

Article \_\_

UNION ACCESS AND RIGHTS

Section 1

- a. To the extent permitted by the Family Educational Rights and Privacy Act (FERPA), the University will provide to the Union a weekly electronic file containing the following information for each SW in the bargaining unit:

Name  
Net ID  
Permanent and local street address, city, state, zip code,  
Job title  
Date of birth  
Place of birth  
Dates of employment  
Dates of enrollment  
Anticipated or actual date of graduation  
Enrollment status  
Department mail code,  
All known email addresses to the extent reported by the SW  
All known phone numbers to the extent reported by the SW  
Employing department or program  
Department or program in which SW is enrolled  
Position classification

This listing shall be provided to the Union at no cost. This listing shall include all SWs who were in the bargaining unit at any point in the intervening time since the production of the prior listing. If any item on this list is unavailable at the time of delivery, every effort shall be made to include this information in future lists.

- b. Additional non-directory information; FERPA Communication and FERPA Release.

As an enclosure to each SW's initial appointment letter, the University shall provide a FERPA Communication and a FERPA Release Form as described below.

1. The FERPA Communication will include, at minimum, the following information:
  - a. The Union is the SW's exclusive bargaining representative;
  - b. The Union has a legal obligation to represent the SW when they are engaged in bargaining unit work and that to do so, the Union may need certain information about its unit members so that it is properly prepared to enforce the collective bargaining agreement, which covers pay and other terms and conditions of employment;
  - c. In order to avoid any conflict between the Union's right to access this information under the National Labor Relations Act, and FERPA, which regulates the disclosure of certain information in a SW's student records, the SW will be asked to complete and sign the FERPA Release Form and return the form along with all other required on-boarding paperwork, such as an I-9, etc.; and,
  - d. Contact information of both the Union and the University for the SW to raise any questions about the FERPA Release and/or how the information shared with the Union may be used.
2. The FERPA Release Form will contain, at minimum, the following:
  - a. An option for the SW to waive their privacy rights under the Family Education Rights and Privacy Act (FERPA) and affirm their consent to release non-directory information that may be sought by the Union for representational purposes and to which the Union would ordinarily be entitled under the National Labor Relations Act.
  - b. An option for the SW to decline to waive their privacy rights under FERPA.
  - c. Information about how a student may change their selection in the future, including revoking a waiver; and,
  - d. Any specific language the University determines is legally required.
3. In cases related to Article \_\_ Discipline and Discharge if the SW has affirmatively restricted the disclosure of non-directory information by what they chose on the form, the University, in accordance with the provisions of that Article, will inform the SW

that they are entitled to union representation, and the University shall give the SW the opportunity to voluntarily sign a FERPA waiver.

4. The Union agrees that it will not re-disclose any personally identifiable information that it receives pursuant to this article.

Section 2. Union representatives shall be provided reasonable access to the University mail systems, including e-mail.

Section 3 Following ratification and approval by the parties, the University shall publish the Agreement on a designated website.

Section 4 At the beginning of each academic year, the Union shall furnish the University with a written list of up to ten (10) officers and other authorized representatives and shall update the list when changes occur. The University shall deal with such individuals as representatives of the Union for purposes of investigating, presenting and settling grievances in accordance with the provisions of the collective bargaining agreement.

Upon securing permission (such permission shall not be unreasonably delayed or denied) from a supervisor, such representatives shall be permitted reasonable time to investigate, present and process grievances on University property during regular working hours.

Such activities cannot take place while a SW involved is conducting a class nor can such activities disrupt University operations.

Hourly SWs may also serve as one of the ten (10) Union representatives but shall not receive any release time.

The question of possible release time for any future collective bargaining will be left to the parties to address prior to the beginning of such negotiations.

Section 5. Except for classrooms while class is in session and certain research labs or other areas designated by the relevant academic department, Institutional Animal Care and Use Committee, or the Environmental Health & Safety department as restricted due to safety concerns, Union representatives, including International Union, UAW, shall have access to all SW workspaces on University premises to conduct any necessary Union business but only after advanced notice to the supervisor.

Under no circumstances shall Union representatives interfere with programs, operations or the work of SWs or other University employees.

Section 6 If a School or University Department holds any orientation(s) at which SWs are expected to attend, in order to address SWs that are present, the University will provide the Union with advance notice of any such orientations. The Union shall be permitted up to thirty (30) minutes after the conclusion of such orientation to meet with SWs.

The Union shall promptly notify the University as to whether it wishes to use such time.

The Union is free to distribute a packet of Union materials to SWs at such orientations during its thirty (30) minutes.

Section 7. The University agrees to furnish conference and/or meeting rooms at no cost for Union meetings upon prior request by the Union, on the same basis as recognized student organizations within a given school. The Union acknowledges that certain spaces on campus may require that a fee be paid by the Union consistent with what other recognized student organizations within a given school must pay. The Union agrees to comply with all University regulations and policies regarding the reservation and use of such facilities.

Section 8 The Union shall have access to designated space on existing bulletin boards in University departments that employ SWs. All postings by the Union shall be done in accordance with University policies regarding access and approval required for bulletin board use on the campus.