

Letter of Understanding

This Letter of Understanding is made in duplicate.

Between the Board of Trustees of Medicine Hat Catholic Board of Education (Hereinafter called "the Employer") of the First Part

and

The Alberta Teachers' Association (Hereinafter called "the ATA") of the Second Part

With respect to the 2007-2012 Collective Agreement dated 23 June 2008 and amended on September 15, 2008, February 23, 2010, June 15, 2010 and May 17, 2011, the parties agree to the following:

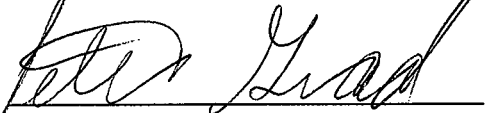
1. That in the recitals to the agreement, the reference to the School Boards Employer Bargaining Authority ('SBEBA') is replaced with Medicine Hat Catholic Board of Education ('the Employer').
2. All references in the Collective Agreement to 'the Member Employer' shall be replaced with 'the Employer'.
3. All references in the Collective Agreement to 'the Association' shall be replaced with 'the ATA'.
4. Article 2 – Term of the Agreement
 - a. That the collective agreement remains in full force and effect until August 31, 2012 and from year to year thereafter, unless either party to this agreement is given notice in writing by the other party, not more than 120 calendar days or less than 60 calendar days prior to the expiry date in any subsequent year. Both parties are to exchange particulars of all amendments sought simultaneously within 30 days of notice having been provided, or at such other time as mutually agreed to.
5. Article 16 – Grievance Procedures
 - 16.1 Any difference between an employee covered by this Agreement and the Employer, or between the local of the ATA and the Employer concerning the interpretation, application, operation or alleged violation of this Agreement, and whether the difference is arbitral, must be dealt with as follows, without stoppage of work or refusal to perform work.
 - 16.2 The difference (the grievance) must be submitted in writing to the Secretary-Treasurer of the Employer and to the Secretary of the local of the ATA. The written submission shall be delivered within fifteen (15) days from the date of the incident giving rise to the grievance or from the date the grievor first had knowledge of the incident, whichever is later. The submission must explain the grievance, and the article of this Agreement, which is alleged to have been violated.

- 16.3 If the grievance is not settled within fifteen (15) days after the date of submission of the grievance, then on or before a further five (5) days have elapsed from the expiration of the fifteen (15) day time period the grievance must be referred in writing to the grievance committee. The grievance committee must be composed of two representatives of the Employer and two representatives of the ATA Local. A quorum of this committee must consist of all members. The grievance committee must meet and give its decision in respect to the grievance within twenty-one (21) days following receipt of the submission and shall dispose of each grievance before proceeding to another, except where by unanimous consent of the grievance committee, the hearing of such grievance is adjourned for the purpose of obtaining further information. If the grievance committee reaches a unanimous decision as to the disposition of any grievance, that decision shall be final and binding.
- 16.4 If the grievance committee does not reach a unanimous or any decision within the said time, then either party may by written notice served on the other party require the establishment of an arbitration board. Such notice must be given within ten (10) days after the date of the expiry of the twenty-one (21) day limit.
- 16.5 Each party shall appoint one member as its representative on the arbitration board within seven (7) days of such notice and must inform the other party of its appointee. The two members appointed must, within (5) days of the appointment of the second of them, appoint a third person who shall be the chairman. In the event of any failure to appoint a chairman either party may request the Director of Mediation Services to make the necessary appointment.
- 16.6 The arbitration board shall determine its own procedure but must give full opportunity to all parties to present evidence and to be heard.
- 16.7 The arbitration board must not change, amend, or alter any of the terms of this Agreement. All grievances or differences submitted shall present an arbitral issue under this Agreement, and must not depend on or involve an issue or contention by either party that is contrary to any to any provisions of this Agreement or that involves the determination of a subject matter not covered by, or arising during the term of this Agreement.
- 16.8 The findings and decision of a majority is the award of the arbitration board and is final and binding upon the parties and upon any employee affected by it. If there is not a majority, the decision of the chairman governs and it shall be deemed to be the award of the arbitration board.
- 16.9 The arbitration board shall give its decision no later than fourteen (14) days after the appointment of the chairman, however, this time period may be extended by written consent of the parties. Each party to the grievance shall bear the expense of its respective appointee and the two parties shall bear equally the expense of the chairman.
- 16.10 The time limits referred to in the grievance procedure shall be exclusive of Saturdays, Sundays, statutory holidays and vacation periods.

- 16.11 If, at any stage of the procedure (except in respect of appointing persons to the board) the grieving party fails to take the necessary action within the time limit specified, the grievance shall be deemed to be at an end.
- 16.12 Any of the time limits in the grievance procedure may be extended at any stage upon the written consent of the parties.

Dated at the City of Medicine Hat, in the Province of Alberta, this 14 day of December, 2011

**The Board of Trustees for
Medicine Hat Catholic Board of Education**


Board Chair


Secretary-Treasurer

The Alberta Teachers' Association

