

3-31-1983

## Annual Report of the Faculty Senate Welfare Committee for 1981-82 and 1982-83

University of Rhode Island Faculty Senate

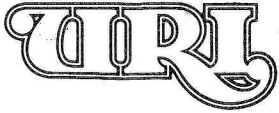
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University of Rhode Island, Kingston, R. I. 02881  
Office of the President, 401-792-2444

M E M O R A N D U M

TO: Marguerite Bumpus  
FROM: Frank Newman  
DATE: July 10, 1983  
SUBJECT: Faculty Senate Bill #82-83--36

I asked for an extension on Faculty Senate Bill #82-83--36: Annual Report of the Faculty Welfare Committee so that I could seek information from Counsel about the advisability of integrating the COLLECTIVE BARGAINING AGREEMENT into the UNIVERSITY MANUAL. I am now returning this legislation disapproved.

I do not think it serves any purpose to include what is a two-year contract subject to negotiations into the UNIVERSITY MANUAL. Furthermore, Article IV of the COLLECTIVE BARGAINING AGREEMENT identifies the interrelationship between the CONTRACT and the MANUAL and is clearly premised on the fact that they are separate and distinct. The UNIVERSITY MANUAL, for example, is not subject to the grievance procedure. The proposed MANUAL Section 7.41.12 discusses the grievance procedure.

I would propose that this be an area for discussion between the Faculty Senate Executive Committee and the Administration at one of the meetings early in the 1983-84 academic year. In the meantime, in accordance with the prescribed deadlines, I am returning Faculty Senate Bill #82-83--36 disapproved.

rsb

A handwritten signature in cursive script that reads "Frank Newman".

cc: W. Ferrante  
M.B. Swan

RECEIVED  
*July 12, 1983*  
UNIVERSITY OF RHODE ISLAND  
FACULTY SENATE

UNIVERSITY OF RHODE ISLAND  
Kingston, Rhode Island

FACULTY SENATE  
BILL

Adopted by the Faculty Senate

TO: President Frank Newman

FROM: Chairperson of the Faculty Senate

1. The attached BILL, titled Annual Report of the Faculty Welfare Committee for 1981-82 and 1982-83

\_\_\_\_\_ is forwarded for your consideration.

2. The original and two copies for your use are included.
3. This BILL was adopted by vote of the Faculty Senate on March 31, 1983 (date).
4. After considering this bill, will you please indicate your approval or disapproval. Return the original or forward it to the Board of Governors, completing the appropriate endorsement below.
5. In accordance with Section 10, paragraph 4 of the Senate's By-Laws, this bill will become effective on April 21, 1983 (date), three weeks after Senate approval, unless: (1) specific dates for implementation are written into the bill; (2) you return it disapproved; (3) you forward it to the Board of Regents for their approval; or (4) the University Faculty petitions for a referendum. If the bill is forwarded to the Board of Governors, it will not become effective until approved by the Board.

April 1, 1983  
(date)

James Findlay  
James Findlay  
Chairperson of the Faculty Senate

-----  
ENDORSEMENT

TO: Chairperson of the Faculty Senate

FROM: President of the University

1. Returned.
2. a. Approved \_\_\_\_\_.
- b. Approved subject to final approval by Board of Governors \_\_\_\_\_.
- c. Disapproved  \_\_\_\_\_.

July 10, 1983  
(date)

Frank Newman  
President

Appendix II

| <u>Visiting Scholar #</u> | <u>Cost to HPVSC</u> | <u># of Lecturers</u> |
|---------------------------|----------------------|-----------------------|
| 1                         | Postponed            | 1                     |
| 2                         | \$100                | 1                     |
| 3                         | \$125                | 1                     |
| 4                         | \$125                | 1                     |
| 5                         | \$200                | 1                     |
| 6                         | \$ 50                | 1                     |
| 7                         | \$200                | 1                     |
| 8                         | \$600                | 2                     |
| 9                         | \$175                | 1                     |
| 10                        | \$225                | 1                     |
| 11                        | \$220                | 1                     |
| 12                        | \$450                | 2                     |
| 13                        | \$150                | 1                     |
| 14                        | \$200                | 1                     |
| 15                        | \$150                | 1                     |
| 16                        | \$150                | 1                     |
| 17                        | \$ 75                | 1                     |
| 18                        | \$150                | 1                     |
| 19                        | \$350                | 3                     |
| 20                        | \$400                | 1                     |
| 21                        | \$150                | 1                     |
| 22                        | Postponed            | 1                     |
| 23                        | \$100                | 1                     |
| 24                        | \$300                | 3                     |
| 25                        | \$ 75                | 1                     |
| 26                        | \$175                | 1                     |
| 27                        | \$250                | 1                     |
| 28                        | Postponed            | 1                     |
| 29                        | \$300                | 1                     |
| 30                        | Postponed            | 1                     |
| 31                        | \$200                | 1                     |
| 32                        | \$400                | 1                     |
| 33                        | \$150                | 1                     |
| 34                        | \$300                | 1                     |
| 35                        | \$300                | 1                     |
| 36                        | \$350                | 1                     |
| 37                        | \$100                | 1                     |
| 38                        | \$200                | 1                     |
| 39                        | \$175                | 1                     |
| 40                        | \$100                | 1                     |
| 41                        | \$275                | 3                     |
| 42                        | \$500                | 1                     |
| 43                        | \$250                | 1                     |
| 44                        | \$300                | 1                     |
| 45                        | \$200                | 1                     |
| 46                        | \$300                | 1                     |
| 47                        | \$125                | 1                     |
| 48                        | \$200                | 1                     |

UNIVERSITY OF RHODE ISLAND  
Kingston, Rhode Island

FACULTY SENATE

FACULTY WELFARE COMMITTEE

ANNUAL REPORT

1981-82 and 1982-83

March, 1983

During the 1981-82 academic year, the Faculty Welfare Committee reviewed provisions of the University Manual and the faculty collective bargaining agreement in accordance with section 4.35 of the By-Laws of the Faculty Senate.

The report was forwarded to the URI/AUP Executive Committee in the fall of 1982. No questions were raised regarding the proposal.

In accordance with the committee's charge (section 4.35 of the By-Laws) the Faculty Welfare Committee recommends the approval of the following changes in the University Manual to ensure that the Manual is consonant with the faculty collective bargaining agreement. (Attached to the Report is an Index of the Changes).

Unless otherwise specified existing Manual sections will be replaced with new sections as listed below:

## Chapter 2

Renumber existing section 3.20.13 as 2.39.10.

## Chapter 3

3.20.10: No change in existing section.

3.20.11 Whenever a vacancy occurs in one of the following positions: Deans of the Colleges, Dean of the Graduate School, Dean of the Graduate School of Oceanography, Dean of the Graduate Library School, Dean of the College of Continuing Education, Dean of the Summer Session, Dean of University Libraries, and Dean of University College, the President shall appoint an advisory committee to assist in filling the vacancy. The committee shall have five (5) members drawn from segments of the academic community most immediately concerned or with special knowledge of the requirements of the position to be filled. Two (2) faculty members shall be selected by the appropriate faculty organization and student members shall be appointed by the President when deemed appropriate by the committee. The committee membership may be enlarged by the President when wider representation of interest is desirable.

3.20.12 The advisory committee shall help assemble by various means a suitable list of candidates for the vacant office; shall screen the candidates by reviewing their qualifications; shall make recommendations regarding the candidates to the President.

3.20.13: Renumber existing 3.20.11.

3.20.14: Renumber existing 3.20.12.

## Chapter 4

4.61.10 Selection and Appointment of Faculty Members. All members of a department at the rank of instructor and above shall be informed of vacancies and new positions within their departments by the department chairperson. Unless circumstances prohibit, a department meeting shall be held to determine the basic specifications of each position to be filled, including academic credentials and experience in teaching and research.

4.61.11 The chairperson will review all applications received with all those members of his/her department who have full-time regular and continuing University appointments and shall report to the Dean of the college candidates to be personally interviewed. When candidates are brought to the campus, department members shall be informed and arrangements shall be made for the candidate to meet with as many department members as possible. The candidates' schedule of visits shall also include the Dean of the college involved and normally the Dean of the Graduate School. The Vice President for Academic Affairs and the President of the University shall at their request be included in the interview. Nothing shall prevent a department from permitting students to participate in the selection process.

4.61.12 The chairperson shall seek the opinions of all those members of his/her department who have full-time regular and continuing university appointments on their choice of candidates before his/her final recommendation for appointment is submitted to the Dean of the college. The chairperson's recommendation shall include a report of the comments of those members of the department who were consulted.

4.61.13 The question of teaching effectiveness shall be one of the principal factors in deciding faculty appointments (except where research is to be the sole assignment). Those responsible for recommending the appointment of new faculty members shall make a reasonable effort to determine a candidate's teaching effectiveness.

4.61.14 Each candidate who is appointed shall be informed in writing by the department chairperson of the personnel policies of particular importance to new staff members and of his/her specific official duties.

4.61.15 If the appointment is approved by the Dean of the college, he/she shall recommend the appointment of the candidate to the Vice President for Academic Affairs who, if he/she approves, makes a recommendation to the President. If the President approves, he/she shall appoint the faculty member.

4.61.16 When the majority of a department judges that the size of their department makes it difficult for all members to participate in the selection procedures, the department may form a selection committee to act in its behalf. Departmental selection committees shall be elected from members of the department and shall be representative of all academic ranks in the department. It shall assume the powers and duties of the department in the selection procedure. The department chairperson shall serve as chairperson of the selection committee.

4.61.17 New faculty shall receive an appointment form Personnel Memorandum (USP-2), stating all special conditions of employment. A copy of same shall be furnished to the appropriate faculty organization within thirty (30) days after execution. Faculty shall receive a copy of Personnel Action Form (CS-3) with every salary change.

4.61.20 Change of Calendar or Academic Year Appointment. Any faculty member on calendar year appointment who so requests may be permitted to revert to an academic year appointment upon approval of said request by his/her Dean. The academic year salary of any faculty member going to academic from calendar year appointment shall be no less than but not necessarily limited to his/her calendar year salary divided by 1.2. Whenever it is desirable, after consultation among the faculty member, the department chairperson, the Dean and the Vice President for Academic Affairs, to change a faculty member from an academic year to a calendar year appointment, the adjusted salary shall be 1.2 times the academic year salary.

4.62.10 Work Loads. Functions and goals of departments and colleges differ throughout the University. Since the various subject areas have evolved from different academic and professional traditions, the precise manner in which each department contributes to teaching, research and public service cannot be specified uniformly on a University-wide, college-wide nor even on a department-wide basis. Furthermore, as is the case with other professionals, University faculty members can be most effective only if there is reasonable flexibility in determining the manner in which they shall carry out their responsibilities. Individual workload assignments shall take into account teaching, research, and University and public service. In making such assignments, the chairperson shall consider (4.62.11-17).

4.62.11 - 4.62.17: No change in existing sections.

4.63.10: No change in existing section.

4.63.20 Personnel Files. Each Dean shall maintain a college personnel file for each member of the college faculty. Such files shall contain copies of all personnel transactions, all official correspondence with the faculty member, and all evaluation reports, except peer evaluations (submitted under Article XIV of the AAUP contract prior to July 1, 1979).

4.63.21 No anonymous material whatsoever shall be placed in a faculty member's college personnel file, or in any other University file.

4.63.22 Materials shown to be false or unsubstantiated shall be removed from all such files. In the event of any dispute as to the removal of such material from any file, the faculty member may submit a written rebuttal which shall become a part of that file.

4.63.23 The faculty member shall have the right to examine and to reproduce at his/her own cost any document in any of his/her own personnel files at any time during normal business hours and to file a statement in response to any item placed in his/her file, provided, however, that any letters of recommendation solicited confidentially in connection with his/her initial appointment shall not be available to the faculty member.

4.63.24 A designated member of the appropriate faculty organization, having written authorization from the faculty member concerned, and in the presence of a representative of the University, may examine any personnel files of that faculty member, except for the limitation provided in the preceding paragraph, if the examination relates to a filed grievance in preparation, or a written charge or charges preferred against the faculty member by the University.

4.64.10 Outside Activities and Consultation of any department member which are, or might be readily interpreted to be, representative of the department, shall be brought by the member to the attention of the chairperson. The chairperson shall clear with his/her appropriate superior if he/she deems it advisable or if such action is required by regulations.

4.64.11 The faculty member's primary professional responsibility is to perform fully all of his/her University duties and assignments; therefore the University expects that no faculty member will engage in any outside consultation or consulting activities which may prevent him/her from fulfilling that obligation.

4.64.12 Outside professional activities for financial gain such as writing, consultation, research and artistic activities are desirable when not pursued to the extent that they conflict with the discharge of professional responsibilities and duties required by this Manual. Faculty members may engage in professionally relevant outside consulting provided: 1) That the faculty member advises the department chairperson in writing in advance of the consulting; 2) that the Dean or the Vice President for Academic Affairs may require the faculty member to cease such outside consulting if it conflicts with the normal duties of the faculty member; 3) that any and all use of the University's personnel, facilities, services, or equipment in conjunction with a faculty member's outside consulting be approved by the University in writing in advance of such use; and 4) that arrangements for the use of University personnel, facilities, services, or equipment shall provide for reimbursement of costs and overhead to the

University at such sums as determined by the Dean in consultation with the chairperson unless specifically authorized by the Vice President for Academic Affairs.

4.65.10: Renumber existing 4.64.10.

4.66.10: Renumber existing 4.65.10.

## Chapter 6

6.10.10 Academic Freedom. Faith in the fundamental importance of freedom forms a major theme in the history, government and tradition of the State of Rhode Island and Providence Plantations and of the United States of America. Freedom is also recognized on practical grounds as vital to the scholar in his/her search for and dissemination of truth. Although academic freedom is not written into law, it is well established in custom and grounded in traditions of long standing in the colleges and universities of the Western world, protecting professional scholars and teachers from interference with their obligation to pursue truth. Though it is a specific kind of freedom peculiar to members of the teaching profession in higher education, its benefits ultimately accrue as much to the public at large as to the scholars themselves. In fact, the present age of accelerating change emphasizes that education must stress development of the capacity for critical thought, a capacity that can be achieved only when freedom in inquiry and discussion prevail. Therefore, in accordance with the ideals of state and nation, and in order that the institutions under its jurisdiction might perform well the functions for which they are established, the Board and the faculty affirm their unqualified acceptance of the principle of freedom in inquiry and expression.

6.10.11 Academic freedom has been defined and codified in a statement of principles that was prepared by representatives of the American Association of University Professors and the Association of American Colleges. Adopted by both organizations in 1941 and later endorsed by many other professional and learned societies, it is known as "The 1940 Statement of Principles on Academic Freedom and Tenure." The Board and the University of Rhode Island unconditionally endorse the 1940 Statement, including the following pertinent passages:

"Institutions of higher education are conducted for the common good and not to further the interest of either the individual teacher\* or the institution as a whole. The common good depends upon the free search for truth and its free exposition.

"Academic freedom is essential to these purposes and applies to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspects is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning. It carries with it duties correlative with rights.

"The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his/her other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.

\*The word "teacher" as used in this document is understood to include the investigator who is attached to an academic institution without teaching duties.

"The teacher is entitled to freedom in the classroom in discussing his/her subject, but he/she should be careful not to introduce into his/her teaching controversial matter which has no relation to his/her subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment.

"The college or university teacher is a citizen, a member of a learned profession, and an officer of an education institution. When he/she speaks or writes as a citizen, he/she should be free from institutional censorship or discipline, but his/her special position in the community imposes special obligations. As a person of learning and an educational officer, he/she should remember that the public may judge his/her profession and his/her institution by his/her utterances. Hence he/she should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he/she is not an institutional spokesperson."

6.10.12: Renumber existing 6.11.16.

6.10.13 The university faculty member is a citizen, and like other citizens, should be free to engage in political activities so far as he/she is able to do so consistent with his/her obligations as a faculty member.

6.10.14 Many kinds of political activity (e.g., holding part-time office in a political party, seeking election to any office under circumstances that do not require extensive campaigning, or serving by appointment or election in a part-time political office) are consistent with effective service as a member of a faculty. Other kinds of political activity (e.g., intensive campaigning for elective office, serving in a state legislature, or serving a limited term in a full-time position), will often require that the faculty member seek a leave of absence from the university.

6.10.15 A leave of absence incident to political activity should, when practicable, come under the university's normal rules and regulations for leaves of absence without pay.

6.11.10: Renumber existing 6.11.19.

6.11.20: Renumber existing 6.11.17.

6.11.21: Renumber existing 6.11.18.

6.11.30: Renumber existing 6.11.20.

6.15.10 Non-Discrimination. No member of the university community shall be discriminated against on account of race, religion, political affiliation or beliefs, color, national origin, sex, physical handicap or age.

## Chapter 7

7.20.10 Annual Review Process. Each faculty member is entitled to know in writing what is expected of him/her, and to be informed as to how he/she is performing his/her professional duties. It shall be the purpose of the Annual Review to provide this information on a cumulative basis. To achieve this purpose, the Annual Review shall consist of a process of department evaluation of its faculty and a written report submitted by the department chairperson to the dean.

7.20.11 The information accumulated in the Annual Review shall provide the basis upon which each faculty member is recommended by the department chairperson for retention in rank, promotion, or award of tenure. The information may also be a basis for termination or non-renewal.

7.20.12 All faculty on continuing appointment shall be subject to and eligible to participate in the Annual Review.

7.20.13 The following shall be the normal frequency for the conduct of the Annual Review:

- a) All eligible non-tenured faculty of whatever rank shall be reviewed annually until such time as tenure is awarded, except that faculty in their first year of appointment may be reviewed at the option of the department chairperson.
- b) One-half of the tenured faculty holding the rank of assistant or associate professor shall be reviewed each year. No review need be conducted following the year of promotion to assistant or associate rank, but a review shall always be conducted whenever a recommendation for promotion is involved.
- c) Tenured full professors shall be reviewed every four years. No review need be conducted following the year of promotion to full professor.

Upon request to the department chairperson by an individual faculty member, or upon the initiative of the department chairperson, any faculty member shall be accorded a review during any year, whether or not such review falls within the department schedule. A review shall always be conducted whenever a recommendation for promotion is involved, regardless of scheduled review sequence.

7.20.14 The Annual Review shall cover the faculty member's performance during the period since the previous Annual Review. Annual Reviews which involve promotion and/or decisions concerning award of tenure shall cover the faculty member's entire professional career, with special attention to the period since initial appointment and/or previous promotion.

7.20.15 In order to provide a full record of accomplishments throughout his/her professional career and in order to assist in the Review process, each faculty member shall prepare two copies of a dossier containing vital statistics and tabulating all professional accomplishments, including a list of courses taught at the University of Rhode Island within the preceding three years. This dossier may be supplemented by such other materials as the faculty member deems appropriate. The first copy and all supplemental material shall be kept on permanent file by the department chairperson, who shall make it available for full consideration by all faculty participating in the Review as provided in 7.20.17. The second copy should be forwarded to the Dean under 7.20.18 as part of the chairperson's written evaluation. Once prepared, the dossier shall be revised annually by the addition of whatever new material is pertinent to the year or years under review.

7.20.16 The tabulation of accomplishments may include, but shall not necessarily be limited to, applicable items among the following:

- a) Contributions to the instructional program of the department, including student advising, and such evidence as the faculty member may wish to present to demonstrate excellence in teaching.
- b) Journal articles and books published or accepted for publication and papers presented at professional meetings.
- c) Research activities and accomplishments, including funded and non-funded research.
- d) Creative artistic achievements.
- e) Services to the University.
- f) Offices held in and services rendered to professional societies; special services such as journal editor or consultant to professional periodicals and organizations; memberships in professional and honor societies.
- g) Compensated and uncompensated professional services for the community and clinical practice.
- h) All academic degrees received, professional certifications, experience, and training.

7.20.17 Before preparing his/her written evaluations and as early as feasible after the start of the fall semester the department chairperson shall consult with the department faculty by such procedure for peer evaluation as the faculty shall devise through annual department discussion and vote. Methods shall be at the discretion of the department, so long as each faculty member is given the right, without prejudice to any party involved, to abstain from participation in the entire procedure or to abstain from such portion of the procedure as affects an individual faculty member. During the consultation process the chairperson shall inform the faculty that no recommendation for promotion will be submitted to the Dean without an Annual Review of the individual concerned. Once the department procedure is established, and no later than October 1, the chairperson shall provide to the department faculty, to the College Dean, and to the Dean of the College of Continuing Education, as appropriate, the names of those scheduled for review and the names of those who have requested a review. No method of department peer evaluation may deny any faculty member the right to submit a written evaluation of any or all faculty which shall be included with the material forwarded to the Dean with the chairperson's written evaluation.

7.20.18 The department chairperson shall prepare in triplicate a written evaluation of each eligible faculty member scheduled for or requesting an annual review. One copy shall be forwarded to the dean of the college by December 1. The second copy shall be given to the faculty member at least five (5) working days prior to submission to the dean. The third copy shall be retained by the chairperson in a permanent department file.

7.20.19 The chairperson's written evaluation shall include:

- a) A statement of the duties and responsibilities of the individual faculty member for the period covered by the Review, including all teaching assignments.
- b) An assessment of the quality and quantity of the faculty member's professional work in the execution of those duties and responsibilities, including an evaluation of the faculty member's teaching and assessment of the material submitted by the faculty member under 7.20.16a.
- c) A statement of the future duties and responsibilities reviewed with and expected of the faculty member.
- d) A copy of the vital statistics and tabulation of accomplishments prepared by the faculty member under 7.20.15 as part of the dossier. This copy need be submitted to the dean but once, after which time only that material which is provided for the annual revision need be forwarded.
- e) Such other supporting material as the chairperson may wish to select from the individual dossier or to solicit from the faculty member.
- f) Specific recommendations for retention in rank, termination or non-renewal, promotion or award of tenure, either early or mandatory, for all faculty except tenured full professors. For cases involving mandatory tenure decisions, the recommendations shall be submitted in proper time to meet the requirements of section 7.43.10. When, through promotion, if granted, the faculty member becomes eligible for tenure because of the higher rank, tenure and promotion shall be considered simultaneously.

7.20.20 In writing his/her evaluations, the department chairperson shall give full consideration to all opinions and evaluations obtained by consultation with the department faculty. At the time he/she submits his/her evaluations to the Dean he/she shall append a detailed description of the department's consultation process and such peer evaluations as may be utilized under 7.20.17.

7.20.21 The faculty member shall submit to the dean such written comments as he/she may wish to make in response to the chairperson's written evaluation at the same time this evaluation is submitted to the dean, and he/she shall provide a copy to the chairperson. Lack of response shall not be construed as agreement by the faculty member with the chairperson's evaluation.

7.20.22 Distribution of the chairperson's written evaluation shall be limited under the provisions of 7.20.18. Access to the evaluation shall be limited to the faculty member, the chairperson, the dean, the Vice President for Academic Affairs and the President. All material pertinent to the Annual Review, including such information, opinions, and evaluations as may be provided under 7.20.17, shall be made available to all parties concerned, except that peer evaluations prepared prior to July 1, 1979 shall be made available only in cases of a grievance at any level under Appendix I, Negotiated Faculty Grievance Procedure.



7.20.23 Annual Review Evaluation Involving the College of Continuing Education. The Dean of the College of Continuing Education may submit to the appropriate department chairperson by November 15, a written evaluation of all those faculty who teach in the College of Continuing Education, either as faculty budgeted and assigned full-time to the College of Continuing Education, as faculty teaching in CCE beyond normal departmental load assigned on the Kingston campus, or as faculty budgeted and assigned full-time to the Kingston campus but teaching in CCE as a part of their normal teaching load. Such written evaluation shall be limited to those faculty currently under review within the CCE under 7.20.17. The chairperson shall give full consideration to the evaluation of the Dean of the College of Continuing Education when preparing his/her own written evaluation.

7.20.24 Annual Review Procedures in Colleges and Divisions without Chairpersons. In the case of a college or division within the University in which no formal departmental structure exists, the Vice President for Academic Affairs shall appoint a committee of no fewer than three (3) tenured faculty from within the college or division who will fulfill the responsibility of department chairperson specified in 7.20.18 unless the faculty of that college elects to assign those duties to the dean of that college.

7.20.30 Student Evaluation of Teaching. The student evaluation of teaching (SET) instrument shall be administered as recommended by the Joint AAUP-Regents Committee on Student Evaluation of Teaching and approved by the Association and the University.

7.21.10: Renumber existing 7.22.10.

7.22.10 Promotion Process. The provisions of Annual Review, 7.20.10 - 7.20.24, provide the basis for promotion. Any denial of promotion at any level by any individual or group beyond the department must involve reasons stated in writing.

7.22.11 A faculty member may be promoted at any time under prescribed procedures. The department chairperson shall be responsible for initiating proposals to the Dean for promoting the members of his/her department under the provisions of 7.20.19.

7.22.12 After receiving the chairperson's recommendation(s) on December 1, the Dean shall meet as soon as possible with the department chairperson to discuss the status of each faculty member recommended for promotion. Following the conference with the chairperson, but no later than February 15, the Dean shall convey his/her decision in writing to each individual under consideration, with a copy to the department chairperson. If the Dean denies a recommendation for promotion submitted by the chairperson, the Dean shall state his/her reasons for such denial in his/her written communication.

7.22.13 If the department chairperson and the Dean agree that an individual should be promoted, the decision shall be sent to the Vice President for Academic Affairs for transmittal to the President no later than February 15. If the President agrees with the department chairperson and the Dean, he/she shall take appropriate steps to promote the individual and to notify all parties concerned no later than April 15, and to make public such promotion at that time. If the promotion brings with it the award of tenure because of the higher rank, the President shall notify all parties concerned of his/her recommendation for promotion, but he/she shall also stipulate that the promotion cannot be final until approval of the tenure by the Board as specified under 7.41.10-16. Names of those for whom tenure is

thus a factor shall not be included on the publicized list, but shall appear on a supplemental list after approval of tenure by the Board.

7.22.14 If the President disagrees with the decision of the department chairperson and the Dean, he/she shall notify all parties concerned of his/her decision in writing with reasons no later than April 15.

7.22.15 If the Dean believes that a faculty member who does not receive recommendation from the chairperson should nonetheless be promoted, the Dean shall make his/her recommendation to the chairperson at the time of the meeting called under 7.22.12. If the Dean receives no recommendations for promotion from a department chairperson, but believes that a promotion or promotions within that department are in order, the Dean shall request the chairperson to meet with him/her to discuss the matter. If the chairperson does not agree that any promotion is in order, the Dean himself/herself may initiate the recommendation.

7.22.16 If the Dean himself/herself initiates a recommendation for promotion he/she shall inform the individual involved in writing, with a copy to the department chairperson, and shall also inform the chairperson at the same time, in writing, of the reasons for his/her decision. Once the Dean has initiated a recommendation for promotion, the recommendation shall proceed as all other recommendations as provided in 7.22.13 and 7.22.14.

7.22.17 The Faculty member, at any time in the promotion process, may ask that his/her name be removed from consideration.

7.22.18 If the department chairperson and the Dean disagree as to the promotion of a faculty member, or if the recommendation for promotion is supported only by the Dean or by the department chairperson, then the President's decision in regard to promotion shall not be grievable beyond the President's level so long as the decision is based upon the President's professional judgment.

7.22.19 If the President disagrees with the decision of the department chairperson and the Dean to promote (7.22.14), or if the President disagrees with a recommendation initiated by the Dean under 7.22.15, the faculty member, regardless of time in rank, may file a written grievance of the President's decision at the President's or Commissioner's level within the established grievance procedures.

7.22.20 Faculty promoted shall receive annual salary increases effective the date of their promotion in accordance with the schedules in Appendix H, sections H. 5 and H. 10.

7.23.10 Length of Time in Rank shall be in accordance with 7.23.11 - 7.23.14.

7.23.11 Promotion of Instructors. Contracts shall be given an instructor for a maximum period of four (4) years. At the end of each contract year, the instructor shall be eligible for reappointment in rank, contract termination or promotion. If the instructor is not to be reappointed, he/she must be informed at least three (3) months in advance of termination except that at the end of the third year, if it is known that the instructor will not or cannot be promoted at the end of the fourth year the instructor must be informed of this fact before he/she receives his/her fourth year appointment. Any instructor who remains through the fourth year with the assurance of reappointment at the end of that year, must also be assured of promotion

to an assistant professorship effective at the beginning of the fifth year. Nothing in this paragraph shall be construed to mean that an instructor cannot be promoted before the end of four (4) years. Upon recommendation of the department the President may, under special conditions, extend the appointment for a maximum of one (1) year.

7.23.12 A degree candidate at this institution holding the rank of instructor or equivalent rank (see 6.11.10) shall become eligible for promotion upon (1) completion of degree requirements or (2) waiver of status as a degree candidate, either of which shall be effected within the maximum four-year period as specified in 7.23.11.

7.23.13: Renumber existing 7.23.12.

7.23.14 Promotion of Associate Professors. Promotion of associate professors shall not be automatic. The University shall not fix limits on the time to be spent as an associate professor (or its equivalent).

7.24.10 Faculty Grievance. For the purpose of this University Manual the term "grievance" means any difference or dispute that shall be presented in writing with respect to the interpretation, application, or violation of any of the provisions of the current faculty collective bargaining agreement (See Appendix 1).

7.30.10 Position of Chairperson. Department chairpersons are essentially department administrators. They are responsible to the college Dean and then to the President for administering University policies and for providing administrative leadership to the department of which they are active members, and which they are appointed to lead.

7.30.11 The duties and responsibilities of department chairpersons are as follows: A department chairperson shall have administrative responsibility for the program of the department under the Dean of his/her college; provide leadership to department members in planning and developing policies and programs; evaluate the instructional, research and administrative processes of the department and make recommendations to the Dean; evaluate periodically the department members and report the evaluations as required; recommend appointments, reappointments, award of tenure, promotions and dismissals of department members; insure that adequate supervision, advice and training are provided to new department members and others who might profit therefrom; generally promote the welfare of the department and the University by every appropriate means; and carry out such other duties as are set forth elsewhere in the University Manual.

7.30.20 Department Chairperson Search Committee. When it is determined that the position of chairperson of a department will become vacant, the Dean of the college shall appoint within thirty (30) days of such determination a Search Committee to be charged with the compilation of a list of recommended candidates for submission to the Dean and thence to the Vice President for Academic Affairs and to the President. This committee shall consist of no fewer than five (5) and no more than seven (7) members of the full-time faculty, at least one (1) but not more than two (2) of whom shall be chosen from outside the department in question, but with interests closely allied to those of the department. The outgoing department chairperson shall not be a member of the Search Committee. An acting chairperson may be a member of the Search Committee if he/she is not a candidate for the position. In the case of departments with fewer than four (4) members, the Dean shall appoint the Committee, provided that the membership chosen from outside the

department shall not exceed the total number of department representatives. The committee shall choose its own chairperson. Nothing shall prevent a department from permitting students to be consulted in the selection process.

7.30.21 The Search Committee shall solicit names of possible candidates from the University faculty and elsewhere. Names of candidates from within the present faculty, as well as those from without, may be considered. The Search Committee shall adhere to the principles of Affirmative Action and will arrange for on-campus interviews of candidates in conjunction with the Dean of the college, who will arrange in advance through the Vice President for Academic Affairs for necessary travel reimbursement for the candidates. The number of candidates invited to visit the campus will be decided by the Search Committee and the Dean. Any candidate visiting the campus will meet with the faculty of the department and the Dean, and whenever possible with the Dean of the Graduate School, the Vice President for Academic Affairs and the President of the University. The candidate shall also be given the opportunity to meet with graduate and undergraduate students of the department under such conditions as can conveniently be arranged.

7.30.22 After the Search Committee has conducted appropriate interviews and completed its screening, it shall submit to the Dean the name(s) of acceptable candidates in order of preference, if any. The Dean will forward with recommendation(s) the name(s) of the candidate(s) to the Vice President for Academic Affairs and the President. The President may appoint one of the candidates recommended by the Search Committee. If the President cannot accept any of the candidates suggested, he/she shall explain in writing to the Chairperson of the Search Committee the reason(s) for his/her decision, and will request the Committee to continue its search until a candidate acceptable to the Committee and the President is appointed.

7.30.30 Chairperson's Appointment. The initial appointment of a department chairperson shall be for a three-year period, and it may be renewed for terms of three (3) years each upon the recommendation of the Dean subject to conditions set forth under Section 7.30.33. A chairperson will normally serve no more than four (4) consecutive terms for a total service of twelve (12) years. Upon petition of two-thirds of the department faculty on full-time continuing appointment of the rank of instructor or above, and upon approval of such petition by the Dean of the college presented to the President no later than March 15 of the third year of the chairperson's fourth term of office, the President may appoint a chairperson for an additional three-year term. If the President declines to appoint the chairperson to a fifth term, he/she shall explain his/her reasons in writing to the Dean and to the department faculty by April 1, and shall request that a search for a new chairperson be instituted under the provisions of 7.30.20 of the University Manual. Any further reappointment beyond a five-term limit shall be the subject of special negotiations among the department faculty, the Dean of the college, the Vice President for Academic Affairs, and the President. If a department chairperson resigns before the end of any three-year term, an acting chairperson shall be appointed by the President upon the recommendation of the Dean of the college in consultation with the members of the department.

7.30.31 Chairpersons shall be appointed at a salary and rank commensurate with their professional qualifications.

7.30.32 A chairperson shall be given a calendar year appointment when the responsibilities and duties of his/her office warrant it. This will be determined by the Dean of the College and the Vice President for Academic Affairs.

7.30.33 The President shall reappoint a chairperson upon the advice of the Dean of the college, who shall meet with and receive the vote of the full-time members of the department on a continuing appointment with the rank of instructor or above. This meeting and the vote of the faculty shall be held no later than February 15 of the third year of the chairperson's term. The meeting shall be convened by the Dean, and the chairperson shall not be in attendance. The Dean shall solicit from the full-time and continuing faculty written recommendations regarding the retention of the chairperson. These recommendations, received from those faculty who may choose to submit them, shall be forwarded by the Dean together with the vote and his/her own written recommendation, to the Vice President for Academic Affairs and thence to the President no later than March 15, and the chairperson and the department faculty shall be advised concurrently in writing of the Dean's recommendation. If the Dean's recommendation is positive and the President accepts it, the chairperson shall be notified of his/her reappointment no later than April 1. If the President does not accept the recommendation of the Dean or the department, he/she shall explain his/her reason(s) in writing to the Dean and the department.

7.30.40 Annual Review of the Chairperson. The chairperson shall be subject to all of the procedures to be followed for all faculty in matters of recommendation for his/her own promotion, retention, non-renewal, termination, or award of tenure as a faculty member as provided under Sections 7.20.10-7.20.30. The Dean of the college shall prepare the Annual Review of the chairperson in the same manner as it is prepared by the chairperson for other faculty. All peer evaluations as required under 7.20.17 shall be submitted to the Dean. The chairperson's Annual Review shall remain with the Dean so long as the chairperson holds his/her position. The chairperson shall have the same access to his/her own Annual Review as provided for all other faculty. Once the chairperson resigns his/her position, either to return to the teaching faculty of his/her department, to leave the University, or to retire, a copy of his/her file of Annual Reviews shall be forwarded by the Dean to the department for filing or other disposal in the same manner practiced within the department for all other faculty.

7.30.50 Summer Recontracting or Replacement for the Chairperson. A chairperson appointed on an academic year basis shall be eligible to recontract for the summer at no less than 4% and no more than 20% of his/her academic salary, the amount to be determined in consultation with the Dean and Vice President for Academic Affairs upon approval of the President. The Vice President shall notify the chairperson of the amount by June 1. If the chairperson is recontracted on this basis and chooses in addition to teach or to conduct other work for remuneration (e.g., outside grants) the combined amount shall not exceed 25% of the chairperson's academic salary.

7.30.51 A chairperson on academic year contract who does not recontract for the summer when the requirements of the position make it necessary as determined by the Dean and the Vice President for Academic Affairs, may designate with the concurrence of the Dean a senior ranking faculty member within his/her department to act on his/her behalf during the summer term. Such faculty member shall be eligible to recontract for the summer at no less than 4% and no more than 20% of his/her academic salary, the amount to be determined in consultation with the Dean and Vice President for Academic Affairs upon approval of the President.

7.30.60 Relinquishment of Chairperson Position for Other Duties. If a chairperson accepts any administrative duty on a temporary or emergency basis (interim or acting Dean, Assistant or Associate Dean, interim or acting Vice President, or any similar or related position) he/she shall be removed immediately from the bargaining unit, and he/she shall at once relinquish his/her position as chairperson. Upon recommendation of the Dean and consultation with the department faculty, the President shall appoint an interim or acting chairperson to serve for the length of time that the chairperson occupies such administrative position for the balance of the academic year if the position is accepted before the academic year has begun. Upon completion of the emergency or temporary duties, the chairperson, at his/her own discretion, may return to his/her position as chairperson and will immediately be returned to the bargaining unit. If the chairperson undertakes temporary or emergency administrative duty before the beginning of the academic year, continues to serve into a second academic year after undertaking the duties during the course of an academic year, or chooses to remain in the administrative position, or chooses to return to the department as a faculty member, relinquishing the chairpersonship, the position of chairperson shall be declared vacant and a new chairperson shall be chosen under the provisions of 7.30.20 - 7.30.22.

7.30.70 Retirement, Dismissal, or Resignation from Chairperson Position. A chairperson may resign his/her position at any time within the specified appointment period without prejudice. While he/she will normally give notice of one (1) year, he/she may step down at any time, at which time an acting chairperson shall be appointed by the President as noted in 7.30.30, pending selection of a replacement through the Search Committee. A chairperson who has resigned his/her position, provided his/her rank is tenured and he/she is not retiring or resigning from the University, will be placed on an academic or calendar year appointment. If he/she held a calendar year appointment and he/she is placed on an academic appointment, his/her salary shall be adjusted in accordance with 4.61.20. Any additional remuneration because of the position of chairperson shall be relinquished.

7.30.80 Leave Replacement for Chairperson. In the event that a chairperson will be absent because of extended leave (sabbatical, leave without pay, and so on) for a period of one (1) semester or longer, a temporary replacement shall be appointed by the President under the conditions which obtain under 7.30.60.

7.30.90 Removal of Chairperson. The procedures outlined in 7.30.91 - 7.30.92 shall apply in case it is determined that a chairperson should be removed from office prior to the expiration of the three-year appointment period.

7.30.91 If the department faculty determines that the chairperson is not properly fulfilling his/her responsibilities, the faculty may forward to the President a petition for removal of the chairperson signed by two-thirds of the full-time members of the department on a continuing appointment with the rank of instructor or above, excluding the chairperson, with reasons for such determination stated in writing. The President shall then hold a hearing on the matter with the parties involved, including representation from the appropriate faculty organization. Upon conclusion of the hearing, the President shall render his/her decision in writing with reasons therefore within thirty (30) calendar days to the full membership of the department faculty and to the dean.

7.30.92 If the President determines that the chairperson is not properly fulfilling his/her responsibilities, he/she may terminate the appointment of the chairperson, explaining his/her reasons in writing to the Dean of the college, to the chairperson, and to the department faculty. If requested by the chairperson, the President shall hold a hearing on the matter with the parties involved under the conditions which obtain in 7.30.91.

7.30.99 The provisions of sections 7.30.10 - 7.30.92 are subject to the grievance and arbitration procedures outlined in Appendix I.

7.40.10 Statement of Principles of Tenure. The purpose of any system of tenure is two-fold: 1) to protect the individual; 2) to protect the institution. The University during a stated number of years has the opportunity to observe and evaluate the capabilities and services of a faculty member. Each time a contract comes up for renewal the administration is charged with the responsibility of judging all the qualifications of every faculty member. This should be an affirmative and not a passive judgment. Upon this judgment must be based a decision not to reappoint those who have failed to adapt themselves to the standards of this institution, or to promote those who have not achieved beyond the normal expectations or who have performed satisfactorily over a period of years. No system of tenure will work unless the administration acts with firmness in not renewing contracts of those who are not adapted by training, experience, or temperament to the institution. It goes without saying that lack of success here does not necessarily imply lack of success elsewhere. In most instances, persons whose contracts are not to be renewed should be aided by the administration in obtaining another position.

7.40.11 After a faculty member has served his/her apprenticeship for a specified number of years and has been found worthy of retention on the faculty, he/she should be granted tenure and be given the assurance of continuous appointment which cannot be terminated except for cause after the individual has been accorded the rights of due process if he/she elects to seek them as hereinafter provided.

7.40.12: Renumber existing 7.42.10.

7.41.10 Tenure Process. The department chairperson shall be responsible for initiating formal proposals for granting tenure to members of his/her department. He/she shall prepare a report annually according to procedures described in 7.20.10.

7.41.11 After receiving the written report, the Dean shall meet with the department chairperson to discuss each proposal. After meeting, the Dean, by April 15, shall state in writing to the department chairperson his/her decision concerning each proposal. It shall be the responsibility of the department chairpersons to transmit to the faculty member by April 20 a copy of the Dean's decision. In the event that tenure is denied and if the faculty member requests, he/she shall be given the reasons for the denial in writing.

7.41.12 If the department chairperson and the Dean agree that an individual should be granted tenure, their decision will be sent to the Vice President for Academic Affairs for transmittal to the President no later than April 25. If the President agrees with the decision of the department chairperson and the Dean, he/she shall take the appropriate steps to present the case to the Board for final granting of tenure. If the President disagrees with the decision of the Dean and the department chairperson, he/she shall promptly inform the faculty member in writing, of his/her actions together with reasons therefore. The faculty member may file a written grievance within ten (10) days in accordance with Appendix I, Section I.2a.

7.41.13 For cases for which mandatory tenure decisions are required, if disagreements between the department chairperson and the Dean cannot be reconciled, the faculty member, who will be informed by April 25 in writing by the department chairperson, may file a written grievance within ten (10) days in accordance with Appendix I, Section I.2a.

7.41.14 An individual eligible for tenure has the right to initiate a grievance at the step that tenure has been denied. If tenure is denied by the Board, the individual may proceed to arbitration in accordance with Appendix I, Section I.3.

7.41.15 Where, through promotion, if granted, the faculty member becomes eligible for tenure because of a higher rank, tenure and promotion shall be considered at the same time.

7.41.16 The faculty member may at any time in the tenure process ask that his/her name be removed from consideration.

7.42.10 Eligibility for Tenure will be in accordance with sections 7.42.11 - 7.42.17.

7.42.11 Instructors shall not be eligible for tenure.

7.42.12 Continuing part-time faculty of the rank of assistant professor, associate professor, and professor shall be eligible for tenure provided the time requirements are equivalent to full-time service.

7.42.13 Assistant Professors shall be eligible for tenure when they have accumulated five (5) years of full-time service, credited as follows: years of service in the rank of instructor at the University of Rhode Island; years of service in the rank of assistant professor (or its equivalent) at the University of Rhode Island; years of service at another accredited four-year academic institution in the rank of assistant professor or above, to a maximum of three (3) years of credit. The amount of credit to be allowed toward tenure for service at other institutions shall be indicated in the initial contract. Tenure may be awarded to become effective beginning with the sixth, seventh, or eighth year. An individual must be considered when he/she first becomes eligible and each year thereafter. A tenure decision relating to the eighth year shall be a mandatory tenure decision (see 7.43.10). Tenure will be granted prior to the mandatory year only in unusual circumstances.

7.42.14 Associate Professors who have completed a minimum of two (2) years of full-time service at this institution shall be eligible for tenure. Tenure may be awarded to become effective beginning with the third, fourth or fifth year. A tenure decision relating to the fifth year shall be a mandatory tenure decision (7.43.10). Tenure will be granted prior to the mandatory year only in unusual circumstances.

7.42.15 Professors shall be eligible for tenure beginning with the first year of full-time service. Tenure may be awarded to become effective beginning with the first, second, third or fourth year. A tenure decision relating to the fourth year shall be a mandatory tenure decision (see 7.43.10). For initial appointments with tenure, the department chairperson shall consult with all tenured members of the appointing department and report on the recommendations to the college Dean for his/her consideration prior to offering the appointment to the individual. Tenure will be granted prior to the mandatory year only in unusual circumstances.

7.42.16: Renumber existing 7.43.17.

7.42.17 Research Assistants and Research Associates shall not be eligible for tenure.

7.43.10 Mandatory Tenure Decisions: Whenever a faculty member has accumulated sufficient years of service that a mandatory tenure decision is required, one of the following decisions must be made: 1) award tenure to the faculty member; 2) terminate the affiliation of the faculty member with the University. For cases in which mandatory decisions are necessary, the recommendation relating to tenure to become effective July 1 shall be submitted to the Dean by December 1 of the previous calendar year (i.e., 19 months in advance of the effective date). If in the instance of a mandatory tenure decision, it is determined that a faculty member will be denied tenure, he/she shall be notified in writing with reasons stated for denial by the President of the University at least twelve (12) months in advance of the date he/she is required to terminate his/her affiliation with the University.

7.43.20 Credit Toward Tenure. A full academic year of service (dating from the beginning of the academic year) shall accrue credit of one (1) year toward tenure. Service begun after the start of the academic year will not accrue credit toward tenure. Time spent on leaves of absence, sabbatical leaves, or education leaves shall not accrue credit toward tenure.

7.43.21 Should a person who has held the position of Research Associate at this University be employed by the University at some later time in the rank of instructor or above on a full-time basis, he/she shall be credited with one (1) year toward tenure for each two (2) years of prior employment under such title, to a maximum of two (2) years of credit.

7.44.10 Notice of Non-Renewal. Notice of Non-Renewal, or of intention not to recommend renewal of faculty members in the ranks of assistant professor, associate professor, and professor who have not yet acquired tenure shall be given in writing by the Dean, Vice President for Academic Affairs, or the President, in accordance with the following standards: 1) not later than March 1 of the first academic year of service, if the appointment expires at the end of that year; or if a one-year appointment terminates during an academic year, at least three (3) months in advance of its termination; 2) not later than December 15 of the second academic year of service, if the appointment expires at the end of that year; 3) at least one academic year before the expiration of an appointment after two or more years of service. Reasons for non-reappointment shall be given in writing upon the faculty member's request by the person making the decision.

7.45.10 Dismissal Under Tenure. A member of the teaching, research or extension faculty who has been granted tenure may not be dismissed except as provided in the following statement on tenure formulated by a joint conference of committees for the Association of American Colleges and the American Association of University Professors.

Termination for cause of a continuous appointment, or the dismissal for cause of a teacher previous to the expiration of a term appointment should, if possible, be considered by both a faculty committee and the governing board of the institution (or its designee). In all cases where the facts are in dispute, the accused teacher should be informed in writing of the charges against him/her and should have

the opportunity to be heard in his/her own defense by all bodies that pass judgment on his/her case. He/she should be permitted to have an advisor of his/her own choosing who may act as counsel. There should be a full stenographic record of the hearing available to the parties concerned. In the hearing of charges of incompetence, the testimony should include that of teachers and other scholars, either from his/her own or from other institutions. Teachers on continuous appointment who are dismissed for reasons not involving moral turpitude should receive their salaries for at least a year from the date of notification of dismissal whether or not they are continued in their duties at the institution.

The University of Rhode Island accepts the above statement as its basic policy governing dismissal under tenure, with the following modifications: All provisions of the paragraph shall apply to members of the extension and research faculties who have been granted tenure as well as to teachers on tenure.

7.46.10: Renumber 7.44.10.

7.47.10 Tenure Not Automatic. No statement either expressed or implied in 7.40.10 - 7.43.21 shall be construed to imply tenure is automatic. To meet the conditions of eligibility for tenure shall not in itself presume or grant tenure. Only by vote of the Board of Governors shall a faculty member acquire tenure.

7.48.10: Renumber existing 7.46.10.

7.48.11: Renumber existing 7.46.11.

7.49.10 Retrenchment as the result of financial or program curtailment shall be applied in accordance with sections 7.49.11 - 7.49.16:

7.49.11 Termination of employment of incumbents of positions which are subject to retrenchment shall be made from among incumbents holding the same or similar positions in the unit, department, or program, as appropriate.

7.49.12 Prior to retrenchment notice, the President of the University or his/her designee shall notify the appropriate faculty organization of his/her intention to effect retrenchment. If the appropriate faculty organization requests, the President or his/her designee shall meet with the representatives of the appropriate faculty organization to discuss retrenchment.

7.49.13 Under normal circumstances, and consistent with the educational mission of the department or program affected, termination shall first take place as follows:

- a. Among continuing faculty in inverse order of full-time equivalent service.
- b. Among temporary faculty before continuing faculty and in inverse order of length of service.

7.49.14 The President will notify the persons affected as soon as practicable recognizing that, where circumstances permit, it is desirable to provide at least one (1) semester's notice for temporary faculty and one (1) year's notice for continuing faculty.

7.49.15 Persons removed as a result of retrenchment shall be advised of the opportunity for reemployment in the same or a similar position at the University for a period of two (2) years, and must accept such offer within fifteen (15) days after such offer, such acceptance to take effect not later than the beginning of the semester immediately following the date such offer was made. The University shall make every reasonable effort to place an incumbent so separated within the University, provided that a suitable position for which the person is otherwise qualified is available for such appointment.

7.49.16 The original appointment shall mean the date of first appointment to University service, followed by continuous and uninterrupted service within the University up to the time of reduction and abolishment of positions. Authorized leave of absence shall not be deemed an interruption of service with the University. In the event an incumbent believes such date has been incorrectly determined, he/she shall so advise the University and indicate the date he/she believes to be correct.

7.50.10 Salary Levels. Salaries for full-time faculty will be in accordance with Appendix H.

7.51.10: Renumber existing 7.53.13.

7.60.16 Leave for Graduate Study. A member of the faculty who has served full-time for at least three (3) years may be granted a leave of absence to pursue graduate study. This leave shall be granted for a period of one year at one-quarter pay with the understanding that the recipient shall, upon the termination of the leave, return to his/her duties at the University for a period of at least one (1) year. Application for leave shall be made in accordance with the time schedule prescribed for sabbatical leave (7.61.30-32). Shortly after his/her return to duty, the faculty member shall file with his/her Dean a report of his/her professional activities during his/her absence. Only non-tenured faculty may apply for this leave.

7.60.17 Part-time faculty shall be eligible provided they meet the equivalent of the above requirements.

7.60.18: Renumber existing 7.60.17.

7.61.10 Sabbatical Leaves. The primary purpose of a sabbatical leave is to provide a faculty member an uninterrupted period of experience for scholarly enrichment. It is intended to enhance the contribution of such a member to the total activities of the University and should be regarded as a privilege and not an automatic benefit.

7.61.11 A member of the faculty shall be eligible for sabbatical leave if he/she has served full-time at the University for at least six (6) years and has the rank of assistant professor or above with tenure at the time of leave. In exceptional circumstances sabbatical leave may be granted even though the faculty member has not served for the full six-year period. Part-time faculty shall be eligible for sabbatical when they have served the equivalent of six years and are at the rank of assistant professor or above. As soon as decisions are made, the Administration shall furnish the appropriate faculty organization with a list of those receiving sabbatical leave, those denied sabbatical leave, and those for whom replacement positions have been provided.

7.61.12 Sabbatical leave shall be granted for graduate study, post-doctoral study, research, or other professional improvement for a period of one (1) year at half pay or for one-half year at full pay.

7.61.13 Sabbatical leave shall be granted with the understanding that the recipient shall, upon the termination of the leave, return to his/her duties at the University for at least one (1) year unless, by mutual agreement between the faculty member and the President, it is deemed inadvisable for him/her to do so. At the close of the period of leave, the faculty member shall file with his/her Dean a report of his/her professional activities during his/her absence.

7.61.14 Upon completion of the contractual year during which the sabbatical leave is taken, the faculty member shall begin again to accumulate leave service credit, becoming eligible for an additional sabbatical leave upon accumulation of an additional minimum full six-year period of service credit.

7.61.15 If a faculty member shall serve more than six (6) years before his/her first sabbatical leave or between sabbatical leaves, the additional years beyond six (6) shall not be credited toward the service-credit requirement for the next or any subsequent sabbatical leave.

7.61.16 A faculty member whose approved sabbatical leave has been deferred or postponed because of replacement or other operational difficulties, shall begin to accumulate service-credit for his/her next sabbatical leave as of the scheduled start of the deferred or postponed leave but not including the time, if any, eventually spent on the deferred or postponed leave.

7.61.17 If the University service of a faculty member is interrupted by leave for military duty, one (1) year of such leave may be credited once to the sabbatical leave service-credit minimum requirement of six (6) years. However, regardless of the number of years of service to his/her credit, a faculty member on leave for military duty must return to his/her duties at the University for at least one (1) year before he/she is eligible for sabbatical leave.

7.61.18 If a faculty member shall transfer to the University from another institution in the state college system, he/she shall be credited, if it is earned, with at least three (3) years toward the sabbatical leave service-credit minimum requirement of six (6) years. Additional service-credit toward sabbatical leave shall be a matter of negotiation at the time of transfer.

7.61.19 While on sabbatical leave, a faculty member shall be permitted to receive travel expenses, fellowships, grants-in-aid or other financial assistance from sources other than the University provided he/she is not required to perform duties detrimental to the objectives for which his/her leave period has been granted. However, if he/she accepts employment for pay during the leave period, his/her University compensation will normally be reduced by the amount necessary to bring his/her total compensation for that period to a level comparable with his/her normal professional income.

7.61.20 Nothing in this section on sabbatical leave shall be construed to mean or imply that two (2) consecutive periods of sabbatical leave after twelve (12) or more years of continuous service are permitted.

7.61.21 A sabbatical leave will ordinarily not be scheduled to begin later than four (4) years prior to the employee's scheduled retirement date. The total number of replacement positions for persons on sabbatical leave shall not exceed 5% of the total full-time faculty.

7.61.22 If applications for leave exceed the number that can feasibly be granted without jeopardizing course offerings or other work of a department, selections for approval shall be based on the number of years of service since granting of the last sabbatical leave.

7.61.30 Procedures for Leaves. A faculty member who desires a sabbatical leave, a leave for graduate study or a leave without pay, shall apply in writing to his/her department chairperson who shall forward the application to the Dean of the college not later than September 15 before the academic year for which the leave is requested. The chairperson shall provide the Dean with his/her evaluation of and recommendations concerning the request. The Chairperson shall also include with each application a plan for carrying on the faculty member's work during the period of absence including whether or not a replacement (full-time or part-time) will be needed, plus estimated cost. The decision, included on the application and agreed to by the Dean as to whether or not a replacement is required, is final at the time of submission to the Dean.

7.61.31 After receiving the chairperson's recommendation(s) on September 15, the Dean shall, no later than November 1, convey his/her decision in writing to each individual under consideration, with a copy to the department chairperson. If the Dean denies a recommendation for sabbatical leave submitted by a chairperson, whether or not a replacement is requested, the Dean shall state his/her reasons for such denial in his/her written communication.

7.61.32 If the department chairperson and the Dean agree that an individual should receive a sabbatical leave and no replacement is necessary, the application shall be transmitted to the President for his/her approval. If the President does not approve the application, he/she shall notify the Dean and the faculty member in writing with his/her reasons by December 1.

7.61.33 If the Dean disagrees with the chairperson, the application shall be forwarded to the President, who shall review and evaluate the application. If he/she does not approve the application, he/she shall notify the Dean and the faculty member in writing with his/her reasons by December 1.

7.61.34 If the President approves the application and it does not need replacement, the leave shall be granted and the Dean and faculty member notified no later than December 1. If a replacement is needed, the application shall be ranked under 7.61.36.

7.61.35 If the chairperson and Dean agree that the individual should receive a sabbatical leave but that a replacement is necessary, the application shall be forwarded to the President no later than November 1.

7.61.36 All approved applications which require replacements under 7.61.34 and 7.61.35 shall be ranked by the President from highest to lowest in light of published criteria. This rank shall not be grievable so long as the total number of replacement positions equals 5% of the total full-time faculty.

7.63.10 Sick Leave. In the event of accident or sickness which renders any faculty member temporarily incapable of performing his/her duties, sick leave shall be granted by the University as follows:

7.63.11 When a faculty member is appointed, he/she will be included in the non-classified accrued leave system. Existing faculty shall carry forward any unused sick leave accumulated as beginning balances. Accrued rate for faculty will be at the rate of fifteen (15) working days per year to a maximum of one hundred-twenty (120) working days.

7.63.12 If after the entire sick leave allowance for a faculty member has been used, he/she is still unable to resume his/her duties, he/she shall apply for a leave, with or without pay, or resign, and the decision shall rest with the President and the Board of Governors or its designee.

7.63.13 Part-time faculty shall accrue sick leave on a pro-rata basis.

7.63.14: Renumber existing 7.63.15.

7.64.10 Maternity Leave. In the event of pregnancy, leaves of absence shall be granted to faculty with six (6) months or more of service. The faculty member may be allowed to utilize accrued sick leave for child-bearing. After all accrued sick leave and vacation leave have been exhausted said faculty may be granted upon request, a leave of absence without pay for a period of six (6) months. Part-time faculty shall be eligible for maternity benefits.

7.65.10 Military Leave. Every member of the faculty covered by this Manual who has left or shall leave his/her position by reason of entering the armed forces of the United States (whether through membership in the Reserve or the United States Military or Naval Forces or in the National Guard, or by reason of enlistment, induction, commission or otherwise) and who has been employed for 180 or more calendar days within the twelve (12) months next preceding such entrance into the armed forces is entitled to and shall be granted military leave of absence from the said position commencing with the time of leaving said position for said purpose and continuing throughout the duration of said absence required by the continuance of service in the armed forces. Such leave of absence shall be deemed to have expired six (6) months after the date of discharge from or authorized separation from active duty as a member of the armed forces. Reenlistment or other continued service in the armed forces resulting from a choice by the faculty member shall serve to cancel such leave. At the conclusion of such military leave of absence, the faculty member shall be returned to his/her position subject, however, to any law or rule which may hereafter be enacted affecting such right of return or defining the conditions under which such returns may be made.

7.65.20 Military Training Leave. Faculty members covered by this Manual who by reason of membership in the United States Military, Naval or Air Reserve or the National Guard, are required by the appropriate authorities to participate in training activities or in active duty as a part of the Federal military force, shall be granted military training leave with pay not to exceed fifteen (15) days in any one calendar year. Should the faculty member be required to participate in such training activities for a period greater than fifteen (15) days, he/she shall be granted leave without pay for this purpose. During the period of military training leave with pay, the faculty member shall accrue sick leave credits.

7.66.10 Return to Duty After Leave. Normally a member of the faculty shall return to at least the same rank and salary he/she had at the University at the time his/her leave began. Normally a member of the administrative staff shall return to the same or equivalent position at the same salary he/she had at the University at the time his/her leave began. However, the President may make such adjustments of position and salary for members of the administrative staff as appear desirable or appropriate.

7.67.10: Renumber existing 7.65.10.

7.67.11: Renumber existing 7.65.11.

7.67.12: Renumber existing 7.65.12.

7.67.13: Renumber existing 7.65.13.

7.67.14 Part-time calendar-year faculty shall accumulate annual vacation on a pro-rata basis.

7.67.15 When the service of a calendar year member of the faculty is terminated by resignation, retirement or death, if such member shall not have used actual vacation time equal to the vacation credits outstanding on his/her account he/she, or his/her estate, shall be entitled to receive full pay for each day of vacation leave to his/her credit as of the date of termination with the following exception: If a member of the faculty requests release from his/her contract before the end of the fiscal year, he/she shall forfeit all vacation credits for that year and any credits previously accumulated in excess of twenty-two (22) days.

7.67.16: Renumber existing 7.65.15.

7.69.10 Faculty Fringe Benefits will be in accordance with Appendix H.

7.70.10 Retirement Program. Full-time members of the faculty and administrative staff who are exempt from the merit system of the State of Rhode Island shall be required to participate in the Teachers Insurance and Annuity Association (TIAA) retirement program after two years of service and attainment of age 30. Employees who are members of the Rhode Island Employee Retirement System at the time of employment shall be excepted. Participation is permitted, on a voluntary basis, on completion of two years of employment for eligible employees under 30 years of age. (Faculty retirement program is in accordance with Appendix H, Section H. 14).

Chapter 10

10.20.11 Payroll deductions shall be made for withholding taxes, Social Security taxes, contributions to the State Employees' Retirement System, TIAA-CREF and voluntary deductions for hospitalization and medical plans, group life insurance, credit union loan repayments or savings deposits, and purchase of government savings bonds. (Faculty payroll deductions are in accordance with faculty fringe benefits in Appendix H, Sections H. 11 - H. 18).

APPENDIX H AAUP NEGOTIATED SALARIES AND FRINGE BENEFITS

SALARIES 1981-82

H. 1 The salaries of all calendar and academic continuing faculty as of June 30, 1981 will be added to determine the unconverted salary base. The increase in salaries will be equal to 7% of the unconverted salary base.

H. 2 For the 1981-82 contract year, it is hereby agreed that the members of the collective bargaining unit employed on an academic year basis as of June 30, 1981 shall receive a salary increase of \$1,670 or 6.5%, whichever is greater. The increase for faculty on a calendar year appointment shall be appropriately prorated.

H. 3 Personnel may be employed at salaries at or above, but not below the minimum, as stated below:

|                     | Minima<br>Academic Year | Minima<br>Calendar Year |
|---------------------|-------------------------|-------------------------|
| Instructor          | 13,000                  | 15,600                  |
| Assistant Professor | 16,000                  | 19,200                  |
| Associate Professor | 21,000                  | 25,200                  |
| Professor           | 25,000                  | 30,000                  |

H. 4 The maxima shall be as follows:

|                     | Maxima<br>Academic Year | Maxima<br>Calendar Year |
|---------------------|-------------------------|-------------------------|
| Instructor          | 17,506                  | 21,007                  |
| Assistant Professor | 25,984                  | 31,181                  |
| Associate Professor | 33,511                  | 40,213                  |
| Professor           | 42,515                  | 51,018                  |

The exception to the maxima shall be as follows:

The highest paid full professors, equal in numbers to 3% of all full professors, shall be exempt from maxima.

H. 5 Faculty promoted between July 1, 1981 and June 30, 1982 shall receive the following annual salary increases effective the date of their promotion:

|                     | Academic | Calendar |
|---------------------|----------|----------|
| Assistant Professor | \$175    | \$210    |
| Associate Professor | \$350    | \$420    |
| Professor           | \$700    | \$840    |

SALARIES 1982-83

H. 6 The salaries of all calendar and academic continuing faculty as of June 30, 1982 will be added to determine the unconverted salary base. The increase in salaries will be equal to 7.5% of the unconverted salary base.



H. 7 For the 1982-83 contract year, it is hereby agreed that the members of the collective bargaining unit employed on an academic year basis as of June 30, 1982 shall receive a salary increase of \$1,787 or 7% whichever is greater. The increase for faculty on a calendar year appointment shall be appropriately prorated.

H. 8 Personnel may be employed at salaries at or above, but not below the minimum, as stated below:

|                     | Minima<br>Academic Year | Minima<br>Calendar Year |
|---------------------|-------------------------|-------------------------|
| Instructor          | 14,000                  | 16,800                  |
| Assistant Professor | 17,250                  | 20,700                  |
| Associate Professor | 22,500                  | 27,000                  |
| Professor           | 26,500                  | 31,800                  |

H. 9 The maxima shall be as follows:

|                     | Maxima<br>Academic Year | Maxima<br>Calendar Year |
|---------------------|-------------------------|-------------------------|
| Instructor          | 18,819                  | 22,583                  |
| Assistant Professor | 27,933                  | 33,520                  |
| Associate Professor | 36,024                  | 43,229                  |
| Professor           | 45,704                  | 54,845                  |

The exception to the maxima shall be as follows:

The highest paid full professors, equal in numbers to 3% of all full professors, shall be exempt from maxima.

H. 10 Faculty promoted between July 1, 1982 and June 30, 1983 shall receive the following annual salary increases effective the date of their promotion:

|                     | Academic | Calendar |
|---------------------|----------|----------|
| Assistant Professor | \$200    | \$240    |
| Associate Professor | \$400    | \$480    |
| Professor           | \$800    | \$960    |

#### FACULTY FRINGE/BENEFITS

H. 11 Health Insurance. The State will pay the entire cost of Blue Cross Plan 100 or the cost of equivalent benefits under the RIGHA Plan for all eligible employees, individual or family, whichever is chosen by the individual employee. It is further agreed that the state will pay the entire cost of all eligible employees covered by this Agreement of the Major Medical Insurance benefits of the Hospital Service Corporation of Rhode Island (Blue Cross) and also of the Rhode Island Medical Society Physicians Service, in accordance with the rules and regulations of such corporations or the cost of equivalent benefits under Rhode Island Group Health Plan. Major Medical coverage will be to a maximum of \$250,000. This benefit shall apply to part-time, as well as full-time, faculty.

H. 12 Life Insurance. All faculty members covered by this Agreement are subject to and have the benefits of the State Group Life Insurance Program. This benefit shall apply to part-time, as well as full-time, faculty.

H. 13 Disability Insurance. All faculty members covered by this Agreement are subject to and have the benefits of the State ERS or TIAA Group Insurance Policy whichever applies, in accordance with rules and regulations of such systems.

H. 14 Retirement Program. Full-time members of the faculty who are exempt from the merit system of the State of Rhode Island shall be required to participate in the Teachers Insurance and Annuity Association (TIAA) retirement program after two (2) years of service and attainment of age thirty (30) as a condition of employment and as provided by law. Faculty members who are members of the Rhode Island Employee Retirement System at the time of employment shall be excepted. Participation is permitted, on a voluntary basis, on completion of two (2) years of employment for eligible employees under thirty (30) years of age. Part-time, as well as full-time, faculty shall participate.

H. 15 Tuition. General fees or course charges for all full-time faculty members may be waived when they undertake a regular study program at the University. Spouses and children of full-time faculty who are not full-time students may be registered, with the approval of the Registrar, for no more than three (3) courses up to and including eleven (11) credits in any one semester for undergraduate work and no more than two courses up to and including eight (8) credits in any one semester for graduate work. Spouses and children of full-time faculty, enrolled full-time or part-time in the University, degree or non-degree candidates, shall pay all regular University fees except the General Fee. Children eligible are those who are unmarried and under age 21 at the time of original registration and who remain continuously registered.

H. 16 Prescription Plan. The State will pay the cost of Blue Cross \$2.00 deductible family prescription plan for all bargaining unit members as soon after ratification as possible.

H. 17 Dental Plan. Effective July 1, 1981 the state will provide individual Delta Dental Level I coverage for bargaining unit members. Effective January 1, 1982 the State will provide Delta Dental Level II family coverage.

H. 18 Vision Plan. Effective January 1, 1982 the State will provide an individual vision/optical care program for bargaining unit members.

APPENDIX I AAUP NEGOTIATED FACULTY GRIEVANCE PROCEDURE

I. 1 Definition. For the purpose of this University Manual the term "grievance" means any difference or dispute that shall be presented in writing with respect to the interpretation, application, or violation of any of the provisions of the current faculty collective bargaining agreement.

I. 2 Grievance Procedure. The grievance procedure shall be as follows:

- a) A written grievance shall be presented at the level on which the grievance occurs (Dean, President or Commissioner) by the aggrieved faculty member and/or by the Association within ten (10) calendar days after the faculty member knew or should have known of the occurrence of such grievance. A copy of all grievances filed will be furnished by the University to the Association at the time of filing.
- b) In cases where the grievance originates with the Dean, an aggrieved and his/her Association representative(s) shall meet with the Dean within twenty (20) calendar days after filing the grievance. The Dean shall attempt to settle the grievance and render a written decision within five (5) calendar days after the close of the meeting. Absent a waiver under Section (i), the grievance shall proceed automatically to the next level.
- c) If the grievance is not resolved through (b) or if the grievance originates with the President, the aggrieved shall submit the grievance in writing within ten (10) calendar days to the President. The President or his/her designee shall meet within fifteen (15) calendar days of the receipt of the grievance with the aggrieved and a representative of the Association. A decision including reasons shall be rendered in writing by the President within fifteen (15) calendar days of the completion of the hearing.
- d) If the grievance is not resolved in (c) or if the grievance originates with the Commissioner, the aggrieved shall submit the grievance in writing to the Commissioner of Education or his/her designee within ten (10) calendar days following completion of (c). Within fifteen (15) calendar days of the receipt of the grievance the Commissioner of Education or his/her designee shall hold an informal hearing with the aggrieved and a representative of the Association. The Commissioner or his/her designee shall communicate his/her decision, including reasons, in writing within fifteen (15) calendar days of the completion of the hearing.
- e) Each grievance in writing shall contain a statement of the facts giving rise to the grievance and the relief requested.
- f) It is also agreed that in all cases of dismissal the aggrieved and/or the Association committee may go immediately to Section (c) of the grievance procedure. It is further agreed that either party to this Agreement may submit a grievance to each other and proceed immediately to (c) above.
- g) Any grievance not resolved in levels (a) through (c) shall automatically proceed to the next level.

- h) The periods set forth are essential to the grievance procedure. Any grievance not filed within said limits shall be dismissed.
- i) Time limits may be waived by agreement in writing by the parties, including the aggrieved or the Administration.
- j) The aggrieved and/or the Association may withdraw the grievance at any time during the process.
- k) Either party to this Agreement shall be permitted to call witnesses as part of the grievance procedure. The President on request will produce payroll and other records as necessary. The Association representative shall have the right to assist the aggrieved at any step of the grievance procedure.

I. 3 Arbitration. All submissions to arbitration must be made within four (4) weeks after the grievance procedure decision under Section (d). If a grievance is not settled under Section I. 2, such grievance shall, at the request of the Association or the Board, be referred to the American Arbitration Association in accordance with its rules then obtaining. The decision of the arbitrator shall be final and binding upon the parties. The expense of such arbitrations shall be borne equally by the parties. Only grievances arising out of the provisions of this Contract relating to the application, interpretation or violation thereof, may be submitted to arbitration.

I. 4 The Burden of Proof under the Grievance-Arbitration Process. In any case of non-renewal, the burden of proof of the denial of due process, legal rights, academic freedom, arbitrary or capricious action shall be on the grievant, which proof shall be by a preponderance of evidence. In any case of dismissal under tenure, the burden of proof shall be on the University, which proof shall be by clear and convincing evidence. In cases dealing with promotion and award of tenure, the burden of proof shall be on the grievant, which proof shall be by a preponderance of evidence. The factors to be considered will be those enumerated in Section 7.20.16.

Report of the Faculty Welfare Committee

ATTACHMENT

Index of Proposed Manual Changes to Bring the University Manual in Consonance With the Faculty Collective Bargaining Agreement

The number in parentheses is the section of the University Manual (M) or the AAUP Collective Bargaining Agreement (A) which pertains.

Chapter 2

2.39.10 (M: 3.20.13)

Chapter 3

3.20.11 (A: 8.1)  
3.20.12 (A: 8.2)  
3.20.13 (M: 3.20.11)  
3.20.14 (M: 3.20.12)

Chapter 4

4.61.10 (A: 10.1 and 10.2)  
4.61.11 (A: 10.3, 10.4 and 10.10)  
4.61.12 (A: 10.5)  
4.61.13 (A: 10.6)  
4.61.14 (A: 10.7)  
4.61.15 (A: 10.8)  
4.61.16 (A: 10.9)  
4.61.17 (A: 10.11 and 10.12)  
4.61.20 (A: 10.13)  
4.62.10 (A: 11.1)  
4.63.20 (A: 10.14)  
4.63.21 (A: 10.14)  
4.63.22 (A: 10.14)  
4.63.23 (A: 10.14.1)  
4.63.24 (A: 10.14.1)  
4.64.10 (M: 4.63.11)  
4.64.11 (A: 21.1)  
4.64.12 (A: 21.2)  
4.65.10 (M: 4.64.10)  
4.66.10 (M: 4.65.10)

Chapter 6

6.10.10 (A: 7.1)  
6.10.11 (A: 7.2)  
6.10.12 (M: 6.11.16)  
6.10.13 (A: 7.3)  
6.10.14 (A: 7.4)  
6.10.15 (A: 7.5)  
6.11.10 (M: 6.11.19)  
6.11.20 (M: 6.11.17)  
6.11.21 (M: 6.11.18)  
6.11.30 (M: 6.11.20)  
6.15.10 (A: 3.1)

Chapter 7

7.20.10 (A: 14.1)  
7.20.11 (A: 14.2)  
7.20.12 (A: 14.3)  
7.20.13 (A: 14.4)  
7.20.14 (A: 14.5)  
7.20.15 (A: 14.6)  
7.20.16 (A: 14.6.1)  
7.20.17 (A: 14.7)  
7.20.18 (A: 14.8)  
7.20.19 (A: 14.8.1)  
7.20.20 (A: 14.8.2)  
7.20.21 (A: 14.9)  
7.20.22 (A: 14.10)  
7.20.23 (A: 14.11)  
7.20.24 (A: 14.13)  
7.20.30 (A: 14.12)

7.21.10 (M: 7.22.10)  
7.22.10 (A: 15.1)  
7.22.11 (A: 15.2)  
7.22.12 (A: 15.2.1)  
7.22.13 (A: 15.2.2)  
7.22.14 (A: 15.2.3)  
7.22.15 (A: 15.2.4)  
7.22.16 (A: 15.2.5)  
7.22.17 (A: 15.2.6)  
7.22.18 (A: 15.3)  
7.22.19 (A: 15.4)  
7.22.20 (A: 15.5 and 15.6)  
7.23.10 (New section)  
7.23.11 (A: 16.2)  
7.23.12 (M: 7.23.11)  
7.23.13 (M: 7.23.12)  
7.23.14 (M: 7.23.13)  
7.24.10 (A: 23.1)  
7.30.10 (A: 9.1)  
7.30.11 (A: 9.1)  
7.30.20 (A: 9.2 and 9.16)  
7.30.21 (A: 9.3)  
7.30.22 (A: 9.4)  
7.30.30 (A: 9.5)  
7.30.31 (A: 9.8)  
7.30.32 (A: 9.9)  
7.30.33 (A: 9.6)  
7.30.40 (A: 9.7)  
7.30.50 (A: 9.10)  
7.30.51 (A: 9.11)  
7.30.60 (A: 9.12)  
7.30.70 (A: 9.13)  
7.30.80 (A: 9.14)  
7.30.90 (A: 9.17)  
7.30.91 (A: 9.17.1)  
7.30.92 (A: 9.17.2)  
7.30.99 (A: 9.15)  
7.40.10 (A: 7.1)  
7.40.11 (A: 7.1)  
7.40.12 (M: 7.42.10)  
7.41.10 (A: 19.1)  
7.41.11 (A: 19.2)  
7.41.12 (A: 19.3)  
7.41.13 (A: 19.4)  
7.41.14 (A: 19.5)  
7.41.15 (A: 19.6)  
7.41.16 (A: 19.7)  
7.42.10 (New section)  
7.42.11 (A: 18.1)  
7.42.12 (A: 18.1.1)  
7.42.13 (A: 18.2)  
7.42.14 (A: 18.3)  
7.42.15 (A: 18.4)  
7.42.16 (M: 7.43.17)  
7.42.17 (M: 7.43.18)  
7.43.10 (A: 18.5)  
7.43.20 (A: 18.6)  
7.43.21 (A: 18.7)  
7.44.10 (A: 16.1)  
7.45.10 (A: 17.2)  
7.46.10 (M: 7.44.10)  
7.47.10 (M: 7.45.10)  
7.48.10 (M: 7.46.10)  
7.48.11 (M: 7.46.11)  
7.49.10 (A: 22.1)  
7.49.11 (A: 22.1A)  
7.49.12 (A: 22.1B)  
7.49.13 (A: 22.1C)  
7.49.14 (A: 22.1D)  
7.49.15 (A: 22.1E)  
7.49.16 (A: 22.1F)  
7.50.10 (M: 7.50.10 - 7.53.12)  
7.51.10 (M: 7.53.13)  
7.54.10 deleted  
7.56.10 deleted  
7.60.16 (A: 20.2)  
7.60.17 (A: 20.2.1)

7.60.18 (M: 7.60.17)  
7.61.10 (A: 20.1A)  
7.61.11 (A: 20.1B)  
7.61.12 (A: 20.1C)  
7.61.13 (A: 20.101)  
7.61.14 (A: 20.102)  
7.61.15 (A: 20.103)  
7.61.16 (A: 20.104)  
7.61.17 (A: 20.105)  
7.61.18 (A: 20.106)  
7.61.19 (A: 20.107)  
7.61.20 (A: 20.108)  
7.61.21 (A: 20.109)  
7.61.22 (A: 20.1010)  
7.61.30 (A: 20.1E)  
7.61.31 (A: 20.1E2)  
7.61.32 (A: 20.1E3a)  
7.61.33 (A: 20.1E3b)  
7.61.34 (A: 20.1E3c)  
7.61.35 (A: 20.1E3d)  
7.61.36 (A: 20.1E3e)  
7.63.10-12 (A: 20.3)  
7.63.13 (A: 20.3.1)  
7.63.14 (M: 7.63.15)  
7.64.10 (A: 20.5)  
7.65.10 (A: 20.9)  
7.65.20 (A: 20.10)  
7.66.10 (M: 7.64.10)  
7.67.10 (M: 7.65.10)  
7.67.11 (M: 7.65.11)  
7.67.12 (M: 7.65.12)  
7.67.13 (M: 7.65.13)  
7.67.14 (A: 20.7.1)  
7.67.15 (A: 20.8)  
7.67.16 (M: 7.65.15)  
7.69.10 (New section)  
7.70.10 (M: 7.70.10)

Chapter 10

10.20.11 (M: 10.20.11)

Appendix H

H. 1 (A: A.1)  
H. 2 (A: A.2)  
H. 3 (A: A.3)  
H. 4 (A: A.4)  
H. 5 (A: 15.5)  
H. 6 (A: 8.1)  
H. 7 (A: 8.2)  
H. 8 (A: 8.3)  
H. 9 (A: 8.4)  
H. 10 (A: 15.6)  
H. 11 (A: 13.1 and 13.1.1)  
H. 12 (A: 13.2 and 13.2.1)  
H. 13 (A: 13.3 and 13.3.1)  
H. 14 (A: 13.4 and 13.4.1)  
H. 15 (A: 13.5)  
H. 16 (A: 13.6)  
H. 17 (A: 13.7)  
H. 18 (A: 13.8)

Appendix I

I.1 (A: 23.1)  
I.2 (A: 23.2)  
I.3 (A: 23.3)  
I.4 (A: 23.4)