



HIGHER EDUCATION LABOR ORGANIZING LABOR STRIKES

What Columbia Student Workers Are Asking For

The university has finally agreed to respond to striking workers' proposals. Here's what's at stake.

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In early November, student workers at Columbia University in New York City went on strike in response to the university administration's continued failure to bargain over the workers' contract in good faith. Student Workers of Columbia–United Auto Workers (SWC-UAW, of which I was a member until June 2020) represents over 3,000 graduate and undergraduate student workers. SWU-UAW has been asking the university to make meaningful concessions in the areas of compensation, health care, child care and parental leave, nondiscrimination, and union security. As the strike enters its eighth week, the union has presented a new package of proposals to a university administration that has repeatedly met the bargaining committee's efforts with the same, unrevised contract that was voted down by the unit this past April.

Graduate workers at Columbia—who perform essential labor such as teaching, grading, and research—make just above New York City's minimum wage (around \$33,000 annually) if they are fully funded. They often live in housing that is owned by the university and is therefore pegged to their enrollment. The university's functionally nonexistent policy on family leave and child care means active enrollment must be maintained in order to keep healthcare and housing through pregnancy. Child care subsidies are miniscule. Health benefits are altered by the university at will and inordinately expensive for those with dependents. Columbia is the second-largest real estate owner in New York City.

According to its financial report, the university produced a 32.3 percent return on endowment investments for fiscal year 2021.

The university has spilled a lot of ink on the topic of reducing stress for students and faculty during the pandemic, but, as Columbia history professor Elizabeth Blackmar pointed out, they have failed to address the problem in a meaningful way by “settling for a fair contract that acknowledges the cost of living in New York City.” Blackmar, who has held classes on Zoom in acknowledgement of the picket line, describes the situation at Columbia as “exhausting” and says that the “university’s behavior has been unconscionable.” The administration’s failure to compromise means that students’ education has been disrupted by the lack of discussion sections for large seminars and, where graduate workers are the instructors of record (which is often the case for languages and core

classes), students have simply not had class. Many students will not receive grades if the strike continues into the next semester. Neither the provost nor the office of the dean of the Graduate School of Arts and Sciences replied to requests for comments.

Graduate students at Columbia voted to unionize in 2014. The university declined to voluntarily recognize the union, and when the National Labor Relations Board affirmed that graduate students at private universities were, in fact, workers in 2016, the university filed objections. The administration then refused to actually begin bargaining. Columbia, like any large employer, would prefer that its students, faculty, and the public believe the strike is ongoing as a result of graduate student intransigence and unreasonable demands, but the record shows a university administration that has expended enormous amounts of energy, not to mention money, actively refusing to compromise or even communicate.

The duration of the strike is due to GSOC's adoption of more-democratic decision-making processes. Whereas the April strike was "paused" by the bargaining committee, the current strike is authorized through weekly polling of the rank and file. Every week for eight weeks, a majority of those withholding labor have voted to continue the strike despite pressure from the university and certain UAW officials. Furthermore, this strike is pegged to contract demands. Rather than being a largely symbolic demonstration of member support and willingness to strike,

the past eight weeks have shown what it means to leverage labor power in bargaining. And it has been effective: On December 23, finally, Columbia has agreed to respond to the latest package proposal in writing.

Publicly, the university has been calling for mediation—essentially claiming that the strike is gratuitously disruptive and an agreement can be reached by civilized discussion. At the same time, it has made several legally questionable retaliatory moves. In August, it announced a dramatic change to stipend disbursement that would make it easier to withhold larger portions of graduate students' already meager stipends during a strike. Until this fall, workers received two-thirds of their annual salary in two lump sums at the start of each semester. The other third was disbursed biweekly. In August, Columbia announced that stipends would be paid monthly, starting in October for the month of September. Employers are not legally required to pay striking workers, but what Columbia did was clearly aimed at preventing a strike by threatening the livelihoods of union members. Furthermore, workers, many of whom had not been paid over the summer, were suddenly without an expected \$8,000 check. So, while millions of dollars accrued interest in the university's accounts, graduate workers were buying groceries with credit cards. Compounding this already aggressive financial harassment is Columbia's dubious practice of collecting the entire semester's rent from workers living in student housing up front in

September. These are not dormitories but rent-stabilized apartments that make up a small fraction of the university's massive real estate portfolio.

More recently, the university threatened striking workers with a lockout, stating that teaching appointments may not be available to those who remain on strike past December 10. It is illegal to replace workers who are on strike for unfair labor practices. Lung Family Professor of Asian American Studies and professor of history Mae Ngai says that many faculty members support the workers' right to organize and to strike, and calls the university's recent threat of a lockout "reprehensible."

Columbia has claimed, from the beginning, that academic labor is special labor and that student workers are not primarily workers but students and are therefore benefiting from education rather than contributing value to the university. This logic ignores the reality of a normal career trajectory, during which an employee gains knowledge and skills in one job and then moves on to a better-paying one. Whatever intellectual or experiential benefit an employee gains from holding a job for a period of time cannot be logically separated from their profitable labor. The university had to officially abandon its long-standing line that a union would disrupt the "special" relationships that

students form with their advisers after multiple NLRB decisions made it clear that, legally speaking, graduate student workers are workers. But, according to members of the bargaining unit, it has continued to hide behind this false distinction during bargaining sessions, repeatedly labeling certain activities as “academic” and therefore appropriate not topics for bargaining.

To be clear, no one is asking that things like grades become subject to grievance procedures. But particularly in the case of harassment and discrimination, it is precisely *because* of the entanglement of education and labor that protections are needed. Graduate students depend on the patronage of a few professors for their work appointments, and those same people determine whether they will advance as students. The average PhD in the humanities and social sciences takes between five and seven years. One can only imagine the power held by someone who decides whether someone works and whether the past five years of her scholarly labor will be acknowledged. The potential for retaliation in the case of harassment is immense.

One of the major sticking points in the contract is the union’s demand that in the case of discrimination or harassment, students be given five months of transitional funding and placed by the university with another supervisor. This is particularly important for those working in labs. Unlike students in the humanities and social sciences, they cannot, in the case of a hostile work environment, take their work to a different supervisor. The

university is willing to move on transitional funding, but claims that it cannot guarantee appointment in another lab. The union has made it clear that this would place the burden of altering their entire academic trajectory on the student worker: Without the guarantee of placement in another lab, the student's choice is between tolerating harassment and dropping out of the program. Given the hard sciences' record for sexual harassment, the university's position is actively discriminatory. Special workplace, indeed.

Despite insisting, over and over again, that the benefits that accrue to graduate students are exceptional and that treating their activities as labor would undermine this education, the university's behavior has been that of an unexceptional employer at every step. And this includes its repeated claims that graduate student workers enjoy special benefits that would be disrupted by union intervention. But once in a while it shows its hand. The lockout is a prime example: The students who are accused of simply taking from the university, it turns out, are doing work that is essential for the university to continue functioning.

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