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**PROPOSAL FROM THE  
PASADENA AREA COMMUNITY COLLEGE DISTRICT TO THE  
PASADENA CITY COLLEGE FACULTY ASSOCIATION  
March 20, 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 learning outcomes for all courses, including overload, summer, and intersession. All full-time faculty members are expected to participate in the

52 development and submission of related reports and to integrate results of  
53 assessments into comprehensive program review and annual updates.

54  
55 5.4 GENERAL

56  
57 Bargaining Unit members are responsible to:

58  
59 5.4.1 Participate in a range of professional activities related to their assigned duties  
60 each semester, including: Curriculum development and College governance,  
61 if in ~~contract full-time~~ status; hiring committees and other District-sanctioned  
62 committees; department meetings; participation in discipline specific  
63 organizations (e.g., boards, advisory groups, etc., both internal and external);  
64 grant writing or research and writing of an academic nature that benefits  
65 teaching, learning, or counseling; serving on accreditation site teams; inter-  
66 department collaboration projects; coordination with K-12 and other  
67 institutions of higher learning; faculty mentoring; attendance at professional  
68 conferences and trainings that benefit the functions of the District or teaching,  
69 learning, or counseling; attending board meetings; advising student clubs;  
70 community outreach, student recruitment efforts, public relations events for  
71 the benefit of the District; and fundraising and soliciting donations for benefit  
72 of the foundation or students clubs.

73  
74 Members shall have the ability to determine the above professional  
75 responsibilities in which they meet this obligation. Other activities that benefit  
76 the District or college or that improve teaching, learning, or counseling shall  
77 constitute professional responsibilities by mutual agreement between the Unit  
78 Member and the immediate supervisor.

79  
80 Overload and extra duty assignments do not relieve a full-time faculty  
81 member of meeting professional responsibilities associated with their normal  
82 load as set forth in this article.

83  
84 5.4.2 Maintain currency in areas of specialization.

85  
86 5.4.3 Perform those duties normally associated with his/her assignment.

87  
88 5.5 NON-TEACHING FACULTY

89  
90 5.5.1 The assignment of a full-time, non-teaching member of the unit shall be one  
91 hundred seventy-six (176) duty days per fiscal year, thirty-five hours per  
92 week, plus five (5) hours per week for professional growth and development,  
93 College governance and other professional responsibilities.

94  
95 The assignment of an eleven-month full-time, non-teaching member of the  
96 unit shall be one hundred ninety-eight (198) days per fiscal year, thirty-five  
97 hours per week, plus an additional five (5) hours per week for professional  
98 growth and development, College governance and other professional  
99 responsibilities.

100  
101 The assignment of a twelve-month full-time, non-teaching member of the unit  
102 shall be two-hundred-twenty (220) days per fiscal year, thirty-five hours per

103 week, plus an additional five hours per week for professional growth and  
104 development, College governance and other professional responsibilities.

- 105  
106 5.5.2 The non-teaching assignment of a non-teaching member of the unit who has  
107 a classroom assignment shall be reduced by an amount proportional to the  
108 percent of full-time teaching assignment of the classroom assignment.

109  
110 5.6 TEACHING FACULTY – CREDIT COURSES

- 111  
112 5.6.1 The assignment for a full-time, classroom instructor of credit classes shall be  
113 one hundred seventy-six (176) duty days per fiscal year, thirty-four (34) hours  
114 per week consisting of a combination of in-class teaching and preparation for  
115 teaching, plus five and one half (5.5) hours of additional time for student  
116 conferences, plus five and one half (5.5) hours for professional growth and  
117 development, College governance and other professional responsibilities.  
118 The first duty day will be the first business day prior to the start of the Fall  
119 classes.

120  
121 The assignment for an eleven-month full-time, classroom instructor shall be  
122 one hundred ninety-eight (198) days per fiscal year, thirty-four (34) hours per  
123 week consisting of a combination of in-class teaching and preparation for  
124 teaching, plus five and one half (5.5) hours of additional time for student  
125 conferences, plus five and one half (5.5) hours for professional growth and  
126 development, College governance and other professional responsibilities.

127  
128 The assignment of a twelve-month full-time, classroom instructor shall be  
129 two-hundred- twenty days (220) days per fiscal year, thirty-four (34) hours per  
130 week consisting of a combination of in-class teaching and preparation for  
131 teaching, plus five and one half (5.5) hours of additional time for student  
132 conferences, plus five and one half (5.5) hours for professional growth and  
133 development, College governance and other professional responsibilities.

134  
135 First year contract (probationary) and temporary faculty shall have two (2)  
136 additional days of assignment for orientation prior to the first duty day.

- 137  
138 5.6.2 **All overload/hourly assignments are in excess of contractual**  
139 **obligations. Except for the welfare of the College, no contract or regular**  
140 **faculty member shall have a total overload or hourly assignment**  
141 **exceeding an average of nine (9) hours per week in any semester,**  
142 **unless a single assignment exceeds this amount. Exceptions to the**  
143 **nine (9) hour assignment must be recommended by the Division Dean**  
144 **and approved by the Vice President for Instruction.**  
145 **[Moved from Article 5.10.4 (a and b).]**

146  
147 **5.6.3** CONFERENCE HOURS

- 148  
149 5.6.3.1 Full-time unit members shall schedule their five and one half (5.5)  
150 student conference hours on no fewer than three (3) different days  
151 per week. Unit members on reduced load or reassignment shall  
152 have their conference hours reduced by a percentage equivalent to  
153 their reassignment or reduction in load. Unit members on reduced

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

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

170 5.6.**32**.2 During the final examination period, required conference hours may  
171 be scheduled in a pattern appropriate to the faculty member's final  
172 examination schedule and student needs. A copy of the revised  
173 office hours and final examination schedule shall be posted, and a  
174 copy shall be submitted to the division dean.  
175

176 5.6.**43** Unless excepted by this Agreement, the classroom assignment for a full-time  
177 instructor of credit classes shall be a minimum of thirty (30) lecture hour  
178 equivalent (LHE) per year, with the general expectation of there being 15  
179 LHE per semester. An LHE is based on one lecture hour per week for a full  
180 semester (18 weeks). For a 16-week compressed academic calendar, the  
181 actual hours of instruction or service shall be calculated at the rate of 1 LHE =  
182 1.13 lecture hours.  
183

184 5.6.**43**.1 Unless excepted by this Agreement, each hour designated in the  
185 College Catalog as lecture shall be given credit as (1) LHE.  
186

187 5.6.**43**.2 Unless excepted by this Agreement, each hour designated in the  
188 College Catalog as laboratory shall be given credit as 0.75 LHE.  
189

190 5.6.**43**.3 Unless excepted by this Agreement, each hour designated in the  
191 College Catalog as activity shall be given credit as 0.87 LHE.  
192

193 5.6.**43**.4 Each hour designated in the College Catalog as laboratory in a  
194 Physical Education Activity course shall be given credit as 0.7143  
195 LHE.  
196

197 5.6.**43**.5 Each hour designated as field practice shall be given 0.200 LHE.  
198

199 5.7 LOAD BALANCING  
200

201 In the event that a faculty member's schedule is less than 100% of a full-time load in  
202 a primary term, that faculty member shall either: 1) be scheduled for an additional  
203 class or assignment during the primary term and paid at their hourly/overload rate for  
204 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 ~~these 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 load is 18 LHE, 17 hours of class preparation and grading, 5.5 hours of student advisement, and 5.5 hours of college service. Therefore, ~~contract~~

256 **full-time** faculty members spend 39.5 out of a 45-hour workweek, or 87.5%  
257 of their load on comparable work to that of part-time faculty.

258  
259 5.8.4 Part-time parity, therefore, is defined as 87.5% of the responsibilities of a  
260 **contract-full-time** faculty member. Part-time faculty members are not  
261 responsible for college service.

262  
263 5.8.5 The Association and the District will conduct further negotiations to determine  
264 how the parity percentage is applied to the various salary schedules on which  
265 faculty are paid on an hourly basis, and how any increase in part-time salary  
266 is computed in relation to the goal of parity.

267  
268 Parity Formula – Parity formula shall be calculated on a full-time faculty  
269 spending 39.5 hours per week out of 45 hours per week on comparable  
270 duties as part-time faculty or 87.8% per week of their time on the same duties  
271 as Part-Time Faculty. ( $39.5/45=87.8\%$ ).

272  
273 5.8.6 Office Hours – Part-time faculty will be paid for **eight (8) the following** office  
274 hours per semester at the employee’s hourly rate **for each assigned lecture**  
275 **hour:**

<u>Lecture/Lab 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>

281 **[This is new language not previously included in prior proposals from PCCFA.]**

282  
283 Scheduling of such office hours will be subject to the approval of the  
284 applicable dean and listed on the course syllabus. Office hours will be held on  
285 no less than four days, and no shorter than one-half hour per day. Office  
286 hours will be considered as professional ancillary activities, and as such, will  
287 not be counted for purposes of calculating eligibility for contract or regular  
288 status under the Education Code. (See Educ. Code §§ 87482.5, 87884).

289  
290 **Part-Time faculty will have the option to conduct their office hours**  
291 **remotely synchronously. Conducting office hours remotely means that**  
292 **part-time faculty are interacting live with students in an approved**  
293 **synchronous platform, in addition to interacting with students via chat,**  
294 **text, or email.**

295  
296 5.9 TEACHING FACULTY – NONCREDIT CLASSES

297  
298 5.9.1 The full-time noncredit load shall be one hundred seventy-six (176) days per  
299 fiscal year, forty-five (45) hours per week consisting of twenty-five (25)  
300 teaching hours, twelve (12) preparation hours, four **(4)** office hours, and four  
301 (4) hours for governance and/or professional development. First-year contract  
302 (probationary) and temporary faculty shall have two (2) additional days of  
303 assignment for orientation.

304  
305 The eleven-month full-time non-credit load shall be one hundred ninety-eight  
306 (198) days per fiscal year, forty-five (45) hours per week consisting of twenty-

307 five (25) teaching hours, twelve (12) preparation hours, four (4) office hours,  
308 and four (4) hours for governance and/or professional development. First-  
309 year contract (probationary) and temporary faculty shall have two (2)  
310 additional days of assignment for orientation.

311  
312 The assignment of a twelve-month full-time, non-credit member of the unit  
313 shall be two- hundred-twenty days (220) days per fiscal year, forty-five (45)  
314 hours per week of twenty- five (25) teaching hours, twelve (12) preparation  
315 hours, four (4) office hours, and four (4) hours for governance and/or  
316 professional development. First-year contract (probationary) and temporary  
317 faculty shall have two (2) additional days of assignment for orientation.

318  
319 **Faculty will have the option to conduct up to 80% of their 5.5 office**  
320 **hours remotely.**

321  
322 5.9.2 A minimum of thirty (30) hours of the weekly assignment shall be scheduled.  
323 This requirement shall include travel time between two sites when teaching  
324 assignments for a given day are on more than one campus.

325  
326 5.9.3 **All overload/hourly assignments are in excess of contractual**  
327 **obligations. Except for the welfare of the College, no contract or regular**  
328 **faculty member shall have a total overload or hourly assignment**  
329 **exceeding an average of nine (9) hours per week in any semester,**  
330 **unless a single assignment exceeds this amount. Exceptions to the**  
331 **nine (9) hour assignment must be recommended by the Division Dean**  
332 **and approved by the Vice President for Instruction.**  
333 **[Moved from Article 5.10.4 (a and b).]**

334  
335 **5.9.4** Those affected employees on less than 100% ~~contract~~ assignment shall  
336 serve the pro rata hours to those in sections 5.5.1 and 5.5.2.

## 337 338 5.10 CLASS SCHEDULES **INSTRUCTIONAL**

339  
340 5.10.1 In establishing class schedules, Division Deans shall attempt to achieve  
341 schedules that equitably distribute the number of class preparations that  
342 faculty members must do for lecture or laboratory classes. The District will  
343 make a reasonable effort to establish assignments requiring no more than  
344 three (3) preparations.

345  
346 5.10.2 To the fullest extent practicable, Division Deans shall solicit and consider  
347 faculty requests prior to establishing both the proposed and final class  
348 schedules. Additional consultation with affected faculty shall be attempted  
349 whenever schedule changes must be made after publication of the final class  
350 schedule.

351  
352 5.10.3 The District may permit the scheduling of classes or assignments in less than  
353 a five-day period when such scheduling is appropriate and in the best interest  
354 of the instructional program and is requested by the faculty member.

355  
356 5.10.4 When establishing Intersessions and hourly/daily teaching schedules,  
357 Division Deans shall consider the qualifications, training and experience of

358 the persons available to teach a class, and among instructors for whom these  
359 factors are substantially equal, contract instructors shall receive preference  
360 for such assignments and reasonable attempts shall be made to equitably  
361 distribute such assignments.

362  
363 a. All overload/hourly assignments are in excess of contractual  
364 obligations.

365  
366 b. Except for the welfare of the College, no contract or regular  
367 faculty member shall have a total overload or hourly assignment  
368 exceeding an average of nine (9) hours per week in any  
369 semester, unless a single assignment exceeds this amount.  
370 Exceptions to the nine (9) hour assignment must be  
371 recommended by the Division Dean and approved by the Vice  
372 President for Instruction.

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

374  
375 c. Intersession teaching assignments may not exceed the semester  
376 equivalent to eleven (11) hours per week 67% of a full-time faculty  
377 member's load during the primary term (Fall/Spring) unless  
378 approved by the Vice-President of Instruction.

379  
380 bd. Intersession Hourly Paid Faculty – Credit and Non-credit. Payment for  
381 Board- approved or legal holidays is authorized for each  
382 Intersession's credit classes if these classes would normally be  
383 scheduled on those days. In any case the maximum number of hours  
384 to be contracted will be equivalent to the hours per week the class  
385 would meet in a regular semester. Payment for the July 4 holiday is  
386 authorized for non-credit classes if those classes would normally be  
387 scheduled on that day.

388  
389 5.10.5 The District will make an effort to avoid faculty schedules that include  
390 consecutive late night and early morning class assignments or early morning  
391 and late night assignments on the same day.

392  
393 5.10.6 The assignment of independent study students to unit members will be on a  
394 completely voluntary basis.

## 395 5.11 SCHEDULING NON-INSTRUCTIONAL

396  
397  
398 5.11.1 In establishing schedules, Division Deans shall attempt to achieve  
399 schedules that equitably distribute the number of service hours that non-  
400 teaching faculty members must do to meet their load.

401  
402 Division Deans shall solicit and consider faculty requests prior to  
403 establishing the proposed and final service schedules.

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405  
406 5.11.2 Schedule Change. Any changes to a non-instructional faculty's schedule  
407 (beginning and ending times) can only occur if the District gives the faculty  
408 member reasonable advance notice under the circumstances.



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5.124 CLASS SIZE

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

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

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

5.124.2 LARGE GROUP INSTRUCTION ("LGI")

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

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

- a. Assignment is voluntary. At the time of schedule building, Division Deans solicit and consider faculty requests to teach LGI sections as well as room availability and student demand. Once the schedule has been established, the Division Dean, in consultation with faculty members, may convert sections to LGI format based on student demand and room availability. LGI offerings are subject to approval of the Vice President of Instruction or designee. For a section to be eligible for LGI compensation, the Vice President of Instruction or designee, Division Dean, and faculty member must sign the appropriate form.
- b. Instructors of LGI classes will receive additional compensation in the form of a stipend. The stipend will be based upon the total student enrollment, at the census date, compared to the normal class closing number (NCN), expressed as a percentage, as described below:

110% to 150% of NCN = \$900 stipend 151% to 200% of NCN = \$1800 stipend 201% to 250% of NCN = \$2700 stipend 251% to 300% of NCN = \$3600 stipend 301% to 350% of NCN =

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\$4500 stipend 351% and above = \$5400 stipend

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

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

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

### 5.132 FLEXIBLE CALENDAR PROGRAM

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

#### 5.132.1 FLEX ADVISORY COMMITTEE

1. The FLEX Advisory Committee, a sub-committee of the College Council Professional Development Committee, will plan, implement, and assess activities for on-campus professional development (FLEX) days.
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 Board based upon the recommendation of the calendar committee.** Full-time faculty may fulfill **the remainder of** their annual FLEX obligation by one of two methods:

- a. Attending the scheduled on-campus FLEX Days:
  - i. ~~The Fall FLEX Day will be the first business day prior to the start of the Fall classes.~~
  - ii. ~~One day will be scheduled during the 4th week of Spring, unless recommended otherwise by the Calendar Committee.~~

OR

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- b. Completing equivalent flexible (in-lieu) FLEX hours equal to the annual obligation as listed in the most recent Guidelines for the Implementation of the Flexible Calendar Program (currently April 2007 [NOTE: pages 15 – 19]) and Title 5 section 55726. A list of such activities will be made available in the college’s FLEX guidelines.
  - 2. The obligation for faculty on reduced workloads is twelve (12) hours multiplied by the faculty member’s percent teaching load. Completion of activities referenced in 1.2.1a and b above shall fulfill FLEX requirements for faculty on reduced workloads.
  - 3. Hourly Faculty (part-time and full-time overload):
    - a. **Hourly faculty shall have a FLEX obligation equivalent to their relative load on the day of the FLEX, as reflected by their schedule.**
    - b. Hourly faculty who work on a scheduled FLEX Day may fulfill their FLEX obligation by:
      - i. attending FLEX Day for the same number of hours they are scheduled to teach on that day or,
      - ii. completing equivalent flexible (in-lieu) FLEX hours equal to the hours they are scheduled to teach on any scheduled FLEX Day during the academic year.
    - cb. Hourly faculty who fulfill 5.12.2.3.a or b will be paid as if they had taught that day.
    - de. Hourly faculty who are not scheduled to teach have no FLEX obligation, but may participate voluntarily without compensation.
    - ed. FLEX Day activities will be offered for faculty who normally teach in the evening.

550 5.132.3 FLEX OBLIGATION TRACKING

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561
- a. Employees will be compensated for the FLEX obligation hours stated in as part of their normal pay cycle. Note that this is not extra compensation, but part of a faculty’s load.
  - b. It is the responsibility of the individual faculty member to track and report FLEX participation. Participation in on-campus FLEX days and in-lieu activities will be tracked by each faculty member in accordance with PCC’s FLEX guidelines.
  - c. Faculty who facilitate a professional development event that has been

562 approved by the FLEX advisory committee or Professional  
563 Development standing committee will receive double FLEX credit (e.g.  
564 a 2-hour workshop will count as 4 hours of FLEX credit).

565  
566 d. Faculty who develop a professional development event that has been  
567 approved by the FLEX advisory committee or Professional  
568 Development standing committee will receive triple FLEX credit (e.g. a  
569 2-hour workshop will count as 6 hours of FLEX credit) the first time  
570 the event is offered.

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572 **5.143** TRANSFER

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574 5.143.1 At the same time an authorized faculty position is opened, the office of  
575 Human Resources shall notify each regular faculty member by email. Regular  
576 faculty members will have ten (10) work days from the date of notice to file a  
577 request for transfer to the division.

578  
579 5.143.2 Upon receipt of a request, the Office of Human Resources shall notify the  
580 affected division.

581  
582 5.143.3 If the faculty member(s) requesting the transfer meet(s) the minimum  
583 qualifications, or the equivalent, for the position, a selection committee with a  
584 maximum of five (5) members, composed of the Division Dean /administrator  
585 serving as the chair and appropriate faculty, will hold an informal meeting with  
586 the faculty member who has requested the transfer. Job expectations,  
587 percent of assignment, and qualifications will be discussed at this meeting.

588  
589 5.143.4 The committee chair and faculty who have attended the meeting will vote by  
590 secret ballot to either accept or reject the transfer applicant, before outside  
591 candidates are interviewed. Once accepted, the candidate shall meet with the  
592 District President, who shall make the final decision.

593  
594 5.143.5 The vacancy created by the transfer will be opened and posted in  
595 accordance with this section and Title 5 of the California Code of Regulations.

596  
597 **5.154** PERSONNEL RECORDS

598  
599 5.154.1 Each employee has on file in the office of Human Resources an individual  
600 folder containing the record of employment, the initial application, the signed  
601 oath, transcripts, confidential references, minimum qualifications or credential  
602 information, evaluation reports, documents supporting step and class  
603 changes, a record of assignments and promotions, leave of absence records  
604 and correspondence pertinent to the above.

605  
606 5.154.2 When new non-routine material for a personnel folder is received in the  
607 Office of Human Resources, a copy is sent to the employee for whose file the  
608 material is intended unless the employee has already received a copy and  
609 has been informed of the right of reply. If the employee wishes to reply in  
610 writing to this communication, the reply is also placed in the personnel folder.  
611 Evaluation and the contents of evaluations are not subject to the grievance  
612 procedure except as to the actual effect.

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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

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