

## TENTATIVE AGREEMENT

The Parties tentatively agree to the following provision:

### ARTICLE \_\_ EMPLOYMENT RECORDS

1. "Employment Records" shall be defined as documentation pertaining to a Unit Member's employment, including but not limited to appointment and reappointment letters, certifications (e.g., degrees or licenses) that exist at the time of initial hire and as provided while the Unit Member is employed by the University, work evaluations, formal documentation regarding absences (e.g., jury duty, sick days, etc.), and correspondence related to their employment, such as acceptance of an offer letter or work authorizations, which are maintained by Human Resources at the University.
2. Each Unit Member shall have an Employment Record. Upon written request, Unit Members and the Union shall be notified of the location(s) of the physical documentation, if they exist, making up their Employment Records, by contacting Human Resources. Additionally, upon written request, Unit Members will be notified of instructions for how to access a copy of their Employment Records in electronic form by contacting Human Resources. The University shall maintain electronic versions of Employment Records at the University using secure protocols and practices.
3. Unit Members shall have the right to examine and receive a copy of all materials in their Employment Records in a paper or electronic format that is accessible to the Unit Member and at no cost to the Unit Member. The University shall make a Unit Member's Employment Records available in electronic form as soon as possible, but no later than within five (5) business days of a Unit Member's written request to review their Employment Record. When this is not possible for logistical or technical reasons, the University shall notify the Unit Member as soon as practicable.
4. Unit Members shall have the right to make a written request for the removal or correction of any factually incorrect or inappropriate (e.g., medical records or I-9 records) material from their Employment Record and/or attach a written statement in response to any item in the Employment Record. Such statements shall be maintained as part of the Employment Record. The University shall correct or remove any factually incorrect or inappropriate material promptly upon such written request. A Unit Member's request shall be accompanied by documentation demonstrating that there is factually incorrect material and/or verifying the correct information when applicable and not otherwise available to the University. Factually incorrect material includes but is not limited to a misspelled name, incorrect date of birth, incorrect degree received, incorrect job title,

and other objectively verifiable information. The University shall notify the Unit Member and the Union of their decision to either grant or deny the request as soon as possible, with the reason why.

5. No reference to any grievances shall be placed in a Unit Member's Employment Record.
6. Unit Members shall be notified of any new additions to their Employment Record within three (3) business days of such addition(s).
7. The University shall maintain the confidentiality of all Unit Members' Employment Records, including former Unit Members, for the entire period of employment and for six (6) years post-employment, and shall not share a Unit Member's Employment Records without the Unit Member's written consent, except with appropriate University personnel as necessary to perform their duties, as required by law, or in response to a demand for information by a scientific regulatory agency or by a nonprofit organization or government agency that funds the Unit Member (e.g., a demand for information in connection with a complaint made to the NIH about activity occurring in a University laboratory). The University shall, if permitted by law, notify the Unit Member of any such demand to share the Unit Member's Employment Records as soon as practicable after it is received.
8. Post-employment, the University shall not share a former Unit Member's disciplinary records, except as required by law. The University shall, if permitted by law, promptly notify the former Unit Member at their last known physical and email address of any such demand to share the former Unit Member's disciplinary records.
9. Upon written request, former Unit Members who have left the University less than six (6) years prior to their request shall receive a copy of their Employment Records.

For the University:

For the Union:



**Timothy O'Connor**  
Executive Vice President,  
The Rockefeller University

12/22/25  
Date



**Sebastián Vivancos**  
Bargaining Representative  
for United Postdoctoral  
Researchers of Rockefeller  
-UAW Local \_\_\_\_\_

12/19/2025  
Date

***The Parties tentatively agree to this provision. All Tentative Agreements are conditioned upon reaching agreement on an entire Collective Bargaining Agreement as well as ratification of such Agreement by both Parties.***