



California State University  
**Dominguez Hills**

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Provost and Vice President of Academic Affairs  
1000 East Victoria St. • Carson, CA 90747 • (310) 243-3307 • FAX: (310) 217-6941

**MEMORANDUM**

**TO:** Willie J. Hagan  
President

**FROM:** Ellen Junn *ej*  
Provost and Vice President for Academic Affairs

**DATE:** August 29, 2014


**SUBJECT:** **FPC 14-04: Recommendation to Amend PM 78-15  
Selection and Review of Chairpersons for Departments and Programs  
Which Constitutes Primary Teaching Service Areas.**

Attached is the Academic Senate Resolution recommending an amendment to PM 78-15: Selection and Review of Chairpersons for Departments and Programs Which Constitutes Primary Teaching Service Areas. As the rationale notes, this resolution responds to evolving concerns regarding the participation of temporary faculty in department chair nominations.

I concur with the recommendation to amend PM 78-15 as stated, and request that you review and approve by signature below.

Please feel free to contact me with any questions or concerns.

Approved by:

  
\_\_\_\_\_  
Willie J. Hagan  
President

cc: Mitch Maki, Vice Provost  
Jerry Moore, Chair, Academic Senate  
Susanne Walker, Administrative Assistant, Academic Senate

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Academic Senate • 1000 E. Victoria • Carson, CA 90747 • (310) 243-3312

May 9, 2014

TO: Dr. Willie Hagan  
President  
California State University Dominguez Hills

FROM: Dr. Jerry Moore  
Chair, Academic Senate  
California State University Dominguez Hills

Dear President Hagan,

I am forwarding the attached resolution for your review and (hopefully) approval: FPC 14-04, Recommendation to Amend PM 78-15 Selection and Review of Chairpersons for Departments and Programs Which Constitute Primary Teaching Service Areas. I am also including Appendix A and B, which provide background to the resolution. FPC 14-04 had its first reading on February 19<sup>th</sup>, its 2<sup>nd</sup> reading on March 19<sup>th</sup>, when it was tabled, and after being amended it was untabled, brought to the floor, and passed by a vote of 31 for, 0 against and 3 abstentions at the May 7<sup>th</sup> Senate meeting.

Please let me know if you require additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Jerry Moore", written over a horizontal line.

Dr. Jerry Moore  
Chair, Academic Senate  
California State University Dominguez Hills

Attach.

California State University Dominguez Hills  
Academic Senate Resolution  
FPC 14-04  
MSP 05/07/14

**Recommendation to amend PM 78-15 *Selection and Review of Chairpersons for Departments and Programs Which Constitute Primary Teaching Service Areas***

Be It Resolved: that the ASCSUDH recommend that PM 78-15 be amended to read

~~Each faculty member who participates in the nomination process must have a full-time appointment in the University, must have a primary teaching service area assignment in the department or program, and must have a minimum rank of Instructor, excluding Lecturers unless reappointed at a rank other than Lecturer as full-time faculty for the following academic year.~~ In the department chair nomination process, departments may allow participation by temporary faculty pending further clarification of lecturer rights in the Collective Bargaining Agreement. And be it further

Resolved: that copies of this resolution and its attachments (Appendix A and Appendix B) be sent to department chairs, deans, program coordinators and all faculty, including lecturers.

Rationale:

This resolution responds to a set of evolving concerns regarding the participation of temporary faculty in department chair nominations. According to the current Collective Bargaining Agreement between the California Faculty Association (CFA) and the California State University (CSU), articles 2.13e and 2.13h define faculty to include temporary faculty. Article 2.12 defines a Department as "the faculty unit employees within an academic department or other equivalent administrative unit.", and article 20.30 states that "Department chairs shall normally be...recommended by the department for the assignment." (see <http://www.calfac.org/resource/collective-bargaining-agreement-contract-2012-2014-0>)

A grievance filed by lecturers regarding this issue at CSU Fresno was adjudicated in their favor, clarifying that the CBA includes temporary faculty in the process of determining a department chair. In the grievance, CSU Fresno referred to a recent department compromise, basing a lecturer vote (or a percentage thereof) on their timebase. (see Appendix A or <http://www20.csueastbay.edu/faculty/senate/committees/fac/13-14/13-14-docs/csu-fresno-arbitration.pdf>) The January 23, 2014 *Joint Recommendation Regarding Lecturer Voting in Department Chair Nominations and Elections* between CFA-DH and CSUDH reasserts the right of certain lecturers to participate in department chair nominations, and specifies which lecturers

may participate in the selection of a department chair. This specification was based on the CSU Fresno compromise but does not divide lecturer votes into percentages. (see Appendix B)

This resolution applies only to the process of department chair nominations. It does not apply to any other forms of department governance.

Further support for temporary or contingent faculty inclusion in department governance may be found in the report The Inclusion in Governance of Faculty Members Holding Contingent Appointments (<http://www.aaup.org/report/governance-inclusion>) and its Recommendations (<http://www.aaup.org/inclusion-governance-faculty-members-holding-contingent-appointments-recommendations>), which were adopted as policy by the American Association of University Professors in 2012.

**FPC 14-04 APPENDIX A**  
**VOLUNTARY LABOR ARBITRATION TRIBUNAL**  
**BEFORE**  
**IMPARTIAL ARBITRATOR KENNETH A. PEREA, ESQ.**

**In the Matter of Arbitration** )  
 )  
 **Between** )  
 )  
 **CALIFORNIA STATE UNIVERSITY,** )  
 **FRESNO** )  
 )  
 **And** )  
 )  
 **CALIFORNIA FACULTY ASSOCIATION** )  
 )  
 **Re: Grievance of Judith Scott, et al.** )  
 )  
 \_\_\_\_\_ )

**IMPARTIAL ARBITRATOR’S**  
**FINDINGS**  
**AND**  
**AWARD**  
**CFA Grievance No. 2010-037**  
**CSU Grievance No. R03-2010-055**

The above-entitled matter is conducted pursuant to the provisions of a Collective Bargaining Agreement (effective from May 15, 2007, to and including June 30, 2010) between The Board of Trustees of The California State University (“CSU”) and California Faculty Association (“CFA”). The parties agree the matters at issue are properly submitted for final and binding adjudication before Impartial Arbitrator Kenneth A. Perea, Esq.

**I. THE HEARING**

This dispute was heard in Fresno, California, on April 2, 2013. Throughout the course of the hearing, both parties were afforded full opportunity to present sworn testimony, cross-examine witnesses and introduce documentary evidence. A verbatim transcript of the proceedings was thereafter prepared by Stephenie Farmer, CSR, Atkinson-Baker, Inc., Court Reporters. The matter was thereafter submitted upon post-hearing briefs. Lecturers LaDonna Haynes (“Haynes”), Mary Husain (“Husain”), Mary Parker (“Parker”), Stacie Moore (“Moore”) and Judith Scott (“Scott”) (collectively “Grievants”) were fully and fairly represented at the hearing by CFA.

## II. THE APPEARANCES

CFA and the Grievants were represented at the hearing by Bernhard Rohrbacher, attorney at law. The appearance on behalf of CSU Fresno was made by Rosalinda Velasco, Senior Manager, Student Equity, Equal Opportunity, Labor & Employee Relations.

## III. THE MATTERS AT ISSUE

The issues presented for adjudication in the instant proceedings may be stated in the following terms:

1. Did CSU Fresno violate the Agreement on January 27, 2010 when it permitted only tenured and tenure track (probationary) faculty members in the Department of Communication to vote upon a Department Chair recommendation?
2. If so, what shall the appropriate remedy be?

## IV. FINDINGS OF FACT

A meeting of CSU Fresno's Department of Communication ("Department") was scheduled to be held on Wednesday, January 27, 2010, commencing at 3:00 p.m. for the purpose of providing a recommendation to CSU Fresno's President, John D. Welty, for a new Department Chair Nominee. After learning that Lecturers in the Department would not be permitted to cast ballots during the foregoing election, Lecturer Husain wrote to then-Department Chair Katherine L. Adams ("Chair Adams") on January 25, 2010, advising:

I just wanted to let you know that if the faculty decides to deny contingent faculty members our right to vote in the upcoming chair election, I will join the grievance that will be filed. . . .

Chair Adams, in turn, immediately responded advising Husain:

. . . if the CBA [collective bargaining agreement] categorically indicates that part time faculty can vote then for 3 years our Academic Policy Manual, with respect to chair's elections, has been in non-compliance with the CBA. . . .

Chair Adams then added:

. . . in another department last semester a compromise was reached and part time faculty were given votes based on their time base so that

anyone with a year's contract for 30 units got one vote, with 24 units got .8 etc. . . .

Department meetings at CSU Fresno are traditionally scheduled for Wednesdays commencing at 3:00 p.m. To facilitate attendance at such meetings, the Department's tenured and tenure track faculty are not assigned to teach classes on Wednesdays at 3:00 p.m. Department Lecturers, on the other hand, have not been afforded similar accommodation. As a result, Lecturers Husain and Scott, who were assigned to teach their respective classes on Wednesday, January 27, 2010, at 3:00 p.m., were unable to attend the foregoing meeting until after their classes concluded at approximately 3:50 p.m. Upon the arrival of Husain and Scott at the meeting on January 27, 2010, at approximately 4:00 p.m., however, the Department's preliminary vote on whether Lecturers would be permitted to vote upon a Department Chair recommendation had already been conducted resulting in no change to the status quo.

After the two candidates for Department Chair provided their statements to all faculty members in attendance, ballots were then provided to only those who were tenured or on tenure track. Lecturers, including the Grievants, were accordingly not permitted to vote. The tenure track and tenured faculty voting thereafter chose tenured Department faculty member Douglas Fraleigh as their nominee for Department Chair and he was thus subsequently appointed to the position by President Welty.

On January 29, 2010, the Grievants, through CFA, initiated the subject grievance alleging CSU Fresno violated Articles 2 and 20 due to their exclusion from [v]oting for the department chair."

The grievance was thereafter processed in accordance with the Grievance Procedure of the parties' Agreement and was ultimately referred to Impartial Arbitrator Kenneth A. Perea, Esq. for final and binding adjudication.

## V. RELEVANT CONTRACTUAL PROVISIONS

### ARTICLE 2

#### DEFINITIONS

...

- 2.12 Department - The term "department" as used in this Agreement means the faculty unit employees within an academic department or other equivalent administrative unit.

2.13 Faculty Unit Employee -- The term "faculty unit employee" or "employee" as used in this Agreement refers to a bargaining unit member who is a full-time faculty unit employee, part-time faculty unit employee, probationary faculty unit employee, tenured faculty unit employee, temporary faculty unit employee, coaching faculty unit employee, counselor faculty unit employee, faculty employee, or library faculty unit employee.

...

h. Faculty Employee -- The term "faculty employee" as used in this Agreement refers to a bargaining unit employee in the following classifications:  
... 2358, 2359 ....

...

ARTICLE 10

GRIEVANCE PROCEDURES

...

Arbitration

10.27 ...

...

i. The arbitrator shall have no authority to add to, subtract from, modify, or amend the provisions of this Agreement.

...

ARTICLE 20

WORKLOAD

...

Department Chair Assignments

20.30 Department chairs shall normally be selected from the list of tenured or probationary faculty employees recommended by the department for the assignment.

...

**VI. CONTENTIONS OF THE PARTIES**

**A. CFA'S Contentions**



The issue in this case is a simple one: Should the clear and unambiguous contract definition of the term "Department" be given effect when interpreting the parties' Agreement? CFA respectfully submits the answer to this question can only be an unqualified "yes."

Article 2 of the parties' 2007-2010 Agreement is entitled "Definitions" and provides, in pertinent part, that "[t]he term 'department' as used in this Agreement means the faculty unit employees within an academic department" and that "[t]he term 'faculty unit employee' . . . as used in this Agreement refers to a bargaining unit member who is a . . . temporary faculty unit employee . . . ." Article 20.30 employs these definitions when it states, "Department chairs shall normally be selected from the list of tenured or probationary faculty employees recommended by the department for the assignment."

Because temporary faculty unit employees are included in the definition of the term "department," temporary faculty unit employees must be allowed to vote in Department Chair elections that result in "the list of . . . probationary faculty employees recommended by the department for the assignment." CSU Fresno accordingly violated the clear and unambiguous language of the Agreement when it did not allow temporary faculty unit employees to vote in CSU Fresno's Department of Communication January 27, 2010 Department Chair election. The purpose of this case is to remedy the foregoing flagrant contract violation.

**B. CSU Fresno's Contentions**

CSU Fresno respectfully requests the subject grievance and its requested remedy be denied in its entirety. A Constitution for the Academic Assembly of CSU Fresno (APM-127) established in 1965 clearly sets forth the Academic Assembly as the faculty's official voice. Since 1990, CSU Fresno's Policy on Academic Organization established that only full-time probationary and tenured faculty may vote in elections to nominate a department chair. CSU Fresno's Policy on Faculty Consultation and Voting (APM-114) established the shared governance process and provides only full-time probationary and tenured faculty are the representative body of CSU Fresno faculty who are afforded the right to participate in nominating elections for a department chair. The Grievants seek a remedy which is only afforded through faculty shared governance and not through the grievance procedure. While CSU Fresno can appreciate CFA's intent to obtain greater benefits for temporary lecturers, a change to the contractual

language of the Agreement is a mandatory subject of bargaining. As such, the proper venue for proposing a change to existing contractual language is the bargaining table and not the grievance process.

## VII. DISCUSSION AND CONCLUSIONS

### A. *Guiding Principles*

In adjudicating disputes concerning the intended meaning of agreed upon contractual terms, arbitrators are often guided by well-accepted principles of contract construction adopted from Anglo-American jurisprudence to assist in determining the parties' mutual intent.

The initial principle applicable to the present dispute teaches that when issues of whether ambiguity exists within contested terms arise, the language in question should first be examined within the agreement's "four corners" and thus absent resort to extrinsic evidence.<sup>1</sup> It has long been established that when the words of a disputed phrase within the agreement are plain and clear on their face, thus conveying a distinct idea, there is no occasion to resort to interpretation and their meaning is derived entirely from the nature of the expression itself.<sup>2</sup>

Whether the words in dispute are ambiguous, of course, requires the arbitrator determine if they are susceptible to more than a single definition. It must therefore be asked whether plausible contentions may be raised for conflicting interpretations. Should the foregoing question be answered in the affirmative, it follows that well-accepted principles of contract construction may be consulted to interpret the agreement's ambiguous terms.

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<sup>1</sup> Calamari & Perillo, *The Law of Contracts* §3.10, at 148 (4<sup>th</sup> ed. 1998). See also *Primeline Indus.*, 88 LA 700 (Morgan, 1986); *Snokist Growers*, 122 LA 345, 351 (Sellman, 2006) (extrinsic evidence cannot be considered unless arbitrator first finds that written language was susceptible to more than one meaning); *Mason County*, 127 LA 141 (Siegel, 2010) ("To ignore clear and unambiguous contract language would usurp the role of the union and employer and demonstrate disrespect for the collective bargaining process.")

It should be added, however, the arbitrator's critical examination of the agreement's terms for ambiguity may be assisted from the illumination provided by extrinsic evidence offered therefor.

<sup>2</sup> For cases in which clear and unambiguous contract language was determinative, see *Ralphs Grocery Co.*, 109 LA 33, 35-36 (Kaufman, 1997); *National Linen Serv.*, 95 LA 829, 834 (Abrams, 1990) (provisions in written agreement were binding even though the union contended that the written contract included terms on which the parties had not agreed). See also *Excel Corp. v. Food & Commercial Workers Local 131*, 102 F.3d 1461, 1468, 154 LRRM 2151 (8<sup>th</sup> Cir. 1996) (finding the arbitrator ignored the plain meaning of agreement, and stating "[a]lthough an arbitrator's award is given great deference by a reviewing court, the arbitrator is not free to ignore or abandon the plain language of [the agreement], which would in effect amend or alter the agreement without authority.").

Among those principles which may assist in the interpretation of contractual language are the following:

- The Agreement must be considered as a whole and interpreted to give effect to all clauses and words contained therein;<sup>3</sup> and
- The Agreement must be interpreted in a manner consistent with the parties' custom and past practice.<sup>4</sup>

In the present case, CFA, on behalf of Lecturers Haynes, Husain, Moore, Parker and Scott, challenges CSU Fresno Department of Communication's declining to permit their participation in preparing a Department recommendation regarding its new Chair to President Welty. The specific provisions of the parties' Agreement in dispute are thus set forth in the following Article 20, Section 20.30 provision entitled "Department Chair Assignments:"

Department chairs shall normally be selected from the list of tenured or probationary faculty employees recommended by the department for the assignment. (Emphasis added.)

CSU Fresno essentially defends the subject grievance by arguing the before-quoted provision expressly omits Lecturers from its unambiguous terms specifying Department Chair recommendations are made by "the department for the assignment." CSU Fresno alternatively asserts its long-standing and heretofore unchallenged practice, as memorialized in the 1965 Constitution for the Academic Assembly of

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<sup>3</sup> In the words of one arbitrator:

It is axiomatic in contract construction that an interpretation that tends to nullify or render meaningless any part of the contract should be avoided because of the general presumption that the parties do not carefully write into a solemnly negotiated agreement words intended to have no effect. (John Deere Tractor Co., 5 LA 631, 632 (Updegraff, 1946). *See also* Russell Burdsall & Ward Corp. 84 LA 373 (Duff, 1985); Maritime Serv. Comm., 49 LA 557, 562-63 (Scheiber, 1967).

The principle extends not only to entire clauses, but to individual words as well. Ordinarily, all words used in an agreement should be given effect. The fact that a word is used indicates that the parties intended it to have some meaning, and it will not be declared surplusage if a reasonable meaning can be given to it consistent with the rest of the agreement. (Armstrong Rubber Co., 87 LA 1465, 150 (Bankston, 1986); Beatrice Foods Co., 45 LA 540, 543 (Stouffer, 1954); Borden's Farm Prods., 3 LA 401, 402 (Burke, 1945).

<sup>4</sup> Many arbitrators have recognized that, "In the absence of a written agreement, 'past practice', to be binding on both Parties, must be (1) unequivocal; (2) clearly enunciated and acted upon; (3) readily ascertainable over a reasonable period of time as a fixed, and established practice accepted by both Parties." (Celanese Corp. of Am., 24 LA 168, 172 (Justin, 1954).

CSU Fresno (APM-127) thus implemented well before the establishment of collective bargaining pursuant to HEERA, Government Code section 3560 et seq. in 1978, stems from established and well-recognized principles of shared governance applicable to institutions of higher learning which clearly indicates the parties' mutual intent to exclude Lecturers from participation in Department recommendations to the President for his exercise of managerial authority in the appointment of Department Chairs.

As earlier noted, arbitrators have long concluded that resort to the parties' past practice when interpreting the terms of their contractual understandings is permissible when the disputed terms to a controversy are found to be ambiguous. When, however, the language in contention is found to be clear and unambiguous on its face, arbitrators apply the language as thus written and decline to utilize recognized tools such as past practice for contractual interpretation purposes.

Were the terms of Article 20, Section 20.30 in this instance to be examined in isolation from other provisions of the Agreement, it may well be found the key phrase "by the department" found therein is ambiguous. When examined in light of the facts giving rise to the present controversy, it would then become necessary to inquire whether the phrase "by the department" was intended to be inclusive of (1) Department Chairs, (2) tenured faculty, probationary faculty and (3) lecturers.

As noted above, however, it is well established that when interpreting terms of an agreement, all language contained therein must be construed as a whole. It would therefore be improper for the Impartial Arbitrator in this instance to rely exclusively upon the language of Article 20, Section 20.30 of the Agreement when other provisions also contained therein may provide insight into the parties' mutual intent.

It is thus noted Article 2, Section 2.12 of the Agreement defines the term "Department" as follows:

- 2.12 Department - The term "department" as used in this Agreement means the faculty unit employees within an academic department or other equivalent administrative unit.

Immediately thereafter, at Article 2, Section 2.13 the parties have agreed to the following definition of "Faculty Unit Employee,"

- 2.13 Faculty Unit Employee - The term "faculty unit employee" or "employee" as used in this Agreement refers to a bargaining unit member who is a full-time faculty unit employee, part-time faculty unit employee, probationary faculty unit employee, tenured faculty unit employee, temporary faculty unit employee,

coaching faculty unit employee, counselor faculty unit employee, faculty employee, or library faculty unit employee.

Finally, Article 2, Section 2.13 h. of the Agreement defines "Faculty Employee" as:

- h. Faculty Employee – The term "faculty employee" as used in this Agreement refers to a bargaining unit employee in the following classifications:  
... 2358, 2359 ...<sup>5</sup>

Following the Impartial Arbitrator's careful review, it is therefore clear the parties defined "department" to include bargaining unit employees serving in Lecturer classifications. It is thus found the parties unambiguously intended to include Lecturers within the phrase "Faculty Unit Employee" and furthermore defined "department" as those "faculty unit employees" serving within an academic department such as CSU Fresno's Department of Communication.

In this instance, it is undisputed Grievants, who are Lecturers within the Department of Communication, were not permitted to participate in the Department's formulation of a recommendation to President Welty for a successor Chair to Department Chair Adams. By excluding Lecturers from the foregoing balloting process resulting in the Department's recommendation to President Welty, the Department of Communication violated the clear terms of Article 20, Section 20.30 of the Agreement by omitting from that process a portion of "the department" from participating in shared-governance leading to the appointment of a Department Chair. While it is clear CSU Fresno's Policy on Faculty Consultation and Voting (APM-114) provides Lecturers may be excluded from participation in determining Departments' recommendations for Department Chairs, the foregoing practice cannot be found to amend the clear and unambiguous terms of Article 20, Section 20.30 of the Agreement when read in harmony with the definitions provided in Article 2, Section 2.12, 2.13 and 2.13 h. thereof. The Impartial Arbitrator is furthermore instructed regarding his adjudicatory jurisdiction in the subject dispute by the following terms of Article 10, Section 10.27 of the Agreement:

...

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<sup>5</sup> Appendix "A" to the Agreement identifies Class Codes 2358 and 2359 as respectively "Lecturer – Academic Year" and "Lecturer – 12-month."

- i. The arbitrator shall have no authority to add to, subtract from, modify, or amend the provisions of this Agreement.

It should finally be noted, however, that the precise manner of participation in formulating the Department's Department Chair recommendation among its tenured, probationary and lecturer members is not specified in the Agreement. It will therefore be necessary to remand this matter to the parties for purposes of determining a proper prospective remedy for the violation found above.<sup>6</sup>

#### **AWARD**

1. CSU Fresno violated the Agreement in January 2010 when it permitted only tenured and tenure track probationary faculty members in its Department of Communication to vote upon a Department Chair recommendation.
2. The issue of the remedy for the violation found in paragraph No. 1 above is hereby remanded to the parties for their mutual consideration and ultimate resolution. The Impartial Arbitrator retains jurisdiction of this matter for a period of 60 calendar days from the date of this Award to resolve any issues regarding remedy upon the request of either party.

Dated:           October 25, 2013  
                  Del Mar, California

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**KENNETH A. PEREA, ESQ.  
IMPARTIAL ARBITRATOR**

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<sup>6</sup> The grievance as processed through the grievance procedure of the Agreement seeks a prospective remedy only.

## FPC 14-04 APPENDIX B

Date: January 23, 2014  
To: Members of the CSUDH Academic Senate  
From: Rene Castro, AVP of Faculty Affairs  
Audrena Redmond, CSUDH CF A Chapter  
Re: Joint recommendation regarding lecturer voting in Department Chair Nominations and Elections

Dear Members of the CSUDH Academic Senate,

As you may be aware, the CFA filed Grievance #R03-2010-459 and #R03-2013-014, related to lecturer participation in Department chair nominations and elections. CF A alleges that the CSUDH policy (PM 78-15) violates the CSU-CF A Collective Bargaining Agreement. Specifically, CF A maintains that according to the CBA, all lecturers are eligible to vote in department chair nominations and elections.

Nonetheless, in the interest of reaching an amicable campus resolution on the matter, CFA and the University have jointly agreed to bring the matter to the CSUDH Academic Senate and have also agreed to jointly submit the following recommendation for consideration by the CSUDH Academic Senate regarding lecturer participation in department chair nominations and elections.  
Joint Recommendation:

1. Lecturers with three (3)-year contracts and a time-base of at least .4 (6 WTUs) in the department (during the semester that the nominations and elections are held) may vote for the purpose of recommending the department chair.
2. All Full-time Lecturers (15 WTU's) with assigned university service obligations in the department (during the semester that the nominations and elections are held) may vote for the purpose of recommending the department chair. [Note: This provision would not require a three (3) year contract]
3. Lecturers having appointment in more than one department will be eligible to vote in accordance with the provisions in items 1 and 2 above.
4. The recommendations in items 1 through 3 above are intended to establish the minimum criteria for lecturer eligibility to vote in the nomination and election of department chairs. Departments may allow lecturer participation beyond what is listed in items 1-3 above. The department decision to allow lecturer participation beyond the established minimum criteria indicated above shall be made through the normal governance process employed in that department.
5. The University administration shall have the responsibility for developing processes and procedures to be employed in the conduct, counting, and reporting of the election outcomes.