MEMORANDUM OF AGREEMENT

BETWEEN:

KONICA MINOLTA BUSINESS SOLUTIONS CANADA

(hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

AND:

MoveUP, Local 378 of the Canadian Office and Professional Employees Union

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

WHEREAS:

- A. The Parties are bound to a Collective Agreement effective from April 1, 2015 through March 31, 2018 (the "Collective Agreement").
- B. The Parties have engaged in collective bargaining to reach an agreement to renew the Collective Agreement.

THEREFORE:

The Parties agree that the Collective Agreement is renewed for a term of three (3) years from April 1, 2018 to March 31, 2021 with the changes set out in the Memorandum of Agreement subject to the following conditions.

- 1. The Parties agree that this Memorandum of Agreement is subject to ratification by the Parties' respective principals.
- 2. The Parties agree to recommend this Memorandum of Agreement, without reservation, to their respective principals.
- 3. Upon ratification by both Parties the changes to the Collective Agreement contained in this Memorandum of Agreement shall come into force and effect and shall be fully retroactive to and including April 1, 2018 unless specifically stated otherwise.

a. Salary Increase:

- i. April 1, 2018 2% general Increase Retroactive
- ii. April 1, 2019
 - 1. 2% General Increase (if profit plan achieved)
 - 2. 2% Lump Sum if not achieved
- iii. April 1, 2020
 - 1. 2% General Increase (if profit plan achieved)
 - 2. 2% Lump Sum if not achieved

- b. The following list represents changes to the collective agreement which both parties have agreed (Attached at Appendix A):
 - i. UP 01 Housekeeping
 - ii. UP 02 1.01 Term of Agreement
 - iii. UP 04 7.02 Non-Discrimination
 - iv. UP 08 12.06 Compliance with Freedom of Information Legislation
 - v. UP 10 15.01 Salary Increase
 - vi. UP 20 26.01 Maternity Leave
 - vii. UP 21 26.02 Parental Leave
 - viii. UP 22 26.03 Adoption Leave
 - ix. ER 01 9.02 Calculation of Seniority
 - x. ER 05 22.06/22.07 Technicians Working in the Field Only
 - xi. ER 11 New LOU New Business Proposal
- 4. All items not addressed herein will be considered withdrawn on a without prejudice basis.
- 5. Any amendment to this Memorandum of Agreement must be confirmed in writing by both Parties.
- 6. The Parties agree that this Memorandum of Agreement (including attached signoffs at Appendix A) is, to this date, the entire agreement between the Parties with respect to collective bargaining for the renewal of a Collective Agreement.
- 7. If this Memorandum is ratified, the Union agrees to provide the Employer with a draft copy of the resultant Collective Agreement both in "hard-copy" and digital form within thirty (30) calendar days of the date of completion of the ratification vote and the Employer shall thereafter have fifteen (15) calendar days within which to respond to the draft Collective Agreement provided by the Union. The Parties agree the objective will be to have a finalized Collective Agreement within sixty (60) calendar days of the date of completion of the ratification vote.

Signed at	DRNARY	, B.C. this	<u> 2</u> ရ_ day of _	oct	20
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APPENDIX "A"

Attach all sign off as Appendix A



Konica Minolta Canada PROPOSALS 2018 Union Proposals (UP Item)

(Canadian Office and Professional Employees Union, Local 378)

Union			
Number	Affected Article/MOU	Date: September 24, 2018	Time:
			11:55
UP#01	Various	Housekeeping	

Union Name Change

Update the Collective Agreement cover page, footer and wherever the name is referenced in the agreement with the Union's name to MoveUp (Canadian Office and Professional Employees Union, Local 378).

Gender neutral pronouns

Delete all and any references in all Articles of the Collective Agreement to "he/she" and "his/her and replace them with "they" and "their" respectively.

Capitalization of Proper Nouns

Delete all references in all Articles of the Collective Agreement to "employer".

E&OE Signed off this	26 th	day o	f Sm	tember	20.18
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Konica Minolta Canada PROPOSALS 2018 Union Proposals (UP Item)

Union	W14 N/16		
Number	Affected Article/MOU	Date: September 24, 2018	Time:
UP#2	1.01	Term of Agreement	the state of the s

Note: Reserved. Term of Agreement to be discussed. The Union reserves the right to introduce further written proposals on this subject.

ARTICLE 1 - GENERAL AGREEMENT

1.01 Term of Agreement

Witnesseth, that except as provided in Section 50(2) and 50(3) of the Labour Relations Code of British Columbia, the following provisions shall take effect and be binding upon the Company and the Union for the period commencing 1 April 2015 and ending 31 March 2018 [Reserved to be discussed] thereafter until terminated as follows:

3 Year Term

Commence: Of April 2018

End: 31 raped 2021

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Konica Minolta Canada PROPOSALS 2018 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: September 24, 2018	Time:
UP#4	7.02	Term of Agreement	75 ! 15

ARTICLE 7 - PERSONAL RIGHTS

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7.02 Non-Discrimination

Neither the Union nor the Employer in carrying out their obligations under this Agreement shall discriminate in matters of hiring, training, promotion, transfer, lay-off or discharge or otherwise because of race, colour, creed ancestry, national place of origin, age, sex, marital status, or sexual orientation, gender identity or expression, family status, physical or mental disability, or because of the holding of office or any legal activity in the Union.

E&OE Signed off this 26th	day of September 2018
For the Union	For the Employer
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Konica Minolta Canada PROPOSALS 2018 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: September 24, 2018	Time:
		ļ	17:50
UP#6	10.10	Expedited Arbitration	

10.10 Expedited Arbitration

contained in this Agreement.

Please Confirm of this was agreed to

For the purpose of accelerating the resolution of applicable grievances, the Parties may mutually agree to refer to Expedited Arbitration any matter properly submitted except terminations, as a grievance, in accordance with the provisions of the Grievance Procedure

- An arbitrator shall be selected to hear the matter in dispute in accordance with a) the provisions of this Article.
- The facts of the matter in dispute shall be presented during Expedited Arbitration b) by a designated representative of the Union and a designated representative of the Employer, who shall not be lawyers. Each party will make limited use of labour relations authorities. Each party is permitted to call one (1) witness on their behalf.
- The decision of the Arbitrator shall be of no precedential value and shall not be c) referred to by either party in any other proceedings. The decision will be final and binding on both parties. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision.
- All settlements of expedited arbitration cases prior to hearing shall be without d) prejudice
- Any grievance may be removed from the expedited arbitration process by either e) party at any time prior to hearing and forwarded to a regular arbitration hearing.
- The parties shall equally share the cost of the fees and expenses of the arbitrator f) and hearing rooms.
- All other provisions of this Article with respect to arbitration and the arbitration g) process shall apply to Expedited Arbitration.

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Konica Minolta Canada PROPOSALS 2018 Union Proposals (UP Item)

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Number	Affected Article/MOU	Date: September 24, 2018	Time:
			1:10pm
UP#8	12.06	Housekeeping	

12.06 Compliance With Freedom Of Information Legislation

The Parties shall comply with the provisions of the <u>Personal Information and Protection Act</u> Freedom Of Information And Protection Of Privacy Act of British Columbia.

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Konica Minolta Canada PROPOSALS 2018 Union Proposals (UP Item)

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Number	Affected Article/MOU	Date: September 24, 2018	Time:
UP#10	15.01		

Note: Reserved. Wages to be discussed. The Union reserves the right to introduce written proposals on this subject.

15.01 Salary Scale

Salary scales for existing classifications will be paid in accordance with the salary schedule set out in Appendix "A". All employees shall receive their step increases on their length of service increase date. All employees shall receive general increases on the dates set out in Appendix "A" in accordance with the following schedules

April 1, 2015:	- 0% increase
April 1, 2016:	1.5% Lump Sum (if profit plan not achieved)**
	2.0% General Increase (if profit plan achieved)
April-1, 2017:	2.0% Lump Sum (if profit plan not achieved)**
	2.0% General Increase (if profit plan achieved)
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**Employer to provide union with audit report to confirm profit plan was not achieved, information received is not to be disclosed. Information is provided for confirmation purposes only. Non-disclosure form to be signed.

April 1, 2018 2% increase to current wages (Retrogetive)

April 1, 2019 2% increase to current wages (if profit plan activity)

April 1, 2019 2% Lump Sum (if profit Plan Not Achieved)

April 1, 2020 2% increase to current wages (if profit Plan Achieved)

April 1, 2020 2% Lump Sum (if profit plan Not Achieved)

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Konica Minolta Canada PROPOSALS 2018 Union Proposals (UP Item)

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Number	Affected Article/MOU	Date: September 24, 2018	Time:
UP#20	26.01	Amended	

UP#20 26.01 Amen	ded	
	~	Keep original title " maternity"
26.01 Prognancy Maternity Leave		throughout proposed.

- a) Leave of absence without pay for a continuous period not exceeding fifty two (52) weeks seventeen (17) weeks will be granted to regular employees for pregnancy maternity reasons.
- b) In order to be eligible for a leave of absence, a pregnant employee shall have a medical certificate completed by her physician and submitted to the Human Resources Department as soon as is reasonable within the second trimester.
- c) Employees will notify the Company at least four (4) weeks in advance of the date on which the employee intends to begin her leave of absence. An employee may alter, but only once, the date of commencement of her leave of absence by providing written notice to the Company no later than two (2) weeks prior to the date she originally wished to commence her leave of absence. This leave may commence no more than 13 weeks prior to the week in which the predicted week of confinement occurs or any time thereafter at the request of the employee. Should the employee suffer mental or physical illness as a result of pregnancy she shall, on the recommendations of her physician in consultation with the Company's appointed Doctor, commence her leave of absence immediately.
- d) Once the employee has commenced her leave of absence she will not be permitted to return to work during the six (6) week period following the date of delivery unless the employee requests a shorter period.
- e) A request for shorter period under Subsection (d) shall be given in writing to the employer at least one week before the date the employee proposes to return to work, and if required by the employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.
- f) Should the employee suffer mental or physical illness as a result of childbirth she may, upon presenting to the Company a medical report from her physician apply to the Company for an extension of the fifty two (52) seventy-eight (78) weeks leave of absence to a date recommended by the physician.
- g) Where an employee gives birth or the pregnancy is terminated before a request for a leave is made, the Company shall, on the employee's request and on receipt of a medical certificate stating the employee has given birth or that the pregnancy was terminated, grant the employee leave of absence from work without pay for a period of six (6) weeks, or a shorter period as the employee requests.
- h) Where an employee has been granted maternity pregnancy leave and is for reasons related to the birth or termination of the pregnancy as certified by a medical

practitioner, unable to work or return to work after the expiration of the leave, the Company shall grant to the employee further leaves of absence from work without pay, for a period specified in one or more certificates but not exceeding a maximum of six (6) weeks.

- i) Employees desiring to return to regular employment following maternity leave shall notify the Company at least thirty (30) days prior to the desired date of return or thirty (30) days prior to the expiry date of the maternity pregnancy leave.
 - i. In Special circumstances, an employee may request a return prior to six (6) weeks following the date of delivery. This request must be given in writing to the Company at least one (1) week before the date that the employee indicates she intends to return to work and the employee must furnish the company with a certificate of a medical practitioner stating that the employee is able to resume work.
- j) On return from maternity pregnancy leave, the employee will be reinstated in her former position and receive the same wage rate and benefits as she received prior to such leave including any wage increases and improvements to benefits to which the employee would have been entitled had the leave not been taken.
- k) The Company will not terminate an employee or change a condition of employment of an employee because of the employee's pregnancy or maternity leave unless the employee is absent for a period exceeding the permitted leave.
- I) If the employee elects to continue to pay her share of the premium cost of the benefit plans then the company will continue to pay the employer's portion of the benefit premiums while she is on leave.
- m) It is agreed in work situations where the Company has concern about the ability of the employee to perform her work because of pregnancy, that the Company may request that the employee provide a statement from her doctor confirming that she is medically fit to perform the work. It is also agreed that the Company, at the time of such request, may forward to the employee's physician a mutually agreed upon description of the employee's duties and responsibilities. Any costs associated with obtaining the medical certificate shall be reimbursed by the Company.
- When an employee on maternity pregnancy leave fails to notify the Company of her desire to return to work in accordance with (i) above, or when an employee fails to return to work after giving notice, the employee's supervisor may elect to fill the resulting job vacancy without bulleting the job by:
 - i) promotion of another employee from within the department or;
 - ii) changing the status of the temporary employee who relieved the employee on maternity leave.
- o) The Company will continue to pay the employer's portion of the employee's benefit premiums while the employee is on maternity pregnancy leave.

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Konica Minolta Canada PROPOSALS 2018 Union Proposals (UP Item)

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Number	Affected Article/MOU	Date: September 24, 2018	Time:
UP#21	26.02	Amended	

26.02 Parental Leave

- a) An employee may, upon four (4) weeks written notice, request leave without pay:
 - For a birth mother who takes maternity pregnancy leave, up to thirty five (35) sixty -one (61) consecutive weeks;
 - ii) For a birth mother who does not take maternity leave, up to <u>sixty-two (62)</u> thirty-seven (37)-consecutive weeks.
 - iii) For a birth father the other parent, up to sixty-two (62) thirty seven (37) consecutive weeks.

An employee shall be entitled to extend the parental leave by up to an additional five (5) weeks, without pay, where it is certified by a medical practitioner that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition.

- b) In the case of the natural mother, this leave must be taken immediately following the end of the maternity pregnancy leave (17 weeks) under Article 26.01. In no case will the combined maternity and parental leave exceed seventy-eight (78) fifty-two (52) weeks.
- c) In the case of the natural father other parent, this leave must be taken within the fifty two (52) sixty-two (62) week period immediately following the birth of the child. In order to be eligible for such leave, the employee shall be required to furnish to the Company proof of the child's birth.
- d) Upon return to work the employee will be reinstated in their former position and receive the same wage rate and benefits as received prior to the leave, including any wage increases and improvements to benefits to which the employee would have been entitled had the leave not been taken.
- e) If the employee elects to continue to pay his/her share of the premium cost of the benefit plans then the company will continue to pay the employer's portion of the benefit premiums while he/she is on leave.

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Konica Minolta Canada PROPOSALS 2018 Union Proposals (UP Item)

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Number	Affected Article/MOU	Date: September 24, 2018	Time:
UP#22	26.03	Amended	

26.03 Adoption Leave

- An employee who is adopting a child may, upon a minimum of four (4) weeks written notice, request up to thirty seven (37) sixty-two (62) consecutive weeks, without pay, beginning within fifty two (52) seventy-eight (78) weeks after the birth or placement of the child is placed with the parent. An employee shall be entitled to extend the adoption leave by way up to an additional five (5) weeks leave without pay, where the child is at least six (6) months of age before coming into the employee's care and custody and it is certified by a medical practitioner, or the agency that placed the child, that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition.
- b) In order to be eligible for leave of absence under this article, the employee shall be required to furnish the company proof of adoptions.
- Upon return to work the employee will be reinstated in their former position and receive the same wage rate and benefits as received prior to the leave, including any wage increases and improvements to benefits to which the employee would have been entitled had the leave not been taken.
- d) If the employee elects to continue to pay his/her share of the premium cost of the benefit plans then the Company will continue to pay the employer's portion of the benefit premiums while she/she is on leave.
- e) When an employee on adoption leave fails to notify the Company at least thirty (30) days prior to his intended date of return to work, or when an employee fails to return to work after giving notice, the employee's supervisor may elect to fill the resulting job vacancy without bulletining the job by:

i) promotion of another employee from within the department or;

ii) changing the status of the temporary employee who relieved the employee on adoption leave.

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Proposal #: 1
Article #: 9.02

9.02 Calculation Of Seniority - General

(a) Seniority Calculation

Seniority shall be calculated as the elapsed time from the date an Employee is first employed by the Employer within the bargaining unit, unless the Employee's seniority is broken (in accordance with this Agreement), in which event such calculation shall be from the date the Employee returns to work following the last break in his or her seniority.

(b) Determining Seniority For Employees Hired On Same Day

When two (2) or more Employees commence work with the Employer on the same day their relative seniority shall be determined by a method of random selection mutually agreed between the Employee and the Union their employee number. The lowest employee number is of highest seniority.

(c) Seniority Accrual When Absent From Work

Except as expressly provided otherwise by this Agreement, seniority shall continue to accrue for any Employee who is absent from work due to layoff; Paid Holidays; floating holidays; lieu days, banked overtime taken as time off work; vacation; any leave of absence including, but not limited to, with respect to illness, injury, disability or other medical condition or Workers' Compensation; or any other approved time off work pursuant to this Agreement, for the duration of any such absence from work, subject to the provisions of Clause 9.02(d) below.

(d) Payment Of Union Dues To Preserve Seniority Accrual When Absent From Work

If an Employee continues to accrue seniority under this Agreement during any absence from work, such Employee must continue paying union dues, fees, assessments and/or levies directly to the Union pursuant to this Agreement during such absence, if these payments are not otherwise made by deduction at source in accordance with the applicable provisions of Article 6. If the Employee does not continue to make such payments, and a waiver is not granted by the Union, then such Employee shall lose all accumulated seniority and employment shall be terminated.

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Proposal #: 5

Article #: 22.06 c/ 22.07 a

22.06 Hours of Work - Technicians Working in the Field Only

The following provisions shall apply to Technicians working in the field only with respect to their hours of work. Except as specifically expressed in writing elsewhere in this Agreement, all other provisions of this Agreement shall apply with respect to employees working under the Technician job classification.

a) Daily and Weekly Hours

The standard hours of work shall be thirty-seven and one-half (37.5) hours per work week, achieved by working seven and one-half (7.5) hours per day Monday through Friday inclusive.

b) Starting and Finishing Times

The standard working hours for all Technicians working in the field shall be as follows:

Start time

- 08:00 a.m. at first call of the day

Finish time

- 04:30 p.m. finished last call of the day

The periods free from work, as described above under Articles 22.02 and 22.03, shall be taken during a Technicians standard hours of work. The Parties understand and agree that there must be considerable flexibility in the timing and taking of such breaks in order to properly service the customers of the Employer. Technicians must begin their lunch break between 11:00 a.m. and 1:00 p.m.

All Technicians working in the field are required to call Dispatch use their handheld device immediately upon their arrival at their first call of the day, and immediately upon completing their last call of the day. The time each Technician calls in, as described above, shall be recorded by the Dispatchers the system (SAP). There shall be a separate record kept for each individual Technician working in the field. Those records shall be utilized for payroll purposes to determine whether or not a Technician qualifies for overtime rates in accordance with Article 22.07 below.

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- d) In the event a Technician is required by the Employer to be at the first call on any given workday by no later than 08:00 a.m., and to do so will require travel in excess of twenty (20) kilometres from the employee's home, all time spent in travel by the Technician from their home to that first call of the day, less twenty (20) minutes, is deemed to be and will be paid as time worked for that day.
- e) All time spent in travel by a Technician from the last call on any given workday, to the home of that Technician, less twenty (20) minutes, is deemed to be and will be paid as time worked for that day, provided that such travel exceeds twenty (20) kilometres.

22.07 Overtime Calculation - Technicians Working in the Field Only

Due to the nature of the work the Parties understand and agree that Technicians working in the field may, from time to time, encounter a situation where there is insufficient time, prior to the end of the standard work day, to make and complete one more customer call within the standard hours of work as described above. In addition, there are situations where a need arises to work beyond the standard work day in order to complete a customer call that was started before the end of the standard work day.

In light of the situations described above the Parties agree that the following shall apply to calculating and determining overtime entitlements for Technicians that work in the field.

- a) A technician working in the field will complete their days work by clearing and confirming the situation with-Dispatch their handheld device. In the event that a technician working in the field completes a service call before the end of the standard work day, but not prior to 4:00 p.m., the Technician shall be free from work for the remainder of the work day without loss of pay.
- b) Time worked in excess of seven and one-half (7.5) hours on any given standard work day, shall not automatically attract overtime rates, unless such excess hours exceeds eight and one-half (8.5) hours on that same day. All time worked in excess of eight and one-half (8.5) hours shall be paid at the applicable overtime rates under this Agreement.
- All time worked by Technicians working in the field, in excess of thirty-seven and one-half (37.5) hours in any given work week, shall be paid at the applicable overtime rates under this Agreement.
- d) All time worked by a Technician on any scheduled day off shall be paid in accordance with the applicable overtime provisions under this Agreement. Such time worked shall not be utilized in any way whatsoever in the calculation of overtime payments under Article 22.07 (c) above.

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Employer Proposal # 11 · New Business Proposal - NEW LOU

The Employer has proposed a Program on September 25, 2018.

Whereas:

- a) This Program commences at the Employer's business establishment in Richmond on [Date to be Determined and its service area is Greater Vancouver.
- b) During the Program. Shop Technicians in the Bargaining Unit shall complete all shop set ups, refurbishments, Sertech and de-manufacturing.
- Shop Technicians shall receive car allowance in accordance with Article 18.03 d) of the Collective Agreement.

The Parties therefore agree to the following:

- a) It is agreed that Field Technician and Shop Technician are two separate classifications. Progression, for the purpose of bumping during a layoff, shall be from Field Technician to Shop Technician unless the position was previously held in accordance with Article 19, 07 $_{
 m C}$ 11).
- At the time of this agreement, the current Shop Technician shall be grandfathered in accordance with Article 19.07 c).
- c) An Employee shall request for the said transfer on a voluntary basis or by the prior express written consent of the Union.
- d) The Employer and the Union shall convene a meeting within fourteen (14) calendar days of the date of the notice to review the impact of the impending displacement or layoff. This review is to identify Employees whom it is anticipated may or will be displaced or laid off.
- e) Duties normally performed by employees within the bargaining unit will not be assigned to or be performed by non-bargaining unit employees except to overcome short term operational or personnel difficulties when bargaining unit employees capable of performing the work are not available.
- In the event the Employer removes this Program prior to the expiry of this agreement the Union understands that the new added work may be moved to another site however the shop technician work at the time of this agreement shall remain, personning white works
- The Employer agrees to advise the Union in writing of all policy and procedure instructions relating to matters covered by this Agreement. The Employer will not issue any policy and procedure instructions which are contrary to the terms and conditions of this Agreement, and it is recognized that all such policy and procedure instructions may be the subject of grievance pursuant to Article 10 of this Agreement.
- h) This Letter of Understanding shall remain in full force and in effect for this duration of this agreement; however, the Employer shall have the right to terminate this agreement upon written notification to the Union sixty (60) calendar days in advance.
- This Letter of Understanding may be renegotiated upon expiry and bargaining unit work discussed with respect to this agreement..

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