

August 27, 1987

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made and executed between California Faculty Association ("CFA") and the Trustees of The California State University ("CSU").

1. CSU recognizes that CFA, in the course of exercising its responsibilities and rights as the exclusive representative of its bargaining unit employees, will need access to various CSU records and information relevant to CFA's responsibilities to represent members of the bargaining unit. CSU agrees to comply with provisions of the Public Records Act (Government Code Section 6250 et seq.) and HEERA which provide CFA with rights of access to many CSU records and information. CFA recognizes that CSU may not be required to provide access to some records and information for various legal and practical concerns, e.g. privacy, privilege, confidentiality irrelevance, undue burden, and lack of information.
2. On occasion, disputes have arisen between the parties regarding CSU's records and information access policy and procedures which should be followed with respect to CFA records and information requests. In order to clarify and improve the procedures for records and information access, CFA and CSU agree to follow the procedures described in Paragraph 3 of this Agreement.
3. In order to promote better communications, requests for records and information by CFA will normally be made to a representative of the Employee Relations Department of the Chancellor's Office. CFA will indicate in each request whether the request is made pursuant to HEERA or the Public Records Act. CSU may ask for a meeting to discuss CFA's request. When asked by CSU to discuss the request, CFA agrees to meet with CSU. CFA will explain to CSU the type of records and information it is requesting and the purpose of the request. CSU will discuss what it will be able to provide. CFA and CSU will try to come to agreement on a satisfactory response by CSU to CFA's request.
4. If the parties are unable to amicably resolve any dispute arising hereunder, this Agreement shall be interpreted and enforced by arbitration conducted pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association. In any arbitration proceeding, the arbitrator may decide any and all issues related to the appropriateness of CFA's information request and CSU's

response. This process is intended to be the sole recourse by the parties to resolve disputes under this agreement.

5. This Agreement shall apply to all requests for records and information made by CFA.

Dated: 27 August 1987

CALIFORNIA FACULTY ASSOCIATION

By: Paul B. Worthman (7/31/91)
Name PAUL B. WORTHMAN
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CALIFORNIA STATE UNIVERSITY

By: Jacob M. Samit (7/31/91)
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