

GENU-UAW Employment Records Counter, responding to Union proposal 1/25/2024
– 5/31/24

ARTICLE

EMPLOYMENT RECORDS

Section 1. Definition and Scope.

Employment records as used in this Agreement include ~~The term "employment records" encompasses~~ appointment letters, payroll and benefits details, disciplinary actions, and work evaluations. Materials related to a Graduate Student Worker's (GSW) course of study, grades, academic progress, and aspects of graduate study other than service as a GSW shall not be considered part of a GSW's employment records. Records involving the processing and resolution of a grievance, such as grievances and appeals, grievance responses, settlement documents, and arbitration records, shall not be considered part of a GSW's employment records. Email or other electronic communication (e.g., via Microsoft Teams chat) shall not be considered part of a GSW's employment records. Employment records shall include the following GSW's:

- NUID (Employee Identification Number ~~(hereinafter referred to as "NUID")~~);
- Start date of appointment employment;
- End date of appointment employment;
- Pay rate/stipend amount;
- Hours of work;
- Frequency of pay;
- Name of supervisor/PI; and
- Hiring department.

The University shall keep and maintain an electronic employment record for each GSW. The University shall ensure that online versions of employment records are secure. The employing department or hiring unit shall communicate evaluation criteria and procedures for written employment evaluations, if any, to the GSW and the Union at any time upon request.

Section 2. Access and Review Rights.

GSWs shall have the right to review their employment records at any time via a secure online portal ~~in Workday~~. New additions and changes to a GSW's employment records

must be included ~~in Workday~~ within two (2) business days. GSWs may authorize Union representatives to review their employment records. The authorization shall be valid for the period designated by the individual or, if no time period is designated, for one (1) calendar year from the date of authorization. The designee shall have access to all employment information in the records. The University shall make publicly available the location(s) of the employment records of GSWs and contact information relevant to gain records access for GSWs or their designated representative.

Section 3. Right to Review Correction and Removal.

If ~~upon inspection of the employment records,~~ a GSW disagrees with any of the information contained in Employment such records, removal or correction of such information may be agreed upon by the GSW and the University. Student workers may express disagreement with any information contained in their employment record by sending an email to <designated office> for records change requests. A GSW may initiate this process via email. If a GSW and the University cannot agree upon such removal or correction within seven (7) calendar days, then the GSW may append materials to the employment records under dispute. Such appended materials shall be maintained as part of the employment records and shall accompany any transmittal or disclosure of such records to a third party. The University shall correct or remove any factually incorrect material promptly.

Section 4: New Materials and Information.

GSWs shall be notified of the placement of any new or modified materials that are added to their employment records within two (2) business days. The notification shall appear within the system used for tracking employment records, such as Workday. GSWs shall be provided with an additional notification within five (5) business days of any information that is being used, has been used, or may be used to negatively affect the GSW's qualification for employment, promotion, transfer, or additional compensation. ~~Such information shall not include coursework, academic progress, or other non-employment records.~~

Section 5: Confidentiality.

Employment records shall be treated as confidential student information consistent with any other student information maintained by the University. The University shall not make personally identifiable material in an employment record public without the GSW's consent. Employment records are confidential and may not be shared with outside parties, including law enforcement (e.g., Northeastern University's Police Department, Boston Police Department, or U.S. Immigration and Customs Enforcement), except when required by a lawful subpoena or by court order that has

been properly served by one having the authority to do so. The University shall notify the employee of such a request when it is received.

Section 6: Rights Conferred.

Rights established in this Article are conferred on current and former GSWs. Current and former GSWs shall have the right to file a grievance alleging violation of this Article, pursuant to Article __ (Grievance and Arbitration). Employment records shall be retained consistent with University policies on record retention for student records~~The University shall be obligated to keep employment records for the duration of the GSW's employment and for, but no less than~~ eight (8) years after employment has ended. No disciplinary records shall be kept in the GSW's employment records post-employment.