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

**September 25, 2024**

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 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 development and

52 submission of related reports and to integrate results of assessments into  
53 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 update~~, and College  
61 governance, if in full-time status; hiring committees and other District-sanctioned  
62 committees; ~~division and~~ 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 institutions of  
67 higher learning; faculty mentoring; attendance at professional conferences and  
68 trainings that benefit the functions of the District or teaching, learning, or  
69 counseling; attending board meetings; advising student clubs; community  
70 outreach, student recruitment efforts, public relations events for the benefit of the  
71 District; and fundraising and soliciting donations for benefit of the foundation or  
72 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 the~~  
76 ~~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 member of  
81 meeting professional responsibilities associated with their normal load as set  
82 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 week,  
92 plus five (5) hours per week for professional growth and development, College  
93 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 hours  
97 per week, plus an additional five (5) hours per week for professional growth and  
98 development, College governance and other professional responsibilities.

99  
100 The assignment of a twelve-month full-time, non-teaching member of the unit  
101 shall be two-hundred-twenty (220) days per fiscal year, thirty-five hours per  
102 week, plus an additional five hours per week for professional growth and

103 development, College governance and other professional responsibilities.

104  
105 5.5.2 The non-teaching assignment of a non-teaching member of the unit who has a  
106 classroom assignment shall be reduced by an amount proportional to the percent  
107 of full-time teaching assignment of the classroom assignment.  
108

## 109 **5.6 TEACHING FACULTY – CREDIT COURSES**

110  
111 5.6.1 The assignment for a full-time, classroom instructor of credit classes shall be one  
112 hundred seventy-six (176) duty days per fiscal year, thirty-four (34) hours per  
113 week consisting of a combination of in-class teaching and preparation for  
114 teaching, plus five and one half (5.5) hours of additional time for student  
115 conferences, plus five and one half (5.5) hours for professional growth and  
116 development, College governance and other professional responsibilities. The  
117 first duty day will be the first business day prior to the start of the Fall classes.  
118

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

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

133 First year contract (probationary) and temporary faculty shall have two (2)  
134 additional days of assignment for orientation prior to the first duty day.  
135

136 5.6.2 All overload/hourly assignments are in excess of contractual obligations. Except  
137 for the welfare of the College, no contract or regular faculty member shall have a  
138 total overload or hourly assignment exceeding an average of nine (9) hours per  
139 week in any semester, unless a single assignment exceeds this amount.  
140 Exceptions to the nine (9) hour assignment must be recommended by the  
141 Division Dean and approved by the Vice President for Instruction.  
142

143 5.6.7.32 The determination of classroom assignments for a full-time instructor of  
144 credit classes in the divisions below shall have the following lab to lecture ratio;  
145

<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>Other disciplines</u>	<u>1.0</u>	<u>0.75</u>

151  
152  
153 5.6.7.43 The determination of classroom assignments for a full-time instructor of

154 credit classes in an open-lab environment in those divisions which have  
155 established such an environment shall be continued. An “open-lab” environment  
156 is one in which, though there may be some group instruction, the primary role of  
157 the instructor is to provide direction and assistance on an individual basis.  
158

### 159 160 **5.6.3 CONFERENCE HOURS**

161  
162 5.6.3.1 Full-time unit members shall schedule their five and one half (5.5) student  
163 conference hours on no fewer than three (3) different days per week. Unit  
164 members on reduced load or reassignment shall have their conference hours  
165 reduced by a percentage equivalent to their reassignment or reduction in load.  
166 Unit members on reduced load shall schedule student conference hours on no  
167 fewer days than one less than the number of required conference hours.  
168 Conference hours will be held between the hours of 6:00 a.m. and 10:00 p.m.  
169 unless otherwise approved by the Division Dean. No single conference period  
170 shall be less than thirty (30) minutes in length. Conference hours will not be  
171 scheduled between 12:00 p.m. and 1:00 p.m. on Tuesdays or Thursdays and will  
172 not be scheduled to conflict with the instructor’s class assignments. Conference  
173 hours shall be held in the unit member’s office, a laboratory facility readily  
174 accessible to students, or other location approved by the unit member’s  
175 immediate supervisor and based on a schedule posted no later than the first  
176 Monday following the opening of a semester.

177  
178 Faculty will have the option to conduct up to 80%\_of their office hours remotely.  
179

180 5.6.3.2 During the final examination period, required conference hours may be  
181 scheduled in a pattern appropriate to the faculty member’s final examination  
182 schedule and student needs. A copy of the revised office hours and final  
183 examination schedule shall be posted, and a copy shall be submitted to the  
184 division dean.  
185

186 5.6.4 Unless excepted by this Agreement, the classroom assignment for a full-time  
187 instructor of credit classes shall be a minimum of thirty (30) lecture hour  
188 equivalent (LHE) per year, with the general expectation of there being 15 LHE  
189 per semester. An LHE is based on one lecture hour per week for a full semester  
190 (18 weeks). For a 16-week compressed academic calendar, the actual hours of  
191 instruction or service shall be calculated at the rate of 1 LHE = 1.13 lecture  
192 hours.  
193

194 5.6.4.1 Unless excepted by this Agreement, each hour designated in the College  
195 Catalog as lecture shall be given credit as (1) LHE.  
196

197 5.6.4.2 Unless excepted by this Agreement, each hour designated in the College  
198 Catalog as laboratory shall be given credit as 0.75 LHE.  
199

200 5.6.4.3 Unless excepted by this Agreement, each hour designated in the College  
201 Catalog as activity shall be given credit as 0.87 LHE.  
202

203 5.6.4.4 Each hour designated in the College Catalog as laboratory in a Physical  
204 Education Activity course shall be given credit as 0.7143 LHE.

205  
206 5.6.4.5 Each hour designated as field practice shall be given 0.200 LHE.

207  
208 **5.7 LOAD BALANCING**

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

219  
220 5.7.1 The classroom assignment for a full-time instructor of credit classes in a block  
221 program shall be twenty (20) hours per week. A "block program" is an  
222 occupational program which generally involves both lecture and laboratory  
223 components, and is generally offered in 4- hour blocks.

224  
225 ~~5.7.2 The determination of classroom assignments for a full-time instructor of credit~~  
226 ~~classes in the divisions below shall have the following lab to lecture ratio;~~

227  
228

<del>Assignment</del>	<del>Lecture</del>	<del>Lab</del>
<del>Natural Science</del>	<del>1.0</del>	<del>1.0</del>
<del>Nursing</del>	<del>1.0</del>	<del>1.0</del>
<del>Dental Hygiene</del>	<del>1.0</del>	<del>0.83</del>
<del>Dental Assistant</del>	<del>1.0</del>	<del>0.78</del>
<del>Other</del>	<del>1.0</del>	<del>0.75</del>

229  
230  
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232  
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234

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

240  
241 **5.8 PART-TIME FACULTY – CREDIT COURSES**

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

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

252  
253 5.8.3 A full-time faculty weekly teaching load is defined as 17 LHE, ~~except in Natural~~  
254 ~~Sciences where the weekly load is 18 LHE~~, 17 hours of class preparation and  
255 grading, 5.5 hours of student advisement, and 5.5 hours of college service.

256 Therefore, full-time faculty members spend 39.5 out of a 45-hour workweek, or  
257 87.5% 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 full-time  
260 faculty member. Part-time faculty members are not responsible for college  
261 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 is  
266 computed in relation to the goal of parity.

267  
268 Parity Formula – Parity formula shall be calculated on a full-time faculty spending  
269 39.5 hours per week out of 45 hours per week on comparable duties as part-time  
270 faculty or 87.8% per week of their time on the same duties as Part-Time Faculty.  
271 (39.5/45=87.8%).

272  
273 5.8.6 Office Hours – Part-time faculty will be paid for the following office hours per  
274 semester at the employee’s hourly rate for each assigned lecture hour:

<u>Lecture/Lab Units</u>	<u>Office Hours</u>
275	
276	
277 .5 up to <del>2.993</del>	8 hours
278	
279 3 up to <del>7.998</del>	10 hours
280	
281 <del>More than 88 or more</del>	12 Hours
282	

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

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

## 294 5.9 TEACHING FACULTY – NONCREDIT CLASSES

295  
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) teaching  
299 hours, twelve (12) preparation hours, four (4) office hours, and four (4) hours for  
300 governance and/or professional development. First-year contract (probationary)  
301 and temporary faculty shall have two (2) additional days of assignment for  
302 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-five  
306 (25) teaching hours, twelve (12) preparation hours, four (4) office hours, and four

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

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

316  
317 Faculty will have the option to conduct up to 80% of their office hours remotely.  
318

319 5.9.2 A minimum of thirty (30) hours of the weekly assignment shall be scheduled. This  
320 requirement shall include travel time between two sites when teaching  
321 assignments for a given day are on more than one campus.  
322

323 5.9.3 All overload/hourly assignments are in excess of contractual obligations. Except  
324 for the welfare of the College, no contract or regular faculty member shall have a  
325 total overload or hourly assignment exceeding an average of nine (9) hours per  
326 week in any semester, unless a single assignment exceeds this amount.  
327 Exceptions to the nine (9) hour assignment must be recommended by the  
328 Division Dean and approved by the Vice President for Instruction.  
329

330 5.9.4 Those affected employees on less than 100% assignment shall serve the pro  
331 rata hours to those in sections 5.5.1 and 5.5.2.  
332

## 333 **5.10 CLASS SCHEDULES**

334  
335 5.10.1 In establishing class schedules, Division Deans shall attempt to achieve  
336 schedules that equitably distribute the number of class preparations that faculty  
337 members must do for lecture or laboratory classes. The District will make a  
338 reasonable effort to establish assignments requiring no more than three (3)  
339 preparations.  
340

341 5.10.2 To the fullest extent practicable, Division Deans shall solicit and consider faculty  
342 requests prior to establishing both the proposed and final class schedules.  
343 Additional consultation with affected faculty shall be attempted whenever  
344 schedule changes must be made after publication of the final class schedule.  
345

346 5.10.3 The District may permit the scheduling of classes or assignments in less than a  
347 five-day period when such scheduling is appropriate and in the best interest of  
348 the instructional program and is requested by the faculty member.  
349

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

356 a. Intersession teaching assignments may not exceed the semester  
357 equivalent to 67% of a full-time faculty member's load during the primary term

(Fall/Spring) unless approved by the Vice-President of Instruction.

b. Intersession ~~Hourly Paid Adjunct~~ Faculty – Credit and Non-credit. Payment for Board- approved or legal holidays is authorized for each Intersession'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.

## 5.12 CLASS SIZE

5.12.1 Classes may be cancelled due to insufficient enrollment at the discretion of the Division Dean (in accordance with the Vice President of Instruction) and in accordance with Office of Instruction current practices.

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

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

### 5.12.2 LARGE GROUP INSTRUCTION ("LGI")

5.12.2.1 The District may, at its discretion, offer course sections in a Large Group Instruction (LGI) format with closing numbers that exceed the Normal



409 Closing Number (NCN) for the course as maintained in the college's  
410 curriculum inventory.

411  
412 5.12.2.2 Assignments to LGI classes will be subject to the following conditions:  
413

414 a. Assignment is voluntary. At the time of schedule building, Division Deans  
415 solicit and consider faculty requests to teach LGI sections as well as room  
416 availability and student demand. Once the schedule has been  
417 established, the Division Dean, in consultation with faculty members, may  
418 convert sections to LGI format based on student demand and room  
419 availability. LGI offerings are subject to approval of the Vice President of  
420 Instruction or designee. For a section to be eligible for LGI compensation,  
421 the Vice President of Instruction or designee, Division Dean, and faculty  
422 member must sign the appropriate form.

423  
424 b. Instructors of LGI classes will receive additional compensation in the form  
425 of a stipend. The stipend will be based upon the total student enrollment,  
426 at the census date, compared to the normal class closing number (NCN),  
427 expressed as a percentage, as described below:

428  
429 110% to 150% of NCN = \$900 stipend  
430 151% to 200% of NCN = \$1800 stipend  
431 201% to 250% of NCN = \$2700 stipend  
432 251% to 300% of NCN = \$3600 stipend  
433 301% to 350% of NCN = \$4500 stipend  
434 351% and above = \$5400 stipend

435  
436 For example, if the NCN is 50, a full-time instructor would receive a stipend of  
437 \$1800 if the class size were 100 students, \$3600 if the class size were 150  
438 students, and \$5400 if the class size were 200 students.

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

442 133% to 199% of NCN = 3 hours/week  
443 200% to 299% of NCN = 6 hours/week  
444 300% and above = 9 hours/week  
445

## 446 5.13 FLEXIBLE CALENDAR PROGRAM

447  
448 A flexible calendar program consists of the replacement of instruction time (i.e. flex) that  
449 can be taken within the academic calendar for professional development. The Calendar  
450 Committee will recommend a calendar with the scheduled FLEX days per year not to  
451 exceed (2) days in total. These days can be taken as a full workday or incrementally until  
452 the total number of hours accumulate to meet the employee's FLEX obligation.  
453

### 454 5.13.1 FLEX ADVISORY COMMITTEE

- 455  
456 1. The FLEX Advisory Committee, a sub-committee of the College Council  
457 Professional Development Committee, will plan, implement, and assess activities  
458 for on-campus professional development (FLEX) days.  
459 2. One Faculty Association Executive Board member will be a member of the FLEX

460 Advisory Committee.

461  
462 5.13.2 FLEX OBLIGATION  
463

464 1. Full-time faculty obligation is 12 hours (2 days) of FLEX. The Fall FLEX Day will  
465 be the first business day prior to the start of Fall classes. The Spring FLEX day  
466 may be scheduled on the first business day prior to the start of Spring classes or  
467 another day during the Spring Semester if approved by the Board based upon  
468 the recommendation of the calendar committee. Full-time faculty may fulfill their  
469 annual FLEX obligation by one of two methods:

470  
471 a. Attending the scheduled on-campus FLEX Day:  
472

473 OR  
474

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

480 2. The obligation for faculty on reduced workloads is twelve (12) hours multiplied by  
481 the faculty member's percent teaching load. Completion of activities referenced  
482 in 1.2.1a and b above shall fulfill FLEX requirements for faculty on reduced  
483 workloads.  
484

485 3. Hourly-Adjunct Faculty (part-time and full-time overload):  
486

487 a. Hourly-Adjunct faculty shall have a FLEX obligation equivalent to their  
488 relative load on the day of the FLEX, as reflected by their schedule.  
489

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

492 i. attending FLEX Day for the same number of hours they are  
493 scheduled to teach on that day or,  
494

495 ii. completing equivalent flexible (in-lieu) FLEX hours equal to the  
496 hours they are scheduled to teach on any scheduled FLEX Day during  
497 the academic year.  
498

499 c. Hourly-Adjunct faculty who fulfill 5.12.2.3.a or b will be paid as if they had  
500 taught that day.

501 d. Hourly-Adjunct- faculty who are not scheduled to teach have no FLEX  
502 obligation, but may participate voluntarily without compensation.  
503

504 e. FLEX Day activities will be offered for faculty who normally teach in the  
505 evening.  
506

507 5.13.3 FLEX OBLIGATION TRACKING

508 a. Employees will be compensated for the FLEX obligation hours stated in  
509 as part of their normal pay cycle. Note that this is not extra compensation,  
510 but part of a faculty's load.

- 511                   b.       It is the responsibility of the individual faculty member to track and report  
512                   FLEX participation. Participation in on-campus FLEX days and in-lieu  
513                   activities will be tracked by each faculty member in accordance with  
514                   PCC's FLEX guidelines.  
515
- 516                   c.       Faculty who facilitate a professional development event that has been  
517                   approved by the FLEX advisory committee or Professional Development  
518                   standing committee will receive double FLEX credit (e.g. a 2-hour  
519                   workshop will count as 4 hours of FLEX credit).  
520
- 521                   d.       Faculty who develop a professional development event that has been  
522                   approved by the FLEX advisory committee or Professional Development  
523                   standing committee will receive triple FLEX credit (e.g. a 2-hour workshop  
524                   will count as 6 hours of FLEX credit) the first time the event is offered.

#### 525 **5.14 TRANSFER**

526

527       5.14.1 At the same time an authorized faculty position is opened, the office of Human  
528           Resources shall notify each regular faculty member by email. Regular faculty  
529           members will have ten  
530       (10) work days from the date of notice to file a request for transfer to the division.  
531

532       5.14.2 Upon receipt of a request, the Office of Human Resources shall notify the  
533           affected division.  
534

535       5.14.3 If the faculty member(s) requesting the transfer meet(s) the minimum  
536           qualifications, or the equivalent, for the position, a selection committee with a  
537           maximum of five (5) members, composed of the Division Dean /administrator  
538           serving as the chair and appropriate faculty, will hold an informal meeting with  
539           the faculty member who has requested the transfer. Job expectations, percent of  
540           assignment, and qualifications will be discussed at this meeting.  
541

542       5.14.4 The committee chair and faculty who have attended the meeting will vote by  
543           secret ballot to either accept or reject the transfer applicant, before outside  
544           candidates are interviewed. Once accepted, the candidate shall meet with the  
545           District President, who shall make the final decision.  
546

547       5.14.5 The vacancy created by the transfer will be opened and posted in accordance  
548           with this section and Title 5 of the California Code of Regulations.  
549

#### 550 **5.15 PERSONNEL RECORDS**

551

552       5.15.1 Each employee has on file in the office of Human Resources an individual folder  
553           containing the record of employment, the initial application, the signed oath,  
554           transcripts, confidential references, minimum qualifications or credential  
555           information, evaluation reports, documents supporting step and class changes, a  
556           record of assignments and promotions, leave of absence records and  
557           correspondence pertinent to the above.  
558

559       5.15.2 When new non-routine material for a personnel folder is received in the Office of  
560           Human Resources, a copy is sent to the employee for whose file the material is  
561           intended unless the employee has already received a copy and has been

562 informed of the right of reply. If the employee wishes to reply in writing to this  
563 communication, the reply is also placed in the personnel folder. Evaluation and  
564 the contents of evaluations are not subject to the grievance procedure except as  
565 to the actual effect.

566  
567 5.15.3 If the employee and the Vice President of Human Resources agree that new  
568 correspondence items are not relevant, such items may be given to the  
569 employee and not placed in the file. Where agreement is not reached and the  
570 item is included in the file, a covering letter may be placed in the file by the  
571 employee.

572 5.15.4 The individual may see all the contents of the folder except the confidential  
573 references. The complete contents of the folder may be seen only by those  
574 persons with a "need to know," or those who have a responsibility in reaching a  
575 decision on the future status of the individual in the District, including members of  
576 grievance panels and personnel selection committees.

577  
578  
579 Signed and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

580  
581 FOR THE COLLEGE DISTRICT

FOR THE ASSOCIATION

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