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**PROPOSAL FROM THE
PASADENA CITY COLLEGE FACULTY ASSOCIATION
TO THE
PASADENA AREA COMMUNITY COLLEGE DISTRICT
November 17, 2022**

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 ~~academic year~~ will be the first business day prior to the start of Fall classes.

[From 5.6.1, as modified.]

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.

52 5.3.3 Participate in the assessment of student learning outcomes and to report the
53 results of class assessments according to mutually agreed upon established
54 procedures. All faculty are responsible for assessing and reporting student
55 learning outcomes for all courses, including overload, summer, and
56 intersession. All full-time faculty members are expected to participate in the
57 development and submission of related reports and to integrate results of
58 assessments into comprehensive program review and annual updates.

59
60 5.4 GENERAL

61 Bargaining Unit members are responsible to:

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

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

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

88
89 5.4.2 Maintain currency in areas of specialization.

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

92
93 5.5 NON-TEACHING FACULTY

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

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

103 growth and development, College governance and other professional
104 responsibilities.

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

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

114 115 5.6 TEACHING FACULTY – CREDIT COURSES

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

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

125 [\[Moved to 5.1.3, as modified.\]](#)

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

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

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

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

151 [\[Moved from Article 5.10.4 \(a and b\).\]](#)

152 153 5.6.3 CONFERENCE HOURS

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5.6.~~32~~.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 have their conference hours reduced by a percentage equivalent to their reassignment or reduction in load. Unit members on reduced load shall schedule student conference hours on no fewer days than one less than the number of required conference hours. Conference hours will be held between the hours of 6:00 a.m. and 10:00 p.m. unless otherwise approved by the Division Dean. No single conference period shall be less than thirty (30) minutes in length. Conference hours will not be scheduled between 12:00 p.m. and 1:00 p.m. on Tuesdays or Thursdays and will not be scheduled to conflict with the instructor's class assignments. Conference hours shall be held in the unit member's office, a laboratory facility readily accessible to students, or other location approved by the unit member's immediate supervisor and based on a schedule posted no later than the first Monday following the opening of a semester.

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

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

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

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

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

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

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

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

205 5.7 LOAD BALANCING

206
207 In the event that a faculty member’s schedule is less than 100% of a full-time load in
208 a primary term, that faculty member shall either: 1) be scheduled for an additional
209 class or assignment during the primary term and paid at their hourly/overload rate for
210 hours in excess of 100% of a full-time load; or 2) be assigned additional classes or
211 assignments to balance teaching loads across both terms (Fall & Spring semester) to
212 equal 100% of an annual full-time load. Hours in excess of 100% of a full-time load
213 shall be paid at the faculty member’s hourly/overload rate; or 3) if the faculty member
214 refuses to be assigned overload in either semester, the faculty member shall receive
215 a pro-rata pay reduction for the amount below 100% of an annual full-time load for
216 the academic year.

217
218 5.7.1 The classroom assignment for a full-time instructor of credit classes in a block
219 program shall be twenty (20) hours per week. A “block program” is an
220 occupational program which generally involves both lecture and laboratory
221 components, and is generally offered in 4-hour blocks.

222
223 5.7.2 The determination of classroom assignments for a full-time instructor of credit
224 classes in ~~those the~~ divisions ~~below shall, which~~ have ~~a practice of the~~
225 ~~following lab to lecture ratio leveling assignments based on lecture and~~
226 ~~laboratory components and also on class size in lecture sections, such~~
227 ~~as Natural Sciences.;~~

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

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

238
239 5.7.3 The determination of classroom assignments for a full-time instructor of credit
240 classes in an open-lab environment in those divisions which have established
241 such an environment shall be continued. An “open-lab” environment is one in
242 which, though there may be some group instruction, the primary role of the
243 instructor is to provide direction and assistance on an individual basis.

244
245 5.8 PART-TIME FACULTY – CREDIT COURSES

246
247 5.8.1 Part-time faculty should be paid comparable to contract full-time faculty for
248 the same responsibilities. Achieving the goal of comparable pay for
249 comparable work means that the District has reached parity. In years where
250 faculty receive increases, the parties agree in negotiations to work towards
251 parity by ensuring that part-time faculty receive a higher percentage increase
252 than full-time faculty.

253
254 5.8.2 Comparable work for contract full-time and part-time faculty is defined as
255 classroom teaching, class preparation and grading, advising students, and

256 assessment work.

257

258 5.8.3 A **contract full-time** faculty weekly teaching load is defined as 17 **LHE hours**
259 **of classroom teaching, except in Natural Sciences where the weekly**
260 **load is 18 LHE**, 17 hours of class preparation and grading, 5.5 hours of
261 student advisement, and 5.5 hours of college service. Therefore, **contract**
262 **full-time** faculty members spend 39.5 out of a 45-hour workweek, or 87.5%
263 of their load on comparable work to that of part-time faculty.

264

265 5.8.4 Part-time parity, therefore, is defined as 87.5% of the responsibilities of a
266 **contract full-time** faculty member. Part-time faculty members are not
267 responsible for college service.

268

269 5.8.5 The Association and the District will conduct further negotiations to determine
270 how the parity percentage is applied to the various salary schedules on which
271 faculty are paid on an hourly basis, and how any increase in part-time salary
272 is computed in relation to the goal of parity.

273

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

278

279 5.8.6 Office Hours – Part-time faculty will be paid for **eight (8) the following** office
280 hours per semester at the employee’s hourly rate **for each assigned lecture**
281 **hour:**

282

283 **Lecture Units**
284 **3 up to 5**
285 **5 up to 8**
286 **More than 8**

287

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

294

295 **Part-Time faculty will have the option to conduct their office hours**
296 **remotely.**

297

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

300

301 5.9 TEACHING FACULTY – NONCREDIT CLASSES

302

303 5.9.1 The full-time noncredit load shall be one hundred seventy-six (176) days per
304 fiscal year, forty-five (45) hours per week consisting of **twenty five (25)**
305 **twenty-three (23)** teaching hours, **twelve (12)** **thirteen (13)** preparation
306 hours, four **(4)** office hours, and **four (4)** **five (5)** hours for governance and/or

307 professional development. First-year contract (probationary) and temporary
308 faculty shall have two (2) additional days of assignment for orientation.

309
310 The eleven-month full-time non-credit load shall be one hundred ninety-eight
311 (198) days per fiscal year, forty-five (45) hours per week consisting of twenty-
312 five (25) teaching hours, twelve (12) preparation hours, four **(4)** office hours,
313 and four (4) hours for governance and/or professional development. First-
314 year contract (probationary) and temporary faculty shall have two (2)
315 additional days of assignment for orientation.

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

323
324 **Faculty will have the option to conduct up to 80% of their 5-5 office**
325 **hours remotely.**

326
327 5.9.2 A minimum of thirty (30) hours of the weekly assignment shall be scheduled.
328 This requirement shall include travel time between two sites when teaching
329 assignments for a given day are on more than one campus.

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

339
340 **5.9.4** Those affected employees on less than 100% **contract** assignment shall
341 serve the pro rata hours to those in sections 5.5.1 and 5.5.2.

342
343 5.10 CLASS SCHEDULES **INSTRUCTIONAL**

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

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

356
357 5.10.3 The District may permit the scheduling of classes or assignments in less than

358 a five-day period when such scheduling is appropriate and in the best interest
359 of the instructional program and is requested by the faculty member.

360
361 5.10.4 When establishing Intersessions **and hourly/daily**-teaching schedules,
362 Division Deans shall consider the qualifications, training and experience of
363 the persons available to teach a class, **and among instructors for whom**
364 **these factors are substantially equal, contract instructors shall receive**
365 **preference for such assignments** and reasonable attempts shall be made
366 to equitably distribute such assignments.

367
368 a. ~~All overload/hourly assignments are in excess of contractual~~
369 ~~obligations.~~

370
371 b. ~~Except for the welfare of the College, no contract or regular~~
372 ~~faculty member shall have a total overload or hourly assignment~~
373 ~~exceeding an average of nine (9) hours per week in any~~
374 ~~semester, unless a single assignment exceeds this amount.~~
375 ~~Exceptions to the nine (9) hour assignment must be~~
376 ~~recommended by the Division Dean and approved by the Vice~~
377 ~~President for Instruction.~~

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

379
380 c. ~~Intersession teaching assignments may not exceed the semester~~
381 ~~equivalent to eleven (11) hours per week 67% of a full-time faculty~~
382 ~~member's load during the primary term (Fall/Spring) unless~~
383 ~~approved by the Vice-President of Instruction.~~

384
385 **bd.** Intersession Hourly Paid Faculty – Credit and Non-credit. Payment for
386 Board- approved or legal holidays is authorized for each
387 Intersession's credit classes if these classes would normally be
388 scheduled on those days. In any case the maximum number of hours
389 to be contracted will be equivalent to the hours per week the class
390 would meet in a regular semester. Payment for the July 4 holiday is
391 authorized for non-credit classes if those classes would normally be
392 scheduled on that day.

393
394 5.10.5 The District will make an effort to avoid faculty schedules that include
395 consecutive late night and early morning class assignments or early morning
396 and late night assignments on the same day.

397
398 5.10.6 The assignment of independent study students to unit members will be on a
399 completely voluntary basis.

400 **5.11 SCHEDULING NON-INSTRUCTIONAL**

401
402 **5.11.1 In establishing schedules, Division Deans shall attempt to achieve**
403 **schedules that equitably distribute the number of service hours that non-**
404 **teaching faculty members must do to meet their load.**

405
406 **Division Deans shall solicit and consider faculty requests prior to**
407 **establishing the proposed and final service schedules.**
408

409
410 **b. The district may permit the scheduling of service hours in less than a**
411 **five-day period when such scheduling is appropriate and in the best**
412 **interest of the instructional program and is requested by the faculty**
413 **member with the Deans approval.**
414

415 **c. The District may permit the scheduling of service hours remotely**
416 **for 2 1 or more scheduled days of service if requested by the faculty**
417 **member with the Dean's approval.**
418

419 **5.11.2 Schedule Change. Any changes to a non-instructional faculty's schedule**
420 **(beginning and ending times) can only occur if the District gives the faculty**
421 **member reasonable advance ~~ten (10) calendar days'~~ notice under the**
422 **circumstances.**
423

424 5.124 CLASS SIZE
425

426 5.124.1 Classes may be canceled due to insufficient enrollment at the discretion of
427 the Division Dean (in accordance with the Vice President of Instruction) and
428 in accordance with Office of Instruction current practices.
429

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

439 An effort will be made in the hospital clinical setting in the registered nurse
440 program to reduce the student- faculty ratio from 12:1 to 10:1.
441

442 5.124.2 LARGE GROUP INSTRUCTION ("LGI")
443

444 5.124.2.1 The District may, at its discretion, offer course sections in a Large
445 Group Instruction (LGI) format with closing numbers that exceed the
446 Normal Closing Number (NCN) for the course as maintained in the
447 college's curriculum inventory.
448

449 5.124.2.2 Assignments to LGI classes will be subject to the following
450 conditions:
451

- 452 a. Assignment is voluntary. At the time of schedule building,
453 Division Deans solicit and consider faculty requests to teach
454 LGI sections as well as room availability and student demand.
455 Once the schedule has been established, the Division Dean, in
456 consultation with faculty members, may convert sections to
457 LGI format based on student demand and room availability.
458 LGI offerings are subject to approval of the Vice President of
459 Instruction or designee. For a section to be eligible for LGI

460 compensation, the Vice President of Instruction or designee,
461 Division Dean, and faculty member must sign the appropriate
462 form.

463
464
465 b. Instructors of LGI classes will receive additional compensation
466 in the form of a stipend. The stipend will be based upon the
467 total student enrollment, at the census date, compared to the
468 normal class closing number (NCN), expressed as a
469 percentage, as described below:

470
471 110% to 150% of NCN = \$900 stipend 151% to 200% of NCN
472 = \$1800 stipend 201% to 250% of NCN = \$2700 stipend 251%
473 to 300% of NCN = \$3600 stipend 301% to 350% of NCN =
474 \$4500 stipend 351% and above = \$5400 stipend
475

476 For example, if the NCN is 50, a full-time instructor would
477 receive a stipend of \$1800 if the class size were 100 students,
478 \$3600 if the class size were 150 students, and \$5400 if the
479 class size were 200 students.

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

483
484 133% to 199% of NCN = 3 hours/week
485 200% to 299% of NCN = 6 hours/week
486 300% and above = 9 hours/week
487

488 5.132 FLEXIBLE CALENDAR PROGRAM

489
490 A flexible calendar program consists of the replacement of instruction time (i.e. flex)
491 that can be taken within the academic calendar for professional development. The
492 Calendar Committee will recommend a calendar with the scheduled FLEX days per
493 year not to exceed (2) days in total. These days can be taken as a full workday or
494 incrementally until the total number of hours accumulate to meet the employee's
495 FLEX obligation.
496

497 5.132.1 FLEX ADVISORY COMMITTEE

- 498
499 1. The FLEX Advisory Committee, a sub-committee of the College
500 Council Professional Development Committee, will plan, implement,
501 and assess activities for on-campus professional development (FLEX)
502 days.
503
504 2. One Faculty Association Executive Board member will be a member
505 of the FLEX Advisory Committee.
506

507 5.132.2 FLEX OBLIGATION

- 508
509 1. Full-time faculty obligation is 12 hours (2 days) of FLEX. **The Fall**
510 **FLEX Day will be the first business day prior to the start of Fall**

511 **classes . The Spring FLEX day may be scheduled on the first**
512 **business day prior to the start of Spring classes or another-a day**
513 **during the Spring Semester ifas approved by the calendar**
514 **committee. Unit members must attend both FLEX day as part of**
515 **their faculty obligations.** Full-time faculty **who are unable to attend**
516 **one or both FLEX days due to an excused and documented**
517 **reason** may fulfill **the remainder** their annual FLEX obligation by **one**
518 **of two methods: a. Attending the following scheduled on-**
519 **campus FLEX Day**

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

522 **ii. One day will be scheduled during the 4th week of**
523 **Spring, unless recommended otherwise by the**
524 **Calendar Committee.**

525 **OR**

526 **b. C** completing equivalent flexible (in-lieu) FLEX hours equal to
527 the annual obligation as listed in the most recent Guidelines
528 for the Implementation of the Flexible Calendar Program
529 (currently April 2007 [NOTE: pages 15 – 19]) and Title 5
530 section 55726. A list of such activities will be made available in
531 the college's FLEX guidelines.

532
533 2. The obligation for faculty on reduced workloads is twelve (12) hours
534 multiplied by the faculty member's percent teaching load. Completion
535 of activities referenced in 1.2.1a and b above shall fulfill FLEX
536 requirements for faculty on reduced workloads.

537
538 3. Hourly Faculty (part-time and full-time overload):

539
540 **a. Hourly faculty shall have a FLEX obligation equivalent to**
541 **their relative load on the day of the FLEX, as reflected by**
542 **their schedule.**

543
544 **b.** Hourly faculty who work on a scheduled FLEX Day may fulfill
545 their FLEX obligation by:

546
547 i. attending FLEX Day for the same number of hours they
548 are scheduled to teach on that day or,

549
550 ii. completing equivalent flexible (in-lieu) FLEX hours
551 equal to the hours they are scheduled to teach on any
552 scheduled FLEX Day during the academic year.

553
554 **cb.** Hourly faculty who fulfill 5.12.2.3.a or b will be paid as if they
555 had taught that day.

556
557 **de.** Hourly faculty who are not scheduled to teach have no FLEX
558 obligation, but may participate voluntarily without
559 compensation.

560
561 **ed.** FLEX Day activities will be offered for faculty who normally

562 teach in the evening.

563
564 5.132.3 FLEX OBLIGATION TRACKING
565

- 566 a. Employees will be compensated for the FLEX obligation hours stated
567 in as part of their normal pay cycle. Note that this is not extra
568 compensation, but part of a faculty's load.
569
- 570 b. It is the responsibility of the individual faculty member to track and
571 report FLEX participation. Participation in on-campus FLEX days and
572 in-lieu activities will be tracked by each faculty member in accordance
573 with PCC's FLEX guidelines.
574
- 575 c. Faculty who facilitate a professional development event that has been
576 approved by the FLEX advisory committee or Professional
577 Development standing committee will receive double FLEX credit (e.g. a
578 2-hour workshop will count as 4 hours of FLEX credit).
579
- 580 d. Faculty who develop a professional development event that has been
581 approved by the FLEX advisory committee or Professional
582 Development standing committee will receive triple FLEX credit (e.g. a
583 2-hour workshop will count as 6 hours of FLEX credit) the first time
584 the event is offered.
585

586 5.143 TRANSFER
587

588 5.143.1 At the same time an authorized faculty position is opened, the office of
589 Human Resources shall notify each regular faculty member by email. Regular
590 faculty members will have ten (10) work days from the date of notice to file a
591 request for transfer to the division.
592

593 5.143.2 Upon receipt of a request, the Office of Human Resources shall notify the
594 affected division.
595

596 5.143.3 If the faculty member(s) requesting the transfer meet(s) the minimum
597 qualifications, or the equivalent, for the position, a selection committee with a
598 maximum of five (5) members, composed of the Division Dean /administrator
599 serving as the chair and appropriate faculty, will hold an informal meeting with
600 the faculty member who has requested the transfer. Job expectations,
601 percent of assignment, and qualifications will be discussed at this meeting.
602

603 5.143.4 The committee chair and faculty who have attended the meeting will vote by
604 secret ballot to either accept or reject the transfer applicant, before outside
605 candidates are interviewed. Once accepted, the candidate shall meet with the
606 District President, who shall make the final decision.
607

608 5.143.5 The vacancy created by the transfer will be opened and posted in
609 accordance with this section and Title 5 of the California Code of Regulations.
610

611 5.154 PERSONNEL RECORDS
612

613 5.154.1 Each employee has on file in the office of Human Resources an individual
614 folder containing the record of employment, the initial application, the signed
615 oath, transcripts, confidential references, minimum qualifications or credential
616 information, evaluation reports, documents supporting step and class
617 changes, a record of assignments and promotions, leave of absence records
618 and correspondence pertinent to the above.

619
620 5.154.2 When new non-routine material for a personnel folder is received in the
621 Office of Human Resources, a copy is sent to the employee for whose file the
622 material is intended unless the employee has already received a copy and
623 has been informed of the right of reply. If the employee wishes to reply in
624 writing to this communication, the reply is also placed in the personnel folder.
625 Evaluation and the contents of evaluations are not subject to the grievance
626 procedure except as to the actual effect.

627
628 5.154.3 If the employee and the Vice President of Human Resources agree that new
629 correspondence items are not relevant, such items may be given to the
630 employee and not placed in the file. Where agreement is not reached and the
631 item is included in the file, a covering letter may be placed in the file by the
632 employee.

633
634 5.154.4 The individual may see all the contents of the folder except the confidential
635 references. The complete contents of the folder may be seen only by those
636 persons with a "need to know," or those who have a responsibility in reaching
637 a decision on the future status of the individual in the District, including
638 members of grievance panels and personnel selection committees.

639
640 Signed and entered into this _____ day of _____, 2022.

641
642 FOR THE COLLEGE DISTRICT

FOR THE ASSOCIATION

643 _____

644 _____

645 _____

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