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**PROPOSAL FROM THE
PASADENA AREA COMMUNITY COLLEGE DISTRICT TO THE
PASADENA CITY COLLEGE FACULTY ASSOCIATION
August 25, 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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**ARTICLE 5
WORKING CONDITIONS**

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28

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

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[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.

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

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

59 5.4 GENERAL

60 Bargaining Unit members are responsible to:

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

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

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

88 5.4.2 Maintain currency in areas of specialization.

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

92 5.5 NON-TEACHING FACULTY

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

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

responsibilities.

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

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

5.6 TEACHING FACULTY – CREDIT COURSES

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

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

[Moved to 5.1.3, as modified.]

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

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

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

~~**5.6.1a Faculty will have the option to conduct their 5.5 office hours remotely.**~~

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

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

154
155 **5.6.3** CONFERENCE HOURS
156

157 5.6.~~32~~.1 Full-time unit members shall schedule their five and one half (5.5)
158 student conference hours on no fewer than three (3) different days
159 per week. Unit members on reduced load or reassignment shall
160 have their conference hours reduced by a percentage equivalent to
161 their reassignment or reduction in load. Unit members on reduced
162 load shall schedule student conference hours on no fewer days than
163 one less than the number of required conference hours. Conference
164 hours will be held between the hours of 6:00 a.m. and 10:00 p.m.
165 unless otherwise approved by the Division Dean. No single
166 conference period shall be less than thirty (30) minutes in length.
167 Conference hours will not be scheduled between 12:00 p.m. and
168 1:00 p.m. on Tuesdays or Thursdays and will not be scheduled to
169 conflict with the instructor's class assignments. Conference hours
170 shall be held in the unit member's office, a laboratory facility readily
171 accessible to students, or other location approved by the unit
172 member's immediate supervisor and based on a schedule posted no
173 later than the first Monday following the opening of a semester.
174

175 ~~5.6.3a~~ ~~Faculty will have the option to conduct their 5.5 office hours~~
176 ~~remotely.~~
177

178 5.6.~~32~~.2 During the final examination period, required conference hours may
179 be scheduled in a pattern appropriate to the faculty member's final
180 examination schedule and student needs. A copy of the revised
181 office hours and final examination schedule shall be posted, and a
182 copy shall be submitted to the division dean.
183

184 5.6.~~43~~ Unless excepted by this Agreement, the classroom assignment for a full-time
185 instructor of credit classes shall be a minimum of thirty (30) lecture hour
186 equivalent (LHE) per year, with the general expectation of there being 15
187 LHE per semester. An LHE is based on one lecture hour per week for a full
188 semester (18 weeks). For a 16-week compressed academic calendar, the
189 actual hours of instruction or service shall be calculated at the rate of 1 LHE =
190 1.13 lecture hours.
191

192 5.6.~~43~~.1 Unless excepted by this Agreement, each hour designated in the
193 College Catalog as lecture shall be given credit as (1) LHE.
194

195 5.6.~~43~~.2 Unless excepted by this Agreement, each hour designated in the
196 College Catalog as laboratory shall be given credit as 0.75 LHE.
197

198 5.6.~~43~~.3 Unless excepted by this Agreement, each hour designated in the
199 College Catalog as activity shall be given credit as 0.87 LHE.
200

201 5.6.~~43~~.4 Each hour designated in the College Catalog as laboratory in a
202 Physical Education Activity course shall be given credit as 0.7143
203 LHE.
204

205 5.6.~~43~~.5 Each hour designated as field practice shall be given 0.200 LHE.

206
207 5.7 LOAD BALANCING
208

209 In the event that a faculty member's schedule is less than 100% of a full-time load in
210 a primary term, that faculty member shall either: 1) be scheduled for an additional
211 class or assignment during the primary term and paid at their hourly/overload rate for
212 hours in excess of 100% of a full-time load; or 2) be assigned additional classes or
213 assignments to balance teaching loads across both terms (Fall & Spring semester) to
214 equal 100% of an annual full-time load. Hours in excess of 100% of a full-time load
215 shall be paid at the faculty member's hourly/overload rate; or 3) if the faculty member
216 refuses to be assigned overload in either semester, the faculty member shall receive
217 a pro-rata pay reduction for the amount below 100% of an annual full-time load for
218 the academic year.
219

220 5.7.1 The classroom assignment for a full-time instructor of credit classes in a block
221 program shall be twenty (20) hours per week. A "block program" is an
222 occupational program which generally involves both lecture and laboratory
223 components, and is generally offered in 4-hour blocks.
224

225 5.7.2 **The determination of classroom assignments for a full-time instructor of**
226 **credit classes in those divisions which have established a practice of**
227 **leveling assignments based on lecture and laboratory components and**
228 **also on class size in lecture sections, such as Natural Sciences, shall**
229 **be continued.**
230

231 ~~5.7.3~~ The determination of classroom assignments for a full-time instructor of credit
232 classes in an open-lab environment in those divisions which have established
233 such an environment shall be continued. An "open-lab" environment is one in
234 which, though there may be some group instruction, the primary role of the
235 instructor is to provide direction and assistance on an individual basis.
236

237 5.8 PART-TIME FACULTY – CREDIT COURSES
238

239 5.8.1 Part-time faculty should be paid comparable to contract faculty for the same
240 responsibilities. Achieving the goal of comparable pay for comparable work
241 means that the District has reached parity. In years where faculty receive
242 increases, the parties agree in negotiations to work towards parity by
243 ensuring that part-time faculty receive a higher percentage increase than full-
244 time faculty.
245

246 5.8.2 Comparable work for contract and part-time faculty is defined as classroom
247 teaching, class preparation and grading, advising students, and assessment
248 work.
249

250 5.8.3 A contract faculty weekly teaching load is defined as 17 hours of classroom
251 teaching, 17 hours of class preparation and grading, 5.5 hours of student
252 advisement, and 5.5 hours of college service. Therefore, contract faculty
253 members spend 39.5 out of a 45-hour workweek, or 87.5% of their load on
254 comparable work to that of part-time faculty.
255

256 5.8.4 Part-time parity, therefore, is defined as 87.5% of the responsibilities of a
257 contract faculty member. Part-time faculty members are not responsible for
258 college service.
259

260 5.8.5 The Association and the District will conduct further negotiations to determine
261 how the parity percentage is applied to the various salary schedules on which
262 faculty are paid on an hourly basis, and how any increase in part-time salary
263 is computed in relation to the goal of parity.
264

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

270 5.8.6 Office Hours – Part-time faculty will be paid for ~~eight (8)~~ ten (10) ~~sixteen (16)~~
271 office hours per semester at the employee’s hourly rate. Scheduling of such
272 office hours will be subject to the approval of the applicable dean and listed
273 on the course syllabus. Office hours will be held on no less than four days,
274 and no shorter than one-half hour per day. Office hours will be considered as
275 professional ancillary activities, and as such, will not be counted for purposes
276 of calculating eligibility for contract or regular status under the Education
277 Code. (See Educ. Code §§ 87482.5, 87884).
278

279 ~~5.8.6a Part-Time faculty will have the option to conduct their office~~
280 ~~hours remotely.~~
281

282 ~~———— The parties agree to reopen Article 5.8.6 annually for term of the~~
283 ~~Agreement.~~
284

285 5.9 TEACHING FACULTY – NONCREDIT CLASSES

286
287 5.9.1 The full-time noncredit load shall be one hundred seventy-six (176) days per
288 fiscal year, forty-five (45) hours per week consisting of ~~twenty-five (25)~~
289 ~~twenty-one (21)~~ teaching hours, ~~twelve (12)~~ ~~fifteen (15)~~ preparation hours,
290 four ~~(4)~~ office hours ~~which may be conducted remotely~~, and ~~four (4)~~ ~~five~~
291 ~~(5)~~ hours for governance and/or professional development. First-year contract
292 (probationary) and temporary faculty shall have two (2) additional days of
293 assignment for orientation.
294

295 The eleven-month full-time non-credit load shall be one hundred ninety-eight
296 (198) days per fiscal year, forty-five (45) hours per week consisting of twenty-
297 five (25) teaching hours, twelve (12) preparation hours, four ~~(4)~~ office hours,
298 and four (4) hours for governance and/or professional development. First-
299 year contract (probationary) and temporary faculty shall have two (2)
300 additional days of assignment for orientation.
301

302 The assignment of a twelve-month full-time, non-credit member of the unit
303 shall be two- hundred-twenty days (220) days per fiscal year, forty-five (45)
304 hours per week of twenty- five (25) teaching hours, twelve (12) preparation
305 hours, four ~~(4)~~ office hours, and four (4) hours for governance and/or
306 professional development. First-year contract (probationary) and temporary

307 faculty shall have two (2) additional days of assignment for orientation.
308

309 5.9.2 A minimum of thirty (30) hours of the weekly assignment shall be scheduled.
310 This requirement shall include travel time between two sites when teaching
311 assignments for a given day are on more than one campus.
312

313 5.9.3 **All overload/hourly assignments are in excess of contractual**
314 **obligations. Except for the welfare of the College, no contract or regular**
315 **faculty member shall have a total overload or hourly assignment**
316 **exceeding an average of nine (9) hours per week in any semester,**
317 **unless a single assignment exceeds this amount. Exceptions to the**
318 **nine (9) hour assignment must be recommended by the Division Dean**
319 **and approved by the Vice President for Instruction.**
320 **[Moved from Article 5.10.4 (a and b).]**
321

322 **5.9.4** Those affected employees on less than 100% contract assignment shall
323 serve the pro rata hours to those in sections 5.5.1 and 5.5.2.
324

325 5.10 CLASS SCHEDULES **INSTRUCTIONAL**
326 **[Are there any non-instructional class schedules?]**
327

328 5.10.1 In establishing class schedules, Division Deans shall attempt to achieve
329 schedules that equitably distribute the number of class preparations that
330 faculty members must do for lecture or laboratory classes. The District will
331 make a reasonable effort to establish assignments requiring no more than
332 three (3) preparations.
333

334 5.10.2 To the fullest extent practicable, Division Deans shall solicit and consider
335 faculty requests prior to establishing both the proposed and final class
336 schedules. Additional consultation with affected faculty shall be attempted
337 whenever schedule changes must be made after publication of the final class
338 schedule.
339

340 5.10.3 The District may permit the scheduling of classes or assignments in less than
341 a five-day period when such scheduling is appropriate and in the best interest
342 of the instructional program and is requested by the faculty member.
343

344 5.10.4 When establishing Intersessions **and hourly/daily** teaching schedules,
345 Division Deans shall consider the qualifications, training and experience of
346 the persons available to teach a class, **and among instructors for whom**
347 **these factors are substantially equal, contract instructors shall receive**
348 **preference for such assignments** and reasonable attempts shall be made
349 to equitably distribute such assignments.
350

351 a. **All overload/hourly assignments are in excess of contractual**
352 **obligations.**
353

354 b. **Except for the welfare of the College, no contract or regular**
355 **faculty member shall have a total overload or hourly assignment**
356 **exceeding an average of nine (9) hours per week in any**
357 **semester, unless a single assignment exceeds this amount.**

358 Exceptions to the nine (9) hour assignment must be
359 recommended by the Division Dean and approved by the Vice
360 President for Instruction.

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

362
363 c. Intersession teaching assignments may not exceed the semester
364 equivalent to ~~eleven (11) hours per week~~ **67% of a full-time faculty**
365 **member's load during the primary term (Fall/Spring) unless**
366 **approved by the Vice-President of Instruction.**

367
368 bd. Intersession Hourly Paid Faculty – Credit and Non-credit. Payment for
369 Board- approved or legal holidays is authorized for each
370 Intersession's credit classes if these classes would normally be
371 scheduled on those days. In any case the maximum number of hours
372 to be contracted will be equivalent to the hours per week the class
373 would meet in a regular semester. Payment for the July 4 holiday is
374 authorized for non-credit classes if those classes would normally be
375 scheduled on that day.

376
377 5.10.5 The District will make an effort to avoid faculty schedules that include
378 consecutive late night and early morning class assignments or early morning
379 and late night assignments on the same day.

380
381 5.10.6 The assignment of independent study students to unit members will be on a
382 completely voluntary basis.

383 5.11 SCHEDULING NON-INSTRUCTIONAL

384
385
386 5.11.1 In establishing schedules, Division Deans shall attempt to achieve
387 schedules that equitably distribute the number of service hours that non-
388 teaching faculty members must do to meet their load.

389
390 a. ~~To the fullest extent practicable,~~ Division Deans shall solicit and
391 consider faculty requests prior to establishing the proposed and final
392 service schedules.

393
394 b. ~~The district may permit the scheduling of service hours in less than a~~
395 ~~five-day period when such scheduling is appropriate and in the best~~
396 ~~interest of the instructional program and is requested by the faculty~~
397 ~~member.~~

398
399 *5. **c ~~The District may permit the scheduling of service hours remotely for 2 or~~
400 ~~more scheduled days of service if requested by the faculty member.~~

401
402 5.11.2 ~~5.**d 7.3~~ Schedule Change. Any changes to a non-instructional faculty's
403 schedule (beginning and ending times) can only occur if the District gives
404 the faculty member ~~twenty-one (21) calendar days'~~ reasonable advance
405 notice ~~under the circumstances.~~

406
407 5.124 CLASS SIZE

408

409 5.1~~24~~.1 Classes may be canceled due to insufficient enrollment at the discretion of
410 the Division Dean (in accordance with the Vice President of Instruction) and
411 in accordance with by following the Office of Instruction current practices:
412

413 ~~a. Approximately four (4) weeks prior to the start of classes each~~
414 ~~semester, the Dean of Academic Affairs will distribute a daily report~~
415 ~~of all courses that are less than 40% enrolled to the Instructional~~
416 ~~Deans. The Dean of Academic Affairs shall convene a meeting with~~
417 ~~each Instructional Dean to review low enrolled classes and make~~
418 ~~some tentative cancellation decisions.~~

419
420 ~~b. The Instructional Dean shall notify the affected faculty of low enrolled~~
421 ~~classes four weeks prior to the start of classes.~~

422
423 ~~c. If necessary, the Instructional Dean may choose to work with the~~
424 ~~faculty member to promote the low enrolled course. The Instructional~~
425 ~~Dean will notify the Associate Dean of Counseling and Student~~
426 ~~Success of courses being promoted for further enrollment.~~

427
428 ~~d. Two (2) weeks before the beginning of the class, the Dean of~~
429 ~~Academic Affairs and Instructional Dean will convene a meeting to~~
430 ~~determine if any classes should be canceled that are less than 50%~~
431 ~~enrolled of the class limits (NCNs). (Exceptions to this process~~
432 ~~include class section limits lowered due to facility constraints. The~~
433 ~~applicable NCN defaults to the classroom size).~~

434
435 ~~e. If an analysis determines no upward enrollment trends, Instructional~~
436 ~~Deans may also delay cancellation decisions due to extenuating~~
437 ~~circumstances such as assessment or audition requirements.~~

438
439 ~~f. If the canceled class is part of a full-time instructor's teaching load,~~
440 ~~the Instructional Dean will re-assign the instructor to another similar~~
441 ~~class, if available. Contract Full-Time instructors receive priority~~
442 ~~(Union Contract Section 5.6.4) for intersession~~
443 ~~assignments. Cancellation procedures also apply to these~~
444 ~~intersession assignments.~~

445
446 ~~g. The Instructional Deans' staff shall notify the students of the class~~
447 ~~cancellation and assist the students with information of other open~~
448 ~~sections.~~

449
450 ~~Note: Classes may be exempt from cancellation if the Instructional~~
451 ~~Dean determines the course is critical to a major fulfillment of a~~
452 ~~certificate or program completion~~

453
454 Whenever feasible, classes will be scheduled in rooms with capacities that
455 match section class limits. In specific cases where room capacity is greater
456 than a section's class size limit, the class size limit will not be raised unless
457 agreed upon as per the LGI process (See section 5.7.2). In specific cases
458 where room capacity is less than the section class size limit, the class size
459 limit will be set at room capacity. In situations in which the room size varies

460 by more than 10% from the class size limits, area Deans will offer sections of
461 the same course to faculty in a fair and equitable manner.

462
463 An effort will be made in the hospital clinical setting in the registered nurse
464 program to reduce the student- faculty ratio from 12:1 to 10:1.

465 [Status quo.]

466
467 5.1 ~~24~~.2 LARGE GROUP INSTRUCTION (“LGI”)

468
469 5.1 ~~24~~.2.1 The District may, at its discretion, offer course sections in a Large
470 Group Instruction (LGI) format with closing numbers that exceed the
471 Normal Closing Number (NCN) for the course as maintained in the
472 college’s curriculum inventory.

473
474 5.1 ~~24~~.2.2 Assignments to LGI classes will be subject to the following
475 conditions:

476
477 a. Assignment is voluntary. At the time of schedule building,
478 Division Deans solicit and consider faculty requests to teach
479 LGI sections as well as room availability and student demand.
480 Once the schedule has been established, the Division Dean, in
481 consultation with faculty members, may convert sections to
482 LGI format based on student demand and room availability.
483 LGI offerings are subject to approval of the Vice President of
484 Instruction or designee. For a section to be eligible for LGI
485 compensation, the Vice President of Instruction or designee,
486 Division Dean, and faculty member must sign the appropriate
487 form.

488
489 b. Instructors of LGI classes will receive additional compensation
490 in the form of a stipend. The stipend will be based upon the
491 total student enrollment, at the census date, compared to the
492 normal class closing number (NCN), expressed as a
493 percentage, as described below:

494
495 110% to 150% of NCN = \$900 stipend 151% to 200% of NCN
496 = \$1800 stipend 201% to 250% of NCN = \$2700 stipend 251%
497 to 300% of NCN = \$3600 stipend 301% to 350% of NCN =
498 \$4500 stipend 351% and above = \$5400 stipend

499
500 For example, if the NCN is 50, a full-time instructor would
501 receive a stipend of \$1800 if the class size were 100 students,
502 \$3600 if the class size were 150 students, and \$5400 if the
503 class size were 200 students.

504
505 c. The District will provide for instructional assistants when
506 requested by the instructor, to assist with roll-taking and
507 grading and other related duties, as follows:

508
509 133% to 199% of NCN = 3 hours/week
510 200% to 299% of NCN = 6 hours/week

511 300% and above = 9 hours/week

512

513 5.1 **32** FLEXIBLE CALENDAR PROGRAM

514

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

521

522 5.1 **32.1** FLEX ADVISORY COMMITTEE

523

524 1. The FLEX Advisory Committee, a sub-committee of the College
525 Council Professional Development Committee, will plan, implement,
526 and assess activities for on-campus professional development (FLEX)
527 days.

528

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

531

532 5.1 **32.2** FLEX OBLIGATION

533

534 1. Full-time faculty obligation is 12 hours (2 days) of FLEX. **FLEX Day**
535 **will be the first business day prior to the start of Fall and Spring**
536 **classes. Unit members must attend the Fall FLEX day as part of**
537 **their faculty obligations.** Full-time faculty may **also** fulfill **the**
538 **remainder** their annual FLEX obligation by one of two methods:

539

540 a. Attending the **following scheduled Spring** on-campus FLEX
541 **Days:**

542

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

545

546 **ii. One day will be scheduled during the 4th week of**
547 **Spring, unless recommended otherwise by the**
548 **Calendar Committee.**

549

550 OR

551

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

558

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

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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 (i.e., faculty with 33% equivalent load shall be obligated to fulfill 33% of the FLEX obligation hours. [5 C.C.R. § 55726.]

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.

5.1 32.3 FLEX OBLIGATION TRACKING

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

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

613 5.1 **43** TRANSFER

614

615 5.1 **43**.1 At the same time an authorized faculty position is opened, the office of
616 Human Resources shall notify each regular faculty member by email. Regular
617 faculty members will have ten (10) work days from the date of notice to file a
618 request for transfer to the division.

619

620 5.1 **43**.2 Upon receipt of a request, the Office of Human Resources shall notify the
621 affected division.

622

623 5.1 **43**.3 If the faculty member(s) requesting the transfer meet(s) the minimum
624 qualifications, or the equivalent, for the position, a selection committee with a
625 maximum of five (5) members, composed of the Division Dean /administrator
626 serving as the chair and appropriate faculty, will hold an informal meeting with
627 the faculty member who has requested the transfer. Job expectations,
628 percent of assignment, and qualifications will be discussed at this meeting.

629

630 5.1 **43**.4 The committee chair and faculty who have attended the meeting will vote by
631 secret ballot to either accept or reject the transfer applicant, before outside
632 candidates are interviewed. Once accepted, the candidate shall meet with the
633 District President, who shall make the final decision.

634

635 5.1 **43**.5 The vacancy created by the transfer will be opened and posted in
636 accordance with this section and Title 5 of the California Code of Regulations.

637

638 5.1 **54** PERSONNEL RECORDS

639

640 5.1 **54**.1 Each employee has on file in the office of Human Resources an individual
641 folder containing the record of employment, the initial application, the signed
642 oath, transcripts, confidential references, minimum qualifications or credential
643 information, evaluation reports, documents supporting step and class
644 changes, a record of assignments and promotions, leave of absence records
645 and correspondence pertinent to the above.

646

647 5.1 **54**.2 When new non-routine material for a personnel folder is received in the
648 Office of Human Resources, a copy is sent to the employee for whose file the
649 material is intended unless the employee has already received a copy and
650 has been informed of the right of reply. If the employee wishes to reply in
651 writing to this communication, the reply is also placed in the personnel folder.
652 Evaluation and the contents of evaluations are not subject to the grievance
653 procedure except as to the actual effect.

654

655 5.1 **54**.3 If the employee and the Vice President of Human Resources agree that new
656 correspondence items are not relevant, such items may be given to the
657 employee and not placed in the file. Where agreement is not reached and the
658 item is included in the file, a covering letter may be placed in the file by the
659 employee.

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661 5.1 **54**.4 The individual may see all the contents of the folder except the confidential
662 references. The complete contents of the folder may be seen only by those
663 persons with a "need to know," or those who have a responsibility in reaching

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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
