

University's Third Employment Records Proposal – 6/18/24

* Updated language from the University's second Employment Records proposal is highlighted.

* The University's second comprehensive contract proposal offered on March 15, 2024 remains on the table as a union contract settlement that the university will sign when and if the Union is interested.

* The university reserves the right to add to, modify or withdraw proposals as part of the negotiation process, and to offer additional proposals. No agreement applies to any single provision unless there is agreement on a final package.

ARTICLE XX EMPLOYMENT RECORDS

Section 1. Employment records as used in this Agreement for stipended graduate students shall mean the Appointment Letter that is required by Article VI, Section 3, as well as any discipline **imposed and written performance evaluations that are** unrelated to academics and concerns non-academic work as defined in this Agreement. For hourly graduate students covered by the Agreement, "employment records" shall mean information maintained by the Office of Student Employment, Graduate Assistantships and Fellowships ("SEGAF") that concern their hourly assignment, which will include the following:

- Start date of the hourly assignment
- Anticipated end date of the hourly assignment if reflected
- Pay rate **and frequency of pay** for hourly assignment
- Hours of work recorded by the graduate student
- Hiring department
- Supervisor if reflected
- NUID

Section 2. Notwithstanding the above, no record characterized as an "employment record" shall be construed to mean any record covered by FERPA. Moreover, "employment records" shall not include any record that concerns academic matters, which includes, but is not limited to, materials related to a student's course of study, grades, academic progress, course evaluation, aspects of graduate study related to dissertation work, and academic matters covered by Article III and Article IX. **Grievances and related documents generated as part of the grievance process shall not be maintained as part of an "employment record."**

Section 3. Students shall be able to obtain a copy of their employment records at least ~~twice~~ **once** each ~~year~~ **academic term** by submitting a request for records in accordance with the following process: Stipended graduate students shall direct a records request to the associate dean for graduate affairs in their college, with a copy to the Department Chair in colleges with departments; and hourly graduate students shall direct a records request to **the following contacts at SEGAF; [INSERT CONTACT INFORMATION]**. Colleges shall endeavor to respond to requests under this request process within ten (10) business days. This process shall be replaced with student direct systems access to their employment records once University systems are redesigned to accommodate such requests, **which shall be no later than the beginning of the**

second year of this Agreement. Once direct systems access is in place, the once-per-term request process outlined above shall no longer apply. The University shall provide notice to students of the above records request process, including the location of direct systems access.

Section 4. Students may express disagreement with any information contained in their employment record by sending an email to the contact points for records requests outlined in Section 3. Such email shall set out the specific basis for the disagreement and the reasons therefor. The University may, but is not required, to consider the student's email and to adjust the information in response. -Any email submitted from the student shall be considered part of their employment record, and provided in response to any request pursuant to Section 3 if available.

Section 5. Student "employment records" shall be treated as confidential student information consistent with any other student information maintained by the University. All policies and procedures designed to protect student information shall apply to such records. Student "employment records" shall be retained consistent with University policies on record retention for student records.