

**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**

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:

**ARTICLE 12
TRANSFERS AND REASSIGNMENTS**

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.

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

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

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

12.5.2 The following procedures shall cover required split load assignments:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

~~12.6.1~~ Whenever possible, voluntary reassignment will be arranged in preference to involuntary reassignment.

San Mateo County Community
College District

San Mateo Federation of Teachers, Local 1493,
AFT, AFL-CIO
