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 2 **REVISED TENTATIVE AGREEMENT BETWEEN THE**
 3 **PASADENA AREA COMMUNITY COLLEGE DISTRICT AND THE**
 4 **PASADENA CITY COLLEGE FACULTY ASSOCIATION**
 5 **April 10, 2023**

6 This tentative agreement between the Pasadena Area Community College District and the
 7 Pasadena City College Faculty Association is expressly made pursuant to the Education
 8 Employment Relations Act and the Collective Bargaining Contract between the parties. The
 9 following articles shall be deemed to remain unchanged in the Collective Bargaining Agreement
 10 except as set forth below:

11
 12 **ARTICLE 5**
 13 **WORKING CONDITIONS**

14
 15 5.1 CLASS OR STATION ASSIGNMENTS

16
 17 5.1.1 Unit members shall meet assigned classes or report to established work
 18 stations at the times and places scheduled.

19
 20 5.1.2 Unit members shall report absence to the division office at the earliest
 21 possible time prior to the start of assigned duties.

22
 23 5.2 COLLEGE POLICY, REGULATIONS AND PROCEDURES

24
 25 Unit members shall observe College policy, regulations and procedures. Such policy,
 26 regulations and procedures include, but are not limited to, the areas of grading,
 27 attendance, class records, textbook selection, conference attendance, instructional
 28 trips, guest speakers, political activities, prohibited instruction, tutoring for pay,
 29 release of confidential information and academic freedom.

30
 31 5.3 INSTRUCTION

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 33 Classroom instructors shall:

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 35 5.3.1 Establish objectives of classes, plan and organize instruction (such as lesson
 36 plans, reading lists, assignments schedule, methods of evaluation) to meet
 37 these objectives, and administer examinations or assignments in accordance
 38 with a set of objectives and with other specifications defined in the course
 39 outline of record.

40
 41 5.3.2 Inform classes via a syllabus about course objectives, **office hours**, student
 42 learning outcomes, course content, attendance expectations, examinations or
 43 assignments, and the basis for assigning grades. The syllabus should be
 44 emailed or otherwise provided to **students and** the Division Office **by the**
 45 end of the first week of the class.

46
 47 5.3.3 Participate in the assessment of student learning outcomes and to report the
 48 results of class assessments according to mutually agreed upon established
 49 procedures. All faculty are responsible for assessing and reporting student
 50 learning outcomes for all courses, including overload, summer, and
 51 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.

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

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88 5.5 NON-TEACHING FACULTY

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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.
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128 The assignment of a twelve-month full-time, classroom instructor shall be two
129 -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.
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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.
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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.
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197 5.6.**43**.5 Each hour designated as field practice shall be given 0.200 LHE.
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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.;
222

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

235 236 5.8 PART-TIME FACULTY – CREDIT COURSES

237
238 5.8.1 Part-time faculty should be paid comparable to contract full-time faculty for
239 the same responsibilities. Achieving the goal of comparable pay for
240 comparable work means that the District has reached parity. In years where
241 faculty receive increases, the parties agree in negotiations to work towards
242 parity by ensuring that part-time faculty receive a higher percentage increase
243 than full-time faculty.

244
245 5.8.2 Comparable work for contract full-time and part-time faculty is defined as
246 classroom teaching, class preparation and grading, advising students, and
247 assessment work.

248
249 5.8.3 A contract full-time faculty weekly teaching load is defined as 17 LHEhours
250 of classroom teaching, except in Natural Sciences where the weekly
251 load is 18 LHE, 17 hours of class preparation and grading, 5.5 hours of
252 student advisement, and 5.5 hours of college service. Therefore, contract
253 full-time faculty members spend 39.5 out of a 45-hour workweek, or 87.5%
254 of their load on 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 full-time** faculty member. Part-time faculty members are not
 258 responsible for 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) the following** office
 271 hours per semester at the employee’s hourly rate **for each assigned lecture**
 272 **hour:**
 273

<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>

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

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

292 5.9 TEACHING FACULTY – NONCREDIT CLASSES
 293

- 294 5.9.1 The full-time noncredit load shall be one hundred seventy-six (176) days per
 295 fiscal year, forty-five (45) hours per week consisting of twenty-five (25)-
 296 teaching hours, twelve (12) preparation hours, four (**4**) office hours, and four
 297 (4) hours for governance and/or professional development. First-year contract
 298 (probationary) and temporary faculty shall have two (2) additional days of
 299 assignment for orientation.
 300

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

307
308 The assignment of a twelve-month full-time, non-credit member of the unit
309 shall be two- hundred-twenty days (220) days per fiscal year, forty-five (45)
310 hours per week of twenty- five (25) teaching hours, twelve (12) preparation
311 hours, four (4) office hours, and four (4) hours for governance and/or
312 professional development. First-year contract (probationary) and temporary
313 faculty shall have two (2) additional days of assignment for orientation.
314

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

318 5.9.2 A minimum of thirty (30) hours of the weekly assignment shall be scheduled.
319 This requirement shall include travel time between two sites when teaching
320 assignments for a given day are on more than one campus.
321

322 5.9.3 **All overload/hourly assignments are in excess of contractual**
323 **obligations. Except for the welfare of the College, no contract or regular**
324 **faculty member shall have a total overload or hourly assignment**
325 **exceeding an average of nine (9) hours per week in any semester,**
326 **unless a single assignment exceeds this amount. Exceptions to the**
327 **nine (9) hour assignment must be recommended by the Division Dean**
328 **and approved by the Vice President for Instruction.**

329 [\[Moved from Article 5.10.4 \(a and b\).\]](#)
330

331 **5.9.4** Those affected employees on less than 100% **contract** assignment shall
332 serve the pro rata hours to those in sections 5.5.1 and 5.5.2.
333

334 5.10 CLASS SCHEDULES **INSTRUCTIONAL**

335

336 5.10.1 In establishing class schedules, Division Deans shall attempt to achieve
337 schedules that equitably distribute the number of class preparations that
338 faculty members must do for lecture or laboratory classes. The District will
339 make a reasonable effort to establish assignments requiring no more than
340 three (3) preparations.
341

342 5.10.2 To the fullest extent practicable, Division Deans shall solicit and consider
343 faculty requests prior to establishing both the proposed and final class
344 schedules. Additional consultation with affected faculty shall be attempted
345 whenever schedule changes must be made after publication of the final class
346 schedule.
347

348 5.10.3 The District may permit the scheduling of classes or assignments in less than
349 a five-day period when such scheduling is appropriate and in the best interest
350 of the instructional program and is requested by the faculty member.
351

352 5.10.4 When establishing Intersessions and hourly/daily teaching schedules,
353 Division Deans shall consider the qualifications, training and experience of
354 the persons available to teach a class, and among instructors for whom these
355 factors are substantially equal, contract instructors shall receive preference
356 for such assignments and reasonable attempts shall be made to equitably
357 distribute such assignments.

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

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

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

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

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

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

5.11 SCHEDULING NON-INSTRUCTIONAL

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

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

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

5.124 CLASS SIZE

408 5.124.1 Classes may be canceled due to insufficient enrollment at the discretion of
409 the Division Dean (in accordance with the Vice President of Instruction) and
410 in accordance with Office of Instruction current practices.

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

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

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424 5.124.2 LARGE GROUP INSTRUCTION ("LGI")

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426 5.124.2.1 The District may, at its discretion, offer course sections in a Large
427 Group Instruction (LGI) format with closing numbers that exceed the
428 Normal Closing Number (NCN) for the course as maintained in the
429 college's curriculum inventory.

430
431 5.124.2.2 Assignments to LGI classes will be subject to the following
432 conditions:

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434 a. Assignment is voluntary. At the time of schedule building,
435 Division Deans solicit and consider faculty requests to teach
436 LGI sections as well as room availability and student demand.
437 Once the schedule has been established, the Division Dean, in
438 consultation with faculty members, may convert sections to
439 LGI format based on student demand and room availability.
440 LGI offerings are subject to approval of the Vice President of
441 Instruction or designee. For a section to be eligible for LGI
442 compensation, the Vice President of Instruction or designee,
443 Division Dean, and faculty member must sign the appropriate
444 form.

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447 b. Instructors of LGI classes will receive additional compensation
448 in the form of a stipend. The stipend will be based upon the
449 total student enrollment, at the census date, compared to the
450 normal class closing number (NCN), expressed as a
451 percentage, as described below:

452
453 110% to 150% of NCN = \$900 stipend 151% to 200% of NCN
454 = \$1800 stipend 201% to 250% of NCN = \$2700 stipend 251%
455 to 300% of NCN = \$3600 stipend 301% to 350% of NCN =
456 \$4500 stipend 351% and above = \$5400 stipend
457

458 For example, if the NCN is 50, a full-time instructor would
459 receive a stipend of \$1800 if the class size were 100 students,
460 \$3600 if the class size were 150 students, and \$5400 if the
461 class size were 200 students.

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

465
466 133% to 199% of NCN = 3 hours/week
467 200% to 299% of NCN = 6 hours/week
468 300% and above = 9 hours/week

470 5.132 FLEXIBLE CALENDAR PROGRAM

471
472 A flexible calendar program consists of the replacement of instruction time (i.e. flex)
473 that can be taken within the academic calendar for professional development. The
474 Calendar Committee will recommend a calendar with the scheduled FLEX days per
475 year not to exceed (2) days in total. These days can be taken as a full workday or
476 incrementally until the total number of hours accumulate to meet the employee's
477 FLEX obligation.

478 5.132.1 FLEX ADVISORY COMMITTEE

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- 481 1. The FLEX Advisory Committee, a sub-committee of the College
482 Council Professional Development Committee, will plan, implement,
483 and assess activities for on-campus professional development (FLEX)
484 days.
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486 2. One Faculty Association Executive Board member will be a member
487 of the FLEX Advisory Committee.

488 5.132.2 FLEX OBLIGATION

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- 491 1. Full-time faculty obligation is 12 hours (2 days) of FLEX. **The Fall**
492 **FLEX Day will be the first business day prior to the start of Fall**
493 **classes . The Spring FLEX day may be scheduled on the first**
494 **business day prior to the start of Spring classes or another day**
495 **during the Spring Semester if approved by the Board based upon**
496 **the recommendation of the calendar committee.** Full-time faculty
497 may fulfill ~~the remainder of~~ their annual FLEX obligation by one of
498 two methods:

- 499
- 500 a. Attending the scheduled on-campus FLEX Days:
 - 501 i. ~~The Fall FLEX Day will be the first business day~~
502 ~~prior to the start of the Fall classes.~~
 - 503 ii. ~~One day will be scheduled during the 4th week of~~
504 ~~Spring, unless recommended otherwise by the~~
505 ~~Calendar Committee.~~

506 OR

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- b. Completing equivalent flexible (in-lieu) FLEX hours equal to the annual obligation as listed in the most recent Guidelines for the Implementation of the Flexible Calendar Program (currently April 2007 [NOTE: pages 15 – 19]) and Title 5 section 55726. A list of such activities will be made available in the college’s FLEX guidelines.
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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.
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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 on the day of the FLEX, as reflected by their schedule.**
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- b. Hourly faculty who work on a scheduled FLEX Day may fulfill their FLEX obligation by:
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- 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.
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- cb.** Hourly faculty who fulfill 5.12.2.3.a or b will be paid as if they had taught that day.
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- dc.** Hourly faculty who are not scheduled to teach have no FLEX obligation, but may participate voluntarily without compensation.
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- ed.** FLEX Day activities will be offered for faculty who normally teach in the evening.

5.132.3 FLEX OBLIGATION TRACKING

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- 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

559 Development standing committee will receive double FLEX credit (e.g.
560 a 2-hour workshop will count as 4 hours of FLEX credit).

561
562 d. Faculty who develop a professional development event that has been
563 approved by the FLEX advisory committee or Professional
564 Development standing committee will receive triple FLEX credit (e.g. a
565 2-hour workshop will count as 6 hours of FLEX credit) the first time
566 the event is offered.

567
568 **5.143** TRANSFER

569
570 5.143.1 At the same time an authorized faculty position is opened, the office of
571 Human Resources shall notify each regular faculty member by email. Regular
572 faculty members will have ten (10) work days from the date of notice to file a
573 request for transfer to the division.

574
575 5.143.2 Upon receipt of a request, the Office of Human Resources shall notify the
576 affected division.

577
578 5.143.3 If the faculty member(s) requesting the transfer meet(s) the minimum
579 qualifications, or the equivalent, for the position, a selection committee with a
580 maximum of five (5) members, composed of the Division Dean /administrator
581 serving as the chair and appropriate faculty, will hold an informal meeting with
582 the faculty member who has requested the transfer. Job expectations,
583 percent of assignment, and qualifications will be discussed at this meeting.

584
585 5.143.4 The committee chair and faculty who have attended the meeting will vote by
586 secret ballot to either accept or reject the transfer applicant, before outside
587 candidates are interviewed. Once accepted, the candidate shall meet with the
588 District President, who shall make the final decision.

589
590 5.143.5 The vacancy created by the transfer will be opened and posted in
591 accordance with this section and Title 5 of the California Code of Regulations.

592
593 **5.154** PERSONNEL RECORDS

594
595 5.154.1 Each employee has on file in the office of Human Resources an individual
596 folder containing the record of employment, the initial application, the signed
597 oath, transcripts, confidential references, minimum qualifications or credential
598 information, evaluation reports, documents supporting step and class
599 changes, a record of assignments and promotions, leave of absence records
600 and correspondence pertinent to the above.

601
602 5.154.2 When new non-routine material for a personnel folder is received in the
603 Office of Human Resources, a copy is sent to the employee for whose file the
604 material is intended unless the employee has already received a copy and
605 has been informed of the right of reply. If the employee wishes to reply in
606 writing to this communication, the reply is also placed in the personnel folder.
607 Evaluation and the contents of evaluations are not subject to the grievance
608 procedure except as to the actual effect.

609

610 5.154.3 If the employee and the Vice President of Human Resources agree that new
611 correspondence items are not relevant, such items may be given to the
612 employee and not placed in the file. Where agreement is not reached and the
613 item is included in the file, a covering letter may be placed in the file by the
614 employee.
615

616 5.154.4 The individual may see all the contents of the folder except the confidential
617 references. The complete contents of the folder may be seen only by those
618 persons with a "need to know," or those who have a responsibility in reaching
619 a decision on the future status of the individual in the District, including
620 members of grievance panels and personnel selection committees.
621

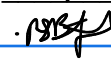
622 Signed and entered into this 10th day of April, 2023.

623 FOR THE COLLEGE DISTRICT

FOR THE ASSOCIATION

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