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**PROPOSAL FROM THE
PASADENA AREA COMMUNITY COLLEGE DISTRICT TO THE
PASADENA CITY COLLEGE FACULTY ASSOCIATION
March 3, 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

205 assignments to balance teaching loads across both terms (Fall & Spring semester) to
206 equal 100% of an annual full-time load. Hours in excess of 100% of a full-time load
207 shall be paid at the faculty member's hourly/overload rate; or 3) if the faculty member
208 refuses to be assigned overload in either semester, the faculty member shall receive
209 a pro-rata pay reduction for the amount below 100% of an annual full-time load for
210 the academic year.

211
212 5.7.1 The classroom assignment for a full-time instructor of credit classes in a block
213 program shall be twenty (20) hours per week. A "block program" is an
214 occupational program which generally involves both lecture and laboratory
215 components, and is generally offered in 4-hour blocks.

216
217 5.7.2 The determination of classroom assignments for a full-time instructor of credit
218 classes in ~~those the~~ divisions ~~below shall, which~~ have a practice of the
219 following lab to lecture ratio leveling assignments based on lecture and
220 laboratory components and also on class size in lecture sections, such
221 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>

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230 * Subject to double lecture size and instructing an additional hour per
231 week.

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

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

251
252 5.8.3 A ~~contract full-time~~ faculty weekly teaching load is defined as 17 LHEhours
253 of classroom teaching, except in Natural Sciences where the weekly
254 load is 18 LHE, 17 hours of class preparation and grading, 5.5 hours of
255 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
282 Scheduling of such office hours will be subject to the approval of the
283 applicable dean and listed on the course syllabus. Office hours will be held on
284 no less than four days, and no shorter than one-half hour per day. Office
285 hours will be considered as professional ancillary activities, and as such, will
286 not be counted for purposes of calculating eligibility for contract or regular
287 status under the Education Code. (See Educ. Code §§ 87482.5, 87884).

288
289 **Part-Time faculty will have the option to conduct their office hours**
290 **remotely synchronously. Conducting office hours remotely means that**
291 **part-time faculty are interacting live with students in an Zoom or other**
292 **approved synchronous platform, in addition to interacting with students**
293 **via chat, text, or email.**

294
295 5.9 TEACHING FACULTY – NONCREDIT CLASSES

296
297 5.9.1 The full-time noncredit load shall be one hundred seventy-six (176) days per
298 fiscal year, forty-five (45) hours per week consisting of twenty-five (25)
299 teaching hours, twelve (12) preparation hours, four (4) office hours, and four
300 (4) hours for governance and/or professional development. First-year contract
301 (probationary) and temporary faculty shall have two (2) additional days of
302 assignment for orientation.

303
304 The eleven-month full-time non-credit load shall be one hundred ninety-eight
305 (198) days per fiscal year, forty-five (45) hours per week consisting of twenty-
306 five (25) teaching hours, twelve (12) preparation hours, four (4) office hours,

307 and four (4) hours for governance and/or professional development. First-
308 year contract (probationary) and temporary faculty shall have two (2)
309 additional days of assignment for orientation.

310
311 The assignment of a twelve-month full-time, non-credit member of the unit
312 shall be two- hundred-twenty days (220) days per fiscal year, forty-five (45)
313 hours per week of twenty- five (25) teaching hours, twelve (12) preparation
314 hours, four (4) office hours, and four (4) hours for governance and/or
315 professional development. First-year contract (probationary) and temporary
316 faculty shall have two (2) additional days of assignment for orientation.

317
318 **Faculty will have the option to conduct up to 80% of their 5.5 office**
319 **hours remotely.**

320
321 5.9.2 A minimum of thirty (30) hours of the weekly assignment shall be scheduled.
322 This requirement shall include travel time between two sites when teaching
323 assignments for a given day are on more than one campus.

324
325 5.9.3 **All overload/hourly assignments are in excess of contractual**
326 **obligations. Except for the welfare of the College, no contract or regular**
327 **faculty member shall have a total overload or hourly assignment**
328 **exceeding an average of nine (9) hours per week in any semester,**
329 **unless a single assignment exceeds this amount. Exceptions to the**
330 **nine (9) hour assignment must be recommended by the Division Dean**
331 **and approved by the Vice President for Instruction.**
332 **[Moved from Article 5.10.4 (a and b).]**

333
334 **5.9.4** Those affected employees on less than 100% **contract** assignment shall
335 serve the pro rata hours to those in sections 5.5.1 and 5.5.2.

336
337 5.10 CLASS SCHEDULES **INSTRUCTIONAL**

338
339 5.10.1 In establishing class schedules, Division Deans shall attempt to achieve
340 schedules that equitably distribute the number of class preparations that
341 faculty members must do for lecture or laboratory classes. The District will
342 make a reasonable effort to establish assignments requiring no more than
343 three (3) preparations.

344
345 5.10.2 To the fullest extent practicable, Division Deans shall solicit and consider
346 faculty requests prior to establishing both the proposed and final class
347 schedules. Additional consultation with affected faculty shall be attempted
348 whenever schedule changes must be made after publication of the final class
349 schedule.

350
351 5.10.3 The District may permit the scheduling of classes or assignments in less than
352 a five-day period when such scheduling is appropriate and in the best interest
353 of the instructional program and is requested by the faculty member.

354
355 5.10.4 When establishing Intersessions and hourly/daily teaching schedules,
356 Division Deans shall consider the qualifications, training and experience of
357 the persons available to teach a class, **and among instructors for whom**

358 **these factors are substantially equal, contract instructors shall receive**
359 **preference for such assignments** and reasonable attempts shall be made
360 to equitably distribute such assignments.

361 [This interferes with management's right of assignment. PERB has recognized that
362 direction of work force and determination of what work is to be performed by
363 employees is a managerial prerogative, at the core of managerial control, and not
364 subject to bargaining. (Davis Joint Unified School District (1984) PERB Decision No.
365 393; Trustees of the California State University (2006) PERB Dec. No.1853.) PERB
366 has further rejected union proposals which serve to give the union a role in
367 assigning work, holding that it is at the core of managerial control. (Davis Joint
368 Unified School District (1984) PERB Decision No. 393.)]

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

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

380 [Moved to Article 5.6.2 and 5.9.3 above.]

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

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

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

399
400 5.10.6 The assignment of independent study students to unit members will be on a
401 completely voluntary basis.

402 **5.11 SCHEDULING NON-INSTRUCTIONAL**

403
404
405 **5.11.1 In establishing schedules, Division Deans shall attempt to achieve**
406 **schedules that equitably distribute the number of service hours that non-**
407 **teaching faculty members must do to meet their load.**
408

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

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

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

418
419 ~~*c. The District may permit the scheduling of service hours remotely*~~
420 ~~*for 1 or more scheduled days of service if requested by the faculty*~~
421 ~~*member with the approval of the Dean.*~~

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

424
425 5.11.2 Schedule Change. Any changes to a non-instructional faculty's schedule
426 (beginning and ending times) can only occur if the District gives the faculty
427 member reasonable advance notice under the circumstances.

428 429 5.124 CLASS SIZE

430
431 5.124.1 Classes may be canceled due to insufficient enrollment at the discretion of
432 the Division Dean (in accordance with the Vice President of Instruction) and
433 in accordance with Office of Instruction current practices.

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

443
444 An effort will be made in the hospital clinical setting in the registered nurse
445 program to reduce the student- faculty ratio from 12:1 to 10:1.

446 447 5.124.2 LARGE GROUP INSTRUCTION ("LGI")

448
449 5.124.2.1 The District may, at its discretion, offer course sections in a Large
450 Group Instruction (LGI) format with closing numbers that exceed the
451 Normal Closing Number (NCN) for the course as maintained in the
452 college's curriculum inventory.

453
454 5.124.2.2 Assignments to LGI classes will be subject to the following
455 conditions:

- 456
457 a. Assignment is voluntary. At the time of schedule building,
458 Division Deans solicit and consider faculty requests to teach
459 LGI sections as well as room availability and student demand.

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

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

475
476 110% to 150% of NCN = \$900 stipend 151% to 200% of NCN
477 = \$1800 stipend 201% to 250% of NCN = \$2700 stipend 251%
478 to 300% of NCN = \$3600 stipend 301% to 350% of NCN =
479 \$4500 stipend 351% and above = \$5400 stipend

480
481 For example, if the NCN is 50, a full-time instructor would
482 receive a stipend of \$1800 if the class size were 100 students,
483 \$3600 if the class size were 150 students, and \$5400 if the
484 class size were 200 students.

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

488
489 133% to 199% of NCN = 3 hours/week
490 200% to 299% of NCN = 6 hours/week
491 300% and above = 9 hours/week

492 493 5.132 FLEXIBLE CALENDAR PROGRAM

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

501 502 5.132.1 FLEX ADVISORY COMMITTEE

- 503
504 1. The FLEX Advisory Committee, a sub-committee of the College
505 Council Professional Development Committee, will plan, implement,
506 and assess activities for on-campus professional development (FLEX)
507 days.
508
509 2. One Faculty Association Executive Board member will be a member
510 of the FLEX Advisory Committee.

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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
 - 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.

- 562 **de.** Hourly faculty who are not scheduled to teach have no FLEX
563 obligation, but may participate voluntarily without
564 compensation.
565
566 **ed.** FLEX Day activities will be offered for faculty who normally
567 teach in the evening.
568

569 5.132.3 FLEX OBLIGATION TRACKING
570

- 571 a. Employees will be compensated for the FLEX obligation hours stated
572 in as part of their normal pay cycle. Note that this is not extra
573 compensation, but part of a faculty's load.
574
575 b. It is the responsibility of the individual faculty member to track and
576 report FLEX participation. Participation in on-campus FLEX days and
577 in-lieu activities will be tracked by each faculty member in accordance
578 with PCC's FLEX guidelines.
579
580 c. Faculty who facilitate a professional development event that has been
581 approved by the FLEX advisory committee or Professional
582 Development standing committee will receive double FLEX credit (e.g.
583 a 2-hour workshop will count as 4 hours of FLEX credit).
584
585 d. Faculty who develop a professional development event that has been
586 approved by the FLEX advisory committee or Professional
587 Development standing committee will receive triple FLEX credit (e.g. a
588 2-hour workshop will count as 6 hours of FLEX credit) the first time
589 the event is offered.
590

591 5.143 TRANSFER
592

- 593 5.143.1 At the same time an authorized faculty position is opened, the office of
594 Human Resources shall notify each regular faculty member by email. Regular
595 faculty members will have ten (10) work days from the date of notice to file a
596 request for transfer to the division.
597
598 5.143.2 Upon receipt of a request, the Office of Human Resources shall notify the
599 affected division.
600
601 5.143.3 If the faculty member(s) requesting the transfer meet(s) the minimum
602 qualifications, or the equivalent, for the position, a selection committee with a
603 maximum of five (5) members, composed of the Division Dean /administrator
604 serving as the chair and appropriate faculty, will hold an informal meeting with
605 the faculty member who has requested the transfer. Job expectations,
606 percent of assignment, and qualifications will be discussed at this meeting.
607
608 5.143.4 The committee chair and faculty who have attended the meeting will vote by
609 secret ballot to either accept or reject the transfer applicant, before outside
610 candidates are interviewed. Once accepted, the candidate shall meet with the
611 District President, who shall make the final decision.
612

613 5.143.5 The vacancy created by the transfer will be opened and posted in
614 accordance with this section and Title 5 of the California Code of Regulations.

615
616 5.154 PERSONNEL RECORDS

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

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

632
633 5.154.3 If the employee and the Vice President of Human Resources agree that new
634 correspondence items are not relevant, such items may be given to the
635 employee and not placed in the file. Where agreement is not reached and the
636 item is included in the file, a covering letter may be placed in the file by the
637 employee.

638
639 5.154.4 The individual may see all the contents of the folder except the confidential
640 references. The complete contents of the folder may be seen only by those
641 persons with a "need to know," or those who have a responsibility in reaching
642 a decision on the future status of the individual in the District, including
643 members of grievance panels and personnel selection committees.

644
645 Signed and entered into this _____ day of _____, 2023.

646		
647	FOR THE COLLEGE DISTRICT	FOR THE ASSOCIATION
648		
649	_____	_____
650		
651	_____	_____
652		
653	_____	_____
654		
655	_____	_____