

COUNTER-PROPOSAL

**FROM THE ANTELOPE VALLEY COLLEGE FEDERATION OF CLASSIFIED EMPLOYEES,
LOCAL 4683 to the ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT**

November 20, 2025

This proposal from the Antelope Valley Federation of Classified Employees to the Antelope Valley Community College District is expressly made pursuant to the Educational Employment Relations Act and the Collective Bargaining Agreement between the parties. This proposal is intended to apply only to the article below. All other provisions of the Collective Bargaining Agreement shall be deemed to remain unchanged except as set forth below or as otherwise mutually agreed:

ARTICLE XVI EVALUATION

16.0 Evaluation of Unit Members

- 1) The purpose of the program of evaluation is to rate and attempt to improve the competence of the staff (individual unit members). The program of evaluation shall apply to all unit members.
- 2) Evaluations shall be performed by the supervisor designated by the District, and shall only focus on the unit member's job performance.
- 3) Permanent unit members are evaluated on an annual basis, which appraisals are to be completed between April 1 and May 31 of each year. Final markings and comments on the appraisal should be in ink or type written typewritten electronically recorded. Additional pages may be used if more space is needed for narrative comments. The evaluation is to be completed by the immediate supervisor (or designee) and given issued to the employee on or before May 31, and discussed in a private interview with the employee on or before May 31, after providing the employee a reasonable opportunity to review and seek advice from the Federation. If there is no immediate supervisor available to conduct the evaluation, it will be done during the next possible evaluation cycle, as soon thereafter as circumstances allow. Any changes in the evaluation which may be made during the interview should be initiated by the employee to acknowledge receipt of the changes. All attachments must should be signed and dated by the employee and supervisor to acknowledge inclusion of the attachments, but may be signed by the supervisor only if the employee refuses to sign.
- 4) Employees are to be evaluated in conjunction with based on their job description's, including but not limited to the "essential functions" or "essential duties" Essential Functions of their respective job description, typically indicated by an "(E)" after the listed duty on the job description. Always Employees are encouraged to read their the Essential Functions of the employee's job description prior to beginning this process. An employee's job description will be made available to them upon request from their supervisor or the Office of People, Culture, and Talent.

16.1 Derogatory Information

Information or material of a derogatory or critical nature which has been received from others may not be used or referenced in the evaluation unless (1) the employee has been provided an opportunity to respond and (2) the specific information or materials have been used unless the specific issues specifically referenced in the evaluation unless the information has been verified through a fair and impartial review by to the satisfaction of the supervisor, in

49 consultation with the Vice President of **People, Culture, and Talent, Human Resources**, and
50 relates directly to the unit member's employment.

51 **16.2 Signature and Response to Evaluation**

52 The unit member's signature on the performance appraisal indicates only that the unit member has
53 seen the report. The unit member may, within ~~ten twenty fifteen~~ **(1015)** workingcalendar days,
54 respond in writing to an evaluation with which the unit member is not in agreement. This response
55 shall be attached to the evaluation in question.

56 **16.3 Probationary Unit Members**

57 Probationary unit members are designated as permanent employees after serving a prescribed
58 period of probation that shall not exceed six months or 130 days of paid service, whichever is longer.

59 Probationary unit members shall be evaluated by their immediate supervisor on the following
60 timeline:

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- 62 1) First probationary evaluation at the end of the 2nd month;
- 63 2) Final probationary evaluation shall occur prior to the end of the 6th month; and
- 64 3) If needed, a supervisor may evaluate a probationary employee prior to the end of the 5th
65 month.

66 All probationary and promoted employees, within the first five (5) workdays shall be provided with
67 the following:

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- 69 a. The name of the evaluating supervisor
- 70 b. The organizational chart
- 71 c. A copy of the assigned job description
- 72 d. Performance expectations per the evaluation categories listed in
73 16.4.1.

74 The above schedule does not prevent dismissal of such unit member at any time.

75 A permanent employee who accepts a promotion is subject to a new probationary period in the new
76 classification. If the permanent employee who accepted the promotion fails to complete the
77 probationary period for that promotional classification, the unit member shall be employed in the
78 classification from which the employee was promoted.

80 **16.4 Evaluation Categories**

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- 82 1) Evaluation of the competence of unit members under this program shall include, ~~but~~
~~shall not be limited to~~, consideration of ~~knowledge of work, quality of work productivity,~~
~~dependability, communication skills, initiative, interpersonal relations, professionalism and~~
~~safety practices. In particular, the areas of communication skills, interpersonal~~
~~relations, and professionalism shall reflect a unit members ability to serve and meet~~
~~the needs of a diverse campus population in an equitable and inclusive manner.~~

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- 88 2) Evaluation of the competence of unit members under this program shall include
consideration of their ability to serve and meet the needs of a diverse campus
population in an equitable and inclusive manner, however this component of the
evaluation shall not be rated, used to justify any Development Plan, or influence or
be used to support any final evaluation determination, however this component of

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the evaluation shall not be used to support a less than Standard evaluation.

93 3) Each rating other than *Standard* (below or above) requires an explanation in the *Comments*
94 box beside the category. Each rating below Standard must be *based on issues discussed*
95 *with the employee prior to the evaluation*, supported by a statement of facts in the
96 *Comments* box, and accompanied by a separate *Development Plan*. The Supervisor
97 should include information on staff member's overall performance highlighting (1) areas of
98 strengths; (2) areas for further development; (3) areas for improvements; and (4) areas
99 where unique or extraordinary factors contribute to the evaluation.

100 4) Subsequently, one or more conferences shall be held with the unit member to assist the
101 unit member in correcting deficiencies previously noted. A record of such conferences shall
102 be prepared by the evaluator for the personnel file on the unit member and a copy
103 submitted to the unit member. A finding of full remediation concludes the conference
104 process; however, a finding of remaining deficiencies may constitute the basis for
105 discipline.

106 5) ~~The District and Federation agree that this article may be reopened during annual
107 negotiations without either party using one of its designated re-openers.~~

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112 ANTELOPE VALLEY COLLEGE FEDERATION ANTELOPE VALLEY COLLEGE DISTRICT
113 OF CLASSIFIED EMPLOYEES, LOCAL 4683

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