

## Appendix 2

### FY 2010, 2011 and 2012 Distribution of 0.5%

#### Longevity Shares

Half of the 0.5% pools available on July 1, 2009 and July 1, 2010 and all of the pool available on July 1, 2011 will be distributed via "longevity shares." This will parallel the distribution of the 0.3% pool available in the 2007-2008 agreement.

Shares will be in 5-year increments, however, not the 10-year increments used in the 2007-2008 agreement. That is, full-time members with fewer than five years of state college service as of July 1, 2009 will receive one share. Full-time members with at least five, but fewer than ten, years of state college service as of July 1, 2009 will receive two shares, etc.

The value of a share will be computed by taking 0.25% of the unit payroll on April 1, 2009 and dividing this amount by the total number of shares for the full-time unit as of July 1, 2009; the total number of shares will be based on service as of July 1, 2009.

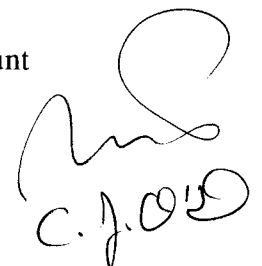
The process will be repeated on July 1, 2010. Shares will be computed based on the unit payroll on April 1, 2010; the total number of shares computed based service as of July 1, 2010.

For example, if a full-time member had 14 years of service as of July 1, 2009 and, therefore, was entitled to three shares, then on July 1, 2010 he/she would have 15 years of service (assuming he/she took no unpaid leaves of absence in AY 2009-2010) and would be entitled to four shares.

A similar process will be repeated again on July 1, 2011, but the pool may not necessarily be 0.25%. The computation of the size of the pool is complicated, but we give an example here.

#### Hypothetical Distribution in FY 2012

1. First calculate the minimum pool for post-tenure review increases:
  - a) Assuming there are 1000 tenured members system-wide on April 1, 2011, we compute 25% of the 1000 giving us 250 members. This is the basis for proration.
  - b) If 75 members apply for PTR system-wide on April 1, 2011, then the minimum expenditure for PTR would be  $(75/250) \times 0.5\%$  of the *full-time unit* payroll, i.e., 0.15% of the *full-time unit* payroll.
2. The pool for longevity shares would be 0.5% of *unit* payroll less the amount constituting 0.15% of *full-time unit* payroll.



## Appendix 3

### FY 2010 and 2011 Distribution of 0.5%

#### Formulary Method

Half of the 0.5% unit payroll pools available on July 1, 2009 and July 1, 2010 will be distributed by comparing a member's PTR-adjusted salary to a salary that results from a formula. The formula is based on a recommendation by the Joint Committee on the Study of Salaries in 2006.

In order to determine if an increase is warranted, a member's salary on June 30, 2009, *before any increases are applied*, will be reduced by the same percentage as the percentage the member received under post-tenure review, Alternative One, if any. This will be called the PTR-adjusted salary. **The member's actual salary will not be reduced**; the reduction is just used to determine if an adjustment is warranted.

If a member's PTR-adjusted salary is greater than or equal to the formula salary, then that member will receive no additional increase (beyond the longevity increase described in Appendix 2). If a member's PTR-adjusted salary is less than the formula salary, then that member will receive a portion of the difference between their PTR-adjusted salary and the formula salary.

The percentage of the difference the member will receive will be the same as the percentage that the 0.25% unit payroll pool is when compared to the total of all salary differences for the unit.

For example, if the 0.25% unit payroll pool is equal to \$300,000 and the sum of all salary differences is equal to \$6,000,000, then the Pool Ratio will be  $\$300,000/\$6,000,000 = 0.050$ .

Hence, if a member had a PTR-adjusted salary of \$70,000 and a formula salary of \$74,000, the \$4,000 difference would be multiplied by the Pool Ratio of 0.050 and that member would receive an increase of \$200. The formula that will be used is:

#### Formula

Rank	Base	Rank	Terminal Degree	Per Year of FT <sup>1</sup> MSCA Unit Service
Professor/Senior Librarian	\$37,563	\$21,000	\$6,000	\$800
Assoc. Prof. /Librarian	\$37,563	\$13,000	\$6,000	\$600
Asst. Prof./Assoc. Librarian	\$37,563	\$2,772	\$6,000	\$400
Instructor/other library ranks	\$37,563	\$0	\$6,000	\$400

<sup>1</sup> Prorated for salaried part-time faculty.



## Appendix 3

### Example 1:

A faculty member holds the rank of Associate Professor, does not possess a terminal degree, has 26 years of full-time MSCA unit service on July 1, 2009, received a 6% salary increase under PTR, Alternative One and has a salary on June 30, 2009 of \$66,250. The difference is:

Base	\$37,573
Rank	\$13,000
Terminal Degree	\$0
State College Service	$\$600 \times 26 = \underline{\$15,600}$
Formula Salary	\$66,173

Salary on June 30, 2009	\$66,250
6% PTR roll-back	<u>- \$3,750</u>
PTR-adjusted Salary	\$62,500

Difference             $\$66,173 - \$62,500 = \$3,673$  (then multiplied by the Pool Ratio)

### Example 2:

A librarian holds the rank of Senior Librarian, possesses a terminal degree, has 27.25 years of full-time MSCA unit service on July 1, 2009, received a 3% salary increase under PTR, Alternative One and has a salary on June 30, 2009 of \$78,000. The difference is:

Base	\$37,573
Rank	\$21,000
Terminal Degree	\$6,000
State College Service	$\$800 \times 27.25 = \underline{\$21,800}$
Formula Salary	\$86,373

Current Salary	\$78,000
3% PTR roll-back	<u>- \$2,272</u>
PTR-adjusted Salary	\$75,728

Difference             $\$86,373 - \$75,728 = \$10,645$  (then multiplied by the Pool Ratio)



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## Appendix 4

### Section A(5)(a) – page 213 (New subsection iv.)

#### iv. Absences during Required Sea Terms

##### (A) General

Upon ratification of the Agreement, members of the Professional Maritime Faculty who are on Blue-Gold status shall be given forty-five (45) days to opt out of Blue-Gold. Such notification shall be made in writing and submitted to the President.

If a member of the Professional Maritime Faculty does not opt out of Blue-Gold, then the balance of his or her Blue-Gold commitment shall remain in effect. Members not opting out of Blue-Gold shall be subject to the provisions of this subsection iv as of the date of the ratification of the Agreement.

If a member of the Professional Maritime Faculty opts out of Blue-Gold, then his or her commitments under Blue-Gold shall cease effective the date notice is given to the President. The member opting out of Blue-Gold shall have his or her salary reduced by 13% on the following date:

##### (1) For Professional Maritime Faculty hired prior to July 1, 2000:

On December 31<sup>st</sup> of the year that is twice the number of years later than the number of obligatory Sea Terms the member should have participated on since the inception of Blue-Gold, or July 1, 2009, whichever is later (see Appendix 5).

##### (2) For Professional Maritime Faculty hired on or after July 1, 2000:

The anniversary of their date of hire into a tenure-track position, the number of years later being twice the number of obligatory Sea Terms the member should have participated on since the member was hired into a tenure-track position, or July 1, 2009, whichever is later (see Appendix 5).

##### (B) Absence during Sea Term

Any member of the Professional Maritime Faculty who, while on Blue-Gold status, fails for any reason to participate in the whole or any portion of a Sea Term in which he or she is otherwise obligated to participate shall participate in the whole or corresponding portion of a substitute Sea Term.

##### (1) Leaves (not at the Discretion of the President)

##### (a) Substitute Sea Term

In the event that a member of the Professional Maritime Faculty is absent from the whole or any portion of a Sea Term by virtue of taking a leave to which he or she is entitled by law or by the terms of this Agreement, he or

## Appendix 4

she shall be required to complete the whole or corresponding portion of a substitute Sea Term as soon as practicable.

(b) Sick Leave

In the event that a member of the Professional Maritime Faculty on Blue-Gold status uses paid sick leave for the whole or any portion of a Sea Term in which he or she is otherwise obligated to participate, he or she shall be charged sick leave pursuant to Article IV, §A(1)(a) or (b), as applicable. The amount of any sick leave so charged shall be restored (to the faculty member or the sick leave bank, as applicable) when he or she has completed his or her participation in a substitute Sea Term in accordance with clause (1) or (2), as applicable, or has refunded moneys to the Commonwealth pursuant to clause (C).

(2) Deferrals (at the Discretion of the President)

A member of the Professional Maritime Faculty on Blue-Gold status may make to the President a written request to defer his or her participation in the whole or any portion of a Sea Term in which he or she is otherwise obligated to participate. The President may grant such request at his or her sole discretion. If the request is granted, the member of the Professional Maritime Faculty granted the deferral shall not be required to use any paid or unpaid leave, but shall participate in the whole or corresponding portion of a substitute Sea Term in the year or, alternatively, within the period of years fixed by the President at the time the request is granted. Unless such deferral is granted during either of the final two years of a faculty member's Blue-Gold status, participation in the whole or corresponding portion of a substitute Sea Term shall be scheduled during the then-current period of such status.

(C) Compensation Reduction

Whenever a member of the Professional Maritime Faculty shall have failed for any reason to participate in the whole or corresponding portion of a substitute Sea Term in the manner required by clause (B), he or she shall refund to the Commonwealth a sum equal to twenty-six percent (26%) of his or her annual salary as of the date of the absence from the Sea Term, prorated according to the amount of the Sea Term that was missed. This amount shall be further prorated based on the individual's Blue-Gold cycle as illustrated in clause (D). If the faculty member shall have ceased for any reason to be a member of the Professional Maritime Faculty before he or she shall have refunded to the Commonwealth the whole of the sum described above, the Commonwealth shall be entitled, by set-off or otherwise, to recover such sum or any unpaid balance thereof.

(D) Blue-Gold Cycle

The following are meant to be illustrative rather than exhaustive examples of how clause (C) is to be interpreted.

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Example 1: A member of the Professional Maritime Faculty is hired on September 1, 2009 with a salary of \$60,000 and is assigned to Blue (i.e., obligatory participation on the Sea Term in odd-numbered years). His or her first Sea Term obligation is in 2011, but he or she resigns after the end of his or her first academic year. Twenty-six percent (26%) of \$60,000 is \$15,600, however, this amount is prorated by fifty percent (50%) since the Blue-Gold obligation runs on a two-year cycle and the member was employed only fifty percent (50%) of that two-year cycle. Hence, the amount owed to the Commonwealth is \$7,800.

Example 2: A member of the Professional Maritime Faculty is hired on September 1, 2009 with a salary of \$60,000 and is assigned to Gold (i.e., obligatory participation on the Sea Term in even-numbered years). His or her first Sea Term obligation is in 2010. The member misses thirteen (13) days of the fifty-two (52) day Sea Term in 2010. The member resigns after the end of his or her first academic year. Twenty-six percent (26%) of \$60,000 is \$15,600, however, this amount is prorated by 50% to \$7,800 since the Blue-Gold obligation runs on a two-year cycle and the member was employed only 50% of that two-year cycle. However, this amount is further prorated by twenty-five percent (25%) since the member only missed twenty-five percent (25%) of the obligatory Sea Term. Hence, the amount owed to the Commonwealth is \$1,950.

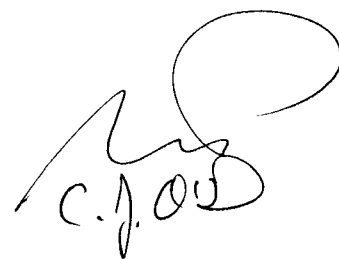
Example 3: A member of the Professional Maritime Faculty is hired on March 1, 2010 and is assigned to Blue (i.e., obligatory participation on the Sea Term in odd-numbered years). The member's first Sea Term obligation is in 2011. In 2011 the member requests and is granted a deferral until the end of the 2016 Sea Term. The member makes his or her obligatory Sea Terms in 2013 and 2015, but then resigns at the end of the 2014-2015 academic year, never having made up the Sea Term deferred from 2011. The member's salary during the 2014 Sea Term was \$75,000 and the member's salary when he or she resigned was \$80,000.

The member was employed for five and one-half (5½) years and made two of the three obligatory Sea Terms. The last opportunity to participate in a substitute Sea Term was in 2014, so the salary used to compute the amount owed to the Commonwealth is \$75,000, not \$80,000. Twenty-six percent (26%) of \$75,000 is \$19,500. However, the Blue-Gold obligation runs on a two-year cycle and the member fulfilled two of the two-year cycles. The member was only employed seventy-five percent (75%) of the two-year cycle for the substitute Sea Term, hence the \$19,500 is prorated by seventy-five (75%) to \$14,625.

## Appendix 5

<b>Last</b>	<b>First</b>	<b>DOH</b>	<b>First Sea Term</b>	<b>No. of Scheduled Sea Terms (as of 07/01/2009)</b>	<b>Date of Salary Reduction</b>
Aldrich	Arthur	06/06/1974	2001	5	12/31/2010
Benway	George	09/01/2005	2007	2	08/31/2009
Brady	Timothy	03/04/2001	2003	4	07/01/2009
Dalton	Craig	03/04/2001	2002	4	07/01/2009
Eident	William	03/01/1981	2001	5	12/31/2010
Fitzpatrick	James	09/02/1997	2002	4	07/01/2009
Ford	Robert	09/01/2006	2007	2	08/31/2010
Gill	Roger	03/01/2009	2010	0	07/01/2009
Gillis	Alan	09/01/2001	2002	4	08/31/2009
Haynes	William	06/21/1981	2002	4	07/01/2009
Hibbert	Todd	08/19/2007	2009	1	08/18/2009
Letourneau	Linda	03/04/2001	2002	4	07/01/2009
Mackey	David	08/30/1992	2002	4	07/01/2009
Mahoney	David	02/05/2004	2005	3	02/04/2010
McGourthy	Patrick	09/01/2006	2007	2	08/31/2010
McMurray	Robert	05/05/1974	2002	4	07/01/2009
Modic	Patrick	06/20/1982	2002	4	07/01/2009
Murphy	Joseph	05/12/1985	2002	4	07/01/2009
Murray	Frank	09/01/2005	2006	2	08/31/2009
Quinn	James	03/04/2001	2002	4	07/01/2009
Stanton	Thomas	05/12/1985	2001	5	12/31/2010

Salary reductions will take effect prior to any salary increases scheduled for the date of the reduction.



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## Appendix 6

### Sabbatical Leaves

#### 1. Amendments to Section B

Upon the effective date of the new agreement, Section B shall be amended by deleting its first paragraph and inserting in its place the following paragraph:

“The provisions of this Article shall apply to all full-time tenured and tenure-track faculty members and librarians; provided that such employees have served at one or another of the State Colleges for at least seven (7) years, exclusive of the periods of any unpaid leaves of absence, after entering any such service and since the termination of their last such leave. For purposes of determining the eligibility for sabbatical leave of any member of the bargaining unit, the number of years of such member’s service shall be computed by counting

- his or her semesters of service so that every two such semesters shall be deemed to constitute one year of such service; and
- so many consecutive semesters of service as a temporary full-time member of the bargaining unit as immediately precede a tenure-track appointment.”

Upon repeal or amendment of Chapter 73, §4A, of the General Laws to permit its implementation, Section B shall be amended by deleting its first paragraph and inserting in its place the following paragraph:

“The provisions of this Article shall apply to all full-time tenured and tenure-track faculty members and librarians; provided that such employees have served at one or another of the State Colleges for at least six (6) years, exclusive of the periods of any unpaid leaves of absence, after entering into such service and since the termination of their last such leave. For purposes of determining the eligibility for sabbatical leave of any member of the bargaining unit, the number of years of such member’s service shall be computed by counting

- his or her semesters of service so that every two such semesters shall be deemed to constitute one year of such service; and
- so many consecutive semesters of service as a temporary full-time member of the bargaining unit as immediately precede a tenure-track appointment.”

#### 2. Amendment to Section E

Strike “approval,” in the first line of the second paragraph.

#### 3. Amendments to Section F



## Appendix 6

With effect for sabbaticals for which application was made during the 2008-2009 academic year and thereafter, Section F is amended so that it reads in its entirety as follows:

“This Section F shall be of application only to sabbatical leaves the purposes for which (being study and research) the College has approved.

“Whenever,

- (a) for lack of the availability of moneys to be used in the manner described in the second paragraph of the preceding Section E, the College requires a unit member, or
- (b) because at the request of the College for some professional purpose or obligation (e.g., to assist with accreditation), a unit member agrees, or
- (c) because of compelling reasons that make it impracticable for a unit member to carry out the purposes of his or her sabbatical leave, the College permits the unit member,

to defer his/her sabbatical leave for one or more academic semesters, the unit member shall have the right to take the sabbatical leave without reapplying, provided that the purpose of the sabbatical leave can be accomplished after the deferral period or the sabbatical proposal is modified in a manner mutually agreeable to the unit member and the college president. No sabbatical leave shall be deferred hereunder for more than six (6) semesters commencing with the first academic semester during which such sabbatical leave would otherwise have been taken.”

Upon repeal or amendment of Chapter 73, §4A of the General Laws to allow its implementation, the following shall be added to the end of Section F:

“The unit member’s eligibility for the next sabbatical leave after the deferred sabbatical leave shall be calculated under the preceding Section B as if the deferred sabbatical leave had been taken during the semester or semesters in which it would have been taken had it not been deferred.”

#### 4. Further Amendments

The parties recognize that Sections D and E may require additional revision in light of the foregoing amendments.