

Email: see attached
Telephone/Cell No.: see attached

Print Name and Title: Craig Schwartz, Co-Counsel; Gloria Hage, Senior Associate General Counsel

Fax No.: see attached

Street Address: see attached | City: see attached | State: | Zip Code: see attached

The Department of Labor and Economic Opportunity will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this agency.

BER____ (5/27)

Attachment "A" to ULP Charge

UNIVERSITY OF MICHIGAN,

Charging Party,

v. Case No.

GRADUATE EMPLOYEES ORGANIZATION,
AMERICAN FEDERATION OF TEACHERS
LOCAL 3550,

Respondent.

/

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Attorneys for Charging Party
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Co-Counsel for the University of Michigan

/

STATEMENT OF UNFAIR LABOR PRACTICE CHARGE
AGAINST RESPONDENT GRADUATE EMPLOYEES ORGANIZATION

1. Respondent Graduate Employees Organization ("GEO") is the collective bargaining representative of Graduate Student Instructors and Graduate Staff Assistants of the University of Michigan ("University"). The GEO and the University are parties to a collective bargaining agreement with a term of April 16, 2020 – May 1, 2023.

2. Article III "No Interference" of the collective bargaining agreement 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**)

3. Since November, 2022, GEO and the University have engaged in collective bargaining negotiations for a new labor contract.

4. Despite repeated objections by the University, and specific requests for GEO to withdraw non-mandatory and/or illegal subjects of bargaining from its bargaining demands, since the inception of bargaining, and continuing to date, GEO has bargained to impasse over several non-mandatory and/or illegal subjects of bargaining under the Michigan Employment Relations Act ("PERA"). These non-mandatory and/or illegal subjects include:

   a) GEO's "Unarmed Non-Police Response" Proposal (**Exhibit 2**).

   This proposal demands that the University "fund an unarmed and non-police urgent response program separate from the Division of Public Safety", a demand which does not pertain to the wages, hours, and terms and conditions of employment of employees in the GEO bargaining unit.

   The proposal further states that the function of this program is intended to provide services not only to University employees outside the GEO bargaining unit, but also to non-students in the Ann Arbor Community:

   > "The function of this program is to facilitate an alternative for faculty, staff, students and community members ... The services of this alternative program will be available to Employees represented by GEO and the wider Washtenaw County Community."

   GEO's bargaining proposal is a non-mandatory subject of bargaining under PERA because it does not impact the wages, hours and terms and conditions of employment in the GEO bargaining unit; seeks to negotiate police services for non-unit members and the public generally; and infringes on the University's management rights under PERA, and constitutional rights undersection 5 of the Michigan Constitution.

   b) GEO's "Payment for Placement" Proposal (**Exhibit 3**)

   In this bargaining proposal, GEO seeks to bargain a minimum $20 per hour stipend for all Masters of Social Work students performing social work placements required by their degree programs despite: 1) all social work graduate students are not GSI's or GSA's in

GEO's bargaining unit; and 2) even if graduate Social Work students are otherwise GSIs or GSAs, the field work they are performing for their graduate degree program is professional training related to their academic requirements and not their activities as an employee of the University.

GEO's proposal further demands that the University contribute $250,000 to the School of Social Work to cover program costs for Social Work students generally, and not specifically to members of the GEO bargaining unit.

GEO's bargaining proposal is a non-mandatory subject of bargaining under PERA because it demands the University provide funding for non-employees and/or non-members of the bargaining unit; and infringes upon the University's management rights under PERA, and Section 5 of the Michigan Constitution, to determine the level of funding for academic programs and students participating in such programs.

c) GEO's "Immigration Protection" Proposal (**Exhibit 4**)

This proposal attempts to place stringent and unlawful restrictions on the University's cooperation with federal immigration agencies attempting to investigate and enforce federal immigration laws. GEO demands in its proposal that the University not cooperate with requests of federal immigration authorities to enter a workplace or inspect records absent a validly executed search or arrest warrant.

The proposal additionally demands that the University not comply with requests of federal immigration authorities to inspect I-9 forms and other supportive documentation establishing a right to work in the United States, or to even enter University premises, unless 72 hours' notice is provided to an employee. This would permit any individual unlawfully working in the United States ample notice and opportunity to evade enforcement of federal immigration law.

Finally, GEO demands that the University pay for and provide legal representation to any employee in any federal immigration inquiry. Such representation is not limited to inquiries about an individual's ability to work in the United States, but rather to all immigration inquiries include visa status generally.

GEO's bargaining proposal is a non-mandatory and/or illegal subject of bargaining in violation of public policy because it prohibits the University's voluntary cooperation with federal immigration authorities enforcing federal law; places restrictions on legal compliance by the University in violation of the federal law; and demands legal representation from immigration issues unrelated to University employment.

5. Notwithstanding GEO's contractual no-strike obligation, on March 29, 2023, GEO initiated an unlawful work stoppage among members of its bargaining unit in support of its non-mandatory and/or illegal bargaining demands, and has encouraged, authorized and organized the illegal work stoppage. The work stoppage not only repudiates Article II of the collective bargaining agreement, but also constitutes an unlawful "strike" within the

meaning of Section 2 of PERA. In the "GEO Strike FAQ" pamphlet attached hereto as **Exhibit 5**, GEO fully admits that **"UM is a public university and it is unlawful for public sector employees to strike in Michigan"**. (at p. 4) Similarly, in the web page headed "GEO Strike FAQ" attached hereto at **Exhibit 6**, GEO states it is going on strike because the University has not accepted its bargaining proposals, and confirms that **"UM is a public university and it is unlawful for public employees to strike in Michigan. In addition, our contract has a 'no strike' clause that says we cannot strike."**

6. Prior to initiating and organizing the unlawful strike, GEO failed to exhaust the statutory dispute resolution mechanism of MERC mediation, and failed to file for or complete the fact finding process provided for under the Michigan Labor Mediation Act, MCLA 423.27 *et seq*.

7. By initiating and organizing a strike in repudiation of Article II "No Interference" of the labor contract, Respondent GEO has violated its duty to bargain in good faith under PERA and has committed an unfair labor practice in violation of Section10(2)(d) of PERA.

8. By bargaining to impasse over non-mandatory and/or illegal subjects of bargaining, and organizing and initiating an illegal strike is furtherance of such non-mandatory and/or illegal bargaining subjects, Respondent GEO has violated its duty to bargain in good faith under PERA, and has committed an unfair labor practice in violation of Section 10(2)(d) of PERA.

9. By organizing and initiating a unlawful strike before exhausting the statutory dispute resolution mechanisms of mediation and fact finding, Respondent GEO has violated its duty to bargain in good faith under PERA, and has committed an unfair labor practice in violation of Section 10(2)(d) of PERA.

WHEREFORE, THE UNIVERSITY OF MICHIGAN requests that the Commission:

1) Enter an immediate Order to Show Cause, requiring Respondent GEO to show cause why it should not be found in violation of PERA for the acts complained of herein;

2) Order Respondent and its officers and agents to cease and desist from unlawfully striking or conducting a work stoppage against the University of Michigan, or from organizing, authorizing or engaging in such action;

3) Order Respondent to cease and desist from repudiating its collective bargaining agreement with the University; and

4) Order Respondent to cease and desist from violating its duty to bargain collectively under PERA, including demanding bargaining on mandatory and/or illegal subjects of bargaining over the University's objections.

Respectfully submitted,

Butzel Long, a Professional Corporation

By: _____
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University of Michigan

By: _____
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GHage@umich.edu
Co-Counsel for the University of Michigan

Dated: March 29, 2023

MICHIGAN DEPARTMENT OF LABOR AND ECONOMIC OPPORTUNITY
EMPLOYMENT RELATIONS COMMISSION ("MERC")
LABOR RELATIONS DIVISION

UNIVERSITY OF MICHIGAN,

Charging Party,

v. Case No.

GRADUATE EMPLOYEES ORGANIZATION,
AMERICAN FEDERATION OF TEACHERS
LOCAL 3550,

Respondent.

_____/

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Co-Counsel for the University of Michigan

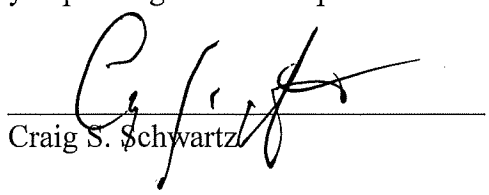
_____/

PROOF OF SERVICE

Craig S. Schwartz states that on March 29, 2023, he served Charging Party's Unfair Labor Practice Charge (with attachment), together with this Proof of Service upon:

Jared Eno – President Graduate Employees Organization American Federation of Teachers Local 3550 339 East Liberty Street, Suite 340 Ann Arbor, MI 48104 president@geo3550.org	Nathan Walker (P86540) 2661 East Jefferson Ave. Detroit, MI 48207 nwaker@aftmichigan.org

via email and by enclosing said documents in an envelope addressed to the above-referenced individuals with postage fully prepared and by depositing said envelope in the United States mail, Troy, Michigan.



Craig S. Schwartz

EXHIBIT 1

AGREEMENT

The Regents of the University of Michigan
&
Graduate Employees' Organization

American Federation of Teachers, AFL-CIO Local 3550

April 16, 2020 – May 1, 2023

whether employment is academically relevant. Neither shall the Arbitrator have authority to review the decision by a department or degree program regarding the acceptability of an employment position as meeting a degree requirement. The Arbitrator shall, however, have authority to determine the factual matter of whether an employment position has or has not been certified as meeting a degree requirement by the department or degree program in which the degree is being pursued.

Nothing herein shall preclude a group grievance on behalf of all named and similarly affected individuals.

Article II: University Rights

The University retains, solely and exclusively, all of its inherent rights, functions, duties, and responsibilities with the unqualified and unrestricted right to determine and make decisions on all terms and conditions of employment and the manner in which the operations of the University will be conducted except where those rights, functions, duties, and responsibilities may be limited in this Agreement.

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 operations 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

Article III: No Interference

immediately disavow such action or interference. Further, the Union will instruct in writing (email will suffice) and in a timely manner (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.

If the Union, through its officials, performs its obligations as set forth in this Article, the University agrees that it will not file or prosecute any action for damages against the Union or its officials or pursue the remedy in the following paragraphs. Nothing herein, however, shall preclude the University from proceeding against any Employee involved in such action or interference.

If the Union, through its officials, fails to perform its obligations as set forth in this Article to disavow such action or interference and/or to provide notice to all Employees in a timely manner to cease their misconduct and inform them that this misconduct is a violation of the Agreement, which subjects them to disciplinary action, including discharge, the University, in consultation with and support from the Provost and Executive Vice President for Academic Affairs, shall inform the Union of its failure in writing.

Effective immediately upon such notice, Article V, Payroll Deduction Authorization for Dues, shall become null and void as set forth in Article V, Section E.

Upon written request from the Union the University will convene a Step 3 hearing within five (5) business days for the purpose of hearing the Union's argument as to why the penalties invoked should be reversed. The University will provide a written response within five (5) business days. The Union may appeal the Step 3 decision under the provisions of Article XIV Arbitration, Section D. Impartial Arbitration.

EXHIBIT 2

Unarmed Non-Police Response Proposal, GEO to UM AHR
12/16/2022

Proposal
The University and The Union recognize "policing as a public health issue" (as per UM|GEO Strike Resolution Agreement, September 16, 2020). The University will uphold the rights of an Employee to a healthy and safe workplace by providing non-police and unarmed alternatives. The University will fund an unarmed and non-police urgent response program.

Changes to contract language
This proposal Affects Article XXI and introduces a new MOU.

Article XXI: Employee Rights
Section G. Health and Safety
No Employee will be required to act, nor will any Employee act, in a manner which constitutes a health or safety hazard in their employment relationship. Recognizing that policing is a public health and workplace safety issue, the University will allocate funds for non-police and unarmed alternatives to support the health and safety of Employees. These alternatives will be separate from the Division of Public Safety and Security.

MOU XVII. Unarmed and non-police alternative for health and safety
The University and the Union share interests in improving the health and safety of Employees, in accord with Article XXI: Employee Rights, Section G. Health and Safety. In recognition of policing as a public health issue, the University will fund an unarmed and non-police urgent response program that is separate from the Division of Public Safety and Security (DPSS). The function of this program is to facilitate an alternative for faculty, staff, students, and community members to call in the event of public health and safety concerns. The services of this alternative program will be available to Employees represented by GEO and the wider Washtenaw County community. The Union shall have the right to meet and confer with the University in the implementation of this program. One current viable alternative to policing is the urgent response program proposed by the Coalition for Re-Envisioning our Safety (CROS) as designed by their Care-Based Safety (CBS) team. An estimated budget amount produced by the CBS team involves a cost-share by the University of $2.25 million.

EXHIBIT 3

P4P Proposal, GEO to UM-AHR
1/06/2023

Proposal 1: Payment for Placements

Proposal: Provides compensation for Masters of Social Work students completing field placements as required by their degree programs. Establishes funds to cover program costs and need-based scholarships.

Changed contract language: This proposal introduces a new MOU into the contract. The MOU number will be finalized once other proposals have been incorporated into the contract.

MOU [N]: Payment for Masters of Social Work Placements

The University shall, in its annual allocation to the School of Social Work (SSW), create a new, permanent line item for the purpose of funding stipends for Master of Social Work (MSW) field students, separate from financial aid-related line items. All students who do not already receive funding at a rate at or above $20/hr from their field site, a state apprenticeship program, or the SSW's Field Placement Donor-Funded Stipend Program will receive a stipend from this source. The hourly stipend for each student shall equal $20/hr minus any existing hourly payment from their field site, apprenticeship program, or the Field Placement Donor-Funded Stipend Program for all field hours required by their degree program. These payments shall be made in addition to any financial aid funding or payments.

Additionally, the University shall contribute $250,000 to the School of Social Work to cover program costs including but not limited to additional staff, training, and supplies for the Office of Field Education (OFE) and the Office of Student Services and Enrolment Management (OSSEM) within the Department of the School of Social Work. Any leftover funds from a given fiscal year shall be reallocated to the School of Social Work's Financial Aid Office to fund need-based scholarships.

EXHIBIT 4

Immigration Protection Proposal, GEO to UM AHR
12/16/2022

Proposal

The University will uphold the rights of an Employee in the event of an immigration case against the Employee. Additionally, the University will provide notice to the Employee and the union, and ensure the Employee has access to legal representation through University-provided legal services.

Article XXI: Employee Rights

Section L. Immigration Protections

In the event in which the University is contacted by ICE, CBP, or other government agencies regarding an immigration case related to an Employee, regardless of the nature of the inquiry, the University is required to first provide 72-hours notice to both the Employee and their primary union contact before complying with requests for information by said agencies.

The University will ensure that agents have obtained a validly executed Search or Arrest warrant prior to allowing agents to enter a workplace or inspect records.

In the event that the University is served with a validly executed Search or Arrest warrant, the University will refuse to permit access to agents for the execution of detention warrants for Employees while working or living on University premises.

The Employer shall not permit the agent(s) to enter the premises without a valid warrant or, in the case of the inspection of I-9 forms, without 72 hours notice. In all instances in which agent(s) are permitted to enter the premises, the University is required to provide 72 hours notice both to the Employee and GEO before the agent(s) are permitted to enter the premises.

In instances in which a detention warrant is being executed against an Employee, the University must not only provide 72-hours notice to the Employee before allowing agent(s) to enter the premises, but must also ensure that the Employee has been notified of the availability of legal representation via University legal services.

Should any change in laws or regulations relevant to these procedures, including but not limited to repeal of DACA, rescinding of TPS, travel bans, or any other change in immigration law or regulations, or a court ruling that sets forth any new interpretation pertaining to these procedures occur, then, at the union's request, the parties shall meet

Unarmed Non-Police Response Proposal, GEO to UM AHR
12/16/2022

Proposal
The University and The Union recognize "policing as a public health issue" (as per UM|GEO Strike Resolution Agreement, September 16, 2020). The University will uphold the rights of an Employee to a healthy and safe workplace by providing non-police and unarmed alternatives. The University will fund an unarmed and non-police urgent response program.

Changes to contract language
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to determine whether any adjustments to these procedures are necessary to comply with the new legal requirements.

[Guarantee of legal representation in the event of a federal immigration inquiry initiated at the workplace]
In the event of a federal immigration inquiry concerning an Employee, the University will ensure that the Employee is given access to legal representation through University-provided legal services. The International Center can provide advice and assistance with Employees' Immigration Status. Employees are responsible for their immigration paperwork and the timely initiation of the immigration process.

The University is prohibited from reverifying immigration documents on their own initiative, outside of an active hiring process.

Section J. Privacy
The University will respect the privacy of all Employees, consistent with University Standard Practice Guide 601.11 "Privacy and the Need to Monitor and Access Records." Records pertaining to Union business will be considered personal in the context of this paragraph, and will be given the same protections and privileges as "Personal Records" in 601.11.

The University will not share any information with government agencies (ICE, DHS, CBP) pertaining to immigration status, criminal history, residence and contact information, except as required by warrant or law.

EXHIBIT 5

GEO
Strike FAQ

Contents:

- Why are UM grad workers considering a strike?
- What is the goal of a strike?
- What will I have to do if we strike?
- How is a strike authorized and who can vote?
- Will striking effect my student visa?
- Is striking illegal?
- Will I lose pay or get fired?
- How should I communicate with my advisor/students?

Why are UM grad workers considering a strike?

At the bargaining table, dozens of graduate students have provided well-researched arguments for each of our proposals. Meanwhile, hundreds of graduate students have participated in several actions to communicate to the University about the necessity of these proposals, including picketing during various events, conducting a work-in protest, and speaking directly to the elected Regents. Yet, the Administration hasn't budged at all. A strike is our absolute last option but one that we must consider at this time.

What is the goal of a strike?

A strike significantly interrupts undergraduate instruction, alerts the campus and local community to our struggle, and brings media attention to the University, all of which pressure the administration to make moves to settle the strike. Once we are on strike, UM leaders will be highly motivated to get us back to work. We will ask UM leaders to make us an offer that can settle the strike. Ultimately, we are striking in order to receive an offer that is acceptable to a majority of GSIs/GSSAs.

What is a strike?

A strike is a coordinated stoppage of work to make an employer meet the needs and demands of workers. During a strike, GSIs and GSSAs would cease performing their paid instructional and staff assistant labor. There are over 2,000 GSIs and GSSAs. When we stop performing our job duties, our value becomes clear to the entire community.

When would we go on strike?

This will ultimately depend on what the University offers us, and will be a collective decision by grad workers. However, we would probably not have a strike authorization vote until mid-March.

How long will we strike for?

We hope that good preparation and a credible strike threat will push the University to make us an offer before a strike even begins. Remember, they have the money and resources to agree to our proposals and can do that at any time. In the event that we do have to strike, a strike could go on for several weeks.

What will I have to do if we strike?

If you are a GSI/GSSA: you should refrain from teaching your class and stop other GSI/GSSA-related activities.

If you are a GSRA: you will not be crossing the picket line by continuing your paid research labor. However, strikes often cause ripples and waves throughout a workplace. In the event of a strike, you and your labmates might decide that the best thing is to halt your experiments for the time being. You should feel empowered to do that!

All grad students regardless of your employment status should participate in picket lines. Picket lines involve chanting, marching, and handing out informational literature outside of buildings.

And, if you are asked to pick up the labor of striking workers, always say no. This is called scabbing and it undermines the democratic decisions of GSIs/GSSAs to go on strike and weakens our collective power, meaning we may have to strike for longer.

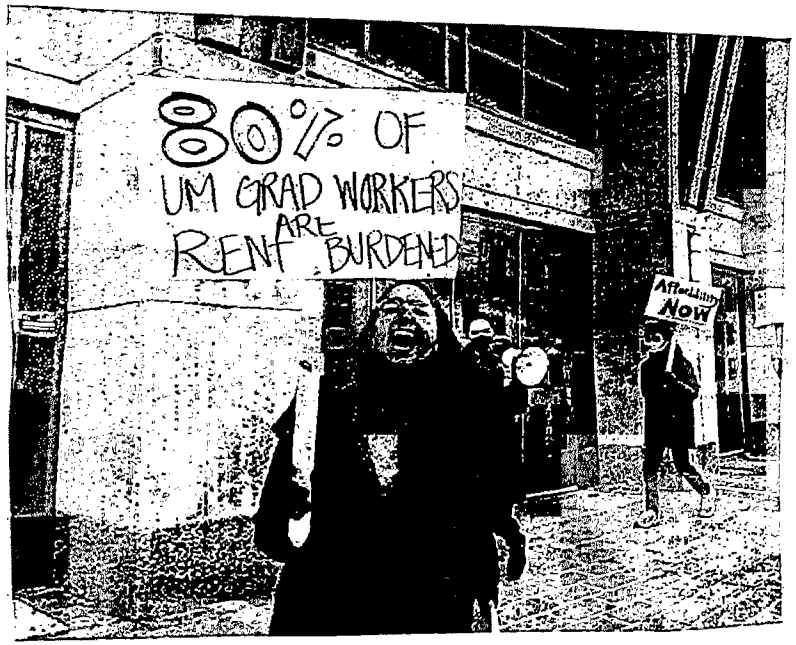
Should I stop attending class or doing my research?

No. Our strike involves a coordinated work stoppage of our GSI/GSSA duties. You can continue to work towards your degree by going to class and conducting research.

I've heard that striking is illegal. Is that true?

Yes. UM is a public university, and it is unlawful for public sector employees to strike in Michigan. In addition, our contract has a "no-strike clause" specifying that we cannot strike. Striking would therefore be a breach of contract and the University could legally discipline or fire us. The question is whether the University would retaliate against workers and the union rather than pay us a living wage. UM is highly unlikely to fire all of its GSIs and GSSAs because we are essential to the day-to-day operations of the University. They need us!

UM could take action against GEO as an organization. None of these actions would directly affect individual members. First, UM could stop collecting union dues from union members. Second, the University could also ask a court for an injunction to force us back to work (see below). Finally, the University could sue GEO for damages if we violated our no-strike clause.



I'm an international student. Can I go on strike?

Yes. International students, like domestic students, have the right to join and participate in their union. Your visa requirements do not restrict your ability to participate in a strike. International students have historically been active and central in GEO since its inception including having led strikes and other collective actions that have improved all of our lives here at UM.

Will UM punish strikers?

Tens of thousands of graduate workers have gone on strike in the U.S. in the last decade, and not one person has lost their place at the university. (UC Santa Cruz did fire some striking grad workers in 2020, largely because at that point the number of strikers was small [~50]. However, even in this case, their union fought for and ultimately won their reinstatement.)

Columbia University has gone on strike five times in the last ten years. After the last strike, they won significant pay increases and improvements to their benefits. Other recent graduate worker strikes succeeded in winning the demands of grad workers at NYU, Harvard, the University of Illinois, and the University of Illinois at Chicago. We ourselves at University of Michigan went on strike and won in 2020.

We will only strike if we have the participation of hundreds of GSIs/GSSAs. Our strength in numbers is our primary protection against punishment, as it has been with every strike everywhere.

Will striking affect my student visa? Will it affect future visas?

No. Your visa is connected to your status as a student not your status as an employee. International students' visas can only be revoked if a student is dismissed from the university. Not one international graduate worker has ever had their visa taken away or restricted for participation in a university labor union. Reach out to us at umgeo@geo3550.org if the administration schedules a disciplinary hearing to punish you for your participation in the strike.

As described above, any legal action UM took would target GEO leadership rather than rank-and-file workers. And in the unlikely event that UM pursued legal action against individual GEO members—something which has never been done before at any institution and may not be legally possible—this would not amount to a criminal penalty, but to a

civil one and should have no impact on your current or future immigration status (whether you are in the US currently or not). We know of no instances of an international grad worker having their visa status or job position affected by striking, or of international students being asked about union participation or striking at the border (including international students who were a prominent part of GEO's leadership during the 2020 strike and international students who were prominently featured in the media during strikes at IU and UCSC).

Employers often target immigrant workers because of their perceived vulnerability, but the truth is that international students are crucial to the University's business model. About a third of grad students and GSIs/GSSAs at UM are international students; if UM attempted to revoke international students' visas, it would seriously damage its prospects for recruiting international grad students and undergraduates alike. This is why international students have been at the center of many grad worker strikes, from UIC to IU to GEO.

How will UM leaders respond?

Based on how administrations have reacted at other universities and how UM reacted against our 2020 strike, we can expect that UM will threaten strikers. They will threaten our jobs, our wages, and our academic standing. You can expect to get an email from Provost McCauley or the Dean of your college telling you that you could be punished for striking. Vague threats of punishment is a typical anti-union scare tactic that we have seen before. The goal of using these tactics is to scare you and stop you from advocating for yourself and others.

Can UM withhold my wages if I strike?

It is not typical for universities to withhold pay. This is because it is illegal to withhold pay from people who are working, and it will be very difficult for UM to determine who is striking and when they are striking. Especially in the context of a strike of hundreds or thousands, UM will probably not be able to logistically withhold pay from only striking workers, and if they withhold from workers who are not striking or who are out sick, they would be acting illegally.

In the event that UM did withhold our wages, we would still have recourse. First, we are raising money for a hardship fund for those who need money for essentials such as rent, bills, and food. Secondly, before agreeing to end the strike, we would insist that UM return any withheld wages just like Columbia grads did in their recent ten-week strike.

Will I get fired if I strike?

UM could legally fire striking workers, and will almost certainly threaten to do so. However, there are a variety of reasons why it is unlikely to follow through:

1. Grad workers are highly specialized laborers performing work that is essential to the University's operations, so UM cannot fire all of us. Where would they find another 2,200 skilled teachers to teach?
2. UM would have to determine which workers were on strike. This is not easy to do in an institution as decentralized as UM.
3. If UM fired more vulnerable workers (like international students), then we could sue them for discrimination.
4. Firing striking workers is an escalation that would likely cause significant backlash from the UM community and beyond.

These are the major reasons why UM has never fired GSIs/GSSAs in previous GEO strikes (including the 2020 strike), and why no grad worker has lost their place at their university over the past decade of strikes. (UC Santa Cruz did fire some striking grad workers in 2020, largely because at that point the number of strikers was small [~50]. However, even in this case, their union fought for and ultimately won their reinstatement.) In addition, we **would** negotiate with the University for a non-retaliation agreement as part of any strike resolution. This is one reason why it is crucially important that we all stay on strike together to ensure all of our collective safety: Without enough strike power, we may not be capable of getting UM to sign a non-retaliation agreement at the end of the strike.

Will I be able to get hired in the future if I strike?

Yes. For those who came in with offer letters, your department is still obligated to hold up their end of the bargain and provide you with the previously agreed upon funding, assuming that you are in good academic standing, are on track with program milestones, or have received exceptions for those things. Moreover, before we would be willing to call an end to the strike, we would negotiate with UM for a non-retaliation agreement. Such an agreement would involve UM communicating with all departments that retaliation through refusal to hire or any other means would be unacceptable.

How will striking affect my students?

A strike will disrupt undergraduate learning in the short term, but it will enhance their educational experience in the long term. Fundamentally, our working conditions are their learning conditions. In addition, many of our proposals would directly benefit undergrads, including class size caps, accessible trans healthcare, and a better childcare subsidy. Finally, many undergrads will go on to grad school themselves, benefiting directly from the progress we make toward affordability and dignity for all grad workers.

Many undergraduates support GEO and will understand why we are striking and will demonstrate support. At the same time, many students will be confused and would prefer that we keep teaching. Preparing your students for a strike is the best way to mitigate stress for them. Email umgeo@geo3550.org for a slideshow and script to talk to them. A strong show of support from undergraduates and their parents will help end the strike swiftly.

What should I say to my advisor?

As support for the strike grows, we encourage you to work with your department steward to inform your departments and faculty supervisors that you are preparing to strike. We encourage you to do this as a group of grad workers preparing to strike. This is much better than trying to have this conversation one-on-one.

Many departments will be supportive because the strike will ultimately help them too. We are advocating for millions of dollars

to be added to fund graduate education, which will increase the money that every department receives.

However, if your advisor oversees your teaching or you have other concerns, talk to your department steward to make a plan. That plan might entail approaching that professor as a group of GSIs or it might entail having the entire department make a statement about why grad workers have decided to strike (the Psychology department has already issued such a statement). We will be providing templates for these conversations and statements soon.

What if UM files an injunction to get us to return to work like they did in 2020?

In the event of a strike, we can expect UM to file an injunction against GEO to force us back to work. This is a common tactic of employers to try to intimidate workers (e.g., EMU sought an injunction against faculty there when they went on strike last year). Keep in mind that an injunction is first and foremost a scare tactic. An injunction cannot result in you personally being criminally charged, sued or in the loss of our status as unionized workers.

The injunction will likely target GEO as an organization and its officers, not rank-and-file workers. (Although we know that a union is its membership, the law constructs the union as separate from workers.)

While UM has the right to enjoin us if we strike, it would mean that the University would rather take its workers to court than pay us a living wage. Such an aggressive attack on our union would likely result in the rest of the UM community turning against the administration. This happened in 2020, when faculty showed up in force to call on UM administrators to revoke their injunction. We ultimately came to a resolution with UM before the courts decided on the injunction.

Finally, the courts would take time to make a decision on an injunction, most likely a week or two. During this time, there would be intense pressure for the University to make a deal that would end the strike. In 2020, GEO's strike began on 9/7, UM filed an injunction on 9/14, and a judge set a hearing for 9/24. Membership voted to accept UM's offer and end the strike on 9/16.

Within these parameters, how an injunction actually plays out depends on many factors that we cannot predict. Grad workers would weigh the relevant factors and make decisions together at the time.

What is the process by which grad workers vote to strike?

GEO leadership will only call a strike authorization vote if enough grad workers sign strike pledges indicating that they would vote "yes." We are collecting strike pledges now at: bit.ly/GEOStrikePledge.

If we get enough strike pledges to demonstrate a widespread commitment to the platform, there will be a vote of GSIing and GSSAing GEO members to authorize a strike. A strike authorization vote authorizes the union's officers to call a strike in the event that all other options for pressuring the University to bargain productively have been exhausted. It does not necessarily mean that we will strike, but it does give us the option. If the membership votes "yes" on the strike authorization ballot, it sends a clear message to the University that our membership is willing to strike over the issues on the table.

Who can vote to authorize a strike?

To vote in a strike authorization, you have to be (1) a current GSI or GSSA AND (2) a GEO member. The ballot will be open for approximately seven days. More information about whether voting will happen in person or virtually and where you can vote will be available in the weeks to come.

I'm supportive of striking for affordability and dignity for grad workers. Now what?

Sign the pledge to strike at bit.ly/GEOStrikePledge

Have more questions?

Email GEO leadership at umgeo@geo3550.org

U-M WORKS BECAUSE WE DO

GEO

EXHIBIT 6

GEO Strike FAQ

→Sign up for a picket shift: bit.ly/GEOPicketShift←
Join a Strike Committee: bit.ly/GEOStrikeCommittee

Why are UM grad workers considering a strike?
What is the goal of the strike?
What is a strike?
When would we go on strike?
How long will we strike for?
What will I have to do if we strike?
Should I stop attending class or doing my research?
I'm an international student. Can I go on strike?
Will UM discipline strikers?
Can UM withhold my wages if I strike?
Will striking affect my student visa? Will it affect future visas?
How will UM leaders respond?
Will I get fired if I strike?
Will I be able to get hired in the future if I strike?
How will striking affect my students?
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Why are UM grad workers considering a strike?

At the bargaining table, dozens of graduate students have provided well-researched arguments for each of our proposals. Meanwhile, hundreds of graduate students have participated in several actions to communicate to the University about the necessity of these proposals, including picketing during various events, conducting a work-in protest, and speaking directly to the elected Regents. Yet, the Administration hasn't

budged at all. A strike is our absolute last option but one that we must consider at this time.

What is the goal of the strike?

A strike significantly interrupts undergraduate instruction, alerts the campus and local community to our struggle, and brings media attention to the University, all of which pressure the administration to make moves to settle the strike. Once we are on strike, UM leaders will be highly motivated to get us back to work. We will ask UM leaders to make us an offer that can settle the strike. Ultimately, we are striking in order to receive an offer that is acceptable to a majority of GSIs/GSSAs.

What is a strike?

A strike is a coordinated stoppage of work to make an employer meet the needs and demands of workers. During a strike, GSIs and GSSAs would cease performing their paid instructional and staff assistant labor. There are over 2,000 GSIs and GSSAs. When we stop performing our job duties, our value becomes clear to the entire community.

When would we go on strike?

This will ultimately depend on what the University offers us, and will be a collective decision by grad workers. We will discuss this at the General Membership Meeting on Monday, March 27. RSVP here: https://bit.ly/GEOEvents

How long will we strike for?

We hope that good preparation and a credible strike threat will push the University to make us an offer before a strike even begins. Remember, they have the money and resources to agree to our proposals and can do that at any time. In the event that we do have to strike, a strike could go on for several weeks.

What will I have to do if we strike?

If you are a GSI/GSSA: you should refrain from teaching your class and stop other GSI/GSSA-related activities.

If you are a GSRA: you will not be crossing the picket line by continuing your paid research labor. However, strikes often cause ripples and waves throughout a workplace. In the event of a strike, you and your labmates might decide that the best thing is to halt your experiments for the time being. You should feel empowered to do that – but remember, there is safety in numbers, so make sure you have conversations with your labmates as soon as possible, and ensure that any action you take is as part of a collective effort.

All grad students regardless of your employment status should participate in picket lines. Picket lines involve chanting, marching, and handing out informational literature outside of buildings.

And, if you are asked to pick up the labor of striking workers, always say no. This is called scabbing and it undermines the democratic decisions of GSIs/GSSAs to go on strike and weakens our collective power, meaning we may have to strike for longer.

Should I stop attending class or doing my research?

No. Our strike involves a coordinated work stoppage of our GSI/GSSA duties. You can continue to work towards your degree by going to class and conducting research.

At the same time, a strike is a collective action—every one of us owns it! Organizing with your coworkers always makes us more powerful. You can ask your professor to cancel class as a group, or organize a walkout of your lab. Talk to your steward if you need help thinking through options.

I've heard that striking is illegal. Is that true?

Yes. UM is a public university, and it is unlawful for public sector employees to strike in Michigan. In addition, our contract has a "no-strike clause" specifying that we cannot strike. Striking would therefore be a breach of contract and the University could legally discipline or fire us. The question is whether the University *would* retaliate against workers and the union rather than pay us a living wage. UM is highly unlikely to fire all of its GSIs and GSSAs because we are essential to the day-to-day operations of the University. They need us!

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Within these parameters, how an injunction actually plays out depends on many factors that we cannot predict. Grad workers would weigh the relevant factors and make decisions together at the time.

Anyone and everyone, sign up for picket shifts: bit.ly/GEOPicketShift

Have more questions? Email GEO leadership at umgeo@geo3550.org