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**PROPOSAL FROM THE
PASADENA AREA COMMUNITY COLLEGE DISTRICT TO THE
PASADENA CITY COLLEGE FACULTY ASSOCIATION
November 4, 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 ~~academic year~~ will be the first business day prior to the start of 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 end of** the first week of the class.

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

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

59 5.4 GENERAL

60 Bargaining Unit members are responsible to:

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

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

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

88 5.4.2 Maintain currency in areas of specialization.

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

92 5.5 NON-TEACHING FACULTY

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

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

103 responsibilities.

104
105 The assignment of a twelve-month full-time, non-teaching member of the unit
106 shall be two-hundred-twenty (220) days per fiscal year, thirty-five hours per
107 week, plus an additional five hours per week for professional growth and
108 development, College governance and other professional responsibilities.

- 109
110 5.5.2 The non-teaching assignment of a non-teaching member of the unit who has
111 a classroom assignment shall be reduced by an amount proportional to the
112 percent of full-time teaching assignment of the classroom assignment.

113 114 5.6 TEACHING FACULTY – CREDIT COURSES

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

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

124 **[Moved to 5.1.3, as modified.]**

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

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

139
140 First year contract (probationary) and temporary faculty shall have two (2)
141 additional days of assignment for orientation prior to the first duty day.

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

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

151 152 **5.6.3** CONFERENCE HOURS

153

154 5.6.~~32~~.1 Full-time unit members shall schedule their five and one half (5.5)
155 student conference hours on no fewer than three (3) different days
156 per week. Unit members on reduced load or reassignment shall
157 have their conference hours reduced by a percentage equivalent to
158 their reassignment or reduction in load. Unit members on reduced
159 load shall schedule student conference hours on no fewer days than
160 one less than the number of required conference hours. Conference
161 hours will be held between the hours of 6:00 a.m. and 10:00 p.m.
162 unless otherwise approved by the Division Dean. No single
163 conference period shall be less than thirty (30) minutes in length.
164 Conference hours will not be scheduled between 12:00 p.m. and
165 1:00 p.m. on Tuesdays or Thursdays and will not be scheduled to
166 conflict with the instructor's class assignments. Conference hours
167 shall be held in the unit member's office, a laboratory facility readily
168 accessible to students, or other location approved by the unit
169 member's immediate supervisor and based on a schedule posted no
170 later than the first Monday following the opening of a semester.

171
172 **Faculty will have the option to conduct up to 80% of their office**
173 **hours remotely.**
174

175 5.6.~~32~~.2 During the final examination period, required conference hours may
176 be scheduled in a pattern appropriate to the faculty member's final
177 examination schedule and student needs. A copy of the revised
178 office hours and final examination schedule shall be posted, and a
179 copy shall be submitted to the division dean.

180
181 5.6.~~43~~ Unless excepted by this Agreement, the classroom assignment for a full-time
182 instructor of credit classes shall be a minimum of thirty (30) lecture hour
183 equivalent (LHE) per year, with the general expectation of there being 15
184 LHE per semester. An LHE is based on one lecture hour per week for a full
185 semester (18 weeks). For a 16-week compressed academic calendar, the
186 actual hours of instruction or service shall be calculated at the rate of 1 LHE =
187 1.13 lecture hours.

188
189 5.6.~~43~~.1 Unless excepted by this Agreement, each hour designated in the
190 College Catalog as lecture shall be given credit as (1) LHE.

191
192 5.6.~~43~~.2 Unless excepted by this Agreement, each hour designated in the
193 College Catalog as laboratory shall be given credit as 0.75 LHE.

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195 5.6.~~43~~.3 Unless excepted by this Agreement, each hour designated in the
196 College Catalog as activity shall be given credit as 0.87 LHE.

197
198 5.6.~~43~~.4 Each hour designated in the College Catalog as laboratory in a
199 Physical Education Activity course shall be given credit as 0.7143
200 LHE.

201
202 5.6.~~43~~.5 Each hour designated as field practice shall be given 0.200 LHE.

203
204 5.7 LOAD BALANCING

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

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

5.7.2 The determination of classroom assignments for a full-time instructor of credit classes in ~~those the~~ divisions below shall, which have a practice of the following lab to lecture ratio leveling assignments based on lecture and laboratory components and also on class size in lecture sections, such as Natural Sciences;

<u>Assignment</u>	<u>Lecture</u>	<u>Lab</u>
Natural Science	1.0	1.0*
Nursing	1.0	1.0*
Dental Hygiene	1.0	0.83
Dental Assistant	1.0	0.78
All others	1.0	0.75

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

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

5.8 PART-TIME FACULTY – CREDIT COURSES

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

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

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5.8.3 A **contract full-time** faculty weekly teaching load is defined as 17 **LHEhours of classroom teaching, except in Natural Sciences where the weekly load is 18 LHE**, 17 hours of class preparation and grading, 5.5 hours of student advisement, and 5.5 hours of college service. Therefore, **contract full-time** faculty members spend 39.5 out of a 45-hour workweek, or 87.5% of their load on comparable work to that of part-time faculty.

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

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

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

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

<u>Lecture Units</u>	<u>Office Hours</u>
<u>3 up to 5</u>	<u>810 hours</u>
<u>5 up to 8</u>	<u>1012 hours</u>
<u>More than 8</u>	<u>1214 hours</u>

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

Part-Time faculty will have the option to conduct their office hours remotely.

The parties agree to reopen Article 5.8.6 annually for term of the Agreement.

5.9 TEACHING FACULTY – NONCREDIT CLASSES

5.9.1 The full-time noncredit load shall be one hundred seventy-six (176) days per fiscal year, forty-five (45) hours per week consisting of **twenty-five (25)** **twenty-three (23)** teaching hours, **twelve (12)** **thirteen (13)** preparation hours, four **(4)** office hours, and **four (4)** **five (5)** hours for governance and/or professional development. First-year contract (probationary) and temporary

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

309 The eleven-month full-time non-credit load shall be one hundred ninety-eight
310 (198) days per fiscal year, forty-five (45) hours per week consisting of twenty-
311 five (25) teaching hours, twelve (12) preparation hours, four **(4)** office hours,
312 and four (4) hours for governance and/or professional development. First-
313 year contract (probationary) and temporary faculty shall have two (2)
314 additional days of assignment for orientation.
315

316 The assignment of a twelve-month full-time, non-credit member of the unit
317 shall be two- hundred-twenty days (220) days per fiscal year, forty-five (45)
318 hours per week of twenty- five (25) teaching hours, twelve (12) preparation
319 hours, four **(4)** office hours, and four (4) hours for governance and/or
320 professional development. First-year contract (probationary) and temporary
321 faculty shall have two (2) additional days of assignment for orientation.
322

323 **Faculty will have the option to conduct up to 80% of their 5.5 office**
324 **hours remotely.**
325

326 5.9.2 A minimum of thirty (30) hours of the weekly assignment shall be scheduled.
327 This requirement shall include travel time between two sites when teaching
328 assignments for a given day are on more than one campus.
329

330 5.9.3 **All overload/hourly assignments are in excess of contractual**
331 **obligations. Except for the welfare of the College, no contract or regular**
332 **faculty member shall have a total overload or hourly assignment**
333 **exceeding an average of nine (9) hours per week in any semester,**
334 **unless a single assignment exceeds this amount. Exceptions to the**
335 **nine (9) hour assignment must be recommended by the Division Dean**
336 **and approved by the Vice President for Instruction.**
337 **[Moved from Article 5.10.4 (a and b).]**
338

339 **5.9.4** Those affected employees on less than 100% **contract** assignment shall
340 serve the pro rata hours to those in sections 5.5.1 and 5.5.2.
341

342 5.10 CLASS SCHEDULES **INSTRUCTIONAL**

343

344 5.10.1 In establishing class schedules, Division Deans shall attempt to achieve
345 schedules that equitably distribute the number of class preparations that
346 faculty members must do for lecture or laboratory classes. The District will
347 make a reasonable effort to establish assignments requiring no more than
348 three (3) preparations.
349

350 5.10.2 *To the fullest extent practicable*, Division Deans shall solicit and consider
351 faculty requests prior to establishing both the proposed and final class
352 schedules. Additional consultation with affected faculty shall be attempted
353 whenever schedule changes must be made after publication of the final class
354 schedule.
355

356 5.10.3 The District may permit the scheduling of classes or assignments in less than
357 a five-day period when such scheduling is appropriate and in the best interest

358 of the instructional program and is requested by the faculty member.

359
360 5.10.4 When establishing Intersessions and hourly/daily teaching schedules,
361 Division Deans shall consider the qualifications, training and experience of
362 the persons available to teach a class, and among instructors for whom
363 these factors are substantially equal, contract instructors shall receive
364 preference for such assignments and reasonable attempts shall be made
365 to equitably distribute such assignments.

366
367 a. All overload/hourly assignments are in excess of contractual
368 obligations.

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

377 [Moved to Article 5.6.2 and 5.9.3 above.]

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

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

392
393 5.10.5 The District will make an effort to avoid faculty schedules that include
394 consecutive late night and early morning class assignments or early morning
395 and late night assignments on the same day.

396
397 5.10.6 The assignment of independent study students to unit members will be on a
398 completely voluntary basis.

400 5.11 SCHEDULING NON-INSTRUCTIONAL

401
402 5.11.1 In establishing schedules, Division Deans shall attempt to achieve
403 schedules that equitably distribute the number of service hours that non-
404 teaching faculty members must do to meet their load.

405
406 Division Deans shall solicit and consider faculty requests prior to
407 establishing the proposed and final service schedules.

408

409 ~~b. The district may permit the scheduling of service hours in less than a~~
410 ~~five-day period when such scheduling is appropriate and in the best~~
411 ~~interest of the instructional program and is requested by the faculty~~
412 ~~member.~~

413
414 ~~c. The District may permit the scheduling of service hours remotely~~
415 ~~for 2-1 or more scheduled days of service if requested by the faculty~~
416 ~~member.~~

417
418 **5.11.2 Schedule Change. Any changes to a non-instructional faculty's schedule**
419 **(beginning and ending times) can only occur if the District gives the faculty**
420 **member reasonable advance ~~ten (10) calendar days'~~ notice under the**
421 **circumstances.**
422

423 5.124 CLASS SIZE

424
425 5.124.1 Classes may be canceled due to insufficient enrollment at the discretion of
426 the Division Dean (in accordance with the Vice President of Instruction) and
427 in accordance with Office of Instruction current practices.

428
429 Whenever feasible, classes will be scheduled in rooms with capacities that
430 match section class limits. In specific cases where room capacity is greater
431 than a section's class size limit, the class size limit will not be raised unless
432 agreed upon as per the LGI process (See section 5.7.2). In specific cases
433 where room capacity is less than the section class size limit, the class size
434 limit will be set at room capacity. In situations in which the room size varies
435 by more than 10% from the class size limits, area Deans will offer sections of
436 the same course to faculty in a fair and equitable manner.

437
438 An effort will be made in the hospital clinical setting in the registered nurse
439 program to reduce the student- faculty ratio from 12:1 to 10:1.

440 5.124.2 LARGE GROUP INSTRUCTION ("LGI")

441
442
443 5.124.2.1 The District may, at its discretion, offer course sections in a Large
444 Group Instruction (LGI) format with closing numbers that exceed the
445 Normal Closing Number (NCN) for the course as maintained in the
446 college's curriculum inventory.

447
448 5.124.2.2 Assignments to LGI classes will be subject to the following
449 conditions:

- 450
451 a. Assignment is voluntary. At the time of schedule building,
452 Division Deans solicit and consider faculty requests to teach
453 LGI sections as well as room availability and student demand.
454 Once the schedule has been established, the Division Dean, in
455 consultation with faculty members, may convert sections to
456 LGI format based on student demand and room availability.
457 LGI offerings are subject to approval of the Vice President of
458 Instruction or designee. For a section to be eligible for LGI
459 compensation, the Vice President of Instruction or designee,

460 Division Dean, and faculty member must sign the appropriate
461 form.

462
463
464 b. Instructors of LGI classes will receive additional compensation
465 in the form of a stipend. The stipend will be based upon the
466 total student enrollment, at the census date, compared to the
467 normal class closing number (NCN), expressed as a
468 percentage, as described below:

469
470 110% to 150% of NCN = \$900 stipend 151% to 200% of NCN
471 = \$1800 stipend 201% to 250% of NCN = \$2700 stipend 251%
472 to 300% of NCN = \$3600 stipend 301% to 350% of NCN =
473 \$4500 stipend 351% and above = \$5400 stipend

474
475 For example, if the NCN is 50, a full-time instructor would
476 receive a stipend of \$1800 if the class size were 100 students,
477 \$3600 if the class size were 150 students, and \$5400 if the
478 class size were 200 students.

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

482
483 133% to 199% of NCN = 3 hours/week
484 200% to 299% of NCN = 6 hours/week
485 300% and above = 9 hours/week

486 487 **5.132 FLEXIBLE CALENDAR PROGRAM**

488
489 A flexible calendar program consists of the replacement of instruction time (i.e. flex)
490 that can be taken within the academic calendar for professional development. The
491 Calendar Committee will recommend a calendar with the scheduled FLEX days per
492 year not to exceed (2) days in total. These days can be taken as a full workday or
493 incrementally until the total number of hours accumulate to meet the employee's
494 FLEX obligation.

495 496 **5.132.1 FLEX ADVISORY COMMITTEE**

- 497
498 1. The FLEX Advisory Committee, a sub-committee of the College
499 Council Professional Development Committee, will plan, implement,
500 and assess activities for on-campus professional development (FLEX)
501 days.
502
503 2. One Faculty Association Executive Board member will be a member
504 of the FLEX Advisory Committee.

505 506 **5.132.2 FLEX OBLIGATION**

- 507
508 1. Full-time faculty obligation is 12 hours (2 days) of FLEX. **The Fall**
509 **FLEX Day will be the first business day prior to the start of Fall**
510 **classes . The Spring FLEX day may be scheduled on *the first***

~~**business day prior to the start of Spring classes or another a day during the Spring Semester ifas approved by the calendar committee. Unit members must attend both FLEX day as part of their faculty obligations. Full-time faculty who are unable to attend one or both FLEX days due to an excused and documented reason may fulfill the remainder their annual FLEX obligation by one of two methods: a. Attending the following scheduled on-campus FLEX Day**~~

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

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

3. Hourly Faculty (part-time and full-time overload):

a. **Hourly faculty shall have a FLEX obligation equivalent to their relative load on the day of the FLEX, as reflected by their schedule.**

b. Hourly faculty who work on a scheduled FLEX Day may fulfill their FLEX obligation by:

i. attending FLEX Day for the same number of hours they are scheduled to teach on that day or,

ii. completing equivalent flexible (in-lieu) FLEX hours equal to the hours they are scheduled to teach on any scheduled FLEX Day during the academic year.

cb. Hourly faculty who fulfill 5.12.2.3.a or b will be paid as if they had taught that day.

de. Hourly faculty who are not scheduled to teach have no FLEX obligation, but may participate voluntarily without compensation.

ed. FLEX Day activities will be offered for faculty who normally teach in the evening.

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5.132.3 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.

5.143 TRANSFER

- 5.143.1 At the same time an authorized faculty position is opened, the office of Human Resources shall notify each regular faculty member by email. Regular faculty members will have ten (10) work days from the date of notice to file a request for transfer to the division.
- 5.143.2 Upon receipt of a request, the Office of Human Resources shall notify the affected division.
- 5.143.3 If the faculty member(s) requesting the transfer meet(s) the minimum qualifications, or the equivalent, for the position, a selection committee with a maximum of five (5) members, composed of the Division Dean /administrator serving as the chair and appropriate faculty, will hold an informal meeting with the faculty member who has requested the transfer. Job expectations, percent of assignment, and qualifications will be discussed at this meeting.
- 5.143.4 The committee chair and faculty who have attended the meeting will vote by secret ballot to either accept or reject the transfer applicant, before outside candidates are interviewed. Once accepted, the candidate shall meet with the District President, who shall make the final decision.
- 5.143.5 The vacancy created by the transfer will be opened and posted in accordance with this section and Title 5 of the California Code of Regulations.

5.154 PERSONNEL RECORDS

- 5.154.1 Each employee has on file in the office of Human Resources an individual

613 folder containing the record of employment, the initial application, the signed
614 oath, transcripts, confidential references, minimum qualifications or credential
615 information, evaluation reports, documents supporting step and class
616 changes, a record of assignments and promotions, leave of absence records
617 and correspondence pertinent to the above.
618

619 5.154.2 When new non-routine material for a personnel folder is received in the
620 Office of Human Resources, a copy is sent to the employee for whose file the
621 material is intended unless the employee has already received a copy and
622 has been informed of the right of reply. If the employee wishes to reply in
623 writing to this communication, the reply is also placed in the personnel folder.
624 Evaluation and the contents of evaluations are not subject to the grievance
625 procedure except as to the actual effect.
626

627 5.154.3 If the employee and the Vice President of Human Resources agree that new
628 correspondence items are not relevant, such items may be given to the
629 employee and not placed in the file. Where agreement is not reached and the
630 item is included in the file, a covering letter may be placed in the file by the
631 employee.
632

633 5.154.4 The individual may see all the contents of the folder except the confidential
634 references. The complete contents of the folder may be seen only by those
635 persons with a "need to know," or those who have a responsibility in reaching
636 a decision on the future status of the individual in the District, including
637 members of grievance panels and personnel selection committees.
638

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

640
641 FOR THE COLLEGE DISTRICT

FOR THE ASSOCIATION

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