

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

1. On October 7, 2026, the University provided the Union with correspondence titled "Section 54 Notice – Budget Deficit Mitigation 2026/2027", which advised of a significant budget shortfall for the 2026-2027 fiscal year.
2. The scope of this Agreement is limited to the voluntary departures expressly contemplated herein.
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.

Voluntary Severance Program

5. The Parties agree that all eligible MoveUP bargaining unit employees will be provided the opportunity to apply for the Voluntary Separation Program ("VSP"). Participation is strictly voluntary.

6. The University will advise all MoveUP members of their opportunity to apply. All applications will be copied to and received by the Union. The University will forward to the Union any applications received where the Union was not copied.
7. The University will confirm the eligibility of each applicant and confirm the approval or denial of the application based on eligibility by October 30, 2026. The University shall provide a written statement of their individual incentive calculation, proposed departure date and applicable conditions.
8. Employees who accept a voluntary departure offer must end their employment at a mutually agreeable date to be determined between the employee and University before March 31, 2027, subject to operational requirements. Exceptions may be made for employment end dates up to June 30, 2027, subject to operational requirements.
9. Employees who terminate employment with the University as a result of a VSP must agree to not apply for or accept employment with the University for a minimum of 24 months following their last day of employment.
10. Regular employees with at least one (1) year of service will be eligible to apply for the VSP.
11. Employees must apply for the VSP before end of day October 30, 2026.
12. Employees who apply for and are offered a VSP will be entitled to:

1 to 2 years of service*	30% of their annual salary
3 to 4 years of service	40% of their annual salary
5 to 9 years of service	50% of their annual salary
10 to 15 years of service	65% of their annual salary
15+ years of service	75% of their annual salary

**less than one year of service is not eligible for voluntary departure incentive*

Transition Supports

13. 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-employment.
14. The University shall provide employees access to pension webinars facilitated by Pension Corp.

Consultation and Joint Committee

15. 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.

16. 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 vacated positions based on operational needs and/or when the University's budgetary finances improve and stabilize.

17. 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.

Enforcement

18. Any involuntary layoffs, position eliminations or other workforce changes not expressly contemplated by the voluntary departures under this Agreement 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.

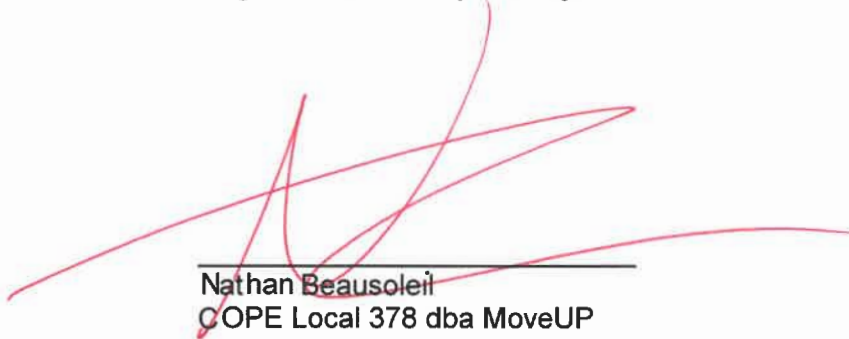
19. This Memorandum of Agreement is enforceable as if it were part of the Collective Agreement. Any violation or difference in interpretation shall be subject to the grievance and arbitration provisions of the Collective Agreement.

20. The Parties acknowledge that the Union does not agree with or endorse the decisions or processes that led to the financial circumstances underlying the October 7, 2026 correspondence, and the Union's participation in this Agreement is solely to mitigate harm to employees.



Erin McFadden, AVP PCD
Capilano University

DATE: October 16, 2026



Nathan Beausoleil
COPE Local 378 dba MoveUP

DATE: