



COLLECTIVE AGREEMENT 2017-2020

United Steelworkers
Local 7580

www.usw.ca

&

Goldcorp Canada Ltd.
Porcupine Gold Mines

www.porcupinegoldmines.ca

Together Creating Sustainable Value

00113 (13)

AGREEMENT

Between

GOLDCORP CANADA LTD,

South Porcupine, Ontario

and

United Steel, Paper and Forestry, Rubber,
Manufacturing, Energy, Allied Industrial
and Service Workers International Union

UNITED STEELWORKERS

Dated: October 24, 2017

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THIS AGREEMENT made as of the 24th day of October, 2017.

BETWEEN:

GOLDCORP CANADA LTD., Porcupine Gold Mines,

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 the strategic pillars of Grow People, Grow Safety, Grow Partnerships, Grow Safe Production, Grow Reserves and Grow Margins, 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, hours of work or major policies that impact the Union membership.

The parties recognize that a fair and honest process for performance reviews as outlined in the Employee Performance Appraisal Policy 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 Peninsula, 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.

Major production interruption is defined as if something unforeseen occurs, to ensure that continuous process is not interrupted or to carry out urgent repair work to plant or equipment.

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.

1.05 In Article 9.07 a temporary employee is defined as an individual that is hired directly by the Company to perform a temporary job. A contract employee is defined as an individual that is employed by a third party performing temporary work under the Supervision of the Company.

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, 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 USW Humanity Fund.

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

The Company shall provide required legislative training to all Spare Supervisors.

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

Each Spare Supervisor or Spare Dispatcher may only act in this capacity to a maximum of 1040 hours per calendar year with no option of extension. Any employee who surpasses 1040 hours in a calendar year while in the role of Spare Supervisor or Spare Dispatcher will lose all seniority. In the event that a Spare Supervisor or Spare Dispatcher is required to be in that position beyond 30 consecutive calendar days the position they currently hold will be posted for a temporary replacement.

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.

2.02 (d) Any bargaining unit employee acting as a Spare Supervisor will not give out discipline or conduct a performance review to another bargaining unit employee.

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 that 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.

The Company will ensure that it has a program in place to ensure that all contractors who work for Porcupine

Gold Mines comply with the Company's requirements. The Company will also validate to ensure that the contractors have the required training and skills to perform the job.

A Joint Committee consisting of four (4) Union representatives and four (4) Management representatives representing the U/G Mine, Open Pit, Mill and Maintenance Departments will meet monthly before the Union/Management Committee meeting to discuss planned and future contracting out of work. Each party shall select a co-chair from members of the Committee. If a Committee member is unable to attend a meeting a designate from that Department will attend the meeting.

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 Contracting 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 a minimum of ten thousand dollars 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 The Union and the Company agree that they both endorse a work environment based on mutual respect. Both parties agree that there shall be no discrimination, violence or harassment within the meaning of the Ontario Human Rights Code or Workplace Violence Prevention Program and Respect in the Workplace Program as set out by the Ontario Ministry of Labour against any employee by the Union or the Company that denies individual respect and dignity by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sexual orientation, gender identity, gender expression, age,

record of offences, marital status, family status, disability, political affiliation or activity. The Union and Company further agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members, because of an employee's membership or non-membership in a Union or because of his / her activity or lack of activity in the Union.

Workplace harassment is defined as engaging in a course of vexatious or inappropriate comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome or would cause that worker to be humiliated or intimidated. This includes unwanted attention, remarks or behaviour of a persistent or abusive nature made by a person who knows or ought reasonably to know is unwarranted, comments, slurs, racist or sexist jokes, pictures or posters, bullying, graffiti, unnecessary physical contact, remarks about a person's appearance or personal life.

Complaints under the Workplace Violence Prevention Program and Respect in the Workplace Program will be jointly investigated by the Union Worker Health and Safety Representative and the Human Resources Representative.

4.02 The parties endorse a workplace environment which is free from any form of sexual harassment. For the purposes of this clause, sexual harassment means:

- (a) Unwanted sexually oriented attention, remarks or behavior of a persistent or abusive nature, made by a person who knows or ought to reasonably know that such attention is unwanted;

- (b) Implied or expressed promise of reward for complying with a sexually oriented request;
- (c) Implied or expressed threat or reprisal, in the form of either or actual reprisal or the denial of opportunity, for refusal to comply with a sexually oriented request.

4.03 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.

4.04 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 ten (10) calendar days of the discovery of the circumstances and is encouraged to seek settlement before the dispute is entered into the grievance procedure. The Department Head or his /

her designate shall conduct the problem solving session and respond to the employee in writing within ten (10) calendar days of being notified of a request for problem solving with an employee.

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 judgment 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 bywhen
 - * 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 Human Resources Manager within ten (10) calendar days from the date the employee received the written response from the Department Head or his / her designate. The grievance will include Articles of the Agreement claimed to have been violated and the relief sought. 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 ten (10) 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 Human Resources Manager or the Union President.
- (4) An employee who receives discipline under the Workplace Violence Prevention Program or the Respect in the Workplace Program and elects to grieve the employee or his/her steward shall present the grievance in writing to the Human Resources Manager as per Article 5.02 (2).

- (5) 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.
- (6) 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.
- (7) 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.
- (6) When an employee receives "counseling" the employee may request a Union Steward to be in attendance. When an employee is being disciplined commencing at step 1, suspended, or discharged, a steward, chosen by the employee from the stewards available on shift, will be in attendance unless the employee refuses, in writing, to have a steward in attendance. Discipline will not be written prior to the

meeting held with the employee and steward.

An employee's record of discipline will not be used for further discipline one year from the date the discipline was given with the exception of the seven (7) existing Life Saving Rules

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:
 Louise Davie
 John Stout
 Mathew Wilson
- 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 fifty (50) shifts 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.

If two or more employees are hired on the same date, the employee with the lowest employee number shall have the greater 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 thirty-six (36) months, 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.
- (e) is absent from work for ten (10) continuous shifts without contacting his/her Supervisor or the Occupational Health Nurse. The Company will notify the Union after the employee is absent from work after three (3) continuous shifts

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.

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.

An employee laid off can also apply his/her seniority to displace upward another employee with less seniority provided that he/she previously held that job, is qualified to meet the job description outlined in this collective agreement and is able to immediately perform the job with orientation and/or demonstration.

- (c) Employees must exercise their seniority within ten (10) 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.

Whenever there is a recall list due to a layoff the position of Pit Truck Driver will be posted on a rotational basis with the first position being posted as a Pit Truck Driver Training posting based on seniority only and the next two positions posted as a Pit Truck Driver as per Article 9.05.

- (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 two

thousand eighty (2,080) hours. This severance will be paid at expiration of recall rights or when the employee gives up his / her right to recall.

Non Premium based benefits will be extended beyond the statutory requirements to a maximum of three (3) months.

9.04

For a period of thirty-six (36) months from the day of lay-off for lack of work of any employee he / she shall have the right to be recalled 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.

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.

- (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 be entitled to Company medical benefits on the first day of the month following the date they commenced work.
- (g) Employees who are recalled will receive the rate of pay for the job that they were recalled to.
- (h) 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 36 months. This does not include any period of time where a laid off employee accepts a temporary position.
- (i) Qualified employees who are on recall will be offered full regular shifts prior to other employees being offered overtime.

The Company will not be obligated to offer any shifts to an employee on recall if they refuse to accept full shifts on three occurrences. Any employee on recall may opt not to participate in this program provided that they inform the Company.

- (j) 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 in the locked bulletin board provided for that purpose. Only those applications submitted during the period of posting will be considered.

(i) 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.

(ii) Employees who wish to be considered for the job vacancy must file an application listing their qualifications 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, within ten (10) calendar days of the closing of a posting, 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.

The Company shall make every reasonable effort to move the successful candidate within 30 calendar days from the awarding of the posting. In the event that 30 days is not achievable, the Company will keep the employee informed in writing and updated on the status of the impending move

- (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 within the same department or eighteen (18) months outside of the employee's department. The

time period will commence on the date the posting is awarded. The time limits for applications for training postings are defined in the Lines of Progression. Time lines do not apply to temporary postings.

If an employee is awarded a posting and declines to accept the posting the Company will not be obliged to consider the employee for any future postings for the same position for a period of six (6) months.

- (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 or protected leave under the Employment Standards Act 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. No temporary job will exceed 1,040 hours. If the temporary job is filled by a bargaining unit employee replacing an employee who is in a temporary staff position the maximum amount of hours will be 2,190. If the initial posting is not filled, the position will be posted again indicating the temporary position will be for 1,095 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 job, 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.

- (xi) 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.

An employee who successfully posts to a training position that is permanent will automatically be awarded the position once the training is completed and deemed qualified. They will be required to stay in that position as per Article 9.05 (viii).

An employee, who successfully posts to a training position that is temporary for the purpose of being utilized as a spare or for future permanent postings, shall return to his/her regular position at the regular rate of pay for that position.

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 any position may return to their previous position provided that this occurs within one hundred twenty (120) hours of starting the 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.

The Company will pay Union dues on behalf of the employee as outlined in Article 16 of the Collective Agreement.

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. Any other leave of absence other than listed in Article 9.09 must be approved by the Department Head in writing.

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, telephone his / her Supervisor a minimum of 60 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.

An employee who is ready to return to work after an absence due to illness or injury in duration of twenty four (24) hours or more must follow up with the Occupational Health Nurse when returning to work as per the Return to Work Policy.

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.
 - (e) On an ongoing basis, the Company will pay the wages for up to 5 Union Bargaining Committee representatives for time spent at negotiations.

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 Advanced Education and Skills Development and Ontario College of Trades and Apprenticeship Act, 2009. 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 Ontario Ministry of Advanced Education and Skills Development. In the event that a personal crisis arises the apprentice may request in writing to the Human Resources Manager for a postponement of the training session. In the event that a training session is not attended or successfully completed the apprentice's rate of pay shall be frozen until training is successfully completed. In the event that a second training session is missed or not successfully completed the apprenticeship contract will be cancelled and the apprentice will be

laid off and allowed to exercise his / her seniority rights in accordance with Article 9.03 (b).

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

It is the employee's responsibility to make every effort to pass the trade's exam. Upon completion of the Apprenticeship Program the Apprentice and the Asset Management General Foreperson will formulate a plan to completing the trade's exam or re-writing the trade's exam if not successful. If the employee requires assistance in preparation for the exam, the Company will provide for a tutor.

- (b)** The Company agrees to maintain all Employee Benefits and wages while the apprentice is attending trade school.
- (c)** In the event that a third rewriting of the trade exam is not successfully completed the company has the right to lay off the apprentice or allow him/her to rewrite the trade exam after an evaluation of his/her performance. The laid off apprentice will be allowed to exercise his / her seniority rights in accordance with Article 9.03 (b). Uncertified Journeyperson prior to October 31, 2011 are grandfathered and are not affected by this article.
- (d)** Apprentices below the level of Apprentice 1 will not work on night shift unless they are accompanied by a Certified Journeyperson.

**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	Weeks of Vacation	Equivalent Hours	Vacation Pay Service
1+	2	80	4%
4+	3	120	6%
10+	4	160	8%
15+	4	160	9%
18+	5	200	10%
25+	5	200	11%
28+	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 April 16th to April 15th of the following year, submitted prior to April 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 April 15th. All vacation requests submitted after April 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

or the spare dispatcher taking the place of the dispatcher during his/her absence will not be considered in the equation. This will not be in effect if both the supervisor and dispatcher are absent on the same day. This will not impact vacation allotment booked prior to March 1st of each year as per this clause.

- 10.04** Where any continuous shift schedule as defined in Article 11.01 is in effect an employee shall be entitled to "equivalent hours" 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) 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. Contract employees are not eligible for the optional make-up shift.

11.01(e) The standard work week in the case of employees on the 4x3 schedule will be composed of forty (40) hours per week as set out in the shift schedules in Article 11.01 (h).

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 schedule as per the established schedules 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 schedule. The Company will notify the Union in writing.

If job positions require a change of crews, initial placement of these positions will be filled on a voluntary basis by employees currently in those job classifications with the required specialties by crew. In the event there are less volunteers than required, the most junior employees by crew in those job

classifications with the required specialties will be required to move to that crew.

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.

All employees (with the exception of the Hoist Operators – see Letter of Understanding) will work a 5x5x4 continuous shift schedule unless listed otherwise as follows:

Pit	All employees		12 hrs
	Reclamation Crews	(4x3)	10.5 hrs
	Reclamation Crews	(5x2)	8 hrs
Mill	Operators		12 hrs
	Labourers	(5x2)	8 hrs
Mine	Miners		10.5 hrs
	Miners	(5x2)	8 hrs
	Miners	(4x3)	10 hrs
	Cagetenders		12 hrs
	Cagetenders	(5x2)	8 hrs
Asset Management (Mill)	Millwrights		12 hrs
	Millwrights	(5x2)	8 hrs
	Millwrights	(4x3)	8 & 12 hrs
	Welders	(5x2)	8 hrs
	Welders	(4x3)	8 & 12 hrs
	Serviceperson	(5x2)	8 hrs
	Serviceperson	(4x3)	8 & 12 hrs

(Pit)	Mechanics		12 hrs
	Mechanics	(5x2)	8 hrs
	Welders		12 hrs
	Tire Technician		12 hrs
	Tire Technician	(4x3)	10 hrs
	Serviceperson		12 hrs
	Serviceperson	(5x2)	8 hrs
	Labourers		12 hrs
(Surface)	Welders		12 hrs
	Welders	(5x2)	8 hrs
	Machinists	(5x2)	8 hrs
	Equipment Operators	(5x2)	8 hrs
	Equipment Operators		12 hrs
	Electricians	(5x2)	12 hrs
	Electricians		8 hrs
	Instrumentation Tech	(5x2)	12 hrs
	Instrumentation Tech	(5x2)	8 hrs
	Automotive Tech	(5x2)	8 hrs
	Plumber		8 hrs
(Mine)	Mechanics		12 hrs
	Mechanics	(5x2)	8 hrs
	Mechanics	(4x3)	10 hrs
	Electricians		10.5 hrs
	Electricians	(5x2)	8 hrs
	Shaft Crew		12 hrs
	Shaft Crew	(5x2)	8 hrs
	Hoist Operators		12 hrs
	Hoist Operators	(5x2)	8 hrs
	Millwright		12 hrs
	Millwright	(5x2)	8 hrs
	Welders		12 hrs
	Welders	(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 schedule 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 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 (c)** 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 (d)** 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 (e)** 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. Temporary employees, contract employees and students will only be offered overtime once all bargaining unit employees have been offered all overtime opportunities.

Employees who wish to be considered to work during Mill and Crusher Shutdowns must coordinate this with their Supervisor. The Supervisor will receive notification from the Mill Department when these opportunities arise and will post a sheet with the dates and deadline to sign up within their respective areas. Overtime will be distributed in accordance with Article 11.02 (f)

- 11.02 (f)** Each Department will maintain a procedure for offering overtime or callouts and the record of same shall be available for review by employees or a Union Representative. Each Department will present a report on their respective overtime records at the monthly Union / Management meetings. 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.

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.

11.02 (g) 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), ten (10) and ten and one half (10.5) hours from collar to collar for each shift, but variations from such schedules not exceeding fifteen (15) minutes which do not occur consistently shall be disregarded. Any delay greater than fifteen (15) minutes in hoisting employees from underground which is due to necessary repair work or safety considerations or

causes beyond the Company's control shall be paid for on the basis of straight time only, but such time shall not be considered to be time worked.

The daily lunch period for an employee whose work requires him / her to eat his / her lunch underground shall be one-half (1/2) hour on Company time.

All underground employees shall eat their lunch at a time and place designated by their Supervisor, 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.

11.05 (c) 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 Hoist Operator 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.

11.06 It is agreed by both parties that lunch periods will be respected to the extent possible with the exception of emergencies or matters that need to be addressed on a priority basis.

11.07 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) one-half shift of work, or
- (b) one-half shift 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.

- 11.08** 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.
- 11.09** 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 half of shift pay at his / her basic rate.
- 11.10** In the event of a scheduled shift interruption or cancellation the Department will provide a minimum of 24 hours notice to the impacted employees. If 24 hours notice is not provided the Department will provide alternate work on that shift to the impacted employees. If alternate work is not provided or is not available the Company will pay the employees impacted for the hours missed.
- 11.11** The 10, 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.

Shift Schedule	Hours Worked	Lunch Period	Scheduled Work Days		*Underground Incentive or bonus employees are not eligible for shift premiums	
			Hours Worked on Stat	Hours Worked Over Standard Work Week	Premiums	Overtime Paid
3x7	8	00 - 30 min Paid Surf - 30 min Unpaid	7.5	1.5	\$0.85 per hour for all scheduled afternoon and graveyard shifts. \$1.75 per hour for Sunday	Overtime paid for work over 40 hours in the standard work week.
4x3	10/12 10	8hr - 30 min Unpaid 12hr - 30min Paid 10hr - 30 min Unpaid	7.5	1.5		
4x3	10.5 10	30 min Paid	7.5	1.5		
7.5x5x4	19.5	30 min Paid	7.5	1.5	\$0.85 per hour for last 2.5 hours of Day Shift and \$0.85 per hour for night shift. \$1.75 per hour for Sunday	Overtime paid for work over 36.75 hours in the standard work week.
7.5x5x4	12	2 - 30 min Paid	7.5	1.5	\$0.85 per hour for last 4 hours of Day Shift and \$0.85 per hour for Night Shift. \$1.75 per hour for Sunday	4 hours Overtime Paid in work week where scheduled and works minimum 48 hours.
7.5x5x4	12	2 - 30min Paid	7.5	1.5		4 hours Overtime Paid in work week where scheduled and works 48 hours. Overtime paid for all scheduled hours in excess of 80 hours worked over 2 week period.

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	Christmas Day
Canada Day	New Year's Day
Labour Day	Thanksgiving Day
Good Friday	Boxing Day
Civic Holiday	Remembrance Day
Family Day	3 Personal Days

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. The existing 3 personal days can be booked in the same fashion as vacation scheduling in Article 10.03.

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

All general holidays for employees who work a standard 40 hours will be observed on the day they occur for dayshift and the night before with the following exceptions:

Monday to Friday 5x2 Schedule

	2017	2018	2019
Remembrance Day	Nov 10	Nov 12	
Canada Day		Jul 2	

Monday to Thursday 4x3 Schedule

Remembrance Day 2017 will be observed on Nov 9

	2018	2019	2020
Good Friday	Mar 29	Apr 18	Apr 9
Canada Day	Jul 2		
Remembrance Day	Nov 12		

Tuesday to Friday 4x3 Schedule

Remembrance Day 2017 will be observed on Nov 10

Christmas Day 2017 will be observed on Dec 22

	2018	2019	2020
Remembrance Day	Nov 13	Nov 12	
New Year's Day	Jan 2		
Family Day	Feb 20	Feb 19	Feb 18
Victoria Day	May 22	May 21	May 19
Canada Day	Jul 3	Jul 2	
Civic Day	Aug 7	Aug 6	Aug 4
Labour Day	Sept 4	Sept 3	Sept 8
Thanksgiving	Oct 9	Oct 15	Oct 13

- 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 Supervisor 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:

- (d) 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

- (e) 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
- (f) 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 and Christmas Day which shall be paid at their regular base rate.
- (g) 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 \$0.85 (85) cents per hour for regularly scheduled shifts commencing at or after 2:00 pm.

- 13.05** A Sunday premium of one dollar and seventy five cents (\$1.75) 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, 10.5 or 12 hour schedule would necessitate extra payment in "Sunday premium" or "shift premium", then for a shift commencing in the a.m., an employee shall receive the regular hourly rate of pay for the first 8 hours, plus the applicable per hour shift premium for the remainder of the shift, and for a shift commencing in the p.m., the employees shall receive the regular hourly rate plus the applicable shift premium for the first 4 hours, and the applicable shift premium for the remainder of the shift. Sunday shift premium shall continue as defined in Article 13.05.
- 13.07** A premium of two dollars (\$2.00) per hour shall be paid for each hour worked for qualified employees who are performing a training function. These employees must meet the guidelines set out by the Ontario Ministry of Advanced Education and Skills Development and have a minimum of one year experience in the job classification.

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 electronic mailing or registered mail, postage prepaid, addressed as follows:

To the Company: **GOLDCORP CANADA LTD.**
 Porcupine Gold Mines
 4315 Gold Mine Road
 South Porcupine,
 Ontario P0N 1H0
 Tel: (705) 235-3221

To the Union: **UNITED STEELWORKERS**
 Local 7580
 45 Spruce Street South
 Timmins, Ontario P4N 2M8
 Tel: (705) 266-3593

15.02 Any notice so sent shall be deemed given as of the next business day after date of mailing, electronic 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 earnings, 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 remittance shall be sent to the International Secretary Treasurer of the United Steelworkers, AFLCIO-CLC, P.O. Box 9083, Commerce Court Postal Station, Toronto, Ontario, M5L 1K1 in such a form as shall be directed by the Union to the Company along with a completed Dues Remittance Form R115. A copy of the Dues Remittance Form R115 will also be sent to the Union office designated by the Area Coordinator. The remittance and the R115 shall be accompanied by a statement containing a list of names of all employees from whom dues were deducted and the amount of dues deducted.

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 and President, 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 event of death of the employee's spouse, child, mother or father the Company will pay to the employee forty (40) hours' pay at his/her basic hourly rate.

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

In the event of a winter death, the employee will be permitted one additional day to attend a spring internment.

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** The employee is to make alternate arrangements with his/her supervisor if jury duty/selection occurs on the day that the employee is scheduled to work night shift.
- 18.03** Where the 10, 10.5 or 12-hour schedule is in effect and an employee's regular scheduled 10,10.5 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, 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 and supervisors must follow the Internal Responsibility System (IRS) and 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 Under-ground, 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.

The Committee will ensure that a current JHSC Terms of Reference will be maintained, reviewed and signed yearly.

The Committee will make recommendations to the Mine General Manager concerning new initiatives, and changes in policies, practices, procedures, organization or equipment. Each Union Committee member shall jointly inspect their department on a monthly basis and jointly investigate significant incidents, having full access to all pertinent information.

Significant incidents are defined as fatalities, critical injuries, injuries that require employees to seek medical attention, unusual occurrences that are reported to the Ministry of Labour, reportable environmental incidents, near miss incidents with a potential for serious injury, or when an employee involved in any incident requests a Union representative from the Joint Occupational Health

and Safety Committee.

The Union JH&SC member will be notified as soon as possible after a significant incident occurs within the same shift as follows:

First Contact: To the Union JH&SC member in the Department who is on shift where the incident occurred.

Second Contact: To a Union JH&SC member who is working on site.

Third Contact: If there is no Union JH&SC member on site, a member from the originating department where the incident occurred will be called.

Fourth Contact: If the first three contacts are unsuccessful the Union JH&SC member who is on call will be contacted. (Schedule and contact information to be supplied by the Union to the Joint Occupational Health and Safety Committee).

The Union JH&SC member who is on call will receive four (4) hours pay at their base hourly rate once the week is completed. In the event that the member does not respond to a call or refuses to attend the site when called, they will forfeit the four (4) hours pay.

Work schedules of each Union member will be updated by the Union members of the Joint Occupational Health and Safety Committee

members on an annual basis or as required due to schedule changes. The schedules will be forwarded to the Management members of the Committee.

19.03

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 direction of the Worker Health and Safety Representative. His / her duties will include but not limited to:

- workplace inspections and follow up in all departments
- participation in accident / incident / complaint investigation
- joint investigation of complaints under the Workplace Violence Prevention Program and Respect in the Workplace Program.
- intervention to stop work in potentially hazardous situations
- safety auditing
- education, training and promotion of health and safety
- Modified Work Program
- Return to Work Program
- WSIB Case Work
- any special assignments

During a major mill shutdown the Worker Rep may request a shift change to his/her Supervisor which will not be unreasonably denied.

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 under the Internal Responsibility System (IRS).

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. These objectives will be determined and reviewed by the Joint members at each monthly meeting. 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.

The Union shall have the right to select employees to be designated as a replacement for the Worker Health and Safety Representative from unionized members of the Joint Occupational Health and Safety Committee, excluding members who are also on the Union Executive Committee.

These designated members will be allowed to replace the Worker Representative whenever he / she is away for two days of planned absence or on the third day of unplanned absence to a maximum of 1040 hours per calendar year.

Whenever the designated replacement is required to work on a regular work day they will work their normal hours. Whenever the designated replacement is required to work on a scheduled day off they will work eight (8) hours. All wages are to be paid at straight time according to Schedule I of this agreement at the rate of the Worker Representative.

The Worker Health & Safety Representative shall not be the Union Co-Chair on the Joint Occupational Health and Safety Committee, a member of the Union Executive, Grievance Committee or Steward.

19.04 Vision and Hearing Testing

Each employee shall participate in mandatory vision and hearing 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. The Company agrees to supply the Joint Occupational Health & Safety Committee with a list of employees participating in the hearing and vision testing program.

ARTICLE 20 OUTLINE OF EMPLOYEE BENEFITS AND GENERAL INFORMATION

20.01 The Company agrees to maintain agreements providing employee benefits as described below effective the first date of hire. 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 will be eligible for health, dental and vision care benefits for a period of two (2) years. Dependent children of the deceased employee will be eligible for health, dental and vision care benefits to the age of 18.

The Union and The Company agree to add to "Your Group Insurance Plan Booklet": The retirees can contact the Insurance Carrier and get a quote for a general group plan benefit package within 60 days of retirement.

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 one hundred thousand dollars (\$100,000) to one hundred five thousand dollars (\$105,000).

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 for qualified employees for family or single coverage for both the Drug Plan and the extended health care plan. When drugs containing identical medicinal ingredients are available the Company will pay for the cost of the generic medication only. If the attending physician stipulates "no substitution" in writing, then the brand name drug will be paid for up to the usual amount. This will take effect on January 1, 2018.

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 \$375.00 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 \$325.00; 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 Weekly Indemnity

(c) The Company will pay the premium to provide a weekly benefit of seven hundred dollars (\$700.00) 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.

(d) 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 \$40.00 for the cost of the completion of the insurance application forms or medical forms requested by the company.

20.07 Long Term Disability

The Company will pay the premium for Long Term Disability Insurance Plan effective the first date of hire.

Effective October 31, 2014, the Plan shall provide to eligible employees an amount of \$2,400.00 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 two hundred fifty dollars (\$3,250.00) 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 effective the first date of hire and while he/she remains in the active employ and on the active payroll of the Company.

Effective October 31, 2017, 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) The Company and Union agree to increase the Pension Plan to \$63 per month per year of pensionable service effective November 1, 2017, \$64 per

month per year of pensionable service effective November 1, 2018 and \$66 per month per year of pensionable service effective November 1, 2019.

- (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.
- (d) Plan members shall be vested after two (2) years of plan membership.
- (e) The Company and the Union agree to change the age for an unreduced pension to age 62.
- (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.

20.10 An employee who is on maternity leave will be eligible for a weekly supplement of \$225 to a maximum of one year.

Safety Boot Allowance

20.11

The Company will reimburse employees up to a maximum of \$100 per year for the purchase of safety boots upon submission of a receipt for proof of purchase and the employee provides a visual proof of boots with their Supervisor.

SCHEDULE I - HOURLY RATES

Job Class	Job Classification	Oct. 31/17	Oct. 31/18	Oct. 31/19
8	Journeyman Worker Health & Safety Representative	\$38.67	\$39.44	\$40.23
7	Miner 1 Support Miner 1 Uncertified Journeyman Apprentice 1 Hoist Operator Shovel Operator Crushing/Conv. Maintainer Ground Control	\$37.25	\$38.00	\$38.76
6	Miner 2 Support Miner 2 Apprentice 2 Mill Operator 1 Pit Driller Tire Technician	\$34.89	\$35.59	\$36.30
5	Cagetender Mill Operator 2 Pit Equipment Operator Tractor Trailer Operator	\$34.00	\$34.68	\$35.37

4	Miner 3 Apprentice 3 Heavy Equip. Op. Heavy Duty Truck Driver Serviceperson	\$33.05	\$33.71	\$34.38
3	Apprentice 4 Mill Operator 3	\$31.21	\$31.83	\$32.47
2	Miner 4 Truck Driver	\$30.32	\$30.93	\$31.55
1	Labourer	\$29.41	\$30.00	\$30.60

MINE DEPARTMENT JOB CLASSIFICATIONS

For all jobs, *except Hoist Operator and Miner 4*, Common Core is a prerequisite.

Miner 1:

Must have the Miner 2 criteria along with:
Development / Production Specialty.

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

Support Miner 1:

Must have the Miner 2 criteria along with:

Underground Construction Specialty (Module U0085A, B, C)

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 U0068A, B)

Remote Scooptram Specialty (Module U0020)

Mucking Machine / Slusher

Timber Cutting, Framing and Installation

Support Miner 2:

Must have the Miner 2 criteria along with:

Pikrose Hoist

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 (Module U0067)

Chute Blasting

Secondary Blasting

Rock Breaker Operator (Module

U0029) Assist with Longhole

Loading

Assist with Shaft Inspections

Sanitation duties on a voluntary basis when required Mini Excavator

Will perform clean-up and other general mining related duties.

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

Miner 4:

Entry Level Position

Will receive Common Core training within one year Will perform clean-up and other general mining duties

Cagetender

Must have Operate Cage Specialty (Module U0083). Have

the qualifications to operate the overhead crane and the loader (both bucket and fork application). Will also assist with ore systems operations and shaft inspections.

Shall be trained loading and unloading Zimm Cars.

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

DUG Day Shift Labourer

Operates all necessary equipment for 100A ramp cleanup. Successfully completes Common Core Modules (U00000, U0001, U0002, U0012). This position will also be responsible for any other clean-up or labourer duties underground as required for the DUG operations.

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. Whenever there is a vacancy in the department, the position will be posted on a rotational basis between a labourer and a qualified individual as per Article 9.05. Employees within the Lines of Progression are expected to and will start training to work towards the next job classification with the goal of eventually becoming an Operator 1. Each employee shall be offered the minimum training hours as defined under the respective job classifications in order to allow them to advance towards the next position. Successfully completed operating skills modules will qualify operators for the corresponding Ontario Ministry of Skills certification. It is agreed and understood that both the employee and the company

benefit from a highly trained and flexible workforce and it is therefore not the intent of the company to hold employees back on training within the department. The company will provide timely training schedules based on the employees' seniority within their respective crews. Both parties agree that reasonable consideration must be given regarding training resources. Final sign off on training will be completed by a qualified mill trainer. Employees having been trained and successfully completed the specialty modules will be required to perform any job they are qualified and trained to do.

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, CIP, effluent treatment plant and skills modules. Operates utility, primary and secondary crushing, grinding, CIP, effluent treatment plant and in accordance with shift rotation language. Has a minimum of 6 months to a maximum of 12 months in the Operator 2 position.

OPERATOR 2:

Successfully completed utility, primary and secondary crushing, grinding, effluent treatment plant operation skills modules. Operates utility, primary and secondary.

crushing, grinding and effluent treatment plant in accordance with shift rotation language. Covers for Operator 1 during his / her absence if signed off. Has a minimum of 6 months to a maximum of 12 months in the Operator 3 position.

OPERATOR 3:

Successfully completed utility, primary and secondary crushing and effluent treatment plant operation skills modules. Operates utility, primary and secondary crushing and effluent treatment plant in accordance with shift rotation language. Covers for Operator 2 during his / her absence if signed off. Has a minimum of 6 months to a maximum of 12 months in the Mill Shift Labourer position.

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 U0000, U0001, U0002 and U0012, and either the utility, primary or 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. Completes Mill and Underground Common Core modules U0000, U0001, U0002 and U0012 within six (6) months of hire or transfer into the Mill Department.

Training on the effluent treatment plant will be offered as required. This module will not be used as prequalification for advancement in the Mill Lines of Progression.

**ASSET MANAGEMENT DEPARTMENT
LINES OF PROGRESSION**

JOB

CLASSIFICATION

APPRENTICESHIP PROGRAM

JOURNEYPERSON Successful completion of apprenticeship contract and successful completion of trade tests through the Ontario Ministry of Advanced Education and Skills Development and Ontario College of Trades and Apprenticeship Act.

APPRENTICE 1 Successful completion of the advanced in school training session, sign off of all required competencies and 100% of the required hours for his / her trade.

APPRENTICE 2 Successful completion of the intermediate in school training session and 70% of the required hours for his / her trade.

APPRENTICE 3 Successful completion of the basic in school training session and 35% of the required hours for his / her trade.

APPRENTICE 4 Upon being registered with the Ontario Ministry of Advanced Education and Skills Development and the Ontario College of Trades as an apprentice or is a graduate of a post secondary education program from a course for the respective trade (pre-apprentice, technician or technology program)

Labourer

Grade 12 or equivalent

An employee in the Apprenticeship Program shall not post to another position until they complete the program and have attained their Journeyperson certification.

The required hours will be taken from the Ontario College of Trades Standards, all hours relate to on the job training and do not include in school hours.

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 Journeyperson 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 trade's exam through the Ontario Ministry of Advanced Education and Skills Development and the Ontario College of Trades.

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
Metal Fabricator (Fitter)	Heavy Duty Equipment Technician
General Machinist	General Carpenter
Welder	Automotive Service Technician
Plumber	Truck & Coach Technician
Gas Fitter	
Instrumentation & Control Technician	
Electrician: Construction & Maintenance	
Hoisting Engineer Mobile Crane Operator, Br. 1	
Hoisting Engineer Mobile Crane Operator, Br. 2	

An individual who holds a valid Certificate of Qualification issued by another province or territory with a red seal that is recognized by the Ontario Ministry of Advanced Education and Skills Development and the Ontario College of Trades will automatically be considered to hold a Certificate of Qualification in Ontario.

The successful passing of the in school training exemption test is equivalent to the successful passing of the in school training session.

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 \$400.00 per year, payable every November. The Company will pay for the repair and replacement of damaged tools that are not under warranty.

A tradesperson who is certified in more than one recognized trade as listed on Page 86 of the CBA will receive a \$2.00/hour premium for each certified trade.

The Company will reimburse tradespersons upon submission of a receipt for membership fees paid to the College of Trades to a maximum of the 2017 rate.

**ASSET MANAGEMENT DEPARTMENT
JOB REQUIREMENTS FOR JOBS
OUTSIDE THE LINES OF PROGRESSION**

UNCERTIFIED JOURNEYPERSON

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 trade's exam through the Ontario Ministry of Training, Colleges and Universities.

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.

HOIST OPERATOR

Is qualified to operate both the man and rock hoists. Qualifications will be based on competency testing – written, oral, and skills demonstration as set out in the hoist operator training guidelines. Must be physically and mentally fit and be the holder of a hoist operator's medical certificate in compliance with the OHS regulations.

Once the hoist operator has completed all training and demonstrations including all maintenance procedures (drop tests, rope cuts, EM tests, cable changes, slinging gear, etc), as outlined in the hoist operating training guidelines, the hoist operator will be registered with the Ministry of Training Colleges and University - Underground Hard Rock Miner Program 770010 – Module U0074 Mine Hoist Operator.

HEAVY EQUIPMENT OPERATOR

Is qualified to operate utility loader both bucket and fork application, 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 Loader and assist mechanics when required. When assisting mechanics the Tire Technician will not work alone on technical mechanical work.

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

SERVICEPERSON

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

SERVICEPERSON (CRUSHER)

Has basic understanding of mill / crusher conveyor systems and crushing equipment. Lubricates, services and performs minor repairs to equipment and assists millwrights when required. When assisting millwrights the Serviceman will not work alone on technical mechanical work.

SERVICEPERSON (MILL)

Has a basic understanding of mill equipment. Lubricates, services and performs minor repairs to equipment and assists millwrights when required. When assisting millwrights the Serviceman will not work alone on technical mechanical work.

LABOURER

Entry level position. Be qualified to perform clean up and general plant shop area duties.

OPEN PIT JOB CLASSIFICATIONS

Shovel Operator: Be qualified to operate a production rope shovel (P&H 2300 Shovel or equivalent) and a hydraulic shovel (15 cubic yards or larger) to meet need of operation. Read and understand

digging plans to minimize ore / waste dilution and operate around old underground workings.

Pit Driller:

Be qualified to operate pit production drills currently in use to meet the needs of the operation and any new articulating mast drills that may be purchased for the pit. 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, grader and loader. Other equipment that may be operated includes the rubber tire dozer, backhoe, material handler, excavator and excavator in the rock breaker configuration.

Heavy Duty Truck: Be qualified to operate Heavy Duty Haul Truck (Cat. 777 Service or rock trucks & 785 trucks or equivalent). May be required to operate the rubber tire dozer, track dozer and backhoe for clean up around the shovel or moving cable if trained. Training is optional by seniority.

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

Ground Control: Be qualified to operate man lift, backhoe and cable bolt installation. Duties include rock and cable bolting.

screening and hand scaling. Employees will receive the rate set out in Schedule 1 whenever performing this function.

Labourer: Entry level position. Be qualified to perform clean up, general pit duties and operation of tandem water truck to service drills. When the Labourer is operating the tandem water truck they will receive a temporary rate under Job Class 2.

- Training opportunities above the level of Pit Laborer will be posted. Candidates will be selected in accordance with Article 9.05(xii).
- 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 Foreperson or his/her 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

Qualified Trainer: A qualified trainer 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

Checked Out: Is the first step in the training process and shall be documented. 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".

Specialties Surface Common Core: Must be completed within one year from the date that the posting was awarded for equipment being operated and filed with the Ontario Ministry of Advanced Education and Skills Development.

Qualified: When a trainee has acquired a training posting in accordance to Article 9.05(xii) and has been trained and signed off as per training requirements listed below or an Operator with Ontario Ministry of Advance Education and Skills Development Registered Specialties, 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 below.

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 8,000 lbs. of pull down or greater
- f. **Shovels:** Electric rope class shovel with 30yd³ bucket or bigger or hydraulic class shovel with 15yd³ bucket or bigger.

Operating Pit Equipment: In the event that an employee is qualified and signed off on a piece of equipment, either as a result of in-house training or as a result of meeting the "Experience:" qualifications, then that employee may operate the equipment that they are qualified on provided that all full time Equipment Operators and Equipment Operator Trainees, when trainers and equipment are available, have been given the opportunity to operate pit equipment for the shift. Equipment operating hours for qualified employees, other than Equipment Operators and Equipment Operator Trainees, will be distributed as equitably practicable to meet the needs of the operation. Supervisors will be responsible for tracking relevant equipment hours to ensure that operating hours are equitably offered among the eligible employees on a crew.

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 one 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 Foreperson or designate to meet the needs of the operation.

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

1. PIT EQUIPMENT

- a. Dozer: Up to 400 hrs & signed off by the General Foreperson or his/her designate.
- b. Grader: Up to 300 hrs & signed off by the General Foreperson or his/her designate.
- c. Loader: Up to 400 hrs & signed off by the General Foreperson or his/her 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/her designate
- e. Excavator (with bucket): Up to 400 hrs & signed

off by the General Foreperson or his/her designate.

- f. Excavator (with hammer): Up to 100 hrs & signed off by the Pit Supervisor or his/her designate.
- g. Miscellaneous Mobile Equipment (bobcat, Cable Loader etc...): Up to 100 hrs & signed off by the Pit Supervisor or his/her designate.
- h. Material Handler: Up to 400 hours and signed off by the General Foreperson or his/her designate.

2. PRODUCTION SHOVELS

- a. Minimum of 100 hours to operate solo without a trainer. Up to 300 hrs on first shovel type and up to 150 hrs on additional shovel types & signed off by the General Foreperson or his/her designate.

3. PRODUCTION DRILLS

- a. Up to 500 hrs on first drill and up to 250 hrs on additional drills & signed off by the General Foreperson or his/her designate.

Employees applying for a training posting in the Open Pit Department for any of the above three (3) job classifications must be a qualified Heavy Duty Truck Operator.

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 STATSCAN.

- (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 three per cent (3%). The movement in the Consumer Price Index will be reviewed monthly commencing in November 2017 using the month of October 2017 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 three per cent (3%) during the twelve-month index review period of October 2016 to October 2017.
- (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.

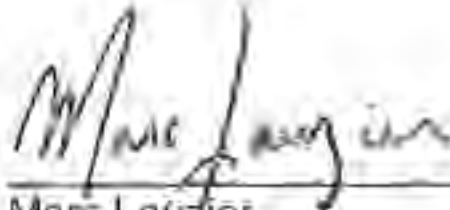
- (4) Where the cost-of-living allowance calculated in accordance with (1) above is applicable, it shall become payable on the first pay period following the official announcement of CPI.

LETTER OF UNDERSTANDING #1
TRACKING SYSTEMS

A concern was raised during negotiations about the use of tracking systems at Porcupine Gold Mines. The Union was assured the main purpose of all tracking systems was to reduce costs while achieving safety and production goals. Information collected from any tracking system will be made available to both parties during an investigation.



Mike Huard
President, Local 7580



Marc Lauzier
Mine General Manager

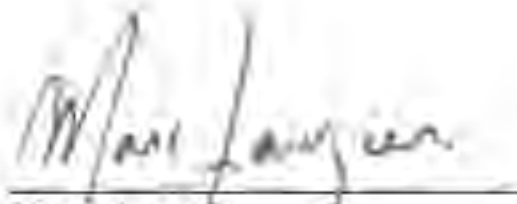
Dated: October 14, 2017

LETTER OF UNDERSTANDING #2
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



Mike Huard
President, Local 7580



Marc Lauzier
Mine General Manager

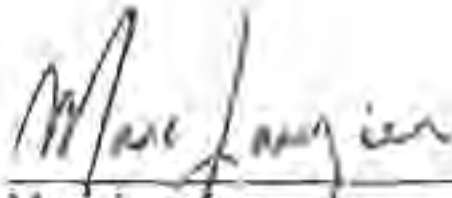
Dated: October 14, 2017

LETTER OF UNDERSTANDING #3
HUMANITY FUND

The Company agrees to implement and administer the deduction and remittance of hourly employee contributions to the USW 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.



Mike Huard
President, Local 7580



Marc Lauzier
Mine General Manager

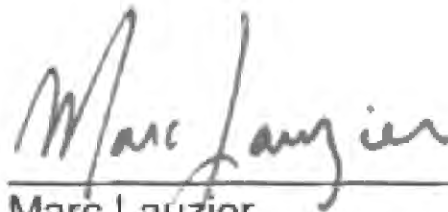
Dated: October 14, 2017

LETTER OF UNDERSTANDING #4
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 Porcupine Gold Mines within a 100 km radius of the Dome Mine Mill.



Mike Huard
President, Local 7580



Marc Lauzier
Mine General Manager

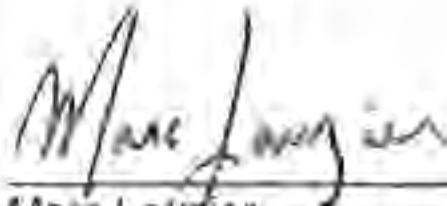
Dated: October 14, 2017

LETTER OF UNDERSTANDING #5
RETIREMENT SUPPLEMENT

During the life of this agreement any employee age 56 years and over, and who has a minimum of twenty (20) years of service, may elect to retire from the Company under the current conditions of the Collective Agreement and receive a monthly supplement of \$1,500 to age 65. These employees will be entitled to continuation of medical benefits to the age of 65. Medical benefit 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 56 maintains their recall rights and elects not to take a severance package shall be eligible for this package upon reaching the age of 56.



Mike Huard
President, Local 7580



Marc Lauzier
Mine General Manager

Dated: October 14, 2017

LETTER OF UNDERSTANDING #6
HOT CHANGES

In the event the Company wishes to explore options for "Hot Changes" in the Open Pit Department. A Subcommittee shall be formed which consists of three union and three management representatives, each to be selected by the respective parties. The findings and recommendations of the subcommittee will be presented to the Union/Management Committee. If approved by the Union/Management Committee the proposal will be presented to the employees of the Open Pit Department.

The Company and the Union agree that the hours of work shall not exceed what is listed in article 11.01 (h) of the collective agreement unless it is agreed upon by both parties.



Mike Huard
President, Local 7580



Marc Lauzier
Mine General Manager

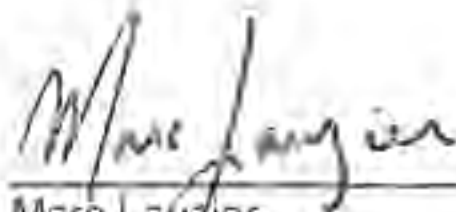
Dated: October 14, 2017

LETTER OF UNDERSTANDING #7
TRAINING RECORDS

The Company will send to all employees a listing of training records for each employee to review. Each employee will provide the Company with a list of internal and external qualifications that are not listed.



Mike Huard
President, Local 7580



Marc Lauzier
Mine General Manager

Dated: October 14, 2017

LETTER OF UNDERSTANDING #8
WORKER HEALTH & SAFETY REPRESENTATIVE
JOB DESCRIPTION

The Company and the Union agree that the Co-Chairs of the Joint Occupational Health & Safety Committee will annually review the job description of the Worker Health & Safety Representative in conjunction with the review of the Terms of Reference.



Mike Huard
President, Local 7580



Marc Lauzier
Mine General Manager

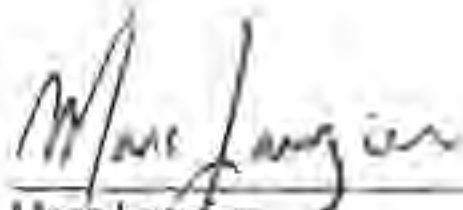
Dated: October 14, 2017

LETTER OF UNDERSTANDING #9
CAGETENDERS

The Company and the Union agree that employees who are qualified in the Miner 2 Job Classification will be paid at the Miner 2 rate if they successfully post into the position of Cagetender



Mike Huard
President, Local 7580



Marc Lauzier
Mine General Manager

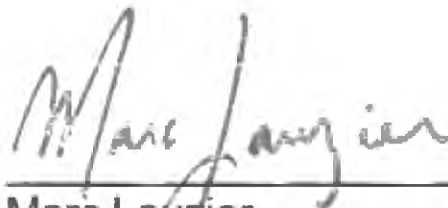
Dated: October 14, 2017

LETTER OF UNDERSTANDING #10
HOIST OPERATORS SCHEDULE

The Union and the Company agree that Hoist Operators on the continuous shift schedule will remain on the 2x2x3 shift schedule unless they elect to change to the 5x5x4 schedule.



Mike Huard
President, Local 7580



Marc Lauzier
Mine General Manager

Dated: October 14, 2017

LETTER OF UNDERSTANDING #11
SPARE TRAINING POSITIONS

The Union and the Company agree that it is beneficial for the utilization of employees who post to spare training positions for skill development, temporary assignments and future permanent postings.

The Human Resources Department will provide a list of employees who received training through a spare training job posting since November 1, 2011 and keep this list updated. Those employees will be required to fulfill the requirements of the criteria to remain "qualified" through temporary appointments as per Article 13.02, temporary job postings as per Article 9.05 (xi), overtime opportunities or through scheduled refresher training.

In the event that an employee refuses to participate or does not work the required amount of hours each year to maintain their qualification they will lose their status as a "qualified spare" and will not be deemed qualified for the purpose of exercising seniority under Article 9.03 (b), job postings under Article 9.05 (i) (xi) and temporary appointments under Article 13.02.



Mike Huard
President, Local 7580



Marc Lauzier
Mine General Manager

Dated: October 14, 2017

LETTER OF UNDERSTANDING #12
TRAINING

It is understood by both the Union and the Company that training is administered as follows:

Progression Training

With the exception of job classifications within the "Lines of Progression" training will be posted as per Article 9.05 (xii).

Job Skills Training

Training within a job classification will not be posted. Training will be offered to employees within that job classification by seniority.



Mike Huard
President, Local 7580



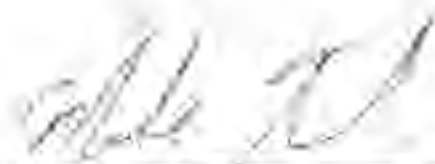
Marc Lauzier
Mine General Manager

Dated: October 14, 2017

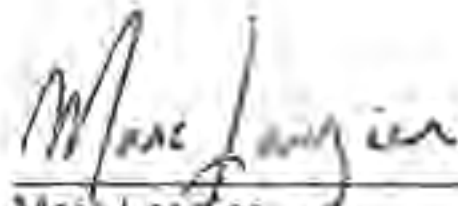
LETTER OF UNDERSTANDING #13
TRAINING GUIDELINES

The Union and the Company agree that the following training guidelines will be formalized into a policy by the Safety & Training Manager into the existing Training Policies and Procedures. The guidelines will be rolled out to other Departments where applicable.

Underground Training of Contract Labour
Mill Training Hours.
Track Dozer Training (Heavy Duty Truck Operators).
Hoist Operator Training.
Maximum Training Hours - Dome Underground.
Cagetender Training - Dome Underground.
Spare Training (Operating Departments)



Mike Huard
President, Local 7580



Marc Laurier
Mine General Manager

Dated: October 14, 2017

LETTER OF UNDERSTANDING #14
DOMESTIC AND FAMILY VIOLENCE

The Union and the Company recognize that employees sometimes face situations of violence and/or abuse in their personal life that may have an impact on their work life, which may affect their attendance and performance at work.

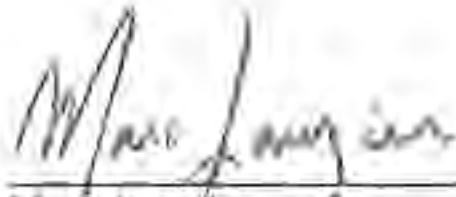
In recognition of the above, the Company agrees that in each calendar year it shall grant an employee unpaid leave of absence for domestic or family violence, without loss of seniority, for the purpose of seeking medical help, to obtain services from victim service organizations, domestic violence shelters, or other social services or community agencies, to seek counselling or the assistance of law enforcement, to attend legal proceedings, to relocate temporarily or permanently to prevent further violence against the employee or her/his child/children, to make alternate child care arrangements or other like activities. The Company recognizes that the employee may need to request this time off without notice. The leave will be in conjunction to existing leave entitlements, such as weekly indemnity, and may be taken as consecutive days, single days or as a fraction of a day.

The parties recognize that domestic and family violence situations are highly sensitive and will only disclose information on a "need to know" basis. The employee will provide proof to the Occupational Health Nurse furnished by a broad range of individuals including, but not limited: doctors, lawyers, counselors, or shelter workers.

The Union and the Company will ensure that no disciplinary action is taken if the employee's performance or attendance at work suffers as a result of being the victim of domestic or family violence.



Mike Huard
President, Local 7580

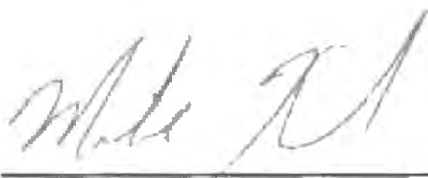


Marc Lauzier
Mine General Manager

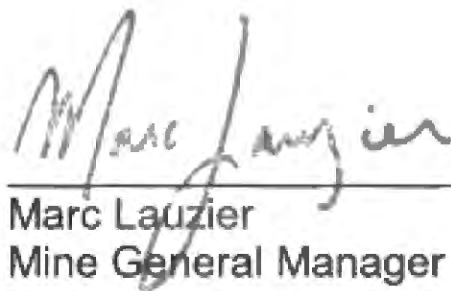
Dated: October 14, 2017

LETTER OF UNDERSTANDING #15
HARASSMENT AWARENESS TRAINING PROGRAM

The Union and the Company will form a subcommittee to jointly develop and deliver a Workplace Harassment Awareness Program in 2018.



Mike Huard
President, Local 7580



Marc Lauzier
Mine General Manager

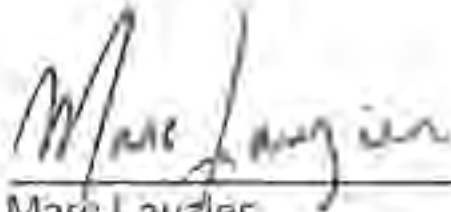
Dated: October 14, 2017

LETTER OF UNDERSTANDING #16
DUG LABOURER

The Union and the Company agree that the Dome Underground Labourer will transfer to the position of Mill Dayshift Labourer once skipping of ore is completed in the Dome Underground.



Mike Huard
President, Local 7580



Marc Langier
Mine General Manager

Dated: October 14, 2017

LETTER OF UNDERSTANDING #17
TECHNOLOGICAL CHANGES

- 1) Both parties recognize that new technology ensures the continued viability of Porcupine Gold Mines. It is the intention of the Company to lessen as much as reasonably possible the effects of technological change upon the job security and the earnings of an employee who may be displaced from his/her job as a result of such change.

- 2) In the event that employees are going to be laid off due to technological change, the Company will communicate to the Union in writing of such changes with a reasonable time period to the implementation and any known potential effect on the employment of the Bargaining Unit Employees.

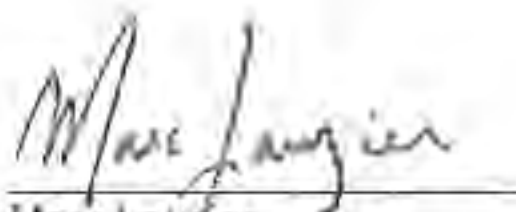
- 3) An employee laid off can apply their seniority to displace either upward or downward if the employee has previously held the posted position within the last 5 years from the date of written layoff notification, holds the OMAESD modules and require training due to technological change.

Technological change shall mean:

- a) The automation of equipment
- b) The introduction of the new equipment
- c) The replacement of existing equipment with the new equipment
- d) The mechanization or automation of duties
- e) The replacement of an existing facility.



Mike Huard
President, Local 7580



Marc Lauzier
Mine General Manager

Dated: October 14, 2017

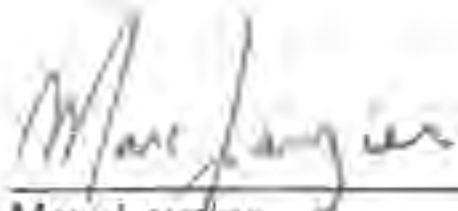
LETTER OF UNDERSTANDING #18
WASTE TO ORE

The Union and the Company agree to form a special Contracting Out Committee once the Collective Agreement is ratified. There will be three members from each side appointed to review the Waste to Ore Project and make recommendations to Management for improvements that would reduce the level of contracting out.

Committee members will be privy to high level costs related to the Waste to Ore Project and will be required to sign a Confidentiality Agreement.



Mike Huard
President, Local 7580



Marc Lauzier
Mine General Manager

Dated October 14, 2017

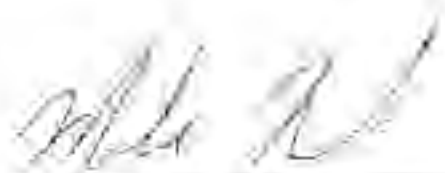
LETTER OF UNDERSTANDING #19
UNION PRESIDENT

The Union may submit in writing a request to the Company to modify the Union President's shift schedule. The request must also include the length of time the request is being made for. Agreement to the modified shift schedule is at the sole discretion of the Company.

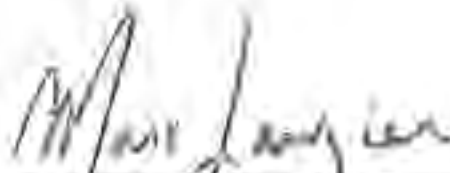
If the Company's operational needs change during the modified shift schedule the Company may require the Union President to return to his/her original schedule. The Company will provide four weeks' notice in writing.

If there is a change of presidency, or the Union President posts to another department, or a designate is appointed the modified schedule will cease and the Union shall submit another request in writing to the Company.

The position that the Union President currently holds may be backfilled by a temporary employee. Timelines in the position will not apply to this individual.



Mike Huard
President, Local 7580



Marc Lauzier
Mine General Manager

Dated: October 14, 2017

TERM OF AGREEMENT

- (a) The terms of this Agreement shall be three (3) years from October 31, 2017 to October 30, 2020.
- (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 14TH day of October, 2017

USW - Local 7530


Mike Scott


Mike Wright


Carole Agalar


Lindsay Martin



George Martin


[unclear]


Porcupine Gold Mines


[unclear]


[unclear]


John Surke


Bill Wickham


Cheryl Mousler


Lynn Girard

2018

January

S	M	T	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
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February

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March

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April

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May

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June

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July

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August

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September

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November

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December

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2019

January

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February

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March

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April

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May

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June

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July

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August

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September

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October

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November

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December

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2020

January

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