



## **Summary of Memorandum of Agreement with the Victoria University regarding salary increase to offset member contribution increase**

It has always been USW Local 1998's position that increases in members' pension contributions as a result of moving to the jointly sponsored defined benefit University Pension Plan (UPP) should be offset by compensatory salary increases. Accordingly, we engaged in negotiations with the University to achieve that end.

On October 24 we negotiated a Memorandum of Agreement with the University to increase staff salaries by 1.73% on January 1<sup>st</sup>, 2025. This increase is separate and apart from the other across the-board increases that are provided for in the tentative agreement that members are now voting on.

The October 24 Memorandum of Agreement also sets out conditions for our Union's consent for the conversion of our current Victoria University Pension Plan to the UPP, and makes some related changes to our collective agreement.

The full Memorandum of Agreement (MOA) is attached.

A summary of its terms is below:

- The Memorandum of Agreement and its 1.73% salary increase are dependent upon the Union providing its consent to the UPP. And that consent will only be provided if a majority of voting members cast ballots in favour of the UPP in the pension ratification vote.
  - If a majority of the Victoria University employee community gives consent to join the UPP, the Victoria University administration will file a "transfer application" with the Ontario pension regulator to get approval for the conversion and transfer of the pension assets and liabilities from the Victoria University Pension Plan to the UPP with an effective conversion date of January 1, 2025. The thresholds for consent and "non-objection" under the Pension Benefits Act for active and inactive members must be reached. That means there must be two thirds of employees (USW, faculty and non-union employees) voting in favour of the merger and no more than one third of inactive members voting against it. Given that Victoria University USW members comprise the biggest employee group at the University, our consent to have the Victoria University Pension Plan join the UPP will have a significant impact on whether the merger happens.

- Before the University can submit the transfer application to the pension regulator, the following must happen:
  - the Joint Sponsors of the UPP need to approve Victoria University joining the plan and the parties will have to agree on the terms and conditions for transferring the University's pension assets and liabilities;
  - the University and the UPP will negotiate and sign a participating University agreement and an agreement to transfer the assets to the UPP;
  - the thresholds for consent and "non-objection" under the Pension Benefits Act must be met, as explained above
  
- The conversion of and transfer of assets from the Victoria University Pension Plan to the UPP is also conditional on the provincial pension regulator approval.
  
- If the merger is approved, as of January 1, 2025, USW members in the Victoria University Pension Plan will start accruing pensionable service under the UPP and will make contributions to the UPP. The Victoria University Plan will cease to exist as a separate pension plan. All past service in the Victoria University Pension Plan is protected and pension calculations on all service before January 1, 2025 will still be done according to the Victoria University Pension Plan terms.
  
- USW members who are not members of the Victoria University Pension Plan as of January 1, 2025 will be eligible to join the UPP in accordance with its eligibility rules.
  
- Participation in the UPP after January 1, 2025 shall be subject to terms and conditions of the UPP, including the UPP Plan Text.
  
- Effective January 1, 2025, the total contributions to the UPP will be shared equally between members of the pension plan and the University. This means that plan members and the University will be contributing at a 50/50 split.
  
- The contribution rate for members and the University is set by the UPP plan text (as amended from time to time). Under the current plan text on the date that members' pension accrual begins under the UPP, the University's and members' pension contributions shall be set at
  - 9.2% of pensionable salary up to the CPP maximum (YAMPE) and
  - 11.5% above the CPP maximum (YAMPE).
  
- Effective January 1, 2025, all members' salaries will be increased by 1.73%.
  
- The conversion of the current Victoria University Pension Plan into the UPP will require amendments to our collective agreement, because member interests in a jointly sponsored pension plan are represented via the shared governance structure of such plans and not via collective bargaining. So, as of the conversion date, references in our

collective agreement to the current pension plan will be updated, and the new pension plan will no longer be the subject of the grievance and arbitration procedures in the collective agreement. These changes will have no effect on any other part of the collective agreement.

- There will be no change to the pension bridging benefit, which lies outside of the pension plan. The pension bridging benefit will continue to be in effect.
- The Union and University will meet in 2024 to create a new memorandum of agreement to reflect the changes to the collective agreement related to this Memorandum of Agreement.
- This Memorandum of Agreement shall become part of the collective agreement. If there are problems with implementation, the parties will go to an arbitrator to resolve them.

**When you cast your ballot in the UPP ratification vote, you will be asked your position on the UPP, on this accompanying Memorandum of Agreement and its offsetting salary increase.**

**The International Union and the leadership group of the Victoria University USW Unit unanimously recommend a YES vote on the UPP conversion and on this Memorandum of Agreement.**

**MEMORANDUM OF AGREEMENT**

**-BETWEEN-**

**THE BOARD OF REGENTS OF VICTORIA UNIVERSITY**

**(the "University")**

**And**

**UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS UNION ("Union")**

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

WHEREAS the University and Union (the "Parties") have reached agreement on the terms of a renewal collective agreement dated July 1, 2023 which shall expire on June 30, 2026 (the "Collective Agreement");

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 MOA to provide for the Union'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 Collective Agreement;

NOW, THEREFORE, the Parties agree as follows:

**Consent to Conversion Under the Pension Benefits Act**

1. The terms and conditions of this MOA are conditional on the Union providing consent on behalf of all employees in the bargaining unit covered by the Collective Agreement (the "Union 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 Union does not provide consent on behalf of the Union Members to the conversion of the Plan to the UPP under Section 80.4 of the PBA before November 20, 2023 at 12:01 a.m., then the terms and conditions of this 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 Union 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 Union agrees to support the Victoria University Transfer Application, when made.

#### **Preconditions 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 Union 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 Union 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 Union 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 **1.73%** will be applied to the hourly and salaried wage grid in the collective agreement in effect at that time. This special adjustment will be fully conditional upon the conversion of the Plan to the UPP. For clarity, the special adjustment to the wage grid will only be made effective on the Victoria University Conversion Date and no further adjustment will be made to the wage grid pursuant to the terms of this UPP Consent MOA. Further, this special adjustment to the wage grid shall have no retroactive effect.

### **Amendments to Renewal Collective Agreement**

11. Effective on the Victoria University Conversion Date, the Collective Agreement and any further renewal collective 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 Collective Agreement provisions of Article 27, Schedule C and the Letter of Intent – Pension Bridging Benefit shall be amended as applicable. For clarity, the Parties agree that there will be no change to the payment of the bridging benefit outside of the Plan and the UPP after the Victoria University Conversion Date.
- 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 collective 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 collective 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.

12. The Parties will meet in 2024 to create a memorandum of agreement to reflect the agreed to changes to the Collective Agreement as set out in Section 11 of this UPP Consent MOA and for no other purpose whatsoever.

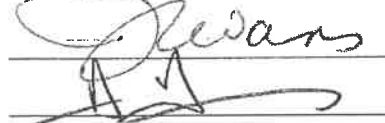
**Enforcement of this MOA**

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


**Ratification**

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

**FOR THE UNIVERSITY**

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FOR THE UNION**

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE: October 24, 2023