

AGREEMENT

Between

GOLDCORP CANADA LTD.

South Porcupine, Ontario

and

UNITED STEELWORKERS

Dated November 1, 2005

Reprinted: July 28, 2006

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THIS AGREEMENT made as of the 1st day of November 2005.

BETWEEN:

GOLDCORP CANADALTD., Manager of the Porcupine Joint Venture, a Company incorporated under the laws of the Dominion of Canada,

hereinafter called the "Company"

OF THE FIRST PART

- and -

UNITED STEELWORKERS

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 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.

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 ongoing relationship.

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 monthly 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 be limited to, contracting out, temporary employees, job postings, overtime work, training, and hours of work.

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.

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 1st to September 15th and December 15th to January 7th.
- 1.02** For convenience and dealing with this Collective Agreement, the departments shall be Mine, Mill, Asset Management 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.

If a Supervisor is found to perform bargaining unit work contrary to this Article, the Company will pay \$100 to the USWA Humanity Fund.

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 750 hours per calendar year. Any employee who surpasses 750 hours in a calendar year while in the role of Spare Supervisor will lose all seniority.

2.02 (c) The Company will fully support the Spare Supervisor in dealing with charges alleging breaches of any Legislation pertaining to Health, Safety and the Environment, 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 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 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 may retain legal counsel of his / her choice. The Company will reimburse the Spare Supervisor 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 Asset Management Manager plus one Company representative will meet no less than monthly to discuss planned and future contracting out of work. Whenever required, other union or management personnel may attend the meetings as additional resources. 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 committee work will be paid by the Company.
4. Minutes of the meeting will be taken by a clerk and posted on bulletin boards with action items inputted into a Contracting Out Database.

Contracting Out Information and Review System:

**(a) Major Projects
(Projects which are in excess of one million dollars)**

As soon as reasonably possible after receiving final approval for funding a major Project, the Company will notify the Local Union in writing of the Major Project using the Notification Format. The Local Union Executive and the Management Committee will review the work content of the Major Project during the monthly Union / Management meetings and the Company shall give consideration to any comments or suggestions proposed at such meeting for the performance of any contract segment of the work by bargaining unit members.

(b) Mid-Size Projects
(Projects which are in excess of seventy-five thousand but not more than one million dollars)

The Company will provide the Committee every month with a list of Mid-Size Projects for which either final funding approval has been received or which have been contracted out in the last month reporting period. The list shall show for each project the nature of the work, its expected duration and the approximate number of contractor workers involved. In the case of Mid-Size Projects for which funding approval has been received, the Company will endeavor to provide the Committee with notice of such Mid-Size Project as soon as reasonably possible after receiving the final approval. At the next Contract Out Committee meeting, the Committee will review the work content of the Mid-Size Projects and the Company shall give consideration to any comments or suggestions proposed at such meeting for the performance of any contract segment of the work by bargaining unit employees. In cases where the work has already been contracted, such consideration shall relate, to the extent it is reasonable and possible, to future contracting out of similar work. The parties shall also use this information to develop trend analyses of the contracting of specific types of work.

**(c) Small Contracts
(Work contracts which are up to seventy-five thousand dollars)**

The Company will, to the extent the information is reasonably available, provide the Committee every month with a list of the Small Contracts which have been contracted out in the last one month reporting period in order that the Committee can review the work content of the Small Contracts and develop trend analyses of the contracting of specific types of work.

(d) The Notification Format for Major Projects will contain the following information:

- i) The location of work.
- ii) The type of work.
- iii) A description of the work.
- iv) An outline of the skills and equipment involved.
- v) An estimate of the duration of the work.
- vi) An outline of any anticipated use of bargaining unit employees.
- vii) A description of the factors affecting the work schedule.

(e) The Contracting Out Committee will produce a list of Contracted work and Contractors that will be exempt from this process.

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 this stage, the problem solving model shall be used.

- (2) Employee(s) may present any complaint to their immediate supervisor, General Foreman or Department Head, within fifteen (15) calendar days of the discovery of the circumstances and is encouraged to seek settlement before the dispute is entered into the grievance procedure. The Department Head or his / her designate shall conduct the problem solving session and respond to the employee in writing within fifteen (15) calendar days of being notified of a request for problem solving with an employee.

The parties agree that Problem Solving meetings will be attended by the employee, Union Steward, Human Resources Representative, Supervisor, General Foreman and the Department Head or his / her designate.

(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) Grievance

The employee and / or his / her steward shall present his / her grievance in writing to the Mine General Manager within fifteen (15) calendar days from the date the employee received the written response from the Department Head or his / her designate. The Human Resources Manager shall notify the parties of the time and place for grievance meeting. The Mine General Manager will hold this meeting and provide a decision in writing within fifteen (15) calendar days from the date the grievance was filed.

The parties agree that grievance meetings will be attended by the employee, Union Steward, Chief Steward, Human Resources Manager and the Mine General Manager or his / her designate.

- (3) The parties may require that other Company or Union Representatives relevant to the grievance be involved in the grievance 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.

A grievance can't be won or lost by either party on time limits. There shall be an outer time limit of sixty (60) 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.
- (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 to the Mine General Manager 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) 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 fifteen (15) calendar days from the completion 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 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. This does not apply to employees working on their regular time off.

- 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.

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:

- (a) The Human Resources Department will maintain a list of all employees who elect to maintain recall rights as per Article 9.03 (d) of the Collective Bargaining Agreement. This list will be presented to the Union.
- (b) For any job that is scheduled to start within ten (10) calendar days, the Human Resources Department via telephone will notify qualified laid off employees by seniority.
- (c) For any job that is scheduled to start after ten (10) calendar days, the Human Resources Department via telephone and / or registered mail will notify qualified laid off employees by seniority.
- (d) A laid off employee may elect to decline any job outside of their job classification at the time of layoff and not forfeit his / her right to recall. However, if a laid off employee elects to decline a permanent job outside of their job classification, the Company will not be obligated to recall the employee to that position in the future.

- (e) If a laid off employee declines a permanent job within their job classification they will forfeit their right to recall as per Article 9.04 of the Collective Bargaining Agreement.
- (f) Employees who are recalled to a temporary position will not be allowed to displace another less senior employee once their temporary job has been completed.
- (g) Employees who are recalled to a temporary position will be entitled to Company medical benefits on the first day of the month following the date they commenced work.
- (h) Employees who are recalled will receive the rate of pay for the job that they were recalled to.
- (i) A laid off employee who maintains their recall rights may only be eligible for recall by the Company for a maximum total of up to 24 months. This does not include any period of time where a laid off employee accepts a temporary position.
- (j) Qualified employees who are on recall will be offered full regular shifts prior to other employees being offered overtime.

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 ten (10) 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 six (6) months. 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 submit a job posting form for a specific job classification to his / her Supervisor who will forward the form to the Human Resources Department. 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 bulletin boards for ten (10) 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 ten (10) calendar days, for a period of ten (10) calendar days.

- (xiii) Employees who have successfully posted to a training posting or an entry level position may return to their previous position provided that this occurs within sixty (60) hours of training for the posted position.

- 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 twenty-four **(24)** 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, vacation 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 1,040 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 or contract employee who is filling in for a bargaining unit 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 the immediate Supervisor.

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 Aptitude Test 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 apprentice-ship 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 and wages 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	Equivalent Hours	Vacation Pay
1+	2	80	4%
4+	3	120	6%
10+	4	160	8%
15+	4	160	9%
18+	5	200	10%
25+	5	200	11%
30+	6	240	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.

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.

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, and except as agreed upon between the Union and the Company.

- 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 10½ hour shift employees on the 5x5x4 schedule shall be composed of thirty-six and three quarters (36.75) hours per week per shift cycle as scheduled by the Company and agreed to under the "Averaging Agreement".
- 11.01 (d)** The standard work week in the case of 10½ 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 10½ 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.

11.01 (h) The Union and the Company may propose a new shift schedule at any time if it involves changing the shift schedule of a complete department or shop. If both parties agree, the proposed shift schedule will be voted on by the employees of the department or shop as defined in this Article.

The following shift schedules shall be in effect:

Pit	All employees	4x4	12 hrs.
Mill	Operators	2x2x3	12 hrs.
	Labourers	5x2	8 hrs.
Mine	Miners	5x2	8 hrs.
	Miners	4x4	10.5 hrs.
	Miners	5x5x4	10.5 hrs.
	Cagetenders	4x4	12 hrs.
	Cagetenders	5x5x4	12 hrs.
Asset Management			
(Mill)	Millwrights	5x2	8 hrs.
	Millwrights	2x2x3	12 hrs.
	Welders	5x2	8 hrs.
(Pit)	Mechanics	4x4	12 hrs.
	Mechanics	5x2	8 hrs.
	Welders	4x4	12 hrs.
	Tire Technician	4x4	12 hrs.
	Serviceman	4x4	12 hrs.

(Surface)	Welders	5x2	8 hrs.
	Machinists	5x2	8 hrs.
	Equipment Operators	5x2	8 hrs.
	Electricians	2x2x3	12 hrs.
	Electricians	5x2	8 hrs.
	Instrumentation Tech	2x2x3	12 hrs.
	Instrumentation Tech	5x2	8 hrs.
	Automotive Tech	5x2	8 hrs.
	Plumber	5x2	8hrs.
(Mine)	Mechanics	5x2	8 hrs.
	Mechanics	5x5x4	10.5 hrs.
	Mechanics	4x4	10.5 hrs.
	Electricians	5x2	8 hrs.
	Electricians	5x5x4	10.5 hrs.
	Electricians	4x4	10.5 hrs.
	Shaft Crew	5x2	8 hrs.
	Hoist Operators	5x5x4	12 hrs.
	Hoist Operators	4x4	12 hrs.
	Hoist Operators	5x2	8 hrs.
	Hoist Millwright	5x2	8 hrs.

- 11.01 (i)** 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.
- 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 10½ hour shift employees on the 4x4 rotation overtime rates will be paid after forty (40) hours per week.
- 11.02 (c)** 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 (d)** 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 (e)** For the purpose of computing overtime beyond the standard work week, 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 subpoenaed witness under Article 18.01 shall be considered as hours worked.
- 11.02 (f)** 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 (g)** 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.

- 11.02 (h)** If an employee voluntarily does not want to be offered overtime they shall notify their Supervisor in writing and they will be removed from the list. An employee may revoke this notification at any time by notifying their Supervisor in writing.
- 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 (a)** 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 complies with Mining Regulation 281(2) of the Occupational Health and Safety Act.

11.05 (b) Open Pit employees shall have 2 one-half hour undisturbed meal periods to start between the fourth and fifth hour of the shift and the ninth and tenth hour of the shift at a time and place designated by the Company.

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 subject to the provisions of the Employment Standards Act.

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

- 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.

If the start of the employee's next scheduled shift is less than 8 hours, the employee will not be required to report to work until 8 hours has elapsed from the completion time of the call out. The employee will be paid his / her base rate from the normal start time of the scheduled shift to the time they report to work.

- 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:

- (a) four hours work, or
- (b) four hours pay at his / her basic hourly rate without being required to work the full period; or
- (c) 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		11 Hours Worked then scheduled Work Day a Stat.	Work Over Standard Work	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					
U/G*	0.5 hours	0 min paid	1.0	1.0	1.5	1.5	1.5	n/a			
	hours	0 min paid	1.0	1.5	1.5	1.5	1.5	1.5			Overtime paid for work over 40 hours in the Standard Work Week
Asset Mgt U/G	hours	0 min paid	1.0	1.5	1.5	1.5	1.5	1.5	\$0.70 per hour for all scheduled afternoon and graveyard shifts.	1.50	
Asset Mgt Surface	hours	0 min unpaid	1.0	1.5	1.5	1.5	1.5	1.5		1.50	
Mill	hours	0 min unpaid	1.0	1.5	1.5	1.5	1.5	1.5		1.50	
4x4 Schedule	2 hours	- 30 min paid	1.0	1.0	1.0	1.5	1.5	1.5	\$0.70 per hour for last four hours of day shift and \$0.70 per for night shift.	1.50	4 Hrs Overtime paid in work week where scheduled and works 48 hours
2x2x3 Schedule	2 hours	- 30 min paid	1.0	1.0	1.0	1.5	1.5	1.5		1.50	Overtime paid for all scheduled hours worked in excess of 80 Hrs over 2-week period.
5x5x4* Schedule'	2 hours	- 30 min paid	1.0	1.0	1.0	1.5	1.5	1.5		1.50	4 Hrs Overtime paid in work week where scheduled and works minimum 48 hours.
4x4	0.5 hours	0 min paid	1.0	1.0	1.5	1.5	1.5	n/a	\$0.70 per hour for last 2.5	1.50	Overtime paid for work over 40 hours in the Standard Work Week
5x5x4* Schedule	0.5 hours	0 min paid	1.0	1.0	1.5	1.5	1.5	n/a	hours of day shift and \$0.70 per for night shift.		

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

3 Personal Days

Christmas Day

New Year's Day

Thanksgiving Day

Boxing Day

Remembrance Day

Only one employee per shift may exercise their right to take a Personal Day at any time on a first come, first serve basis. However, the Supervisor, at his / her discretion, may allow more than one employee to take a Personal Day on the same shift.

Consecutive Personal Days may be taken by each employee on a mutually agreeable date authorized by the Supervisor.

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

	2006	2007
New Year's Day	Jan. 2	
Canada Day	June 30	July 2
Remembrance Day	Nov. 10	Nov. 12

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 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 subpoenaed 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 Personal Days which shall be 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 \$0.70 (70) cents per hour for regularly scheduled shifts commencing at or after 2:00 pm.
- 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** 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.

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, Asset Management 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: **GOLDCORP CANADA LTD.**
 Manager of the Porcupine Joint
 Venture
 P.O. Box 70
 South Porcupine, Ontario
 P0N 1H0
 Fax: 235-6743

To the Union: **UNITED STEELWORKERS**
 Local 7580
 3A Birch Street North
 P.O. Box 1076
 Timmins, ON
 P4N 7H9
 Tel: 705-267-1166

- 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 afore-mentioned 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, grandparents-in-law and grandchildren.

ARTICLE 18 JURY DUTY AND SUBPOENAED 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 or Defense, 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 or Defense, 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

- 19.01** 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 goal of the Company is to reduce accident frequencies every 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.

19.02 It is agreed that a Joint Health & Safety Committee will be maintained consisting of equal numbers of Company and Bargaining Unit Representatives from the Underground, Asset Management, 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 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.

19.03 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.

19.04 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 & 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 & 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 & 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 & 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.

19.05 Vision and Hearing Testing

Each employee shall participate in mandatory vision testing every two years. This program will be monitored by the Joint Occupational Health & Safety Committee. 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.

Hearing testing will be conducted by the Occupational Health Nurse on an optional basis. Results of the testing will be supplied to the employee and stored in the employee's confidential health files.

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 seventy thousand dollars (\$70,000) to eighty thousand dollars (\$80,000).

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 \$300.00 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 \$275.00; 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 and fifty dollars (\$550.00) per week on a 1-1-3-26 plan which means the first day of injury, first day of hospitalization (including day surgery) and the 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.

- 20.06 (c)** The Company will reimburse employees a maximum of \$25.00 for the cost of the completion of the insurance application form.

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, 2005, the Plan shall provide to eligible employees an amount of \$2,000.00 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 three thousand dollars (\$3,000.00) 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, 2005, 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 November 1, 2007 the Pension Plan shall be fifty dollars (\$50) 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. 31/05	Oct. 31/06	Oct. 31/07
8	Journeyman Stationary Eng. 1 st Class Worker Health & Safety Representative	\$26.11	\$27.15	\$28.24
7	Miner 1 Uncertified Journeyman Apprentice 1 Hoistman Stationary Eng. 2 nd Class Shovel Operator Crushing/Conv. Maintainer	25.14	26.15	27.19
6	Miner2 Apprentice 2 Stationary Eng. 3 rd Class Mill Operator 1 Pit Driller Tire Technician	23.56	24.50	25.48
5	Shaft Conv. Op. Stationary Eng. 4 th Class Compressor Operator Mill Operator 2 Pit Equipment Operator Tractor Trailer Operator	22.96	23.88	24.83

SCHEDULE I - HOURLY RATES (con't)

Job Class	Job Classification	Oct. 31/05	Oct. 31/06	Oct. 31/07
4	Miner3 Apprentice 3 Heavy Equip. Op. Mill Operator 3 Heavy Duty Truck Driver Serviceman	22.31	23.20	24.13
3	Apprentice 4 Mill Operator 4	21.06	21.91	22.78
2	Ore System Op. Truck Driver	20.47	21.28	22.14
1	Labourer	19.85	20.64	21.47

MINE DEPARTMENT JOB CLASSIFICATIONS

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

Miner 1:

Must have the Miner 2 criteria along with:

Underground Construction Specialty Module (U0085) and / or Development / Production Specialty.

May be required to perform shotcreting or primary blasting.

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

Miner 2:

Must have Miner 3 criteria along with a minimum of five (5) of the listed qualifications or modules:

Ventilation Installation and Maintenance Specialty (Module U0082)

Pipe Installation and Maintenance Specialty (Module U0080)

Scooptram Specialty (Module U0010) including remote

Mucking Machine / Slusher

Trackless Haulage Specialty

Timber Cutting, Framing and Installation

Ground Support

Assisting in Longhole Loading

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

Miner 3:

Must possess a minimum of four (4) of the listed qualifications or modules:

Underground Crusher Operator Specialty (Module U0077)
Track Installation and Maintenance Specialty (Module U0075)
Oxy-Acetylene Cutting Specialty (Module U0033)
Track Haulage Specialty
Chute Blasting
Secondary Blasting
Assist with Shaft Inspections
Sanitation duties on a voluntary basis when required

Will perform clean-up and other general mining related duties.
Be trained in the operation of associated equipment at the needs of the operation.

Shaft Conveyance Operator

Must have Operate Cage Specialty (Module U0083). Have the qualifications to operate the overhead crane and the 950 loader (both bucket and fork application). Will also assist with ore systems operations and shaft inspections.

All employees in the Underground Department, with the exception of the Hoistman, will be required to perform any job task they are qualified for and assist maintenance personnel when required.

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.

It is agreed that the shift rotation schedule will be jointly developed and agreed upon between the Supervisor and respective crews.

The rotation schedule may be altered if jointly agreed between the crew and Supervisor with the understanding that the Supervisor will have flexibility to make short term alterations to the schedule to meet the needs of the operation.

OPERATOR 1:

Successfully completed utility, primary and secondary crushing, grinding and CIP operation skills modules. Operates utility, primary and secondary 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, primary and secondary crushing, grinding and CIP operation skills modules. Operates utility, primary and secondary 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, primary and secondary crushing and grinding operation skills modules. Operates utility, primary and secondary 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, primary and secondary crushing operation skills modules. Operates utility, primary and secondary crushing in accordance with shift rotation language. Has eighteen (18) months of Dome Mill process experience.

MILL SHIFT LABOURER:

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

DAY SHIFT LABOURER:

This position exists outside the Mill Lines of Progression. Operates all necessary equipment for the mill and crusher clean-up. Successfully completes Mill and Underground Common Core modules 1 and 2 within six (6) months of hire or transfer into the Mill Department.

ASSET MANAGEMENT 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.
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 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 / Plate Work)	Heavy Duty Mechanic
General Machinist	General Carpenter
Hoisting Engineer (Crane Operator)	Industrial Instrument Mechanic
Certified Automotive Technician	Plumber

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.

Each recognized tradesperson listed above will receive a tool allowance of \$300.00 per year, payable every November. The Company will pay for the repair and replacement of damaged tools that are not under warranty.

**ASSET MANAGEMENT DEPARTMENT
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 OHS A regulations. Is qualified to operate compressor house and be the holder of a compressor operator's or Stationary Engineer's certificate. Trained to use a Scott Air Pack.

HEAVY EQUIPMENT OPERATOR

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

TRUCK DRIVER

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

TIRE TECHNICIAN

Successfully complete the Tire Training Program (dated June 2, 2004) and capable of performing all tasks associated with the maintenance of all tires. Must be competent to operate Tire Manipulator and 996 Loader.

Training postings for Tire Technicians will occur as per Article 9.05 (xii). Training applicants must have basic understanding of mobile equipment.

SERVICEMAN

Have a basic understanding of all surface mobile equipment. Fuels, services and performs minor repairs to equipment and assists mechanics when required.

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 *i* 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).
- Tractor Trailer Op.:** To perform this job function and Ontario AZ driver's license is required.

Labourer:

Entry level position. Be qualified to perform clean up and general pit duties. Become trained as a Heavy Duty Truck Operator. Once an employee has accumulated 500 hours 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, 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. Qualified Trainer:** A qualified trainer / supervisor must have the following minimum to be deemed qualified to train in a specific area:
 - Registered Surface Mining Specialty being taught
 - Act & Regulations Course specific to area being trained
 - Approved Train the Trainer Program
- 2. 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".
- 3. Specialties Surface Common Core:** As per Ministry of Training Colleges and Universities.
- 4. 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.
- 5. 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.

At the request of the Union, training documentation shall be presented for verification.

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

For those who have posted into an equipment training posting according to Article 9.05 (v) training will be provided according to the following standards. Training will be provided within a two year period from the date of the initial training posting. Equipment training will be provided within this designated period as deemed appropriate by the General Foreman or designate to meet the needs of the operation.

■ 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.

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 employees training the award date of the training posting will be utilized to determine training priority, not an employees seniority.

SCHEDULE II
COST OF LIVING ALLOWANCE
(COLA)

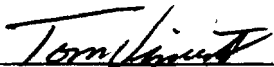
During the term of this Agreement, there shall be a cost-of-living allowance (COLA) as set forth below. The term "Consumer Price Index (C.P.I.)" as used in this article shall mean the Canadian Consumer Price Index - All Items (1971=100) as published monthly by STATS CAN.

- (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.

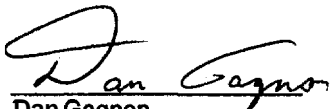
- (3) No adjustment, retroactive or otherwise, will be made in the cost-of-living allowance due to any revisions which may later be made in the published figures for the CPI for any months on the basis of which a wage increase shall have been determined.
- (4) Where the cost-of-living allowance calculated 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
SANITATION

Jean Paul Gagnon will be recalled to the position of Miner 3 and perform sanitation duties. It is understood that he will be trained in other skills of the Miner 3 classification within one year and will perform those duties when not required to perform sanitation.



Tom Vincent
President, Local 7580



Dan Gagnon
Mine General Manager

Dated: November 1, 2005

LETTER OF UNDERSTANDING
CONTINUOUS SHIFT SCHEDULE - 5x5x4

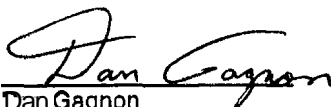
Both parties agree that employees who are currently on a continuous shift schedule will be allowed to vote by Departments on changing to the 5x5x4 shift schedule. The change of schedule will only occur if the majority of employees in each respective Department vote in favour.

It is understood that employees working within the Underground Department and associated Asset Management Department will commence with this schedule.

Within six (6) months of the implementation of this schedule all continuous shift schedule employees will be given the opportunity to decide whether they want to remain on this schedule or revert back to their former continuous shift schedule.



Tom Vincent
President, Local 7580



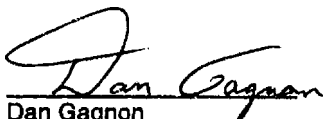
Dan Gagnon
Mine General Manager

Dated: November 1, 2005

LETTER OF UNDERSTANDING
GPS SYSTEM

A concern was raised during negotiations about the use of the GPS system at the Porcupine Joint Venture. The Union was assured the main purpose of the GPS was to optimize Asset Management and reduce costs while achieving safety and production goals.



Tom Vincent
President, Local 7580


Dan Gagnon
Mine General Manager

Dated: November 1, 2005

LETTER OF UNDERSTANDING
PRODUCTION LEADERS

Both parties agree that with the elimination of the Production Leader, Tom Cumming, Don Lacasse, Luc Clement and Denis Legault will be "red-circled" at their current rate until the rate of Mill Operator 1 is equal to, or greater than their current rate.



Tom Vincent
President, Local 7580



Dan Gagnon
Mine General Manager

Dated: November 1, 2005

LETTER OF UNDERSTANDING
PERSONAL PROTECTIVE EQUIPMENT

The Company will continue its practice of supplying personal protective equipment with the understanding that the selection of such items is at the sole discretion of the Company.



Tom Vincent
President, Local 7580



Dan Gagnon
Mine General Manager

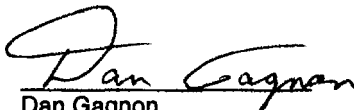
Dated: November 1, 2005

LETTER OF UNDERSTANDING
ASSET MANAGEMENT DEPARTMENT

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



Tom Vincent
President, Local 7580

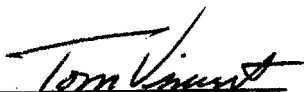


Dan Gagnon
Mine General Manager

Dated: November 1, 2005

LETTER OF UNDERSTANDING
GRIEVANCE PROCEDURE

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



Tom Vincent
President, Local 7580



Dan Gagnon
Mine General Manager

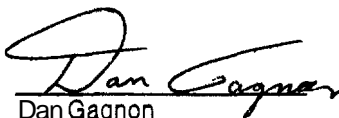
Dated: November 1, 2005

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.



Tom Vincent
President, Local 7580



Dan Gagnon
Mine General Manager

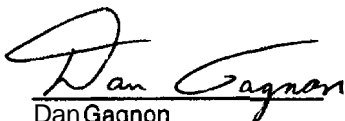
Dated: November 1, 2005

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 positions he / 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.



Tom Vincent
President, Local 7580



Dan Gagnon
Mine General Manager

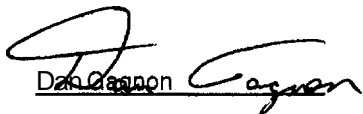
Dated: November 1, 2005

LETTER OF UNDERSTANDING
RETIREMENT SUPPLEMENT

During the life of this agreement any employee age **58** years and over, and who has a minimum of ten (10) years of service, 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 **58** maintains their recall rights and elects not to take a severance package shall be eligible for this package upon reaching the age of **58**.



Tom Vincent
President, Local **7580**



Dan Gagnon
Mine General Manager

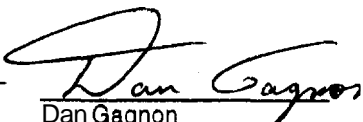
Dated: November 1, 2005

LETTER OF UNDERSTANDING
GOLO BONUS

Upon ratification of this Collective Agreement the Gold Bonus will be deleted. Each employee will receive a lump sum payment of \$1,000. payable on the first pay in December. Base wages in each job classification will be increased by 1% each year of this Collective Agreement and Incorporated into Schedule 1.



Tom Vincent
President, Local 7580



Dan Gagnon
Mine General Manager

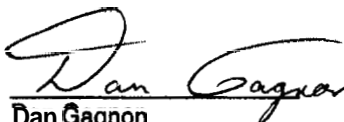
Dated: November 1, 2005

LETTER OF UNDERSTANDING
SIGNING BONUS

Upon date of ratification of this Collective Agreement each member of the bargaining unit will receive a \$1,000 signing bonus. This will be paid on the second pay in November.



Tom Vincent
President, Local 7580



Dan Gagnon
Mine General Manager

Dated: November 1, 2005

TERM OF AGREEMENT

- (a) The terms of this Agreement shall be three (3) years from October 31, 2005 to October 30, 2008.
- (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 6 day of December, 2005.

UNITED STEELWORKERS

T. Vincent

J. Kostenko

M. Paradis

S. Mitchell

S. Millions

J. Kmit

M. Paradis
Shan Miles
[Signature]

[Signature]
Tom Vincent
J. Kmit

GOLDCORP CANADA LTD.

D. Gagnon

C. Cormier

R. Blain

D. Rizzuto

J. Folinsbee

R. Corbeil

[Signature]
[Signature]

Dan Gagnon
[Signature]

[Signature]

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