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**PROPOSAL FROM THE
PASADENA CITY COLLEGE FACULTY ASSOCIATION
TO THE
PASADENA AREA COMMUNITY COLLEGE DISTRICT**

February 16, 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.

5.2 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 results of class assessments according to mutually agreed upon established procedures. All faculty are responsible for assessing and reporting student

52 learning outcomes for all courses, including overload, summer, and
53 intersession. All full-time faculty members are expected to participate in the
54 development and submission of related reports and to integrate results of
55 assessments into comprehensive program review and annual updates.

56
57 5.4 GENERAL

58
59 Bargaining Unit members are responsible to:

60
61 5.4.1 Participate in a range of professional activities related to their assigned duties
62 each semester, including: Curriculum development and College governance,
63 if in **contract full-time** status; hiring committees and other District-sanctioned
64 committees; department meetings; participation in discipline specific
65 organizations (e.g., boards, advisory groups, etc., both internal and external);
66 grant writing or research and writing of an academic nature that benefits
67 teaching, learning, or counseling; serving on accreditation site teams; inter-
68 department collaboration projects; coordination with K-12 and other
69 institutions of higher learning; faculty mentoring; attendance at professional
70 conferences and trainings that benefit the functions of the District or teaching,
71 learning, or counseling; attending board meetings; advising student clubs;
72 community outreach, student recruitment efforts, public relations events for
73 the benefit of the District; and fundraising and soliciting donations for benefit
74 of the foundation or students clubs.

75
76 Members shall have the ability to determine the above professional
77 responsibilities in which they meet this obligation. Other activities that benefit
78 the District or college or that improve teaching, learning, or counseling shall
79 constitute professional responsibilities by mutual agreement between the Unit
80 Member and the immediate supervisor.

81
82 Overload and extra duty assignments do not relieve a full-time faculty
83 member of meeting professional responsibilities associated with their normal
84 load as set forth in this article.

85
86 5.4.2 Maintain currency in areas of specialization.

87
88 5.4.3 Perform those duties normally associated with his/her assignment.

89
90 5.5 NON-TEACHING FACULTY

91
92 5.5.1 The assignment of a full-time, non-teaching member of the unit shall be one
93 hundred seventy-six (176) duty days per fiscal year, thirty-five hours per
94 week, plus five (5) hours per week for professional growth and development,
95 College governance and other professional responsibilities.

96
97 The assignment of an eleven-month full-time, non-teaching member of the
98 unit shall be one hundred ninety-eight (198) days per fiscal year, thirty-five
99 hours per week, plus an additional five (5) hours per week for professional
100 growth and development, College governance and other professional
101 responsibilities.

102

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

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

5.6 TEACHING FACULTY – CREDIT COURSES

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

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

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

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

5.6.2 **All overload/hourly assignments are in excess of contractual obligations. 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 from Article 5.10.4 \(a and b\).\]](#)

5.6.3 CONFERENCE HOURS

5.6.3.1 Full-time unit members shall schedule their five and one half (5.5) student conference hours on no fewer than three (3) different days per week. Unit members on reduced load or reassignment shall

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

169 **Faculty will have the option to conduct up to 80% of their office**
170 **hours remotely.**
171

172 5.6.~~32~~.2 During the final examination period, required conference hours may
173 be scheduled in a pattern appropriate to the faculty member's final
174 examination schedule and student needs. A copy of the revised
175 office hours and final examination schedule shall be posted, and a
176 copy shall be submitted to the division dean.
177

178 5.6.~~43~~ Unless excepted by this Agreement, the classroom assignment for a full-time
179 instructor of credit classes shall be a minimum of thirty (30) lecture hour
180 equivalent (LHE) per year, with the general expectation of there being 15
181 LHE per semester. An LHE is based on one lecture hour per week for a full
182 semester (18 weeks). For a 16-week compressed academic calendar, the
183 actual hours of instruction or service shall be calculated at the rate of 1 LHE =
184 1.13 lecture hours.
185

186 5.6.~~43~~.1 Unless excepted by this Agreement, each hour designated in the
187 College Catalog as lecture shall be given credit as (1) LHE.
188

189 5.6.~~43~~.2 Unless excepted by this Agreement, each hour designated in the
190 College Catalog as laboratory shall be given credit as 0.75 LHE.
191

192 5.6.~~43~~.3 Unless excepted by this Agreement, each hour designated in the
193 College Catalog as activity shall be given credit as 0.87 LHE.
194

195 5.6.~~43~~.4 Each hour designated in the College Catalog as laboratory in a
196 Physical Education Activity course shall be given credit as 0.7143
197 LHE.
198

199 5.6.~~43~~.5 Each hour designated as field practice shall be given 0.200 LHE.
200

201 5.7 LOAD BALANCING
202

203 In the event that a faculty member's schedule is less than 100% of a full-time load in
204 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>
<u>Natural Science</u>	<u>1.0</u>	<u>1.0*</u>
<u>Nursing</u>	<u>1.0</u>	<u>1.0</u>
<u>Dental Hygiene</u>	<u>1.0</u>	<u>0.83</u>
<u>Dental Assistant</u>	<u>1.0</u>	<u>0.78</u>
<u>All others</u>	<u>1.0</u>	<u>0.75</u>

* 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.

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

256 **load is 18 LHE**, 17 hours of class preparation and grading, 5.5 hours of
257 student advisement, and 5.5 hours of college service. Therefore, **contract**
258 **full-time** faculty members spend 39.5 out of a 45-hour workweek, or 87.5%
259 of their load on comparable work to that of part-time faculty.

260
261 5.8.4 Part-time parity, therefore, is defined as 87.5% of the responsibilities of a
262 **contract-full-time** faculty member. Part-time faculty members are not
263 responsible for college service.

264
265 5.8.5 The Association and the District will conduct further negotiations to determine
266 how the parity percentage is applied to the various salary schedules on which
267 faculty are paid on an hourly basis, and how any increase in part-time salary
268 is computed in relation to the goal of parity.

269
270 Parity Formula – Parity formula shall be calculated on a full-time faculty
271 spending 39.5 hours per week out of 45 hours per week on comparable
272 duties as part-time faculty or 87.8% per week of their time on the same duties
273 as Part-Time Faculty. ($39.5/45=87.8\%$).

274
275 5.8.6 Office Hours – Part-time faculty will be paid for **eight (8) the following** office
276 hours per semester at the employee’s hourly rate **for each assigned lecture**
277 **hour:**

<u>Lecture Units</u>	<u>Office Hours</u>
<u>3 up to 5</u>	<u>8 hours</u>
<u>5 up to 8</u>	<u>10 hours</u>
<u>More than 8</u>	<u>12 hours</u>

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283
284 Scheduling of such office hours will be subject to the approval of the
285 applicable dean and listed on the course syllabus. Office hours will be held on
286 no less than four days, and no shorter than one-half hour per day. Office
287 hours will be considered as professional ancillary activities, and as such, will
288 not be counted for purposes of calculating eligibility for contract or regular
289 status under the Education Code. (See Educ. Code §§ 87482.5, 87884).

290
291 **Part-Time faculty will have the option to conduct their office hours**
292 **remotely synchronously. Conducting office hours remotely means that**
293 **part-time faculty are interacting live with students in a Zoom or other an**
294 **approved synchronous platform, in addition to interacting with students**
295 **via chat, text, or email.**

296 297 5.9 TEACHING FACULTY – NONCREDIT CLASSES

298
299 5.9.1 The full-time noncredit load shall be one hundred seventy-six (176) days per
300 fiscal year, forty-five (45) hours per week consisting of twenty-five (25)
301 teaching hours, twelve (12) preparation hours, four (4) office hours, and four
302 (4) hours for governance and/or professional development. First-year contract
303 (probationary) and temporary faculty shall have two (2) additional days of
304 assignment for orientation.

305
306 The eleven-month full-time non-credit load shall be one hundred ninety-eight

307 (198) days per fiscal year, forty-five (45) hours per week consisting of twenty-
308 five (25) teaching hours, twelve (12) preparation hours, four **(4)** office hours,
309 and four (4) hours for governance and/or professional development. First-
310 year contract (probationary) and temporary faculty shall have two (2)
311 additional days of assignment for orientation.
312

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

320 **Faculty will have the option to conduct up to 80% of their 5.5 office**
321 **hours remotely.**
322

323 5.9.2 A minimum of thirty (30) hours of the weekly assignment shall be scheduled.
324 This requirement shall include travel time between two sites when teaching
325 assignments for a given day are on more than one campus.
326

327 5.9.3 **All overload/hourly assignments are in excess of contractual**
328 **obligations. Except for the welfare of the College, no contract or regular**
329 **faculty member shall have a total overload or hourly assignment**
330 **exceeding an average of nine (9) hours per week in any semester,**
331 **unless a single assignment exceeds this amount. Exceptions to the**
332 **nine (9) hour assignment must be recommended by the Division Dean**
333 **and approved by the Vice President for Instruction.**
334 **[Moved from Article 5.10.4 (a and b).]**
335

336 **5.9.4** Those affected employees on less than 100% ~~contract~~ assignment shall
337 serve the pro rata hours to those in sections 5.5.1 and 5.5.2.
338

339 5.10 CLASS SCHEDULES **INSTRUCTIONAL**

340

341 5.10.1 In establishing class schedules, Division Deans shall attempt to achieve
342 schedules that equitably distribute the number of class preparations that
343 faculty members must do for lecture or laboratory classes. The District will
344 make a reasonable effort to establish assignments requiring no more than
345 three (3) preparations.
346

347 5.10.2 To the fullest extent practicable, Division Deans shall solicit and consider
348 faculty requests prior to establishing both the proposed and final class
349 schedules. Additional consultation with affected faculty shall be attempted
350 whenever schedule changes must be made after publication of the final class
351 schedule.
352

353 5.10.3 The District may permit the scheduling of classes or assignments in less than
354 a five-day period when such scheduling is appropriate and in the best interest
355 of the instructional program and is requested by the faculty member.
356

357 5.10.4 When establishing Intersessions and hourly/daily teaching schedules,

358 Division Deans shall consider the qualifications, training and experience of
359 the persons available to teach a class, **and among instructors for whom**
360 **these factors are substantially equal, contract instructors shall receive**
361 **preference for such assignments** and reasonable attempts shall be made
362 to equitably distribute such assignments.

363 **[This interferes with management's right of assignment. PERB has recognized that**
364 **direction of work force and determination of what work is to be performed by**
365 **employees is a managerial prerogative, at the core of managerial control, and not**
366 **subject to bargaining. (Davis Joint Unified School District (1984) PERB Decision No.**
367 **393; Trustees of the California State University (2006) PERB Dec. No.1853.) PERB**
368 **has further rejected union proposals which serve to give the union a role in**
369 **assigning work, holding that it is at the core of managerial control. (Davis Joint**
370 **Unified School District (1984) PERB Decision No. 393.)]**

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

373
374
375 ~~**b. Except for the welfare of the College, no contract or regular**~~
376 ~~**faculty member shall have a total overload or hourly assignment**~~
377 ~~**exceeding an average of nine (9) hours per week in any**~~
378 ~~**semester, unless a single assignment exceeds this amount.**~~
379 ~~**Exceptions to the nine (9) hour assignment must be**~~
380 ~~**recommended by the Division Dean and approved by the Vice**~~
381 ~~**President for Instruction.**~~

382 **[Moved to Article 5.6.2 and 5.9.3 above.]**

383
384 ~~**c. Intercession teaching assignments may not exceed the semester**~~
385 ~~**equivalent to eleven (11) hours per week 67% of a full-time faculty**~~
386 ~~**member's load during the primary term (Fall/Spring) unless**~~
387 ~~**approved by the Vice-President of Instruction.**~~

388
389 ~~**bd.**~~ Intercession Hourly Paid Faculty – Credit and Non-credit. Payment for
390 Board- approved or legal holidays is authorized for each
391 Intercession's credit classes if these classes would normally be
392 scheduled on those days. In any case the maximum number of hours
393 to be contracted will be equivalent to the hours per week the class
394 would meet in a regular semester. Payment for the July 4 holiday is
395 authorized for non-credit classes if those classes would normally be
396 scheduled on that day.

397
398 5.10.5 The District will make an effort to avoid faculty schedules that include
399 consecutive late night and early morning class assignments or early morning
400 and late night assignments on the same day.

401
402 5.10.6 The assignment of independent study students to unit members will be on a
403 completely voluntary basis.

404
405 **5.11 SCHEDULING NON-INSTRUCTIONAL**

406

407 **5.11.1 In establishing schedules, Division Deans shall attempt to achieve**
408 **schedules that equitably distribute the number of service hours that non-**
409 **teaching faculty members must do to meet their load.**

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

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

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

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

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

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

430 431 **5.124 CLASS SIZE**

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

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

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

448 449 **5.124.2 LARGE GROUP INSTRUCTION ("LGI")**

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

455
456 5.124.2.2 Assignments to LGI classes will be subject to the following
457 conditions:

458
459 a. Assignment is voluntary. At the time of schedule building,
460 Division Deans solicit and consider faculty requests to teach
461 LGI sections as well as room availability and student demand.
462 Once the schedule has been established, the Division Dean, in
463 consultation with faculty members, may convert sections to
464 LGI format based on student demand and room availability.
465 LGI offerings are subject to approval of the Vice President of
466 Instruction or designee. For a section to be eligible for LGI
467 compensation, the Vice President of Instruction or designee,
468 Division Dean, and faculty member must sign the appropriate
469 form.

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

477
478 110% to 150% of NCN = \$900 stipend 151% to 200% of NCN
479 = \$1800 stipend 201% to 250% of NCN = \$2700 stipend 251%
480 to 300% of NCN = \$3600 stipend 301% to 350% of NCN =
481 \$4500 stipend 351% and above = \$5400 stipend

482
483 For example, if the NCN is 50, a full-time instructor would
484 receive a stipend of \$1800 if the class size were 100 students,
485 \$3600 if the class size were 150 students, and \$5400 if the
486 class size were 200 students.

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

490
491 133% to 199% of NCN = 3 hours/week
492 200% to 299% of NCN = 6 hours/week
493 300% and above = 9 hours/week

494
495 **5.132 FLEXIBLE CALENDAR PROGRAM**

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

503
504 **5.132.1 FLEX ADVISORY COMMITTEE**

505
506 1. The FLEX Advisory Committee, a sub-committee of the College
507 Council Professional Development Committee, will plan, implement,
508 and assess activities for on-campus professional development (FLEX)

509 days.

510

511 2. One Faculty Association Executive Board member will be a member
512 of the FLEX Advisory Committee.

513

514 5.132.2 FLEX OBLIGATION

515

516 1. Full-time faculty obligation is 12 hours (2 days) of FLEX. **The Fall**
517 **FLEX Day will be the first business day prior to the start of Fall**
518 **classes . The Spring FLEX day may be scheduled on the first**
519 **business day prior to the start of Spring classes or another day**
520 **during the Spring Semester if approved by the Board based upon**
521 **the recommendation of the calendar committee.** Full-time faculty
522 may fulfill **the remainder of** their annual FLEX obligation by one of
523 two methods:

524

525 a. Attending the scheduled on-campus FLEX Days:

526 **i. The Fall FLEX Day will be the first business day**
527 **prior to the start of the Fall classes.**

528 **ii. One day will be scheduled during the 4th week of**
529 **Spring, unless recommended otherwise by the**
530 **Calendar Committee.**

531

OR

532

533 b. Completing equivalent flexible (in-lieu) FLEX hours equal to
534 the annual obligation as listed in the most recent Guidelines
535 for the Implementation of the Flexible Calendar Program
536 (currently April 2007 [NOTE: pages 15 – 19]) and Title 5
537 section 55726. A list of such activities will be made available in
538 the college's FLEX guidelines.

539

540 2. The obligation for faculty on reduced workloads is twelve (12) hours
541 multiplied by the faculty member's percent teaching load. Completion
542 of activities referenced in 1.2.1a and b above shall fulfill FLEX
543 requirements for faculty on reduced workloads.

544

545 3. Hourly Faculty (part-time and full-time overload):

546

547 a. **Hourly faculty shall have a FLEX obligation equivalent to**
548 **their relative load on the day of the FLEX, as reflected by**
549 **their schedule.**

550

551 **b.** Hourly faculty who work on a scheduled FLEX Day may fulfill
552 their FLEX obligation by:

553

554 i. attending FLEX Day for the same number of hours they
555 are scheduled to teach on that day or,

556

557 ii. completing equivalent flexible (in-lieu) FLEX hours
558 equal to the hours they are scheduled to teach on any
559 scheduled FLEX Day during the academic year.

- 560
561 **cb.** Hourly faculty who fulfill 5.12.2.3.a or b will be paid as if they
562 had taught that day.
563
564 **de.** Hourly faculty who are not scheduled to teach have no FLEX
565 obligation, but may participate voluntarily without
566 compensation.
567
568 **ed.** FLEX Day activities will be offered for faculty who normally
569 teach in the evening.
570

571 5.132.3 FLEX OBLIGATION TRACKING
572

- 573 a. Employees will be compensated for the FLEX obligation hours stated
574 in as part of their normal pay cycle. Note that this is not extra
575 compensation, but part of a faculty's load.
576
577 b. It is the responsibility of the individual faculty member to track and
578 report FLEX participation. Participation in on-campus FLEX days and
579 in-lieu activities will be tracked by each faculty member in accordance
580 with PCC's FLEX guidelines.
581
582 c. Faculty who facilitate a professional development event that has been
583 approved by the FLEX advisory committee or Professional
584 Development standing committee will receive double FLEX credit (e.g. a
585 2-hour workshop will count as 4 hours of FLEX credit).
586
587 d. Faculty who develop a professional development event that has been
588 approved by the FLEX advisory committee or Professional
589 Development standing committee will receive triple FLEX credit (e.g. a
590 2-hour workshop will count as 6 hours of FLEX credit) the first time
591 the event is offered.
592

593 5.143 TRANSFER
594

595 5.143.1 At the same time an authorized faculty position is opened, the office of
596 Human Resources shall notify each regular faculty member by email. Regular
597 faculty members will have ten (10) work days from the date of notice to file a
598 request for transfer to the division.
599

600 5.143.2 Upon receipt of a request, the Office of Human Resources shall notify the
601 affected division.
602

603 5.143.3 If the faculty member(s) requesting the transfer meet(s) the minimum
604 qualifications, or the equivalent, for the position, a selection committee with a
605 maximum of five (5) members, composed of the Division Dean /administrator
606 serving as the chair and appropriate faculty, will hold an informal meeting with
607 the faculty member who has requested the transfer. Job expectations,
608 percent of assignment, and qualifications will be discussed at this meeting.
609

610 5.143.4 The committee chair and faculty who have attended the meeting will vote by

secret ballot to either accept or reject the transfer applicant, before outside candidates are interviewed. Once accepted, the candidate shall meet with the District President, who shall make the final decision.

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

5.154 PERSONNEL RECORDS

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

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

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

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

Signed and entered into this _____ day of _____, 2023.

FOR THE COLLEGE DISTRICT

FOR THE ASSOCIATION

