

**MEMORANDUM OF AGREEMENT**  
DATED OCTOBER 17, 2023

BETWEEN:

**THE RIVER EAST TRANSCONA SCHOOL DIVISION**  
(hereinafter referred to as the "Division"),

- and -

**THE RIVER EAST TRANSCONA EDUCATION ASSISTANTS ASSOCIATION**  
(hereinafter referred to as the "Association")

WHEREAS the Association and the Division are parties to a collective agreement for the term of January 1, 2019 to December 31, 2022 (the "Collective Agreement");

AND WHEREAS Article 14.01 of the Collective Agreement states:

14.01 An employee shall be granted bereavement leave up to five (5) days without loss of pay in the case of the death of a parent, spouse, common-law spouse, child, brother, sister, mother-in-law, father-in-law, grandchild or grandparent.

AND WHEREAS, pursuant to the Collective Agreement, the Association has filed a grievance alleging a breach of Article 14.01 (the "Grievance");

AND WHEREAS through discussions, the Association and the Division have reached terms of settlement with respect to the Grievance that they wish to confirm in writing:

NOW THEREFORE, the parties hereto agree with each other as follows:

1. Effective the date of the Agreement and going forward:

- a. Where a request is made for bereavement leave pursuant to Article 14, the Division will consider, on an individual and case-by-case basis, whether the activities contemplated during the bereavement leave request are reasonably related to the death;
  - b. Where an employee requests bereavement leave for a period which is not immediately following the death (or requests to split a leave period), the Division shall consider whether the specific leave period requested is reasonably related to the death in determining whether the leave period should be granted, in whole or in part; and
  - c. Should a dispute arise between the Division and any employees regarding the interpretation, meaning, operation and application of this Agreement, including a dispute with respect to the Division's determination of whether activities are reasonably related to the death, such dispute may be addressed pursuant to the Grievance Procedure set out at Article 26 of the Collective Agreement.
2. This Agreement shall continue in effect for the duration of the Collective Agreement and any subsequent renewal Collective Agreement unless modified in writing by agreement of the parties. Both parties maintain their respective rights to make proposals in collective bargaining that would maintain, alter, add, or delete any settlement term(s) within this Agreement. Such changes may be incorporated into any new collective agreement between the parties.
  3. Should any provision of this Agreement be declared or be determined by an arbitrator or court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby.

EXECUTED by the Association in Winnipeg, Manitoba this 17<sup>th</sup> day of October 2023.

Per: Fiona Skoc

Fiona Skoc

President

EXECUTED by the Division in Winnipeg, Manitoba this 23<sup>rd</sup> day of October 2023.

Per: \_\_\_\_\_

Colleen Carswell  
Board Chair

Crista Harvey  
Secretary Treasurer / CFO