



**California Faculty Association**  
**Coaches'**  
**Handbook**

**2014-2017**  
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# WELCOME

Welcome to the Coaches' Handbook.

The Coaches' Handbook is provided as a tool for you to become aware of your rights under the current agreement. This handbook does not contain the entire Collective Bargaining Agreement (CBA, i.e. the contract) between the CFA and the CSU but it does reference relevant provisions in order to offer authoritative information about a wide variety of situations a coach may encounter working for the CSU.

Many of the issues and maybe the majority of the issues that occur throughout the contract period are a result of administrators and coaches not being aware of what the contract says. The Coaches' Handbook is a guide to help all of us work together in a professional environment and help each other.

Previous to the adoption of the current contract, the CFA Coaches' Caucus held telephone conference calls and had an opportunity to present our unique issues to the CFA Bargaining Team. The Bargaining Team understood and represented our concerns well. But this was just the beginning. We need to continue to be united and vocal in making our unique position understood and in encouraging each other to be supportive. As coaches our situations are more similar than different.

The current agreement is a step in the right direction of acknowledging that many inequities exist in the structure of coaches' pay and work commitments. We must understand the current agreement to make the necessary recommendations for change moving forward.

I along with the CFA Coaches' Caucus would like to invite all of you to be involved in future conversations. CFA represents all of us and the more voices that are heard, the better our chances of continuing to move in a positive direction.

**Don Parnell**

CFA Coaches' Caucus • [coaches.caucus@calfac.org](mailto:coaches.caucus@calfac.org)

*Spring 2015*

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See the latest edition of the Coaches' Handbook and more:

[www.calfac.org/coach](http://www.calfac.org/coach)

# 1. Employment

## APPOINTMENT LETTER (Art. 12)

A coach's terms of employment are specified in the appointment letter. Appointments are made by the department or equivalent unit. For most coaches, the "department" means the Athletic Department. Included in the appointment letter are the beginning and ending dates of appointment, classification, time base, salary, assignment, and other conditions of employment.

It is important not to confuse the appointment letter with the contract. The appointment letter states terms specific to the individual coach. The contract or collective bargaining agreement (CBA) is the master agreement for all bargaining unit members statewide. It is important to read the contract and in particular the articles that most impact coaches, Articles 12 (Appointment) and 15 (Evaluation).

For an overview of provisions that are particularly relevant to coaches see the Quick Guide in Appendix A of this handbook.

## PERSONNEL FILES (Art. 11)

Your personnel file, officially called the Personnel Action File (PAF), contains the documentation on which decisions regarding your reappointment must be based, including the original copies of all of your periodic evaluations. The PAF is kept in the office of a designated custodian of the files, such as Academic or Faculty Affairs. You have the right to see and review this official file, and to add materials. The university administration must base any personnel actions taken with respect to you only on your official file.

You must be given a copy of any item at least five days before it is placed in your file. You have the right to respond in writing to any material placed in your personnel file as well as to request a meeting. Your rebuttal or explanation will be included in your file.

It is recommended that you periodically review your file (at least once a year) so that you are familiar with its content. Your PAF is only available to you, your athletic director, and to designated administrators. You may also authorize your CFA representative to review your file. The file is not made available to anyone outside the university (e.g., to another university or employer to which you are applying for a job).

## EVALUATION (Art. 15)

Through collective bargaining, coaches have won the important right to periodic evaluations of their work. This right plays a critical role in other areas of importance to coaches, particularly "careful consideration" for reappointment.

### **Do you know where your Personnel Action File is and do you know what's in it?**

Evaluation criteria and procedures must be made available to you no later than 14 days after the first day of the academic term. Any changes in evaluation criteria or procedures made prior to commencement of an evaluation must be provided to you in advance. The criteria and procedures may not be changed once the evaluation process begins. If you have not received this information, you should request it from the Athletic Department.

Coaches appointed for two or more semesters or three or more quarters must receive a periodic evaluation that includes an opportunity for peer input and evaluation by appropriate administrators.

Coaches appointed for one semester or two quarters or less shall be evaluated at the discretion of the appropriate administrator or department. The coach may request that an evaluation be performed.

### **Evaluation criteria and procedures must be made available to you in writing.**

Since reappointment decisions are based solely on the content of your personnel file, it is important that you make sure you are evaluated. You may ask colleagues outside the formal evaluation process to observe your performance and provide written comments to add to your file. It is important to make sure any comments by your colleagues, as well as the formal evaluation itself, are placed in your PAF. Failure to do so may negatively impact your future employment.

Each stage of the evaluation process should result in a written recommendation which is incorporated into your

personnel file and of which you receive a copy. You have the right to request a meeting or submit a written response within ten (10) days following receipt of the recommendation.

Student evaluation programs for coaches may be developed at the campus level. If such a program is established, the evaluation process shall be developed by a committee comprised of faculty and appropriate administrators. See 15.18.

## **REAPPOINTMENT AND CAREFUL CONSIDERATION (Arts. 11, 12, 15)**

All coach appointments are temporary. However, under the contract articles on Personnel Files (11), Appointment (12) and Evaluation (15), coaches have important rights with respect to reemployment.

Under Article 12.7, a department has the contractual obligation to give “careful consideration” to all coaches who apply for subsequent employment. Over the years, CFA has won a number of important cases in this area, giving increased specificity to the relevant contract provisions.

At a minimum, careful consideration means that the department must carefully review the information in your personnel file, including student and peer evaluations, as well as your application, when considering you for reappointment. This review should go beyond mere formality, and the decision should not be capricious or arbitrary.

Because not all campus administrators have a full awareness of their obligations with respect to reappointment of coaches, it is important for you to take a proactive approach. If you are told that you will be reappointed, confirm that in writing and request a subsequent appointment letter. In some cases, you may need to apply for reappointment. Be sure to find out the applicable policies and procedures and keep to any timelines.

## **APPOINTMENTS (Art. 12)**

Coaches may receive full-time (1.0 or 100% time base) annual or multi-year conditional or unconditional appointments. If unconditional, the department must make the work available for the year(s) of the appointment.

A coach who has completed an academic year of part-time work (two semesters or three quarters) will receive, if reappointed the following fall, a one-year appointment at

the previous year’s or higher time base. The previous year’s time base is referred to as “entitlement time base.”

Part-time coaches can accrue additional work up to and including a 1.0 time base.

**If you feel your rights have been violated with respect to appointment and evaluation, seek assistance from your campus CFA representative as soon as possible.**

The department must offer available work to qualified coaches with one-year or multiyear appointments and other incumbent coaches before it can hire any new coaches. For the full description of the Preference for Available Temporary Work, see Appointment Article 12.29.

## **ADDITIONAL EMPLOYMENT**

You may accept additional campus-based work outside of your regular coaching job. Before taking on additional campus-based work that is not part of your normal appointment, including camps, be sure you understand how you will be paid, and whether it will be through a CSU Auxiliary such as a foundation or by an outside business. Should you have any questions or concerns regarding compensation for additional work, contact your campus CFA representative.

A 10-month or academic year coach shall not be required to perform duties outside of their work year. Coaches must be compensated for all work assigned, including work in excess of full time.

**The complete CSU-CFA contract is on the CFA website at:**

**[www.calfac.org/contract](http://www.calfac.org/contract)**

**This is where articles mentioned in this handbook can be found.**

## 2. Salary

### APPOINTMENT ON THE SALARY SCALE

All coaches are appointed at a particular point on the salary scale within a particular classification (Coaching Assistant, Coaching Specialist, Coach, or Head Coach), each of which can be Academic Year (AY), 10-month, or 12-month.

See Appendix B of this handbook for the coach salary schedules. These give the monthly and annual salaries for full-time equivalent appointments.

Upon a coach's initial appointment, the university determines the level of salary it will offer. This amount is negotiable, though many coaches do not engage in salary negotiations at the time of initial appointment. Head Coaches by title often are not hired into the Head Coach classification. If possible, make sure that if you are a Head Coach you get classified as one.

A coach appointed in consecutive academic years to a similar assignment must have the same or higher salary placement as the previous appointment (Article 12.9). A request or application for a salary increase would normally be made at the time of reappointment. Consult with your department to determine what procedures, if any, exist. Even if none exist, if you have the support of your department, you can still apply, making a case for why a salary increase is warranted. Under new provision 12.30, coaches may also request a classification review at any time during the appointment. See the Classification section below.

Each academic year salary is paid in twelve equal monthly installments to allow for year-round benefits for coaches who are benefits-eligible.

### 2014-2017 SALARY OVERVIEW

Salary increases bargained for Year 1 of the current contract include a General Salary Increase (GSI) and a Salary Recovery Adjustment (SRA). (See the Definitions in the section below.) "Re-opener" negotiations begin in May 2015 on the raises that will apply to Years 2 and 3 of the contract.

All faculty including coaches received a 1.6% GSI retroactive to July 1, 2014.

All coaches with six or more consecutive years of service at a campus in the same classification and whose base salary as of July 1, 2014 was below the Service Salary Increase (SSI) maximum received a 3% base salary increase, effective July 1, 2014, although the increase could not result in a salary above the SSI max.

Coaches may also be eligible for Campus-Based Equity Increases, increases that campus Presidents may issue after consultation with the campus CFA chapter.

### DEFINITIONS OF TERMS

**GSI** = General Salary Increase. All Unit 3 employees, including coaches, receive any bargained GSIs.

**SSI** = Service Salary Increase. Eligible bargaining unit members receive SSIs (raises of 2.65%) when bargained. Only one SSI can be awarded per year. Note: You cannot be above the SSI max and receive SSIs unless you received FMIs, in which case your salary will be adjusted and then compared to the SSI max. For more information on SSIs and FMIs, contact your campus CFA Representative.

**SRA** = Salary Recovery Adjustment. This refers to a maximum 3% salary increase awarded in AY 14-15 to all coaches with six or more consecutive years of service at a campus in the same classification (and all Lecturers with three-year appointments and all tenure-line faculty) whose full-time base salaries are below the SSI maximum for their range. As with the GSI awarded for year 1 of this CBA, the SRA will be retroactive to July 1, 2014.

**FMI** = Faculty Merit Increase. FMIs were awarded in 1998, 1999 & 2000. Those who received an FMI award will need to adjust their salary before comparing their salary to the SSI max for their classification.



## CLASSIFICATION

All coaches are appointed within a particular classification (Coaching Assistant, Coaching Specialist, Coach, or Head Coach), each with its own salary minimum, SSI maximum, and salary maximum. Note that head coaches who supervise two or more full-time assistants are excluded from the bargaining unit; they are administrators in an MPP (Management Personnel Program) classification.

Many coaches find that their salary classification does not match their job title. An assistant coach, for example, may be in a Coaching Specialist salary classification, or a Head Coach may be in a salary classification other than Head Coach.

If you feel you should be in a higher classification, for example, because your classification does not match your title or because you are at or above the SSI maximum for your classification, you can request or apply for reappointment with reclassification, consistent with Article 12.9 of the CBA.

Under new provision 12.30, coaches may request a classification review at any time during the appointment. Review criteria shall be based on the applicable classification standards. Procedures for classification review shall be determined by the President. The coach shall be notified in writing of the decision. If the coach is granted a higher classification, the coach shall receive compensation at the higher rate retroactive to the first day of the pay period immediately following the submission of the classification request. Decisions shall not be subject to the grievance procedure, but CFA may submit appeals of decisions for final and binding adjudication to a third-party neutral selected by the parties. In accordance with a memorandum of understanding agreed to by the parties after ratification of the contract, the period between the submission of the classification request and written notification of the decision shall not exceed 180 days. CSU agreed to develop classification standards by June 30, 2015 and meet and confer with CFA over the standards.

## WORKLOAD (Art. 20)

According to Article 20.29, "The work hours of a full-time coaching employee shall be an average of forty (40) hours in a seven (7) day period. This provision shall apply pro rata to a less than full-time coaching employee."

If you are working 40 hours a week, then you should be appointed as full-time with a 1.0 time base, rather than part-time with a less than 1.0 timebase. Working full-time while only being paid for part-time reduces not only your income, it also reduces your service credit toward retirement (see Section 3 of this handbook). Your appointment letter should denote whether your time base is full-time (1.0) or part-time (less than 1.0). Coaches must be compensated for all work assigned, including work in excess of full time.

Additionally, unless you have a 12-month appointment, you are not being paid to work the entire calendar year. If you are on an academic year (AY) or 10-month appointment but are being required to work through the summer, you should be appointed as a 12-month employee. A 10-month or academic year coach shall not be required to perform duties outside of their work year. See Article 20.26.

Other assigned work, such as running a camp, is only acceptable if it is during the term of your appointment or if you are receiving additional compensation for it. Your appointment letter should denote whether you are on a 12-month appointment, 10-month appointment, or Academic Year (AY) appointment.

CFA is concerned with increases to workload and is addressing this issue statewide on behalf of all bargaining unit members. If you have questions regarding your workload expectations, compared with what is required per your appointment letter and the collective bargaining agreement, contact your CFA representative.



# 3. Benefits

**C**oaches in an academic year classification who are appointed at a minimum 0.4 time base for at least one semester or two consecutive quarters are eligible to receive benefits. These are provided through the California Public Employees' Retirement System (CalPERS) for themselves and eligible spouse or domestic partner and children. This health benefits eligibility standard covers medical benefits, vision and dental care, life insurance, and disability insurance.

Through the FlexCash Plan, coaches who waive CSU benefits because they have other non-CSU coverage can receive an additional \$128 in compensation per month for waiving just medical benefits, \$12 for waiving dental, and \$140 for waiving both. There are also plans that allow coaches to pay eligible health care and child care costs on a pre-tax basis.

Caution: Eligible coaches are responsible for enrolling in benefits, and there are restrictions on when one may enroll. As soon as you get a qualifying appointment, check with your campus benefits office about enrollment periods and policies.

## CSU FEE WAIVER PROGRAM

Coaches with six consecutive years of service (where one year of service is considered one semester or two quarters in the bargaining unit on a single CSU campus during a single academic year) are eligible to waive certain fees each term at a CSU campus for a maximum of two courses or 6 units. This eligibility requirement is the same as that for lecturers. Coaches may use the fee waiver benefit to obtain an additional degree within the CSU or for other job-related or career development courses. A coach may also transfer the fee waiver benefit to a spouse, domestic partner, or child. (See Article 26 in the CBA.)

## RETIREMENT

Before making decisions about retirement issues, be sure to check with your campus human resources or benefits office, CalPERS at 888-CalPERS, and your local Social Security office. Through the CalPERS website, <http://www.calpers.ca.gov>, you can access your account, learn about your benefits, and use on-line tools to help plan your retirement.

Coaches in the CSU are enrolled in one of two mandatory retirement plans: Part-time, Seasonal, and Temporary Employees' Retirement Plan (PST) or California Public Employees' Retirement System (CalPERS).

If you are not eligible for CalPERS, you will be enrolled in the PST retirement plan. This plan is funded entirely by employee contributions, which equal 7.5% of your salary. If you later become eligible for CalPERS, you have the option of rolling over your PST contributions into one of the investments offered under the Savings Plus Plan. While a Coach is in the PST program, there is no Social Security contribution from either the employee or the employer.

Fortunately, many coaches are eligible to enroll in the CalPERS retirement plan, which has both employee and employer contributions. Employees who gained CalPERS membership prior to 1/15/11 contribute 5% of monthly pay in excess of \$513, while those gaining CalPERS membership after this date contribute 6% of their gross wages above \$513. CSU employees eligible for CalPERS also pay into the Social Security retirement system and thus contribute to their future Social Security benefits.

## CalPERS ELIGIBILITY

If you are already a CalPERS member from a previous job, including previous work on a CSU campus, you will be enrolled in CalPERS and the employer and employee contributions will start from the beginning of your employment.

If you are a coach employed at a minimum 0.5 time base per term, you will be enrolled in CalPERS and the employer and employee contributions will start with the third consecutive semester or fourth consecutive quarter. You can combine time base in more than one department and at more than one campus to reach the required 0.5

time base. Once in CalPERS, you will remain eligible no matter how your time base changes or if you have a break in employment.

Vesting in CalPERS (meaning you are eligible to retire) occurs after you have put in the equivalent of five (5) full-time years of service and are at least 50 years old or at least 52 years old if you gained CalPERS membership on 1/1/13 or later. Upon retirement, vested coaches are eligible for both a CalPERS pension and a social security pension. The CalPERS pension is determined by three factors: total full-time equivalent years of service, age, and the highest average annual full-time equivalent pay. For those who were CalPERS members prior to 1/15/11, highest average annual full-time equivalent pay is what your pay would be at 100% time base over any consecutive 12-month period. For those who became CalPERS members on or after 1/15/11, highest average annual full-time pay is what your pay would be at 100% time base over any 36-month period.

Retired annuitants (those retired from the CSU and receiving a CalPERS pension) also continue to receive both medical and dental benefits, as long as they were eligible for benefits when they retired and retired within 120 days of separating from the CSU. Retired annuitants may also return to work in the CSU but that employment may not exceed 960 hours or 50% of the previous time base during the last fiscal year prior to retirement, whichever is less, and they must wait at least 180 days following retirement to return to work.

CalPERS “Buy Back” allows you to “buy back” service credit for time worked at a CalPERS-contracting agency (CSU or elsewhere) if you cashed out your benefits when you left that prior employment. To do this, you must pay in only the employee contributions for that period of time, plus interest; the additional service credit will be added to your CalPERS account. The employer is then required to contribute its share of your service credit. You may also choose to buy service credit from time worked in the CSU before you qualified for CalPERS (called “service prior to membership”), but you must pay both the employee and employer contributions.

## **VOLUNTARY PRE-TAX RETIREMENT SAVINGS PLUS**

To supplement other retirement benefits, any faculty member can choose to participate in any or all of the available pre-tax savings plans: CSU 403(b) Tax Sheltered Annuity Plan, Savings Plus 401(k) Thrift Plan, and Savings Plus 457 Deferred Compensation Plan. These options are funded entirely by the employee’s contributions, but the taxes on the portion of the salary that is invested may be deferred.

## **UNEMPLOYMENT BENEFITS**

Most coaches are eligible to receive unemployment insurance (UI) benefits during breaks in employment, including summer.

To apply for unemployment benefits, go to the Employment Development Department (EDD) website at <http://www.edd.ca.gov> and follow the links, or call 800-300-5616.

For tips on applying and what to do if a claim is denied, consult the Unemployment Benefits sections of the CFA Lecturers’ Handbook and the most recent Unemployment Compensation Supplement at:

<http://www.calfac.org/lecturers>

It is highly recommended that you contact CFA for help with any unemployment denial appeals.

**Most coaches are eligible to receive  
unemployment insurance  
during summer break.**

## 4. Leaves

**B**argaining unit members in the CSU are eligible for various kinds of leaves, both paid and unpaid. See Articles 22, 23, 24 and 33 of the contract (*Leaves of Absence without Pay, Leaves of Absence with Pay, Sick Leave, Holidays*) for a complete listing of leaves provisions and remember to check for any provisions pertaining to pro-rating of time/compensation for part-time bargaining unit members.

### PAID LEAVE

#### Sick Leave (Art. 24)

All faculty unit employees accrue credit for paid sick leave. Full-time appointments earn 8 hours of sick leave per pay period (pay check). Part-time appointments earn a pro-rated fraction. Any unused sick leave is translated into additional CalPERS service credit upon retirement, which can sometimes add a year or more, thereby increasing one's lifetime monthly pension check. (See <http://www.calpers.ca.gov>)

If you are separated from CSU employment for more than 10 months, you lose accumulated sick leave. If you anticipate being rehired at any CSU campus the following year, notify the Human Resources Department at your primary campus informing it that you want to save your accumulated sick leave, and be sure to check back to verify that you've been credited with your previous accumulated sick leave.

#### Bereavement Leave (Art. 23)

Upon request to the campus president or appropriate administrator, five days of paid bereavement leave will be granted in the instance of a death in the immediate family. (Art. 23.3 defines the term "immediate family.") You may also use up to 40 hours of accrued sick leave in such an instance, if authorized by the president or appropriate administrator (Art. 24.12).

#### Parental Leave (Art. 23)

All bargaining unit employees are entitled to up to 30 days (six weeks) of paid parental leave. The leave must start within the period of time beginning 60 days prior to the anticipated arrival (birth or adoption) of the child and ending 75 days after the arrival of the child. The leave must be taken in consecutive days unless you reach a prior

agreement otherwise with the appropriate administrator (See also *Disability Leave* and *Family Care and Medical Leave*.) In addition to the above, in accordance with Article 23.6, coaches have further options, including sharing or donating leave time to a spouse or partner; or arranging a temporary reduction in workload (in lieu of 30-day parental leave). Coaches on an academic year appointment may combine paid parental, sick, and unpaid leave in order to take an entire term leave (upon approval of the appropriate administrator). Under this provision, in order to allow Coaches to retain benefits during parental leave, paid leave need not be exhausted before unpaid leave is taken.

#### Emergency Leave (Art. 23)

Emergency leave with pay may be granted by the President for natural catastrophe or emergency situations that place the health or safety of the Coach in jeopardy. Leave may be granted by the President for Coaches who require leave due to violent crimes, domestic violence, and/or sexual assault.

#### Personal Holiday (Art. 33)

One day per calendar year may be used for personal business. Scheduling of a personal holiday must be by mutual agreement of the coach and appropriate administrator.

Note: Coaches are also eligible for several other types of paid leave, including jury duty, leave to vote, absence as a witness, and emergency leave. See the contract for details.

#### Disability Leave

For information on disability leave, check with your campus benefits office and with the California Employment Development Department (EDD) for information about the state disability insurance benefits. The EDD telephone number is 800-300-5616 and the website address is <http://www.edd.ca.gov/dirq2501.htm>

### UNPAID LEAVE

#### Personal Leave (Art. 22)

All coaches may be granted unpaid personal leave for a specific purpose for up to two years. You will not lose any accumulated employment rights under Article 12 (Appointment) for taking such a leave. However, if the leave

exceeds fifteen days, you become responsible for payment of insurance premiums for any health or dental benefits you may have. The campus president has the option of granting a leave of this type in such a way that it constitutes a break in service; if this is the case, the employee must be informed of such determination at the time the leave is granted.

#### **Professional Leave (Art. 22)**

This unpaid leave allows coaches to take advantage of scholarly and professional opportunities away from the campus. Since there are a number of conditions that apply, consult the contract for details. Note especially the responsibility for health and dental benefit payment shifts to the employee during a leave of this type.

#### **Family Care and Medical Leave (Art. 22)**

Coaches may receive up to 12 weeks of unpaid family care and medical leave within a 12-month period if they have at least two semesters or three quarters of service. While this category of leave is unpaid, benefits do continue. This leave may be used for reason of: the birth/adoption/placement in foster care of a child; care for a child, parent, spouse or domestic partner with a serious health condition; or for the employee's own serious health condition. (See also *Parental Leave* under Paid Leave.)

**Note:** All leaves automatically terminate at the end of an appointment.

### **VACATION (FOR COACHES ON 10- OR 12-MONTH APPOINTMENTS) (Art. 34)**

Coaches on 10- or 12-month appointments earn vacation credit. Full-time coaches on 10- or 12-month appointments earn 16 hours (two days) vacation credit for each qualifying month of service. Part-time coaches on 10- or 12-month appointments earn vacation credit on a pro rata basis.

If you are a coach on a 10- or 12-month appointment, refer to Article 34 for details on what is considered a qualifying month, limitations on accumulating and taking vacation time, and provisions for scheduling vacation.

## 5. Grievances, Other Problems, & Your Right to Representation

**W**hen problems arise, you don't need to go it alone. Contact CFA immediately for assistance. Contacting CFA is confidential. Your campus CFA representatives are available to answer any questions or concerns you may have, and offer their expertise in helping you resolve your issue.

### GRIEVANCES

A grievance is an allegation that the employee was directly wronged in connection with the rights accruing to his or her job classification, benefits, working conditions, appointment, reappointment, tenure, promotion, reassignment, or the like.

**If you think you have a grievance,  
contact your campus CFA  
representative.**

**Contact information can be found in  
Appendix C of this handbook.**

It is your responsibility to attempt to resolve promptly any employment problem that may arise and to act within the grievance procedure timelines. The Collective Bargaining Agreement (CBA or commonly known as "the contract") provides that a Level I grievance must be filed with the campus president or designee:

*no later than **forty-two (42) days** after the event giving rise to the grievance, or no later than forty-two (42) days after the grievant knew or reasonably should have known of the event giving rise to the grievance (Art. 10.4)*

You will likely forfeit your contractual rights if you delay in filing a complaint.

Article 10, Grievance Procedures, governs most aspects of grievances and offers bargaining unit members two grievance tracks: the contract grievance track or the statutory grievance track. In addition, for temporary faculty, including coaches, the contract has the option of an expedited umpire arbitration procedure for appointment issues. The

*Grievance Procedure Flow Chart* included in Appendix D shows the steps in the two parallel grievance tracks and in the optional umpire procedure.

At the time of filing a grievance, the grievant selects either the contract grievance track or the statutory grievance track. Before deciding which track to pursue, it is advisable to consult a CFA Faculty Rights Committee member or staff representative. You can find more information on the two grievance tracks by reviewing the grievance filing guide at <http://www.calfac.org/grievances>

Whichever track a grievant selects, the next step is a Level I meeting with the administration. If there is no resolution after the Level I meeting, a contract track grievance proceeds to Level II at the Chancellor's Office, and then to arbitration if CFA agrees to arbitrate the grievance. In the statutory track, a grievance not resolved at the Level I meeting can be appealed to a faculty hearing committee, which makes a written recommendation to the campus president. If the president rejects the committee's decision to sustain the grievance, then the grievance is eligible for arbitration. Where the President agrees in part, and disagrees in part, with the committee's decision, then only the issues with which the President disagrees may be appealed to an arbitrator.

For statutory track grievances, the faculty hearing committee consists of three full-time faculty members and one alternate. The committee members are chosen from a panel of all full-time bargaining unit members on a campus, including coaches. Service on faculty hearing committees by full-time temporary faculty, including coaches, is voluntary.

#### Appeals to a Special Article 12 Umpire

In both the contract track and statutory track, coaches may have the option, if their grievance qualifies for arbitration, of using the Umpire system. This expedited arbitration procedure is available only for grievances pertaining to temporary appointments, reappointment, work assignment, or careful consideration under Article 12. The Umpire's decision is final and not precedent-setting. Coaches should review Article 10.27 and talk to CFA before making a decision on using the Umpire option.



## POSSIBLE DISCIPLINARY ACTION

If you are concerned about possible disciplinary action, contact your CFA chapter president, CFA Faculty Rights chair, or CFA staff representative at once. Be aware that if a meeting with an administrator is investigatory in nature, such that you feel the information sought or provided could lead to corrective or disciplinary action, you are entitled to representation by a CFA representative. The meeting may be stopped and postponed until such time a CFA representative is available to accompany you to the meeting. The burden is on the coach to exercise his/her right to union representation. It is highly advisable that coaches have CFA representation in such meetings. See Articles 18 and 19 for information about reprimands and disciplinary action procedures.

## SEXUAL HARASSMENT AND THE RIGHT TO NON-DISCRIMINATION

It is the policy of the CSU to prohibit discrimination against faculty unit employees on the basis of race, color, religion, ancestry, national origin, sex, sexual orientation, gender identity, gender expression, genetic information, marital status, pregnancy, age, disability, medical condition, or veteran status.

According to state and federal law, these and other forms of discrimination are illegal. If you believe that you are being discriminated against, contact one of your campus CFA chapter officers or your staff representative at once.

An important aspect of your non-discrimination rights is your right to be free from harassment based on any of the above categories. Sexual harassment, which is legally defined, is a form of sexual discrimination and is prohibited by state and federal law, as well as by CSU policy. If you believe that you have been sexually harassed or harassed because of your gender, you can discuss the situation informally with one of your CFA chapter officers or staff representative.

## NCAA COMPLIANCE ISSUES

In addition to applicable campus policies and procedures, coaches are expected to comply with all applicable NCAA rules and regulations. Should questions and concerns be raised regarding your failure to comply with NCAA rules and regulations, contact your CFA representative. It is important such issues are dealt with in accordance with due process rights under the collective bargaining agreement.

## YOUR “WEINGARTEN RIGHTS”

**If a meeting with an administrator is investigatory in nature, such that you feel the information sought or provided could lead to disciplinary action, you are entitled to representation by a CFA representative. Immediately inform the administrator that you request to have your CFA representative present with you in the meeting.**

## PROBLEMS WITH STUDENTS

Faculty members, including coaches, occasionally encounter students who behave in a threatening or otherwise inappropriate manner. If such a problem arises, you should immediately report it in writing to your department.

Coaches may feel particularly insecure in such circumstances, and such concerns are not misplaced; but doing nothing when trouble arises may close off the possibilities of useful support.

You are fully entitled to assistance and representation from CFA, if necessary.

Examples of problems with students include but are not limited to academic probation, playing time concerns, team rules, insubordination issues, and complaints made by parents of student athletes.

As a way to avoid potential problems with students, coaches should consider drafting and distributing to his/her team, in consultation with his/her supervisor, a document that will serve as team rules. By doing this, the coach not only establishes standards for the team but protects him or herself in case of a problem with a student-athlete.

Coaches must set a good behavior example at all times. Coaches need to be acutely aware that any of their own behavior observed by students, either at practice or while traveling, may be used against them in any dispute.



# Appendix A: Quick Guide to Coach Provisions in CFA/CSU Contract 2014-2017

This quick guide refers you to CBA articles with provisions that are particularly relevant to coach faculty. The CBA is available at CFA's web site: <http://www.calfac.org/contract>

## Getting and Keeping the Work

12.2	Appointment letters
12.3	One-year appointment rights and entitlement rights (see also chart in Appendix F)
12.5	Pay for classes canceled prior to third class meeting/subsequent cancellations require full pay
12.5, 12.6	Full-time non-contingent appointment rights
12.7	Careful consideration
12.9	Similar assignment and salary placement
12.29	Preference for available work (order of assignment) up to and including a 1.0 time base
12.32	Restrictions on Visiting Faculty employment
15.1-15.30	Evaluation procedures (including student evaluations of teaching)
15.14	Classroom visits require notification and consultation
15.18	Student evaluation programs at campuses may be developed
15.20-15.25	Periodic evaluation
21.23-21.24	Contractual procedures and hiring order for state-funded summer term
22.1-22.27	Leave of absence without pay (entitlements protected in 22.2)
23.4-23.5	Paid parental leave (Article 23 covers additional paid leaves)
24.1-24.23	Paid sick leave, disability leave, and catastrophic leave
38.11-38.12	Order of layoff
11.1	Personnel files as basis for personnel actions
10.2	Coaches have full access to grievance procedures: both contract and statutory tracks.
10.27-10.28	Expedited umpire arbitration procedure for appointment cases
Appendix F	Chart of eligibility criteria for one-year appointments

## Getting a Fair Salary

31.7	Coaches receive same percent General Salary Increases (GSIs) as all faculty
31.17-31.24	Coaches receive same percent Service Salary Increases (SSIs) as all faculty
12.9	Re-appointment in same department or unit requires same or higher salary placement
12.10	SSI eligibility 24 WTUs at semester campus or 36 WTUs at quarter campus
12.11	Ability upon new appointment to be rehired above SSI maximum
12.30	Coaches may request a classification review at any time during the appointment
12.33	Dedicated department funding sufficient to implement contractually required increases
20.26	10-month or AY coach not required to work outside of work year
20.29	Coach full-time workload defined

## Getting Benefits

32.2	Full health benefits (medical, vision, dental, disability, life insurance) for coaches with at least 6 units (a 0.4 time base) per term and appointment for at least one semester or two consecutive quarters
32.13	Flex cash payments for benefits-eligible faculty who waive benefits
21.28	Benefits stipend in summer term (see criteria)
32.19	PST Retirement Plan for coaches not eligible for CalPERS retirement plan
	Coaches with at least 7.5 WTUs enrolled in CalPERS and social security (with employee and employer contributions) at beginning of third semester or fourth quarter of consecutive employment
26.1-26.14	Coaches eligible for fee waiver (see criteria in 26.1)

## Equal Access/Recognition as a Faculty Member in the System

2.13	Part-time and full-time faculty on temporary appointments are faculty unit employees in Unit 3 covered by all references in the CBA to "faculty" unless specifically excluded.
10.9-10.10	In statutory grievance process, all full-time coaches serve on panels and can serve on committees. (Service is voluntary.)
20.37	Coaches eligible for Assigned Time for Exceptional Levels of Service to Students
24.9	Right to notification of total accrued sick leave
25.6	Coaches eligible to apply for and receive RSCA Awards
31.29	Access to direct deposit program
32.23-32.24	Access to pre-tax parking and one parking pass for multiple campuses
33.3	Access to personal holiday

# Appendix B: Salary Schedules

This is the salary schedule for the various ranks of coaches as of May 2015.  
To view the most recent salary schedule, go to the CSU Chancellor's Office web site at  
<http://www.calstate.edu/HRAdm/SalarySchedule/SalaryDocs.aspx>

HR Data Operations

## SALARY SCHEDULE COLLECTIVE BARGAINING ID R03

**CSU** The California State University  
OFFICE OF THE CHANCELLOR

Class Code	Range Code	Class Title	Effective Date	Salary Range		FLSA	Shift Diff	Affirm Action Coding	Empl Category	Vac Acrl
				Min	Max					
2384		COACHING ASSISTANT - ACADEMIC YEAR EMPLOYEES IN THIS CLASS MAY BE EXEMPT UNDER FLSA. EXEMPTION STATUS MUST BE DETERMINED FOR EACH INDIVIDUAL, BASED ON THE DUTIES AND SALARY ASSIGNED. 07/01/2014		3,595 43,140	4,291 51,492	N	N	P3B	4	3
2383		COACHING ASSISTANT - 10 MONTH EMPLOYEES IN THIS CLASS MAY BE EXEMPT UNDER FLSA. EXEMPTION STATUS MUST BE DETERMINED FOR EACH INDIVIDUAL, BASED ON THE DUTIES AND SALARY ASSIGNED. 07/01/2014		3,595 43,140	4,291 51,492	N	N	P3B	4	2
2382		COACHING ASSISTANT - 12 MONTH EMPLOYEES IN THIS CLASS MAY BE EXEMPT UNDER FLSA. EXEMPTION STATUS MUST BE DETERMINED FOR EACH INDIVIDUAL, BASED ON THE DUTIES AND SALARY ASSIGNED. 07/01/2014		4,102 49,224	4,914 58,968	N	N	P3B	4	2
2381		COACHING SPECIALIST - ACADEMIC YEAR EMPLOYEES IN THIS CLASS MAY BE EXEMPT UNDER FLSA. EXEMPTION STATUS MUST BE DETERMINED FOR EACH INDIVIDUAL, BASED ON THE DUTIES AND SALARY ASSIGNED. 07/01/2014		3,922 47,064	5,387 64,644	N	N	P3B	4	3
2380		COACHING SPECIALIST - 10 MONTH EMPLOYEES IN THIS CLASS MAY BE EXEMPT UNDER FLSA. EXEMPTION STATUS MUST BE DETERMINED FOR EACH INDIVIDUAL, BASED ON THE DUTIES AND SALARY ASSIGNED. 07/01/2014		3,922 47,064	5,387 64,644	N	N	P3B	4	2
2379		COACHING SPECIALIST - 12 MONTH EMPLOYEES IN THIS CLASS MAY BE EXEMPT UNDER FLSA. EXEMPTION STATUS MUST BE DETERMINED FOR EACH INDIVIDUAL, BASED ON THE DUTIES AND SALARY ASSIGNED.								

Issue Date: 05/29/2015

# Appendix B: Salary Schedules (Cont.)

CSU

The California State University

OFFICE OF THE CHANCELLOR

SALARY SCHEDULE

COLLECTIVE BARGAINING ID R03

HR Data Operations

Class Code	Range Code	Class Title	Effective Date	Salary Range		FLSA	Shift Diff	Affirm Action Coding	Empl Category	Vac Acrl
				Min	Service Max	Max				
2378		COACH - ACADEMIC YEAR	07/01/2014	4,914 58,968	6,790 81,480	7,996 95,952	E	N	P3B	4 3
2377		COACH - 10 MONTH	07/01/2014	4,914 58,968	6,790 81,480	7,996 95,952	E	N	P3B	4 2
2376		COACH - 12 MONTH	07/01/2014	5,638 67,656	7,811 93,732	9,195 110,340	E	N	P3B	4 2
2375		HEAD COACH - ACADEMIC YEAR	07/01/2014	6,188 74,256	7,451 89,412	8,384 100,608	E	N	P3B	4 3
2374		HEAD COACH - 10 MONTH	07/01/2014	6,188 74,256	7,451 89,412	8,384 100,608	E	N	P3B	4 2
2373		HEAD COACH - 12 MONTH	07/01/2014	7,116 85,392	8,576 102,912	9,633 115,596	E	N	P3B	4 2

Issue Date: 05/29/2015

# Appendix C: Chapter Contact Info

Find more contact information at your campus CFA chapter's web page

## **Bakersfield**

(661) 654-2480

[www.calfac.org/bakersfield](http://www.calfac.org/bakersfield)

## **Los Angeles**

(323) 343-5310

[www.calfac.org/losangeles](http://www.calfac.org/losangeles)

## **San José**

(408) 924-6501

[www.calfac.org/sanjose](http://www.calfac.org/sanjose)

## **Channel Islands**

(805) 437-8498

[www.calfac.org/channelislands](http://www.calfac.org/channelislands)

## **Maritime Academy**

(707) 654-1731

[www.calfac.org/maritime](http://www.calfac.org/maritime)

## **San Luis Obispo**

(805) 756-2717

[www.calfac.org/sanluisobispo](http://www.calfac.org/sanluisobispo)

## **Chico**

(530) 898-4788

[www.calfac.org/chico](http://www.calfac.org/chico)

## **Monterey Bay**

(831) 582-3028

[www.calfac.org/montereybay](http://www.calfac.org/montereybay)

## **San Marcos**

(760) 750-4009

[www.calfac.org/sanmarcos](http://www.calfac.org/sanmarcos)

## **Dominguez Hills**

(310) 243-2168

[www.calfac.org/dominguezhills](http://www.calfac.org/dominguezhills)

## **Northridge**

(818) 677-5919

[www.calfac.org/northridge](http://www.calfac.org/northridge)

## **Sonoma**

(707) 664-2711

[www.calfac.org/sonoma](http://www.calfac.org/sonoma)

## **East Bay**

(510) 885-3232

[www.calfac.org/eastbay](http://www.calfac.org/eastbay)

## **Pomona**

(909) 869-4818

[www.calfac.org/pomona](http://www.calfac.org/pomona)

## **Stanislaus**

(209) 667-3629

[www.calfac.org/stanislaus](http://www.calfac.org/stanislaus)

## **Fresno**

(559) 278-4821

[www.calfac.org/fresno](http://www.calfac.org/fresno)

## **Sacramento**

(916) 278-6196

[www.calfac.org/sacramento](http://www.calfac.org/sacramento)

## **Fullerton**

(657) 278-2827

[www.calfac.org/fullerton](http://www.calfac.org/fullerton)

## **San Bernardino**

(909) 537-5025

[www.calfac.org/sanbernardino](http://www.calfac.org/sanbernardino)

## **CFA Headquarters**

(916) 441-4848

[www.calfac.org](http://www.calfac.org)

1110 K Street

Sacramento, CA 95814

## **Humboldt**

(707) 826-3340

[www.calfac.org/humboldt](http://www.calfac.org/humboldt)

## **San Diego**

(619) 594-2775

[www.calfac.org/chico](http://www.calfac.org/chico)

## **Long Beach**

(562) 985-5165

[www.calfac.org/longbeach](http://www.calfac.org/longbeach)

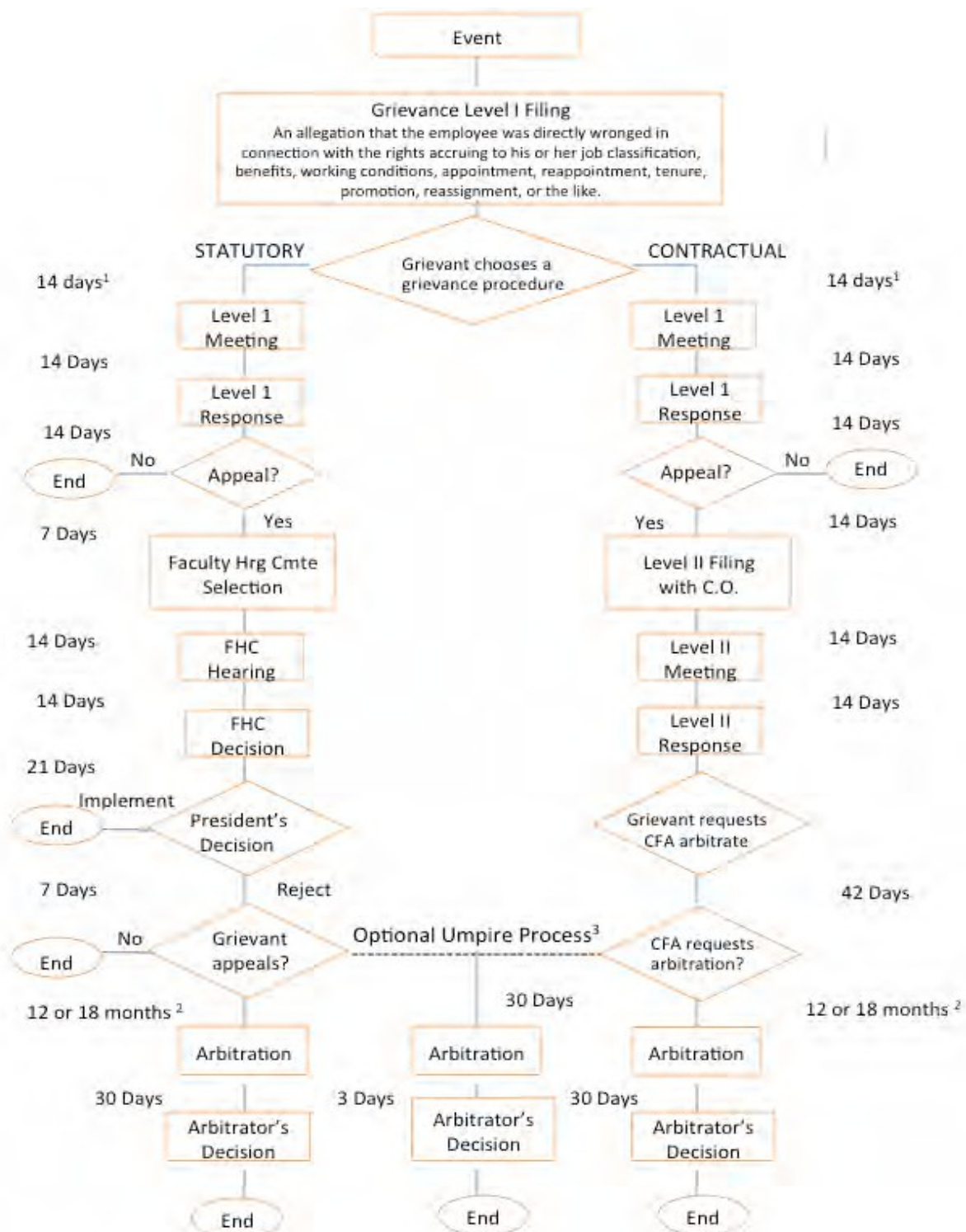
## **San Francisco**

(415) 338-6232

[www.calfac.org/sanfrancisco](http://www.calfac.org/sanfrancisco)



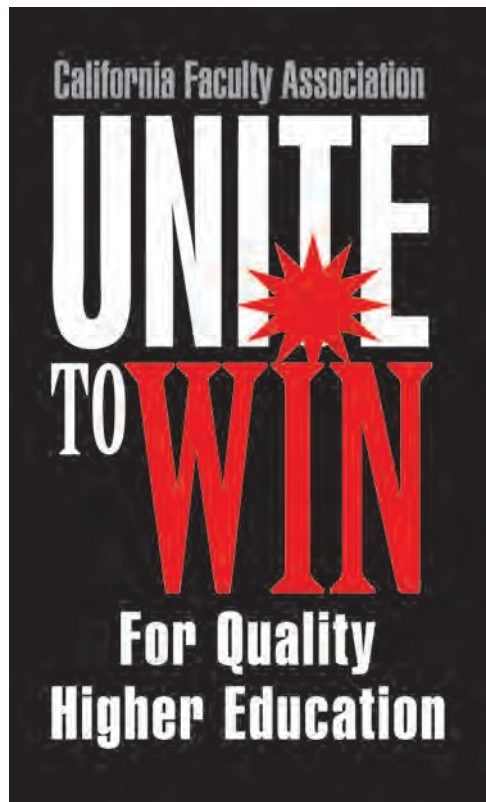
# Appendix D: Grievance Flowchart



<sup>1</sup> 25-day postponement(s) are possible to facilitate informal resolution (CBA at 10.5)

<sup>2</sup> 12 months, unless promotion case – then 18 months

<sup>3</sup> On the contractual track, the grievant chooses whether or not to use the Umpire process for matters pertaining solely to appointment, reappointment, or work assignment under Art. 12 (if case is accepted by CFA for arbitration)



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**Sacramento, CA 95814**

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