

## ARTICLE 17

### PERSONNEL FILES

- 17.1 “Personnel File” shall be defined as information (including reports, documents, correspondence and other materials in their entirety or redacted portions) in either paper or electronic format pertaining exclusively to a bargaining unit employee’s employment in the bargaining unit, including employment at the campus during previous appointments in the bargaining unit. Materials related to bargaining unit employee’s coursework, pre-employment materials, campus police records and campus medical records shall not be considered part of the personnel file. Pre-employment materials shall be limited to materials that are part of the recruitment and hiring process with the exception of the application form.
- 17.2 A bargaining unit employee shall have the right to access all materials in the bargaining unit employee’s personnel file. The personnel file shall be held in confidence. Access to a personnel file shall be limited to persons with official business. The custodian shall log all instances of access to a personnel file.
- 17.3 The University shall designate the location and the custodian of the file with whom bargaining unit employees or their designated representatives may request access to the bargaining unit employees’ personnel file(s).
- 17.4 A bargaining unit employee may authorize in writing representatives to review their employment file(s). The authorization shall be valid for the period designated in the written authorization or, if no time period is designated, for no more than thirty (30) calendar days.
- 17.5 The University shall endeavor to provide a bargaining unit employee or their representative access to or a copy of the bargaining unit employee’s employment file(s) as soon as practicable, but no later than fourteen (14) calendar days, following the University’s receipt of a written request. One copy of employment file(s) material shall be provided.
- 17.6 A bargaining unit employee shall be notified of the placement of any material in their personnel file within fourteen (14) calendar days.
- 17.7 If a bargaining unit employee disagrees with evaluative material in their file(s), they

have 30 days from the date of notification of the placement of this material to append material to the file(s). This provision shall also apply to an individual who is no longer employed when the evaluative material is placed in their file only if notification is possible. The grievance rights related to the content of an employment evaluation of a bargaining unit employee are defined in Article 8, Employment Evaluation.

- 17.8 If a personnel file contains factual, non-evaluative information that the bargaining unit employee believes is incorrect the bargaining unit employee may request of the custodian of the file correction of the file(s) within 30 calendar days of notification of the placement of this material. If the custodian of the file denies the request, the bargaining unit employee may append material to the file within fourteen (14) days of the custodian's denial. This provision shall also apply to an individual who is no longer employed when the evaluative material is placed in their file only if notification is possible.
- 17.9 Personnel actions during the term of an appointment shall be based upon materials in the personnel file. Should the President implement a personnel action that is not based on materials in the personnel file, the reasons for the personnel action shall be reduced to writing and placed in the personnel file within fourteen (14) calendar days of the Personnel Action.
- 17.10 Records involving the processing of a grievance, such as grievance/appeals, grievance responses, and settlement documents, shall not be placed in the bargaining unit employee's personnel file(s).