

**PROPOSAL FROM
THE ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT to the
ANTELOPE VALLEY COLLEGE FEDERATION OF TEACHERS**

June 24, 2025

The following proposal was presented during negotiations by the Antelope Valley Community College District ("District") to the Antelope Valley College Federation of Teachers for the duration of the negotiations leading to a successor agreement to the 2023-2025 Collective Bargaining Agreement (CBA), to be discussed in good faith as required by the Educational Employment Relations Act and the ground rules adopted by the parties. Except as otherwise noted below, the remainder of the status quo Article shall be deemed to remain unchanged:

**ARTICLE XIV
GRIEVANCE PROCEDURE**

[Note: Paragraph numbering issues to be resolved on TA, due to issues with Word auto-numbering and formatting.]

1.0 Purpose

It is the intent of the parties to promote and improve their relationship by encouraging the prompt and informal resolution of all problems arising during the duration of this Agreement. Accordingly, it is the purpose of this grievance procedure to provide an orderly means by which all grievances can be resolved in an expeditious, amicable, and decisive manner.

2.0 Definitions

2.1 Grievance

A grievance is a complaint by any unit member alleging that the employer (AVCCD or its representatives) has violated, ~~misinterpreted, or misapplied~~ a term of ~~this Agreement~~ ~~the written employment contract agreed to by the Board and the recognized faculty bargaining agent.~~ A grievance may be filed by a member of the unit on his/her own behalf or by the Federation on behalf of the Federation or on behalf of a member(s) of the unit.

2.2 Designated Representatives

~~Either party~~ ~~The Federation~~ may select no more than two ~~other-District employees as~~ representatives who may be present at each step of the grievance. ~~Such representatives may not include an attorney.~~

2.3 Days

Any reference to days shall mean instructional days during the regular academic year as listed on the annual school calendar.

2.4 Immediate Administrator

The immediate administrator is the lowest level administrator having immediate jurisdiction over the grievant.

2.5 Appropriate Administrator

The administrator having immediate jurisdiction over the issue being grieved.

3.0 General Provisions

3.1 Time Limits

Except by mutual agreement, all grievances must be processed within a reasonable time not to exceed the time limits specified at each step of the Grievance Procedure. **Failure of the grievant to attempt an informal resolution per Article 4.1 shall render the grievance moot.** Failure of the employer to follow any step of the procedure or to facilitate adherence to the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of the procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be an acceptance of the decision rendered at that step.

3.2 Information

All data, records, information, and identification of parties necessary to the processing of a grievance shall be made available to the appropriate parties in an expeditious and timely manner. All documents, communications and records dealing with the processing of a grievance which are not normally kept in the personnel file will be kept in a separate grievance file and will not be kept in the personnel file of any of the participants.

3.3 No Reprisal

There shall be no reprisal against a unit member for filing a grievance or assisting a grievant in the grievance procedure.

3.4 Grievance Form

The grievance form shall be furnished by the District and must include, but is not limited to, the following information:

- (a) full name(s) of grievant(s)
- (b) specific article or section of the Agreement alleged to have been violated
- (c) the date(s) and nature of the action grieved and how it violated the above-described provision of the Agreement
- (d) how the unit member(s) was/were adversely effected
- (e) the remedy requested
- (f) signature(s) of the grievant(s)

3.5 Written Record

In reviewing a grievance or during a grievance appeal, no person involved in resolving the grievance will consider any written materials other than those submitted and made available to both parties as part of this procedure.

3.6 If a grievance arises from action or inaction on the part of a member of the administration at a level above the immediate administrator, the aggrieved party may submit such grievance in writing directly to the vice president of the area or to the Superintendent/ President. A copy of the grievance shall also be submitted to the Federation. Processing of such grievance shall commence at Level Two or Three.

3.7 Federation Rights

The Federation shall receive a copy of all grievances and appeals within three (3) days of the filing of the grievance/appeal and shall receive a copy of all decisions within three days of rendering of same.

87 4.0 Procedures

88 4.1 Informal Meeting

89 Within twenty (20) days from the time the grievant knew or reasonably should have
90 known of the event, the ~~grievantaggrieved-party~~ shall make every attempt to
91 resolve the grievance with the immediate/appropriate supervisor on an informal
92 basis. If the problem is not resolved to the satisfaction of the grievant within a
93 reasonable period of time, but not longer than twenty (20) days after initiation of the
94 informal resolution process, the grievant may proceed to Level One: Formal
95 Grievance.

96 4.2 Level One: Formal Grievance

97 4.2.1 Within twenty (20) days after initiation of an informal resolution process, the
98 grievant shall, directly or through a Federation representative, present the
99 grievance in writing on the District Grievance Form to the
100 immediate/appropriate administrator, with a copy to the Vice President of
101 People, Culture, and TalentDirector of Human Resources/Employee
102 Relations and a copy to the Federation.

103 4.2.2 Either party may request a personal conference with the other party. The
104 immediate/appropriate administrator shall communicate a decision to the
105 unit member in writing within ten (10) days after receiving the grievance.
106 A copy of the written answer shall be given to the Vice President of People,
107 Culture, and TalentDirector of Human Resources/Employee Relations
108 and to the Federation within three (3) days of the time the grievant has been
109 given the written answer.

110 4.3 Level Two: Vice President

111 4.3.1 Within ten (10) days of receipt of the written answer of the
112 immediate/appropriate administrator, if the grievance is not resolved, the
113 grievant may appeal in writing to the Vice President of the area. Such
114 written appeal must be presented on a Grievance Appeal Form furnished by
115 the District and shall include a copy of the original grievance, a copy of the
116 decision rendered and a clear, concise statement of the reasons for the
117 appeal. A copy of the appeal shall be given to the Vice President of People,
118 Culture, and TalentDirector of Human Resources/Employee Relations
119 and to the Federation.

120 4.3.2 Either the grievant or the Vice President may request a personal conference.
121 The Vice President shall communicate a written decision within ten (10)
122 days after receiving the appeal. A copy of the decision shall be given to the
123 Vice President of People, Culture, and TalentDirector of Human
124 Resources/Employee Relations and to the Federation.

125 4.4 Level Three: Superintendent/President

126 4.4.1 Within ten (10) days of receipt of the written decision of the Vice President,
127 if the grievance is not resolved, the grievant may appeal in writing to the
128 Superintendent/President. Such written appeal must be presented on a
129 Grievance Appeal Form furnished by the District and shall include a copy
130 of the original grievance, copies of the Level One and Level Two decisions
131 and a clear and concise statement of the reasons for the appeal. A copy of
132 the appeal shall be given to the Vice President of People, Culture, and
133 TalentDirector of Human Resources/Employee Relations and to the
134 Federation.

4.4.2 Either the grievant or the Superintendent/President may request a personal conference. The Superintendent/President shall communicate a written decision within ten (10) days after receiving the appeal. A copy of the decision shall be given to the Vice President of People, Culture, and Talent~~Director of Human Resources/Employee Relations~~ and to the Federation.

4.5 Level Four: Mediation

The District and the Federation may mutually agree that ~~all disagreements and grievances related to or arising under this Agreement~~ which cannot be resolved by direct negotiation at Level Three will, on behalf of either or both parties, be submitted to at least one (1) session of confidential mediation before a mutually acceptable Mediator appointed by the California State Mediation & Conciliation Services Center for Dispute Resolution in Santa Monica, California. The mediation shall be advisory only and shall not be binding on either party. Unless the parties agree otherwise, any statements made by the parties in mediation shall be kept confidential. Any agreement reached through mediation, shall not be kept confidential and shall constitute precedent, unless the parties agree otherwise. The costs of mediation shall be shared equally by the parties unless they agree otherwise. By mutual agreement, the parties may skip Level Four (Mediation).

In the event that the individual grievant, the Federation, and the President/Superintendent or designee have not resolved the grievance with the assistance of the conciliator/mediator within ten (10) days from the last meeting held by the conciliator/mediator, the Federation may terminate Level IV and the grievance may proceed to Level V (Arbitration) by the Federation notifying the District, in writing, within five (5) days from the last mediation session.

4.6 Level Five: Arbitration

4.6.1 The Federation and the District shall attempt to agree upon an arbitrator. If no agreement can be reached, the District shall request the State Mediation and Conciliation Service to supply a panel of seven (7) names of persons experienced in hearing grievances in higher education institutions. Each party shall alternatively strike a name until only one name remains. The remaining member shall be the arbitrator. The order of striking shall be determined by lot.

4.6.2 The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue submitted. If there is dispute by either party as to arbitrability issues of the grievance then the selected arbitrator shall rule on the arbitrability issues at a separate hearing, prior to a hearing on the merits. Upon mutual written agreement, the parties may submit an arbitration brief in lieu of making a personal appearance on the arbitrability issue. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issue to be arbitrated by referring to the written grievance.

4.6.3 The District and Federation agree that the jurisdiction and authority of the arbitrator and the decision rendered by the arbitrator shall be confined exclusively to the interpretation of the express provision or provisions of this Agreement that are at issue. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this Agreement or impose any limitations or obligations not specifically provided for under the terms of this Agreement.

4.6.4 A hearing shall take place at which both parties shall have an opportunity to

184
185
186
187
188
189

190
191
192
193
194
195
196
197

198

199
200
201
202
203
204
205
206
207
208
209

210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229

present their case orally, to the arbitrator. Written arguments may also be submitted. The arbitrator shall submit in writing to both parties their findings and decision, which shall be advisory only. The Board of Trustees may accept the arbitrator's decision, or may modify in part or reject the decision completely. The Board of Trustees' decision shall be final and binding on all parties.

4.6.5 The fees and expenses of the arbitrator shall be shared equally by the District and Federation. A court reporter may be retained, and the costs may be borne equally, upon the mutual agreement of the District and Federation. Otherwise, any party may independently retain a court reporter at its own expense, and the other party may purchase a transcript of the proceedings at its own expense. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses called by the other.

4.7 Level ~~Six~~Five: Board of Trustees

4.7.1 Within ten (10) days of receipt of the written decision of the ~~Superintendent or the conclusion of mediation, whichever applies, if the grievance is not resolved~~arbitrator, the grievant may appeal in writing to the Board of Trustees. Such written appeal must be presented on a Grievance Appeal Form furnished by the District and shall include a copy of the original grievance, copies of the Level One, Two, and Three decisions, a copy of the ~~arbitrator's decision~~recommendation of the mediator, if applicable, and a clear, concise statement of the reasons for the appeal. A copy of the appeal shall be given to the Vice President of People, Culture, and Talent~~Director of Human Resources/Employee Relations~~ and to the Federation.

4.7.2 The grievant or the Board may request an oral hearing on the grievance. Such hearing shall occur in closed session within forty-five (45) days of receipt of the appeal. A Federation representative shall be present at the hearing and shall have the right to present the Federation's position on the grievance. The Board shall communicate a written, final decision by the next Board meeting, but not later than sixty (60) days.

ANTELOPE VALLEY COLLEGE FEDERATION
OF TEACHERS

ANTELOPE VALLEY COLLEGE DISTRICT
