

MEMORANDUM OF AGREEMENT

BETWEEN:

KONICA MINOLTA BUSINESS SOLUTIONS (CANADA) LTD.

(hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

AND:

**CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES' UNION,
LOCAL 378**

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

By signature(s) of their duly authorized representative(s) hereinafter affixed, the Employer and the Union ("the Parties") do hereby expressly and mutually agree as follows:

1. This Memorandum of Agreement ("Memorandum") shall be deemed to include all attachments hereto affixed as Appendix "A".
2. It is agreed that the terms and conditions of the Collective Agreement in force and effect between the Employer and the Union from 01 April 2008 to 31 March 2012, inclusive, shall become the successor Collective Agreement between the Parties, except as expressly provided otherwise by this Memorandum. It is agreed that all Letters of Understanding and/or any similar instruments signed by and between the Employer and the Union and included, or deemed to be included, in the Collective Agreement in force and effect between the Parties from 01 April 2008 to 31 March 2012 shall be included, or shall be deemed to be included, in the successor Collective Agreement between the Parties arising out of this Memorandum Of Agreement, except as expressly provided otherwise by this Memorandum.
3. It is agreed that the terms and conditions of the attached amendments (Appendix "A") to the Collective Agreement in force and effect between the Employer and the Union from 01 April 2008 to 31 March 2012, inclusive, shall be included in the successor Collective Agreement between the Parties, except as expressly provided otherwise by this Memorandum.


4. All the terms and conditions to be included in the aforesaid successor Collective Agreement between the Parties shall be effective on the date of ratification of this Memorandum, except as expressly provided otherwise by this Memorandum.
5. Upon ratification by both Parties in accordance with this Memorandum, the following provisions shall apply:
 - (a) The five hundred dollar (\$500) signing bonus to be paid upon ratification shall be paid to each Employee by separate direct deposit or, at the direction of the Employee, transferred to his/her RRSP, no later than 31 December 2012.
 - (b) The five hundred dollar (\$500) signing bonus to be paid upon ratification shall apply to:
 - (i) Employees who are in the employ of the Employer on the date of ratification of this Memorandum.
6. It is mutually agreed that this Memorandum is subject to ratification by the respective principals of each of the Parties. The Employer expressly agrees, however, that the Union shall not be required to conduct any ratification vote with respect to this Memorandum unless and until the Employer has ratified this Memorandum and advised the Union in writing of its acceptance.
7. The Members of both the Union's Negotiating Committee and the Employer's Negotiating Committee hereby expressly agree that they will unanimously recommend acceptance of this Memorandum to their respective principals.
8. In the event of any dispute between the Parties concerning the interpretation, application, operation or any alleged violation of any provision of this Memorandum including, but not limited to, all the attachments hereto affixed as Appendix "A", this Memorandum in its entirety shall be deemed to be incorporated into the then current Collective Agreement between the Parties as if set forth in full therein in writing, and shall so apply, and any such dispute shall, consequently, be subject to resolution in accordance with the grievance and arbitration procedures contained in said Collective Agreement, save and except as expressly provided otherwise by Paragraph 9 below.
9. It is understood that the attachments hereto affixed as Appendix "A", and the successor Collective Agreement arising there from, shall be subject to any editorial, renumbering, and/or referencing change(s) deemed necessary by both Parties. In the event of any dispute in these respects, the Parties will agree to an arbitrator who shall be empowered to resolve same first through mediation then through final and binding arbitration, if necessary, under the Labour Relations Code, in which case the Parties shall share equally the costs for the arbitrator's services.

10. All grievances and other disputes involving the Employer and the Union which are not expressly resolved by this Memorandum shall be deemed to be unresolved by this Memorandum.
11. The Employer expressly agrees that no Employee in the bargaining unit shall be disciplined, discharged or in any manner penalized or prejudiced for any conduct or comment by the Employee in relation to the collective bargaining giving rise to this Memorandum or in connection with any related strike by the Union or any related lockout by the Employer. The Employer further expressly agrees that no legal action arising out of said collective bargaining process shall be either commenced or pursued by the Employer against the Union.
12. If this Memorandum is ratified, the Parties agree to discuss incorporation of the attached amendments (Appendix "A") into the Collective Agreement as noted in points 2 and 3 above.

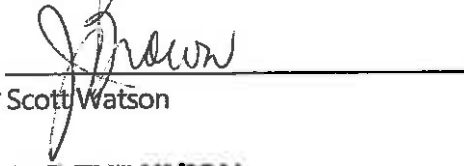
Signed at Vancouver, B.C. this 12th day of December 2012.



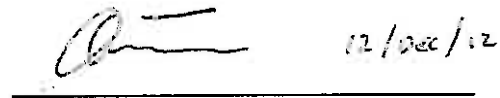
Dal Dosanjh



Clinton Neal

for: 

Scott Watson
FOR THE UNION

 12/dec/12

Tony Hardtman

Bill McCourt

FOR THE EMPLOYER

APPENDIX "A"

APPENDIX "A"

1. **Term of Agreement:** 3 year Agreement 01 April 2012 – 31 March 2015
2. **Wages:**
 - 2012:** - \$500 signing bonus upon ratification;
 - 2013:** - \$500 signing bonus paid by April 15, 2013 if the 100% profit target is met March 31, 2013;
 - 1.5% lump sum April 1, 2013 guaranteed, plus potential for an additional 0.5% gainsharing payout if the 100% profit target is met, or an additional 1.5% gainsharing payout if the 110% profit target is met;
 - 2014:** - 2% general wage increase;
 - Potential gainsharing payment of up to 3%;

Signing bonuses and lump sums to be paid, if possible, by separate deposit from regular pay;

If an Employee requests, transfer some or all of the signing bonuses and lump sums to the Employee's RRSP.
3. **Benefits:** Change effective January 1, 2013 from current benefits plans to a new flexible benefits plan.
4. **Short Term Disability Premiums:**

The employer will assume payment of Short Term Disability premiums.
5. **RRSP:** 4% guaranteed matching Employer/Employee contributions (Employer maximum contribution will be 4%); Employees may make additional contributions to the allowable maximum percentage).
6. **Statutory Holidays & Floaters:**
 - Addition of Family Day statutory holiday (2nd Monday in February)
 - If the 3rd Floater is not taken away from the Burnaby Techs upon implementation of Family Day, COPE378 members get the 3rd Floater.
7. **Employment Insurance Premium Reduction:**

The employer will pay back 5/12 of the Employment Insurance Premium reduction annually to the Employees, where applicable, and shall be paid in a manner agreed to by the Parties.