

MEMORANDUM OF SETTLEMENT

Between

The University of British Columbia

("University")

And

Canadian Union of Public Employees, Local 116

The Union filed a grievance (#2015-001) alleging that the University was in breach of Article 16.08 in its application of the term "normal retirement".

The parties discussed their respective interpretations of the application of the disputed portion of Article 16.08 through the grievance procedure, but were unable to resolve the matter.

The dispute was referred to arbitration by the Union. The arbitration commenced before Arbitrator Nichols on December 5, 2016 and the parties engaged in mediation with the assistance of Arbitrator Nichols.

In settlement of the grievance, the parties agree to a full and final settlement under the following terms and conditions:

1. To replace the current provisions of Article 16.08 with:

An employee with ten (10) or more years' service with the University who is eligible for retirement under the provisions of the Staff Pension Plan shall receive, upon binding notice of retirement, an additional seven (7) days' vacation credit for the year in which retirement occurs.

This provision may only be accessed one (1) time in an employee's career and, should the employee return to employment at a subsequent time, the provisions of Article 16.07 would apply.

It is understood that the above provisions do not apply to employees who have been on long term disability for more than three (3) months immediately prior to their retirement.

2. This language is agreed to as mid-term change to the Collective Agreement as per Article 3.05 of the Collective Agreement and is effective April 1, 2017.
3. The parties agree that the revised Article 16.08 forms part of a *bona fide* retirement plan under Section 13(3) of the *Human Rights Code*.
4. The parties agree that for any other use of the phrase "normal retirement" as it may occur it is deemed to mean the last day of the month in which an employee turns sixty-five (65) years of age.
5. Arbitrator Nichols remains seized of any dispute with respect to the implementation or operation of this agreement.
6. The Union withdraws the grievance.
7. This Memorandum constitutes full and final settlement of all claims and related matters.

For the University:

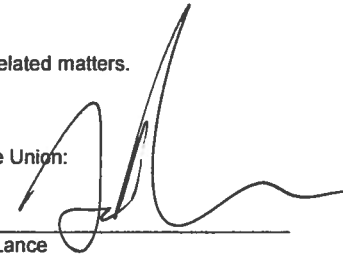


Mike Vizsolyi
Employee Relations Manager

December 10, 2016

Date

For the Union:



Dave Lance
President

December 12/2016.

Date