

AGREEMENT

Between

PLACER DOME (CLA) LIMITED

South Porcupine, Ontario

and

**UNITED STEELWORKERS
OF AMERICA**

Dated November 1, 2002

00113(08)

PJV is...



One Team
Two New Mines
Triple Zero
For Everyone

...Our Future

**COLLECTIVE AGREEMENT
2002 - 2005**



PLACER DOME (GLA) LIMITED
MANAGER OF PORCUPINE JOINT VENTURE

And

**UNITED STEEL WORKERS
OF AMERICA**
Local 7580



Our

Health & Safety Charter in Placer Dome

Our Beliefs:

- There is no such thing as a hazard-free workplace
- All hazards can be safeguarded
- Working safely must *become* the natural way to work
- Effective leadership is essential to success
- Achieving and maintaining excellence in safety is a never-ending process
- injuries are not okay
- To achieve "zero injuries" we must go beyond legislative compliance

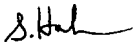
Our Principles:

- Zero injuries is *the* only goal
- Employees must be involved in developing safety practices
- Management provides leadership and direction in safety
- Working safely is a condition of employment
- "Good Safety" equals "Good Business"
- Our people care for each other's health and safety

Our Policy:

It is the health and safety policy at all of our sites and in all of our activities world wide to:

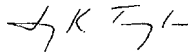
- Provide a safe and healthy workplace for all our people including employees, contractors and visitors
- Train and motivate all our people to work in a safe and responsible manner
- Make health and safety a part of all business decisions
- Integrate the highest safety standards through exploration, design, construction, operations and closure
- Apply "**best** practices" to ensure that our health and safety performance is recognized as a world leader
- Comply with relevant legislation and exceed community expectations
- Strive for continual improvement in our health and safety performance by setting and reviewing achievable targets
- Hold all our people accountable for health and safety
- Ensure all our people understand that no task is so important that time cannot be taken to complete work safely.



GARY HALVERSON
Mine General Manager
Porcupine Joint Venture



GEORGE PIRIE
Vice-President & CFO
Placer Dome Canada



JAY TAYLOR
President & CEO
Placer Dome Inc.

INDEX**Page #**

Absence	25
Apprenticeship Program.....	28
Arbitration.....	14
Benefits	51
Group Life Insurance	51
OHIP.....	52
Drug Plan and Extended Health Care.....	52
Vision Care Benefit Plan.....	52
Weekly Indemnity.....	53
Long Term Disability	53
Dental Plan	54
Pensions.....	54
Bereavement Leave.....	47
Bulletin Boards.....	44
Contracting Out.....	5
COLA - Schedule II	75
Definition	2
Discharge Cases.....	15
Floater	39
General Holidays	39
Gold Bonus	77
Grievance Procedure	8
Cooperative Problem Solving Model.....	8
Stage One	10
Stage Two	10
General	11
Stewards and Grievance Committee	12
Health and Safety.....	48
Hours of Work	32
Matrix.....	38
Humanity Fund.....	82
Job Posting.....	20
Jury Duty and Crown Witness,	47
Layoffs	17

The parties are committed to a profitable and stable Company. 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

INDEX

Page #

Leave of Absence	25
Maintenance – Job Requirements for Jobs Outside the Lines of Progression.....	68
Maintenance – Lines of Progression.....	66
Management's Rights.....	6
Mill – Lines of Progression.....	64
Mine – Job Classification.....	59
No Cessation of Work.....	10

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 1 DEFINITION

- 1.01(a)** The words "employee" or "employees" wherever used in this Agreement shall mean respectively an employee or employees included in the bargaining unit defined in the Certificate of the Ontario Labour Relations Board dated the 27th day of May, 1969, unless it appears otherwise from the context, as follows: All employees at its operations in the Townships of Tisdale, Whitney, Shaw and Deloro including Porcupine Peninsular, Goldhawk Open Pit, Goldhawk and Night Hawk Lake Mine 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, Maintenance 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 (not training) 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, meetings, 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.

- 2.02 (c)** The Company will fully support the Spare Supervisor or Production Leader in dealing with charges alleging breaches of the Occupational Health and Safety Act, unless disregard for workplace legislation and/or Company policies are involved. Save for exceptional circumstances, to be determined by the Company at its sole discretion, this support is confined to the disposal of the initial charges.

A Spare Supervisor or Production Leader who is charged with a work related offence shall report the matter immediately to his/her Manager/Superintendent, who will direct the matter to the Mine General Manager. The Spare Supervisor or Production Leader will participate in any related investigation providing full details of dates, times, who was involved, the outcome, witnesses, environmental factors and any other information that may be helpful in responding to these charges. Any reports submitted in the course of the incident investigation shall be addressed to Legal Counsel marked "privileged and confidential."

Subject to approval by the Company, the Spare Supervisor or Production Leader may retain legal counsel of his/her choice. The Company will reimburse the Spare Supervisor or Production Leader for reasonable legal expense.

The Company will decide in its sole discretion, the extent to which it will pay any fines and whether any disciplinary action will be taken.

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 President plus one member and the Maintenance Manager 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 President 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.
4. This Committee will be reestablished with planned meetings and Minutes of Meetings to be posted on bulletin boards.

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 Company's 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. At the initial meeting between the Supervisor and employee where the problem solving model is used, the Supervisor or Union Steward (if present) must complete the Cooperative Problem Solving form. A copy shall be forwarded to the Chief Union Steward and Human Resources Manager.

- (2) Employee(s) may present any complaint to their immediate supervisor with or without a steward present, within ten (10) calendar days of the discovery of the circumstances, and is encouraged to seek settlement, before the dispute is entered into the grievance procedure at Stage One. The Supervisor shall conduct the problem solving session and respond to the employee in writing within ten (10) calendar days of being notified of a request for problem solving with an employee.

- (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

4. **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 receipt of written decision from the Supervisor following the Problem Solving Session.
- 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 Manager/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 Manager/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 Manager/Superintendent or the Union President.

- (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 Manager/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 Department, 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 President, 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, President, Human Resources Representative and Department Manager/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.

All persons attending grievance meetings will do so with no loss of earnings.

- (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 it 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 his/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. Production Raise Miner 1 and Production Raise Miner 2 will be deemed to be in the same job classification. Longhole Loader 1 and Longhole Loader 2 will be deemed to be in the same job classification. Mill Leader and Mill Operator 1 will be deemed to be in the same classification. All classes of Stationary Engineers will be deemed to be in the same job 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 and/or demonstration.
- (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/or demonstration and familiarization to safely perform the **job** that he/she was recalled to.
- (e) In the event of lay-off due to the downsizing of any department, and provided the employee works his/her last scheduled shift, all employees laid off 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 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) 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.
 - (iii) Employees who wish to be considered for the job vacancy must file an application with their Supervisor. The Company will provide the appropriate forms.
 - (iv) 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 and/or demonstration.

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

- (v) 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.

- (vi) 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.

- (vii) 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.
- (viii) 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.
- (ix) The job posting procedure will not apply if the vacancy is filled with an employee, who due to health problems, requires accommodation. Such an employee will be identified to the Union prior to placement in the job.

- (x) Employees going on annual vacation may file an application for a specific job classification in writing to the Human Resources Manager. The application will serve as a request for the position posted during his/her absence on vacation.

- (xi) 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.

- (xii) 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 twelve (12) months outside the bargaining unit in any thirty six (36) month period.

While this employee is on temporary assignment outside of the bargaining unit, his/her job will be filled through a temporary posting. When the employee returns to the bargaining unit he/she will return to the same job as he/she held prior to the temporary appointment.

- (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 shall return with no seniority for the purposes of job postings or layoffs.
- (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 Manager/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 Supervisor a minimum of 30 minutes 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 Maintenance 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 Manager 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 on his 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
- (d) Production Raise Miner 1 and Production Raise Miner 2

All vacation requests for the annual period between March 16th to March 15th of the following year, submitted prior to March 1st 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 15th. All vacation requests submitted after March 1st 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.

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.

10.04 Where any continuous shift schedule as defined in Article 11.01 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 (a)** The standard work week for normal day shift on surface operations and normal day and night production shifts underground shall be composed of forty (40) hours consisting of five (5) days of eight (8) hours per day, Monday to Friday inclusive, except in cases of emergency. The standard work week for 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 case of emergency.
- 11.01(b)** The standard work week in the case of 12-hour continuous shift employees shall be composed of an average of forty-two (42) hours per week per shift cycle, as scheduled by the Company and agreed to under the "Averaging Agreement".
- 11.01 (c)** The standard work week in the case of 10 ½ hour shift employees on the 7x7 schedule shall be composed of an average of thirty-six and three quarters (36.75) hours per week per shift cycle, Wednesday to Tuesday inclusive.
- 11.01 (d)** The standard work week in the case of 10 ½ hour shift employees on the 4x4 schedule will be forty-two (42) hours per week for the first four shift cycles and thirty-one and one half (31.5) hours per week for the last four shift cycles, as scheduled by the Company.
- 11.01 (e)** Employees who work on the 10 ½ hours shift schedule will be guaranteed an average of one (1) optional make-up shift per month as a supplement for the shortage of regular hours. The Company will schedule this make-

up shift. The employee must accept or reject the make-up shift in writing in advance.

- 11.01 (f)** It is agreed by both parties that the day shift will commence anytime between 5:00 a.m. and 9:00 a.m.
- 11.01 (g)** It is understood if job positions require a change of shift rotation as per the established shift rotations in this collective agreement, initial placement of these positions will be filled on a voluntary basis by employees currently in those job classifications by seniority. In the event there are less volunteers than required the most junior employees in those job classifications will be required to move to that rotation.
- 11.02 (a)** 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.
- 11.02 (b)** For 10 ½ hour shift employees on the 7x7 rotation overtime rates will be paid after eighty (80) hours per shift cycle.
- 11.02 (c)** For 10 ½ hour shift employees on the 4x4 rotation overtime rates will be paid after forty (40) hours per week.
- 11.02 (d)** 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.

- 11.02 (e)** Hours worked in accordance with Article 12.03 shall be considered as time worked for purposes of calculating overtime on the continuous shift schedule.
- 11.02 (f)** 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 Bereavement Leave under Article 17.01 or for Jury Duty and Crown Witness under Article 18.01 shall be considered as hours worked.
- 11.02 (g)** 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.
- 11.02 (h)** 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 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.
- 11.03** 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 and ten and one half hours (10.5) 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 lunch.

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 10.5 and 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	Scheduled Work Day				All Hours Worked when Scheduled Work Day is a Stat.	Work Over Standard Work Week	Shift Premium (\$ per Hour)	Sunday Premium (\$ per hour)	*Underground incentive or bonus employees are not eligible for shift premiums
			First 8 Hours	8 to 10.5 Hours	After 10.5 Hours	After 12 Hours					Overtime Paid
U/G*	8 hours	30 min paid	1.0	1.5	1.5	1.5	1.5			Overtime paid for work over 40 hours in the Standard Work Week	
Maint. U/G	8 hours	30 min paid	1.0	1.5	1.5	1.5	1.5	\$0.55 per hour for scheduled afternoon shifts.	1.50		
Maint. Surface	8 hours	30 min unpaid	1.0	1.5	1.5	1.5	1.5	\$0.65 per hour for scheduled graveyard shifts.	1.50		
Mill	8 hours	30 min unpaid	1.0	1.5	1.5	1.5	1.5		1.50		
4x4 Schedule	12 hours	2 - 30 min paid	1.0	1.0	1.0	1.5	1.5	1.5	\$0.55 per hour for the last four hours of day shift.	1.50	4 Hrs Overtime paid in work week where scheduled and works 48 hours.
2x2x3 Schedule	12 hours	2 - 30 min paid	1.0	1.0	1.0	1.5	1.5	1.5	\$0.55 per hour for the first four hours of night shift. \$0.65 per hour for the last eight hours of night shift.	1.50	
7x7 Schedule*	10.5 hours	30 min paid	1.0	1.0	1.5	1.5	1.5	n/a	\$0.55 per hour for the last 2.5 hours of day shift.	1.50	Overtime paid for all scheduled hours worked in excess of 80 Hrs over 2-week period.
4x4 Schedule	10.5 hours	30 min paid	1.0	1.0	1.5	1.5	1.5	n/a	\$0.55 per hour for the first four hours of night shift. \$0.65 per hour for the last 6.5 hours of night shift.	1.50	Overtime paid for work over 40 hours in the Standard Work Week

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.

**Victoria Day
Canada Day
Labour Day
Good Friday
Civic Holiday**

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

*** 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:

	2003	2004	2005
Christmas Day		Dec 24	Dec 23
Boxing Day		Dec 27	
New Year's Day			Dec 31
Canada Day		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, 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 a non occupational illness; provided, however, that the employee reports immediately to his/her Shift Boss or Foreman and may be subject to being examined by a doctor and declared medically unfit for work;
 - (c) The employee may be subject to provide reasonable proof of his/her absence to the Company.

- 12.03** The following shall govern General Holidays for 10.5 and 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 10.5 or 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 10.5 or 12 hours' pay at straight time provided all other requirements are met; and
 - (c) Where the employee's regular scheduled 10.5 or 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 10.5 or 12-hour schedule on a mutually agreeable work day and paid at their regular base rate.
 - (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 10.5 or 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 remainder of the shift, 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 remainder of the shift. 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 Company's property or in the underground workings of the Company by the Union or any employee.
- 14.02** The Company will provide one bulletin board for the Mine Dry, Open Pit, Maintenance 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 Mine 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**
Manager of the Porcupine Joint
Venture
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 President 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, step 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 the 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 10.5 or 12-hour schedule is in effect and an employee's regular scheduled 10.5 or 12-hour day qualifies in the same manner as an employee's 8-hour day qualifies, he/she shall receive pay for the 10.5 or 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 Company 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, Maintenance, 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 the second Thursday of every month in the afternoon. 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:

Effective the first of the month following ratification, coverage will increase from sixty thousand dollars (\$60,000) to seventy thousand dollars (\$70,000).

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 \$275.00 every two (2) years.

(b) Prescription Safety Glasses:

The Company will pay 100% of the cost of Prescription Safety Glasses and replacement lenses to a maximum total of \$250.00; 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 Human Resources Department**, 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.

20.06 (a) Weekly Indemnity

The Company will pay the premium to provide a weekly benefit of five hundred dollars (\$500.00) 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 the continuous shift schedule 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 continuous 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 continuous shift 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, 2002, the Plan shall provide to eligible employees an amount of \$1,800.00 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, 2002, the Dental Plan shall be updated to reflect current Ontario Dental Association Rates and updated each year. 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 forty-five dollars (**\$45**) per month per year of pensionable service for past and current service.

Effective November 1, 2003 the Pension Plan shall be forty-eight dollars (\$48) per month per year of pensionable service for past and current service.

Effective November 1, 2004 the Pension Plan shall be forty-nine dollars (\$49) 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 \$18.00 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, 2002, the bridging supplement shall be \$18.00 per month per year of service to age 65 or death.

Effective November 1, 2003, the bridging supplement shall be \$19.00 per month per year of service to age 65 or death.

- (f) 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

Job Class	Job Classification	Oct. 31/02	Oct. 31/03	Oct. 31/04
9	Journeyman Production Leader Stationary Eng. 1 st Class Worker Health & Safety Representative	\$24.36	\$24.85	\$25.35
8	Production Miner 1 Support Miner 1 Raise Miner 1 Uncertified Journeyman Apprentice 1 Hoistman Stationary Eng. 2 nd Class Shovel Operator Crushing/Conv. Maintainer	23.46	23.93	24.41
7	Production Miner 2 Support Miner 2 Raise Miner 2 Apprentice 2 Stationary Eng. 3 rd Class Mill Operator 1 Pit Driller	21.98	22.42	22.87
6	Shaft Conv. Op. Stationary Eng. 4 th Class Compressor Operator Mill Operator 2 Primary Miner Pit Equipment Operator Longhole Loader 1	21.42	21.85	22.29

SCHEDULE I - HOURLY RATES (con't)

Job Class	Job Classification	Oct. 31/02	Oct. 31/03	Oct. 31/04
5	Production Miner 3 Support Miner 3 Surface Crew Leader Apprentice 3 Heavy Equip. Op. Mill Operator 3 Heavy Duty Truck Driver Serviceman 1	20.82	21.24	21.66
4	Longhole Loader 2	20.25	20.66	21.07
3	Production Miner 4 Support Miner 4 Apprentice 4 Pit Primary Crusher Op. Serviceman 2 Mill Operator 4 Sanitation Coordinator	19.66	20.05	20.45
2	Ore System Op. Truck Driver Pit Utility Mill Operator 5	19.10	19.48	19.87
1	Labourer	18.52	18.89	19.27

MINE DEPARTMENT JOB CLASSIFICATIONS

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

PRODUCTION

MINER 1:

Mandatory:

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 PM1 rate.

Optional:

Be trained in the operation of associated equipment at the needs of the operation.

MINER 2:

Mandatory:

Must have the PM3 criteria. Have a development and a production specialty. Specialty training (U0054 Regular Cut and Fill) will be offered to those requiring the specialty. If training is refused the employee must sign a Training Refusal and will fall back to a Primary Miner classification.

Optional:

Be trained in the operation of associated equipment at the needs of the operation.

MINER 3:

Mandatory:

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

Optional:

Be trained in the operation of associated equipment at the needs of the operation.

MINER 4:

Mandatory:

Track Haulage Specialty and be trained in Chute Blasting.

Optional:

Be trained in the operation of associated equipment at the needs of the operation.

RAISE MINER 1:

Mandatory:

Must have the RAISE MINER 2 criteria and 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 PM1 rate.

Optional:

Be trained in the operation of associated equipment at the needs of the operation.

RAISE MINER 2:

Mandatory:

Must have the PM3 criteria and one Raise Specialty Module (U0062 Raise Conventional Untimbered or U0063 Raise Conventional Timbered) *or demonstrate the ability to perform the **work**.*

Optional:

Be trained in the operation of associated equipment at the needs of the operation.

SUPPORT

MINER 1:

Must have completed Module U0085 Underground Construction Specialty.

MINER 2:

Must have the SM3 criteria and have Module U0086 Shotcrete Specialty and/or Pikrose Hoist and Rigging Operation and be trained in Ground Support (Company Module) and Man-way Construction (Company Module).

MINER 3:

Must have the SM4 criteria, Module U0082 Ventilation Installation and Maintenance Specialty and Module U0080 Pipe Installation and Maintenance Specialty. Will also be trained in Timber Cutting, Framing and Installation (Company Module)

MINER 4:

Be trained in secondary blasting and have Module U0075 Track Installation and Maintenance and Module U0033 Oxy-Acetylene Cutting Specialty

LONGHOLE

LOADER 1:

Mandatory:

Must have the LHL2 criteria, Module U0092 Bulk Blasting Mobile Specialty and have the qualifications to read engineering layouts, load holes and tie in longhole blasts.

Optional:

Be trained in the operation of associated equipment at the needs of the operation.

LOADER 2:

Mandatory:

Be trained in secondary blasting and Module U0010 Operate Scoop-Tram. Will also acquire Module U0093 Bulk Blasting Non Mobile.

Optional:

Be trained in the operation of associated equipment at the needs of the operation.

PRIMARY MINER:

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

SHAFT CONVEYANCE OPERATOR:

Must have Module U0083 Operate Cage Specialty. Have the qualifications to operate the overhead crane and the 950 loader (both bucket and fork application).

ORE SYSTEM OPERATOR:

Have Module U0077 Underground Crusher Operator Specialty. Be trained in Company Modules for secondary blasting, ore/waste pass tending and shaft signals. Have the qualifications to operate the ore pass and loading pocket facilities.

SANITATION CO-ORDINATOR:

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

LABOURER: Entry level position. Performs cleanup and other general duties and will be trained as an Ore System Operator and/or a PM-4.

Those employees in the PM2 classification and refusing **“Mandatory” 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.

Note: A list of all associated equipment for each classification will be posted in the mine department monthly.

The company will attempt to fill all training requirements within a classification by training the most senior employees first. If an employee refuses the offered training he must sign a Training Refusal form (regarding SUPPORT MINERS, refusal will result in being lowered to the next classification level). If the company is unable to fill its OPTIONAL EQUIPMENT training needs through the above process, the training needs of the company will be filled by reverse seniority in the classification.

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.

The normal shift rotation schedule will be 3 months. This schedule may be altered by unanimous agreement of a shift and Department Manager approval. The rotation schedule may not be altered more than once per year. The year starts upon ratification of this agreement.

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.

On the day shift the Production Leader is subject to the requirements outlined in Article 2.02 (b).

OPERATOR 1:

Successfully completed utility, crushing, grinding and CIP operation skills modules. Operates utility, crushing, grinding and CIP in accordance with shift rotation language. Has seventy-two (72) months of Dome Mill process experience.

OPERATOR 2:

Successfully completed utility, crushing, grinding and CIP operation skills modules. Operates utility, crushing and grinding in accordance with shift rotation language. Covers for Operator 1 during his/her absence. Has fifty-four (54) months of Dome Mill process experience.

OPERATOR 3:

Successfully completed utility, crushing and grinding operation skills modules. Operates utility and crushing in accordance with shift rotation language. Covers for Operator 2 during his/her absence. Has thirty-six (36) months of Dome Mill process experience.

OPERATOR 4:

Successfully completed utility and crushing operation skills modules. Operates utility and crushing in accordance with shift rotation language. Has eighteen (18) months of Dome Mill 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.

MAINTENANCE 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

- 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 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(ii). 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 Apprentice 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 the Company 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)	Industrial Instrument Mechanic

An individual who holds a valid Certificate of Qualification issued by another province or territory with a red seal is automatically considered to hold a Certificate of Qualification in Ontario.

Lead Hands will be eliminated as a designated position and will not be replaced with another position within the bargaining unit.

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 OSHA 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 production shovel (P&H 2300 Shovel or equivalent). Read and understand digging plans to minimize ore / waste dilution and operate around old underground workings.
- Pit Driller:** Be qualified to operate a production drill (DK45 / DK90 or equivalent in either hammer or rotary modes). Read and understand probe hole and blast hole plans. Have an understanding of Dome blast hole sampling procedures.
- Pit Equipment:** Be qualified to operate track dozer and rubber tire dozer, loader, grader and excavator in the excavator or rock breaker configuration.
- Heavy Duty Truck:** Be qualified to operate Heavy Duty Haul Truck (Cat. 777 Service or rock trucks & 785 trucks or equivalent).
- Primary Crusher:** Be qualified to operate the primary gyratory crusher and perform all related job functions. Be qualified to operate Heavy Duty Haul Truck (Cat. 777 Service or rock trucks & 785 trucks or equivalent).

Laborer: Entry level position. Be qualified to perform clean up and general pit duties. **Become** trained as a Heavy Duty Truck Operator and/or as a Primary Crusher Operator. Once an employee has accumulated 500 hrs operating a haul truck, he/she will be eligible to post for a Heavy Duty Truck position, if available.

- Training opportunities above the level of Pit Laborer will be posted. Candidates will be selected in accordance with Article 9.05(iv).
- 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 and have been signed off as qualified by the General Foreman or his designate.
- Above the classification of Pit Laborer, 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 classification for one (1) year. Heavy Duty Truck training starts from the date training is initiated.
- Training will be offered to meet the needs of the operation.

OPEN PIT EQUIPMENT TRAINING

1. **Checked Out:** When a trainer or a qualified supervisor reviews equipment procedures with trainee and the trainee can demonstrate he/she is able to perform a proper circle check and maneuver a piece of equipment in a safe manner the trainee is deemed "Checked Out".
2. **Qualified:** When a trainee has acquired a training posting in accordance to Article 9.05(v) and has been trained and signed *off* as per training requirements listed below or an Operator with previous documented experience is signed *off* as per the previous section, he/she will be deemed qualified for the purpose of posting. To become qualified an operator must participate in the posted training program or meet the criteria outlined in section 3 below.
3. **Experience:** Previous experience must be documented and he/she must demonstrate the ability to perform all tasks required, to be eligible for a qualification. To be considered documented equivalent experience it must meet or exceed the following requirements within an open pit environment:
 - a. **Dozer:** 25 ton class or bigger.
 - b. **Grader:** 12 foot class or bigger.
 - c. **Loader:** 12yd³ bucket or bigger.
 - d. **Haul Truck:** 85 ton Heavy Duty Rock Truck or bigger.
 - e. **Drills:** Production drills with at least 40,000 lbs of pull down or greater.
 - f. **Shovels:** Electric rope class shovel with 30yd³ bucket or bigger.

Once an employee has been checked out the time to be deemed qualified will be calculated as follows. The maximum hours are only guidelines and will vary depending on the individual performance.

OPEN PIT EQUIPMENT TRAINING REQUIREMENTS

1. PIT EQUIPMENT

- a. Dozer: Up to 500 hrs & signed off by the General Foreman or his designate.
- b. Grader: Up to 500 hrs & signed off by the General Foreman or his designate.
- c. Loader: Up to 500 hrs & signed off by the General Foreman or his designate.

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

- d. Rubber Tire Dozer: Up to 100 hrs & signed off by the Pit Supervisor or his designate.
- e. Excavator (with bucket): Up to 500 hrs & signed off by the General Foreman or his designate.
- f. Excavator (with hammer): Up to 100 hrs & signed off by the Pit Supervisor or his designate.
- g. Miscellaneous Mobile Equipment (bobcat, Cable Loader etc...): Up to 100 hrs & signed off by the Pit Supervisor or his designate.

2. PRODUCTION SHOVELS

- a. Minimum of 100 hours to operate solo without a trainer. Up to 300 hrs & signed off by the General Foreman or his designate.

3. PRODUCTION DRILLS

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

4. PRIMARY CRUSHER

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

In the event an employee (trainee) has reached the allotted time an extension may be granted if it can mutually agreed upon, between the Union and the Company. Ongoing training in the Open Pit Department will be reviewed once per month with a Union representative. If circumstances occur where clarification is required as to the progression of an employee training the award date of the training posting will be utilized to determine training priority, not an employee's seniority.

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.



John Miller
President, Local 7580



Gary Halverson
Mine General Manager

Dated: November 1, 2002

LETTER OF UNDERSTANDING
MAINTENANCE DEPARTMENT

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



John Miller
President, Local 7580



Gary Halverson
Mine General Manager

Dated: November 1, 2002

LETTER OF UNDERSTANDING **UNION/MANAGEMENT COOPERATION**

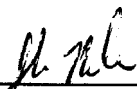
The Union and the Company are desirous to grow the relationship developed during negotiations to effectively deal with and advance issues that arise during the term of this collective agreement. They recognize that ongoing consultations and open communications will forward this objective.

The parties agree to meet the second Thursday of every month in the mornings 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.



John Miller
President, Local 7580



Gary Halverson
Mine General Manager

Dated: November 1, 2002

LETTER OF UNDERSTANDING
GRIEVANCE PROCEDURE

The Company and the Union agree to continue joint training on the grievance procedure.



John Miller
President, Local 7580



Gary Halverson
Mine General Manager

Dated: November 1, 2002

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 mandatory and shall not exceed one cent (\$0.01) per hour base rate for all regular hours worked.



John Miller
President, **Local 7580**



Gary Halverson
Mine General Manager

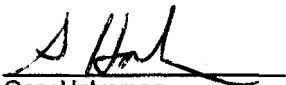
Dated: November 1, 2002

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.



John Miller
President, Local 7580

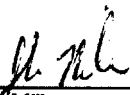


Gary Halverson
Mine General Manager

Dated: November 1, 2002

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 E.I. rate for each week they attend school. This amount will only be paid after successful completion of each unit of school.



John Miller

President, Local 7580



Gary Halverson

Mine General Manager


Dated: November 1, 2002

LETTER OF UNDERSTANDING
SUPERVISORS RETURNING TO BARGAINING UNIT

It is agreed that employees who have been Supervisors for less than 18 months and could be impacted by the change in Article 9.06 (b) will be given 30 days after date of ratification to decide if they wish to return to the Bargaining Unit. These individuals will be identified to the Union.



John Miller
President, Local 7580



Gary Halverson
Mine General Manager

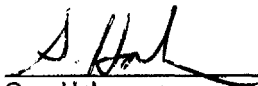
Dated: November 1, 2002

LETTER OF UNDERSTANDING
MANDATORY VISION AND HEARING TESTING

Each employee shall participate in mandatory vision and hearing testing every two years. This program will be developed by the Joint Occupational Health and Safety Committee and be implemented by April 1, 2003. Results of the testing will be supplied to the employee and Occupational Health Nurse and stored in the employee's confidential health files. Any costs associated with the testing will be paid by the Company.



John Miller
President, Local 7580



Gary Halverson
Mine General Manager

Dated: November 1, 2002

LETTER OF UNDERSTANDING
SHIFT SCHEDULES

For the duration of this Agreement, the following shift schedules will be in effect at the Dome Mine:

Pit	Equipment Operators	4x4	12 hours
	Shovel Operators	4x4	12 hours
	Drillers	4x4	12 hours
	All others	4x4	10½ hours
	All others	4x4	12 hours
Mill	Operators	2x2x3	12 hours
	Laborers	5x2	8 hours
UG	Miners	5x2	8 hours
	Bulk Zone	7x7	10½ hours
	Cagetenders	7x7	10½ hours
	Ore Systems Op	7x7	10½ hours
Maint.	Millwrights	2x2x3	12 hours
	Millwrights	5x2	8 hours
	Pit Mechanics	4x4	12 hours
	Pit Mechanics	5x2	8 hours
	U/G Mechanics	5x2	8 hours
	Welders/Fabrication	5x2	8 hours
	Welders/Fabrication	4x4	12 hours
	Bulk Zone Mechanics	7x7	10½ hours
	Hoist Operators	2x3x2	12 hours
	Hoist Operators	5x2	8 hours
	Electricians	2x2x3	12 hours
Shaft Crew	5x2	8 hours	

Effective January 8, 2003 Ore Systems Operators will work the 7x7 10 ½ hour schedule and Electricians will work the 2x2x3 12 hour schedule. **All** other shift schedule changes outlined in Article 11.01 will also occur on January 8, 2003.



John Miller
President, **Local 7580**



Gary Halverson
Mine General Manager

Dated: November 1, 2002

LETTER OF UNDERSTANDING
CONTINUOUS SHIFT SCHEDULE – FUTURE OPERATIONS

Both parties agree that the Company has the right to institute a continuous shift schedule at any future properties that are put into operation. It is also recognized that both the Company and the Union shall mutually agree on shift rotation for the continuous shift schedule prior to implementation.



John Miller
President, Local 7580



Gary Halverson
Mine General Manager

Dated: November 1, 2002

LETTER OF UNDERSTANDING
LAI D OFF EMPLOYEES

An employee who has been laid off and maintains recall rights as per Article 9.02 (c) of the Collective Agreement shall be selected for employment in positionshe/she is qualified, over any external candidates, at any new properties of the Porcupine Joint Venture within a 100 km radius of the Dome Mine Mill.



John Miller
President, Local 7580

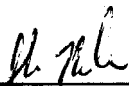


Gary Halverson
Mine General Manager

Dated: November 1, 2002

LETTER OF UNDERSTANDING
RETIREMENT SUPPLEMENT

During the life of this agreement any employee age 60 years and over may elect to retire from the Company under the current conditions of Collective Agreement and receive a monthly supplement of \$1,000 to age 65. These employees will be entitled to continuation of medical benefits to the age of 65. Medical benefits will consist of prescription drugs, vision care and dental as outlined in the Employee Benefits Booklet for Hourly Employees. This package does not include employees who are laid off and elect to receive a severance package. However, should an employee who has been laid off prior to age 60 maintains their recall rights and elects not to take a severance package shall be eligible for this package upon reaching the age of 60.



John Miller
President, Local 7580



Gary Halverson
Mine General Manager

Dated: November 1, 2002

LETTER OF UNDERSTANDING
SIGNING BONUS

Upon date of ratification of this Collective Agreement each member of the bargaining unit will receive a \$750 signing bonus.



John Miller
President, Local 7580



Gary Halverson
Mine General Manager

Dated: November 1, 2002

TERM OF AGREEMENT

- (a) The terms of this Agreement shall be three (3) years from October 31, 2002 to October 30, 2005.
- (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 day of November 1, 2002.

UNITED STEEL WORKERS OF AMERICA

J. Miller

T. Sprowl

S. Millions

J. Kmit

Tom Sprowl
Shawn Millions
Jim Kmit

T. Danis

M. Lepine

G. Warne

Tom Danis
Michel C. Lepine
G. Warne
John Danis

PLACER DOME (CLA) LIMITED

G. Halverson

D. Battiston

H. Starkes

J. Folinsbee

Danny Battiston
J. Folinsbee
H. Starkes

D. Rizzuto

C. Cormier

B. Timler

B. Getty

D. Rizzuto
C. Cormier
B. Timler
B. Getty



PLACER DOME (CLA) LIMITED

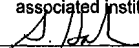
PORCUPINE JOINT VENTURE (PJV)

SUSTAINABILITY POLICY

PJV is committed to being an environmentally and socioeconomically responsible member of the community and to implementing a policy of mining and sustainability. Our Sustainability Policy was developed to create a framework for dealing with issues involving our stakeholders throughout every stage of the mining process.

To fulfill this commitment, **PJV** will:

1. Design, operate, and close our mines in a responsible manner that meets the social, environmental, and economic needs of present and future generations in the local community and the province of Ontario.
2. Manage our facilities in compliance with all legislation and work proactively with Government and Community to lead the industry on future legislative requirements
3. Continuously improve our performance by applying cost effective, best management practices based on ethical conduct, commitment, and minimization of risk.
4. Integrate sustainability as an essential element in the duties of all employees, and encourage adoption of these principles by our business partners. Encourage all employees and contractors working at **PJV** to take ownership of their environment and to foster environmental stewardship
5. Communicate with the public and stakeholders and work towards consensus based on honest discussion and understanding of our mutual concerns and needs.
6. Contribute to the quality of life of our employees, the surrounding communities, and the Province of Ontario, while respecting their cultures, needs, and priorities.
7. Protect human health, reduce our impact on the ecosystem, and return our site to a healthy environment compatible with the needs of the local community.
8. Integrate our activities with the economic development objectives of the community, local businesses, governments, stakeholders, nongovernmental organizations and **associated institutions**, and encourage sustainability beyond the life of **PJV**.



Gary Halverson, Mine General Manager
November 2002

YOUR GROUP INSURANCE PLAN



**Placer Dome (CLA) Limited
Manager of Porcupine Joint
Venture**

**This booklet contains important information and should
be kept in a safe place for future reference.**

**Revised November 1, 2002
Hourly Employees**

INDEX

	Page
Schedule of Insurance.....	1
Eligibility.....	2
Life Insurance for Employees.....	3
Accidental Death & Dismemberment for Employees.....	4
Short Term Disability	6
Long Term Disability.....	7
Supplementary Health Care Benefits.....	12
Pay-Direct Drug Plan.....	15
Dental Care Benefits.....	17
General Provisions Applicable to Health & Dental Care	20
General Provisions	23
Contact Numbers for Dome Mine and the Insurance Carrier.....	25

99

RECEIVED
FEB 12 2004

SCHEDULE OF INSURANCE

Life Insurance and Accidental Death and Dismemberment

\$70,000

Short Term Disability Insurance

\$500 / week

Long Term Disability Insurance

\$1,800 / month

Long Term Disability benefits cease upon attainment of age 65 or prior retirement, and all other benefits cease at retirement.

Employee Contribution

Requests for amounts of insurance other than those to which you are entitled in accordance with the schedule cannot be accepted.

ELIGIBILITY

Employees

All present active full-time employees are eligible on the effective date of the plan.

Active full-time employees hired after the effective date of the plan become eligible for Supplementary Health Care, Dental Care and Long Term Disability upon completion of probationary period. Life Insurance becomes effective on your date of hire.

Dependents

For purposes of dependents' coverage provided under the plan, eligible dependents include the spouse and unmarried children from birth or adoption to their 21st birthday. Also unmarried children 21 years of age and over who are regularly attending school and depend solely upon the employee for support are eligible as dependents until their 25th birthday.

A spouse means the employee's legal spouse by virtue of a religious or civil marriage ceremony, except that if the employee is residing with a person of the opposite sex whom he publicly represents as his spouse, such person shall be deemed to the employee's spouse.

No person may be eligible for benefits both as an employee and as a dependent, or as a dependent of more than one employee.

Dependents become eligible on the same date as you do or, if acquired later, on the date they first become eligible dependents.

Continuation of Dental Care and Supplementary Health Care Benefits for Certain Incapacitated Children

This provision applies if your child is incapable of earning his own living because of mental retardation or physical handicap, and is chiefly dependent on you for support, and is covered under the plan, on the date such benefits would otherwise terminate because the child attained the limiting age.

Benefits for such child may be continued beyond the limiting age, provided proof of incapacity is submitted to the Insurance Company within thirty-one days after the child reached the limiting age, and thereafter as requested.

LIFE INSURANCE

The Life Insurance is payable in event of your death from any cause at any time or place while you are insured. Payment will be made in a lump sum to the beneficiary or beneficiaries designated by you. The beneficiary or beneficiaries may be changed whenever you wish in accordance with Provincial Laws.

If you become totally and permanently disabled while insured and before age 65 and remain so disabled for six months, your Life Insurance will remain in force up to age 65 as long as you remain so disabled provided proofs of disability are furnished as required. The first proof must be filed with the Insurance Company within 12 months following the date you cease active work. Subsequent proofs of disability must be furnished each year thereafter.

ACCIDENTAL DEATH & DISMEMBERMENT (AD&D)
(Underwritten by American Home Assurance Company -
Policy# GTP-901-13-61)

The Accidental Death and Dismemberment Plan insures you against any accidental losses. The amount of insurance provided for you by this benefit is equal to your Basic Life Insurance amount. This coverage is provided on a 24-hour basis, and in the event that you are involved in an accident and suffer a loss within 365 days of the accident, the following amounts are payable:

Loss of:	% of Basic:
Life	100%
Loss of Both Hands	100%
Loss of Both Feet	100%
Loss of Entire Sight of Both Eyes.....	100%
Loss of One Hand and One Foot.....	100%
Loss of One Hand and the Entire Sight of One Eye.....	100%
Loss of One Foot and the Entire Sight of One Eye	100%
Loss of One Arm	75%
Loss of One Leg	75%
Loss of One Hand.....	66 2/3%
Loss of One Foot	66 2/3%
Loss of the Entire Sight of One Eye	66 2/3%
Loss of Thumb and Index Finger of Same Hand.....	33 1/3%
Loss of Speech and Hearing.....	100%
Loss of Speech or Hearing.....	66 2/3%
Loss of Hearing in One Ear.....	16%
Quadriplegia (total paralysis of both upper and lower limbs).....	200%
Paraplegia (total paralysis of both lower limbs).....	200%
Hemiplegia (total paralysis of upper & lower limbs of one side).....	200%
Loss of Use of Both Arms or Both Hands.....	100%
Loss of Use of One Hand or One Foot.....	66 2/3%
Loss of Use of One Arm or One Leg.....	75%
Loss of Four Fingers of One Hand.....	33 1/3%
Loss of All Toes of One Foot.....	12 1/2%

“Loss” as above used with reference to quadriplegia, paraplegia and hemiplegia means the complete and irreversible paralysis of such limbs and must be continuous for 12 consecutive months.

“Loss” as above used with reference to hand or foot means complete severance through or above the wrist or ankle joint, but below the elbow or knee joint; as used with reference to arm or leg means complete severance through or above the elbow or knee joint; as used with reference to thumb

and index finger means complete severance through or above the first phalange; as used with reference to fingers means complete severance through or above the first phalange of all four fingers of one hand; as used with reference to toes means complete severance of both phalanges of all the toes of one foot and as used with reference to eye means the irrecoverable loss of the entire sight thereof.

“Loss” as above used with reference to speech means complete and irrecoverable loss of the ability to utter intelligible sounds; as used with reference to hearing means complete and irrecoverable loss of hearing in both ears.

“Loss” as used with reference to “Loss of Use” means the total and irrecoverable loss of use provided the loss is continuous for 12 consecutive months and such loss of use is determined to be permanent.

The beneficiary for any death benefit payable by this plan will be the same as the beneficiary designated to receive proceeds of your Basic Life Insurance. Dismemberment benefits will be paid directly to you.

No benefits will be payable for losses resulting from:

- Suicide, intentionally self-inflicted injuries while sane, or self-inflicted injuries while insane.
- Travel or flight in aircraft unless you are a passenger.
- Travel or flight in any aircraft owned or operated by the policyholder
- War or service in the armed forces of any country.
- Illness or disease.
- Committing or attempting to commit a criminal offence.
- The inhalation of gas, voluntary or otherwise resulting in death.
- Poisoning or infection, other than infections occurring simultaneously with and in consequence of an accidental cut or wound.
- Injuries of which there is no visible contusion or wound on the exterior of the body, unless either drowning or internal injuries are revealed by an autopsy.

The coverage provided by this plan will cease on the same date that your Basic Life coverage ceases.

SHORT TERM DISABILITY INSURANCE (STD)

Introduction

The Company will pay the premium to provide a weekly benefits of five hundred (\$500.00) 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.

Employees on twelve (12) or ten and one half (10.5) hour shifts shall become eligible for sick pay after having lost sixteen (16) hours of regularly scheduled employment.

Limitations

No benefit will be paid:

- 1) for any period of total disability during which a member is not under treatment by a licensed physician or chiropractor. Recognition of certification of total disability by a chiropractor is limited to one month of disability;
- 2) for any period a member is on leave of absence;
- 3) if a member is disabled as a result of disease for which the member is entitled to payment under any Workers' Compensation or similar coverage;
- 4) after the death of a member or following the member's retirement under his employer's pension plan;
- 5) if a member is engaged in any occupation for compensation or profit.

Recurrence of Disability

If a member ceases to be totally disabled after receiving benefits and, while covered hereunder again becomes totally disabled due to the same or a related cause, the later disability will be considered to be continuation of the previous disability unless such member completely recovered from the previous disability and was continuously actively employed full time and for full pay for a period of at least 30 days after termination of the previous disability.

LONG TERM DISABILITY INSURANCE (LTD)

Introduction

Long Term Disability Insurance is income insurance which guarantees you a monthly income if you become so totally disabled by accidental bodily injury or disease while insured under this plan that you can no longer work for your living.

Definition of Total Disability:

You will be considered "totally disabled" during the first 24 months of a period of disability after the qualifying period if you are unable, solely because of disease or accidental bodily injury, to work at your own occupation. Your own occupation means the type of work in which you are engaged and is not limited to the actual job you are performing prior to the start of a period of total disability. Thereafter, during the same period of disability, you are totally disabled only if you are unable, solely because of disease or accidental bodily injury, to work at any reasonable occupation. A reasonable occupation means any gainful activity for which you are, or may reasonably become, fitted by education, training or experience, other than work under an Approved Rehabilitation Program.

Maximum Period of Payment

You will be eligible for your first income payment from the plan after you have completed the qualifying period, which is the first six months of a period of total disability. However, you will not receive an income payment if you reach age 65 before you complete the qualifying period.

After completing the qualifying period, you will be eligible for income payments during the continuance of a period of total disability until you reach 65, unless the period of total disability ceases.

The qualifying period commences on the first day you are totally disabled or 31 days prior to the date you were then first seen and treated personally by a physician in connection with the injury or disease which caused such disability, whichever occurs later.

Amount of Monthly Income

The Long Term Disability plan guarantees you a monthly benefit of \$1,800 and will pay all of this guarantee if you are receiving no other income benefits.

If you are receiving other income benefits, your income from this plan will be limited so that the total income from this plan and other income benefits will not exceed 85% of your monthly rate of basic earnings, but in no event will the amount payable under this plan exceed the guarantee. The monthly Long Term Disability benefits will be reduced by any amount of income for the month to which you receive Worker's Compensation Benefits for this particular disability.

Other Income Benefits

This plan counts as other income benefits:

1. Income received from any employer or from any occupation for compensation or profit (other than in connection with an Approved Rehabilitation Program).
2. Disability, retirement or unemployment benefits provided under any law of a government. Examples of these are Workers' Compensation benefits and disability and retirement benefits under the Canada or Quebec Pension Plan.
3. Disability, retirement or unemployment benefits provided under any group insurance or pension plan or any other arrangement of coverage for individuals in a group (whether or not insured).
4. Distributions from profit sharing plans by reason of your disability or retirement.

In submitting a claim for LTD benefits, you must advise the Insurance Company of the amount of all other income benefits payable. Further, you must submit evidence satisfactory to the Insurance Company that you and your spouse, children and dependents have made proper application, and reapplication where appropriate, for other income benefits payable by reason of disability and for any retirement benefits which may be applied for on an unreduced basis. You do not need to apply for retirement benefits available only on a reduced basis or disability benefits under life insurance programs if payment reduces the amount of life insurance, but such benefits will be counted as other benefits if received.

For the purpose of this plan, the Insurance Company shall have the right to determine other income benefits as follows:

1. Any periodic payments shall be allocated to monthly periods.
2. Any single sum payment, including any periodic payments which an individual could have elected to receive in a single sum, shall be allocated to sixty monthly payments.
3. Any periodic or single sum payment received pursuant to a retroactive award shall be allocated retroactively.

Monthly Rate of Basic Earnings

The plan defines monthly rate of basic earnings with respect to any period of total disability as follows:

For all regular hourly employees – The rate in effect for the last complete payroll period before the start of a period of total disability, excluding bonuses, overtime pay or any other extra compensation.

Further, no change in the rate of basic earnings which is determined after the date a period of total disability begins will be considered in calculating the monthly rate of basic earnings for that period of total disability.

Cessation of Benefits

A period of total disability ceases on the earliest to occur of the following:

1. when you are no longer totally disabled;
2. when you commence work at a reasonable occupation;
3. when you fail to furnish proof of the continuance of total disability or refuse to be examined by a physician;
4. when you cease to be under the care of a physician;
5. the end of the calendar month in which you attain age 65;
6. the date of your death;
7. If you are engaged in any occupation for compensation or profit, other than a rehabilitation program;
8. If you refuse to participate and co-operate in a rehabilitation program.

Recurrence of Disability

If an insured person ceases to be totally disabled after receiving benefits and within six months again becomes totally disabled due to the same or a related cause, the later disability will be considered to be continuation of the previous disability. Where such person has returned to active work full time and for full pay for a continuous period of less than 60 days, benefits will be paid at the same rate as before. No benefits will be payable if the insured person is entitled to receive any other group income benefits, on account of his disability.

Rehabilitation Provision

If you recover sufficiently to work at any occupation, you may be able to do so without jeopardizing your total disability status. However, in order to remain eligible for income benefits from the plan, such work must be approved in writing by the Insurance Company as an Approved Rehabilitation Program. If you commence work under an Approved Rehabilitation Program, you will regain a portion of the income you lost when you became totally disabled. Working under an Approved Rehabilitation Program is to your advantage as you will receive a greater total income than if you had not made the effort to rehabilitate yourself.

Rehabilitation Program means:

- Any occupation for compensation of profit;
- Any assessment, counseling, training or vocational program, or work related activity;
- Any educational program;
- Any reasonable and customary treatment program, approved by the Insurance Company and the attending physician.

If you engage in a rehabilitation program, the monthly benefit will be reduced by 50 percent (50%) of your compensation or profit.

Exclusions

Certain disabilities are beyond the scope of Long Term Disability. Therefore, you are not insured against the loss of your earnings if your disability results from any one of the following causes:

1. war (whether declared or not), insurrection, rebellion, or participation in a riot or civil commotion;
2. your commission of, or your attempt to commit, an assault, or Criminal offence;
3. intentionally self-inflicted injuries;

4. chronic alcoholism or use of narcotics, barbituates or hallucinogenic substances; unless you are receiving active treatment in accordance with accepted professional standards; limited to a lifetime cumulative period of 3 years;
5. mental, psychoneurotic or personality disorders unless you are receiving active treatment in accordance with accepted professional standards;
6. a disability for which you are receiving total disability benefit under the Workers' Compensation Act.

Pre-existing Conditions

Further, you are not insured against a period of disability (including all separate periods considered as one) which commences during the first 12 months you are insured, if the disability is caused, directly or indirectly, by a disease or injury for which you received treatment or services or took drugs or medicines, which were prescribed or recommended by a physician during the 3 month period just before your insurance went into effect. If your insurance terminates for any reason and you later become reinsured for Long Term Disability Benefits, this pre-existing condition limitation will again apply for 12 months.

Extended Insurance

If your Long Term Disability insurance terminates during a period of total disability, you will continue to be eligible for monthly income benefits during the continuance of that period of total disability.

SUPPLEMENTARY HEALTH CARE FOR EMPLOYEES AND DEPENDENTS

Description of Benefits

The Insurance Company will pay for eligible expenses as outlined below:

Covered Expenses

Before incurring any expenses in excess of \$300, you must submit an estimate to the Human Resources Department. The Insurance Company will inform you what benefits, if any, are available under the plan.

Covered expenses included under the plan are the charges which you are required to pay for the following services and supplies received while you are insured, for the treatment of non-occupational injuries and diseases, vision care or for pregnancy.

Covered Expenses

Covered expenses are the reasonable charges for the medically necessary services and supplies for the treatment of any injury or disease, as described below, made:

- 1) by a licensed hospital, including semi-private
 - a) in Canada, and
 - b) outside Canada for a temporary period in the case of a resident of Canada who requires hospitalization due to an emergency while travelling or on vacation; if a resident of Canada elects hospitalization outside Canada, payment is made for a temporary period and is limited to \$75 a day.In all cases, charges by a chronic or convalescent hospital for a covered person over 65 years of age are excluded.
- 2) for services rendered outside the province of residence of the covered person by a licensed physician in excess of the charges allowed under the health plan of the province of residence whether or not the covered person is covered thereunder. The amount payable for such services will be limited to the amount specified in the fee schedule except in an emergency while the covered person is travelling or on vacation. "Fee schedule" means the schedule of fees of the medical association or the College of Physicians and Surgeons at the time of treatment in the province of residence of the covered person and, if the covered person is resident outside Canada, in the province where the Canadian head office of the employer is located.

- 3) for services of the following if licensed by a licensing and registration authority in the province where the service is rendered: chiropractor, osteopath, naturopath, podiatrist, physiotherapist, speech therapist and masseur; limited to \$15 a visit; and for services of a licensed psychologist limited to \$15 a half-hour for individual psychotherapy and testing, \$18 a half-hour for family therapy, \$6 an hour for group therapy and \$15 for all other visits. Charges for services by a member of the College of Physicians and Surgeons are paid by the provincial health insurance plan.
- 4) for x-rays by a licensed chiropractor, limited to \$45 a calendar year for each covered person;
- 5) for surgery performed by a licensed podiatrist, limited to \$200 a calendar year for each covered person;
- 6) for visual motor therapy by a licensed optometrist, limited to \$10 a half-hour;
- 7) for eye examinations by a licensed physician or a licensed optometrist, limited to \$35 a visit;
- 8) for services of a dentist for the excision of a cyst or tumour;
- 9) for services of a dentist for treatment required as a direct result of an accidental injury to natural teeth from an external blow, excluding biting accidents, provided treatment is received within 12 months of the accident;
- 10) for ambulance service to the nearest hospital where treatment is available;
- 11) for private duty nursing service in the home of the covered person, and in a hospital outside Canada if the covered person is a resident of Canada, by a registered nurse not ordinarily resident in the home and not related to the covered person; provided such service can be performed only by a registered nurse and not by a person of lesser qualifications and such service was recommended and approved by a licensed physician;
- 12) for an artificial eye, arm, hand, leg, foot, breast and orthopaedic brace, including repairs and adjustments, or replacements if repair is not possible, or to accommodate a growing child;
- 13) for stump socks, limited to six pair a calendar year for each covered person;
- 14) for glasses or contact lenses following a cataract operation, limited to \$100 for each eye only once;
- 15) for oxygen and its administration;
- 16) for rental of a wheel chair, crutches, or hospital bed recommended and approved by a licensed physician;
- 17) for the following items if recommended and approved by a licensed physician: elastic stockings limited to two pair a calendar year for each covered person, traction appliance, spinal and abdominal medical support, varco traction kit, belt and similar appliance, neck brace, cervical collar, ileostomy or colostomy kit:

- 18) for custom built orthopaedic shoes or orthopaedic insoles which are recommended and approved by a licensed physician or by a licensed podiatrist to a maximum of \$400/pair; an estimate is required for subsequent pairs.

Additional services and supplies may be included at the discretion of the employer.

Limitations

No benefits will be paid for:

- 1) for any covered expense incurring during a period of hospital confinement which began before the covered person became covered hereunder; this limitation will not apply to a child who became covered at birth;
- 2) for periodic health check-up or examination, travel for health, cosmetic surgery and dental services other than those covered in 2(8) and 2(9) above;
- 3) for injury or disease for which a covered person is entitled to payment under any Workers' Compensation or similar coverage;
- 4) for an expense for which a covered person is not required to pay, or for which the covered person is entitled to reimbursement under any non-contractual arrangement or under the health plan of the province in which the covered person resides, whether or not the covered person is covered thereunder;
- 5) for a charge which is not permitted to be insured;
- 6) for any injury or disease resulting from war or hostilities of any kind.

Maternity Benefits

All Supplementary Health Care Benefits described on the preceding pages will also be payable for expenses incurred while insurance is in force due to pregnancies.

PAY-DIRECT DRUG PLAN FOR EMPLOYEES AND DEPENDENTS

If a covered family member incurs expenses for drugs or medicines which are dispensed by a licensed physician or dentist or by a registered pharmacist on the written prescription of a licensed physician or dentist, this plan will pay a benefit equal to 100% of such expenses less a \$0.35 deductible for each prescription or refill.

Limitations

- a) food and dietary supplements
- b) cosmetic or hygienic products,
- c) experimental drugs,
- d) drugs not considered by the Canadian Medical Association or by the medical association of the province of residence of the covered person to be therapeutically useful;

Maternity Benefits

Pay-Direct Drug Expense Benefits described above will also be payable for expenses incurred while insurance is in force due to pregnancies.

Drug Eligibility Inquiries

If you have any questions regarding the eligibility of a specific drug, please call **1-800-263-5742**. You will be asked to supply the following information:

- 1) your group # (55062)
- 2) your certificate# (your SIN#)
- 3) the DIN# (drug identification number)

VISION CARE BENEFITS FOR EMPLOYEES AND DEPENDENTS

Description of Benefit

If a covered person incurs Vision Care Expenses recommended by a legally qualified physician, ophthalmologist or optometrist, this plan pays 100% of eligible expenses up to a maximum of \$275.00 every 24 consecutive months.

Limitations

No benefit will be paid for:

- 1) sun glasses (with or without prescription), glasses or contacts for cosmetic or decorative purposes and safety glasses
- 2) for an expense for which a covered person is not required to pay, or for which the covered person is entitled to reimbursement under any non-contractual arrangement or under the health plan of the province in which the covered person resides, whether or not the covered person is covered thereunder:
- 3) for an expense which is not permitted to be insured.

DENTAL CARE BENEFITS FOR EMPLOYEES AND DEPENDENTS

Description of Benefit

If a covered member incurs Covered Dental Expenses, this plan will pay a portion of the covered expenses as shown below:

Covered Dental Expenses

Covered Dental Expenses included under the plan are charges which you are required to pay for the following services and supplies up to the amount specified in the current Ontario Dental Association Schedule of Fees.

Basic Services – 100%

Routine Examinations (once every 6 months)

X-rays – full mouth (every 3 years), periapical, bitewing and occlusal

Anaesthetics administered in connection with oral surgery or other covered dental services

Periodontal treatment of soft and hard tissue supporting the teeth, including provisional intracoronal splinting but excluding any other type of splinting, appliances or orthodontic treatment

Endodontic treatment, including root canal therapy

Space maintainers and regainers for missing primary

Rebasing, relining and repair of dentures

Inlays and onlays

Fillings

Extractions

Oral Surgery

Cleaning and scaling

Fluoride treatments

Restorative Services – 50%

Crowns

Fixed bridges

Bridge repair

Dentures, excluding a duplicate set and equilibrated dentures

Orthodontic Services – 50%

Orthodontic treatment

Orthodontic appliances

“Fee schedule” means for services performed by a dentist and denturist, the schedule of fees approved and published by the dental association of the province in which the expense was incurred and in effect on the date of treatment. If the covered person is resident outside of Canada, the fee schedule of the dental association or denturist association, as applicable, of the province where the Canadian head office of the employer is located. If an allowance for an expense is not shown in the applicable fee schedule, the Insurance Company will determine the reasonable and customary allowance.

Limitations

No benefit will be paid for:

- 1) a covered expense otherwise payable under this plan;
- 2) an expense incurred for cosmetic purposes;
- 3) an expense incurred for the removal of an amalgam restoration and its replacement with an alternate material unless there is evidence of recurrent decay or significant breakdown;
- 4) injury or disease for which a covered person is entitled to payment under any Workers' Compensation or similar coverage;
- 5) an expense for which a covered person is not required to pay, or for which the covered person is entitled to reimbursement under any non-contractual arrangement;
- 6) an expense for an injury or disease resulting from war or hostilities of any kind;
- 7) an expense incurred for construction of an inlay, onlay or crown unless there is extensive decay, breakdown or fracture of the tooth at the time of construction where an amalgam or similar restorative material cannot adequately restore the tooth;
- 8) an expense incurred for replacement of a inlay, onlay, crown or fixed bridge unless there is extensive decay or breakdown which cannot be repaired by use of amalgam or similar restorative material;
- 9) an expense incurred for a precision attachment or for dental restorations for the purposes of periodontal splinting, full mouth rehabilitation, altering of the vertical dimension or modifying the occlusion.

Predetermination of Benefits:

If dental expenses in connection with a course of treatment planned by a dentist for a covered family member will exceed \$300, the proposed course of treatment should be filed with and approved by the Insurance Company prior to the commencement of treatment. Failure to file and obtain approval may result in benefits for the course of treatment in a lesser amount than would otherwise have been payable, because of the difficulty of determining

the necessity for the types of services involved after they have been rendered. After reviewing the proposed course of treatment, the Insurance Company will notify both you and your dentist of the estimated payment.

GENERAL PROVISIONS APPLICABLE TO SUPPLEMENTARY HEALTH AND DENTAL CARE BENEFITS

Co-ordination with Other Benefits

This plan has been designed to help you meet the cost of disease or injury. Since it is not intended that you receive benefits greater than the actual expenses incurred, any coverage you have under other “plans” will be taken into account in determining the amount of benefit payable under this plan, that is, the benefits under this plan will be co-ordinated with the benefits of the other plans.

Specifically, this plan will pay either its regular benefits in full, or a reduced amount which, when added to the benefits from available under the other plan, or plans, will equal 100% of “allowable expenses”.

“Allowable expense” means any necessary, reasonable and customary expense, incurred while eligible for benefits under this “plan”, part or all of which would be payable under any of the “plans”, but not any expenses contained in the list of Exclusions.

“Plan” means any plan under which medical or dental benefits or services are provided by:

1. Group insurance or any other arrangement of coverage for individuals in a group whether or not insured, or
2. Any prepayment arrangement, or
3. Any coverage for students which is sponsored by or provided through a school or other educational institution.

The exclusion of government benefits or services under this plan is described in the “Exclusions” section.

Exclusions

No benefits are payable under this plan for the charges listed below, and the amount of any such charges will be deducted from the individual’s expenses which are covered under this plan and from his allowable expenses before the benefits of this plan are determined.

- (i) Charges that would not have been made if no insurance existed or charges that neither the employee nor any of his dependents are required to pay; or
- (ii) Charges for services or supplies which are furnished, paid for or otherwise provided for by reason of the past or present service of any person in the armed forces of a government; or
- (iii) Charges for services or supplies which are paid for or otherwise provided under any law of government except where the payments or the benefits are provided under a plan specifically established by a government for its own civilian employees and their dependents; or
- (iv) Charges for services and supplies which are not necessary for treatment of the injury or disease or are not recommended and approved by the attending physician or charges which are unreasonable; or
- (v) Charges of a physician or other person or agency in excess of the amount payable under a provincial health plan are not covered except in the case of emergency treatment while travelling outside your normal province of residence.

No benefits are payable under this plan if the provision of such benefits is prohibited by law.

Extension of Benefits

If you or one of your insured dependents are totally disabled at the time insurance terminates, Supplementary Health Care benefits (except dental benefits) will be extended for the disabled individual during the uninterrupted continuance of such disability for a maximum of three months beyond the date on which insurance terminates, but in no event, beyond the date the disabled person becomes covered under any other group-type plan providing similar benefits.

An individual will be considered to be totally disabled at the time insurance terminates if:

- an employee – is unable because of disease or injury to engage in his regular occupation and is not working for any kind of compensation.
- a dependent – is prevented because of disease or injury from engaging in substantially all of the normal activities of a person of like age and sex in good health.

Maternity Benefits will not be extended for expenses incurred after insurance has terminated.

Dental Benefits for installation or delivery of dentures, which were ordered while the individual was insured will be extended ninety days from the date of termination of insurance. No other dental benefits will be extended.

Any extended benefits payable are subject to the provisions and limitations of the plan.

GENERAL PROVISIONS

Definitions

The term **physician** means a legally qualified physician; except that if, at any time during a period of total disability, you are totally disabled primarily because of a mental, psychoneurotic or personality disorder, the legally qualified physician must either specialize in the practice of psychiatric medicine or have by reason of training and/or experience, a specialized competency in the field of psychiatric medicine sufficient to render the necessary evaluation and treatment of mental illness.

To be recognized as a **hospital** for insurance purposes, an institution must keep patients regularly overnight, have full therapeutic facilities for the care of the injured, sick or chronically ill and be placed under the supervision of a staff of physicians who are doctors of medicine and regularly provide 24 hour nursing service by registered graduate nurses. Unless they fully meet this definition, institutions such as clinics, nursing homes, rest homes and places for the aged, drug addicts or alcoholics do not qualify as hospitals.

Changes to Report

After the insurance becomes effective, it is necessary to notify your Human Resources Department of any change in the number of dependents

This information is necessary so that the Insurance Company can adjust your coverage accordingly. If you are contributing toward the cost of your dependents' Hospital Expense Benefits, such a change must be reported within 31 days after the change occurs.

Payment of Claims

Written proof of claim should be submitted to the Insurance Company within 90 days after the date the loss is incurred. Your employer has the forms for submitting proof of claims other than pay-direct drug claims. When the form has been completed, return it to your employer or send the claim to the Insurance Company directly. Benefits will be paid promptly upon receipt of required proofs.

There are two ways of handling claims under the Pay Direct plan.

At a participating pharmacy, you do not have to pay for the eligible items you require (other than the \$0.35 deductible). The pharmacy and the Insurance Company take care of the settlement of your claim without involving you.

At a non-participating pharmacy or if you purchase items directly from a physician or dentist, you do have to pay for eligible items you require. In these instances, obtain a claim form from your employer.

Temporary Lay-off

If you are temporarily laid-off, your insurance, with the exception of Long Term Disability Insurance, will be continued until the end of the policy month following the policy month in which the lay-off starts. Continuation of Hospital Expense Benefits during lay-off will be subject to payment of contributions on or before the pay days on which they would be deducted if you were working. Long Term Disability Insurance will cease on your last day of full-time employment.

Termination of Insurance

When your employment terminates or when you cease to be a member of the eligible classes all of your insurance will cease.

Policies

This booklet describes the principal features of the Group Insurance Plan. The complete terms of the Group Insurance coverage are set forth in Group Insurance policies issued by the Insurance Company. These policies are the governing documents in any question of interpretation.

CONTACT NUMBERS

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Toll Free #: (800) 263-5742

When calling the toll free line, please have your Group # (055062) and your Certificate # (SIN#) readily available.

Whenever you are asked to put your Certificate # or ID # on a claim form, please use your SIN #. Your Payroll # is not used by Great-West Life.