

Wage
29/01/1999

SOURCE	W		
EFF.	99	01	01
TERM.	2001	07	01
No. OF EMPLOYEES	170		
NOMBRE D'EMPLOYÉS	170		

INDEX
Article Page

Address - Company/Union	19	42	
Adjustment of Complaints & Grievances	6	6	
Appendix "A" - Wage Rates	xx	45	
Application of Department Seniority	8.07	12	
Application of Plant Seniority	8.06	13	
Arbitration	6.03	7	
Bereavement Leave	8.16	20	
Bulletin Boards	15	34	
Collection of Dues	17	40	
Contracting Out	18	43	
Departmental Seniority	8.05	12	
Discharge Cases	7	11	
Education Fund	21	42	
Entering Other Departments	5.06	6	
General Purpose	1	1	
Grievance Committee	5.05	5	
Group Sickness & Accident Plan	12	28	
Holidays		9	21
Hours of Work & Overtime	11	26	
Job Posting	8.08	13	
Jury Service	8.17	21	
Leave of Absence	8.15	18	
Letters of Understanding	24	44	
Management Rights	3	3	
New Jobs or Changes	22	42	
No Strikes, Lockouts or Discrimination	4	3	
Plant Seniority	8.04	12	
Recognition & Coverage	2	1	
Reporting, Emergency & Injury Pay		13	31
Safety, Health & Working Conditions	16	34	

INDEX

	Article	Page
Schedule "A" - Letter of Understanding		47
Schedule "B" - Letter of Understanding		48
Schedule "C" - Letter of Understanding		48
Schedule "D" - Letter of Understanding		49
Schedule "E" - Letter of Understanding		50
Schedule "F" - Letter of Understanding		51
Schedule "G" - Letter of Understanding		52
Schedule "H" - Letter of Understanding		52
Schedule "I" - Letter of Understanding		53
Schedule "J" - Letter of Understanding		55
Schedule "K" - Letter of Understanding		57
Schedule "L" - Letter of Understanding		57
Schedule "M" - Letter of Understanding		58
Schedule "N" - Letter of Understanding		59
Schedule "O" - Letter of Understanding		59
Schedule "P" - Letter of Understanding		60
Schedule "Q" - Letter of Understanding		61
Schedule "R" - Letter of Understanding		61
Seniority	8	11
Seniority Lists	8.13	17
Surface Day Shift	11.03	26
Surface Three Shift Work	11.02	26
Technological Change	23	43
Temporary Transfers	8.09	16
Termination & Renewal	20	42
Union Committee & Stewards	5	4
Union Stewards	5.04	5
Vacations	14	32
Wages	10	24
Work Week	11.04	27

COLLECTIVE AGREEMENT between KINROSS GOLD CORPORATION – MACASSA MINE (hereinafter called "The Company") and UNITED STEEL WORKERS OF AMERICA (hereinafter called "The Union").

ARTICLE 1 - GENERAL PURPOSE

1.01 The parties are agreed that the general purpose of this Agreement is to promote the mutual interests of the Company and its employees; to provide for the operation of the plant under methods which will further to the fullest extent possible the safety and welfare of the employees, economy and efficiency of operations and quantity of output, cleanliness of plant; to provide orderly collective bargaining relations between the Company and the Union; to secure prompt and equitable disposition of grievances; and to maintain mutually satisfactory hours, wages and working conditions for the employees covered by this Agreement.

ARTICLE 2 - RECOGNITION AND COVERAGE

2.01 During the life of this agreement, the Union shall be the sole and exclusive bargaining agent for all

employees of this Company, save and except foremen, shift bosses, persons above the rank of foremen or shift bosses, office staff, technical staff, engineering department staff, head assayer and students temporarily employed for school vacation periods.

Should the Company expand its present Macassa Mine gold mining operations, all employees of the Company covered by the certification shall be covered and governed by the present Collective Agreement and the Union shall be the sole and exclusive bargaining agency for those employees.

2.02 The word “employee” or “employees” wherever used in this Agreement shall mean employees of the Company as defined in the certification mentioned above. Wherever the masculine gender appears in this agreement, it shall also mean the feminine gender, unless the context requires otherwise.

2.03 Non Bargaining unit employees will not do work normally performed by a member of the bargaining unit, except in the case of safety training, emergency cases, when the safety of the employee(s) or the security of the Company property is involved and in the case of demonstration to the employees. However, in a case when a skip / cagetender fails to report for work and a replacement cannot be found from the men at work, this shall be considered as an emergency and the supervisor shall then do whatever is necessary to assure that the work is performed. This would not apply in the event qualified people are not available for work. Also this would not apply where assignment is given to a workman, provided that a member of the bargaining unit is not deprived of overtime.

Guideline

This clause is not intended to prohibit supervisors from aiding bargaining unit employees on “spur of the moment incidents.”

Examples are: re-railing cars or locos; handing tools to employees; where a heavy lift or push is required; where a bargaining unit employee mutually agrees to a short break, etc.

Note:

It is not the Company’s intention for supervisors to do work normally performed by a member of the Bargaining Unit except as mentioned above.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Management of the business and direction of the working force shall remain with the Company, including such rights, as for example, to hire, transfer, promote and discharge for just and reasonable cause (discharge is, however, subject to the grievance procedure and arbitration), to make reasonable rules in relation to procedure and conduct, to be the judge of the qualifications of the workers which judgement will not be made in an arbitrary or discriminatory manner, to decide on the number of employees needed at any time and to use improved methods and equipment, and all other management rights not taken away by this Agreement, provided none of the above shall nullify other clauses of this Agreement.

ARTICLE 4 - NO STRIKES, LOCKOUTS OR DISCRIMINATIONS

4.01 In view of the orderly procedure for settling grievances, it is agreed that there will be no lockouts, strike, stoppage, slow-down or restrictions of output during the life of this Agreement. In case such action should occur in violation of this Agreement, then the Company shall have the right to discharge or discipline any or all of the employees taking part in or instigating the same. Before taking such action, the Company will confer with the Union

Committee.

4.02 a) *It is agreed that there shall be no discrimination by the Company or the Union against any employee because of any prohibited ground under the Ontario Human Rights Code, political affiliation and membership or office in the Union.*

b) It is further agreed that there will be no solicitation of members, or other Union activity during the working hours, except as covered by this Agreement. This clause shall not be construed to prevent employees from engaging in casual conversation relating to Union affairs.

c) Without the consent of the Mine Manager or his delegate and except as provided in clause b) of this Article, there shall be no solicitation of employees on Company property for membership in, support of, or contribution to any organisation or group of persons regardless of the aims, purposes, politics or policies of any such organisation or group.

4.03 There shall be no discrimination by the Company or the Union or its members against any person employed by the Company because of membership or non-membership in any Union.

ARTICLE 5 - UNION COMMITTEE AND STEWARDS

5.01 The Company acknowledges the right of the Union to appoint or otherwise select committees and a reasonable number of stewards.

The Union shall advise the Company of the personnel serving on these committees and also the names of the stewards and of any changes in personnel and stewards before the Company will recognise them. They must be permanent employees. The Company shall supply the Union with the names of all its foreman, superintendents and other officers of the Company who may be called upon to perform any act in connection with this Agreement.

5.02 The Union acknowledges that stewards, member of committees and Union officers have regular duties to perform on behalf of the Company. Such persons will not leave their regular duties without receiving permission from their foreman or immediate supervisor, as noted below and such permission shall not unreasonably be withheld.

5.03 If it is necessary for steward(s) or other employee(s) to take time off during working hours in connection with a grievance they must first arrange with their immediate supervisor to be off at a time which will least interfere with the work. The Company will pay for the time used by the steward(s), employee(s) and committee person(s).

5.04 Union Stewards - *The employees shall be represented by stewards chosen by the Union There shall one (1) steward for each fifteen (1.5) members of the bargaining unit, who shall proportionally represent the different working units of the operation.*

During periods of absence exceeding two (2) weeks by any steward, an alternate shall be appointed by the Union.

5.05 Grievance Committee

The Grievance Committee shall be composed of a chairman and a secretary together with any three stewards.

It shall be the duty of the Grievance Committee to see that the terms of this Agreement are carried out, and to assist employees in presenting their grievances to the representative of the Company at Step Three (3) of Article 6.

5.06 Entering Other Departments

If an investigation of a grievance involves the Steward and/or a member of the Grievance Committee entering any department or section of the mine or plant, other than their authorised working places; the steward and/or member of the Grievance Committee must first make arrangements and obtain permission from his own Department Head and will be accompanied on such investigation by the Department Head; foreman or shift boss in the department or working place concerned.

It is understood that the Steward and/or a member of the Grievance Committee investigating the grievance shall have the opportunity of consulting privately with the person or persons concerned.

ARTICLE 6 - ADJUSTMENT OF COMPLAINTS & GRIEVANCES

6.01 The methods of handling of complaints and grievances as set out herein, are with a view of effecting the early and satisfactory adjustment of same. The employee must first discuss concerns with his immediate supervisor in an attempt to resolve an issue before submitting a Step 1 grievance.

6.02 If successful resolution of a complaint was not achieved through process described in 6.01 then the following procedure will be followed in the adjustment of grievances concerning the interpretation or alleged violation of this agreement.

Step 1

The employee may within seven (7) days present the matter to his immediate supervisor, assisted if desired, by his steward. Failing a settlement within four (4) days, then,

Step 2

The employee, assisted by a steward or other member of the Grievance Committee, may within five (5) days after failure to satisfactorily adjust the matter in Step 1, take the grievance up with the immediate superior of the shift boss or Department Head or his appointee, presenting the grievance in writing. The Company's reply shall be in writing. The Company's reply shall be in writing. Failure to receive a satisfactory settlement within seventy-two (72) hours, then,

Step 3

The employee, assisted by a steward and/or other member of the Grievance Committee, and if desired, a National Representative of the Union may take the matter up with the Manager of the Company or his appointee within five (5) days after failure to satisfactorily adjust the matter in Step 2. Other representatives of the Company may be present if the Company so desires.

The complete written record of the grievance shall be presented at this time. The Manager or his appointee will reply to the grievance within ten (10) working days. Failing satisfactory settlement, the matter may be referred to Arbitration as herein provided within thirty (30) days after the reply in this step.

6.03 Arbitration

a) Any arbitration case originating under the grievance procedure herein may be submitted to arbitration by one party **notifying** the other party in writing **thirty (30) calendar days** from the date the matter could have been settled under the regular grievance procedure herein,

b) In any case in which an arbitration shall be required under this Agreement, the arbitrator shall be mutually agreed upon by the parties within 30 days of the matter formally going to arbitration pursuant to the provisions hereof.

c) Should none of the members of the panel be available to sit within sixty (60) days, then the Ontario Labour Management Arbitration Commission shall be requested to submit a list of seven (7) arbitrators from which

the parties shall select an arbitrator by alternately striking names.

d) In the event of the parties not agreeing to an arbitrator within the time frame of 6.03 (b), then the Ontario Labour Management Arbitration Commission shall be requested to submit a list of seven (7) names from which the Parties shall select an arbitrator by alternately striking names.

e) Each party shall pay all expenses incurred in connection with the preparation of representation of its own case, including the fees and expenses of its own witnesses. The parties bear an equal share of the expense of the arbitrator. The parties shall make every reasonable effort to expedite the arbitration of grievances.

f) It is further understood that in no event shall the arbitrator have jurisdiction or authority to (I) add to, subtract from, modify, nullify, or in any way change the provisions of this Agreement; (ii) establish new wage schedules or change existing wage schedules or wage rates for specified job classifications except as outlined in Article 22.01 of this Agreement.

g) Each party shall be entitled to be represented by counsel or otherwise, and to present evidence, to cross examine the witnesses of the other party, and to present arguments orally and/or in writing. When written arguments are submitted each party may reply once to the arguments of the other party. When any written argument or brief is filed by a party with the arbitrator, a copy shall, at the same time, be sent or given to the other party.

h) The arbitrator shall be requested to give his award within a period of **fifteen** (15) days after the close of the hearing.

I) No person who has sat in on meetings and efforts to settle the grievance may be appointed as an arbitrator in the case. This clause shall not apply to an arbitrator who acts as a mediator by mutual agreement of the parties, after already being appointed as an arbitrator.

j) The arbitrator shall have the authority to substitute such other penalty for discharge or discipline as he deems just and reasonable under all circumstances.

6.04 General

a) Any differences arising directly between the Union and the Company concerning the interpretation or alleged violation of this Agreement may be submitted in writing by either party to the other at Step Three of the Adjustment of Complaints and Grievances.

b) Any grievance believed to affect more than one employee may be presented at Step Two.

c) When a grievance is adjusted in favour of an employee, it shall be retroactive to the date the grievance was presented in writing, except any dispute affecting an employee's rate of pay is settled in his favour, provided that the grievance was presented in writing within fifteen (15) days after the employee received his cheque for the pay period in which the grievance first occurred, any adjustment shall be made retroactive to the date the grievance first occurred. If the grievance was not presented before the expiration of such fifteen (15) day period, any adjustment shall be made effective as of the day the grievance was presented in writing. Any claim in relation to bonus earnings will be first taken up by the employee with the Bonus Department. In this case, any settlement in favour of the employee will be retroactive to the start of the bonus period involved.

d) If it is not possible to follow all the Steps in the Grievance Procedure because some department may have

no Company representative, then the next Step may be proceeded to.

e) Time Limits

In determining the time within which any step is to be taken under the foregoing provisions of this Article, Saturdays, Sundays and Statutory Holidays shall be excluded.

Any and all times may at any time be extended by agreement in writing between the Company and the Union. If advantage of the provisions of this Article is not taken within the time limits specified herein, or as extended by mutual agreement in writing, the matter in dispute shall be deemed to have been abandoned, and may not be re-opened.

f) The Company and the Union shall agree on forms for presentation of grievances and recording of decisions.

g) The nature of the grievance and the remedy sought shall be set forth in the written record of the grievance at Step Two. The section(s) of this Agreement which are alleged to have been violated shall be set out in the written record of the grievance and is subject to change up to and including the third step of the Grievance Procedure.

h) Written absentee warnings shall be removed from the employees' files after four (4) months and shall not relate to other warnings.

I) An employee in the bargaining unit, upon request, made reasonably in advance, will be shown his records that are on file, which shall be corrected, if they are found to be inaccurate. If he requests it an employee may be assisted by a member of his immediate family.

ARTICLE 7 - DISCHARGE CASES

7.01 The Company shall ensure that a Union Steward is present (at no additional cost to the Company) when an employee with seniority is being disciplined in the form of "time off without pay" and/or in cases of discharge. In all cases where written disciplines are involved excluding Step 1 & 2 of the AWOL policy an employee may have a steward present if he so wishes, provided a steward or committeeman is available on site.

A copy of all written disciplines will be given to the employee and sent to the Union.

7.02 *If an employee is discharged and if he believes he has been unjustly discharged, he may have his grievance taken up under the Adjustment of Complaints and Grievances starting at Step Three, if presented in writing within seven (7) days after the date of his leaving the employ of the Company, and not otherwise.*

If said discharge is taken to arbitration, the Arbitrator may:

- a) Sustain the discharge.*
- b) Reinstate the employee with full pay for the time lost and with no loss of seniority.*
- c) Or take any other action he deems just within the limits of (a) and (b) above.*

7.03 In any discharge or discipline arbitration it shall be incumbent upon the Company to establish just and reasonable cause for their action.

ARTICLE 8 - SENIORITY

8.01

- a) Seniority will be the determining factor in matters affecting lay-off, recalls, transfers, demotions and promotions only if the factors set forth below are approximately equal between two or more employees, the ability of the employee to perform the available job in an efficient manner.**

(b). An employee who is laid off from his job because of a reduction in the work force or job redundancy shall be entitled to displace another employee according to Article 8.01(a)

8.02 There shall be two types of seniority, namely Departmental and Plant Seniority. Plant Seniority shall apply within the plant and Departmental Seniority shall apply within each department of the plant,

8.03 The departments shall be as follows:

- a) Underground
- b) Mill and Assay
- c) Mechanical and Electrical
- d) General Surface and Dredging

8.04 Plant Seniority - is the relative ranking of employees within the plant established by length of continuous service with the Company.

8.05 Departmental Seniority - is the relative ranking of employees established within each Department by the length of continuous service with the department in which they are employed, from the date of transfer from another department or from the date and time of last starting to work in the department if they have never been transferred.

8.06 Application of Plant Seniority - In all cases where employees are laid off due to lack of work, exercise of plant seniority for another position will be governed by Article 8.01(a).

8.07 Application of Departmental Seniority – In all cases of posting to fill a vacancy other than promotions of a temporary nature (14 days or less) departmental seniority shall apply providing the employee affected has the necessary qualifications to fill the vacancy. **Application of departmental seniority shall be as per Article 8.01(a).**

8.08 Job Posting - The Company shall post notice on the special bulletin boards Plant-wide stating the location, job description, rate of pay and qualification of the job. At the same time, a copy will be sent to the Union. The notice shall be posted for five (5) working days. **The successful applicant applying for the job will receive their appointment within three (3) working days following selection as per Article 8.01a.** The Company may fill the vacancy temporarily while the notice is posted pending the filling of the vacancy permanently. If no suitable employee is found available as a result of job posting, the Company may fill the vacancy with a new employee, who will meet the posted job qualifications and requirements.

When an employee has accepted a posted job, he shall not again apply for a period of two (2) months. This does not apply to Line of Progression Jobs.

a) A vacancy to be filled from a posting exists when a man leaves a job for any reason and a replacement is required on a permanent basis, or a new job is created. The hiring of additional underground labourers at the minimum rate is not considered a vacancy.

b) The Company does not have to post a new stope, drift or raise, but preference will be given to men within these classifications not currently working in their classification. However, the Company will post notice prior to starting new stopes, and/or the selection of new drift crews.

c) Employees shall be allowed to bid in their same classification. Employees who are successful in their bids for stopes, drifts or raises shall not be allowed to bid in their same classification for a period of twelve (12) months,

d) The location of the vacancy, if a stope, including level and stope number, will be shown on the posting.

e) Each job vacancy shall be posted separately.

f) Where a line of progression exists only the bottom job in the line need be posted.

g) Job posting application forms shall be made available by the Company and will be completed and signed by the employee applying for the posted vacancy. A copy of the posting will be given to the employee upon request.

h) When an employee has been accepted in conjunction with the job posting, he shall be given the posted job without undue delay (meaning within 1 to 5 days), providing the vacancy still exists. The Company will inform the Union by mail of the successful applicant's name. The job vacancy created by the posting shall be posted immediately (unless in the case of line of progression or the job becomes redundant) in accordance with this section.

In a few job classifications, a delay may be necessary in order to obtain a replacement for the newly created job vacancy.

l) Where an employee is off work due to layoff injury, illness or vacation, his name shall be posted in absentia providing the employee is capable of filling the job in a reasonable time (maximum 8 weeks).

j) Where a job vacancy occurs which is suitable for an employee who is unable through injury or illness or advancing years to perform his normal duties, job posting will be waived providing both Company and Union agree.

k) Fulfil the normal requirements of the job means the ability to perform the requirements of the job following an appropriate familiarisation period.

In the event an employee is unable or cannot satisfactorily perform the job, he shall be returned to his former position and any other employee who has been promoted or transferred because of the rearrangement of positions, shall also be returned to his former position.

l) Employees who accept job posting for surface labour or mill labour will receive helper's rate.

m) Limited jobs are jobs of 75 days duration or longer. They shall be posted for vacancies where a replacement is required. These jobs are open to employees qualified to fill the vacancy. The posting shall state that the job is limited, and shall indicate the estimated duration of the job. Upon termination of a limited job, the employee filling the vacancy shall be returned to his classification and job location (if it still exists) in which he last worked which was not a limited job. If a permanent job vacancy is posted, such employee holding the limited job will be allowed to bid on the new posting. If the employee in the limited job is successful in his bid for a permanent job posting, the Company will complete the temporary job from employees in the department. The parties agree that the employee who accepts a limited job will not create more than one (1) vacancy.

n) In the case of a known temporary vacancy (more than 4 days, and less than 75 days) due to vacation, sickness or injury, etc., the senior employee not working in his present classification will be given preference providing the employee affected has the necessary qualifications to fill the vacancy. These temporary vacancies (of more than 4 days and less than 75 days duration) shall be filled from the shifter's or captain's work area where the vacancy occurs before approaching men from a different beat.

8.09 Temporary Transfers - If an employee is temporarily transferred, he shall receive the rate for the job or his regular rate, whichever is the greater.

a) During the period of October 1st to April 30th, Underground employees shall be given a 24 hour advance notice of transfer to Surface job.

8.10 A newly hired employee shall be considered on probation and shall have no seniority rights during the first forty-five (45) shifts worked, during which time he shall be subject to transfer, demotion, layoff, dismissal, or discharge at the Company's discretion. After completion of such probationary period, seniority shall date back from the first day of hire.

The Company and the Union will meet and agree in each instance prior to the hiring of temporary employees who are to be employed to perform bargaining unit work where there are vacancies due to:

1. A temporary excess of work.
2. Extended absence due to illness or injury.
3. Difficulty in obtaining suitable candidates to fill permanent vacancies.
4. Leaves of absence.

Such employment shall not exceed three (3) months in each case except as extended by mutual written agreement. The only exception to this is the effluent treatment plant where temporary employees will be hired for up to four (4) months.

A temporary employee shall have no rights under the agreement (other than the right to require payment of the applicable rate of the job to which assigned) and the Company shall be free to discharge such a person at anytime it sees fit.

8.11 Seniority shall be maintained and accumulated during:

- a) Absence due to layoff;
- b) Sickness or accident subject to medical evidence.

8.12 Loss of Seniority - An employee shall lose all seniority and his employment shall be deemed to be terminated if he:

- a) voluntarily quits;
- b) is justifiably discharged and not reinstated under the grievance or arbitration procedures;
- c) uses a leave of absence for a purpose different than that for which the leave of absence was granted.
- d) is laid off and fails to return to work within twenty (20) days from the date of mailing of notice to return, by registered mail, to his last known address, and
- e) is on lay-off from lack of work for a period of more than twenty-four (24) consecutive months.
- f) is absent from work for more than seven (7) consecutive working days without notifying the Company;
- g) retires or is retired on pension.

8.13 Seniority Lists - The Company will post in each department a list showing the Plant and Departmental Seniority, and the current classification for each employee. The list will be corrected and brought up to date every six (6) months. An employee may make a complaint as to the correctness of his seniority to his supervisor and/or to the Main Office. When the seniority lists are posted, three (3) of the same, will be mailed to the Union.

8.14 Employees who are laid off shall be recalled in accordance with Article 8.01(a). When recalling employees who retain their seniority, the Company will notify the employee by registered mail stating the job which is available and the time of starting which shall not be less than twenty (20) days from the date of mailing of the letter. At the same time, a copy of the letter in question would be mailed to the Union.

The notice will be sent to the last address of the employee on record with the Company. Failure to notify the Company in writing within five (5) days if possible following the mailing of such notice by the Company that the employee will report for work at the time specified, or having so notified the Company, failure to report at the time stated on the notice, shall be considered as termination of employment.

8.15 Leave of Absence - Leave of absence will be granted as indicated and upon the following conditions:

- a) The Company will grant short term leave of absence to employees selected by the Union to attend schools and seminars.
- b) An employee will be granted leave of absence for reasonable time for good cause, if he can be spared.
- c) Not to exceed four (4) employees per year may be granted leave of absence to attend Union conventions provided the Company is given at least two (2) weeks notice in writing and the men can be spared and the leave of absence will not exceed four (4) weeks per year.
- d) Any Leave of Absence will be without pay. However, the Company will grant to a member(s) of the Union Executive a leave of absence in order to deal with the matters of the Union up to an aggregate total of thirty (30) days per year paid at the regular basic hourly rate of the employee, plus any applicable gold bonus. The Company also agrees to pay for the employee(s) benefits plan during the paid leave(s) of absence. Any request for leave of absence for Union business must be submitted in writing to the Mine Manager one (1) week in advance of such leave.
- e) Any employee who absents himself from work without first obtaining permission from the Company or without sufficient reason such as proven sickness or accident shall be subject to discipline, demotion or discharge by the Company.
- f) Any leave of absence shall be in writing and no such leave shall affect any employee's seniority rights when used for the purpose granted.
- g) If an employee works for some other Company or person while on leave of absence, unless by written pre-arrangement with the Company, he shall be subject to discipline or discharge.
- h) *An employee who has been away on account of sickness or for other reasons will give the Company one day's notice of his return to work. In case such notice is not given, the employee may be required to wait up to one hour before starting work while a place is being made ready for him. An employee who finds he is unable to report for work because of sickness or other reasons will notify the Company. The Company recognises that there may be times when personal contact between the employee and his supervisor is not possible prior to the start of his shift. In those instances the employee may instruct a second party to notify the Company before the start of his shift, but must make contact with his supervisor or a higher level of supervision within their department during that shift.*

8.16 Bereavement Leave

- a) *An employee will be granted a leave of absence of up to five (5) days for the purpose of attending the funeral of a member of his immediate family. If one or more of the said five (5) days would have been his regularly scheduled work days, the employee will be paid for eight (8) hours for such days at his basic hourly rates. "Immediate Family" shall be mother, mother-in-law, father, father-in-law, brother, sister, wife, husband, spouse, children, son-in-law, daughter-in-law, and legal guardian; and,*
- b) *Up to three (3) days leave without loss of pay for the purpose of attending the funeral of grandparents, grandchildren, sister-in-law, and brother-in-law. If one or more of the said three (3) days would have been his regularly scheduled work days, the employee will be paid for eight (8) hours for such days at his basic hourly rate, plus applicable gold bonus, and; a one (1) day leave without loss of pay for the purpose of attending the funeral of his spouse's grandparents. If the one (1) day would have been his regularly scheduled work day, the employee will be paid for eight (8) hours for such day at his basic hourly rate.*
- c) If the death or funeral occurs at more than 350 miles from Kirkland Lake, the employee will be entitled to one (1) additional day leave without loss of pay, providing the death or funeral are his regularly scheduled working days.
- d) The Union and the Company agree that the above terms shall include those terms used and defined by the Family Law Reform Act in Ontario. The term "immediate family" as used in 8.16 a) and 8.16 b) shall mean the immediate family of the employee only.
- e) An employee eligible for bereavement leave which occurs while on vacation shall be entitled to have that portion of his vacation rescheduled.

8.17 Jury Service - An employee who is called and receives pay from the court for Jury Service and/or Crown Witness Service shall be paid for each day of such service on which he otherwise would have been scheduled to work, the difference between eight hours pay at his regular straight time hourly rate (and any applicable shift premiums) and the amount that he receives for Jury Service or Crown Witness Service. The employee will present proof of Jury Service or Crown Witness Service and the amount of pay that he receives therefore.

8.18 Effective July 4, 1991 if a bargaining unit employee leaves or has left the bargaining unit to accept a staff position he shall not be credited with any seniority in the bargaining unit during such absence. Only seniority acquired in the bargaining unit shall be credited if such an employee returns to the bargaining unit. Effective the date of signing of this agreement, employees who leave the bargaining unit to accept a staff position for a consecutive work period of 12 months and then return to the bargaining unit will be considered a new hire. However, this will not affect the employee's overall seniority with respect to pension or vacations.

ARTICLE 9 - HOLIDAYS

9.01

a) Should an employee be required to work on:

1. New Year's Day (x);
2. Good Friday;
3. Victoria Day;
4. Canada Day;
5. Civic Holiday;
6. Labour Day;
7. Thanksgiving Day;
8. Christmas Day (x);
9. Boxing Day (x);
10. 6 Floaters

he shall be paid for work performed on such day at time and one-half (1 ½) of his applicable hourly rate, plus his holiday pay.

b) Christmas Day, Boxing Day and New Year's Day have been designated as Special Statutory Holidays (x). Thus, if an employee is required to work on one of the above holidays, he shall be paid for work performed on such day at double time (2x) of his applicable hourly rate, plus his holiday pay.

9.02 Floating Holiday Guidelines

a) *The choice of Floating Holidays will be by mutual agreement between the employee and his supervisor.*

b) *Probationary employees will not be entitled to any Floating Holidays and an employee with less than six (6) months plant seniority will be entitled to only one (1) Floating Holiday. Employees with more than six (6) months plant seniority will be entitled to only two (2) Floating Holidays.*

Employees with more than one (1) year plant seniority but less than two (2) years plant seniority will be entitled to only four (4) Floating Holidays per year and employees with more than two (2) years plant seniority will be entitled to all holidays as are indicated.

c) *Floating Holidays cannot be taken in conjunction with other Statutory Holidays, however, they can be tied to Bereavement Leaves and/or vacations with special permission from the Mine Manager,*

d) *The maximum Floating Holidays that can be taken at one time will be held at five (5) days.*

Note: In order to be entitled to pay for the Floating Holidays, the employee must comply with all other subsections in Article 9.

e) *Floating holidays that are not taken or scheduled as of December 1st of each year will be paid for as of mid-December for each year.*

9.03

a) If an employee is required to work more than 8 hours on any of the holidays, his overtime rate shall be two and one-half (2 ½) times his standard hourly rate.

b) If an employee is required to work more than 8 hours on any of the designated Special Statutory Holidays, his overtime rate shall be three (3) times his standard hourly rate.

9.04 An employee not working on any of the holidays named in 9.01 will be paid at his regular hours per day times his applicable hourly rate. The current gold bonus is considered to be part of the employee's hourly rate.

9.05 He will not be paid for an unworked holiday if:

a) *He has been instructed to report for his regular work on such holiday and has failed to do so.*

b) He has been absent on his last regularly scheduled shift before and/or his first regularly scheduled shift after such holiday, unless he has been granted leave of absence in writing by the Mine Manager or Acting Mine Manager in advance of the day before the holiday; or unless he is absent as a result of a legitimate illness or injury.

c) his absence in either (a) or (b) is due to a leave of absence in excess of seven (7) days.

d) He is a probationary employee provided that he will be paid for the holiday on the first pay period after the completion of his probationary period, if he otherwise qualifies.

9.06 If a holiday occurs during an employee's vacation he shall receive an extra day's pay for such day, and his vacation shall be extended accordingly, providing he has worked his full regularly scheduled shift both immediately before and after such vacation period.

9.07 The standard work week shall be reduced by eight (8) hours for each holiday falling within the week.

9.08 If any of the above holidays should fall on a Saturday or Sunday, the Company and the Union shall meet prior to the holiday and mutually agree to assign such day of observance to either Friday or Monday.

9.09 If an employee feels he has been unjustly disqualified, he will have the opportunity to bring this matter up at the Union Management Meeting.

ARTICLE 10 - WAGES

10.01 Wage increase of 1% effective January 29, 1999 wage increase of 1% effective January 1st, 2000, wage increase of 0.5% effective January 1st, 2001.

Additionally a cash bonus of \$1,000 per employee will be paid in January following year 1 and year 2 of the agreement if year end operating costs of US \$230 per oz. are attained. A bonus of \$500 per employee will be paid in July of 2001 if mid year operating costs of US \$230 per oz. are attained.

10.02 Effective January 29,1999 shift premiums will be fifty cents (\$0.50) per hour for afternoon shift 3:00 p.m. to 11:00 p.m. And fifty cents (\$0.50) per hour for those crews working night shift 7:00 p.m. to 3:00 a.m.

Effective January 1st,2000 shift premiums will be fifty five cents (\$0.55) per hour for afternoon shift 3:00 p.m. to 11:00 p.m. and fifty five cents (\$0.55) per hour for those crews working night shift 7:00 p.m. to 3:00 a.m.

Effective January 1st,2001 shift premiums will be sixty (\$0.60) per hour for afternoon shift 3:00 p.m. to 11:00 p.m. and sixty cents (\$0.60) per hour for those crews working night shift 7:00 p.m. to 3:00 a.m.

Effective January 29,1999 the shift premium for the mill crews working twelve (12) hour night shifts will be fifty-five cents (\$0.55) per hour.

Effective January 1st,2000 the shift premium for the mill crews working twelve (12) hour night shifts will be sixty cents per hour (\$0.60)

Effective January 1st,2001 the shift premium for the mill crews working twelve (12) hour night shifts will be sixty five cents per hour (\$0.65).

Effective January 29,1999 a shift premium of sixty cents (\$0.60) per hour worked, for the 11:00 p.m. to 7:00 a.m. shift.

Effective January 1st,2000 a shift premium of sixty-five cents (\$0.65) per hour worked, for the 11:00 p.m. to 7:00 a.m. shift.

Effective January 1st,2001 a shift premium of seventy cents (\$0.70) per hour worked, for the 11:00 p.m. to 7:00 a.m. shift.

10.03 Effective January 29,1999 a Sunday premium of one dollar and twenty-five cents (\$1.25) per hour worked. Effective January 1,2000 a Sunday premium of one dollar and fifty cents (\$1.50) per hour worked.

10.04

a) Tool Allowance to a maximum of two hundred & seventy five dollars (\$275.00) will be reimbursed to employees submitting receipts for tools purchased each year to employees working in the following classifications.

b) Electricians, Mechanics, Carpenters, Welders, Surface Pipefitters, Machinists, Plumbers.

c) The employees must have tools to the value of two hundred & fifty dollars (\$250.00) and the Company does not provide tools. Payment to be made on the first pay in December.

10.05 Steady Day Shift employees will be allowed one-half hour for annual chest X-rays, as well as any mandatory testing required by the Ministry of Labour.

10.06 Pay-day shall be every second Thursday.

10.07 Any employee who is required to instruct a training program employee as his regular helper will receive an allowance of twenty-five cents (25¢) per hour.

10.08 All surface trades classifications who are required to work below the collar shall be paid an additional 0.25¢ per hour for all such hours worked.

ARTICLE 11 - HOURS OF WORK AND OVERTIME

11.01 Underground - Approximately eight (8) hours collar to collar shall constitute a regular shift's work. Any delay due to necessary repair work or safety consideration or causes beyond the control of the Company shall be paid for on the basis of straight time only, but such time shall not be considered time worked for the purpose of computing weekly overtime. There will be an allowance of thirty (30) minutes for lunch during each shift but employees shall be under the Company's orders during this lunch period. The time taken in proceeding to and returning from the lunch place shall be included in the thirty (30) minutes in cases where the lunch is not eaten in the working place.

11.02 Surface Three-Shift Work - Eight (8) hours at the working place shall constitute a shifts' work. There will be an allowance of thirty (30) minutes for lunch during each shift but employees will be under Company's orders during the lunch period and will be expected to maintain supervision of their equipment.

11.03 Surface Day Shift - The working shift for surface day shift employees, except those on a three-shift schedule, shall be eight (8) hours at the working place with a lunch period of one-half (½) hour on the employee's own time.

11.04 Work Week - The work week for all underground and surface employees, excepting employees on three (3) shift operations, will be forty (40) hours per week. The work week for employees on three (3) shift continuous schedule will average forty-two (42) hours per week over a cycle of four (4) weeks. Employees working on the 12 hour shifts, continuous schedule, will average 42 hours per week, over a four (4) week cycle.

11.05

a) Overtime at the rate of one and one half (1 ½) times the employee's applicable rate shall be paid for all time actually worked by him in excess of his regularly scheduled hours per week. In respect to an employee on three (3) shift continuous schedules, overtime at the rate of one and one-half (1 ½) times the employee's applicable rate per hour shall also be paid for the time actually worked by him in excess of forty (40) hours per week or as reduced pursuant 9.06. In each case, overtime payment shall be subject to 11 .01 of this Article.

b) Where an employee has been granted a leave of absence for Union business, such time shall be recognised as hours worked for the purpose of calculating overtime.

11.06 Time allowed as overtime in any work day or paid at a premium in accordance with 9.01 and 9.02 shall not again be allowed as overtime or used for the purpose of calculating overtime in the work week.

11.07 Time worked by employees by mutual agreement between employees and with the approval of the Company for regularly scheduled shifts will not be paid for at overtime rates. Where the regularly scheduled shift includes a portion of overtime (mill/dredge), the replacement employees will be paid as per the original schedule.

11.08 The Company does not guarantee to maintain the work week or working hours presently in force.

11.09 The workweek shall commence with the day shift on Monday, for a period of seven (7) consecutive days and terminate at 7:00 a.m. on the following Monday.

11.10 In arranging work schedules for workers, an employee's two days off per week shall be consecutive.

11.11 All overtime work shall be shared as equitably as possible amongst those employees normally performing the work.

11.12 The Company shall provide transportation home to the employees who are required to work overtime, when the employee's regular transportation is not available.

11.13 The Company will provide adequate meals to those employees who are required to work more than five (5) hours beyond their last eating period. However, the foregoing will be upon the employee's request.

11.14 The Company agrees that no employee will be requested to change shifts during his work week with less than a minimum of 8 hours between shifts.

If the foregoing is not the case, the second shift will be paid at overtime rates.

ARTICLE 12 - GROUP SICKNESS AND ACCIDENT PLAN

12.01 *It is agreed that existing benefits accruing to employees under the Group Sickness and Accident Plan not otherwise mentioned herein shall not be changed or eliminated during the term of this Agreement.*

12.02 *The Company shall pay the full premiums for the benefits listed below for all employees who have completed their probationary period. The information below is only a brief description of the benefits and the Company shall ensure that all covered employees are provided with a booklet outlining the benefits in more detail as soon as the insurance carrier makes it available.*

a) *Life Insurance \$50,000.00; and Accidental Death and Dismemberment Insurance \$50,000.00 per employee for all accidental injuries.*

b) **Life insurance coverage for spouse \$7,500.00 and for each child \$4,500.00**

c) *Employer Health Tax*

d) **Weekly sickness and accidents benefits at \$500.00 for up to 26 weeks. The employees are eligible for the benefit starting on the first day of hospitalization, first day of an accident, the fourth day of illness.**

e) *A long term disability insurance plan for employees which provides for a monthly payment in the amount of \$1,200.00 per month commencing upon the expiry of the weekly sickness and accidents benefits until age 65 or death, whichever occurs first. The Company agrees to provide the necessary forms required to apply for LTD within 60 days prior to the expiration of Weekly Sickness and Accident. Effective for employees who qualify for LTD subsequent to ratification.*

f) *Canada Life Healthguard Benefits, or its equivalent, which includes a prescription drug plan covering 100% costs of prescription drugs.*

g) *Dental Benefits which include 50% of the cost of dentures and/or their maintenance and repair; and 50% of the cost of restorative; and 50% of the cost of orthodontics, with the current O.D.A. Schedule of Rates for the applicable year.*

h) **Vision Care Plan for prescription glasses or contact lenses for an employee or his immediate dependents, to a maximum amount of \$250.00 per family member, every two years.**

I) The Company will also pay one hundred percent (100%) of the costs of prescription safety glasses or one hundred dollars (\$100.00), which ever is the lesser, once in each twelve (12) month period for each employee.

At the sole discretion of the Company, an additional (\$25.00) may be provided to those employees who, due to their working conditions, may require more frequent replacement lenses. This additional twenty five dollars

(\$25.00) would be limited to two (2) times each calendar year. The supplier of the glasses will be standardized.

12.03 The benefits will be applicable effective on signing of this agreement for all current active employees which are eligible for benefits.

12.04 Pension benefit to increase for all service after January 1st, 1999 from \$30.00 to \$34.00 per month per year of credited service. Pension benefit to remain at \$30.00 per month per year of credited service for all years of service prior to January 1st, 1999.

12.05 Pension payments start on Normal Retirement Date and continue monthly for life. However, if the employee should die within 10 years after retirement, the pension payments will continue to be paid to the employee's beneficiary until payments have been made for at least 120 months in total to the employee/beneficiary.

12.06 The Normal Retirement Date is the first day of the month coinciding with or following the attainment of age 65. The employee may retire early at a reduced pension. The earliest date for early retirement is 10 years prior to Normal Retirement Date.

12.07 The Company's contributions to provide a pension benefit to employees will be vested to the employee upon completion of two (2) years of continuous service. Should an employee terminate his employment prior to retirement, he will be entitled to receive a pension amounting to his vested benefits at the age of retirement.

12.08 In the event of death prior to Normal Retirement, all the vested Company contribution will be payable to your beneficiary.

12.08 *The Company will retain the total amount of premium reduction provided by the Unemployment Insurance Commission as long as the Weekly Sickness and Accident Plan meets the Requirements of the Unemployment Insurance Commission for the premium reduction.*

ARTICLE 13 - REPORTING, EMERGENCY AND INJURY PAY

13.01 An employee who reports for work without having previously been notified not to report shall be given four (4) hours pay or four (4) hours work on a job other than his own, provided that in either case it shall be the rate which he normally receives. This shall not apply in case of fire, flood, breakdown of equipment or break in the power line or other causes beyond the control of the Company.

13.02 Employees who are called back to work outside their regular hours shall be paid for four (4) hours work at their regular rate or overtime whichever is the greater.

13.03 Injury - If an employee suffers an injury while at work, as a direct result of his work, and is sent home before the end of his shift by supervision, first-aid attendant or doctor, he shall be paid for the full shift at his normal rate of pay plus gold bonus.

Nothing in this Clause shall prejudice the Employee or the Company with respect to the intent, interpretation or regulations of the Workers' Compensation Act of Ontario.

13.04 A copy of the letter disputing any **Workplace Safety & Insurance Board** Claim will be sent to the Union or the Company by the disputing party.

ARTICLE 14 - VACATION

14.01 For the purpose of administering vacation pay, the anniversary date of the employee shall be the termination

of each vacation year.

14.02 An employee having completed one (1) year or more and less than three (3) years of continuous service as of his anniversary date, will be entitled to two (2) weeks vacation and to vacation pay at the rate of four percent (4%) of his earnings of the previous year.

14.03 An employee having completed three (3) years of continuation service as of his anniversary date will be entitled to three (3) weeks vacation and to vacation pay at the rate of six percent (6%) of his earnings of the previous year.

14.04 An employee who has completed ten (10) years of continuous service as of his anniversary date, will be entitled to four (4) weeks vacation and to vacation pay at the rate of ten percent (**10%**) of his earnings of the previous year.

14.05

a) An employee who has completed eighteen (18) years of continuous service as of his anniversary date, will be entitled to five (5) weeks vacation and to vacation pay at the rate of **twelve** percent (12%) of his earnings of the previous year.

b) An employee who has completed twenty-five (25) years of continuous service as of his anniversary date, will be entitled to six (6) weeks vacation and to vacation pay at the rate of **fourteen** percent (14%) of his earnings of the previous year.

14.06 The vacation shall be granted subject to the following conditions:

a) The vacation must be taken.

b) All employees must have vacation slips completed and approved by their respective Department Heads before leaving.

c) Vacation pay will be paid on the last preceding pay period prior to the employee's vacation.

d) During the first week of December of each year, the Company will post a list of those employees who have not taken their annual vacations.

14.07 An employee who quits or is laid-off will be paid the vacation allowance he would otherwise be entitled to.

14.08 The vacation period shall be between February 1st and November 30th except for special cases which must be approved by the Mine Manager or Acting Manager, on recommendation of the Department Head.

a) Employees who have filed their vacation schedule with the Company prior to February 15th will have priority over employees who have filed at a later date.

b) A Vacation List shall be posted in each department by February 1 st showing the name and seniority of each employee with the amount of vacation in weeks and the number of floaters which may taken.

c) *Employees will be notified by January 15th of any scheduled plant shutdown that will occur during the school vacation period, in which case employees would be obligated to take their vacation at that time.*

Employees would not be obligated to take their vacation during a plant shutdown that occurs outside the school

vacation period.

14.09 The wishes of the employee will be considered in allotting vacation times but the Company reserves the right to schedule vacation periods. However, to ensure the orderly and efficient operations of the Mine and Plant, such vacation periods may be rescheduled.

14.10 In cases of long lay-off due to accident or when payment under the sickness and accident policy have run out the Company may make payment for vacation pay to an employee on a compassionate basis should the employee so desire in lieu of vacation. Such payment will be cleared through the Department of Labour.

ARTICLE 15 - BULLETIN BOARDS

15.01 The Union shall have the exclusive use of 3 bulletin boards for the posting of Union notices. The boards will be lockable and used only by officers of the local Union, In the event of an objection by the Company to any posted material, it shall be removed pending a joint meeting of the Company and the Grievance Committee to resolve the matter.

ARTICLE 16 - SAFETY, HEALTH AND WORKING CONDITIONS

16.01 Preamble

a) The Occupational Health & Safety Act requires the establishment of **Joint Health, Safety & Environment Committees** where twenty or more workers are regularly employed at a workplace and to hold Joint Committee meetings on a regular basis.

b) It is our firm belief that through joint education programs, joint investigations of problems, and joint resolution of these problems, the workplace will be made safe and healthy for all employees.

c) The parties acknowledge that the proper functioning of the Joint Health & Safety Committee can only be carried out where the representatives of the Employer and of the workers are committed to these responsibilities. To effect, this, the undersigned undertake to make decisions that will be carried out by their representative organisations.

d) The parties hereto adopt these guidelines in good faith and agree to promote and assist the Joint Health and Safety Committee whenever and wherever possible.

e) The parties recognise the employer's right to conduct business within the constraints of provincial and federal law and an employee's right to working conditions which show respect for his health, safety and physical wellbeing.

FOR THE EMPLOYER FOR THE WORKERS

SAFETY COORDINATOR SENIOR WORKER
REPRESENTATIVE

16.02 Structure of Committee

.1 The Joint Health and Safety Committee (referred to hereafter as "The Joint Committee"), shall consist of ten (10) members, five (5) members selected by the employer and five (5) members selected by the Union (USWA). Alternates may be allowed, however, they shall only be used in emergency conditions and with the joint approval of the Co-Chairpersons.

Each party will supply a listing of two (2) alternates.

a) Whenever an alternate member is required to perform a duty under the Act or this Agreement, he shall have all the rights, powers and protection afforded a regular Committee member.

.2 The Joint Committee shall meet on a regular established schedule as follows: at least once each month, however changes in the schedule may be made if agreed upon by the Committee.

.3 There shall be two Co-Chairpersons, one (1) from the employer and one (1) from the workers, who shall alternate and chair at meetings.

.4 A Co-chairperson may, with the consent and approval of his/her counterpart, invite any additional person(s) to attend the meeting to provide additional information and comment, but they shall not participate in the regular business of the meeting.

16.03 Functions of Joint Committee

.1 To attain the spirit of the Occupational Health and Safety Act, the functions of the Joint Committee shall be:

a) To identify, evaluate and recommend a resolution of all matters pertaining to health and safety in the workplace to appropriate senior management.

b) To recommend and encourage adequate education and training programs in order that all employees are knowledgeable in their rights, restrictions, responsibilities and duties under the Occupational Health and Safety Act and the Regulations.

c) The Joint Committee will address matters related to Designated Substance Regulations and WHMIS where applicable.

d) To deal with any health and safety matter that the Joint Committee deems appropriate.

e) The Joint Committee, the Company and the Union recognises that the Occupational Health and Safety Act and the Regulations are a minimum standard which should be exceeded whenever practicable.

f) The Joint Committee may make a reasonable request for an analysis of the quality of the working environment when they have reason to believe that the working environment standards are not being maintained.

g) At the request of the Joint Committee, a knowledgeable member representing the workers shall be present during the testing or monitoring of the working environment.

h) All results of such analysis will be placed at the disposal of the Joint Committee.

I) When deviations from the standards occur or when any problem is identified, the Company, once notified, shall take the necessary measures to correct the situation.

j) The Joint Committee may recommend but shall not commit company funds or monies unless approved by Senior Management.

.2 The members of the Joint Committee who represent workers shall designate one of the members representing workers to inspect the physical conditions of the workplace, accompanied by a management member of the Joint

Committee, once a month.

a) Upon reasonable notification, and with the agreement of the chairpersons, such person(s) who, because of their knowledge, skills or training are in a position to assist and advise the Joint Committee, may accompany an inspector on inspections and/or investigations.

.3 All health and safety concerns raised during the physical inspection will be recorded on an appropriate workplace inspection form and signed by all members conducting the inspection.

.4 The workplace inspection form will be forwarded to the Joint Committee and to Senior Management within two working days of the workplace inspection.

.5 Recommendations of the Joint Committee

Senior Management will communicate in writing within twenty-one calendar days directly to the Co-chairpersons with regard to specific minutes from recommendations of the Joint Committee by giving their assessment of the problem, and outlining who is responsible for resolving the matter, along with a time frame in which the matter will be resolved.

.6 Accidents and Accompaniment

The Joint Committee will designate members and alternates if required, chosen by those they represent, to investigate all serious workplace accidents, and incidents that have the potential for a serious accident. The inspection team will be responsible for overseeing that the requirements prescribed in Section 25 and 26 of the Act are carried out.

a) In any incident or accident that warrants investigation, the scene of the event is to remain undisturbed where possible until the investigation is complete.

.7 Any two members from the Joint Committee, one from the Union and one from the Company, will accompany the Ministry of Labour Inspector while carrying out Ministry inspections of the workplace.

.8 The members of the Joint Committee representing workers shall designate a member or alternates if required, to investigate work refusals. Senior Management and the Ministry of Labour will be informed in writing, the names of worker(s) designated.

.9 It is agreed that no new substance, agent, material or chemical shall be introduced into the workplace environment without a review by the Joint Committee, of its ingredients and/or properties. Exceptions would be equipment made from known construction materials and other items of common material (i.e. Wood, steel, aluminium, etc.)

. 10 The Company will grant to the members of the Health & Safety Committee a leave of absence in order to participate in training, etc. up to an aggregate total of thirty (30) days per year, paid at the regular basic hourly rate of the employee plus any applicable gold bonus.

For such leave(s) of absence the Company will pay for the first fifteen (15) days, the balance will be paid by the Union.

16.04 Minutes of Meetings - The Joint Committee will designate a secretary for the meeting to take minutes and be responsible for having the minutes typed, circulated and filed within one calendar week of the meeting, or as the Joint Committee may from time to time instruct. Minutes of meetings will be reviewed, and edited where necessary by the Co-chairpersons, then signed and circulated to all Joint Committee members and a copy forwarded to the

Senior Management before any broader circulation takes place. Agenda items will be identified by a reference number, and be readily available in a proper filing system. Names of the Joint Committee members will not be used in the minutes except to record attendance.

16.05 Quorum - The Joint Committee shall have a quorum of four (4) members present in order to conduct business. One Co-Chairperson must be present in order to conduct business. If a Co-Chairperson is absent, the other Co-Chairperson will chair the meeting. The number of employer members shall not be greater than the number of worker members.

16.06 Payment for Attendance at Meetings - All time spent in attendance at Committee meetings or in activities relating to the function of the Joint Committee will be paid for at the member's current rate of pay for performing work, including all bonus (average bonus for the present bonus period), incentives, etc., and the time spent is to be considered time at work.

16.07 Meeting Agenda - The Co-chairpersons will prepare an agenda and forward a copy of the agenda to all Joint Committee members at least one week in advance of the meeting.

The Joint Committee may accept any item as proper for discussion and resolution pertaining to health and safety, except to amend, alter, subtract from or add to, any terms of the Collective Bargaining Agreement. All items raised from the agenda in meetings will be dealt with on the basis of consensus rather than by voting. Formal motions will not be used.

All items that are resolved or not will be reported in the minutes. Unresolved items will be minuted and placed on the agenda for the next meeting.

16.08 General - All employees will be encouraged to discuss their problems with their immediate supervisor before bringing it to the attention of the Joint Committee. The Joint Committee members will thoroughly investigate all complaints to get all the facts and will exchange these facts when searching for a resolution to the problem. All problem resolutions will be reported in the minutes.

Medical or trade secret information will be kept confidential by all Joint Committee members.

Any amendments, deletions or additions to these Guidelines must have the consensus of the total Joint Committee and shall be set out in writing and attached as an Appendix to these Guidelines.

Signed at KIRKLAND LAKE, Ontario, this 25TH day of JUNE, 1991.

JOINT COMMITTEE MEMBERS

ARTICLE 17 - COLLECTION OF DUES

17.01 The regular monthly dues of the Union will be deducted from the wages of each employee in the bargaining unit. The amount of such deduction shall be in accordance with instructions received in writing from the Union and the total amount deducted shall be forwarded to the Union. These monies shall be remitted to the Union not later than the 15th day of each month following the month in which the deduction is made.

17.02 The Union agrees to indemnify the Company and save it harmless against any claims which may arise in complying with this Article.

17.03 The Company will include on each employee's T-4 Slip the amount of Union dues paid during the year.

ARTICLE 18 - CONTRACTING OUT



18.01 It is the general policy of the Company not to contract out any Bargaining Unit work. The Company appreciates the Union's concern for its members with respect to contracting out and wherever possible, we will utilise our employees to perform work normally performed by such employees. In the future, if additional work is being considered for contracting out for a period in excess of ten (10) days, the Company will discuss and review the work in question with the Union committee of three (3).

Prior to this additional work being commenced, it is also agreed that if it becomes necessary for the Company to contract out work, then:

- a) no employee will be laid off,
- b) no employee will suffer from reclassification and/or reduction in his rate,
- c) no employee will be required to do work not normal to his job classification.
- d) Contractors will not perform work outside the scope of their contract with the Company,
- e) The Company further agrees that during the Union Management meetings the Company will include in its agenda provisions for discussing information concerning the status of contractors at the mine site.

ARTICLE 19 - ADDRESS - COMPANY AND UNION

19.01 The main address of the Company and Union is:

United Steelworkers of America CORPORATION Local 4584 P. O. Box 325 KIRKLAND LAKE, Ontario P2N 3H7	KINROSS GOLD Kirkland Lake Operation P. O. Box 550 KIRKLAND LAKE, Ontario P2N 3J7
---	--

ARTICLE 20 - TERMINATION AND RENEWAL

20.01 This Agreement shall become effective on January 1, 1999 and shall remain in effect until and including July 1, 2001 or any subsequent anniversary date. The parties will meet within fifteen (15) days after notification as above mentioned unless the time is extended by mutual consent in writing.

ARTICLE 21 - EDUCATION FUND

21.01 The Company shall pay one (1) cent per hour for each hour worked by the employees to an education fund to be administered by the Local Union. This money is to be sent to the Local Union quarterly.

ARTICLE 22 - NEW JOBS OR CHANGES

22.01 *In the event of a newly created job, or changes to present job classifications, or changes to the present wage schedule, such change shall be negotiated by the parties and incorporated in the wage schedule. However, in no case, will any new wage schedule exceed those as established by this Agreement. Failure of the parties to reach an agreement, the matter shall be processed in accordance to Article 6 - Adjustment of Complaints and Grievances - Section 6.04 (a). The decision of the Arbitrator shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.*

ARTICLE 23 - TECHNOLOGICAL CHANGES

23.01 "Technological changes" shall mean, in part, the introduction by the Company of a change(s) in the work, or a change(s) in the equipment or material from the equipment or materials previously used by the Company, or a

change(s) in the manner in which the Company carries on its work, related to the introduction of such equipment or material. In the event of technological change(s), the following measures shall be taken:

- a) an employee who is rendered redundant or displaced from his job as a result of technological changes shall have an opportunity to fill any vacancy for which he has seniority and is qualified to perform in a safe and efficient manner and, if there is no vacancy, shall have the right to displace employees with less seniority provided he is qualified to perform his job;
- b) it is agreed, where new or greater skills are required than are already possessed by the affected employee(s), such employee(s) shall be given a training period which will not exceed 25 days, to fulfil the requirements of the job in question, without reduction of hours of work and/or rates of pay.
- c) the employer shall notify the Union three (3) months before the introduction of any technological change which adversely affects the rights of employees or their wages or working conditions.

ARTICLE 24 - LETTERS OF UNDERSTANDING

24.01 It is understood that all Letters of Understanding or Intent shall become part of the terms, conditions and etc. as contained in the Collective Agreement.

25.01 *An employee will be paid a lump sum severance upon expiry of his recall rights under **clause 8.12 (e)**. If an employee elects, prior to the expiry of his recall rights under clause 8.12 (e) to be paid a lump sum severance after layoff, he will relinquish all rights to recall.*

*The amount of severance to be paid under this clause will be an amount equal to **forty (40) hours wages for each year of service provided the employee has completed one year of service with the Company.** The amount of severance will be determined by the wages in effect at the date of layoff*

FOR THE UNION

Steve Yee - President

Ted Chalifoux - Member of the Negotiating Committee

Roger Danis - Member of the Negotiating Committee

Jim Kmit - Staff Representative - U.S. W.A.

FOR THE COMPANY

Steve Grinius, Mine Manager

Bruce Royal, Superintendent-Human Resources

Dwayne Plamondon, U/G Superintendent

Ray Belecycue, Mill Superintendent

APPENDIX "A"
KINROSS GOLD CORPORATION - MACASSA MINE
SCHEDULED WAGE RATES

UNDERGROUND DEPARTMENT

	Present	January 29/99	January 1/2000	January 1/2001
Shaft Inspector & Maintenance Shaftman & Maintenance	\$20.67	\$20.88	\$21.08	\$21.19
Miner Class 1				
Miner, Timberman, Trackman Shaftman, Cage/Skiptender Sanitation, Pipefitter	\$20.23	\$20.43	\$20.63	\$20.74
Miner Class 2				
Deckman, Motorman/Chutepuller Miner, Timberman Trackman	\$20.03	\$20.23	\$20.43	\$20.53
Miner Class 3				
Helpers, Chutepullers	\$18.93	\$19.12	\$19.31	\$19.41
U/G Labourers	\$18.48	\$18.66	\$18.85	\$18.95

**MECHANICAL/ELECTRICAL &
SURFACE DEPARTMENTS**

Electrical & Mechanical Technician, Pipefitter/Fire Chief	\$22.35	\$22.57	\$22.79	\$22.91
Electrical/Mechanical & Surface Leader, Machinist/Chief, Finishing Carpenter	\$21.61	\$21.83	\$22.04	\$22.15
Tradesman Class 1				
Machinist, Welder, Mechanic, Electrician, Carpenter, Pipefitter, Hoistman, Drill Repairman, Dredge Operator	\$21.26	\$21.47	\$21.69	\$21.80
Pumpman	\$20.62	\$20.83	\$21.03	\$21.14

Tradesman Class 2
Machinist, Welder, Mechanic,

Electrician, Carpenter,

Bit Grinder, Pumpman, Heavy Equipment
Operator, Electrical Lamptender,
Screen Plant Operator

	\$20.16	\$20.36	\$20.56	\$20.67
Truck Driver	\$19.95	\$20.15	\$20.35	\$20.45

Tradesman Class 3

Trades Helpers, Lamptender, Dryman,
Night Watchman, Truck Driver,

	Present	January 29/99	January 1/20	January 1/2001
Dredge Helper	\$18.93	\$19.12	\$19.31	\$19.41
Labourers	\$18.47	\$18.65	\$18.84	\$18.94

NOTE: Hoistmen, requiring Compressor Papers Additional 25¢ per hour

MILL (Assaying & Crushing) DEPARTMENT

Mill Class 1

Solution Operator, Refinery/Furnaceman,
Assay Relief, Alternate,
Crushing Plant Operator

	\$21.26	\$21.47	\$21.96	\$22.07
A.A. Operator	\$20.67	\$20.88	\$21.08	\$21.19

Mill Class 2

Grinding Operator, Refineryman, Assay
Crusher and Assistant on A.A.
Exp. Laboratory

	\$20.08	\$20.28	\$20.48	\$20.58
--	---------	---------	---------	---------

Mill Class 3

Operator's Helper, Assay Crusher
Refinery Helper

	\$18.93	\$19.12	\$19.31	\$19.41
Mill Labour	\$18.48	\$18.66	\$18.85	\$18.95

SCHEDULE "A"
LETTER OF UNDERSTANDING

January 29 1999

1. Oil pants and jackets will be supplied to the following shaft crews:

*All regular cagetenders,
two (2) sets per year.
The regular Shaft Inspector,
two (2) sets per year.
All regular deckmen,
one (1) set per year.
Pipefitter
one (1) set per year.*

2. Dayshift Starting Time

The original starting time of work was established 50 years ago, under different time, conditions and life styles. Accordingly, we feel very strongly that in order for us to maintain a SAFE and EFFICIENT mining operation, we must maintain the current starting time. However, if necessary and providing that a majority of the employees involved wanted a change back to the ½ hour earlier starting time of 6:50 a.m. (now 7:20 a.m.) then we could consider the change for the summer months of June, July and August.

SCHEDULE "B"

LETTER OF UNDERSTANDING

- a) The Company will post the incentive standards and rates on the mine bulletin boards and supply the Union with a copy.
- b) The Company will post the bonus earnings of all employees as soon after they are calculated as possible.
- c) The Company will give each employee on bonus a statement of how his bonus was calculated.
- d) The Company agrees that the Mine Superintendent will meet with the Union President once per month or as mutually agreed upon, to address any concerns regarding the incentive/bonus system.

SCHEDULE "C"

LETTER OF UNDERSTANDING

January 29/1999

Mr. Steven Yee, President
United Steelworkers of America
P. O. Box 325
Kirkland Lake, Ontario
P2N 3H7

Dear Sir:

It is understood, that subsequent to ratification of the agreement, an active employee who becomes absent from work due to illness, or non-occupational accident for a period equal to his plant seniority or for twenty-four (24) months, whichever is the greater of the two, or until he reaches the retirement age of 65 years, will receive health benefits as outlined in Article 12 of the Collective Agreement.

When an employee receives long-term disability coverage, the Company's pension contributions, holidays and floaters, will be suspended. However, his accrued vested pension benefits will be available as a pension upon retirement. Also the current group life insurance coverage will remain in effect to age 65.

This understanding does not apply to employees who are still absent from work due to sickness or a non-occupational accident, which occurred prior to July 5th, 1985.

Steve Grinius,
Mine Manager

SCHEDULE "D"

LETTER OF UNDERSTANDING

January 29/1999

Mr. Steven Yee
President
United Steelworkers of America
P. O. Box 325
Kirkland Lake, Ontario
P2N 3H7

RE: Section 8.08

This letter will confirm that the line of progression referred to in section 8.08 shall exist in the Mill commencing with the job of Grinding Operator, progressing to Solution Operator and ending with Alternate.

Continuous operating seniority in the Grinding Operation shall be the determining factor in all promotions to the Solution Operator. Continuous operating seniority in the Solution Operation shall be the determining factor in all promotions to the Alternate.

Yours truly,

Steve Grinius
Mine Manager
KINROSS GOLD CORPORATION
Kirkland Lake Operation

SCHEDULE "E"
LETTER OF UNDERSTANDING

January 29 1999

Mr. Steven Yee, President
United Steelworkers of America
Local 4584, P. O. Box 325
Kirkland Lake, Ontario
P2n 3H7

RE: Alcohol and Drug Addiction

Dear Sir,

The Company recognises that an employee, incapable of performing his or her normal duties due to drug/alcohol addiction will have the opportunity to receive treatment when otherwise would have been discharged.

Due to the complexity of drug and alcohol addiction each case will be handled in a confidential manner on an individual basis. The Company will consider recommendations from the Employee Assistance Program Co-ordinator prior to implementing a program of rehabilitation.

It is understood that during the rehabilitation period, he or she will remain as an employee of the Company providing the employee fully co-operates with the program.

Yours very truly,

Steve Grinius
Mine Manager
KINROSS GOLD CORPORATION
Kirkland Lake Operation

SCHEDULE "F"

LETTER OF UNDERSTANDING

January 29/1999

Mr. Steven Yee, President
United Steelworkers of America
Local 4584
P. O. Box 325
Kirkland Lake, Ontario
P2N 3H7

RE: Students

Dear Steven

The Company agrees to adopt the following policy with regard to the employment of students.

Students who are hired for temporary work shall be permitted to remain on the job only as long as their school vacation lasts (or four months for Waterloo Co-operative Program Students) and at this time their services as a student will be terminated. A student may be rehired as a permanent employee with all rights starting at the date of re-hire. No student will be employed by the Company while any member of the Bargaining Unit is on lay-off status.

Yours truly,

Steve Grinius
Mine Manager
KINROSS GOLD CORPORATION
Kirkland Lake Operation

SCHEDULE "G"
LETTER OF UNDERSTANDING

January 29/1 999

Mr. Steven Yee
United Steelworkers of America
Local 4584
P. O. Box 325
Kirkland Lake, Ontario
P2N 3H7

Dear Sir:

This letter will confirm that the Company intends to practice the policy, where it does not conflict with seniority rules or the efficient operations of the workplace, of having the first crew to start a workplace being the last one to leave it.

Yours very truly,

Steve Grinius
Mine Manager
KINROSS GOLD CORPORATION
Kirkland Lake Operation

SCHEDULE "H"
LETTER OF UNDERSTANDING

January 29/1 999

Mr. Steve Grinius
Mine Manager
KINROSS GOLD CORPORATION
Kirkland Lake Operation
Box 550
Kirkland Lake, Ontario
P2N 3J7

Dear Mr. Steve Grinius

The purpose of Article 23, Section 23.01 is to afford the bargaining agent proper notification in regards to the company implementing Technological Change in any section of their plant or plants that will adversely affect employee(s) through hardship or lay-off, loss of wages or change in working conditions.

This Section in no way prevents the Company from introducing Technological Change, but before doing so, it must notify the bargaining agent in order that both parties shall discuss the effects of Technological Change on the Members of Union Local 4584, United Steelworkers of America.

SIGNED:
Steven Yee

Steve Grinius

SCHEDULE "T"
LETTER OF UNDERSTANDING

January 29/1999

RE: 12 Hour Workday

On December 1 st, 1980, at our Union-Management meeting the employees made a formal request for beginning a 12 hour workday. The people affected with the 12 hour day are the ball mill and solution operators who normally work an 8 hour shift on around the clock basis - seven day week operation (operators and alternates).

Terms:

The basic understanding of entering into this agreement is that the 12 hour workday does not cost the Company any more that it would under the normal 8 hour arrangement and also that the employees would earn no less than they would under the 8 hour workday.

Since both Company and Employees agree, then additional language will not be necessary, if questions should arise concerning work schedules, overtime, vacation, etc. all questions would be answered by referring to our Collective Agreement and applying the basic understanding.

(8.16) Eligibility for bereavement pay would be on the basis of 12 hours for each scheduled day of work while on bereavement leave, but in no event more than the amount that they would have been eligible for under the 8 hour provision for the duration of the bereavement leave.

(8.17) Jury duty for those employees called to serve as a juror or crown witness (witness for the state) would be paid for all hours lost from scheduled work, less any amounts that they received from the court for their appearance.

(9.02) Floating holidays will be based on actual hours, example 3 floaters on 8 hour day would represent 2 floaters on 12 hour day.

(9.03) & (11.05) Holiday premium would be paid at the rate of time and one half for all hours worked except for Christmas, Boxing Day, and New Year's where the holiday premium would be paid at two times the hourly rate for all hours worked.

(9.04) A holiday not worked but which the employee was entitled to holiday allowance would be paid at 8 times the employee's normal hourly rate.

(9.07) & (11.04) & (11.05) The work schedule a copy of which is attached, provides for an average of 42 hours of work per week in a four week scheduling cycle. Our labour agreement provides for overtime to be paid after 40 hours in a work week or 8 hours in a workday.

Our arrangement with the 12 hour workday is that the employees will be paid the premium rate for work in excess of 12 hours in a scheduled workday and for work in excess of 36 hours in a work week in which they are scheduled to work 36 hours and in excess of 44 hours in a work week in which they are scheduled to work 48 hours.

It is agreed that an employee would not be required to work more than 16 consecutive hours before being excused to go home.

Replacement coverage, when required, will be selected in the following manner:

- a) An available employee who is on the same shift.
- b) An employee in the same classification on days off.
- c) Any other employee on their days off.

The foregoing arrangement is subject to withdrawal or cancellation by either the Union or the Company following a 30 day notice to the other party.

Steve Grinius
Mine Manager

Steven Yee
United Steelworkers of America, Local 4584

WORK SCHEDULE FOR PROPOSED 12 HOUR SHIFT

CREW	SMTWTFS	SMTWTFS	SMTWTFS	SMTWTFS
A	- - NN - -D	DD - - NN -	- - DD - -N	NN - - DD -
B	DD - - NN -	- - DD - -N	NN - - DD -	- - NN - -D
C	- - DD - -N	NN - - DD -	- - NN - -D	DD - - NN -
D	NN - - DD -	- - NN - -D	DD - - NN -	- - DD - -N

SCHEDULE "J"
LETTER OF UNDERSTANDING

January 29/1999

Steven Yee, President
United Steelworkers of America
Local 4584
P. O. Box 325
Kirkland Lake, Ontario

Dear Sir:

RE: Chief Security Officers and/or Plant Security Guards

Due to a number of major reasons, at some point in the future, our tentative plans are to hire a qualified Chief Security Officers and Plant Security Guards for our total Kirkland Lake area. Thereby, covering security in the form of Bullion Protection, Plant Theft Control, Fire Protection, General Plant Security in all respects.

Accordingly, these new employees will be on our staff payroll and will be excluded from employees bargaining group (now and/or in the future).

It is also fully understood that no employee(s) would be laid off and/or have a reduction in their rate of pay, due to the foregoing new Plant Security Program.

Yours truly,

Steve Grinius,
Mine manager
KINROSS GOLD CORPORATION
Kirkland Lake Operation

The Union, if in agreement with aforementioned terms and conditions regarding the matter in question, hereby, confirm their agreement by signing below.

Steve Yee, Union President

SCHEDULE "K"
LETTER OF UNDERSTANDING

January 29/1 999

Mr. Steven Yee
President
United Steelworkers of America
P. O. Box 325
Kirkland Lake, Ontario
P2N 3H7

RE: Humanitarian Fund

Dear Sir:

This letter will confirm that the Company, as agreed upon during 1988 negotiations, will match 1 ¢ for 1 ¢, the monies contributed by the workers at our Kirkland Lake Operation to the Humanitarian Fund. These monies will be submitted on a monthly basis.

Yours truly,

Steve Grinius
Mine Manager
KINROSS GOLD CORPORATION
Kirkland Lake Operation

SCHEDULE "L"
LETTER OF UNDERSTANDING

January 29/1 999

Mr. Steve Yee
President
United Steelworkers of America
P. O. Box 325
Kirkland Lake, Ontario

RE: Article 10.05 - Contract Negotiations 1988

The parties mutually agree that the Company Safety & Personnel Director will meet with the Union co-chairman of the Health & Safety Committee to establish policies and practices as necessary ensuring that all medical examinations and monitoring of hazardous substances are identified and scheduled as required.

Yours truly,

Steve Grinius
Mine Manager
KINROSS GOLD CORPORATION
Kirkland Lake Operation

SCHEDULE "M"
LETTER OF UNDERSTANDING

Mr. Steven Yee
United Steelworkers of America
Local 4584
P. O. Box 325
Kirkland Lake, Ontario
P2N 3H7

Dear Sir:

Please be advised that effective the date of signing of this collective agreement, a notice will be posted by the Department Head covering any acting supervisory appointments. The notice will state the name of the temporary supervisor, the job capacity, commencement and completion dates of the appointment and the person to whom the acting supervisor is reporting to.

These notices will apply where the appointment is for one (1) week duration or more.

Yours truly,

Steve Grinius
Mine Manager
KINROSS GOLD CORPORATION
Kirkland Lake Operation

SCHEDULE "N"
LETTER OF UNDERSTANDING

January 29/1 999

Mr. Steven Yee, President
United Steelworkers of America
Local 4584
P. O. Box 325
Kirkland Lake, Ontario
P2N 3H7

Dear Sir:

This letter will confirm our agreement reached during negotiations as follows. All presently active employees and those employees on early Macassa retirement, who retire during the first two years of this three year agreement will receive a pension of \$21.00 per month per year of service for the period July 5th, 1988 up to the date of their retirement.

Yours truly,

Steve Grinius
Mine Manager
KINROSS GOLD CORPORATION
Kirkland Lake Operation

SCHEDULE "0"
LETTER OF UNDERSTANDING

January 29 1999

Mr. Steven Yee
United Steelworkers of America
Local 4584
P. O. Box 325
Kirkland Lake, Ontario
P2N 3H7

Dear Sir:

In lieu of Schedule "0" the Company will undertake, during the life of this agreement, to pay to those employees who attain the normal retirement age of 65 a one-time cash payment of \$750.00 upon retirement.

Yours truly,

Steve Grinius
Mine Manager
KINROSS GOLD CORPORATION
Kirkland Lake Operation

SCHEDULE "P"
LETTER OF UNDERSTANDING

January 29 1999

Mr. Steven Yee
United Steelworkers of America
Local 45 84
P. O. Box 325
Kirkland Lake, Ontario
P2N 3H7

Dear Sir:

RE: Safety Apparel

Effective January 1, 1999, the Company will have available a \$150.00 credit per man per year for the purchase of safety apparel. Any amount not used may be carried over to the next year.

Yours truly,

Steve Grinius
Mine Manager
KINROSS GOLD CORPORATION
Kirkland Lake Operation

SCHEDULE "Q"
LETTER OF UNDERSTANDING

January 29/ 1999

Mr. Steven Yee
United Steelworkers of America
Local 4584
P. O. Box 325
Kirkland Lake, Ontario
P2N 3H7

Dear Sir:

The Company agrees to intercede on employee's behalf with Canada Life in case of a dispute over a worker's claim with the **W.S.I.B.**

Yours truly,

Steve Grinius
Mine Manager
KINROSS GOLD CORPORATION
Kirkland Lake Operation

SCHEDULE "R"
LETTER OF UNDERSTANDING

January 29 1999

*The Union desires that the Local Union President be scheduled on a steady **dayshift** basis. The Company and the Union shall meet to review the list of jobs which are regularly scheduled on a day shift basis. If the Local Union President is assigned to one of these jobs by mutual agreement between the Company and the Union, such assignment shall not be a violation of this Collective Agreement and shall not be grieved or processed to arbitration.*

SCHEDULE "T"
LETTER OF UNDERSTANDING

January 29/1999

An employee may contact the Employee Assistance Co-ordinator for referral for assistance with personal problems which affect the employee's ability to perform his or her normal duties.

GRIEVANCE PROCEDURE - SHORT SUMMARY

STEP NO. 1

Within: 7 days of occurrence.

Verbal: By aggrieved employee alone, or

Written: By aggrieved employee with Union Steward with Foreman, who replies within 4 days.

STEP NO. 2

Written: Within 5 days of reply.

By. Aggrieved employee with Union Steward.

With: Department Head or his appointee within 72 hours.

STEP NO. 3

Within: 5 days of receipt of Department Head's or his appointee's reply.

By. Union Representative

With: Manager or his appointee

STEP NO. 4

Arbitration: Within 30 days of Manager's reply.

The Company does not have plans to make any changes that the Union has not already been informed about.

TEN STEPS TO ACCIDENT PREVENTION

- Correct, or report, unsafe conditions.
2. Use, adjust and repair equipment only when authorised.
 3. Follow instructions; don't take chances. If you don't know, ask!
 4. Help keep everything clean and orderly.
 5. Report all injuries; get first aid promptly.
 6. Use the right tools and equipment for the job; use them safely.
 7. Wear prescribed protective equipment; wear safe clothing; keep them in good condition.
 8. Don't horseplay; avoid distracting others.
 9. When lifting, bend your knees; get help with heavy loads.
 10. Comply with all safety rules and signs.

REMEMBER

**SAFETY IS
EVERYONE'S RESPONSIBILITY**