

COLLECTIVE AGREEMENT

BETWEEN

TORNGAIT SERVICES INC.

AND

STEELWORKERS, LOCAL 6480

MAY 1, 2011

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ARTICLE 1 – GENERAL PURPOSE

- 1.01** The general purpose of this Agreement is to establish and maintain mutually satisfactory working conditions and to maintain harmonious relations between the Company, Union, and employees covered by this Agreement. In the interests of industrial peace between the Company and the Union, we agree to abide by and observe the terms and conditions of this Agreement.
- 1.02** “Employee” or “employees” mean the employees of the Company in the bargaining unit covered by this Agreement pursuant to Article 2.01 of this Agreement.
- 1.03** “Union” means United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, Local 6480, its local union executive, and other duly authorized representatives.

1.04 IBAs

The Employer is party to Impacts and Benefits Agreements (the “IBAs”) with, respectively, the Nunatsiavut Government, formerly Labrador Inuit Association (hereinafter referred to as “Labrador Inuit”) and the Innu Nation (hereinafter referred to as “Labrador Innu”). Edited versions of the IBAs have been disclosed to the Union. The parties agree that the versions of the IBAs, as disclosed to the Union, shall be given precedence over this Agreement.

The IBAs do not limit either the Union’s authority as bargaining agent for all employees in the bargaining unit covered by this Agreement, or the authority of an arbitrator appointed under this Agreement or governing legislation. The Union retains the right to file grievances and pursue them to arbitration in accordance with this Collective Agreement.

The IBAs with Labrador Inuit and Labrador Innu do not form part of this Collective Agreement.

The Employer shall save the Union harmless from any lawsuits, applications, or claims of any kind arising from the Employer’s application or interpretation of the IBAs provided that the Union does not take any position that is contrary to the IBAs in any lawsuits, applications, or claims of any kind.

1.05 Adjacency

The Adjacency Principle shall be given precedence over this Agreement. For the purposes of this Agreement, after the IBA commitments have been met, the “Adjacency Principle” commits VALE and its contractors to employ and/or promote qualified individuals in the following order:

Residents of Labrador;
Residents of the Island of Newfoundland; and
Other residents of Canada.



Accordingly, where there are two or more equally qualified applicants for employment or promotion, preference shall be given to the applicant who ranks higher on the residency status list above.

For the purposes of this provision, a Labrador resident is a person who has been resident in Labrador for a period of six (6) months prior to commencement of employment with the Employer for work at the Site, and Newfoundland and Canadian residents shall be defined similarly.

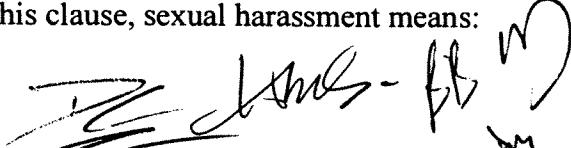
ARTICLE 2 – RECOGNITION

- 2.01** The Company recognizes the Union as the exclusive collective bargaining agent for all employees of Torgait Services, Inc. employed at the Voisey's Bay Site, Province of Newfoundland and Labrador, save and except office personnel, clerical employees, professional and technical, Managers, Site Services Superintendents, and those above the rank of shift foreman/foreperson, pursuant to the certification order of the Labour Relations Board, dated March 21, 2006.
- 2.02** Work of the Bargaining Unit

Managers and Site Services and Superintendents Site Services Supervisors shall not perform work which is normally done by employees in the bargaining unit except in cases of an emergency nature, where the employee's absence would stop work, protection of equipment, employee safety, or where qualified employees are not reasonably available to do such work. Nothing in this paragraph shall interfere with the normal performance of duties such as the carrying out of research, development and test programs, the necessary instruction or training of employees, the inspection of equipment, product, or process by such non-bargaining unit employees.

ARTICLE 3 –NO DISCRIMINATION OR HARASSMENT

- 3.01** (i) The Employer, employees, and the Union agree to be bound by the Newfoundland and Labrador Human Rights Code, which protects against discrimination on such prohibited grounds as age, race, religion, religious creed, political opinion, colour or ethnic, national or social origin, sex, sexual orientation, marital status, physical disability or mental disability.
- (ii) The parties agree that violations of this provision shall be processed under the Human Rights Code, and shall not be subject of the Grievance and Arbitration provisions of this Agreement.
- 3.02** There shall be no discrimination by the Company or the Union or its members against any employee because of membership or non-membership in any lawful union, or because the employee has exercised or failed to exercise any right specifically provided under this Agreement.
- 3.03** The parties endorse a workplace environment which is free from any form of sexual harassment. For the purpose of this clause, sexual harassment means:



- (1) Unwanted sexually oriented attention, remarks, or behaviour of a persistent or abusive nature, made by a person who knows or ought reasonably to know that such attention is unwanted.
- (2) Implied or expressed promise of reward for complying with a sexually oriented request.
- (3) Implied or expressed threat or reprisal, in the form of either an actual reprisal or the denial of opportunity, for refusal to comply with a sexually oriented request.

ARTICLE 4 – MANAGEMENT RIGHTS

- 4.01** It is the exclusive function of the Company, among others, as it sees fit, to:
- (1) Maintain order, discipline, and efficiency; hire, promote, demote, suspend, discharge for just and sufficient cause, lay off, assign to shift, transfer Employees; increase or decrease the working force; make and alter from time to time rules and regulations to be observed by the employees; and train employees;
 - (2) Manage and operate its business in all respects in accordance with its commitments and responsibilities, including: the location of the facilities; the products to be handled; the scheduling of human resources to provide services; the right to decide on the number of employees needed at anytime; the extension, limitation, curtailment, or cessation of operations, or any part thereof; and the methods, processes, procedures; work methods and means of operation.
- 4.02** All management rights, whether enumerated or otherwise, shall be reserved unto management except as specifically abridged by this Agreement. For certainty, there shall be no implied restriction on management's ability to manage the business of the Company read into this Agreement.
- 4.03** It is specifically agreed that management has the right to reassign for operational flexibility in a fly-in / fly-out remote Site, and, therefore, an employee temporarily transferred or assigned to a position, whether inside the bargaining unit or another bargaining unit on Site, at the request of the owner, VALE:
- (1) With a higher rate of pay shall receive the higher rate for the duration of the work assignment, and
 - (2) With a lower rate of pay shall continue to receive his/her regular hourly rate for the duration of the work assignment.

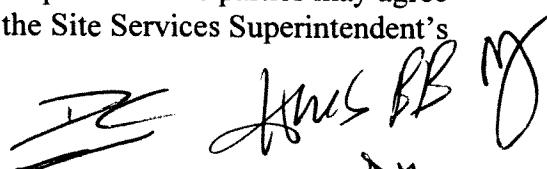
ARTICLE 5 – UNION SECURITY

- 5.01** The Company shall deduct Union dues including, where applicable, initiation fees and assessments, on a weekly basis, from the total earnings of each employee covered by this Agreement. The amount of dues shall be calculated in accordance with the Union's Constitution.
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- 5.02** Dues, initiation fees, and assessments shall be remitted to the Union forthwith, and, in any event, no later than 15 days following the last day of the four week pay period in which the remittance was deducted. The remittance shall be sent to the International Secretary Treasurer of the United Steelworkers, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (United Steelworkers), AFL-CIO-CLC, P.O. Box 13083, Postal Station "A," Toronto, Ontario, M5W 1V7, in such form as shall be directed by the Union to the Company, along with a completed Dues Remittance Form R-115. A copy of the Dues Remittance Form R-115 will also be sent to the Union office as designated by the Area Coordinator and until changed to: 236 St. George Street, Suite 318, Moncton, New Brunswick, E1C 1W1.
- 5.03** The remittance and the R-115 form shall be accompanied by a statement containing the following information:
- (1) A list of the names of all employees from whom dues were deducted and the amount of the dues deducted.
 - (2) A list of the names of all employees from whom no deductions have been made and reasons.
 - (3) This information shall be sent to both Union addresses identified in Article 5.02 above, in such form as shall be directed by the Union to the Company.
- 5.04** The Union shall indemnify and save the Company harmless against all claims or other forms of liability that may arise out of any actions taken by the Company in compliance with this Article.
- 5.05** The Company, when preparing T-4 slips for the employees, will enter the amount of Union dues paid by the employee during the previous year.

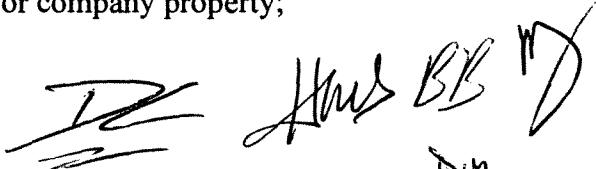
ARTICLE 6 – DISCIPLINE AND DISCHARGE

- 6.01** The Company reserves the right to discipline employees for just cause.
- 6.02** The Company agrees that when an employee is to be disciplined and/or discharged, he/she may request to be accompanied by his/her Shop Steward. An employee shall suffer no loss of pay or other benefits while attending meetings under this Article.
- 6.03** Any written warning, suspension, or discharge given to any employee shall be given in writing, in duplicate, within seven (7) Goose Bay office business days of it being determined by the Company that there has been an infraction warranting discipline.
- 6.04** A discharged employee may contest his discharge as being in violation of this Agreement provided the written grievance is filed within seven (7) Goose Bay office days of the date of discharge, or such further period as the parties may agree in writing. Such grievance shall be presented at the Site Services Superintendent's



level and a meeting convened within three (3) days after the grievance is received and a management representative shall give his decision in writing to the Local Union within three (3) days from the date of the meeting. If the decision is unsatisfactory, the Local Union may, within thirty (30) days after the decision is given, refer the grievance to arbitration. If referred, the grievance shall be heard pursuant to the provisions of Article 8 within thirty (30) days of the referral to arbitration given by the Local Union, unless delayed due to the schedule of the Arbitrator or for just cause by one of the parties, if mutual agreement cannot be reached with the arbitrator for a date to commence the hearings.

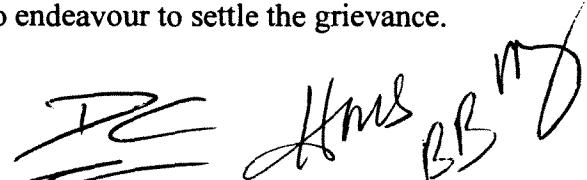
- 6.05** The record of any disciplinary action on an employee's file shall not be referred to and used against an employee after a period of twelve (12) months in the case of a written reprimand and eighteen (18) months in the case of a disciplinary suspension.
- 6.06** An employee, upon request, will be permitted to review his/her employment record but he/she shall not remove any material from such record nor in any way attempt to alter the record except through the grievance procedure.
- 6.07** The parties recognize that the owner **VALE** has published General Site Rules and Human Resource Policies that the Company and its employees are required to comply with in respect of its activities on Site.
- 6.08** Should **VALE** conclude that a Zero Tolerance General Site Rule as listed below has been violated, it is understood that **VALE** may request that an employee of the Company leave Site or be denied access in which event the Union or employee may protest and grieve his/her removal from Site or the refusal to allow him/her access and may refer the matter to arbitration under the accelerated process in Article 8.10.
- 6.09** All pay and benefits will be suspended without pay until either **VALE** reverses its decision or an Arbitrator determines that the General Site Rule alleged by **VALE** to have been violated is not proven to have been violated. Where the violation has not been proven, the employee shall receive all lost pay and benefits and be permitted to return to Site on the next available flight as thereafter scheduled.
- 6.10** It is expressly agreed that the Company must provide all bargaining unit members with a copy of the Zero Tolerance rules and Article 6 of the Collective Agreement. Failure to provide a copy to any bargaining unit member will result in the non-application of sub-articles 6.07 through 6.13. Employees will be requested to sign an acknowledgement of receipt which they will execute when presented with a copy of the rules.
- 6.11** The Zero Tolerance rules are as follows at the date hereof;
 - (1) Unapproved leave from Site;
 - (2) Theft and willful destruction of private or company property;



- (3) The unauthorized use or possession of firearms or explosives;
 - (4) Possession or use of alcohol or illegal drugs;
 - (5) Smoking in dormitory rooms;
 - (6) Burning of any product, including, but not limited to: incense, insect repellents (coils), or candles;
 - (7) Tampering with fire detection, prevention, or fire protection equipment;
 - (8) Fighting or physical violence;
 - (9) Gambling or usury;
 - (10) Hunting, fishing, egging, and any other forms of harvesting;
 - (11) Removal of any artifact from the Site;
- 6.12** The Company agrees that an arbitration shall have jurisdiction to determine whether or not the following rule(s) was violated, and where the arbitrator determines it was violated shall have additional jurisdiction to determine if the degree to which the rule was violated (seriousness of the violation in all the circumstances) warrants the expulsion from the Site where such expulsion is tantamount to termination of employment:
- (1) Harassment;
 - (2) Intentional release of any pollutants to the environment;
 - (3) Harassment or feeding of wildlife.
- 6.13** Any new Zero Tolerance rules published by VALE not included in Clause 6.11 or 6.12 will be dealt with under Clause 6.12
- 6.14** It is understood that a failure to report for the beginning of a work rotation without first having received permission from an employee's direct supervisor is a serious offence unless the employee has a reasonable explanation.

ARTICLE 7 – GRIEVANCE PROCEDURE

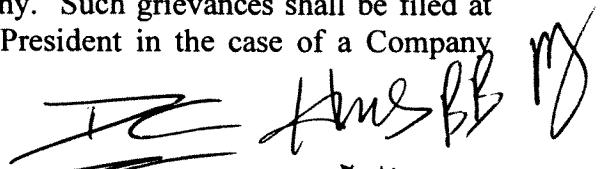
- 7.01** Only matters relating to or involving the interpretation, application, or administration of any provision of this Collective Agreement, or a violation or alleged violation of this Agreement, may be the subject of a grievance.
- 7.02** It is the preference of both parties that grievances be adjusted as quickly as possible and without resort to the formal grievance and arbitration procedure. It is also the intention of both parties to have the appropriate representatives engaged in the applicable stage of the grievance process to endeavour to settle the grievance.



- 7.03** The employee shall discuss with his/her On-Site Services Superintendent the nature and subject matter of the complaint within six (6) days of the occurrence of the event giving rise to the complaint, with a Shop Steward present if requested by the employee. The Site Services Superintendent shall give a decision within four (4) days of the matter being raised.

If the matter remains unresolved, the employee and/or Shop Steward shall address a grievance according to the following process:

- (1) If, after registering the complaint with the Site Services Superintendent and it is not settled as outlined above, the grievance shall be submitted in writing to the Operations Manager (or acting designate in his/her absence) either directly or through the Union within twelve (12) days of the occurrence of the event giving rise to the grievance. The Operations Manager shall meet with the Shop Steward and employee within five (5) days of the receipt of the grievance in an attempt to resolve the grievance. The Operations Manager shall within a further five (5) days answer the grievance in writing and return it to the Union.
 - (2) If, after registering the grievance with the Operations Manager and it is not settled as outlined above, the grievance shall be submitted to the General Manager or his/her acting designate within a further five (5) days, and a meeting may be held in a further attempt to resolve the grievance. The grievor may be present at this meeting if requested by either party. The General Manager shall within a further five (5) days give his/her decision in writing to the Union.
- 7.04** If, after registering the grievance with the General Manager and it is not settled as outlined above, then the grievance may be referred, in writing, to arbitration as provided in Article 8, Arbitration, at anytime within thirty (30) days of the General Manager's written decision to the Union.
- 7.05** Both parties shall agree to a single arbitrator within five (5) days of the referral to arbitration, or one of the parties or both may apply within a further (5) days to the Minister of Employment and Labour Relations to appoint one as per the Labour Relations Act.
- 7.06** With respect to grievances only, the reference to "day" above shall mean the Goose Bay office working day(s) of the Company (employee or management, as applicable) referenced in the applicable stage of the procedure above. In all other cases, it shall mean calendar days.
- 7.07** When two or more employees wish to file a grievance rising from the same alleged violation of this Agreement, such grievance must be handled as a Group Grievance and presented to the Operations Manager at that stage (7.03 (2)) in the grievance procedure, but in no event not more than six (6) days from the occurrence of the event giving rise to the complaint.
- 7.08** The Union shall have the right to initiate a policy or grievance of a general nature; a grievance may also be filed by the Company. Such grievances shall be filed at the General Manager's level (Local Union President in the case of a Company



grievance) and all provisions of the Grievance and Arbitration Procedures shall apply to such grievances beyond the level of submission (7.03 (2)).

- 7.09 Where no written decision has been given within the time limit specified, the grievance may be submitted to the next step of the grievance procedure, including arbitration. The time limits provided in this Article may be extended only by mutual agreement between the parties in writing.
- 7.10 During the grievance procedure, the parties may consult with and obtain information from necessary witnesses and relevant records as it relates to the subject matter of the grievance in an effort to resolve the grievance.

ARTICLE 8 – ARBITRATION

- 8.01 When either party to this Agreement requests that a grievance be submitted for arbitration, it shall make such request in writing addressed to the other party to this Agreement.
- 8.02 All correspondence between the parties with respect to grievances and arbitration shall be delivered in person, by mail or facsimile, and/or to an agreed upon designated e-mail address.
- 8.03 The arbitrator shall endeavour to commence hearing the grievance within thirty (30) calendar days of his appointment, and shall endeavour to issue the award within thirty (30) calendar days of hearing completion, unless such time limits are waived by both parties at the arbitration hearing.
- 8.04 The decision of the arbitrator on the matter at issue shall be final, binding, and enforceable on both parties.
- 8.05 The arbitrator shall not have the power to change this Agreement or to alter, modify, or amend any of its provisions in any respect or make any decision inconsistent with this Agreement.
- 8.06 Each party shall pay its own costs and the fees and expenses of its witnesses. The parties hereto will bear jointly the expenses of the arbitrator on an equal basis.
- 8.07 Arbitration hearings will be held at Goose Bay, unless otherwise mutually agreed.
- 8.08 Time limits under this Article may be extended only by mutual consent in writing of both parties.
- 8.09 Prior to proceeding to arbitration, the parties may avail of the services of a mediator to attempt to resolve the grievance, or, where the parties agree, the matter may be referred to the Provincial Preventive Mediation program. Additionally, an arbitrator may act as a mediator prior to the commencement of a hearing with the agreement of both parties. Both parties will equally share the cost of the mediator. It is agreed that information exchanged and attempts to settle shall be without prejudice and shall not be referred to at arbitration. Both parties retain access to the



The image shows two handwritten signatures in black ink, likely belonging to the parties mentioned in the last point of Article 8. The signatures are fluid and cursive, appearing to be "John" and "D". Below each signature is a typed name: "John" and "D".

complete arbitration process where either party does not agree to the mediation. Should an Arbitrator selected by the parties fail in an attempt to mediate a grievance by agreement of the parties and that mediation fails, the Arbitrator who acted as a mediator shall not proceed to hear the grievance and a new Arbitrator must be appointed.

8.10 Expedited Arbitration

The Expedited Arbitration Procedure can only be used by mutual agreement of the parties to the Collective Agreement.

Grievances referred to expedited arbitration must be scheduled to be heard within thirty (30) days from the date of referral, unless the hearing is delayed by mutual agreement between the parties or by the Arbitrator.

The parties shall make every reasonable attempt to proceed by admission and minimize the use of witnesses.

The purpose of developing this expedited arbitration system is to both save cost and time while ensuring fair and reasonable decisions. To that end, presentations made in expedited arbitration should be short and concise and should include a comprehensive opening statement.

Where practical, hearings are to be held in Company or Union facilities to reduce costs. The parties agree that lawyers will not be used to represent either side. The Local Union shall appoint one of its officers or the Union staff representative to represent the grievor, and the Company shall appoint one of the management staff or another person to represent the Company.

All decisions of the expedited arbitrator are limited in application to that particular dispute. The award of the expedited arbitrator sets no precedent and is not to be referred to by either party in any subsequent proceeding. The award will be final and binding.

Whenever possible, the arbitrator shall deliver the decision orally at the conclusion of the hearing, giving a brief summary of the reasons for the decision and then confirm these conclusions in writing within ten (10) days of the date of the hearing. When it is not possible to give an oral decision at the conclusion of the hearing, the arbitrator shall render it in writing with a brief summary of the reasons. The arbitrator must render the written decision as soon as possible, but at all times within ten (10) days of the date of the hearing. The award in written form should be a one to two page award setting out briefly the reasons for the decision.

Such decisions may not be used to alter, modify, or amend any part of the Collective Agreement, nor should any decision be incompatible with the provisions of the Collective Agreement.

Handwritten signatures of the parties involved in the collective agreement, including initials and names.

- 8.11** Notwithstanding the above, the parties shall choose an arbitrator in rotation from the following list of arbitrators:

Mr. David Alcock;
Mr. James Oakley;
Dr. John Scott

If the arbitrator chosen in rotation from the agreed list is not available for a hearing within sixty (60) days, or such longer period as is mutually agreed upon by the parties, then he/she will be replaced by the next person on the list.

- 8.12** If none of the arbitrators are available within a reasonable period of time, the parties may attempt to agree to use the first one that is available, unless another arbitrator can be agreed upon who is prepared to meet within a reasonable period of time.

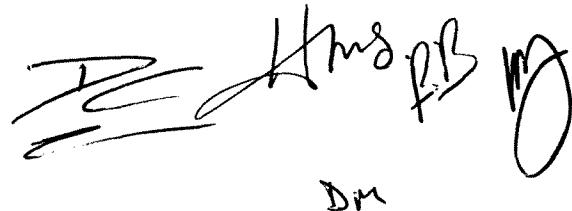
ARTICLE 9 – PROBATIONARY EMPLOYEE

- 9.01** The probationary period shall normally be for a period of three (3) months, consisting of at least three (3) consecutive worked rotations, and may be extended upon request of the Company for up to an additional three (3) consecutive worked rotations, which consent will not be unreasonably denied.
- 9.02** The Employer, Union, and employee may mutually agree to extend the probationary period for an agreed upon period.
- 9.03** Upon successful completion of the probationary period, the employee's seniority shall be determined and shall include the probationary period.
- 9.04** The Employer shall apply a formal evaluation procedure in evaluating and providing feedback to a probationary employee. The termination of a probationary employee for reasons of unsuitability as determined solely by the Employer shall not be subject to the grievance and arbitration procedure.

ARTICLE 10 – HEALTH, SAFETY & WORKPLACE ENVIRONMENT

General

- 10.01** The Company and Union acknowledge their common interest for maintaining a healthy and safe working environment, and agree to cooperate and participate in their pursuit of progressive health and safety standards in the workplace. In the interest of an effective health and safety program for employees at work, it is agreed that joint and co-operative methods shall be encouraged.
- 10.02** The Company and employees shall comply with all applicable provisions of health and safety legislation and regulations, in addition to those rules established by the Company.



The image shows handwritten signatures in black ink. There are two main sets of signatures. One set on the left appears to be 'J. E.' and 'D.M.'. Another set on the right appears to be 'Hns. P.B.' and 'W.J.'. Below these signatures, there is a small handwritten mark that looks like a stylized 'D.M.'

- 10.03** The Company shall continue to make provisions for the health and safety of its employees, and shall continue utilizing safety devices and practices for the protection of employees, subject to such improvements or changes as may be introduced by the Company from time to time.
- 10.04** The Union and Company recognize April 28 as the annual day of remembrance for workers who died on the job. Any flags flown at the workplace on that day will be lowered to half mast, and those working on that day will observe a minute of silence in memory of those who died on the job.

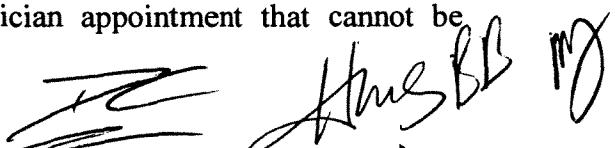
JOSHE Committee

- 10.05** A Joint Occupational Safety, Health, and Environment (JOSHE) Committee will be established in accordance with the Occupational Health and Safety Act for the Province. For the purposes of this Article, reference to environment shall mean the occupational health and safety issues in the workplace environment.
- 10.06** The JOSHE Committee shall consist of two (2) bargaining unit employees appointed or elected by the Union and up to two (2) non-bargaining unit representatives employed and appointed by the Company. Time spent in meetings is to be considered time worked. The Union agrees that it will, where possible, appoint a member from the Labrador Innu or Labrador Inuit employees employed by the Company at the Site.
- 10.07** The Committee shall meet monthly, and at such other times as are agreed. The Committee will be provided monthly with a summary of injuries and incidents for review and discussion by the Committee. Minutes of the meetings shall be sent to the Company and the Union. An employee member of the Committee shall be notified of a fatality or critical injury as soon as possible.
- 10.08** A Union member of the Committee is entitled to accompany the Inspector from the Health and Safety Division of the Government of Newfoundland and Labrador on his/her inspection of the Torngait Services Inc. workplace. Time spent is to be considered time worked.
- 10.09** In making any changes affecting employees with respect to either the Health and Safety Program or a Personnel Protective Program, such changes will be discussed with the Health and Safety Committee in order to give the Committee an opportunity to review the changes and make suggestions for revisions.

ARTICLE 11 – LEAVE OF ABSENCE

11.01 Sick Leave

Employees who are sick and unable to work will be permitted up to five (5) paid, non-cumulative sick days per year. Up to three (3) of those sick days may be used for an employee to attend a specialist physician appointment that cannot be



scheduled on the employee's rotation out from the Site.

When a claim for paid sick leave occurs on the day an employee's air transportation leaves his/her point of departure en route to the Site, then that day and all subsequent days absent from work will be charged against his/her sick leave accumulation unless the employee informs his supervisor of his/her fitness to return to work and travel to his/her normal pick-up point (unless directed to an alternate pick up point). Provided that unavailability of air transportation for reasons of mechanical breakdown of the aircraft, unavailability of space, or adverse weather preventing departure from the pickup point will not be charged against sick days if the employee reports for the flight. In such circumstances, the travel letter attached hereto will apply.

An employee shall under no circumstances receive more than 12 hours pay per day under this clause and for periods of illness of less than a full shift on Site the deduction shall be equal to the hours missed from work station.

11.02 Union Leave

Upon written request by the Union to the Site Services Superintendent at least one (1) week in advance and subject to available skills on Site, the Company shall, during each year of the term of this Agreement, grant a leave of absence without pay to employees named in the request for the purposes of attending Union courses, conferences, conventions, and Local Union business. It is recognized that operational requirements may be taken into consideration in applying this clause, but requests for such leave is not to be arbitrarily denied.

11.03 Pregnancy, Parental and Adoption Leave

Torngait Services Inc. will grant Pregnancy, Parental and Adoption Leave of Absence in accordance with applicable legislation.

In the event that an employee is unable to perform or return to the normal duties of her job owing to either a pregnancy or delivery related illness or there exists a risk to the employee or her unborn child's health, and this is confirmed by a medical report satisfactory to the Company's medical representative, the Company will endeavour to find employment suitable in accordance with the medical advice. If the employee does not receive a new work assignment, she will be entitled to apply for and, if eligible, receive short term disability benefits subject to the requirements of the Master Policy of insurance which governs the Short Term Disability coverage of the Company.

The Company may grant an extension of unpaid leave of absence for a further period of up to six (6) months upon request by the employee.

11.04 Election Leave



Upon written request by the individual concerned, the Company may grant leave of absence without pay to any employee elected to, campaigning for his/her election to, or acting as the campaign manager for an individual's election to any aboriginal, municipal, provincial, or federal government office. Such leave shall be for a maximum period of two (2) months.

11.05 Jury Duty and Crown Witness

Should an employee be required to report on their regular work day for jury duty or as a witness due to being subpoenaed as a crown witness in any court of law and produces a satisfactory statement that he/she did so report, the employee will be paid the difference between pay for the regularly scheduled shift on that date at the employee's applicable rate of pay and the jury duty pay or witness pay and/or conduct money received by the employee for that day. The Company reserves the right to petition for the exemption of an employee from such duty upon the conditions provided for under the Jury Act.

11.06 Bereavement

A maximum bereavement leave of absence of five (5) consecutive calendar days, including the day of the funeral, will be granted to an employee upon a death in the employee's immediate family. Where any such day occurs on a regularly scheduled working day for the employee, the employee shall be paid on the basis of the standard number of hours which otherwise would have been worked at the employee's applicable rate of pay. To qualify for bereavement leave, the employee shall notify his or her Site Services Superintendent as soon as possible following the event of bereavement, but not more than two days following the event. The employee will travel out from Site and/or to Site, as applicable, at the earliest opportunity. "Immediate family" shall mean mother, father, spouse, spouse's parents, son, daughter, sibling, grandmother, grandfather, and grandchild. Bereavement leave shall be three (3) consecutive days, including the day of the funeral, upon the death of the employee's spouse's brother or sister or brother-in-law or sister-in-law. If the death in the immediate family occurs and the bereavement leave begins while the employee is on vacation, the employee will be allowed to extend his vacation in an amount equal to the number of bereavement days during such vacation. This clause shall not require the payment of bereavement leave for any period of leave (including ordinary rotation) during which the employee would not have been scheduled to work.

11.07 Individual employees, after the probationary period and with the Company's consent in writing, may obtain a leave of absence, without pay, when in the Site Services Superintendent's opinion, conditions warrant it and Site conditions permit.

11.08 The Company will provide its answer to leave of absence requests made more than one work rotation in advanced, one week before the date the leave is requested to commence.



ARTICLE 12 – SENIORITY

- 12.01** Seniority shall mean length of service from the first day of work with the Employer, upon successful completion of the probationary period. In the event two or more employees have the same seniority start date, it shall be determined by employee payroll number the lowest number being more senior.
- 12.02** The seniority list will be posted on the bulletin boards in April and October of each year. A copy of the list shall also be provided to the Union. Employees shall have thirty (30) days after posting to protest in writing any errors or omissions. The onus of proof of any claims or error lies with the employee; however, the Company will cooperate with the employee in providing records and all proven inaccuracies will be corrected.
- 12.03** An employee shall forfeit his seniority and be removed from the seniority list and be considered terminated for the following reasons:
- (1) The employee voluntarily terminates his employment;
 - (2) The employee is discharged and is not reinstated pursuant to the grievance and arbitration procedure;
 - (3) The employee is recalled to work from layoff and does not return to work within five (5) calendar days, or fourteen (14) days if employed elsewhere, of telephone notice or of when the notice would have been delivered to the last known address;
 - (4) The employee fails to return to work upon expiration of a leave of absence granted by the Company or any mutually agreed upon extension; or
 - (5) The employee is laid off in excess of thirty-six (36) months.

Filling of Vacancies

- 12.04** When a vacancy occurs or a new position is created within the bargaining unit, and the Company decides to fill such vacancy or new position, it shall be posted internally for a period of sixteen (16) calendar days, during which time applications may be received. These provisions do not apply to job progressions. **Employees shall provide at least one working rotation notice of quit or retirement.**
- 12.05** The Company shall award the position to the candidate meeting the standards for the position in the Order of Preference. Where the Order of Preference status of candidates is equal, the senior employee shall be awarded the position.
- 12.06** The standards established by the Employer for the position shall include qualifications, work experience, skill, ability, and training.



12.07 The Order of Preference to be followed in awarding positions to candidates meeting the standards for the position is as follows:

- (1) Labrador Innu and Labrador Inuit candidates who are members of the Torngait Services Inc. bargaining unit;
- (2) Labrador Innu and Labrador Inuit external candidates who are employed at the Voisey's Bay Site (new hire);
- (3) Labrador Innu and Labrador Inuit candidates who are external applicants (new hire);
- (4) **Labradorian** candidates who are members of the Torngait Services Inc. bargaining unit;
- (5) **Labradorian** external candidates who are employed at the Voisey's Bay Site (new hire);
- (6) **Labradorian** candidates who are external applicants (new hire);
- (7) Other candidates who are members of the Torngait Services Inc. bargaining unit;
- (8) Other external candidates who are employed at the Voisey's Bay Site (new hire);
- (9) Other candidates who are external applicants (new hire).

For greater certainty, persons who occupy preference status (2), (3), (5), (6), (8), and (9), and who are identified above as "new hires," shall enter this bargaining unit as new employees and shall not be entitled to seniority credit for time they may have spent in other Steelworker bargaining units.

12.08 Competency training to expand an employee's work scope within a job progression will be offered at each progression level in Order of Preference within the bargaining unit, subject to the employee being able to perform the work required.

12.09 Employees appointed to a new position shall be subject to a trial period in the new position of two full working rotations at Site. In the event that the employee proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new position, he/she shall return to his/her former position, wage, or salary rate and without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position, wage, or salary rate, and without loss of seniority. The parties may mutually agree, in writing, to extend the trial period. Where an employee fails to successfully complete a trial period, or voluntarily reverts to his/her former position prior to completion of the trial period, the employee will not be permitted to be considered for the same position for a period of at least twelve (12) months.



Layoff and Recall

- 12.10** Layoffs shall be done by classification beginning with the most junior employee in the classification. Such layoffs shall be done in reverse Order of Preference within the bargaining unit. Where the preference status of the affected employees is equal, it shall be done in reverse order of seniority.
- 12.11** All layoffs are subject to the requirement that the remaining employees have the qualifications, work experience, skill, ability, and training to perform the work.
- 12.12** The employee to be laid off may elect to bump the most junior employee in the lowest paid **Classification**, subject to the following:
- (1) The employee has the qualifications, work experience, skill, ability, and training to perform the work, or to acquire same within seven (7) work days of on-the-job familiarization and training;
 - (2) The employee is more senior; and
 - (3) It does not violate the Order of Preference within the bargaining unit.
- The displaced employee will be laid off.
- 12.13** Recall shall be done according to the Order of Preference within the bargaining unit and where preference status of the employees to be recalled is equal, it shall be done in order of seniority. The recall of any employee is subject to the employee having the qualifications, work experience, skill, ability, and training to perform the work.
- 12.14** The Company may recall employees through notification by phone. Inability to make contact by phone requires the Company to provide notice by registered mail to their last known address. It is the responsibility of the employee to keep the Company informed of his/her current address and telephone number. When recalled by mail, the employee must contact the human resources administrator of the Company to make arrangements as to when the next available rotation will be, should his position have been temporarily filled by another employee while awaiting contact with the human resources administrator of the Company.
- 12.15** An employee who refuses to recall to work full time in his original position shall be deemed to have resigned voluntarily, shall lose his/her seniority, and his/her name shall be removed from the seniority list.

ARTICLE 13 – PROMOTIONS OUTSIDE THE BARGAINING UNIT

- 13.01** Any employee promoted to a Tormgait Services Inc. position outside the bargaining unit shall maintain his/her seniority for a period of up to six (6) months cumulatively in any eighteen (18) month period, during which he/she shall continue to pay Union dues. If the employee returns to the bargaining unit within that period, he/she shall be reinstated with seniority unaffected. If the employee



does not return within that period, such promoted employee shall lose all bargaining unit seniority.

ARTICLE 14 – HOURS OF WORK

- 14.01** The Site normally operates 365 days per year, 24 hours per day, currently with two, twelve (12) hour shifts comprised of day and night shifts. It is hereby expressly understood that the provisions of this Article are intended to provide a basis of calculating time worked and shall not be construed to be a guarantee neither as to the hours of work per week, nor as to working schedules, which shall be determined by the Company.
- 14.02** In the event the Company changes the operational requirements that impact on the normal hours of work, then the hours of work and schedule may be revised and shall also be used to determine the threshold for payment of overtime.
- 14.03** Based on the current schedule, employees work a 168 hour rotation normally comprised of twelve (12) hours a day.
- 14.04** Breaks and Meal Periods
- (1) All employees will be given two (2) breaks and one (1) meal period during each shift, not to exceed one (1) hour; this one (1) hour does not include reasonable travel and wash-up time which will be kept to a minimum. All workers will be provided a suitable place with washroom facilities determined and approved by the Employer in order for them to take their breaks and meals. The break time will be approximately $\frac{1}{4}$ and $\frac{3}{4}$ of the way through their shift; their meal period will be approximately $\frac{1}{2}$ way through their shift, with some reasonable allowance for maintaining operations.
 - (2) Any employee not able to, due to the nature of the job as determined by the Employer, take their breaks or meal period, or any employee asked and agreed to work through these times, will be paid at the overtime premium for that time.
 - (3) Break and meal periods scheduled during an employee's shift including related travel and wash-up time will be considered worked time.
 - (4) Time worked will be calculated in units by rounding up to the next one-half ($\frac{1}{2}$) hour.
 - (5) Where employees are required to work at least two (2) hours beyond their normal twelve (12) hour shift, they will be provided a $\frac{1}{2}$ hour paid meal break near the end of the normal day. Prior to the end of the shift, such employees will be provided with the clean up and transport time to the mess with the intent that the meal period will be limited to $\frac{1}{2}$ hour.
- 14.05** The schedule may provide for flexible starting times of work. Scheduling of daily working hours shall be made by the Company and may be changed from time to



time to suit varying conditions of business, inclement weather, and aircraft availability.

- 14.06** Except for Day 1 of the rotation at Site, employees are to commence and complete their shift at the Employer's designated work area.
- 14.07** On Day 1 of the rotation at Site, employees shall report to work within one (1) hour of security check-in following arrival at Site in order to be eligible for regular pay under clause 14.08. Any employee delayed beyond that period for reasons beyond his/her control shall not lose regular pay.
- 14.08** Based on the current rotation, day shift employees' pay at regular hourly rates shall begin at the scheduled shift commencement for day shift on Day 1 (which also is the travel day into Site), and shall continue for the fourteen (14) consecutive scheduled and worked shifts, ending on Day 14.
- 14.09** For night shift employees, regular hours shall begin at the scheduled shift commencement on the night of Day 1 and shall continue for the fourteen (14) consecutive shifts, ending on the morning of Day 15.
- 14.10** If operating conditions require, an employee's day/night shift schedule may be altered by the Site Services Superintendent during the employee's current rotation. Alterations will be arranged in a reasonable manner and every effort will be made by the Site Services Superintendent to keep such alterations to a minimum, consistent with operating requirements.
- 14.11** If an employee, while returning to his/her work rotation from leave or from his/her rotation out, is detained for any reason beyond the Employer's and employee's control upon arrival at the Company designated employee pick-up point (e.g., inclement weather, aircraft mechanical), the Employer shall pay the employee for all waiting time commencing with the employee's normally scheduled start time at Site and thereafter based on the employee's regular daily work schedule. This clause is not operative if the provisions of clause 14.07 apply to the employee.
- 14.12** Night shift employees are entitled to a six (6) hour rest period from security check-in prior to reporting for work on Day 1 for his/her regular rotation.
- 14.13** Employees working night shift who have completed their shift at 6am on their scheduled departure day but whose departure is cancelled after 2PM shall be entitled to a six(6) hour rest period before reporting for the night shift on that day.
- 14.14** For Day 15 when his/her turnaround occurs, any hours required to be worked by the employee following completion of his/her regular rotation at Site shall be paid overtime. The Company allows all employees two (2) hours unpaid preparation time to clean up and be at the plane departure point.



14.15 Travel time is not considered time worked, and it is specifically understood that this provision shall not be interpreted to conflict with any express term in this Agreement.

Overtime

14.16 Overtime shall be approved and scheduled by the Employer.

14.17 Overtime shall be calculated in increments of one-half (½) hour periods.

14.18 Overtime at the rate of time and one-half (1.5) the employee's regular rate shall be paid for all hours worked in excess of:

- (1) Twelve (12) hours per day;
- (2) One hundred sixty-eight (168) hours per two week rotation; and
- (3) Any hours required to be worked by the employee on Day 15 pursuant to Article **14.14** above.

14.19 (a) An employee not given notice prior to arrival on Site that they are on night shift will be paid the first shift at the overtime rate.

(b) An employee required by the Employer to change his/her schedule for the remainder of the rotation from days to nights or nights to days without having eight (8) hours rest between shift change will be paid that first shift at the overtime rate. The employee so required to leave their shift to rest the required eight (8) hours between this shift change will receive their regular base pay for the shift not completed.

14.20 Time worked on a call out shall be paid for work performed at one and one-half (1 ½) times his/her applicable hourly rate, or at least four one and one-half (4 ½) hours at his/her hourly rate, whichever is the greater.

14.21 In recognition of an employee's reporting obligations for his/her night shift on Day 1 following arrival at Site, the last five (5) hours of the employee's regular night shift on Day 1 shall be paid at the rate of time and one-half the employee's regular hourly rate.

14.22 Scheduled overtime means overtime not resulting from a call-out.

Scheduled overtime shall be offered equitably in rotation to employees who are then currently qualified to perform the work required in their trade skill, or one of them.

An employee who declines overtime will be deemed to have had that overtime period included in the calculations for the purpose of assessing whether the available scheduled overtime has been distributed "equitably." For this purpose, the Employer will maintain a record of scheduled overtime distribution that may



be viewed by the Shop Steward on request. Overtime distribution records shall be reviewed monthly by the Employer to monitor equitable distribution and set a priority to those viewed as falling behind. The distribution record shall reset to zero for all employees at the start of each calendar year. On a monthly basis, the Union will be provided with the overtime distribution records and the priority list established by the Company.

In the event that all qualified employees indicate a desire not to work a period of scheduled overtime, then the Employer may direct those qualified to perform the required work in reverse order of Seniority.

In the event the Employer errs in distribution that would lead to a grievance with an expectation on the part of the Employer that it ought to be accepted or is found to be allowed then the only remedy shall be a remedy in kind consisting of the next overtime opportunity being made available to the individual(s) in question.

Only scheduled overtime shall be subject to this clause, overtime such as by call-out, the 15th day, night shift on Day 1, shutdown volunteer work overtime, etc. shall not be considered scheduled overtime for the purposes of this provision.

A new employee shall be placed on this overtime list as if he/she had the average opportunities for overtime that the group available for overtime have.

- 14.23** There shall be no pyramiding of any overtime or premium pay.

ARTICLE 15 – WAGES & BENEFITS

- 15.01** Employees shall be paid the applicable wage rates as shown in Appendix "A" attached to and forming part of this Agreement.
- 15.02** Wages shall be paid weekly and in accordance with the smoothing practice (i.e., straight time hours worked divided by 4 with overtime and missed straight time hours added or subtracted in the pay period closest to the applicable event).
- 15.03** Employee wages shall be paid by direct deposit to the employee's choice of financial institution.
- 15.04** A statement of hours worked, earnings, and deductions shall be provided to the employee.
- 15.05** When an employee is laid off or terminated, the Company shall pay the employee at the end of the next regular pay period all wages earned by the employee, excluding authorized and statutory deductions.

- 15.06** Cost of Living

A cluster of handwritten signatures and initials in black ink. At the top left is a large, stylized signature that appears to begin with 'J' or 'E'. To its right is a smaller signature that looks like 'Hans'. Below these are several smaller initials and names: 'fb', 'D', 'Dm' (at the bottom right). The handwriting is cursive and somewhat overlapping.

The Employer will adjust the wage rates set out in Schedule "A" by a Cost of Living Adjustment equal to any future Cost of Living Adjustment applied on the Site to the owner's work force with each such adjustment being applied to the Schedule "A" rates effective as of the adjustment date used by the owner for their on-Site employees, but paid on the first payroll run occurring 30 days following the effective date the COLA amount is paid to those employees.

The parties have agreed that the application of COLA changes will be as outlined in the Interpretation Appendix "C." The COLA under provisions of the agreement for the period from January 2009 through the Fourth Quarter of 2010 has been established as \$0.62. The Company will adjust the current wage rates by rolling in the \$0.62 COLA to become effective on ratification by the parties. The \$0.20 payable on the hours between October 23, 2010 and February 28, 2011 will be paid separately after ratification.

15.07 Health and Extended Benefits, Pension Plans

- (1) The Company agrees that during the term of this Agreement, they will continue to, through an insurance scheme, provide group health and other benefits paid 100 percent by the Company to age 65. The Company shall continue the current practice of allowing employees, at their sole discretion and cost, to purchase additional coverage as permitted by the plans.

In all cases respecting group benefits provided by the Company through insurers, the parties hereto are bound by the terms of the policy(s) of insurance purchased to support the benefits. Any and all disputes with respect to the eligibility for benefits or access to the Plan(s) must be resolved under the resolution processes in the policy(s) of insurance.

- (2) The Company will maintain a defined contribution Pension Plan for its employees through the life of this Agreement and contribute 8% of the employees' pensionable earnings to the Plan in the employees name without the employee being required to contribute. The terms of the master policy containing the Pension Plan shall govern in all instances including dispute resolution in substitution of the Grievance and Arbitration procedure herein. Employees shall have no right to make an early withdrawal of pension amounts contributed by the employer until normal retirement under the Plan or loss of employment after the vesting period as may be provided for under the Plan. . "Pensionable earnings" is defined as Base Pay (straight time hours worked plus hours of vacation earned multiplied by the applicable hourly rate but before income tax, CPP and EI premiums are deducted).
- (3) The Company will also provide a Matched Contribution Retirement Savings Plan under a Group RRSP specified contribution basis as follows:



The image shows two handwritten signatures. The first signature on the left is a stylized, cursive name, likely belonging to the Company representative. The second signature on the right is a stylized, cursive name, likely belonging to the Employee representative. Both signatures are written in black ink on a white background.

THE COMPANY WILL MATCH EMPLOYEE CONTRIBUTIONS OF EITHER 2%, 3%, 4%, 5% OR 6% BASED ON THE BETTER OF EITHER AGE OR SERVICE CRITERIA AS FOLLOWS:

UNDER AGE 40 WITH LESS THAN 15 YRS = 50% OF THE PERCENTAGE CONTRIBUTED

AGE 40 TO 44 OR 15 TO 19 YRS = 66.7% OF THE PERCENTAGE CONTRIBUTED

AGE 45 TO 49 OR 20 TO 24 YRS = 70% OF THE PERCENTAGE CONTRIBUTED

AGE 50 TO 54 OR 25 TO 29 YRS = 75% OF THE PERCENTAGE CONTRIBUTED

AGE 55 TO 59 OR 30 TO 34 YRS = 80% OF THE PERCENTAGE CONTRIBUTED

AGE 60 TO 61 OR 35 TO 36 YRS = 90% OF THE PERCENTAGE CONTRIBUTED

AGE 62 + OR 37 OR MORE YRS = 100% OF THE PERCENTAGE CONTRIBUTED

ARTICLE 16 – HOLIDAYS

16.01 The following are recognized as holidays:

New Year's Day
Good Friday
Victoria Day
National Aboriginal Day
Canada Day
Civic Holiday (1st Monday in August)
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day
Family Day*

For the purposes of calculating hours worked on a holiday, the holiday shall start on the dayshift and run for a twenty-four (24) hour period.

***Family Day must be treated as observed in lieu of any additional public holiday or statutory holiday that may be declared to be observed in the Province**



of Newfoundland and Labrador whether arising under this or any renewal of this agreement and Family Day will be observed on the same dates as observed on the site.”

- 16.02** Employees who work on a designated statutory holiday shall receive, in addition to their regular pay for the shift, one and one-half (1.5) times their regular pay for all hours worked on the statutory holiday.
- 16.03** Employees who are traveling out on Day 15, or are already on a rotation out from Site when a statutory holiday occurs, shall receive one (1) days' regular pay.
- 16.04** An employee will not be paid for a holiday if he/she:
- (1) Is on leave of absence without pay;
 - (2) Is scheduled to work on a paid holiday and fails to report for and perform the work;
 - (3) Is collecting Workers' Compensation benefits or any disability benefits for non-occupational sickness or injury; or
 - (4) Is on lay-off.

ARTICLE 17 – UNION ACCESS AT SITE

- 17.01** Up to two (2) duly authorized staff representatives of the Union shall have reasonable access, upon request, to the Voisey's Bay Site for the purposes of adjusting grievances, discussion of disputes, and administering the terms of this Agreement. The staff representatives shall notify the Company's human resources representative of his/her intended visit and/or intended meetings with Company officials or Company employees with as much notice as reasonably possible, and shall, while on Site, be subject to and comply with all rules of VALE and the Company. The staff representatives shall contact the Company's human resources representative prior to his or her arrival to make all necessary arrangements for access, and shall be subject to travel and accommodation availability as determined by VALE. The Union agrees and affirms that the duties and productivity of the employees shall not be interfered with or impeded by reason of the staff representatives' presence at the Site.

ARTICLE 18 – PERSONAL PROTECTIVE EQUIPMENT

- 18.01** Where the nature of the work or working conditions requires an employee to have Personal Protective Equipment (PPE), the Employer will provide and the employee shall wear or use the PPE which is determined by the Employer as required to safely perform the work. A list of such PPE provided as required in accordance with this Article is attached in Appendix "B."
- 18.02** Safety footwear and prescription safety eyeglasses will be reimbursed to a maximum amount of one hundred fifty dollars (\$150.00) annually for safety



footwear, and up to one hundred percent (100%) coverage for prescription safety glasses annually, within the range of approved eyewear established by the Company and subject to the provision of receipts.

- 18.03** The Site Services Superintendent approval is required prior to procurement and replacement of PPE provided by the Company.
- 18.04** It shall be the responsibility of the employee to care for the PPE issued, and to return all PPE to the Employer upon termination of his/her employment.

ARTICLE 19 – ESTABLISHMENT OF NEW POSITIONS IN UNIT

- 19.01** In the event a new position or progression is established that falls within the scope of the bargaining unit, the Company and the Union will meet to discuss the applicable wage rate. If agreement cannot be reached on the wage rate to be applied, the matter may be submitted to arbitration for a determination.

ARTICLE 20 – VACATION

- 20.01** The vacation year is the calendar year January 1 through December 31.

- 20.02** Vacations are granted on a seniority basis.

Vacation requests are to be submitted by the end of November and the vacation schedule posted by the end of December for the coming year. Any vacation requested after the end of December will be done on a first come, first serve basis.

- 20.03** A copy of the posted vacation schedule will be forwarded to the Union office.
- 20.04** Vacations with pay are earned by time worked in a calendar year based upon the level of vacation available to an employee based upon service.

Employees' entitlement to earn a period of vacation shall be determined in accordance with the following table:

From 1 day of service to 36 months of service:	84 Hours of pay with 7 days off
After 36 months of service to 20 years of service:	168 hours of pay with 14 days off
After 20 years of service:	252 hours of pay with 21 days off

An employee's vacation pay will be pro-rated for absences for any reason in excess of thirty (30) days cumulative in the calendar year (excluding leaves of absence granted to employees for Union business not exceeding one (1) year). There shall be no right to take vacation pay and continue to work except in exceptional circumstances required by the Company to maintain service to the owner.



ARTICLE 21 – STEELWORKERS HUMANITY FUND

- 21.01** The Steelworkers Humanity Fund is a charitable organization which provides emergency food aid and assistance in response to international humanitarian disasters, supports food banks in Canada, and funds international development projects and development education.
- 21.02** The Company agrees to deduct One Dollar (\$1.00) each pay period from the wages of all employees in the bargaining unit, and prior to the 15th day of the following month remit the amount deducted to the “Steelworkers Humanity Fund” at the National Office of the Union, 8th Floor, 234 Eglinton Avenue East, Toronto, Ontario, M4P 1K7.
- 21.03** The Company agrees to provide the Humanity Fund with the names of all employees for whom deductions have been made, together with the amount deducted. The Company agrees to report the amount of the employee contribution on the employee’s annual T-4 as a charitable contribution.
- 21.04** It is understood and agreed that participation by any employee in the program of deductions for the Humanity Fund may be discontinued by an employee after receipt, by the Company and the Local Union, of a written request to discontinue participation from the employee.

ARTICLE 22 – CONTRACTING

- 22.01** It is the Company’s intention and desire to manage its business in a manner that provides continuous employment for employees at Site. The Company will not use contractors for the sole purpose of reducing the compliment of employees within the bargaining unit.

ARTICLE 23 – NO STRIKE OR LOCKOUT

- 23.01** In view of the orderly procedures established by this Agreement for the settlement of disputes and the handling of grievances, the Union agrees that during the life of this Agreement, neither the Union nor any employee(s) shall in any way declare, encourage, authorize, or engage in any strike, sit-down, or any suspension of work of any kind, nor shall the Company engage in any lockout of employees. The term “strike” and “lockout” shall have the same meaning as provided for under the Labour Relations Act, RSN 1990, c.L-1.

ARTICLE 24 – BULLETIN BOARDS

- 24.01** A bulletin board will be provided by the Company for the posting of Union Notices respecting the business of the Local provided that notices or postings that are offensive, in poor taste, have sexual connotation, designed to ridicule, or which are of a character designed to damage or impugn the reputation of any person, shall be removed.



ARTICLE 25 – AUTHORITY

- 25.01** United Steelworkers and its officers agree that they have authority from the members of the said Union to enter into this Agreement, and agree that this Agreement shall be binding upon its members.
- 25.02** This Agreement is entered into by the Union on its own behalf and on behalf of all employees.

ARTICLE 26 – CLASSIFICATIONS AND PROGRESSION

- 26.01** TSI has five (5) defined classifications which create a line of progression from the lower skill level to the highest skill level. The classification and initial skill levels are set out below:
 - (1) Level I – Qualified to operate Ship-Loader with three (3) or more pieces of equipment assigned for the Mine Mill Site. Boom Truck Operator, Container Stacker (40-T Reach Stacker), and Crusher Operator will be classed as Level I, and will be required to operate other equipment when that primary piece of equipment is not in operation. Employees may require special training to operate other equipment that will be provided as requested.
 - (2) Level II – Qualified to operate 325L-Excavator and 14H Motor Grader, Concentrate Hauler, Telehandler, Tire Loader Series 988, Tractor Trailer/Fuel Hauler and Load Out Hopper/Conveyor.
 - (3) Level III – Qualified to operate the Wheel Loader (except Series 988), Receiving Room Operator, 420 Backhoe, and Cat D6 Dozer.
 - (4) Level IV – Qualified to operate Skid Steer Loader, Incinerator Operator, Forklift, Vacuum Truck, or 3-axle single vehicle (except semis).
 - (5) Level V – Service Crew – a new employee hired with no relevant experience; initially involved in general duties associated with an operating mine Site services such as aircraft offloading, cargo handling, and other related support activities.
- 26.02** Placement and progression within the line of progression shall apply as follows:

Movement within the line of progression.

Movement within the line of progression is from the entry level classification upward through the Level I classification. The movement will take place in accordance with operating needs and as operating conditions and staffing levels allow. Allowing enough time to satisfy the level requirements, employees will be given the opportunity to progress.



Progression to higher levels will require qualifications on specific pieces of equipment. Qualification will require satisfactory completion of defined classroom instruction, practical experience, and demonstrated competency. A qualified employee will not be moved to a higher level until a vacancy exists at such higher level and he/she is awarded such position.

Training provided by other than manufacturer representatives or supervisors shall ordinarily be done through qualified bargaining unit members or contractors for training who would be bound by the terms of this Agreement.

- 26.03** There are currently two(2) additional classifications outside the line of progression which are:
- (1) Journeyman Crane Operator
 - (2) Water and Sewer Operators (who have own stand alone system Operator 2 and Operator 1).

ARTICLE 27 – COMPLETE AGREEMENT

- 27.01** This Agreement is the complete and entire agreement between the parties, and supersedes or replaces any past practices contrary to the terms of this Agreement.
- 27.02** Wherever the masculine gender appears in this Agreement, it shall also mean the feminine gender, unless the context requires otherwise.

ARTICLE 28 – INCENTIVE BONUS PLAN

- 28.01** The Company agrees to implement a new Incentive Bonus Program (IBP) for its employees employed at the mine Site. The IBP as set out below is designed to provide an opportunity for employees to receive up to 25% of their individual Base Salary on an annual basis and paid in the first quarter of the next calendar year after the year the bonus is declared.
- 28.02** The IBP payment will be calculated and paid out in the first quarter as an annual bonus expressed as a percentage of base pay earned in the previous calendar year for all hours worked (including paid vacation hours).
- 28.03** Employees will receive, as a performance incentive bonus of up to 25% of the individual's Base Salary earned stated above as calculated from the following factors;
- (A) Performance bonus achieved under the Torngait Services Inc. Commercial Agreement for work on the site as determined under that agreement annually where the maximum payout is 12.5% of the Base Salary earned; plus



- (B) An amount up to 5% of base salary earned calculated on a sliding scale based on the average Overall Equipment Effectiveness (OEE) percentage attained by the Company in the calendar year, plus
- (C) An amount up to 2.5% equal to the total Key Performance Indicator (KPI) as set out more specifically below plus
- (D) An amount of up to 2.5% of the Base Salary earned. Ship Loading Efficiency based on clause 28.06 factors plus
- (E) An amount up to 2.5% of the Base Salary earned based on the Quality of Concentrate considering the following factors:
 - (i) Nickel in Copper concentrate; = 0.25% of the Base Salary earned;
 - (ii) Nickel to copper ratio in high grade concentrate; = 0.563% of the Base Salary earned;
 - (iii) Combined Nickel concentrate Nickel Grade 1 = 0.563% of the Base Salary earned;
 - (iv) Nickel recovery to high-grade nickel concentrate = 0.563% of the Base Salary earned;
 - (v) Copper recovery to copper concentrate = 0.563% of the Base Salary earned;

Overall Equipment Effectiveness Factor

28.04 OEE is an industry standard measurement of how the machines, production lines, or processes are performing.

OEE is calculated based on:

- (1) Overall Availability (Run time of the equipment);
- (2) Efficiency (Amount of ore processed in the mill);
- (3) Yield (Tons recovered from ore put into mill).

OEE is reported by VALE to the Companies and is reported as a % efficient. The rating achieved as % efficient determines where on the scale from 0 to 5 the OEE factor is established. The higher up the scale the higher the percentage of the available 5% of base rate is achieved. A "0" means no bonus or 0% on that factor while a "5" means 5% of the available 12.5% of base salary earned that can be

Dm

 ABW

achieved under a combination of factors B,C,D and E.

28.05

The Key Performance Indicator is:

Equipment availability

The Key Performance Indicator shall represent 2.5% of the 12.5% achievable under factors B, C, D and E of the IBP.

Earning The KPI

Site Services are responsible for operation of mobile production equipment and with the care and control of that equipment is the ongoing requirement to act responsibly in the care and control. The failure to do so reduces the equipment availability to production and increases the repair or servicing requirements performed by Vale employees. Vale and TSI employees are interdependent on each other to perform their respective duties to the best standards. In that regard mobile equipment availability will be measured 2.5% of the available 12.5%. Base salary earned will be dependent on the actual % of the mobile equipment availability measured for the site and provided to TSI.

Currently (during the previous agreement) mobile equipment availability has been measured at 80 – 82%. Therefore, achieving the following annual % availability will result in the corresponding percentage of base salary earned.

85% or greater	2.5%
82.5% – 84.9%	2.0%
80% – 82.4%	1.5%
77.5% - 77.9%	1.0%
75% - 77.4%	0.5%
<75%	-0%



Handwritten signatures of JHS, QB, PD, and DR are present at the bottom right of the page.

Ship Loading Efficiency

28.06 The standard time from tie up of a concentrate carrier to loaded for departure (whether or not the ship actually departs) is established for the term of this agreement to be 3.5 days. The amount of actual time taken from tie up of a concentrate carrier to loaded for departure (whether or not it departs) will be set against the standard 3.5 days. The % of KPI earned will be in accordance with the following: Agree

- (a) If the average days taken to load concentrate ships in the year is 3.5 days or less the employees will have earned 2.5%;
- (b) If the average days taken to load concentrate ships in the year is greater than 3.5 days up to 4.0 days the employees will have earned 2%.
- (c) If the average days taken to load concentrate ships in the year is greater than 4.0 days up to 4.5 days the employees will have earned 1.5%.
- (d) If the average days taken to load concentrate ships in the year is greater than 4.5 days up to 5.0 days the employees will have earned 1.0%.
- (e) If the average days taken to load concentrate ships in the year is greater than 5.0 up to 5.5 days the employees will have earned 0.5%.
- (f) If the average days taken to load concentrate ships in the year is greater than 5.5 days the employees will have earned 0%.

28.07 The combination of factors A, B, C, D and E shall be totalled to determine the ratio of % achieved to the maximum cap of 25% of Base Salary earned, If the minimum % of 2.5% is achieved on the total of factors B, C, D and E the employee will receive an incentive bonus equal to the total % achieved for the total of the factors A, B, C, D and E subject to the General Rules below.

General Rules

Eligible Earnings for the Bonus are the employee's applicable hourly rate on the last day of the Bonus period (December 31st) multiplied by the employee's regular non-overtime hours worked and his/her vacation hours during the Bonus period ("Base Salary earned") To be eligible the employee must be in the employ of the Company as at the date the bonus is paid.

HMS · MB · M · DM

If an employee voluntarily resigns prior to the end of the Bonus period, the full award is forfeited. If an employee works for the full Bonus period (i.e. January 1 to December 31) and dies or retires prior to the payment of the Bonus, the Bonus will be paid to the employee on the scheduled payment date.

The Bonus payment will be paid annually, in the first quarter of the year following the Bonus period.

Only regular full-time employees who have completed at least one full calendar month of employment in the Bonus period are eligible to participate in the Bonus for that year.

Targets for each specific factors in A, B, C, D and E are established under the commercial arrangements based on the annual plan for the respective components.

ARTICLE 29 – SHIFT PREMIUM

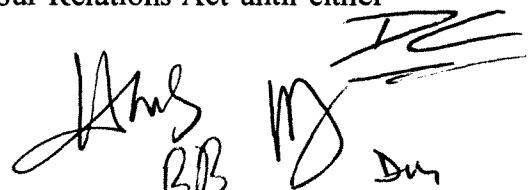
A night shift premium of (\$0.30) will be paid for all straight time hours worked on regularly scheduled night shift. For certainty the night shift hours referenced in clause 14.21 (i.e. the last five (5) hours subject to the rate of time and one half the employee's regular hourly rate shall not be subject to the night shift premium) nor will any other hour of pay at overtime or other premium rate be subject to the night shift premium.

ARTICLE 30 – JOB DESCRIPTIONS

- 30.01 Company will provide the prepared job descriptions and any amendments that arise during the term of the Agreement.

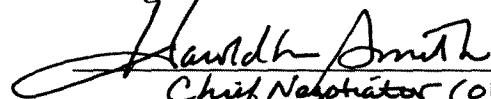
ARTICLE 31– DURATION

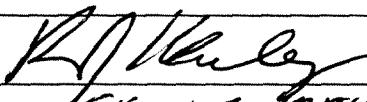
- 31.01 This Agreement shall be effective from date of signing, 2011, and remain in force to December 31, 2014.
- 31.02 This Agreement shall automatically renew itself from year to year unless notice is given by one party to the other not more than one hundred twenty (120) days, and not less than ninety (90) days, prior to the expiry or anniversary date of its expiry of a desire to amend this Agreement.
- 31.03 If, pursuant to such negotiations, an Agreement is not reached on the renewal or amendment of the Agreement prior to the current expiration date, the Agreement shall continue in effect in accordance with the terms of the Labour Relations Act until either

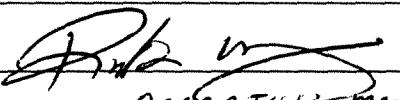


party is in a lawful strike/lockout position.

Torngait Services Limited


Harold Smith
Chief Negotiator (original)


R.J. Kelly
General Manager


Rob W.
Operations Manager

United Steelworkers



Danie Coates


Jim McLean

Appendix A

WAGES

Current	Effective date of Ratification	Plus COLA
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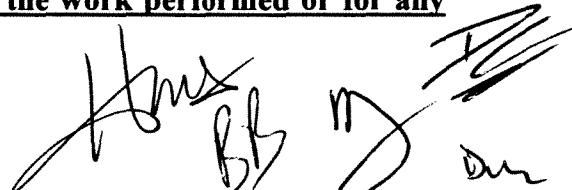
Year 1 + \$0.20 \$0.62	+COLA	Year 2	Year 3	Year 4
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Crane	\$29.79	\$30.61	\$30.81	\$31.01	\$31.21
Operator JP					
Water&Sewer	\$27.79	\$29.61	\$29.81	\$30.01	\$30.21
Operator I*					
Water&Sewer	\$27.79	\$29.11	\$29.31	\$29.51	\$29.71
Operator II					
Level 1	\$27.79	\$28.61	\$28.81	\$29.01	\$29.21
Level 2	\$26.79	\$27.61	\$27.81	\$28.01	\$28.21
Level 3	\$25.79	\$26.61	\$26.81	\$27.01	\$27.21
Level 4	\$24.74	\$25.56	\$25.76	\$25.96	\$26.16
Level 5	\$22.79	\$23.61	\$23.81	\$24.01	\$24.01

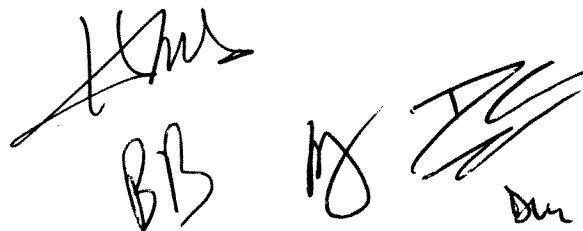
*Required to provide on the job training as part of the rate including attestation of work experience of trainees.

REMOTE SITE WORKING PREMIUM

The Company will in addition to the above general increases pay a Remote Site Working Premium equivalent to 10% of the Straight Time hourly wage set out above and paid on each payday to each employee tied, only for calculation purposes, to each regular straight time hour scheduled and actually worked at the mine and/or concentrator site of VALE at Voisey's Bay as well as each vacation hour taken within the period of the calculation. This Premium is paid in recognition of the unique challenges of working at a remote isolated northern mine site without a road to the outside and as such will be reported separately at time of payment. Any payments of same shall not be treated as wages for the work performed or for any purposes of the Labour Standards Act.



This premium is not to be pyramided or combined with any other premium or overtime rate and does not include either of such items paid as part of an employee's total wage package. Moreover it shall not be considered pensionable earnings for any purpose or benefit under this agreement nor the documents referenced herein.



Handwritten signatures and initials are present above the signature line. From left to right, there are three distinct signatures. The first signature is a stylized 'H' followed by 'W'. Below this is the initial 'BB'. To the right is another signature, which appears to be 'J' followed by 'T', with the suffix 'dm' written below it.

Appendix B

PERSONAL PROTECTIVE EQUIPMENT (“PPE”)

The PPE will be as from time to time determined given the nature of the job function and location of the duties issued without charge to the employee. The current listing of PPE will be included in the formal agreement version of the Collective Agreement.



Appendix C

The Following demonstrates the interpretation of Article 15.06, in particular how the COLA is paid to employees.

The intent of clause 15.06 is to ensure that the COLA amount paid by VALE to VALE employees in any quarter is also paid by the Company to our employees in that quarter, and to increase the hourly rate annually by the combined quarterly adjustments. The thirty (30) days delay would mean retroactive payment to the date VALE changes are effective. The following is an example as to how the quarterly adjustments and roll-in of COLA generally operate.

The COLA is calculated for each quarter in cents per hour and paid in the following quarter as a separate amount. Where the annual general increase is applied on a specific date, the total amount of COLA calculated as separate amounts to that date is then added to the hourly rate and the separate COLA amounts calculation begins again.

For Example:

If in Quarter One (Jan-Mar) the separate amount of COLA is five cents, then during the following Quarter at the appropriate date, employees will receive an additional five cents for every hour worked in Quarter Two (April-June).

If during Quarter 2 (April-June) another five cents results from the COLA calculation, then in Quarter 3 at the appropriate date, employees will receive that five cents and the five cents from Quarter 1 for a total of ten cents for every hour worked in the third Quarter.

If during Quarter 3 (July-Sept) another five cents results from the COLA calculation, then in Quarter 4 at the appropriate date, employees will receive that five cents and the five cents from each of Quarters 1 and 2, for a total of fifteen cents for every hour worked in the fourth Quarter.

If during Quarter 4 (Oct-Dec) another five cents results from the COLA calculation, then in Quarter 1 at the appropriate date, employees will receive that five cents and the five cents from each of Quarters 1, 2, and 3 for a total of 20 cents per hour rolled in and added to the wage rate with the separate payments eliminated until the cycle develops more such separate COLA payments as described above, and the payment cycle begins again.

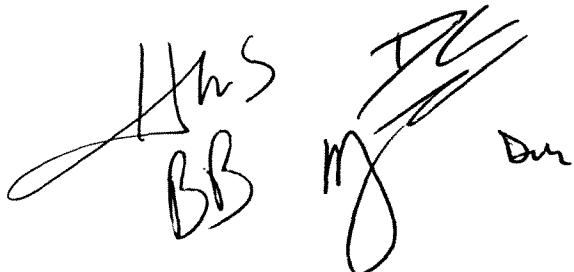
A cluster of handwritten signatures and initials, including "John BB", "JW", and "dm".

LETTER OF UNDERSTANDING – 3/3 CHRISTMAS STAGGER

The Company recognizes that on a two week in / two week out rotation, individual employees may be scheduled to work through the Christmas holidays every year for a prolonged period. To ensure that there is an equitable Christmas schedule for employees, the Employer will require that, on an annual basis, employees work one 3 week in / 3 week out rotation. The regular 84 hours of time worked during the third week will not be eligible for overtime; otherwise, the normal overtime provisions in Article 14 will apply.

The schedule change will occur by classification; the timing of this rotation will be decided by the Operations Manager and communicated to the employees no later than December 31 of the preceding year.

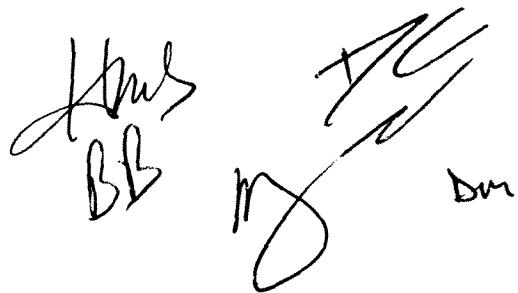
The rotation change will be completed by August 31 each year.



Handwritten signatures of HHS, BB, and DM. The signature 'HHS' is on the left, 'BB' is below it, and 'DM' is on the right. There is also a large, stylized signature that appears to be a combination of initials or a name.

LABRADOR RESIDENTS TRAVEL ALLOWANCE LETTER

An annual Travel Allowance of \$2,000 and an annual Northern Allowance of \$3,500 will be paid, but only to bona fide residents of Labrador.



The image shows three handwritten signatures in black ink. From left to right: 'HHS' (likely initials), 'BB' (likely initials), and 'DM' (likely initials). The signatures are fluid and cursive.

Travel Letter

To: Steelworkers Local 6480

Dear Sirs:

During the currency of its commercial contract with **VALE**, TSI has access to the transportation system offered by **VALE** to its properties at Voisey's Bay. For the current Agreement, the following understandings will be applied to employees of TSI.

Weather Delays: If an employee, while returning to Site from leave, is detained for reasons of weather or mechanical breakdown upon arrival at the employee's designated Pick-up-Point, the Company will pay the employee for all waiting time (max 12 hours per scheduled day) commencing with the employee's normally scheduled shift start time at Site and thereafter based on the employee's regular daily work schedule until he/she arrives at Site.

En Route: In the event of delays between a point of origin and the employee's designated Pick-up Point, the Company will pay the following rates in respect of accommodations, meals, and incidentals for employees who reside more than one hundred (100) kilometres from the disembarkation airport:

Meals and Incidentals: \$25.00 in the event of a delay exceeding four (4) hours;
 \$50.00 in the event of flight cancellation

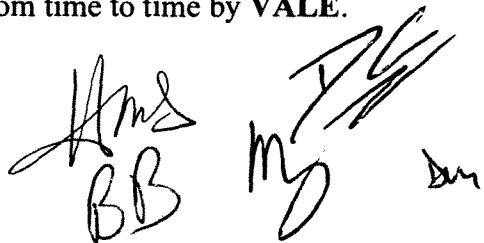
Hotel: Reimbursement for hotel room to a maximum of \$120.00 per night

Travel Expenses:

The Company is required to obtain its air transportation schedules from **VALE** which schedules transportation to the Mine Site. There shall be no cost to the employee for the cost of transportation from a pick-up point and the Mine Site.

The cost of travel between point of origin (disembarkation other than designated pick-up point that a **VALE** sponsored flight originates) to a pick-up point shall be at the current subsidized rate for such travel. The Company pays skills allowance of **100%** of the actual air fare cost from closest airport to residence of employee to Goose Bay (including return), but not exceeding **100%** of the St. John's to Goose Bay (and return) airfare negotiated and available to employees travelling to Site.

The pick-up points are as established from time to time by **VALE**.

Three handwritten signatures are present: 'HMB' with a small 'BB' below it, 'MJD', and 'DMR'.

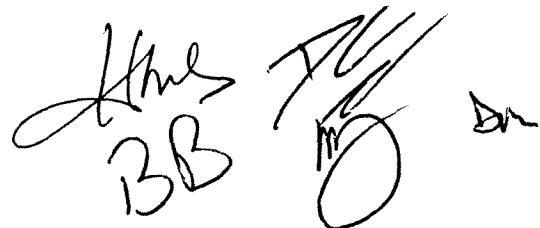
Meal and Accommodation Letter

To: Steelworkers Local 6480

Dear Sirs:

Letter of Understanding – Provisions

Unless otherwise agreed to in writing by the Union, the Company will ensure that its commercial arrangement with VALE (the owner) will provide, at no cost to employees, all on-Site meals, accommodation, and internet and phone access in each room.



Retention Bonus Letter :

The employer will pay to each employee on completion his/her first scheduled rotation after date of signing a Return to Work bonus of \$2000.0 and if that employee completes three (3) more consecutive rotations the Company shall enhance the Return to Work bonus by a further \$2000.00. in the pay period next after the commencement of the fifth (5th) consecutive rotation.



AB MO RL DR