# LABOUR AGREEMENT 1996-1999 

# PLACER DOME CANADA LIMITED DOME MINE 

and

# UNITED STEELWORKERS OF AMERICA - LOCAL 7580 

Term: October 3 1, 1996 to October 30,1999

$001 / 3(06)$
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THIS AGREEMENT made as of the 6th day of November 1996.

BETWEEN:
PLACER DOME CANADA LIMITED-Dome Mine, a Company incorporated under the laws of the Dominion of Canada,
hereinafter called the "Company"
OF THE FIRST PART

- and -

UNITED STEELWORKERS OF AMERICA,
hereinafter called the "Union"
OF THE SECOND PART
WITNESSETH that the parties hereto agree as follows:

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

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

The Union and the Company are committed to establishing and using a joint problem solving process to deal with differences and grievances. The process is outlined in Addendum A of this agreement.

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

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

## ARTICLE 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 in the District of Cochrane, except Front Line Supervisors and persons above this rank, Training Supervisors, Office and Technical Staff, Refiners, Security Officers and persons regularly employed for not more than twenty-four hours per week and students employed during the school vacation period.
1.01(b)

The school vacation periods are defined as April 15th to September 15th and December 15th to January 3rd.
1.02 For convenience and dealing with this Collective Agreement, the departments shall be Mine, Mill, Plant and Open Pit.

## ARTICLE 2 RECOGNITION

2.01 The Company recognizes the Union as the sole and exclusive bargaining agent for all its employees included in the bargaining unit defined in Article 1 with respect to rates of pay, hours of work and other working conditions as set out in this Agreement.
2.02 Supervisors shall not perform work which deprives a bargaining unit employee of his/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. An emergency is defined as any potential life threatening situation, major production interruption or threat to the environment.

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

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 endeavour to provide information describing the work to be contracted out, the estimated start and the completion date of the contract, the estimated number of contractor's 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.

## ARTICLE 3 <br> MANAGEMENT

3.01 The Union agrees that the Company has the exclusive right and power:
(a) to maintain order, discipline and efficiency, to be the judge of the qualifications of employees, to make, alter and amend rules of conduct and procedure for employees;
(b) to hire, discharge, classify, direct, transfer, promote, demote, lay-off, suspend or discipline employees, provided, however, that any exercise of these rights in conflict with the provisions of this Agreement or a claim that an employee has been discharged or disciplined without just cause shall be subject to the provisions of the Grievance Procedure; and
(c) generally to manage the enterprise in which the Company is engaged and, without restricting the generality of the foregoing, the right to plan, direct and control operations, determine the number of personnel required from time to time, the number and location of plants, operations and facilities and the methods, procedures, equipment, machines and tools in connection therewith, the schedules of work and production, the extension, limitation, curtailment or cessation of operations and all other rights and responsibilities of management not specifically modified elsewhere in this Agreement.

## ARTICLE 4 NO DISCRIMINATION

4.01 There shall be no discrimination by the Company or the Union or its members against any person employed by the Company because of membership or non-membership in any union.
4.02 There shall be no solicitation of membership in any union organization or union activity on the Company's time or at the Dome Mine operations, except as specifically outlined in the Collective Agreement or permitted in writing by the Company.
4.03 Casual conversation which does not interfere with the work of any person employed by the Company shall not be regarded as Union activity.

## ARTICLE 5 GRIEVANCE PROCEDURE

### 5.01 CO-OPERATIVE PROBLEM SOLVING

(1) It is the intention of this Article to provide an effective process for resolving differences between the employees and the company in an expedient manner. At all stages in the problem solving process the model in Addendum A shall be used.
(2) Employee(s) may present any complaint to their immediate supervisor with or without a steward present, and is encouraged to seek settlement, before the dispute is entered into the grievance procedure at Stage One.

### 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 shall present his/her grievance to his/her immediate supervisor in writing.
-The employee shall be accompanied by a steward.
- The written grievance shall be presented within ten (10) calendar days of the discovery of the circumstances that caused the grievance.
- The department head 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 mine
manager in writing of the union's request for further consideration.
- The mine manager shall notify the parties of the time and place for the Stage Two meeting.
- The parties may require that other company or union representatives be involved in this Stage Two meeting.
-The mine manager 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.


### 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.
(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 Head at Stage One.
(3) 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.
(4) Any misunderstanding in relation to contract bonus will not be considered under the Grievance Procedure until it has been taken up with the Department Superintendent by the employee who is directly concerned within ten (10) calendar days after receiving the bonus payment or the posting of calculations, whichever is the later.
(5) The Company will post, in the Mine Dry, copies of each month's bonus calculations and contract rates for all elements of measurable work used in monthly calculations of bonus earned.

### 5.04 STEWARDS AND GRIEVANCE COMMITTEE MEMBERS

(1) The stewards and grievance committee members shall be appointed by the Union from employees who have completed their probation. A ratio of not more than
one (1) steward or grievance committee member per twenty-five (25) employees is allowed.
(2) The Union shall provide the Company with a current list of stewards and committee members.
(3) The parties agree that Stage One grievance meetings shall be attended by the Grievor, Steward, Human Resources Representative, Supervisor, and Department Superintendent or his/her designate. Stage Two grievance meetings shall be attended by the Grievor, Steward, Grievance Committee Member and Staff Representative (if requested by either party), Supervisor, Department Superintendent, Human Resources Representative and Mine Manager or his/her designate.

In the event that a Steward or Grievor must attend a grievance meeting outside his/her scheduled hours of work, he/she will be compensated at straight time for the time spent at the meetings outside of his/her scheduled hours of work. It is the intent of the parties to schedule grievance meetings during the normal working hours of the majority of those attending the meeting.
(4) Stewards and Committee Members must request time off to attend grievance proceedings. This request is to that person's immediate supervisor and permission shall not be unreasonably withheld.
(5) If the process of setting 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.

## ADDENDUM "A"

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

## ARTICLE 6 <br> 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<br>Wesley B. Rayner<br>Louisa Davies<br>Gordon Simmons<br>Alan Hinnegan<br>Gregory J. Brandt

6.03 The parties shall equally share the costs of the arbitrator. Each of the parties shall bear the expenses of witnesses called by each party.
6.04 The findings of the arbitrator as to the facts, the interpretation of the provisions of the Agreement and as to whether or not is has been violated shall be conclusive and binding upon all parties concerned, but in no case shall the arbitrator be authorized to alter, modify or amend any part of this Agreement.

## ARTICLE 7 DISCHARGE CASES

7.01 If an employee who has completed his/her probationary period is discharged from his/her employment after the date hereof and believes that 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 (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 <br> 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 <br> 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 two (2) or more years of service or for the period of his/her service if he/she has less than two (2) 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 work force (except lay-offs considered by the Company to be temporary only not to exceed twenty-one (21) days) the Company shall consider the following two (2) factors to determine who is laid off:
(a) Company Seniority and,
(b) The skill and ability of the individual to immediately perform the job.

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

### 9.03(b)

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

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

### 9.03(d)

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

### 9.03(e)

In the event of lay-off due to a permanent closure of the mine, and provided the employee works his/her last scheduled shift, employees so affected 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 two or more years of service) or for the period of his/her service (where the employee has less than two 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 a temporary or an emergency nature) in accordance with the following provisions:
those most recently laid off within the qualifying periods outlined above shall, to the extent of the number of workers at any one time required by the Company, be sent notices by mail by the Company stating the jobs available and the proposed time of recall which shall not be less than ten (10) calendar days from the date of such mailing. Such notices shall be mailed by registered mail to each such person addressed to the last address which he/she shall have recorded with the Company. The persons to whom such notice are sent and who report ready for work shall, if they have the skill and ability to immediately perform the job available be recalled in the inverse order to that in which they were laid off. The Company shall not be required however to recall at any time any persons who have failed to report in accordance with, and at the time stated
in any such notice sent to him.

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

## JOB POSTING

9.05 (i) Where a permanent job vacancy occurs in other than the lowest classification in any Department it will be posted for seven (7) calendar days on the bulletin board provided for that purpose. Only those applications submitted during the period of posting will be considered.
(ii) The Company shall endeavour to fill job vacancies in the lowest classification with employees of the Company qualified and capable of performing the job duties of the vacancy concerned. To keep the Company advised of their desire to be considered for specific vacancies or transfers to these positions the individual shall indicate such desires in writing to the Human Resources Superintendent.
(iii) Where there is a line of progression within the Department, the Company may promote up the line of progression without posting the position unless the Line of Progression states otherwise.
(iv) Employees who wish to be considered for
the job vacancy must file an application with their Supervisor. The Company will provide the appropriate forms,
(v) To determine the successful candidate, the Company shall consider:
(a) Company Seniority and,
(b) The skill and ability of the individual to immediately perform the job.
(c) in the case of Training Posting, the necessary job requirements to continue up the Line of Progression.

Where the skill and ability of an individual to immediately perform the job concerned is relatively equal as between two (2) or more candidates, the employee with the most seniority will be awarded the job. Integrity and reputation will apply to certain jobs such as handling of gold.
(vi) The job posting procedure as set out shall apply only to the filling of the initial vacancy and up to one (1) further vacancy which may be created by the transfer of successful applicants. Further vacancies created by the job posting procedure shall be filled as may be
determined by the Company, either by internal promotion, transfer, or by hiring a new employee.
(vii) 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,
(viii) If there is no applicant or no successful applicant for the job, the Company will then be free to choose an employee who did not apply for the job and who is willing to accept such job, or to hire an outside employee to fill the vacancy.
(ix) An employee shall not apply for more than two (2) job vacancies at any one time. The Company will not be obliged to consider applications for the posted jobs from those employees who have successfully applied for another posted job within the previous one (1) year. The time limits for applications for training postings are defined in the Lines of Progression.
(x) The job posting procedure will not apply if the vacancy is filled with a presently inactive employee, who due to health
problems, requires rehabilitation. Such an employee will be identified to the Union prior to placement in the job.
(xi) Employees going on annual vacation may file an application for a specific job classification in writing to the Human Resources Superintendent. The application will serve as a request for the position posted during his/her absence on vacation.
9.06(a)

Where an employee within the bargaining unit accepts a position with the Company outside the bargaining unit and thereafter returns to the bargaining unit such employee shall be credited with full seniority, provided the return to the bargaining unit occurs within eighteen (18) months from the date of transfer and if the return to the bargaining unit occurs after eighteen (18) months, the employee shall be credited with all Company seniority acquired within the bargaining unit. An employee returning to the bargaining unit shall be given the orientation and training for the position he/she previously held.
9.06(b)

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

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

## TEMPORARY EMPLOYEES

9.07 A temporary employee is one who has been hired for a specific job of a temporary nature, which in each case, shall not exceed a period of six (6) months. Such temporary employee shall pay union dues as per Article 16 of the Agreement.
9.08 On completion of the job, the services of such temporary employee shall be terminated; however, should he/she be required as a regular employee he/she shall be re-hired in that capacity, progress through the probationary period as outlined in Section 9.01 ; and his/her seniority shall then be as outlined in Section 9.01.

## ABSENCE

9.09 When an employee is absent on leave of absence or otherwise for a period in excess of one (1) month, except in case of disabling accident, sickness, union leave, apprenticeship training or compassionate leave, such period shall not be counted and shall be excluded in computing his/her Company seniority.
9.10 Any leave of absence permit must be in writing and signed by an authorized Company official.

Leave of absence for reasons other than those listed in Section 9.13, may be granted to an employee if a request is made in writing at least five (5) days in advance. The leave will be granted for reasons acceptable to the Company and only if it does not interfere with operations. The Company may waive the five (5) day notice if the circumstances are in its opinion sufficiently urgent.
9.11 An employee desiring to return to work after being absent without leave may be required to give at least one (1) day notice to his/her Supervisor, General Foreman or Superintendent of his/her intention at which time he/she will be told on which shift to return.
9.12 An employee who is unable, for any reason, to report for work must, if possible, notify his/her foreman before the beginning of his/her shift.

When an employee misses a shift, he/she will notify his/her foreman of his/her intended date of return, as soon as possible. The foreman-will confirm the intended date of return as the date of return.
9.13 The Company will grant leaves of absence to attend Union business to not more than six (6) employees, subject to the following conditions:
(a) that the Union gives at least one (1) week's written notice to the Company designating the employee or employees for whom such leave is desired;
(b) that leaves of absence hereunder will not exceed an aggregate of one hundred (100) 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 who are to be given special training or experience in preparing them or trying out their capabilities for other or broader assignments with the Company or for future service other than to the Company (including co-op students) not exceeding
at any one time thirty (30) or five percent (5\%) of the employees, whichever shall be the greater, and to promote, demote or transfer such individuals, engage, retain or dispense with their services, and direct their efforts from time to time, free from any limitations provided for in this Agreement and provided that no employee shall be thereby laid off or demoted. The Company agrees to designate employees under the provision prior to commencement of work.

## APPRENTICESHIP PROGRAM

9.15 The Company will sponsor an apprenticeship program conducted in accordance with Ontario Ministry of Education and Training Apprentice and Tradesmen's Qualification Act. The selection of employees for an apprenticeship program will be according to provisions of 9.05 of the CBA.

Rate of Pay
Starting Rate Job Class 1
After 6 months
Job Class 2
After 12 months
Job Class 3
After 24 months
Job Class 5
After 36 months
Job Class 7
After 48 months
After Qualification
Job Class 8
Job Class 9

### 9.15(a)

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

## ARTICLE 10 <br> 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 <br> Continuous <br> Service | Weeks of <br> Vacation | Vacation <br> Pay |
| :---: | :---: | :---: |
| $1+$ | 2 |  |
| $4+$ | 3 | $4 \%$ |
| $10+$ | 4 | $6 \%$ |
| $20+$ | 5 | $8 \%$ |
| $30+$ | 6 | $10 \%$ |
|  |  | $12 \%$ |

An employee may choose to have his/her full vacation pay paid on his/her Employment Anniversary Date or at the time, he/she takes his/her first vacation.
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.

Where two (2) or more employees have requested vacation for the same period of time, the senior employee will be given the vacation time requested.

Within fourteen (14) days of the employee's request for vacation, the employee will be notified if his/her request has been granted.

However, to ensure orderly and efficient operations, such vacation periods may be rescheduled.
10.04 Where the 12 -hour schedule is in effect an employee shall be entitled to "working" days equivalent to the entitlement outlined in Article 10.01; however, it is understood and agreed that vacation "working" days taken shall be equivalent to a complete "working cycle".

## ARTICLE 11 <br> HOURS OF WORK AND OVERTIME

11.01 (a)

The standard work week for normal day shift on surface operations and normal day and night production shifts underground shall be composed of forty (40) hours consisting of five (5) days of
eight (8) hours per day, Monday to Friday inclusive, except in cases of emergency. The standard work week for continuous operations, two shift consecutive operations, maintenance or production shifts, other than the normal day and night production shifts above mentioned, shall be an average of forty hours per week over the shift cycle as scheduled by the Company. The standard work week in the case of 12 hour shift employees shall be composed of an average of forty two hours per week per shift cycle, as scheduled by the Company. The week shall commence with the day shift on Monday.
11.01(b)

Work shall be scheduled for the 12 hour schedule in accordance with the schedule attached hereto. For the purposes of overtime, only those authorized hours worked in excess of 12 hours in any one day or those authorized hours worked in excess of the scheduled work week (which for the purposes of the 12 -hour shift schedule shall mean the average hours per week as per the averaging certificate) shall be paid for as overtime. Those clauses relating to this area shall be suspended for the period of the 12 -hour system for those employees affected by the 12 -hour schedule. It is specifically understood that hours paid in accordance with the requirements of the General Holidays Schedule of the Collective Agreement and amended herein by Article 12.03, shall not be considered as time worked for the purpose of calculating overtime during the period this 12 -hour schedule is in effect.
11.02 An employee will be paid for authorized work performed at the rate of one and one-half times his/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 change of shift. For the purpose of determining an employee's standard work week, hours actually worked for which an employee is paid two and one-half times his/her basic hourly rate pursuant to Article 12.01 or hours paid for at his/her basic hourly rate but not worked pursuant to Article 12.02 shall be considered as hours worked. For the purpose of computing overtime beyond the standard work week, the regularly scheduled shifts of an employee that are not worked because of vacation or leave of absence which is authorized in writing under Article 9.13 or for funeral leave under Article 17.01 or for Jury Duty and Crown Witness under Article 18.01 shall be considered as hours worked.
11.03 It is understood that the provisions of this Article are intended only to provide a basis for calculating time worked and shall not constitute a guarantee of hours of work per day, or days of work per week or for any period whatsoever, nor a guarantee of working schedules.

In no case shall an employee be entitled to more than one and one-half (1-1/2) times his/her applicable hourly rate for any overtime worked.
11.04 There shall be no duplication or pyramiding of overtime payment nor shall the same hours worked be counted as part of the standard work week and/or standard work day and also as hours for which an overtime premium is payable.
11.05 Hoisting and lowering schedules at the Dome Mine will be arranged to provide approximately eight (8) hours from collar to collar for each shift, but variations from such schedules not exceeding fifteen (15) minutes which do not occur consistently shall be disregarded. Any delay greater than fifteen (15) minutes in hoisting employees from underground which is due to necessary repair work or safety considerations or causes beyond the Company's control shall be paid for on the basis of straight time only, but such time shall not be considered to be time worked.

The daily lunch period for an employee whose work requires him/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.

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

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 fortyeight (48) hours notice prior to the start of the rescheduled shift is not given, the employee will receive an additional four (4) hours pay at his/her basic rate.
11.11 The 12-hour work schedule, in effect and agreed by both parties, is subject to change only by mutual agreement or negotiation by the parties.
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 calculating overtime on the twelve hour shift schedule Hours paid in accordance with A ricle 2.03 shall not be considered as time worked for purposes of


## ARTICLE 12 <br> 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
Dominion Day Labour Day
Good Friday
Civic Holiday

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

* Employment Anniversary Day
* Floater
* The employment anniversary holiday and floater may be taken by each employee on a mutually, agreeable date.
12.02 An employee not required to work on any of the general holidays set out in Article 12.01 above, shall be entitled to payment for such holiday computed at his/her basic hourly rate for a total of eight hours, provided:
(i) a newly hired employee has completed two hundred and forty (240) hours worked with the Company prior to the date of the general holiday concerned;
(ii) he/she works his/her full regular scheduled shifts on the work day both immediately before and after the holiday, with the following exceptions;
(a) he/she is on his/her authorized annual vacation, union or bereavement, jury duty or crown witness leave during which time one of the aforesaid general holidays occurs and he/she has worked his/her regular full shifts both immediately before and after such period, for which he/she qualified for payment under this Agreement. Employees on bereavement leave may be required to furnish satisfactory proof;
(b) if an employee reports for work late on a shift immediately before or after the holiday and he/she is permitted to proceed to his/her work place, he/she shall be entitled to an equivalent number of hours of holiday pay as he/she is paid for the shift for which he/she reported late;
(c) if, having commenced work on his/her regular scheduled shift before or after the general holiday concerned, the employee is prevented from completing such shift because of accident or illness; provided, however, that the employee reports immediately to his/her Shift Boss or Foreman and is subject to being examined by the Company's doctor and declared medically unfit for work;
12.03 The following shall govern General Holidays for 12hour shift employees:
(a) Where the employee is not scheduled to work on a general holiday, he/she shall be paid 8 hours' pay at straight time in accordance with the present wording of the Agreement; and
(b) Where the employee's regular scheduled 12 -hour shift falls on one of the outlined general holidays, in Article 12.01, and he/she is not required to work his/her shift, he/she shall be paid for 12 hours' pay at straight time provided all other requirements are met; and
(c) Where the employee's regular scheduled 12-hour shift falls on one of the outlined general holidays in Article 12.01, and he/she is required to work his/her shift, he/she shall be paid at time and one-half for all hours worked on that shift in addition to 8 hours pay at straight time: except for the "Employment Anniversary Day or Floater" which shall be taken and celebrated by the employee on this 12-hour schedule on a mutually agreeable work day and pay eight (8) hours and granted four (4) hours leave of absence without pay.
(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, the Company shall consider the following two (2) factors in determining which employee will be selected:
(a) Company Seniority and,
(b) The skill and ability of the individual to immediately perform the job.

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

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

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 sixtyfive (65) cents per hour for regularly scheduled shifts commencing at or after 10 p.m.
13.05 A Sunday premium of one dollar and fifty cents ( $\$ 1.50$ ) per hour shall be paid for each hour worked on a scheduled shift that commences on a Sunday which is being paid at the employee's basic hourly rate.
13.06(a)

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

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

## ARTICLE 14 BULLETIN BOARDS

14.01 No bills, bulletins, newspapers, hand-bills or other documents relating to the Union or Union activities shall be posted, distributed or left on the Dome Mine and Plant property or in the underground workings of the Dome Mine by the Union or any employee.
14.02 The Company will provide one bulletin board for the Mine Dry, Open Pit, Plant and Mill where Officers of the Union may post notices pertaining to:
(a) Time, place and type of Union meetings.
(b) Notices as to Union nominations and elections.
(c) List of Union Officers and Stewards.
(d) Notice of Union social affairs.
(e) Other material if approved in advance by the General Manager or his/her representative.

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

## ARTICLE 15

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

To the Company: PLACER DOME CANADA
Dome Mine
P.O. Box 70

South Porcupine, Ontario
PON 1 H0
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 <br> 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 <br> FUNERAL LEAVE

17.01 (a)

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

### 17.01(b)

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

### 17.01(c)

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, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents and grandchildren.

## ARTICLE 18 <br> 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 12-hour schedule is in effect and an employee's regular scheduled 12-hour day qualifies in the same manner as an employee's 8 -hour day qualifies, he/she shall receive pay for the 12 hours.

## ARTICLE 19 <br> HEALTH AND SAFETY

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

Every employee has the responsibility to ensure he/she works safely, maintains a safe work environment and participates in all health and safety programs to the fullest possible extent. All employees must report unsafe conditions to their supervisors without delay. In the event of "right to refuse unsafe work" legislation being modified or revoked, the Company, for the life of this Agreement will recognize employees right to refuse to perform work involving unsafe conditions or danger to persons or property.

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

It is agreed to maintain the position of Worker Health and Safety Representative. This employee, paid according to Schedule I of this Agreement, is selected by, 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 both the Union and Company 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 no loss of seniority.

## OUTLINE OF EMPLOYEE BENEFITS

 AND GENERAL INFORMATION20.01 The Company agrees to maintain agreements providing employee benefits as described below. The Company's obligations herein are limited to payment of its share of the premium cost of the benefits. The insurance contracts and eligibility and qualification procedures will govern in all cases. The choice of carriers is solely the Company's
20.02 Group Life Insurance The Company will pay the full premium of life insurance (which includes Accidental Death and Dismemberment in the same amount) in the amount of:
(I) Effective the first of the month following ratification coverage will increase from thirty-two thousand dollars $(\$ 32,000)$ to forty-two thousand dollars $(\$ 42,000)$.

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-imbursement for prescription glasses for employees and their dependents to a maximum of $\$ 200.00$ every two (2) years.
(b) Prescription Safety Glasses:
(i) The Company will pay 100\% of the cost of Prescription Safety Glasses or \$75.00, whichever is the lesser, once in each twelve (12) month period for each employee. There is no waiting period; however, an employee must request the completion of the necessary forms from the Occupational Health Nurse, prior to a visit to the optometrist of the employee's choice. The remaining cost of the Prescription Safety Glasses (if any) will be made by payroll deduction.
(ii) The Company will contribute a further Twenty-Five Dollars (\$25.00) towards the purchase of replacement Prescription Safety Glasses to those employees who require more frequent replacement due to working conditions. This additional subsidy is subject to inspection and approval of management.

Weekly Indemnity
The Company will pay the premium to provide a weekly benefit of four hundred and seventy-five dollars (\$475.00) per week on a 1-1-3-26 plan which means the first day of injury, first day of hospitalization (including day surgery) and third day of sickness, up to a maximum of 26 weeks.
20.06(b)

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

In the event that, in the application of the collective agreement, discrepancies arise due to the implementation of the 12 hour shift schedule, the relevant sections of the collective agreement shall be considered to be amended to the extent that such amendments effectively restore to the employee the conditions and terms and benefits of the collective agreement. Such amendments shall create an identical and pro-rated effect to the employee on the 12 -hour schedule equivalent to the employee working the 8 -hour schedule.
Long Term Disability
The Company will pay the premium for Long Term
Disability Insurance Plan commencing in the month
following the month in which the employee
completes his/her probationary period. Effective
October 31,1993, the Plan shall provide to eligible
employees an amount of $\$ 1200.00$ less C.P.P. payments per month effective the first month following the expiration of eligibility for weekly indemnity under Article 20.06. Details of the Plan, including eligibility requirements, payments and qualifications are outlined in a pamphlet, available to all employees at the Human 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 one thousand five hundred dollars ( $\$ 1500.00$ ) per family member. The percentage of payment for services under the above plans will be based on the Ontario Dental Association Rates. Except as provided in the cost sharing arrangements above, the expenses of this plan shall be paid for by the Company.

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

Effective October 31, 1996, the Dental Plan shall be updated to reflect current Ontario Dental Association Rates. There is a pamphlet available for all employees at the Time Office which outlines in full the benefits covered under the Plan.
20.09 Pensions
(a) Effective the first of the month following ratification, the present Pension Plan shall be twenty-eight dollars (\$28) per month per year of pensionable service for past and current service.

Effective November 1, 1997 the Pension Plan shall be thirty dollars ( $\$ 30$ ) per month per year of pensionable service for past and current service.

Effective November 1, 1998 the Pension Plan shall be thirty-two dollars (\$32) 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 $\$ 14.00$ 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).
(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 <br> HOURLY RATES

\begin{tabular}{|c|c|c|c|c|}
\hline Job \& Job \& Oct. \& Circa \& Circa <br>
\hline Class \& Classification \& 31/96 \& $$
\begin{aligned}
& \text { Oct. } \\
& 31 / 97
\end{aligned}
$$ \& $$
\begin{aligned}
& \text { Oct. } \\
& 31 / 97
\end{aligned}
$$ <br>
\hline \multirow[t]{4}{*}{9} \& Journeyman \& \multirow[t]{4}{*}{$\$ 22.50$
ative} \& \multirow[t]{4}{*}{\$22.95} \& \multirow[t]{4}{*}{\$23.41} <br>
\hline \& Production Leader \& \& \& <br>
\hline \& Worker Health \& \& \& <br>
\hline \& \& Safety Representative \& \& \& <br>
\hline \multirow[t]{6}{*}{8} \& Production \& \multirow[t]{6}{*}{21.67} \& \multirow[t]{6}{*}{22.10} \& \multirow[t]{6}{*}{22.54} <br>
\hline \& Miner 1 \& \& \& <br>
\hline \& Support Miner 1 \& \& \& <br>
\hline \& Trades 1 \& \& \& <br>
\hline \& Hoistman \& \& \& <br>
\hline \& Shovel Operator \& \& \& <br>
\hline \multirow[t]{6}{*}{7} \& Production \& \multirow[t]{6}{*}{20.30} \& \multirow[t]{6}{*}{20.71} \& \multirow[t]{6}{*}{21.12} <br>
\hline \& Miner 2 \& \& \& <br>
\hline \& Support Miner 2 \& \& \& <br>
\hline \& Trades 2 \& \& \& <br>
\hline \& Mill Operator 1 \& \& \& <br>
\hline \& Pit Driller \& \& \& <br>
\hline \multirow[t]{5}{*}{6} \& Shaft Conv. Op. \& \multirow[t]{5}{*}{19.78

tor} \& \multirow[t]{5}{*}{20.18} \& \multirow[t]{5}{*}{20.58} <br>
\hline \& Mill Operator 2 \& \& \& <br>
\hline \& Primary Miner \& \& \& <br>
\hline \& Pit Equipment Ope \& \& \& <br>
\hline \& Longhole Loader 1 \& \& \& <br>
\hline
\end{tabular}

## SCHEDULE I <br> HOURLY RATES (cont'd)

| Job | Job | Oct. | Circa | Circa |
| :---: | :---: | :---: | :---: | :---: |
| Class | Classification | 31/96 | $\begin{aligned} & \text { Oct. } \\ & 31 / 97 \end{aligned}$ | $\begin{aligned} & \text { Oct. } \\ & 31 / 97 \end{aligned}$ |
| 5 | Production | 19.24 | 19.62 | 20.01 |
|  | Miner 3 |  |  |  |
|  | Support Miner 3 |  |  |  |
|  | Surface Crew Lead |  |  |  |
|  | Trades 3 |  |  |  |
|  | Heavy Equip. Op. |  |  |  |
|  | Mill Operator 3 |  |  |  |
|  | Heavy Duty Truck |  |  |  |
| 4 | Shaft Inspector | 18.71 | 19.08 | 19.46 |
|  | Longhole Loader 2 |  |  |  |
| 3 | Production | 18.17 | 18.53 | 18.90 |
|  | Miner 4 |  |  |  |
|  | Support Miner 4 |  |  |  |
|  | Trades 4 |  |  |  |
|  | Utility Helper |  |  |  |
|  | Pit Utility Operator |  |  |  |
| 2 | Ore System Op. | 17.64 | 17.99 | 18.35 |
|  | Equipment Op. |  |  |  |
| 1 | Labourer | 17.11 | 17.45 | 17.80 |
|  | Helper |  |  |  |

## MINE DEPARTMENT

## LINES OF PROGRESSION

## PRODUCTION

MINER 1 :
Certified Underground Hard Rock Miner, Ontario (total of eight (8) specialties).

## MINER 2:

Having completed the PM3 criteria, and have the skill and ability for production and development drilling and blasting, installing ground support and operating associated equipment. Will acquire one (1) production or development specialty, (total of four (4)).

## MINER 3:

Having completed the PM4 criteria, and have the skill and ability to operate a mucking machine, electric, diesel and pneumatic LHD. Will acquire an additional two (2) specialties, (total of three (3)).

## MINER 4:

Have completed Common Core. Have the skill and ability to operate a motor, pull chute, tram, lock out equipment and perform chute and secondary blasting. Will acquire one (1) specialty.

Having completed the SM2 criteria, and have the skill and ability to construct chutes, manways and bulkheads, install mill hole rings, and perform ore pass repairs. Must have one (1) of five (5) designated options (total of six (6)) and eight (8) of twelve (12) designated accreditations.

## MINER 2:

Having completed the SM3 criteria, and have the skill and ability to operate the Pikrose hoist and shotcrete machine, install ground support, perform rigging procedures and cut, frame and install timber. Must have an additional two (2) of thirteen (13) designated options (total of five (5)).

## MINER 3:

Having completed the SM4 criteria, and have the skill and ability to perform underground burning, shaft signals and stage construction. Must have an additional two (2) of fourteen (14) designated options (total of three (3)).

MINER 4 :
Have completed Common Core. Have the skill and ability to install and maintain pipe and track, operate a motor, perform secondary blasting and lock out equipment. Will acquire one (1) of eight (8) designated options.

## LONGHOLE

Loader 1
Having completed the LHL2 criteria, and have the skill and ability to read engineering layouts, operate the bulk emulsion loader, and tie-in longhole blasts.

Loader 2
Having completed Common Core. Have the skill and ability to operate a motor and diesel LHD, lock out equipment, install pipe and perform secondary blasting. Will acquire the skill and ability to load and stem blastholes.

Within one (1) year of ratification, an employee wishing to stay within the PM2 classification, must actively pursue training towards the PM2 job requirements. Those employees in the PM2 classification not pursuing training, will be classified as Primary Miners and have their rate "frozen" until negotiated rates catch up. The total number of Primary Miners, PM2 and PM1 combined will be limited to the Company's requirements for primary blasters. Primary Miners, PM2 and PM1 will regularly do primary blasting work, but may be assigned other work.

Postings will be made for training to meet the Company's requirements. The Company will not be obliged to consider applications for training from employees who were awarded training postings in the previous three (3) months. All jobs other than labourer will be posted. Employees successfully bidding on a lower job class will receive the lower rate.

Lines of progression begin at LHL2, PM4 and SM4 levels.

Employees currently performing job tasks, on a regular basis, and being paid at a higher job class rate, who choose to remain performing that task, will have their rate "frozen" until the appropriate negotiated rates catch up.

## MILL DEPARTMENT LINES OF PROGRESSION

The number of employees on each shift at or above the Operator 1 classification is limited to a maximum of three (3). Operator 1 job vacancies will be posted in accordance with Article 9.05.(i). The Mill Department will offer a minimum of three operation skills training modules in each two year period. Article 9.05 (ix) of this Agreement will not apply to training opportunities in the Mill, since training will not be posted. Instead, training will be open to all operators qualified in the preceding module in the sequence:- Utility; Crushing; Grinding; CIP. These modules will qualify operators for Ontario Ministry of Skills accreditation.

## OPERATOR 1 :

Completed Utility, Crushing, Grinding and CIP operation skills modules. Operates with skill and ability Crushing, Grinding and CIP on a rotational basis, Has seventy-two (72) months of Dome Mill (or industry equivalent) experience.

## OPERATOR 2:

Completed Utility, Crushing, Grinding and CIP operation skills modules. Operates with skill and ability Utility, Crushing and Grinding on a rotational basis. Has fifty-four (54) months of Dome Mill (or industry equivalent) experience.

## OPERATOR 3:

Completed Utility, Crushing and Grinding operation skills modules. Operates with skill and ability Utility and Crushing on a rotational basis. Has thirty-six (36) months of Dome Mill (or industry equivalent) experience.

## UTILITY HELPER:

Completed Utility and Crushing operation skills modules. Operates with skill and ability Utility and Crushing on a rotational basis. Has eighteen (18) months of Dome Mill (or industry equivalent) experience.

LABOURER: Entry level position.

## PLANT DEPARTMENT LINES OF PROGRESSION (Trades)

| Job | Apprenticeship | Dome Mine |
| :---: | :---: | :---: |
| Classification | Program | System |
| JOURNEYMAN | Successful | Completion of at |
|  | completion of apprenticeship | least 90 months of related trades |
|  | contract and | experience. |
|  | successful | Successful |
|  | completion of | completion of |
|  | trade tests | Dome trades |
|  | through the | progress |
|  | Ontario Ministry | evaluation. |
|  | of Education and | Successfully |
|  | Training | challenges the |
|  | Apprentice and | trades tests |
|  | Tradesmen's | through the |
|  | Qualification Act. | Ontario Ministry |
|  |  | Training |
|  |  | Apprentice and |
|  |  | Tradesmen's |
|  |  | Qualification Act. |
| TRADES 1 |  | Completion of at |
|  | completion of | least 72 months |
|  | 80\% of | of related trades |
|  | Apprenticeship | experience. |
|  | contract. | Successful |
|  |  | completion of |
|  |  | Dome Trades |
|  |  | progress |
|  |  | evaluation. |


| Job Classification | Apprenticeship Program | Dome Mine Svstem |
| :---: | :---: | :---: |
| TRADES 2 | Successful completion of $60 \%$ of Apprenticeship contract. | Completion of at least 54 months of related trades experience. Successful completion of Dome Trades progress evaluation. |
| TRADES 3 | Successful completion of $40 \%$ of Apprenticeship contract. | Successful completion of at least 36 months of related trades experience. Successful completion of Dome Trades progress evaluation. |
| TRADES 4 | Successful completion of 20\% of Apprenticeship contract. | Successful completion of at least 18 months of related trades experience. Successful completion of Dome Trades progress evaluation. |


| LABOURER | Entry level <br> position | Entry level <br> position. |
| :--- | :--- | :--- |

Job vacancies other than the lowest classification, and 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 (iii). The tradesperson in the Dome System Line of Progression, will be expected to take advantage of all in house training, evening training opportunities and related job experience to progress up the Line of Progression.

## OPEN PIT DEPARTMENT LINES OF PROGRESSION

## SHOVEL OPERATOR

Have the skills and ability to operate a 2300 P\&H shovel. Read and understand digging plans to minimize ore/waste dilution and operate around old underground workings.

## PIT DRILLER

Have the skill and ability to operate the C45 Driltech (both hammer \& rotary) and the C90K Driltech drills. Read and understand probe hole drilling plans. Have an understanding of Dome blast hole sampling procedures.

## PIT EQUIPMENT OPERATOR

Have the skill and ability to operate the track dozer and rubber tired dozers, production loader, grader, and excavator in the excavator and rockbreaker configuration.

## HEAVY DUTY TRUCK DRIVER

Have the skill and ability to operate the CAT 777 \& 785 haulage trucks and the CAT 777 water \& sand trucks.

## PIT UTILITY OPERATOR

Have the skill and ability to perform all job functions of the primary crushing system. Become trained as a Heavy Duty Truck Driver.

## LABOURER

Entry level position. Have the skill and ability to perform cleanup and general pit duties. Become trained as a Pit Utility Operator and Heavy Duty Truck Driver.

Employees entering the Open Pit Department will progress up the Line of Progression to the Heavy Duty Truck Driver Classification.
All job vacancies above the Labourer position will be posted in accordance with Article 9.05(i).

Training opportunities above the level of Heavy Duty Truck Driver will be posted. Candidates will be selected in accordance with Article 9.05(v). Training will be offered to meet the needs of the operation. Above the classification of Heavy Duty Truck Driver, once the employee has been accepted into a specific training program for Shovel Operator, Pit Driller or Pit Equipment

Operator, the Company is not obligated to consider him for training in another classification for one (1) year.

JOB REQUIREMENTS FOR JOBS OUTSIDE THE LINES OF PROGRESSION

## PRIMARY MINER

Complete PM3 criteria, posses the skills and ability for production or development, primary drilling and blasting, install ground support and operate the associated equipment. Must have had a basic mining course or verified mining skills. Has completed Underground Common Core training.

## SHAFT CONVEYANCE OPERATOR

Must be a Dome licenced conveyance operator. Have the skill and ability to operate the 10 Ton crane, and the 950 loader (both bucket and fork application), zim car, skip dump, bin diverter, spill door, and the skip and cage chairing device. Has completed Underground Common Core training.

## SHAFT INSPECTOR

Must be able to inspect and perform shaft repairs including timber and rock repairs. Has completed the Dome shaft signal course. Has completed Underground Common Core training.

## ORE SYSTEMS OPERATOR

Must be able to work around open holes, perform secondary blasting, lock out equipment and perform maintenance to the chain control system. Has the skill and ability to operate the ore pass,
crushing and loading pocket facilities. Has completed the Dome shaft signal course; the Dome ore/waste pass tenders course; and Underground Common Core training.

## HOISTMAN

Have the skill and ability 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. Have the skill and ability to operate house compressor and be the holder of a compressor operators certificate.

## BIT SHOP LEADER

Co-ordinate the activities of the Bit shop and Salvage shop.

## MILL HELPER

Have the skill and ability to operate all necessary equipment for Mill cleanup and other ancillary functions.

## HEAVY EQUIPMENT OPERATOR

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

## EQUIPMENT OPERATOR

Have the skill and ability to operate the tandem and single axle dump trucks, both hauling, sanding and watering applications.

## 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.
(a) The terms of this Agreement shall be three (3) years from October 31, 1996 to October 30, 1999.
(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 fth day of November, 1996.

## UNITED STEEL WORKERS OF AMERICA

T. Vincent
S. Emery
S. Millions
S. Robertson
J. Miller
J. Kit
M. Levine


## PLACER DOME CANADA LIMITED - Dome Mine



## LETTER OF UNDERSTANDING <br> MINE DEPARTMENT LINES OF PROGRESSION

The Company and the Union agree to form a Joint Committee of not more than four (4) members of equal representatives. The Joint Committee will administer, monitor and review the revised Mine Department Lines of Progression during the first year of the Collective Agreement.

Specifically, the Joint Committee will design and implement an orderly system to deal with employees in the PM2 classification who wish to be re-classified as Primary Miners and other employees whose current rate of pay will be "frozen"as a result of choosing to continue performing their current job tasks which require a lower wage rate.

Should it be necessary, the Company and the Union agree to re-open the Collective Agreement at least one (I) month prior to October 30, 1997 to re-negotiate the Mine Department Lines of Progression only as it relates to the issues mentioned above.


Tom Vincent
President, Local 7580


Dated: November 8, 1996

## LETTER OF UNDERSTANDING

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


Tom Vincent
President, Local 7580


Peter M\&tin
Mine Manager

Dated: November 8, 1996

## LETTER OF AGREEMENT

SENIORITY

For the period from January 1st, 1994 to October 30th, 1996 inclusive, any permanent employee on the payroll on October 30th, 1996, initially hired as a temporary employee, for whom the work for which he/she was hired subsequently became permanent, then the employee's seniority will be made effective from the start date of his/her temporary employment.


Tom Vincent President, Local 7580


Peter Mártin Mine Manager

Dated: November 8, 1996

## LETTER OF UNDERSTANDING APPRENTICESHIP SCHOOL

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


Tom Vincent
President, Local 7580


Mine Manager

Dated: November 8, 1996

## LETTER OF UNDERSTANDING

## EMPOWERMENT

The Company and the Union agree to empower the workforce by pushing decision making to the lowest level possible, and making those involved personally and collectively accountable. The Company and the Union will collectively work toward this objective over the life of this Agreement.

To initiate this process the Company agrees to further the concept of empowerment by having a facilitator develop a framework for promoting empowerment at Dome. The facilitator will table a report for review by management and the Union by January 15th, 1997. The Company will consider any recommendations made by the Union before implementing any program.


Tom Vincent
President, Local 7580


Peter Martin
Mine Manager

Dated: November 8, 1996

## LETTER OF UNDERSTANDING HUMANITY FUND

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


Tom Vincent
President, Local 7580


Peter Mártin Mine Manager

Dated: November 8, 1996

