

REVISED SETTLEMENT AGREEMENT ON CFA ACCESS  
TO FACULTY PERSONNEL RECORDS FOR FACULTY  
STATUS ARBITRATION CASES

In settlement of the Unfair Practice Charge LA-CE-172-H, the California Faculty Association (hereafter CFA or Union) and the California State University (hereafter University or CSU) agreed on procedures for access to relevant academic personnel records in faculty status arbitration cases in March 1987. This agreement, based on the experience of the parties, revises and is a substitute agreement on this subject as follows:

1. The University and the CFA recognize that in pending arbitration cases concerning appointment, reappointment, promotion or tenure, the California Faculty Association may request, and the arbitrator may issue, a subpoena duces tecum for documents from personnel records of other similarly situated faculty from the same campus who have recently been reviewed for these personnel actions.

2. The documents requested will ordinarily be student evaluation scores and/or the vitas and/or the indices to the Working Personnel Action Files of the similarly situated faculty for the review cycle in question and the prior academic year review cycle.

3. The CFA request for subpoena will state that CFA will accept the documents with the names of the individual faculty deleted.

4. The CSU hereby agrees that it normally will comply with subpoena duces tecum issued by arbitrators in personnel cases described herein by providing access to the requested material to the Union within six (6) working days of receipt of the subpoena, and the opportunity to have selected records duplicated with no charge to the Union.

5. CFA agrees to endeavor to request such subpoenas no less than three (3) weeks prior to the scheduled arbitration hearing date.

6. CFA recognizes that CSU may notify faculty from whose personnel files material has been provided that copies of such material has been made available to a CFA representative, with or without the names deleted, pursuant to a subpoena from an arbitrator.

7. In cases in which a timely subpoena is issued by the arbitrator and the CSU fails to deliver the material subpoenaed within six (6) working days, without CFA's mutual agreement to extend the delivery date, or CSU challenges the issuance of a subpoena duces tecum for documents described herein, and the scheduled arbitration hearing is thereby continued due to the failure of CSU to provide the documents prior to the hearing date, the CSU shall bear all the costs associated with the postponement of the case to a later date.

8. CFA recognizes that the personnel records to which it is being provided access in the faculty status arbitration process are personal records to be handled as confidential. Use of the records by CFA is limited to the grievance procedure for which access is provided under the arbitrator's subpoena.

9. The provisions of this agreement notwithstanding, CFA reserves the right to request subpoenas for documents other than those described herein, and the CSU reserves its right to challenge the issuance of such subpoenas.

10. In cases concerning denial of promotion based on lack of available funds, where CFA requests information concerning the lack of available funds, the CSU will comply with all applicable laws, including but not limited to the Higher Education Employer-Employee Relations Act, the Public Records Act, the Information Practices Act, concerning disclosure of information to CFA.

Date: August 1, 1991

CALIFORNIA FACULTY ASSOCIATION

BY 

CALIFORNIA STATE UNIVERSITY

BY 

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