

## COLLECTIVE AGREEMENT

**Between:**

Placer Dome Canada Limited, Detour Lake Mine

hereinafter referred to as the "Company"

- and -

United Steelworkers of America  
Local 9171

hereinafter referred to as the "Union"

**Dated August 16, 1995**

### ARTICLE 1

#### Purpose

- 1.01** The general purpose of this Agreement is to promote the mutual interests of the Company, and the Union by setting forth provisions for rates of pay, hours of work, settlement of grievances, conditions of employment, and other matters referred to herein.

### ARTICLE 2

#### Recognition

- 2.01** The Company recognizes the Union as the sole and exclusive bargaining agent for all employees of the Company, in the District of Cochrane, save and except foremen, shift bosses, persons above the rank of foreman and shift boss, office and clerical staff, employees in the laboratory, and in the engineering, instrumentation, geological, and metallurgical departments, security guards, persons regularly employed for not more than twenty-four (24) hours per week, students employed during the school vacation period.

- 2.02** The Company agrees that the Union has an understandable concern over "contracting out" by the Company because of its potential effect upon such matters as job opportunity for the employees.

The Company will, therefore, having due regard to the availability of equipment, engineering, skills, manpower, supervision and services and to operating efficiency and to the time to do the work, attempt to minimize the amount of work to be "contracted out" during this Agreement. The Company further agrees that it will meet, as required, with the President of the Local Union or his designate and/or Union representative to discuss information concerning its "contracting out".

The Company shall have the right to contract out any work it deems necessary, but such "contracting out" will not be done if it results in the lay-off of members of the bargaining unit. The Company will endeavour to provide the Local Union President or his designate with information describing the work to be contracted out, the estimated start and completion dates of the work, the estimated number of contractor's employees and the reason(s) for contracting the work out, prior to the start of any such contract work. Camp catering shall not be

considered as outside contractors.

- 2.03** Supervisory personnel shall not perform work which is normally performed by bargaining unit personnel except for training or instruction, investigation, testing, emergencies, and situations in which no bargaining unit employee is immediately available for overtime to do the job required.

### **ARTICLE 3**

#### **Management Rights**

- 3.01** The Union recognizes that the Company has the right:
- (a) generally to manage the industrial enterprise in which the Company is engaged, and, without restricting the generality of this function, to determine the number of its shafts, mills, shops and working places, the kinds and locations of machines, tools and equipment to be used, and to determine the schedule of mine and mill production;
  - (b) to determine the number of employees required by the Company at any place from time to time for any and all operations, to maintain order, discipline and efficiency, to make, alter and amend reasonable rules of conduct and procedure for employees, to be the judge of the qualifications of the employees, to hire, classify, transfer, promote, demote, lay-off and to discharge, suspend or discipline employees for just cause, provided, however, that any exercise of these rights in conflict with the provisions of this Agreement shall be subject to the Grievance Procedure herein.

### **ARTICLE 4**

#### **Union Security**

- 4.01** The Company shall deduct, as a condition of each employee's continued employment from his 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 constitution and remit the same prior to the 10th day of the month following the month in which the deduction is made, to the International Secretary-Treasurer of the Union. The Company will, at the time of making each such payment to the International Secretary-Treasurer of the Union, list the employees from whose pay such payment has been deducted along with the name of any employee whose earnings were insufficient to permit the deduction of the aforementioned sum.
- 4.02** These deductions shall commence, in the case of each employee entering the employment of the Company, with the calendar month in which his first wages are received by him from the Company.
- 4.03** The Union shall indemnify and save the Company harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Company in complying with the provisions of this Article.
- 4.04** Effective the first of the month, the Company shall deduct and remit to the Union the equivalent

of one-cent (\$.01) per hour for the USWA Humanity Fund. This remittance will be made on a monthly basis.

## **ARTICLE 5**

### **Union Activity and Representation**

- 5.01** The Union shall have the right to appoint or elect Stewards, One Chief Steward and Grievance Committeemen to assist employees in presenting their concerns to the Company. To be a Steward and/or Grievance Committeeman, an employee must have completed his probationary period.
- 5.02** The Company recognizes that it is necessary that certain Union activities, as expressly provided for in this Agreement, be conducted on Company time.
- 5.03** Upon providing at least seventy-two (72) hours notice to the Human Resources Department, a union representative will be permitted to enter the company's operations during regular business days (Monday through Thursday to 4:00 p.m.) to carry out duties as provided for in this agreement. Requests for access on other days will be at the discretion of the Mine Manager. Approval for such requests for access will not unreasonably be withheld.
- The union agrees that such activities will not result in any disruption of the Company's operations or affairs and employees will not neglect their duties and responsibilities.
- 5.04** The Union shall promptly notify the Company, in writing, of the names of the employees who have been elected or appointed as Stewards, Chief Steward and Committeemen. The Company shall not be required to recognize them until it has been so notified. The Company will recognize one (1) Steward for each shift in each of the following departments:
- (1) Mill Operations
  - (2) Maintenance
  - (3) Mine Operations
- 5.05** If it is necessary for a Steward or Union Officer to take time off during his regular working hours to investigate or resolve a grievance, he shall request the permission of his immediate Supervisor, which permission shall not be unreasonably withheld. When a Steward enters an area other than his normal work area, he shall inform the Supervisor of that area of his presence and reason for being there. As well, a Steward shall inform his Supervisor when he returns to his normal work area or duties.
- 5.06** The Company will recognize a grievance committee consisting of the Local Union President, or his designate, the Chief Steward, the Steward from the area affected and a representative of the Union for the purpose of dealing with the Third Stage Grievance Procedure.
- 5.07** The Company shall provide for bulletin boards in the Recreation Hall, Head Frame, Plant Bus Stop and Mill Lunchroom to accommodate Union notices and announcements.
- 5.08** Employees in the bargaining unit shall have access to their own personnel file at reasonable times for the purpose of reviewing them in person at the location where they are filed. Employees shall be notified at the time of entries in their personnel file. An employee shall be allowed to include in the file a written comment on any item which he considers inaccurate. Employees shall, upon request, be provided with one copy of material contained in such record.

**5.09** Employee(s) who have been suspended or discharged will be given an opportunity to meet with a union steward on site, if available, prior to leaving the property.

In the case of a suspension, a meeting of the employee, a union steward, and supervisor will be convened to discuss the reason(s) for the suspension. At this time, the employee may dismiss the union steward at his discretion.

Notice of discharge to an employee who is on company property will be given after a meeting of the employee, union steward, and Company has been convened.

In the event of a discharge of an employee who is not on company property, the Company will notify the Union President and inform him of the reason(s) for the discharge.

A discharged employee shall be provided a termination letter stating the reason(s) for termination. A copy of this letter will be given to the Union President and the steward involved, if any.

A discharged employee, accompanied by a union steward if he so desires, will be given access to their own personnel file for review, at a mutually agreeable time, only within the twenty-eight (28) calendar day period following the date of termination.

**5.10** The Company will afford the Union the use of a room to store material and papers which can also be used to hold private discussions with Union members. Company approval will be required for any alterations or renovations to the room. The Union may install a telephone at its own cost as long as advance Company approval is obtained on any property renovations or changes required, including digging in order to install phones.

**5.11** There shall be no discrimination, favouritism or harassment by the Company or Union, or its members against any employee because of membership or non-membership in any lawful Union, or because of the employee's sex, race, colour, religious creed, political affiliation, or because the employee has exercised or failed to exercise any right specifically provided under this Agreement.

**5.12** The Union shall be allowed to distribute Union leaflets or other Union publications within the Recreation Hall.

**5.13** Upon written request from the local Union President, the Union will be allowed to conduct a secret ballot vote on their own time in the Recreation Hall.

## **ARTICLE 6**

### **Seniority**

**6.01** The parties recognize that job opportunity and security increase in proportion to length of service and is to provide a policy of right of preference as to layoff, recall, and promotions within the bargaining unit.

**6.02** A newly hired Detour Lake Mine employee shall be considered a probationary employee and shall have no seniority rights until he has actually worked a total of fifty (50) completed shifts with the Company.

A probationary period may be extended for up to an additional twenty-eight (28) completed shifts by mutual agreement between the Company, employee and Union.

During this probation period, the probationary employee shall be subject to transfer, demotion,

layoff, discipline, including discharge at the sole discretion of the Company.

After completion of the probationary period an employee shall be entitled to all seniority rights and Company seniority from his last date of hire.

Students on a co-operative work programme shall be considered as probationary employees. In the event that a student desires to continue employment beyond the end of his four (4) month work term, he must apply for a position as a new employee, without any seniority.

**6.03** The seniority of an employee shall be lost and his employment shall be terminated for any of the following reasons:

- (a) Voluntary termination or resignation;
- (b) Discharge and not reinstated through the grievance or arbitration procedure;
- (c) Absent from work without leave (A.W.O.L.) for three (3) days in any twelve (12) month period, without notifying the Company and giving a satisfactory reason acceptable to the Company for his absence. Lateness for work of two (2) hours or less shall not be considered AWOL.

In the event that the employee is not on site, the Company shall notify the employee of his discharge by registered mail, to his last address on record with the Company. A copy of the letter will be sent to the union.

- (d) Is sent a registered notice of recall and fails to report within fifteen (15) days from date of mailing, unless he has contacted the Company and received an extension which shall not unreasonably be denied.
- (e) Laid off by the Company for a period in excess of his seniority at time of his layoff up to a maximum of twenty-four (24) months.

**6.04** Seniority shall be maintained and accumulated during:

- (a) Absence due to an occupational accident or illness while the employee is performing work for the Company;
- (b) Absence due to temporary illness or accident until such time as the employee is placed on long term disability benefits;
- (c) Authorized leave of absence.

**6.05** In deciding which employee shall fill a vacancy and in all cases of promotion, transfer, training, demotion, layoff, decrease of workforce and recall after a layoff, the Company shall consider the following factors:

- a) the seniority of each employee concerned; and
- b) the skill, ability, knowledge, and training of the individual to perform the job concerned.

When factor (b) is to all intents and purposes equal as between two (2) or more employees, the employee with the greater seniority will be entitled to preference.

**6.06** Seniority lists shall be posted within one (1) month of the signing of this Agreement and quarterly thereafter, with a copy of the posted Seniority List being sent to the Union office.

**6.07** It is understood that the above principles do not apply to layoffs considered by the Company to be of a temporary nature (i.e., thirty (30) calendar days or less).

**6.08** A temporary employee is one who has been hired for a specific job of a temporary nature, which in each case, shall not exceed a period of ninety (90) calendar days.

On completion of the job, the services of such temporary employee shall be terminated; however, should he be required as a regular employee, he shall be rehired in that capacity, (unless otherwise provided for in Article 7.01 of this Agreement), progress through the probationary period as outlined in Article 6.02, and then his seniority shall be then as outlined in Article 6.02.

It is understood that persons employed under this Article and occupying a job normally performed by bargaining unit members will pay union dues.

Temporary employees will be provided with a temporary employment job offer letter outlining their terms and conditions of their temporary employment, including their status with respect to the Collective Agreement.

## **ARTICLE 7**

### **Job Posting**

**7.01** Except for a temporary vacancy of less than ninety (90) calendar days, when a vacancy occurs in any regular job or a new job becomes available, notice of such vacancy shall be posted for ten (10) calendar days on bulletin boards provided on the premises for that purpose. A copy of each such notice shall be sent to the Union.

All notices of vacancy shall designate the job, the qualifications of the job and rate of pay.

Any employee, except employee(s) subject to the provisions of Articles 6.08, 7.04 and 7.05, may apply in writing for the posted job within the time limit specified above.

When determining the successful candidate for the filling of the vacancy, the Company's decision shall be based on the requirements and efficiency of the operation using the criteria set out in Article 6.05 above.

Following awarding of the position, the Company shall post the name and length of service of the successful applicant for the job.

Where no qualified applicants are available, the Company shall recall a laid off employee who meets the requirements as set out in Article 6.05 above, or choose an employee who did not apply for the job, or hire a new outside employee.

**7.02** The job posting procedure as set out above 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 in the following order, internal promotion, transfer, or by hiring a new outside employee.

**7.03** In the event that the applicant provides unsatisfactory, or chooses not to continue in the new position, within a thirty (30) working day period, he shall be returned to his former position. Any other employee promoted or transferred because of the rearrangements of positions shall be

returned to his former position.

- 7.04** An employee accepting a job posting outside his department must remain in the department to which he was posted for a period of one (1) year before applying for a job posting in any other department.
- 7.05** The Company will not be obliged to consider applications for posted jobs from those employees who have successfully applied for another posted job within the previous four (4) months.

## **ARTICLE 8**

### **Grievance Procedure**

- 8.01** The parties agree that it is desirable that any complaints or grievances should be adjusted as quickly as possible. Employees are therefore urged to try to settle their complaints with their immediate Supervisor as soon after they originate as possible.

Should any question as to the meaning or alleged violation of the provisions of the Agreement arise between the Company and any employee or the Union, an earnest effort will be made to adjust such question in the following manner.

- 8.02** **Stage One.** Within fourteen (14) calendar days from the time the difference arose, the employee and his steward shall present the grievance, in writing identifying the alleged violation of the Collective Agreement and the remedy sought, to his supervisor on a standard form. The supervisor will, within fourteen (14) calendar days of receipt of the grievance, arrange a meeting with the grievor, the union steward and/or the chief steward, Department Superintendent and/or General Foreman. The Department Superintendent or his designate must respond to the grievance in writing to the union steward involved, within fourteen (14) calendar days of the Stage One meeting.

- 8.03** **Stage Two.** Failing a satisfactory solution at Stage One, the Union may, within fourteen (14) calendar days of the receipt of the Company's response at Stage One give written notice that the grievance is advanced to the Mine Manager. The Mine Manager or his designate, accompanied by the grievors Department Superintendent and a Human Resources representative will within fourteen (14) calendar days of receipt of such notification meet with the grievor and the grievance committee outlined in Article 5.06, to discuss the grievance. The Mine Manager or his designate shall give his decision in writing to the union steward involved within fourteen (14) calendars days of the Stage Two meeting.

### **Time Limits**

- 8.04** The parties agree that the time limits herein have been predetermined in order to expedite the resolution of differences and as such are matters of substance, and not mere technicalities.

Time limits within this Article may be extended by mutual agreement in writing between the parties.

If a difference has not been resolved within the time period specified for any stage of the procedure, and the time limit has not been extended as provided herein, failure by the Union to proceed to the next stage within the time limits prescribed shall be deemed to constitute abandonment of the difference. If the Company's decision at any stage of this procedure is not given within the time limit specified, and the time limit has not been extended by mutual agreement, the difference may be immediately processed to the next stage, including arbitration.

- 8.05** Differences relating to policies shall be presented to the Mine Manager or his designate at Stage Two.
- 8.06** Grievances filed by the Company shall be submitted in writing to the Union at Stage Two of this procedure. The same time limits and obligations that apply to the Union under this Article will apply to the Company.
- 8.07** Arrangements for all meetings at Stage Two and beyond will be co-ordinated by the Human Resources Department and meetings shall be by mutual agreement of the Company and the Union.
- 8.08** Grievances involving the discharge of an employee may be submitted directly to Stage Two of this procedure.
- 8.09** Grievance meetings shall, as far as possible, be carried out during the regular hours of work of the employee and/or the steward involved in the grievance. Where a grievance meeting occurs during the working hours of the employee and/or the steward in attendance, the Company will pay for the time spent by the employee and/or the steward attending such meeting which falls within his working hours.

## **ARTICLE 9**

### **Arbitration**

- 9.01** Where the parties have made every effort to resolve a difference concerning the interpretation, application, or alleged violation of this Agreement, and have exhausted the procedure outlined in Article 8, without reaching a settlement, either party may refer the grievance to Arbitration.
- 9.02** The party desiring to submit the grievance to Arbitration shall so notify the other party, in writing, within thirty (30) calendar days of the answer submitted by the Mine Manager, or his designate or where applicable, the Union, at Stage Two. If no written request for Arbitration is received within the thirty (30) calendar days after the answer is given, the grievance shall be deemed to have been settled in accordance with the decision made and shall not be submitted to Arbitration or be arbitrable.
- 9.03** Within five (5) calendar days from the giving of written notice of Arbitration under Article 9.02, the parties shall suggest and agree upon an arbitrator. In the event of the unavailability of the arbitrator agreed to, the parties may ask the Ministry of Labour to appoint an arbitrator.
- 9.04** The issue or issues raised in the written grievance shall be presented to the Arbitrator and the award shall be confined to such issue or issues. The decision of the Arbitrator shall be final and binding on all parties involved.
- 9.05** It shall be the function of the Arbitrator to make a decision in cases of an alleged violation or a difference of interpretation of this Agreement. The Arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement; it being understood that any matter not specifically set forth herein remains within the reserved rights of the Company. The arbitrator(s) shall be requested to give their award within a period of fifteen (15) days after the close of the hearing.
- 9.06** Each of the parties to this Agreement shall equally share the expenses and fees of the Arbitrator. Each party shall pay its own costs.
- 9.07** Arbitrations shall be heard in Timmins, Ontario.



## ARTICLE 10

### No Strike or Lockout

- 10.01** The Union and the Company agree that the "No Strike" and "No Lockout" clauses as interpreted and in effect under the Ontario Labour Relations Act shall be in effect within this Collective Agreement.

## ARTICLE 11

### Severance Pay

- 11.01** An employee will be paid a lump sum severance upon expiry of his recall rights under clause 6.03(e). If an employee elects, prior to the expiry of his recall rights under clause 6.03(e) to be paid a lump sum severance after layoff, he will relinquish all rights to recall.

The amount of severance to be paid under this article will be:

1 year service	42 hours wages*
2 years service	84 hours wages*
3 years service	126 hours wages*
4 years service	168 hours wages*
5 or more years service	as per the Employment Standards Act of Ontario

\* wages in effect at the date of layoff

## ARTICLE 12

### Health and Safety

- 12.01** The Company and the Union recognize the benefits to be derived from safe working conditions and work practices. Accordingly, it is agreed that all employees, Union Representatives and Supervisors at all levels shall cooperate to promote safe work practices, safe and healthy working conditions, and the enforcement of safety rules. Further, all employees of the Company are fully obligated to comply with any and all reasonable rules of conduct established by the Company and bearing on safety and health.
- 12.02** The Company, the Union, and every employee agree to abide by the Occupational Health and Safety Act.
- 12.03** The Union shall promptly notify the Company in writing of the names of the employees who have been elected or appointed as Safety Representatives. The Company shall recognize them when so notified. The Company will recognize one (1) Safety Representative for each shift in each of the following departments:

- (1) Mill Operations
- (2) Maintenance
- (3) Mine Operations

Time spent during an employee's regular working hours on monthly inspections and subsequent meetings will be considered time worked.

**12.04** The Union may nominate other employees as temporary replacements from time to time as required for the Safety Committee.

**12.05** It is the intention of the Company to supply necessary safety protection equipment to its employees. These items of safety equipment and protective apparel shall be supplied by the Company on a loan basis and the employee shall be required to sign for same and return it in good and serviceable condition (fair wear and tear excepted). If the employee fails to do so, he shall be charged with replacement cost of the articles in question. The following items will be supplied, however, this is not an exclusive list.

Hard Hats  
Safety Glasses, Clear (Non-Prescription)  
Work Gloves (leather, rubber or plastic as required for special jobs)  
Welders - 1 Leather Coat per year, Helmets, Shields, and Gloves  
Dust Masks  
Hearing Protection (ear plugs, ear muffs)  
Rain Suits or Oilers (where required by the Company)  
Safety Belts and Lines (for specific applications as decided by the Company)  
Tag Out Locks  
Rubber Boots (where required by the Company)  
Lineman's Gloves (Company controlled)  
Goggles (where required by the Company)  
Painter's Masks (where required by the Company)  
Safety Asbestos Gloves (where needed)  
Apron and Face Shields (for handling corrosive substances)

Employees will be provided a one hundred dollar (\$100.00) annual credit for the purchase of safety boots. Any amount not used may be carried over to the next year.

**12.06** The Company and the Union agree to a joint application in writing requesting that the Government x-ray van visit the Detour Lake Mine site on a regular basis, as required.

**12.07** The parties recognize a Health and Safety Representative at Detour Lake Mine to be in accordance with the attached Job Outline.

## **ARTICLE 13**

### **Leave of Absence**

**13.01** The Company recognizes that occasionally it may be necessary for employees to request a leave of absence for special purposes. Such request shall be made to an employee's immediate Supervisor. Granting of such leave and a decision about whether it shall be leave of absence with or without pay shall be at the discretion of the Company. Except in emergency situations, requests for leave of absence shall be made as far in advance as possible, prior to the date the leave is to commence, but in any case, not less than at least two days, and all requests and replies for leave of absence shall be in writing. Request for leave of absence will not be unreasonably denied.

### **Union Leave**

**13.02** Employees who have been selected or elected by the Union to attend Union functions will be granted a leave of absence without pay for this purpose provided that the work requirements of the Company will allow for such leave. The request for such leave must be made by the employee and confirmed by the Union as far in advance as possible prior to the date the leave is to commence, but not less than two (2) weeks.

An employee accepting a permanent, full-time position with the Union shall upon proper written notice to the Company at least one (1) month prior to taking the position be granted a leave of absence of twelve (12) months during which time the employee will determine his desire to accept the position. At any time during this twelve (12) month leave period, the employee may elect to return to his previous classification in which case he will be reinstated with his accumulated seniority. All Company benefits and pay shall be suspended during this leave.

#### **Bereavement Leave**

- 13.03** In the event of death in the employee's immediate family, and upon application by an employee, an unpaid compassionate leave of absence of up to seven (7) days will be granted.

To offset the expenses associated with such leave, the employee shall be paid the sum of twelve hundred dollars (\$1,200.00) provided the employee attends the funeral of the deceased.

Immediate family shall be defined as dependent spouse, child, mother, father, brother, sister, grandchildren, grandparents, mother-in-law, father-in-law.

The definition of "dependent spouse" will be a person of the opposite sex who has lived with the employee for at least one (1) year and the employee and that person had publicly declared themselves as man and wife and have so advised the Company in writing.

#### **Maternity Leave**

- 13.04** Maternity leave shall be granted in accordance with the Employment Standards Act of the Province of Ontario.

#### **Jury Duty Leave**

- 13.05** An employee called for jury duty, or as a subpoenaed witness in a criminal proceeding before the court, shall be paid each day of jury service or subpoenaed witness on which he was scheduled to work, the difference between his regular straight time rate of pay and the payment he received for jury service. The employee will present proof of service and the amount of pay received.

### **ARTICLE 14**

#### **Union-Management Committee**

- 14.01** The Union and the Company recognize the mutual benefits of ongoing consultations and open communications. Without limiting the opportunities for the Union and Management to utilize other avenues for communications, the parties agree to establish a Union-Management Committee.

The Committee will meet at times which are mutually agreeable to discuss an agenda containing items submitted by either side at least five (5) days in advance of the date of meeting.

- 14.02** The Committee is intended to be an open forum 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.

- 14.03** The parties understand and agree that the Union-Management Committee is limited to serving as a vehicle for joint discussion and consultation, and is in no way intended to limit or restrict the rights reserved to the parties by this Agreement; nor is the Committee intended to take the place of normal communications between employees and management or to serve as a supplement or alternative to the provisions of this Agreement for settlement of differences or to interfere with or attempt to renegotiate any provisions of this Agreement.

## **ARTICLE 15**

### **Training**

- 15.01** The Company will establish on-the-job training programs to provide the employees reasonable opportunities to upgrade their knowledge and skills, as required by the needs of the Company.
- 15.02** Employees interested in training opportunities "other than registered apprenticeship programs" must apply to their immediate Supervisor. The Supervisor will establish a training program for individual employees in accordance with the overall training schedule.
- 15.03** Where the Company establishes a vacancy for an apprenticeship position, such vacancy shall be posted in all Departments in accordance with the regular posting procedure set out in this Agreement.
- 15.04** All matters relating to this training article are proper and appropriate subject matter for the Union-Management Committee set out in Article 14, including the criteria and procedures required and applied to successful candidates.
- 15.05** The Union representatives on the Management Committee shall be entitled to review any test results of candidates.

## **ARTICLE 16**

### **Statutory Holidays**

- 16.01** All employees covered under this Agreement shall receive twelve (12) hours pay at basic rates for twelve (12) hour shifts and ten and one-half (10.5) hours pay at basic rates for ten and one-half (10.5) hour shifts for each of the following holidays:
- New Year's Day, Good Friday, Victoria Day, Canada Day, Labour Day, Remembrance Day, Thanksgiving Day, Christmas Day, Boxing Day, Civic Holiday in August.
- 16.02** For work performed on statutory holidays, employees shall be paid one and one-half (1 1/2) times the employee's basic rate in addition to the amount payable for the holiday.
- 16.03** In order to qualify for payment under Section 16.01 above, an employee must have worked his last scheduled shift prior to, and his next scheduled shift after, such holiday. An employee who has not worked his last scheduled shift prior to and his next scheduled shift after such holiday because of vacation, short term union leave defined in article 13.02, bereavement leave or jury duty shall qualify for holiday pay.
- 16.04** Christmas or New Year's work schedules will be posted on or before October 15th.

## **Floating Holidays**

**16.05** Employees will be entitled to two (2) "floating holidays" in addition to statutory holidays in accordance with Article 16.01 of the Collective Agreement which may be taken after the employees have completed their probationary period, provided that at least one week's notice is given to the Company. Scheduled annual vacation in accordance with Article 17 of this Agreement shall take precedence over the scheduling of floating holidays.

Floating holidays will be allocated and granted considering the efficient operation of the mine and mill, and the wishes of the employee subject to the following:

- (a) Unless the Company otherwise agrees, there shall be no more than one employee per crew taking their floating holiday at the same time.
- (b) In the event that more employees than are permitted request floating holidays for the same time, floating holidays shall be allocated on the following basis:
  - (i) requests made between January 1 and March 31 of any year for floating holidays in that year shall be allocated on the basis of seniority, with the most senior employee receiving the floating holiday prior to the junior employee;
  - (ii) requests made between April 1 and December 31 of any year for floating holidays in that year shall be allocated on a first come first serve basis, namely, the floating holiday will be given to the employee who first requested the floating holiday on that date.
- (c) When an employee takes a floating holiday immediately prior to or immediately after a statutory holiday, such employee shall receive statutory holiday pay in accordance with Article 16.03 of the Collective Agreement provided that the employee works his last scheduled shift prior to and his next scheduled shift after the statutory holiday and the floating holiday.
- (d) If the floating holiday is not scheduled to be taken in the calendar year, the employee will be paid out for each unused floater at his basic hourly rate in lieu of the floater, which will be forfeited.

## **ARTICLE 17**

### **Annual Vacations**

**17.01** The vacation year shall be from June 1 to May 31. Employees shall receive the following vacation entitlement:

- a) Employees with less than one (1) year's service with the Company as of May 31st of any year shall be granted a pro-rated vacation based on months worked with vacation pay in accordance with the Employment Standards Act of Ontario.
- b) Employees with less than five (5) year's service as of May 31st of any year shall be granted seven (7) days vacation. Vacation pay shall be calculated at four percent (4%) of wages earned from the Company during the previous June 1st to May 31st vacation year.
- c) Employees with five (5) year's service and less than eight (8) year's service as

of May 31st of any year shall be granted seven (7) days vacation. Vacation pay shall be calculated at five percent (5%) of wages earned from the Company during the previous June 1st to May 31st vacation year.

d) Employees with eight (8) year's service and less than ten (10) year's service as of May 31st of any year shall be granted ten (10) days vacation. Vacation pay shall be calculated at six (6%) of wages earned from the Company during the previous June 1st to May 31st vacation year.

e) Employees with ten (10) year's service and less than eighteen (18) year's service as of May 31st of any year shall be granted fourteen (14) days vacation. Vacation pay shall be calculated at eight (8%) of wages earned from the Company during the previous June 1st to May 31st vacation year.

f) Employees with eighteen (18) year's service and less than twenty-five (25) year's service as of May 31st of any year shall be granted seventeen (17) days vacation. Vacation pay shall be calculated at ten (10%) of wages earned from the Company during the previous June 1st to May 31st vacation year.

g) Employees with twenty-five (25) or more year's service as of May 31st of any year shall be granted twenty-one (21) days vacation. Vacation pay shall be calculated at twelve (12%) of wages earned from the Company during the previous June 1st to May 31st vacation year.

Vacation pay shall be paid to employees on the second pay day in the month of June in each year. Employees who wish to receive their vacation pay at the time of their vacation, must provide the Company with a separate bank account into which their vacation pay will be deposited on the second pay day in June of each year.

- 17.02** Vacations cannot be taken in advance of the date when they are earned.
- 17.03** For each statutory holiday which falls within the period of an employee's annual vacation, the employee will be entitled to one (1) extra normal working day's pay in addition to his regularly scheduled vacation pay and he may request another day off without pay which must be taken immediately following the vacation.
- 17.04** Vacation will normally start immediately after one's regularly scheduled days off.
- 17.05** Vacations must be taken in blocks of seven (7) consecutive days off unless otherwise agreed to in writing between the Company and the employee.
- 17.06** Vacations will be granted considering the efficient operations of the mine and mill, seniority, and the wishes of the employee. After March thirty-first (31st) of each year, vacations will be granted on a first come first serve basis, instead of seniority.
- 17.07** No vacation entitlement may be carried over into the next vacation year.
- 17.08** Vacation time that has been earned, but not taken before the end of an employee's year of vacation entitlement, will be paid on the first payday following the employee's anniversary date.
- 17.09** Employees who leave the Company will be paid on a pro-rata basis for all earned vacation to the date of termination. Vacation time cannot be used as part of an employee's notification period.

## ARTICLE 18

### Tool Allowance

- 18.01** Tradesmen and Apprentices who are required to buy and maintain their own tools shall be paid a tool allowance for each shift worked on the following basis:
- (a) Heavy Duty Mechanics  
Motor Mechanics  
Millwrights  
Apprentices of the above trades - three (3) years or more \$2.30 per shift worked.
  - (b) Electricians and Electrical Apprentices  
Handyman  
Machinists  
Welders  
Lubeman  
Apprentices for trades in Group A - first and second year \$1.30 per shift worked.

## ARTICLE 19

### Hours of Work

- 19.01** The parties acknowledge and agree that the employees covered by this Agreement shall work a condensed work week system of either a twelve (12) hour shift schedule, or a ten and one-half hour (10.5) shift schedule on a continuous basis in the following manner:
- (a) Employees engaged at site in a Maintenance classification (and performing work either on surface, underground or in the Mill), or other surface classifications shall work a twelve (12) hour shift schedule based upon the present 7-7 rotation scheme.
  - (b) Employees engaged at site for the underground department shall work a ten and one-half hour (10.5) shift schedule based upon the 7-7 rotation scheme.
- This shift schedule (either 12 hours or 10.5 hours) requires the employee to be present at his work place for the duration of the shift schedule for the surface employees or collar to collar in the case of underground employees.
- 19.02** The parties agree to continue their joint support of the existing extended hours permit issued by the Ministry of Labour relating to the twelve (12) hour shift schedule, and the parties further agree to jointly apply and continue to support an application to the Ministry of Labour for an extended hours permit for the Underground Department relating to the ten and one-half (10.5) hour shift schedule.
- 19.03** Employees shall receive a one-half (1/2) hour paid lunch break at the conclusion of the first five hours worked. Employees on the twelve hour shift schedule shall have a one-half hour break in the latter portion of the shift, ten minutes of which shall be paid by the Company. Employees on the ten and one-half shift schedule shall be paid for ten and one-half hours, and those employees on the twelve hour shift schedule shall receive pay for 11.67 hours. All employees shall be supplied with box lunches.
- 19.04** It is understood that the provisions of this Article do not guarantee hours of work per day or days of work per week.

- 19.05** When an employee reports to the work site and no work is provided, the employee will receive six (6) hours pay for each day he is on the site and work is not provided.

## **ARTICLE 20**

### **Overtime**

- 20.01** An employee shall be paid one and one-half (1.5) times his base rate for all hours worked in excess of twelve hours per day, and all hours worked in excess of eighty-four (84) hours in the work week in the case of those employees on the twelve hour shift schedule and in excess of ten and one-half hours per day or seventy-three and one-half (73.5) hours in the work week in the case of those employees on the ten and one-half hour shift schedule.
- 20.02** 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 the overtime.
- Each department will maintain a procedure for assigning overtime and the record of same shall be available for review by employees. In the event that an employee feels that he has not received his share of overtime and this is substantiated, that employee will be given opportunities to equalize his share of the overtime.
- 20.03** Time spent in negotiations with the Company during the employee's scheduled work week for the purpose of renewing this Agreement up to a maximum of twelve (12) or ten and one-half (10.5) hours per day, shall be considered as time worked only for the computation of weekly overtime.
- 20.04** Overtime shall be voluntary, unless not enough employees are available to do the work required, in which case the Company has the right to require an employee or employees to work overtime when necessary.
- 20.05** An employee on continuous operations will not leave his place of work at the end of the shift until his replacement has reported for work, unless he has been given permission from his Supervisor to leave the job.

## **ARTICLE 21**

### **Emergency Call-Out**

- 21.01** If any employee is called out to work on an emergency call-out, he shall receive a minimum pay of four (4) hours at time and a half (1.5x) the applicable base rate.
- 21.02** When the call-out work commences four (4) hours or less prior to the starting time of the employee's regular shift, the employee will be paid overtime rates for the actual hours spent working prior to the commencement of his regular shift and overtime rate for the portion of his regular shift so as to provide a maximum of four (4) hours overtime pay in total. The balance worked on his regular shift will be paid at his regular straight time rate.



## **ARTICLE 22**

### **Classifications and Wages**

- 22.01** The Company will establish and maintain during the life of this Agreement the classification system contained in Appendix A.
- 22.02** The Company agrees to negotiate with the union the rate of pay for any new job prior to the rate being established. The new rate must be one of the existing rates in Appendix A of the agreement. However, if the parties fail to agree on a new rate, the rate set by the Company shall be used. The union shall have the right to grieve the rate of pay.
- 22.03** Where an employee works in a higher hourly wage classification, he shall be paid at the higher rate for all hours worked in that higher classification. Employees who are required to work temporarily in a lower classification shall maintain their regular rate.
- 22.04** Employees injured at work and unable to continue shall be paid for the balance of the shift at the applicable rate.
- 22.05** Employees shall be paid an hourly rate on the basis of hours worked.

## **ARTICLE 23**

### **Shift and Rotation**

- 23.01** Except for the first shift worked for each work rotation, an employee shall be given twenty-four (24) hours notice of a change in shift. In the event that such twenty-four (24) hours notice is not given, the employee shall receive one and one-half (12) times his base rate for all hours worked on the first shift of the change.
- 23.02** Should the Company require the employee to change rotation which would result in the employee working his day(s) of rest, the employee shall be paid one and one-half (12) times his base rate for all hours worked for the first cycle of days of rest.
- 23.03** The above clause is not applicable to employees requesting a change of rotation.

## **ARTICLE 24**

### **Room and Board and Travel**

- 24.01** The Employer will provide, at no charge to the employee, Room and Board at the Company campsite located at the Detour Lake Mine.

### **Travel**

- 24.02** The Employer will provide, at no charge to the employee, transportation from Timmins and Cochrane to the Detour Lake Mine site and return for each regular rotation, as well as appropriate transportation from the site in cases of medical emergency at the site.

## **ARTICLE 25**

## **Employee Benefits Health Care Plan**

**25.01** The Company agrees to pay one hundred (100%) of the cost of the premiums for health care benefits listed below at no charge to the employees. A booklet will be provided to all employees which describes the principle features of the insurance coverage. The insurance policies issued by the Insurance Company are the governing documents in any question of interpretation:

- OHIP
- Life Insurance - \$40,000
- Accidental Death and Disability - \$40,000
- Weekly Indemnity - First day of injury, first day of hospitalization, and third day sickness plan to pay four hundred and fifty dollars (\$450.00) per week to a maximum of fifty-two (52) weeks, effective on signing of this agreement.
- Long-Term Disability - Fifteen hundred dollars (\$1,500.00) per month to begin after 52 weeks on total disability to age 65, effective on signing of this agreement.
- Dental Plan - Payment of one hundred percent (100%) of the costs of basic service claims and fifty (50%) of the cost of orthodontic service based on a lifetime maximum of one thousand five hundred dollars (1,500.00) for dependent children only.

Payment for the above services will be based on the current Ontario Dental Association fee schedule.

- Major Medical - supplementary health care - reimbursement of 100% of covered benefits, including semi-private hospitalization, prescription drugs.

Effective June 1, 1993 the Company agrees to provide a system whereby employees pay the first thirty-five cents (\$0.35) on the cost of each prescription for covered drugs.

- Visioncare - Two hundred and fifty dollars (\$250.00) every 24 months per member of the family.

The Company will also pay one hundred percent (100%) of the costs of prescription safety glasses or forty-five dollars (\$45), whichever is the lesser, once in each twelve (12) month period for each employee.

At the sole discretion of the Company, an additional twenty-five dollars (\$25) may be provided to those employees who, due to their working conditions, may require more frequent replacement of lenses. This additional twenty-five dollars (\$25) would be limited to two (2) times each calendar year.

Except for OHIP, all of the above benefits will be provided through an insurance company to be selected by the Company.

**25.02** In effect as of August 16, 1995 is a non-contributory pension plan which will pay twenty-seven dollars (\$27.00) per month per year of credited service with the company, payable upon retirement at age 65.

## ARTICLE 26

### General Provisions

- 26.01** Singular and masculine terms in this Agreement have been used for the sole purpose of simplifying the writing of the text. For purposes of interpretation and meaning, the plural and feminine form should be used where the context requires.
- 26.02** The Company and the Union desire every employee to be familiar with the provisions of this Agreement and his rights and duties under it. The Company shall print and provide a copy of this Agreement to each employee.

## ARTICLE 27

### Duration of Agreement

- 27.01** This Agreement shall become effective on the 16th day of August, 1995, and shall continue to remain in effect until the 15th day of August, 1998, and shall continue in force from year to year thereafter unless either party shall furnish the other with notice of termination, or proposed revision of this Agreement within one hundred and twenty (120) days before the termination date.

## ARTICLE 28

### Notice

- 28.01** Any notice in writing which either party desires to give the other shall be given by registered mail, postage prepaid, addressed as follows:

To the Company:  
Mine Manager  
Placer Dome Canada Limited  
Detour Lake Mine  
P.O. Bag 2016  
TIMMINS, Ontario P4N 8M5

To the Union:  
United Steelworkers of America  
57 Mountjoy Street South  
TIMMINS, Ontario P4N 1S6

- 28.02** Receipt of any such notice shall be established as the date of receipt on the registration slip or facsimile.

Executed in the city of Timmins, Ontario this 17th day of August, 1995

Company:

Gil Clausen

Gordon Brougham

Rory Mutch

Allan Zuk

Union:

Joe Bardoel

Andrew Wharton

Joe Cote

Gerry Loranger

**APPENDIX A  
Placer Dome Canada Limited  
Detour Lake Mine**

<b>Job Class Positions</b>	<b>August 16 1995</b>	<b>August 16 1996</b>	<b>August 16 1997</b>
<b>1 Licensed Tradesman</b>	<b>22.08</b>	<b>22.52</b>	<b>23.20</b>
<b>2 Unlicensed Tradesman Miner I Construction I</b>	<b>21.48</b>	<b>21.91</b>	<b>22.57</b>
<b>3 Miner II Construction II Shaft Services I Senior Mill Operator Hoistman (Headframe Attendant)</b>	<b>21.11</b>	<b>21.53</b>	<b>22.18</b>
<b>4 Miner III Construction III Mill Operator I Tradesman I Equipment Operator Handyman</b>	<b>19.63</b>	<b>20.02</b>	<b>20.62</b>
<b>5 Tradesman II Mill operator II Warehouseman Shaft Services II</b>	<b>18.80</b>	<b>19.18</b>	<b>19.76</b>
<b>6 Miner IV Construction IV Tradesman III Mill Operator III</b>	<b>17.89</b>	<b>18.25</b>	<b>18.80</b>
<b>7 Tradesman IV Helper Shaft Services III</b>	<b>17.08</b>	<b>17.42</b>	<b>17.94</b>
<b>8 Labourer</b>	<b>16.27</b>	<b>16.60</b>	<b>17.10</b>

**JOB OUTLINE  
HEALTH AND SAFETY REPRESENTATIVE  
DETOUR LAKE MINE**

**DATE:**

August 16, 1995 (amended)

**REPORTS TO:**

Safety and Environmental Superintendent

**LOCATION & WORK SCHEDULE:**

Detour Lake Minesite - 4/3 - 3/4 rotation schedule or as may be determined by the mutual agreement of the Union and the Company. A request for an unpaid leave of absence by the Health and Safety Representative to extend his vacation will not be unreasonably withheld.

**AREAS OF RESPONSIBILITY:**

The hourly Health and Safety Representative is responsible for inspecting, recommending and monitoring workplace and specific health and safety programs at Detour Lake.

**ACCOUNTABILITIES:**

- providing a general safety orientation to all new employees
- administering the Safety Recognition Program
- conducting safety inspection in the workplace with the Supervisor responsible for the area being inspected
- writing up recommendations based upon his observations made during the safety inspections (c.c. to H&S Committee and Union)
- following up on recommendations
- assisting the Safety and Environmental Superintendent, the Safety and Training Coordinator and the nurse with some of their duties including: administering a safety program, health and first aid training, safety statistics and reports, safety training and communication, participating in the Employee Assistance Program.
- monitoring Fire and Emergency Preparedness Program
- investigates and assists in preparation of fatal, lost time, and medical aid accident reports (subject to availability of health and safety representative).

**AUTHORITY:**

- On observing an unsafe or potentially unsafe condition in which there is no immediate danger to a worker, the Health and Safety Representative may submit a written or verbal report to the Department Head with his recommendations.
- If the H&S Representative observes an unsafe or potentially unsafe condition which poses an immediate serious hazard to an employee, he should eliminate or guard against the hazard and immediately contact the Supervisor in charge of the workplace, for further consultation.

**RECOMMENDED QUALIFICATIONS:**

- First Aid and C.P.R.
- Mine Rescue Training
- Grade 12 graduate

**EXPERIENCE:**

- involvement with the health and safety committee
- experience in an underground production environment
- knowledge of the Occupational Health and Safety Act

**GENERAL DATA:**

- good interpersonal skills
- good communication skills both verbal and written
- self starter
- able to do basic statistical calculations
- the Company will provide training relevant to the job requirements

**SELECTION:**

- Selection and/or removal, and, if necessary, placement in his previous or another job, will be by mutual agreement of the Union and the Company.

**WAGES:**

- The hourly Health and Safety Representative shall be paid at a rate of pay equal to one dollar and twenty-five cents (\$1.25) per hour over the Licensed Tradesman rate in Appendix A of the Collective Agreement.

## LETTER OF UNDERSTANDING

I Re: Warehouse

The warehouse exclusion is removed from the definition of the bargaining unit, and the warehouse classification are included in Appendix "A", however, for the life of this Agreement, Norman St. Amour, is excluded from being or becoming a Union member unless he so indicates otherwise.

II Re: Oven Warmer and/or Microwave in Underground Lunchrooms

The Company undertakes to provide oven warmers and/or microwaves in the underground lunchrooms for the use of the employees working underground.