

COLLECTIVE AGREEMENT

Between:



**STERICYCLE INC.
SCARBOROUGH**

(The Company)

and:

TEAMSTERS LOCAL UNION 847

Affiliated with the International Brotherhood of Teamsters

(The Union)



January 1, 2015 to December 31, 2017

14832 (01)

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ARTICLE 1 - INTENT AND PURPOSE

1.01 The Company and the Union agree that the general purpose of this Agreement is to promote co-operation and harmony, to recognize mutual interests, to promote a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Company and the Union, to promote efficiency and service, and to set forth herein the basic agreement and undertaking covering rates of pay, hours of work, grievance procedures and conditions of employment.

1.02 Joint Labour/Management Consultation Meetings

The Company and the Union agree to meet for the purposes of promoting co-operation between the Company and the Union and discussing issues relating to the work force which affect the parties or any employees bound by this Agreement. Both parties agree to meet a minimum of once every six months, the chair rotates, the Company will take minutes and both parties to agree upon the minutes prior to distribution. The general guidelines for such meetings are described in Appendix "A" of this Agreement.

ARTICLE 2 - SCOPE OF AGREEMENT

2.01 The Company recognizes the Union as the sole and exclusive collective bargaining agent for all employees of Stericycle, Inc. in the City of Scarborough, Ontario, excluding office, sales and clerical staff, supervisors and persons above the rank of supervisors (order 10101 - U).

2.02 The parties agree that the Successor Rights and Obligations provisions of the Canada Labour Code will apply in the event of a "sale" of the business, as that word is defined in the Code.

2.03 Employees not covered by this Agreement shall not perform work normally performed by members of the bargaining unit while seniority bargaining unit employees who are qualified to perform such work are laid off or working less than a standard work week, nor to deprive them of overtime which would normally be assigned to them, except:

- (a) For the purpose of instruction or training, or
- (b) During emergency or training situations. For the purposes of this article emergency is defined as conditions or circumstances beyond the control of the company.

2.04 No Contracting Out Work

No work will be contracted out which is performed by members of the Bargaining Unit, while employees are laid off or working less than a standard work week, or which would reduce the working force. This shall not mean at any time, that the Company shall be required to continue any job which becomes redundant.

2.05 **Outside Agreement**

The Company agrees not to enter into any agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and conditions of this Agreement.

2.06 **Gender Clause**

The word "employee" or "employees" wherever used in the Agreement shall mean respectively an employee or employees in the bargaining unit, and wherever the masculine gender is used in this Agreement, it shall include the feminine gender.

2.07 **Printing of the Collective Agreement**

The Company and the Union will share the cost of printing the Collective Agreement at a Unionized Printing Shop.

ARTICLE 3 - UNION SECURITY

- 3.01 All employees who are presently employed by the Company must, as a condition of employment, become and/or maintain their Union membership in good standing. For the purposes of this Agreement, the sole definition of membership in good standing means that they must pay in accordance with the provisions of this Agreement, the regularly prescribed initiation fee, regular monthly Union dues, and periodic assessments uniformly required of all members in the bargaining unit.
- 3.02 New employees shall make application for Union membership on cards supplied by the Union prior to the completion of their probationary period and the Company will forward their Membership Application cards to the Union following their probationary period.
- 3.03 The Company agrees to deduct from the first pay of an eligible employee each month, initiation fees and monthly dues and to remit the monies so deducted together with a list showing from whom and in what amount deductions were made, to the Secretary-Treasurer of the Union on or before the last day of the same month. The Secretary-Treasurer of the Union shall notify the Company by letter of any change in the amount of Union dues, and such notification shall be the Company's authority to make the deductions specified.
- 3.04 The Company will, at the time of making each remittance hereunder to the Secretary-Treasurer of the Union, update the Union's Pre-billing statement showing the following information from whose pay deductions have been made:
- a) All monthly dues for members to be submitted with current address, postal code, gender and Social Insurance Number;
 - b) Twelve (12) check-offs per year (calendar month);
 - c) Monthly:
 - New members to be listed in alphabetical order with current address, postal code, Social Insurance Number and date of hire.

- Terminations or resignations to be clearly identified with current address, postal code, Social Insurance Number and date of termination or resignation.
 - Addresses to be updated as well as name changes i.e. marriage.
- 3.05 The Company will list the annual regular Union dues paid by each employee on his Income Tax T-4 Statement.
- 3.06 The Union agrees to indemnify the Company and save it harmless against any and all claims which may arise in complying with the provisions of Article 4.
- 3.07 The Company agrees to remit, twice annually, to the Union, a complete list of updated addresses and phone numbers for all employees in the bargaining unit.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 Except to the extent specifically modified by this Agreement, all rights and prerogatives of management are retained by the Company. The Company's exclusive rights, powers and authority shall include but not be confined to:
- (a) the right to maintain order, discipline and efficiency;
 - (b) the right to plan, direct, control, alter, expand, curtail or cease any operation or any part thereof and the right to designate, establish, revise or discontinue departments;
 - (c) the right to: make, enforce and alter, from time to time, reasonable rules and regulations to be observed by the employees; hire, transfer, promote, demote, assign duties, layoff, determine required qualifications, recall, discharge, suspend or otherwise discipline employees, provided that a claim that an employee who has completed his/her probationary period has been discharged or disciplined without just cause or has been dealt with contrary to the provisions of this Agreement may be the subject of a grievance and dealt with as hereinafter provided;
 - (d) the right to determine: the work to be done, the methods, techniques, equipment and materials to be used; the scheduling, location, work, assignments, standards of performance and number of employees required;
 - (e) the right to determine: the services to be provided; the schedule of hours of work; the number of shifts; whether there shall be overtime and who shall perform such work; the number of hours to be worked; starting and quitting times, and, generally, the right to manage the Company and its operations subject to the express terms of this Agreement;
 - (f) The Company agrees that such rights shall be exercised in a manner which is consistent with the provisions of this Collective Agreement.

ARTICLE 5 – UNION REPRESENTATION

5.01 The Union shall be entitled to appoint or elect union stewards as per the below schedule from the seniority employees covered by this Agreement for the purpose of assisting employees in the processing or presenting of grievances. The Union shall notify the Company in writing of such appointment or election. The Company shall recognize the Stewards and shall not discriminate against them for lawful Union activity, provided that the discharging of such duties shall not interfere with the normal affairs of the Company's operations.

- No more than two (2) stewards from the Returns facility

It is understood that the Stewards have their regular work to perform on behalf of the Company, and when it is necessary to service a grievance, the Steward will not leave his work without first obtaining the permission of the available immediate supervisor. Such permission shall not be unreasonably withheld. When returning to his regular work, the Steward will report to the supervisor.

With this understanding, Steward(s) shall not suffer a loss of regular straight time pay and be paid for any time used in handling grievances, except that in the case where more than one steward is involved in the handling of a grievance, the Company's responsibility to compensate for time used in the handling of the grievance shall be limited to the time of one Steward.

5.02 The Union shall advise the Company in writing of the names of the Stewards, who shall be employees who have completed their probationary period, at the time of signing of the Agreement and within five (5) days of any change of employees selected to so act during the term of the Agreement.

5.03 Shop Stewards shall be permitted to take up grievances during working hours without loss of pay. In any meeting with the Company on Union business, including the renewal of this Agreement with the Company and any other Union business requested in writing by the Union, the Shop Steward will not suffer loss of wages and will be paid applicable rates per Collective Agreement by the Company.

5.04 All employee payroll details will be made available to the Stewards upon twenty-four (24) hours' notice. The business Representative of the Union shall be admitted to the Company's premises during regular working hours at a mutually agreed time, upon proper identification and shall be permitted to inspect the time cards, payrolls and equipment used by employees in order to determine that the terms of this Agreement are being observed.

5.05 The Company will recognize the Shop Stewards selected in accordance with the Union rules and regulations as the representatives of the employees in the respective groups or shifts for which they are chosen, and hereby recognizes that the power to appoint and removal thereof is solely vested with the Union.

5.06 **Alternate Stewards**

The Company agrees to recognize any employees, selected by the Union Stewards, to act as alternate Stewards to assist in the presentation of any proper grievances that may arise,

in the event that the Steward is absent from work. The Company will be advised in writing of the names of any Alternate Stewards once they are selected.

- 5.07 If the Company discharges the Shop Steward, the Union shall be advised prior to such discharge and he shall have the right to representation from his Union Business Representative.
- 5.08 The Union and the Steward shall be copied on all correspondence regarding letters of discipline. The Steward shall also be copied on all posting notices.
- 5.09 Subject to fifteen (15) written days' notice, unpaid leaves of absence to a maximum of fifteen (15) days per year in total will be granted to stewards and/or committee members for the purpose of attending conferences and conventions.
- 5.10 The Union shall meet with newly hired employees during the initial training period, for a maximum period of thirty (30) minutes, on Company time.

ARTICLE 6 – GRIEVANCE PROCEDURE

- 6.01 The Company and the Union agree that it is the purpose of the grievance procedure to amicably and fairly settle any complaints and disagreements concerning the employees, the Union, and the Company, without, so far as possible, resort to arbitration. The parties further agree that the settlement of any grievance shall not conflict with the provisions of the Agreement, and that it is of the utmost importance to address complaints and grievances as quickly as possible.
- 6.02 It is the mutual desire of the parties that complaints of employees shall be adjusted as quickly as possible, and it is agreed that an employee has no grievance until he has first given the Company the opportunity to adjust his complaint with the assistance of the Steward if required.
- 6.03 Any complaint, disagreement or difference of opinion between the Company, the Union or the employees covered by this Agreement, which concerns the interpretation or application of the terms and provisions of this Agreement shall be considered a grievance and shall be adjusted and settled with the terms and conditions set forth in this agreement, it being understood that a grievance shall be submitted in writing, within ten (10) days of the incident or issue being known or ought to have been known, giving rise to the complaint, disagreement or difference of opinion.
- 6.04 **Step One**

Any grievance of an employee shall first be taken up between such employee, his Shop Steward and his Supervisor, within seven (7) working days of the date of the decision under Article 6.02 thereof. The written decision of the Company shall be returned within seven (7) working days.
- 6.05 **Step Two**

Failing settlement under step 1 the matter will be taken to step 2 within seven (7) days of the company's step 1 decision. The Union designates shall be a Business Agent or the

Steward, as the case may be, and the Company designates shall be the senior person responsible for the function or his designate. The grievance may be resolved by agreement and the decision shall be final and binding. This meeting will be conducted at a minimum of once a month and the grievor and his steward shall be present and will not suffer any loss of wages for attending grievance meeting.

6.06 General Provisions

A Union policy grievance or a group grievance which is defined as an alleged violation of this Agreement concerning the Union as such or all or a substantial number of employees in the bargaining unit in regard to which an individual employee could not grieve may be lodged by an authorized representative of the Union in writing with the Company at Step 2 of the grievance procedure at any time within fifteen (15) full working days after the circumstances giving rise to such grievance occurred or originated, and if it is not satisfactorily settled it may be processed to arbitration in the same manner and to the same extent as the grievance of an employee.

6.07 Extension of Time Limits

Any and all time limits set forth in Article 6 for the taking of action by either party or by an employee may be extended at any time by mutual agreement of the parties, which shall be confirmed in writing.

6.08 Discharge or Suspension Notice

If the Company suspends or discharges an employee, it shall notify both the employee concerned and the Steward, in writing, within two (2) working days, giving the reasons for such discharge or suspension.

6.09 Discharges and Suspensions

If an employee who has acquired seniority believes that he has been discharged or suspended without just cause, the grievance shall be presented at Step Two within five (5) working days after notice has been given to the employee and the Steward. If a suspension is grieved, the Company may elect not to put the suspension into effect until the grievance is settled, abandoned, or determined by reference to arbitration. However, if an employee is suspended pending investigation, he shall not suffer any loss of pay for the duration of the Company's investigation provided the company decides not to issue any type of suspension for the conduct. If the company decides to issue suspension for lesser days the company will credit those days to the employee.

At the conclusion of the investigation, the Company shall convene a meeting with the suspended employee and the Steward. Upon the failure of the employee to attend the prescheduled meeting or, failure of the employee to inform the Company beforehand of his inability to attend the meeting, he shall be deemed to have abandoned his employment, unless the employee is unable to attend the meeting for reasons beyond his control. Notice of the Meeting shall be in writing and shall be deemed sufficient if sent by registered mail to the employee's last known address on file with the Company, after an attempt has been made to contact the employee by phone.

While on a paid suspension, the employee shall be available at all times during his regular working hours, as if he was working and he shall report to his immediate Supervisor on a daily basis.

- 6.10 If the employee is discharged, such discharge will take effect immediately upon the employee receiving notice thereof, except the employee shall have the right to a ten (10) minute interview with his Steward, then he will immediately leave the premises.

6.11 Stewards' Representation

A Steward shall be present at any disciplinary meeting regarding verbal, written warnings, suspensions and discharges or any other meeting that could lead to discipline. For greater clarity, the Company will only administer discipline at a meeting face-to-face with the employee concerned, and a Steward present, failing which, the discipline shall be deemed null and void.

6.12 Employee's Record

Any action or decision in respect of any employee shall not be based on any item in his personnel record which has been on file for more than twelve (12) months. This clause does not apply to infractions under Article 18.

- 6.13 If adverse statements, warnings, reprimands, etc., are to be put into an employee's personnel file, a copy of same will be given to the employee with a copy to the Union, within seven (7) days of the event giving rise to the adverse statement, warning, reprimand, etc. For greater clarity, this time limit only begins from the date that the Company has knowledge of circumstances that led to the discipline and this time limit shall not exceed four (4) weeks, except for theft or fraud or any ongoing investigations. If the Company becomes aware of circumstances that will result in a disciplinary response while an employee is absent from work, the discipline will be given out within the seven (7) day limit as spelled out herein, unless the employee remains unavailable and, if such is the case, then the discipline will be given out on the first day the employee is actively at work.

- 6.14 Any employee, with twenty-four (24) hours' notice and on his/her own time, shall be allowed to inspect his/her own personnel file. The Business Representative acting on behalf of the Union, with the written permission of the employee, shall be permitted to inspect the personnel file of the employee upon reasonable notice of such request.

- 6.15 All decisions arrived at between the representatives of the union and the Company shall be in writing and shall be final and binding upon the Company, the union and the employee or employees concerned.

ARTICLE 7 - ARBITRATION

- 7.01 Failing settlement under Step two (2) of any grievance between the parties arising from the interpretation, administration, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be taken to Arbitration as hereinafter provided. If no written request for Arbitration is received within a thirty (30) day period of time after the decision in Step two (2) is given, the grievance shall be deemed to have been abandoned without prejudice and precedent.

- 7.02 The written notice referred to in Article 7.01 shall contain the names of three (3) proposed arbitrators. The recipient of such notice shall agree to one (1) of the above-mentioned arbitrators or propose the names of three (3) different arbitrators in the written reply thereto. If the parties fail to agree upon an arbitrator, the arbitrator shall be appointed by the Minister in accordance with the Labour Relations Act.
- 7.03 The arbitrator appointed shall hear and determine the matter and shall issue a decision which shall be final and binding upon the parties and upon any employee affected by it.
- 7.04 The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.
- 7.05 The parties will each pay one-half of the remuneration and expenses of the arbitrator selected by the parties or appointed by the Minister.
- 7.06 Any and all time limits fixed by Article 7 for the taking of action by either party may be extended at any time by mutual agreement of the parties, which shall be confirmed in writing.
- 7.07 The company and the union agree that grievances may be selected to be heard in an expedited format by mutual agreement. In the event there is no agreement the grievance will proceed through the normal course of arbitration described above.

In the expedited format the parties themselves (managers for the company the Business Agent or the steward for the union) will present their own cases before the arbitrator. The parties will not be permitted to cite legal cases in argument. Decisions in the expedited process will be final and binding but non-precedent setting.

Arbitrators must be selected by mutual agreement and must be able to convene a hearing within thirty days of the referral. For expedited cases, arbitrators shall be instructed to render an oral decision on the day of the hearing or a written decision no more than forty eight hours following the hearing.

ARTICLE 8 - NO STRIKES / NO LOCKOUTS

- 8.01 The Union agrees that there shall be no strike and the Company agrees that there shall be no lockout during the term of this Agreement. The words "strike" and "lockout" shall be as defined in the Canada Labour Code.
- 8.02 The Company agrees that bargaining unit members will not be required to cross legal picket lines established by customers of the Company. In the event that a bargaining unit member encounters a picket line, he is required to contact his supervisor immediately to advise of the situation.

ARTICLE 9 - STATUTORY HOLIDAYS

9.01 All regular full-time employees shall be entitled to the following legal holidays with pay:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

9.02 If a Holiday or Holidays fall(s) within an employee's vacation period, he will be entitled to pay for the same and shall be entitled to an additional day of vacation prior to or immediately following his vacation period, or a mutually agreed upon time.

9.03 In the event a Statutory (General) Holiday is proclaimed by the Federal Government, such Holiday shall also be observed, if not already listed in the above Holidays.

9.04 Any employee requested to work on a Holiday shall be paid at time and a half (1.5) the basic hourly rate applicable to the classification to which he is assigned to work on such Holiday, over and above his regular Holiday pay.

9.05 When a holiday falls on an employee's schedule day off, the employee shall be entitled to another day off with pay to be taken at a time convenient to both the employee and the Company within a 30 day period following the statutory holiday.

9.06 a) Employees assigned the five (5) day work week will be paid eight (8) hours' pay at the appropriate hourly rate for the Paid Holiday which falls on the employee's regular work week. If a Holiday falls on a five (5) day employee's scheduled day off, he shall be paid eight (8) hours' pay at his hourly rate for the Holiday and his work week shall remain unchanged for such week.

b) Employees assigned the four (4) day work week will be paid ten (10) hours' pay at the appropriate hourly rate for the Paid Holiday which falls on the employee's regular work week. If a Holiday falls on a four (4) day employee's scheduled day off, he shall be paid ten (10) hours' pay at his hourly rate for the Holiday and his work week shall remain unchanged for such week.

c) Employees assigned to the continental shift will be paid twelve (12) hours pay at the appropriate hourly rate for the Paid Holiday which falls on the employee's regular work week. If a Holiday falls on a Continental employee's scheduled day off, he shall be paid twelve (12) hours pay at his hourly rate for the Holiday and his work week shall remain unchanged for such week.

9.07 Where a statutory holiday falls within an employee's regular work week, the Company will include statutory hours as part of the total regular work hours for the week

ARTICLE 10 - WAGE RATES

10.01 **Wage Rates, Classifications and Special Allowances**

Classification	Current	Jan 1, 2015	Jan 1, 2016	Jan 1, 2017
A/QPIC	19.65	20.00	20.35	20.70
Item Processor	14.18	14.55	14.90	15.25

10.02 **Wage Progression**

Progression for full-time and part-time employees:

0 – 3 months	80%
4 – 6 months	85%
7 – 9 months	90%
10 – 12 months	95%
Thereafter	100%

10.03 **New Classifications**

- a) When new work is required for which there is not a suitable classification established by this Agreement, the Company shall notify the Union in writing to this effect and shall attempt to negotiate an appropriate classification and rate with the Union. It shall be open to the Union to allege in writing at any time that there is new work, to which there is no classification established and the Company shall discuss the matter with the Union. Where the matter is not disposed of between the Company and the Union, it may be referred to arbitration by either party pursuant to Article 7 hereof.
- b) If the Company desires to introduce new shifts, it will advise the Union as soon as possible and in any event, at least two (2) weeks in advance of such change.

10.04 For all shifts where the majority of the hours worked are after 3:00 p.m. and before 11:30 p.m. on any shift, employees shall receive fifty (\$0.50) cents per hour worked as shift premium. For all shifts where the majority of the hours worked are after 11:00 pm and before 7:30 a.m., on any shift, employees shall receive seventy five (\$0.75) cents per hour worked as shift premium. Shift premium will not be compounded in connection with any overtime hours worked. It is agreed that the shift premium will be factored into payment for statutory holidays, jury duty, bereavement and training.

10.05 For all purposes herein, any shift which during the regular work week starts:

- at or after 3:00 pm and before 11:30 p.m., shall be an "afternoon shift" and shall be deemed wholly and only to be a shift on the day on which it starts,
- at or after 11:00 p.m. and before 7:30 a.m., shall be a "night shift" and shall be deemed wholly and only to be a shift on the day immediately following the day on which it starts,

- any other shift shall be a "day shift".

10.06 The Company will endeavour to pay any error in pay resulting in underpayments of \$100.00 or more seventy-two (72) hours of determination of the error and any error in pay of less than \$100.00 on the first pay cheque following the determination of the error, if practicable, and, if not, then on the following pay cheque. The Union agrees that any error in pay resulting in overpayment will be deducted from the first pay cheque following determination of the error, if practicable, and, if not, then in the following pay cheque.

10.07 **Safety Shoes**

Upon the presentation of a receipt confirming purchase of same, each employee will receive an allowance of one hundred and fifty dollars (\$150.00) for safety shoes per calendar year.

10.08 Employees shall be supplied with winter work wear, consisting of a winter work jacket and toque when and where required. The supply of winter work-wear is limited to one set per employee per year unless the work wear has been significantly damaged during the normal course of work. Where the winter work wear has been damaged it will be replaced on an exchange basis.

10.09 All cash expenses claimed shall be reimbursed to the driver upon receipt of a company expense report, as signed and approved by supervisor, and paid within seven (7) business days of submission by the employee to a supervisor.

10.10 Where required by the company, employees will wear company authorized and supplied uniforms.

10.11 **Work gloves**

The Company shall choose and provide work gloves as appropriate for the work function. The Company shall provide two (2) pairs of gloves per Monday to Sunday period to each employee scheduled to perform work during that period. Gloves that are no longer suitable for use, for any reason, will be replaced on an exchange basis. The company will provide suitable latex or non - latex gloves, to be worn under work gloves, on an as requested basis.

10.12 All time spent training or attending meetings at the request of the Company will be paid in accordance with the applicable hourly rate. Training or meeting hours will not exceed eight (8) hours per day, with a thirty (30) minute unpaid lunch break.

All hours spent training or attending meetings at the request of the Company on a regular day off shall be paid in accordance with Article 13.

ARTICLE 11 - VACATIONS

11.01 The Company will grant all employees to whom this Agreement is applicable a vacation period from January 1st to December 31st every year.

11.02 The basis for payment of vacation pay and length of vacation will be as follows:

Length of Service at January 1st	Vacation Entitlement
Less than one (1) year	One (1) days' vacation with pay for each full calendar month of employment up to a maximum of ten (10) days with vacation pay of four percent (4%) of earnings in the previous calendar year.
One (1) year	Two (2) weeks
Five (5) years	Three (3) weeks
Ten (10) years	Four (4) weeks
Fifteen (15) years	Five (5) weeks

11.03 Vacation pay shall be two percent (2%) of the employee's earnings during the previous calendar year for each week of any vacation entitlement of two (2) weeks or more as per schedule in Article 11.02 herein.

11.04 Any employee who was prevented from taking his vacation during the calendar year due to illness or accident and who will not return to work by the end of the calendar year shall, upon his giving the Company thirty (30) days written notice if possible, receive his vacation pay not later than December 31st, on a separate cheque.

11.05 Vacation pay shall be calculated on T-4 earnings, but excluding taxable benefits, for the prior calendar year.

11.06 Vacations due in any year must be taken in the calendar year and, based upon their seniority, employees shall have the right to take one (1) week or all weeks of their vacation at one time, within the calendar year except as otherwise provided in this Agreement.

11.07 All submissions for vacation shall be made in writing on forms supplied by the Company before November 30th. These applications will be processed and approved subject to seniority and operational requirements and will be posted by December 15th. These approvals cannot be changed without the consent of the affected employees.

Submissions received after November 30th must be made in writing at least one (1) month in advance of vacation and approvals granted within three (3) days of request, in writing, subject to operational requirements. A holiday booking schedule will be posted at all times by department. No seniority rights shall apply after November 30th in the choosing of vacation time.

11.08 An employee leaving on vacation will receive his vacation pay during the weeks where they take vacation, along normal payroll practice or, if requested otherwise, during the weeks prior to taking vacation.

11.09 In the event of a conflict arising between two (2) or more employees as to when they take their vacation, the most senior employee shall have the preference subject to provision 11.07.

11.10 An employee who is discharged, resigns or quits shall receive, with his last pay, vacation pay in accordance with his entitlement, that is, 4%, 6%, 8% or 10%.

11.11 The Company will use the following formula for the allotment of the number of employees permitted to be on vacation at any one time.

Scarborough Plant:

Item Processors:

No more than 15% item processors off at any given time. (Rounding up to occur at 0.5 and greater).

AQPICs:

Minimum of one (1) AQPIC off at any given time but not restricted to one if personnel available to cover the operational needs of the Company.

ARTICLE 12 – SENIORITY

12.01 Seniority shall be as defined in Article 12.02 hereof and shall be recognized on a bargaining unit wide basis, except as herein otherwise specifically stated.

12.02 Probationary Period

- a) Each employee shall serve a probationary period equal to the first ninety (90) calendar days of employment and will have no seniority rights during that period. Upon completion of the probationary period, the employee shall attain regular employee status and his name shall be added to the seniority list. The termination of a probationary employee shall be at the sole discretion of the Company.
- b) The probationary period is defined as the initial ninety (90) calendar day employment period of a new employee which provides for on-the-job training, adaptation and the performance of the responsibilities established within any job classification. It provides the employee with a practical work experience and exposure to the Company, its operations, and the job responsibilities to which the employee is assigned. It also provides the Company with sufficient time to determine the employee's overall suitability and compatibility to perform the work for which he was employed.
- c) Employees who are hired on the same day shall have their seniority determined by lottery.
- d) With the exception of co-op students, the Company agrees that temporary or agency personnel assigned to Stericycle operations for a period of ninety (90) consecutive days or longer will be hired by the Company and will be added to the seniority list.

Proof of student status, as provided by the accredited educational institutions, will be given to the Union.

12.03 (a) **Bumping Rights**

In the event of lay-off, seniority will determine the employees to be retained, skill, ability and qualifications being sufficient. Employees being displaced due to a lay-off or job elimination will exercise their seniority by bumping in order of seniority. If there are no full-time positions available, the employee may bump a junior employee on the overall seniority list within the bargaining unit or will be subject to lay-off.

(b) **Lay-off Notice**

The Company shall give seniority employees at least one (1) weeks' notice of lay-off or pay in lieu thereof and if the period of lay-off is expected to exceed thirteen (13) consecutive weeks, the Company shall give two (2) weeks' notice of lay-off or pay in lieu thereof for seniority employees with five (5) years of service or more, or shall give notice under the Canada Labour Code, whichever is the greater. Such notice shall not apply in any case where an employee is displaced upon the return to work of another employee whom he was replacing.

(c) **Lay-off Benefits Coverage**

The Company shall continue to pay the premium for the Health & Welfare plan (for the benefits listed below), up to the end of the month following the month of the lay-off.

- Group Life and Accidental Death & Dismemberment Insurance
- Prescription Drugs
- Major Medical
- Vision Care
- Dental

d) **Recall Rights**

Employees shall be recalled on a reverse seniority basis where skills, ability and qualifications are equal. Additional details are found in section 12.10 e) and f);

12.04 Employees who have not forfeited their seniority rights as hereunder provided shall be recalled in order of seniority, skill, ability and qualifications being sufficient.

12.05 A Master and a Departmental seniority list shall be placed on the bulletin board and will be revised by the Company every three (3) months. Copies of these lists shall be forwarded to the Union.

Any errors or omissions to the seniority list must be challenged in writing, within thirty (30) days of the posting of the list.

12.06 **Temporary Recall**

(a) When temporarily recalled, laid off employees shall be paid the appropriate rate of pay

for the classifications in which they are working;

(b) When temporarily recalled, laid off employees will be given preference of available hours of work before casual employees.

12.07 No Casual employee will work in the case of a lay-off unless the laid off or regular employees refuse the work

12.08 Promotions Outside Bargaining Units

In the event a member of the bargaining unit accepts a position with the Company, which is outside the scope of this Agreement, the following shall apply:

The employee will remain on the seniority list, accrue seniority and maintain their union membership for a period not to exceed three (3) months. Upon completion of this period, the employee must return to their original position or their name will be removed from the seniority list and they will no longer be a member of the bargaining unit. No employee will be allowed to exercise their right under this clause more than once during their employment with the Company.

12.09 An elected Shop Steward shall be the last employee laid off in his classification and department and shall be the first employee recalled within his classification and department, providing always he/she is capable of performing the work required.

12.10 Loss of Seniority

Seniority rights and employment shall cease for any of the following reasons:

- a) if an employee quits or retires;
- b) if an employee is discharged and the discharge is not reversed through the grievance procedure;
- c) has been absent from work for more than three (3) working days without notifying the Company and providing a bona fide documented reason for this absence;
- d) fails to return to work promptly upon termination of an authorized leave of absence, except in case of a bona fide documented emergency;
- e) failure of an employee to report for work within one (1) week when recalled by the Company after a lay-off, or failure of the employee to inform the Company within three (3) working days of recall that he will report for work, unless he has a bona fide documented reason, notice to return to work shall be in writing and shall be deemed to be sufficient if sent by registered mail to the employee's last known address on file with the Company. When work of a temporary nature of a continuous four (4) weeks or less becomes available while seniority employees are on lay-off and they are recalled, they shall have the right to refuse or accept such temporary work without affecting their seniority status under this Agreement;

- f) he is laid off for a period of twelve (12) months or his length of service, whichever is least;
- g) utilizes a leave of absence for purposes other than those for which the leave of absence was granted.

12.11 **Severance Package**

In the event an employee is displaced from employment as a result of a closure or a permanent lay-off, he shall be entitled to receive:

- (i) two (2) weeks' notice or pay in lieu or notice under the Canada Labour Code whichever is greater;
- (ii) two (2) week's pay severance or applicable amounts under Canada Labour Code, whichever is the greater of the two;
- (iii) the benefit premium will continue to be paid for a period equal to the required notice period to cover the benefits listed in 12.03 (c).

Should any employee commence work elsewhere and receive Health & Welfare benefits coverage that takes effect prior to the expiry date of the Company's above noted benefits, the employee shall immediately notify the Company of the effective date of the new coverage, and the Company shall be authorized to discontinue the employee's coverage as of that date.

- 12.12 It shall be the duty of the employee to notify the Company and the Union promptly of any change of address. If the employee fails to do so, the Company or the Union shall not be held responsible for failure of notice to reach such employee.

ARTICLE 13 – HOURS OF WORK AND OVERTIME

13.01 The normal work week shall be as follows:

- a) five (5) consecutive days of eight (8) hours each;
- b) four (4) days of ten (10) hours each;
- c) twelve (12) hour days on a modified continental schedule.

13.02 An employee who is required to report for work will be guaranteed a minimum of four (4) hours' work or pay in lieu thereof at his gross rate, or the overtime rate if applicable.

13.03 Any employee who is called in at a time not previously scheduled, shall, whenever possible, be given notice of same at least two (2) hours prior to reporting.

13.04 Overtime at the rate of time and one-half (1 1/2) the employee's basic hourly rate shall be paid for all work in excess of forty (40) hours per week for plant, incinerator and warehouse employees.

13.05 A normal work-week for plant and warehouse employees shall consist of forty 40 scheduled hours in 5 or less days, with two (2) days off;

13.06 The Company will grant two (2) fifteen (15) minute rest periods without loss of pay and a one-half (1/2) hour unpaid lunch break.

If it is contemplated that an employee is to work overtime of two (2) hours consecutive with his regular shift, he shall be allowed a fifteen (15) minute rest period without loss of pay immediately following the end of his regular shift.

13.07 A daily time record shall be maintained by the Company at its place of business. A time keeping device shall remain in operation during the term of this Agreement.

13.08 Overtime at the rate of time and one-half (1½) an employee's basic hourly rate shall be paid for all work performed on Saturday or Sunday, save and except where Saturday and/or Sunday are worked as part of an employee's regularly scheduled work week in which case overtime at the rate of time and one-half (1½) the employee's basic hourly rate shall be paid for all work performed on such employee's sixth consecutive day of work and on such employee's seventh consecutive day of work. Employees scheduled to work the four (4) day work week will receive paid overtime at the rate of time and one-half (1½) the employee's base hourly rate for all work performed on such employee's fifth, sixth and seventh day of work. The parties agree that grievances concerning overtime payment shall be expedited.

13.09 The Company will seek to give at least two (2) hours' notice of overtime, except for reasons beyond its control.

13.10 (i) Except as otherwise specifically provided in sub-clause 13.10 (ii) and (iii), an employee who is required to report for work during his regular work week shall receive, for the regular work week, at least forty (40) hours pay.

(ii) The forty (40) hour guarantee shall not apply if:

- a) An employee is not available for work by reason of lateness or other absences;
- b) An employee refuses to perform work;
- c) Circumstances beyond the Company's control.

(iii) In order to meet its requirements under this article, it is understood that the Company shall be free to distribute work within all departments and/or to transfer employees to different departments. In addition, the Company may require, at its discretion, that employees be available to perform other work as assigned, up to the 40 hour guarantee, in the event his regular work is not available.

(iv) For purposes of calculating overtime, only hours actually worked will be counted.

13.11 When the Company desires employees to work overtime, the Company shall attempt to obtain the number of employees desired by requesting employees within classification and shift, in each department, to work overtime. In the event that an insufficient number of full-time employees are available, the Company may have the work completed by whatever

means it deems necessary, which may include requiring employees to perform the work in reverse seniority.

- 13.12 If an employee is injured after he or she has commenced work and is thereby incapacitated from carrying out his or her duties and requires transportation, management shall arrange and pay for the cost of transporting the employee to and from the Hospital. The Company will pay the employee for any hours he or she missed from the duration of his or her regularly scheduled shift because of the injury if the employee is unable to complete his or her regular shift.

ARTICLE 14 – LEAVE OF ABSENCE

- 14.01 Subject to fifteen (15) written days' notice, unpaid leaves of absence to a maximum of fifteen (15) days per year in total will be granted to stewards and/or committee members for the purpose of attending conferences and conventions.
- 14.02 Leave of absence without pay and without loss of seniority will be granted for a period of up to five (5) years to an employee in order that he may engage in full-time activity with the Union. If requested, such leave of absence will be extended from year to year.

Should the employee wish to conclude his leave of absence prior to the agreed expiry of the leave, he will provide two (2) weeks' notice to the Company before returning to work.

- 14.03 An employee will be granted three (3) consecutive work days of leave without loss of salary upon the death of his spouse, child, father or mother, a brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandfather or grandmother. Upon request, an employee may be granted an additional leave of absence without pay.

Each day of absence shall be paid based on the number of hours that the employee is scheduled.

- 14.04 The Company shall grant leave of absence without loss of seniority to an employee with seniority that is called to, and serves as a juror in any court.

The Company shall pay such employee the difference between his normal earnings and the payment received for jury service. The employee will present proof of service and attendance and the amount of pay received.

The days eligible for such payments shall be scheduled working days which the employee would otherwise have worked. To be eligible for such pay, the employee must report for work immediately upon being released from such duty if such release occurred eight (8) hours prior to the start of his next scheduled shift.

- 14.05 The Company will grant pregnancy leave and/or parental leave, without pay, and without loss of seniority and benefits, in accordance with the provisions of the Canada Labour Code to those employees who make application on forms supplied by the Company.

ARTICLE 15 – JOB POSTING, PROMOTION AND TRANSFER

- 15.01 The Company will post all permanent job opening(s) for a period of seven (7) working days. An employee awarded a position must be available to fill the vacancy within fourteen (14) working days of being awarded the position. The Company will move the employee to his new position no later than thirty-five (35) working days unless business circumstances require a lengthy period.
- A copy of the job posting and awards will be given to the Steward. Names of people awarded jobs through bidding to be posted and all Union Stewards will be provided a copy.
- 15.02 The posting will indicate the title, position, job description, required qualifications, location, salary grade, start date and the name of the individual to whom the application must be submitted.
- 15.03 When skill and ability, and/or qualifications are sufficient, seniority shall be the governing factor in filling the position(s).
- 15.04 If several positions are simultaneously posted, an employee can submit his application for each available position stating his preference.
- 15.05 An employee, due to his inability to perform the work required within a one (1) week familiarization period, may be returned directly by the Company to the job he held immediately prior to such transfer, together with all other employees who have moved as a result of the filling of the posting.
- 15.06 In the event that no employee applies for a posted position, or if none of the applicants have the relevant ability, skills and qualifications to perform the work, the Company may fill the position at its discretion.
- 15.07 An employee, who is temporarily transferred at the request of the Company to another classification, will receive his own rate or the rate for the other classification, whichever is the higher.
- 15.08 The Company may grant a leave of absence without pay and without loss of seniority to an employee for personal reasons. All requests for such leave of absence shall be in writing. The Company agrees to reply to such request in writing within fifteen (15) working days. Request for such leave will not be denied in an arbitrary or discriminatory manner. It is understood that employees on leave of absence shall not use the time granted for purposes other than as declared in their request for such leave. The Union shall be notified of all leaves granted under this Article and shall be provided with a copy of the document setting out the terms and conditions of the leave of absence.
- 15.09 Any employee assigned to perform the duties of a higher-rated classification for more than two (2) hours in one shift shall be paid at the rate of the higher-rated classification for the entire shift.

ARTICLE 16 – HEALTH & WELFARE

16.01 The company agrees to maintain, for the life of the agreement, the benefits outlined in Schedule 1, it being understood that the administration and application of such benefits are within the sole responsibility of the benefit providers.

16.02 Personal Leave Time

Full-time employees shall be granted four (4) days personal leave time per year, after completing the probationary period, subject to the following conditions.

- (a) The Company will grant full-time employees four (4) days paid personal leave time each January 1st, to be paid on the first pay of the next year, if unused. Full-time employees with less than a year of seniority will not be entitled to the pay out, only the time off with pay;
- (b) There will be no carry-over of days to the next year, if not used.
- (c) It shall be payable on the first day of leave, based on your scheduled shift;
- (d) It is agreed that any employee who books off work and who agrees to work his scheduled day off in that week will not be paid overtime;
- (e) Personal leave time can be utilized to offset Weekly Indemnity. Employees must specifically request this.

ARTICLE 17 – COMPANY RRSP

17.01 Employees completing three months of continuous employment with the Company are eligible to participate in the company's RRSP matching program. Company will match employee's contributions up to 5% of each pay to a maximum of \$2,200 per year.

ARTICLE 18 – NO DISCRIMINATION

18.01 The Company, the Union and the Employees agree that they will at all times operate within the spirit of mutual respect for each other as parties and as individuals. They further agree to abide by company policies and rules regarding intoxication, substance abuse and a harassment and violence free workplace.

18.02 The Company, the Employees and the Union shall not discriminate against employees with respect to terms and conditions of employment on the grounds of race, creed, colour, age, sex, marital or parental status, religion, nationality, ancestry, place of origin, family relationship, place of residence or sexual orientation, in accordance with the provisions of the Human Rights Code. Disputes under the Human Rights Code will be processed through the grievance procedure under this Agreement.

ARTICLE 19 – BULLETIN BOARD

19.01 The Company agrees to provide a bulletin board in an area accessible to employees in the unit for the purpose of posting meeting notices and official Union information. Notices will

be signed and posted only by officers of the Union (or designate). No literature may be distributed inside the Company's premises.

ARTICLE 20 - TERMINATION

- 20.01 This Agreement shall, unless changed by mutual consent, continue in full force and effect until December 31st, 2017 and shall continue thereafter for annual periods of one year each unless either party notifies the other in writing at least ninety (90) days immediately prior to the expiration date that it desires to amend this Agreement.
- 20.02 Negotiations shall begin as soon as possible following notification for amendment as provided in the preceding paragraph.
- 20.03 If, pursuant to such negotiations, an agreement is not reached on the renewal or amendment of this Agreement prior to the current expiry date, this Agreement shall continue in full force and effect until a new Agreement is signed between the parties, or until Conciliation proceedings prescribed under the Ontario Labour Relations Act have been completed, whichever date should first occur.

Dated at Brampton this 22nd day of May, 2015

Stericycle Inc.

Teamsters Local Union 847

Alain Fadel, Human Resources Manager

Fernanda Santos, President

Dave Leger, District Manager

Tom Fraser, Secretary-Treasurer

Alessandro Tamburini, Director, RMS

Donald Bishop, Steward

Mark Toutloff, Transportation Manager

Emanuel Huggins, Steward

James Hogan, Plant Manager

APPENDIX "A"

JOINT LABOUR/MANAGEMENT CONSULTATION MEETINGS

Objective:

Recognizing the community interest in the efficient and economical operation of the Company as well as the satisfactory working life for all employees affected by the work of this Committee and believing that the basis of good relations rests upon co-operation and good communications between the parties, the Management and members of the Union hereby agree to work together in the successful operation of a Joint Consultation Committee.

1. Purpose and Commitment:

The purpose of the Consultation Committee is to provide the parties with an open forum of communications in order to better understand each other and to resolve problems and issues in an open exchange of ideas and views between Union and Management. The parties will use the Committee to look for opportunities to improve the working relationship between them and between the people they represent and to build a more effective working team.

2. Structure of Committee:

For the Company

- Management (up to the number of stewards)
- Guests

For the Union

- Stewards
- Guests

Either party may request guests pertinent to subject matter.

3. Limitations:

In order to have a frank and open discussion, the Committee shall have no authority to change, delete or modify any terms of the Collective Agreement, nor to settle grievances arising under the Agreement. Committee discussions shall not be publicized except for those recommendations that have been mutually agreed upon.

4. Protected Environment:

Members of the Committee shall be free to discharge their duties in an independent manner without fear that their individual relationships with the Company shall be affected by any participation by them in good faith in their representative capacities.

5. Agenda:

The co-chairs will meet seven (7) days prior to each meeting to exchange agendas for that meeting. The items in the agendas will be listed in order of priority. The Company will arrange to have both agendas typed and distributed to Committee members prior to the

meeting. Items from the agendas will be discussed at the meeting on an alternating basis with the first item being taken from either the Company's or the Union's agenda, depending on which party is chairing the meeting. Items not addressed at a meeting may be re-proposed for the next meeting's agendas. Emergency items arising after the agendas are prepared can be entertained on the agreement of the parties at the outset of the meeting. An item on the agendas may be disposed of by referral to a more appropriate forum or cancelled, by mutual agreement of the parties. The Union Representative who will be responsible for proposing the next list of Union agenda items will be identified at the conclusion of each meeting.

6. **Method of Keeping Minutes:**

Preparation of Minutes of each meeting will be the responsibility of the Company. Approval for distribution of the Minutes will be the responsibility of the Committee at the conclusion of each meeting. The Minutes will contain a description of the topic and the action agreed upon. The discussion of the merits of the topic is not a proper matter for inclusion in the Minutes. The Minutes will be circulated to all members of the Committee and signed by the co-chairs prior to being posted on the bulletin boards within one (1) week following the Committee meeting.

7. **Chair Responsibility:**

The Company and the Union will alternate in filling the Chair from meeting to meeting. The Chair will seek to keep the discussion on topic and ensure that each Committee member has a chance to have input on each item discussed. In general, the Chair will try to establish an open, flexible style of discussion on agenda items.

SCHEDULE 1 SUMMARY OF WELFARE BENEFITS

Stericycle - HCS - Unionized Benefits as of February 26, 2015

Category	Description
Eligibility	All Full-Time employees who works a minimum of 25 hours per week on a regular basis.
Dependent Eligibility	Dependent child under age 21, but up to age 25, if full-time student in an accredited school.
Cohabitation Period	1 year in common-law relationship
Waiting Period	3 months from date of hire
Termination	All benefits excluding Long Term Disability and Optional Life terminates at age 70. Long Term Disability and Optional Life terminates at age 65.
Benefits Schedule:	
Basic Life Insurance	100% of basic annual earnings up to a maximum of \$100,000. Coverage reduces to 50% at age 65.
Dependent Life	Spouse: \$2,000 Each Child: \$1,000 (insured from birth)
Optional Life - ee/sp	Employee/Spouse: units of \$10,000 to a maximum of \$250,000. Medical evidence of insurability is required.
AD&D	same as Basic Life Insurance
Long Term Disability	. 60% of gross monthly earnings to maximum of \$3,000 per month . 119 days elimination . 3/12 pre-existing clause applies . Taxable . Terminates at age 65
Short Term Disability	60% of weekly base pay Elimination Period: 9 days Maximum Benefit Period: 12 weeks Non-Occupation injury or illness Limitation: After receiving 12 weeks of Short Term Disability (STD) benefits, an Employees must work 12 consecutive months of service before he/she is eligible again for STD benefits.

Healthcare:	
Deductible	\$25 per insured person per calendar year \$50 per Family per calendar year Deductible <i>does not apply</i> to Prescription Drugs, Hospital, Visioncare, Emergency out-of-Province/Country & Travel Assistance
Reimbursement	100% - Reasonable and Customary
Prescription Drugs in Canada	Pay Direct Drugs on Managed Drug Formulary
Visioncare Expense Maximums	Eye Exam: 1 per 24 months (12 months for insured person's under 18) Glasses, Contacts or Laser eye surgery: \$200 every 24 months (12 months for insured person's under age 18)
Hospital	Semi-Private, nil deductible
Private Duty Nursing	\$10,000 per calendar year
Emergency out-of-country/Travel Assistance	Included Trip Duration: 6 months Maximum: Unlimited except emergency Medical and Surgical Care outside Canada/Province is \$5,000,000 per calendar year including expenses for hospitalization outside Canada.
Hearing Aids	\$500 per 60 consecutive months
Custom fitted Orthopaedic Shoes/custom-made Orthotics	Orthopaedic Shoes, Corrective Devices added to ordinary shoes and Podiatric Orthotics: Included as follows: Stock Shoes: \$150 per calendar year Custom Fitted: 1 pair per calendar year Podiatric Orthotics: \$400 per 3 consecutive years
Elastic Support Hose (compression hose)	4 pairs per calendar year
Paramedical	Maximum is \$350 per calendar
Dental:	
Fee Guide	current - reasonable & customary
Deductible	Nil
Reimbursement Levels	Preventive & Basic: 100% Major Services: 50% Orthodontic - Child only: 50%
Plan Maximums	\$1,500 per calendar year combined maximum for Preventive, Basic and Major Services \$1,000 Lifetime for Orthodontic