



*Brazosport Federation of Teachers
& Support Personnel*

BFTSP 1227 Hwy. 332 Suite 4 Clute TX 77531 979-265-9701

Power of Representation Agreement

Pursuant to rights granted to me as a public employee of the State of Texas by Tex. Govt. Code Section 617.005, the Civil Statutes of the State of Texas, and Article 1 Section 27 of the Texas Constitution, I hereby authorize the Brazosport Federation of Teachers (which is a representative that does not claim the right to strike) to represent me in a grievance concerning my wages, hours, or conditions of employment.

This is to authorize the Brazosport Federation of Teachers to represent me in all matter of employer/employee relations in a grievance that I have within the Brazosport Independent School District.

I authorize my representative, the Brazosport Federation of Teachers, to have access to all documents or other relevant material for the purpose of examining, reproducing, and studying such material.

And, finally, I authorize my representative to appear for me in private or in any meeting, public or otherwise, to state my position and to grieve for me in all matters as stated above.

Grievant

Date

Witness

Date

By signing above I understand and agree to abide by the Grievance and Legal Representation Policy of the Brazosport Federation of Teachers and Support Personnel.

Article IX. BFTSP GRIEVANCE AND LEGAL REPRESENTATION POLICY

Section 1 Grievances

BFTSP will consider providing representation and assistance to members in grievances over employment related matters, including informal grievances and appeals of disciplinary actions (referred to collectively herein as “grievance”). In order to be considered for representation, an employee must have been a member in good standing at the time the problem or issue for which the employee is requesting representation occurred, to be a member in good standing at the time any event causing the problem or issue occurred, and to remain a member in good standing for the duration of the representation.

The provision of representation is at BFTSP’s sole discretion, which will be exercised in a reasonable, non-arbitrary, and non-discriminatory manner. BFTSP reserves the right to make representation decisions on the basis of the merits of the grievance and whether the grievance will advance the interest of BFTSP and its members. The BFTSP decision to Grieve will be made by the President of BFTSP. BFTSP is under no legal or other obligation to provide representation to members, who are free to pursue grievances or other remedies on their own. BFTSP reserves the right to provide representation or to otherwise support or participate in any grievance activity which BFTSP considers to be in the best interest of BFTSP or its members.

BFTSP reserves the right to determine the strategy to be used to resolve the member’s problem or issue. Grievances are generally handled by staff representatives of BFTSP, though, in unusual cases, BFTSP may choose to consult or retain legal counsel. However, BFTSP makes no promises or warranties that it will provide members with an attorney in any grievance, including but not limited to termination proceedings. BFTSP is under no legal or other obligation to consult or retain legal counsel in connection with a grievance. Members are free to retain legal counsel of their own choosing, at their own expense; however, BFTSP will generally cease providing representation or assistance to members who choose to retain their own legal counsel.

Section 2 Legal Representation

BFTSP may choose to retain legal counsel to represent members in employment related legal actions. In doing so, BFTSP adheres to the provisions of the Legal Defense Policy of the Texas Federation of Teachers, which is attached and incorporated herein. If BFTSP chooses to provide a member with legal representation, BFTSP will choose the attorney who is retained.

The decision to provide legal representation to members is at BFTSP’s sole discretion, which will be exercised in a reasonable, non-arbitrary, and non-discriminatory manner. BFTSP reserves the right to make decisions about whether to provide members with legal representation, taking into consideration the merits of any legal claim, the costs of providing legal representation, whether providing legal representation will advance the interest of BFTSP and its members, and any other appropriate criteria.

BFTSP is under no legal or other obligation to provide legal representation to members, who are free to retain legal counsel of their own choosing, at their own expense. BFTSP makes no promises or warranties that it will provide members with an attorney in any type of matter. Legal representation for criminal charges is governed by the provisions of the AFT liability insurance plan and policy