

# GRIEVANCES AND ARBITRATION

## What circumstances can be grieved:

- Imposed disciplinary acts
  - Misapplications of the collective agreement
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- Every teacher accompanied or not by the union delegate of his or her school may, if he or she so desires, try to solve his or her problem with the school administration before the notice of grievance. If necessary, the union delegate shall be released from his or her teaching duties for the time required to meet with the school administration.
  - The union shall notify the board in writing that a grievance has arisen. The notice of grievance must be forwarded to the board within 40 workdays of the event that gave rise to the grievance by registered or certified mail, fax, delivered by hand or served by bailiff. The notice of grievance must state, without prejudice, the main facts that gave rise to the grievance and, for information purposes, the articles or clauses involved and the corrective measure required.
  - The union must also forward a copy of the notice of grievance to the QPAT and the QESBA specifying the date of the 21<sup>st</sup> workday following the date of the notice of grievance.
  - Within 20 workdays of the mailing, delivery, transmission by fax or serving of the notice of grievance, as the case may be, the union representative, accompanied by the plaintiff if the latter so desires, shall meet with the authority designated by the board to attempt with the latter to find a solution.
  - If the parties do not find a solution the grievance shall be considered as submitted to arbitration.
  - No teacher shall be subjected to intimidation, reprisals or discrimination because he or she is involved in a grievance.
  - The arbitrator must render his or her decision within 20 days from the date of the end of the hearing.
  - The decision shall state the reasons therefor and shall be rendered in writing; the arbitrator shall sign it.