

UNIVERSITY COUNTER

6-8-21

ARTICLE 18

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 directory 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
- The Directory Email address
- The Directory Telephone number
- 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. If the SW affirmatively consents to the disclosure of such information to the Union as provided for in Section B. below, the University will also include the SW's rate of pay **for all pay codes**. However, the rate of pay will be reported on the same basis as the pay period.

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.

Within, or as an enclosure to each SW's appointment letter, the University shall provide a FERPA Communication and a FERPA Release Form as described below, either in paper format or a format where the Form can be completed and submitted to the University electronically, or if a paper form is sent, scanned and returned electronically. The initial version of the FERPA Communication and the FERPA Release form, and any changes to either document, shall be shared with the Union prior to its initial dissemination.

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 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 Communication and FERPA Release Form 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. This option will be accompanied by a statement that the Union, if provided access to such information by the SW, may use such information only for the purposes for which the disclosure was made and may not disclose the information to any other party without the prior consent of the SW.
- 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.

3. In cases related to Article 19, Discipline and Discharge, if the SW has not permitted the disclosure of their non-directory information to the Union, 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 Release Form.

4. The Union agrees that it will not re-disclose any personally identifiable information that it receives pursuant to this article without the prior consent of the SW.

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 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 release time to investigate, present and process grievances on University property during regular working hours without suffering a loss of pay.

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

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, provided that such designation shall not be made in a manner that discriminates against the Union. 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 Department/employing unit holds an orientation session aimed at SWs at the beginning of the academic year or term, the Department/employing unit will provide the Union with at least one week's advance notice of such orientation session.

In such cases, the Department or employing unit will set aside 30 minutes immediately after the orientation for the Union to use the same meeting space and address 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.

If, for any reason, the Union is not provided notice or not scheduled for a time-slot, the relevant Department/employing unit shall work with the Union to schedule a Union-specific orientation session for their SWs during the course of the given semester or will provide the Union with the names of the newly appointed SWs in Department/employing unit.

Section 7. The University agrees to furnish conference and/or meeting rooms (physical and virtual) 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 Schools, Departments, Programs, Institutes, and Centers 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.