

Without Prejudice and Precedent

Memorandum of Agreement

Pursuant to s.54 of the BC Labour Relations Code

Labour Adjustment Plan

Between

Capilano University

(the "University")

and

MoveUp

(Canadian Office and Professional Employees' Union, Local 378)

(the "Union")

(collectively "the Parties")

Re: s54 Early Retirement Incentive Package Initiative

Purpose

1. Capilano University is facing a significant budget shortfall for the 2025/2026 and 2026/2027 fiscal years.
2. This Memorandum of Agreement is the result of the Parties working in good faith to develop a Labour Adjustment Plan pursuant to Section 54 of the *BC Labour Relations Code* and the provisions of the 2022–2025 Collective Agreement.
3. It is understood that this Agreement is made on a without-prejudice and without-precedent basis, and that all terms of the Collective Agreement remain in full effect except as expressly modified below. Any references to Collective Agreement language herein are for reference and/or modification for the purposes of this Labour Adjustment Agreement only, and do not alter the original text.
4. The goal of this Agreement is to minimize the adverse impact on employees of the University's deficit mitigation measures by maximizing voluntary departures and ensuring any future reductions are conducted fairly and transparently.

Terms

5. The Parties agree that all MoveUP bargaining unit employees will be provided the opportunity to express interest in an Early Retirement Incentive Package ('ERIP') initiative. Participation is strictly voluntary, and employees may express interest without prejudice.

6. The University will conduct a bargaining-unit wide canvass inviting all MoveUP members to indicate their interest. All expressions of interest will be copied to and received by the Union. The University will immediately forward to the Union any expressions of interest received where the Union was not copied.
7. Any expression of interest submitted for ERIP is strictly non-binding and shall not constitute notice of resignation, acceptance of an offer, or any indication of intent to terminate employment.
8. Expressions of interest will be used solely for the purpose of determining eligibility and operational feasibility of the voluntary program offered.
9. The Parties agree that expressions of interest, and any records, notes, or documents related to them:
 - shall not be placed in an employee's personnel file,
 - shall not be used in any performance or disciplinary context,
 - shall not be used as a factor in any layoff, displacement, reassignment, or staffing decision
10. Upon completion of this adjustment plan, the University will destroy all records relating to expressions of interest submitted by employees who remain employed.
11. An employee's decision to express or decline interest in either initiative shall not prejudice their rights under the Collective Agreement.

Voluntary Initiatives

12. To mitigate the impact of the University's deficit, the Parties agree to establish an Early Retirement Incentive Package ('ERIP') initiative.

13. Early Retirement Incentive Package ('ERIP')

- a. Regular employees who are age fifty-five (55) or older with at least ten (10) years of pensionable service under the Municipal Pension Plan (as of their retirement date) are eligible to apply for the ERIP.
- b. An eligible employee who elects to retire under this program must agree not to apply for or accept employment with Capilano University for a minimum of 24 months following retirement (the University may waive this restriction in exceptional circumstances with approval from the Union).
- c. Employees who elect for ERIP will be entitled to elect whichever is greater of the following options:
 - i. A 5-month lump-sum early retirement incentive,
 - ii. The early retirement incentives in Article 29.07, as outlined below:

Full Years to Retirement	Payout
1	Up to 15% of annual salary
2	Up to 30% of annual salary

3	Up to 45% of annual salary
4	Up to 60% of annual salary
5 or more	Up to 75% of annual salary
Either paid as a lump sum or in predetermined installments as acceptable to the employee a direct allocation to a RRSP, or used to purchase past service contributions to the Municipal Pension Plan equivalent to the value of the lump sum payment. Payouts are required to be paid prior to March 31, 2026.	

- d. The University agrees to waive the usual Article 29.07 cost-recovery restriction, meaning no application under this special program will be denied on the basis that the incentive cost would not be recovered through a replacement hire.

Joint Committee & Process

16. The Parties will establish a joint committee (composed of 3 representatives of the Union and 3 representatives of the Employer) to monitor the implementation of this Agreement.
17. This committee will meet upon either Parties' request throughout the adjustment period to review applications and progress, resolve any disputes arising from interpretation of this Agreement, and discuss whether further adjustments or support for affected employees are required.
18. The ERIP application processes will be on a tight timeline given the budget imperatives. Interested eligible employees must submit an expression of interest by December 8, 2025. Submission of an application is not an irrevocable commitment; it indicates interest in the incentive.
19. All applications will be reviewed jointly by the committee to confirm eligibility. This committee will provide a mutually agreed list of eligible and prioritized applications to the University by December 10, 2025. Final approval of eligibility will be at the mutual discretion of the committee.
20. The University will inform each applicant whether they are approved by December 12, 2025.
21. Approved employees will then have until December 19, 2025, to sign and accept a formal ERIP offer letter. Once an offer letter is signed and accepted by the employee, the decision becomes final and irrevocable.
22. Employees who accept the ERIP must retire on or before March 31, 2026, at the employee's election with consideration of operational requirements.
23. Written confirmation on all accepted ERIPs communicated will be sent to the Union by December 19, 2025.
24. The Parties agree that the express and primary purpose of the ERIP initiatives is to attempt to mitigate and reduce the number of bargaining unit involuntary layoffs required for the University to achieve a balanced budget through voluntary workforce reduction measures.
25. The Parties will meet after December 19, 2025 to review how many employees have elected to voluntarily separate and the estimated budget savings achieved through those retirements.

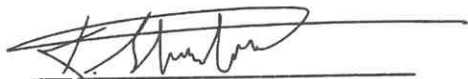
26. The Parties agree that the cost savings achieved through this Agreement will contribute directly to addressing the University's deficit.
27. For all bargaining unit positions vacated, the Employer shall furnish the Union with a full list of such positions. The listed position shall be reviewed jointly over a 24-month period from the date of the formation of the position list for the purpose of rehiring subject to operational requirements and budget constraints that are demonstrably reasonable and disclosed to the Union upon request.

Enforcement

28. This Memorandum of Agreement is enforceable as if it were part of the Collective Agreement. Any violation or difference in interpretation will be subject to the grievance and arbitration provisions of the Collective Agreement. Given the time-sensitive nature of these adjustments, grievances arising from this MOA shall be processed on an expedited basis. The *Labour Relations Board's* mediation services may also be utilized by mutual agreement to resolve any issues. The intent is that both Parties carry out the commitments herein in good faith.

Entire Agreement

29. This Adjustment Plan constitutes the entire agreement between the Parties with respect to the voluntary Early Retirement Incentive Program (ERIP) arising from the Section 54 notice issued by the University on September 25, 2025. It addresses only these voluntary measures and does not authorize, contemplate, or permit any involuntary layoffs or other adverse employment actions.
30. The Parties acknowledge that the Union does not agree with or endorse the decisions or processes that led to the financial circumstances underlying the notice and the Union's participation in this Agreement is solely to mitigate harm to employees through voluntary measures.
31. For clarity, any involuntary layoffs, position eliminations, or other workforce reductions not expressly set out in this Adjustment Plan will require the University to issue a new Section 54 notice and engage in fresh consultation and negotiation of a new labour adjustment plan, in full compliance with the *Labour Relations Code*.
32. Nothing in this Agreement waives the Union's rights under the Collective Agreement, the *Labour Relations Code*, or any other statute, except where explicitly modified herein. The University affirms that these voluntary programs are offered for financial reasons only. By signing below, the Parties commit to implementing the voluntary measures contained in this Agreement in good faith and in the best interests of employees and the institution.



Kartik Bharadwa, December 1, 2025
Vice President, People Culture & Diversity
Capilano University



[Authorized Signatory], Date
[Print Name, Title]
COPE Local 378 dba MoveUP