

AGREEMENT

Between

PLACER DOME CANADA LIMITED
Dome Mine

South Porcupine, Ontario

and

UNITED STEELWORKERS
OF AMERICA

Dated October 31, 1993

JUN 11 8 1994

00113 (05)

INDEX

Page #

Apprenticeship Program.....	31
Arbitration	16
Benefits	61
Group Life Insurance	62
OHIP.....	63
Drug Plan and Extended Health Care	63
Vision Care Benefit Plan	63
Weekly Indemnity	64
Long Term Disability	65
Dental Plan	65
Pensions	66
Bulletin Boards	46
COLA	76
Definition..	1
Discharge Cases..	19
Funeral Leave	49
Grievance Procedure	6
Stage One	7
Stage Two	8
Stage Three	8
General	10
Stewards and Grievance Committeemen	14
Health and Safety	51
Holidays	40
Annual Vacation with Pay	32
Employment Anniversary Day & Floater	40
General Holidays	40

Hourly Wage Rates	69
Mine Department Lines of Progression	71
Mill Department Lines of Progression	72
Plant Department Lines of Progression	74
Hours of Work and Overtime	33
Job Posting	24
Jury Duty and Crown Witness.	50
Leave of Absence	28
Management's Rights	4
No Cessation of Work.....	19
No Discrimination	5
Notices	47
Rates of Pay	43
Recognition	3
Seniority	21
Temporary Employees	27
Special Training	30
Layoffs	22
Shift Premium	45
Sunday Premium	45
Term of Agreement	68
Union Security	48
Worker Health & Safety Representative's Job Description	52-61

THIS AGREEMENT made as of the 31st day of October 1993.

BETWEEN:

PLACER DOME CANADA LIMITED - Dome Mine, a Company incorporated under the laws of the Dominion of Canada, hereinafter called the "Company"

OF THE FIRST PART

- and -

UNITED STEELWORKERS OF AMERICA, hereinafter called the "Union"

OF THE SECOND PART

WITNESSETH that the parties hereto agree as follows:

**ARTICLE 1
DEFINITION**

1.01 (a)

The words "employee" or "employees" wherever used in this Agreement shall mean respectively an employee or employees included in the bargaining unit defined in the Certificate of the Ontario Labour Relations Board dated the 27th day of May, 1969, unless it appears otherwise from the context, as follows: All

employees at its mine, mill and plant in the Townships of Tisdale, Whitney, and Shaw in the District of Cochrane, save and except shift bosses, foremen (including assistant foremen) and training supervisors, persons above the rank of shift boss, foreman (including assistant foreman) or training supervisor, office and clerical staff (including those in the Mine, Mill, Warehouse and Yard Offices), Engineering Department, Geological Department (other than samplers), Refiner, Assistant Refiner, Chief Assayer, Assistant Assayer, Security Guards, Head Gateman, persons regularly employed for not more than twenty-four hours per week and students employed during the school vacation period.

1.01 (b)

The school vacation periods are defined as April 15th to September 15th and December 15th to January 3rd.

1.02

For convenience and dealing with this Collective Agreement, the departments shall be Mine, Mill, Plant.

ARTICLE 2 RECOGNITION

2.01

The Company recognizes the Union as the sole and exclusive bargaining agent for all its employees included in the bargaining unit defined in Article 1 with respect to rates of pay, hours of work and other working conditions as set out in this Agreement.

2.02

Supervisors shall not perform work which deprives a bargaining unit employee of his regular work or overtime opportunity. A supervisor may perform such work for the purpose of instructing employees, or to familiarization, training, experimentation, demonstration or where there is an emergency.

If an employee is deprived of his regular work or overtime opportunity due to a violation of the above, such employee shall be compensated for any loss of earnings incurred.

2.03

The Company recognizes the concern of the Union concerning "contracting out". In view of this, the Company will contract out if necessary work cannot be done in a timely way due to pressure of other work, lack of expertise, or where there is a consistent cost advantage.

Conversely, where the Company can match or beat outside costs and have the time to do the work with available manpower, the Company will not contract out.

ARTICLE 3 MANAGEMENT

3.01

The Union agrees that the Company has the exclusive right and power:

- (a) to maintain order, discipline and efficiency, to be the judge of the qualifications of employees, to make, alter and amend rules of conduct and procedure for employees;
- (b) to hire, discharge, classify, direct, transfer, promote, demote, lay-off, suspend or discipline employees, provided, however, that any exercise of these rights in conflict with the provisions of this Agreement or a claim that an employee has been discharged or disciplined without just cause shall be subject to the provisions of the Grievance Procedure; and
- (c) generally to manage the enterprise in which the Company is engaged and, without restricting the generality of the foregoing, the right to plan, direct and control operations, determine the number of personnel required from time to time, the number and location of plants, operations and facilities and the methods, procedures, equipment, machines and tools in connection

therewith, the schedules of work and production, the extension, limitation, curtailment or cessation of operations and all other rights and responsibilities of management not specifically modified elsewhere in this Agreement.

ARTICLE 4 NO DISCRIMINATION

4.01

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.

4.02

No person shall be required, as a condition of employment, to become or remain a member of any union or trade union, and no statements or representation to the contrary shall be made.

4.03

There shall be no solicitation of membership in any union organization or collection of union dues or any union activity (except as set out in the Grievance Procedure) on the Company's time or on the Dome Mine and Plant property, except as specifically permitted in writing by the Company.

4.04

Casual conversation which does not interfere with the work of any person employed by the Company shall not be regarded as Union activity.

**ARTICLE 5
GRIEVANCE PROCEDURE****5.01**

Employees are urged to attempt to settle any complaints or grievances with their immediate shift bosses or supervisors before proceeding with the Grievance Procedure.

5.02

It is agreed that the settlement of any grievance shall not be construed as a precedent and shall not be binding on the Company or the Union in respect to any other grievance.

5.03

Nothing in this Agreement shall be construed to limit or impair the right of any employee to present any complaint directly to any representative of the Company.

5.04

Should any difference as to the interpretation, application, administration or alleged violation of the provisions of this Agreement arise between the Company and the Union or any employee and in the latter case, if the employee should wish to present his difference through the procedure set out below instead of presenting it directly to a representative of the Company, an earnest effort shall be made to settle such difference in the following manner:

STAGE ONE:

5.05

The employee (accompanied and represented by a Steward who is reasonably familiar with the work on which the employee is engaged) shall, providing it is done within ten (10) calendar days after the circumstances giving rise to the alleged grievance have originated or arisen, present his complaint in writing to his immediate Supervisor, and if within seven (7) calendar days from the time when such complaint was made to the immediate Supervisor a decision satisfactory to the employee is not given to him, then —

STAGE TWO

5.06

Before proceeding further with the matter such representations shall be stated by the employee in writing signed and presented by him (accompanied by his Steward), within seven (7) calendar days after the decision of the immediate Supervisor for Stage One has been given or if no decision was given, then within seven (7) calendar days from the expiry of the time period for giving such decision. Such written representations shall be presented to the Department Superintendent or his designate from time to time to handle such matters at Stage Two. The Department Superintendent or his designate may be accompanied by other officials of the Company. The Department Superintendent or his designate shall give his decision in writing within seven (7) calendar days from the date upon which such representations were presented to him and if the matter is not satisfactorily disposed of, then —

STAGE THREE

5.07

Notice in writing requesting further consideration of the matter shall, within seven (7) calendar days after the decision of the Department Superintendent or his designate for Stage Two has been or should have been given, be given by the Grievance Committee to the Mine Manager or his designate to handle such matters at this Stage Three, The Mine Manager or his designate shall notify the Union of the time and place at

which he will meet the Grievance Committee to discuss the matter. At such time, the representations in writing presented at Stage Two indicating the nature of the grievance and the remedy sought shall be presented to the Mine Manager or his designate by the employees and not less than two (2) and not more than three (3) members of the Grievance Committee. The Mine Manager or his designate may, if he desires, be accompanied by other officials of the Company. At this meeting, such representations and the decision of the Department Superintendent or his designate for Stage Two shall be considered. At the inception of or during this Stage Three, the Company or the Union may require that a Staff Representative of the Union be present at such meeting. Every effort will be made to settle such difference within seven (7) calendar days from the date upon which the Mine Manager or his designate for Stage Three received written notice of the matter as above set forth and the Mine Manager or his designate shall give the decision in writing on behalf of the Company within such seven (7) calendar day period.

GENERAL

5.08

The Company will forward to the Union written notification of Management Representatives or the position designated to handle the matters of the Grievance Procedure.

5.09

If no Management Representative shall have been designated by the Company for any of the stages through which a matter must proceed, such matter may proceed directly to the next higher stage for which a Management Representative has been named.

5.10

Any and all time limits fixed by this Article for the taking of action by either party or by an employee may at any time be extended by agreement in writing signed by the Management Representative of the Company for Stage Two or Three and a Steward or the Local Staff Representative.

5.11

Any difference which arises directly between the Union and the Company concerning the interpretation, application, administration or alleged violation of this Agreement (which shall not include matters upon which an employee(s) is personally entitled to grieve) will be submitted in writing by either party to the other within seven (7) calendar days following the origination or occurrence of the circumstances giving rise to

the alleged grievance at Stage Three. The decision of the Company or the Union, as the case may be, shall be given within seven (7) calendar days after such meeting.

5.12

Where two (2) or more employees in the same department have identical complaints concerning the interpretation, application, administration or alleged violation of this Agreement, such complaint shall constitute a group grievance and commence at Stage Two within seven (7) calendar days after the circumstances giving rise to the alleged grievance have originated or occurred. A group grievance shall be presented by at least two employees from the group concerned or a greater number if mutually agreed on, accompanied by the appropriate number of Stewards or Grievance Committeemen as permitted in the various Stages.

5.13

In the event that any difference concerning the interpretation, application, administration or alleged violation of this Agreement shall not have been satisfactorily settled under the foregoing provisions, the matter may then, by notice in writing given by one party to the other within fourteen (14) calendar days from the giving of the decision of the Management Representative at Stage Three or the decision in Section 5.11 be referred to arbitration as hereinafter provided. If no decision be given within the applicable period allowed above for the purpose, notice of arbitration may be given

within fourteen (14) calendar days after the expiration of such period.

5.14

Should any difference arise between the Company and the Union or between the Company and any employee concerning the interpretation, application, administration or alleged violation of this Agreement, or should any discharged employee believe that he has been discharged in violation of the provisions of this Agreement and should either party or an employee desire to take advantage of the procedure provided for in this Article, each step in such procedure (including any reference to arbitration) required to effect a satisfactory disposition of the matter shall be taken by such party or such employee within the time limits set forth in this Article or in the Article concerning Discharged Cases, as the case may be, or the matter shall be deemed to have been settled or abandoned.

5.15

If any dispute affecting an employee's rate of pay is finally settled in his favour and provided that the grievance was presented in writing within seven (7) calendar 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 seven (7) calendar day period, any adjustment shall be made effective as of the day the grievance was presented in writing.

5.16 (a)

Any misunderstanding in relation to contract bonus received will not be considered under the Grievance Procedure until it has been taken up with the Bonus Department by the employee who is directly concerned within seven (7) calendar days after receiving the bonus cheque or the posting of the "bonus sheet" whichever is the later.

5.16 (b)

(1) For the information of those employees involved, the Company will post contract rates in the mine dry for all elements of measurable work used in monthly calculations of bonus earned.

(2) Print-outs of each month's bonus calculations for each contract will be made available to the main contractor (on each of two shifts where applicable), for posting on a bulletin board in the mine dry and for the shifter's office.

STEWARDS AND GRIEVANCE COMMITTEEMEN

5.17

The Stewards and Grievance Committeemen herein referred to shall be appointed by the Union from employees having completed their probationary period, whose duties shall be to assist employees in the area the Steward or Committeeman represents in presenting alleged Grievances under the Grievance Procedure. Their number in the aggregate shall not be more than one (1) for each twenty-five (25) employees, with a minimum of four (4) allowed.

5.18

The Union shall from time to time notify the Company in writing of the names of the employees who are serving as Stewards and Grievance Committeemen, together with the areas each represents. The Company shall not be required to recognize them until so notified.

5.19

Grievance meetings shall, as far as possible, be carried out during the regular hours of the day shift. Where a grievance meeting occurs during the working hours of an employee and/or steward in attendance, the Company will pay for the time spent by the employee and or steward in attending such meeting which falls within his working hours.

5.20

The Union acknowledges that Stewards and Grievance Committeemen have regular duties to perform on behalf of the Company. If a Steward or Grievance Committeeman requires time off during working hours to attempt to settle a grievance or attend a meeting with the Company, he shall request the permission of his immediate supervisor, stating the reason for his request, which permission shall not be unreasonably denied.

5.21

If an attempt to settle a grievance involves any employee entering any department or section of the property other than his authorized working place, or if it involves the investigation of the condition of a working place or of equipment, he must carry a written permission for that purpose from his Department Head or the Manager to be obtained through his immediate Supervisor. He will be accompanied on such investigation by the Manager or his designated representative and the immediate Supervisor in the department, section or place concerned.

ARTICLE 6 ARBITRATION

6.01

When either party requests that any matter be submitted to arbitration as herein before provided, it shall make such request in writing addressed to the other party to this Agreement, and at the same time nominate an arbitrator. Within ten (10) days thereafter, the other party shall nominate an arbitrator; provided, however, that if such party fails to nominate an arbitrator as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking arbitration

The two arbitrators so nominated shall confer within five (5) days and shall attempt to select by agreement a Chairman of the Arbitration Board. If they are unable to agree upon such a Chairman within such period, they shall then request the Minister of Labour for the Province of Ontario to appoint an impartial Chairman, provided that the Chairman shall be selected from other than the Civil Service and shall be chosen having regard to his impartiality and his qualifications in interpreting collective bargaining agreements, At any time, the parties may, by mutual agreement, use a single arbitrator.

6.02

In any arbitration the written representations of the employee or employees made at Stage Two and the decision of the Company at Stage Three of the Grievance Procedure or in the case of a difference directly between the Union and the Company, the written representation by the applicant for the arbitration and the reply thereto by the other party shall be presented to the arbitrators and the award of the arbitrators shall be confined to determining the issues therein set out.

6.03

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 argument of the other party. When any written argument or brief is filed by a party with the Board of Arbitration a copy shall at the same time be supplied to the other party.

6.04

The Union and the Company shall respectively pay the expenses of the arbitrator appointed by each, and the fees and expenses of the third arbitrator, if any, shall be borne in equal shares by the Union and the Company. If a single arbitrator is used, his fees and expenses shall be borne in equal shares by the Union and the Company.

6.05

Witness fees and allowances shall be paid by the party calling the witness.

6.06

The finding of the majority of the Board of Arbitrators as to the facts, the interpretation of the provisions of the Agreement and as to whether or not it has been violated shall be conclusive and binding upon all parties concerned, but in no case shall the arbitrators be authorized to alter, modify or amend any part of this Agreement

6.07

The arbitrators shall be requested to give their award within a period of fifteen (15) days after the close of the hearing.

ARTICLE 7
NO CESSATION OF WORK

7.01

In view of the orderly procedure herein set forth for settling differences, the Union agrees that there shall be no strike, stoppage, slow-down, restriction of output or other interference with work or the Company's operations during the life of this Agreement and that any or all of the employees taking part in or instigating any such strike, stoppage, slowdown, restriction of output or other interference with work or the Company's operations shall be subject to discharge or other discipline by the Company, subject to any rights the employee may have under the grievance procedure.

7.02

The Company agrees that it will not cause nor direct any lock-out of employees.

ARTICLE 8
DISCHARGE CASES

8.01

If an employee who has completed his probationary period be discharged from his employment after the date hereof and believes that his discharge results from an unjust application of the provisions of this Agreement, he may have the matter dealt with under the Grievance Procedure. Any such matter may be

presented at the Third Stage of the Grievance Procedure within seven (7) calendar days after written notice of such discharge has been given and not otherwise.

8.02

In the event that it should be finally decided that the discharge of any such employee resulted from an unjust application of the provisions of this Agreement, the Company shall reinstate such employee and pay his full compensation (less amounts of money earned by the employee during the time lost) at the employee's regular basic rate for the hours lost which he normally would have been scheduled to work after written complaint against such discharge has been received by the Company. Upon such reinstatement, there shall be deemed to have been no break in the employee's continuous service by reason of such discharge. Accordingly, such grievances may be settled under the Grievance and Arbitration Procedures by:

- (a) confirming the employee's dismissal;
- (b) reinstating the employee with or without compensation for the time lost; or
- (c) any other arrangement mutually agreed to by the parties hereto, or which is just as determined by a Board of Arbitration appointed pursuant to this Agreement.

ARTICLE 9 SENIORITY

9.01

During the first fifty-five (55) shifts worked of his employment with the Company, an employee shall be considered on probation and he shall not acquire any seniority rights until the completion of the said period. After completion of his probationary period an employee shall be credited with Company Seniority from the date he last commenced to work for the Company except on lay-offs where he shall maintain, but not accumulate, seniority.

9.02

Seniority of an employee shall be completely lost and employment deemed terminated if he:

- (a) quits, or
- (b) is discharged, or
- (c) is laid off by the Company for a period in excess of eighteen (18) months if the employee has one (1) or more years of service or for the period of his service if he has less than one (1) year of service, or
- (d) works for another employer while absent from his employment with the Company whether he is on official leave of absence or otherwise except when the Company approves such other work.

9.03 (a)

In any case of reduction in working force (except lay-offs considered by the Company to be temporary only) the Company shall consider the following two (2) factors to determine who is laid off:

- (a) Company Seniority and,
- (b) The skill and ability of the individual to immediately perform the job.

Where the skill and ability of an individual to immediately perform the job concerned is relatively equal as between two (2) or more employees, the employee with the most seniority will be retained. Integrity and reputation will apply to certain jobs such as handling of gold.

9.03 (b)

An employee laid off can apply his seniority to displace laterally or downward another employee with less seniority provided he has the skill and ability relatively equal to that of the incumbent and is able to immediately perform the job concerned.

9.03 (c)

Employees must exercise their seniority within seven (7) calendar days of being informed of such displacement or they will be deemed to have made an election under (d).

9.03 (d)

If a lay-off occurs, an employee may elect to accept lay off status rather than exercise his seniority to replace a less senior employee. Once having made this decision, he shall be eligible for recall only on the job from which he was laid off.

9.04

For a period of eighteen (18) months (where the employee has one or more years of service) or for the period of his service (where the employee has less than one year's service) from the day of lay-off for lack of work of any employee he shall have the right to be recalled to work (but only for jobs whose occupants would be classified as employees and which are not of a temporary or an emergency nature) in accordance with the following provisions:

those most recently laid off within the qualifying periods outlined above shall, to the extent of the number of workers at any one time required by the Company, be sent notices by mail by the Company stating the jobs available and the proposed time of recall which shall not be less than ten (10) calendar days from the date of such mailing. Such notices shall be mailed by registered mail to each such person addressed to the last address which he shall have recorded with the Company. The persons to whom such notice are sent and who report ready for work shall, if they have the skill and ability to immediately

perform the job available be recalled in the inverse order to that in which they were laid off. The Company shall not be required however to recall at any time any persons who have failed to report in accordance with, and at the time stated in any such notice sent to him.

JOB POSTING

9.05

- (i) Where a permanent job vacancy occurs in other than the lowest classification in any Department it will be posted for four (4) working days on the bulletin board provided for that purpose. Only those applications submitted during the period of posting will be considered.
- (ii) The Company shall endeavour to fill job vacancies in the lowest classification with employees of the Company qualified and capable of performing the job duties of the vacancy concerned. To keep the Company advised of their desire to be considered for specific vacancies or transfers to these positions the individual shall indicate such desires on the appropriate forms to be supplied by the Company.
- (iii) Where there is a line of progression within the Department, the Company may promote up the line of progression without posting the position.

- (iv) Employees who wish to be considered for the job vacancy must file an application with their Supervisor, The Company will provide the appropriate forms.

- (v) To determine the successful candidate, the Company shall consider:
 - (a) Company Seniority and,
 - (b) The skill and ability of the individual to immediately perform the job.Where the skill and ability of an individual to immediately perform the job concerned is relatively equal as between two (2) or more candidates, the employee with the most seniority will be awarded the job. Integrity and reputation will apply to certain jobs such as handling of gold.

- (vi) The job posting procedure as set out shall apply only to the filling of the initial vacancy and up to one (1) further vacancy which may be created by the transfer of successful applicants. Further vacancies created by the job posting procedure shall be filled as may be determined by the Company, either by internal promotion, transfer, or by hiring a new employee.

- (vii) Following awarding of the position, the Company shall post the name of the successful applicant for such job within four (4) working days.

- (viii) If there is no applicant or no successful applicant for the job, the Company will then be free to choose an employee who did not apply for the job and who is willing to accept such job, or to hire an outside employee to fill the vacancy.
- (ix) An employee shall not apply for more than two (2) job vacancies at any one time. The Company will not be obliged to consider applications for the posted jobs from those employees who have successfully applied for another posted job within the previous one (1) year.
- (x) The job posting procedure will not apply if the vacancy is filled with a presently inactive employee, who due to health problems, requires rehabilitation. Such an employee will be identified to the Union prior to placement in the job.

9.06 (a)

Where an employee within the bargaining unit accepts a position with the Company outside the bargaining unit and thereafter returns to the bargaining unit such employee shall be credited with full seniority, provided the return to the bargaining unit occurs within eighteen (18) months from the date of transfer and if the return to the bargaining unit occurs after eighteen (18) months, the employee shall be credited with all Company seniority acquired within the bargaining unit.

9.06 (b)

An employee who from the date of hire, has been employed in a position excluded from the bargaining unit, is transferred to a position included in the bargaining unit, will be credited with no seniority.

9.06 (c)

No employee shall thereby be laid off or demoted as a result of any such transfer except in the event that there is a general reduction or a curtailment of the entire work force under section 9.03.

TEMPORARY EMPLOYEES

9.07

A temporary employee is one who has been hired for a specific job of a temporary nature, which in each case, shall not exceed a period of six (6) months.

9.08

On completion of the job, the services of such temporary employee shall be terminated; however, should he be required as a regular employee he shall be re-hired in that capacity, progress through the probationary period as outlined in Section 9.01; and his seniority shall then be as outlined in Section 9.01.

ABSENCE

9.09

When hereafter an employee is absent on leave of absence or otherwise for a period in excess of one (1) month, except in case of disabling accident or sickness, such period shall not be counted and shall be excluded in computing his Company seniority.

9.10

Any leave of absence permit must be in writing and signed by an authorized Company official.

Leave of absence for reasons other than those listed in Section 9.14, may be granted to an employee if a request is made in writing at least five (5) days in advance. The leave will be granted for reasons acceptable to the Company and only if it does not interfere with operations. The Company may waive the five (5) day notice if the circumstances are in its opinion sufficiently urgent.

9.11

An employee desiring to return to work after an unauthorized absence may be required to give at least one (1) day's notice to the Company of his intention at which time he will be told on which shift to return.

9.12

An employee who is unable, for any reason, to report for work must, if possible, notify his foreman before the beginning of his shift.

When an employee misses a shift, he will notify his foreman of his intended date of return, as soon as possible. The foreman will confirm the intended date of return as the date of return.

9.13

The Company will grant leaves of absence to attend Union business to not more than six (6) employees, subject to the following conditions:

- a) that the Union gives at least one (1) week's written notice to the Company designating the employee or employees for whom such leave is desired;
- (b) that leaves of absence hereunder will not exceed an aggregate of one hundred (100) working days per year or as may be otherwise mutually agreed;

- (c) that such employee or employees can be spared.

SPECIAL TRAINING

9.14

Notwithstanding anything to the contrary contained in this Agreement, the Company shall have the right from time to time to designate to the Union, individuals who are to be given special training or experience in preparing them or trying out their capabilities for other or broader assignments with the Company or for future service other than to the Company (including co-op students) not exceeding at any one time thirty (30) or five percent (5%) of the employees, whichever shall be the greater, and to promote, demote or transfer such individuals, engage, retain or dispense with their services, and direct their efforts from time to time, free from any limitations provided for in this Agreement and provided that no employee shall be thereby laid off or demoted. The Company agrees to designate employees under the provision prior to commencement of work.

APPRENTICESHIP PROGRAM

9.15

The Company will sponsor an apprenticeship program conducted in accordance with Ontario Department of Labour "Apprenticeship and Tradesmen's Qualifications Act 1964". The selection of employees for an apprenticeship program will be according to provisions of 9.05 of the CBA.

Rate of Pay

Starting Rate	Job Class 1
After 6 months	Job Class 2
After 12 months	Job Class 3
After 24 months	Job Class 4
After 36 months	Job Class 6
After 48 months	Job Class 7
After Certification	Job Class 8

9.15 (a)

The Company agrees to maintain all Employee Benefits while the apprentice is attending trade school.

ARTICLE 10
ANNUAL VACATIONS WITH PAY

10.01

Annual Vacations and vacation pay for work performed during the twelve month period immediately prior thereto are as follows:

Years Continuous Service	Weeks of Vacation	Vacation Pay
1+	2	4%
5+	3	6%
12+	4	8%
20+	5	10%
30+	6	12%

10.02

An employee terminating employment will be entitled, if he has not already received it, to the vacation pay to which he became entitled on his anniversary date of his employment and to payment of the vacation allowance required under The Employment Standards Act at the percentage required of his earnings for work performed for the period from his anniversary date to the date of termination.

10.03

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

10.04

Where the 12-hour schedule is in effect an employee shall be entitled to “working” days equivalent to the entitlement outlined in Article 10; however, it is understood and agreed that vacation “working” days taken shall be equivalent to a complete “working cycle”.

ARTICLE 11 HOURS OF WORK AND OVERTIME

11.01 (a)

The standard work week for normal day shift on surface operations and normal day and night production shifts underground shall be composed of forty (40) hours consisting of five (5) days of eight (8) hours per day, Monday to Friday inclusive, except in cases of emergency. The standard work week for continuous operations (except in the case of Mill and Crushing Plant shift employees), two shift consecutive operations, maintenance or production shifts, other than the normal day and night production shifts above mentioned, shall be an average of forty hours per week over the shift cycle as scheduled by the Company. The standard

work week in the case of Mill and Crushing Plant shift employees shall be composed of an average of forty hours per week per shift cycle, as scheduled by the Company. The week shall commence with the day shift on Monday.

11.01 (b)

Work shall be scheduled for the 12 hour schedule in accordance with the schedule attached hereto. For the purposes of overtime, only those authorized hours worked in excess of 12 hours in any one day or those authorized hours worked in excess of the scheduled work week (which for the purposes of the 12-hour shift schedule shall mean the average hours per week as per the averaging certificate) shall be paid for as overtime. Those clauses relating to this area shall be suspended for the period of the 12-hour system for those employees affected by the 12-hour schedule. It is specifically understood that hours paid in accordance with the requirements of the General Holidays Schedule of the Collective Agreement and amended herein by Article 12.03, shall not be considered as time worked for the purpose of calculating overtime during the period this 12-hour schedule is in effect.

11.02

An employee will be paid for authorized work performed at the rate of one and one-half times his applicable hourly rate for any time actually worked on an hourly-rate basis in excess of an employee's standard work day or standard work week, except when such excess is due to a change of shift. For the purpose of determining an employee's standard work week, hours actually worked for which an employee is paid two and one-half times his basic hourly rate pursuant to Article 12.01 or hours paid for at his basic hourly rate but not worked pursuant to Article 12.02 shall be considered as hours worked. For the purpose of computing overtime beyond the standard work week, the regularly scheduled shifts of an employee that are not worked because of vacation or leave of absence which is authorized in writing under Article 9.13 or for funeral leave under Article 17.01 or for Jury Duty and Crown Witness under Article 18.01 shall be considered as hours worked.

11.03

It is understood that the provisions of this Article are intended only to provide a basis for calculating time worked and shall not constitute a guarantee of hours of work per day, or days of work per week or for any period whatsoever, nor a guarantee of working schedules.

In no case shall an employee be entitled to more than one and one-half (1-1/2) times his applicable hourly rate for any overtime worked.

11.04

There shall be no duplication or pyramiding of overtime payment nor shall the same hours worked be counted as part of the standard work week and/or standard work day and also as hours for which an overtime premium is payable.

11.05

Hoisting and lowering schedules at the Dome Mine will be arranged to provide approximately eight (8) hours from collar to collar for each shift, but variations from such schedules not exceeding fifteen (15) minutes which do not occur consistently shall be disregarded. Any delay greater than fifteen (15) minutes in hoisting employees from underground which is due to necessary repair work or safety considerations or causes beyond the Company's control shall be paid for on the basis of straight time only, but such time shall not be considered to be time worked.

The daily lunch period for an employee whose work requires him to eat his lunch underground shall be one-half (1/2) hour on Company time.

All underground employees shall eat their lunch at a time and place designated by their shift boss, provided, however, that the time shall be reasonably near

the middle of the shift, and the place shall be reasonably clean and dry by underground standards.

11.06

Eight (8) hours work at his designated working place will constitute a work day for each employee on surface. The lunch period for a surface employee will be one-half (1/2) hour on his own time except that for an employee on continuous operations or two (2) shift consecutive operations it will be one-half (1/2) hour on Company time, during which time he shall continue all necessary supervision of machinery and maintenance of service.

Hoistmen on surface and underground may eat their lunch on Company time except that, when necessary for full production, they may be required to eat their lunch during loading periods.

11.07

An employee who works on an hourly rate who is called out for emergency work shall receive four (4) hours work, or at the Company's option, shall be given four (4) hours pay at his basic hourly rate without being required to work the full period. However, only time worked shall count for purposes of overtime computation. If he is entitled to payment at overtime rates as provided for in this Article for any or all of the time actually worked, and such payment is larger than such four (4) hours pay, he shall receive the larger amount.

11.08

An employee who works on an hourly rate who reports on time for work on his regular shift and was not told in advance not to report, shall receive one of the following at the Company's option:

- (i) four hours work, or
- (ii) four hours pay at his basic hourly rate without being required to work the full period; or
- (iii) payment equal to two hours pay at his basic hourly rate and have his shift rescheduled for a later starting time and considered as his regular shift.

This shall not apply to employees who are returning to work after an unauthorized or indefinite absence or if work is not available for any cause beyond the control of the Company or any labour dispute.

11.09

An employee will not be required to take time off from his standard work week for the purpose of avoiding the payment of overtime premium compensation during the week concerned.

11.10

Where possible, the Company will give at least forty-eight (48) hours' advance notice of the change of an employee's regular shift schedule.

11.11 (a)

The 12-hour work schedule, in effect and agreed by both parties, is subject to change only by mutual agreement or negotiation by the parties.

11.11 (b) Qualifying Periods and "Working Days"

The requirement in the collective agreement of the completion of a number of shifts as in Articles 9, 12, 13 and elsewhere in the collective agreement, except where specifically excluded, shall be considered as equivalent to the same number of 8-hour days. Where 12-hour shifts are in effect, the equivalent period shall be considered an equal total number of hours worked.

ARTICLE 12
GENERAL HOLIDAYS

12.01

An employee required to work on the following general holidays shall receive eight (8) hours pay for the holiday at his basic hourly rate and pay at one and one half times his basic hourly rate for authorized work performed.

Victoria Day
Dominion Day
Labour Day
Good Friday
Civic Holiday

Christmas Day
New Year's Day
Thanksgiving Day
Boxing Day
Remembrance Day

***Employment Anniversary Day**

***Floater**

*The employment anniversary holiday and floater may be taken by each employee on a mutually agreeable date.

12.02

An employee not required to work on any of the general holidays set out in Article 12.01 above? shall be entitled to payment for such holiday computed at his basic hourly rate for a total of eight hours, provided:

- (i) a newly hired employee has completed thirty (30) shifts worked with the Company prior to the date of the general holiday concerned;

- (ii) he works his full regular scheduled shifts on the work day both immediately before and after the holiday, with the following exceptions;
 - (a) he is on his authorized annual vacation during which time one of the aforesaid general holidays occurs and he has worked his regular full shifts both immediately before and after such vacation period;
 - (b) if an employee reports for work late on a shift immediately before or after the holiday and he is permitted to proceed to his work place, he shall be entitled to an equivalent number of hours of holiday pay as he is paid for the shift for which he reported late;
 - (c) if, having commenced work on his regular scheduled shift before or after the general holiday concerned, the employee is prevented from completing such shift because of accident or illness; provided, however, that the employee reports immediately to his Shift Boss or Foreman and is subject to being examined by the Company's doctor and declared medically unfit for work;
 - (d) absence caused by death of a member of his immediate family (i.e. spouse, child, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent and grandchild of the

- employee) satisfactory proof of which must be furnished to the Company by the employee himself when required;
- (e) absence caused by jury duty or crown witness, for which he qualified for payment under this Agreement.

12.03

The following shall govern General Holidays for 12-hour shift employees:

- (a) Where the employee is not scheduled to work on a general holiday, he shall be paid 8 hours' pay at straight time in accordance with the present wording of the Agreement; and
- (b) Where the employee's regular scheduled 12-hour shift falls on one of the outlined general holidays, in Article 12.01, and he is not required to work his shift, he shall be paid for 12 hours' pay at straight time provided all other requirements are met; and
- (c) Where the employee's regular scheduled 12-hour shift falls on one of the outlined general holidays in Article 12.01, and he is required to work his shift, he shall be paid at time and one-half for all hours worked on that shift in addition to 8 hours pay at straight time: except for the "Employment Anniversary Day or Floater" which shall be taken and celebrated by

the employee on this 12-hour schedule on one of his scheduled non-working days, and the employee shall receive eight (8) hours' pay at straight time for this day.

ARTICLE 13 RATES OF PAY

13.01

The Company agrees to pay and the Union agrees to accept the hourly wage rates attached hereto as Schedule I.

13.02

In making a temporary appointment, the duration of which is expected to be more than thirty (30) shifts, the Company shall consider the following two (2) factors in determining which employee will be selected:

- (a) Company Seniority and,
- (b) The skill and ability of the individual to immediately perform the job.

Where the skill and ability of an individual to immediately perform the job concerned is relatively equal as between two (2) or more employees, the employee with the most seniority will be given the position. Integrity and reputation will apply to certain jobs such as handling of gold.

For the duration of the temporary appointment, the employee shall be paid the higher of his regular hourly pay or the rate of the classification to which he has been transferred.

Upon completion of the temporary appointment, the employee shall return to his regular position at the regular rate of pay for that position. If the temporary appointment exceeds thirty (30) shifts, the Company shall post the position as provided in Article 9.05 of this agreement.

13.03

The Company has the right to alter, amend and institute new job classifications and to establish wage rates in the new classifications. The Union has the right to grieve the rates of pay.

13.04

A shift premium shall be paid to employees on regularly assigned shifts, with the exception of employees on incentive or bonus opportunity, of forty-five (45) cents per hour for regularly scheduled shifts commencing at or after 2 p.m. and of fifty (50) cents per hour for regularly scheduled shifts commencing at or after 10 p.m.

13.05

A Sunday premium of one dollar (\$1.00) per hour shall be paid for each hour worked on a scheduled shift that commences on a Sunday which is being paid at the employee's basic hourly rate.

13.06 (a)

Where the implementation of the 12 hour schedule would necessitate extra payment in "Sunday premium" or "shift premium", then for a shift commencing at 8:00 a.m. an employee shall receive the regular hourly rate of pay for the first 8 hours, plus the applicable per hour shift premium for the next 4 hours, and for a shift commencing at 8:00 p.m., the employees shall receive the regular hourly rate plus the applicable shift premium for the first 4 hours, and the applicable shift premium for the final 8 hours. Sunday shift premium shall continue as defined in Article 13.05.

13.06 (b)

There shall be 2 one-half hour meal periods during each 12-hour shift to be scheduled not more than 5 hours apart.

ARTICLE 14
BULLETIN BOARDS

14.01

No bills, bulletins, newspapers, hand-bills or other documents relating to the Union or Union activities shall be posted, distributed or left on the Dome Mine and Plant property or in the underground workings of the Dome Mine by the Union or any employee.

14.02

The Company will provide one bulletin board in the Mine Dry, Surface Dry and Mill where Officers of the Union may post notices pertaining to:

- (a) Time, place and type of Union meetings.
- (b) Notices as to Union nominations and elections.
- (c) List of Union Officers and Stewards.
- (d) Notice of Union social affairs.
- (e) Other material if approved in advance by the General Manager or his representative.

The Union shall not post any material which is objectionable to the Company. Bulletin boards shall be lockable.

ARTICLE 15 NOTICES

15.01

Unless otherwise provided herein, any notice in writing which either party desires to give to the other shall be given by facsimile or registered mail, postage prepaid, addressed as follows —

To the Company: **PLACER DOME CANADA
LIMITED - Dome Mine
South Porcupine, Ontario
P0N 1H0
Fax: 235-6551**

To the Union: **United Steelworkers of
America
Local 7580
57 Mountjoy Street South
Timmins, Ontario
P4N 1S6
Fax: 267-5658**

15.02

Any notice so sent shall be deemed given as of the next business day after date of mailing or faxing (Saturdays, Sundays and holidays excluded). The registration receipt or facsimile date shall establish the date of mailing.

15.03

Either party may change its address for service of notices at any time by notice as above mentioned.

ARTICLE 16 UNION SECURITY

16.01

The Company shall, as a condition of each employee's continued employment, deduct from his/her wages, during the first pay period in each calendar month, a sum equivalent to the Union dues in the amount certified by the Union to the Company to be currently in effect according to the Union's Constitution. The Company shall remit the same to the Financial Secretary of the Local Union prior to the fifteenth day of the following month in which the deduction is made.

The Company will at the time of making such payment, list the employees from whose earnings were insufficient to permit the deduction of the aforementioned sum.

16.02

These deductions shall commence in the case of each employee entering the employment of the Company, with the calendar month in which his/her first wages are received by him/her from the Company.

16.03 (a)

The Company shall forward to the Local Union Financial Secretary, an updated address list of all members of the bargaining unit, every three (3) months.

16.03 (b)

The Company shall, within two (2) months after date of execution of this Agreement, prepare a seniority list showing Company Seniority of all employees concerned. This list shall be revised and posted every three (3) months. A copy will be sent to the Union.

ARTICLE 17 FUNERAL LEAVE

17.01 (a)

Where the Company grants an employee's request for a bereavement leave of absence to attend the funeral of a member of his immediate family, the Company will pay to the employee eight (8) hours' pay at his basic hourly rate for each day to maximum of three (3) he would otherwise have been required to work during the three (3) consecutive calendar days including the day of the funeral.

17.01 (b)

Where the 12-hour schedule is in effect and an employee's regular scheduled 12-hour day qualifies in the same manner as an employee's 8-hour day qualifies, he shall receive pay for the 12 hours, provided that the total accumulated hours shall be 24 hours only and shall be applicable to the day before or after the day of funeral and the day of the funeral.

17.02

Immediate family for the purpose of this section shall be spouse, child, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent and grandchild.

ARTICLE 18 JURY DUTY AND CROWN WITNESS

18.01

An employee will receive for each day of Jury Duty, or for each day's attendance as a subpoenaed witness of the Crown, the difference between his basic hourly rate for eight hours and the amount of the jury fee or conduct money (whichever is applicable) received for a day he would have otherwise been required to work provided the employee furnishes the Company with a certificate of service signed by the Clerk of the Court, showing the amount of Jury Fee or conduct money (whichever is applicable) paid. An employee on Jury Duty or subpoenaed by the Crown, is expected to report for work when not actively involved in Court

proceedings -provided he has been excused by a duly authorized Court official.

18.02

Where the 12-hour schedule is in effect and an employee's regular scheduled 12-hour day qualifies in the same manner as an employee's S-hour day qualifies, he shall receive pay for the 12 hours.

ARTICLE 19 HEALTH AND SAFETY

19.01

The existing Health and Safety Committee will be composed of not more than five (5) representatives of the Union and not more than five (5) representatives of the Company. This Committee shall meet at least once every three months or at such greater frequency as is requested by either party, to a maximum frequency of once per month.

19.02

The Company agrees to recognize a Rehabilitation Committee consisting of Company and Union Representatives.

19.03 Worker Health and Safety Representative - Job Description

JOB TITLE: Worker Health and Safety
Representative

JOB CLASSIFICATION: Highest rate in the
Collective Agreement

DEPARTMENT: Human Resources
Department

**GENERAL
ACCOUNTABILITY** The Worker Health &
Safety Representative will be respon-
sible for promoting the development
and implementation of programs and
practices towards a common goal -
safe and healthy work place for all
workers.

ORGANIZATION

1. Reports to: The Joint Health and Safety Com-
mittee.
2. Is supervised by the Safety Officer and reports
to him on a daily basis.

KEY RELATIONSHIPS

1. **Safety Officer:**
Communicates with the Safety Officer, on a regular basis, on all safety and health matters arising out of inspections, meetings and employees' reports of unsafe conditions, etc.
2. **Environmental Engineer:**
Communicates with the Environmental Engineer on all environmental matters, such as air quality/quantity surveys, sampling results, etc.
3. **Training Coordinator:**
Communicates with the Training Coordinator on training matters, such as training needs of an individual or a group of individuals, etc.
4. **Human Resources Superintendent:**
Communicates with the Human Resources Superintendent in case of any questions or concerns about the policy/practice or procedure in all areas under his jurisdiction.
5. **Department Heads:**
Communicates with the Department Head concerned on safety matters arising out of inspection tours, accident investigations, reports of unsafe conditions. etc.

6. Other Supervisors:
Communicates with the First-line and Second-line Supervisors regarding scheduling his inspections of work areas under their jurisdiction.
7. Joint Health and Safety Committee:
Communicates regularly on all safety and health matters requiring follow-up by the Committee.
8. All Employees:
Acts as a liaison between workers and the Joint Health and Safety Committee to promote a positive attitude towards solving the safety and health issues.

DUTIES AND RESPONSIBILITIES

1. General:
 - a) The Worker Health and Safety Representative will have the power to identify situations that may be a source of danger or hazard to workers and to make recommendations or report of his findings to the Company and the Joint Health and Safety Committee.

- b) In case of potentially hazardous situations which may result in a serious accident or injury, the Worker Health and Safety Representative will remove the operator from the scene and report the matter to the area supervisor immediately.
- c) Maintains confidence of the Joint Health and Safety Committee.
- d) Maintains confidentiality of the information received from workers or the Company.
- e) Reports to the Safety Officer on a daily basis.
- f) Hours of work - regular hours like the Safety Officer.

NOTE:

All employees of Dome are expected to report unsafe and unhealthy conditions through normal reporting channels; however, where the employee has reported his concerns to the appropriate individuals, i.e. Supervisor, Health and Safety Committee, and no action has been taken, the employee may approach the Worker

Health and Safety Representative and have his confidence respected, i.e. the Worker Health and Safety Representative will not be obliged to report such confidence to any other person.

2. Inspections:

- a) Accompanies Safety Officer or a supervisor for regularly scheduled inspections of work places in all departments. Under special circumstances; however, the Worker Health and Safety Representative may visit or remain in a work place without being accompanied by a supervisor. In such cases, the supervisor concerned must be notified in advance about the areas to be visited.
- b) Discusses with workmen/supervisors any infractions or substandard conditions noted in the area.
- c) Writes an inspection report on the areas visited and recommendations if any.
- d) Sends a copy to the Department Head concerned and the Safety Officer keeps the reports on file for review by the Joint Health and Safety Committee.

- e) Accompanies (optional) Environmental Engineer/Technician during ventilation surveys, testing of diesel exhaust and other sampling under the Designated Substances Regulations.
 - f) Monitors the sampling/test results data and follow-up action to improve sub-standard conditions, if any.
3. Investigations:
- a) Investigates all accidents resulting in critical injury/fatality, as required under the Act and Regulations.
 - b) Prepares a joint report with the Health and Safety Committee member and sends out a copy to all concerned.
 - c) Investigates complaints from employees relating to safety and health problems/issues. Before getting involved, ensures that proper channels of reporting complaints were followed by the employee and the result was not satisfactory. Tries to resolve the complaints by discussing and following-up with appropriate company officials.

- d) Informs the complainants after the problem is resolved.
4. Safety Meetings - Promotions:
- a) Attends Crew Safety meetings.
 - b) Assists the Safety Officer in the preparation of presentations for the meetings.
 - c) Attends M.A.P.A.O. Safety Group and Porcupine Mines Work place Environment Group meetings.
 - d) Attends Joint Health and Safety Committee meetings, as required, as an observer and contributes whenever required.
5. Safety Audit:
- a) Assists in the internal and external safety audits and implementation of the action plan to improve rating under the International Safety Rating System,
6. Special Assignments:
- a) Assists the Safety Officer in special studies/research on matters relating to health and safety, such as:
 - i) Improving design of equipment/machinery.

- ii) Improving method /process / procedure, etc.
7. Records and Files:
- a) Keeps records on all inspections, investigations, and follow-up actions taken.
 - b) Files all correspondence and reports from the Ministry of Labour and the Company.

SELECTION CRITERIA

1. Should have at least five years mining industry experience, preferably underground operations.
2. Should have at least five years seniority with the Company.
3. Should have accreditation for Common Core for Basic Underground Mining Skills.
4. Should have a good work record, including attendance and safety.
5. Should have the respect of his peers.
6. Should have good communication and report writing skills.

7. After being selected for the position, cannot hold a Union Office.

KNOWLEDGE REQUIREMENTS

1. Ontario Occupational Health and Safety Act:
 - a) Regulations for Mines and Mining Plants.
 - b) Regulations for Designated Substances.
2. Dome/U.S.W.A. 7580 Collective Agreement.
3. Safety systems.
4. Ventilation systems design.
5. International Safety Rating System.
6. Emergency preparedness:
 - a) Fire/Spill
 - b) Medical

The Worker Health and Safety Representative will hold office as long as he has the confidence of the Union and Company members of the Joint Health and Safety Committee. The appointment will be reviewed every two years or sooner if necessary.

Upon termination of the appointment, the Worker Health and Safety Representative will return to his former job classification with no loss of departmental seniority.

PROBATIONARY PERIOD

The Worker Health and Safety Representative will be on probation for a period of three months from the date of appointment. His performance will be reviewed by the two co-chairman of the Joint Health and Safety Committee.

ARTICLE 20 OUTLINE OF EMPLOYEE BENEFITS AND GENERAL INFORMATION

20.01

The Company agrees to maintain agreements providing employee benefits as described below. The Company's obligations herein are limited to payment of its share of the premium cost of the benefits. The insurance contracts and eligibility and qualification procedures will govern in all cases. The choice of carriers is solely the Company's.

20.02. Group Life Insurance

The Company will pay the full premium of life insurance (which includes Accidental Death and Dismemberment in the same amount) in the amount of:

- (i) Effective the first of the month following ratification coverage will increase from twenty-seven thousand dollars (\$27,000) to twenty-eight thousand dollars (\$28,000).
- (ii) Effective October 31, 1994 coverage will increase from twenty-eight thousand dollars (\$28,000) to thirty thousand dollars (\$30,000).
- (iii) Effective October 31, 1995 coverage will increase from thirty thousand dollars (\$30,000) to thirty-two thousand dollars (\$32,000).

The above coverage shall be applicable to all employees in the bargaining unit from the first day of hire.

20.03 Ontario Health Insurance Commission

The Company will continue to pay the full monthly premium for qualified employees with or without dependents.

20.04 Drug Plan and Extended Health Care

The Company will pay 100% of the cost less the \$0.35 for qualified employees for family or single coverage for both the Drug Plan and the extended health care plan.

20.05 Vision Care

(a) Personal Prescription Glasses:

The Company will pay the premiums, to provide for 100% reimbursement for prescription glasses for employees and their dependents to a maximum of \$150.00 every two (2) years.

(b) Prescription Safety Glasses:

(i) The Company will pay 100% of the cost of Prescription Safety Glasses or \$45.00, whichever is the lesser, once in each twelve (12) month period for each employee. There is no waiting period; however, an employee must **request the completion of the necessary forms from the Occupational Health Nurse**, prior to a visit to the optometrist of the employee's choice. The remaining cost of the Prescription Safety Glasses (if any) will be made by payroll deduction.

- (ii) The Company will contribute a further Twenty-Five Dollars (\$25.00) towards the purchase of replacement Prescription Safety Glasses to those employees who require more frequent replacement due to working conditions. This additional subsidy is subject to inspection and approval of management.

20.06 (a) Weekly Indemnity

The Company will pay the premium to provide a weekly benefit of U.I.C. level + \$40.00 per week on a 1-1-3-26 plan which means the first day of injury, first day of hospitalization and third day of sickness, up to a maximum of 26 weeks.

20.06 (b)

Employees on twelve (12) hour shifts shall become eligible for sick pay benefits after having lost sixteen (16) hours of regularly scheduled employment.

In the event that, in the application of the collective agreement, discrepancies arise due to the implementation of the 12 hour shift schedule, the relevant sections of the collective agreement shall be considered to be amended to the extent that such amendments effectively restore to the employee the conditions and terms and benefits of the collective agreement. Such amendments shall create an identical and pro-rated effect to the employee on the 12-hour schedule equivalent to the employee working the S-hour schedule.

20.07 Long Term Disability

The Company will pay the premium for Long Term Disability Insurance Plan commencing in the month following the month in which the employee completes his/her probationary period. Effective October 31, 1993, the Plan shall provide to eligible employee: an amount of \$1200.00 less C.P.P. payments per month effective the first month following the expiration of eligibility for weekly indemnity under Article 20.06 Details of the Plan, including eligibility requirements payments and qualifications are outlined in a pamphlet available to all employees at the Human Resource! Office.

20.08 Dental Plan

The Dental Plan provides for:

Plan "A" to provide 80% of the costs of basic service claims, Plan "B" to provide 50% of the costs of prosthetic appliances and crown and bridge procedure: and Plan "C" to provide 50% of the costs of orthodontic service based on a lifetime maximum of one thousand five hundred dollars (\$1500.00) per family member. The percentage of payment for services under the above plans will be based on the Ontario Dental Association Rates. Except as provided in the cost sharing arrangements above, the expenses of this plan shall be paid for by the Company.

Eligibility for the plan commences in the month following the month in which the employee completes his probationary period and while he remains in the active employ and on the active payroll of the Company.

Effective October 31, 1993, the Dental Plan shall be updated to reflect current Ontario Dental Association Rates. There is a pamphlet available for all employees at the Time Office which outlines in full the benefits covered under the Plan.

20.09 Pensions

- (a) Effective the first of the month following ratification, the present Pension Plan shall be twenty-eight dollars (\$28) per month per year of service for current and future service. The cost to be on the same ratio as is being currently paid.
- (b) Employees may make additional contributions up to the maximum permitted by the Income Tax Act. Such contributions are not matched by the Company.
- (c) Employees may elect to become members of the pension plan after 24 months of service with the Company.

- (d) The Company agrees to increase the minimum to \$20.50/month per year of pensionable service from \$12.13/month per year of pensionable service for all active employees.
- (e) Plan members shall be vested after two (2) years of plan membership.

ARTICLE 21
TERM OF AGREEMENT

21.01

The terms of this Agreement shall be three (3) years from date of ratification. i.e.: from October 31, 1993 to October 30, 1996.

21.02

Either party may, within three months of the expiry date of this Agreement, give notice in writing to the other party of its desire to bargain with a view to its renewal with or without modification or to terminate the Agreement.

EXECUTED at the Dome Mine in the Township of Tisdale, Ontario, this 31st day of October, 1993.

UNITED STEEL WORKERS OF AMERICA

T. Vincent	S. Emery
E. Sieradzinski	S. Millions
G. Loranger	

PLACER DOME CANADA LIMITED - DOME MINE

R. J. Perry	R. Lusk
E. Sulis	R. Ahuja
J. Folinsbee	B. Salo
D. Rizzuto	A. Zuk

**SCHEDULE I
HOURLY RATES**

Job Class	Job Classification	Oct. 31/93	Circa Oct. 31/94	Circa Oct. 31/95
9	Journeyman Production Leader	\$21.41	\$21.73	\$22.28
8	Production Miner 1 Support Miner 1 Trades 1 Hoistman	20.62	20.93	21.46
7	Production Miner 2 Support Miner 2 Trades 2 Mill Operator I	19.32	19.61	20.10
6	Assay Tech. 1 Shaft Conv. Op	18.82	19.10	19.58

Job Class	Job Classification	Oct. 31/93	Circa Oct. 31/94	Circa Oct. 31/95
5	Production Miner 3 Support Miner 3 Surface Crew Leader Trades 3 Heavy Equip. Op. Mill Operator 2	18.31	18.59	19.05
4	Shaft Inspector Assay Tech. 2	17.80	18.07	18.52
3	Production Miner 4 Support Miner 4 Trades 4 Mill Operator 3	17.29	17.55	17.99
2	Surface Crew Ore System Op. Utility Helper Equipment Op. Assay Tech. 3	16.79	7.04	17.47
1	Labourer Helper	16.28	16.53	16.94

MINE DEPARTMENT LINES OF PROGRESSION

PRODUCTION

- MINER 1: Fully Certified Hard Rock Miner (Ontario).
- MINER 2: Having the skills to perform production work in a Stope or a Drift.
- MINER 3: Having the skills to run a Scooptram, Operate Trolley, Locomotive, etc.
- MINER 4: Having the skills to operate a Motor, Pull Chute, etc.

SUPPORT

- MINER 1: Having the skills for underground construction, pipe/vent installation and maintenance, track installation and maintenance, shotcreting.
- MINER 2: Having three of the following skills: track or pipe or ventilation installation and maintenance, underground construction, shotcreting.
- MINER 3: Having the skills for underground construction or ventilation installation and maintenance.
- MINER 4: Having the skills for pipe or track installation and maintenance, common core.

MILL DEPARTMENT LINES OF PROGRESSION

There will be a total of five (5) skills, three (3) of which will be in Operations - Crushing, Grinding and Leach/C.I.P. and two (2) auxiliary skills: basic process control and routine maintenance skill for operators.

The Operators will qualify for each skill by completing the appropriate Ministry of Ontario Skills Specialty Modules and being able to start-up and shut-down the relevant part of the circuit as defined in the appropriate manual.

The Maintenance Skill training will be available only to those operators who have completed at least one (1) of the three (3) Operations Skills.

- MILL OPERATOR 1: Successful completion of all of the five skills.
- MILL OPERATOR 2: Successful completion of at least three (3) of the total five (5) skills - Operations and routine Maintenance.
- MILL OPERATOR 3: Successful completion of at least one (1) of the three (3) operations skills.

UTILITY HELPER: Skills, Re: Reagent Mixing,
Basic Knowledge (Entry
Level Position).

**PLANT DEPARTMENT
LINES OF PROGRESSION (TRADES)**

JOURNEYMAN: Qualified Journeyman (Ontario) through apprenticeship in accordance with Ontario Department of Labour Apprenticeship and Tradesman's Qualifications Act 1964.

TRADESMAN 1: Successful completion of Basic and Intermediate Apprenticeship schooling and completion of at least 80 percent of the formal apprenticeship contract and/or minimum of six years' related experience and successful completion of Dome trades evaluations.

TRADESMAN 2: Successful completion of Basic Apprenticeship schooling and completion of at least 60 percent of the formal apprenticeship contract and/or minimum of four and one-half years' related experience and successful completion of Dome trades evaluations.

TRADESMAN 3: Successful completion of at least 40 percent of the formal apprenticeship contract and/or minimum of three years' related experience and successful completion of Dome trades evaluations.

TRADESMAN 4: Successful completion of at least 20 percent of the formal apprenticeship contract and/or minimum of one and one-half years' related experience and successful completion of Dome trades evaluations.

SCHEDULE II
COST OF LIVING ALLOWANCE
(COLA)

During the term of this Agreement, there shall be a cost-of-living allowance (COLA) as set forth below. The term "Consumer Price Index (CH.))" as used in this article shall mean the Canadian Consumer Price Index -All Items (1971=100) as published monthly by STATS CAN.

- (1) Effective date of ratification and for the second year of this contract, there shall be a cost-of-living allowance (COLA) of one cent (\$0.01) per hour for each full 0.35 increase in the Consumer Price Index after the CPI exceeds six per cent (6%). The movement in the Consumer Price Index will be reviewed monthly commencing in November 1994 using the month of October 1994 as the comparison base, and the cost-of-living allowance payable on the first pay period following the effective date of review where the monies become due shall be an "add-on" for the term left in the second year. This COLA adjusted monthly thereafter shall continue as an "add-on" until the termination of the contract, at which point it shall be included in the base rates. This formula shall apply, only if, and to the extent that the increase in the CPI exceeds six per cent (6%) during the twelve-month index review period of October 1994 to October 1995.

- (2) In the event the CPI figures necessary to compute an allowance, if any, due under this Article are not available, then the adjustment shall be deferred until such time as the CPI figures are available.
- (3) No adjustment, retroactive or otherwise, will be made in the cost-of-living allowance due to any revisions which may later be made in the published figures for the CPI for any months on the basis of which a wage increase shall have been determined.
- (4) Where the cost-of-living allowance calculated in accordance with (1) above is applicable, it shall become payable on the first pay period following the official announcement of CPI.