

Memorandum Of Agreement
Between
UFV (Referred To As “Employer” or “University”)
And
UFV FSA (Referred To As “Union” Or “Association”)

Re: Voluntary Departure Program

- 1) This temporary variance of Articles 12, 15 and 34 is entered into by the Parties on a “*without precedent and without prejudice*” basis, to outline the components of the Voluntary Departure Program (“VDP”). The VDP is implemented by the University on a one-time-only basis as a cost saving, layoff avoidance/mitigation strategy.
- 2) At its sole discretion, the University agrees to provide a VDP Payment to those who express interest, and subject to budgetary constraints and criteria.
- 3) Due to extraordinary budgetary challenges, on a without prejudice basis, UFV and UFV FSA, hereby collectively referred to as the “*parties*”, agree to, only for this round of Voluntary Departure offering by the Employer, vary the following provisions of the current collective agreement as described herein.
- 4) **Variance to Articles 12, 15 and 34**
The current provisions under Articles 12, 15, and 34 are varied insofar as is required to give effect to the provisions of this one-time-only VDP.
- 5) **Procedures**
 - a) The Employer may offer, or an employee may request, a choice of one of the VDP options described herein, provided the employee meets the following qualifications:
 - i. Has a minimum of eight (8) years of seniority at UFV as of March 31, 2026;
 - ii. Is a Type A or Type B employee on a continuing appointment at the time of departure; and
 - iii. Retires or resigns from their Type A or B position. If such employee is subsequently rehired, no benefit or entitlement (including seniority) arising from previous service shall apply.
 - b) Applicants for the VDP must not have previously provided their retirement or resignation notice.
 - c) All VDP incentive requests or offers under this agreement must be in writing and received by the University on or before December 16, 2025. Expressions of interest received after December 16, 2025 may be considered by the University on a “without prejudice or precedent” basis.
 - d) Requests for the VDP Incentive will be deemed as a show of interest and there is no guarantee of approval by the employer.
 - e) The Parties agree that the employer may make the VDP Incentive available on a priority basis to departments or individuals potentially impacted by layoff.

- f) The University will set the timeline for acceptance of a VDP offer.
- g) Decisions regarding VDP requests will be informed by the following priorities:
 - i. Positions where cost savings or restructuring will be incurred;
 - ii. Employees within programs in which downsizing is anticipated;
 - iii. Applications offering the greatest budgetary savings;
 - iv. Employee seniority; and
 - v. In the case of teaching faculty, the continuing operation of a department or unit.
- h) Agreements for the VDP shall be in writing and shall confirm the voluntary departure date with the incentive Option selected by the employee.
- i) In the event of acceptance of an offer of a VDP, the employee's date of retirement/resignation shall be effective on May 31, 2026, or earlier if mutually agreed to by the employer and employee.
- j) A VDP agreement shall be in writing, signed by the employee and the employer. It shall specify the voluntary departure date and the incentive option selected by the employee under this Variance. The agreement shall be irrevocable once signed by the employee.
- k) The University shall expeditiously provide an electronic copy of all signed agreements to the FSA.

6) VDP Incentive Values

- a) The VDP incentive shall be two (2) weeks salary per completed year of seniority, with a minimum of sixteen (16) weeks and a maximum of thirty-six (36) weeks.
- b) For part-time Type A and Type B employees (less than 100% FTE) the VDP incentive calculation will be made on a pro-rated basis to the FTE of the employee's status at the date of voluntary departure.

7) VDP Payment options

- a) **OPTION A, LUMP SUM PAYMENT:** The VDP incentive will be paid in one lump sum on the date of voluntary departure, using the base salary of the employee's permanent ongoing appointment on the date of departure.
- b) **OPTION B, INSTALLMENTS:** By mutual agreement of the University and employee, the VDP incentive will be paid semimonthly at the departing base salary rate, with no further wage increases, and until the incentive has been fully paid.

8) Direction to RRSP

The incentive may be paid, in whole or in part, into the employee's RRSP, subject to the employee providing the employer with sufficient proof of available RRSP space. Rules governing this option are contained in the Canadian Income Tax Act. The maximum pay outs are not impacted by the option to direct to an RRSP.

9) Fringe Benefits

Regardless of the option chosen, there will be no eligibility for fringe benefits of any kind except as described in Item 9 and 10 of this Agreement:

- a) For employees who chose to receive their payment in a lump sum, no pension contributions shall be made or deducted from the incentive.
- b) For employees who chose to receive their payment in instalments, both employer and employee contributions for the Pension Plan shall be made.

10) Financial Counselling

Each employee who participates in one of the forgoing options is entitled to attend financial planning counselling offered in EFAP, and that coverage shall be extended by 3 months subsequent to the departure date.

11) Non-Grievable

All Decisions on VDP Incentive requests are made by the University at its sole discretion and are not grievable. Employees shall, as a condition of acceptance, execute a release satisfactory to the University.

12) Hiring To Replace Positions Impacted by the VDP Program

For positions vacated by employees who accept or are approved for the VDP Incentive:

- a) the University may decide to
 - i. not replace the departing employee, eliminating the position; or,
 - ii. replace the departing employee with a non-permanent faculty or staff member until the conclusion of the restriction in 12.b
- b) The parties agree to waive Article 12.12.a.i: *Faculty Ratio Target Levels* in relation to the vacancies that occur as a result of the VDP until the conclusion of the 28/29 academic year.

13) Approval and Amendment

The Parties agree that the terms of this MOA and any temporary variance to the terms of the Collective Agreement for the purposes of the 2025-2026 round of VDP offerings by the Employer:

- a) Is temporary;
- b) Is made on a without prejudice basis to either party's interpretation of the language of any provision in the current collective agreement, and will not form a precedent for any future bargaining on the issue between the parties and will not be referred to in any future disputes between the parties except to enforce the terms of this MOA; and
- c) Does not preclude additional agreements or memoranda of understanding between the parties.

14) Term and expiry

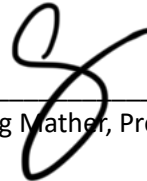
- a) This MOA shall expire on May 31, 2026 unless extended by written mutual agreement. Any rights exercised during the life of this agreement will survive its expiry to the extent necessary to fulfil those rights.
- b) The VDP will include as addendums the following:
 - i. A copy of the general release agreement
 - ii. A copy of the employee incentive agreement

Signed this Day: November 25, 2025

On behalf of UFV


Kevin Jeske, AVP Human Resources

On behalf of FSA


Greg Mather, President

AGREEMENT

BETWEEN:

UNIVERSITY OF THE FRASER VALLEY

("UFV")

AND:

Employee Name

Employee Address

("Employee")

(the "Parties")

WHEREAS UFV and the FSA are parties to a collective agreement which contains a variance agreement signed between the FSA and UFV providing the opportunity for voluntary departure incentives;

AND WHEREAS the Employee has been offered a voluntary incentive and has accepted it within the time frame stipulated in the offer;

AND WHEREAS the Parties have agreed upon the effective date of the Employee's resignation;

AND WHEREAS UFV has agreed to make a lump sum payment upon resignation date or semimonthly payments.

NOW THEREFORE the Parties agree as follows:

- (a) Upon execution of this Agreement by the Parties, the Employee will execute the irrevocable letter of resignation attached hereto as Exhibit "A".
- (b) The last day of work will be **DATE**.
- (c) The Employee will execute the Release attached hereto as Exhibit "B";
- (d) UFV will pay to the Employee the amount of **dollar amount (\$amount)**, less necessary deductions and union dues, in either a lump sum payment on **DATE**, or in equal semi-monthly installments at the departing base salary rate, with no further wage increases, and until the incentive has been fully paid.

(e) The Employee selects to receive the amount via

a. Lump sum _____ EE Initial

or

b. Semi-monthly installments _____ EE Initial

(f) All payments to the Employee, all contributions and payments on behalf of the Employee, and all employee benefits, including pension payments, benefit contributions, and all perquisites of any nature or kind will cease effective **DATE**, except, if applicable, semi-monthly installment payments per this agreement, as provided in paragraph (e) above. For example, if the Employee is in receipt of sick, STDL, or LTD benefits on **DATE**, those benefits will cease on that date;

(g) The Employee expressly acknowledges that the terms of this agreement have been explained to them and are fully understood. The Employee further agrees that the terms are accepted voluntarily for the purpose of making a full and final agreement of all claims described above.

_____	_____	____/____/____
Signature – Employee	Name	Date (DD/MM/YY)

_____	_____	____/____/____
Signature – Employer (HR)	Name	Date (DD/MM/YY)

EXHIBIT "A"

I, **Employee Full Name**, hereby provide my irrevocable resignation from my employment with the University of the Fraser Valley effective **Date**.

Signed in the city of _____, ____ this ____ day of _____, 2026.

Employee Full Name

EXHIBIT "B"

RELEASE

I, **Employee Full Name**, of **Employee Address**, for and in consideration of the payment of the gross sum of **<dollar amount> (\$<amount>)** and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby remise, release and forever discharge the **University of the Fraser Valley ("UFV")** and the **University of the Fraser Valley Faculty & Staff Association ("FSA")** and their respective officers, agents, directors, employees, subsidiaries, affiliates, executors, assigns, predecessors and successors as the case may be or each of them, of and from any and all manner of actions, causes of action, suits, grievances, arbitrations, contracts, claims, debts, complaints, damages, demands, costs and expenses of any nature or kind whatsoever, known or unknown, whether in law or equity or pursuant to a statute or collective agreement, which, as against UFV, or FSA, or such persons as aforesaid, or any of them I have ever had, now have or at any time hereafter I or my personal representatives can, shall or may have, by reason of or arising out of any cause, matter, act, deed, omission or thing whatsoever occurring or existing up to and inclusive of the date of these presents related to or arising out of my employment with UFV, or the cessation of my employment with UFV.

Without restricting the generality of this Release, I hereby release and forever discharge UFV and FSA and their respective officers, agents, directors, employees, attorneys, executors, assigns, predecessors and successors as the case may be or each of them, of and from any and all manner of actions, claims, or complaints, of any nature or kind whatsoever, known or unknown, by reasons of or arising out of the collective agreement between UFV and FSA (the "**Collective Agreement**"), the British Columbia *Employment Standards Act*, *Labour Relations Code*, *Human Rights Code* or prohibited action complaint under the *Workers Compensation Act* which as against UFV in connection with matters referred to in this Release.

I acknowledge and understand that, by signing this Release, all present, existing and future rights and claims against UFV and/or FSA of any kind whatsoever are extinguished.

I acknowledge and agree that any and all terms of this Release and settlement shall be kept confidential and that I will not disclose, or authorize the disclosure of, in whole or in part, the terms of this Release except to my financial or legal advisors or where required by law.

I further acknowledge that I have had the opportunity to speak to counsel concerning the contents, terms and effect of this Release and they are fully understood.

I further understand and agree that this Release is governed by the laws of the Province of British Columbia.

I further understand and agree that the terms of this Release are contractual and not mere recitals.

IN WITNESS WHEREOF, I, **Employee Full Name**, have hereunto set my hand and seal this ____ day of _____, 2026, in the City of _____.

SIGNED, SEALED AND DELIVERED

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by **Employee Name** in the presence of

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Witness:

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Employee Name