

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51

**PROPOSAL FROM THE  
PASADENA AREA COMMUNITY COLLEGE DISTRICT TO THE  
PASADENA CITY COLLEGE FACULTY ASSOCIATION  
February 2, 2023**

The collective bargaining proposal presented herein by the Pasadena Area Community College District to the Pasadena City College Faculty Association and is expressly made pursuant to the Education Employment Relations Act and the Collective Bargaining Contract between the parties. The following article shall be deemed to remain unchanged in the Collective Bargaining Agreement except as set forth below:

**ARTICLE 5  
WORKING CONDITIONS**

5.1 CLASS OR STATION ASSIGNMENTS

5.1.1 Unit members shall meet assigned classes or report to established work stations at the times and places scheduled.

5.1.2 Unit members shall report absence to the division office at the earliest possible time prior to the start of assigned duties.

~~5.1.3 The first duty day will be the first business day prior to the start of Fall classes.~~

[Status quo - below.]

5.2 COLLEGE POLICY, REGULATIONS AND PROCEDURES

Unit members shall observe College policy, regulations and procedures. Such policy, regulations and procedures include, but are not limited to, the areas of grading, attendance, class records, textbook selection, conference attendance, instructional trips, guest speakers, political activities, prohibited instruction, tutoring for pay, release of confidential information and academic freedom.

5.3 INSTRUCTION

Classroom instructors shall:

5.3.1 Establish objectives of classes, plan and organize instruction (such as lesson plans, reading lists, assignments schedule, methods of evaluation) to meet these objectives, and administer examinations or assignments in accordance with a set of objectives and with other specifications defined in the course outline of record.

5.3.2 Inform classes via a syllabus about course objectives, **office hours**, student learning outcomes, course content, attendance expectations, examinations or assignments, and the basis for assigning grades. The syllabus should be emailed or otherwise provided to **students and** the Division Office **by the end of** the first week of the class.

5.3.3 Participate in the assessment of student learning outcomes and to report the

52 results of class assessments according to mutually agreed upon established  
53 procedures. All faculty are responsible for assessing and reporting student  
54 learning outcomes for all courses, including overload, summer, and  
55 intersession. All full-time faculty members are expected to participate in the  
56 development and submission of related reports and to integrate results of  
57 assessments into comprehensive program review and annual updates.  
58

#### 59 5.4 GENERAL

60 Bargaining Unit members are responsible to:

61  
62  
63 5.4.1 Participate in a range of professional activities related to their assigned duties  
64 each semester, including: Curriculum development and College governance,  
65 if in **contract full-time** status; hiring committees and other District-sanctioned  
66 committees; department meetings; participation in discipline specific  
67 organizations (e.g., boards, advisory groups, etc., both internal and external);  
68 grant writing or research and writing of an academic nature that benefits  
69 teaching, learning, or counseling; serving on accreditation site teams; inter-  
70 department collaboration projects; coordination with K-12 and other  
71 institutions of higher learning; faculty mentoring; attendance at professional  
72 conferences and trainings that benefit the functions of the District or teaching,  
73 learning, or counseling; attending board meetings; advising student clubs;  
74 community outreach, student recruitment efforts, public relations events for  
75 the benefit of the District; and fundraising and soliciting donations for benefit  
76 of the foundation or students clubs.  
77

78 Members shall have the ability to determine the above professional  
79 responsibilities in which they meet this obligation. Other activities that benefit  
80 the District or college or that improve teaching, learning, or counseling shall  
81 constitute professional responsibilities by mutual agreement between the Unit  
82 Member and the immediate supervisor.  
83

84 Overload and extra duty assignments do not relieve a full-time faculty  
85 member of meeting professional responsibilities associated with their normal  
86 load as set forth in this article.  
87

88 5.4.2 Maintain currency in areas of specialization.

89  
90 5.4.3 Perform those duties normally associated with his/her assignment.  
91

#### 92 5.5 NON-TEACHING FACULTY

93  
94 5.5.1 The assignment of a full-time, non-teaching member of the unit shall be one  
95 hundred seventy-six (176) duty days per fiscal year, thirty-five hours per  
96 week, plus five (5) hours per week for professional growth and development,  
97 College governance and other professional responsibilities.  
98

99 The assignment of an eleven-month full-time, non-teaching member of the  
100 unit shall be one hundred ninety-eight (198) days per fiscal year, thirty-five  
101 hours per week, plus an additional five (5) hours per week for professional  
102 growth and development, College governance and other professional

103 responsibilities.

104  
105 The assignment of a twelve-month full-time, non-teaching member of the unit  
106 shall be two-hundred-twenty (220) days per fiscal year, thirty-five hours per  
107 week, plus an additional five hours per week for professional growth and  
108 development, College governance and other professional responsibilities.

- 109  
110 5.5.2 The non-teaching assignment of a non-teaching member of the unit who has  
111 a classroom assignment shall be reduced by an amount proportional to the  
112 percent of full-time teaching assignment of the classroom assignment.

## 113 114 5.6 TEACHING FACULTY – CREDIT COURSES

- 115  
116 5.6.1 The assignment for a full-time, classroom instructor of credit classes shall be  
117 one hundred seventy-six (176) duty days per fiscal year, thirty-four (34) hours  
118 per week consisting of a combination of in-class teaching and preparation for  
119 teaching, plus five and one half (5.5) hours of additional time for student  
120 conferences, plus five and one half (5.5) hours for professional growth and  
121 development, College governance and other professional responsibilities.  
122 The first duty day will be the first business day prior to the start of the Fall  
123 classes.

124 [\[Status quo.\]](#)

125  
126 The assignment for an eleven-month full-time, classroom instructor shall be  
127 one hundred ninety-eight (198) days per fiscal year, thirty-four (34) hours per  
128 week consisting of a combination of in-class teaching and preparation for  
129 teaching, plus five and one half (5.5) hours of additional time for student  
130 conferences, plus five and one half (5.5) hours for professional growth and  
131 development, College governance and other professional responsibilities.

132  
133 The assignment of a twelve-month full-time, classroom instructor shall be  
134 two-hundred- twenty days (220) days per fiscal year, thirty-four (34) hours per  
135 week consisting of a combination of in-class teaching and preparation for  
136 teaching, plus five and one half (5.5) hours of additional time for student  
137 conferences, plus five and one half (5.5) hours for professional growth and  
138 development, College governance and other professional responsibilities.

139  
140 First year contract (probationary) and temporary faculty shall have two (2)  
141 additional days of assignment for orientation prior to the first duty day.

- 142  
143 5.6.2 **All overload/hourly assignments are in excess of contractual**  
144 **obligations. Except for the welfare of the College, no contract or regular**  
145 **faculty member shall have a total overload or hourly assignment**  
146 **exceeding an average of nine (9) hours per week in any semester,**  
147 **unless a single assignment exceeds this amount. Exceptions to the**  
148 **nine (9) hour assignment must be recommended by the Division Dean**  
149 **and approved by the Vice President for Instruction.**  
150 [\[Moved from Article 5.10.4 \(a and b\).\]](#)

## 151 152 5.6.3 CONFERENCE HOURS

153

154 5.6.~~32~~.1 Full-time unit members shall schedule their five and one half (5.5)  
155 student conference hours on no fewer than three (3) different days  
156 per week. Unit members on reduced load or reassignment shall  
157 have their conference hours reduced by a percentage equivalent to  
158 their reassignment or reduction in load. Unit members on reduced  
159 load shall schedule student conference hours on no fewer days than  
160 one less than the number of required conference hours. Conference  
161 hours will be held between the hours of 6:00 a.m. and 10:00 p.m.  
162 unless otherwise approved by the Division Dean. No single  
163 conference period shall be less than thirty (30) minutes in length.  
164 Conference hours will not be scheduled between 12:00 p.m. and  
165 1:00 p.m. on Tuesdays or Thursdays and will not be scheduled to  
166 conflict with the instructor's class assignments. Conference hours  
167 shall be held in the unit member's office, a laboratory facility readily  
168 accessible to students, or other location approved by the unit  
169 member's immediate supervisor and based on a schedule posted no  
170 later than the first Monday following the opening of a semester.

171  
172 **Faculty will have the option to conduct up to 80% of their office**  
173 **hours remotely.**  
174

175 5.6.~~32~~.2 During the final examination period, required conference hours may  
176 be scheduled in a pattern appropriate to the faculty member's final  
177 examination schedule and student needs. A copy of the revised  
178 office hours and final examination schedule shall be posted, and a  
179 copy shall be submitted to the division dean.

180  
181 5.6.~~43~~ Unless excepted by this Agreement, the classroom assignment for a full-time  
182 instructor of credit classes shall be a minimum of thirty (30) lecture hour  
183 equivalent (LHE) per year, with the general expectation of there being 15  
184 LHE per semester. An LHE is based on one lecture hour per week for a full  
185 semester (18 weeks). For a 16-week compressed academic calendar, the  
186 actual hours of instruction or service shall be calculated at the rate of 1 LHE =  
187 1.13 lecture hours.

188  
189 5.6.~~43~~.1 Unless excepted by this Agreement, each hour designated in the  
190 College Catalog as lecture shall be given credit as (1) LHE.

191  
192 5.6.~~43~~.2 Unless excepted by this Agreement, each hour designated in the  
193 College Catalog as laboratory shall be given credit as 0.75 LHE.

194  
195 5.6.~~43~~.3 Unless excepted by this Agreement, each hour designated in the  
196 College Catalog as activity shall be given credit as 0.87 LHE.

197  
198 5.6.~~43~~.4 Each hour designated in the College Catalog as laboratory in a  
199 Physical Education Activity course shall be given credit as 0.7143  
200 LHE.

201  
202 5.6.~~43~~.5 Each hour designated as field practice shall be given 0.200 LHE.

203  
204 5.7 LOAD BALANCING

In the event that a faculty member's schedule is less than 100% of a full-time load in a primary term, that faculty member shall either: 1) be scheduled for an additional class or assignment during the primary term and paid at their hourly/overload rate for hours in excess of 100% of a full-time load; or 2) be assigned additional classes or assignments to balance teaching loads across both terms (Fall & Spring semester) to equal 100% of an annual full-time load. Hours in excess of 100% of a full-time load shall be paid at the faculty member's hourly/overload rate; or 3) if the faculty member refuses to be assigned overload in either semester, the faculty member shall receive a pro-rata pay reduction for the amount below 100% of an annual full-time load for the academic year.

5.7.1 The classroom assignment for a full-time instructor of credit classes in a block program shall be twenty (20) hours per week. A "block program" is an occupational program which generally involves both lecture and laboratory components, and is generally offered in 4-hour blocks.

5.7.2 The determination of classroom assignments for a full-time instructor of credit classes in ~~those the~~ divisions below shall, which have a practice of the following lab to lecture ratio leveling assignments based on lecture and laboratory components and also on class size in lecture sections, such as Natural Sciences;

<u>Assignment</u>	<u>Lecture</u>	<u>Lab</u>
<b>Natural Science</b>	<b>1.0</b>	<b>1.0*</b>
<b>Nursing</b>	<b>1.0</b>	<b>1.0</b>
<b>Dental Hygiene</b>	<b>1.0</b>	<b>0.83</b>
<b>Dental Assistant</b>	<b>1.0</b>	<b>0.78</b>
<b>All others</b>	<b>1.0</b>	<b>0.75</b>

\* Subject to double lecture size and instructing an additional hour per week.

5.7.3 The determination of classroom assignments for a full-time instructor of credit classes in an open-lab environment in those divisions which have established such an environment shall be continued. An "open-lab" environment is one in which, though there may be some group instruction, the primary role of the instructor is to provide direction and assistance on an individual basis.

## 5.8 PART-TIME FACULTY – CREDIT COURSES

5.8.1 Part-time faculty should be paid comparable to contract full-time faculty for the same responsibilities. Achieving the goal of comparable pay for comparable work means that the District has reached parity. In years where faculty receive increases, the parties agree in negotiations to work towards parity by ensuring that part-time faculty receive a higher percentage increase than full-time faculty.

5.8.2 Comparable work for contract full-time and part-time faculty is defined as classroom teaching, class preparation and grading, advising students, and assessment work.

256  
257  
258  
259  
260  
261  
262  
263  
264  
265  
266  
267  
268  
269  
270  
271  
272  
273  
274  
275  
276  
277  
278  
279  
280  
281  
282  
283  
284  
285  
286  
287  
288  
289  
290  
291  
292  
293  
294  
295  
296  
297  
298  
299  
300  
301  
302  
303  
304  
305  
306

5.8.3 A **contract full-time** faculty weekly teaching load is defined as 17 **LHEhours of classroom teaching, except in Natural Sciences where the weekly load is 18 LHE**, 17 hours of class preparation and grading, 5.5 hours of student advisement, and 5.5 hours of college service. Therefore, **contract full-time** faculty members spend 39.5 out of a 45-hour workweek, or 87.5% of their load on comparable work to that of part-time faculty.

5.8.4 Part-time parity, therefore, is defined as 87.5% of the responsibilities of a **contract full-time** faculty member. Part-time faculty members are not responsible for college service.

5.8.5 The Association and the District will conduct further negotiations to determine how the parity percentage is applied to the various salary schedules on which faculty are paid on an hourly basis, and how any increase in part-time salary is computed in relation to the goal of parity.

Parity Formula – Parity formula shall be calculated on a full-time faculty spending 39.5 hours per week out of 45 hours per week on comparable duties as part-time faculty or 87.8% per week of their time on the same duties as Part-Time Faculty. (39.5/45=87.8%).

5.8.6 Office Hours – Part-time faculty will be paid for **eight (8) the following** office hours per semester at the employee’s hourly rate **for each assigned lecture hour:**

<b><u>Lecture Units</u></b>	<b><u>Office Hours</u></b>
<b><u>3 up to 5</u></b>	<b><u>810 hours</u></b>
<b><u>5 up to 8</u></b>	<b><u>1012 hours</u></b>
<b><u>More than 8</u></b>	<b><u>1214 hours</u></b>

Scheduling of such office hours will be subject to the approval of the applicable dean and listed on the course syllabus. Office hours will be held on no less than four days, and no shorter than one-half hour per day. Office hours will be considered as professional ancillary activities, and as such, will not be counted for purposes of calculating eligibility for contract or regular status under the Education Code. (See Educ. Code §§ 87482.5, 87884).

**Part-Time faculty will have the option to conduct their office hours remotely via Zoom or other approved synchronous video platform.**

**The parties agree to reopen Article 5.8.6 annually for term of the Agreement.**

## 5.9 TEACHING FACULTY – NONCREDIT CLASSES

5.9.1 The full-time noncredit load shall be one hundred seventy-six (176) days per fiscal year, forty-five (45) hours per week consisting of **twenty-five (25)** **twenty-three (23)** teaching hours, **twelve (12)** **thirteen (13)** preparation hours, four **(4)** office hours, and **four (4)** **five (5)** hours for governance and/or professional development. First-year contract (probationary) and temporary

307 faculty shall have two (2) additional days of assignment for orientation.  
308 **[This inadvertently did not get adjusted for the compressed calendar and**  
309 **should actually be 28 teaching hours, not 25. The District is not willing to now**  
310 **reduce it to 23.]**

311  
312 The eleven-month full-time non-credit load shall be one hundred ninety-eight  
313 (198) days per fiscal year, forty-five (45) hours per week consisting of twenty-  
314 five (25) teaching hours, twelve (12) preparation hours, four **(4)** office hours,  
315 and four (4) hours for governance and/or professional development. First-  
316 year contract (probationary) and temporary faculty shall have two (2)  
317 additional days of assignment for orientation.

318  
319 The assignment of a twelve-month full-time, non-credit member of the unit  
320 shall be two- hundred-twenty days (220) days per fiscal year, forty-five (45)  
321 hours per week of twenty- five (25) teaching hours, twelve (12) preparation  
322 hours, four **(4)** office hours, and four (4) hours for governance and/or  
323 professional development. First-year contract (probationary) and temporary  
324 faculty shall have two (2) additional days of assignment for orientation.

325  
326 **Faculty will have the option to conduct up to 80% of their 5.5 office**  
327 **hours remotely.**

328  
329 5.9.2 A minimum of thirty (30) hours of the weekly assignment shall be scheduled.  
330 This requirement shall include travel time between two sites when teaching  
331 assignments for a given day are on more than one campus.

332  
333 5.9.3 **All overload/hourly assignments are in excess of contractual**  
334 **obligations. Except for the welfare of the College, no contract or regular**  
335 **faculty member shall have a total overload or hourly assignment**  
336 **exceeding an average of nine (9) hours per week in any semester,**  
337 **unless a single assignment exceeds this amount. Exceptions to the**  
338 **nine (9) hour assignment must be recommended by the Division Dean**  
339 **and approved by the Vice President for Instruction.**  
340 **[Moved from Article 5.10.4 (a and b).]**

341  
342 **5.9.4** Those affected employees on less than 100% **contract** assignment shall  
343 serve the pro rata hours to those in sections 5.5.1 and 5.5.2.

344  
345 5.10 CLASS SCHEDULES **INSTRUCTIONAL**

346  
347 5.10.1 In establishing class schedules, Division Deans shall attempt to achieve  
348 schedules that equitably distribute the number of class preparations that  
349 faculty members must do for lecture or laboratory classes. The District will  
350 make a reasonable effort to establish assignments requiring no more than  
351 three (3) preparations.

352  
353 5.10.2 *To the fullest extent practicable*, Division Deans shall solicit and consider  
354 faculty requests prior to establishing both the proposed and final class  
355 schedules. Additional consultation with affected faculty shall be attempted  
356 whenever schedule changes must be made after publication of the final class  
357 schedule.

358  
359  
360  
361  
362  
363  
364  
365  
366  
367  
368  
369  
370  
371  
372  
373  
374  
375  
376  
377  
378  
379  
380  
381  
382  
383  
384  
385  
386  
387  
388  
389  
390  
391  
392  
393  
394  
395  
396  
397  
398  
399  
400  
401  
402  
403  
404  
405  
406  
407  
408

5.10.3 The District may permit the scheduling of classes or assignments in less than a five-day period when such scheduling is appropriate and in the best interest of the instructional program and is requested by the faculty member.

5.10.4 When establishing Intersessions and hourly/daily teaching schedules, Division Deans shall consider the qualifications, training and experience of the persons available to teach a class, ~~and among instructors for whom these factors are substantially equal, contract instructors shall receive preference for such assignments~~ and reasonable attempts shall be made to equitably distribute such assignments.

a. ~~All overload/hourly assignments are in excess of contractual obligations.~~

b. ~~Except for the welfare of the College, no contract or regular faculty member shall have a total overload or hourly assignment exceeding an average of nine (9) hours per week in any semester, unless a single assignment exceeds this amount. Exceptions to the nine (9) hour assignment must be recommended by the Division Dean and approved by the Vice President for Instruction.~~

[\[Moved to Article 5.6.2 and 5.9.3 above.\]](#)

c. ~~Intersession teaching assignments may not exceed the semester equivalent to eleven (11) hours per week 67% of a full-time faculty member's load during the primary term (Fall/Spring) unless approved by the Vice-President of Instruction.~~

**bd.** Intersession Hourly Paid Faculty – Credit and Non-credit. Payment for Board- approved or legal holidays is authorized for each Intersession's credit classes if these classes would normally be scheduled on those days. In any case the maximum number of hours to be contracted will be equivalent to the hours per week the class would meet in a regular semester. Payment for the July 4 holiday is authorized for non-credit classes if those classes would normally be scheduled on that day.

5.10.5 The District will make an effort to avoid faculty schedules that include consecutive late night and early morning class assignments or early morning and late night assignments on the same day.

5.10.6 The assignment of independent study students to unit members will be on a completely voluntary basis.

## **5.11 SCHEDULING NON-INSTRUCTIONAL**

**5.11.1 In establishing schedules, Division Deans shall attempt to achieve schedules that equitably distribute the number of service hours that non-teaching faculty members must do to meet their load.**



409 Division Deans shall solicit and consider faculty requests prior to  
410 establishing the proposed and final service schedules.

411  
412 ~~*b. The district may shall permit the scheduling of service hours in less*~~  
413 ~~*than a five-day period when such scheduling is appropriate and in*~~  
414 ~~*the best interest of the instructional program and is requested by*~~  
415 ~~*the faculty member with the approval of the Dean.*~~

416 [The District already has this ability through its inherent right of  
417 assignment. It doesn't need contractual approval from PCCFA.]

418  
419 ~~*c. The District may permit the scheduling of service hours remotely*~~  
420 ~~*for 1 or more scheduled days of service if requested by the faculty*~~  
421 ~~*member with the approval of the Dean.*~~

422 [The District already has this ability through its inherent right of  
423 assignment. It doesn't need contractual approval from PCCFA.]

424  
425 5.11.2 Schedule Change. Any changes to a non-instructional faculty's schedule  
426 (beginning and ending times) can only occur if the District gives the faculty  
427 member reasonable advance notice under the circumstances.

#### 428 429 5.124 CLASS SIZE

430  
431 5.124.1 Classes may be canceled due to insufficient enrollment at the discretion of  
432 the Division Dean (in accordance with the Vice President of Instruction) and  
433 in accordance with Office of Instruction current practices.

434  
435 Whenever feasible, classes will be scheduled in rooms with capacities that  
436 match section class limits. In specific cases where room capacity is greater  
437 than a section's class size limit, the class size limit will not be raised unless  
438 agreed upon as per the LGI process (See section 5.7.2). In specific cases  
439 where room capacity is less than the section class size limit, the class size  
440 limit will be set at room capacity. In situations in which the room size varies  
441 by more than 10% from the class size limits, area Deans will offer sections of  
442 the same course to faculty in a fair and equitable manner.

443  
444 An effort will be made in the hospital clinical setting in the registered nurse  
445 program to reduce the student- faculty ratio from 12:1 to 10:1.

#### 446 447 5.124.2 LARGE GROUP INSTRUCTION ("LGI")

448  
449 5.124.2.1 The District may, at its discretion, offer course sections in a Large  
450 Group Instruction (LGI) format with closing numbers that exceed the  
451 Normal Closing Number (NCN) for the course as maintained in the  
452 college's curriculum inventory.

453  
454 5.124.2.2 Assignments to LGI classes will be subject to the following  
455 conditions:

- 456  
457 a. Assignment is voluntary. At the time of schedule building,  
458 Division Deans solicit and consider faculty requests to teach  
459 LGI sections as well as room availability and student demand.

460 Once the schedule has been established, the Division Dean, in  
461 consultation with faculty members, may convert sections to  
462 LGI format based on student demand and room availability.  
463 LGI offerings are subject to approval of the Vice President of  
464 Instruction or designee. For a section to be eligible for LGI  
465 compensation, the Vice President of Instruction or designee,  
466 Division Dean, and faculty member must sign the appropriate  
467 form.

468  
469  
470 b. Instructors of LGI classes will receive additional compensation  
471 in the form of a stipend. The stipend will be based upon the  
472 total student enrollment, at the census date, compared to the  
473 normal class closing number (NCN), expressed as a  
474 percentage, as described below:

475  
476 110% to 150% of NCN = \$900 stipend 151% to 200% of NCN  
477 = \$1800 stipend 201% to 250% of NCN = \$2700 stipend 251%  
478 to 300% of NCN = \$3600 stipend 301% to 350% of NCN =  
479 \$4500 stipend 351% and above = \$5400 stipend

480  
481 For example, if the NCN is 50, a full-time instructor would  
482 receive a stipend of \$1800 if the class size were 100 students,  
483 \$3600 if the class size were 150 students, and \$5400 if the  
484 class size were 200 students.

485 c. The District will provide for instructional assistants when  
486 requested by the instructor, to assist with roll-taking and  
487 grading and other related duties, as follows:

488  
489 133% to 199% of NCN = 3 hours/week  
490 200% to 299% of NCN = 6 hours/week  
491 300% and above = 9 hours/week

## 492 493 5.132 FLEXIBLE CALENDAR PROGRAM

494  
495 A flexible calendar program consists of the replacement of instruction time (i.e. flex)  
496 that can be taken within the academic calendar for professional development. The  
497 Calendar Committee will recommend a calendar with the scheduled FLEX days per  
498 year not to exceed (2) days in total. These days can be taken as a full workday or  
499 incrementally until the total number of hours accumulate to meet the employee's  
500 FLEX obligation.

### 501 502 5.132.1 FLEX ADVISORY COMMITTEE

- 503  
504 1. The FLEX Advisory Committee, a sub-committee of the College  
505 Council Professional Development Committee, will plan, implement,  
506 and assess activities for on-campus professional development (FLEX)  
507 days.  
508  
509 2. One Faculty Association Executive Board member will be a member  
510 of the FLEX Advisory Committee.

511  
512  
513  
514  
515  
516  
517  
518  
519  
520  
521  
522  
523  
524  
525  
526  
527  
528  
529  
530  
531  
532  
533  
534  
535  
536  
537  
538  
539  
540  
541  
542  
543  
544  
545  
546  
547  
548  
549  
550  
551  
552  
553  
554  
555  
556  
557  
558  
559  
560  
561

5.132.2 FLEX OBLIGATION

1. Full-time faculty obligation is 12 hours (2 days) of FLEX. **The Fall FLEX Day will be the first business day prior to the start of Fall classes . The Spring FLEX day may be scheduled on the first business day prior to the start of Spring classes or another day during the Spring Semester if approved by the Board based upon the recommendation of the calendar committee.** Full-time faculty may fulfill ~~the remainder of~~ their annual FLEX obligation by one of two methods:
  - a. Attending the scheduled on-campus FLEX Days:
    - i. ~~\_\_\_\_\_ **The Fall FLEX Day will be the first business day prior to the start of the Fall classes.**~~
    - ii. ~~\_\_\_\_\_ **One day will be scheduled during the 4th week of Spring, unless recommended otherwise by the Calendar Committee.**~~
  - OR
  - b. Completing equivalent flexible (in-lieu) FLEX hours equal to the annual obligation as listed in the most recent Guidelines for the Implementation of the Flexible Calendar Program (currently April 2007 [NOTE: pages 15 – 19]) and Title 5 section 55726. A list of such activities will be made available in the college’s FLEX guidelines.
2. The obligation for faculty on reduced workloads is twelve (12) hours multiplied by the faculty member’s percent teaching load. Completion of activities referenced in 1.2.1a and b above shall fulfill FLEX requirements for faculty on reduced workloads.
3. Hourly Faculty (part-time and full-time overload):
  - a. **Hourly faculty shall have a FLEX obligation equivalent to their relative load on the day of the FLEX, as reflected by their schedule.**
  - b. \_\_\_\_\_ Hourly faculty who work on a scheduled FLEX Day may fulfill their FLEX obligation by:
    - i. attending FLEX Day for the same number of hours they are scheduled to teach on that day or,
    - ii. completing equivalent flexible (in-lieu) FLEX hours equal to the hours they are scheduled to teach on any scheduled FLEX Day during the academic year.
  - cb.** Hourly faculty who fulfill 5.12.2.3.a or b will be paid as if they had taught that day.

- 562                    **de.**     Hourly faculty who are not scheduled to teach have no FLEX  
563                    obligation, but may participate voluntarily without  
564                    compensation.  
565  
566                    **ed.**     FLEX Day activities will be offered for faculty who normally  
567                    teach in the evening.  
568

569     5.132.3 FLEX OBLIGATION TRACKING  
570

- 571                    a.        Employees will be compensated for the FLEX obligation hours stated  
572                    in as part of their normal pay cycle. Note that this is not extra  
573                    compensation, but part of a faculty's load.  
574  
575                    b.        It is the responsibility of the individual faculty member to track and  
576                    report FLEX participation. Participation in on-campus FLEX days and  
577                    in-lieu activities will be tracked by each faculty member in accordance  
578                    with PCC's FLEX guidelines.  
579  
580                    c.        Faculty who facilitate a professional development event that has been  
581                    approved by the FLEX advisory committee or Professional  
582                    Development standing committee will receive double FLEX credit (e.g.  
583                    a 2-hour workshop will count as 4 hours of FLEX credit).  
584  
585                    d.        Faculty who develop a professional development event that has been  
586                    approved by the FLEX advisory committee or Professional  
587                    Development standing committee will receive triple FLEX credit (e.g. a  
588                    2-hour workshop will count as 6 hours of FLEX credit) the first time  
589                    the event is offered.  
590

591     5.143 TRANSFER  
592

- 593                    5.143.1 At the same time an authorized faculty position is opened, the office of  
594                    Human Resources shall notify each regular faculty member by email. Regular  
595                    faculty members will have ten (10) work days from the date of notice to file a  
596                    request for transfer to the division.  
597  
598                    5.143.2 Upon receipt of a request, the Office of Human Resources shall notify the  
599                    affected division.  
600  
601                    5.143.3 If the faculty member(s) requesting the transfer meet(s) the minimum  
602                    qualifications, or the equivalent, for the position, a selection committee with a  
603                    maximum of five (5) members, composed of the Division Dean /administrator  
604                    serving as the chair and appropriate faculty, will hold an informal meeting with  
605                    the faculty member who has requested the transfer. Job expectations,  
606                    percent of assignment, and qualifications will be discussed at this meeting.  
607  
608                    5.143.4 The committee chair and faculty who have attended the meeting will vote by  
609                    secret ballot to either accept or reject the transfer applicant, before outside  
610                    candidates are interviewed. Once accepted, the candidate shall meet with the  
611                    District President, who shall make the final decision.  
612

613 5.143.5 The vacancy created by the transfer will be opened and posted in  
614 accordance with this section and Title 5 of the California Code of Regulations.  
615

616 5.154 PERSONNEL RECORDS  
617

618 5.154.1 Each employee has on file in the office of Human Resources an individual  
619 folder containing the record of employment, the initial application, the signed  
620 oath, transcripts, confidential references, minimum qualifications or credential  
621 information, evaluation reports, documents supporting step and class  
622 changes, a record of assignments and promotions, leave of absence records  
623 and correspondence pertinent to the above.  
624

625 5.154.2 When new non-routine material for a personnel folder is received in the  
626 Office of Human Resources, a copy is sent to the employee for whose file the  
627 material is intended unless the employee has already received a copy and  
628 has been informed of the right of reply. If the employee wishes to reply in  
629 writing to this communication, the reply is also placed in the personnel folder.  
630 Evaluation and the contents of evaluations are not subject to the grievance  
631 procedure except as to the actual effect.  
632

633 5.154.3 If the employee and the Vice President of Human Resources agree that new  
634 correspondence items are not relevant, such items may be given to the  
635 employee and not placed in the file. Where agreement is not reached and the  
636 item is included in the file, a covering letter may be placed in the file by the  
637 employee.  
638

639 5.154.4 The individual may see all the contents of the folder except the confidential  
640 references. The complete contents of the folder may be seen only by those  
641 persons with a "need to know," or those who have a responsibility in reaching  
642 a decision on the future status of the individual in the District, including  
643 members of grievance panels and personnel selection committees.  
644

645 Signed and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023.  
646

647 FOR THE COLLEGE DISTRICT

FOR THE ASSOCIATION

648  
649 \_\_\_\_\_  
650 \_\_\_\_\_  
651 \_\_\_\_\_  
652 \_\_\_\_\_  
653 \_\_\_\_\_  
654 \_\_\_\_\_  
655 \_\_\_\_\_  
656 \_\_\_\_\_