

ARTICLE 6: GRIEVANCE PROCEDURE

A. Purpose

The purpose of the procedure is to secure equitable solutions at the lowest level to grievances as defined in this Article.

B. Definitions

1. **Grievance:** Any dispute about the interpretation or application of the terms of this Agreement.
2. **Grievant:** A "grievant" is the ~~substitute teacher~~ **bargaining unit member** who makes the claim.
3. **Representative:** A representative is any Beaverton Education Association representative working on behalf of the association and its members.

C. Procedures

In the event a ~~substitute teacher~~ **bargaining unit member** and/or the Association believe the contract has been violated, the first step in resolving the matter shall be a problem-solving process with the site administrator, the substitute, and the Association representative. If the problem is unresolved, the substitute may initiate a meeting with the HR ~~Executive Administrator~~. Prior to the meeting, the ~~substitute~~ **bargaining unit member** will be informed of ~~their~~ his/her right to have a representative of the Association present at the problem solving meeting. If the problem solving process does not resolve the problem for the ~~substitute teacher~~ **bargaining unit member** and/or the Association, the Association President may submit the grievance in writing to the Chief Human Resource Officer within 15 working days after the facts upon which the grievance is based, first occurred, or first became known to the ~~substitute teacher~~ **bargaining unit member**.

1. If written notice is not served in accord with the time limits listed above, the grievance will be barred, except for instances of continuing grievances (in the sense the act complained of may be said to be repeated from day to day).
2. The written grievance will include a concise summary of the allegations, including reference to the specific contract provisions in dispute and the remedy sought. The written grievance shall be submitted to the Chief Human Resource Officer, who shall respond within 15 ~~working working~~ days.

3. If the employee is not satisfied with the Chief Human Resource Officer's determination, the employee may submit a written request for appeal to the Chief Human Resource Officer within fifteen (15) working days. An impartial panel consisting of 5 individuals: 2 substitutes appointed by the Association President, 2 District employees who are not substitutes appointed by the Superintendent or designee, and a fifth person to be mutually acceptable to the District and the Association. The panel will meet with the employee and the Chief Human Resource Officer within fifteen (15) working days and determine if the contract has been violated. A majority vote of the panel would be necessary to overturn the Administrator's decision.

D. Grievance File

All documents, communications, and records dealing with a grievance shall be designated confidential information and shall be filed in a separate grievance file. No person other than parties in interest, their representatives, persons designated by the District to have responsibility for labor relations and contract management, and persons assigned to maintain the District's grievance files shall have access to the separate grievance file without the consent of the grievant or Association unless disclosure is required by law.

E. Reprisals

No reprisal of any kind shall be taken by the District or the Association against any participant in the grievance procedure by reason of such participation.