

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
CHARGE AGAINST LABOR ORGANIZATION  
OR ITS AGENTS

DO NOT WRITE IN THIS SPACE	
Case	Date Filed

**INSTRUCTIONS:** File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

## 1. LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT

a. Name Student Workers of Columbia, UAW Local 2710	b. Union Representative to contact [REDACTED]	
c. Address (Street, city, state, and ZIP code) c/o UAW Region 9A 350 West 31st Street, Suite 701 New York, NY 10001	d. Tel. No. [REDACTED]	e. Cell No. [REDACTED]
	f. Fax No. [REDACTED]	
	g. e-mail [REDACTED]	

h. The above-named labor organization has engaged in and is engaging in unfair labor practices within the meaning of section 8(b) and (list subsections) 8(b)(1), 8(b)(3), and 8(d) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

## 2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

See attachment.

3. Name of Employer The Trustees of Columbia University in the City of New York	4a. Tel. No. [REDACTED]	b. Cell No. [REDACTED]	c. Fax No. [REDACTED]
	d. e-mail [REDACTED]		

5. Location of plant involved (street, city, state and ZIP code) Studebaker Building, 615 W. 131st St. 4th Floor, New York, NY 10027	6. Employer representative to contact [REDACTED]
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7. Type of establishment (factory, mine, wholesaler, etc.) Institution of Higher Education	8. Identify principal product or service University	9. Number of workers employed approximately 3500
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10. Full name of party filing charge The Trustees of Columbia University in the City of New York
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11. Address of party filing charge (street, city, state and ZIP code) Studebaker Building, 615 W. 131st St. 4th Floor, New York, NY 10027	11a. Tel. No. [REDACTED]	b. Cell No. [REDACTED]	c. Fax No. [REDACTED]
	d. e-mail [REDACTED]		

## 12. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

(signature of representative or person making charge)

(Print/type name and title or office, if any)

Address Studebaker Building, 615 W. 131st St. 4th Floor, New York, NY 10027

Date August 8, 2025

Tel. No. [REDACTED]
Cell No. [REDACTED]
Fax No. [REDACTED]
e-mail [REDACTED]

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)  
PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 89 FR 24869 (April 9, 2024). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information may cause the NLRB to decline to invoke its processes.

## Attachment to Unfair Labor Practice Charge – Section 2

The Trustees of Columbia University in the City of New York (“the University”) and Student Workers of Columbia, UAW Local 2710 (“SWC” or “the Union”) are parties to a collective bargaining agreement, that was effective August 1, 2021, through June 30, 2025 (“CBA”). The Union represents certain student assistants at the University. The parties currently are in negotiations for a successor CBA.

The Union is not bargaining in good faith, in violation of the National Labor Relations Act, by refusing to meet face-to-face for negotiations; insisting on virtual bargaining and virtual observation of bargaining; conditioning bargaining on the presence of an expelled student; improperly attempting to bargain over matters that are not related to terms and conditions of students’ employment with the University; and filing grievances that similarly have nothing to do with terms and conditions of students’ employment.

Since the contract expired on June 30, 2025, the University has shared a number of proposals for the Union’s consideration by e-mail, all relating to the actual terms and conditions of the students’ employment, proposed a one-year extension of the contract, and encouraged FMCS mediation in an attempt to reach an agreement. To date, the Union has only proposed a 3-month extension of the CBA, along with significantly enhanced compensation and additional provisions unrelated to terms and conditions of employment.

Among other things, the Union has insisted on bargaining only if the negotiations can be broadcast virtually to observers, and refused to meet with the University on several occasions because the University would not agree to virtual bargaining and/or to what the Union deemed a sufficient number of observers. On the one occasion when the Union appeared for in-person bargaining, the Union did not bargain in good faith. Rather, the Union arrived with over one hundred individuals who engaged in shouting and chanting “shame” at the bargaining committee of the University, instead of engaging in good-faith discussions about proposals related to terms and conditions of employment. Additionally, during that bargaining session, a substantial number of Union members attempted to record the session on their digital devices, and the Union also surreptitiously attempted to record and broadcast the session over Zoom.

Despite the University’s attempts to meet with SWC since February, only one in-person session has been held so far (the one just described), with no progress made toward reaching a successor agreement. Additionally, on June 3, 2025, the Union stated publicly on social media that it would condition bargaining on the University’s agreement to the Union’s proposed ground rule to allow open bargaining on Zoom. The Union stated: “no open bargaining means no contract!” The Union has maintained that it would condition the resumption of bargaining on the University’s agreement to this ground rule. On July 31, the Union reiterated this position, stating that if the University’s “priority is an expedient discussion of the contract extension, it must take place over Zoom.”

The Union has also stated publicly that it seeks to bargain over subjects unrelated to employment and instead related to student and academic issues. The Union set forth these bargaining

priorities in a video released on Instagram and X on April 18, 2025, demanding, among other things, that the University strip Public Safety Special Patrol Officers of the authority to make arrests as situations demand in the course of their work, that Columbia be prohibited from engaging security contractors, that the University destroy CCTV records generated for the purpose of maintaining campus security as they pertain to students, and that the University designate the campus as a sanctuary space.<sup>1</sup> Many of the Union's stated bargaining priorities do not relate to terms and conditions of employment or are otherwise not mandatory subjects of bargaining. These priorities demonstrate the Union's intent to insist upon negotiating first and foremost over non-contract issues, which are outside the legal scope of union action in a bargaining context.

The Union also has violated the Act by insisting that the University bargain with its titular president, Grant Miner, who has announced publicly that he was expelled from the University after occupying a University building in violation of University policy. The University has explained that it will not engage with the Union's president, based on its belief—arising from his prior conduct—that his participation would interfere with good-faith bargaining given his severed relation to the University as a result of his violation of the Rules of University Conduct. Those violations have resulted in two University staff members filing a lawsuit against Mr. Miner for allegedly causing them injuries through his role in the acts of property damage and interactions inside Hamilton Hall during an unauthorized occupation of that University building on April 30, 2024. The allegations include that Mr. Miner and others participating in the occupation of Hamilton Hall engaged in civil rights violations against the employees and intentionally inflicted emotional distress upon them. Additionally, the CBA explicitly provides that officers of the Union must be members of the bargaining unit.<sup>2</sup> At all times relevant to this matter, Mr. Miner was not a member of the bargaining unit represented by the Union because he was not in a position covered by the CBA, and is thus not a proper officer under the CBA.

The Union also violated the Act by directing its members to engage in an unlawful sit-down strike, when it directed the membership via social media to proceed to Butler Library on the afternoon of May 7, 2025, a building owned by the University where students were preparing for their final examinations, with the intent to disrupt University operations. It was publicly reported that one of the Union's officers was arrested in connection with the occupation of the library, after their previous arrest and discipline for engaging in campus disruptions. According to public reports, at least one other member of the Union leadership also was arrested in connection with the events at the library. In addition to being unlawful conduct under the Act, this behavior violated various provisions of the CBA, including the "No Strike/No Lockout" provision, which states "[d]uring the life of this Agreement, the Union will not cause, or cause the Student Employees represented by it to cause, nor will any such Student Employee take part in any strike, slowdown, work stoppage, *or any other concerted interference with the University's work.*"<sup>3</sup> It further provides "No officer or representative of the Union shall authorize, instigate, aid or condone any such activity and no Student Employee shall participate in any such activity."

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<sup>1</sup> The video may be viewed at <https://www.instagram.com/reel/DImIkG4RmZ4/>.

<sup>2</sup> Article 19, Section 3.

<sup>3</sup> Article 22, Section 2.

Notably, the Union now requests including as observers to bargaining the students who were disciplined as a result of their participation in the Butler Library disruption.

The Union further is violating the Act by pursuing grievances and a ULP charge related to various student issues that have nothing to do with employment, including demands to have Weingarten representatives present during student conduct proceedings. The Union's attempt to bring student discipline issues within the domain of bargaining violates the Act.<sup>4</sup>

The Union's actions, including but not limited to those described above, violate Sections 8(b)(1), 8(b)(3), and 8(d) of the Act.

The Union's violations of the Act, in particular the Union's demonstrated intent to improperly attempt to bargain over matters that are not related to terms and conditions of employment, demonstrate the Union's lack of good faith in serving its fundamental purpose of representing the bargaining unit in connection with terms and conditions of employment. In effect, the Union has ceased functioning as a labor organization within the meaning of the Act with no intention of bargaining primarily over the terms and conditions of employment for student workers.<sup>5</sup> In such circumstances, the Union has not and is not bargaining in good faith and thus has violated the Act.

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<sup>4</sup> In addition to pursuing grievances and charges that have nothing to do with employment, the Union has attempted to improperly utilize the grievance process of the CBA to achieve other goals, which is the subject of another pending charge filed by the University. Specifically, in Case No. 02-CB-361636 (Columbia University/SWC), the University has challenged the Union's attempt to use the grievance process to amend the recognition clause of the CBA.

<sup>5</sup> The United States Supreme Court recognized this concern when it held that "principles developed for use in the industrial setting cannot be imposed blindly on the academic world." NLRB v. Yeshiva University, 444 U.S. 672, 680–681 (1980), citing Syracuse Univ., 204 NLRB 641, 643 (1973). The Board also has noted that problems could arise from "attempting to force the student-university relationship into the traditional employer-employee framework." Brown Univ., 342 NLRB 483, 487 (2004). Of note the Brown decision was overturned by the NLRB in Columbia Univ., 364 NLRB No. 90 (2016), the precedent under which the parties operate today.