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**PROPOSAL FROM THE  
PASADENA CITY COLLEGE FACULTY ASSOCIATION  
TO THE  
PASADENA AREA COMMUNITY COLLEGE DISTRICT TO THE  
December 8, 2022**

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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:

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27

**ARTICLE 5  
WORKING CONDITIONS**

28  
29

5.1 CLASS OR STATION ASSIGNMENTS

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

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39

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

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45

**5.1.3 The first duty day of the academic year for instructional faculty will be the first business day prior to the start of Fall classes.**

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51

**[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>
<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>

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229  
230  
231  
232  
233  
234  
235  
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

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

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 **[This inadvertently did not get adjusted for the compressed calendar and  
310 should actually be 28 teaching hours, not 25. The District is not willing to now  
311 reduce it to 23.]**

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

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

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

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

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

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

345  
346 5.10 CLASS SCHEDULES **INSTRUCTIONAL**

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

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

358 schedule.

359

360 5.10.3 The District may permit the scheduling of classes or assignments in less than  
361 a five-day period when such scheduling is appropriate and in the best interest  
362 of the instructional program and is requested by the faculty member.

363

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

370

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

373

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

381 [Moved to Article 5.6.2 and 5.9.3 above.]

382

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

387

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

396

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

400

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

403

## 404 5.11 SCHEDULING NON-INSTRUCTIONAL

405

406 5.11.1 In establishing schedules, Division Deans shall attempt to achieve  
407 schedules that equitably distribute the number of service hours that non-  
408 teaching faculty members must do to meet their load.



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

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

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

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

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

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

429  
430 **5.124 CLASS SIZE**

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

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

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

447  
448 **5.124.2 LARGE GROUP INSTRUCTION ("LGI")**

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

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

- 457  
458 a. Assignment is voluntary. At the time of schedule building,  
459 Division Deans solicit and consider faculty requests to teach

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

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

476  
477 110% to 150% of NCN = \$900 stipend 151% to 200% of NCN  
478 = \$1800 stipend 201% to 250% of NCN = \$2700 stipend 251%  
479 to 300% of NCN = \$3600 stipend 301% to 350% of NCN =  
480 \$4500 stipend 351% and above = \$5400 stipend

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

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

489  
490 133% to 199% of NCN = 3 hours/week  
491 200% to 299% of NCN = 6 hours/week  
492 300% and above = 9 hours/week

493  
494 **5.132 FLEXIBLE CALENDAR PROGRAM**

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

502  
503 **5.132.1 FLEX ADVISORY COMMITTEE**

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

of the FLEX Advisory Committee.

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 calendar committee. Unit members must attend the Fall FLEX day as part of their faculty obligations.** Full-time faculty may fulfill **the remainder of** their annual FLEX obligation by one of two methods:

a. Attending the **following** scheduled on-campus **Spring**-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

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.  
585 a 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  
611 secret ballot to either accept or reject the transfer applicant, before outside  
612 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 \_\_\_\_\_, 2022.

FOR THE COLLEGE DISTRICT

FOR THE ASSOCIATION

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