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**PROPOSAL FROM THE
PASADENA CITY COLLEGE FACULTY ASSOCIATION
TO THE
PASADENA AREA COMMUNITY COLLEGE DISTRICT
August 11, 2022**

The collective bargaining proposal presented herein by the Pasadena Area Community College District to the Pasadena City College Faculty Association and is expressly made pursuant to the Education Employment Relations Act and the Collective Bargaining Contract between the parties. The following article shall be deemed to remain unchanged in the Collective Bargaining Agreement except as set forth below:

**ARTICLE 5
WORKING CONDITIONS**

5.1 CLASS OR STATION ASSIGNMENTS

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

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

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

[From 5.6.1, as modified.]

5.2 COLLEGE POLICY, REGULATIONS AND PROCEDURES

Unit members shall observe College policy, regulations and procedures. Such policy, regulations and procedures include, but are not limited to, the areas of grading, attendance, class records, textbook selection, conference attendance, instructional trips, guest speakers, political activities, prohibited instruction, tutoring for pay, release of confidential information and academic freedom.

5.3 INSTRUCTION

Classroom instructors shall:

5.3.1 Establish objectives of classes, plan and organize instruction (such as lesson plans, reading lists, assignments schedule, methods of evaluation) to meet these objectives, and administer examinations or assignments in accordance with a set of objectives and with other specifications defined in the course outline of record.

5.3.2 Inform classes via a syllabus about course objectives, **office hours**, student learning outcomes, course content, attendance expectations, examinations or assignments, and the basis for assigning grades. The syllabus should be emailed or otherwise provided to **students and** the Division Office **by the**

52 end of prior to the first week day of the class.

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

61
62 5.4 GENERAL

63
64 Bargaining Unit members are responsible to:

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

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

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

90
91 5.4.2 Maintain currency in areas of specialization.

92
93 5.4.3 Perform those duties normally associated with his/her assignment.

94
95 5.5 NON-TEACHING FACULTY

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

101
102 The assignment of an eleven-month full-time, non-teaching member of the

unit shall be one hundred ninety-eight (198) days per fiscal year, thirty-five hours per week, plus an additional five (5) hours per week for professional 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**

154 and approved by the Vice President for Instruction.
155 [Moved from Article 5.10.4 (a and b).]

156
157 **5.6.3** CONFERENCE HOURS

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

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

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

185
186 5.6.**43** Unless excepted by this Agreement, the classroom assignment for a full-time
187 instructor of credit classes shall be a minimum of thirty (30) lecture hour
188 equivalent (LHE) per year, with the general expectation of there being 15
189 LHE per semester. An LHE is based on one lecture hour per week for a full
190 semester (18 weeks). For a 16-week compressed academic calendar, the
191 actual hours of instruction or service shall be calculated at the rate of 1 LHE =
192 1.13 lecture hours.

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

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

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

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

205 LHE.

206

207 5.6.43.5 Each hour designated as field practice shall be given 0.200 LHE.

208

209 5.7 LOAD BALANCING

210

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

221

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

226

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

232

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

238

239 5.8 PART-TIME FACULTY – CREDIT COURSES

240

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

247

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

251

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

256 comparable work to that of part-time faculty.

257

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

261

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

266

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

271

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

280

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

282

283 The parties agree to reopen Article 5.8.6 annually for term of the 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 (5)**
291 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

327 5.10.1 In establishing class schedules, Division Deans shall attempt to achieve
328 schedules that equitably distribute the number of class preparations that
329 faculty members must do for lecture or laboratory classes. The District will
330 make a reasonable effort to establish assignments requiring no more than
331 three (3) preparations.
332

333 5.10.2 To the fullest extent practicable, Division Deans shall solicit and consider
334 faculty requests prior to establishing both the proposed and final class
335 schedules. Additional consultation with affected faculty shall be attempted
336 whenever schedule changes must be made after publication of the final class
337 schedule.
338

339 5.10.3 The District may permit the scheduling of classes or assignments in less than
340 a five-day period when such scheduling is appropriate and in the best interest
341 of the instructional program and is requested by the faculty member.
342

343 5.10.4 When establishing Intersessions **and hourly/daily**-teaching schedules,
344 Division Deans shall consider the qualifications, training and experience of
345 the persons available to teach a class, **and among instructors for whom**
346 **these factors are substantially equal, contract full-time instructors shall**
347 **receive preference for such assignments** and reasonable attempts shall
348 be made to equitably distribute such assignments.
349

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

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

358 recommended by the Division Dean and approved by the Vice
359 President for Instruction.
360 [Moved to Article 5.6.2 and 5.9.3 above.]
361

362 ~~c.~~ Intercession teaching assignments may not exceed 180 hours per
363 intercession, the semester equivalent to eleven (11) hours per week
364 67% of a full-time faculty member's load during the primary term
365 (Fall/Spring) unless approved by the Vice-President of
366 Instruction.
367

368 **bd.** Intercession Hourly Paid Faculty – Credit and Non-credit. Payment for
369 Board- approved or legal holidays is authorized for each
370 Intercession'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

384 **5. ** SCHEDULING NON-INSTRUCTIONAL**

385

386 5. ** In establishing schedules, Division Deans shall attempt to achieve schedules that
387 equitably distribute the number of service hours that non-teaching faculty members must do
388 to meet their load.
389

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

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

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

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

404 5.11 CLASS SIZE

405

406 5.11.1 Classes may be cancelled due to insufficient enrollment at the discretion of
407 the Division Dean (in accordance with the Vice President of Instruction) and
408

409 in accordance with Office of Instruction current practices

410
411 Whenever feasible, classes will be scheduled in rooms with capacities that
412 match section class limits. In specific cases where room capacity is greater
413 than a section's class size limit, the class size limit will not be raised unless
414 agreed upon as per the LGI process (See section 5.7.2). In specific cases
415 where room capacity is less than the section class size limit, the class size
416 limit will be set at room capacity. In situations in which the room size varies
417 by more than 10% from the class size limits, area Deans will offer sections of
418 the same course to faculty in a fair and equitable manner.

419
420 An effort will be made in the hospital clinical setting in the registered nurse
421 program to reduce the student-faculty ratio from 12:1 to 10:1.

422 5.11.1 Classes may be canceled due to insufficient enrollment at the discretion
423 of the Division Dean (in accordance with the Vice President of Instruction) and in
424 accordance with by following the Office of Instruction current practices:

425
426 a. Approximately four (4) weeks prior to the start of classes each semester, the Dean of
427 Academic Affairs will distribute a daily report of all courses that are less than 40%
428 enrolled to the Instructional Deans. The Dean of Academic Affairs shall convene a
429 meeting with each Instructional Dean to review low enrolled classes and make some
430 tentative cancellation decisions.

431
432 b. The Instructional Dean shall notify the affected faculty of low enrolled classes four
433 weeks prior to the start of classes.

434
435 c. If necessary, the Instructional Dean may choose to work with the faculty member to
436 promote the low enrolled course. The Instructional Dean will notify the Associate
437 Dean of Counseling and Student Success of courses being promoted for further
438 enrollment.

439
440 d. Two (2) weeks before the beginning of the class, the Dean of Academic Affairs and
441 Instructional Dean will convene a meeting to determine if any classes should be
442 canceled that are less than 50% enrolled of the class limits (NCNs). (Exceptions to
443 this process include class section limits lowered due to facility constraints. The
444 applicable NCN defaults to the classroom size).

445
446 e. If an analysis determines no upward enrollment trends, Instructional Deans may also
447 delay cancellation decisions due to extenuating circumstances such as assessment or
448 audition requirements.

449
450 f. If the canceled class is part of a full-time instructor's teaching load, the Instructional
451 Dean will re-assign the instructor to another similar class, if available. ~~Contract~~ Full-
452 Time instructors receive priority (*Union Contract Section 5.6.4*) for intersession
453 assignments. Cancellation procedures also apply to these intersession assignments.

454
455 g. The Instructional Deans' staff shall notify the students of the class cancellation and
456 assist the students with information of other open sections.

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

5.11.2 LARGE GROUP INSTRUCTION (“LGI”)

5.11.2.1 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.

5.11.2.2 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 = \$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

5.12 FLEXIBLE CALENDAR PROGRAM

508
509 A flexible calendar program consists of the replacement of instruction time (i.e. flex)
510 that can be taken within the academic calendar for professional development. The
511 Calendar Committee will recommend a calendar with the scheduled FLEX days per
512 year not to exceed (2) days in total. These days can be taken as a full workday or
513 incrementally until the total number of hours accumulate to meet the employee's
514 FLEX obligation.

515
516 5.12.1 FLEX ADVISORY COMMITTEE

- 517
518 1. The FLEX Advisory Committee, a sub-committee of the College
519 Council Professional Development Committee, will plan, implement,
520 and assess activities for on-campus professional development (FLEX)
521 days.
522
523 2. One Faculty Association Executive Board member will be a member
524 of the FLEX Advisory Committee.
525

526 5.12.2 FLEX OBLIGATION

- 527
528 1. Full-time faculty obligation is 12 hours (2 days) of FLEX. **FLEX Day**
529 **will be the first business day prior to the start of Fall and Spring**
530 **classes. Unit members must attend the Fall FLEX day as part of**
531 **their faculty obligations.** Full-time faculty may **also** fulfill **the**
532 **remainder** their annual FLEX obligation by one of two methods:
533
534 a. Attending the **following scheduled Spring** on-campus FLEX
535 **Days:** **Attending on-campus flex**
536
537 **i. The Fall FLEX Day will be the first business day**
538 **prior to the start of the Fall classes.**
539
540 **ii. One day will be scheduled during the 4th week of**
541 **Spring, unless recommended otherwise by the**
542 **Calendar Committee.**
543
544 OR
545
546 b. Completing equivalent flexible (in-lieu) FLEX hours equal to
547 the annual obligation as listed in the most recent Guidelines
548 for the Implementation of the Flexible Calendar Program
549 (currently April 2007 [NOTE: pages 15 – 19]) and Title 5
550 section 55726. A list of such activities will be made available in
551 the college's FLEX guidelines.
552
553 2. The obligation for faculty on reduced workloads is twelve (12) hours
554 multiplied by the faculty member's percent teaching load. Completion
555 of activities referenced in 1.2.1a and b above shall fulfill FLEX
556 requirements for faculty on reduced workloads.
557
558 3. Hourly Faculty (part-time and full-time overload):

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- 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.

5.12.3 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.

5.13 TRANSFER

5.13.1 At the same time an authorized faculty position is opened, the office of

610 Human Resources shall notify each regular faculty member by email. Regular
611 faculty members will have ten (10) work days from the date of notice to file a
612 request for transfer to the division.

613
614 5.13.2 Upon receipt of a request, the Office of Human Resources shall notify the
615 affected division.

616
617 5.13.3 If the faculty member(s) requesting the transfer meet(s) the minimum
618 qualifications, or the equivalent, for the position, a selection committee with a
619 maximum of five (5) members, composed of the Division Dean /administrator
620 serving as the chair and appropriate faculty, will hold an informal meeting with
621 the faculty member who has requested the transfer. Job expectations,
622 percent of assignment, and qualifications will be discussed at this meeting.

623
624 5.13.4 The committee chair and faculty who have attended the meeting will vote by
625 secret ballot to either accept or reject the transfer applicant, before outside
626 candidates are interviewed. Once accepted, the candidate shall meet with the
627 District President, who shall make the final decision.

628
629 5.13.5 The vacancy created by the transfer will be opened and posted in accordance
630 with this section and Title 5 of the California Code of Regulations.

631
632 5.14 PERSONNEL RECORDS

633
634 5.14.1 Each employee has on file in the office of Human Resources an individual
635 folder containing the record of employment, the initial application, the signed
636 oath, transcripts, confidential references, minimum qualifications or credential
637 information, evaluation reports, documents supporting step and class
638 changes, a record of assignments and promotions, leave of absence records
639 and correspondence pertinent to the above.

640
641 5.14.2 When new non-routine material for a personnel folder is received in the Office
642 of Human Resources, a copy is sent to the employee for whose file the
643 material is intended unless the employee has already received a copy and
644 has been informed of the right of reply. If the employee wishes to reply in
645 writing to this communication, the reply is also placed in the personnel folder.
646 Evaluation and the contents of evaluations are not subject to the grievance
647 procedure except as to the actual effect.

648
649 5.14.3 If the employee and the Vice President of Human Resources agree that new
650 correspondence items are not relevant, such items may be given to the
651 employee and not placed in the file. Where agreement is not reached and the
652 item is included in the file, a covering letter may be placed in the file by the
653 employee.

654
655 5.14.4 The individual may see all the contents of the folder except the confidential
656 references. The complete contents of the folder may be seen only by those
657 persons with a "need to know," or those who have a responsibility in reaching
658 a decision on the future status of the individual in the District, including
659 members of grievance panels and personnel selection committees.

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

FOR THE COLLEGE DISTRICT

FOR THE ASSOCIATION
