

ARTICLE VI - SELECTION AND RESPONSIBILITIES OF DEPARTMENT CHAIRS, PROGRAM AREA CHAIRS, ASSISTANT CHAIRS, AND DEPARTMENTAL AND LIBRARY PROCEDURES

The provisions of this Article VI shall be of no application to part-time members of the bargaining unit except as otherwise provided in Article I, Section F.

No person who is a member of the bargaining unit by reason of the fact that he/she holds a temporary appointment of the kind described in Section C(6) of Article XX shall be entitled to vote in any election conducted pursuant to the provisions of this Article VI; or participate in the nomination, selection or recall of a department chair; or serve on any search committee established pursuant to this Article VI.

A. RESPONSIBILITIES OF THE DEPARTMENT CHAIR

B. SELECTION OF DEPARTMENT CHAIRS

Only members of the bargaining unit who are not on leaves of absence on a full-time basis shall be eligible to vote in making recommendations pursuant to the provisions of this Section B.

1. Eligibility

Every Department Chair shall be a member of the bargaining unit.

Except in rare and unusual circumstances, no person shall be chosen to serve as a Department Chair who is not also a tenured faculty member or, in the alternative, a non-tenured Associate Professor or Professor; provided only that nothing herein contained shall operate to prohibit the appointment of any person to serve as Department Chair pursuant to subsection 3(c) of this Section B. For the purposes of this paragraph, a member of the bargaining unit shall be deemed to have tenure from and after the date on which the Board of Trustees of a University shall have acted to accord tenure to him or her even if the effective date thereof has not yet arrived.

2. Terms of Office

The terms of office of all Department Chairs shall be of three (3) years' duration. Every such term of office shall commence on July 1 and shall expire on the June 30 succeeding three (3) years thereafter.

There shall be only one Department Chair in any given department at any given time; ~~and faculty members may not split the term or duties of office.~~

In the event that the chair of any department shall have been vacated prior to the expiration of the incumbent's term of office therein, a successor shall be chosen, in accordance with the applicable provisions of this Article VI, to serve in such office for the duration of his/her predecessor's unexpired term; provided only that if such unexpired term is of no more than six (6) months' duration, the successor so chosen shall be chosen to serve both for such unexpired term and, unless another has already been chosen therefor, for the term next succeeding.

No person, including the incumbent on the date of execution of this Agreement, shall serve as the Department Chair of a department of five (5) or more full-time members (excluding full-time members on a leave of absence on a full-time basis), tallied at the time of the selection, for more than three (3) successive three (3)-year terms; provided, however, that (a) any such incumbent may complete his/her then-current term of office, and (b) a Department Chair's service in office for the unexpired term of a predecessor shall not be deemed to be a term of office for purposes of this rule of limitation, if such unexpired term shall have been no more than one and one-half (1.5) calendar years in duration. Whenever any person shall have served as the Department Chair of a department for three (3) successive three (3)-year terms of office, he/she shall not be eligible to serve again as Department Chair of such department until three (3) academic years shall have elapsed from the expiration of the last such term of office. For the purposes of applying this paragraph to the selection of the Department Chair of any department, the membership of such department shall be the number of its full-time members (excluding those on leaves of absence on a full-time basis) on the date when the procedures for selecting a Department Chair are to be conducted. No count of the membership of a department shall be applied retroactively for the purpose of determining any person's eligibility to serve as the Department Chair of such department.

C. DECLARATION OF A VACANCY

D. APPOINTMENT OF AN ACTING DEPARTMENT CHAIR

E. RECALL OF A DEPARTMENT CHAIR

F. REDUCTION OF INSTRUCTIONAL WORKLOAD OF DEPARTMENT CHAIR

G. WORK YEAR AND STIPEND FOR DEPARTMENT CHAIRS

H. ASSISTANT CHAIR

1. Creation of Assistant Chair position within an Academic Department.

Each academic department may choose to create an Assistant Chair position within the department. In order to begin the selection process for an Assistant Chair, the Department Chair shall inform the Vice-President of Academic Affairs of the department's decision to elect an Assistant Chair.

Nothing in this article shall require an academic department to create an Assistant Chair against the will of the department.

2. Selection of Assistant Chair

Only members of the bargaining unit who are not on leaves of absence on a full-time basis shall be eligible to vote in making recommendations pursuant to the provisions of this Section B.

a. Eligibility

Every Department Assistant Chair shall be a member of the bargaining unit. Every Assistant Chair shall be a member of the Department for which they are Assistant Chair.

b. Terms of Office

When elected at the same time as the Department Chair, the terms of office of Department Assistant Chairs shall be of three (3) years' duration. Every such term of office shall commence on September 1 and shall expire on May 31 succeeding three (3) years thereafter.

If an Assistant Chair position is elected in the first or second year of the Department Chair's term, such position shall end at the same time as the current Department Chair's term.

There shall be only one Department Assistant Chair in any given department at any given time.

Whenever the term of the Assistant Chair is set to expire on May 31 of any year, or if an Assistant Chair position becomes vacant, the procedures for filling the Assistant Chair of such department with effect on the ensuing September 1 shall be conducted during the period commencing on February 1 of such year and ending on April 30 thereof; provided only that nothing herein contained shall be deemed to require that such procedures be completed within such period whenever it is impracticable or infeasible to do so.

The unit members of each department to which these provisions apply shall meet upon the call of the Vice President to select and submit in writing to the President the name of a single nominee for the Assistant Chair of the department.

The Vice President shall submit to the Department Chair, the department members and the Chapter President a list of the members of the department who are eligible to vote. The Department Chair will provide department members who are eligible to vote not less than ten (10) days notice of the meeting.

Such meeting shall be held between the hours of 8:30 a.m. and 4:30 p.m. during the academic year. If a scheduling conflict occurs, the Vice President shall make an appropriate decision in order to allow the department member to attend the meeting.

A quorum shall consist of a majority of those members of the department eligible to vote. The nominee shall be elected by a majority of those department members present and voting, and the nomination shall thereupon be transmitted to the President.

Selection of such nominee shall be accomplished pursuant to written departmental procedures established by the department, which procedures shall not be contrary to the terms and conditions of this Agreement.

Thereafter, the President shall, within ten (10) working days of his/her receipt of such nomination, either appoint or decline to appoint such nominee. Should the President decline to appoint such nominee, the department shall reconvene and select a different nominee in accordance with the foregoing procedures. This process shall continue until the President of the University shall have appointed a nominee duly submitted.

3. Responsibilities of the Assistant Chair

The Assistant Chair shall assist the Department Chair with responsibilities in consultation with and as assigned by the Department Chair. The Assistant Chair shall serve in an advisory capacity. The Department Chair retains responsibility regarding the duties of Section A in this article.

The Assistant Chair shall not have responsibilities in Article VI, Section A, 4, 8, and 9. In personnel actions, the Chair will have sole responsibility.

The Assistant Chair shall not be assigned to work or responsibilities from June 1 through August 31.

4. Assistant Chair Work Reduction

The Assistant Chair shall be compensated with a reduction of 3 (three) credit hours per semester.

H.I. DEPARTMENTAL COMMITTEES

H.J. RECRUITMENT AND INTERVIEWING OF CANDIDATES IN DEPARTMENTS AND LIBRARIES

J.K. PROGRAM AREAS

K.L. DEPARTMENT OF NAVAL SCIENCE AND OF HEALTH SERVICES,
MASSACHUSETTS MARITIME ACADEMY; ROTC PROGRAMS

L.M. APPLICATION OF CERTAIN PROVISIONS TO PROGRAM AREA CHAIRS

M.N. WORKSHOPS