

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

September 29, 2025

The Antelope Valley College Federation of Teachers submits the following counterproposal regarding Article XIV, Grievance Procedure. The Federation reserves the right to add, delete, or modify this proposal. All other provisions in the Collective Bargaining Agreement shall be deemed to remain unchanged unless otherwise expressly stated.

**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. **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.** 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)

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.

4.0 Procedures

4.1 Informal Meeting **Level**

The first step in the grievance resolution process is an informal meeting with the grievant's immediate/appropriate supervisor. Within thirty (30) days from the day the grievant knew or should have known of the grievable incident the grievant must notify their immediate/appropriate supervisor in writing or email that an informal resolution and meeting is being requested. The supervisor shall have ten (10) days after the informal meeting to respond. If not resolved through the informal meeting, the matter will be moved to Level One Grievance. This step may be waived by mutual agreement of the parties.

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

4.2 Level One: Formal Grievance

- 4.2.1 **If the grievance is not resolved at the informal level,** ~~Within twenty (20) days after initiation of an informal resolution process,~~ the grievant shall, directly or through a Federation 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

128 and a copy to the Federation.

129 4.2.2 Either party may request a personal conference with the other
130 party. The immediate/appropriate administrator shall
131 communicate a decision to the unit member in writing within ten
132 (10) days after receiving the grievance. A copy of the written
133 answer shall be given to the **Vice President of People,**
134 **Culture, and TalentDirector of Human**
135 **Resources/Employee Relations** and to the Federation within
136 three (3) days of the time the grievant has been given the
137 written answer.

138 4.3 Level Two: Vice President

139 4.3.1 Within ten (10) days of receipt of the written answer of the
140 immediate/appropriate administrator, if the grievance is not
141 resolved, the grievant may appeal in writing to the Vice
142 President of the area. Such written appeal must be presented
143 on a Grievance Appeal Form furnished by the District and shall
144 include a copy of the original grievance, a copy of the decision
145 rendered and a clear, concise statement of the reasons for the
146 appeal. A copy of the appeal shall be given to the **Vice**
147 **President of People, Culture, and TalentDirector of Human**
148 **Resources/Employee Relations** and to the Federation.

149 4.3.2 Either the grievant or the Vice President may request a
150 personal conference. The Vice President shall communicate a
151 written decision within ten (10) days after receiving the appeal.
152 A copy of the decision shall be given to the **Vice President of**
153 **People, Culture, and TalentDirector of Human**
154 **Resources/Employee Relations** and to the Federation.

155 4.4 Level Three: Superintendent/President

156 4.4.1 Within ten (10) days of receipt of the written decision of the Vice
157 President, if the grievance is not resolved, the grievant may
158 appeal in writing to the Superintendent/President. Such written
159 appeal must be presented on a Grievance Appeal Form
160 furnished by the District and shall include a copy of the original
161 grievance, copies of the Level One and Level Two decisions
162 and a clear and concise statement of the reasons for the
163 appeal. A copy of the appeal shall be given to the **Vice**
164 **President of People, Culture, and TalentDirector of Human**
165 **Resources/Employee Relations** and to the Federation.

166 4.4.2 Either the grievant or the Superintendent/President may
167 request a personal conference. The Superintendent/President
168 shall communicate a written decision within ten (10) days after
169 receiving the appeal. A copy of the decision shall be given to
170 the **Vice President of People, Culture, and TalentDirector**
171 **of Human Resources/Employee Relations** and to the
172 Federation.

173 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.**~~

Level ~~Four~~ Five: Arbitration

4.5.1 ~~**If the grievant/Federation is not satisfied with the decision at Level Three the Federation may, within ten (10) days after the decision of the Superintendent/President or designee, 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.**~~

4.5.3 ~~**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**~~

220 arbitrator shall determine the issue to be arbitrated by referring
221 to the written grievance.

222 4.5.4 The District and Federation agree that the jurisdiction and
223 authority of the arbitrator and the decision rendered by the
224 arbitrator shall be confined exclusively to the interpretation of
225 the express provision or provisions of this Agreement that are at
226 issue. The arbitrator shall have no authority to add to, subtract
227 from, alter, amend, or modify any provisions of this Agreement
228 or impose any limitations or obligations not specifically provided
229 for under the terms of this Agreement.

230 4.5.5 A hearing shall take place at which both parties shall have an
231 opportunity to present their case orally, to the arbitrator. Written
232 arguments may also be submitted. The arbitrator shall submit in
233 writing to both parties their findings and decision, which shall be
234 advisory only. The Board of Trustees may accept the arbitrator's
235 decision, or may modify in part or reject the decision completely.
236 The Board of Trustees' decision **which shall be final and binding**
237 on all parties.

238 4.5.6 The fees and expenses of the arbitrator shall be shared equally
239 by the District and Federation. A court reporter may be retained,
240 and the costs may be borne equally, upon the mutual agreement
241 of the District and Federation. Otherwise, any party may
242 independently retain a court reporter at its own expense, and the
243 other party may purchase a transcript of the proceedings at its
244 own expense. All other expenses shall be borne by the party
245 incurring them and neither party shall be responsible for the
246 expense of witnesses called by the other.

247 4.6 Level ~~Six~~Five: Board of Trustees

248 4.6.1 ~~Within ten (10) days of receipt of the written decision of the~~
249 ~~Superintendent or the conclusion of mediation, whichever~~
250 ~~applies, if the grievance is not resolved~~~~arbitrator,~~ the
251 grievant may appeal in writing to the Board of Trustees. Such
252 written appeal must be presented on a Grievance Appeal Form
253 furnished by the District and shall include a copy of the original
254 grievance, copies of the Level One, Two, and Three decisions,
255 a copy of the ~~arbitrator's decision~~~~recommendation of the~~
256 ~~mediator, if applicable,~~ and a clear, concise statement of the
257 reasons for the appeal. A copy of the appeal shall be given to
258 the ~~Vice President of People, Culture, and Talent~~~~Director~~
259 ~~of Human Resources/Employee Relations~~ and to the
260 Federation.

261 4.6.2 ~~The grievant or the Board may request an oral hearing on the~~
262 ~~grievance. Such hearing shall occur in closed session within~~
263 ~~forty-five (45) days of receipt of the appeal. A Federation~~
264 ~~representative shall be present at the hearing and shall have~~
265 ~~the right to present the Federation's position on the grievance.~~

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~~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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