

1 PROPOSAL FROM  
2 ANTELOPE VALLEY COLLEGE FEDERATION OF TEACHERS  
3 to the  
4 THE ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT  
5 March 13, 2026  
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7 The Antelope Valley College Federation of Teachers submits the following counterproposal regarding  
8 Article XIV, Grievance Procedure. The Federation reserves the right to add, delete, or modify this proposal.  
9 All other provisions in the Collective Bargaining Agreement shall be deemed to remain unchanged unless  
10 otherwise expressly stated.

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13 ARTICLE XIV  
14 GRIEVANCE PROCEDURE

15 [Note: Paragraph numbering issues to be resolved on TA, due to issues with Word auto-  
16 numbering and formatting.]  
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18 1.0 Purpose

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

24 2.0 Definitions

25 2.1 Grievance

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

33 2.2 Designated Representatives

34 **Either party The Federation** may **each** select no more than two **other**  
35 **District employees as** representatives who may be present at each  
36 step of the grievance, **beyond those individuals or officers**  
37 **necessary for participation**. **Such representatives may not include**  
38 **an attorney**.

39 2.3 Days

40 Any reference to days shall mean instructional days during the  
41 regular academic year as listed on the annual school calendar,  
42 **excluding Saturday and Sunday**.

43 2.4 Immediate Administrator

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

46 2.5 Appropriate Administrator

47 The administrator having immediate jurisdiction over the issue being grieved.

48 3.0 General Provisions

49 3.1 Time Limits

50 Except by mutual agreement, all grievances must be processed within  
51 a reasonable time not to exceed the time limits specified at each step  
52 of the Grievance Procedure. ~~Failure of the grievant to attempt an~~  
53 ~~informal resolution per Article 4.1 shall render the grievance~~  
54 ~~meet. The grievant or their representative should shall attempt~~  
55 ~~an informal resolution, and the failure of the grievant to attempt~~  
56 ~~an informal resolution per Article 4.1 shall render the grievance~~  
57 ~~meet end the grievance process.~~ Failure of the employer to follow  
58 any step of the procedure or to facilitate adherence to the specified  
59 time limits shall permit the grievant to proceed to the next step. Failure  
60 at any step of the procedure to appeal a grievance to the next step  
61 within the specified time limits shall be deemed to be an acceptance  
62 of the decision rendered at that step.

63 3.2 Information

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

71 3.3 No Reprisal

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

74 3.4 Grievance Form

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

- 77 (a) full name(s) of grievant(s)  
78 (b) specific article or section of the Agreement alleged to have  
79 been violated  
80 (c) the date(s) and nature of the action grieved and how it  
81 violated the above-described provision of the  
82 Agreement  
83 (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 ~~twenty (20)~~ **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. **After ten (10) days from notifying their immediate/appropriate supervisor, if the supervisor has not responded, the grievant may move the matter to a Level One Grievance.** 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.~~

127 4.2 Level One: Formal Grievance

128 4.2.1 **If the grievance is not resolved at the informal level,** ~~Within~~  
129 ~~twenty (20) days after initiation of an informal resolution~~  
130 ~~process,~~ the grievant shall, directly or through a Federation  
131 representative, present the grievance in writing on the District  
132 Grievance Form **within twenty (20) days after completion of**  
133 **the informal level,** to the immediate/appropriate administrator,  
134 with a copy to the **Vice President of People, Culture, and**  
135 **Talent Director of Human Resources/Employee Relations**  
136 and a copy to the Federation.

137 4.2.2 Either party may request a personal conference with the other  
138 party. The immediate/appropriate administrator shall  
139 communicate a decision to the unit member in writing within ten  
140 (10) days after receiving the grievance. A copy of the written  
141 answer shall be given to the **Vice President of People,**  
142 **Culture, and Talent Director of Human**  
143 **Resources/Employee Relations** and to the Federation within  
144 three (3) days of the time the grievant has been given the  
145 written answer.

146 4.3 Level Two: Vice President

147 4.3.1 Within ten (10) days of receipt of the written answer of the  
148 immediate/appropriate administrator, if the grievance is not  
149 resolved, the grievant may appeal in writing to the Vice  
150 President of the area. Such written appeal must be presented  
151 on a Grievance Appeal Form furnished by the District and shall  
152 include a copy of the original grievance, a copy of the decision  
153 rendered and a clear, concise statement of the reasons for the  
154 appeal. A copy of the appeal shall be given to the **Vice**  
155 **President of People, Culture, and Talent Director of Human**  
156 **Resources/Employee Relations** and to the Federation.

157 4.3.2 Either the grievant or the Vice President may request a  
158 personal conference. The Vice President shall communicate a  
159 written decision within ten (10) days after receiving the appeal.  
160 A copy of the decision shall be given to the **Vice President of**  
161 **People, Culture, and Talent Director of Human**  
162 **Resources/Employee Relations** and to the Federation.

163 4.4 Level Three: Superintendent/President

164 4.4.1 Within ten (10) days of receipt of the written decision of the Vice  
165 President, if the grievance is not resolved, the grievant may  
166 appeal in writing to the Superintendent/President. Such written  
167 appeal must be presented on a Grievance Appeal Form  
168 furnished by the District and shall include a copy of the original  
169 grievance, copies of the Level One and Level Two decisions  
170 and a clear and concise statement of the reasons for the  
171 appeal. A copy of the appeal shall be given to the **Vice**  
172 **President of People, Culture, and Talent Director of Human**

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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. Either party 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

217 panel of seven (7) names of persons experienced in hearing  
218 grievances in higher education institutions. Each party shall  
219 alternatively strike a name until only one name remains. The  
220 remaining member shall be the arbitrator. The order of striking  
221 shall be determined by lot.

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

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

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

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

256 4.6 — Level SixFive: Board of Trustees

257 4.6.1 Within ten (10) days of receipt of the written decision of the  
258 Superintendent or the conclusion of mediation, whichever  
259 applies, if the grievance is not resolved arbitrator, the  
260 grievant may appeal in writing to the Board of Trustees. Such  
261 written appeal must be presented on a Grievance Appeal Form  
262 furnished by the District and shall include a copy of the original

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~~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.~~

~~4.6.2 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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