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**TENTATIVE AGREEMENT
BETWEEN THE ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT AND THE
ANTELOPE VALLEY COLLEGE FEDERATION OF TEACHERS
June 15, 2026**

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This Tentative Agreement between the Antelope Valley Community College District (“District”) and the Antelope Valley College Federation of Teachers is entered into pursuant to 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:

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**ARTICLE XIV
GRIEVANCE PROCEDURE**

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14.1.0 Purpose

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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.

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14.2.0 Definitions

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14.2.1 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.

14.2.2 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.

14.2.3 Days

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

14.2.4 Immediate Administrator

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

14.2.5 Appropriate Administrator

The administrator having immediate jurisdiction over the issue being grieved.

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14.3.0 General Provisions

14.3.1 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 shall attempt an informal resolution, and the failure of the grievant to attempt an informal resolution per Article 4.1 shall conclude the grievance process.**~~

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.

14.3.2 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.

14.3.3 No Reprisal

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

14.3.4 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)

14.3.5 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.

105 **14.3.6** If a grievance arises from action or inaction on the part of a member of the
106 administration at a level above the immediate administrator, the aggrieved party may
107 submit such grievance in writing directly to the vice president of the area or to the
108 Superintendent/ President. A copy of the grievance shall also be submitted to the
109 Federation. Processing of such grievance shall commence at Level Two or Three.
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111 **14.3.7** Federation Rights

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113 The Federation shall receive a copy of all grievances and appeals within three (3)
114 days of the filing of the grievance/appeal and shall receive a copy of all decisions
115 within three days of rendering of same.
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117 **14.4.0** Procedures

118 **14.4.1** Informal Meeting Level

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120 Within **twenty (20)** days from the **daytime** the grievant knew or **reasonably**
121 should have known of the **grievable incident/event**, the **grievant must notify**
122 **their immediate/appropriate supervisor in writing or email that an informal**
123 **resolution meeting is being requested aggrieved party shall make every**
124 **attempt to resolve the grievance with the immediate/appropriate supervisor**
125 **on an informal basis. After ten (10) days from notifying their**
126 **immediate/appropriate supervisor, if the supervisor has not responded, the**
127 **grievant may move the matter to a Level One Grievance. If the problem is**
128 **not resolved through the informal meeting, to the satisfaction of the grievant**
129 **within a reasonable time, but not longer than twenty (20) days after initiation**
130 **of the informal resolution process, the grievant may proceed to matter will**
131 **be moved** to Level One Grievance. **This step may be waived by mutual**
132 **agreement of the parties.**
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135 **14.4.2** Level One: Formal Grievance

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137 **14.4.2.1** **If the grievance is not resolved at the informal level,** ~~Within twenty (20)~~
138 ~~days after initiation of an informal resolution process,~~ the grievant shall,
139 directly or through a Federation representative, present the grievance in
140 writing on the District Grievance Form **within twenty (20) days after**
141 **completion of the informal level,** to the immediate/appropriate
142 administrator, with a copy to the **Vice President of People, Culture, and**
143 **Talent Director of Human Resources/Employee Relations** and a copy
144 to the Federation.
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146 **14.4.2.2** Either party may request a personal conference with the other party. The
147 immediate/appropriate administrator shall communicate a decision to the
148 unit member in writing within ten (10) days after receiving the grievance. A
149 copy of the written answer shall be given to the **Vice President of People,**
150 **Culture, and Talent Director of Human Resources/Employee Relations**
151 and to the Federation within three (3) days of the time the grievant has
152 been given the written answer.
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154 **14.4.3** Level Two: Vice President

155 **14.4.3.1** Within ten (10) days of receipt of the written answer of the
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157 immediate/appropriate administrator, if the grievance is not resolved, the
158 grievant may appeal in writing to the Vice President of the area. Such
159 written appeal must be presented on a Grievance Appeal Form furnished
160 by the District and shall include a copy of the original grievance, a copy of
161 the decision rendered and a clear, concise statement of the reasons for the
162 appeal. A copy of the appeal shall be given to the **Vice President of
163 People, Culture, and Talent Director of Human Resources/Employee
164 Relations** and to the Federation.
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166 **14.4.3.2** Either the grievant or the Vice President may request a personal
167 conference. The Vice President shall communicate a written decision
168 within ten (10) days after receiving the appeal. A copy of the decision shall
169 be given to the **Vice President of People, Culture, and Talent Director
170 of Human Resources/Employee Relations** and to the Federation.
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172 **14.4.4 Level Three: Superintendent/President**

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174 **14.4.4.1** Within ten (10) days of receipt of the written decision of the Vice President,
175 if the grievance is not resolved, the grievant may appeal in writing to the
176 Superintendent/President. Such written appeal must be presented on a
177 Grievance Appeal Form furnished by the District and shall include a copy
178 of the original grievance, copies of the Level One and Level Two decisions
179 and a clear and concise statement of the reasons for the appeal. A copy of
180 the appeal shall be given to the **Vice President of People, Culture, and
181 Talent Director of Human Resources/Employee Relations** and to the
182 Federation.
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184 **14.4.4.2** Either the grievant or the Superintendent/President may request a personal
185 conference. The Superintendent/President shall communicate a written
186 decision within ten (10) days after receiving the appeal. A copy of the
187 decision shall be given to the **Vice President of People, Culture, and
188 Talent Director of Human Resources/Employee Relations** and to the
189 Federation.
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191 **14.4.5 Level Four: Mediation**

192 The District and the Federation **may** mutually agree that **all disagreements and
193 grievances related to or arising under this Agreement** which cannot be resolved
194 by direct negotiation at Level Three will, on behalf of either or both parties, be
195 submitted to at least one (1) session of confidential mediation before a **mutually
196 acceptable** Mediator appointed by the **California State Mediation & Conciliation
197 Services Center for Dispute Resolution in Santa Monica, California**. The
198 mediation shall be advisory only and shall not be binding on either party. Unless the
199 parties agree otherwise, any statements made by the parties in mediation shall be
200 kept confidential. Any agreement reached through mediation, shall not be kept
201 confidential and shall constitute precedent, unless the parties agree otherwise. The
202 costs of mediation shall be shared equally by the parties unless they agree
203 otherwise. **Either party may elect to skip Level Four (Mediation).**
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206 **14.4.6 Level Five: Board of Trustees**

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208 **14.4.6.1** Within ten (10) days of receipt of the written decision of the Superintendent or the

209 conclusion of mediation, whichever applies, if the grievance is not resolved, the
210 grievant may appeal in writing to the Board of Trustees. Such written appeal must
211 be presented on a Grievance Appeal Form furnished by the District and shall
212 include a copy of the original grievance, copies of the Level One, Two and Three
213 decisions, a copy of the recommendation of the mediator, if applicable, and a
214 clear, concise statement of the reasons for the appeal. A copy of the appeal shall
215 be given to the Vice President of ~~Human Resources/Employee~~
216 **Relations People, Culture and Talent** and to the Federation.
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218 **14.4.6.2**The grievant or the Board may request an oral hearing on the grievance. Such
219 hearing shall occur in closed session within forty-five (45) days of receipt of the
220 appeal. A Federation representative shall be present at the hearing and shall have
221 the right to present the Federation's position on the grievance. The Board shall
222 communicate a written, final decision by the next Board meeting, but not later than
223 sixty (60) days.
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225 ANTELOPE VALLEY COLLEGE FEDERATION
226 OF TEACHERS

225 ANTELOPE VALLEY COLLEGE DISTRICT

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