



STATE OF MICHIGAN

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GOVERNOR

DEPARTMENT OF LABOR AND ECONOMIC OPPORTUNITY
LANSING

SUSAN CORBIN
DIRECTOR

February 12, 2026

Katherine DeLong, Esq.
Associate Director of Academic HR, U. of M.
SENT VIA E-MAIL

Contract Committee Chair
Graduate Employees Organization
SENT VIA E-MAIL

**RE: MERC Case No: 25-J-1568-CB
University of Michigan -and- Graduate Employees Organization, AFT Local 3550**

Dear Parties:

On February 6, 2026, in the course of bargaining a labor contract under the auspices of a State Mediator appointed by the Michigan Employment Relations Commission (MERC), a group of approximately 100 people led by members of Graduate Employees Organization, AFT Local 3550 (GEO), left the bargaining room assigned to them to converge on the private caucus room assigned to the 5-member University of Michigan Bargaining Committee (University). The stated purpose of this action, according to GEO's own social media, was to exert pressure on the University to negotiate face-to-face rather than utilizing the State Mediator to pass and receive proposals at the bargaining table. This confrontation was filmed and posted by GEO on Instagram.

What is commonly considered to be peaceful protest activity in the 'public square' may be **prohibited conduct** pursuant to the Public Employment Relations Act, P.A.336 of 1947, (PERA) when such activity takes place in the context of bargaining/mediation. PERA Section 10 provides in pertinent part:

- (3) *A labor organization or its agents shall not do any of the following:*
- (b) restrain or coerce a public employer in the selection of its representatives for the purposes of collective bargaining or the adjustment of grievances.*

MERC case law has long recognized that mediation using 'shuttle diplomacy' is still bargaining in good faith. The University has the right to utilize the State Mediator in this fashion. It is a technique typically used when the relationship between a Union and an Employer is so dysfunctional that the focus is domination and control of the bargaining process itself, rather than on mandatory subjects of bargaining. Clearly, that is the situation here.

As the State Mediator appointed under the Labor Mediation Act, P.A. 176 of 1939 (LMA), I have the responsibility to conduct mediation in a manner that promotes productive bargaining. **Therefore, in the exercise of my authority to manage the mediation process and structure proceedings in a manner conducive to voluntary resolution, I am suspending further bargaining/mediation sessions in this matter for a period of twenty-eight (28) days. This cooling-off period is intended to allow tensions to de-escalate and to institute conditions appropriate for constructive bargaining.**

During the six mediation sessions held to date, I have observed escalating emotions surrounding an issue that GEO intends to advance in negotiations: “I.C.E. on Campus.” GEO has posted its proposal to restrict I.C.E. on social media, using this controversial subject to draw more people into the bargaining process, including non-GEO members, non-bargaining unit members, union ‘allies,’ undergraduates and people who have no affiliation with the University of Michigan, as neither a student nor an employee. Local news media has reported that GEO’s approach to contract negotiations is: “*where all community members can witness and participate in bargaining.*” **There is no duty to bargain with the community under PERA.**

Most shocking is this statement by a GEO member in response to a question about whether the topic of ‘I.C.E. on Campus’ is permissive, rather than a mandatory subject of bargaining. He said “Anything that is a priority to us is not permissive. It’s mandatory, and we will force HR to talk about it.” (see “GEO and HR Stalemate Continues at Open Bargaining Session” by Patricia Leoncio, February 9, 2026, The Michigan Daily).

This fatuous declaration by a GEO representative is shocking for two reasons: (1) it indicates that the GEO intends to render its own rulings on mandatory subjects, thereby usurping the exclusive jurisdiction of the Michigan Employment Relations Commission (MERC) to determine whether a subject is mandatory, permissive or prohibited; and (2) it reveals that GEO intends to force bargaining on any subject it considers to be a priority. **MERC has long held it to be an unfair labor practice to force bargaining on a non-mandatory subject of bargaining.**

GEO’s unabashed admittance that it intends to force bargaining, combined with its efforts to include unidentified non-bargaining unit people who are in no way accountable for what they say or do in bargaining, as noted above, has resulted in expressed concerns regarding personal safety, as well as process integrity. These considerations have materially impaired the parties’ ability to engage in productive discussions in joint sessions.

Therefore, I am directing the parties to make use of the twenty-eight (28) day cooling off period to confer with the State Mediator regarding who and how many will be permitted to attend and/or participate in bargaining/mediation sessions, what identification procedure will be used, and any other measures that will assure the personal safety of all involved in bargaining, as well as security of the bargaining process itself. The State Mediator will determine if it will be necessary to relocate bargaining/mediation sessions to the MERC offices in Detroit to meet these requirements.

Sincerely,

Micki Czerniak
Senior State Mediator
Michigan Employment Relations Commission

cc: Sidney McBride, Bureau of Employment Relations
Richard Ziegler, State Mediator
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