

MEMORANDUM OF AGREEMENT

— BETWEEN —

THE BOARD OF REGENTS OF VICTORIA UNIVERSITY
(the "University")

— and —

THE VICTORIA CHAPTER OF THE UNIVERSITY OF TORONTO FACULTY ASSOCIATION
(the "Chapter")

RE: CONSENT TO THE CONVERSION OF THE VICTORIA UNIVERSITY GENERAL PENSION PLAN TO THE UNIVERSITY PENSION PLAN ONTARIO (the "UPP Consent MOA")

WHEREAS the University and Chapter (the "Parties") are parties to a memorandum of agreement dated June 30, 2006 (the "MOA");

AND WHEREAS the Parties have been discussing the conversion of the Victoria University General Pension Plan ("Plan") to the University Pension Plan Ontario ("UPP") which is a jointly-sponsored pension plan established effective January 1, 2020 and registered under the Ontario *Pension Benefits Act* (the "PBA") and the *Income Tax Act* (Canada) under registration number 1357243;

AND WHEREAS the Parties wish to enter into this UPP Consent MOA to provide for the Chapter's consent pursuant to and in accordance with the relevant provisions of the PBA and related regulations for transition to the UPP and related amendments to the MOA;

NOW, THEREFORE, the Parties agree as follows:

Consent to Conversion Under the Pension Benefits Act

1. The terms and conditions of this UPP Consent MOA are conditional on the Chapter providing consent on behalf of all employees in the bargaining unit covered by the MOA (the "Chapter Members") to the conversion of the Plan to the UPP under Section 80.4 of the PBA, including the transfer of the Plan's assets and liabilities to the UPP. For clarity, if the Chapter does not provide consent on behalf of the Chapter Members to the conversion of the Plan to the UPP under Section 80.4 of the PBA before November 30, 2023 at 12:01 a.m., then the terms and conditions of this UPP Consent MOA will be null and void and will not be implemented.
2. Subject to the pre-conditions set out in Section 4 of this UPP Consent MOA, and subject to Chapter consent in accordance with Section 1 of this UPP Consent MOA, the University agrees to submit an application to the Chief Executive Officer of the Financial Services Regulatory Authority of Ontario (the "CEO of FSRA") for consent to the conversion and transfer of assets and liabilities from the Plan to the UPP (the "Victoria University Transfer Application") on a date to be determined by the University and in accordance with the PBA, with an effective conversion date of January 1, 2025 (the "Victoria University Conversion Date").

3. The Chapter agrees to support the Victoria University Transfer Application, when made.

Pre-Conditions to the Conversion

4. The submission of the Victoria University Transfer Application to the CEO of FSRA, is subject to the following pre-conditions:
 - i. Approval of the UPP Joint Sponsors (the "Joint Sponsors") to the University becoming a participating employer under the UPP effective on the Victoria University Conversion Date with respect to the Plan on transfer of the Plan's assets and liabilities to the UPP, on terms and conditions agreed between the Joint Sponsors and the University, and the execution of a UPP participating employer agreement on terms satisfactory to and agreed upon between the University, the Joint Sponsors and the UPP Board of Trustees;
 - ii. Completion of an agreement between the University and the Joint Sponsors providing for the transfer of assets from the Plan to the UPP, as required by the PBA; and
 - iii. Satisfaction of the PBA thresholds for consent (active members) and non-objection (inactive members) to the conversion and transfer of assets from the Plan to the UPP in accordance with the PBA;
5. The conversion of and transfer of assets from the Plan to the UPP is also conditional upon the prior approval of the CEO of FSRA to the Victoria University Transfer Application.

Participation in the UPP

6. Effective on the Victoria University Conversion Date, the Chapter Members who are members of the Plan as of the Victoria University Conversion Date shall commence accruing pensionable service under and making contributions to the UPP in accordance with the terms of the UPP and shall no longer accrue pensionable service under, make contributions to, or have any entitlements or rights under the Plan and the Plan shall, as of the Victoria University Conversion Date, cease to exist as a separate pension plan. For clarity, the terms of the Plan shall be used to calculate pensionable service and entitlements for all service accrued prior to the Victoria University Conversion Date.
7. Employees represented by the Chapter who are not members of the Plan as of the Victoria University Conversion Date will join or be eligible to join the UPP, as applicable, in accordance with the terms of the UPP as it may be amended from time to time by the Joint Sponsors.
8. The participation of Chapter Members in the UPP on and after the Victoria University Conversion Date shall be subject to the terms and conditions of the UPP in effect on the Victoria University Conversion Date (including, for greater certainty, the UPP plan text), as may be amended from time to time by the Joint Sponsors.

Member/Employer Contributions under the UPP

9. Effective on the Victoria University Conversion Date, the total contributions to the UPP will be shared equally between the members and the University (50/50), and subject to change thereafter as determined by the Joint Sponsors of the UPP, including under any funding policy developed by the Joint Sponsors. For information only, under the current UPP provisions, the contribution rate for the members and employers is:

- 9.2% on pensionable salary up to the YMPE, and
- 11.5% on pensionable salary above the YMPE.

It is understood that the contribution rate for members and the University will be as set out in the UPP plan text (as amended from time to time). For clarity, the YMPE will be substituted by the Year's Additional Maximum Pensionable Earnings for service after 2024 under the UPP.

Salary Increase

10. Effective on the Victoria University Conversion Date, and upon the implementation of the increase in member contributions set out under Section 9 above, a special adjustment of 1.72% will be applied to the salary of employees represented by the Chapter. This special adjustment will be fully conditional upon the conversion of the Plan to the UPP. For clarity, the special adjustment to the salaries of employees represented by the Chapter will only be made effective on the Victoria University Conversion Date and no further adjustment will be made pursuant to the terms of this UPP Consent MOA. Further, this special adjustment to the salaries of employees represented by the Chapter shall have no retroactive effect.

Amendments to the MOA

11. Effective on the Victoria University Conversion Date, the MOA and any further renewal memorandums of agreement between the Parties in effect on the Victoria University Conversion Date, will be deemed for all purposes to be amended in a manner and to the extent necessary to reflect all of the terms and conditions of this UPP Consent MOA, including, without limiting the generality of the foregoing:

i. The following provisions of the MOA will be amended as follows:

1. Article 4 shall be amended by deleting the word “, pensions”.
2. Article 5.5.1(l) shall be amended by deleting the words “and the University’s contribution to pension”.
3. Article 5.8(h) shall be deleted in its entirety and replaced with: “Faculty members holding part-time appointments shall be eligible for benefits on a pro-rated basis, and for merit increases after one year.”
4. Article 8(c) shall be amended by deleting the words “, including pension benefits,”.

5. Article 8(i) shall be amended by deleting the words “; actuarial reviews of the University pension plan”.
6. Article 8.1(b) shall be amended by deleting the words “July 1 coincident with or following the 65th birthday” and replacing them with the words “the last day of the month coincident with or in which they attain age 65”.
7. Article 13.5.4(f) shall be amended by deleting the words “and the University’s contribution to pension”.
8. The second paragraph of Article 13.7 shall be deleted in its entirety and replaced with: “Part-time librarians holding appointments of 25 per cent or more shall be eligible for benefits on a pro-rated basis, and for merit increases after one year.”
9. Appendix A shall be deleted in its entirety and replaced with:

Appendix A

Agreement on Retirement for Faculty and Librarians

The normal retirement date (NRD) for faculty and librarians is the last day of the month coincident with or in which they attain age 65. Faculty members and librarians who continue working at Victoria University beyond their NRD will continue to receive salary, negotiated benefits except (a) Long Term Disability which ends at NRD and (b) Life Insurance which may be continued but only at basic coverage, and PTR and merit awards as described in Article 8 of the Memorandum of Agreement. One year’s notice of the actual retirement date is required.

- ii. The incorporation of "no grievance and arbitration provisions" respecting pension matters, namely that any and all issues related to the UPP shall not constitute a "difference" between the Parties for the purposes of the Ontario Labour Relations Act, 1995 or any memorandum of agreement between the Parties in effect on and after the Victoria University Conversion Date and must be addressed under the provisions of the UPP and whatever mechanism the Joint Sponsors may implement for issues or disputes related to the UPP. Further, it is the intention of the Parties that an arbitrator appointed under the memorandum of agreement shall have no jurisdiction to hear any grievance referred to arbitration or grant any remedy in any way related to the UPP.
- iii. Acknowledgement that the terms and conditions of the UPP are not subject to collective bargaining, save and except for mutual agreement in writing to withdraw from the UPP pursuant to and in accordance with the terms and conditions of the UPP, including any notice provisions, for doing so.

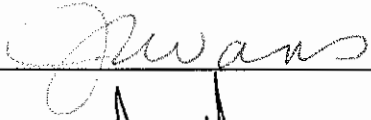
Enforcement of this UPP Consent MOA


12. This UPP Consent MOA shall be appended to and form part of the MOA and any renewal memorandums of agreement in effect before and on or after the Victoria University Conversion Date and notwithstanding the grievance and arbitration provisions of any memorandum of agreement, Eli Gedalof shall be seized as arbitrator of any issues related to the interpretation, application, administration or alleged violation of this UPP Consent MOA. If Eli Gedalof is unable or unwilling to serve, the Parties shall, acting reasonably, jointly select an alternate arbitrator.


Ratification

13. The representatives of the Parties hereby agree to unanimously recommend to their principals the ratification of this UPP Consent MOA.

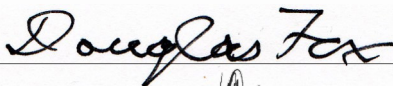
FOR THE UNIVERSITY









FOR THE CHAPTER







SIGNED THIS 3rd DAY of November, 2023.