

10/11/24 University counter

*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.

*Changes to the Union's counter highlighted

ARTICLE # EMPLOYMENT RECORDS

Section 1. Employment records as used in this Agreement for ~~GSWs stipended graduate students~~ shall mean the Appointment Letter that is required by Article ~~XXVI~~, Section ~~XX3~~, 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. **Employment records shall also include** ~~In addition, for hourly graduate students covered by the Agreement, "employment records" shall include 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~~ **appointment/assignment**
- Anticipated end date of the ~~hourly assignment if reflected~~ **appointment/assignment**
- Pay rate and frequency of pay for ~~hourly assignment~~ **the appointment/assignment**
- Hours of work recorded by the graduate student **worker, as applicable**
- Hiring department **or college**
- 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, "e"~~ **Employment records** shall not include any **academic records, including records** ~~that concerns academic matters, which includes, but is not limited to, materials related to a GSW's student's course of study, grades, academic progress, or course evaluations, 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. ~~GSWs Students~~ shall be able to obtain a copy of their employment records at least once each 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~~ **and department chair (when applicable) in their college where they are employed;** 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].~~ **Hourly GSWs may also obtain bulleted information in Section 1 from the Office of Student Employment, Graduate Assistantships and Fellowships.** Colleges shall endeavor to respond to requests under this request process within ten (10) business days. This process shall

be replaced with ~~student~~ an online 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~~ first~~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 GSWs~~students~~ of the above records request process, including the location of direct systems access.

Section 4. GSWs~~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 shall~~may, but is not required, to~~ consider the GSW's~~student's~~ email and to~~may~~ adjust the information in response. Any email submitted from the GSW~~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~~ "eEmployment records" shall be treated as confidential GSWs~~student~~ information consistent with any other GSW~~student~~ information maintained by the University. All policies and procedures designed to protect GSWs~~student~~ information shall apply to such records. A GSW's name, NUID, email address, phone number, and physical address shall not be shared with any local or federal law enforcement agency, including NUPD, except in accordance with applicable law when required by lawful subpoena or court order. ~~Student~~ "eEmployment records" shall be retained consistent with University policies on record retention for student records.

Section 6. GSWs may authorize Union representatives to review their employment records through a FERPA release identified in Article ____. 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.

Section 7. Upon completion of the online employment records access system, 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 if University systems can accommodate this function. The notification shall appear within the online system used for tracking employment records.