

Faculty Senate Resolution Number _____

To: Joe Bertolino, Ed.D., President, Southern Connecticut State University
From: Deborah Weiss, Ph.D., President, SCSU Faculty Senate

The attached Resolution of the Faculty Senate is entitled:

RESOLUTION Regarding _____

This Resolution was approved by Faculty Senate on: _____

- This Resolution is presented for APPROVAL
 This Resolution is presented for INFORMATION

In accordance with the CSU-AAUP Contract (Article 5.10), "When the Senate makes a written recommendation to the President, the President shall acknowledge and respond to the recommendation in writing within fifteen (15) school days of receiving the Senate's recommendation. "

After considering this resolution, please indicate your action on this form and return it to the President of the Faculty Senate.

Deborah Weiss, Ph.D., President, Faculty Senate Date

cc: Robert S. Prezant, Ph.D., Provost and Vice President for Academic Affairs

ACTION OF THE UNIVERSITY PRESIDENT

Resolution for Approval:

- Resolution APPROVED
 Resolution DISAPPROVED (Provide comments below or attach statement)

Resolution for Information:

- Resolution NOTED (applies to Informational Resolutions only)

Joe Bertolino, Ed.D., President, SCSU

Date

SOUTHERN CONNECTICUT STATE UNIVERSITY FACULTY SENATE

**RESOLUTION REGARDING REVISIONS TO THE MEDIATION
COMMITTEE DOCUMENT**

Whereas, Southern Connecticut State University (SCSU) exists for the primary purpose of furthering academic excellence;

Whereas, The SCSU Faculty Senate is the official representative body of the Academic Faculty;

Whereas, The Mediation Committee was established under 16.3.5 of the Collective Bargaining Agreement between Connecticut State University American Association of University Professors and Board of Regents for the State University;

Whereas, Bylaws were created to guide the composition and function of the Mediation Committee;

Whereas, The Mediation Committee bylaws are not consistent with the changes in membership brought about by Faculty Senate Resolution S-2021-18 on the number of members of the committee (2-22-21);

Whereas, The Mediation Committee bylaws are not consistent with the changes in membership brought about by Faculty Senate Resolution F-2021-03 on the selection of one-year alternates (10-13-21);

Whereas, The Mediation Committee bylaws include neither guiding principles nor guidance on process;

Whereas, The Mediation Committee bylaws do not address the continuing status of an alternate member who has been called to serve as a voting member; and

Whereas, Minor wording changes in the bylaws would enhance its readability; now, therefore, be it

Resolved, That the Mediation Committee bylaws be updated to address the cited issues using the language in the attached proposed revision.

SOUTHERN CONNECTICUT STATE UNIVERSITY

The Mediation Committee

A. The Mediation Committee is hereby established under 16.3.5 of the Collective Bargaining Agreement between Connecticut State University American Association of University Professors and Board of Regents for the State University, August 2016 - August 2021, hereafter referred to as the Collective Bargaining Agreement.

B. The Mediation Committee shall consist of three members.

There shall be three **voting members and three** alternate members. Alternates shall take the place of voting members when a voting member is disqualified, **recuses**, resigns, or is ill for a prolonged period of time. Alternates shall be eligible to become voting members in the order **in which their terms expire of their election vote counts**.

C. Eligibility

1. ~~The person~~ **A candidate for membership** must have been a full-time faculty member at Southern Connecticut State University for at least three years prior to becoming a member of the Committee.
2. ~~The person~~ **A candidate for membership** shall have tenure.
3. ~~The person~~ **A voting or alternate member of the Mediation Committee** may not simultaneously serve on the Termination Hearing Committee.

D. Nominations

Any eligible person wishing to run for the Committee must, after a call for nominations is issued, obtain ~~an~~ official nomination form from the Secretary of the Faculty Senate, complete the form, and return it as directed.

E. Elections

Elections shall be conducted by the Elections Committee of the Faculty Senate.

F. Appointments

The President of the Faculty Senate shall appoint members and alternates to this committee whenever the number of members and alternates falls below those designated in this document. Appointees serve until their positions are filled through the process described in D and E. In no case, however, shall appointees be replaced until all current mediation is completed.

G. Terms of Office

1. The term of office for members shall be ~~two~~ **three** years, commencing on September

- 1 and ending August 31. The term of office for alternates shall be one year.
2. ~~Two~~ **One** members of the committee and ~~one~~ three alternates shall be elected ~~in one~~ each year ~~and one member and two alternates shall be elected in alternate years~~. The candidate receiving the highest number of votes shall become the member; the candidates with the next three highest vote counts shall become the alternates.
3. If an alternate becomes a member because of the temporary recusal of a member from a case, the alternate shall serve as a member only until the case is completed, at which time the recused member shall resume member status. If an alternate becomes a member to fill a vacancy on the committee, the alternate shall complete the remainder of the term of the member being replaced.
4. Vacant terms may be filled at the time of regular elections or by holding special elections.

H. Procedures

1. The committee shall follow the provisions in Article 15 of the Collective Bargaining Agreement.
2. **Voting** members shall disqualify themselves if they or a member of their family are requesting a hearing from the Mediation Committee. **Voting members also may be disqualified for bias or interest, and shall remove themselves from a case, either at the request of a party or on their own initiative and be replaced by an alternate (see CBA Article 16.6.3.1).**

I. Guiding Principles

In considering a case before it, the committee shall:

1. accord equal respect to students' safety, the member's reputation and rights, and the institution's reputation and liability;
2. not be an advocate for any party, but rather an advocate for fairness; and
3. maintain strict confidentiality.

J. Process

To carry out a comprehensive mediation process, the committee shall

1. clarify its understanding of the charges and their bases;
2. review the University's investigation;
3. assess what the parties want;

4. interview those involved, as necessary;
5. seek further input, as warranted;
6. determine possible solutions;
7. negotiate between the parties to seek a mutually acceptable solution; and
8. submit a written report to explain details of the process implemented by the committee and to state the committee's recommendation(s).

K. Amendments

This document may be amended by a two-thirds vote of the Faculty Senate with the concurrence of the President of the University.

L. Implementation

This document shall take effect upon approval by a two-thirds vote of the Faculty Senate with the concurrence of the President of the University.

M. Interpretation

This section may not be invoked with respect to the interpretation of any item of the Collective Bargaining Agreement. If an issue develops concerning interpretation of this document whether initiated by the Senate, a faculty member, or any member of the administration, a binding decision on such an issue shall be made:

1. by agreement between the President of the University and a majority of the Executive Committee of the Faculty Senate or failing to obtain agreement on an issue by this method,
2. by a committee consisting of one member selected by the Senate Executive Committee, one selected by the President of the University, and one selected by the first two committee members, who, by a two-thirds vote shall decide such an issue.

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