

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, 2018** through **March 31, 2021** (the "Collective Agreement").
- B. The Parties have engaged in collective bargaining to reach an agreement to renew the Collective Agreement.

THEREFORE:

1. The Parties agree that the Collective Agreement is renewed for a term of **three (3)** years from **April 1, 2021** to **March 31, 2024** with the changes set out in the Memorandum of Agreement subject to the following conditions.
2. The Parties agree that this Memorandum of Agreement is subject to ratification by the Parties' respective principals.
3. The Parties agree to recommend this Memorandum of Agreement, without reservation, to their respective principals.
4. The changes to the Collective Agreement contained in this Memorandum of Agreement will be effective from **April 1, 2021** unless specifically stated otherwise.
5. All items not addressed herein will be considered withdrawn on a without prejudice basis.

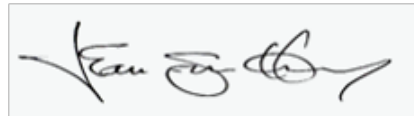
6. Any amendment to this Memorandum of Agreement must be confirmed in writing by both Parties.
7. The Parties agree that this Memorandum of Agreement is, to this date, the entire agreement between the Parties with respect to collective bargaining for the renewal of a Collective Agreement.
8. If this 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 this 17th day of February, 2022

FOR THE EMPLOYER:

Carl S Phinney

Carl Phinney, Market Service Manager, Western Canada



J.F. Harvey, CIRA

FOR THE UNION:



Shawn Lakusta, Union Representative

APPENDIX "A"

Attach all Agreed upon items as Appendix A

AGREED LANGUAGE CHANGES
as at February 4, 2022

BETWEEN

**KONICA MINOLTA BUSINESS
SOLUTIONS CANADA**

- and -



CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION, LOCAL 378

Term: 1 April 2021 to 31 March 2024

Initials	Agreed Date	ARTICLE	LANGUAGE
JFH / CP	02.04.2022		<p>Memorandum of Agreement (MOA)</p> <ul style="list-style-type: none"> The union is to provide a copy of the MOA and all language modified, amended, removed, and agreed upon for final review for appropriate signature. A revised copy of the tentative collective agreement to be signed by all parties. The revised salary grid reflecting the increase agreed upon for April 1, 2022 to March 31, 2023 and April 1, 2023 to March 31, 2024. Thank you all for your input and participation in this matter. <p>Toronto, ON – 02.04.2022 (21:15 ET)</p> <p>JFH</p>

Initials	Agreed Date	ARTICLE	LANGUAGE
JFH / CP	02.03.2022	1.1	<p>KM agree in principle with the union for a 3-year term</p> <p>Pending agreement on the monetary items</p>

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 2021 and ending 31 March 2024 thereafter until terminated as follows:

Initials	Agreed Date	ARTICLE	LANGUAGE
JFH / CP	02.03.2022	4.01	<p>Local parts storage has been provided and is available near the previous Richmond, BC facility for that specific reason. (storage is not a UR & BU Description related item)</p> <p>The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all employees of Konica Minolta Business Solutions Canada, as described in a Certification issued to the Union on the 22nd December 1994 (or as may be amended from time to time by the Labour Relations Board of British Columbia) and which are <u>strictly</u> those Employees <u>previously located at the former Richmond facility</u> and at 721 2nd Avenue, Prince George, except sales staff and those persons expressly excluded by the Labour Relations Board of British Columbia or by agreement of the Parties.</p>

ARTICLE 4 - UNION RECOGNITION AND BARGAINING UNIT DESCRIPTION

4.01 Union Recognition and Bargaining Unit Description

The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all employees of **Konica Minolta Business Solutions Canada**, as described in a Certification issued to the Union on the 22nd December 1994 (or as may be amended from time to time by the **Labour Relations Board of British Columbia**) and which are strictly those Employees previously located at the former Richmond Facility ~~at and from #160 — 13151 Vanier Place, Richmond~~ and 721 2nd Avenue, Prince George, except sales staff and those persons expressly excluded by the Labour Relations Board of British Columbia or by agreement of the Parties.

Initials	Agreed Date	ARTICLE	LANGUAGE
JFH / CP	02.03.2022	7.01	KM agrees with union proposal Act for Human Rights Code of ...

ARTICLE 7 - PERSONAL RIGHTS

7.01 Legislation

The Parties hereto subscribe to the principles of the Human Rights Code of British Columbia.

Initials	Agreed Date	ARTICLE	LANGUAGE
JFH / CP	02.03.2022	13.03	A probationary employee shall be only be dismissed for just and reasonable cause. and the burden of proof of just and reasonable cause shall rest with the Employer.

ARTICLE 13 - PROBATIONARY EMPLOYEES

13.03 Dismissal of Probationers

- a) A probationary employee shall only be dismissed by the Employer for just and reasonable cause ~~and the burden of proof of just and reasonable cause shall rest with the Employer.~~
- b) The test of just and reasonable cause for dismissal of a probationary employee shall be a test of their suitability for continued employment in the position in which they are employed.

Initials	Agreed Date	ARTICLE	LANGUAGE
JFH / CP	02.04.2022	15.01	April 1, 2021 – A one-time amount of \$500 less statutory deductions required by law to be paid out to employee members of the bargaining unit employed by the Employer at the time of ratification.
			April 1, 2022 – 2.00% increase to current wages
			April 1, 2023 – 2.00% increase to current wages (if profit plan is achieved)

ARTICLE 15 - SALARIES

15.01 Salary Scale

- April 1, 2018 — 2% increase to current wages (Retroactive)
- April 1, 2019 — 2% increase to current wages (if profit plan achieved)
- 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)

April 1, 2021 – \$500 lump sum less statutory deductions at time of ratification

April 1, 2022 – 2% increase to current wages

April 1, 2023 – 2% increase to current wages

ARTICLE 19 - LAYOFF, RECALL AND SEVERANCE

Initials	Agreed Date	ARTICLE	LANGUAGE
JFH / CP	02.04.2022	19.03	<p>Union withdrew – However,</p> <p>KM is ready to bump up the layoff notice from 14 days to 30 calendar days</p>

19.03 Notice Of Displacement Or Layoff To Union

(a) Due To Lack Of Work Or Being Bumped

The Employer shall provide the Union with a minimum of ~~fourteen (14)~~ **thirty (30)** calendar days prior written notice when any Full Time Regular or Part Time Regular Employees may be displaced or laid off due to a lack of work. This notice shall specify the anticipated effective date of the displacement or layoff and the number, job titles and work locations of Employees who may be displaced or laid off. The ~~fourteen (14)~~ **thirty (30)** calendar days advance notice period must have elapsed before the Employer provides any affected Employee with the written notice, or pay in lieu of notice, prescribed by Clause 19.04 below.

(b) ...REMAINDER OF CLAUSE UNCHANGED

Initials	Agreed Date	ARTICLE	LANGUAGE
JFH / CP	02.04.2022	19.23	<ul style="list-style-type: none"> To delete article 19.23 KM to provide all employees members of the bargaining unit a coverage equivalent to 2X their base salary Indicate the appropriate change in Appendix B

~~**19.23 Severance Pay In The Event Of Death**~~

~~Severance pay shall be payable by the Employer to the named beneficiary of a deceased Employee who is eligible for such payment or, in the absence of a named beneficiary, to the Employee's estate.~~

Initials	Agreed Date	ARTICLE	LANGUAGE
JFH / CP	02.04.2022	24	<p>KM propose to align the “vacation year and the process” with the CIE policy.</p> <ul style="list-style-type: none"> The parties agree in principle with the alignment of the annual vacation of the bargaining unit members with the Cie policy. The unionized employees currently in the bargaining unit <u>would not lose any benefit as a result of this alignment.</u> The changes required in the language will initially be agreed upon by the negotiating parties and then presented to the membership within the next 60 days. The new cycle would start with the selection of the annual vacation in accordance with 24.06 in December 2022.
	02.03.2022	24.01	No change is required
	02.03.2022	24.02	No change is required
	02.04.2022	24.03	<ul style="list-style-type: none"> The vacation year is from April 1 to March 31. Par. 2 1st sentence remain unchanged. calendar vacation year Par. 2 Any vacation credits earned must be taken by the end of the first year of employment
	02.04.2022	24.04	Removed. There is no need to have such a clause considering the employees are paid as they take their vacation
	02.03.2022	24.05	No change is required in language 24.05 would become NEW 24.04
	02.04.2022	24.06	No change in the first paragraph 24.06 would become NEW 24.05
	02.04.2022	a)	... on or before December 15th June 1st of each calendar vacation year,
	02.04.2022	b)	... be approved by January 15th June 15th of each calendar vacation year,
	02.04.2022	c)	Delete current c) and change for the language below: Except for vacation requests submitted between December 16 th to January 15 th of the following year, vacation requests will receive a response within five (5) working days of submission of the request.
		d)	No change required
	02.04.2022	24.07	... provided it is taken by September 30th June 30th of the following year. 24.07 would become NEW 24.06 calendar vacation year
	02.03.2022	24.08	No change is required 24.08 would become NEW 24.07
	02.03.2022	24.09	No change is required 24.09 would become NEW 24.08
	02.03.2022	24.10	No change is required 24.10 would become NEW 24.09
	02.03.2022	24.11	No change is required 24.11 would become NEW 24.10
	02.04.2022	24.12	24.12 would become NEW 24.11 Delete a) b) & c)
	02.04.2022		a) Upon termination of employment, an employee is only entitled to vacation accrued and not taken up to the date of termination.
	02.04.2022		b) The vacation payout indicated in paragraph a) above will be provided to the terminated employee at the same time as of the Record of Employment.
	02.04.2022		c) Upon termination, the Employer is entitled to repayment in full of any and all vacation taken but not accrued by the terminated employee at the date of termination.

ARTICLE 24 - VACATIONS AND VACATION PAY

KM propose to align the “vacation year and the process” with the CIE policy.

- The parties agree in principle with the alignment of the annual vacation of the bargaining unit members with the Cie policy.
- The unionized employees currently in the bargaining unit would not lose any benefit as a result of this alignment.
- The changes required in the language will initially be agreed upon by the negotiating parties and then presented to the membership within the next 60 days.
- The new cycle would start with the selection of the annual vacation in accordance with 24.06 in December 2022.

24.01 Annual Vacation

Full-Time Regular and Part-Time Regular Employees will earn and receive annual vacation with pay and as set out below:

- i) during the first three (3) years of employment, two weeks per year.
- ii) after three (3) years employment, three weeks per year.
- iii) after six (6) years of employment, four weeks per year.
- iv) after twelve (12) years of employment, five weeks per year.
- v) after eighteen (18) years of employment, six (6) weeks per year.

24.02 Vacation Pay

An employee shall earn vacation with pay at the following rates:

- i) 4% of vacationable earnings related to service during the first three (3) years of employment.
- ii) 6% of vacationable earnings related to service for three (3) to six (6) years of employment, inclusive.
- iii) 8% of vacationable earnings related to service for seven (7) to twelve (12) years of employment, inclusive.
- iv) 10% of vacationable earnings related to service for thirteen (13) to eighteen (18) years of employment, inclusive.
- v) 12% of vacationable earnings related to service beyond eighteen (18) years of employment.

24.03 Year-of-Hire Vacation Entitlement

The vacation year is from ~~January 1 to December 31~~ April 1 to March 31 .

On commencing Full-Time Regular and Part-Time Regular employment, a new employee shall be advanced vacation credits for the remainder of that calendar vacation year, but may not take vacation until completion of six (6) months continuous employment. ~~Any vacation credits earned must be taken by the end of the first vacation year of employment.~~

24.04 Payment of Vacation Pay Prior to Vacation

An employee who seeks to receive their vacation pay prior to the commencement of their vacation will be paid the applicable vacation pay provided the employee delivers an approved Request for Vacation form to the Employer's payroll department at least three (3) weeks prior to the commencement of their vacation.

24.04 Proration of Vacation Entitlement

An employee who is absent from work for a period not exceeding thirty-seven (37) weeks, or such other period as prescribed by law, due to: maternity, or parental, or disability leave, will not have their vacation entitlement reduced. Vacation entitlement will be pro-rated for absences in excess of thirty-seven (37) weeks.

24.05 Vacation Selection

All vacation requests must be approved by the Employer and no more than fifteen (15) days vacation may be taken at one time, unless otherwise approved by the Employer.

- a) Employees shall select their vacation periods in order of seniority, from highest to lowest, on or before ~~June 1st~~ December 15th of each ~~calendar~~ vacation year, however, only one (1) vacation period shall be selected by seniority until all employees have selected one (1) period. Subsequently, all employees who have chosen to take their vacation in broken periods shall select in order of seniority, from highest to lowest, for a second vacation period and again for subsequent periods until all periods are chosen.
- b) All vacation selections shall be approved by ~~June 15th~~ January 15th of each ~~calendar~~ vacation year. The Employer may refuse to approve a vacation request where the request or requests conflict with essential operational requirements of the business. Any embargo periods must be identified by the Employer prior to the commencement of the selection process in Article 24.05 a).
- c) ~~Vacation requests submitted subsequent to those scheduled in accordance with Article 24.06 a) will receive a response within five (5) working days of submission of the request. Except for vacation requests submitted between December 16th to January 15th of the following year, vacation requests will receive a response within five (5) working days of submission of the request.~~
- d) Except on termination of employment, employees are not entitled to payment in lieu of vacation.

24.06 Banking Vacations

- a) Employees may carry forward a maximum of fifteen (15) days vacation credits to the following year provided it is taken by ~~June 30th~~ September 30th of the following ~~calendar~~ vacation year.
- b) Except on termination of employment, employees are not entitled to payment in lieu of vacation.

24.07 Postponement of Scheduled Vacation

- a) An employee's period of vacation once approved will only be postponed by the Employer due to operational requirements and such postponed vacation shall be rescheduled to a time mutually agreed by the Employer and the employee. An employee's scheduled vacation may only be postponed once by the Employer in any calendar year.
- b) The Employer will reimburse the employee for any direct costs incurred by the employee due to the postponement of a scheduled vacation at the Employer's request.

24.08 Call Back from Vacation

- a) Employees who have commenced their vacation shall not be called back to work, except by mutual agreement between the employee and the Employer, in which case the period of postponed vacation shall be rescheduled to a time mutually agreed by the Employer and the employee.
- b) In the event that an employee is called back to work from a vacation the Employer will reimburse the employee for any direct cost incurred as a result of the call back.

24.09 Paid Holiday Coinciding with a Day of Vacation

Where a paid holiday occurs during an employee's vacation, the provisions of Article 25.07 shall apply.

24.10 Overlap of Vacation With Leave(s) of Absence

When an employee is qualified for sick leave, family leave (bereavement, etc.) or any other approved leave of absence with pay during a vacation period, there shall be no deduction from their vacation credits for such leave. The period of vacation so displaced by the applicable leave of absence shall be taken at a time mutually agreed between the employee concerned and the Employer.

24.11 Termination of Employment

- a) ~~On termination of employment, an employee will receive vacation pay in accordance with Article 24.02 less any pay actually received for vacation taken is only entitled to vacation accrued and not taken up to the date of termination .~~
- b) ~~On termination, an employee will be paid all vacation entitlements based upon the salary rate at the time the entitlements were earned. The vacation payout indicated in paragraph a) above will be provided to the terminated employee at the same time as of the Record of Employment~~
- c) ~~On termination, the Employer is entitled to repayment of any vacation pay advanced to an employee in excess of their entitlement and to deduct that amount from the employee's final pay. Upon termination, the Employer is entitled to repayment in full of any and all vacation taken but not accrued by the terminated employee at the date of termination~~

Initials	Agreed Date	ARTICLE	LANGUAGE
JFH / CP	02.04.2022	25.01 c)	<ul style="list-style-type: none"> The National Day for Truth and Reconciliation is recognized as a Paid Holidays (to be added on the list) 1 day to be taken before June 30 (at the discretion of the manager) Remove the Federal Government or

ARTICLE 25 - PAID HOLIDAYS

25.01 Paid Holidays

- a) For the purpose of this Agreement, the following are acknowledged as paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Remembrance Day	Victoria Day
Christmas Day	Canada Day
Boxing Day	BC Day
Family Day	<u>National Day for Truth and Reconciliation</u>

- b) In addition to the above, the Employer will grant one-half (1/2) days leave in the afternoon of both Christmas Eve and New Year's Eve, where such days are normal work days, for all employees at work on these days without loss of pay.
- c) In addition to the above, any other public holiday gazetted, declared or proclaimed by the ~~Federal Government or~~ the Government of the Province of British Columbia shall be deemed to be Paid Holiday for the purposes of this Agreement.
- d) In addition to the Paid Holidays, permanent full-time employees who have completed the initial period of probation are entitled to three (3) floater days off during each year of their employment. The Floater day must be taken in the year of entitlement and may not be banked. An employee will not be compensated for days not taken.
- e) Prior to scheduling and taking a floater day, an employee must apply for approval to their manager whose consent will not be unreasonably withheld.
- f) An employee who is required to work on a floater day will receive a day off in lieu to be arranged by agreement between the employee and their manager.

Initials	Agreed Date	ARTICLE	LANGUAGE
JFH / CP	02.03.2022	26.15	<p>26.15 Domestic or Sexual Violence Leave</p> <p>The Employer will grant an employee up to five (5) days of unpaid leave of absence to deal with issues related to domestic violence. Notwithstanding the above, the Employer also agrees that requests for additional unpaid leaves of absence submitted by employees in order for them to deal with issues related to domestic violence shall not be unreasonably denied.</p> <p>(a) The Employer will grant unpaid leave in units of one or more days or in one continuous period, and</p> <p>(b) in addition to the period of time referred to in paragraph (a), additional unpaid leave can be authorized for unusually compelling circumstances.</p> <p>New Language</p>

ARTICLE 26 - LEAVE OF ABSENCE

26.15 Domestic or Sexual Violence Leave

The Employer will grant an employee up to five (5) days of unpaid leave of absence to deal with issues related to domestic violence. Notwithstanding the above, the Employer also agrees that requests for additional unpaid leaves of absence submitted by employees in order for them to deal with issues related to domestic violence shall not be unreasonably denied.

- (a) The Employer will grant unpaid leave in units of one or more days or in one continuous period, and
- (b) in addition to the period of time referred to in paragraph (a), additional unpaid leave can be authorized for unusually compelling circumstances.

Initials	Agreed Date	ARTICLE	LANGUAGE
JFH / CP	02.03.2022	27.02	To delete 27.02 (a) & (b)
			New language proposed by KM
			Work from home
			(a) When pre-approved by the Employer, Employees in the bargaining unit can perform bargaining unit work from their personal domicile (home).
			(b) same

ARTICLE 27 - SECURITY OF BARGAINING UNIT WORK

27.02 ~~No Work at Home~~ Work from Home

- ~~(a) No employee in the bargaining unit shall be required by the Employer to perform telecommuting of bargaining unit work for the Employer from their personal domicile (home).~~
- (b) Employees taking in-house and/or web-based training courses that have additional work to be performed outside of the normal training hours may elect to complete the additional work at home. The Employee must receive approval from their supervisor in advance, and the time spent completing the additional work at home will be compensated in accordance with Article 23.

Initials	Agreed Date	ARTICLE	LANGUAGE
JFH / CP	02.04.2022	Appendix A	To be adjusted in accordance with the "salary schedule" agreed upon by the parties – (article 15.01) Delete first part of Appendix A (job descriptions that no longer exist – p.75) – Agreed Upon

	TRAINEE	TECH 1	TECH 2	TECH 3	TECH 4	TECH 5
Length of Service	0 – 6 months	7 – 18 months	19 – 30 months	31 – 42 months	43 – 54 months	55+ months
Field Technician	\$	\$	\$	\$	\$	\$
Shop Technician	\$	\$	\$	\$	\$	\$

April 1, 2021 – \$500 (no change to the current salary grid for 2021)
April 1, 2022 – 2.00% increase to current wages (if profit plan is achieved)
April 1, 2023 – 2.00% increase to current wages (if profit plan is achieved)

Appendix "A"

ADMINISTRATION SALARY SCALES

Effective April 1, 2015 — 0% Increase

	0—12 Months	13—23 Months	24—35 Months	36+ Months
Level I — Driver — Receptionist/Vancouver — Warehouseman — File Clerk	\$36,692	\$38,077	\$39,445	\$41,023
Level II — Branch Clerk (Prince George) — Parts Person	\$37,481	\$39,106	\$40,726	\$42,354
Level III — CSR (Field) — Accts. Receivable Clerk — Dispatch/CSR — Payroll Clerk — Accts. Payable Clerk — Service Contract Clerk — Leasing/Marketing Clerk — Leasing Administrator	\$38,209	\$40,107	\$42,009	\$44,109

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

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

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)

**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. No disclosure form to be signed.

APPENDIX "A"

TECHNICIAN - SALARY SCALES

Effective April 01, 2015 — 0% Increase

	TRAINEE	TECH 1	TECH 2	TECH 3	TECH 4	TECH 5
Length of Service	0-6 Months	7-18 Months	19-30 Months	31-42 Months	43-54 Months	55+ Months
Field Technician	\$39,031	\$42,001	\$44,975	\$47,951	\$50,924	\$53,895
Shop Technician	\$39,031	\$42,001	\$44,975	\$47,951	\$50,923	\$53,895

- April 1, 2018 — 2% increase to current wages (Retroactive)
- April 1, 2019 — 2% increase to current wages (if profit plan achieved)
- 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)

April 1, 2021 – \$500 lump sum less statutory deductions at time of ratification

April 1, 2022 – 2% increase to current wages

April 1, 2023 – 2% increase to current wages

UPDATED TABLE BELOW

TECHNICIAN – SALARY SCALES

Effective April 1st, 2021

April 1, 2021	TRAINEE	TECH 1	TECH 2	TECH 3	TECH 4	TECH 5
Length of Service	0 – 6 months	7 – 18 months	19 – 30 months	31 – 42 months	43 – 54 months	55+ months
Field Technician	\$39,031	\$42,001	\$44,975	\$47,951	\$50,924	\$53,895
Shop Technician	\$39,031	\$42,001	\$44,975	\$47,951	\$50,924	\$53,895

April 1, 2022	TRAINEE	TECH 1	TECH 2	TECH 3	TECH 4	TECH 5
Length of Service	0 – 6 months	7 – 18 months	19 – 30 months	31 – 42 months	43 – 54 months	55+ months
Field Technician	\$39,811.62	\$42,841.02	\$45,874.50	\$48,910.02	\$51,942.48	\$54,972.90
Shop Technician	\$39,811.62	\$42,841.02	\$45,874.50	\$48,910.02	\$51,942.48	\$54,972.90

April 1, 2023	TRAINEE	TECH 1	TECH 2	TECH 3	TECH 4	TECH 5
Length of Service	0 – 6 months	7 – 18 months	19 – 30 months	31 – 42 months	43 – 54 months	55+ months
Field Technician	\$40,607.85	\$43,697.84	\$46,791.99	\$49,888.22	\$52,981.33	\$56,072.36
Shop Technician	\$40,607.85	\$43,697.84	\$46,791.99	\$49,888.22	\$52,981.33	\$56,072.36

April 1st, 2021 0% - one-time lump sum of \$500 (less statutory deductions)

April 1st, 2022 2% increase to current wages

April 1st, 2023 2% increase to current wages

**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. No disclosure form to be signed.

Initials	Agreed Date	ARTICLE	LANGUAGE
JFH / CP	02.03.2022	Appendix B	<p>Sun Life is the provider for Health & Dental coverage – contract #100995</p> <p>Manulife is the provider for Life coverage – contract #20001812</p>
JFH / CP	02.04.2022	19.23	<ul style="list-style-type: none"> To delete article 19.23 KM to provide all employees members of the bargaining unit a coverage equivalent to 2X their base salary Indicate the appropriate change in Appendix B

APPENDIX "B"

BENEFITS

The following is a summary of the company's flexible benefit plan. The full plan will be available on the portal site.

Health Benefits Summary

Change to Sun Life Financial

Benefit Booklet – Contract Number 100955 **and 150355** - Effective January 1, 2013.

Manulife is the provider for Life coverage – Contract Number 20001812

Plan Element	Basic	Comprehensive	Enhanced
Health – Drugs	60% reimbursement Pay Direct Drug Card \$8.00 dispensing fee cap/\$8.00 per prescription deductible in Quebec \$100,000 annual maximum \$2,000 out-of-pocket maximum	80% reimbursement Pay Direct Drug Card \$8.00 dispensing fee cap/\$8.00 per prescription deductible in Quebec \$100,000 annual maximum \$1,500 out-of-pocket maximum	90% reimbursement Pay Direct Drug Card \$8.00 dispensing fee cap/\$8.00 per prescription deductible in Quebec \$100,000 annual maximum \$1,000 out-of-pocket maximum
Health – Paramedical	No coverage	80% reimbursement \$500 per practitioner maximum \$1,000 combined maximum	90% reimbursement \$1,500 combined maximum
Health – Vision Care	No coverage	\$300 per 24 month period for glasses/contact lenses \$60 for 1 eye exam per year (separate from vision maximum)	\$400 per 24 month period for glasses/contact lenses \$60 for 1 eye exam per year (separate from vision maximum)
Health – Hospital	Ward room only	100% semi private room coverage	100% private room coverage

Health – Out of Country	100% emergency coverage No referral coverage \$3 million lifetime maximum	100% emergency coverage No referral coverage \$3 million lifetime maximum	100% emergency coverage 80% referral coverage \$3 million lifetime maximum
Health – Other Health	No coverage	80% reimbursement	90% reimbursement
Health – Lifetime maximum	\$5 million	\$5 million	\$5 million
Dental – Fee guide	Current	Current	Current
Dental – Co-insurance	80% preventative & diagnostic 60% basic coverage No major coverage	100% preventative & diagnostic 80% basic coverage 50% major coverage	100% preventative & diagnostic 90% basic coverage 60% major coverage
Dental – Recall Frequency	9 months (6 months for children)	9 months (6 months for children)	6 months (incl. children)
Dental – Maximum	\$500 annual maximum	\$1,500 annual combined maximum	\$2,500 annual combined maximum
Dental - Orthodontic	No coverage	For children under age 20 50% to \$1,500 lifetime maximum	For children under age 20 60% to \$3,000 lifetime maximum
Basic Life **Change to 2x base salary	1x basic annual salary (\$50,000 min to \$500,000 max)	1x basic annual salary (\$50,000 min to \$500,000 max)	1x basic annual salary (\$50,000 min to \$500,000 max)
Optional Life	Units of \$10,000 with dependent coverage available (incl. child)	Units of \$10,000 with dependent coverage available (incl. child)	Units of \$10,000 with dependent coverage available (incl. child)
Dependent Life	No coverage	No coverage	No coverage
Basic AD&D	No coverage	No coverage	No coverage
Optional AD&D	No coverage	No coverage	No coverage
Optional Critical Illness	Available \$20,000 minimum coverage amount	Available \$20,000 minimum coverage amount	Available \$20,000 minimum coverage amount
STD	Salary continuance 4 weeks @ 100% basic earnings 5-26 weeks@70% basic earnings 26 week duration	Salary continuance 4 weeks @ 100% basic earnings 5-26 weeks @ 70% basic earnings 26 week duration	Salary continuance 4 weeks @ 100% basic earnings 5-26 weeks @ 70% basic earnings 26 week duration
LTD	60% of monthly basic earnings Non-taxable benefit 26 week elimination period	60% of monthly basic earnings Non-taxable benefit 26 week elimination period	60% of monthly basic earnings Non-taxable benefit 26 week elimination period

Initials	Agreed Date	ARTICLE	LANGUAGE
JFH / CP	02.03.2022	Appendix D	<p>To delete Appendix D – Job descriptions (from p.80 to 95 except <u>p.87 & 94 – jds need to be updated</u>)</p> <ol style="list-style-type: none"> 1. Field Technician (p.87) 2. Shop Technician (p. 94) <p>It is agreed by the parties to remove the remaining job descriptions included in the collective agreement.</p> <p>It is also agreed upon that the parties that KM will provide update versions of the 2 jds indicated above <u>before June 3rd, 2022</u> for the union to review.</p>

APPENDIX "D"

JOB DESCRIPTIONS

Job Description: ACCOUNTS PAYABLE CLERK

Duties/Responsibilities

Profile: Undertake and perform all duties with regards to payment of branch invoices.

Responsibilities:

- Ensure that purchase orders and invoices match accordingly, and code to appropriate General Ledger and Profit centre
- Enter A/P invoices on Great Plains system
- Prepare cheques for timely distribution
- Prepare employee expense reimbursements
- Reconcile A/P subledger to General Ledger
- Reconcile Vendor Statements
- Organize and coordinate payment schedule for leasing companies
- Investigate and reconcile any discrepancy regarding payable issues
- Organize and maintain vendor database
- File invoices and maintain A/P files
- Perform other duties as assigned by the Office Manager

Skills/Qualifications

- Strong interpersonal and communications skills
- Proficiency in all Microsoft Office applications, as well as Microsoft Great Plains
- Post-secondary education in an accounting related discipline preferred

Position reports to: Office Manager

Job Description: ACCOUNTS RECEIVABLE CLERK

Duties/Responsibilities

Profile: Undertake and perform all duties with regards to collection of invoices produced by the branch.

Responsibilities:—

- Perform account collection, customer billing/account/complaint reconciliation
- Perform credit checks, credit approvals, and daily credit releases as required
- Prepare credit notes, account adjustments and write-offs for approval and to process them after approval
- Produce month-end statements, check and mail to customers
- Place delinquent accounts for collections with outside agencies as required and interact with and oversee their collection activities
- Produce account reconciliation as required for customer, sales, collection and legal action
- Answer customer, sales and accounting inquiries
- Perform other general office duties as may be assigned from time to time, including filling in for other positions as required

Skills/Qualifications

- Minimum secondary school educations plus community college course in accounting related field
- Previous work experience in Accounts Receivable for minimum 3 years a must
- Very conscientious, honest and organized person, working well within deadlines
- Ability to work under pressure
- Strong Interpersonal and communication skills
- Proficiency in Microsoft Office applications

Position reports to: Office Manager/Controller

Job Description: CALL CENTRE REPRESENTATIVE (DISPATCHER)

Duties/Responsibilities

Profile: Act as part of a successful Call Centre by responding to customer requests to ensure service is provided in a timely manner.

Responsibilities:—

- Receive calls from customers in need of service. Verify equipment and location and record information in dispatch system
- Assist customers with minor problem solutions
- Input records of repairs, parts, type of service performed, distance travelled, and time required for each job
- Receive and input all toner requests from customers
- Support and maintain designated service areas
- Perform maintenance on the equipment, customer, site, technician, problems, solutions, and message databases as required
- Produce and distribute service, equipment and/or history reports as directed
- Liaise with sales, shipping and administrative staff
- Follow and support policies and procedures set forth by Konica Minolta Business Solutions (Canada) Ltd.
- Perform other relevant duties as assigned by Management

Skills/Qualifications

- Strong interpersonal and telephone communication skills
- Ability to work under pressure
- Above average keyboarding and PC skills
- Ability to handle variables in standardized situations
- Call Centre experience an asset

Position reports to: Office Manager or Service Manager

Job Description: CUSTOMER SERVICE ADMINISTRATOR

Duties/Responsibilities

Profile: Work with Konica Minolta's customers in the field performing customer support and training.

Responsibilities:

- Maintain computerized service contract information through entry and updating
- Send out contract renewals and follow up to obtain return
- Cancel service contracts
- Generate and edit service related invoices prior to mailing
- Reception relief when required
- Assist the accounts receivables team with customer issues
- Request meter reads from clients via e-mail, fax or phone for billing purposes
- Post service records on a daily basis
- Investigate and prepare service credits for approval
- Maintain annual contract rate increases
- Follow and support policies and procedures set forth by Konica Minolta Business Solutions (Canada) Ltd.
- Perform other relevant duties as assigned by Office Manager

Skills/Qualifications

- Certificate in accounting related field an asset
- Minimum of 2 years accounting job related experience
- Strong interpersonal and communications skills
- Proficiency in all Microsoft Office applications

Position reports to: Office Manager or Service Manager

Job Description: CUSTOMER SUPPORT ADMINISTRATOR

Duties/Responsibilities

Profile: Work with Konica Minolta's customers in the field performing customer support and training.

Responsibilities:

- Maintain computerized service contract information through entry and updating
- Send out contract renewals and follows up to obtain return
- Cancel service contracts
- Generate and edit service related invoices prior to mailing
- Reception relief when required
- Assist the accounts receivables team with customer issues
- Request meter reads from clients via e-mail, fax or phone for billing purposes
- Post service records on a daily basis
- Investigate and prepare service credits for approval
- Maintain annual contract rate increases
- Follow and support policies and procedures set forth by Konica Minolta Business Solutions (Canada) Ltd.
- Performs other relevant duties as assigned by Office Manager

Skills/Qualifications

- Certificate in accounting related field an asset
- Minimum of 2 years accounting job related experience
- Strong interpersonal and communications skills
- Proficiency in all Microsoft Office applications

Position reports to: Office Manager or Service Manager

Job Description: CUSTOMER SUPPORT REPRESENTATIVE (CSR)

Duties/Responsibilities

Profile: Provide product training on all Konica Minolta Office Solutions to current and prospective customers, and provide sales lead information to the Inside Sales Manager for the purpose of increasing our supply sales.

Responsibilities:

- Provide product training to existing & prospective customers (trials and trade shows) for the purpose of increasing customer satisfaction with their Konica Minolta office solutions. Report the installation, training and general customer feedback to the appropriate Sales Manager
- Qualify the office supplies and laser printer purchasing process for every existing/prospective customer you visit for product training. Report your findings to the Inside Sales Manager
- Maintain complete Konica Minolta product knowledge
- Identify potential Konica Minolta Office Product upgrades and forward the lead to the sales managers
- Follow and support policies and procedures set forth by Konica Minolta Business Solutions (Canada) Ltd.
- Perform other relevant duties as assigned by Management

Skills/Qualifications

- Strong interpersonal and communications skills
- Proficiency in all Microsoft Office applications
- Pleasant telephone manner
- Ability to handle customer complaints
- Valid Driver's Licence and Vehicle required

Position reports to: Office Administrator

Job Description: DRIVER

Duties/Responsibilities

Profile: Undertake all shop and field activities relating to the pick-up and delivery of equipment and/or supplies.

Responsibilities:

- Drive truck to various destinations as outlined on the daily run sheet, and report to supervisor when each delivery is complete
- Contact customer if required in regards to delivery or pick-up
- Verify equipment being loaded onto truck against the picking slip to ensure that all equipment and serial numbers are present and accurate
- Ensure that all shipments on the truck are secure for transportation
- Obtain customer signatures for proof of delivery or pick-up
- Transport all pick-ups to the designated warehouse
- Complete and submit in an accurate, orderly and timely fashion all associated paperwork
- Maintain a pleasant, friendly and businesslike presence with all customers at all times
- Ensure that the warehouse area is kept clean and orderly at all times
- Perform daily inspection of truck, and light truck maintenance (i.e. check oil, tire pressure, cleanliness of truck)
- Contact your supervisor immediately when you are unable to complete a given task for any reason
- Operate vehicle in a safe manner at all times, and obey the law (follow speed limit, do not park illegally)
- Perform inventory counts as required
- Assist in other warehouse duties such as shipping and receiving when you are not on the road
- Follow and support policies and procedures set forth by Konica Minolta Business Solutions (Canada) Ltd.
- Perform other relevant duties as assigned by Management

Skills/Qualifications

- Minimum Grade 12 education
- Valid driver's licence and good driving record
- Good communication skills
- Ability to lift up to approx. 50 lbs.
- General knowledge of the city

Position reports to: Warehouse Supervisor or Service Manager

****Update to be provided by Konica Minolta before June 3, 2022.**

Job Description: FIELD TECHNICIAN

Duties/Responsibilities

Profile: Provide the highest levels of customer satisfaction while managing and maintaining a service territory.

Responsibilities:

- Repair and maintain all Konica Minolta digital and electronic equipment within assigned territory
- Set-up and install equipment, both in-house and at customer sites
- Maintain tool kit, supplies and accurate trunk inventory
- Attend formalized training courses on current equipment
- Must maintain a four call per day average
- Maintain effective relationships with customers and fellow employees
- Liaise with sales and administrative staff
- Complete all service reports correctly and on time
- Strive to maintain 90% or better customer satisfaction rating
- Follow and support policies and procedures set forth by Konica Minolta Business Solutions (Canada) Ltd.
- Perform other relevant duties as assigned by Management

Skills/Qualifications

- Community College Certificate in Electronic Engineering Technology (or equivalent) preferred
- Strong interpersonal and communication skills
- Ability to work under pressure
- Ability to handle customer complaints
- Own vehicle and a good driving record a must
- A+ certification preferred
- MCP / MCSE certification an asset

Position reports to: Field Service Supervisor or Service Manager

Job Description: LEASING COORDINATOR

Duties/Responsibilities

Profile: Process equipment sales from lease approval to final invoicing

Responsibilities:

- Provide leasing support to KMBS branches
- Liaise with leasing partners, KMBS sales and accounting departments
- Update and maintain internal rates and rate factors negotiated with leasing partners
- Process requests for credit approvals, trade-ups, balance of payments and residuals
- Audit lease deals
- Send in the audited and approved lease deals to leasing companies promptly and ensure they are paid within five working days
- Track funding of deals by branch and leasing company
- Resolve any paperwork deficient deal with the branch/leasing company
- Upon funding, process request for cheque for any payout
- Arrange for special lease scenarios upon request
- Maintain non-notification template and process it when a deal requires it
- Maintain database for deals received from branches—approved and pending, if any. Distribute status report(s) daily to your supervisor and branches
- Co-ordinate end of term with leasing companies and branch sales
- Provide end of term billing paperwork to accounting
- Follow and support policies and procedures set forth by Konica Minolta Business Solutions (Canada) Ltd.
- Perform other relevant duties as assigned by Management

Skills/Qualifications

- Proficient in Microsoft Office
- Excellent communications skills—written and oral
- Post-secondary degree preferred

Position reports to: Assistant National Leasing Manager (east) or National Leasing Manager (west)

Job Description: PARTS CLERK

Duties/Responsibilities

Profile: To manage and maintain a well-organized parts department.

Responsibilities:

- Maintain adequate parts inventory for all segments of copiers and faxes
- Monitor and control technicians' trunk stock
- Accept, fill, deliver and enter all stock transactions in an accurate and timely fashion
- Maintain proper inventory levels by use of, to order and overstock reports
- Maintain inventory mins/maxes
- Complete all associated paperwork in an accurate, orderly and timely fashion
- Maintain the parts area in a clean and orderly fashion at all times
- Keep parts room secured at all time
- Perform inventory counts as required
- Ship and receive parts
- Perform all other duties as may be assigned from time to time by management

Skills/Qualifications

- Ability to lift up to 50 lbs.
- General knowledge of warehouse functions (shipping and receiving)
- Familiar with basic computer operation
- Typing speed (data entry) of greater than 20 wpm
- Trained in MS Word (standard level) and MS Excel (expert level)
- An aptitude for numbers would be an asset

Position reports to: Service Manager

Job Description: PAYROLL CLERK

Duties/Responsibilities

Profile: Responsible for all administrative functions and assisting branch staff.

Responsibilities:

- Finalize sales representative commission reports in accordance with comp plans and submit to regional office
- Act as primary reception relief
- Maintain employee seniority list, holiday entitlement list and pay increase lists
- Ensure that new employees complete all the required new hire paperwork properly
- Maintain employee files (filing payroll, and boxing terminated files)
- Respond to requests from union and non-union employees on matters relating to payroll (expenses, benefits, union related issues, salaries)
- Complete all administrative duties for the branch (prepare letters, memos, complete filing)
- Liaise with head office payroll department on a daily basis
- Keep track of absenteeism (calculate vacation, sick days, balance days, salaries)
- Follow and support policies and procedures set forth by Konica Minolta Business Solutions (Canada) Ltd.
- Perform other relevant duties and projects as assigned by Management

Skills/Qualifications

- Ability to work under pressure
- Excellent communication skills, verbal and written, and excellent interpersonal skills
- Ability to provide superior customer service
- Ability to maintain confidential information
- Minimum 1 year previous office experience

Position reports to: Office Manager

Job Description: RECEPTIONIST

Duties/Responsibilities

Profile: Perform all duties with regards to the branch switchboard and reception.

Responsibilities:

- Attend main switchboard; answer phone, direct and screen calls
- Collect and distribute content of mail and various courier pouches / send outgoing mail
- Maintain staff, extensions, branch, and long distance contact lists
- Matching and sorting of invoices for approval
- Miscellaneous typing and spreadsheets (tenders, RFPs, letters, etc.)
- Sorting, and miscellaneous clerical duties (things that can be done at switchboard)
- Oversee the operation and maintenance of the phone system including voice mail and programming requirements
- Open and close security screen as required at the beginning and end of each day
- Match invoices, charge work orders and packing slips
- Code Accounts Receivable checks
- Follow and support policies and procedures set forth by Konica Minolta Business Solutions (Canada) Ltd.
- Perform other relevant duties as assigned by Management

Skills/Qualifications

- Strong interpersonal and communications skills
- Proficiency in all Microsoft Office applications
- Pleasant telephone manner
- Ability to handle customer complaints
- Minimum one year previous office administrative experience

Position reports to: Branch Operations Manager or Office Manager

Job Description: SALES PROCESSING CLERK

Duties/Responsibilities

Profile: Perform all duties with regards to the branch switchboard and reception

Responsibilities:

- Process sales and leasing orders/invoices in Great Plains
- Work as support for the account receivable staff answering phone inquiries, and making collection calls as requested
- Provide reception relief as required
- Assist sales representatives with Inquiries
- Maintain funds for postage and process postage for all outgoing mail
- Send lease packages for funding on new deals
- Prepare cheque requests for BOP/buyouts
- Process new equipment orders to warehouse
- Assist with inventory count bi-annually
- Follow and support policies and procedures set forth by Konica Minolta Business Solutions (Canada) Ltd.
- Perform other relevant duties as assigned by Management

Skills/Qualifications

- Post secondary degree and/or completion of community college courses in accounting-related field
- Minimum 2 years of previous work experience in Accounts Receivable department
- Very conscientious, honest and organized person, working well within deadlines
- Ability to work under pressure
- Strong interpersonal and communication skills
- Proficiency in Microsoft Office applications

Position reports to: Office Manager

Job Description: SERVICE CONTRACT CLERK

Duties/Responsibilities

Profile: Perform all duties with regards to the services provided at Konica Minolta

Responsibilities:

- Set up service contract billing files, renewal dates, and rates within the database
- Find expired contracts, prepare renewal documents, communicate with customers, and enter renewal data into billing database
- Call and/or fax customers to obtain current meter readings on equipment, to enter meter readings into computer system
- Run meter billings, review billing for errors and omissions and correct, produce invoices and post billing batches
- Maintain the billing and service contract database
- Produce various reports on customer and contact databases
- Answer customer and sales inquiries
- Provide reception relief as required
- Follow and support policies and procedures set forth by Konica Minolta Business Solutions (Canada) Ltd.
- Perform other relevant duties as assigned by the Office Manager/Controller

Skills/Qualifications

- Certificate in accounting related field an asset
- Minimum of 2 years accounting job related experience
- Strong interpersonal and communications skills
- Proficiency in all Microsoft Office applications

Position reports to: Office Manager or Controller

****Update to be provided by Konica Minolta before June 3, 2022.**

Job Description: SHOP TECHNICIAN

Duties/Responsibilities

Profile: Maintain the highest standards of quality, productivity, professionalism and team spirit while undertaking all shop activities relating to the sales and service.

Responsibilities:

- Set-up and prepare equipment for delivery to customers
- Install new firmware on new equipment prior to delivery
- Provide in-house telephone support for customer inquiries
- Maintain tool kit, supplies and accurate shop inventory
- Attend formalized training courses on current equipment
- Maintain an up to date file of service manuals, parts books and other service literature
- Liaise with sales, shipping and administrative staff
- Complete all service reports correctly and on time
- Must maintain a clean shop environment
- Follow and support policies and procedures set forth by Konica Minolta Business Solutions (Canada) Ltd.
- Perform other relevant duties as assigned by Management

Skills/Qualifications

- Community College Certificate in Electronic Engineering Technology (or equivalent) preferred
- Strong interpersonal and communication skills
- Ability to work under pressure
- A+ certification preferred
- MCP / MCSE certification an asset

Position reports to: Shop Supervisor and Service Manager

Job Description: WAREHOUSE ASSISTANT

Duties/Responsibilities

Profile: Perform all duties in regulation with Warehouse policies and procedures.

Responsibilities:

- Maintain the highest standards of productivity, professionalism and team spirit
- Perform general maintenance (cleaning, organizing) to ensure that the warehouse is maintained in a clean and well organized fashion
- Pick orders
- Conduct physical inventory counts
- Ship orders using automated shipping system
- Conduct quality control check for orders to be shipped
- Pack orders that have passed QC check
- Physically receive and QC check all inbound product from supplier
- Put received product away in storage
- Perform other duties as they relate to facility maintenance, material handling and general warehouse functions
- Follow and support policies and procedures set forth by Konica Minolta Business Solutions (Canada) Ltd.
- Perform other relevant duties as assigned by Management

Skills/Qualifications

- Lift and reach truck experience
- Ability to lift up to 20 or 30 lbs.
- Familiar with basic computer operation
- General knowledge of warehouse functions (shipping & receiving)
- Aptitude with numbers would be an asset

Position reports to: Warehouse Supervisor or Warehouse Manager

Initials	Agreed Date	ARTICLE	LANGUAGE
JFH / CP	02.03.2022	Appendix E LOU #6	<p>To delete #15</p> <p>Add: It is agreed by the parties that the deletion of #15 will not be used as an argument or otherwise at the Labour Relations Board of British Columbia to increase and/or to extend the current bargaining unit described in article 4.01</p> <p>Union agrees to remove #15</p>

APPENDIX "E"

Letter Of Understanding #6
between
Konica Minolta Business Solutions Canada
and
Canadian Office And Professional Employees Union - Local 378

Re: Grievance #12-0736 – Security of Bargaining Unit Work

1. The Settlement Agreement shall provide final and binding settlement of Union grievance #12-0736, related to the security of bargaining unit work. By signature of the duly authorized representatives hereinafter affixed, the parties accept this settlement on a "without prejudice of precedent" basis except as concerns those matters specifically herein addressed.
2. The Employer shall assign work to Field Service Technician(s) in a geographical service area as determined by the employer, in a manner that is consistent Article 18.05 of the Collective Agreement, including copy volume.
3. The Employer agrees to train Field Service Technicians as per Article 17.06 of the Collective Agreement.
4. The Employer shall ensure that Article 18.05 and all other relevant articles of the Collective Agreement are followed when assigning service areas to the Field Service Technicians.
5. The Employer shall ensure that each MIF has a designated primary and secondary Field Service Technician.
6. The Employer shall ensure that the secondary Field Service Technician is chosen from within the bargaining unit if the primary Field Service Technician is also a member of the bargaining unit. In cases where no bargaining unit technician is available, as per Article 27.01(a), the Employer may utilize non-bargaining unit employees.
7. Based on geographic area reviews which include MIF, response time and overall customer service performance, the Employer may increase or decrease the size of the geographic service areas in accordance with Articles 12 and 13 of this settlement agreement and the Collective Agreement.
8. If the Employer determines that a new geographic service area is required, a general adjustment of existing geographic service area and accounts may become necessary and the Employer shall do so in accordance with the terms of this Settlement Agreement and the Collective Agreement.
9. If the Employer determines that one or more additional Field Service Technicians are required in industry segment 1-5, from current levels, hiring will occur equally between Burnaby and Richmond locations, beginning with Richmond. When the Employer hires one or more new Field Service Technician(s) either in Burnaby or Richmond, the next Field Service Technician(s) hired will be in the other location. (IE: one (1) or more employee(s) hired in one (1) location means the next hire(s) will be in the other location, regardless of timeline).

10. If the Employer determines that a reduction in Field Service Technicians is required in industry segment 1-5, due to reduction in business volume and a reduction in the existing number of geographic service areas, the Employer shall lay off Field Service Technician(s) on an equal basis between Burnaby and Richmond, beginning in Burnaby. The next lay off in Field Service Technician(s) will be in the other location. (IE: one (1) or more employee(s) laid off in one (1) location means the next layoff will be in the other location, regardless of timeline).
11. The Employer shall notify the Union on any occasion that the office technician headcount is increased or decreased at the Burnaby location.
12. Existing customers as of the date of this agreement, also known as 'legacy customers', may be assigned by the Employer to the newly created geographic service areas and to the Field Service Technician designated by the employer, regardless of the assignment prior to the date of the present agreement.
13. All new office machines, as per industry segment 1 to 5, will be assigned to the geographic service area related to the customer's required location.
14. A single customer may have locations in two or more geographic service areas. For this reason, it is further understood that a single customer may be serviced by both Richmond and Burnaby Field Service Technicians.
15. **Richmond and Burnaby Field Service Technicians will continue to have separate Service Managers unless there is a change in operational requirements. It is agreed by the parties that the deletion of #15 will not be used as an argument or otherwise at the Labour Relations Board of British Columbia to increase and/or to extend the current bargaining unit described in article 4.01.**
16. Existing production print machines (industry segment 6), serviced as of the date of this agreement, will continue to be serviced by the Field Service Technicians who currently service them.
17. All customers in the Greater Vancouver Area and Prince George that are unionized shall receive service from Field Service Technicians who are members of the bargaining unit, if requested by the customer.
18. The present Settlement Agreement is not intended to expand the Union's bargaining rights beyond the Richmond facility.
19. In the event of any dispute between the parties concerning this interpretation, application, operation, or any alleged violation of any provision of this Settlement Agreement, it is agreed that such dispute shall be subject to resolution by recourse to the arbitration procedures contained in the applicable Collective Agreement.
20. The terms of this Settlement Agreement set out the entire Agreement between the parties and are intended to be contractual and not a mere recital.
21. The parties declare that they have carefully read and understood this agreement and have received independent legal advice prior to executing the same, or that they have waived their right to independent legal advice, and that they are not under any legal disability.

Dated this 28th day of January, 2015.

FOR THE EMPLOYER

"Tony Hardtman"
Vice President, Technical and Service Operations

FOR UNION

"Carrol Edwards"
Union Representative

This Letter of Understanding will remain as a Letter of Understanding until modified or adjusted by mutual agreement of the parties.

Initials	Agreed Date	ARTICLE	LANGUAGE
JFH / CP	02.03.2022	LOU #10	Agreed Upon (to be incorporated) Territory Transfer agreed upon last summer

Letter of Understanding 10
Between
KONICA MINOLTA BUSINESS SOLUTIONS CANADA
(hereinafter called the Employer)
&
MoveUP
(Canadian Office and Professional Employees Union, Local 378)
(hereinafter called the Union)

Whereas the Employer has the obligation and the right to manage its business in all respects in accordance with its commitment and responsibilities.

Whereas the Parties are desirous of trading the Vancouver West territory (currently serviced by non-union employees) and the Sea to Sky territory (currently serviced by unionized employees) in a mutually agreeable fashion;

Whereas the Parties agree that the territories indicated above are considered comparable in size (# of machines & print volume);

Whereas the Parties recognize that other options were reviewed and considered non-viable operationally and/or financially;

Whereas no member of the bargaining unit has been terminated and will be terminated as a result of this agreement;

Whereas the Parties agree that the terms of this Letter of Understanding have been explained, understood, without constraint whatsoever, and constitute the expression of their choice, freely expressed.

THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

The Vancouver West territory shall be serviced by unionized employees described in the bargaining unit as per Article 4.01 of the applicable collective agreement.

Consequently, the Sea to Sky territory will be serviced by non-union employees.

The Territory Map for the Lower Mainland (Appendix A) and the Territory Comparison (Appendix B) are included in and form part of this agreement

This agreement will be in effect on Wednesday, August 11, 2021.

Should there be any further territory amendment, either party can request a joint consultation under Article 1.04 and 28.02.

It is mutually agreed by the Parties that this Letter of Understanding is reasonable and therefore will not be contested by any of the Parties and/or anybody on their behalf.

This agreement is signed on this 21st day of July, 2021.

**FOR KONICA MINOLTA
BUSINESS SOLUTIONS CANADA**

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

"Carl Phinney"
Operations Manager

"Anny Chen"
Union Representative

"Dal Dosanjh"
Committee Member

*****INSERT TERRITORY MAP A & B PDFs**



KONICA MINOLTA

Comparison of Suggested Territories Swap



Territories	Postal Codes	# of Machines	Print Volume
Sea To Sky Territory	V0N	122	386308
	V8B		
	V7W		
	V7S		
	V7V		
Vancouver West	V6J	125	393308
	V6K		
	V6L		
	V6M		
	V6N		
	V6P		
	V6R		
	V6S		
	V6T		

