

**AGREEMENT**

Between

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No. of EMPLOYEES	380		
INDUSTRY	JP		

**PLACER DOME (CLA) LIMITED**  
**Dome Mine**

South Porcupine, Ontario

and

**UNITED STEELWORKERS**  
**OF AMERICA**

**Dated November 10, 1999**

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**THIS AGREEMENT** made as of the 10th day of November 1999.

**BETWEEN:**

**PLACER DOME (CLA) 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:

The Union and the Company negotiated and reached this agreement based on the following principles and using the principled negotiation process.

The parties are committed to a profitable and stable Dome Mine, and a collective agreement that is competitive and clearly expresses the intent of the parties.

The Union and the Company are committed to establishing and using a joint problem solving

process to deal with differences and grievances. The process is outlined in Article 5.01 of this agreement.

The Union and the Company have agreed to deal with each other and all employees based on the belief that Company representatives, Union representatives and employees are trustworthy, responsible and accountable.

It has been jointly recognized that the principles of honesty, integrity, fairness, trust, openness, respect for the individual and teamwork must be used to improve our on-going relationship.

## **ARTICLE I 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 operations in the Townships of Tisdale, Whitney, Shaw and Deloro in the District of Cochrane, except Front Line Supervisors and persons above this rank, Training Supervisors, Office and Technical Staff, Refiners, Security Officers and 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 and Open Pit.
- 1.03** An emergency is defined as any potential life threatening situation, major production interruption or threat to the environment. This definition will apply to all articles where "emergency" is referenced.
- 1.04** In Articles 9.03 and 9.05 the word orientation will mean familiarization on a job for which the employee is qualified. Orientation on any job will not exceed 60 hours.

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

**2.02 (b)** The Company shall have the right to select and train bargaining unit employees to become spare supervisors. Both parties agree that this is a designated position and shall not be subject to the posting procedure.

Spare Supervisors shall only be used to replace the regular supervisor whenever the supervisor is away due to vacation, sickness, training, bereavement and other leave of absence.

Each Spare Supervisor may only act in this capacity to a maximum of 500 hours per calendar year unless both parties agree in writing to an extension of hours.

**2.03** The Company and the Union both agree that contracting out is a concern. To that, both parties, through the Contracting-out Committee, will attempt to minimize the amount of 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. Such contracting out shall not directly result in the lay-off of an employee.

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

A Joint Committee consisting of, the Union's Unit Chairperson plus one member and the Plant Superintendent plus one Company representative will meet no less than once every two months to discuss

planned and future contracting out of work. The Company will provide the Committee the statistics of past contracting out work and future planned work. The Company will provide an on-site office with a computer system linked to the Company's electronic mail system.

The Company agrees that it will meet, as required with the Unit Chair of the Local Union or his/her designate to discuss information concerning its contracting out. The Company will provide information describing the work to be contracted out, the estimated start and the completion date of the contract, the estimated number of contractor employees and the reasons for contracting the work out, prior to the start of any such work. Contractors will not perform work outside the scope of their contract.

Responsibilities of the Committee:

1. Review all past and future contracting out to determine whether the decision to contract out was a viable one, and to determine the associated learnings.
2. Make recommendations to management for improvements that would reduce the level of contracting out.
3. **All wages and benefits for the committee will be paid by the Company.**

### **ARTICLE 3**



## MANAGEMENT

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

- (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** There shall be no solicitation of membership in any union organization or union activity on the Company's time or at the Dome Mine operations, except as specifically outlined in the Collective Agreement or permitted in writing by the Company.
- 4.03** 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 CO-OPERATIVE PROBLEM SOLVING

- (1) It is the intention of this Article to provide an effective process for resolving differences between the employees and the Company in an expedient manner. At all stages, the problem solving model shall be used.
  
- (2) Employee(s) may present any complaint to their immediate supervisor with or without a steward present, and is encouraged to seek settlement, before the dispute is entered into the grievance procedure at Stage One.
  
- (3) Problem Solving Model
  1. Define the Problem
    - \* Get all the facts
    - \* Use the 6Ws--Who? What? When? Where? Why? Want?
    - \* Separate fact from opinion
    - \* Postpone solution - don't jump to a conclusion
    - \* Don't start on solutions
  
  2. Identify Root Causes
    - \* "Brainstorm" causes -- defer judgement on ideas (good or bad)
    - \* Prioritize causes to clarify
    - \* Identify root cause(s), not symptoms
  
  3. Generate and Evaluate Solutions
    - \* "Brainstorm" possible solutions -- defer judgement on ideas (good or bad)

- \* Keep the best ideas

- **Test for Best Solution**

- \* Test solution against problem
- \* Test solution against causes
- \* Choose the best solution through consensus

**5. Implement Solution with an Action Plan**

- \* Determine who does what by when
- \* Set target dates

**6. Evaluate Corrective Action**

- \* Monitor corrective action
- \* Determine if action taken eliminated problem
- \* Document and communicate results

## **5.02 GRIEVANCES**

(1) Should any difference in the interpretation, application, administration or an alleged violation of this agreement occur between the parties, an earnest effort shall be made to settle the difference as follows:

**(2) STAGE ONE**

- The employee and/or his/her steward shall present his/her grievance to his/her immediate supervisor in writing.
- The employee shall be accompanied by a steward.
- The written grievance shall be presented within ten (10) calendar days of the discovery of the circumstances that caused the grievance.
- The Department General Foreman has ten (10) calendar days from the date the

grievance was filed to answer in writing.

(3) STAGE TWO

- The Union, if not satisfied with the decision given in stage one, shall within ten (10) calendar days notify the Department Superintendent in writing of the Union's request for further consideration.
- The human resources representative shall notify the parties of the time and place for the Stage Two meeting.
- The Superintendent will make every effort to hold this meeting and provide a decision in writing within ten (10) calendar days of receiving the request for Stage Two meeting.

- (4) The parties may require that other Company or Union Representatives relevant to the grievance be involved in Stage One or Two meetings.

**5.03 GENERAL CONSIDERATION**

- (1) Each step in the Grievance Procedure, including any reference to arbitration, shall be taken by such party within the time limits set forth in this article or in Article 7 - Discharge Cases, or the matter shall be advanced to the next step in the Grievance Procedure. Time limits may be extended by mutual agreement in writing.

A grievance can't be won or ~~lost~~ by either party on time limits. There shall be an outer time limit

of ninety (90) calendar days from when the grievance was lodged when either party must settle, withdraw or advance the grievance to arbitration.

- (2) When two (2) or more employees in the same department have identical complaints, the complaint shall be a group grievance and presented to the Department General Foreman at Stage One.
- (3) Any difference which arises directly between the Union and the Company concerning the interpretation, application, administration or alleged violation of this Agreement will be submitted in writing as a Policy Grievance at Stage Two, to the Department Superintendent or the Unit Chairperson.
- (4) With respect to pay, in a successful grievance, the pay will be retroactive to the date the grievance first occurred, if the grievance was submitted in writing within ten (10) calendar days after the employee received his/her bank deposit slip for the pay period in which the grievance first occurred. If not, the adjustment is from the date the grievance was presented in writing.
- (5) Any misunderstanding in relation to contract bonus will not be considered under the Grievance Procedure until it has been taken up with the Department Superintendent by the

employee who is directly concerned within ten (10) calendar days after receiving the bonus payment or the posting of calculations, whichever is the later.

- (6) The Company will post, in the Mine Dry, copies of each month's bonus calculations and contract rates for all elements of measurable work used in monthly calculations of bonus earned.

#### **5.04 STEWARDS AND GRIEVANCE COMMITTEE MEMBERS**

- (1) The stewards and grievance committee members shall be appointed by the Union from employees who have completed their probation. A ratio of not more than one (1) steward or grievance committee member per twenty-five (25) employees is allowed.
- (2) The Union shall provide the Company with a current list of stewards and grievance committee members.

The grievance committee will consist of the chairperson, chief stewards and the steward involved with the grievance.

- (3) The parties agree that Stage One grievance meetings shall be attended by the Grievor, Steward, Human Resources Representative, and Department General Foreman or his/her designate. Stage Two grievance meetings shall be attended by the Grievor, Steward, Grievance Committee Member, Unit Chairperson, Human

Resources Representative and Department Superintendent or his/her designate.

In the event that a Steward or Grievor must attend a grievance meeting outside his/her scheduled hours of work, he/she will be compensated at straight time for the time spent at the meetings outside of his/her scheduled hours of work. It is the intent of the parties to schedule grievance meetings during the normal working hours of the majority of those attending the meeting.

- (4) Stewards and Committee Members must request time off to attend grievance meetings and/or investigations from the time of the initial complaint, including the problem solving process, up to and including the arbitration procedure. This request is to that person's immediate supervisor and permission shall not be unreasonably withheld.
- (5) If the process of settling a grievance involves an employee entering a Department other than his/her own, or if it involves the investigation of a workplace, he/she must request permission from both his/her own supervisor and the supervisor of the workplace he/she wishes to visit.

## **ARTICLE 6 ARBITRATION**



- 6.01** Either party must, within fourteen (**14**) calendar days from the completion of Stage Two of the Grievance Procedure, inform the other party in writing of its intent to submit to arbitration an unsettled grievance relating to the application, operation, interpretation or alleged violation of this agreement including any question as to whether the matter is arbitrable.
- 6.02** Both the Company and the Union agree to use the single arbitration format and selection shall be from the following list on a rotational-when-available basis:
- Ross Kennedy  
Wesley B. Rayner  
Louisa Davies  
Gordon Simmons  
Alan Hinnegan  
Gregory J. Brandt
- 6.03** The parties shall equally share the costs of the arbitrator. Each of the parties shall bear the expenses of witnesses called by each party.
- 6.04** The findings of the arbitrator as to the facts, the interpretation of the provisions of the Agreement and as to whether or not is has been violated shall be conclusive and binding upon all parties concerned, but in no case shall the arbitrator be authorized to alter, modify or amend any part of this Agreement.

## **ARTICLE 7 DISCHARGE CASES**

- 7.01** If an employee who has completed his/her

probationary period is discharged from his/her employment after the date hereof and believes that s/her discharge results from an unjust application of the provisions of this Agreement, he/she may have the matter dealt with under the Grievance Procedure. Any such matter may be presented at the Second Stage of the Grievance Procedure within seven (7) calendar days after written notice of such discharge has been given and not otherwise.

## **7.02**

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/her full compensation including bonus earnings (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/she 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 or as determined by the arbitrator.

## **ARTICLE 8**

### **NO CESSATION OF WORK**

- 8.01** 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.
- 8.02** The Company agrees that it will not cause nor direct any lock-out of employees.

**ARTICLE 9**  
**SENIORITY**

**9.01** During the first four hundred and thirty-two (432) hours worked of employment with the Company, an employee shall be considered on probation and he/she shall not acquire any seniority rights until the completion of the said period. After completion of his/her probationary period an employee shall be credited with Company Seniority from the date he/she last commenced to work for the Company except on lay-offs where he/she shall maintain, but not accumulate, seniority.

**9.02** Seniority of an employee shall be completely lost and employment deemed terminated if he/she:

- (a) quits, or
- (b) is discharged, or
- (c) is laid off by the Company for a period in excess of twenty-four **(24)** months if the employee has one (1) or more years of service or for the period of his/her service if he/she has less than one **(1)** years of service, or
- (d) works for another employer while absent from his/her employment with the Company whether he/she is on official leave of absence or otherwise except when the Company approves such other work or leave provided for under this Agreement.

**9.03 (a)** In any case of reduction in the workforce (except layoffs of any emergency nature to be temporary only

and not to exceed 14 days) the Company shall consider the following criterion to determine who is laid off:

Qualifications of employees in the same job classification are deemed to be relatively equal. Employees with the most seniority in the same job classification will be retained.

Production Miner 1 and Production Miner 2 will be deemed to be in the same classification. Support Miner 1 and Support Miner 2 will be deemed to be in the same classification. Mill Leader and Mill Operator 1 will be deemed to be in the same classification.

Integrity and reputation will apply to jobs requiring access to the refinery, concentrate room and assay laboratory.

- (b)** An employee laid off can apply his/her seniority to displace laterally or downward another employee with less seniority provided he/she is qualified in that job classification and is able to immediately perform the job with orientation.
- (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).
- (d)** If a lay-off occurs, an employee may elect to accept lay off status rather than exercise his/her seniority to replace a less senior employee. Once having made this decision, he/she shall be eligible for recall. Recalled employees will be entitled up to 60 hours of

orientation and familiarization to safely perform the job that he/she was recalled to.

- (e) in the event of lay-off due to the announcement of a permanent closure of the Open Pit, Mill or Mine, and provided the employee works his/her last scheduled shift, all employees laid off as a direct result of the announcement will receive eighty (80) hours pay at their basic hourly rate for each completed year of service to a maximum of one thousand and forty (1,040) hours. This severance will be paid at expiration of recall rights or when the employee gives up his/her right to recall.

**9.04** For a period of twenty-four **(24)** months (where the employee has one or more years of service) or for the period of his/her 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/she shall have the right to be re-called to work (but only for jobs whose occupants would be classified as employees and which are not of 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/she 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.

In the event of a non-temporary layoff the parties agree to form a joint committee to deal with issues arising from the layoff.

### **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 seven (7) calendar 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. Employees will be kept informed of upcoming vacancies through a notification that will be posted. 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 in writing to the Human Resources

## Superintendent.

Where there **is** a line of progression within the Department, the Company may promote up the line of progression without posting the position unless the Line of Progression states otherwise.

- (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 the following criterion:
  - (a) Company Seniority and,
  - (b) Qualification of the employee to immediately perform the posted job with orientation.

Integrity and reputation will apply to jobs requiring access to the refinery, concentrate room and assay laboratory.

- (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) The Company shall endeavour, within ten (10)



calendar days of the closing of a posting, to post the name(s) of the successful applicant, or advise if there were no successful applicants. Such notices will be posted on the bulletin boards for seven (7) calendar days.

Upon awarding of the posting the successful applicant will receive the wage rate for the job classification he/she has posted to.

- (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. The time limits for applications for training postings are defined in the Lines of Progression.
- (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.
- (xi) Employees going on annual vacation may file

an application for a specific job classification in writing to the Human Resources Superintendent. The application will serve as a request for the position posted during his/her absence on vacation.

- (xii) Where a temporary job is expected to, or has exceeded 240 hours, the temporary job will be posted. In any event no temporary job will exceed 720 hours. The posting will specify the job classification, temporary rate and expected duration. The Union shall be notified of such posting and the reason for the posting.

To determine the successful candidate the Company shall consider:

- a) Company Seniority and,
- b) qualifications to immediately perform the job.

Integrity and reputation will apply to jobs requiring access to the refinery, concentrate room and assay laboratory.

Upon completion of the temporary appointment, the employee shall return to his/her regular position at the regular rate of pay for that position.

Limits of hours may be extended by mutual agreement.

- (xiii) Training postings will be made to meet the Company's requirement as outlined in the departmental Lines of Progression, Job

Classifications, and Jobs Outside the Lines of Progression sections of this agreement.

Training shall be posted on the job posting bulleting boards for seven (7) calendar days. Employees who wish to be considered for the training must file an application with their supervisor. The Company will provide the appropriate forms.

To determine the successful candidate, the Company shall consider:

- A. Company Seniority, and
- B. Qualifications.

The Company will post the successful candidate within seven (7) calendar days, for a period of seven (7) calendar days.

- 9.06(a)** Where an employee within the bargaining unit accepts a temporary 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 is before he/she accumulates eighteen (18) months outside the bargaining unit in any thirty six (36) month period. After accumulating eighteen (18) months, seniority would decrease proportionately to time outside the bargaining unit.
- (b)** Where an employee within the bargaining unit **accepts a** permanent position with the Company outside the bargaining unit and thereafter returns to

the bargaining unit, such employee's seniority would decrease proportionately to time accumulated outside a bargaining unit if he/she is outside the bargaining unit for more than eighteen (18) months. No employee shall be laid off or demoted as a result of any such transfer except in the event that there is a general reduction in the entire work force under Section 9.03.

- (c) An employee who from 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. No employee shall be laid off or demoted as a result of any such transfer.
- (d) Transfers in or out of the bargaining unit will be identified to the Union prior to any such transfer, and in case of temporary position identify expected duration.

## **TEMPORARY EMPLOYEES**

- 9.07 (a)** The Company may hire temporary employees to fill a compliment of workers in a department if there is a shortage due to temporary promotion, sickness, leave of absence, injury or shortage that cannot be immediately filled through the job posting procedure, provided they notify the Union of the reason and duration. These employees will be employed for no more than 720 hours and cannot be rehired for a

period equal to the amount of time employed.

- (b) The Company may hire a temporary employee to do a specific job provided the Union is notified of the nature of the work and expected duration, not to be in excess of 432 hours.
- (c) Limits of hours may be extended by the Company consulting with the Union and an agreement being reached.
- (d) A temporary employee will pay union dues as outlined in Article 16 of the Collective Agreement.
- (e) If an employee is deprived of his/her regular work or overtime opportunity due to a violation of the above, such employee shall be compensated for any loss of earnings incurred.

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

## **ABSENCE**

**9.09** When 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, sickness, union leave, apprenticeship training or compassionate leave, such period shall not be counted and shall be

excluded in computing his/her 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 9.13, 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 being absent without leave may be required to give at least one (1) day notice to his/her Supervisor, General Foreman or Superintendent of his/her intention at which time he/she 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/her foreman before the beginning of his/her shift.

When an employee misses a shift, he/she will notify his/her foreman of his/her 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 two hundred (200) working days per year (excluding leaves of absence for the purposes of collective bargaining) or as may be otherwise agreed;
- (c) that such employee or employees can be spared.
- (d) the Company may grant one (1) employee a leave of absence without pay for up to one (1) year to work for the International Union. Requests for such leave will not be unreasonably withheld subject to the requirements of the operation. All Company benefits shall be suspended during this leave.

## **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 (identified as internal/external technical staff, trainers, employees on supervisory training and co-op students) 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 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 provide written notification to the Union prior to the commencement of the training.

## **APPRENTICESHIP PROGRAM**

**9.15 (a)** The Company will sponsor an apprenticeship program conducted in accordance with the Ontario Ministry of Training, Colleges and Universities Apprentice and Tradesmen's Qualification Act and Regulation 1055. All apprenticeships will be posted in accordance with Article 9.05. Candidates for the apprenticeship program will be subject to industry standard testing to determine suitability to the trade that they are applying to. This testing will be agreed to by the Company and the Union prior to implementation. Apprentice selection will be subject to successful completion of the testing and the Department Head's approval, which shall not be unreasonably denied.

Rates of pay for apprentices shall be in accordance with the Plant Department Lines of Progression and Schedule 1 Hourly Rates.

Apprentices are required to attend training as scheduled by the Ministry of Training, Colleges and Universities. In the event that a personal crisis arises the apprentice may request in writing to the Human Resources Superintendent for a postponement of the



training session. In the event that a training session is not attended or successfully completed the apprentice's rate of pay shall be frozen until training is successfully completed. In the event that a second training session is missed or not successfully completed the apprenticeship contract will be cancelled and the apprentice will be laid off and allowed to exercise his/her seniority rights in accordance with Article 9.03 (b).

It is the Company's intention to have apprentices move through the apprenticeship program and become certified as a Journeyman as expediently as scheduled training will allow.

- (b) 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%
4+	3	6%
10+	4	8%
15+	4	9%

20+	5	10%
25+	5	11%
30+	6	13%

An employee will be paid for each vacation day taken unless the employee requests his/her full vacation pay on his/her anniversary date.

An employee who is fifty (50) years of age or greater on his/her employment anniversary date, may bank vacation over and above the two (2) weeks or eighty (80) hours required to be taken each year under the Employment Standards Act.

Vacation must be banked in blocks of forty (40) hours and may only be taken immediately prior to retirement. Banked vacation will be paid out at the highest basic hourly rate that the employee earned during the banking period.

Requests for banking vacation must be submitted in writing on a transmittal form to the Human Resources Department on the month of the employment anniversary date.

- 10.02** An employee terminating employment will be entitled, if he/she has not already received it, to the vacation pay to which he/she became entitled on his/her anniversary date of his/her employment and to payment of the vacation allowance required under The Employment Standards Act at the percentage required of his/her earnings for work performed for the period from his/her 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. Each department will determine the number of consecutive weeks employees will be allowed to schedule vacation.

The following job classifications will be grouped together for the purposes of scheduling vacation:

- (a) Production Miner 1, Production Miner 2, Primary Miner
- (b) Support Miner 1 and Support Miner 2
- (c) Mill Leader and Mill Operator 1

All vacation requests submitted prior to March 1<sup>st</sup> of each year will be allotted by seniority with consideration given to job classification and shift schedules. Employees will receive notification no later than March 15<sup>th</sup>. All vacation requests submitted after March 1<sup>st</sup> will be allotted on a first come, first serve basis, reconciled at the end of each shift by seniority.

However, to ensure the orderly and efficient operations, such vacation periods may be rescheduled.

Any vacations that are cancelled during the school vacation periods as defined in Article 1.01 (b) will be posted for a period of seven (7) calendar days. This vacation request will be allotted by seniority.

**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 10.01; 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** 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 normal night production shifts underground shall be composed of forty (40) hours consisting of five (5) nights of eight (8) hours per night, Sunday to Thursday inclusive, except in cases of emergency. The standard work week for continuous operations, 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 (40) hours per week over the shift cycle as scheduled by the Company. The standard work week in the case of 12 hour shift employees shall be composed of an average of forty-two (42) hours per week per shift cycle, as scheduled by the Company and approved under the "Averaging Certificate".

Overtime will be distributed as equitably as practicable among those employees who normally do the work and who are on the same shift and rotation schedule as employees who worked overtime.

Each department will maintain a procedure for offering overtime and the record of same shall be available for review by employees. In the event that an employee feels that he/she has not received his/her share of overtime and this is substantiated,

that employee will be given opportunities to equalize his/her share of overtime.

**11.02** An employee will be paid for authorized work performed at the rate of one and one-half times his/her 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 voluntary change of shift. For the purpose of determining an employee's standard work week, hours actually worked for which an employee is paid one and one-half times his/her basic hourly rate pursuant to Article 12.01 or hours paid for at his/her 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.

**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/her to eat his/her 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/her 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/her 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/she shall continue all necessary supervision of machinery and maintenance of service.

Employees who work as a Hoistman will have a paid ch.

Employees working on continuous operations in the Mill must not leave the work place at the end of the shift until they have given a verbal report for their work area to their replacement (or a qualified replacement as designated) unless they have obtained permission from their supervisor to leave.

**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/her basic hourly rate without being required to **work** the full period. However, only time worked shall count for purposes of overtime computation. If he/she 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/she shall receive the larger amount.

**11.08** When work is not available, the Company will attempt to notify employees by telephone and radio announcements.

An employee who works on an hourly rate who reports on time for work on his/her 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/her basic hourly rate without being required to work the full period; or
- (iii) payment equal to two hours pay at his/her basic hourly rate and have his/her shift rescheduled



for a later starting time and considered as his/her 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/her standard work week for the purpose of avoiding the payment of overtime premium compensation during the week concerned.
- 11.10** The Company will give at least forty-eight (48) hours' advance notice of the change of an employee's regular shift schedule. Where forty-eight (48) hours notice prior to the start of the re-scheduled shift is not given, the employee will receive an additional four (4) hours pay at his/her basic rate.
- 11.11** 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.

Employee Working	Shift	Lunch Period	8 hr	8th to 12th Hours	After 12 Hours	All Hours Worked w/ Scheduled Breaks
U/G *	8 hours	30 min paid	1.0	1.5	1.5	1.5
Plant U/G	8 hours	30 min paid	1.0	1.5	1.5	1.5
Plant Surface	8 hours	30 min unpaid	1.0	1.5	1.5	1.5
4X4 Schedule	12 hours	2 - 30 min paid	1.0	1.0	1.5	1.5
2X3X2 Schedule	12 hours	2 - 30 min paid	1.0	1.0	1.5	1.5

NOTE: Hours worked in accordance with Article 12.03 shall be considered as hours worked for the purposes of calculating overtime on the twelve-hour shift schedule. Hours worked in excess of the scheduled hours in a standard work week shall be considered as overtime at the basic hourly rate. Shifts not worked because of vacation and leaves of absence authorized by the employer shall be considered as hours worked for the purposes of computing overtime.



**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/her basic hourly rate and pay at one and one half times his/her basic hourly rate for authorized work performed.

<b>Victoria Day</b>	<b>Christmas Day</b>
<b>Canada Day</b>	<b>New Year's Day</b>
<b>Labour Day</b>	<b>Thanksgiving Day</b>
<b>Good Friday</b>	<b>Boxing Day</b>
<b>Civic Holiday</b>	<b>Remembrance Day</b>

**\* 2 Floaters**

\* Floaters may be taken by each employee on a mutually agreeable date.

All general holidays for 8 hour shift employees will be observed on the day they occur for dayshift and the night before for night shift with the exceptions:

	1999	2000	2001
Remembrance Day		Nov. 10	Nov. 12
Christmas Day	Dec. 24		
Boxing Day	Dec. 27		
New Year's Day	Dec. 31		
Canada Day		June 30	July 2

**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/her basic hourly rate for a total of eight hours, provided:

- i) a newly hired employee has completed two hundred and forty **(240)** hours worked with the Company prior to the date of the general holiday concerned;
- (ii) he/she works his/her full regular scheduled shifts on the work day both immediately before and after the holiday, with the following exceptions;
  - (a) he/she is on his/her authorized annual vacation, union or bereavement, jury duty or crown witness leave during which time one of the aforesaid general holidays occurs and he/she has worked his/her regular full shifts both immediately before and after such period, for which he/she qualified for payment under this Agreement. Employees on bereavement leave may be required to furnish satisfactory proof;
  - (b) if an employee reports for work late on a shift immediately before or after the holiday and he/she is permitted to proceed to his/her work place, he/she shall be entitled to an equivalent number of hours of holiday pay as he/she is paid for the shift for which he/she reported late;
  - (c) if, having commenced work on his/her 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/her Shift Boss or Foreman and is subject to being examined by the Company's doctor and declared medically unfit for work;

**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/she 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/she is not required to work his/her shift, he/she 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/she is required to work his/her shift, he/she 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 "Floaters" which shall be taken and celebrated by the employee on this 12-hour schedule on a mutually agreeable work day and paid twelve (12) hours.
- (d) Statutory holidays will be observed on the day upon which they fall. However, the Company

will consider a written request from the Union to re-assign holidays, for specific departments, provided the request is received at least fourteen **(14)** days prior to the statutory holiday.

**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 not expected to be more than two hundred and forty (**240**) hours, selection shall be based on the following criterion:

- (a) Company Seniority and,
- (b) qualification of the employee to immediately perform the job.

Integrity and reputation will apply to jobs requiring access to the refinery, concentrate room and assay laboratory.

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

Upon completion of the temporary appointment, the employee shall return to his/her regular position at the regular rate of pay for that position. If the temporary appointment exceeds two hundred and forty (**240**) hours, 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 fifty-five (55) cents per hour for regularly scheduled shifts commencing at or after 2 p.m. and of sixty-five (65) cents per hour for regularly scheduled shifts commencing at or after 10 p.m.

**13.05** A Sunday premium of one dollar and fifty cents (\$1.50) 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 in the 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 in the 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 for the Mine Dry, Open Pit, Plant 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/her 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 (CLA) LIMITED**  
                          **Dome Mine**  
                          **P.O. Box 70**  
                          **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.

**16.03(c)**

The Company will pay up to one (1) hour for the local Union Chairperson or his/her designate to meet with any new employee.

**ARTICLE 17  
BEREAVEMENT LEAVE**

**17.01** In the event of death in the employee's immediate family, the Company will pay to the employee twenty-four (24) hours' pay at his/her basic hourly rate. Upon request by the employee, an unpaid compassionate leave of absence of up to five (5) shifts will be granted.

If requested, compassionate leave without pay will not be unreasonably withheld.

**17.02** Immediate family for the purpose of this section shall be spouse, child, adopted child, mother, father, adoptive parents, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents and grandchildren.

**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/her basic hourly rate for eight hours and the amount of jury fee or conduct money (whichever is applicable) received for a day he/she 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/she 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 8-hour day qualifies, he/she shall receive pay for the 12 hours.

## **ARTICLE 19 HEALTH AND SAFETY**

The Company and Union will work jointly to improve health and safety for all employees. Production and safety share an equal priority, and established safety standards will not be compromised to improve productivity or reduce costs. The Dome Mine will reduce accident frequencies from year to year and become an industry leader in Health and Safety. The Company recognizes the Union as a valuable resource in attaining these objectives.

Every employee has the responsibility to ensure he/she works safely, maintains a safe work

environment and participates in all health and safety programs to the fullest possible extent. All employees must report unsafe conditions to their supervisors without delay. In the event of "right to refuse unsafe work legislation being modified or revoked, the Company, for the life of this Agreement will recognize employees right to refuse to perform work involving unsafe conditions or danger to persons or property as stated in the Occupational Health and Safety Act in effect at the date of this agreement.

It is agreed that a Joint Health and Safety Committee will be maintained consisting of equal numbers of Company and Bargaining Unit Representatives from the Underground, Plant, Pit, Mill departments and Mine General Manager or his/her designate, together with a Company Safety Officer and a Worker Health and Safety Representative. All full time committee members will be certified members. The committee will meet at least quarterly and not more frequently than monthly. The mandate of the committee will be to recommend standards/targets and monitor health and safety performance. The committee will also monitor rehabilitation and modified work, and make recommendations concerning these programs. The company member for each department will ensure that an annual health and safety action plan is in place, and will be accountable to the committee for its implementation and success. Each Union committee member shall jointly inspect their department on a monthly basis and jointly investigate critical injuries, fatalities and any other incident he/she feels significant, having full access to all pertinent information. The committee will make

recommendations to management concerning new initiatives, and changes in policies, practices, procedures, organization, or equipment.

It is agreed that the Union Representative for modified work will be given four **(4)** hours of paid leave each month to deal with issues under the Modified Work Program.

It is agreed **to** maintain the position of Worker Health and Safety Representative. This employee, paid according to Schedule I of this Agreement, **is** selected by the Union, and accountable to the Joint Health and Safety Committee. The Committee co-chairs are responsible for maintaining an updated job description for the Worker Health and Safety Representative. His/her duties will include:

- workplace inspections and follow up in all departments
- participation in accident / incident / complaint investigation
- intervention to stop work in potentially hazardous situations
- safety auditing
- education, training and promotion *of* health and safety
- any special assignments

The Worker Health and Safety Representative will not



undertake any assignments unrelated to Health and Safety, unless otherwise directed by the Joint Health and Safety Committee. Before getting involved in any case the Worker Health and Safety Representative will ensure that all employees have used the correct lines of communication, followed all necessary procedures and attempted to resolve problems to the full extent of their responsibility. When necessary, the Worker Health and Safety Representative will maintain the confidentiality of information received from workers or the Company. Although the Worker Health and Safety Representative will be supervised on a day-to-day basis by the Company Safety Officer, he/she will be given long term objectives by the Joint Health and Safety Committee. The Worker Health and Safety Representative will present a written report of all activities and work undertaken at meetings of the Joint Health and Safety Committee. The Worker Health and Safety Representative will hold office as long as he/she has the confidence of the Union members of the Joint Health and Safety Committee. Upon termination of the appointment, the Worker Health and Safety Representative will return to his/her former job classification (with necessary training) and with no loss of seniority.

## **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.

The Company will supply to each bargaining unit employee a copy of the benefit package within three (3) months of ratification.

In the event of the death of an employee his/her spouse and dependent children will be eligible for health, dental and vision care benefits for a period of one (1) year.

## **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 forty-two thousand dollars (\$42,000) to fifty thousand dollars (\$50,000).
- (ii) Effective October 31, 2000, coverage will increase from fifty thousand dollars (\$50,000) to fifty-five thousand dollars (\$55,000).
- (iii) Effective October 31, 2001, coverage will increase from fifty-five thousand dollars (\$55,000) to sixty thousand dollars (\$60,000).

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% re-imbusement for prescription glasses for employees and their dependents to a maximum of \$225.00 every two (2) years.

#### **(b) Prescription Safety Glasses:**

- (i) The Company will pay 100% of the cost of Prescription Safety Glasses or \$100.00, 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 four hundred and seventy-five dollars (\$475.00) per week on a 1-1-3-26 plan which means the first day of injury, first day of hospitalization (including day surgery) and third day of sickness, up to a maximum of 26 weeks.

- (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 8-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, 1999, the Plan shall provide to eligible employees an amount of \$1,600.00 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 Resources Office.

## **20.08**

### **Dental Plan**

The Dental Plan provides for:

Plan "A" to provide 100% of the costs of basic service claims, Plan "B" to provide 50% of the costs of prosthetic appliances and crown and bridge procedures and Plan "C" to provide 50% of the costs of orthodontic service based on a lifetime maximum of two thousand dollars (\$2,000.00) 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/her probationary period and while he remains in the active employ and on the active payroll of the Company.

Effective October 31, 1999, the Dental Plan shall be updated to reflect current Ontario Dental Association Rates. There is a pamphlet available for all employees in the Human Resources

Department 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 thirty-five dollars (\$35) per month per year of pensionable service for past and current service.

Effective November 1, 2000 the Pension Plan shall be thirty-eight dollars (\$38) per month per year of pensionable service for past and current service.

Effective November 1, 2001 the Pension Plan shall be forty-five dollars (**\$45**) per month per year of pensionable service for past and current service.

The Pension Plan will be funded 100% by the Company.

- (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) Membership in the Pension Plan is mandatory for all employees after twelve (12) months of continuous service. Current employees who have completed twelve (12) months of continuous service and are not members of the plan must join the Pension Plan on the first day of the month following

ratification.

- (d) Plan members shall be vested after two (2) years of plan membership.
- (e) An employee on reaching the age of 63 may elect to take early retirement with an unreduced pension and a bridging supplement of \$15.00 per month per year of service to age 65 or death, provided his/her age and years of pensionable service equal or exceed eighty-five (85).

Effective November 1, 2000, the bridging supplement shall be \$16.00 per month per year of service to age 65 or death.

- (9)** It is agreed that all legislated disclosures as stated in the Ontario Pensions Act will be forwarded to Local 7580 within 30 days of its request.
- (g) The Company agrees to participate in an Advisory Committee as outlined in Section 24 of the Ontario Pensions Act provided there is no cost to the Company.

**SCHEDULE I  
HOURLY RATES**

<b>Job Class</b>	<b>Job Classification</b>	<b>Oct. 31/99</b>	<b>Oct. 31/00 31/01</b>	<b>Oct.</b>
9	Journeyman Production Leader Worker Health & Safety Representative	\$23.64 \$24.12	\$23.88	
8	Production Miner 1 Support Miner 1 Uncertified Journeyman Apprentice 1 Hoistman Shovel Operator Crushing/Conv. Maintainer	22.77 23.23	23.00	
7	Production Miner 2 Support Miner 2 Apprentice 2 Mill Operator 1 Pit Driller	21.33 21.76	21.54	
6	Shaft Conv. Op. Mill Operator 2 Primary Miner Pit Equipment Operator Longhole Loader 1	20.79 21.21	21.00	



**SCHEDULE I  
HOURLY RATES (con't)**

<b>Job Class</b>	<b>Job Classification</b>	<b>Oct. 31/99</b>	<b>Oct. 31/00 31/01</b>	<b>Oct.</b>
5	Production Miner 3	20.21 20.61	20.41	
	Support Miner 3			
	Surface Crew Leader			
	Apprentice 3			
	Heavy Equip. Op.			
	Mill Operator 3			
	Heavy Duty Truck Driver			
	Serviceman I			
4	Longhole Loader 2	19.65	19.85	
		20.05		
3	Production Miner 4	19.09	19.28	
		19.47		
	Support Miner 4			
	Apprentice 4			
	Pit Primary Crusher Op.			
	Serviceman 2			
	Mill Operator 4			
	Sanitation Coordinator			

2	Ore <b>System</b> Op.	18.53	18.72
18.91	<ul style="list-style-type: none"> <li>Jack Driver</li> <li>Pit Utility</li> <li><b>Mill</b> Operator 5</li> </ul>		
1	Labourer	17.98	18.16
	18.34		

## MINE DEPARTMENT JOB CLASSIFICATIONS

For **all** jobs, Common Core is a prerequisite.

### PRODUCTION

#### MINER 1:

Having attained the Underground Hard Rock Miner's Certificate (8 specialties). Only holders of this certificate who perform primary blasting work in a production or development heading will be paid at the PMI rate.

#### MINER 2:

Must have the PM3 criteria. Have a development and a production specialty. Be trained on all associated equipment.

#### MINER 3:

Must have the PM4 criteria. Have the Trackless Haulage Specialty and be trained on the Mucking Machine, Electric and Diesel LHDs, and Remote Track and Trackless Haulage.

#### MINER 4:

Track Haulage Specialty and be trained in Chute Blasting.

### SUPPORT

#### MINER 1:

Must have completed all 11 modules of the Underground Construction Specialty.

## **MINE**

Must have the SM3 criteria and have the Shotcreting Specialty and/or Pikrose Hoist training and be trained in Primary Blasting and Ground Support. Must have an additional 4 modules (U0085.05, U0085.06, U0085.08 and U0085.09), for a total of 10, of the Underground Construction Specialty.

### **MINER 3:**

Must have the SM4 criteria and have the Oxy-Acetylene Cutting Specialty and the Ventilation Installation and Maintenance Specialty. Will have been trained on Rigging Procedures. Must have 6 modules (U0085.01, U0085.02, U0085.03, U0085.04, U0085.07 and U0085.010) of the Underground Construction Specialty.

### **MINER 4:**

Be trained in secondary blasting and have specialties in Pipe Installation and Maintenance and Track Installation and Maintenance.

## **LONGHOLE**

### **LOADER 1:**

Must have the LHL2 criteria and have the qualifications to read engineering layouts, load holes and tie in longhole blasts.

### **LOADER 2:**

Be trained on diesel LHD and secondary blasting. Will acquire the qualifications to operate loaders and stem blast holes.

Those employees in the PM2 classification not pursuing training will be classified as Primary Miners and have their rate “frozen” until negotiated rates catch up. The total number of Primary Miners, PM2 and PM1 combined will be limited to the Company’s requirements *for* primary blasters. Primary Miners, PM2 and PM1 will regularly do primary blasting work, but may be assigned other work. Primary blasting work is work that is within the drill, blast and mucking cycle of development or production headings.

Postings will be made for training to meet the Company’s requirements. When considering the qualifications of training posting candidates, preference will be given to those employees who have completed training in the classification below that for which the training is offered. The Company will not be obliged to consider applicants for training from employees who were awarded training postings in the previous three months. Employees successfully bidding on a lower job class will receive the lower rate.

**PRIMARY MINER:**

Have the PM3 criteria and the appropriate Production or Development Specialty.

**SHAFT CONVEYANCE OPERATOR:**

Must be a Dome licensed conveyance operator and have the appropriate specialty. Have the qualifications to operate the 10 Ton crane, and the 950 loader (both bucket and fork application), zim car and cage charring device.

**ORE SYSTEM OPERATOR:**

Have the Crushing Specialty. Be trained in secondary blasting, ore/waste pass tending and shaft signals. Have the qualifications to operate the ore

pass and loading pocket facilities.

**SANIT**    **JN CO-ORDINATOR:**

Perform the tasks of cleaning toilet facilities and other general clean up.

## **MILL DEPARTMENT LINES OF PROGRESSION**

This system is a true line of progression to the operator 1 level, and as such training and jobs up to this level will not be posted. To ensure that all employees have a guaranteed opportunity for advancement, each employee will be offered at least one operating skills module they require for their next promotion in each 18-month period. For the entry level position employees will be offered all necessary common core modules and one operating skills module within the first six months of being hired or transferred to the Mill Department. Successfully completed operating skills modules will qualify operators for the corresponding Ontario Ministry of Skills certification.

### **PRODUCTION LEADER:**

Fully qualified operator 1, fulfilling the job description outlined below. Assumes the following responsibilities on night shift:- assists shift mechanic/electrician with priorities and call-outs; co-ordinates work request entries and participates in daily planning meetings; supports other operators in troubleshooting; monitors downtime and notifies staff when necessary; in case of accidents completes notification, gathers information and if necessary ensures preservation of wreckage in accordance with legislation; ensures environmental monitoring and spill response in accordance with the tailings system operating manual; notifies staff and the appropriate JH&S representative in cases of work refusal, and fulfils roles outlined in the emergency response plan. The leader does not supervise employees outside the scope outlined above and does not discipline employees in any circumstance.

The Company shall have the right to select and train bargaining unit employees to become Leaders. Both

parties agree that this is a designated position and shall not be subject to the posting procedure.

**OPERATOR 1:**

Successfully completed utility, crushing, grinding and CIP operation skills modules. Operates utility, crushing, grinding and CIP on a 3-month rotation, and covers leader role during his/her absence. Has seventy-two (72) months of Dome Mill (or equivalent process) experience.

**OPERATOR 2:**

Successfully completed utility, crushing, grinding and CIP operation skills modules. Operates utility, crushing and grinding on a 3-month rotation, covers operator 1 role during his/her absence. Has fifty-four (54) months of Dome Mill (or equivalent process) experience.

**OPERATOR 3:**

Successfully completed utility, crushing and grinding operation skills modules. Operates utility and crushing on a 3-month rotation, covers operator 2 role during his/her absence. Has thirty-six (36) months of Dome Mill (or equivalent process) experience.

**OPERATOR 4:**

Successfully completed utility and crushing operation skills modules. Operates utility and crushing on a 3-month rotation. Has eighteen (18) months of Dome Mill (or equivalent process) experience.

**OPERATOR 5:**

Successfully completed utility and/or crushing operation skills modules. Operates utility and/or crushing according to the needs of the operation. Has six (6)



months of Dome Mill (or equivalent process) experience.

**LABOURER:**

Entry level position. Operates all necessary equipment for mill clean-up and other ancillary functions. Successfully completes mill common core, U/G common core modules 1 & 2, and either the utility or crushing operation skills module within six (6) months of hire or transfer into the Mill Department.

**PLANT DEPARTMENT  
LINES OF PROGRESSION**

**JOB**

**CLASSIFICATION**

**APPRENTICESHIP PROGRAM**

JOURNEYMAN	Successful completion of apprenticeship contract and successful completion of trade tests through the Ontario Ministry of Training, Colleges and Universities Apprentice and Tradesmen's Qualification Act.
APPRENTICE 1	Successful completion of 80% of Apprenticeship contract.
APPRENTICE 2	Successful completion of 60% of Apprenticeship contract.
APPRENTICE 3	Successful completion of 40% of Apprenticeship contract.

APPRENTICE 4      Successful completion of 20% of  
Apprenticeship contract.

**JOB**

**CLASSIFICATION**

**APPRENTICE**

**SHIP PROGRAM**

**APPRENTICESHIP PROGRAM**

SERVICEMAN 1      Have qualifications of Serviceman 2 and  
has successfully completed the Dome  
Serviceman 1 evaluation. Capable of  
repairing and mounting tires on all types of  
mobile equipment and to operate the 966  
Loader. Keep records of tire usage and  
condition. Assists mechanics with repairs  
as required.

SERVICEMAN 2      Has a basic understanding of all Surface  
Mobile equipment. Fuels, services and  
performs minor repairs to equipment.  
Assists mechanics with repairs as  
required. After twelve months experience  
and successful completion of the Dome  
Serviceman 2 evaluation begins on the job  
training to work towards becoming a  
Serviceman 1.

LABOURER      Entry level position

Job vacancies that are outside the Line of Progression, other than the lowest classification will be posted in accordance with

Article 9.05(i). Job vacancies within the Lines of Progression may or may not be posted in accordance with Article 9.05(iii). Trades employees that have come through the Dome System Line of Progression from previous agreements are now considered as Uncertified Journeymen as outlined in the Job Requirements for Jobs outside the Lines of Progression section of this agreement. These individuals will be expected to take advantage of all in house training, evening training opportunities and related job experience to allow them to challenge the trades tests through the Ontario Ministry of Training, Colleges and Universities Apprentices and Tradesmen's Qualification Act and Regulation 1055. The evaluation indicated in the Serviceman 1 and 2 paragraphs above will be of a hands on nature and will be developed by a Heavy Duty Mechanic and Pit Shop Supervisor.

The following is a list of recognized trades that are currently used at Dome Mine and for which apprenticeships may be offered:

Industrial Electrician	Industrial Mechanic – Millwright
Fitter (Structural Steel/ Platework)	Heavy Duty Mechanic
General Machinist	General Carpenter
Hoisting Engineer (Crane Operator)	Instrument Mechanic

The Company shall have the right to select and train bargaining unit employees to become lead hands. Both parties agree that this is a designated position and shall not be subject to the posting procedure.

## **JOB REQUIREMENTS FOR JOBS OUTSIDE THE LINES OF PROGRESSION**

### **UNCERTIFIED JOURNEYMAN**

Has a minimum of 72 months of experience

working on mining related equipment within a specific trade line.

OR

An individual that has fulfilled the time and training obligation of the apprenticeship program but has not successfully completed the trades tests through the Ontario Ministry of Training, Colleges and Universities Apprentice and Tradesmen's Qualification Act.

#### CRUSHING/CONVEYANCE MAINTAINOR

Must be able to operate the Crusher and Loading Pocket systems, perform rope and conveyance maintenance and inspect and perform mine shaft repairs including timber and rock repairs. Has completed the Dome shaft signal course. Has completed Underground Common Core training including Shaft Maintenance specialty.

#### HOISTMAN

Is qualified to operate both the man and rock hoists, Must be physically and mentally fit and be the holder of a hoist operators medical certificate in compliance with the OSHA regulations. Is qualified to operate compressor house and be the holder of a compressor operator's or Stationary Engineer's certificate. Trained to use a Scott Air Pack.

## HEAVY EQUIPMENT OPERATOR

Is qualified to operate Cat 950 loader both bucket and fork application, Cat 16G grader and 15 ton mobile crane. Have the necessary certificates in accordance with the OHSA regulations.

TRUCK DRIVER Is qualified to operate the tandem and single axle dump trucks, for hauling, sanding and watering applications.

## OPEN PIT JOB CLASSIFICATIONS

**Shovel Operator:** Be qualified to operate a 2300 P & H shovel. Read and understand digging plans to minimize ore / waste dilution and operate around old underground workings.

**Pit Driller:** Be qualified to operate a C 45 Drilltech (both hammer and rotary) and a C 90 Drilltech drill. Read and understand probe hole drilling plans. Have an understanding of Dome blast hole sampling procedures.

**Pit Equipment Operator:** Be qualified to operate track dozer and rubber tire dozer, production loader, grader and excavator in the excavator and rock breaker configuration.

**Heavy Duty Truck Driver:** Be qualified to operate the Cat. 777 & 785 haulage truck and the Cat. 777 water and sand trucks.

**Pit Primary Crusher Operator:** Be qualified to operate the primary gyratory crusher and perform all related job functions.

**Pit Utility:** Once an employee has accumulated 500 hrs. operating a haul truck, primary crusher or a combination of the two which adds up to 500 hrs. He or she will be promoted to the Utility position, be

qualified to operate the primary crusher and/or heavy-duty truck.

**Labourer:** Entry level position. Be qualified to perform cleanup and general pit duties. Become trained as a pit primary crusher operator and/or a heavy duty truck driver.

All job vacancies above the Pit Utility position will be posted in accordance with Article 9.05 (i).

Training opportunities above the level of Pit Utility will be posted. Candidates will be selected in accordance with Article 9.05 (v). When a training position for Shovel Operator becomes available the applicants will only be considered if those employees have spent time in the Pit Equipment Operator position or have documented previous experience. Training will be offered to meet needs of the operation. Above the classification of Pit Utility, once the employee has been accepted into a specific training program, Pit Primary Crusher Operator Heavy Duty Truck Driver, Pit Equipment Operator, Pit Driller, or Shovel Operator, the Company is not obligated to consider him/ her for training in another training classification for one (1) year.

Employees entering the Open Pit Dept. Will progress up to the Pit Utility classification.

## **OPEN PIT EQUIPMENT TRAINING**

Once an employee has been checked out (able to perform a proper circle check) & deemed able to maneuver a piece of Pit equipment in a safe manner, the time to be deemed Qualified will be calculated as follows.

### **1. PIT EQUIPMENT**

- o Dozer: up to 500hrs & signed off by the General Foreman or his designate.
- o Grader: up to 500hrs & signed off by the General Foreman or his designate.
- o Loader: up to 500hrs & signed off by the General Foreman or his designate.

**The three pieces of equipment are the minimum requirements to be considered eligible for a Pit Equipment Posting.**

- **8-24:** up to 100hrs & signed off by the Pit Supervisor.
- o Excavator (with bucket): up to 500hrs & signed off by the General Foreman or his designate.
- o Excavator (with hammer): up to 100hrs & signed off by the Pit Supervisor.

### **2. SHOVELS**

- o Minimum of 100hrs to operate solo. Up to 300hrs & signed off by the General Foreman or his designate.

### **3. DRILLS**

- o Up to 500hrs & signed off by the General Foreman or his designate.



#### 4. PRIMARY CHRUSHER

- Up to 500hrs & signed off by the General Foreman or his designate.

In the event an employee (trainee) has reached the allotted time an extension maybe granted if it can be mutually agreed upon, between the Union & the Company.

### 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 (C.P.I.)" 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.

**LETTER OF UNDERSTANDING**  
**GOLD BONUS**

For the duration of this Collective Agreement all bargaining unit employees will be eligible for the following premium based on the gold spot price (\$US) in London, England.

If the average price of gold is equal to or greater than \$325 an ounce in a quarter, employees will receive a premium of \$0.20 per hour for all basic hours worked.

If the average price of gold is equal to or greater than \$350 and ounce in a quarter, employees will receive a premium of \$0.40 per hour for all basic hours worked.

If the average price of gold is equal to or greater than \$375 and ounce in a quarter, employees will receive a premium of \$0.60 per hour for all basic hours worked.

If the average price of gold is equal to or greater than \$400 an ounce in a quarter, employees will receive a premium of \$0.80 per hour for all basic hours worked.

Tom Vincent  
President, Local 7580

Keith Boyle  
Mine General Manager

Dated: November 10, 1999

**LETTER OF UNDERSTANDING**  
**PLANT DEPARTMENT**

Both parties agree that Gino Naletto and Danny Montrose will continue to be paid at Job Class 8 in Schedule I. Conrad Beauchamp will continue to be paid at Job Class 7 in Schedule I.

Tom Vincent  
President, Local 7580

Keith Boyle  
Mine General Manager

Dated: November 10, 1999

LETTERS OF UNDERSTANDING  
ON COOPERATION

The Union and the Company are desirous to grow the relationship developed during negotiations to effectively deal with and advance issues that arise during the term of this collective agreement. They recognize that ongoing consultations and open communications will forward this objective.

The parties agree to meet at a frequency of no less than once quarterly wherein matters of mutual concern and interest can be freely and candidly discussed, with a view to exploring possible solutions which are acceptable and beneficial to employees, the Company and the Union.

Topics to be reviewed may include, but not limited to, contracting out, temporary employees, job postings, overtime work, training, and hours of work.

The Union and Company are in particular desirous of developing a process to more effectively deal with the reductions in the workforce. To meet this objective, a significant cultural shift needs to occur. In particular, the use of the word "qualification" as an alternative to the words "skill and ability", as previously applied, has been incorporated into the present agreement. Qualification where outlined in this collective agreement is understood to be defined from Webster's Ninth New Collegiate Dictionary – 1990.

The parties recognize that a fair and honest process for performance reviews is a necessary complement to the priority put on seniority and qualifications. This process must be supported by management, union, supervision, and

employees for it to be successful.

The parties agree to form a joint Sub-committee of not more than four **(4)** members of equal representatives for a period of not more than six months following the date of ratification of the collective agreement to make recommendations to Management and the Local Union Executive concerning a process for performance reviews required for coaching of people to better themselves.

The parties further agree that the work of the Sub-committee is of the utmost importance. To this end the Mine General Manager will monitor the work and progress of the Sub-Committee during its six-month term.

Tom Vincent  
President, Local 7580

Keith Boyle  
Mine General Manager

Dated: November 10, 1999

**LETTER OF UNDERSTANDING**  
**GRIEVANCE PROCEDURE**

The Company and the Union agree to form a joint committee whose members shall be Domenic Rizzuto and Scott Emery. The committee will develop a proposal on joint grievance procedure training, notification and designing a new grievance form.

This committee will report back to the Union Executive and Dome Mine Senior Management within ninety (90) days upon ratification of this agreement.

Tom Vincent  
President, Local 7580

Keith Boyle  
Mine General Manager

Dated: November 10, 1999

**LETTER OF UNDERSTANDING**  
**HUMANITY FUND**

The Company agrees to implement and administer the deduction and remittance of hourly employee contributions to the USWA Humanity Fund. It is also understood that contributions to the Humanity Fund shall be voluntary and shall not exceed one dollar (\$1.00) per pay period. Should contributions to the Fund fall below one hundred and fifty dollars (\$150.00) per month after the first year of the Agreement, this practice will be discontinued.

Tom Vincent  
President, Local 7580

Keith Boyle  
Mine General Manager

Dated: November 10, 1999



LETTER OF UNDERSTANDING  
ALLOTMENT OF VACATIONS

When allotting the number of employees off on vacation, the spare supervisor taking the place of the supervisor during his absence will not be considered in the equation.

Tom Vincent  
President, Local 7580

Keith Boyle  
Mine General Manager

Dated: November 10, 1999

**LETTER OF UNDERSTANDING**  
**OPEN PIT EATING AREA**

The Company will provide an accessible eating area for the Open Pit employees. Travelling time to and from the workplace to this area will be within the designated lunch periods. The Company will endeavour to provide transportation for drillers to and from the eating facilities, so long as this does not interfere with the efficiency of the pit operations.

Tom Vincent  
President, Local 7580

Keith Boyle  
Mine General Manager

Dated: November 10, 1999

**LETTER OF UNDERSTANDING**  
**APPRENTICESHIP SCHOOL**

The Company agrees, for the duration of this Agreement, that all apprentices who take unpaid leave of absence to attend apprenticeship school, will receive the difference between their rate of forty **(40)** hours per week less the current U.I.C. rate for each week they attend school. This amount will only be paid after successful completion of each unit of school.

Tom Vincent  
President, Local 7580

Keith Boyle  
Mine General Manager

Dated: November 10, 1999

## TERM OF AGREEMENT

- (a) The terms of this Agreement shall be three (3) years from ~~October 31, 1999~~ to **October 30, 2002**.
- (b) 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 18th day of November, 1999.

### UNITED STEEL WORKERS OF AMERICA

T. Vincent	S. Emery
J. Miller	M. Lepine
D. Lefebvre	G. Warne
J. Kmit	

### PLACER DOME (CLA) LIMITED - Dome Mine

K. Boyle	D. Rizzuto
R. Stransky	B. St. Onge
C. Hennessey	A. Zuk