

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

**November 21, 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 **each** select no more than two **other District employees as** representatives who may be present at each step of the grievance, **beyond those individuals or officers necessary for participation**. **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.~~ The grievant or their representative should attempt an informal resolution, and the 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 affected
- (e) the remedy requested
- (f) signature(s) of the grievant(s)

86 3.5 Written Record

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

91 3.6 If a grievance arises from action or inaction on the part of a member  
92 of the administration at a level above the immediate administrator, the  
93 aggrieved party may submit such grievance in writing directly to the  
94 vice president of the area or to the Superintendent/ President. A copy  
95 of the grievance shall also be submitted to the Federation. Processing  
96 of such grievance shall commence at Level Two or Three.

97 3.7 Federation Rights

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

101 4.0 Procedures

102 4.1 Informal Meeting **Level**

103 **The first step in the grievance resolution process is an informal**  
104 **meeting with the grievant's immediate/appropriate supervisor.**  
105 **Within twenty (20)thirty (30) days from the day the grievant**  
106 **knew or should have known of the grievable incident, the**  
107 **grievant must notify their immediate/appropriate supervisor in**  
108 **writing or email that an informal resolution and meeting is**  
109 **being requested. The supervisor shall have ten (10) days after**  
110 **the informal meeting to respond. If not resolved through the**  
111 **informal meeting, the matter will be moved to Level One**  
112 **Grievance. This step may be waived by mutual agreement of**  
113 **the parties.**  
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115 ~~Within twenty (20) days from the time the grievant knew or~~  
116 ~~reasonably should have known of the event, the grievant~~  
117 ~~aggrieved party shall make every attempt to resolve the~~  
118 ~~grievance with the immediate/appropriate supervisor on an~~  
119 ~~informal basis. If the problem is not resolved to the satisfaction~~  
120 ~~of the grievant within a reasonable period of time, but not longer~~  
121 ~~than twenty (20) days after initiation of the informal resolution~~  
122 ~~process, the grievant may proceed to Level One: Formal~~  
123 ~~Grievance.~~

124 4.2 Level One: Formal Grievance

125 4.2.1 **If the grievance is not resolved at the informal level,** ~~Within~~  
126 ~~twenty (20) days after initiation of an informal resolution~~  
127 ~~process, the grievant shall, directly or through a Federation~~  
128 ~~representative, present the grievance in writing on the District~~

Grievance Form **within twenty (20) days after completion of the informal level,** to the immediate/appropriate administrator, with a copy to the **Vice President of People, Culture, and Talent Director of Human Resources/Employee Relations** and a copy to the Federation.

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

4.3 **Level Two: Vice President**

4.3.1 Within ten (10) days of receipt of the written answer of the immediate/appropriate administrator, if the grievance is not resolved, the grievant may appeal in writing to the Vice President of the area. Such written appeal must be presented on a Grievance Appeal Form furnished by the District and shall include a copy of the original grievance, a copy of the decision rendered 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.

4.3.2 Either the grievant or the Vice President may request a personal conference. The Vice 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.

4.4 **Level Three: Superintendent/President**

4.4.1 Within ten (10) days of receipt of the written decision of the Vice President, if the grievance is not resolved, the grievant may appeal in writing to the Superintendent/President. 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 and Level Two decisions and a clear and 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.

4.4.2 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. 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.

#### Level ~~Four~~ **Five: Arbitration**

4.5.1 If the grievant/Federation is not satisfied with the decision at Level Three or the grievance remains unresolved after Level Four, the Federation may, within ten (10) days after the decision of the Superintendent/President or designee, or within ten (10) days from the last meeting held by the conciliator/mediator, submit the grievance to arbitration by notifying the Vice President of People, Culture, and Talent.

4.5.2 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.

219 4.5.3 The arbitrator shall, as soon as possible, hear evidence and  
220 render a decision on the issue submitted. If there is dispute by  
221 either party as to arbitrability issues of the grievance then the  
222 selected arbitrator shall rule on the arbitrability issues at a  
223 separate hearing, prior to a hearing on the merits. Upon mutual  
224 written agreement, the parties may submit an arbitration brief in  
225 lieu of making a personal appearance on the arbitrability issue.  
226 If the parties cannot agree upon a submission agreement, the  
227 arbitrator shall determine the issue to be arbitrated by referring  
228 to the written grievance.

229 4.5.4 The District and Federation agree that the jurisdiction and  
230 authority of the arbitrator and the decision rendered by the  
231 arbitrator shall be confined exclusively to the interpretation of  
232 the express provision or provisions of this Agreement that are at  
233 issue. The arbitrator shall have no authority to add to, subtract  
234 from, alter, amend, or modify any provisions of this Agreement  
235 or impose any limitations or obligations not specifically provided  
236 for under the terms of this Agreement.

237 4.5.5 A hearing shall take place at which both parties shall have an  
238 opportunity to present their case orally, to the arbitrator. Written  
239 arguments may also be submitted. The arbitrator shall submit in  
240 writing to both parties their findings and decision, **which shall be**  
241 **advisory only. The Board of Trustees may accept the arbitrator's**  
242 **decision, or may modify in part or reject the decision completely.**  
243 **The Board of Trustees' decision shall be final and binding on all**  
244 **parties.**

245 4.5.6 The fees and expenses of the arbitrator shall be shared equally  
246 by the District and Federation. A court reporter may be retained,  
247 and the costs may be borne equally, upon the mutual agreement  
248 of the District and Federation. Otherwise, any party may  
249 independently retain a court reporter at its own expense, and the  
250 other party may purchase a transcript of the proceedings at its  
251 own expense. All other expenses shall be borne by the party  
252 incurring them and neither party shall be responsible for the  
253 expense of witnesses called by the other.

254 4.6 Level **SixFive**: Board of Trustees

255 4.6.1 ~~Within ten (10) days of receipt of the written decision of the~~  
256 ~~**Superintendent or the conclusion of mediation, whichever**~~  
257 ~~**applies, if the grievance is not resolved**arbitrator,~~ the  
258 grievant may appeal in writing to the Board of Trustees. Such  
259 written appeal must be presented on a Grievance Appeal Form  
260 furnished by the District and shall include a copy of the original  
261 grievance, copies of the Level One, Two, and Three decisions,  
262 a copy of the ~~**arbitrator's decision**~~~~recommendation of the~~  
263 ~~**mediator, if applicable,**~~ and a clear, concise statement of the  
264 reasons for the appeal. A copy of the appeal shall be given to  
265 the ~~**Vice President of People, Culture, and Talent**~~~~Director~~

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~~of Human Resources/Employee Relations and to the Federation.~~

~~4.6.2 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   ANTELOPE VALLEY COLLEGE DISTRICT  
OF TEACHERS

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