

Article XX

EMPLOYMENT RECORDS

Section 1. "Employment record" shall be defined as documents maintained by the University reflecting an individual's appointment as a GE, revision or termination of such appointment, job-related evaluations and discipline of the GE and pay and benefits related to such appointments. The University shall not make personally identifiable material in an employment record public without the GE's written consent except where required or permissive by law.

Section 2. Materials related to a GE's course of study, grades, academic performance, academic progress and aspects of graduate study other than service as a GE shall not be considered part of the employment record. Grievances filed by a GE and records concerning the processing and resolution of the grievance, including any arbitration pertaining to any grievances, shall also not be considered part of the employment record.

Section 3. The University shall, within ten (10) working days after receipt of a written or otherwise expressed request from a GE, permit such GE, who may be accompanied by a Union representative if the authorization by the GE so provides, to inspect the GE's employment record. Such inspection shall take place during regular business hours at a location designated by the University. The GE may not remove the employment record from the designated premises.

Section 4. If, upon inspection of the employment record, the GE disagrees with any information contained in the record, removal or correction of such information may be agreed upon by such GE and the University. If such GE and the University cannot agree upon such removal or correction, then such GE may submit a written statement explaining the GE's position and subsequent requests. Such statement shall be maintained as part of the employment record and shall accompany any transmittal or disclosure of such record to a third party.

Section 5. Within ten (10) days after receipt of a written request from a GE, the University will provide such GE, or the Union if the GE has authorized the Union to receive it, with a copy of all or part of the GE's employment record, provided the request reasonably identifies the materials to be copied and released to the GE or designated Union member.

Section 6. The employee shall be notified of the placement of any negative evaluative material in his/her employment record within ten (10) working days of the negative evaluative material being attached to their employment record.

Section 7 Grievances filed by a GE and records concerning the processing and resolution of the grievance, including any arbitration pertaining to any grievances, shall also not be considered part of the employment record.