

**ARTICLE XX.
EMPLOYMENT RECORDS**

New University language in yellow

Section A. "Employment record" shall include documents maintained by the ~~Employer~~**University**, including but not limited to letters of appointment or reappointment to a position covered under this agreement; revision or termination of such appointment; related work evaluations; information relating to the Employee's academic and professional accomplishments submitted by the Employee or placed in the file at their request; ~~memoranda of discussions with the employee relating to evaluations of the employee's professional performance~~— and any disciplinary action related to such appointment.

Section B. Documents related to filed union grievances will be kept separate from other employment records.

Section C. Upon request to their departmental administrators, employees shall be granted access to their University employment records within five (5) business days following such a request.

Section D. Employees shall have the right to review and have a copy made of their employment records.

Section E. Employees shall have the right to request removal or correction of any factually incorrect material from their employment record. The ~~Employer~~**University** shall correct any such factual errors or shall remove the factually incorrect material within seven (7) business days of the employee's request. "Factually incorrect material" is defined as a misspelled name, incorrect date of birth, incorrect degree received, and incorrect job title, or other objectively verifiable information, ~~or statements that are unclear, misleading, or that a reasonable person may misinterpret,~~ but in no event shall "factually incorrect material" include statements of opinion ~~or statements that may involve more than one interpretation,~~ such as student evaluations, supervisory evaluative judgments or similar documents.

Employees shall have the right to request, in writing, the removal of any other disputed material. The ~~Employer~~University shall consider such requests in good faith and may or may not agree to remove such material in its discretion. ~~remove the disputed material within seven (7) business days of the Employee's request or provide detailed, written justification of its retention. In the event the~~

~~disputed material is retained, the Employee's request for removal and the Employer's justification for retention shall, at the Employee's request, be included in the employment record.~~

Section F. If an Employee disagrees with any information that is contained in their employment records, the employee may submit a written statement commenting upon the information. Such a statement shall be maintained as part of the employment records.

Section G. Employment records are kept confidential. The Employer University shall ordinarily not share such records except:

- with appropriate University personnel as may be necessary for them to perform their duties;
- when the Employer University receives a written authorization from the Employee;
- ~~when requested by an authorized Union representative;~~
- when it may be required by law, regulation, or a government body or agency, including but not limited to federal background checks;
- when it may be required by subpoena or court order; or when disclosure is made as part of arbitration or other legal proceedings.

If the Employer University receives a lawful subpoena or by-court order requesting an Employee's personnel file, (i.e., the entire employment record maintained by the Employer University), the Employer shall University will notify the Employee of such a request when deemed reasonable and permissible under the law.