

# Article 5

# Assignment of Personnel

## 5.1 Definitions

### 5.1.1 Work Location

Work location is defined as the designated college of a unit member.

### 5.1.2 Assignment

The place and hours per day and/or per week during which a faculty member is required to be at a specific work location.

### 5.1.3 Reassignment

A change at the same college in the placement of a unit member within the minimum qualifications, which they hold, into different departments and/or divisions.

### 5.1.4 Transfer

The change of a unit member from one college to another into a position for which they meet the minimum qualifications.

### 5.1.5 Reduction in Force

The laying-off of employees with employment rights in the District is to be as defined in law.

### 5.1.6 Seniority

The employment rights of a faculty member based on the initial date of employment in the District.

### 5.1.7 Partial Assignments

Less than a full faculty load assignment held by a faculty member with fulltime employment rights in the District.

## 5.2 Reassignment

### 5.2.1 Voluntary Reassignment

If a vacancy occurs in the same or other department or division outside the unit member's normal assignment, the unit member may submit a written request to the College President to be reassigned. Such requests, if received at least one (1) week prior to the closing date for application for an advertised position, shall be considered before those of other applicants.

### 5.2.2 Involuntary Reassignment

In the absence of volunteers to fill a vacancy internally, the college may administratively reassign from any overstaffed area that qualified faculty member with the lowest seniority.

### 5.3 Transfer

#### 5.3.1 Voluntary Transfer

Voluntary transfer is a process by which an eligible faculty member of a district college may request a transfer to another college or site within the District. A voluntary transfer request does not guarantee being selected and can result either in acceptance or denial of the voluntary transfer request.

#### Eligibility Criteria

Eligibility for voluntary transfer is limited to full-time tenured faculty and full-time third and fourth year tenure-track faculty who have received no “needs improvement” or “unsatisfactory” marks on their first and second year performance reviews.

#### Process Stages

The voluntary transfer process shall consist of four (4) stages: a preliminary stage; a screening stage consisting of two (2) steps; a first-level interview stage consisting of three (3) steps; and a second-level interview stage consisting of two (2) steps.

##### 5.3.1.1 Preliminary Stage

There shall be three (3) preliminary steps in the voluntary transfer process.

*Step One:* As part of the college process for filling new full-time faculty positions, full-time faculty within the department will reach consensus as to whether to review voluntary transfers. The Department Chair and Area Dean shall define faculty consensus. If a department does not have any full-time faculty or a new faculty position is without a designated department, the Area Dean, in consultation with the Academic Senate President (or designee), will determine whether to review voluntary transfers. If there is no consensus, then Involuntary Transfer may occur.

*Step Two:* If voluntary transfer applicants are to be considered, the District Human Resources Office shall inform full-time faculty members via email regarding the voluntary transfer deadline date. The District voluntary transfer deadline date shall be no later than three (3) weeks earlier than the general application deadline date.

*Step Three:* Voluntary transfer applicants must submit to the District Human Resources Office a Voluntary Transfer Request Form, an application used for general hiring, a resume and/or a letter of interest no later than the voluntary transfer deadline date. The District Human Resources Office shall forward all voluntary transfer applications to the college requesting the position prior to the general application deadline date.

#### 5.3.1.2

##### Screening Stage

There shall be two (2) screening steps in the voluntary transfer process.

*Step One:* A transfer screening committee shall screen the voluntary transfer application(s) according to screening criteria established by the committee prior to reviewing the voluntary transfer applications.

*Step Two:* The transfer screening committee may recommend by consensus moving forward with one (1) or more voluntary transfer interview(s) or recommend opening the process to all general applicants as described in the hiring manual. If there is no recommendation, then Involuntary Transfer may occur.

#### 5.3.1.3

##### First Level Interview Stage

There shall be three (3) first-level interview steps in the voluntary transfer process.

*Step One:* The transfer interview committee develops interview questions that must be used for all voluntary transfer applicants being interviewed.

*Step Two:* The transfer interview committee conducts [an] interview(s) of the voluntary transfer applicant(s).

*Step Three:* The transfer interview committee may recommend by consensus [a] voluntary transfer applicant(s) for selection to the College President or choose not to recommend by consensus any voluntary transfer applicant(s). If there is no recommendation, then Involuntary Transfer may occur.

#### 5.3.1.4

##### Second Level Interview Stage

There shall be two (2) second-level interview steps in the voluntary transfer process.

*Step One:* After receiving the recommendation(s) from the transfer interview committee, the College President (or designee) interviews the voluntary transfer applicant(s) and checks applicant references consistent with hiring manual procedures.

*Step Two:* The College President determines to either accept or deny the transfer of the voluntary transfer applicant(s) and then notifies the applicant(s). If the College President denies the voluntary transfer applicant(s), then Involuntary Transfer may occur.

5.3.2 Committee Appointments

Members of the transfer screening committee and transfer interview committee shall be taken from the general hiring committee.

The hiring committee will determine the appointments to the transfer screening and interview committees under conditions in Sections 5.3.2.1 and 5.3.2.2.

5.3.2.1 Transfer Screening Committee Membership

The transfer screening committee shall consist of one (1) administrative member, an equity representative who should be a faculty member if one is available, and at least one (1) tenured discipline faculty member and one (1) additional faculty member, excluding the voluntary transfer applicant's current institution of assignment.

5.3.2.2 Transfer Interview Committee Membership

The transfer interview committee shall consist of at least the transfer screening committee, with the option of adding any or all of the faculty members from the department assigned to the hiring committee.

5.3.2.3 The Rights of Unsuccessful Voluntary Transfer Applicants

If at the screening stage, the first-level interview stage, or the second-level interview stage, a voluntary transfer applicant's request for transfer is denied, the applicant reserves the right to be considered for the position through the general hiring process as described in the hiring manual.

5.3.3 Involuntary Transfer

If a vacancy in the District is to be filled internally and there are no qualified volunteer faculty members, the District may administratively transfer that qualified faculty member with the lowest seniority in that discipline area from a college which has staff overage. General counseling, DSP&S, EOPS, and CalWORKS are considered as separate discipline areas.

5.4 **Rights of Return**

When there is a vacancy in the subject area at the work location from where the employee was originally transferred or reassigned, the employee who has been involuntarily transferred or involuntarily reassigned has the right to such an opening provided:

- 5.4.1 The employee accepts such first available assignment which is at least equal to the percent of assignment (tenure) as previously held in the original unit; otherwise the employee forfeits all rights to return automatically.
- 5.4.2 In the event there is an opening which is not at least equal to the percent of assignment (tenure) as previously held, the employee has the option to accept the lesser percent of assignment which has become available at the original unit. However, should subsequent opening combinations develop at the original unit which would provide opportunity for the employee to have a reassignment which is at least equal to the percent of assignment originally held by the employee, then the employee must do one (1) of two (2) things, either:
  - 5.4.2.1 Accept the developed opening combination which would at least equal the original percent of assignment held, or
  - 5.4.2.2 Forfeit all rights to automatic reassignment and also forfeit all rights to the partial reassignment at the original unit. Further, in such case the employee may be reassigned to the initial voluntary position as per the terms of the initial volunteering at the discretion of the District. This subsection applies to unit members who apply for an opening and are voluntarily transferred from one college to another college or are voluntarily reassigned from one division to another division within the same college in accordance with the provisions of this subsection.

## **5.5 Seniority, Reduction in Force, and Recall Rights**

- 5.5.1 All faculty members with re-employment rights shall hold a seniority number corresponding to their relative date of employment in the District.
- 5.5.2 The District shall provide LRCFT with current seniority lists for all bargaining unit employees with re-employment rights no later than thirty (30) days after receipt of a written request. The District shall also notify LRCFT of proposed and determined reductions in force, which employees are affected, and the length of the lay-off, if determinable.
- 5.5.3 In the case of a reduction in force, those faculty members with the lowest seniority shall be laid off first in accordance with provisions of the Education Code. In the event that future legislation addresses reduction of force, this contract language will prevail if the legislative language is permissive.

- 5.5.4 Return to duty shall be accomplished in the order of the higher seniority first according to the following terms and conditions:
- 5.5.4.1 If a vacancy occurs, each employee who has been laid-off shall be notified by mail of any full- or part-time vacancies in the District. Such notification shall be circulated twenty (20) days before the vacancy shall be advertised for general applicants. The District shall notify LRCFT of the existence of such vacancies. No person without re-employment rights shall be hired as long as there are any qualified faculty members with re-employment rights available for any open position.
  - 5.5.4.2 If a faculty member on lay-off exercises seniority rights for a position which is less of a load than their re-employment right, that employee shall retain their seniority position in regard to other employment in the District.
  - 5.5.4.3 An employee on lay-off with re-employment rights shall have fifteen (15) days after the mailing of vacancy notices to apply to exercise their preferential recall rights.

## **5.6 Partial Assignments, Academic Year**

- 5.6.1 For regular full-time faculty members, less than full-time assignments may be granted for the following reasons:
- 5.6.1.1 A reduction from full-time to partial retirement made voluntarily by the faculty member.
  - 5.6.1.2 A reduction from full-time to partial assignment made at the request of a regular faculty member for reasons of health, personal problems, or professional development. Such partial assignments normally shall not exceed one (1) academic year but may be extended for good cause.
  - 5.6.1.3 No partial assignments shall be given in a department discipline as long as a regular faculty member with full or parttime employment rights is kept involuntarily on a partial contract that is less than the employee's tenured employment rights.

## **5.7 Assignment Schedule**

- 5.7.1 The development of a specific work location, assignment(s), and hours shall take into consideration the requests of the faculty member in coordination with the Department Chair and Area Dean. The employee's preferences (rooms, time-of-day, courses, etc.) in scheduling shall be given every consideration when consistent with sound educational practices. This article applies to all faculty members, including classroom teachers,

counselors, librarians, coordinators, and college nurses. (See Article 20, Management Rights.)

## **5.8 Resignations**

5.8.1 A unit member who submits a written resignation may, within ten (10) days following the date said resignation was submitted and prior to Board approval, withdraw the resignation without prejudice, except when the resignation is part of a negotiated resignation or given for participation in a special District program in which cases the resignation is effective immediately upon acceptance by the Chancellor.