

## **ARTICLE 10 COMPENSATION**

### Section 1.

A. The salary and the duties and responsibilities for each COACH who has a Contract of Employment as of the effective date of this Agreement shall not change during the Contract of Employment, unless otherwise provided herein.

B. The salary to be paid each COACH, the sport or sports at the UNIVERSITY for which the COACH will be responsible, and his/her duties and responsibilities will be determined by individual negotiations between the UNIVERSITY President, or his/her designee, and the COACH at the time of appointment or as duties and responsibilities change.

C. Maximum salaries that were set by the 2002-2004 Agreement are eliminated, and the grievances concerning application of maximum salaries are resolved as per the settlement letter set out in Appendix G.

### Section 2. Fiscal Year 2005-06

#### A. Effective July 1, 2005

1. The minimum salary for a full-time head COACH shall be \$32,500.
2. The minimum salary for a full-time assistant COACH shall be \$27,500.
3. The salary for each full-time head and assistant COACH whose salary is below the minimum salary provided for in A.1. and A.2. above shall be increased to the appropriate listed minimum.
4. The minimum salary for part-time head and assistant COACHES, regardless of the sport that he/she coaches, shall be a percentage of \$25,000 for head COACHES and \$20,000 for assistant COACHES. The workload percentage assigned to a part-time COACH shall be utilized to calculate the minimum salary for a part-time COACH. For example, the minimum salary for a part-time assistant COACH who is assigned a twenty-five percent (25%) workload shall be twenty-five percent (25%) of \$20,000, or \$5,000.
5. All COACHES shall receive a general pay increase of three (3%) percent.

6. The maximum salaries for the full-time head and full-time assistant COACHES who are covered by the settlement letter in Appendix G and the increases to the minimum salaries for full-time head and full-time assistant COACHES as provided for in subsection 2.A.1 and 2.A.2 above shall be implemented prior to adjusting the base salaries by three (3%) percent.

B. Effective with the first full pay period in August 2005

1. Each University shall establish a merit pool of two and one-half percent (2.5%) percent of the cumulative value of each COACH'S salary at his/her UNIVERSITY as of the start of the fall 2005 semester.

2. Each COACH with at least one (1) year of service at his/her UNIVERSITY as of the start of the fall 2005 semester shall receive a salary increase based on his/her performance level as noted below:

<b>Performance Level</b>	<b>Salary Increase</b>
Significantly Exceeds Expectations	2.5%
Above Expectations	2.0%
At Expectations	1.5%
Below Expectations	No Increase
Unsatisfactory	No Increase

3. The total cost of the merit pay adjustments as provided for in subsection 2 above shall be calculated after the merit increases are awarded. If the total cost of the merit increases is less than the total value of the merit pool as provided for in subsection 1, the residual amount shall be divided by the number of COACHES at the UNIVERSITY with a performance rating of "At Expectations" or above. The result of this calculation then shall be added to the base salary of each COACH with a performance rating of "At Expectations" or above, retroactive to the first full pay period in August 2005.

4. Each COACH shall be evaluated utilizing the evaluation procedure set forth in Article 23 and the Performance Review and Evaluation Document provided for in Appendix E.

C. Each Regular full-time and Regular part-time COACH on the payroll as of the date the collective bargaining agreement is signed who has ten (10) or more years of consecutive service with the State System shall receive a one-time cash payment equal to \$50 for each year of consecutive, full-time service with the State System. Such payments shall be made within three (3) full pay periods after the collective bargaining agreement is ratified by both parties.

D. A Regular part-time COACH must have completed 10 or more full consecutive

Contracts of Employment as of the date the collective bargaining agreement is signed in order to be eligible for the one-time cash payment provided for in subsection C. above.

Section 3. Fiscal Year 2006 - 2007

A. Effective July 1, 2006

All COACHES shall receive a general pay increase of three percent (3%).

B. Effective with the first full pay period in August 2006

1. Each University shall establish a merit pool of two and one-half percent (2.5%) percent of the cumulative value of each COACH'S salary at his/her UNIVERSITY as of the start of the fall 2006 semester.

2. Each COACH with at least one (1) year of service at his/her UNIVERSITY as of the start of the fall 2006 semester shall receive a salary increase based on his/her performance level as noted below:

<b>Performance Level</b>	<b>Salary Increase</b>
Significantly Exceeds Expectations	2.5%
Above Expectations	2.0%
At Expectations	1.5%
Below Expectations	No Increase
Unsatisfactory	No Increase

3. The total cost of the merit pay adjustments as provided for in subsection 2 above shall be calculated after the merit increases are awarded. If the total cost of the merit increases is less than the total value of the merit pool as provided for in subsection 1, the residual amount shall be divided by the number of COACHES at the UNIVERSITY with a performance rating of "At Expectations" or above. The result of this calculation then shall be added to the base salary of each COACH with a performance rating of "At Expectations" or above, retroactive to the first full pay period in August 2006.

4. Each COACH shall be evaluated utilizing the evaluation procedure set forth in Article 23 and the Performance Review and Evaluation Document provided for in Appendix E.

C. Effective January 1, 2007

The minimum salary for a full-time head COACH shall be increased from \$32,500.00 to \$35,000.00 and the minimum salary for a full-time assistant COACH shall be increased from \$27,500.00 to \$30,000.00.

Section 4. A President or his/her designee may increase the base salary of a COACH or provide a cash payment based on an assessment of exceptional performance. Any such increase or cash payment shall be in addition to the salary increases provided for in this Article, and no monies allocated to the merit pool(s) provided for herein shall be used to fund any exceptional increase provided for in this Section. Decisions to award or not award such increases or cash payments shall not be subject to review through the grievance and arbitration procedure. The President or his/her designee shall provide local APSCUF with written notice of any such increases or cash payments and the reasons therefore at least one (1) week in advance of the effective date.

Section 5. In addition to the salary adjustments provided for in this Article, a President or his/her designee may, at his/her sole discretion, authorize an additional salary adjustment in order to meet pay equity requirements. Any such salary adjustment shall be in addition to the salary increases provided for in this Article.

Section 6. Salary adjustment decisions shall not be reviewable in any manner through the grievance and arbitration procedure.