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**PROPOSAL FROM THE
SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT
TO THE SAN MATEO COMMUNITY COLLEGE FEDERATION OF TEACHERS,
LOCAL 1493, AFT, AFL-CIO
July 7, 2023**

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The collective bargaining proposal presented herein by the San Mateo Community College District to the San Mateo Federation of Teachers, Local 1493, AFL-CIO, is expressly made pursuant to the Education Employment Relations Act and the Collective Bargaining Agreement between the parties. The following proposal is intended to apply only to the Article set forth below. All other provisions of the Collective Bargaining Agreement shall be deemed to remain unchanged except as set forth below or as otherwise mutually agreed:

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ARTICLE 12
TRANSFERS AND REASSIGNMENTS

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12.1 ASSIGNMENT OF EMPLOYEES: Each member of the unit is assigned by Board action. Within Board authorization, the Chancellor has the authority to assign all employees as to location of assignment and specific hours of employment in harmony with conditions specified in this Agreement. An employee gains status and employment rights as an employee of the District, but not as an employee of a specific college.

Off-campus work locations can be assigned only if agreed to by the employee.

12.2 TWO TYPES OF TRANSFER: Two types of transfers will be addressed in this article: voluntary transfers (employee initiated) and involuntary transfers (District initiated). A college with faculty available for transfer will be referred to as the sending college and a college requiring faculty will be referred to as the receiving college.

12.3 VOLUNTARY TRANSFERS ARE PREFERABLE TO INVOLUNTARY: Whenever possible, voluntary transfer will be arranged in preference to involuntary transfer.

12.4 VOLUNTARY TRANSFERS: Voluntary transfers shall be handled as follows:

12.4.1 All unit members will be notified of the opening of full-time faculty positions at each college in the District by notice via electronic mail or by posting the notice in the vicinity of the faculty mailboxes.

12.4.2 An instructor desiring to transfer to another college may submit a transfer request to the division dean of the sending college.

12.4.3 If the request is approved by the division dean, ~~he/she~~ they will then forward it to the receiving college within ten (10) days of the request date.

12.4.4 No transfer request shall be denied for reasons other than the one that the transfer would cause actual harm to the educational program at the sending college or the receiving college.

12.4.5 If, during the academic year in which the request was submitted, a vacancy occurs at the receiving college, the faculty member having requested transfer will be considered before any new employee is recruited.

53 12.4.6 When the receiving college has made its decision, the instructor will be notified.
54 Upon request, the instructor who is denied transfer will be provided with written
55 notification of the reason for the denial. **Nothing prevents a faculty member**
56 **denied a transfer from applying and being interviewing for the opening.**
57

58 **12.5 INVOLUNTARY TRANSFERS:** Involuntary transfers may be effected: (1) when an
59 employee must take a split-load assignment at two colleges in order to fill **his/her-their**
60 full annual workload, or (2) to avoid a layoff under reduction-in-force conditions, or (3)
61 whenever an opening is declared at one college in a teaching field in which there is an
62 anticipated teacher surplus at another college, and no one has volunteered to transfer.
63

64 12.5.1 Regardless of the reason for transfer, the procedures for involuntary transfer
65 will be put into effect in sufficient time for the transferring instructor to be
66 notified no later than four weeks prior to the beginning of the semester in which
67 the transfer will take place.
68

69 12.5.2 The following procedures shall cover required split load assignments:
70

71 12.5.2.1 When a split-load is required in order to complete an employee's full
72 annual workload, every effort will be made to restrict all classes on any
73 given day to one college only.
74

75 12.5.2.2 The Board will reimburse the employee for any mileage from one
76 college to the other incurred as a result of a split-load assignment, but
77 will not reimburse the employee from home to the first assignment of
78 the day; nor for the trip home from the last assignment of the day.
79

80 12.5.2.3 The instructor will not be requested to serve on college committees at
81 more than one college during any semester.
82

83 12.5.2.4 The instructor will be formally evaluated at no more than one college
84 during any semester. The instructor will normally be evaluated at the
85 college of **his/her-their** major assignment.
86

87 12.5.2.5 Extensions of involuntary split-load assignments from semester to
88 semester will be avoided in every instance where possible.
89

90 12.5.2 Transfers that result from staff reduction in a particular kind of service at a
91 given college will be by reverse seniority with the least senior employee who
92 is credentialed and competent at the sending college being transferred first. If
93 transfer of this employee would result in actual harm to the educational
94 program of the sending college, then the next least senior employee would be
95 transferred. If vacancies exist at more than one college, the most senior
96 employee who is credentialed and competent will be given a choice of
97 colleges.
98

99 12.5.3 When an opening is declared at one college in a field in which there is an
100 anticipated teacher surplus at another college, and there is no volunteer for
101 transfer, the following procedure will be followed:
102

103 12.5.3.1 The division dean of the sending college will, if possible, forward a
104 list of the two (2) least senior instructors whose teaching disciplines,

105 training, credential, and experience qualify them to fill the announced
106 vacancy to the appropriate division dean of the receiving college. If
107 transfer of one or both of these employees would result in actual
108 harm to the educational program of the sending college, the next
109 least senior employee(s) would be listed. The division dean will also
110 immediately inform the instructors so listed that they are available for
111 transfer.

112
113 12.5.3.2 The division dean at the receiving college will select the one who is
114 judged best qualified to fit the requirements of the receiving college.

115
116 12.5.3.3 All parties concerned will be promptly notified of the transfer decision.

117
118 12.5.4 An involuntarily transferred instructor may return to his/her/their sending
119 college under the following circumstances:

120
121 12.5.4.1 Any instructor involuntarily transferred may return to the sending
122 college, upon his/her/their request, after two years at the receiving
123 college, provided that at least one FTE in his/her/their teaching field
124 is currently being filled by part-time employees at his/her/their
125 former college.

126
127 12.5.4.2 At any time following an involuntary transfer, if a full-time teaching
128 position for which the transferred instructor is qualified becomes
129 available at the sending college, the transferred instructor may return
130 to the sending college upon his/her/their request.

131
132 12.6 REASSIGNMENT: A member of the unit may be assigned to perform a specified
133 service in a faculty service area (FSA) other than the faculty service area of his/her
134 principal current assignment only if the employee is either credentialed or meets
135 minimum qualifications or equivalency to perform the specified service as set forth in
136 Article 20 and satisfies any one of the criteria listed below:

137
138 1. Holds a major or a Master's or Doctorate degree appropriate to the
139 specified service

140
141 2. Performed the specified service in this District during the current year

142
143 3. Performed the specified service in this District during at least four
144 semesters within the last seven years

145
146 4. Has the specified service as a major on an applicable California
147 credential

148
149 5. Performed the specified service as his/her principal assignment at the
150 time he/she was granted tenure in this District.

151
152 [This interferes with management's right of assignment. PERB has recognized that
153 direction of work force and determination of what work is to be performed by
154 employees is a managerial prerogative, at the core of managerial control, and not
155 subject to bargaining. (Davis Joint Unified School District (1984) PERB Decision No.
156 393; Trustees of the California State University (2006) PERB Dec. No.1853.) PERB has

157 further rejected union proposals which serve to give the union a role in assigning work,
158 holding that it is at the core of managerial control. (Davis Joint Unified School District
159 (1984) PERB Decision No. 393.)]
160

161 ~~12.6.1~~ Whenever possible, voluntary reassignment will be arranged in preference to
162 involuntary reassignment.
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164 San Mateo County Community	San Mateo Federation of Teachers, Local 1493,
165 College District	AFT, AFL-CIO

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