

Without Prejudice and Precedent

Memorandum of Agreement

Pursuant to Section 54 of the BC Labour Relations Code

Labour Adjustment Plan

Between

Capilano University

(the “University” or “Employer”)

and

MoveUP

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

(the “Union”)

(collectively “the Parties”)

Re: Section 54 Deficit Mitigation Restructuring and Workforce Adjustment Initiative

Background and Positions of the Parties

1. The University is facing a significant budget shortfall for the 2025-2026 fiscal year and has identified deficit mitigation measures that will result in reductions and other changes affecting the terms, conditions, or security of employment of a significant number of employees in the MoveUP bargaining unit.
2. Despite the positions of the Parties, this Agreement seeks to address the Union’s concerns by establishing a clear labour adjustment plan agreement with enforceable commitments to protect the interests of the Union’s bargaining unit members.

Purpose

3. 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.

4. 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 or modification for the purposes of this Labour Adjustment Plan Agreement (the 'Agreement'), and do not alter the original text.
5. The goal of this Agreement is to:
 - a. consider alternatives to layoffs and reduce the number of involuntary job losses within the MoveUP bargaining unit;
 - b. ensure transparency, fairness and timely disclosure during these proceedings;
 - c. where possible provide meaningful transition supports where job loss cannot be avoided;
 - d. promote increased cooperation and collaboration between the Parties in the future.
6. This Agreement seeks to develop a Labour Adjustment Plan Agreement for, and to document the Parties' mutual understanding of the current status and positions with respect to, the following Section 54 notices issued by the University:
 - a. December 12, 2025 - RE : Section 54 Notice - Sunshine Coast | á lax- ay campus
 - b. December 17, 2025 - RE : Section 54 Notice - Lonsdale Campus
 - c. December 22, 2025 - RE : Section 54 Notice - Anticipated Involuntary Layoffs
 - d. December 22, 2025 - RE : Section 54 Notice - Bookstore Reimagination

Terms

7. Section 54 Notice - Sunshine Coast | á lax- ay campus
 - a. The Parties acknowledge that, while the University has announced its plan to close the á lax -ay Sunshine Coast campus, the University has not finally determined if it will continue offering any physical, in-area education on the Sunshine Coast.
 - b. Throughout the ninety day layoff notice period applicable to the impacted employees, if the University determines that continued in-area education is required on the Sunshine Coast, and there is an operational need for a bargaining unit position, the University shall rescind any layoff notices associated with the Sunshine Coast campus closure in order of seniority in accordance with the Collective Agreement starting from regular full-time employees, then part-time employees, then temporary employees.

- c. In the event that an affected employee whose layoff notice has been rescinded has already exercised their bumping rights or accepted a job vacancy, the University shall notify the employee and provide a reasonable period of no less than ten (10) business days to elect either to rescind their bumping or job vacancy election or to maintain their bumping or job vacancy election. If the affected employee chooses to maintain their election, the layoff notice associated with the position shall still be deemed withdrawn the next most senior employee shall be offered the same election in accordance with the order of seniority set out in 8(b).
- d. In recognition of the rural location of the Sunshine Coast | á lax- ay campus in relation to the lower mainland:
 - i. If the impacted employee elects article 12.08 Job Vacancy / Retraining, they will have access to a twelve (12) month priority rights period following the expiry of the notice period for any permanent vacancy.
 - ii. Consistent with Hybrid Office Program where affected employees from the Sunshine Coast location elect a bump or a job vacancy, the University shall, whenever possible and based on operational feasibility / requirements, support hybrid office program agreements. The University will permit affected employees to submit hybrid office program application.
 - iii. An employee may elect an enhanced severance of an additional 4 weeks of salary, in lieu of bumping or vacancy placement.
- e. Except as expressly set out above, affected employees at the Sunshine Coast location shall have access to, and may exercise, all other rights, options, and entitlements under this Agreement, applicable legislation and the Collective Agreement.

8. Section 54 Notice - Lonsdale Campus

- a. The Parties acknowledge that, while the University has announced its plan to close the Lonsdale campus, transitioning instructional activities to the North Vancouver campus and is exploring leasing opportunities for the space, the University has not finally determined if and to what extent the operations may require the maintenance of bargaining unit work at the Campus.
- b. Should the University determine there is no longer an operational need for bargaining unit work to be performed at the Lonsdale campus as a result of this closure, the University shall offer the following options to the sole affected employee remaining at the location:

- i. An Early Retirement Incentive as contemplated in 29.07 of the Collective Agreement. The Parties agree this incentive shall be calculated at the full 75% of annual salary, and that all qualifications and cost recovery for this incentive contemplated in 29.07 (a) shall not apply;
- ii. All options available to the Employee under Article 12 given the circumstances; or
- iii. The Parties acknowledge the individualized workplace requirements set out in the agreement signed by the Parties on April 2, 2025, which remain subject to and informed by the applicable legal framework.

9. Section 54 Notice - Bookstore Reimagination

- a. The Parties agree that the information provided by the University to date is insufficient for the Union to assess the proposed direction and operational impacts of the “Bookstore Reimagination” initiative. The University shall provide timely and fulsome disclosure of the proposed model, including any contemplated changes to hours of operation and anticipated timelines, to support meaningful consultation under Section 54.
- b. The Parties acknowledge that bargaining unit staff shall be required in some capacity to operate the bookstore. The University shall post the newly created Bookstore position to all affected employees in the Bookstore.
- c. The University shall concurrently offer the following options to the affected bookstore employees remaining at the location:
 - i. An Early Retirement Incentive as contemplated in 29.07 of the Collective Agreement. The Parties agree this incentive shall be calculated at the full 75% of annual salary, and that all qualifications and cost recovery for this incentive contemplated in 29.07 (a) shall not apply;
 - ii. All options available to the Employee under Article 12 given the circumstances; or
 - iii. First right of refusal for the position, in order of seniority, subject to review of requisite knowledge, skills and abilities and any potential accommodation obligations.
- d. Except as expressly set out above, affected employees at the Bookstore shall have access to, and may exercise, all other rights, options, and entitlements under this Agreement, applicable legislation and the Collective Agreement.

10. No Contracting Out

- a. Pursuant to Article 29.02 the University shall not contract out work normally performed by employees covered by the collective agreement. The University agrees not to assign bargaining unit work to non-bargaining unit employees,

where such work could reasonably be performed by a bargaining unit employee in general, or who is displaced, on notice, on a layoff list, or otherwise seeking placement under this Agreement.

- b. During the adjustment period, the University shall not post externally, or fill by external recruitment, any current or upcoming vacancies that could reasonably be filled by bargaining unit employees seeking placement.
- c. The cost savings achieved through this Agreement shall contribute to addressing the University's deficit.

II. Transition Supports

- a. The University shall provide, at no cost to affected employees, access to Employee and Family Assistance Program ("EFAP") for a period of six (6) months post-severance.

12. Enhanced Severance

- a. Where an employee is permanently laid off and elects severance pay under Article 12.09, an additional two weeks' salary will be paid, as an enhanced severance.
- b. Except as expressly modified by this Agreement, all other aspects of layoff and recall shall be governed by Article 12 (Layoff) of the Collective Agreement, appended as Appendix A for convenience of reference.

Consultation and Joint Committee

- 13. The Parties will establish a joint committee (composed of equal representatives of the Union and the Employer) to monitor the implementation of this Agreement. This committee will meet upon either Parties' request throughout, and after, the adjustment period to review progress and implement this agreement, resolve any disputes arising from interpretation of this Agreement, and discuss whether further adjustments or support for affected employees are required.
- 14. For all bargaining unit positions vacated, the Employer shall furnish the Union with a full list of such positions. The listed position(s) shall be reviewed jointly over a 24-month period from the date of the formation of the position list with the purpose of rehiring one or more positions if the University's budgetary finances improve and stabilize.
- 15. If the University's budgetary finances improve and stabilize, and there is a bona fide need for the position, the Employer shall agree to fill all such positions with notification and

rationale to the Union in advance of posting the position with a copy of said job postings sent to the Union prior to the posting going out to employees.

16. The Joint Committee shall review the total number of terminations occurring within any two-month period to determine whether the University's layoffs constitute a group termination under s64 of the *BC Employment Standards Act*. If the number of terminations meets or exceeds the statutory threshold the University will fulfill its statutory obligations.
17. The Joint Committee shall meet to review possible cancellation, termination, wind down, reduction in scope or non-renewal of all external contractors, consultants, and vendor engagements as a measure to minimize the remainder of the University's deficit post-adjustment plan.

Enforcement

18. This Memorandum of Agreement is enforceable as if it were part of the Collective Agreement. Any violation or difference in interpretation shall 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 by James E. Dorsey QC. 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

19. 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.
20. Any additional involuntary layoffs, position eliminations, or other workforce reductions not expressly contemplated in the Section 54s 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*.
21. 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.

22. For final clarity, to the extent that any provision of this Adjustment Plan is inconsistent with any provision of the Collective Agreement, the terms of this Adjustment Plan shall govern.



Erin McFadden, AVP PCD
Capilano University
May 8, 2026



[Print Name, Title] Daniel Storms
COPE Local 378 dba MoveUP
[Date]