

ARTICLE 15
MISCELLANEOUS CONDITIONS

Section 1. Unemployment Compensation. COACHES shall be eligible for unemployment compensation benefits as provided by law.

Section 2. The STATE SYSTEM/UNIVERSITIES shall continue the current practice of providing office space and equipment.

Section 3. The STATE SYSTEM/UNIVERSITIES shall hold a COACH harmless of and from any and all claims, suits, orders, or judgments arising as a result of any action taken as a COACH in the ordinary course of employment.

Section 4. Rules, regulations, policies, or practices relating to wages, hours, and terms and conditions of employment now existing and not in conflict with this Agreement shall remain in effect unless modified, amended, or eliminated in the same manner as they had been adopted. The provisions of this Section shall be subject to Article 4, GRIEVANCE PROCEDURE AND ARBITRATION, only with respect to whether the procedure used to modify, amend, or eliminate the rules, regulations, policies, or practices was the same procedure used to establish the rules, regulations, policies, or practices. This Section shall not be applicable to any rule, regulation, or policy that governs athletic competitions or the STATE SYSTEM/UNIVERSITY'S participation in the NCAA, PSAC, or any other athletic conference.

Section 5. Performance of Bargaining Unit Work

No bargaining unit work may be assigned to any other person except insofar as coaching duties may be assigned to faculty members in the bargaining units certified as PERA-R-775-C and PERA-R-1354-C. This provision shall not prohibit the use of volunteer coaches, dollar-a-year coaches, graduate assistants, or teaching associates provided that such coaches are not used to fill vacancies created by the resignation, retirement, non-renewal, or termination of salaried COACHES.

Section 6. Tuition Waivers

Effective with the start of the fall semester of 2001, the STATE SYSTEM/UNIVERSITIES shall modify their tuition waiver policy to provide for the following:

A. Total waiver of UNIVERSITY tuition for a Regular full-time COACH at the UNIVERSITY where the Regular full-time COACH is employed.

B. Total waiver of UNIVERSITY tuition for the spouse of a Regular full-time COACH at the UNIVERSITY where the Regular full-time COACH is employed. This

waiver shall be applicable to the Regular full-time COACH'S spouse until he/she obtains his/her first undergraduate degree.

C. Total waiver of UNIVERSITY tuition for Regular full-time COACH'S children at the UNIVERSITY where the Regular full-time COACH is employed. This waiver of tuition at the Regular full-time COACH'S UNIVERSITY shall be applicable to the Regular full-time COACH'S children until the children obtain their first undergraduate degree or until they reach the age of twenty-five (25), whichever comes first. This waiver of tuition shall continue to the limits stated above if the Regular full-time COACH should, after ten (10) or more years of service, become permanently disabled or die.

D. Fifty percent (50%) waiver of UNIVERSITY tuition for Regular full-time COACH'S Children at UNIVERSITIES other than the UNIVERSITY where the Regular full-time COACH is employed. This waiver of tuition shall be applicable until the children obtain their first undergraduate degree or until they reach the age of twenty-five (25), whichever comes first.

E. Tuition waiver shall continue to the limits stated in Sections 6.B and 6.C above for Regular full-time COACHES who meet all of the following conditions:

1. He/she is retired from the UNIVERSITY;
2. He/she is at or above the retirement superannuation age; and
3. He/she has served ten (10) or more years in the STATE SYSTEM.

F. The provisions of existing tuition waiver policies at UNIVERSITIES shall not be diminished or adversely affected by the provisions of this Section.

G. "First undergraduate degree" is defined as a bachelor's degree granted by any university.