



Collective Bargaining Agreement

September 16, 2008 – September 15, 2011



VALE INCO



Manitoba Operations

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THIS AGREEMENT made as of the 16th day of September 2008;

BETWEEN:

VALE INCO LIMITED,
MANITOBA OPERATIONS, (hereinafter called "the Company")

OF THE FIRST PART

and -

UNITED STEELWORKERS,
LOCAL 6166, (hereinafter called "the Union")

OF THE SECOND PART

WHEREAS by certificate of The Manitoba Labour Board dated the 31st of May, 1962, it was certified that the Union is the properly chosen bargaining agent for all employees of the Company in the Thompson, Manitoba operations except office staff, engineering staff, geological staff, foremen, shift bosses and those excluded by The Manitoba Labour Relations Act.

AND WHEREAS it is the intent and purpose of the Union and the Company to further harmonious industrial relationships between the Company and those employees:

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto hereby agree as follows:

ARTICLE 1 - DEFINITIONS

- 1.01 The expression "basic rate" wherever used in this Agreement shall mean at any time with respect to any employee that straight time rate per hour, (exclusive of all premium pay such as holiday pay, shift premium, Sunday premium and overtime) to which such employee is entitled under the terms of this Agreement in respect of the work which he is performing at such time.
- 1.02 The word "department" wherever used in this Agreement shall mean the departments as set forth in Schedule "A" hereto.

- 1.03 The word “employee” or “employees” wherever used in this Agreement shall mean all employees of the Company in its Thompson and other operations north of the 53rd parallel of latitude in Manitoba except office staff, engineering staff, geological staff, Foremen and those excluded by The Manitoba Labour Relations Act.
- 1.04 Until an employee has worked at least four hundred (400) hours since the date of his most recent hiring he shall be a “probationary employee” and the words “probationary employee” wherever used in this Agreement shall have that meaning.
- 1.05(a) The word “seniority” wherever used in this Agreement shall mean an employee's length of continuous employment with the Company since the date of his most recent hiring, less the periods to be subtracted under Clause 15.20.
- 1.05(b) The word “seniority ranking” wherever used in this Agreement shall mean the relative seniority of an employee to others in the department in which he is then employed.
- 1.06 Whenever the masculine gender appears in this Agreement it shall also mean the feminine gender, unless the context requires otherwise.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 The Union recognizes that it is exclusively the function and right of the Company to direct the working forces and to hire, promote, demote, transfer, suspend or lay off employees, and also the right of the Company to discipline or discharge any employee for just cause.
- 2.02 The Union further recognizes the right of the Company to operate and manage its business in accordance with its commitments and responsibilities. Without limiting the generality of the foregoing, it shall be the sole and exclusive prerogative of the Company to decide on the location of its plants and mines, the products to be mined and/or processed, the schedules of production, the methods of mining and processing used, the number of employees needed by the Company at any time, operating techniques, methods, machinery and equipment, and to exercise jurisdiction over all operations, buildings, machinery and tools.
- 2.03 The Company agrees that any exercise of rights and powers under this Article in conflict with any of the provisions of this Agreement shall be subject to the provisions of the grievance procedure.

ARTICLE 3 - UNION RECOGNITION

- 3.01 The Company recognizes that the Union is the bargaining agent of the employees and has the exclusive authority to bargain collectively on their behalf with respect to rates of pay, hours of work, and terms and conditions of employment of employees as set out in The Labour Relations Act.
- 3.02 Subject to the requirements of operations, (including necessary instruction of employees and any cases of an emergency nature) foremen, supervisors, and other persons employed by the Company but not employees as defined in this Agreement shall not perform work, which is normally done by employees, where employees are reasonably available to do such work.
- 3.03 The Company understands that the Union has a legitimate concern about contracting out because of its effect upon such matters as job security and job opportunity and will therefore use its best efforts to minimize the amount of production or maintenance work to be contracted out.

The Union understands that the Company has a legitimate concern about the efficiency of the operation and that sometimes it is necessary to contract work out.

Accordingly, work may be contracted out if:

- a) it has been consistently performed by contractors in the past; or
- b) qualified Company employees are not available in sufficient numbers to perform the work or when special skills, equipment or tools are required to perform the work; or
- c) it is work of an emergency nature provided, however, that in the case of work of an emergency nature, the Company will, where practicable, give reasonable consideration to the use of employees who have the necessary skills to perform such work.

Some examples of work which will be contracted out are major capital projects, major construction, shaft sinking and related development, and specialized work such as stack inspection and repair.

A joint "Contracting Out Committee" will be established for the purpose of reviewing work currently contracted out and any planned contracting out of work. The Union representatives on the Committee may make recommendations which must be given careful consideration and substantial weight by the Company in its decision making process.

The Contracting Out Committee will consist of the Contracting Out Coordinator from the Local Union who will Co-Chair the committee, a designated Company Contracting Out Co-Chair, and one (1) Company representative and one (1) Union representative from each of the areas as set out in Schedule "H".

The Contracting Out Committee will meet as often as it deems necessary but not less than once each calendar month. In addition, the Company and Union Co-Chairs of the Contracting Out Committee will provide a quarterly update to the Manitoba Operations Executive Steering Committee.

The Company will inform the Union Contracting Out Coordinator as soon as possible that work of an emergency nature is being contracted out. The Company will use its best efforts to keep such work to a minimum.

The Company agrees to provide the Contracting Out Committee with the following information regarding work that is contracted out or work planned to be contracted out: location of the work; type of work to be done; crafts or occupations involved; expected duration; numbers of both contract employees and bargaining unit employees to be used.

The Company will use its best efforts to:

- a) give the Union thirty (30) days notice of work to be contracted out; and
- b) hold a meeting in the first quarter of each year to review contracting out activities from the previous twelve (12) month period and major contracts to be awarded or renewed in the current year; and
- c) review with the Contracting Out Committee vacation and shutdown work to be contracted out prior to a vacation or production shutdown.

If ongoing, sustained need for new skills, not currently available in the Company, is identified, the Company will use its best efforts to train sufficient employees in such skills.

The Union and the Company agree that they will jointly examine means, including but not limited to training, to increase mine development efficiencies by Inco employees, with the intent of increasing the potential for reducing the amount of mine development work to be contracted out.

No employee will be demoted or laid off as a direct result of work being contracted out by the Company.

The provisions of Clause 19.04 with respect to payment for time lost shall apply to members of the joint Contracting Out Committee.

- 3.04 Except with the consent of the Union, which consent shall not be unreasonably withheld, during the last thirty (30) days of the term of this Agreement the Company will not transfer any member of the bargaining unit to office staff, engineering staff, geological staff, Foreman or any position in which the individual is not an “employee” within the meaning of The Labour Relations Act.

ARTICLE 4 - UNION SECURITY

- 4.01 The Company shall, during the life of this Agreement, deduct as a condition of each employee's continued employment, Union dues in the amount certified by the Union to the Company to be currently in effect according to the Union Constitution, and remit the same in the week following the pay period in which such deduction is made to the International Treasurer, United Steelworkers accompanied by a completed form R-115 except that the line “3. Earnings \$” shall not be completed. The Company will, at the time of remittance, name the employees from whose pay such payment has been deducted and name the employees whose employment has terminated in the period for which payment is being made.
- 4.02 The said deductions shall commence, in the case of each employee who is in the employment of the Company at the effective date of this Agreement, with the month of September, 2008 and, in the case of each employee entering the employment of the Company subsequent to the effective date of this Agreement, with the month of hire if five (5) or more days are worked. In the event five (5) or more days are not worked in the month of hire, the said deductions will commence with the month following the month of hire.
- 4.03 Commencing March 1, 2009, the Company will on or before March 1st in each year furnish to each employee a statement of the total Union dues which have been deducted from such employee's pay cheques and remitted to the Union during the preceding calendar year.
- 4.04 In Clause 4.05 “Temporary Staff Employee” means an employee who is temporarily transferred to office staff, engineering staff, geological staff, or Foreman.
- 4.05 In the week following each pay period that would have been a pay period for a Temporary Staff Employee if he had not been a Temporary Staff Employee, the Company shall remit to the Financial Secretary of the Union an amount equal to the Union dues that would have been remitted to the Financial Secretary of the Union under Clause 4.01 with respect to that Temporary Staff Employee if he had not been a Temporary Staff Employee in that pay period.

ARTICLE 5 - NO DISCRIMINATION

- 5.01 The parties mutually agree that any employee of the Company may become a member of the Union if he wishes to do so, and may refrain from becoming or remaining a member of the Union if he so desires.
- 5.02 The parties mutually agree that there shall be no discrimination or harassment by either of them or by any members of the Union against any employee by reason of membership or non-membership in the Union or by reason of the employee's sex, race, national origin, colour, religion, political belief, age, sexual orientation, family status, marital status, mental disability, physical handicap, or because an employee has or has not engaged in lawful union activity specifically provided for under this Agreement. The parties also agree that no employee should be subjected to sexual harassment.
- 5.03 The parties mutually agree that employees have a right to work in an environment free from sexual harassment. The Company will take whatever action it deems necessary to maintain such a working environment. The action taken by the Company may include discipline and/or the termination of the employment of any person engaging in the sexual harassment of another person.

An employee may initiate a grievance alleging sexual harassment under the grievance procedure.

Where the alleged harasser is the person who would normally deal with the grievance, the complaint will automatically be advanced to the next stage of the grievance procedure.

Complaints of alleged sexual harassment will be handled with all possible confidentiality.

ARTICLE 6 - HOURS OF WORK

- 6.01 Nothing in this Agreement shall be considered a guarantee of work or of hours of work per day or per week.
- 6.02 Time worked will be calculated in units of one-half ($\frac{1}{2}$) hour.
- 6.03 For shift work -
- (a) a day will consist of a series of shifts as scheduled.
 - (b) a work week will commence with the day shift on Monday and end with the night shift on the following Sunday;

- (c) on continuous shift operations each employee not be required to work longer than five (5) consecutive hours without a thirty (30) minute period to eat any meal which period shall be considered as time worked. Such meal may be eaten in a lunchroom.
- 6.04 For work other than shift work, a work week will commence with the beginning of a day worker's hours on Monday and terminate at the same time on the following Monday.
- 6.05 Employees who are not regularly employed as shift workers and are working as day workers shall normally begin work at 8 a.m. However, it is recognized that in order to maintain efficient operations, certain day workers must begin work earlier or later than that hour. Day workers will be given a lunch period of one-half ($\frac{1}{2}$) hour per day, but such lunch period shall not be considered as time worked. The lunch may be eaten in a lunchroom.
- 6.06 Hoisting and lowering schedules at the Company's mines will be arranged to provide approximately the number of hours he was scheduled to work on that day, from collar to collar for each shift, but variations which do not occur consistently from such schedules, not exceeding ten (10) minutes, shall be disregarded. Delay time in such schedules in excess of the first ten (10) minutes shall be considered time worked, but not for the purpose of applying the overtime provisions of this Agreement.
- 6.07 When an hourly paid employee, because of failure of the Company to inform him by notice or otherwise that no work will be available, reports for work on schedule, in good faith, and is advised that there is no work available, he shall receive four (4) hours pay at what would have been his basic rate without being required to work the said four (4) hours, but such four (4) hours shall not be considered as hours worked for the purpose of applying the overtime provisions of Article 7. The provisions of this Clause shall not apply when an employee has been absent from his regular work period and has failed before reporting for work to inform his Foreman or such other supervisor designated by the Company for this purpose of his intention to return.
- 6.08 A "call-out" shall mean a request by the Company to an employee to work any time outside such employee's regularly scheduled working hours other than time immediately following or time (not to exceed one (1) hour) immediately preceding a shift worked by such employee unless he shall have received such request at least sixteen (16) hours before such work is to commence. Notwithstanding any other provision of this Agreement an employee reporting for work on a "call-out" shall be entitled to be paid for work so performed as follows:

- (a) if the “call-out” occurs on a day other than a general holiday, or occurs on a general holiday and the work performed is within the hours that would have been his regularly scheduled working hours if he had been scheduled to work on that general holiday, at one and one-half (1 ½) times his basic rate or for at least four (4) hours at his basic rate, whichever is greater;
 - (b) if the “call-out” occurs on a general holiday and the work performed is outside the hours that would have been his regularly scheduled working hours if he had been scheduled to work on that general holiday, at two and one-half (2 ½) times his basic rate or for at least four (4) hours at his basic rate, whichever is greater.
- 6.09 Transportation to and/or from call-out work will be provided by the Company when public transportation is not reasonably available or when in the opinion of the Company the urgency of the call-out work so requires it.
- 6.10 Call-out hours worked will be counted as overtime hours worked and will be recorded by the employee’s Supervisor in the working group’s record of overtime opportunity hours.
- 6.11 An employee who continues working after completing his regular shift and then works more than two (2) hours overtime, shall be provided by the Company with a lunch. Should such employee work for more than five (5) hours overtime, he shall be provided by the Company with an additional lunch, which lunch or lunches may be eaten in a lunchroom.

The Company will use its best efforts to supply a hot lunch for the first lunch. The additional lunch will consist of a sandwich/beverage combination.

Extended Shift Schedules

- 6.12 Subject to Clause 6.13, the Company and the Union mutually agree that the Company may give effect to shift schedules which alter or exceed the daily and/or weekly hours of work described elsewhere in this agreement. These schedules shall be termed Extended Shift Schedules and are defined as:

A schedule of shifts in excess of eight (8) hours each, but not to exceed twelve (12) hours in any twenty-four (24) hour period, without the payment of wages at overtime rates provided, however, that the average weekly hours worked over the cycle of the schedule of shifts will not exceed forty (40) and if it does the hours in excess of forty (40) will be paid at overtime rate. The “cycle of the schedule of shifts” means the number of weeks that pass before the schedule repeats itself, which number of weeks shall not exceed eight (8) without prior consultation with the Union.

An hourly-paid employee working on an Extended Shift Schedule pursuant to this Clause 6.11 shall be paid at one and one-half (1½) times his basic rate for time worked by him in excess of his Extended Shift Schedule hours at his basic rate in his work day, except where such excess time is worked by him due to his regularly scheduled change of shift and, where applicable shall be entitled to off-shift premium in accordance with Clause 8.04.

- 6.13 When an Extended Shift Schedule is planned for any group of employees of a Department (as set out in Schedule "A" hereto) the Joint Problem Solving Committee shall establish, for each Department affected, a Shift Schedule Committee that shall consist of a representative of the Joint Problem Solving Committee and two (2) representatives, appointed by the Union, from among the employees affected.

When the Company plans to implement an Extended Shift Schedule, the Superintendent of the Department or his designate and no more than two (2) other individuals appointed by the Company shall present to the Shift Schedule Committee, and to the employees involved, information pertinent to the planned implementation.

Within one (1) calendar week of such presentation, the Shift Schedule Committee shall advise the Superintendent or designate of specific concerns relating to the implementation plan. The Company shall give substantial weight and careful consideration to the concerns in its decision making process.

Provisions of Clause 19.04 shall apply to the Union representatives of the Shift Schedule Committee.

- 6.14 Subject to Clause 6.01, the Company will schedule a minimum weekly average of forty (40) hours for employees working on an Extended Shift Schedule.

ARTICLE 7 - OVERTIME

- 7.01 An hourly-paid employee working on an Extended Shift Schedule shall be paid at one and one-half (1½) times his basic rate for time worked by him in excess of the number of hours he was scheduled to work at his basic rate on that day.
- 7.02 Where the average weekly hours worked by an employee working on an Extended Shift Schedule exceeds forty (40) hours over the cycle of the schedule of shifts as defined in Clause 6.12, he shall be paid at one and one-half (1½) times his basic rate for the hours in excess of forty (40), except that:
- (a) when a general holiday occurs in his regularly scheduled work week but does not occur on his regular day off he shall be paid at one and one-half (1½) times his basic rate for time worked by him in excess of the

difference between forty (40) and the number of hours he was scheduled to work on that general holiday, and

- (b) when two general holidays occur in his regularly scheduled work week but neither occurs on what is a regular day off for him, he shall be paid at one and one-half (1½) times his basic rate for time worked by him in excess of the difference between forty (40) and the number of hours he was scheduled to work on both of those general holidays

Amounts paid to an employee pursuant to Clause 6.08 and/or Clause 7.01 shall be deducted in computing amounts payable pursuant to this Clause 7.02.

7.02A Subject to Clause 7.02 and Clause 7.06, an employee shall be paid at one and one-half (1½) times his basic rate for time worked outside his regularly scheduled work hours in any week provided that any time not worked during his regularly scheduled work hours;

- i) is due to a death in his immediate family as defined in Clause 8.09; or
- ii) is due to his service on a legally constituted jury engaged in the administration of justice; or
- iii) is pursuant to leave of absence granted by the Company; or
- iv) is due to vacation granted pursuant to Article 12 ; or
- v) is due to Special vacation granted pursuant to Article 13; or
- vi) is due to a holiday with pay granted pursuant to Clause 14.03.

7.03 When the Company requires overtime work to be performed, other than work pursuant to a “call-out”, the Company shall, to the extent permitted by the requirements and efficiency of operations, distribute such work as evenly as practicable among the employees in the working group which normally performs the work, who are qualified to perform the work, considering the availability and wishes of employees who have the necessary qualifications.

Prior to the offering of overtime the Company will make temporary promotions in accordance with Clause 15.09.

For the purposes of this Clause 7.03 an overtime opportunity shall be any time, except a “call-out”, outside an employee's regularly scheduled working hours regardless of the rate of pay the employee receives for working or would have received had he worked such time.

Preference in the offering of overtime will be given first to the qualified employee in the working group with the least recorded overtime opportunity hours, if he is readily available. If no attempt is made to contact the qualified employee with the least recorded overtime opportunity hours in the working group, preference will be given to him at the next available overtime opportunity within the working group, as is mutually agreeable between the employee and his Supervisor.

The mutually agreeable next available overtime opportunity within the employee's working group must be an overtime opportunity as determined by the Company and must occur within the two week period following the original overtime opportunity. If a next available overtime opportunity does not exist within the two week period following the original overtime opportunity, the employee's claim to said next available opportunity will cease.

In the case where the employee is offered an overtime opportunity within the working group, and the employee and his Supervisor are unable to mutually agree on the scheduling of the overtime opportunity within the two week period following the original overtime opportunity, the employee will be credited with a refusal for the appropriate number of overtime opportunity hours.

If any employee refuses to work overtime offered to him, he shall not receive any pay for those overtime hours but they shall be added to his record of accumulated overtime hours for the purpose of overtime distribution.

In the event of overtime work being required in a trade the work will first be offered to employees in that trade in the working group (which is the trade that normally performs the work) and then to employees in the required trade in the Departmental Working Area listed in Schedule "E" before being offered to other qualified employees.

For the purposes of this Clause 7.03 "working group" is generally defined as that group of employees reporting to a first line supervisor. However, where shift sequences or supervisory coverage requires otherwise, the employees reporting to a first line supervisor may constitute two (2) or more working groups. The Company and the Union will agree on any working groups which do not conform to this definition.

Upon request to his immediate supervisor, an employee, accompanied if he so desires by a Union Steward, may examine the record of his immediate supervisor pertaining to overtime distribution within the employee's working group.

The record pertaining to overtime distribution for each working group will be posted each month in a suitable location.

At the request of the Union, but at a frequency no greater than once per quarter, the Manager of Human Resources' designate shall meet with the Conflict

Resolution Coordinator and/or the Joint Problem Solving Coordinator to review the records of overtime distribution. The Union shall notify the Company at least five (5) working days prior to any such meeting of the particular records to be considered thereat.

If an employee has a complaint with respect to the record of overtime distribution which he has been unable to resolve with his supervisor and where there is mutual agreement, the parties will discuss the matter at the aforementioned meeting prior to such complaint being advanced through the grievance procedure.

- 7.04 Except as provided in Clause 6.08 or Clause 14.02 under the provisions of which an employee may be entitled to be paid at two and one-half (2½) times his basic rate, no employee paid on an hourly basis shall be entitled, apart from off-shift premium and Sunday premium, to more than one and one-half (1½) times his applicable basic rate for any hours worked by him.
- 7.05 Any change in an employee's regular day off schedule or shift schedule shall be posted, or an employee instructed to that effect, not later than the end of his shift on the Friday prior to the work week in which the change is to take effect.
- 7.06 Should an employee be instructed by the Company, during his work week or on the Saturday or Sunday immediately prior to the commencement of such work week, to change his day off or days off in that work week to another day or days in that work week, he shall be considered as having worked his normal working hours on the previously scheduled day or days at what would have been his basic rate, but for the purpose only of ascertaining whether such employee shall be paid at one and one-half (1½) times his basic rate for any other time actually worked by him.

Any change or changes to an employee's normal shift schedule at the Company's instruction given during his work week or on the Saturday or Sunday immediately prior to the commencement of such work week will entitle the employee to be considered as having worked the originally scheduled hours that were changed in that work week at what would have been his basic rate, but for the purpose only of ascertaining whether such employee shall be paid at one and one-half (1½) times his basic rate for any other time actually worked by him.

This Clause 7.06 does not apply to changes of shift schedules made to accommodate employee training.

Banking of Overtime

- 7.07 Each employee who works overtime has the option of receiving pay for such work at the applicable overtime rate, or banking the time worked at the applicable basic rate and receiving pay for one-half (½) of the time worked at the applicable basic

rate, provided that he does not have sufficient vacation entitlement to cover the vacation shutdown period.

Such time will be taken in conjunction with the next vacation shutdown and, if applicable, the Company will deduct from the pay for such time an amount equal to the employee's contribution to the Security Fund Plan and the Company shall contribute to the Security Fund Plan an amount in accordance with the terms and conditions as set out in such Plan.

If for any reason the employee is not required to use the banked time to cover the vacation shutdown period he will receive payment for such banked time at the applicable basic rate.

Subject to Clause 7.02A, such time off will not be considered as hours worked for the purpose of applying the overtime provisions of this Article 7.

ARTICLE 8 - WAGES

- 8.01 The wage rates per hour set forth in the applicable table in Schedule "B" hereto, shall be paid commencing on September 16, 2008.
- 8.02 In the event that any new occupational classification shall be established by the Company during the currency of this Agreement, the Company will fix the rate of pay therefor and shall give prompt notice thereof to the Union. The Union shall have the right, within fourteen (14) days of receipt of such notice, to request a meeting with the Company to discuss the wage rate applicable to the new classification established by the Company. If, as a result of any such discussions, the wage rate applicable to the new classification is changed, then payment of the wage rate as changed shall be made retroactive to the date notice of the new classification was given to the Union.
- 8.03 Upon receipt of a claim by the Union that a wage rate for a job constitutes an inequality under the existing wage structure, the Company will investigate and review the job and/or the rate therefor. If the Company decides that there should be an increase in such wage rate it will notify the Union and any such increase will be effective from the date of such notification. The Union representatives on the CWS Committee shall be entitled to meet with the Company representatives on the CWS Committee to discuss the wage rates under review. The provisions of Clause 19.04 with respect to payment for time lost shall apply to the Union representatives on the CWS Committee in carrying out their duties under this Clause 8.03.
- 8.04 For all work performed by an employee during afternoon shift hours, (and not within the regular day or night working hours of such employee) he shall be paid an off-shift premium in addition to his basic rate of fifty cents (50¢) per hour. For

all work performed during night shift hours, (and not within the regular day or afternoon working hours of such employee) he shall be paid an off-shift premium of sixty cents (60¢) per hour in addition to his basic rate. Off-shift premiums shall not be considered as part of an employee's basic rate.

8.05 An employee who works during the twenty-four (24) hour period commencing with the start of the day shift on Sunday and ending with the start of the day shift on Monday shall be paid a Sunday premium as follows:

- (a) at the rate of one dollar (\$1.00) per hour for time worked by him during a regularly scheduled shift,
- (b) at the rate of twenty-five cents (25¢) per hour for time worked by him that is not during a regularly scheduled shift.

8.06 An employee who is temporarily assigned to work in an occupational classification carrying a lower rate of pay than his regular occupational classification shall continue to be paid at the rate applicable to his regular occupational classification provided that an employee will not be paid for work performed during a shift or day at a rate less than that applicable to the occupational category in which he commences work on such shift or day.

8.07 Where an employee who is permanently assigned (for any reason other than willful failure to fill the normal requirements of the job) to work in an occupational classification carrying a lower rate of pay than his regular occupational classification, he shall for three (3) months be paid for the work he performs at the rate applicable to his regular occupational classification. During the above three (3) month period:

- (a) he may be required by the Company to accept any training in any occupational classification which is offered to him,
- (b) he shall be reassigned, subject to Clause 15.27 and subject to the wishes of employee, to his regular occupational classification in the event of a vacancy, and
- (c) he shall be deemed to be an applicant for any job vacancy which is posted in his department.

If he refuses to accept such training, or to accept any reassignment or to accept any job offered to him by the Company, he shall forthwith cease to be entitled to the benefits of this Clause 8.07.

Where an employee is reassigned under subclause (b) of this Clause 8.07 the provisions of Article 15 with respect to job posting shall not apply to the vacancy to which he is reassigned.

Notwithstanding the foregoing an employee will not be paid for work performed during a shift or day at a rate less than that applicable to the occupational category in which he commences work on such shift or day.

- 8.08 An employee who serves as a juror will be paid his basic rate for the number of hours he was scheduled to work during the period he serves as a juror, less any fees paid to the employee under The Jury Act or The Queen's Bench Act. In order to receive pay pursuant to this Clause, the employee must notify the Company within three (3) working days after receipt of his jury summons, present to the Company satisfactory proof of service and attendance, notify the Company of the date on which he will be released from jury duty immediately after such information is provided to the employee and report for work on his first scheduled shift immediately following his release.
- 8.09 Subject to Clause 8.10, a bereavement leave of absence will be granted to an employee upon a death in his immediate family. For each day of such leave of absence which is a regularly scheduled working day for the employee, he shall be paid his basic rate for the number of hours he was scheduled to work on that day. To qualify for bereavement leave, the employee shall notify his supervisor as soon as possible following the bereavement.

"Immediate family" shall mean spouse, son, daughter, mother, father, sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandmother, grandfather, spouse's sister, spouse's brother, spouse's grandmother, spouse's grandfather, brother's spouse, sister's spouse and employee's grandchildren.

- 8.10 For the purpose of Clause 8.09, the leave of absence granted will be as follows:
- (i) if the deceased is the spouse, son or daughter of the employee, the maximum bereavement leave shall be ten (10) consecutive calendar days commencing on the date of death,
 - (ii) subject to Clause 8.10 (iii) and Clause 8.10 (iv), if the deceased is a member of the employee's immediate family other than those in Clause 8.10 (i), the maximum bereavement leave shall be three (3) consecutive calendar days including the day of the funeral.
 - (iii) if the funeral of the immediate family member other than those in Clause 8.10 (i) is at a distance greater than 500 kilometers by road from Thompson, and the employee attends the funeral, or where the employee does not attend the funeral because he is required to care for a dependant child or to deal with other family matters of a legitimate and compelling nature and the employee's spouse attends the funeral, the maximum bereavement leave, including the day of the funeral, will be five (5) consecutive calendar days.

- (iv) in the case of Clause 8.10 (ii) and Clause 8.10 (iii), if the consecutive calendar days of leave include a Sunday which is not a regular working day for the employee, an additional day of bereavement leave will be granted, consecutive with the days already granted.

8.11 The Company will grant casual leave without pay to those employees who request such leave as a result of compassionate circumstances or to deal with personal or family matters of a legitimate and compelling nature, subject to the requirements and efficiency of the operations.

ARTICLE 9 - CO-OPERATIVE WAGE STUDY

9.01 The Co-operative Wage Study Manual (herein referred to as “the Manual”), which was Appendix “A” to the previous Collective Bargaining Agreement between the Company and the Union, shall be incorporated into this agreement as APPENDIX “A” and its provisions shall apply as if set forth in full herein.

9.02 Any mathematical or clerical errors made in the preparation, establishment or application of job descriptions, classifications or standard hourly rates shall be corrected.

9.03 Except as otherwise provided, no employee shall be entitled to allege that a wage rate inequity exists.

9.04 There shall be a committee known as the “CWS Committee” consisting of three (3) employees appointed by the Union to represent the Union and three (3) individuals appointed by the Company to represent the Company. Either party may change its representatives from time to time.

9.05 Meetings of the CWS Committee will be held as mutually agreed but not less than once per month.

9.06 Leaves of absence shall be granted to Union representatives on the CWS Committee to the extent required for handling job descriptions and job classifications during the required stages to administer the Manual. The provisions of Clause 19.04 with respect to payment for time lost shall apply to the members of the CWS Committee, but the Company may at any time discontinue such payments if, in the opinion of the Company, there is abuse of the privilege.

9.07 If the Company and the Union fail to reach agreement upon any job description, classification or assignment to job class through the procedure provided in the Manual, such matter shall constitute a difference between the Company and the Union to which Clause 20.05 applies and shall be settled by arbitration in accordance with Article 21.

- 9.08 The Company agrees to interpret the words in Section 5.05(c)(ii) of the manual which reads “an appropriate practical test” to mean “an on the job test” which will not include written tests. The Company understands that any dispute in relation to the development of trade tests will be settled by arbitration under Article 21.
- 9.09 The phrase “Garage Mechanic” wherever used in the manual shall be removed and not replaced.

ARTICLE 10 - TECHNOLOGICAL CHANGE

10.01 In this Article:

(a) “technological change” means:

- (i) the introduction by the Company into its work, undertaking or business of equipment, material or process of a different nature or kind than that previously used by the Company in the operation of its work, undertaking or business, and
- (ii) a change in the manner in which the Company carries on its work, undertaking or business that is directly related to the introduction of that equipment or material.

(b) “Years of Service” means the period of time expressed as a number of full years and/or any fraction of a full year that the employee has been an employee of the Company since his most recent date of hiring except that:

- (i) the period of any leave of absence granted to the employee under Clause 17.01(a) or Clause 24.01 shall be deducted in computing his “Years of Service”, and
- (ii) where an employee is rehired under Clause 15.15 after having been laid off for a period not exceeding thirty (30) days, his “Years of Service” shall be computed as though he had continued in the employment of the Company instead of being so laid off and rehired.

(c) “Average Basic Rate” of an employee entitled to payment of the amount described in Clause 10.05(a) or an employee deemed to have a basic rate in Clause 10.05(b) means his total earnings from the Company exclusive of all premium pay such as holiday pay, vacation pay, shift premium, Sunday premium, mines incentive bonus and overtime, for the hours that he worked for the Company in the period of thirty (30) calendar days ending with the last day on which he worked for the Company prior to the date he became affected by the technological change, divided by the total number of hours that he worked for the Company during that period of thirty (30) calendar days.

10.02 The provisions of this Article are intended to assist employees affected by any technological change to adjust to the effects of the technological change.

10.03 Sections 83, 84 and 85 of The Labour Relations Act of Manitoba do not apply during the term of this Agreement to the Company and the Union.

10.04 If the Company decides to effect a technological change that is likely to affect the terms and conditions or the security of employment of employees or to alter significantly the basis upon which this Agreement was negotiated:

- (a) the Company will give the Union written notice of the technological change and will endeavour to give the Union written notice sixty (60) days prior to the technological change coming into effect and will discuss with the Union the steps to be taken to assist the employees affected to adjust to the effects of the technological change;
- (b) if in the opinion of the Union the Company has failed to comply with paragraph (a), the Union may submit this in writing as a difference between the Union and the Company under Clause 20.05 whereupon it shall be decided by arbitration under Article 21 whether or not the Company has effected a technological change that is likely to affect the terms and conditions or the security of employment of a significant number of employees or to alter significantly the basis upon which this Agreement was negotiated; and
- (c) in the arbitration of a difference between the Union and the Company as referred to in paragraph (b),
 - (i) such arbitration shall take priority over any other arbitration then in process,
 - (ii) the selection of a Chairman from the panel shall be subject to him being able and willing to hear the case within one (1) month from his selection and to render his decision within ten (10) days following the hearing of the case.

10.05 If the Company has given written notice to the Union in accordance with Clause 10.04(a) or if it has been decided by arbitration that the Company has effected a technological change that is likely to affect the terms and conditions or the security of employment of a significant number of employees or to alter significantly the basis upon which this Agreement was negotiated:

- (a) any employee other than a probationary employee who is laid off for a period exceeding ninety (90) days because of the technological change shall, in addition to any other payment he is entitled to on the termination of his

employment, be paid an amount equal to forty (40) times his Average Basic Rate multiplied by the Years of Service that he has, and upon being paid the amount he is entitled to under this paragraph (a) he shall cease to have any right of recall under Clause 15.15;

- (b) subject to Clause 10.06, if the Company introduces that technological change in a department, any employee who is employed in the department at the time and who is either transferred from such department as a result of that technological change or who remains in such department and is affected by that technological change by reason of the fact that his occupational classification is discontinued or he is placed in a different occupational classification shall be deemed to have a basic rate which is the greater of:
 - (i) the basic rate in respect of the work he performs, or
 - (ii) his Average Basic Rate.

10.06 It is a condition of Clause 10.05(b) that any employee who becomes entitled to the benefits of Clause 10.05(b) may at any time be required by the Company:

- (a) to accept any training in any occupational classification which is offered to him by the Company, and
- (b) to be an applicant for any job vacancy which is posted in his department for a job the rate for which is higher than the basic rate he is deemed to have under Clause 10.05(b) at the time of posting.

If he refuses to accept such training or if he refuses to accept the promotion upon being named as the successful applicant for any such job, he shall forthwith cease to be entitled to the benefits of Clause 10.05(b). If within ten (10) days after ceasing to be entitled to the benefits of Clause 10.05(b) he voluntarily terminates his employment, he shall, in addition to any other payment he is entitled to on the termination of his employment, be paid an amount equal to forty (40) times his Average Basic Rate multiplied by the Years of Service that he had at the date when he became affected by the technological change as described in Clause 10.05(b).

10.07 A joint Technological Change Committee will be established consisting of six (6) members, three (3) to be appointed by the Union and three (3) to be appointed by the Company. The Technological Change Committee will meet monthly (or more frequently if mutually agreed upon) to discuss matters in connection with technological change. The Union representatives on the Technological Change Committee may make recommendations regarding the possible effects of technological changes on employees. Such recommendations will be given careful consideration and substantial weight by the Company in its decision making process.

The provisions of Clause 19.03 with respect to time off and the provisions of Clause 19.04 with respect to payment for time lost shall apply to the members of the Technological Change Committee.

ARTICLE 11 - MINES INCENTIVE BONUS

- 11.01 The Union may establish an Incentive Bonus Committee to consist of not more than six (6) employees.
- 11.02 The Incentive Bonus Committee shall be entitled once per month to present to representatives of the Company any complaints or objections with regard to any Mines Incentive Bonus applied during the preceding month and any matters pertaining to a particular incentive on which an individual or crew may be working currently or during the preceding month. The Incentive Bonus Committee shall notify the representatives of the Company at least two (2) working days prior to any such meeting of the particular incentives to be considered thereat. The Company will furnish the Union on request with all reasonable information as to the factors involved in the calculation of any such Mines Incentive Bonus. The Company will, once in each calendar month, grant to the Incentive Bonus Committee leave of absence with pay for up to forty-eight (48) hours in accordance with the provisions of Clause 19.04. Such leave of absence will include the monthly meeting with representatives of the Company. Where it is mutually agreed to hold a second meeting in any month the provisions of Clause 19.04 with respect to time lost to attend such meeting will apply.
- 11.03 If any such complaint or objection is not disposed of to the satisfaction of the Incentive Bonus Committee, the Committee shall be entitled, on application in writing to the Manager of Human Resources, specifying in reasonable detail the nature of the complaint or objection, to present any such complaint or objection at a meeting with a Company Committee composed of the Manager of Human Resources and the Manager of Mines or their designated representatives and not more than three (3) other representatives appointed by the Company, including a representative from the department concerned. Such application in writing shall be made at least three (3) working days prior to the meeting with the Company Committee and shall be made within a reasonable time after the meeting with the Company representatives. The date, time and place of such meeting shall be fixed by the Manager of Human Resources and notice thereof shall be given to such Incentive Bonus Committee. At each such meeting the Incentive Bonus Committee may be accompanied, if it so desires, by a Staff or International Representative of the Union and/or an officer of the Local Union.

- 11.04 Employees working on a particular incentive to be considered may be represented at any meeting provided for in this Article by not more than one (1) of their number. The provisions of Clause 19.04 with respect to payment for time lost shall apply to the representative of the employees herein mentioned.
- 11.05 An employee may initiate a grievance under Article 20 where he claims that his pay under the Mines Incentive Bonus has been incorrectly calculated or the number of units of work has been wrongly determined.
- 11.06 The Company shall provide the Union with three (3) months prior written notice of any change in any existing mines incentive bonus standards. During the three (3) month notice period, the Company will discuss the changes with the Mines Incentive Bonus Committee.
- 11.07 When a new Mine Incentive System is planned for a Mine Department (as set out in Schedule "A" hereto), the Manager of Mines or his designate shall advise the Union. Details of the new system will be presented to the Incentive Bonus Committee. The Committee shall advise the Manager or designate of any specific concerns and recommendations relating to the new plan at a meeting to be held within two (2) calendar weeks of the presentation.

The Incentive Bonus Committee shall establish, for each Department affected, an Incentive System Review Committee. The Committee shall consist of a representative of the Incentive Bonus Committee and one (1) employee representative from each supervisory area. The employee representative shall be from among the employees affected by the proposed new plan and shall be appointed by the crew.

When the Company plans to implement a new Mine Incentive System, the Manager of Mines or his designate and no more than two (2) other individuals appointed by the Company shall present, to the Incentive System Review Committee(s), information pertinent to the planned, new system.

Within two (2) calendar weeks of such presentation, the Incentive System Review Committee shall advise the Manager or designate of specific concerns relating to the implementation plan. The Company shall give substantial weight and careful consideration to the concerns and recommendations in its decision making process.

Provisions of Clause 19.04 shall apply to the Union representatives of the Incentive System Review Committee.

ARTICLE 12 - REGULAR VACATIONS

12.01 The Company shall, during each year of this Agreement, grant each employee whose first or subsequent anniversary of employment falls within such year a vacation in accordance with this Article.

Definitions

12.02 (a) In this Article the expression "date of employment" shall mean an employee's date of last hiring.

(b) In this Article, subject to paragraph (c) hereof, the expression "anniversary of employment" shall mean the anniversary of an employee's date of employment, provided, however, that when January 2nd occurs for the second time since an employee's date of employment, that January 2nd shall be deemed to be his second anniversary of employment for the purposes of this Article, and thereafter so long as he has not ceased to be an employee for reasons other than layoff, his anniversary of employment shall be deemed to be January 2nd in each year for the purposes of this Article.

(c) In this Article, in the case of an employee whose date of employment is subsequent to September 16, 2008, when January 2nd occurs for the first time since his date of employment, that January 2nd shall be deemed to be his first anniversary of employment for the purpose of this Article, and thereafter so long as he has not ceased to be an employee for reasons other than layoff, his anniversary of employment shall be deemed to be January 2nd in each year for the purposes of this Article.

Length of Vacation

12.03 Subject to Clause 12.04 and 12.12, the length of vacation granted to each employee under this Article:

(a) shall be according to his anniversary of employment as follows:

| Number of anniversary of employment | Length of vacation |
|--|--------------------|
| 1 | 80 work hours |
| 2 | 88 work hours |
| 3 | 104 work hours |
| 4 | 112 work hours |
| 5 | 120 work hours |
| 6 | 120 work hours |
| 7 | 128 work hours |

| | |
|------------|----------------|
| 8 | 128 work hours |
| 9 | 136 work hours |
| 10 | 136 work hours |
| 11 | 144 work hours |
| 12 | 144 work hours |
| 13 | 152 work hours |
| 14 | 152 work hours |
| 15 | 160 work hours |
| 16 | 160 work hours |
| 17 | 168 work hours |
| 18 | 168 work hours |
| 19 | 176 work hours |
| 20 | 176 work hours |
| 21 | 184 work hours |
| 22 | 184 work hours |
| 23 | 192 work hours |
| 24 | 192 work hours |
| 25 | 200 work hours |
| 26 | 200 work hours |
| 27 | 208 work hours |
| 28 | 208 work hours |
| 29 | 216 work hours |
| 30 or more | 216 work hours |

- (b) shall be lengthened by sixteen (16) work hours (travel time), and
- (c) where a general holiday occurs during that period of a vacation, shall be further lengthened by the number of hours he would have been regularly scheduled to work on the day of the general holiday.

12.04 In the case of an employee whose date of employment is subsequent to September 16, 2008, the length of vacation granted to him on his first anniversary of employment:

- (a) shall be according to the month of his date of employment as follows:

| Month of date of employment | Length of vacation |
|--------------------------------|--------------------|
| January | 80 work hours |
| February | 80 work hours |
| March | 72 work hours |
| April | 64 work hours |
| May | 56 work hours |
| June | 48 work hours |
| July | 40 work hours |

| | |
|-----------|---------------|
| August | 40 work hours |
| September | 32 work hours |
| October | 24 work hours |
| November | 16 work hours |
| December | 8 work hours |

provided, however, that where the date of employment is the first day of January, the month of date of employment shall be deemed to be December for the purpose of the foregoing table,

- (b) shall be lengthened by sixteen (16) work hours (travel time), and
- (c) where a general holiday occurs during that period of a vacation, shall be further lengthened by the number of hours he would have been regularly scheduled to work on the day of the general holiday.

Vacation Pay

- 12.05 The vacation pay for each work hour of vacation granted to an employee under Clause 12.03 shall be not less than his basic rate. However, if preferable to the employee, the vacation pay for a vacation granted to an employee under Clause 12.03 shall be five hundredths of one percent (.05%) of his earnings from the Company in the twelve (12) months immediately preceding his applicable anniversary of employment for each work hour of vacation, less any amount which may have been theretofore paid to him by way of vacation pay computed having regard to any portion of his earnings from the Company during such period.
- 12.06 The vacation pay for each work hour of vacation granted to an employee under Clause 12.04 shall be equal to his basic rate.
- 12.07 In the case of an employee whose date of employment is prior to September 16, 2008 no amount paid to him as vacation pay for a vacation granted to him on the anniversary of his date of employment shall be deducted under Clause 12.05 for the purpose of computing the vacation pay for the vacation granted to him on his second anniversary of employment.
- 12.08 In addition to the vacation pay as described in Clause 12.05 or Clause 12.06 there shall be added to the vacation pay of any employee:
 - (a) the amount of four dollars and thirty seven and one-half cents (\$4.375) (Travel Allowance) for each work hour under Clause 12.03 or Clause 12.04, and
 - (b) the amount of one dollar and twenty five cents (\$1.25) for each work hour under Clause 12.03 or Clause 12.04 which is taken between October 1st

and December 7th next ensuing or between January 7th and May 31st next ensuing.

12.09 An employee whose employment is terminated otherwise than by retirement shall be paid vacation pay as follows:

- (a) if his date of employment was less than twelve (12) months prior to the date of termination or if his last anniversary of employment was less than a fifth anniversary of employment he shall be paid four per cent (4%), or
- (b) if his last anniversary of employment was a fifth or subsequent anniversary of employment he shall be paid six per cent (6%),

of his earnings from the Company in the period since his date of employment or of his last preceding anniversary of employment, whichever shall be later, up to the date of termination less any amount which may have been theretofore paid to him by way of vacation pay computed having regard to any portion of his earnings from the Company during such last mentioned period.

Time of Vacation

12.10 Each employee will be granted and shall take his vacation for each year of the term of this Agreement at such times as the Company finds most suitable considering in each department the seniority ranking of the employee, the wishes of the employees and the efficient operation of the plant. Subject to the foregoing, each employee shall be permitted to schedule the total number of work hours granted to him under Clause 12.03 or 12.04 in not more than four (4) periods of vacation. Where an employee chooses to schedule more than one period of vacation, such employee shall be permitted to schedule the first period of his vacation in accordance with his seniority ranking and he shall be permitted to schedule the second period of his vacation in order of seniority ranking only after all other employees in the working group have scheduled their first period of vacation. Similarly, the employee shall be permitted to schedule the third period of his vacation in order of seniority ranking only after all other employees in the working group have scheduled their second period of vacation. Subsequently, the employee shall be permitted to schedule the fourth period of his vacation in order of seniority ranking only after all other employees in the working group have scheduled their third period of vacation. Vacation dates may be changed by the Company in cases where it considers it necessary for efficient operations. A vacation list will be posted in each department by April 1st in each year, the said list to show the name and number of each employee and the date of his scheduled vacation.

Subject to the foregoing, if the Company decides to shut down regular operations for vacation purposes it will,

- (i) notify employees of such vacation shutdown by November 30th of the preceding year;
- (ii) consult the Union regarding proposed dates of such vacation shutdown before finalizing those dates;
- (iii) use its best efforts to schedule such vacation shutdown during prime vacation periods (June, July, August, December);
- (iv) permit an employee who is not required to work during the shutdown the choice of his Regular Vacation entitlement, Special Vacation entitlement or a combination thereof to be scheduled during such vacation shutdown;
- (v) endeavor to permit an employee who uses his Regular Vacation entitlement during such vacation shutdown the opportunity to complete his remaining Regular Vacation entitlement immediately prior to or following such vacation shutdown;
- (vi) continue the practice of advancing Special Vacation entitlement to those employees with less than three (3) years continuous service who have yet to earn their first entitlement to Special Vacation; and
- (vii) where the number of work hours of vacation to which an employee is entitled under paragraph (a) of Clause 12.04 are insufficient to cover the full period of vacation shutdown, attempt to give that employee the opportunity to perform any available work, taking into consideration his qualifications to perform any available work and his seniority ranking.

Partial Vacation List

12.10A Employees wishing to take their vacation during the period between January 2nd and March 31st will, providing they make application before December 15th of the previous year, be granted their vacation during that period considering the seniority ranking of the employee, the wishes of the employees and the efficient operation of the plant. A partial vacation list covering the period January 2nd to March 31st will be posted in each department on January 2nd, the said list to show the name and number of each employee and the date of his scheduled vacation.

Optional Leave without Pay

12.11 Where the number of work hours of vacation to which an employee is entitled under paragraph (a) of Clause 12.04 is less than eighty (80) and he requests additional time off from work, the Company will, subject to the requirements and

efficiency of operations, grant him not more than thirty-two (32) work hours off without pay, provided however, that the total of:

- (a) the number of work hours of vacation to which he is entitled under paragraph (a) of Clause 12.04, plus
- (b) the number of work hours without pay granted to him under this Clause 12.11

shall never exceed eighty (80).

12.11A Where the number of hours of vacation to which an employee is entitled under Clause 12.03 or Clause 12.04 exceeds the number of work hours required to equal a whole number of work days, the Company will, subject to the requirements and efficiency of operations, grant to the employee the choice of:

- (a) an additional number of work hours without pay which when added to such excess work hours of vacation will equal a full work day; or
- (b) pay in lieu of such excess work hours of vacation, calculated in accordance with Clause 12.05; or
- (c) time off with pay in conjunction with his next annual vacation or at an earlier time that is mutually agreed to by the employee and his supervisor.

12.12 An employee who retires will be granted a vacation the length of which shall be determined in accordance with Clause 12.03 except that;

- (a) the applicable number of work days described in Clause 12.03(a) shall be multiplied by a fraction of which the numerator is the number of days between his last anniversary of employment and the date of his retirement and the denominator is 365; and
- (b) where the number of work days of vacation so determined includes a fraction it shall be increased to the next whole number.

12.13 In this Article 12 "work hour" means an hour that an employee would normally be scheduled to work in a week.

12.14 When a employee is working on an extended shift schedule where the average of the scheduled weekly hours over the cycle of the schedule of shifts exceeds forty (40), the hours by which the average exceeds forty (40) shall not be considered as work hours for the purpose of scheduling vacation under this Article 12.

ARTICLE 13 - SPECIAL VACATIONS

- 13.01 During the life of this Agreement each employee who completes three (3) years of continuous service since the date of his most recent hiring or since the date he last became entitled to a Special Vacation with pay under the previous Collective Agreement between the Company and the Union, whichever is later, shall become entitled to one hundred and twenty (120) work hours of Special Vacation with pay.
- 13.02 During the three (3) year period since he last became entitled to a Special Vacation, an employee will be permitted to take a maximum of forty (40) work hours of Special Vacation from his next entitlement to a Special Vacation for each completed year of employment since the date he last became entitled to a Special Vacation provided at the time the employee does not have any outstanding Special Vacation. Special Vacation taken pursuant to this Clause 13.02 shall be deducted from the employee's next entitlement to a Special Vacation.
- 13.03 Whenever an employee becomes entitled to some Special Vacation with pay and the total number of work hours of Special Vacation with pay to which he is entitled, including what he has just become entitled to, exceeds two hundred and forty (240), work hour(s) in excess of two hundred and forty (240) shall forthwith be known as a "Payout Hour(s)". In lieu of granting the Payout Hour(s) of Special Vacation, the Company will pay to such employee the Special Vacation pay to which he would have been entitled if he had taken the Payout Hour(s) of Special Vacation immediately prior to most recently becoming entitled to Special Vacation with pay. The total number of work hours of Special Vacation with pay to which he is entitled shall then be two hundred and forty (240).
- 13.04 In determining the length of a Special Vacation a week shall mean seven (7) consecutive days including Saturdays and Sundays. Where a general holiday occurs during a Special Vacation, the Special Vacation shall be lengthened by the number of hours he was regularly scheduled to work on the day of the general holiday or would have been scheduled to work if such general holiday had been a regularly scheduled work day for him.
- 13.05 The pay for each-work hour of Special Vacation granted shall be equal to zero point zero five per cent (0.05%) of the employee's earnings from the Company in the calendar year (January 1 to December 31) immediately preceding the taking of the Special Vacation provided, however, that:
- (a) if the employee was absent from work for more than thirty (30) consecutive calendar days in that calendar year on account of illness or accident, the Special Vacation pay for each work hour shall, if preferable to the employee, be equal to zero point zero five per cent (0.05%) of the employee's earnings from the Company in the most recent twelve (12) calendar months, not

necessarily consecutive, in which he worked at least some time in the month, and

- (b) if preferable to the employee, the pay for each work hour of Special Vacation shall be equal to his basic rate.

- 13.06 Should an employee who is entitled to any Special Vacation with pay retire or otherwise cease to be employed by the Company or die before taking the same, the Company will in lieu of granting such Special Vacation, pay to such employee or to his estate should he have died, the Special Vacation pay to which he would have been entitled if he had taken such Special Vacation immediately prior to the cessation of his employment with the Company or immediately prior to his death as the case may be.
- 13.07 In the case of any employee who retires or otherwise ceases to be employed by the Company or dies, he or his estate shall be entitled, in addition to the payment provided for in Clause 13.06 of this Article, to an amount equal to two per cent (2%) of his earnings from the Company in the calendar year preceding his retirement, cessation of employment or death for each full year from the date of his last entitlement to a Special Vacation.
- 13.08 The allocation of vacations with pay under the provisions of Article 12 hereof shall have priority over the allocation of Special Vacations and banked overtime.
- 13.09 In order to minimize interference with the normal operations of the Company, Special Vacations will be granted only at such times and in such amounts as the Company in its discretion may determine but subject thereto, due consideration will be given to the wishes of the individual employee. It is anticipated that, in most cases, an employee's Special Vacation will be taken within the three (3) year period following the date on which he becomes entitled to it and it is hoped early in that period.
- 13.10 Special Vacation entitlement may not be taken in periods of less than one (1) full day.
- 13.11 Special Vacation entitlement when granted will be in accordance with the provisions of Clause 13.09.
- 13.12 In this Article 13 "work hour" means an hour that the employee would normally be scheduled to work in a week.
- 13.13 When an employee is working on an extended shift schedule where the average of the scheduled weekly hours over the cycle of the schedule of shifts exceeds forty (40), the hours by which the average exceeds forty (40) shall not be considered as work hours for the purpose of scheduling special Vacation under this Article 13.

ARTICLE 14 - GENERAL HOLIDAYS

14.01 The phrase “general holiday” wherever used in this Article shall mean any of the following days:

New Year's Day, Good Friday, Louis Riel Day, Victoria Day, Canada Day, a day to be known as “Miner's Day” (which shall be July 10, 2009, July 9, 2010, July 8, 2011), Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing Day (which shall be deemed to be the 26th day of December).

14.02 If an employee is required to work on a general holiday and does so work:

- (a) that day shall be deemed to have been his regularly scheduled work day for the purpose of this Article, and
- (b) he shall be paid for the number of hours he was scheduled to work or less of such work at the rate of one and one-half ($1\frac{1}{2}$) times his basic rate and in addition he shall be paid holiday pay in an amount equal to his basic rate for the number of hours he was scheduled to work on that day, and
- (c) he shall be paid at the rate of two and one-half ($2\frac{1}{2}$) times his basic rate for all hours worked by him on that general holiday in excess of the hours he was scheduled to work on that day.

14.03 Where a general holiday falls on any employee's regularly scheduled day off, and he is not required to work that day, he shall, subject to Clause 14.07, be granted a holiday with pay immediately preceding the time of and in conjunction with his next annual vacation, or at an earlier time mutually agreed to by the employee and his supervisor.

14.03A An employee who has qualified for a holiday with pay pursuant to Clause 14.03 may request to be paid for the banked holiday in advance of his next annual vacation and to waive the day off which would have otherwise been granted to him pursuant to Clause 14.03. However, an employee may not request that such a payment be made during the period December 1 to 31.

14.04 Where a general holiday falls on an employee's regularly scheduled work day but he is not required to work that day, he shall, subject to Clause 14.07, be paid for that holiday in accordance with Clause 14.05.

14.05 Subject to Clause 14.06 and Clause 14.07, the pay for a holiday granted under Clause 14.03 or for a holiday granted under Clause 14.04 shall be the greater of:

- (a) an amount equal to the employee's basic rate for the hours he was regularly scheduled to work on the day of the general holiday or would have been scheduled to work if such general holiday had been a regularly scheduled work day for him, or
- (b) his average hourly earnings exclusive of overtime and exclusive of any mines incentive bonus for the hours on which he worked during the thirty (30) calendar days immediately preceding the general holiday plus the amount, if any, determined in accordance with Clause 14.06 multiplied by the number of hours he was regularly scheduled to work on the day of the general holiday or would have been scheduled to work if such general holiday had been a regularly scheduled work day for him.

14.06 The amount, if any, to be determined under this clause 14.06 for the purpose of Clause 14.05(b) shall be determined as follows:

- (a) if the employee actually worked ninety-six (96) hours or more (whether on mines incentive or not) during the calendar month immediately preceding the month in which the general holiday occurred, the amount, if any, shall be in accordance with paragraph (b) of this Clause 14.06;
- (b) the amount, if any, in accordance with this paragraph (b) shall be the amount, if any, determined by dividing the employee's mines incentive bonus, if any, for the calendar month immediately preceding the month in which the general holiday occurred by the number of hours which the employee actually worked (whether on mines incentive or not) during that immediately preceding calendar month; and
- (c) if the employee did not actually work (whether on mines incentive or not) at least ninety-six (96) hours during the calendar month immediately preceding the month in which the general holiday occurred, the amount, if any, shall be the greater of:
 - (i) the amount, if any, in accordance with paragraph (b) of this Clause 14.06, or,
 - (ii) the amount, if any, determined by dividing the employee's mines incentive bonus for the calendar month immediately preceding the calendar month immediately preceding the month in which the general holiday occurred, by the number of hours which the employee actually worked (whether on mines incentive or not) during the calendar month immediately preceding the calendar month immediately preceding the month in which the general holiday occurred.

14.07 An employee shall not be entitled to pay for any of the general holidays on which he has not worked where:

(a) he has not worked in the thirty (30) day period immediately preceding the general holiday;

or

(b) he did not report for work on the general holiday after having been notified that he was required to work on the day of the general holiday; except where his absence:

(i) is due to a death in his immediate family as defined in Clause 8.09; or

(ii) is due to illness and a doctor's certificate is submitted to that effect; or

(iii) is due to his service on a legally constituted jury engaged in the administration of justice;

or

(c) he has not worked either on his regularly scheduled work day immediately preceding or following the general holiday; except in the case of an employee whose absence on such work day or days:

(i) is due to a death in his immediate family as defined in Clause 8.09; or

(ii) is due to illness and a doctor's certificate is submitted to that effect; or

(iii) is due to his service on a legally constituted jury engaged in the administration of justice; or

(iv) is pursuant to leave of absence granted by the Company.

14.08 Where reasonably possible and subject to the requirements and efficiency of operations, the Company will notify each employee who is going to be required to work on a general holiday at least five (5) calendar days prior to such general holiday, that he is going to be required to work on that general holiday, but where in the opinion of the Company it is necessary for the requirements of operations, the Company may require an employee to work on a general holiday or may inform such employee that he is not required to work on the general holiday even though he has been notified to the contrary under this Clause 14.08.

14.09 To the extent permitted by the requirements and efficiency of operations, the Company will schedule work required to be performed on a General Holiday by giving preference according to the seniority ranking of the employees in the required occupational classification (in this instance "occupational classification" means an individual's full-time bid job) in the workgroup for whom the day upon which the General Holiday fell was a regularly scheduled work day.

ARTICLE 15 - SENIORITY

15.01 The Company recognizes that, subject to Clause 15.02, job opportunity and job security should increase according to seniority or seniority ranking in the cases set forth in this Article 15. Subject to Clause 15.02, the Company shall give preference according to seniority or seniority ranking in the case of:

- (a) transfers out of a department,
- (b) promotions and demotions,
- (c) layoffs, and
- (d) recall,

in accordance with this Article 15.

15.02 The giving of preference according to seniority or seniority ranking, in accordance with this Article 15, shall be subject to the requirements and efficiency of operations and the ability, knowledge, training and skill of the employee to fill the normal requirements of the job.

15.03 A probationary employee may be terminated by the Company without review under the grievance procedure. However, so long as he is an employee, he shall be entitled to the benefits of Article 15, except for Clause 15.26.

Transfers out of a Department

15.04 In all cases of transfers out of a department (except where such transfer is temporary only, not to exceed sixty (60) days) resulting from a change or reduction in operations in such department, the Company shall transfer the employees affected in the reverse order of their seniority ranking, subject to Clause 15.02.

When employees are to be transferred out of a department other than pursuant to Clause 15.06 and other than in reverse order of their seniority ranking, the senior employee who is to be transferred will, where practicable, be given the opportunity to acquire through training the qualification necessary to fill the vacancy that would have been created had the employees been transferred in reverse order of their seniority ranking.

Where it is practicable to give a senior employee such training, the length of the training period shall be in proportion to his seniority and each such employee will be given a maximum of one week of training for each complete year of continuous service.

The employees to be transferred pursuant to this Clause 15.04 shall be included on a Forced Transfer List. An employee on the Forced Transfer List may indicate to the Company his preference for the department to which he wishes to be transferred.

Prior to making a transfer the Company shall combine on a revised transfer list the employees on the Forced Transfer List together with the employees on the list of outstanding transfers, as outlined in Clause 15.06, who wish to transfer to the department where a vacancy exists.

Subject to Clause 15.02, the Company shall transfer the employees on the revised transfer list in the order of their seniority. Where such transfer results in a vacancy in a department the Company shall fill the vacancy from among the employees on the Forced Transfer List having consideration for the wishes of the employees and their respective seniority ranking.

Employees remaining on the Forced Transfer List shall, subject to Clause 15.12, be transferred to the department where a vacancy exists.

15.05 When an employee is transferred from one department to another and the Company has signified that such transfer is temporary only, such employee shall be returned to the department from which he was transferred within a period of sixty (60) days. During such period for the purpose of seniority ranking the employee shall be deemed:

- (a) to have seniority ranking in the department from which he has been temporarily transferred, and
- (b) not to have seniority ranking in the department to which he has been temporarily transferred,

provided, however, that in the case of a temporary promotion to fill a temporary vacancy, other than a Temporary Vacancy as defined in Clause 15.08, he will be considered for that temporary promotion as though he had seniority ranking in the department to which he has been temporarily transferred, subject to Clause 15.02.

15.06 An employee wishing to transfer from one department to another may file with the Company a written request to do so, providing he has not been granted a transfer at his own request for a period of six (6) months. The employee making such application shall be given a duplicate of such request for transfer. The Company shall maintain a file of such applications for transfer and shall consult such file when considering hiring new employees.

In the event of a vacancy occurring in the department into which the employee wishes to transfer, preference shall be given to such employee's application before a new employee is hired to fill the vacancy. For the purposes of this

Clause "preference" shall mean the consideration of the following factors namely, the wishes of the employee and his expressed reasons therefore, his seniority, the efficiency and requirements of operations and the ability, knowledge, training and skill of the employee to progress in the department for which he has made application.

In the event there are applications for transfer between departments where no vacancy exists, the Company will consider such applications in order to exchange suitable applicants.

The Company will provide the Conflict Resolution Coordinator with a list of all outstanding transfer applications once per month. At the request of the Conflict Resolution Coordinator but at a frequency no greater than once per month, the Supervisor of Employee Relations and/or other designated officials of the Company shall meet with the Conflict Resolution Coordinator and up to one other representative of the Union to review any outstanding applications for transfer. At a frequency of twice per year, such meetings will also be used to remove from the list of outstanding applications for transfer the names of those employees who have recently been transferred or whose names should otherwise be removed from the list. The provisions of Clause 19.04 with respect to time lost shall apply to the two (2) representatives of the Union in attendance at such meetings.

Job Posting - Mechanical and Electrical Departments

15.07 The Company recognizes that an employee in the Mechanical Department or an employee in the Electrical Department may have a preference as to Departmental Working Area.

For the purposes of this Clause 15.07 a Vacant Position will occur when the Company decides to:

- (a) increase the total number of tradesmen within the Department,
- (b) adjust the number of tradesmen between Departmental Working Areas or between trades, or
- (c) assign a newly graduated T.Q. tradesman.

When a Vacant Position occurs:

- (i) The Company will post a notice for seven (7) calendar days in all areas. Any employee in the Mechanical Department or in the Electrical Department may apply in writing within the seven (7) day period. The successful applicant will be selected according to seniority ranking, subject to Clause 15.02.

(ii) Should the Company decide to fill the position in the Departmental Working Area vacated by the successful applicant in (i) above, it will post a notice for seven (7) days in all areas and any employee in the Mechanical Department or in the Electrical Department may apply in writing within the seven (7) day period. The successful applicant will be selected according to seniority ranking, subject to Clause 15.02.

(iii) Should the Company decide to fill the position in the Departmental Working Area vacated by the successful applicant in (ii) above, it will select the successful applicant from among the employees on the Request for Reassignment List according to seniority ranking, subject to Clause 15.02.

Employees in the Central Maintenance Departmental Working Area may also make written application for a vacant position in Construction, Utilities or Shops within that Departmental Working Area. Similarly employees in Thompson Mine Departmental Working Area may also make written application for a vacant position in T-1 or T-3 Area.

In the event there is no successful applicant under (i), (ii) or (iii) above, or should the Company decide to fill the position in the Departmental Working Area vacated by the successful applicant in (iii) above, the Company may assign or reassign an employee to the Departmental Working Area as follows:

- (a) in the event of an increase in the total number of tradesmen within the Department, the tradesman entering the Department may be assigned,
- (b) in the event of an adjustment, the junior qualified tradesman in the Departmental Working Area or trade where the reduction is to take place may be reassigned. At the time of posting the notice, the Departmental Working Area or trade in which the reduction will take place will be indicated on the notice, or
- (c) the newly graduated apprentice may be assigned, if the notice was posted to provide a vacancy to accommodate his graduation.

For the purposes of this Clause 15.07, "Departmental Working Area" means the physical areas listed in Schedule "E".

An employee who is a successful applicant in (i), (ii) or (iii) above will not be eligible to make application under the terms of (i), (ii) or (iii) above for a period of six (6) months from the posting of his name as the successful applicant.

15.07A When an employee in the Mechanical Department or the Electrical Department is to be temporarily reassigned from one Departmental Working Area to another Departmental Working Area the Company shall, to the extent permitted by the

requirements and efficiency of operations, give preference according to the seniority ranking of the employees in the required trade.

Promotions and Demotions

15.08 When the Company is considering cases of promotion to fill a vacancy within a department and when the Company is considering cases of demotions within a department, the Company shall give preference according to seniority ranking of the employees affected. These considerations shall be subject to Clause 15.02.

Where the factors described in Clause 15.02 are to all intents and purposes equal as between two or more employees, their relative seniority ranking shall govern except that an incapacitated employee assigned pursuant to Clause 15.25 shall not be demoted in order to create a vacancy for an employee with more seniority where no other suitable employment with the Company is available to the incapacitated employee or where such demotion would result in the incapacitated employee being laid off other than in reverse order of seniority.

Clause 15.08 shall not apply in the case of Vacant Position in the Mechanical Department or the Electrical Department as defined in Clause 15.07.

Promotions or demotions of a temporary nature for a period of fifteen (15) days or less shall not be subject to Clause 15.08.

Promotions to or in supervisory or confidential positions shall not be subject to Clause 15.08.

15.08A Temporary Vacancy means a vacancy resulting from:

- (a) sick leave granted under Clause 15.26,
- (b) leave granted for reason of disabling accident or illness,
- (c) vacation granted under Article 12 or Special Vacation granted under Article 13,
- (d) temporary transfer under Clause 15.05,
- (e) Union leave granted under Article 17,
- (f) educational leave granted under Article 24,
- (g) public office leave granted under Clause 26.01,
- (h) maternity leave granted under Article 25,

- (i) temporary transfer of less than six (6) months duration to office staff, engineering staff, geological staff, Foreman or any position in which the individual is not an "employee" within the meaning of The Labour Relations Act,
- (j) any vacancy resulting from the assignment of an employee to modified work due to a temporary medical limitation, or
- (k) any vacancy resulting from the temporary assignment of an employee to a reserved job under clause 15.27.

In cases of temporary promotion to fill a Temporary Vacancy the Company will, subject to Clause 15.02, give preference according to the seniority ranking of the employees affected. Where the factors described in Clause 15.02 are to all intents and purposes equal as between two or more employees, their relative seniority ranking shall govern.

- 15.09 In making temporary promotions other than temporary promotions to fill a Temporary Vacancy as defined in Clause 15.08A, and in making temporary demotions, the Company shall, subject to Clause 15.02, give preference to the employee with the greatest seniority ranking, who is working on his regularly scheduled work day, provided such employee is reasonably available.

Where the employee with the greatest seniority ranking is reasonably available and he is not temporarily promoted, provided he shall not have declined the opportunity for such temporary promotion and provided the reason he was not temporarily promoted was not Clause 15.02, he shall, subject to Clause 8.07, be paid for the time that the temporary promotion lasts at the rate applicable to the occupational classification in which the promotion occurred even though he did not actually perform work in that occupational classification.

Job Posting

- 15.10 Except in the case of

- (a) a Temporary Vacancy as defined in Clause 15.08A; or
- (b) a vacancy in any job in the Mechanical Department or the Electrical Department; or
- (c) a vacancy in a reserved job as defined in Clause 15.27,

when a vacancy occurs in any job (other than a job considered by the Company to be temporary only, not to exceed thirty (30) days) for which the basic wage is Step 5 or higher in the case of underground jobs, or Step 3 or higher in the case of surface jobs, (except for the occupational classification of Janitor), notice of such

vacancy shall be posted for seven (7) calendar days on the bulletin board provided in the department in which such vacancy has occurred. All notices of vacancy shall designate the shift (day, afternoon or night) in which the vacancy exists on the date on which the notice is posted.

Notices of vacancy in underground jobs in the Mine Departments shall indicate the level and the number of the mining complex or stope to which the successful applicant shall be assigned, provided, however, that he may be reassigned when warranted by the requirements or efficiency of operations or the ability, knowledge, training and skill of the employee. Where an employee in an underground job in a Mine Department is reassigned the Company shall post a notice in the Department indicating the name of the employee and the number of the mining complex or stope to which he was reassigned and the Company shall promptly send to the Union a copy of such notice.

Any employee in the department in which the job is posted or who applies in accordance with Clause 15.10A:

- (i) who is in an occupational classification different from that of the posted job, or
- (ii) who is in the same occupational classification but is assigned to shift work while the posted job is for day-time work or vice-versa, or
- (iii) who is in the same occupational classification as that of posted job but is assigned to a different level, mining complex, or stope, or
- (iv) who is in the same occupational classification that of the posted job but is assigned to a different shift,

may apply in writing for such job within the said seven (7) days. In considering which applicant is to fill such vacancy, the Company shall give preference according to the seniority ranking of the employees affected, subject to Clause 15.02. Where the factors described in Clause 15.02 are to all intents and purposes equal as between two or more employees, their relative seniority ranking shall govern.

An employee who is the successful applicant for a job in accordance with (iii) or (iv) above will not be eligible to make application under the terms of (iii) or (iv) for a period of six (6) months from the posting of his name as the successful applicant.

Nothing in the foregoing provisions shall limit the right of the Company to assign any employee in any occupational classification from day-time work to shift work or vice-versa in the same occupational classification.

15.10A An employee in a Mine Department may apply in writing to fill a vacancy posted pursuant to Clause 15.10 in another Mine Department providing he has not been employed in an occupational classification in such other Mine Department in the six (6) month period immediately preceding the date of the posting.

Notwithstanding anything hereinbefore contained, an employee who has been transferred, pursuant to Clause 15.04 from the Mine Department in which the vacancy exists shall be permitted to make application for such vacancy.

15.11 The Company shall, without delay after a notice of a vacancy has been posted for seven (7) calendar days, post for at least seven (7) calendar days the name, employment number, and seniority of the successful applicant. If there shall have been no applicant, or no successful applicant for such job, such fact shall be posted. Except in the case of the Mechanical Department or the Electrical Department, the Company, if it fills such job from within the department, shall within four (4) weeks from date of posting and subject to Clause 15.02, select from among the employees therein, that employee having the lowest seniority ranking.

The Company shall, without delay after a notice of a vacancy has been posted for seven (7) calendar days, post for at least seven (7) calendar days the name, employment number, and seniority of the successful applicant. An employee who is a successful applicant in Clause 15.10 (i), (ii) or (iii) above will, except in unusual circumstances, be transferred by the Company to his new position within sixty (60) calendar days of the posting of his name as the successful applicant.

The Company will promptly send to the Union, a copy of the notice of vacancy showing the disposition thereof. When a vacancy has been filled, the name, employment number and seniority of the successful applicant or the employee who has been appointed, as the case may be, shall be shown on the notice.

Layoff

15.12 The Company and the Union agree that employment security, though not a guarantee, should increase according to seniority.

When employees are laid off for more than thirty (30) days, either for lack of work or in order to create vacancies for employees with more seniority who would otherwise be laid off for lack of work, the Company shall, subject to Clause 15.02, lay off employees in the reverse order of their seniority.

When employees are to be laid off other than in reverse order of seniority, the senior employee who is to be laid off will, where practicable, be given the opportunity to acquire through training the qualification necessary to fill the vacancy that would have been created had the employees been laid off in reverse order of their seniority.

Where it is practicable to give a senior employee such training the length of the training period shall be in proportion to his seniority and each such employee will be given a maximum of one week of training for each complete year of continuous service.

15.13 Subject to Clause 15.19, an employee who

- (a) has at least one (1) year of seniority,
- (b) is laid off either for lack of work or in order to create a vacancy for an employee with more seniority who would otherwise be laid off for lack of work, and the Company considers such lay off to be permanent, and
- (c) notifies the Company in writing, within one hundred and twenty (120) days of being so laid off, that he relinquishes his right of recall under Clause 15.15 and wishes to terminate his employment,

shall be paid as severance pay an amount equal to

- (i) one hundred and sixty (160) times his basic rate, plus
- (ii) forty (40) times his basic rate multiplied by a number which is the number of his "Years of Service" as defined in Clause 10.01(b) but disregarding any fraction of a year, minus
- (iii) any amount paid to him under Clause 10.05(a).

15.14 When employees are temporarily laid off for thirty (30) days or less, either for lack of work or in order to create vacancies for employees with more seniority who would otherwise be laid off for lack of work, the Company shall, subject to Clause 15.02, lay off employees in the reverse order of their seniority ranking, except in cases of breakdown or other emergency or other circumstances beyond the immediate control of the Company.

Recall

15.15 During a period of twenty-four (24) months from the date of a lay off of any employees having seniority rights, if the Company shall require workers the Company shall determine which individuals who were so laid off are qualified to fill the normal requirements of the jobs then available. From among such qualified individuals and to the extent of the number of workers required, the Company shall select those most recently laid off and a notice stating the title of the job for which such individual is considered qualified and the proposed time and place of hiring shall be sent to each such selected individual by registered mail addressed to the

last address recorded by the individual with the Manager, Human Resources of the Company at Thompson, Manitoba. The time of hiring specified in the notice shall be not less than ten (10) days later than the date on which the notice would, in the ordinary course of mail, be received at that address.

- 15.16 Individuals reporting for work pursuant to such notices shall, if they are then qualified to fill the normal requirements of the jobs available, be rehired in the inverse order to that in which they were laid off, and on such rehiring the seniority of such individual shall be computed as though he had continued in the employment of the Company instead of being so laid off and rehired.
- 15.17 The Company shall not be required to rehire at any time any individuals who shall fail to report for rehiring pursuant to such notice. The Company may fill any jobs available on a temporary basis pending rehiring of those having recall rights as hereinbefore set forth.
- 15.18 When the individual to whom such a notice has been sent is unable to report for work on the day specified in such notice by reason of sickness, then such individual shall not lose his recall rights by reason only of his failure to report for hiring pursuant to such notice if he shall have notified the Manager, Human Resources, Health, Safety & Environment of the Company at Thompson, Manitoba, in writing on or before the day specified in such notice of his sickness together with a satisfactory medical certificate. In such event, the name of the individual in question will be placed at the top of the recall list, provided that there shall be no right of recall after twenty-four (24) months from the date of layoff.
- 15.19 An employee who is employed by the Company in the Mechanical Department or the Electrical Department may, within five (5) working days of transfer or demotion to another classification due to lack of work, elect to be laid off and governed by the recall provisions set out in this Article 15. In addition, any such employee laid off either by his own election or for lack of work shall not lose his recall rights by reason only of his failure to report for rehiring in a job other than one in his former classification. An employee who elects to be laid off under this Clause 15.19 shall not be entitled to any severance pay under Clause 15.13.

Loss of Seniority

- 15.20 When an employee is granted leave in excess of two (2) weeks for reason other than disabling accident or illness or other compassionate grounds, no such period of leave shall be counted in determining the seniority of any such employee. Provided, however, that when an employee is granted leave of absence pursuant to Article 17 or Article 24 or Article 25 or Article 26, the period of such leave of absence shall be counted in determining the seniority of such employee.

15.21 An employee shall lose his seniority whenever any of the following shall occur:

- (a) when he voluntarily terminates his employment;
- (b) when he is discharged for cause;
- (c) when he is absent without leave for ten (10) or more consecutive working days, unless excused by his Foreman or the Human Resources Department;
- (d) when he fails to report to the Manager of Human Resources within the time specified by any notice of recall, subject to Clause 15.18 hereof;
- (e) when he fails to report to the Manager, Human Resources on the expiring of an authorized leave of absence;
- (f) subject to Clause 15.16, when he is laid off.

General

15.22 The Company shall post seniority lists for each department showing the seniority ranking of each employee in such department. No complaints concerning the seniority lists shall be dealt with under the provisions of this Agreement concerning the adjustment of grievances. The seniority lists for each department shall be revised by the Company and brought up to date at least once during each three (3) month period. The Company will provide the Union with a copy of such lists.

15.23 Nothing in this Agreement shall be construed so as to preclude the Company from transferring to the category of an employee any individual employed by the Company in another category, and (except where such transfer is temporary only), the length of such individual's continuous service with the Company shall be deemed to be accumulated seniority and shall be transferred and placed to his credit.

15.24 Nothing in this Agreement shall be construed so as to preclude the Company from assigning individuals (including students in any part-time employment) to any job to try out their capabilities and/or to provide them with special training or experience in preparation for broader assignments with the Company or with associated companies, and nothing in this Agreement shall be construed so as to preclude the Company from promoting, demoting, engaging or dispensing with the services of any such individuals or from directing their efforts from time to time, provided, however, that no such individual shall be assigned to take over

the job occupied by an employee if such an assignment would result in the demotion of such employee.

Training obtained under this Clause 15.24 subsequent to September 16, 1999 will not be considered in the application of Clause 15.02.

Individuals training under this Clause 15.24;

- (i) will not be considered to be performing work which is normally performed by employees, and
- (ii) will not be considered for temporary promotions or overtime during the day (as defined in Clause 6.03(a)) on which he has been receiving such training.

The provisions of Clause 15.08A(i) shall not apply to individuals training under this Clause 15.24.

The Company shall, from time to time, provide the Union with a list of such individuals, not exceeding at any one time fifty (50) or five per cent (5%) of the employees, whichever shall be greater.

15.25 The Company will endeavour, subject to the requirements of operations, to find employment in his department (or failing his department, another department) which is suitable (in the opinion of a duly qualified medical practitioner) to any employee who has been temporarily or permanently incapacitated by age, disease or occupational accident and is therefore unable to perform his regular work. In the event such employment is not available, the Company may provide training opportunity for a permanently incapacitated employee where he can be qualified for a vacancy in a reasonable period of time. In assigning any such employee to any such employment the Company may disregard the seniority provisions of this Agreement except that such incapacitated employee shall not be assigned to take over a job occupied at the time by another employee unless such other employee is occupying a reserved job on a temporary basis pursuant to Clause 15.27.

15.26 The Company will grant sick leave of up to one (1) year's leave of absence without pay to any employee having seniority rights and seniority of less than nine (9) years and up to two (2) years' leave of absence, without pay, to any employee with seniority:

- (a) of nine (9) years or more, or
- (b) of two (2) years or more if he is entitled to compensation under The Workers Compensation Act.

The Company may extend such leaves for such further period as it may decide. The Company when granting any such leave will require the production of satisfactory medical evidence of sickness.

- 15.27 A "reserved job" shall mean any occupational classification identified by the Joint Rehabilitation Committee and mutually agreed by the Company and the Union as being suitable for an employee who, in the opinion of a duly qualified medical practitioner is permanently incapacitated and unable to perform his regular work. In the event of a vacancy in a reserved job, the Company will fill the vacancy in accordance with Clause 15.25. If there are no incapacitated employees capable of fulfilling the requirements of the vacancy, the Company will fill the vacancy on a temporary basis from among the employees regularly working in the department where the vacancy exists, subject to Clause 15.02. Where the factors described in Clause 15.02 are to all intents and purposes equal as between two or more employees, their relative seniority ranking shall govern. Where a reserved job occupied on a temporary basis by another employee is to be filled by an incapacitated employee pursuant to Clause 15.25, the employee occupying the job on a temporary basis shall be reassigned to his regular occupational classification.

ARTICLE 16 - TERMINATION OF EMPLOYMENT

- 16.01 The employment of an employee of the Company shall be terminated whenever the employee voluntarily terminates his employment, or is discharged, and the employment of an employee of the Company shall be and be deemed to be terminated whenever any of the following shall occur:
- (a) he is absent without leave for eighty (80) or more consecutive working hours unless excused by his Foreman or the Human Resources Department;
 - (b) he fails to report to the Manager, Human Resources or his designated representative on the expiry of an authorized leave of absence;
 - (c) he is laid off for lack of work (other than a layoff considered by the Company to be temporary).

ARTICLE 17 - LEAVE OF ABSENCE FOR UNION BUSINESS

- 17.01 During each year of the life of this Agreement, leave of absence shall be granted as indicated below and on the following conditions:
- (a) upon written application by the Union, not less than seven (7) days in advance, the Company will grant a leave or leaves of absence without pay totaling four (4) man years for work of an official nature for the Union;

- (b) upon written application by the Union, not less than one week in advance, the Company will grant to employees leave of absence, without pay, not exceeding twenty-one (21) days each, for the purpose of attending conventions or conferences of the Union;
- (c) upon request by the Union to the Company not less than forty-eight (48) hours in advance, excluding Saturdays, Sundays and general holidays, the Company will, subject to the requirements of operations, grant to employees, for Union business, casual leave of absence without pay, of not more than fourteen (14) days, not to exceed five hundred (500) man days in total for any one year of the Agreement;
- (d) upon written request by the Union given not less than one (1) week in advance to the Company, the Company will grant two (2) leaves of absence without pay during each year of the currency of this Agreement to the employees named in such requests to absent themselves to attend the recognized Labour College of Canada, any such leave or leaves to be of a maximum duration of ten (10) weeks for each employee named;
- (e) not more than six (6) employees shall be absent from any department at any one time, on leave granted under sub-clause (b) and sub-clause (c) above, and not more than a total of thirty (30) employees shall be absent at any one time on leave granted under sub-clause (b) and sub-clause (c) above. For the purpose of this sub-clause only, T-1 and T-3 Mines shall be considered to be separate departments;
- (f) upon request by the Union to the Company not less than forty-eight (48) hours in advance, the Company will grant the Chairman of the Grievance Committee leaves of absence totaling four hundred and sixteen (416) work-hours. Each such work-hour shall be paid in accordance with the provisions of Clause 19.04. Not more than forty-eight (48) work-hours shall be granted in any calendar month and not more than forty-eight (48) work-hours shall be granted on consecutive work days;
- (g) upon written requests by the Union not less than seven (7) days in advance, the Company will, subject to the requirements of operations, grant to Union Stewards casual leave of absence with pay in accordance with the provisions of Clause 19.04 of not more than two (2) days to absent themselves to attend Union training sessions provided, however, that not more than fifteen (15) Union stewards shall be absent at any one time on leave granted under this sub-clause (g) and not more than a total of seventy (70) leaves of absence shall be granted under this sub-clause (g) in any one (1) year of the life of this Agreement.

ARTICLE 18 - DISCHARGE AND DISCIPLINE

18.01 The discharge or disciplining without just cause of employees, other than probationary employees, may be dealt with as a grievance under this Agreement, if the employee concerned believes that his discharge or disciplinary action is in violation of this Agreement; provided that any such discharge complaint is presented at the Second Stage of the grievance procedure contained herein not later than seven (7) calendar days after the date of such discharge. Every effort shall be made to hold such Second Stage meeting within forty-eight (48) hours from the receipt by the Company of such Second Stage grievance.

18.02 If it should be determined under the grievance procedure that the discharge or disciplining of any employee is in violation of this Agreement, then such employee shall be reinstated by the Company and paid full compensation (less money earned by the employee during the time lost) at the employee's basic rate plus any applicable C.O.L.A. for the time lost while such discharge or disciplining was in effect, but limited to a maximum of forty (40) hours per week, all in respect of time so lost after such date. Upon such reinstatement, the employee's seniority shall continue as if no discharge or disciplining had occurred.

18.03 Any Warning, Written Reprimand, Suspension or Notice of Discharge given to any employee shall be given in writing, in duplicate. Where practicable it shall be given within two (2) workdays of the time when the incident giving rise to the discipline comes to the attention of the Company.

18.04 In any case where a period of ninety (90) calendar days has elapsed since an employee last received a Warning (as distinct from a Written Reprimand or a Suspension) for being absent without leave from his regular work, all previous Warnings (as distinct from Written Reprimands or Suspensions) for absence without leave shall be removed from the employee's record and shall not be taken into consideration by the Company when it decides upon the disciplinary action which is applicable with respect to subsequent absences without leave by such employee.

Similarly, in any case where a period of one (1) year has elapsed since an employee last received a Written Reprimand (as distinct from a Suspension) for being absent without leave, all previous Written Reprimands (as distinct from Suspensions) for absence without leave shall be removed from the employee's record and shall not be taken into consideration by the Company when it decides upon the disciplinary action which is applicable with respect to subsequent absences without leave by such employee.

18.05 Any Written Reprimand given as a Step II, Step III or Step IV or any Notice of Discharge will, where practicable, be given to an employee in the presence of a Union Steward if the employee so requests.

ARTICLE 19 - GRIEVANCE COMMITTEEMEN, UNION STEWARDS AND FULL TIME UNION POSITIONS

- 19.01 The Grievance Committeemen and Union Stewards shall consist of not more than an aggregate total of one (1) for each thirty-five (35) employees, plus an additional ten (10) Stewards, or sixty (60), whichever is the greater. All Committeemen and Stewards shall be employees.
- 19.02 There shall be a Grievance Committee selected by the Union consisting of not more than nine (9) employees, from amongst the Union Stewards. The Union will indicate to the Company from time to time, the individuals acting as Chairman and members of the Grievance Committee.
- 19.03 If it shall be necessary for a Grievance Committeeman or Union Steward to take time off during working hours to attend any meeting with supervisory personnel as set forth in the grievance procedure, he shall first obtain permission from his Foreman. The Company agrees that such permission shall not be unreasonably withheld.
- 19.04 Time lost by members of the Grievance Committee or Union Stewards during regular shifts in respect of meetings with Management Representatives held pursuant to the grievance procedure as hereinafter referred to, shall be paid for by the Company at the respective basic rates of such members, plus any applicable shift premium and C.O.L.A., if any, and for those Mine Department employees who are eligible for mines incentive bonus and who are denied the opportunity to earn mines incentive bonus during a regularly scheduled shift as a result of attending such meeting, an allowance in lieu of mines incentive bonus shall be paid in accordance with Clause 28.04B, but the Company may at any time discontinue such payments if, in the opinion of the Company, there is abuse of the privilege of attending such meetings.
- 19.05 Where an employee so requests, Union Stewards will, subject to the requirements and efficiency of operations, be allowed such time off as is reasonably required at a time to be arranged by supervision in order to assist the employee in connection with grievance or disciplinary matters which involve the employee.

In the case of underground operations arrangements will be made at each mine to permit Union Stewards to come up early or delay their descent on a pre-arranged schedule so that they may assist employees in connection with grievance or disciplinary matters which involve the employee. Where it is practicable other arrangements may be made by the Company.

- 19.06 The Parties recognize that it is most desirable that an earnest effort be made to develop and maintain a good relationship between employees and supervision.

If an employee has a complaint which he has been unable to resolve with his supervisor, a steward may attempt to resolve the complaint on behalf of the employee.

It is the further intent of the parties that issues and concerns be resolved prior to using the discipline or grievance procedures.

To accomplish this, the employee, accompanied by a Union Steward if requested by the employee or supervisor, should first attempt to resolve the above matters expediently.

Should any difference remain between the Company and any of the employees as to the meaning, application or alleged violation of the provisions of this Agreement, an earnest effort shall be made to settle such difference without undue delay in the manner as outlined in Article 20.

19.07 A Conflict Resolution Coordinator appointed by the Local Union President and paid at Job Class twenty-one (21), will in general

- a) improve grievance handling through better organization of the grievance procedure and training of Stewards;
- b) in co-operation with the Company, develop relationships between the Stewards and members of management;
- c) promote early resolution of work related issues.

The job description for the Conflict Resolution Coordinator is attached hereto as Appendix "H"

Upon completion of his term, he will return to his regular job which will have been considered a Temporary Vacancy for the period of his absence.

The parties agree to meet from time to time but not less than once each year during the term of the Collective Bargaining Agreement to discuss and evaluate progress toward the above objectives.

19.08 A member of the Joint Problem Solving Committee (JPS), appointed by the Local Union President following consultation with the Manager of Human Resources and paid by the Company, will act in the capacity of Facilitator and Resource Person.

The duties of the individual appointed to this position will include but not be limited to the following

- (a) facilitating JPS Committee meetings in conjunction with the Company facilitator;
- (b) liaising with other joint committees;
- (c) reviewing material provided by the Company concerning work to be contracted out;
- (d) developing and maintaining a working relationship with Department Heads;
- (e) carrying out special projects and tasks as may be assigned from time to time by the JPS Committee.

The job description for the JPS Facilitator is attached hereto as Appendix "I"

The individual appointed to this position will be paid at Job Class twenty-one (21) and upon completion of his term, will return to his regular job which will have been considered a Temporary Vacancy for the period of his absence.

19.09 Subject to Clause 19.07, Clause 19.08, Clause 28.13, and Clause 28.14, the appointment, removal or replacement of the Conflict Resolution Coordinator, the Joint Problem Solving Facilitator and Resource Person, the Worker Safety Representatives, and the Co-Chair, Division Environment, Health and Safety Committee will be in keeping with the By-Laws and Constitution of the Local Union.

ARTICLE 20 - GRIEVANCE PROCEDURE

Stage One

20.01 An aggrieved employee may, provided it is done within the first fourteen (14) days worked by such employee immediately following the occurrence of the circumstances giving rise to the grievance, make his representations orally or in writing to the Management Representative designated by the Company from time to time to handle such matter at this stage. In making such representations, he may, if he desires, be accompanied and represented by a Union Steward who is reasonably familiar with the work on which the employee is engaged. Such meeting will, except in unusual circumstances, occur during the grievor's working hours. Any settlement of the grievance reached between the aggrieved employee and the Company at this stage will be considered applicable to the case in question and not as establishing a precedent for future cases. If within three (3) work days (excluding the regular days off of the grievor and Management Representative) from the time when such representations were presented to such Management Representative a decision satisfactory to the employee is not given, then:

Stage Two

- 20.02 Notice in writing requesting further consideration of the matter shall, within seven (7) days from the giving of the decision of the Management Representative for Stage One, be given by the aggrieved employee or the Grievance Committee to the Management Representative for Stage Two who shall be from the department in which the matter arose. The official to whom such notice is given or his designated representative shall notify the aggrieved employee and the Union of the time and place at which he will meet such aggrieved employee accompanied and represented by not more than three (3) members of the Grievance Committee. Prior to setting a date for such meeting, the Company will discuss the matter with a member of the Grievance Committee to determine if the matter should first be returned, with guidance, to the parties involved at Stage One for further attempt at resolution. A Human Resources Representative and such other Company personnel as the Company may consider necessary to resolve the grievance shall accompany the Management Representative for Stage Two. The supervisor involved in the matter shall also accompany the Management Representatives if requested to do so by either the Company or the Union. Any such meeting will, except in unusual circumstances, be held within fourteen (14) days of the date upon which it was requested and be scheduled during the working hours of the aggrieved employee and the assigned members of the Grievance committee. At such meeting, representations in writing shall be presented and the decision of the Management Representative for Stage One shall be considered and the Management Representative for this Stage Two shall give his decision in writing within seven (7) days from the date upon which such representations were presented to him, and if the matter is not satisfactorily disposed of, then:

Stage Three

- 20.03 Notice in writing requesting further consideration of the matter shall, within seven (7) days from the giving of the decision of the Management Representative at Stage Two, be given by the Grievance Committee to the Human Resources Representative for Stage Three, who shall notify the Union of the time and place of the meeting with the Grievance Committee. Prior to setting a date for such meeting, the Company will discuss the matter with an officer of the Union to determine if the matter should be first returned with guidance to the parties involved at an earlier stage for further attempt at resolution. Such meeting will be held within seven (7) days of the date upon which such representations were presented to the Human Resources Representative for Stage Three and, except in unusual circumstances, be scheduled during the working hours of the assigned members of the Grievance Committee. The Grievance Committee shall be represented by not more than three (3) of its members, accompanied, if so desired, by an officer of the Union and/or a representative of the United

Steelworkers. The grievor shall also accompany the Grievance Committee if requested to do so by either the Company or the Union. The Company shall be represented by a Management Representative from the relevant department and a representative of the Human Resources Department. At such meeting the written representations presented at Stage Two and the decision of the Management Representative for Stage Two shall be considered.

Every effort will be made to give the decision in writing on behalf of the Company within seven (7) days from the date upon which such meeting is held except in the case of discharge where every effort will be made to give the decision of the Company in writing within seven (7) days from the date upon which the written notice was received by the Human Resources Representative for Stage Three.

- 20.04 Saturdays, Sundays and general holidays shall not be counted in determining the time within which any action is to be taken in each of the foregoing Stages One to Three.
- 20.05 Any difference arising between the Union and the Company with respect to the meaning, application or alleged violation of the provisions of this Agreement, instead of following the procedure hereinbefore set out, may be submitted in writing by either of such parties to the other, with opportunity for oral discussion between the officers of the Union and the President or his designated representatives. Failing settlement, a date will be agreed upon at this meeting for a further meeting between such senior officials of the Company as the Company may designate for this purpose, and the officers of the Union, who may be accompanied by a representative of the United Steelworkers.

In any event, the parties shall within twenty-one (21) days from the giving of notice as aforesaid, sign a memorandum of settlement, or, if the matter has not been satisfactorily adjusted, the party to whom the matter was submitted shall deliver to the other party a reply in writing to such submission.

- 20.06 Should any difference arise between the Company and the Union or any employee as to the meaning, application or alleged violation of the provisions of the Agreement, or should any employee believe that his discharge is a violation of the provisions of this Agreement, and should any party desire to take advantage of the procedure provided for in this Agreement, each step in such procedure (up to and including the appointment of a Board of Arbitration) required to effect a satisfactory disposition of the matter shall be taken by such party within the time limits set forth, or the matter shall be deemed to have been abandoned, unless the time limit applicable has been extended by written agreement between the Company and the Union.
- 20.07 The Company will post notices for each department indicating from time to time the Management Representative for each department designated to handle matters in such department at Stage One of the grievance procedure, and, if no Management

Representative shall have been designated, the matter may proceed to Stage Two.

ARTICLE 21 - ARBITRATION

21.01 Where a violation of this Agreement is alleged, or a difference between the parties to this Agreement relating to the meaning or application of the Agreement (including a difference relating to whether or not a matter upon which arbitration has been sought comes within the scope of the Agreement) arises, either party thereto, within fourteen (14) days from the giving of the decision of the Management Representative at Stage Three (or in the event of a difference between the Union and the Company, within fourteen (14) days from the date when the written reply to the submission was or should have been delivered) may notify the other party in writing of its desire to submit the alleged violation or difference to arbitration, whereupon the Company and the Union will forthwith make a joint application to the Minister of Labour for Manitoba to have a grievance mediator appointed to assist them in resolving the alleged violation or difference.

At the end of each month all the cases which have been referred to arbitration during that month will be listed chronologically according to the time when, in the case of a grievance, the second stage meeting was held, or in the case of a Company- Union difference, the first meeting was held to discuss it, that case being listed first in which such meeting was held earliest, and then a single arbitrator shall be allocated to each case in sequence from the following panel of individuals:

William D Hamilton
Gavin M Wood
Arne Peltz
Michael Werier

commencing with the name following the name of the last arbitrator allocated and commencing again at the beginning of the panel after coming to the end of the panel and for the purpose of such allocation a case which has been withdrawn from arbitration shall be deemed not to have been withdrawn from arbitration. If no second stage meeting is held on a grievance, the time to be used for the chronological listing will be the time when notice requesting further consideration was given under this clause. If no meeting is held on a Company-Union difference, the time to be used for the chronological listing will be the time when it was submitted in writing under this clause. If in any case the arbitrator allocated is unable or unwilling to act, the individual whose name follows his in the panel shall be substituted as arbitrator in that case.

- 21.02 No matter shall be considered by the arbitrator nor shall he render any decision in connection therewith unless and until he has first decided that such matter constitutes a difference between the Company and the Union or the employee initiating the matter, as to the meaning, application or alleged violation of this Agreement.
- 21.03 Whenever the arbitrator shall have decided that a difference does come within the scope of this Agreement, or that the matter before the arbitrator constitutes a difference as to the meaning, application or alleged violation of this Agreement, then such decision shall be considered as having been preliminary only and the same arbitrator shall proceed to consider the matter in dispute with the intent and object that a multiplicity of proceedings before arbitrators shall be avoided.
- 21.04 In any arbitration, the written representations of the aggrieved employee or the Grievance Committee made at Stage Two and the decision of the Company at Stage Three of the grievance procedure shall be presented to the arbitrator, and the award of the arbitrator shall be confined to determining the issues therein set out.
- 21.05 Each party to an arbitration shall be entitled through counsel, or otherwise, to present evidence, to cross-examine the witnesses of the other party, and to present oral arguments. The parties recognize that in some circumstances it is desirable to have written argument but it will be up to the arbitrator to decide whether to give the parties time to file written argument in any particular case. However, neither party shall be entitled to file written argument in an arbitration where the matter in dispute is the discipline or discharge of an employee.
- 21.06 The finding of the arbitrator as to the facts and as to the meaning, application or alleged violation of the provisions of this Agreement shall be conclusive and binding upon all parties concerned, but in no event shall the arbitrator alter, modify or amend any part of this Agreement.
- 21.07 Arbitrations shall be heard at Thompson, Manitoba, or at such other place as may be agreed upon by the parties from time to time.
- 21.08 The Union and the Company shall each be responsible for one-half ($\frac{1}{2}$) of the expenses of and fees payable to the arbitrator. The Company and the Union agree that the fees and expenses of the arbitrator shall be such as he may reasonably require.
- 21.09 Witness fees and allowances shall be paid by the party calling the witness.
- 21.10 No costs of any arbitration shall be awarded to or against either party.
- 21.11 The decision of the arbitrator shall be given if possible within a period of fourteen (14) days after the close of arbitration proceedings in the case of a grievance

respecting discharge or within a period of twenty-eight (28) days after the close of arbitration proceedings in the case of any other grievance.

ARTICLE 22 – MECHANICAL OR ELECTRICAL DEPARTMENT TRADES AND POWER ENGINEERS

Trades

- 22.01 This Article 22 applies only to employees in the Mechanical or Electrical Department.
- 22.02 It is the Company's intention to provide opportunity for employees in the trades to improve their qualifications in order that they may have the opportunity to advance in their respective trades.
- 22.03 Therefore the Company will provide for employees in the trades, up to the number which are required to be trained in any trade at any time, training programs consisting of "on the job" training combined with appropriate study courses.
- 22.04 Any employee in a trade who desires to participate in such a training program may make application to register as a trainee with the Company's Training Supervisor. Such applicants as may be selected will be informed as to the appropriate study course or courses that they must take, the nature of any such course or courses being dependent upon any prior training which may have been taken by the successful applicant. In selecting applicants the Company will give preference to their seniority ranking provided they have sufficient aptitude, knowledge or education to take the training.
- 22.05 The Company will upon the successful completion of any such approved study course by an employee reimburse such employee for the cost of such course, provided that at the time of completion of the course the employee shall be in the employ of the Company, unless he shall at such time have been laid off by the Company for lack of work.

Power Engineers

- 22.06 It is the Company's intention to provide opportunity for employees in the jobs of Power Engineers, to improve their qualifications in order that they may have the opportunity to advance in their respective job classes.
- 22.07 Therefore the Company will provide for such employees, up to the number which are required to be trained at any time, programs consisting of "on the job" training combined with appropriate study courses.

- 22.08 Any employee in the jobs referred to in Clause 22.06 hereof who desires to participate in such a training program may make application to register as a trainee with the Company's Training Supervisor. Such applicants as may be selected will be informed as to the appropriate study course or courses that they must take, the nature of any such course or courses being dependent upon any prior training which may have been taken by the successful applicant. In selecting applicants the Company will give preference to their seniority ranking provided they have sufficient aptitude, knowledge or education to take the training.
- 22.09 The Company will upon the successful completion of any such approved study course by an employee reimburse such employee for the cost of such course, provided that at the time of completion of the course the employee shall be in the employ of the Company, unless he shall at such time have been laid off by the Company for lack of work.

Incentive for Study Courses

- 22.10 It is the Company's intention to further assist the employees hereinbefore referred to in this Article in the completion of any study courses approved under the previous Clauses of this Article, and with this in view the Company will pay to each employee who successfully completes such a study course an amount equal to the employee's basic rate for one-half ($\frac{1}{2}$) of the standard hours specified for the completion of such study course. The determination of the standard hours specified for the completion of any study course shall be made by the Company and shall be final following consultation by the Company with the school or other agency supplying each course.

Apprentices

- 22.11 The Union recognizes the right of the Company to institute a training scheme for apprentices in each of the recognized trades. Such apprentices will be given opportunity for training in as many branches of their trade as the facilities of the plant will reasonably permit. At no time will the ratio of apprentices to employees in the trade in any trade exceed the ratio of one (1) to two (2), provided there may be at least one (1) apprentice in each trade notwithstanding the number of employees in the trade in that trade is less than two (2).
- 22.12 Notwithstanding the provisions of Clause 15.07 of this Agreement, no apprentice during his apprenticeship may apply to fill any job vacancy under the job posting provisions of this Agreement.
- 22.13 The length of apprenticeship shall be three (3) or four (4) years depending upon the particular trade and as may be determined by the Company. The Company may reduce the regular period of apprenticeship training where it is satisfied that an apprentice has received equivalent training or experience in his trade outside the Company's apprenticeship program.

Upon the successful completion of the period of apprenticeship training, an apprentice will, subject to the requirements of operations, be employed as a (TQ) tradesman in the trade for which he has apprenticed.

- 22.14 It is understood that age alone will not prevent entrance into the apprenticeship training program.
- 22.15 Subject to Article 9, the wage rates for apprentices shall be as set forth in the applicable table in Schedule "C" hereto.
- 22.16 The Company and the Union recognize that the continued improvement and upgrading of trades is necessary to keep pace with the rapid changes in technology and the workplace. Employees in their respective trades will have the opportunity to take upgrading programs offered by the Company. The selection of participants will be according to seniority ranking subject to the requirements and efficiency of operations and the ability, knowledge and training of the employee. The fact that an employee has not completed any such upgrading, enhancement or plant familiarization training will not affect his opportunity to apply for a Vacant Position under Clause 15.07, provided he successfully completes any required upgrading as soon as is practical after the reassignment.

There shall be a committee known as the joint "Trades Committee" consisting of three (3) employees appointed by the Union and three (3) persons appointed by the Company. The committee will meet at least once every month, and at such other times as may be agreed upon, for the purpose of exchanging and discussing information pertaining to trades and any program of Trades Enhancement and considering specific problems relating to the trades and trades enhancement. Such discussions may relate to the manner in which skills training will be delivered in order to ensure that the required safety, efficiency and quality standards are maintained.

These meetings may be attended by the President of the Union and/or a representative of the United Steelworkers and the Manager of Human Resources, Environment, Health and Safety and/or the Manager of Support and Technical Services. The Committee will receive direction from and report to the Executive Steering Committee. The Committee may request the attendance at the meeting of an individual who has special knowledge of subjects under discussion.

- 22.17 A Maintenance Mechanic whose most recent date of hire is prior to December 10, 1999 may apply to be assigned to the classification of Heavy Duty Mechanic provided that during the period January 1, 1989 to September 15, 2005 he shall have had an equivalent of three (3) or more years suitable work

experience with mobile equipment or he shall hold a valid Manitoba Certificate of Qualification in the trade of Heavy Duty Equipment Mechanic.

Such assignment shall be to the Departmental Working Area in which he was located pursuant to Clause 15.07 prior to being in the classification of Heavy Duty Mechanic.

For the purpose of this Clause 22.17:

- a) suitable work experience shall include diagnosis, repair, modifications and servicing of mobile equipment to the extent required to effect proper repair and preventative maintenance needs;
- b) mobile equipment shall include internal combustion, electric, and pneumatic powered self-propelled equipment and other pneumatic, hydraulic, and electro-hydraulic production equipment and related systems.

- 22.18 A Maintenance Mechanic who believes he has been denied the opportunity to be assigned under Clause 22.17 because of an error in the consideration of his work experience may request a review of his eligibility for assignment. The review will be conducted by the President of the local Union or his designate and one (1) individual appointed by the Company. The decision of the committee shall be final.
- 22.19 Following assignment pursuant to Clause 22.17 an employee may make application for a Vacant Position in the classification of Heavy Duty Mechanic in accordance with Clause 15.07.
- 22.20 Prior to posting a Notice Of Vacant Position pursuant to Clause 15.07, the ratio of Heavy Duty Mechanics to Maintenance Mechanics shall be as shown in Schedule "G"
- 22.21 An employee in the classification of Maintenance Mechanic or in the classification of Heavy Duty Mechanic shall not be laid off due to lack of work except in reverse order of seniority ranking.
- 22.22 No individual shall be hired to fill a Vacant Position in the classification of Heavy Duty Mechanic unless the qualified employees, if any, transferred or demoted to another classification pursuant to Clause 15.04 or having recall rights pursuant to Clause 15.13 shall have first been reassigned or rehired.
- 22.23 The Company will review and, where necessary, amend the work experience provided to Apprentices to comply with current government programs. In conducting such review the Company will give careful consideration and substantial weight to the concerns of the joint Trades Committee.

22.24 When an employee assigned to the classification of Heavy Duty Mechanic pursuant to Clause 22.17 wishes to make an application to the Apprenticeship and Trades Qualification Board for the purpose of obtaining a Manitoba Certificate of Qualification in the trade of Heavy Duty Equipment Mechanic, the Company shall provide to the employee a record of suitable work experience, that complies with Manitoba legislation, during the period of his employment with the Company.

ARTICLE 23 - GENERAL TRAINING

Training During Working Hours

23.01 The Company desires to provide an opportunity for employees to qualify for certain higher rated occupational classifications by providing training during working hours. The jobs in which employees may be employed for these purposes are hereinafter called "trainee jobs".

23.02 There shall be a committee known as the joint "Training Committee" consisting of the Joint Problem Solving Coordinator and up to two (2) additional representatives appointed by the Union, and either the Superintendent of Human Resources or the Superintendent of Training and up to two (2) additional representatives appointed by the Company.

The committee will meet at least once per quarter, and at such other times as may be mutually agreed upon, for the purpose of exchanging and discussing information pertaining to Company training programs and considering specific problems relating to training.

These meetings may be attended by the President of the Union and the Manager of Human Resources. The Committee may request the attendance at the meeting of other individuals who have special knowledge of subjects under discussion.

The provisions of Clause 19.04 with respect to payment for time lost shall apply to members of the joint Training Committee.

23.03 Whenever the Company decides that additional employees are required to be trained in such occupational classifications it shall post vacancies for "trainee jobs", except where the Company is assigning an employee to a trainee job as permitted by this Clause 23.03.

The employees required to fill the vacancies for trainee jobs will be determined in accordance with their respective seniority ranking. In the event that there is no successful applicant for a trainee job, or in the event that a successful applicant for a trainee job is not from among the employees regularly working for the immediate supervisor where the additional training may be required, the

Company may, in addition to any successful applicant, assign an employee to such trainee job from among the employees who are working for that supervisor. In making such assignment, the Company will, to the extent permitted by the requirements of operations, give preference according to their respective seniority ranking.

In this Clause 23.03 "deemed qualified" shall mean the employee is considered as having the ability, knowledge and skill to fill the normal requirements of the job, subject to him successfully completing the training required to obtain such ability, knowledge and skill.

Where practicable, the Company shall train the successful applicant either prior to or at least concurrently with the additional employee so assigned. Where it is preferable to the successful applicant, rather than train him concurrently with such additional employee, he shall be deemed qualified to fill a vacancy posted pursuant to Clause 15.10. Where he is the successful applicant for such vacancy, or at such earlier time as is mutually agreed to by the employee and his supervisor, the Company will provide him with the training and provided he successfully completes such training, assign him to the vacancy. Where he does not successfully complete such training, he shall be reassigned to his regular occupational classification which shall have been considered a Temporary Vacancy for the period of his training. In the event that the successful applicant for a trainee job, prior to being trained, is to be laid off pursuant to Clause 15.12, or transferred out of a Department pursuant to Clause 15.04, or demoted pursuant to Clause 15.08, then, provided being successfully trained will result in him not being so laid off or so transferred, or will result in him being demoted to an occupational classification more favourable to him, the Company shall provide him with the training as soon as practicable. Where he does not successfully complete such training, he shall be laid off pursuant to Clause 15.12, or transferred out of a Department pursuant to Clause 15.04, or demoted pursuant to Clause 15.08.

If the employee refuses to accept training or otherwise fails to successfully complete the training in an occupational classification for which he is deemed qualified, he shall forfeit his right to be trained in that occupational classification until he shall again have been the successful applicant for a training job in that occupational classification posted pursuant to this Clause 23.03.

No employee shall be eligible to be assigned such "trainee jobs",

- (a) who in the judgment of the Company is qualified in such occupational classification;
- (b) who has been successfully trained as a result of a previous training posting within the previous six (6) month period unless waived by the Company in which case the senior applicant will be given preference;

- (c) who within the six (6) month period prior to his application has failed to qualify in the same trainee job for which he is currently applying unless waived by the Company; or
- (d) who does not possess sufficient knowledge ability and skill to justify his being accepted for training.

Upon completion of the training period the trainee will be returned to his former classification.

23.04 A successful applicant for a training job shall be paid during the training period at the rate of his regular classification.

Home Study

23.05 Any employee who desires to take a home study course may prior to commencing such course make application to register the course with the Company's Training Supervisor who will advise the applicant whether or not the proposed course is a work related course and is acceptable to the Company for that individual under the provisions of this Article. A training course in computer skills taken through an approved training or educational organization will be considered a work related course.

23.06 The Company will upon the successful completion of a work related study course, accepted under the provision of Clause 23.05 by an employee, reimburse such employee for the cost of such course taken by the employee provided that at the time of completion of the course the employee shall be in the employ of the Company, unless he shall at such time have been laid off by the Company for lack of work.

ARTICLE 23A - "TRADE QUALIFIED" (T.Q.) TRADESMAN

23A.01 The job classification level for a "Trade Qualified" (T.Q.) Tradesman in the Mechanical Department or Electrical Department will be two job classes higher than the job class of the Tradesman job in that Trade.

23A.02 The following "Trade Qualified" (T.Q.) job classifications will be recognized:

| | | |
|------------------------------|---------------------------|-----------------|
| Bricklayer, T.Q. | Carpenter, T.Q. | Machinist, T.Q. |
| Heavy Duty Mechanic, T.Q. | Industrial Mechanic, T.Q. | Industrial |
| Pipefitter, T.Q. | Industrial Welder, T.Q. | |
| Industrial Electrician, T.Q. | Industrial Instrument | |
| Mechanic, T.Q. | Winder, T.Q. | |

- 23A.03 Qualification for the "Trade Qualified" job classification levels except Industrial Pipefitter, T.Q., will be via the current apprenticeship program which incorporates Community College training and the successful completion of provincial examinations, or by having an acceptable number of years in the trade to qualify for writing the provincial examinations followed by the successful completion of such examinations, either of which leads to the issuance of a Manitoba Certificate of Qualification in the above listed "Trade Qualified" classifications. A Manitoba Certificate of Qualification in the trade of Motor Vehicle Mechanic, or in the trade of Industrial Mechanic, or in the trade of Heavy Duty Equipment Mechanic shall be accepted for the application of the Heavy Duty Mechanic, T.Q. and the Industrial Mechanic, T.Q.
- 23A.04 The three year and four year apprenticeship wage rates, as appropriate for a given trade, will apply in accordance with Schedule "C" of the Collective Bargaining Agreement. No apprenticeship is currently available for the Industrial Pipefitter, T.Q.
- 23A.05 Upon completion of the apprenticeship and issuance of a Certificate of Qualification in one of the preceding designated trades, or in the case of the Industrial Pipefitter, T.Q., upon the issuance of a Gas Fitter "A" or "B" licence, the "Trade Qualified" employee will, without any job posting requirement, be paid at the appropriate job classification level.

ARTICLE 23B - APPRENTICE MINERS

- 23B.01 In view of the recognition of mining as a trade under The Apprenticeship and Tradesmen's Qualifications Act in the Province of Manitoba, the Company will continue with its training scheme for apprentice miners.
- 23B.02 Apprentice miners will be given opportunity for training in as many branches of their trade as the facilities of the plant will reasonably permit. The ratio of apprentice miners to journeymen miners may, in the discretion of the Company, exceed one to two.
- 23B.03 Notwithstanding the provisions of Clause 15.10 of the Collective Bargaining Agreement, no apprentice miner during his apprenticeship may apply to fill any job vacancy under the job posting provisions of the Collective Bargaining Agreement.
- 23B.04 The length of apprenticeship for apprentice miners shall be three (3) years except that the Company may reduce the regular period of apprenticeship training where it is satisfied that an apprentice miner has received equivalent training or experience in his trade outside the Company's apprenticeship program.

- 23B.05 It is the Company's intention to further assist apprentice miners in the completion of an apprentice training course, and with this in view the Company will pay to each apprentice miner who successfully completes such apprentice training course an amount equal to his basic rate for hours (up to a maximum of twenty-three (23) hours per week) in attendance at a government sponsored apprentice training course in related trade theory.
- 23B.06 It is understood that age alone will not prevent entrance into the miner apprenticeship training program.
- 23B.07 The wage rates for apprentice miners shall be as set forth in Schedule "C" of the Collective Bargaining Agreement, subject to Article 9.
- 23B.08 An employee holding a Certificate of Qualification in the Miner Trade shall be paid a Miner (T.Q.) hourly premium based upon twice the difference between the rates shown for two successive steps in the applicable table shown in Schedule B of the Collective Bargaining Agreement, for each hour worked by him, provided he is performing one of the following functions or jobs:
- Stope Leader Conventional; Stope Leader Mechanized; Drift Leader; Sandfill Boss; Topman; Construction Leader; Shaft Inspector Leader; Driller; Drift Driller; Production Trammer; Long Hole Driller; Raise Driller; L.H.D. Operator; Shaft Inspector; or V.B.M. Driller; or Haulage Truck Driver U/G.
- 23B.09 The Miner (T.Q.) premium shall be considered as part of an employee's basic rate while he is performing one of those functions.

ARTICLE 24 - EDUCATIONAL LEAVE

- 24.01 Where an employee wishes to further the possibility of his advancement with the Company by taking a full-time course of training, the Company may, subject to the requirements and efficiency of operations, grant him a leave of absence without pay provided that:
- (a) he has at least two (2) years seniority;
 - (b) no such leave will be for a period exceeding ten (10) months unless extended by the Company, and
 - (c) the number of employees on such leave from any department at any one time will not in the opinion of the Company interfere with the requirements and efficiency of operations in that department.

24.02 When leave is granted to an employee under Clause 24.01 he will be permitted, if he wishes, to continue his entitlement to benefits under all but not less than all of the following four (4) Plans in accordance with Clause 31.01,

- (a) the Group Life Insurance Plan,
- (b) the Group Prescription Plan,
- (c) the Group Dental Plan,
- (d) the Group Optical Plan,

provided he pays to the Company such amount as the Company considers reasonable toward the cost of these four (4) Plans.

24.03 If an employee on leave granted under Clause 24.01 fails to maintain regular attendance at the course of training for which that leave was granted, for reasons other than established illness, his employment may be terminated by the Company.

24.04 Subject to Clause 24.03, the period of leave granted under Clause 24.01 shall be counted in determining the employee's seniority.

ARTICLE 25 - MATERNITY LEAVE

25.01 Maternity leave will be granted in accordance with the provisions of The Employment Standards Code (Manitoba).

25.02 An employee who is granted maternity leave pursuant to Article 25.01 will be provided Supplemental Pay for a maximum period of seventeen (17) weeks provided that she:

- (a) has completed at least one (1) year of continuous service with the Company immediately prior to the commencement of her maternity leave;
- (b) provides to the Company satisfactory proof that she has applied for and is in receipt of Employment Insurance maternity benefits; and
- (c) signs an agreement with the Company which indicates that she will return to work for a period of at least six (6) months on the expiry of her maternity leave or, if she takes parental leave immediately following her maternity leave, on the expiry of her parental leave and that she will immediately repay to the Company the amount of Supplemental Pay provided to her in the event that she fails to return to work for a period of at least six (6) months for reasons other than disability, death or layoff on the expiry of

her maternity leave or, if she takes parental leave immediately following her maternity leave, on the expiry of her parental leave.

25.03 The amount of Supplemental Pay provided to an eligible employee will be as follows:

- (a) for the two (2) week waiting period for Employment Insurance maternity benefits, ninety percent (90%) of the employee's basic weekly wage in effect immediately prior to the commencement of her maternity leave; and
- (b) for each week of maternity leave in respect of which the employee receives Employment Insurance maternity benefits, to a maximum of fifteen (15) weeks, ninety percent (90%) of the employee's basic weekly wage in effect immediately prior to the commencement of her maternity leave, less the gross amount of Employment Insurance maternity benefits paid to the employee.

For the purpose of this Article 25, "basic weekly wage" shall mean that straight time weekly wage (exclusive of all premium pay such as holiday pay, shift premium, Sunday premium, overtime, cost of living allowance and nickel price bonus), based on the basic rate, to which the employee was entitled under the terms of this Agreement immediately prior to the commencement of her maternity leave.

25.04 If the Company cannot reasonably accommodate a pregnant employee, the Company may require the employee to commence a maternity leave of absence without pay at such time as she cannot, in the Company's opinion following consultation with a qualified medical practitioner, perform the normal duties of her job. Where the Company requires a pregnant employee to commence maternity leave of absence, she will be entitled to the weekly indemnity of the Group Accident and Sickness Insurance Plan for the portion of such leave that occurs prior to the expected date of her delivery.

25.05 The Company may at any time require an employee on maternity leave or entitled to maternity leave pursuant to this Article, to provide certification from a qualified medical practitioner of her condition including the expected and actual date of her delivery. In addition such an employee may be required by the Company prior to the employee returning to work from maternity leave or, if she takes parental leave immediately following her maternity leave, parental leave to present the Company with the written opinion of a qualified medical practitioner that she is able to perform the normal duties of her job.

ARTICLE 26 - PUBLIC OFFICE LEAVE

26.01 Upon written request by the individual concerned, the Company shall grant leave of absence without pay to any employee elected to or campaigning for his own election to the Manitoba Legislature or the House of Commons of Canada, or municipal office in the City of Thompson. Such leave shall be for a maximum period of two (2) months in the case of his campaigning or for the term of such office in the case of his election.

26.02 When leave is granted to an employee under Clause 26.01 he shall be permitted, if he wishes, to continue his entitlement to benefits under all but not less than all of the following four (4) Plans in accordance with Clause 31.01,

(a) the Group Life Insurance Plan,

(b) the Group Prescription Plan,

(c) the Group Dental Plan,

(d) the Group Optical Plan,

provided he pays to the Company such amount as the Company considers reasonable toward the cost of these four (4) Plans.

ARTICLE 27 - NO STRIKES NO LOCKOUTS

27.01 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, it shall not declare, authorize or engage in any strike, sit-down, slow-down or any suspension of work, nor shall the Company engage in any lockout at Thompson, Manitoba.

ARTICLE 28 – ENVIRONMENT, HEALTH AND SAFETY

28.01 The existing emergency response capability, safety devices and practices of the Company for the purpose of protecting employees from injury, accident and unhealthful conditions of work during their working hours shall be continued, subject to such improvements or changes as the Company may from time to time determine to be advisable. The Union shall have the right to discuss matters dealing with Environment, Health and Safety conditions at any time.

28.02 In recognition of the common concern of the Company and the Union in the area of safety and health, joint Environment, Health and Safety Committees shall be established.

28.03 Where a Committee member working on an Extended Shift Schedule attends a meeting scheduled pursuant to this Clause 28.03 or is designated by the Union to an inspection team and takes part in the monthly inspection, the difference between the hours that he was scheduled to work on that day and eight (8) hours will be spent at a location agreed to by the Department Co-Chairs working on Environment, Health and Safety issues as directed by the Union Co-Chairman of the Department Environment, Health and Safety Committee and will be paid in accordance with Clause 28.03A.

28.03A Time spent by employee members of the Department Environment, Health and Safety Committee while attending Committee meetings or making inspections as part of the Committee's inspection team will be calculated in units of one-half ($\frac{1}{2}$) hour and shall be paid for by the Company at the respective basic rates of such members plus any applicable premiums, and for those Mine Department employee members of the Department Environment, Health and Safety Committee who are eligible for mines incentive bonus and who are denied the opportunity to earn mines incentive bonus during a regularly scheduled shift as a result of attending Committee meetings or making inspections as part of the Committee's inspection team, an allowance in lieu of mines incentive bonus shall be paid in accordance with Clause 28.04B.

28.04 A Division Environment, Health and Safety Committee shall be established consisting of the President of the Union or his employee designate, a staff representative of the Union, a Committee Member from each Department Environment, Health and Safety Committee, the Manager of Human Resources the Superintendent of Safety, or their designates, and such other representatives of the Company as may be determined by the Company. The Union and the Company shall each designate a member as a Co-Chairman. The Committee shall meet quarterly, or more frequently if agreed to between the Co-Chairmen, for the purpose of reviewing the performance of the Department Environment, Health and Safety Committees and such other Environment, Health and Safety matters as agreed to by the Co-Chairmen. The Co-Chairmen shall meet and prepare an agenda at least fourteen (14) days prior to any scheduled meeting. The Company shall supply minutes of such meetings to the members of the Committee and to the Union.

A Division Steering Committee shall be established consisting of the Co-Chairmen of the Division Environment, Health and Safety Committee, one (1) employee to be chosen by the Union and one (1) individual to be chosen by the Company. Where it is mutually agreed the Division Steering Committee shall coordinate initiatives to develop and implement safety programs, safety policies and safety Standard Procedure Instructions (SPI). The committee shall meet as mutually agreed.

28.04A Time spent by employee members of the Division Environment, Health and Safety Committee while attending Committee meetings will be calculated in units of one-half (½) hour and shall be paid for by the Company at the respective basic rates of such members plus any applicable premiums, and for those Mine Department employee members of the Division Environment, Health and Safety Committee who are eligible for mines incentive bonus and who are denied the opportunity to earn mines incentive bonus during a regularly scheduled shift as a result of attending Committee meetings an allowance in lieu of mines incentive bonus shall be paid in accordance with Clause 28.04B.

28.04B The allowance, if any, in lieu of mines incentive bonus, to be paid for each half hour for the purpose of Clause 28.03A or Clause 28.04A shall be calculated in a manner similar to the calculation under Clause 14.06.

28.05 In the event of a serious accident or incident which has or could have resulted in a critical or fatal injury to an employee, the Company shall notify the Union in order that a member of the Department Environment, Health and Safety Committee from the department in which the accident or incident occurred may be accompanied to the site of the accident or incident as soon as possible after the inspections required by law have been completed.

In making such notification the Company shall make reasonable effort to contact the Union Co-Chairman of the Department Environment, Health and Safety Committee. If the Co-Chairman cannot be contacted a telephone message, where possible, shall be left and the Company shall then make reasonable effort to contact the Union Co-Chairman of the Division Environment, Health and Safety Committee. If the Co-Chairman of the Division Environment, Health and Safety Committee cannot be contacted a telephone message, where possible, shall be left and the Company shall then contact the Union President. If the Union President cannot be contacted a telephone message shall be left.

28.06 Where an employee, after he has commenced work in any day or shift, suffers an industrial accident which, in the opinion of a duly qualified medical practitioner, prevents him from continuing at work he shall be paid at his basic rate, plus any applicable shift premium, Sunday premium and cost of living allowance for the balance of the time he would have worked in such day or shift had such accident not occurred.

28.07 In any case where subsequent to his last date of hiring the Company requires that an employee undergo a medical examination or obtain a medical certificate as a condition of his employment with respect to a job, the examination will if possible be scheduled during the employee's regular working hours. If it is not possible to schedule such examination during an employee's regular working hours, the employee will be paid at his basic rate for any time spent on such examination.

28.08 The Company will furnish the Union on request with a weekly summary of injuries.

- 28.09 Two (2) days of safety and health training will be given in each year of this Collective Bargaining Agreement to each employee who is a member of a Department Environment, Health and Safety Committee at the time such training is given. Each Department Environment, Health and Safety Committee member shall be paid eight (8) hours pay at his basic rate plus any applicable shift premium and C.O.L.A. for each day of training he completes.

In addition to the above two (2) days, during each year of the life of this agreement the Company shall grant to Department Environment, Health and Safety Committee members two (2) days leave of absence to attend joint training, provided the Co-Chairmen of the Division Environment, Health and Safety Committee have reached agreement on the need for training, the content of the training, the instructor for the training, the participants at the training, and the location and timing of the training. Each Department Environment, Health and Safety Committee member shall be paid eight (8) hours pay at his basic rate plus any applicable shift premium and C.O.L.A. for each day of training he completes.

- 28.10 The subject matter of training shall be discussed by the Company and the Union at a Division Environment, Health and Safety Committee meeting.

- 28.11 A joint Environmental Steering Committee (ES Committee) will be established for the purpose of providing context for joint actions on specific environmental issues such as licensed discharge points, Smelter emissions, tailings basin, reclamation and public environmental concerns.

The ES Committee will consist of three (3) Union representatives and three (3) Company representatives. Union representatives will include the Union Divisional Environment, Health and Safety Co-chair, EHS Worker Rep and a third employee appointed by the Union. Company representatives will include the Superintendent Environment, Occupational Health and Medicine, Environmental Coordinator, and a third person appointed by the Company. The Union Divisional Environment, Health and Safety Co-chair and Superintendent Environment, Occupational Health and Medicine will act as joint Co-chairs of the ES Committee. Meetings of the ES Committee will be held quarterly or as mutually agreed. The ES Committee may request the attendance of individuals who have special knowledge of subjects under discussion.

The provisions of Clause 19.04 with respect to payment for time lost shall apply to members of the Environmental Steering Committee.

- 28.11A The Company and the Union agree to establish jointly through the Division Environment, Health and Safety Committee a program to monitor on an ongoing basis the effects, if any, to the health and safety of employees working on Extended Shift Schedules.

- 28.12 A joint Placement Committee will be established for the purpose of making recommendations on new and alternate placement of temporarily (which for the purpose of this Clause 28.12 shall not be less than twenty (20) work days) or permanently incapacitated employees in accordance with Clause 15.25.

The Placement Committee will consist of one (1) employee to be chosen by the Union, one individual from Occupational Medicine, and one (1) person chosen by the Company. The Placement Committee will meet as mutually agreed but not less than monthly. The Placement Committee may request the attendance at the meetings of an individual who has special knowledge of subjects under discussion. The Placement Committee will provide information on their activities and any issues arising from the application of the Company's policy on partially disabled employees to the Rehabilitation Committee. The Placement Committee may meet with the Rehabilitation Committee upon request.

The provisions of Clause 19.04 with respect to payment for time lost shall apply to the member of the Placement Committee.

- 28.12A A joint Rehabilitation Committee will be established for the purpose of advising on the application of the Company's policy on partially disabled employees and conducting an annual review of such policy. The Union representatives on the Rehabilitation Committee may make recommendations on revisions to the aforementioned policy and such recommendations will be given careful consideration and substantial weight by the Company in its decision making process.

The Rehabilitation Committee will consist of three (3) employees to be chosen by the Union, and up to three (3) persons chosen by the Company. The Rehabilitation Committee will meet quarterly or more frequently if mutually agreed. The meetings may be attended by the President of the Union and/or a representative of the United Steelworkers and the Manager of Human Resources, Environment, Health and Safety or his designate. The Rehabilitation Committee may request the attendance at the meetings of an individual or individuals having special knowledge of subjects under discussion. Such individual or individuals shall not be, or be considered to be, a member of the Rehabilitation Committee.

The provisions of Clause 19.04 with respect to payment for time lost shall apply to members of the Rehabilitation Committee.

- 28.13 A Worker Safety/H&E Representative shall be established for each location as set out in Schedule "F". Each Worker Safety/H&E Representative will be appointed by the President of the Local Union following consultation with the Company, from among the employees regularly employed in the location to which he is to be appointed. The duties and responsibilities of the Worker

Safety/H&E Representative will be as set out in the role descriptions attached hereto as Appendix "J" and Appendix "L".

Each Worker Safety/H&E Representative will report to the Union Co-Chairman of the Divisional Environment, Health and Safety Committee. The Department Head may assign safety and health related tasks comprising up to twenty-five percent (25%) of the Worker Safety/H&E Representative's time, provided that no assigned task will put the Worker Safety/H&E Representative in violation of the By-Laws and Constitution of the Local Union. The roles will be paid at Job Class twenty-one (21). Upon completion of his term, he will return to his regular occupational classification, which will have been considered a Temporary Vacancy for the period of his absence.

Each Worker Safety/H&E Representative will receive training and on the job experience in relation to the Company Safety Programs, the Standard St. John Ambulance certificate, The Workplace Safety and Health Act, the Occupational Exposure Monitoring Program and such other training as may be agreed upon.

In fulfilling his duties each Worker Safety/H&E Representative confers from time to time with the local Union President. The Union President may consult with or notify the Manager of Human Resources, Environment, Health and Safety of any matters of an exceptional nature, or when a Worker Safety/H&E Representative is to attend to matters other than normal safety duties.

Each Worker Safety Representative is accountable to inform the Department Head concerned of any substantive matters pertaining to safety, health or environment, and will maintain an interdependent and continuous relationship with the Safety Department and will work cooperatively to achieve safety, health and environment objectives

Upon notification by the Union given not less than one (1) week in advance to the Company that a Worker Safety Representative will be absent for a period of five (5) consecutive work days, he will be replaced by a Department Safety and Health committee member commencing on the first day of his absence.

The parties agree to meet periodically, but no less than once in each six (6) month period during the term of the Agreement, to discuss and evaluate the Worker Safety Representative positions

- 28.14 A Co-Chairman, Divisional Environment, Health and Safety Committee will be appointed by the Local Union President and paid at Job Class twenty-one (21), and upon completion of his term, he will return to his regular job which will have been considered a Temporary Vacancy for the period of his absence.

The incumbent will function in accordance with the job description outlined in Appendix "K".

The parties agree to meet from time to time but not less than once in every six (6) month period during the term of the Collective Bargaining Agreement to discuss and evaluate this position.

28.15 The Company shall give notice to the Co-Chairmen, Department, Environment, Health and Safety Committee seven (7) calendar days in advance of any monitoring or taking of samples under the OEMP planned for the department.

28.16 The Company shall as required, appoint individuals to serve as Co-Chairs of the Departmental Environment, Health and Safety Committees as outlined in Schedule 'D' of this Agreement. Such individuals will have the authority to make all appropriate decisions with regards to workplace Environment, Health and Safety matters.

ARTICLE 28A RIGHT TO REFUSE UNSAFE WORK

28A.01 In the event that Section 43 of The Workplace Safety and Health Act is repealed and not replaced, or is replaced in a manner that diminishes an employee's right to refuse unsafe work, this Article 28A shall come into effect.

28A.02 An employee may refuse to perform work where he has reasonable grounds to believe and does believe that the particular work is dangerous to his safety or health, or the safety or health of another employee or any other person.

28A.03 Where in accordance with Clause 28A.02 an employee refuses to work, the employee shall forthwith report his refusal and the reasons therefor to the immediate supervisor, foreman or any other person in charge at the workplace.

28A.04 The person receiving a report under Clause 28A.03 or a person designated by him shall, together with the employee and at the option of the employee, another employee (including, but not limited to, an employee who is a member of the Department Environment, Health and Safety Committee) representing the employee, make an immediate inspection of the worksite and take or cause to be taken such action as is necessary to remedy the dangerous condition.

28A.05 Until the dangerous condition reported by an employee under Clause 28A.03 is remedied:

- (a) the employee may continue to refuse to perform the particular work that the employee believed to be dangerous; and

- (b) the Company shall not assign or require any other employee to perform the particular work unless that employee has been informed by the first employee, or a safety and health officer designated under The Workplace Safety and Health Act, of the employee's refusal to perform the work and the reasons therefor.

28A.06 Following completion of an inspection under Clause 28A.04 if the dangerous condition is not remedied, any of the persons carrying out the inspection may notify a workplace safety and health officer of the refusal to work.

28A.07 Subject to Clause 28A.05(b), nothing prevents the doing of any work or thing that may be necessary in order to remedy a condition that is or is liable to be unusually dangerous to the safety or health of an employee.

ARTICLE 28B: RIGHT TO AN OBSERVER DURING WORKPLACE MONITORING AND SAMPLING

28B.01 In the event that Section 26 of The Workplace Health Hazard Regulation is repealed and not replaced, or is replaced in a manner that diminishes an employee's right to an observer during workplace monitoring and sampling, this Article 28B shall come into effect.

28B.02 Upon request by an employee, a member of the Department Environment, Health and Safety Committee, representing the employees, shall be permitted to act as an observer, to observe any monitoring in a workplace and the taking of samples or measurements done under the Occupational Exposure Monitoring Program (OEMP).

28B.03 The observer shall be given reasonable notice of the time and place of the commencement of the monitoring and of the taking of samples under the OEMP and shall provide access to a workplace for the purpose of observing the monitoring.

28B.04 Upon request by an observer, the monitoring procedure, including the taking of samples and measurements, shall be identified and explained.

28B.05 Where there is a health hazard to an observer for which protective equipment is necessary or advisable to prevent exposure of that observer, that protective equipment shall be provided with instructions with respect to procedures for its safe and healthy use and the observer shall be required to use or wear such equipment.

28B.06 An observer shall wear or use any protective equipment provided and shall comply with all procedures for the safe and healthy use of that equipment.

ARTICLE 28C HOURS OF WORK

28C.01 An employee will not work in excess of sixteen (16) hours in any twenty-four (24) hour period, except when authorized to do so by the Department Head in the event of an emergency. An emergency is defined as:

- Fire;
- Environmental incident or spill;
- Incident which has or could have resulted in a critical or fatal injury to an employee;
- Departmental power failure; or
- Incident which has or could have resulted in serious damage to physical assets or a significant loss of production.

28C.02 An employee who is authorized to work in excess of sixteen (16) hours as described in Clause 28C.01 will not thereafter be scheduled to commence work within eight (8) hours, and will not suffer any loss of pay as a result of any reduction in his hours of work pursuant to this Clause 28C.02.

28C.03 The Company will provide to all Environment, Health and Safety Committees a monthly summary of all occurrences of employees working in excess of sixteen (16) hours in a twenty-four (24) hour period.

ARTICLE 29 – MISCELLANEOUS PROVISIONS

29.01 Neither the Union nor any other person acting in its interests will engage in Union activities on plant or mines property, and neither the Union nor any other person acting in its interest will engage in Union activities on any other part of the Company's premises without prior permission of the Manager of Human Resources or his designate, which shall not be unreasonably withheld. It is understood that the foregoing shall not be construed so as to prevent employees from engaging in casual conversation relating to Union affairs.

29.02 No bills, bulletins, newspapers, handbills or other documents shall be posted or distributed in or about the mines and plant of the Company by the Union or by any employee. The Company at the request of the Union will, however, from time to time post on the bulletin board hereinafter provided for notices of:

- (a) the time, place and type of meeting of the Union, including, if desired, the names of speakers at such meetings;
- (b) the names of candidates for nomination of election as regular officers of the Union, or as delegates to Union conventions, and the names of the offices for which they are candidates and the results of such nominations or elections and the names of the officers and delegates;

- (c) the names of Grievance, Environment, Health and Safety and Incentive Bonus Committeemen;
- (d) recreational and social events sponsored by the Union;
- (e) notices of Scholarships or Bursaries of the Union; and
- (f) such other notices approved by the Company;

provided, however, that nothing will be posted or approved by the Company which contains anything of a controversial nature.

29.03 For the exclusive purpose of the above described notices, the Company will provide general bulletin boards of an appropriate size for the purpose of bringing such notices to the attention of employees in each department. Such bulletin boards will be located in employee lunchrooms except in the underground mines departments.

ARTICLE 30 - PENSION PLAN AND SECURITY FUND PLAN

30.01 The employees covered by this Agreement will continue to receive the benefits of the non-contributory Pension Plan for Hourly-Paid Employees in the Manitoba Operations, as registered under The Pension Benefits Act of Manitoba. Should any difference arise between the Company and any of the employees or between the Company and the Union covering the interpretation, application, administration or alleged violation of the provisions of the Pension Plan, such difference shall be settled in accordance with the grievance procedure and the arbitration provisions of this Agreement.

30.02 The employees covered by this Agreement will receive the benefits of the Security Fund Plan in accordance with the terms and conditions as set out in a separate agreement between the Union and the Company.

30.03 Any questions as to the operation of the Security Fund Plan may be taken up by an employee or by the Union with the President or his designated representative, but such Plan shall not be or be deemed to be a part of the Collective Bargaining Agreement and shall not be subject to grievance or arbitration.

ARTICLE 31 - INSURANCE BENEFITS

31.01 The employees covered by this Agreement will receive the benefits of a Group Life Insurance Plan, a Group Accidental Death and Dismemberment Plan, a Group Accident and Sickness Insurance Plan, a Group Prescription Plan, a Group Dental Plan, and a Group Optical Plan, subject to and in accordance with the terms and

conditions as set out in separate agreements between the Union and the Company attached hereto as Appendices "B", "C", "D" and "E".

- 31.02 In consideration of improved employee benefits paid for by the Company, the Union for the employees releases the Company from any obligation it might hereafter have to pay to employees any Unemployment Insurance rebate available because of the existence of a wage loss plan (Group Accident and Sickness Insurance Plan).
- 31.03 The Union for the employees also releases the Company and the Group Prescription Plan insurer from any obligation to provide further employee benefits in order to obtain reimbursement under The Prescription Drugs Cost Assistance Act.

ARTICLE 32 - COST OF LIVING ALLOWANCE

- 32.01 A cost of living allowance payment will, if applicable, be made to each employee as set out below. In this Article 32 a "quarter" means a calendar quarter ending December 31, March 31, June 30 or September 30 as the context requires.

The cost of living allowance will be based on the Consumer Price Index (all items - base: 1981=100) published by Statistics Canada (hereinafter referred to as the "CPI") and will be calculated as follows:

- (a) the CPI published for September 2008, shall be compared with the CPI published for June 2008, and the allowance shall be one (1) cent for each zero point one three (0.13) point increase by which the September 2008 CPI exceeds the June 2008 CPI; and
- (b) a similar comparison shall be made thereafter on the basis of the CPI published for the last month of each quarter compared with the CPI published for the last month of the previous quarter during the remainder of the term of this Agreement; and
- (c) if there is an increase in the CPI on the basis of the quarter to quarter comparison, the allowance shall be adjusted upward, subject to Clause 32.06, using the formula set out above and that allowance will be used to adjust the allowance for the next quarter; and
- (d) if there is a decrease in the CPI on the basis of the quarter to quarter comparison, the allowance shall be adjusted downward using the formula set out above subject to Clause 32.06; if the amount is a negative amount that negative amount will be used to adjust downward the allowance for the next quarter, subject to Clause 32.06.

- 32.02 The amount of the cost of living allowance payment to an employee for any quarter will be the cost of living allowance calculated for that quarter multiplied by the number of hours worked by the employee in that quarter.
- 32.03 The cost of living allowance payment does not form part of an employee's basic rate and will not be included for the calculation of vacation pay or the calculation of any other payments to employees.
- 32.04 No adjustment, retroactive or otherwise, shall be made due to any revision which may later be made in any Consumer Price Index published by Statistics Canada.
- 32.05 Cost of living allowance payments will be made in the pay period following publication of the later of the Quarterly Report of VALE Inco Limited or the relevant monthly CPI, subject to Clause 32.06.
- 32.06 Effective April 1, 2009 the rates set forth in Schedule "B" shall be adjusted as follows:
- (a) if the amount of the cost of living allowance for December 31, 2008 is greater than zero, the rates will be adjusted upward by such amount, and thereafter for the purposes of Clauses 32.01(c) and 32.01(d) the cost of living allowance for the quarter ended March 31, 2006 shall be deemed to be what it would have been if the cost of living allowance for December 31, 2008 had been zero, or
 - (b) if the amount of the cost of living allowance for the quarter ended December 31, 2008 is less than zero, the rates will be not adjusted except as provided below, and thereafter for the purposes of Clauses 32.01(c) and 32.01(d) the cost of living allowance for the quarter ended March 31, 2009 shall be the cost of living allowance for December 31, 2008; and

Similarly, effective October 1, 2009, April 1, 2010, October 1, 2010 and April 1, 2011, the rates set forth in Schedule "B" in effect immediately preceding such effective date shall be adjusted in accordance with the following;

- (c) if the amount of the cost of living allowance for the quarter preceding the quarter ended the day before such effective date is greater than zero, the rates will be adjusted upward by such amount, and thereafter for the purposes of Clauses 32.01(c) and 32.01(d) the cost of living allowance for the quarter ended the day before such effective date shall be deemed to be what it would have been if the cost of living allowance for the quarter preceding that quarter had been zero, or

- (d) if the amount of the cost of living allowance for the quarter preceding the quarter ended the day before such effective date is less than zero, the rates will be not adjusted except as provided below, and thereafter for the purposes of Clauses 32.01(c) and 32.01(d) the cost of living allowance for the quarter ended the day before such effective date shall be the cost of living allowance for the quarter preceding the quarter ended the day before such effective date

Where there has been no adjustment in accordance with sub-paragraph d) above and the cost of living allowance applicable to the next effective date is less than zero, the rates set out in Schedule "B" then in effect will be adjusted downward by such amount, and thereafter for the purposes of Clauses 32.01(c) and 32.01(d) the cost of living allowance for the quarter shall be deemed to be what it would have been if the cost of living allowance for the quarter preceding that quarter had been zero.

- 32.07 The cost of living allowance payment for the quarter preceding the date of commencement of the Collective Agreement will be made for the amount of the cost of living allowance outstanding on September 15, 2008 (i.e., fifty-two cents (52¢)) times the hours worked from July 1, 2008 to September 15, 2008.

ARTICLE 33 -EMPLOYEE ASSISTANCE PROGRAM

- 33.01 The Company will provide an Employee Assistance Program for the benefit of its employees and their dependants who are resident at Thompson.

ARTICLE 34 - DURATION OF AGREEMENT

- 34.01 This Agreement shall become effective on the 16th day of September, 2008 and shall terminate on September 15, 2011.
- 34.02 Either party may, not less than thirty (30) days nor more than sixty (60) days before the termination date of this Agreement, give to the other party written notice of its intention to negotiate an Agreement with regard to pay, hours of work, and terms and conditions of employment of employees to take effect upon the expiration of this Agreement.

Executed at the City of Thompson, Manitoba as of the 16th day of September, 2008.

VALE INCO LIMITED,
MANITOBA OPERATIONS

B. Maynard
B. Vickman
L. Paulic
R. Platford
F. Cazzola
M. Scott

UNITED STEELWORKERS
LOCAL 6166

L. Ellsworth
M. Pulak
M. Nychyporuk
D. Dnistransky
M. Sanders
G. Medwid
S. Thompson
R. Leslie

SCHEDULE "A"

DEPARTMENTS

1. Thompson Mine
2. Birchtree Mine
3. Mill
4. Smelter
5. Refinery
6. Mechanical
7. Electrical
8. Surface and Miscellaneous
9. Training and Development
10. Transportation

Together with such other additional departments as the Company may from time to time establish.

SCHEDULE "B"
STANDARD HOURLY WAGE SCALE

| Job Step | Wage Rate Sept. 16/08 |
|-----------------|----------------------------------|
| 1 | 24.632 |
| 2 | 24.931 |
| 3 | 25.240 |
| 4 | 25.559 |
| 5 | 25.889 |
| 6 | 26.229 |
| 7 | 26.579 |
| 8 | 26.940 |
| 9 | 27.310 |
| 10 | 27.692 |
| 11 | 28.083 |
| 12 | 28.485 |
| 13 | 28.897 |
| 14 | 29.319 |
| 15 | 29.752 |
| 16 | 30.194 |
| 17 | 30.648 |
| 18 | 31.111 |
| 19 | 31.585 |
| 20 | 32.069 |
| 21 | 32.563 |
| 22 | 33.068 |
| 23 | 33.583 |
| 24 | 34.108 |
| 25 | 34.644 |

Wage increase of 2.5% effective September 16, 2009

Wage Increase of 2% effective September 16, 2010

Wage rates will be adjusted by any change to the Cost of Living Allowance made pursuant to Article 32.

SCHEDULE "C"
APPRENTICESHIP TRAINING WAGE SCALE

| | Job Class Or Step |
|---------------------------------------|----------------------|
| Instrument Mechanic Apprenticeship | |
| 1st Year- first 6 months | 8 |
| - second 6 months | 9 |
| 2nd Year - first 6 months | 11 |
| - second 6 months | 13 |
| 3rd Year - first 6 months | 15 |
| - second 6 months | 17 |
| 4th Year- first 6 months | 19 |
| - second 6 months | 21 |
| Industrial Electrician Apprenticeship | |
| 1st Year- first 6 months | 6 |
| - second 6 months | 7 |
| 2nd Year - first 6 months | 9 |
| - second 6 months | 11 |
| 3rd Year - first 6 months | 13 |
| - second 6 months | 15 |
| 4th Year- first 6 months | 17 |
| - second 6 months | 19 |
| Industrial Mechanic Apprenticeship | |
| 1st Year- first 6 months | 6 |
| - second 6 months | 7 |
| 2nd Year - first 6 months | 9 |
| - second 6 months | 11 |
| 3rd Year - first 6 months | 14 |
| - second 6 months | 15 |
| 4th Year - first 6 months | 16 |
| - second 6 months | 17 |
| Machinist Apprenticeship | |
| 1st Year- first 6 months | 6 |
| - second 6 months | 7 |
| 2nd Year - first 6 months | 9 |
| - second 6 months | 11 |
| 3rd Year - first 6 months | 13 |
| - second 6 months | 15 |
| 4th Year- first 6 months | 17 |
| - second 6 months | 18 |

SCHEDULE "C" (con't)
APPRENTICESHIP TRAINING WAGE SCALE

| | Job Class Or Step |
|---------------------------|----------------------|
| Welder Apprenticeship | |
| 1st Year- first 6 months | 6 |
| - second 6 months | 7 |
| 2nd Year - first 6 months | 9 |
| - second 6 months | 11 |
| 3rd Year - first 6 months | 14 |
| - second 6 months | 17 |
| Miner Apprenticeship | |
| 1st Year- first 6 months | 7 |
| - second 6 months | 8 |
| 2nd Year - first 6 months | 9 |
| - second 6 months | 10 |
| 3rd Year - first 6 months | 12 |
| - second 6 months | 14 |

SCHEDULE "D"

Department Environment, Health and Safety Committees

Department Committee Number of Committee Members

| | Union | Company | Total |
|--------------------------------------|-------|---------|-------|
| Thompson Mine T-1 | 4 | 4 | 8 |
| Thompson Mine T-3 | 4 | 4 | 8 |
| Mill | 3 | 3 | 6 |
| Smelter | 5 | 5 | 10 |
| Refinery | 5 | 5 | 10 |
| Central Maintenance & Transportation | 4 | 4 | 8 |
| Warehouse | 3 | 3 | 6 |
| Birchtree | 4 | 4 | 8 |

SCHEDULE “E”

DEPARTMENTAL WORKING AREAS

The following will be considered Departmental Working Areas for the purpose of Clause 15.07:

1. Thompson Mine*
2. Birchtree Mine
3. Mill
4. Smelter
5. Refinery
6. Central Maintenance**

* The notice will also indicate whether T-1 or T-3 area at time of posting.

**The notice will also indicate whether Construction, Utilities or Shops at time of posting.

SCHEDULE “F”

WORKER SAFETY REPRESENTATIVES WORK LOCATIONS

The following will be considered work locations for the Worker Safety Representatives for the purpose of Clause 28.13:

1. T1 Mine
2. T3 Mine
3. Birchtree Mine
4. Refinery
5. Smelter
6. Mill/Warehouse
7. Central Maintenance & Transportation
8. Health & Environment

Where there are additions or deletions to the above list or where a substantial change occurs in the number of employees in a working location the Company and the Union will meet to determine the required number of committees and revisions, if necessary, in the number and duties of the Worker Safety Representative.

SCHEDULE “G”

HEAVY DUTY MECHANIC TO MAINTENANCE MECHANIC RATIO

The ratio of Heavy Duty Mechanics to Maintenance Mechanics in a Departmental Working Area may exceed the value below provided, however, that a Notice of Vacant Position for Heavy Duty Mechanic shall not be posted for any Departmental Working Area where the ratio exceeds the value shown.

| | | |
|----|----------------|------|
| 1. | Thompson Mine | 2:1 |
| 2. | Birchtree Mine | 2:1 |
| 3. | Mill | 1:20 |
| 4. | Smelter | 1:20 |
| 5. | Refinery | 1:20 |
| 6. | Central Shops | 1:5 |

The minimum number of Heavy Duty Mechanics to exist in any Departmental working Area shall be one (1).

SCHEDULE “H”

CONTRACTING OUT COMMITTEE AREA REPRESENTATIVES

One (1) management representative and one (1) Union representative from each of the areas listed below will be appointed to the Contracting Out Committee

1. Thompson Mine
2. Birchtree Mine and the Mill
3. Smelter
4. Refinery
5. Central Maintenance

APPENDIX B

September 16, 2008

United Steelworkers
Local 6166
19 Elizabeth Drive
Thompson, Manitoba
R8N 1S7

Dear Sirs:

A mutually satisfactory Collective Bargaining Agreement having been entered into between us, this will confirm that:

Commencing September 16, 2008 the Company will provide coverage under the Manitoba Blue Cross Ambulance /Hospital Semi-Private Program.

The Company will provide from this date without modification or amendment save such as may be required by law, and save the amendments hereinafter referred to until September 15, 2011:

- (a) the existing Group Accidental Death and Dismemberment Plan.
- (b) the existing Group Life Insurance Plan, modified effective October 1, 2008 to provide sixty thousand dollars (\$60,000) for death for all eligible employees under age 65
- (c) the existing Group Accident and Sickness Insurance Plan modified as follows:
 - (i) commencing October 1, 2008, a weekly indemnity of six hundred and seventy-five dollars (\$675). Such increased weekly benefit will apply for periods of illness after October 1, 2008

With respect to the limitation on weekly indemnity benefit under the Group Accident and Sickness Insurance Plan which provides that no payment will be made for disability directly or indirectly due to or resulting from any cause which entitles the employee to indemnity or compensation under The Workers Compensation Act, it is agreed that where an employee is otherwise entitled to weekly indemnity benefit and a determination has been made under The Workers Compensation Act he is not entitled to indemnity or compensation under that Act, that he will not be denied weekly indemnity benefit on account of the above mentioned limitation.

All of the foregoing shall be conditional upon the employee concerned complying with all reasonable requirements of the insurer and the Company including without limitation all requirements as to the furnishing of any necessary proofs and information whether as to

age, change of status or otherwise, and the filing of any necessary applications and claims.

Notwithstanding anything hereinbefore contained, it is understood and agreed:

- (a) that the obligation of the Company hereunder shall be limited to taking all reasonable steps to continue in effect the above mentioned Plans as aforesaid and to pay the premiums therefor, and without limitation, the obligation of the Company shall in no manner whatsoever extend to the performance of the obligations under the Plan of the insurer or any employee or any person other than the Company; and
- (b) that the Company shall have no obligation hereunder with respect to an employee on leave of absence for a period longer than four (4) calendar weeks, unless such leave of absence is sick leave granted under Clause 15.26 of the Collective Bargaining Agreement.

Should any difference arise between the Company and any of the employees or between the Company and the Union as to the meaning, application or alleged violation of any of the provisions of this Letter of Agreement such difference shall be settled in accordance with the grievance procedure and the arbitration provisions of the Collective Bargaining Agreement between the Company and the Union.

If the foregoing is satisfactory to you, we will be obliged if you will so indicate by executing the form of acceptance appearing at the end of the enclosed copy of this letter and returning that copy to us.

Yours truly,

VALE INCO LIMITED,
MANITOBA OPERATIONS
B. Vickman

ACCEPTED this 16th day of September 16, 2008
UNITED STEELWORKERS,
LOCAL 6166
L. Ellsworth
R. Leslie

APPENDIX C

September 16, 2008

United Steelworkers
Local 6166
19 Elizabeth Drive
Thompson, Manitoba
R8N 1S7

Dear Sirs:

A mutually satisfactory Collective Bargaining Agreement having been entered into between us, this will confirm that the Company will provide from this date until September 15, 2011 the Group Prescription Plan for hourly paid employees of the Company's Manitoba Operations. It will be the obligation of the employee to obtain all possible reimbursements for the cost of specified drugs under The Prescription Drugs Cost Assistance Act and the insurer under the Plan will then reimburse the employee for the balance of that cost, less the thirty-five cents (35¢) per prescription to be paid by the employee.

All of the foregoing shall be conditional upon the employee concerned complying with all requirements under the said Plan and the said Act and all reasonable requirements of the Company, including without limitation all requirements as to the furnishing of any necessary proofs and information, whether as to age, change of status or otherwise and filing of any necessary applications and claims.

Notwithstanding anything hereinbefore contained, it is understood and agreed:

- (a) that the obligation of the Company hereunder shall be limited to taking all reasonable steps to continue in effect the above mentioned Plan as aforesaid and to pay the premiums therefor and without limitation, the obligation of the Company shall in no manner whatsoever extend to the performance of the obligations under the said Plan of the insurer or any employee or any person other than the Company; and
- (b) that the Company shall have no obligation hereunder with respect to an employee on leave of absence for a period longer than four (4) calendar weeks, unless such leave of absence is sick leave granted under Clause 15.26 of the Collective Bargaining Agreement. Should any difference arise between the Company and any of the employees or between the Company and the Union as to the meaning, application or alleged violation of any of the provisions of this Letter of Agreement such difference shall be settled in accordance with the Grievance Procedure and the arbitration provisions of the Collective Bargaining Agreement between the Company and the Union.

If the foregoing is satisfactory to you, we will be obliged if you will so indicate by executing the form of acceptance appearing at the end of the enclosed copy of this letter and returning such copy to us.

Yours truly,

VALE INCO LIMITED,
MANITOBA OPERATIONS
B. Vickman

ACCEPTED this 16th day of September, 2008
UNITED STEELWORKERS,
LOCAL 6166
L. Ellsworth
R. Leslie

APPENDIX D

September 16, 2008

United Steelworkers
Local 6166
19 Elizabeth Drive
Thompson, Manitoba
R8N 1S7

Dear Sirs:

A mutually satisfactory Collective Bargaining Agreement having been entered into between us, this will confirm that the Company will provide from this date until September 15, 2011 without modification or amendment save such as may be required by law and save the amendment hereinafter referred to, the Group Dental Plan for hourly paid employees of the Company's Manitoba Operations.

The Plan will be modified effective January 1, 2009 by deleting "2006 Fee Schedule" and substituting therefore "2009 Fee Schedule". The Plan will be further modified effective January 1, 2010 by deleting "2007 Fee Schedule" and substituting therefore "2010 Fee Schedule". The Plan will be further modified effective January 1, 2011 by deleting "2008 Fee Schedule" and substituting therefore "2011 Fee Schedule".

All of the foregoing shall be conditional upon the employee concerned complying with all reasonable requirements of the insurer and the Company including without limitation all requirements as to the furnishing of any necessary proofs and information whether as to age, change of status or otherwise, and the filing of any necessary applications and claims.

Notwithstanding anything hereinbefore contained, it is understood and agreed:

- (a) that the obligation of the Company hereunder shall be limited to taking all reasonable steps to continue the above mentioned plan and to pay the costs for it, and without limitation, the obligation of the Company shall in no manner whatsoever extend to the performance of the obligations under the plan of the insurer or any employee or any person other than the Company;
- (b) that the Company shall have no obligation hereunder with respect to an employee on leave of absence for a period longer than four (4) calendar weeks, unless such leave of absence is sick leave granted under Clause 15.26 of the Collective Bargaining Agreement.

It is understood and agreed that the said Plan shall not be or be deemed to be a part of the Collective Bargaining Agreement, and shall not be subject to the Grievance Procedure or the arbitration provisions contained in the Collective Bargaining Agreement.

If the foregoing is satisfactory to you, we will be obliged if you will so indicate by executing the form of acceptance appearing at the end of the enclosed copy of this letter and returning such copy to us.

Yours truly,

VALE INCO LIMITED,
MANITOBA OPERATIONS
B. Vickman

ACCEPTED this 16th day of September, 2008
UNITED STEELWORKERS,
LOCAL 6166
L. Ellsworth
R. Leslie

APPENDIX E

September 16, 2008

United Steelworkers
Local 6166
19 Elizabeth Drive
Thompson, Manitoba
R8N 1S7

Dear Sirs:

A mutually satisfactory Collective Bargaining Agreement having been entered into between us, this will confirm that the Company will provide from this date until September 15, 2011, without modification or amendment save such as may be required by law, the Group Optical Plan for hourly paid employees of the Company's Manitoba Operations.

The Plan will provide up to two hundred and fifty dollars (\$250.00) coverage in each two year period for each employee, and, during the employment of the employee, the spouse of the employee and each child of the employee under 19 years of age.

All of the foregoing shall be conditional upon the employee concerned complying with all reasonable requirements of the insurer and the Company including without limitation all requirements as to the furnishing of any necessary proofs and information whether as to age, change of status or otherwise, and the filing of any necessary applications and claims. Notwithstanding anything hereinbefore contained, it is understood and agreed:

- (a) that the obligation of the Company hereunder shall be limited to taking all reasonable steps to continue the above mentioned plan and to pay the premiums for it, and without limitation, the obligation of the Company shall in no manner whatsoever extend to the performance of the obligations under the plan of the insurer or any employee or any person other than the Company;
- (b) that the Company shall have no obligation hereunder with respect to an employee on leave of absence for a period longer than four (4) calendar weeks, unless such leave of absence is sick leave granted under Clause 15.26 of the Collective Bargaining Agreement.

It is understood and agreed that the said plan shall not be or be deemed to be a part of the Collective Bargaining Agreement, and shall not be subject to the Grievance Procedure or the arbitration provisions contained in the Collective Bargaining Agreement.

If the foregoing is satisfactory to you, we will be obliged if you will so indicate by executing the form of acceptance appearing at the end of the enclosed copy of this letter and returning such copy to us.

Yours truly,

VALE INCO LIMITED,
MANITOBA OPERATIONS
B. Vickman

ACCEPTED this 16th day of September 2008
UNITED STEELWORKERS,
LOCAL 6166
L. Ellsworth
R. Leslie

APPENDIX F

September 16, 2008

United Steelworkers
Local 6166
19 Elizabeth Drive
Thompson, Manitoba
R8N 1S7

Dear Sirs:

A mutually satisfactory Collective Bargaining Agreement having been entered into between us, this will confirm that the Company will continue in effect until September 15, 2011, without modification or amendment save such as may be required by law and save the amendments hereinafter referred to, the Pension Plan for Hourly-Paid Employees in the Manitoba Operations.

The Plan will be modified effective September 16, 2008 to provide:

- (a) employees retiring on or after October 1, 2008 a monthly Basic Benefit of \$56 per Years of Employment with Pay (YEWP);
- (b) employees retiring on or after October 1, 2008 a monthly Minimum Pre-Age 65 Benefit of \$3,300 after 30 Years of Employment with Pay (YEWP);
- (c) for an extension of Side Fund 5 until July 1, 2014;
- (d) credited partial Years of Employment with Pay (YEWP) for individuals who are active employees as of September 16, 2008 and who were laid off for the period of time during which they attended trade school on a full-time basis as a part of the Company's Apprenticeship Training Program.

Unless otherwise stated, all capitalized terms used in this letter refer to the meanings assigned to those terms in the Plan.

If the foregoing is satisfactory to you, we will be obliged if you will so indicate by executing the form of acceptance appearing at the end of the enclosed copy of this letter and returning such copy to us.

Yours truly,

VALE INCO LIMITED,
MANITOBA OPERATIONS
B. Vickman
ACCEPTED this 16th day of September 2008
UNITED STEELWORKERS,
LOCAL 6166
L. Ellsworth
R. Leslie

TABLE I
Benefit Entitlement for Service Retirements On or After October 1, 2008
(Expressed in Dollars)

| | Age 65 | Age 64 | | Age 63 | | Age 62 | | Age 61 | | Age 60 | | Age 59 | |
|--------|--------|--------|-------|--------|-------|--------|-------|--------|-------|--------|-------|--------|-------|
| YEWPS* | Basic | Pre-65 | Basic | Pre-65 | Basic | Pre-65 | Basic | Pre-65 | Basic | Pre-65 | Basic | Pre-65 | Basic |
| 20 | 1120 | 1,572 | 1,092 | 1,544 | 1,064 | 1,516 | 1,036 | 1,488 | 1,008 | 1,460 | 980 | 1,432 | 952 |
| 21 | 1176 | 1,651 | 1,147 | 1,621 | 1,117 | 1,592 | 1,088 | 1,562 | 1,058 | 1,533 | 1,029 | 1,504 | 1,000 |
| 22 | 1232 | 1,729 | 1,201 | 1,698 | 1,170 | 1,668 | 1,140 | 1,637 | 1,109 | 1,606 | 1,078 | 1,575 | 1,047 |
| 23 | 1288 | 1,808 | 1,256 | 1,776 | 1,224 | 1,743 | 1,191 | 1,711 | 1,159 | 1,679 | 1,127 | 1,647 | 1,095 |
| 24 | 1344 | 1,886 | 1,310 | 1,853 | 1,277 | 1,819 | 1,243 | 1,786 | 1,210 | 1,752 | 1,176 | 1,718 | 1,142 |
| 25 | 1400 | 1,965 | 1,365 | 1,930 | 1,330 | 1,895 | 1,295 | 1,860 | 1,260 | 1,825 | 1,225 | 1,790 | 1,190 |
| 26 | 1456 | 2,044 | 1,420 | 2,007 | 1,383 | 1,971 | 1,347 | 1,934 | 1,310 | 1,898 | 1,274 | 1,862 | 1,238 |
| 27 | 1512 | 2,122 | 1,474 | 2,084 | 1,436 | 2,047 | 1,399 | 2,009 | 1,361 | 1,971 | 1,323 | 1,933 | 1,285 |
| 28 | 1568 | 2,201 | 1,529 | 2,162 | 1,490 | 2,122 | 1,450 | 2,083 | 1,411 | 2,044 | 1,372 | 2,005 | 1,333 |
| 29 | 1624 | 2,279 | 1,583 | 2,239 | 1,543 | 2,198 | 1,502 | 2,158 | 1,462 | 2,117 | 1,421 | 2,076 | 1,380 |
| 30 | 1680 | 3,300 | 1,680 | 3,300 | 1,680 | 3,300 | 1,680 | 3,300 | 1,680 | 3,300 | 1,680 | 3,300 | 1,680 |
| 31 | 1736 | 3,315 | 1,736 | 3,315 | 1,736 | 3,315 | 1,736 | 3,315 | 1,736 | 3,315 | 1,736 | 3,315 | 1,736 |
| 32 | 1792 | 3,330 | 1,792 | 3,330 | 1,792 | 3,330 | 1,792 | 3,330 | 1,792 | 3,330 | 1,792 | 3,330 | 1,792 |
| 33 | 1848 | 3,345 | 1,848 | 3,345 | 1,848 | 3,345 | 1,848 | 3,345 | 1,848 | 3,345 | 1,848 | 3,345 | 1,848 |
| 34 | 1904 | 3,360 | 1,904 | 3,360 | 1,904 | 3,360 | 1,904 | 3,360 | 1,904 | 3,360 | 1,904 | 3,360 | 1,904 |
| 35 | 1960 | 3,375 | 1,960 | 3,375 | 1,960 | 3,375 | 1,960 | 3,375 | 1,960 | 3,375 | 1,960 | 3,375 | 1,960 |
| 36 | 2016 | 3,390 | 2,016 | 3,390 | 2,016 | 3,390 | 2,016 | 3,390 | 2,016 | 3,390 | 2,016 | 3,390 | 2,016 |
| 37 | 2072 | 3,405 | 2,072 | 3,405 | 2,072 | 3,405 | 2,072 | 3,405 | 2,072 | 3,405 | 2,072 | 3,405 | 2,072 |
| 38 | 2128 | 3,420 | 2,128 | 3,420 | 2,128 | 3,420 | 2,128 | 3,420 | 2,128 | 3,420 | 2,128 | 3,420 | 2,128 |
| 39 | 2184 | 3,435 | 2,184 | 3,435 | 2,184 | 3,435 | 2,184 | 3,435 | 2,184 | 3,435 | 2,184 | 3,435 | 2,184 |
| 40 | 2240 | 3,450 | 2,240 | 3,450 | 2,240 | 3,450 | 2,240 | 3,450 | 2,240 | 3,450 | 2,240 | 3,450 | 2,240 |
| 41 | 2296 | 3,465 | 2,296 | 3,465 | 2,296 | 3,465 | 2,296 | 3,465 | 2,296 | 3,465 | 2,296 | 3,465 | 2,296 |
| 42 | 2352 | 3,480 | 2,352 | 3,480 | 2,352 | 3,480 | 2,352 | 3,480 | 2,352 | 3,480 | 2,352 | 3,480 | 2,352 |
| 43 | 2408 | 3,495 | 2,408 | 3,495 | 2,408 | 3,495 | 2,408 | 3,495 | 2,408 | 3,495 | 2,408 | 3,495 | 2,408 |
| 44 | 2464 | 3,510 | 2,464 | 3,510 | 2,464 | 3,510 | 2,464 | 3,510 | 2,464 | 3,510 | 2,464 | | |
| 45 | 2520 | 3,525 | 2,520 | 3,525 | 2,520 | 3,525 | 2,520 | 3,525 | 2,520 | | | | |

* Years employed with pay.

** Figures shown in age 53 column also apply at earlier retirement ages.

TABLE I
Benefit Entitlement for Service Retirements On or After October 1, 2008
(Expressed in Dollars)

| YEWPS* | Age 58 | | Age 57 | | Age 56 | | Age 55 | | Age 54 | | Age 53** | |
|--------|--------|-------|--------|-------|--------|-------|--------|-------|--------|-------|----------|-------|
| | Pre-65 | Basic | Pre-65 | Basic | Pre-65 | Basic | Pre-65 | Basic | Pre-65 | Basic | Pre-65 | Basic |
| 20 | 1,404 | 924 | 1,376 | 896 | 1,348 | 868 | 1,320 | 840 | 0 | 0 | 0 | 0 |
| 21 | 1,474 | 970 | 1,445 | 941 | 1,415 | 911 | 1,386 | 882 | 0 | 0 | 0 | 0 |
| 22 | 1,544 | 1,016 | 1,514 | 986 | 1,483 | 955 | 1,452 | 924 | 0 | 0 | 0 | 0 |
| 23 | 1,615 | 1,063 | 1,582 | 1,030 | 1,550 | 998 | 1,518 | 966 | 0 | 0 | 0 | 0 |
| 24 | 1,685 | 1,109 | 1,651 | 1,075 | 1,618 | 1,042 | 1,584 | 1,008 | 0 | 0 | 0 | 0 |
| 25 | 1,755 | 1,155 | 1,720 | 1,120 | 1,685 | 1,085 | 1,650 | 1,050 | 0 | 0 | 0 | 0 |
| 26 | 1,825 | 1,201 | 1,789 | 1,165 | 1,752 | 1,128 | 1,716 | 1,092 | 0 | 0 | 0 | 0 |
| 27 | 1,895 | 1,247 | 1,858 | 1,210 | 1,820 | 1,172 | 1,782 | 1,134 | 0 | 0 | 0 | 0 |
| 28 | 1,966 | 1,294 | 1,926 | 1,254 | 1,887 | 1,215 | 1,848 | 1,176 | 0 | 0 | 0 | 0 |
| 29 | 2,036 | 1,340 | 1,995 | 1,299 | 1,955 | 1,259 | 1,914 | 1,218 | 0 | 0 | 0 | 0 |
| 30 | 3,300 | 1,680 | 3,300 | 1,680 | 3,300 | 1,680 | 3,300 | 1,680 | 3,300 | 1,680 | 3,300 | 1,680 |
| 31 | 3,315 | 1,736 | 3,315 | 1,736 | 3,315 | 1,736 | 3,315 | 1,736 | 3,315 | 1,736 | 3,315 | 1,736 |
| 32 | 3,330 | 1,792 | 3,330 | 1,792 | 3,330 | 1,792 | 3,330 | 1,792 | 3,330 | 1,792 | 3,330 | 1,792 |
| 33 | 3,345 | 1,848 | 3,345 | 1,848 | 3,345 | 1,848 | 3,345 | 1,848 | 3,345 | 1,848 | 3,345 | 1,848 |
| 34 | 3,360 | 1,904 | 3,360 | 1,904 | 3,360 | 1,904 | 3,360 | 1,904 | 3,360 | 1,904 | 3,360 | 1,904 |
| 35 | 3,375 | 1,960 | 3,375 | 1,960 | 3,375 | 1,960 | 3,375 | 1,960 | 3,375 | 1,960 | 3,375 | 1,960 |
| 36 | 3,390 | 2,016 | 3,390 | 2,016 | 3,390 | 2,016 | 3,390 | 2,016 | 3,390 | 2,016 | 3,390 | 2,016 |
| 37 | 3,405 | 2,072 | 3,405 | 2,072 | 3,405 | 2,072 | 3,405 | 2,072 | 3,405 | 2,072 | 3,405 | 2,072 |
| 38 | 3,420 | 2,128 | 3,420 | 2,128 | 3,420 | 2,128 | 3,420 | 2,128 | 3,420 | 2,128 | | |
| 39 | 3,435 | 2,184 | 3,435 | 2,184 | 3,435 | 2,184 | 3,435 | 2,184 | | | | |
| 40 | 3,450 | 2,240 | 3,450 | 2,240 | 3,450 | 2,240 | | | | | | |
| 41 | 3,465 | 2,296 | 3,465 | 2,296 | | | | | | | | |
| 42 | 3,480 | 2,352 | | | | | | | | | | |
| 43 | | | | | | | | | | | | |
| 44 | | | | | | | | | | | | |
| 45 | | | | | | | | | | | | |

* Years employed with pay.

** Figures shown in age 53 column also apply at earlier retirement ages.

TABLE II

**Benefit Entitlement Increase
Effective October 1, 2008
for Disability Retirements***

| YEWPS (Years) | Monthly Basic | Monthly Pre-65 Supplement |
|--------------------------|--------------------------|--|
| 3-15 | 840 | 180 |
| 16 | 896 | 192 |
| 17 | 952 | 204 |
| 18 | 1008 | 216 |
| 19 | 1064 | 228 |
| 20 | 1120 | 240 |
| 21 | 1176 | 252 |
| 22 | 1232 | 264 |
| 23 | 1288 | 276 |
| 24 | 1344 | 288 |
| 25 | 1400 | 300 |
| 26 | 1456 | 312 |
| 27 | 1512 | 324 |
| 28 | 1568 | 336 |
| 29 | 1624 | 348 |

* Table applies for disability retirees under age 55 with less than 30 YEWPS.

APPENDIX G

September 16, 2008

United Steelworkers
Local 6166
19 Elizabeth Drive
Thompson, Manitoba
R8N 1S7

Dear Sirs:

This will confirm our agreement with respect to the payment of a Nickel Price Bonus ("NPB") to employees, as set out below.

This Bonus will be based on the average realized price per pound of nickel, in U.S. dollars, including intermediates, published by the Company in its Quarterly Reports for periods ending March 31st, June 30th, September 30th and December 31st (hereinafter called the "Average Realized Price").

If the Average Realized Price for any Quarter in which the Manitoba Operations has positive Division Operating Earnings is \$2.25 U.S., each employee will receive a lump sum payment in an amount equal to the number of hours worked by him, including regular vacation in that Quarter multiplied by ten cents (10¢) Canadian. If the Average Realized Price exceeds \$2.25 U.S., the multiplier used to calculate the lump sum payment will be increased by one cent (1¢) Canadian for each one cent (1¢) U.S. by which the Average Realized Price exceeds \$2.25 U.S.

All payments will be made in the second pay period following the publication of a Quarterly Report.

Yours truly,

VALE INCO LIMITED
MANITOBA OPERATIONS
B. Vickman

ACCEPTED this 16th day of September 2008
UNITED STEELWORKERS,
LOCAL 6166
L. Ellsworth
R. Leslie

APPENDIX H

JOB DESCRIPTION

TITLE: Conflict Resolution Coordinator

AREA: MANITOBA OPERATIONS

DATE: December 10, 1999

JOB CLASS: 21

PRIMARY FUNCTION

To improve grievance handling through better organization of the grievance procedure and training of Stewards; in co-operation with the Company, to promote constructive relationships between Stewards and members of Management; to promote early resolution of work related issues.

REPORTING RELATIONSHIP

Daily reporting to the Local Union President.

DIRECTION EXERCISED

None.

WORK PROCEDURES

1. Administers the Grievance System for the Union including;
 - Monitoring grievances throughout the grievance system.
 - Assigning Stewards to attend grievance meetings at various stages.
 - Researching, preparing and presenting cases at arbitration for the Union.
2. Consults with Management, Union Stewards, and employees, to reduce and resolve conflict in the workplace.
 - Where mutually agreed attends meetings with Management necessary to promote conflict resolution.
3. Works with the Local Union Grievance Committee to research, identify, and advise on areas in need of further conflict resolution.
4. Develops training programs for Union Stewards and others as may be deemed necessary in order to promote conflict resolution.
5. Facilitates the training of Union Stewards and others as directed by the Local Union President.
6. Carries out special projects or tasks that are consistent with the "Primary Function" above as may be assigned from time to time by the Local Union President .

The above statement reflects the general details considered necessary to describe principal functions of the job identified, and shall not be construed as a detailed description of all the work requirements that may be inherent in the job as described in the "Primary Function" and the above procedures.

APPENDIX I **JOB DESCRIPTION**

TITLE: Joint Problem Solving Facilitator

AREA: MANITOBA OPERATIONS

DATE: December 10, 1999

JOB CLASS: 21

PRIMARY FUNCTION

To act as facilitator and resource person to the Joint Problem Solving (JPS) Committee.

REPORTING RELATIONSHIP

To work co-operatively with the JPS Committee.
Reports to the Local Union President.

DIRECTION EXERCISED

None.

WORK PROCEDURES

1. Facilitates the JPS Committee meetings.
2. Maintains a working relationship with all Department Heads.
 - Interfaces with management and employees to problem solve.
 - Works with harassment and discrimination cases in a confidential manner.
 - Works with management to resolve absentee issues.
3. Liaison with other joint committees.
4. Works in support of the Employee Assistance Program (E.A.P.) Coordinator in dealing with employee concerns in an efficient manner.
5. Jointly works with the Rehabilitation Coordinator and Occupational Health Service (Medcan), in dealing with employee concerns with respect to Workers Compensation Board (WCB) claims and Accident and Sickness (A&S) claims.
 - Works with the joint Placement Committee and the Rehabilitation Coordinator to identify opportunities for placement.
6. Works with employees, at their request, to resolve pension related issues.
7. Reviews all shift schedule material with shift schedule committees.

8. Reviews all return to work policies and return to work SPI's.
9. Receives material provided by the Company concerning work to be contracted out.
10. Carries out special projects or tasks that are consistent with the "Primary Function" and the detailed procedures as may be assigned from time to time by the JPS committee or the Local Union President.

The above statement reflects the general details considered necessary to describe principal functions of the job identified, and shall not be construed as a detailed description of all the work requirements that may be inherent in the job as described in the "Primary Function" and the above procedures.

APPENDIX J

ROLE PROFILE

WORKER SAFETY REPRESENTATIVE

| | | | |
|-----------------|-------------------------------------|---------|--------------------------------|
| Role Holder: | | Leader: | Divisional Union EHS Co-Chair |
| Role Title: | Worker Safety Representative | | |
| Department: | Manitoba Operations | | |
| LoR: | USW President Local #6166 | | |
| Effective Date: | September 16, 2008 | | Revision Date: August 29, 2005 |

CONTEXT AND PURPOSE OF THIS ROLE

To advance the EHS activities in the mines and surface plants, in order to ensure the health and safety of personnel.

KEY ACCOUNTABILITIES

This individual will work jointly with the Divisional Union Co-Chair and plant management to strengthen the application of the Safety Systems and the achievement of plant EHS objectives.

ON-GOING ACCOUNTABILITIES

Safety, Environment and Health:

- To act as Co-Chair of the Department EHS Committee
- Conduct regular visits to workplaces in the plant or mine to which they are assigned in order to inspect, investigate and monitor conditions and practices pertaining to the health and safety of personnel in those operations
- Receive applicable training and Assist in administering Occupational Medicine Programs (I.e. PDA's)

Production:

- Prepare and perform safety audits initiated by the Department EHS Committees, Department Head, Divisional Union Co-Chair
- Submit timely written or verbal reports to the Union and the Company relevant to EHS conditions in the plant whenever necessary
- As available, facilitate the development and sign off of procedures prior to department approval
- The achievement of other objectives identified by the Department Head, Divisional Union Co-Chair and the Department EHS Committees
- Collect data relevant to safety programs and audit systems within their area of accountability
- When necessary assist management to identify resources from within the department EHS committees to ensure significant incidents/accidents are investigated in a timely manner
- Provide technical expertise in interpretation of legislation and company policies and procedures
- Work with EHS committee members in developing monthly planned inspections with a pre-determined theme
- Assess problems, opportunities and develop action and education that clearly defines operational impact, options, actions and accountabilities. Present/publicize as required to the Department EHS Safety and Health committee.
- Assist with Development of implementation plans for safety systems that the Divisional Union Co-Chair/Department Head request
- Assist with Research and find solutions to specific operational concerns

ROLE PROFILE**WORKER SAFETY REPRESENTATIVE**

| | | | |
|-----------------|-------------------------------------|---------|--------------------------------|
| Role Holder: | | Leader: | Divisional Union EHS Co-Chair |
| Role Title: | Worker Safety Representative | | |
| Department: | Manitoba Operations | | |
| LoR: | USW President Local #6166 | | |
| Effective Date: | September 16, 2008 | | Revision Date: August 29, 2005 |

Costs:

- N/A

Quality / Customer:

- Consult with Department Management, Safety Foremen, EHS Committees, Local Union and Employees regarding safety problems, complaints and concerns and work to develop solutions
- Accompany or identify a designate during visits by the Mines Inspector
- Inform supervisors, EHS Committees, and employees of unsafe practices and conditions
- Assist Management, Safety Supervisors and Department HSE Committees in the investigation of accidents, discuss cause and effect, and assist in determining remedial action as per the SPI
- Identify and execute a Divisional Union Co-Chair/Department Head system audit for your plant/mine. Audit is to be relevant to your operations involving a regulatory system requirement as identified in the Mines and Mining Regulations W210 or other relevant legislation.
- Provide listening and or problem solving advice from a safety perspective on operational issues
- Act as a resource to the Divisional EHS Committee

People:

- Advise employees concerning safety precautions, rules and regulations to assure that satisfactory health and safety standards are practiced and maintained
- Participate in the Occupation Exposure Monitoring Program (OEMP) when required, and explain to employees the context of the OEMP system, and its intent and importance to the overall health and safety of plant personnel
- In carrying out responsibilities use tact and diplomacy to inform Foremen, Committeemen, and employees of unsafe practices and conditions
- Develop and nurture relationship with Union & Management member counterparts
- Commit 30% of time in the field coaching line management on EHS systems Safe production.
- Participate with line management with the aim of assisting in identifying and initiating improvement changes as well jointly developing leading indicators to measure change.
- Ensure prompt and timely communication to Department Head/Company Co-Chair of events and items of significance.
- Works collaterally with Safety Supervisor on divisional safety initiatives, thrusts, audits, etc.

Physical Assets:

- To utilize the office, tools and equipment in the plant to which they have been assigned
- Responsible to facilitate the Department controlled products inventory and hard copy per regulations under the Workplace Safety and Health Act (W210)

Note: The above statement reflects the general details considered necessary to describe principal functions of the role identified and shall not be constructed as a detailed description of all work requirements that may be inherent in the role

ROLE PROFILE**WORKER SAFETY REPRESENTATIVE**

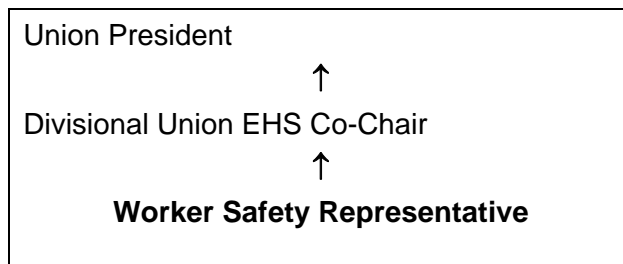
| | | | |
|-----------------|-------------------------------------|--------------------------------|-------------------------------|
| Role Holder: | | Leader: | Divisional Union EHS Co-Chair |
| Role Title: | Worker Safety Representative | | |
| Department: | Manitoba Operations | | |
| LoR: | USW President Local #6166 | | |
| Effective Date: | September 16, 2008 | Revision Date: August 29, 2005 | |

| Generic Responsibilities | |
|---|---|
| The role is responsible for the following: | Divisional Union Co-Chair is responsible for the following: |
| <ul style="list-style-type: none"> ▪ Informing the Divisional Union Co-Chair regarding progress on tasks, then report immediately when a judgment is made that the output targets cannot be met, or more can be achieved. ▪ Informing the Department Head regarding progress on tasks, then report immediately when a judgment is made that the output targets cannot be met, or more can be achieved. ▪ Asking the Divisional Union Co-Chair for clarification, when needed, on what is expected of the role. ▪ Asking the Department Head for clarification, when needed, on what is expected of the role. <p>The intent of the following is to define key responsibilities for those individuals new to the WSR role or those being developed as future WSR's</p> <ul style="list-style-type: none"> ▪ Taking the initiative to improve your work, the overall business, and promote the goals of the Union/Company organization. ▪ Working effectively and collaterally with immediate colleagues and others in cross-functional relationships, on tasks within the context of Union/Corporate policy, values, and culture. | <ul style="list-style-type: none"> ▪ Formulating and assigning tasks to EHS Committee members. ▪ Providing performance feedback, coaching, and merit recognition. ▪ Ensuring their direct reports are exercising sound leadership practices. ▪ Assessment of current role holder's ability and matching capability with Divisional Union Co-Chair requirements. |

ROLE PROFILE**WORKER SAFETY REPRESENTATIVE**

| | | | |
|-----------------|-------------------------------------|--------------------------------|-------------------------------|
| Role Holder: | | Leader: | Divisional Union EHS Co-Chair |
| Role Title: | Worker Safety Representative | | |
| Department: | Manitoba Operations | | |
| LoR: | USW President Local #6166 | | |
| Effective Date: | September 16, 2008 | Revision Date: August 29, 2005 | |

**Worker Safety Representative
Reporting and TIRR Relationships**



| INTERNAL | | | |
|------------------------------|------------------------------|--------------------------|--|
| Initiator | Responder | Authority Level | Comments |
| Safety Supervisor | Worker Safety Representative | Advising/Coordinating | To share divisional safety information with applicable personnel within the department. To work jointly implementing, conducting divisional initiatives. |
| Section Coordinator | Worker Safety Representative | Coordinating | Determine course of action for JSA/PHA facilitation, procedure creation, etc. |
| Department HSE Committee | Worker Safety Representative | Advising | Provides EHS related information, inspection findings, etc |
| Employee's | Worker Safety Representative | Advising | Communicates EHS related concerns |
| Worker Safety Representative | Safety Supervisor | Advising/Service Getting | To share department safety related information. To provide assistance when requested |
| Worker Safety Representative | Frontline Supervision | Advising/Monitoring | Assist with the safe execution of work, share department safety related information |
| Worker Safety Representative | Section Coordinator | Advising/Monitoring | Determine course of action for JSA/PHA facilitation, procedure creation, etc |
| Worker Safety Representative | Department EHS Committee | Prescribing/Advising | Assign EHS related tasks, share department safety related information |
| Worker Safety Representative | Employee's | Auditing/Advising | To share department safety related information and audit safe work practices |

ROLE PROFILE**WORKER SAFETY REPRESENTATIVE**

| | | | |
|-----------------|-------------------------------------|---------|--------------------------------|
| Role Holder: | | Leader: | Divisional Union EHS Co-Chair |
| Role Title: | Worker Safety Representative | | |
| Department: | Manitoba Operations | | |
| LoR: | USW President Local #6166 | | |
| Effective Date: | September 16, 2008 | | Revision Date: August 29, 2005 |

| EXTERNAL Initiator | Responder | Authority Level | Comments |
|-------------------------------|-------------------------------|-----------------------|---|
| Environmental Control | Worker Safety Representative | Advising/Monitoring | To share department health, OEMP, etc related information. To provide assistance when requested |
| Other Worker Safety Rep.'s | Worker Safety Representative | Advising | To share department safety related information from other departments |
| Divisional Union HSE Co-Chair | Worker Safety Representative | Prescribing | To share divisional safety information. Take actions as prescribed by the Division Union EHS Co-Chair |
| Department Head | Worker Safety Representative | Advising/Coordinating | To share department safety related information. To provide assistance when requested |
| Worker Safety Representative | Environmental Control | Advising/Monitoring | To share health, OEMP, etc related information. To provide assistance when requested |
| Worker Safety Representative | Other Worker Safety Rep.'s | Advising | To share department safety related information |
| Worker Safety Representative | Divisional Union HSE Co-Chair | Advising | To share department safety related information |
| Worker Safety Representative | Department Head | Advising/Coordinating | To share department safety related information. To provide assistance when requested |

The six types of Task Initiating Role Relationships:

- **Service-Getting** – responders must, on request, provide authorized services
- **Coordinating** – authority to get designated roles to agree to joint action
- **Advising** – initiator has authority to present specific information to others (responders)
- **Monitoring** – authority to stay informed about the work of others and to persuade them to take certain actions.
- **Auditing** – authority to instruct others to STOP doing something and they must obey.
- **Prescribing** – authority to instruct other roles to take certain action.

ROLE PROFILE**WORKER SAFETY REPRESENTATIVE**

| | | | |
|-----------------|-------------------------------------|--------------------------------|-------------------------------|
| Role Holder: | | Leader: | Divisional Union EHS Co-Chair |
| Role Title: | Worker Safety Representative | | |
| Department: | Manitoba Operations | | |
| LoR: | USW President Local #6166 | | |
| Effective Date: | September 16, 2008 | Revision Date: August 29, 2005 | |

Other Business Relationships:

Medcan, Contractors, Vendors, Purchasing, General Engineering, Department of Labor, MFL Occupational Health Clinic

EDUCATION / EXPERIENCE

- Sufficient work experience and general understanding of all processes within the department or has demonstrated capabilities within another business area
- Member of a Department Union EHS Committee
- Has participated in a EHS training program

REQUIRED TO BE COMPETENT IN ROLE: (Knowledge, Skill, Competencies)

| KNOWLEDGE | SKILLS |
|---|--|
| a. General knowledge of plant protection systems | a. Computer skills (outlook/word/excel/ellipse/PowerPoint/intranet/internet, etc.) |
| b. Working knowledge of Workplace Safety & Health Act and all regulations | b. Ability to effectively schedule, priorities and manage tasks with minimal supervision |
| c. Working knowledge safety systems | c. Effective coaching skills |
| d. Understanding of the Safe Production model | d. Good oral/written/presentation/communication skills |
| e. Practical knowledge of emergency systems | e. Strong Interpersonal skills |
| f. General knowledge of other operating departments | |
| g. Understanding of the training systems | |
| h. Good team membership practices | |
| i. Working knowledge of Union/Company organizational structure and roles | |
| j. Working knowledge of CBA | |
| k. Understanding of Auditing systems | |
| l. General knowledge of the OEMP Monitoring program | |
| m. Management of Change process | |
| n. Practical knowledge of PHA & JSA processes | |

ROLE PROFILE**WORKER SAFETY REPRESENTATIVE**

| | | | |
|-----------------|-------------------------------------|--------------------------------|-------------------------------|
| Role Holder: | | Leader: | Divisional Union EHS Co-Chair |
| Role Title: | Worker Safety Representative | | |
| Department: | Manitoba Operations | | |
| LoR: | USW President Local #6166 | | |
| Effective Date: | September 16, 2008 | Revision Date: August 29, 2005 | |

| Competencies REQUIRED FOR THE ROLE (Note: competency levels below the desired level indicated should also be demonstrated in role) | | |
|---|--|------------|
| Competencies | Desired Level | Importance |
| Concern for Environment, Health and Safety This involves acting in a manner that ensures the health and safety of self and others. | Level 4: Take a Leadership Role <ul style="list-style-type: none"> Take leadership role and accept accountability to ensure the health and safety of the work environment. Champion the importance of health and safety, and compels that others comply. Take a longer-term perspective in identifying and correcting potential problems | Critical |
| Influencing Others Is the intention to persuade, convince, influence or impress others in order to have a specific impact on acts or actions. It includes the ability to anticipate and respond to the needs and concerns of others. | Level 4: Calculate the Impact of One's Actions or Words <ul style="list-style-type: none"> Adapt actions to influence a specific audience. Take a novel approach to influence a target audience. | Critical |
| Initiative Involves taking independent action and creating opportunities to improve processes, resolve issues or prevent problems | Level 3: Act 1-3 Months Ahead <ul style="list-style-type: none"> Have a short-term action plan (i.e., this quarter). Look at this quarter to create opportunities or to minimize potential problems. | Critical |
| Information Seeking Is taking action to uncover details and improve one's understanding of situations or issues. | Level 4: Do Research <ul style="list-style-type: none"> Develop systems to keep informed Take steps over a limited period of time to obtain needed information or feedback | Critical |
| Listening, Understanding and Responding Is the ability to actively listen and understand, and then respond appropriately when interacting with individuals and groups | Level 4: Accurate Assessment <ul style="list-style-type: none"> Accurately assess root cause of individual/group actions. Demonstrate sensitivity and act to help resolve personal issues/problems | Critical |
| Teamwork and Co-operation Involves working co-operatively with others, being part of a team, sharing a common set of goals, a commitment to achieving team goals and working together as opposed to working separately or competitively | Level 4: Encourage Others <ul style="list-style-type: none"> Publicly give credit to others. Encourage members of the group to contribute | Critical |

ROLE PROFILE**WORKER SAFETY REPRESENTATIVE**

| | | | |
|-----------------|-------------------------------------|--------------------------------|-------------------------------|
| Role Holder: | | Leader: | Divisional Union EHS Co-Chair |
| Role Title: | Worker Safety Representative | | |
| Department: | Manitoba Operations | | |
| LoR: | USW President Local #6166 | | |
| Effective Date: | September 16, 2008 | Revision Date: August 29, 2005 | |

| | | |
|--|--|----------------|
| Critical Thinking Is the ability to understand, analyze, reason and evaluate information according to recognized standards. Critical thinking is a way of examining unclear, ambiguous, controversial and one-sided issues. It is a way to work through the 'dust and debris', get to the central or main issue and examine it realistically. It is what the mind does when one searches for truth | Level 4: Probe deeply into issues to ensure responses are based on truth and logic <ul style="list-style-type: none"> • Develop questions that will challenge • Question opinions, sources of information and use a variety of probing methods. | Very Important |
| Self Confidence Is a belief in one's own capability to accomplish a task and select an effective approach to a task or problem | Level 2: Act Independently <ul style="list-style-type: none"> • Independently solve problems by taking appropriate action, even when others disagree • Make decision with a sense of authority; have a "can-do" attitude | Very Important |
| Achievement Motivation Is a concern for working well or for competing against a standard of excellence. The standard may be one's own past performance, an objective measure, the performance of others, challenging goals one had set, or even what anyone has ever done | Level 3: Create Own Measures of Excellence and Improve Performance <ul style="list-style-type: none"> • Come up with something new to improve performance • Set a standard for performance which exceeds that set by management | Very Important |
| Developing Others Involves a genuine intent to foster the long-term learning or developing others. Its focus is on the developmental intent and effect rather than on a formal role of training | Level 4: Give Helpful Feedback Give constructive feedback to others, specific to their actions Reassure others after a setback and reinforce their efforts Assess a direct reports competence so as to delegate full responsibility for a task when they are ready | Very Important |

APPENDIX K

UNION CO-CHAIR DIVISION ENVIRONMENT, HEALTH AND SAFETY JOB DESCRIPTION

TASKS

1. Develop, with the Company Co-Chair, the Division Environment, Health and Safety plans, which would include the following:
 - 5 Year Plan,
 - joint training,
 - revisions to WHMIS program, and
 - future Divisional initiatives.
2. Meet with the Worker Safety Representatives or the Superintendent of the Safety Department as required to do the following:
 - Review and monitor the safety performance of the Manitoba Operations.
 - Statistics: First Aid visits, Medical treatments,. Lost Time Accidents, etc.
 - Review the status of the Divisional safety plans.
 - Make recommendations with respect to new safety, health and environment initiatives.
 - Ensure that relevant information is forwarded to other Environment, Health and Safety Committees.
 - Develop Division Environment, Health and Safety promotions.
3. Promote the joint Environment, Health and Safety programs/initiatives with the Manager of the Human Resources, Environment, Health and Safety Department.
4. Set the quarterly Division Environment, Health and Safety Committee meeting time and agenda with the Company Co-Chair.
5. Co-Chair committees jointly established to address major Environment, Health and Safety concerns, such as the Epidemiological Study.
6. Determine and schedule the training for the Union Environment, Health and Safety Committee members.

7. Perform safety visits with Management and a representative of the Union (a minimum of one visit per Department per year).
8. Perform safety inspections with Management and a representative of the Union (a minimum of one inspection per Department per year).
9. Attend Department Environment, Health and Safety Committee meetings to present Division safety plans, and recommendations, when invited to do so by the Department Committee.
10. Work with the Manager of Human Resources Department and the applicable Department Environment, Health and Safety Committees to resolve issues that the Department Committees have not been able to resolve.
11. Deal with Union business pertaining to the internal administration and organization of the Division Environment, Health and Safety Committee.
12. Other duties as assigned by the President of the Union which are consistent with the scope of the above tasks.

APPENDIX L

ROLE PROFILE

HEALTH & ENVIRONMENT WORKER REPRESENTATIVE

| | | | |
|-----------------|---|---------|--------------------------------|
| Role Holder: | | Leader: | Divisional Union EHS Co-Chair |
| Role Title: | Health & Environment Worker Representative | | |
| Department: | Manitoba Operations | | |
| LoR: | USW President Local #6166 | | |
| Effective Date: | September 16, 2005 | | Revision Date: August 30, 2005 |

| CONTEXT AND PURPOSE OF THIS ROLE |
|---|
| To advance EHS activities in the mines and surface plants, by assisting in the development, implementation and maintenance of health and environment programs designed to protect the stakeholders of the Manitoba Operations. |
| KEY ACCOUNTABILITIES |
| This individual will work jointly with the Divisional Union Co-Chair, Superintendent of Health & Environment, Occupational Medicine and the EHS committees to strengthen the application of systems that recognize, evaluate and control adverse workplace exposures to chemical, physical and biological agents and the impact of operations on employees, the public and community of Thompson and the natural environment. |
| ON-GOING ACCOUNTABILITIES |
| <p>Environment:, Health and Safety</p> <ul style="list-style-type: none"> Know and understand all EHS policies, procedures and standards Conduct regular visits to workplaces to inspect, investigate and monitor conditions and practices pertaining to the health of personnel and impact of operations on the natural environment Participate and support the implementation of the EHS management system <p>Production:</p> <ul style="list-style-type: none"> Know and understand relevant IH and natural environment legislation such as: Mines Act, WHMIS, Asbestos, Hearing Conservation, Fibrogenic & Silicosis, Environment Act, Metal Mining Effluent Regulation, Hudson Bay & VALE Inco Limited Regulation, etc. Know and understand relevant IH and natural environment SPI's such as: 35-1 OEMP, 35-2 WHMIS, 34-15 Respiratory protection, 34-19 Asbestos, 36-1 Hearing Conservation, 35-3 Spill Reporting, 35-4 Ozone Depleting Substances, etc. Know and understand relevant Corporate EHS guidelines Assist Health and Environment with the review and update of relevant SPI's and programs such as OEMP, WHMIS, spill reporting etc. When necessary assist management to identify resources from within the department JEHS committees to ensure Health and Environment issues are investigated and resolved in a timely manner Provide technical expertise in interpretation of legislation and company policies and procedures Assist with health hazard, environmental aspect identification and assessment in mines & plants Assess problems, opportunities and develop action and education that clearly defines operational impact, options, actions and accountabilities. Present/publicize as required to the Divisional JHSE committee. Assist with Development of implementation plans (including communication and education) for health and environment systems at the request of the Divisional Union HSE Co-Chair/Superintendent of Health & Environment |

| ROLE PROFILE | | HEALTH & ENVIRONMENT WORKER REPRESENTATIVE | |
|-----------------|---|--|--------------------------------|
| Role Holder: | | Leader: | Divisional Union EHS Co-Chair |
| Role Title: | Health & Environment Worker Representative | | |
| Department: | Manitoba Operations | | |
| LoR: | USW President Local #6166 | | |
| Effective Date: | September 16, 2005 | | Revision Date: August 30, 2005 |

- Assist with Research and find solutions to specific operational concerns
- Coordinate the annual controlled products inventory
- Assist in the preparation of workplace and shipping labels as required under WHMIS/TDG
- Coordinate the annual audit of the respiratory protection program
- Coordinate the annual audit of the potable water sampling sites
- Assist with occupational health or environmental field monitoring

Costs:

- None

Quality / Customer:

- Consult with JEHS Committees, Employees, Divisional Union EHS Co-chair, Superintendent Health & Environment regarding environment and health problems, complaints and concerns and work to develop solutions
- Assist the Health & Environment department in the investigation of workplace exposures and environmental spills, discuss cause and effect, and assist in determining remedial action
- Provide listening and or problem solving advice from an health and environment perspective on operational issues
- Act as a resource to the Divisional JEHS Committee
- Participate in the Health and Environment components of corporate EHS audits of Manitoba Operations

People:

- Advise employees concerning health and environment precautions, rules and regulations to assure that satisfactory standards are practiced and maintained
- Assist the Worker Safety Representatives to understand the exposure monitoring programs, including the context of the system and its intent and importance to the health and safety of all employees.
- Work with the IH coordinator to develop the annual OEMP sampling schedules and training programs
- Work with the IH coordinator and Occupational Medicine to prepare the annual OEMP report and develop recommendations for workplace initiatives
- Work with the Environment Coordinator to develop annual potable water sampling schedule
- In carrying out responsibilities use tact and diplomacy to inform Supervisors and JEHS Committee members of best practices concerning environment and health precautions
- Develop and nurture relationship with Union & Management member counterparts
- Work jointly with the Health & Environment department in identifying and initiating improvement changes as well as developing key performance indicators.
- Ensure prompt and timely communication to Superintendent Health & Environment/Divisional Union EHS Co-chair of events and items of significance.
- Works collaterally with IH and Environment Coordinators on divisional health & environment initiatives, thrusts, audits, etc.
- Works collaterally with Corporate Environment and Health Directors on company health & environment initiatives, thrusts, audits, etc.

APPENDIX L

ROLE PROFILE

HEALTH & ENVIRONMENT WORKER REPRESENTATIVE

| | | | |
|-----------------|---|---------|--------------------------------|
| Role Holder: | | Leader: | Divisional Union EHS Co-Chair |
| Role Title: | Health & Environment Worker Representative | | |
| Department: | Manitoba Operations | | |
| LoR: | USW President Local #6166 | | |
| Effective Date: | September 16, 2005 | | Revision Date: August 30, 2005 |

- Standing member of the Environmental Steering Committee

Physical Assets:

- To utilize the office, tools and equipment that have been assigned
- Responsible to coordinate the Division controlled products inventory and facilitate the health hazard screening of controlled products

Note: The above statement reflects the general details considered necessary to describe principal functions of the role identified and shall not be constructed as a detailed description of all work requirements that may be inherent in the role

ROLE PROFILE**HEALTH & ENVIRONMENT WORKER REPRESENTATIVE**

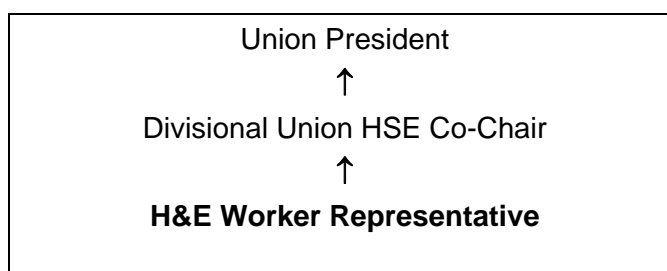
| | | | |
|-----------------|---|---------|--------------------------------|
| Role Holder: | | Leader: | Divisional Union EHS Co-Chair |
| Role Title: | Health & Environment Worker Representative | | |
| Department: | Manitoba Operations | | |
| LoR: | USW President Local #6166 | | |
| Effective Date: | September 16, 2005 | | Revision Date: August 30, 2005 |

| Generic Responsibilities | |
|--|--|
| <p>The role is responsible for the following:</p> <ul style="list-style-type: none"> Informing the Divisional Union EHS Co-Chair regarding progress on tasks, then report immediately when a judgment is made that the output targets cannot be met, or more can be achieved. Informing the Superintendent of regarding progress on tasks, then report immediately when a judgment is made that the output targets cannot be met, or more can be achieved. Asking the Divisional Union EHS Co-Chair for clarification, when needed, on what is expected of the role. Asking the Superintendent of Health & Environment for clarification, when needed, on what is expected of the role. <p>The intent of the following is to define key responsibilities for those individuals new to the H&E WR role or those being developed as future WR's</p> <ul style="list-style-type: none"> Taking the initiative to improve your work, the overall business, and promote the goals of the Union/Company organization. Working effectively and collaterally with immediate colleagues and others in cross-functional relationships, on tasks within the context of Union/Corporate policy, values, and culture. | <p>Divisional Union HSE Co-Chair is responsible for the following:</p> <ul style="list-style-type: none"> Formulating and assigning tasks to EHS Committee members. Providing performance feedback, coaching, and merit recognition. Ensuring their direct reports are exercising sound leadership practices. Assessment of current role holder's ability and matching capability with Divisional Union EHS Co-Chair requirements. |

ROLE PROFILE**HEALTH & ENVIRONMENT WORKER REPRESENTATIVE**

| | | | |
|-----------------|---|---------|--------------------------------|
| Role Holder: | | Leader: | Divisional Union EHS Co-Chair |
| Role Title: | Health & Environment Worker Representative | | |
| Department: | Manitoba Operations | | |
| LoR: | USW President Local #6166 | | |
| Effective Date: | September 16, 2005 | | Revision Date: August 30, 2005 |

**H&E Worker Representative
Reporting and TIRR Relationships**



| INTERNAL | | | |
|--|--|------------------------|---|
| Initiator | Responder | Authority Level | Comments |
| IH Coordinator | Health & Environment Worker Representative | Advising/Coordinating | To work jointly implementing, and conducting health initiatives. |
| Environment Coordinator | Health & Environment Worker Representative | Advising/ Coordinating | To work jointly implementing, and conducting natural environment initiatives. |
| Divisional HSE Committee | Health & Environment Worker Representative | Advising | Provide Health & Environment related information |
| Employee | Health & Environment Worker Representative | Advising | Communicates Health & Environment related concerns |
| Health & Environment Worker Representative | IH Coordinator | Advising/ Coordinate | Provide input on employee concerns, provide data from audits |
| Health & Environment Worker Representative | Environmental Coordinator | Advising/ Coordinate | Provide input on employee concerns, provide data from audits |
| Health & Environment Worker Representative | Divisional HSE Committee | Advising | Share Health & Environment related information |
| Health & Environment Worker Representative | Employee | Auditing/Advising | To share Health & Environment related information and audit Health & Environment work practices |

ROLE PROFILE**HEALTH & ENVIRONMENT WORKER REPRESENTATIVE**

| | | | |
|-----------------|---|---------|--------------------------------|
| Role Holder: | | Leader: | Divisional Union EHS Co-Chair |
| Role Title: | Health & Environment Worker Representative | | |
| Department: | Manitoba Operations | | |
| LoR: | USW President Local #6166 | | |
| Effective Date: | September 16, 2005 | | Revision Date: August 30, 2005 |

| EXTERNAL | | | |
|--|--|------------------------------------|---|
| Initiator | Responder | Authority Level | Comments |
| JHSE Committees | Health & Environment Worker Representative | Advising/Monitoring | To share health, OEMP, environment related information. To provide assistance when requested |
| Worker Safety Rep.'s | Health & Environment Worker Representative | Advising/ Coordinating | To share department health & environment related information from all operations |
| Divisional Union EHS Co-Chair | Health & Environment Worker Representative | Prescribing | To share divisional health and environment information. Take actions as prescribed by the Division Union EHS Co-Chair |
| Superintendent Health & Environment | Health & Environment Worker Representative | Advising/Coordinating | To share divisional health and environment related information. To provide assistance when requested |
| Health & Environment Worker Representative | Worker Safety Rep.'s | Advising/ Coordinating/ Monitoring | To share department environment and health related information |
| Health & Environment Worker Representative | Divisional Union HSE Co-Chair | Advising | To share department health and environment related information |
| Health & Environment Worker Representative | Superintendent Health & Environment | Advising/Coordinating | To share divisional health and environment related information. To provide assistance when requested |

ROLE PROFILE**HEALTH & ENVIRONMENT WORKER REPRESENTATIVE**

| | | | |
|-----------------|---|---------|--------------------------------|
| Role Holder: | | Leader: | Divisional Union EHS Co-Chair |
| Role Title: | Health & Environment Worker Representative | | |
| Department: | Manitoba Operations | | |
| LoR: | USW President Local #6166 | | |
| Effective Date: | September 16, 2005 | | Revision Date: August 30, 2005 |

The six types of Task Initiating Role Relationships:

- **Service-Getting** – responders must, on request, provide authorized services
- **Coordinating** – authority to get designated roles to agree to joint action
- **Advising** – initiator has authority to present specific information to others (responders)
- **Monitoring** – authority to stay informed about the work of others and to persuade them to take certain actions.
- **Auditing** – authority to instruct others to STOP doing something and they must obey.
- **Prescribing** – authority to instruct other roles to take certain action.

Other Business Relationships:

FGIWorld, Contractors, Vendors, Purchasing, General Engineering, Department of Labor, MFL Occupational Health Clinic

EDUCATION / EXPERIENCE

- Sufficient work experience and general understanding of all processes within the division
- Has been a member of a joint EHS committee
- Has participated in a EHS training program
- Has been trained or willing to be trained as an environment and health auditor

REQUIRED TO BE COMPETENT IN ROLE: (Knowledge, Skill, Competencies)

| KNOWLEDGE | SKILLS |
|---|--|
| a. General knowledge of plant protection systems | a. Computer skills (outlook/word/excel/ellipse/PowerPoint/intranet/internet, etc.) |
| b. Working knowledge of Workplace Safety & Health Act and all regulations | b. Ability to effectively schedule, prioritize and manage tasks with minimal supervision |
| c. Working knowledge of industrial hygiene principles | c. Effective coaching skills |
| d. Working knowledge of environment & sustainable development concepts and principles | d. Good oral/written/presentation/communication skills |
| e. Working knowledge of HSE management system | e. Strong Interpersonal skills |

ROLE PROFILE**HEALTH & ENVIRONMENT WORKER REPRESENTATIVE**

| | | | |
|-----------------|---|---------|--------------------------------|
| Role Holder: | | Leader: | Divisional Union EHS Co-Chair |
| Role Title: | Health & Environment Worker Representative | | |
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| LoR: | USW President Local #6166 | | |
| Effective Date: | September 16, 2005 | | Revision Date: August 30, 2005 |

| | |
|---|--|
| f. Practical knowledge of emergency systems | f. Ability to review and interpret data |
| g. General knowledge of plant operating departments | h. Ability to work effectively both as a team member or individually |
| i. Understanding of the training systems | |
| j. Good team membership practices | |
| k. Working knowledge of Union/Company organizational structure and roles | |
| l. Working knowledge of CBA | |
| m. Working Knowledge of Auditing systems | |
| n. General knowledge of the OEMP Monitoring program | |
| o. Understanding of Management of Change process | |
| p. Practical knowledge of Hazard identification, environmental aspect identification, and risk assessment | |

ROLE PROFILE**HEALTH & ENVIRONMENT WORKER REPRESENTATIVE**

| | | | |
|-----------------|---|---------|--------------------------------|
| Role Holder: | | Leader: | Divisional Union EHS Co-Chair |
| Role Title: | Health & Environment Worker Representative | | |
| Department: | Manitoba Operations | | |
| LoR: | USW President Local #6166 | | |
| Effective Date: | September 16, 2005 | | Revision Date: August 30, 2005 |

| Competencies REQUIRED FOR THE ROLE | | |
|--|--|------------|
| (Note: competency levels below the desired level indicated should also be demonstrated in role) | | |
| Competencies | Desired Level | Importance |
| Concern for Environment, Health and Safety This involves acting in a manner that ensures the health and safety of self and others. | Level 4: Take a Leadership Role Take leadership role and accept accountability to ensure the health and safety of the work environment. Champion health, environment and safety, to ensure that others comply with established EHS guidelines. Take a longer-term perspective in identifying and correcting potential problems | Critical |
| Influencing Others Is the intention to persuade, convince, influence or impress others in order to have a specific impact on acts or actions. It includes the ability to anticipate and respond to the needs and concerns of others. | Level 4: Calculate the Impact of One's Actions or Words Adapt actions to influence a specific audience. Take a novel approach to influence a target audience. | Critical |
| Initiative Involves taking independent action and creating opportunities to improve processes, resolve issues or prevent problems | Level 3: Act 1-3 Months Ahead Have a short-term action plan (i.e., this quarter). Look at this quarter to create opportunities or to minimize potential problems. | Critical |
| Information Seeking Is taking action to uncover details and improve one's understanding of situations or issues. It is concerned with having the best information to apply to work performance to meet intended outcomes. | Level 3: Dig Deeper Ask probing questions to get at the root of a situation, beyond the surface issues presented Contact others not directly involved in a situation to obtain relevant background or experiential information | Critical |
| Listening, Understanding and Responding Is the ability to actively listen and understand, and then respond appropriately when interacting with individuals and groups | Level 4: Accurate Assessment Accurately assess root cause of individual/group actions. Demonstrate sensitivity and act to help resolve personal issues/problems | Critical |

ROLE PROFILE**HEALTH & ENVIRONMENT WORKER REPRESENTATIVE**

| | | | |
|--|---|--|--------------------------------|
| Role Holder: | | Leader: | Divisional Union EHS Co-Chair |
| Role Title: | Health & Environment Worker Representative | | |
| Department: | Manitoba Operations | | |
| LoR: | USW President Local #6166 | | |
| Effective Date: | September 16, 2005 | | Revision Date: August 30, 2005 |
| Teamwork and Co-operation Involves working co-operatively with others, being part of a team, sharing a common set of goals, a commitment to achieving team goals and working together as opposed to working separately or competitively | | Level 4: Encourage Others Publicly give credit to others. Encourage members of the group to contribute | Critical |
| Critical Thinking Is the ability to understand, analyze, reason and evaluate information according to recognized standards. Critical thinking is a way of examining unclear, ambiguous, controversial and one-sided issues. It is a way to work through the 'dust and debris', get to the central or main issue and examine it realistically. It is what the mind does when one searches for truth | | Level 4: Probe deeply into issues to ensure responses are based on truth and logic Develop questions that will challenge Question opinions, sources of information and use a variety of probing methods. | Very Important |
| Self Confidence Is a belief in one's own capability to accomplish a task and select an effective approach to a task or problem | | Level 2: Act Independently Independently solve problems by taking appropriate action, even when others disagree Make decision with a sense of authority; have a "can-do" attitude | Very Important |
| Achievement Motivation Is a concern for working well or for competing against a standard of excellence. The standard may be one's own past performance, an objective measure, the performance of others, challenging goals one had set, or even what anyone has ever done | | Level 3: Create Own Measures of Excellence and Improve Performance Come up with something new to improve performance Set a standard for performance which exceeds that set by management | Very Important |
| Developing Others Involves a genuine intent to foster the long-term learning or developing others. Its focus is on the developmental intent and effect rather than on a formal role of training | | Level 4: Give Helpful Feedback Give constructive feedback to others, specific to their actions Reassure others after a setback and reinforce their efforts Assess a direct reports competence so as to delegate full responsibility for a task when they are ready | Very Important |

APPENDIX M

ROLE PROFILE

CONTRACTING OUT COORDINATOR

| | | | |
|-----------------|------------------------------------|---------|----------------------------------|
| Role Holder: | | Leader: | Union President |
| Role Title: | Contracting Out Coordinator | | |
| Department: | Manitoba Operations | | |
| LoR: | | | |
| Effective Date: | September 16, 2005 | | Revision Date: September 2, 2005 |

| CONTEXT AND PURPOSE OF THIS ROLE |
|--|
| To reduce the amount of contracting out work within the mines and surface plants |
| KEY ACCOUNTABILITIES |
| <p>This individual will work jointly with the Divisional Contracting Out Committee and plant management to ensure all work contracted out has been thoroughly reviewed and aligned with the contracting out process</p> <p>Provides training and guidance to present and future Contracting Out Committee members</p> <p>Investigates opportunities to reduce the contracting out of work</p> <p>Act as liaison between the Department contracting out representatives and the Workforce Planning Coordinator</p> |
| ON-GOING ACCOUNTABILITIES |
| <p>Health, Safety & Environment:</p> <ul style="list-style-type: none"> Investigate and list required qualifications for Inco and the Term Labour Pool personnel when challenging a "request for work by others" request or a task typically contracted out Ensure a safety component is built in to the Contracting Out training package Facilitates safety related training as per the Contracting Out training package to present and future Contracting Out Committee members <p>Production:</p> <ul style="list-style-type: none"> Create a training package for the purpose of training present and future committee members. Training package must include information on all aspects of contracting out Prepare and provide written or verbal reports for both the Divisional Contracting Out Committee and Executive Steering Committee relevant to contracting out in the plant monthly or more frequently if necessary Prepare and provide written or verbal reports for both the Divisional Contracting Out Committee and Executive Steering Committee relevant to the Term Labour Pool monthly or more frequently if necessary The achievement of other objectives as identified by the Executive Steering Committee or Union President Collect data relevant for reducing the extent and cost of contracting out. Ensure all contracting out issues being reviewed are thoroughly investigated. Chair and facilitate the monthly Contracting Out committee meetings Ensure that a copy of the "Request for work by others" form is generated for all contracts. Jointly establish agendas for monthly Contracting Out Committee and quarterly Executive Steering Committee meetings |

| ROLE PROFILE | | CONTRACTING OUT COORDINATOR | |
|-----------------|-----------------------------|-----------------------------|----------------------------------|
| Role Holder: | | Leader: | Union President |
| Role Title: | Contracting Out Coordinator | | |
| Department: | Manitoba Operations | | |
| LoR: | | | |
| Effective Date: | September 16, 2005 | | Revision Date: September 2, 2005 |

- Prepare appeals to be presented to the Executive Steering Committee
- Investigate and promote opportunities for the use of Term Labour Pool individuals
- Assist the Workforce Planning Coordinator in recruitment of individuals for the Term Labour Pool
- Act as the Union liaison between the Contracting Out Committee and the Term Labour Pool

Costs:

- Review all current and proposed within scope work requests that involves the outsourcing of work
- Seek and identify other resources from within the division that are capable of performing requested outsourced work
- Monitor work order and project costs that are relevant to the outsourcing of work
- Create business cases to justify the use of Inco or Term Labour Pool forces versus contract workers where opportunities are identified
- Collect data relevant for reducing the extent and cost of contracting out.

Quality / Customer:

- Monitor contracts with the Union Area and Company Area Representative's or Construction Supervisor or facility representative assigned to a contract to ensure adherence to contract/project scope
- Prepare a monthly action plan, pre-assign task requests monthly to department Union committee members.
- Provide listening and or problem solving advice to assist department reps if contracting issues arise
- Communicate to the workforce through crew meetings, face to face contacts, written bulletin board material, etc. the ongoing results achieved by the Contracting Out Committee. These forms should also be used as open dialogue opportunities for the workforce to provide feedback.
- Seek to continually improve the contracting out process through the sharing of best practices from other departments
- Work jointly with the Workforce Planning Coordinator to improve the Term Labour Pool process

People:

- Facilitate orientation and ongoing training to present and future contracting out committee members
- Facilitate an understanding of engineering processes, contract structure and contract language to contracting out committee members
- In carrying out responsibilities use tact and diplomacy in communicating with plant personnel and committee members
- Develop and nurture relationship with Union and Management counterparts and act as a liaison between the Union and Operating Departments.
- Works collaterally with line organization in the use of the contracting out process to reduce contracting out
- Provide technical expertise or interpretation on the contracting out process
- As available, facilitate meetings with Department Representative's to review contracting out issues

| ROLE PROFILE | | CONTRACTING OUT COORDINATOR | |
|---|-----------------------------|-----------------------------|----------------------------------|
| Role Holder: | | Leader: | Union President |
| Role Title: | Contracting Out Coordinator | | |
| Department: | Manitoba Operations | | |
| LoR: | | | |
| Effective Date: | September 16, 2005 | | Revision Date: September 2, 2005 |
| <p>Physical Assets:</p> <ul style="list-style-type: none">• To maintain the office, tools and equipment to which they have been assigned• Maintain a well organized filing system <p>Note: The above statement reflects the general details considered necessary to describe principal functions of the role identified and shall not be constructed as a detailed description of all work requirements that may be inherent in the role</p> | | | |

| GENERIC RESPONSIBILITIES | |
|---|--|
| The role holder is responsible for the following: | Executive Steering Committee is responsible for the following: |
| <ul style="list-style-type: none"> Informing the Union President/Executive Steering Committee regarding progress on tasks and report immediately when a judgment is made that the output targets cannot be met, or more can be achieved. Asking the Union President/Executive Steering Committee for clarification, when needed, on what is expected of the role. Taking the initiative to improve your work, the overall business, and promote the goals of the Union/Company organization. Working effectively and collaterally with immediate colleagues and others in cross-functional relationships, on tasks within the context of Union/Corporate policy, values, and culture. | <ul style="list-style-type: none"> Developing a plan to achieve own goals and the goals of the division. Formulating and assigning tasks to Contracting Out Committee members. Providing performance feedback, coaching, and merit recognition. Ensuring their direct reports are exercising sound leadership practices. |

ROLE PROFILE**CONTRACTING OUT COORDINATOR**

| | | | |
|-----------------|------------------------------------|---------|----------------------------------|
| Role Holder: | | Leader: | Union President |
| Role Title: | Contracting Out Coordinator | | |
| Department: | Manitoba Operations | | |
| LoR: | | | |
| Effective Date: | September 16, 2005 | | Revision Date: September 2, 2005 |

**Contracting Out Coordinator
Reporting and TIRR Relationships**

| | | |
|--|--|--|
| | | |
| | USW President Local #6166 | |
| | ↑ | |
| | Contracting Out Coordinator | |
| | ↑ | |
| | Union Contracting Out Department Reps | |

| INTERNAL | | | |
|--------------------------------|--------------------------------|--------------------------|--|
| Initiator | Responder | Authority Level | Comments |
| Company Co-Chair | Contracting Out Coordinator | Coordinating/Advising | To share divisional contracting out information |
| General Engineering | Contracting Out Coordinator | Coordinating/Advising | To share divisional contracting out information |
| Workforce Planning Coordinator | Contracting Out Coordinator | Advising | To share divisional contracting out information. To share information as it pertains to the Term Labour Pool |
| Executive Steering Committee | Contracting Out Coordinator | Prescribing/Auditing | To assign tasks to deliver on objects of reducing contracting out |
| Divisional Union HSE Co-Chair | Contracting Out Coordinator | Advising | To share safety related information and provide guidance |
| Contracting Out Coordinator | Company Co-Chair | Coordinating/Advising | To share divisional contracting out information |
| Contracting Out Coordinator | General Engineering | Service Getting/Advising | To provide contract information |
| Contracting Out Coordinator | Workforce Planning Coordinator | Advising | To share divisional contracting out information. To share information as it pertains to the Term Labour Pool |

ROLE PROFILE**CONTRACTING OUT COORDINATOR**

| | | | |
|-----------------|------------------------------------|---------|----------------------------------|
| Role Holder: | | Leader: | Union President |
| Role Title: | Contracting Out Coordinator | | |
| Department: | Manitoba Operations | | |
| LoR: | | | |
| Effective Date: | September 16, 2005 | | Revision Date: September 2, 2005 |

| | | | |
|-----------------------------|-------------------------------|----------|---|
| Contracting Out Coordinator | Executive Steering Committee | Advising | To share divisional contracting out information |
| Contracting Out Coordinator | Divisional Union HSE Co-Chair | Advising | To share safety related information |

| EXTERNAL | | | |
|-----------------------------|-----------------------------|-----------------------|--|
| Initiator | Responder | Authority Level | Comments |
| Department Committee Reps | Contracting Out Coordinator | Advising/Coordinating | To share department contracting out information. To provide assistance when requested |
| Purchasing | Contracting Out Coordinator | Advising | To share contracting out information |
| Accounting | Contracting Out Coordinator | Advising | To share contracting out information |
| Contractors | Contracting Out Coordinator | Advising | To share contracting out information |
| Plant Department Heads | Contracting Out Coordinator | Advising/Coordinating | To share department contracting out information. To provide assistance when requested |
| Department Planners | Contracting Out Coordinator | Advising/Coordinating | To share department contracting out information. To provide assistance when requested |
| Contracting Out Coordinator | Department Committee Reps | Prescribing/Advising | To share department contracting out data relevant for reducing the extent and cost of contracting out. |
| Contracting Out Coordinator | Purchasing | Coordinating | To provide information as it pertains to contracting out |

ROLE PROFILE**CONTRACTING OUT COORDINATOR**

| | | | |
|-----------------|------------------------------------|---------|----------------------------------|
| Role Holder: | | Leader: | Union President |
| Role Title: | Contracting Out Coordinator | | |
| Department: | Manitoba Operations | | |
| LoR: | | | |
| Effective Date: | September 16, 2005 | | Revision Date: September 2, 2005 |

| | | | |
|-----------------------------|------------------------|--------------------------|---|
| Contracting Out Coordinator | Accounting | Coordinating | To provide information as it pertains to contracting out |
| Contracting Out Coordinator | Contractors | Advising | To share contracting out information |
| Contracting Out Coordinator | Plant Department Heads | Advising | To share contracting out information |
| Contracting Out Coordinator | Department Planners | Service Getting/Advising | To share department contracting out information. To provide assistance when requested |

The six types of Task Initiating Role Relationships:

Service-Getting – responders must, on request, provide authorized services

Coordinating – authority to get designated roles to agree to joint action

Advising – initiator has authority to present specific information to others (responders)

Monitoring – authority to stay informed about the work of others and to persuade them to take certain actions.

Auditing – authority to instruct others to STOP doing something and they must obey.

Prescribing – authority to instruct other roles to take certain action.

Other Business Relationships: None

ROLE PROFILE**CONTRACTING OUT COORDINATOR**

| | | | |
|-----------------|------------------------------------|---------|----------------------------------|
| Role Holder: | | Leader: | Union President |
| Role Title: | Contracting Out Coordinator | | |
| Department: | Manitoba Operations | | |
| LoR: | | | |
| Effective Date: | September 16, 2005 | | Revision Date: September 2, 2005 |

EDUCATION / EXPERIENCE

- Sufficient work experience and general understanding of the divisional contracting out process

REQUIRED TO BE COMPETENT IN ROLE: (Knowledge, Skill, Competencies)

| KNOWLEDGE | SKILLS |
|--|--|
| a. General knowledge of plant protection systems | a. Computer skills (Outlook/word/excel/ellipse/PowerPoint/Corvu) |
| b. Working knowledge of Workplace Safety & Health Act | b. Ability to effectively schedule, set priorities and manage tasks with minimal supervision |
| c. Working knowledge of safety systems | c. Effective coaching skills |
| d. General understanding of Accounting practices | d. Good oral/written/presentation/communication skills |
| e. General understanding of Purchasing procedures | e. Strong Interpersonal skills |
| f. General knowledge of other operating departments | |
| g. General understanding of General Engineering and contract structure and processes | |
| h. Good team membership practices | |
| i. Working knowledge of Union/Company organizational structure and roles | |
| j. Working knowledge of CBA | |
| k. Working knowledge of the Maintenance Program | |
| l. Management of Change process | |
| m. Practical knowledge of PHA/JSA process | |
| n. General understanding of the Term Labour Pool system | |

ROLE PROFILE**CONTRACTING OUT COORDINATOR**

| | | | |
|-----------------|------------------------------------|---------|----------------------------------|
| Role Holder: | | Leader: | Union President |
| Role Title: | Contracting Out Coordinator | | |
| Department: | Manitoba Operations | | |
| LoR: | | | |
| Effective Date: | September 16, 2005 | | Revision Date: September 2, 2005 |

COMPETENCIES REQUIRED FOR THE ROLE

(Note: competency levels below the desired level indicated should also be demonstrated in role)

| Competency | Desired Level | Importance |
|--|---|----------------|
| Influencing Others Is the intention to persuade, convince, influence or impress others in order to have a specific impact on attitudes, behavior and/or work performance. It includes the ability to anticipate and respond to the needs and concerns of others. | Level 3: Recognize Concerns <ul style="list-style-type: none"> Demonstrate sensitivity and understanding in detecting underlying concerns, interests or emotions in others and use this to develop effective responses Look for the “win-win” opportunities with others | Very Important |
| Initiative Involves taking independent action and creating opportunities to improve processes, resolve issues or prevent problems | Level 3: Act 1-3 Months Ahead <ul style="list-style-type: none"> Have a short-term action plan (i.e., this quarter). Look at this quarter to create opportunities or to minimize potential problems. | Critical |
| Information Seeking Is taking action to uncover details and improve one’s understanding of situations or issues. | Level 3: Dig Deeper <ul style="list-style-type: none"> Ask probing questions to get at the root of a situation, beyond the surface issues presented Contact others not directly involved in a situation to obtain relevant background or experimental information about it | Critical |
| Self Confidence Is a belief in one’s own capability to accomplish a task and select an effective approach to a task or problem | Level 1: Present Self Confidently <ul style="list-style-type: none"> Appear confident Work without needing supervision | Important |
| Teamwork and Co-operation Involves working co-operatively with others, being part of a team, sharing a common set of goals, a commitment to achieving team goals and working together as opposed to working separately or competitively | Level 6: Resolve Conflicts <ul style="list-style-type: none"> Resolve team conflicts Bring conflict within the team out into the open and encourage or facilitate a beneficial resolution | Very Important |

ROLE PROFILE**CONTRACTING OUT COORDINATOR**

| | | | |
|-----------------|------------------------------------|---------|----------------------------------|
| Role Holder: | | Leader: | Union President |
| Role Title: | Contracting Out Coordinator | | |
| Department: | Manitoba Operations | | |
| LoR: | | | |
| Effective Date: | September 16, 2005 | | Revision Date: September 2, 2005 |

| | | |
|---|--|----------------|
| Listening, Understanding and Responding Is the ability to actively listen and understand, and then respond appropriately when interacting with individuals and groups | Level 2: Listen Responsively <ul style="list-style-type: none"> Actively seek to understand by getting the facts and pertinent information and reiterating this information to check understanding before drawing conclusions Go out of the way with others to invite conversations | Very Important |
| Achievement Motivation Is a concern for working well or for competing against a standard of excellence. The standard may be one's own past performance, an objective measure, the performance of others, challenging goals one had set, or even what anyone has ever done | Level 3: Create Own Measures of Excellence and Improve Performance <ul style="list-style-type: none"> Come up with something new to improve performance Set a standard for performance which exceeds that set by management | Very Important |
| Impact and Influence Is the intention to persuade, convince or influence in order to have a specific impact. It includes the ability to anticipate and respond to the needs and concerns of others. | Level 1: Take a Single Action to Persuade <ul style="list-style-type: none"> Use direct persuasion in a discussion or presentation Appeal to reason by using data or concrete examples to influence others. | Very Important |
| Problem Solving/Judgment Is the ability to analyze problems systematically, organize information, identify key factors, identify underlying causes and generate solutions. | Level 1: Breakdown Problems <ul style="list-style-type: none"> Make a list of items (e.g. a "To Do " list) Break problems into simple lists of tasks or activities | Important |
| Innovative Thinking Is working to improve performance by taking a novel approach to how work is done, or problems approached within the organization | Level 3: Provide Options for Resolution <ul style="list-style-type: none"> Generate new and varied solutions to problems Identify changes which will improve performance | Important |
| Leadership Is taking a role as leader of a team or other group. Leadership is often, but not always, shown from a position of formal authority | Level 1: Provide Routine Management <ul style="list-style-type: none"> State agendas and objectives for meetings In meetings, control time and give assignments Provide information about what is happening to those affected by a decision | Very Important |

Appendix 'N'

Collaboration Charter

Background and Context:

Over the past several years the Company and Local Union have established a distinguishable relationship. The foundation for that success has been mutual respect, an honest, open communication and a commitment to resolve problems. By working together the parties recognize that tangible results and momentum can be achieved towards our shared goal of shaping a longer term exciting future for the Manitoba Operations.

It is understood that there will not always be agreement. Yet, this document reinforces our understanding that any such disagreements will be managed through appropriate channels (e.g. grievance, arbitration procedure) and will not be allowed to disturb our broader relationship.

This Charter affords the parties an opportunity to declare what they stand for and to set forward a process that will 'raise the bar' even higher, led by the respective President of each organization.

Our Values Continua:

We value integrity, honesty & fairness while respecting individual and organizational differences.

We value a respectful, trusting and supportive environment that allows us the freedom to make informed decisions and the courage to admit our mistakes.

We value a caring workplace and community where everyone has the courage to do what is right, even in the face of adversity.

Principles and Guiding Objectives:

- Led and owned by the senior representatives of both the Company and Local Union;
- We endeavor to create a "living" relationship that solves problems, attempts to resolve conflict and allocates funds and resources as required through the term of our Collective Bargaining Agreement;
- This Charter does not replace our C.B.A. which will continue to be respected by the parties;
- The Company and Local Union leadership will be recognized in our community, province and country as "being for" each other;
- A shared commitment to sustainability and the longer term future of our Manitoba Operations.

Process

1. Executive Steering Committee

An Executive Steering Committee shall be established to provide direction and support. The Co-Chairs shall be the respective Presidents of the United Steelworkers Local 6166 and the Manitoba Operations of Vale Inco. Both parties will appoint three (3) other members from their leadership to sit on this Committee.

2. Meetings and Purpose

The Executive Steering Committee will meet quarterly, or more often if requested by either party. The purpose of such meetings will include:

- Assignment of specific outcomes and measureable objectives to 4 key joint Committees identified under our C.B.A. (Trades, Contracting Out, Joint Problem Solving, Employee and Family Assistance Program) and other Committees that may be included from time to time;
- Provide support, guidance, funding and resources to these Committees as may be required;
- Attempt to resolve conflicts or misunderstandings before they escalate and affect our relationship;
- Communication – Business updates, Union interests, etc.

3. Support

A first step for the Executive Steering Committee will be to identify, define and assign appropriate resources to ensure the success of this shared commitment.

This Charter will be launched on a trial basis with either party having the ability to withdraw their support with thirty (30) days written notice to the other.

Signed by USW 6166 Executive Committee and Manitoba Operations Senior Leadership Team

LETTERS OF AGREEMENT

The following Letters of Agreement between the Company and the Union are intended for the purpose of information. They do not form part of the Collective Bargaining Agreement and are not subject to grievance or arbitration.

September 16, 2008

United Steelworkers
Local 6166
19 Elizabeth Drive
Thompson, Manitoba
R8N 1S7

Dear Sirs:

A mutually satisfactory Collective Bargaining Agreement having been entered into between us, this will confirm that the Company will continue in effect until September 15, 2011, the Security Fund Plan for hourly paid employees of the Company's Manitoba Operations, modified as may be required by law.

The Plan stipulates that the Company Matching Contributions will be two percent (2%) of the Participants Base Pay.

It is understood and agreed that the Security Fund Plan shall not be or be deemed to be a part of the Collective Bargaining Agreement, and shall not be subject to grievance or arbitration.

If the foregoing is satisfactory to you, we will be obliged if you will so indicate by executing the form of acceptance appearing at the end of the enclosed copy of this letter and returning that copy to us.

Yours truly,

VALE INCO LIMITED,
MANITOBA OPERATIONS
B. Vickman

ACCEPTED this 16th day of September, 2008
UNITED STEELWORKERS,
LOCAL 6166
L. Ellsworth
R. Leslie

September 16, 2008

United Steelworkers
Local 6166
19 Elizabeth Drive
Thompson, Manitoba
R8N 1S7

Dear Sirs:

We confirm the agreement reached during negotiations respecting Article 18 of the new Collective Bargaining Agreement.

It is agreed that a Written Reprimand is distinct and different from a Warning and that a Written Reprimand is a more serious disciplinary action than a Warning.

When as part of a disciplinary program the Company requires an employee to absent himself from his regular work, with pay, this shall not be considered a Suspension within the meaning of Article 18.

If the foregoing is satisfactory to you, we will be obliged if you will so indicate by executing the form of acceptance appearing at the end of the enclosed copy of this letter and returning that copy to us.

Yours truly,

VALE INCO LIMITED,
MANITOBA OPERATIONS
B. Vickman

ACCEPTED this 16th day of September, 2008
UNITED STEELWORKERS,
LOCAL 6166
L. Ellsworth
R. Leslie

September 16, 2008

United Steelworkers
Local 6166
19 Elizabeth Drive
Thompson, Manitoba
R8N 1S7

Dear Sirs:

We confirm the agreement reached during negotiations respecting Clause 15.09 of the new Collective Bargaining Agreement.

If an employee is permitted to work during the period of a vacation granted to him under the Collective Bargaining Agreement, he shall, for the purpose of Clause 15.09, be deemed not to be working on his regularly scheduled work day on any day during that period.

If the foregoing is satisfactory to you, we will be obliged if you will so indicate by executing the form of acceptance appearing at the end of the enclosed copy of this letter and returning such copy to us.

Yours truly,

VALE INCO LIMITED,
MANITOBA OPERATIONS
B. Vickman

ACCEPTED this 16th day of September, 2008
UNITED STEELWORKERS,
LOCAL 6166
L. Ellsworth
R. Leslie

September 16, 2008

United Steelworkers
Local 6166
19 Elizabeth Drive
Thompson, Manitoba
R8N 1S7

Dear Sirs:

This will confirm the agreement between us respecting summer employment of students.

Every effort will be made to give preference to students having a parent who is an employee.

There are instances where the Company is obliged to give special opportunity to some students for other reasons. One example of this might be a student holding a scholarship under the Inco Scholarship Program for Children of Employees. Another example would be compassionate grounds. There may be other special instances.

However, subject to the special cases that arise, Company policy will continue to be the giving of preference to students whose parent is an employee.

Notwithstanding the definition "probationary employee" in the Collective Agreement, every student shall be deemed to be a "probationary employee" subject to termination at any time prior to the month of October, without such termination being subject to the grievance and arbitration procedure.

No summer student will be assigned to a job for which the basic wage is Job Step 3 or higher in the case of surface jobs or Job Step 8 or higher in the case of mines jobs.

If the foregoing is satisfactory to you, we will be obliged if you will so indicate by executing the form of acceptance appearing at the end of the enclosed copy of this letter and returning that copy to us.

Yours truly,

VALE INCO LIMITED,
MANITOBA OPERATIONS
B. Vickman

ACCEPTED this 16th day of September, 2008
UNITED STEELWORKERS,
LOCAL 6166
L. Ellsworth
R. Leslie

September 16, 2008

United Steelworkers
Local 6166
19 Elizabeth Drive
Thompson, Manitoba
R8N 1S7

Dear Sirs:

We confirm the agreement reached during negotiations with respect to employees being accepted into apprenticeship training by the Company.

When the Company requires additional apprentices, employees on the apprenticeship training waiting lists will be transferred into Mechanical or Electrical Department apprenticeship training on the basis of Clause 15.06. The list of applicants for apprenticeship training will be changed from a listing by date of formal acceptance to a listing by seniority. However, the Company may give preference to employees or individuals who obtain apprenticeship in-school credits of one year or more from the Apprenticeship Branch of the Department of Labour.

If the foregoing is satisfactory to you, we will be obliged if you will so indicate by executing the form of acceptance appearing at the end of the enclosed copy of this letter and returning such copy to us.

Yours truly,

VALE INCO LIMITED,
MANITOBA OPERATIONS
B. Vickman

ACCEPTED this 16th day of September, 2008
UNITED STEELWORKERS,
LOCAL 6166
L. Ellsworth
R. Leslie

September 16, 2008

United Steelworkers
Local 6166
19 Elizabeth Drive
Thompson, Manitoba
R8N 1S7

Dear Sirs:

This will confirm the agreement reached during negotiations that the Company will deduct from the pay of each employee one cent (1¢) for each hour worked and forward the total deductions once each month to the Steelworkers' Humanity Fund. If an individual employee should so request in writing no such deduction will be made from his pay.

If the foregoing is satisfactory to you, we will be obliged if you will so indicate by executing the form of acceptance appearing at the end of the enclosed copy of this letter and returning such copy to us.

Yours truly,

VALE INCO LIMITED,
MANITOBA OPERATIONS
B. Vickman

ACCEPTED this 16th day of September, 2008
UNITED STEELWORKERS,
LOCAL 6166
L. Ellsworth
R. Leslie

September 16, 2008

United Steelworkers
Local 6166
19 Elizabeth Drive
Thompson, Manitoba
R8N 1S7

Dear Sirs:

This will confirm the agreement reached during negotiations with respect to Union participation in the orientation of new employees. A member of the Local Union Executive shall have the opportunity to address new employees for up to one-half ($\frac{1}{2}$) hour during the course of their introduction to employment. During such one-half ($\frac{1}{2}$) hour the Union representative will be permitted to show a video-taped message from the President of the Local Union. It is understood that this opportunity will not be used to have new employees sign applications for union membership cards.

If the foregoing is satisfactory to you, we will be obliged if you will so indicate by executing the form of acceptance appearing at the end of the enclosed copy of this letter and returning such copy to us.

Yours truly,

VALE INCO LIMITED,
MANITOBA OPERATION
B. Vickman

ACCEPTED this 16th day of September, 2008
UNITED STEELWORKERS,
LOCAL 6166
L. Ellsworth
R. Leslie

September 16, 2008

United Steelworkers
Local 6166
19 Elizabeth Drive
Thompson, Manitoba
R8N 1S7

Dear Sirs:

This will confirm our understanding with respect to the holding of In-Term meetings between the Company, the Local Union and the Union at approximately six (6) month intervals during the term of this Agreement.

There will also be Divisional meetings between the Company, the Local Union and the Union at approximately six (6) month intervals alternating with the In-Term meetings.

The purpose of these meetings is to discuss any problems which may arise from the administration of this Agreement and to improve communications between the parties. These meetings will also provide an opportunity to discuss the implementation of new programs, policies and practices and the application of this Agreement to them.

The parties will exchange outlines of the topics they wish to discuss at least two (2) weeks prior to the date of the meeting.

Yours truly,

VALE INCO LIMITED,
MANITOBA OPERATIONS
B. Vickman

ACCEPTED this 16th day of September, 2008
UNITED STEELWORKERS,
LOCAL 6166
L. Ellsworth
R. Leslie

September 16, 2008

United Steelworkers
Local 6166
19 Elizabeth Drive
Thompson, Manitoba
R8N 1S7

Dear Sirs:

This will confirm the agreement reached during negotiations to jointly investigate ways in which to reduce the costs associated with the provision of the health care benefits under the Collective Bargaining Agreement without reducing the existing level of benefit coverage.

A "Benefit Plan Cost Review Committee" consisting of two (2) employees appointed by the Union and two (2) individuals appointed by the Company will be established to conduct the investigation. Meetings of the Benefit Plan Cost Review Committee will be held as frequently as required, at mutually agreeable times.

The Benefit Plan Cost Review Committee will make recommendations to the Joint Problem Solving Committee.

The provisions of Clause 19.04 with respect to payment for time lost shall apply to the Union representatives on the Benefit Plan Cost Review Committee.

If the foregoing is satisfactory to you, we will be obliged if you will so indicate by executing the form of acceptance appearing at the end of the enclosed copy of this letter and returning that copy to us.

Yours truly,

VALE INCO LIMITED,
MANITOBA OPERATIONS
B. Vickman

ACCEPTED this 16th day of September, 2008
UNITED STEELWORKERS,
LOCAL 6166
L. Ellsworth
R. Leslie

September 16, 2008

United Steelworkers
Local 6166
19 Elizabeth Drive
Thompson, Manitoba
R8N 1S7

Dear Sirs:

This will confirm the agreement reached during negotiations that the Union will participate with the Company in the development and implementation of a program of Trades Enhancement.

Recognizing that employees in the Mechanical Department and the Electrical Department have concerns regarding trades enhancement, the Company agrees that during the term of this agreement the scope of the program will include the skills covered in programs recognized by the Manitoba Department of Labour under the Apprenticeship and Trades Qualification Act.

Further, trade boundaries defined by current practice and limited to the skills covered in the above mentioned recognized programs will be established by mutual agreement.

Training will be offered in accordance with the provisions of Clause 22.16 of the Collective Bargaining Agreement.

If the foregoing is satisfactory to you, we will be obliged if you will so indicate by executing the form of acceptance appearing at the end of the enclosed copy of this letter and returning that copy to us.

Yours truly,

VALE INCO LIMITED,
MANITOBA OPERATIONS
B. Vickman

ACCEPTED this 16th day of September, 2008
UNITED STEELWORKERS,
LOCAL 6166
L. Ellsworth
R. Leslie

September 16, 2008

United Steelworkers
Local 6166
19 Elizabeth Drive
Thompson, Manitoba
R8N 1S7

Dear Sirs:

This will confirm the agreement reached during negotiations that the Company will deduct from the pay of each employee two cents (2¢) for each hour worked and forward the total deductions once each month to the Steelworkers' Benevolence or the U.S.W.A. Education Fund as directed by the local union. If an individual employee should so request in writing no such deduction will be made from his pay.

If the foregoing is satisfactory to you, we will be obliged if you will so indicate by executing the form of acceptance appearing at the end of the enclosed copy of this letter and returning that copy to us.

Yours truly,

VALE INCO LIMITED,
MANITOBA OPERATIONS
B. Vickman

ACCEPTED this 16th day of September, 2008
UNITED STEELWORKERS,
LOCAL 6166
L. Ellsworth
R. Leslie

September 16, 2008

United Steelworkers
Local 6166
19 Elizabeth Drive
Thompson, Manitoba
R8N 1S7

Dear Sirs:

This will confirm the agreement between the Company and the Union respecting expedited arbitration.

Except where otherwise specified in this Letter of Agreement, the provisions of Article 20 (Grievance Procedure) and Article 21 (Arbitration) of the Collective Bargaining Agreement continue to apply to a grievance under this Letter of Agreement.

Where it is mutually agreed that a grievance is suitable for expedited arbitration, in place of such grievance being submitted to arbitration as outlined in Article 21 of the Collective Bargaining Agreement, the parties shall apply the following expedited arbitration procedure.

1. Those grievances agreed to be suitable for expedited arbitration shall be heard before Vincent L. Ready, who shall act as sole arbitrator.
2. If in any case Vincent L. Ready is unable or unwilling to act, the parties shall appoint an individual, selected by mutual agreement, who shall act as sole arbitrator.
3. All hearings will take place in Thompson, Manitoba.
4. All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.
5. Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance.
6. Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.

7. The finding of the arbitrator as to the facts and as to the meaning, application or alleged violation of the provisions of the Collective Bargaining Agreement shall be conclusive and binding upon all parties concerned, but in no event shall the arbitrator alter, modify or amend any part of the Collective Bargaining Agreement.
8. The decision of the arbitrator is to be completed and mailed to the parties within ten (10) working days of the hearing.
9. The Union and the Company shall each be responsible for one-half (½) of the expenses of and fees payable to the arbitrator. The Company and the Union agree that the fees and expenses of the arbitrator shall be such as he may reasonably require.
10. The expedited arbitrator shall have the same powers and authority as an arbitrator established under the provisions of the collective agreement.
11. All decisions of the arbitrator are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party unless it is mutually agreed that they will be instructive to the parties in reaching agreement in any subsequent proceeding before the expedited arbitrator.

If the foregoing is satisfactory to you, we will be obliged if you will so indicate by executing the form of acceptance appearing at the end of the enclosed copy of this letter and returning that copy to us.

Yours truly,

VALE INCO LIMITED,
MANITOBA OPERATIONS
B. Vickman

ACCEPTED this 16th day of September, 2008
UNITED STEELWORKERS,
LOCAL 6166
L. Ellsworth
R. Leslie

September 16, 2008

United Steelworkers
Local 6166
19 Elizabeth Dr.
Thompson, Mb.
R8N 1S7

Dear Sir:

This will confirm the agreement reached during negotiations that the parties will continue the Let Every Adult Read Now (L.E.A.R.N.) program for employees of the Manitoba Operation.

Where, in the opinion of the course leader, the suitability of any two applicants to attend any course offered as part of the L.E.A.R.N. program is relatively equal, the senior applicant will be given preference to attend the course.

If the foregoing is satisfactory to you, we will be obliged if you will so indicate by executing the form of acceptance appearing at the end of the enclosed copy of this letter and returning that copy to us.

Yours truly,

VALE INCO LIMITED
MANITOBA OPERATIONS
B. Vickman

ACCEPTED this 16th day of September, 2008
UNITED STEELWORKERS,
LOCAL 6166
L. Ellsworth
R. Leslie

September 16, 2008

United Steelworkers
Local 6166
19 Elizabeth Dr.
Thompson, Mb.
R8N 1S7

Dear Sirs:

While the Company and the Union may give different emphasis to the interests of their various constituents, they share the common objective of a successful, continuing operation, functioning in an atmosphere of respect between a strong union and a strong company.

As both parties acknowledge that the ultimate determinant of employment security in the Manitoba Operations is the cost of production, and as recent fundamental changes in the Manitoba Operations have resulted in an increased cost base, the Company and the Union commit that they will actively pursue mutually agreed upon initiatives to address this imperative.

This is an enabling document, intended to formalize the mechanism by which the Union and the employees may contribute to the on-going viability of the Manitoba Operation and thus provide greater employment security, opportunity and enhanced workplace safety and health.

A joint Union/Management committee shall be established with the responsibility to achieve these objectives.

It is agreed that the broad mandate of the committee is to focus upon:

- improved effectiveness of labour relations.
- the on-going management of the Collective Bargaining Agreement.
- initiatives to reduce the costs of production, better utilize the plant and equipment and increase product quality without negatively impacting employment security.

The committee shall be governed by the following terms of reference:

TERMS OF REFERENCE

1. The committee will be known as the Joint Problem Solving Committee (JPS Committee).
2. The JPS Committee will consist of up to seven (7) members of the bargaining unit selected by the Local Union President, including the Local Union President, and up to seven (7) representatives of the Company selected by the Company, including the Manager of Human Resources. A representative of the United Steelworkers may also attend JPS Committee meetings and otherwise be involved in matters dealt with by the JPS Committee. It is recognized that it is most desirable that the JPS Committee initially be comprised of the Negotiating Committees for the 2005 Collective Bargaining Agreement.
3. The JPS Committee will meet at least once in each month or more frequently if mutually agreed. The JPS Committee meetings will be co-chaired by the Local Union President and the Manager of Human Resources.
4. It is recognized that replacement of JPS Committee members will from time to time be necessary. In order to minimize the impact on the functioning of the JPS Committee, the parties will endeavour to keep to a minimum the number of individuals replaced on the JPS Committee at any given time.

If the foregoing is satisfactory to you, we will be obliged if you will so indicate by executing the form of acceptance appearing at the end of the enclosed copy of this letter and returning that copy to us.

Yours truly,

VALE INCO LIMITED
MANITOBA OPERATIONS
B. Vickman

ACCEPTED this 16th day of September, 2008
UNITED STEELWORKERS,
LOCAL 6166
L. Ellsworth
R. Leslie

September 16, 2008

United Steelworkers
Local 6166
19 Elizabeth Drive
Thompson, Manitoba
R8N 1S7

Dear Sirs:

We confirm the agreement reached during negotiations with respect to employees having recall rights pursuant to Clause 15.13 of the Collective Bargaining Agreement and the contracting out of work.

Where the Company has laid off employees in the six (6) month period immediately preceding the tendering process for a major capital or a major construction project, a list of individuals having recall rights pursuant to Clause 15.13 shall be included with the tendering documents so that the successful contractor may, if he so chooses, interview those individuals regarding potential employment.

If the foregoing is satisfactory to you, we will be obliged if you will so indicate by executing the form of acceptance appearing at the end of the enclosed copy of this letter and returning such copy to us.

Yours truly,

VALE INCO LIMITED,
MANITOBA OPERATIONS
B. Vickman

ACCEPTED this 16th day of September, 2008
UNITED STEELWORKERS,
LOCAL 6166
L. Ellsworth
R. Leslie

September 16, 2008

United Steelworkers
Local 6166
19 Elizabeth Drive
Thompson, Manitoba
R8N 1S7

Dear Sirs:

This will confirm the agreement reached between the Company and the Union respecting the scheduling of Vacation and Special Vacation for those Mine Department employees working on a current extended shift schedule where the average weekly hours over the cycle of the schedule of shifts exceeds forty (40).

Should the Company introduce into the Mines Departments an alternate extended shift schedule where the average weekly hours over the cycle of the schedule of shifts exceeds forty (40), the parties will meet to develop a method for scheduling vacation and Special Vacation for employees working on such schedules.

If the foregoing is satisfactory to you, we will be obliged if you will so indicate by executing the form of acceptance appearing at the end of the enclosed copy of this letter and returning such copy to us.

Yours truly,

VALE INCO LIMITED,
MANITOBA OPERATIONS
B. Vickman

ACCEPTED this 16th day of September, 2008
UNITED STEELWORKERS,
LOCAL 6166
L. Ellsworth
R. Leslie

September 16, 2008

United Steelworkers
Local 6166
19 Elizabeth Dr.
Thompson, MB
R8N 1S7

Dear Sir:

We confirm the agreement reached during negotiations respecting Clause 15.08 of the Collective Bargaining Agreement.

When the Company is reducing the number of employees in a classification or classifications and such reduction is to be considered permanent the employees affected shall be dealt with in a manner as shown in the attached flowchart subject to Clause 15.08 with respect to an incapacitated employee.

If the foregoing is satisfactory to you, we will be obliged if you will so indicate by executing the form of acceptance at the end of the attached copy of this letter and returning it to us.

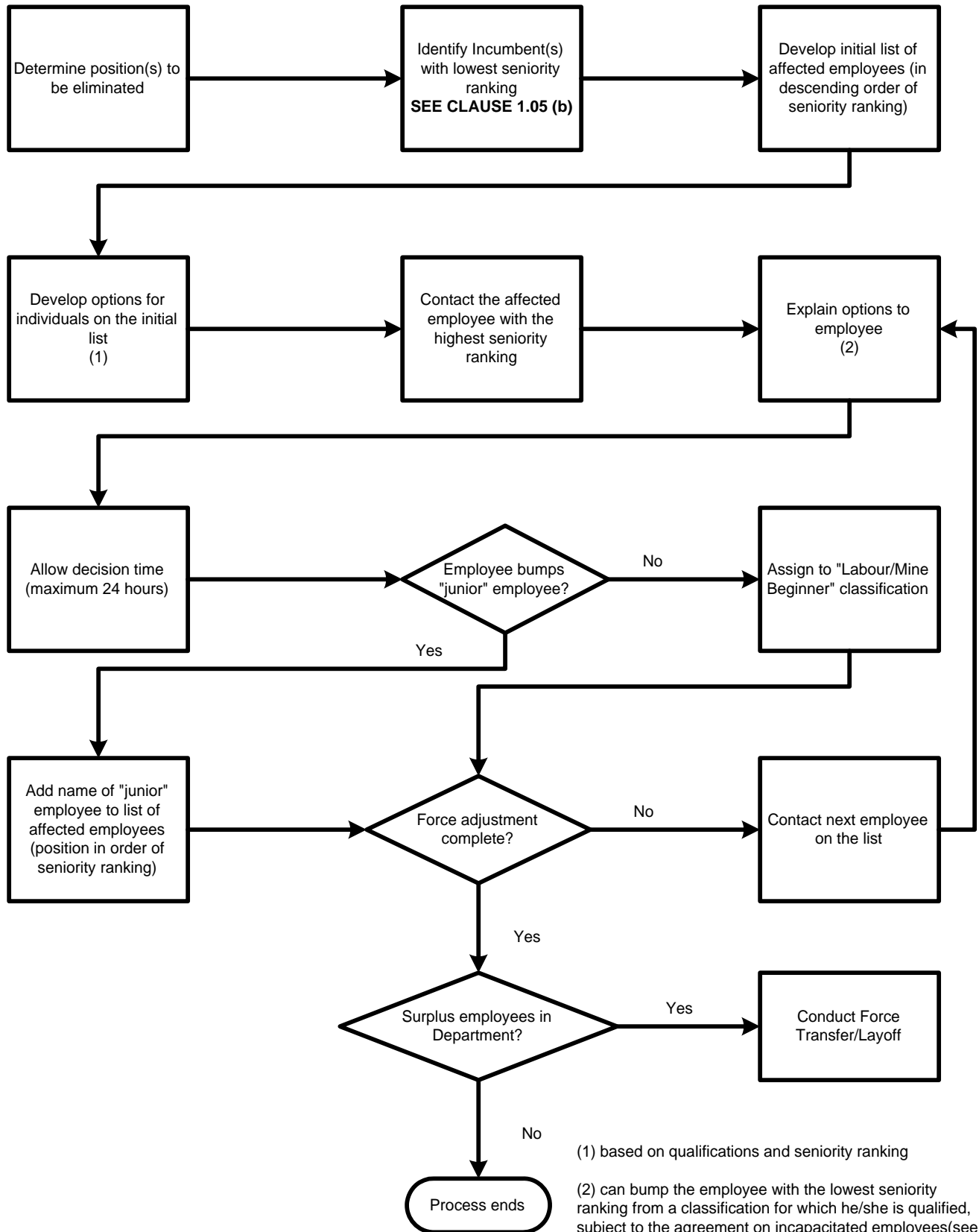
Yours truly,

VALE INCO LIMITED,
MANITOBA OPERATIONS
B. Vickman

ACCEPTED this 16th day of September, 2008
UNITED STEELWORKERS,
LOCAL 6166
L. Ellsworth
R. Leslie

INTRADEPARTMENTAL FORCE ADJUSTMENT

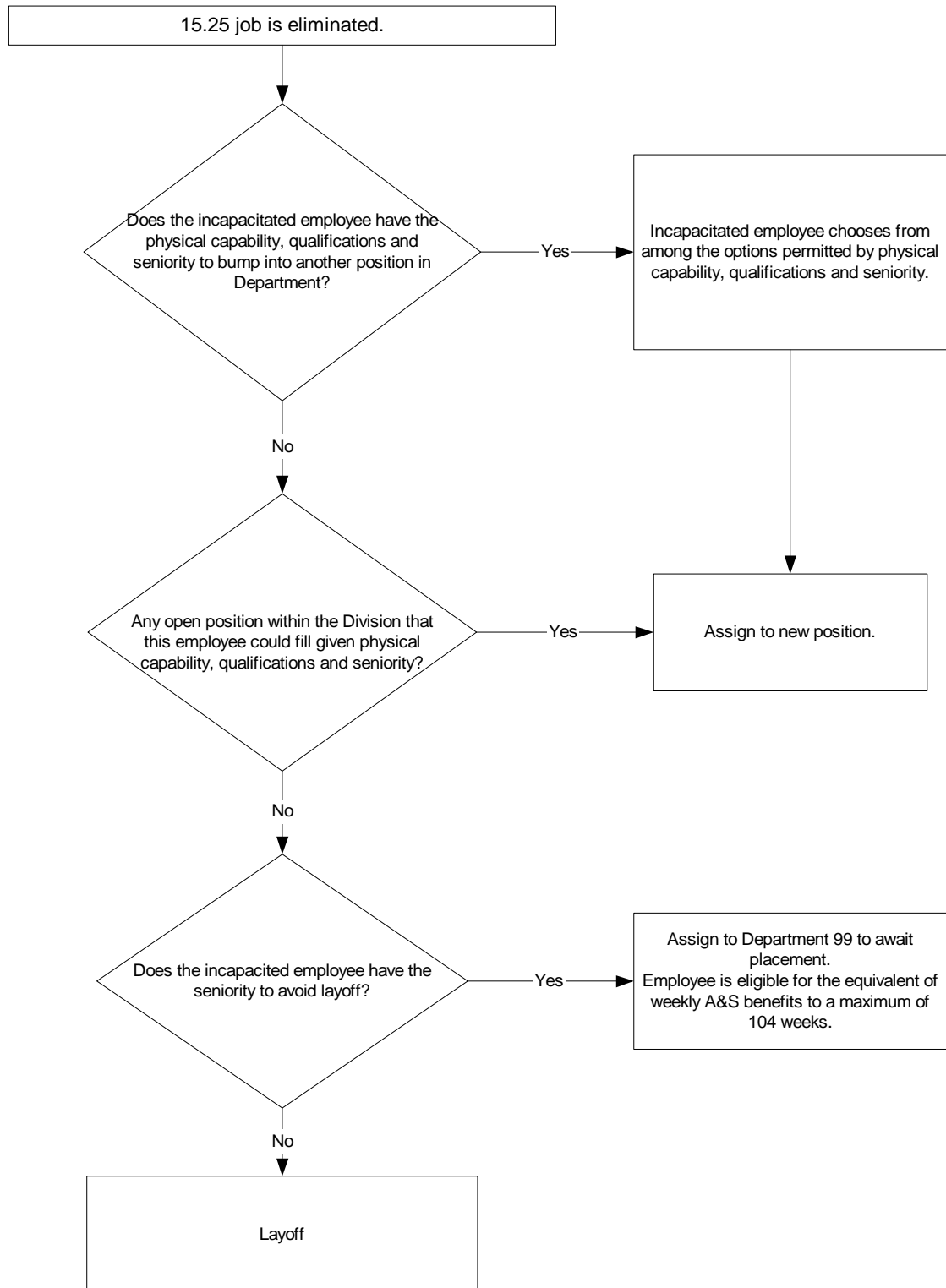
Page 1 of 3 Pages



INTERDEPARTMENTAL FORCE ADJUSTMENT

Page 2 Of 3 pages

This chart is intended to cover a situation where the job held by an incapacitated employee is eliminated

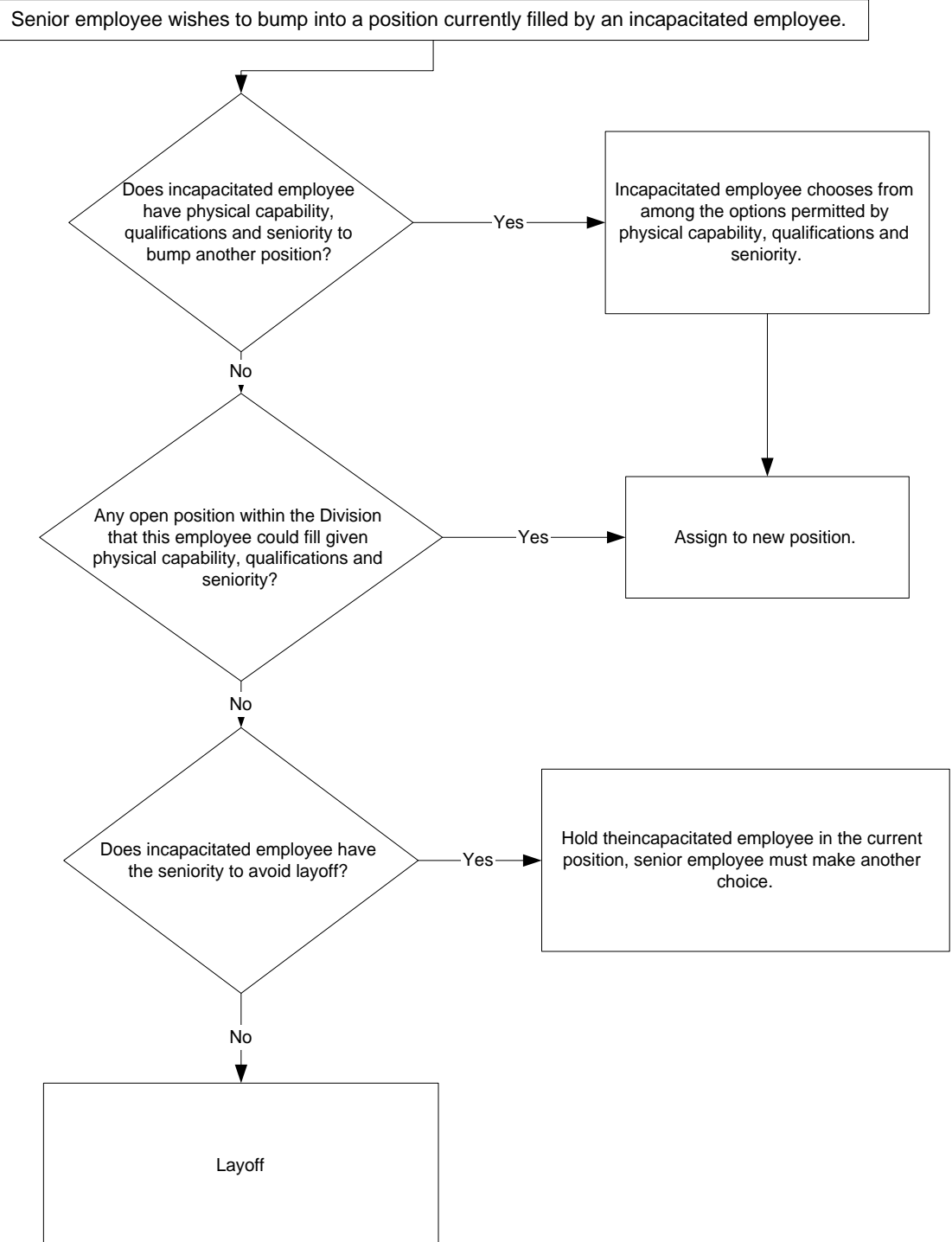


INTRADEPARTMENTAL FORCE ADJUSTMENT

Page 3 of 3 pages

Situation: Department force adjustment will lead to either of:

- a) Re-sizing of classification (no change in Department size).
- b) Downsizing of Department, resulting in forced transfers and potentially to Division layoffs.



September 16, 2008

United Steelworkers
Local 6166
19 Elizabeth Dr.
Thompson, MB
R8N 1S7

Dear Sir:

We confirm the agreement reached during negotiations respecting the development of Safety Policies, Programs and Standard Procedure Instructions (SPI) pursuant to Clause 28.04 of the Collective Bargaining Agreement.

The attached flow chart outlines the process to be followed with respect to the development of Safety Policies, Programs and SPI.

If the foregoing is satisfactory to you, we will be obliged if you will so indicate by executing the form of acceptance at the end of the attached copy of this letter and returning it to us.

Yours truly,

VALE INCO LIMITED,
MANITOBA OPERATIONS
B. Vickman

ACCEPTED this 16th day of September, 2008
UNITED STEELWORKERS,
LOCAL 6166
L. Ellsworth
R. Leslie

Safety Policies, Programs and SPI's



September 16, 2008

USW Local 6166
19 Elizabeth Dr.
Thompson, MB
R8N 1S7

Dear Sir:

We confirm the agreement reached during negotiations respecting the application of Clause 7.03 in day-to-day operations. The attached guidelines and flowchart are intended to provide clarity and guidance to Stewards and members of Management in the distribution of overtime opportunities.

This document does not alter the intent of Clause 7.03 in any manner whatsoever. Any difference arising concerning the assignment of overtime opportunities will be handled under the provisions of Article 20 of the Collective Bargaining Agreement.

Where an overtime opportunity has been improperly assigned to an employee outside of the working group, the qualified employee with the lowest opportunity hours in the working group, who was readily available shall be paid as if he had worked such opportunity and the overtime hours shall be added to his record of accumulated overtime hours.

The purpose of Clause 7.03 is to ensure that overtime is distributed in a fair and equitable manner. "As evenly as practicable" does not mean that at a particular point in time the record will be even. Over a period of time there will be a levelling off. There should not normally be large discrepancies in opportunity hours. Any discrepancy should be explainable. In the trades, continuity of a job may cause some discrepancy in the record but should not result in large variation in the record.

Yours truly,

VALE INCO LIMITED,
MANITOBA OPERATIONS
B. Vickman

ACCEPTED this 16th day of September, 2008
UNITED STEELWORKERS,
LOCAL 6166
L. Ellsworth
R. Leslie

Overtime Guidelines

1. Whenever an employee has the opportunity to work overtime in any job in which he is qualified, these opportunity hours will be recorded whether worked or refused.
2. Employees temporarily assigned to a different working group on a day-to-day basis will be considered part of their regular working group for purposes of overtime distribution. For the Mechanical and Electrical Departments "day-to-day" means 5 working days or less. In other departments "day-to-day" means that the length of the temporary assignment to a different working group is unknown or uncertain.
3. An employee on temporary assignment to a different working group on a day-to-day basis will be the first employee(s) to be considered for overtime opportunities after the regular employees in the work group refuse.
4. When it becomes necessary to go to another working group for additional overtime coverage the method of distribution shall be the same as for the original working group.
5. Overtime worked or offered to an employee outside of the regular working group will be recorded in his regular working group's records.
6. When an employee joins a new working group, he will be credited with the average number of overtime opportunity hours of the employees in the group.
7. Distribution of overtime opportunities for trades will be to the employees in the required trade line and work group.
8. When an employee returns following vacation, no adjustment will be made to his overtime opportunity hours for the vacation period.
9. Callout hours actually worked are included in overtime records. The canvassing of employees for call-outs does not follow the overtime scheduling process or guidelines.
10. Hours worked on a General Holiday which falls on a regularly scheduled working day are not recorded in the record of overtime opportunity hours. Overtime hours worked on a General Holiday are recorded in the record of overtime opportunity hours.

11. "Availability" depends on the circumstances of when the requirement for overtime is known. If the requirement is known several days in advance the crew that would be on regular days off should be first offered the work. If the requirement is known on the day it is to be worked, the opportunity should be offered to the crew that has just completed their regular shift (otherwise the situation is a call-out).
12. All temporary promotions should be made to the employees working their regular shift before offering overtime opportunity to any employee.
13. Long Term and Selective Refusals – If an employee indicates that he does not wish to be offered overtime work for a period of time or in specific occupations or jobs, he should be advised that a refusal shall be marked on his record and he will be credited with the appropriate opportunity hours as if he had been asked based on the overtime record for the working group. There would then be no need for an adjustment to his record when the employee indicates he is again ready to work overtime.
14. Employees on selective duty will be offered overtime opportunity if it is in keeping with the individual's work restrictions.

If the opportunity occurs in the employee's regular working group, a judgment must be made when the employee returns to full duty whether any adjustment is needed to keep the individual at the same relative position in overtime distribution.

If the opportunity occurs outside of the employee's regular working group the hours of opportunity will be brought back to the regular working group when the employee returns to regular duty.

15. An employee returning to their overtime working group after an absence from work of ten (10) or more working days caused by any reason other than vacation, special vacation or statutory holidays shall be returned to the same relative position they were in when they left the group.

For example, if an employee was in tenth (10th) position in a twenty (20) person working group when the employee left the group for ten (10) or more working days, the employee will be returned to that tenth (10th) position when he returns to the group. The employee will be assigned a split of the overtime hours of the person in the eleventh (11th) position and the ninth (9th) position.

If an employee is in first (1st) position (most credited overtime hours) when the employee leaves a given working group for a period of ten (10) or more working days, he will be returned to that first (1st) position upon returning to the original working group. The employee returning to the first position will be credited with the number of hours credited to the employee in the second (2nd) position on the list and with half of the difference between the number of hours credited to the employee in the second (2nd) position on the list and those credited to the employee in the third (3rd) position on the list.

If an employee is in last position on the list (least credited overtime hours) when the employee leaves a given working group for a period of ten (10) or more working days, he will be returned to that last position upon returning to the original working group. The employee returning to the last position will be credited with the number of hours credited to the employee in the second-to-last position on the list minus half of the difference between the number of hours credited to the employee in the second-to-last position on the list and those credited to the employee in the third-to-last position on the list.

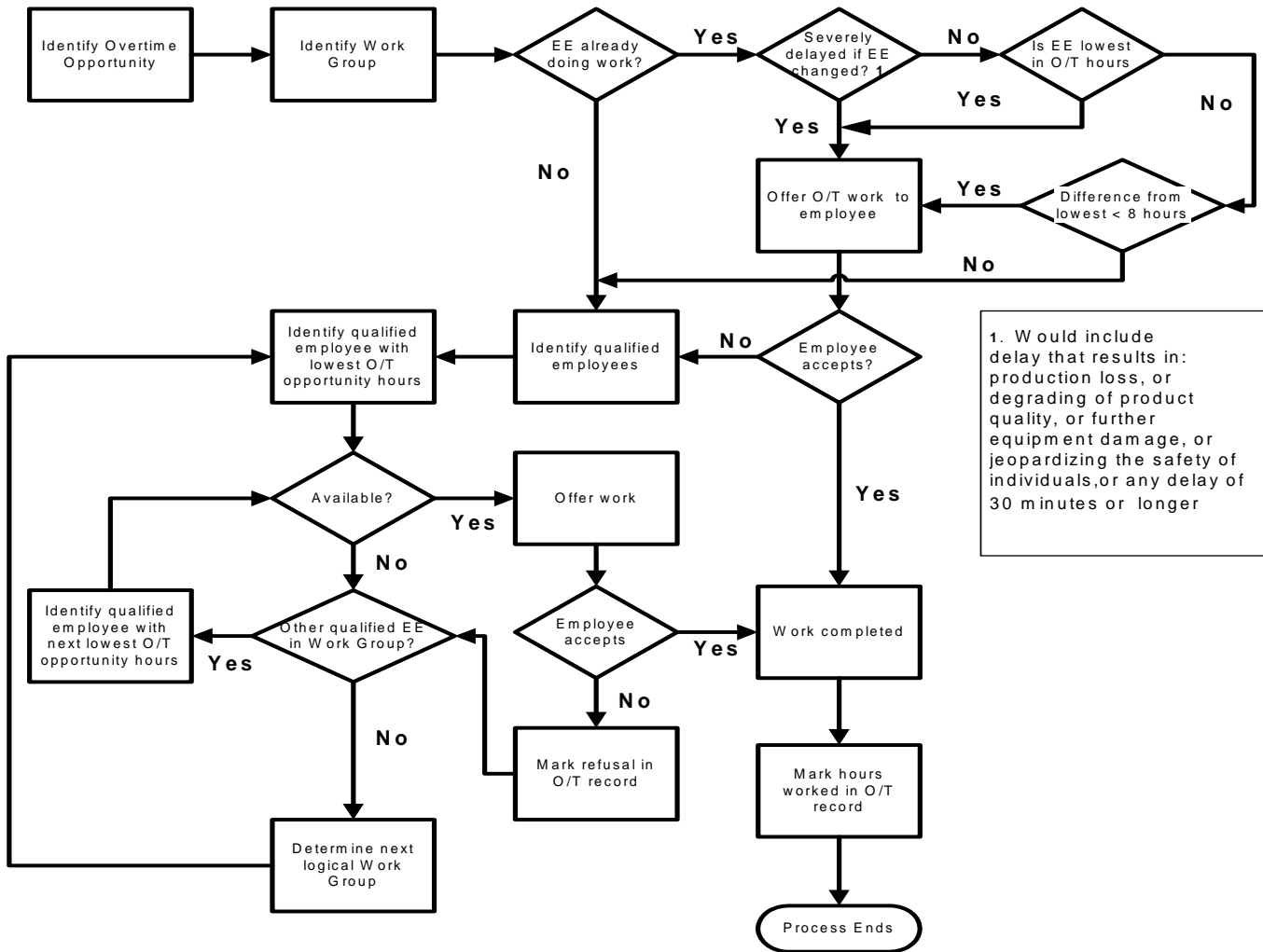
16. The record of overtime opportunity hours will reflect the following:

- Worked Overtime Hours
- Refused Overtime Opportunity

Employees on vacation or otherwise not readily available for overtime opportunity canvas are not credited with overtime opportunity hours. When an unsuccessful attempt is made to contact an employee for an overtime opportunity canvas (e.g. phone call not answered), "no contact" will be recorded for that employee.

17. Nothing in the foregoing overtime guidelines will preclude individual departments or departmental working areas from enacting specific guidelines with respect to the method or sequence with which particular working groups are canvassed for overtime opportunities. Any such arrangements will, however, require the agreement of the Supervisor of Employee Relations and the Conflict Resolution Coordinator. Any such arrangements in place as of the date of this agreement will remain unaffected by the implementation of the foregoing overtime guidelines.

OVERTIME DISTRIBUTION PROCESS



990810wdh

September 16, 2008

United Steelworkers
Local 6166
19 Elizabeth Dr.
Thompson, MB
R8N 1S7

Dear Sirs:

We confirm the agreement reached between the Company and the Union with respect to the Earnings Based Compensation Program. The Program will commence effective January 1, 2009 and will terminate September 15, 2011.

While the Company and the Union may give different emphasis to the interests of their various constituents, they share the common objective of a successful, continuing operation, functioning in an atmosphere of respect between a strong Union and a strong Company.

As both parties acknowledge that the ultimate determinant of employment security in the Manitoba Operation is the cost of production, the Company and the Union commit that they will actively pursue initiatives to address this imperative.

This is an enabling document, intended to formalize the mechanism by which the Union and employees may contribute to the on-going viability of the Manitoba Operations, share in its success and provide greater employment security, opportunity and enhanced workplace safety and health.

The Company will develop initiatives to improve the efficiency of the Manitoba Operations. Those initiatives which are of a large scale and suitable for involvement of the Union will be termed "Projects" and will be presented to the Joint Problem Solving (JPS) Committee.

The Company and the Union agree that some of these Projects will appropriately be pursued as Company initiatives only, while others will appropriately be pursued as joint Company and Union initiatives.

All Projects pursued as joint Company and Union initiatives will be carried out in accordance with the following principles:

1. Disclosure – Through the JPS Committee, the Union will be kept informed of the status of the Projects whether or not the Union has chosen to be directly involved.

2. Choice – The Union shall have the right to decide if it wishes to participate in a Project.
3. Commitment – Once agreement has been reached to proceed a Project will be completed without regard to other issues between the parties.
4. Participation – Projects in which the Union has elected to participate shall be overseen by a Steering Committee composed of a maximum of two (2) representatives selected by the Union and two (2) individuals selected by the Company. There will be one (1) individual selected by the Steering Committee appointed as Team Leader for any Project. The Steering Committee, on the advice of the Team Leader, shall determine the appropriate number of participants on a Project Team. The participants on the Project Team will be selected by job class and work area. The Union shall have the right to appoint employees to a Project Team from among those employees affected by the Project. Employee participation on any Project Team will be on a voluntary basis. Time lost by members of a Project Team will be paid in accordance with the provisions of Clause 19.04 of the Collective Bargaining Agreement.

One objective of the Program is to share a portion of the gains from the success of the Projects and other changes at the Manitoba Operation with hourly employees. Sharing will take place as follows:

1. An Earnings Based Compensation (EBC) payment will, if applicable, be paid to each employee as set out below.
2. In this Letter of Agreement a “quarter “ means a calendar quarter ending March 31st, June 30th, September 30th, or December 31st as the context requires.
3. The Target Return on Capital Employed (ROCE) at LME nickel price of \$3.00 per pound will be 30.8% based on the following 2001 Manitoba Operations Plan production and cost data;
 - a) Nickel deliveries of 110 million pounds
 - b) Manitoba Operation Capital Employed of \$237 million U.S.
 - c) Target pre-tax operating earnings of \$72.9 million U.S.
4. The Target ROCE at LME nickel price other than \$3.00 per pound will be calculated as follows;

Target pre-tax operating earnings at LME \$3.00 plus (or minus) the difference between the average LME nickel price for the quarter and \$3.00 multiplied by Nickel deliveries divided by Manitoba Operations Capital Employed.

Some examples are; (with result rounded to the nearest first decimal point)

$$\text{Target ROCE at LME \$3.13} = 36.8\% \\ \frac{72.9 + [(3.13 - 3.00) \times 110]}{237} \times 100$$

$$\text{Target ROCE at LME \$2.75} = 19.1\% \\ \frac{72.9 + [(2.75 - 3.00) \times 110]}{237} \times 100$$

$$\text{Target ROCE at LME \$2.50} = 7.6\% \\ \frac{72.9 + [(2.50 - 3.00) \times 110]}{237} \times 100$$

5. The ROCE will be calculated quarterly at the applicable LME nickel price based on actual pre-tax Operating Earnings and Capital Employed for the quarter and multiplied by four (4) to annualize for comparison to the Target ROCE.
6. Provided the ROCE for the quarter, annualized for comparison as described in paragraph 5, exceeds the Target ROCE, for each quarter for which the Manitoba Operations reports Net Operating Earnings greater than \$8 million U.S. each employee will receive a lump sum payment based on the following:
 - i. For every \$1 million U.S. by which Manitoba Operations Net Operating Earnings exceeds \$8 million U.S. each employee will be paid \$0.06 Canadian for each hour worked by the employee during that quarter.
 - ii. If the Manitoba Operations Net Operating Earnings in excess of \$8 million U.S. for the quarter include a fraction of \$1 million U.S. for which no lump sum is payable under subparagraph i of this paragraph 6, each employee will be paid that fraction of \$0.06 Canadian for each hour worked by the employee during that quarter.
 - iii. The EBC payment for any quarter will not be less than what the Nickel Price Bonus payment for that quarter would have otherwise been and the payment of Nickel Price Bonus will be suspended for the term of this agreement with respect to the Earnings Based Compensation Program.

7. EBC payments will be made in the first pay period following publication of the Quarterly Report of VALE Inco Limited.

If the foregoing is satisfactory to you, we will be obliged if you will so indicate by executing the form of acceptance appearing at the end of the enclosed copy of this letter and returning that copy to us.

Yours truly,

VALE INCO LIMITED,
MANITOBA OPERATIONS

B. Vickman

ACCEPTED this 16th day of September, 2008

UNITED STEELWORKERS,

LOCAL 6166

L. Ellsworth

R. Leslie

September 16, 2008

United Steelworkers
Local 6166
19 Elizabeth Dr.
Thompson, MB
R8N 1S7

Dear Sir:

This will confirm the agreement reached between us respecting anti-harassment training.

The Company and the Union will jointly provide anti-harassment training to all employees of the Manitoba Operations. The training will consist of a two (2) hour workshop based on material developed by the United Steelworkers and supplemented with such other materials deemed acceptable by the parties.

The Company will reimburse the cost of travel, accommodation, meals and other reasonable expenses incurred by individuals from the National Office of the United Steelworkers involved in the delivery of the train the trainer program.

Within six (6) months of the date on which the final workshop has been completed the parties will meet to evaluate the effectiveness of the training and to assess the need for further anti-harassment activity.

If the foregoing is satisfactory to you, we will be obliged if you will so indicate by executing the form of acceptance appearing at the end of the enclosed copy of this letter and returning that copy to us.

Yours truly,

VALE INCO LIMITED,
MANITOBA OPERATIONS
B. Vickman

ACCEPTED this 16th day of September, 2008
UNITED STEELWORKERS,
LOCAL 6166
L. Ellsworth
R. Leslie

September 16, 2008

United Steelworkers
Local 6166
19 Elizabeth Dr.
Thompson, MB
R8N 1S7

Dear Sir:

We confirm the agreement reached during negotiations with respect to a work refusal under The Workplace Safety and Health Act.

The parties have a common interest in developing proactive safety attitudes in the workplace, and minimizing communication errors during a work refusal. Therefore, the attached form has been developed to aid in the documentation of a work refusal. In addition, the attached flow chart outlines the process to be followed in the event of a work refusal.

If the foregoing is satisfactory to you, we will be obliged if you will so indicate by executing the form of acceptance appearing at the end of the enclosed copy of this letter and returning that copy to us.

Yours truly,

VALE INCO LIMITED,
MANITOBA OPERATIONS
B. Vickman

ACCEPTED this 16th day of September, 2008
UNITED STEELWORKERS,
LOCAL 6166
L. Ellsworth
R. Leslie

WORK REFUSAL FORM

DEPARTMENT: _____ SHIFT: _____ DATE: _____

Under the Workplace Safety & Health Act all Manitoba workers have the right to refuse work, which they believe is unsafe to themselves or their co-workers.

Step 1 A worker believes that a job is unsafe and is refusing under W210 Workplace Safety & Health Act.

What is the job and why is it unsafe?

Step 2 Under the Workplace Safety & Health Act the employer must make an immediate inspection of the area of concern. The worker will be accompanied by the Co-Chair of the Department Safety & Health Committee of his designate.

Workplace inspection conducted:

Yes: ☐ No: ☐

Step 3 Workplace Inspection Results

Satisfactory to worker who raised the initial concern?:

Yes: ☐ No: ☐

Step 4 Under W210 Section 43(4) the employer shall take necessary actions to remedy any dangerous conditions and communicate to all involved in remedying the dangerous condition of the work refusal.

Is the dangerous condition remedied?

Yes: ☐ No: ☐

How was the dangerous condition remedied and by whom?

Step 5 Under the Workplace Safety & Health Act Section 43(5) the worker may continue to refuse unsafe work.

Is the worker continuing to refuse unsafe work?

Yes: ☐ No: ☐

If yes continue to Step 6

Reason for the continued refusal:

Step 6 Under W210 Section 43(6) the employer shall not assign or require any other worker to perform the particular work unless that worker has been informed by the first worker of the workers' refusal to perform the work and the reasons thereof.

Is the equipment/environment/process safe?

Yes ☐

Has the first worker/Department Union HSE Co-Chair explained the reasons of their refusal to the assigned employee?

Yes ☐

Have you assigned another employee to do the work?

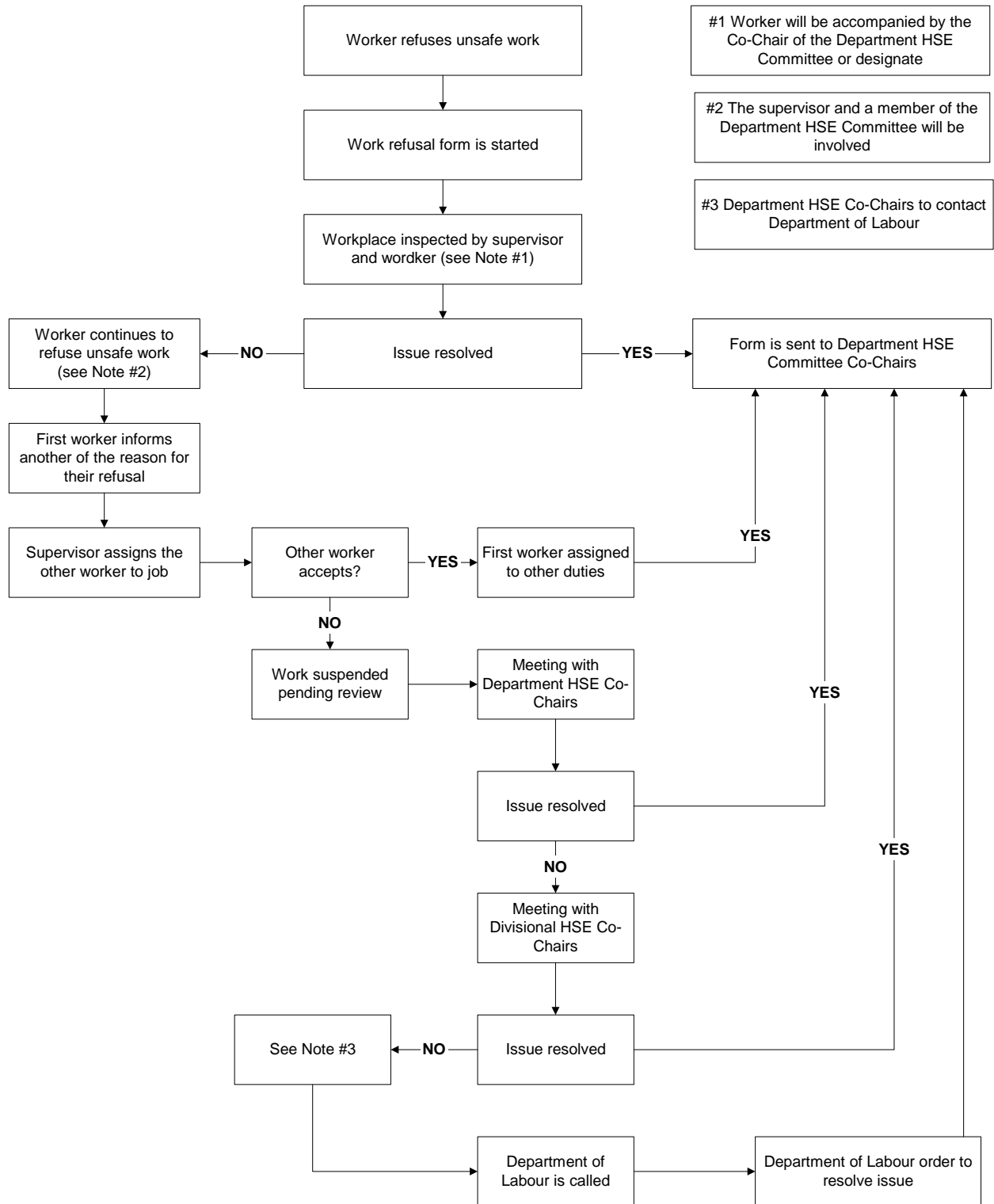
Yes ☐

Has employer assigned the first worker to other duties?

Yes ☐

EMPLOYEE # _____ NAME: _____ SUPERVISOR _____

Work Refusal Flow Chart



September 16, 2008

United Steelworkers
Local 6166
19 Elizabeth Dr.
Thompson, MB
R8N 1S7

Dear Sir:

We confirm the agreement reached during negotiations with respect to the Day of Mourning.

The Company and the Union have an earnest desire to set an example of their commitment to the issue of health and safety in the workplace. Therefore, in view of April 28 being known throughout Canada as the Day of Mourning for Persons Killed or Injured in the Workplace, employees working on that day shall be permitted to observe a moment of silence during their lunch break. Alternatively, at the request of a majority of the employees affected, the moment of silence may be observed in conjunction with a meeting at which they receive instruction from supervision at the commencement of the shift.

If the foregoing is satisfactory to you, we will be obliged if you will so indicate by executing the form of acceptance appearing at the end of the enclosed copy of this letter and returning that copy to us.

Yours truly,

VALE INCO LIMITED,
MANITOBA OPERATIONS
B. Vickman

ACCEPTED this 16th day of September, 2008
UNITED STEELWORKERS,
LOCAL 6166
L. Ellsworth
R. Leslie

September 16, 2008

United Steelworkers
Local 6166
19 Elizabeth Dr.
Thompson, MB
R8N 1S7

Dear Sir:

We confirm the agreement reached during negotiations with respect to the development of a program of Ergonomic Awareness. The Division Steering Committee, established under Clause 28.04, will coordinate the development of a training program to suit the needs in the Manitoba Operations.

Training will be delivered in two phases. The first phase will be a program, not more than eight (8) hours in length, to be delivered to members of the Departmental Environment, Health and Safety Committees. The second phase will consist of a thirty (30) minute presentation to all employees and supervision.

This program will be in place no later than one year after the Collective Bargaining Agreement is in place.

If the foregoing is satisfactory to you, we will be obliged if you will so indicate by executing the form of acceptance appearing at the end of the enclosed copy of this letter and returning that copy to us.

Yours truly,

VALE INCO LIMITED,
MANITOBA OPERATIONS
B. Vickman

ACCEPTED this 16th day of September, 2008
UNITED STEELWORKERS,
LOCAL 6166
L. Ellsworth
R. Leslie

September 16, 2008

United Steelworkers
Local 6166
19 Elizabeth Dr.
Thompson, MB
R8N 1S7

Dear Sir:

We confirm the agreement reached during negotiations respecting Clause 15.27 of the Collective Bargaining Agreement.

The joint Placement Committee will review the occupational classifications in each department with a view to identifying those occupations that have a high probability of being suitable for permanently incapacitated employees. In carrying out this review the committee will consider the physical demands of the job, the environment in which the work is performed, access to the location where the work is performed, and any tools, equipment, materials and supplies required to perform the duties of the job.

The Placement Committee will make recommendation to the joint Rehabilitation Committee on the occupational classifications they believe to be suitable for designation as a reserved job.

The Rehabilitation Committee will give careful consideration to the occupational classification(s) recommended by the Placement Committee and where it is mutually agreed include the occupation on a list of reserved jobs for the purpose of Clause 15.27.

A list of those occupations that are to be considered reserved jobs will be posted in each department.

In addition, the attached flowchart, "Filling a Reserved Job", will be used as an aid in determining the procedure for filling a reserved job. In the event of a dispute pertaining to the filling of a reserved job, the matter shall be resolved based on the wording of the applicable sections of the Collective Bargaining Agreement.

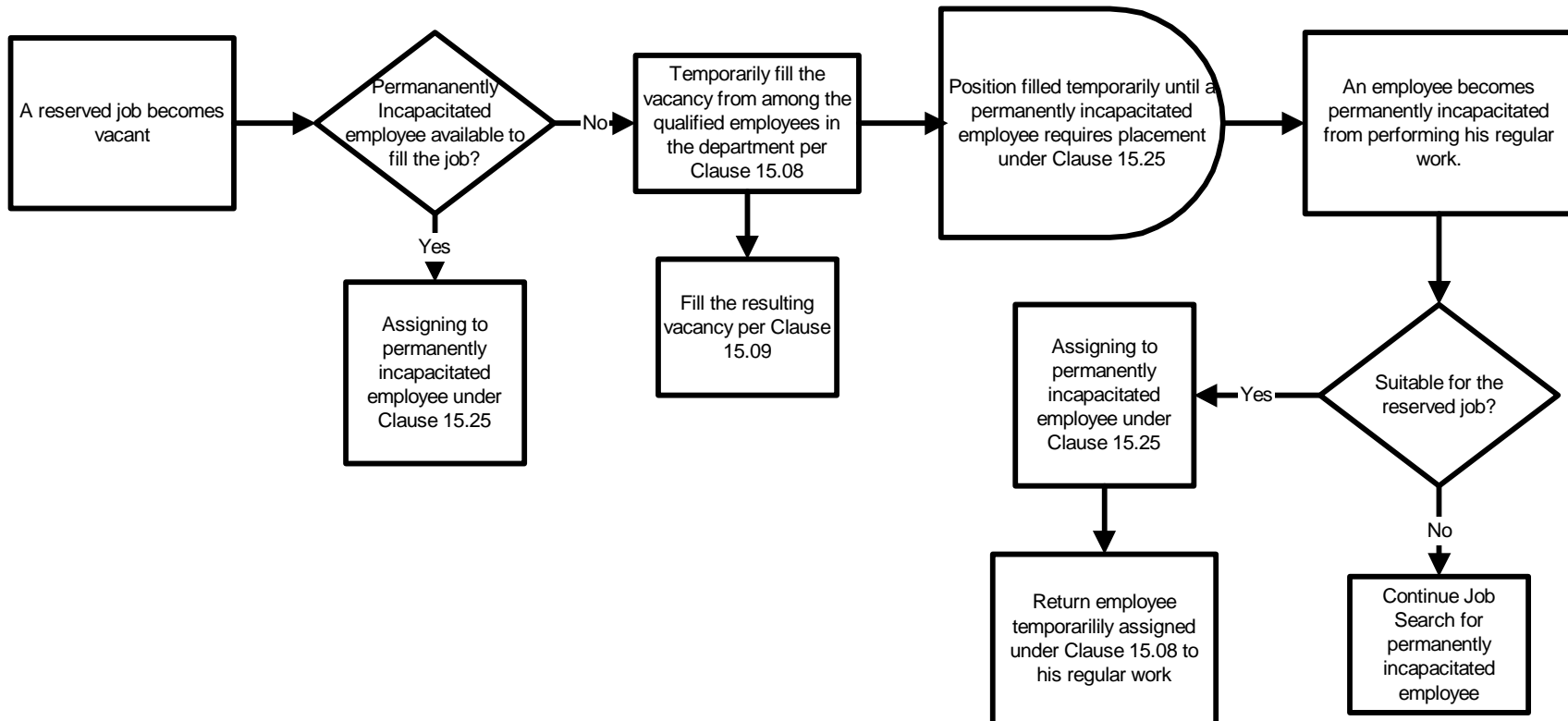
If the foregoing is satisfactory to you, we will be obliged if you will so indicate by executing the form of acceptance appearing at the end of the enclosed copy of this letter and returning that copy to us.

Yours truly,

VALE INCO LIMITED,
MANITOBA OPERATIONS
B. Vickman

ACCEPTED this 16th day of September, 2008
UNITED STEELWORKERS,
LOCAL 6166
L. Ellsworth
R. Leslie

Filling a reserved job



September 16, 2008

United Steelworkers
Local 6166
19 Elizabeth Dr.
Thompson, MB
R8N 1S7

Dear Sir:

We confirm the agreement reached during negotiations respecting Training Instructors.

During the term of the 2002 Collective Bargaining Agreement, the Company will develop the role of Training Instructor.

It is understood and agreed that the development of each role will include;

- a) a role description outlined as per the Company's Role Description System, and
- b) task assignments (CPQQRT's) that define specific tasks and expectations, and the measurement of same, and
- c) a selection process based on the Role Description and CPQQRT's, and
- d) performance reviews as per the Company's Performance Review System, and
- e) provision for removal from the role where circumstances show that the incumbent cannot meet the accountabilities of the role description and CPQQRT's.

It is further understood and agreed that the authorities of the roles will not include the authority to issue discipline under the Company's discipline programs, and reporting relationships and rates of pay will be defined based on expectations of the role. The selection process will involve posting a notice to fill the role(s), and formal assessment of the candidates' skill, abilities and competencies. The assessment will include an interview and demonstration of skills through appropriate presentations and exercises. The senior candidate meeting the minimum standard established for each of the selection criteria will be assigned to take training to fill the role, and upon successful completion of the training will be assigned to the role.

The decision of the Company to remove an employee from the role, other than where the employee requests such removal, will be subject to review under the grievance procedure. Notwithstanding the provisions of Clause 15.08A the employee will be permitted to return to his former occupational classification provided that the removal occurs within the six (6) calendar month period immediately following his assignment to the Training Instructor role.

The Company agrees that the Union will have input into the development of the role description and selection criteria and such input will be given careful consideration and substantial weight by the Company in its decision making process. A Selection Committee comprised of two (2) representatives of the Company and two (2) employees appointed by the Union will be established for the purpose of assessing the candidates for the role of Training Instructor.

The Union agrees that the establishment of the role of Training Instructor will not preclude salaried staff or other individuals from performing similar functions where such similar functions have traditionally been performed in the past by salaried staff or other individuals.

If the foregoing is satisfactory to you, we will be obliged if you will so indicate by executing the form of acceptance appearing at the end of the enclosed copy of this letter and returning that copy to us.

Yours truly,

VALE INCO LIMITED,
MANITOBA OPERATIONS
B. Vickman

ACCEPTED this 16th day of September, 2008
UNITED STEELWORKERS,
LOCAL 6166
L. Ellsworth
R. Leslie

September 16, 2008

United Steelworkers
Local 6166
19 Elizabeth Drive
Thompson, MB
R8N 1S7

Dear Sir:

We confirm the agreement reached during negotiations respecting assistance to employees in the event of layoffs resulting from a closure of a major mine or plant, or the permanent closure of the Manitoba Operations:

- A. **Preferential hiring of hourly rated employees permanently laid off at the Manitoba Operations** – (The following is subject to Vale Inco being able to make, in a manner and at a cost that is satisfactory to Vale Inco, all necessary amendments to its Collective Agreements and pension plans at its Ontario Operations.

Where there is a requirement to hire hourly rated employees at the Sudbury Operation or the Port Colborne Operation within the twenty four (24) month period immediately following a permanent lay off of employees in the Manitoba Operations and all the hiring criteria at those Ontario Operations have been complied with, preference in hiring will be given to hourly rated employees laid off at the Manitoba Operations, subject to the following conditions:

To be eligible for preferential hiring, a laid off employee must make application and satisfy all pre-employment requirements of the hiring location, which may include but will not necessarily be limited to education, skill and experience and medical requirements. Where, in the opinion of the Company, the factors described above are for all intents and purposes equal between two or more laid off employees, preference in hiring shall be given to the laid off employee with the greatest seniority.

The Company's decision regarding employment of a laid off employee shall not be subject to the review of under the grievance procedure at the hiring location.

Where a laid off employee is hired pursuant to this Letter of Agreement, service at the Manitoba Operations at the date of lay off will be credited at the hiring location for the purpose of determining the amount of vacation to which the employee is entitled. Except where the laid off employee has elected to take the commuted value of the pension, the number of Years of Employment with Pay (YEWP) at the Manitoba Operations will be credited to the pension

plan at the hiring location. The seniority of the employee so hired will be calculated based on that employee's most recent date of hire at the hiring location.

- B. Support for Laid Off Employees** – An “Employment Transition Committee” consisting with one (1) employee appointed by the Union and one (1) individual appointed by the Company will be established to expedite a process to provide employment counseling for affected employees. The committee will coordinate the delivery of all applicable government services and programs designed to affected employees, government services and programs designed to assist affected employees, in such areas as resume writing, counseling and financial management.

The Employment Transition Committee will make recommendations to the Joint Problem Solving Committee. Such recommendations may include, but would not be limited to matters of:

- Consultation with employees and their spouses
- Consultation with USW District 3 Representatives
- Consultation with USW International Representatives
- Consultation with municipal, provincial and federal governments
- Relocation Assistance
- Enhanced Severance Packages
- Recall Rights
- Pension Transfer
- Benefit Protection Plan
- Alternative job creation
- Developing alternative and secondary industries

Meetings of the Employment Transition Committee will be held as often as required at mutually agreeable times. The provisions of Clause 19.04 with respect to payment of time lost shall apply to the Union representative on the Committee.

If the foregoing is satisfactory to you, we will be obliged if you will so indicate by executing the form of acceptance appearing at the end of the enclosed copy of this letter and returning that copy to us.

Yours truly,

VALE INCO LIMITED
MANITOBA OPERATIONS
B. VICKMAN

ACCEPTED this 16th day of September, 2008
UNITED STEELWORKERS,
LOCAL 6166
L.R. Ellsworth
R. Leslie

September 16, 2008

United Steelworkers
Local 6166
19 Elizabeth Dr.
Thompson, MB
R8N 1S7

Dear Sir:

We confirm the agreement reached during negotiations respecting Clause 5.02 of the Collective Bargaining Agreement.

The Company will advise the organizations through which coverage is provided under the health benefit and group life insurance plans of our expectation that employees in a same-sex relationship will be afforded equality of treatment under such plans to the full extent required by law.

If the foregoing is satisfactory to you, we will be obliged if you will so indicate by executing the form of acceptance at the end of the attached copy of this letter and returning it to us.

Yours truly,

VALE INCO LIMITED,
MANITOBA OPERATIONS
B. Vickman

ACCEPTED this 16th day of September, 2008
UNITED STEELWORKERS,
LOCAL 6166
L. Ellsworth
R. Leslie

September 16, 2008

United Steelworkers
Local 6166
19 Elizabeth Dr.
Thompson, MB
R8N 1S7

Dear Sir:

We confirm the agreement reached during negotiations respecting graduated return to work for employees receiving weekly indemnity benefits under the Accident and Sickness Plan.

During the first year of the new Collective Bargaining Agreement the parties will meet to discuss a method for providing coverage under the Accident and Sickness Plan for employees who are able to return to work on a graduated basis under a "work hardening" program developed in conjunction with the recommendations of a medical doctor.

It is expected that the graduated return to work will promote an earlier return to full duties. It is understood that the total length of coverage under the Plan will not be extended as a result of the graduated return to work.

If the foregoing is satisfactory to you, we will be obliged if you will so indicate by executing the form of acceptance at the end of the attached copy of this letter and returning it to us.

Yours truly,

VALE INCO LIMITED,
MANITOBA OPERATIONS
B. Vickman

ACCEPTED this 16th day of September, 2008
UNITED STEELWORKERS,
LOCAL 6166
L. Ellsworth
R. Leslie

September 16, 2008

United Steelworkers of America
Local 6166
19 Elizabeth Drive
Thompson, MB
R8N 1S7

Dear Sir;

This letter of agreement and the attached flowchart will serve to confirm the agreement reached between us with respect to the functioning of the Contracting Out Committee and the Overflow Work Process.

During the first six (6) months of the term of this agreement, the Contracting Out Committee Co-Chairs will cooperate to enhance the effectiveness of the Overflow Work Process. The Co-Chairs of the Contracting Out Committee will report on the progress achieved in enhancing the effectiveness of the Overflow Work Process at a date no later than March 15, 2009. Such report will be submitted to the members of the Executive Steering Committee.

Several opportunities for the enhancement of the Overflow Work Process were discussed during negotiations. These opportunities may include but will not necessarily be limited to "contract creep" and the development of business cases for the performance of non-traditional work. Such business cases may be used in the future as outlined in point (f) below.

To support this commitment, the parties have agreed to the following:

- A. Access To Information: Members of the Contracting Out Committee require data and relevant information to facilitate their work. This includes a general knowledge of systems and key process elements related to contracting out. As such, they will be provided access to the following:
 - I. Contract, tendering, purchasing and accounting processes; and,
 - II. relevant information broken down by class of expense, general ledger, project number, standing work order, repair and returns, standing contracts, and monthly Departmental status reports.
- B. Facilities and Equipment: The Company shall endeavour to ensure that the appointed Contracting Out Committee Area Representatives are provided access to a working area and computer terminal. In the event that such arrangement cannot be readily provided, it is understood that the office of the Worker Safety Representative shall be made available.
- C. Training: Members of the Contracting Out Committee shall be provided training as may be required on related systems (CORVU, EXCEL, Ellipse) as well as an overview on our Manitoba Operations Accounting structure and contract administration process.

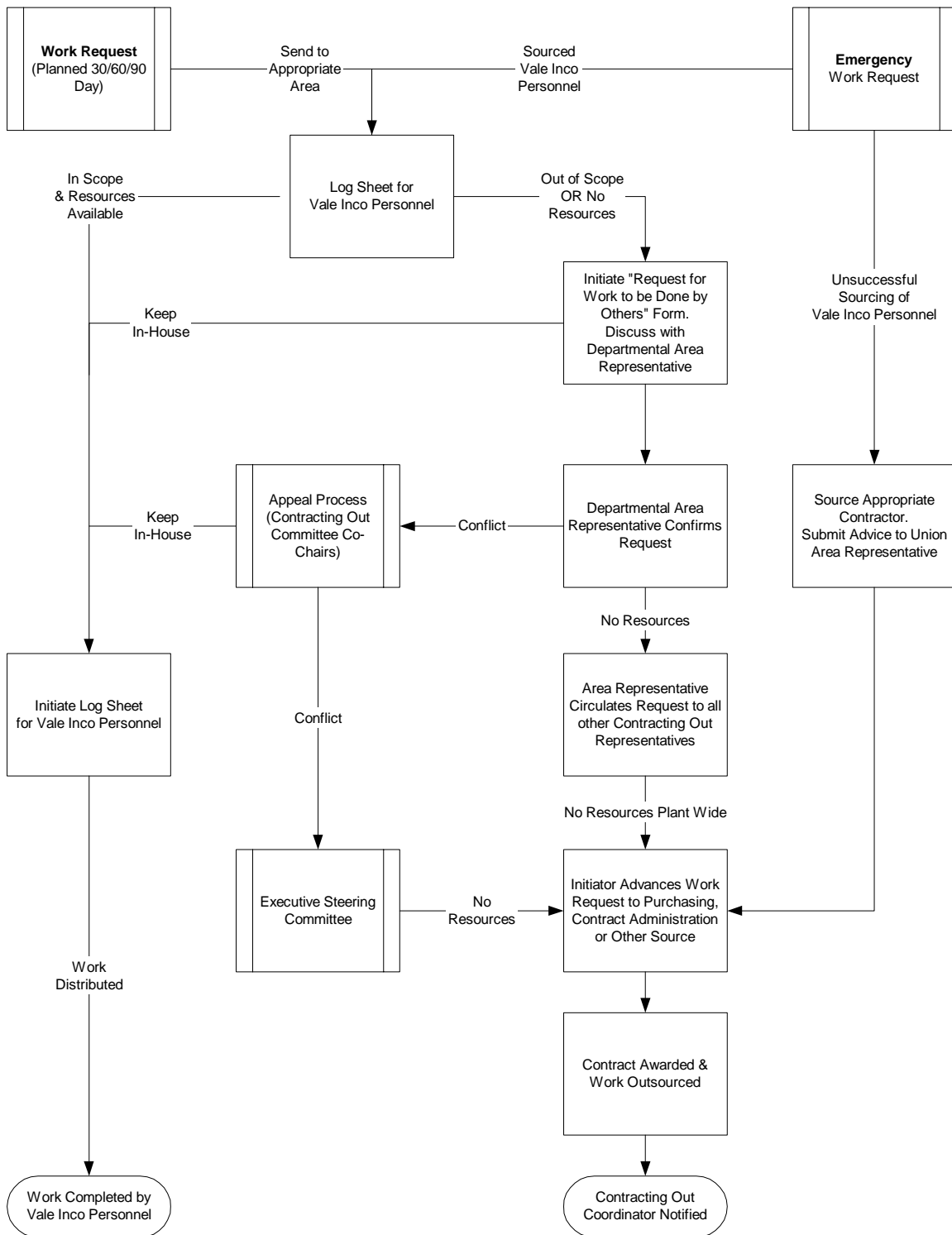
- D. Resourcing for Success: Contracting Out Committee Area Representatives shall be granted up to two (2) shifts per month to support our joint commitment to reduce contracting out. This two (2) shifts per month maximum will include time off to attend monthly Contracting Out Committee meetings. In the event of a dispute with respect to the use of these shifts, the matter shall be referred to the Co-Chairs of the Contracting Out Committee for resolution. On a trial basis for the term of this Collective Bargaining Agreement, a full-time Union Co-Chair position will be created, with duties and accountabilities as outlined in Role Profile - Appendix K. This paragraph d) will be subject to quarterly review by the Executive Steering Committee.
- E. The Union and Company Co-Chairs of the Contracting Out Committee will report out on a quarterly basis to the Executive Steering Committee. Such reports will inform the Executive Steering Committee of the significant achievements of and challenges faced by the Contracting Out Committee.
- F. Scope and Accountabilities: It is agreed that in order to achieve the common objectives of reducing contracting out and costs an examination of contracting out beyond the limitations of Clause 3.03 of the Collective Bargaining Agreement may be appropriate. The Contracting Out Committee will examine such contracting out opportunities and make recommendations to the Executive Steering Committee as appropriate, based on these common objectives. The Company will apply careful consideration and substantial weight to any such recommendations.

Yours truly,

VALE INCO LIMITED,
MANITOBA OPERATIONS
B. Vickman

ACCEPTED this 16th day of September, 2008
UNITED STEELWORKERS,
LOCAL 6166
L. Ellsworth
R. Leslie

Overflow Work Process Flowchart



September 16, 2008

United Steelworkers
Local 6166
19 Elizabeth Drive
Thompson, MB
R8N 1S7

Dear Sir:

This will confirm the understanding reached between us respecting the practice of rest breaks.

The Company acknowledges that such breaks, which generally include one (1) such break prior to and after the scheduled lunch period, have been a long established practice across the Thompson operations.

The Company has no intention of discontinuing said practice.

If the foregoing is satisfactory to you, we will be obliged if you will so indicate by executing the form of acceptance at the end of the attached copy of this letter and returning it to us.

Yours truly,

VALE INCO LIMITED,
MANITOBA OPERATIONS
B. Vickman

ACCEPTED this 16th day of September, 2008
UNITED STEELWORKERS,
LOCAL 6166
L. Ellsworth
R. Leslie

September 16, 2008

United Steelworkers
Local 6166
19 Elizabeth Drive
Thompson, MB
R8N 1S7

Dear Sir:

This letter will serve to confirm the agreement reached at negotiations with respect to the establishment of a Construction Crew within the Manitoba Operations. The Company and Union agree that the Construction Crew will be established with the following objectives:

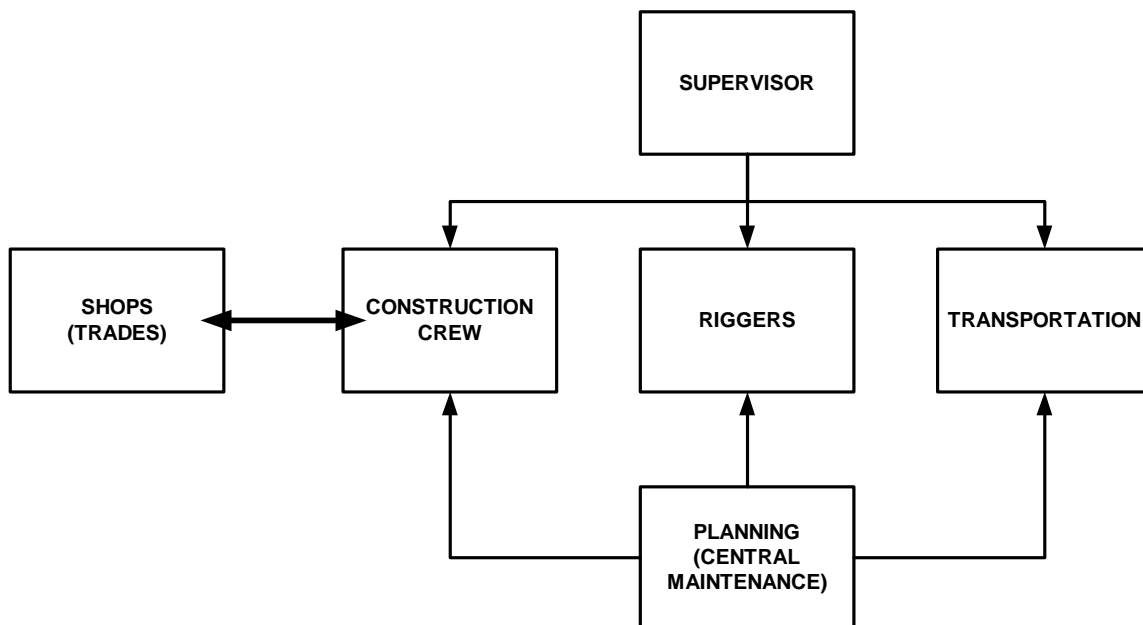
- To capture some elements of miscellaneous “construction” work presently being performed by contractors; and,
- To do so in a manner that reduces the cost associated with performing this work.

The Company and Union agree to the following commitments with respect to the establishment of the Construction Crew:

- The Construction Crew will be established within six (6) months of the ratification of the 2008 collective bargaining agreement;
- The Construction Crew will initially take the form of a stand alone working group within the Central Shops working area of the Surface and Miscellaneous Department;
- Positions on the Construction Crew within the Central Shops working area of the Surface and Miscellaneous Department will be posted according to Article 15 of the Collective Agreement;
- The Request Transfer system will continue to govern operations employee movement into the Central Shops working area, as has been the past practice;
- The Construction Crew will consist of up to eight (8) employees possessing a range of skills including labour and trades. This skill mix will be determined by the work taken on by the Construction Crew. Trades support required for work initially taken on by the Construction Crew will be drawn from within the Central Shops working area. Further resourcing

of the Construction Crew will be guided by the two evaluation processes identified below;

- During the first six (6) months following ratification of the 2008 Collective Bargaining Agreement, a subcommittee of the Joint Contracting Out Committee will be struck to evaluate the type, scope and volume of work which may be taken on by the Construction Crew upon its implementation. By way of example, this body of work may include but will not necessarily be limited to portions of the asbestos abatement, concrete or miscellaneous demolition work being performed throughout the Manitoba Operations;
- In January of each year during the term of the 2008 Collective Agreement, a subcommittee of the Joint Contracting Out Committee will perform a review of the work performed by the Construction Crew over the past year and work planned within the Manitoba Operations for the coming year which might otherwise be outsourced. This review will be executed for the purpose of determining the appropriateness of increasing or decreasing the size of the Construction Crew workforce. Business cases for the performance of said work, required completion schedules, the availability of skilled labour and the requirements and efficiency of operations will guide this annual evaluation;
- Subject to the ongoing evaluation of work to be taken on by the Construction Crew, the following diagram illustrates the manner in which the Company intends to initially resource the Supervision, Planning and Trades needs of the Construction Crew:



- Nothing in the foregoing commitments will be construed as limiting the Company's rights under Article 2 of the Collective Agreement.

If the foregoing is satisfactory to you, we will be obliged if you will so indicate by executing the form of acceptance at the end of the attached copy of this letter and returning it to us.

Yours truly,

VALE INCO LIMITED,
MANITOBA OPERATIONS
B. Vickman

ACCEPTED this 16th day of September, 2008
UNITED STEELWORKERS,
LOCAL 6166
L. Ellsworth
R. Leslie

September 16, 2008

United Steelworkers
Local 6166
19 Elizabeth Drive
Thompson, MB
R8N 1S7

Dear Sir:

We confirm the agreement reached between the Company and the Union with respect to the Term Labour Pool (the "TLP").

The Company and the Union share the common objective of a successful, continuing operation and are committed to contributing to the on-going viability of the Manitoba Operation by improving efficiencies, creating greater flexibility and reducing costs in order to enhance capital investment opportunities and provide greater employment security.

In order to fulfill this commitment, a TLP will be created and utilized to meet short-term workforce requirements as set forth below. The TLP will not be used to fill permanent full-time vacancies in the bargaining unit.

1. The TLP shall be managed and administered by the Company and the individuals in the TLP shall be selected by the Company.
2. Issues in dispute that cannot be resolved by the Contracting Out committee, will be referred to the Executive Steering committee.
3. The TLP shall be comprised of not more than fifty (50) individuals at any one time, unless otherwise agreed to by the Company and the Union, including bargaining unit retirees and other individuals as agreed to by the Company and the Union.
4. In order to be considered by the Company for the TLP, individuals shall be required to satisfy all Company hiring requirements, including medical requirements.
5. The Company may assign individuals in the TLP to perform work which would otherwise be performed by a contractor or which is typically performed by bargaining unit employees in the trades, surface and mines operations. No such assignment shall be for less than one (1) consecutive week or more than six (6) consecutive months at a time, unless otherwise agreed to by the Company and the Union.

6. Individuals in the TLP shall be paid the wage rate set forth in the applicable table in Schedule "B" of the Collective Bargaining Agreement and any entitlement to annual vacations and general holidays shall be as prescribed by *The Employment Standards Code* (Manitoba).
7. Individuals in the TLP shall not be covered by the Collective Bargaining Agreement and shall not be entitled to any rights or benefits provided under the Collective Bargaining Agreement, including, without limitation, Years of Employment with Pay for pension purposes, mines incentive, profit sharing and the right to have recourse to the grievance and arbitration procedures contained in the Collective Bargaining Agreement.
8. Individuals in the TLP shall only be offered daily or weekly overtime with the mutual agreement of the Company and the Union.
9. Every month, the Company shall remit to the Financial Secretary of the Union one point three percent (1.3%) of the gross wages paid by the Company to individuals in the TLP in the previous month.
10. Thirty (30) days after the commencement of the TLP, the Company and the Union shall jointly undertake a comprehensive review of the TLP and may agree to make adjustments or improvements to the TLP as a result of this review.
11. The utilization of the TLP shall commence on a date to be agreed upon by the Company and the Union and shall continue for a period of twelve (12) months, unless the Company and the Union agree to terminate this Agreement at an earlier date. Should either party wish to terminate this Agreement upon the expiry of the initial twelve (12) month period and any subsequent twelve (12) month period agreed to by the Company and the Union, that party shall provide thirty (30) days' written notice to the other party. If no such notice is provided, this Agreement shall automatically be renewed for a further period of twelve (12) months.

If the foregoing is satisfactory to you, we will be obliged if you will so indicate by executing the form of acceptance at the end of the attached copy of this letter and returning it to us.

Yours truly,

VALE INCO LIMITED,
MANITOBA OPERATIONS
B. Vickman

ACCEPTED this 16th day of September, 2008
UNITED STEELWORKERS,
LOCAL 6166
L. Ellsworth
R. Leslie

September 16, 2008

United Steelworkers
Local 6166
19 Elizabeth Drive
Thompson, MB
R8N 1S7

Dear Sir:

We confirm the agreement reached during negotiations respecting the Company's desire to support the participation of our Manitoba Operations employees in the annual National King Miner Contest.

The Company while ensuring efficiency of operation is maintained shall attempt, where practicable, to release those Manitoba Operations employees whose work schedules conflict with their participation in the contest events.

Employees who wish to participate in the contest will have the option of working a shift in lieu of a scheduled shift prior to the competition, or arranging coverage for this shift from banked RDO Stat, Regular Vacation or Special Vacation.

Whereby an employee elects to work a shift in lieu of, the time worked on that shift will be paid at straight time.

If the foregoing is satisfactory to you, we will be obliged if you will so indicate by executing the form of acceptance at the end of the attached copy of this letter and returning it to us.

Yours truly,

VALE INCO LIMITED,
MANITOBA OPERATIONS
B. Vickman

ACCEPTED this 16th day of September, 2008
UNITED STEELWORKERS,
LOCAL 6166
L. Ellsworth
R. Leslie

September 16, 2008

United Steelworkers
Local 6166
19 Elizabeth Dr.
Thompson, MB
R8N 1S7

Dear Sir:

We confirm our agreement to facilitate the collection of information pertaining to the creation of a Senior Years Apprenticeship Program.

The Company and the Union will jointly investigate opportunities to partner with the School District of Mystery Lake and/or other such interested parties, on terms and conditions to be discussed and mutually agreed upon between the Company, the Union and the partner(s). These opportunities will provide work experience for individuals through programs such as the Senior Years Apprenticeship Programs and the Community Partners Programs (Example: Nelson House Training Authorities).

The creation of a Senior Years Apprenticeship Program will not affect the ability of Inco employees to participate in an internal apprenticeship program.

Participation in either the Senior Years Apprenticeship Program or Community Partner Programs is conditional upon the continued participation by the company in our own internal apprenticeship program.

While the Company may give preference in hiring to those individuals who successfully complete a Senior Years Apprenticeship Program as part of their course of study, it is understood that the Company is in no way obliged to employ any individual who participates in the Senior Years Apprenticeship Program.

If the foregoing is satisfactory to you, we will be obliged if you will so indicate by executing the form of acceptance appearing at the end of the enclosed copy of this letter and returning that copy to us.

Yours truly,

VALE INCO LIMITED,
MANITOBA OPERATIONS
B. Vickman

ACCEPTED this 16th day of September, 2008
UNITED STEELWORKERS,
LOCAL 6166
L. Ellsworth
R. Leslie

September 16, 2008

United Steelworkers of America
Local 6166
19 Elizabeth Drive
Thompson, MB
R8N 1S7

Dear Sir:

We confirm the agreement reached between us concerning advanced notification of retirement, which is designed to support our common objectives of filling vacancies in a timely manner and reducing costs.

Employees who, after September 15, 2008, provide nine (9) months' written notice to the Company of their last day of actual work prior to retirement ("Notice of Retirement") will receive fifty dollars (\$50.00) for each completed Year of Employment With Pay as at their date of retirement, less required deductions.

The provision of Notice of Retirement is voluntary and those employees who provide Notice of Retirement may thereafter revoke it by providing written notice to the Company prior to the effective date of their retirement. Employees who revoke their Notice of Retirement will not be entitled to a payment pursuant to this Agreement unless they thereafter provide a new Notice of Retirement.

Either the Company or the Union may terminate this Agreement by providing thirty (30) days' written notice to the other party. Those employees who, before the termination of this Agreement, provided Notice of Retirement will receive fifty dollars (\$50.00) for each completed Year of Employment With Pay as at their date of retirement, less required deductions, notwithstanding the termination of this Agreement.

If the foregoing is satisfactory to you, we will be obliged if you will so indicate by executing the form of acceptance at the end of the attached copy of this letter and returning it to us.

Yours truly,
VALE INCO LIMITED,
MANITOBA OPERATIONS
B. Vickman

ACCEPTED this 16th day of September, 2008
UNITED STEELWORKERS,
LOCAL 6166
L. Ellsworth
R. Leslie

September 16, 2008

United Steelworkers
Local 6166
19 Elizabeth Drive
Thompson, Manitoba
R8N 1S7

Dear Sirs:

This will confirm the agreement reached between the parties to establish a Joint Occupational Health Study Program for the Manitoba Operation.

The Divisional Co-Chairs of the Environment, Health and Safety Committee, the Health and Environment Worker Representative, the Superintendent of Environment, Health and Occupational Medicine and the Chief Medical Officer for VALE Inco Limited shall meet for the purposes of identifying potential occupational health issues for study and establishing guidelines with respect to such studies.

The Company shall pay the cost of all necessary external resources associated with any such occupational health studies up to a maximum amount of fifty thousand dollars (\$50,000.00) in each year for the next three (3) years. If less than fifty thousand dollars (\$50,000.00) is spent on necessary external resources in the first or second of the next three years, the difference between the maximum amount of fifty thousand dollars (\$50,000.00) and the amount spent in the year shall be available to pay for such expenses in the immediately following year. For the purpose of this agreement, a year shall commence on September 16 and end on September 15.

If the foregoing is satisfactory to you, we will be obliged if you will so indicate by executing the form of acceptance at the end of the attached copy of this letter and returning it to us.

Yours truly,

VALE INCO LIMITED,
MANITOBA OPERATIONS
B. Vickman

ACCEPTED this 16th day of September, 2008
UNITED STEELWORKERS,
LOCAL 6166
L. Ellsworth
R. Leslie

September 16, 2008

United Steelworkers
Local 6166
19 Elizabeth Drive
Thompson, MB
R8N 1S7

Dear Sir:

We confirm the agreement reached between us during negotiations regarding mines development work related to the Capital Appropriation Request (CAR) 602 - Thompson Mine 1D Lower Project ("CAR 602").

It is understood that CAR 602 will constitute a major capital project and the work involved in this type of project has been consistently performed by contractors in the past. Nonetheless, the Company agrees to provide to employees the opportunity to compete for work associated with CAR 602. It is further understood that some specialized work, including, but not limited to, Alimak raise drilling and ore pass widening, will not form part of this opportunity.

Phase One of CAR 602 is scheduled to begin in May 2006. Phase One has crucial project deadlines and targets that must be met in order to ensure that the required overall production levels of the Manitoba Operations can be maintained. To that end, the parties agree to work together to discuss the production, cost and safety targets which must be met by employees in order for them to receive the opportunity to be assigned by the Company to work associated with CAR 602. During this process, the results achieved by the 376 Stope 'pilot project', which was successful in utilizing employees while delivering results ahead of schedule, above plan and below cost, will serve as a model to guide the parties.

If the involvement of employees in Phase One of CAR 602 proves successful, this will present further potential opportunities for employees to successfully compete for and perform additional mines development work associated with CAR 602. In that regard, CAR 602 is expected to involve five phases. If further ore reserves are subsequently discovered in the 1D Lower area of Thompson Mine and suitable business case

opportunities are identified, the future potential for employees to perform this type of work could be significant.

If the foregoing is satisfactory to you, we will be obliged if you will so indicate by executing the form of acceptance at the end of the attached copy of this letter and returning it to us.

Yours truly,

VALE INCO LIMITED,
MANITOBA OPERATIONS
B. Vickman

ACCEPTED this 16th day of September, 2008
UNITED STEELWORKERS,
LOCAL 6166
L. Ellsworth
R. Leslie

September 16, 2008

United Steelworkers
Local 6166
19 Elizabeth Drive
Thompson, Manitoba
R8N 1S7

Dear Sirs:

We confirm the agreement reached during negotiations that an employee who is laid off due to lack of work for thirty (30) days or less shall continue to be entitled to the insurance benefits referred to in Clause 31.01 of the Collective Bargaining Agreement for the period of the lay off.

If the foregoing is satisfactory to you, we will be obliged if you will so indicate by executing the form of acceptance at the end of the attached copy of this letter and returning it to us.

Yours truly,

VALE INCO LIMITED,
MANITOBA OPERATIONS
B. Vickman

ACCEPTED this 16th day of September, 2008
UNITED STEELWORKERS,
LOCAL 6166
L. Ellsworth
R. Leslie

September 16, 2008

United Steelworkers
Local 6166
19 Elizabeth Drive
Thompson, Manitoba
R8N 1S7

Dear Sirs:

This will confirm the agreement between us respecting the commitment by the Company to observe all obligations as prescribed under the *Manitoba Employment Standards Act, Section 59.3- 'Family Leave'*.

If the foregoing is satisfactory to you, we will be obliged if you will so indicate by executing the form of acceptance appearing at the end of the enclosed copy of this letter and returning that copy to us.

If the foregoing is satisfactory to you, we will be obliged if you will so indicate by executing the form of acceptance at the end of the attached copy of this letter and returning it to us.

Yours truly,

VALE INCO LIMITED,
MANITOBA OPERATIONS
B. Vickman

ACCEPTED this 16th day of September, 2008
UNITED STEELWORKERS,
LOCAL 6166
L.R. Ellsworth
R. Leslie

September 16, 2008

United Steelworkers
Local 6166
19 Elizabeth Dr.
Thompson, MB
R8N 1S7

Dear Sirs:

This letter will serve to confirm the following agreements reached during negotiations with respect to Training:

- It is the Company's intent to not have employees in the classification of Hourly Training Instructor perform contractor orientations beyond July 31, 2009;
- It is the Company's intent to complete implementation of the structured on-the-job training system in the Mill, Smelter and Refinery by December 31, 2009;
- It is the Company's intent to implement an enhanced Mine Leader training program by July 31, 2009. The training package developed by the Company will be reviewed with the Union prior to it being implemented.

If the foregoing is satisfactory to you, we will be obliged if you will so indicate by executing the form of acceptance at the end of the attached copy of this letter and returning it to us.

Yours truly,

VALE INCO LIMITED,
MANITOBA OPERATIONS
B. Vickman

ACCEPTED this 16th day of September, 2008
UNITED STEELWORKERS,
LOCAL 6166
L. Ellsworth
R. Leslie

September 16, 2008

United Steelworkers
Local 6166
19 Elizabeth Drive
Thompson, MB
R8N 1S7

Dear Sir:

Vale Inco Limited (the Company) and USW Local 6166 (the Union) share a commitment to expand upon the Company's existing apprenticeship program. This letter summarizes the understanding that our two parties have reached regarding the Company's participation in the Senior Years Apprenticeship Option (SYAO) program.

To be certain this letter accurately reflects our understanding, please review the items one (1) through seven (7) listed and indicate your understanding and agreement by signing on the signature line below.

1. SYAO will attempt to generate interest in the trades at an earlier age;
2. The program will create an opportunity for local young people to start a trades apprenticeship while still in high school;
3. The program will allow students to acquire elective credits toward their graduation and cumulative hours towards their apprenticeship through part-time, on-the-job training.
4. To participate, the student must have completed high school Senior 2 and be enrolled in an approved Manitoba Senior 3 or Senior 4 program. The student apprentice will be limited to a maximum of twenty (20) hours of work per week and must maintain acceptable grades as defined by the high school in all courses in which they are enrolled. The duration of employment will be 110 hours for each school credit with multiple credit hours available up to a maximum of eight (8) credit hours over a two-year period.
5. Through the already established Joint Trades Committee, the Company and Union will evaluate the appropriateness of each SYAO placement prior to being advertised with the local high school.
6. Student Apprentices will not be deemed as an "employee" under the Collective Bargaining Agreement (CBA). As such, the terms and conditions of the C.B.A. will not be applicable.

7. The exception being that Student Apprentices will follow Schedule "C" of the C.B.A. for their hourly rate of pay.

Either party may terminate the program described in the paragraphs above by providing to the other party thirty (30) days' written notice.

If the foregoing is satisfactory to you, we will be obliged if you will so indicate by executing the form of acceptance appearing at the end of the enclosed copy of this letter and returning that copy to us.

Yours truly,

VALE INCO LIMITED,
MANITOBA OPERATIONS
B. Vickman

ACCEPTED this 16th day of September, 2008
UNITED STEELWORKERS,
LOCAL 6166
L.R. Ellsworth
R. Leslie

September 16, 2008

United Steelworkers
Local 6166
19 Elizabeth Dr.
Thompson, MB
R8N 1S7

Dear Sir:

We confirm the agreement reached during negotiations respecting the application of Clause 15.06. The attached flowchart is intended to provide clarity with respect to the Request Transfer System.

This document does not alter the intent of Clause 15.06 in any manner whatsoever. Any difference arising out of the interpretation of Clause 15.06 will be handled under the provisions of Article 20 of the Collective Bargaining Agreement.

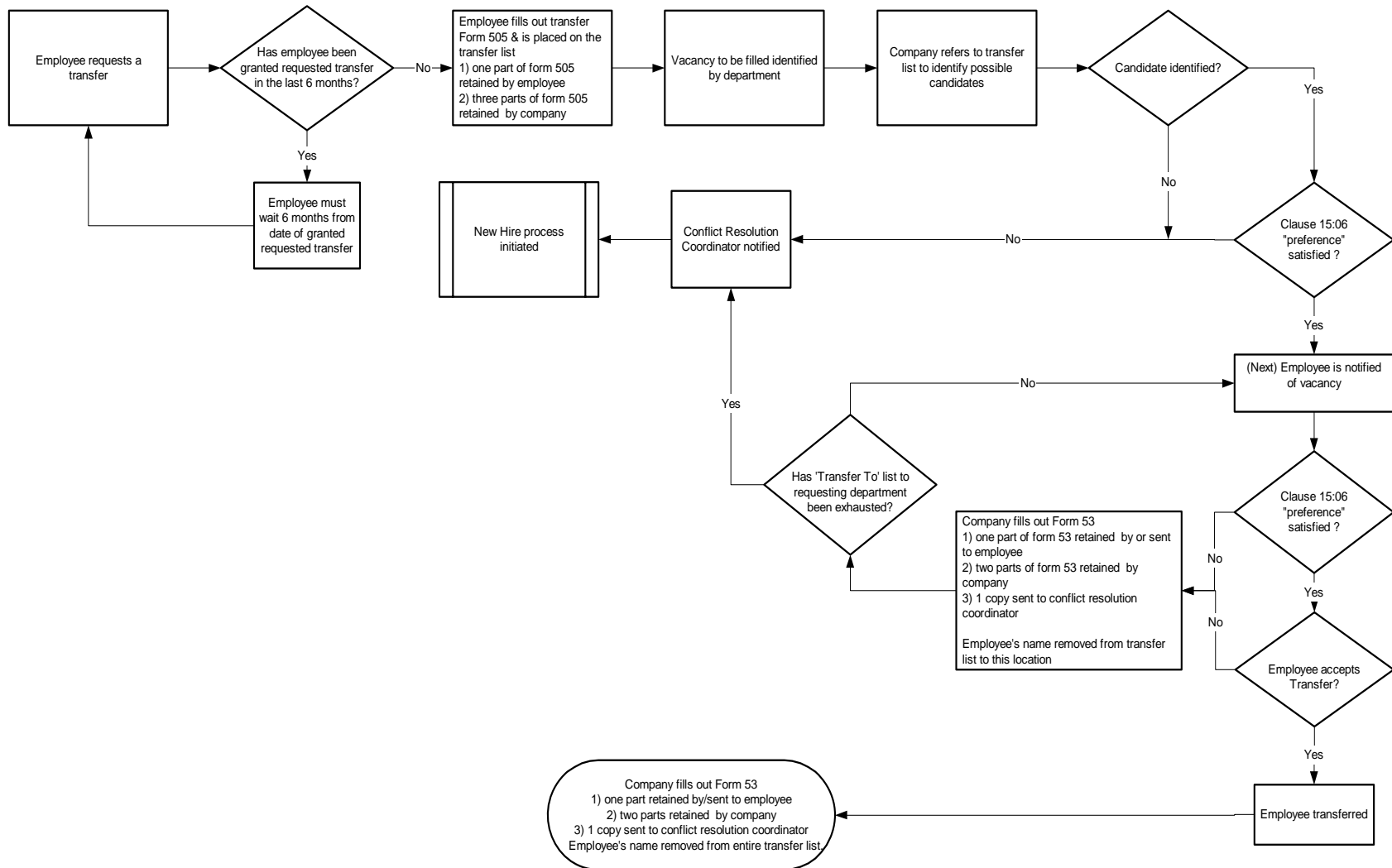
If the foregoing is satisfactory to you, we will be obliged if you will so indicate by executing the form of acceptance appearing at the end of the enclosed copy of this letter and returning that copy to us.

Yours truly,

VALE INCO LIMITED,
MANITOBA OPERATIONS
B. Vickman

ACCEPTED this 16th day of September, 2008
UNITED STEELWORKERS,
LOCAL 6166
L. Ellsworth
R. Leslie

Transfer Out of a Department - 15.06



September 16, 2008

United Steelworkers
Local 6166
19 Elizabeth Drive
Thompson, Manitoba
R8N 1S7

Dear Sirs:

This letter of agreement will serve to confirm the agreement reached between us with respect to the job posting process described in Articles 15.07, 15.10, 15.10A and 15.11 of the Collective Agreement.

The attached flowcharts are meant to clarify the job posting process described in the Agreement. This document does not alter the intent of the aforementioned clauses in any manner whatsoever. Any difference arising with respect to the job posting process will be handled under the provisions of Article 20 of the Collective Bargaining Agreement.

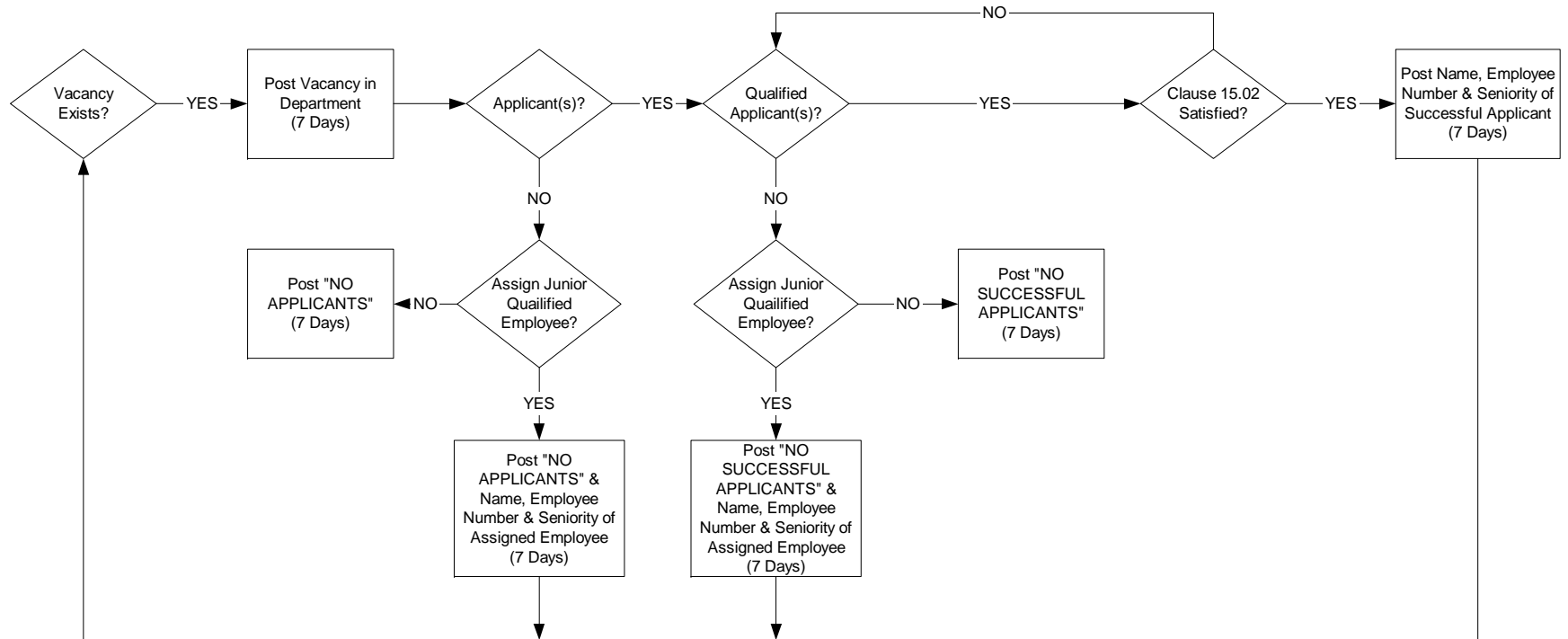
If the foregoing is satisfactory to you, we will be obliged if you will so indicate by executing the form of acceptance appearing at the end of the enclosed copy of this letter and returning that copy to us.

Yours truly,

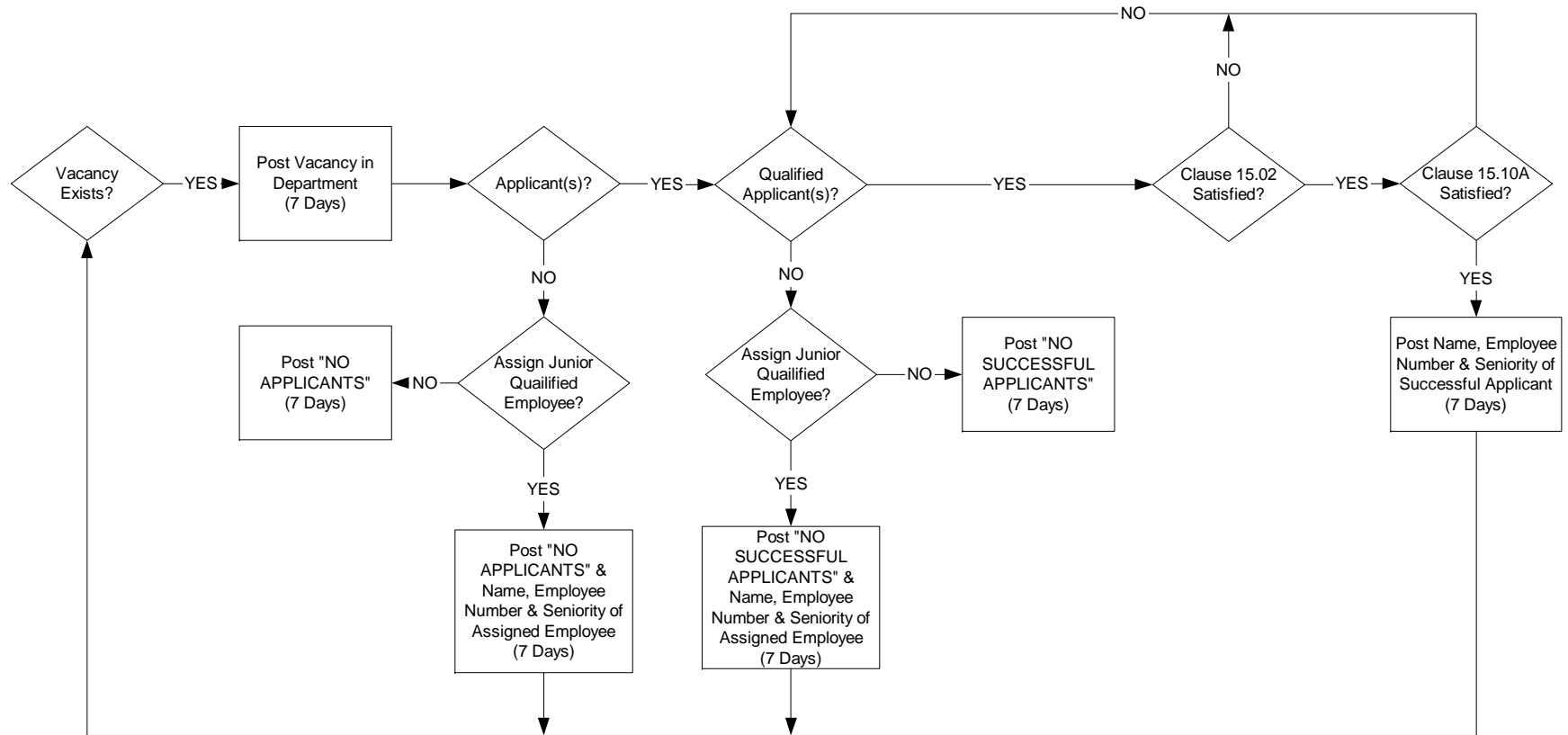
VALE INCO LIMITED,
MANITOBA OPERATIONS
B. Vickman

ACCEPTED this 16th day of September, 2008
UNITED STEELWORKERS,
LOCAL 6166
L. Ellsworth
R. Leslie

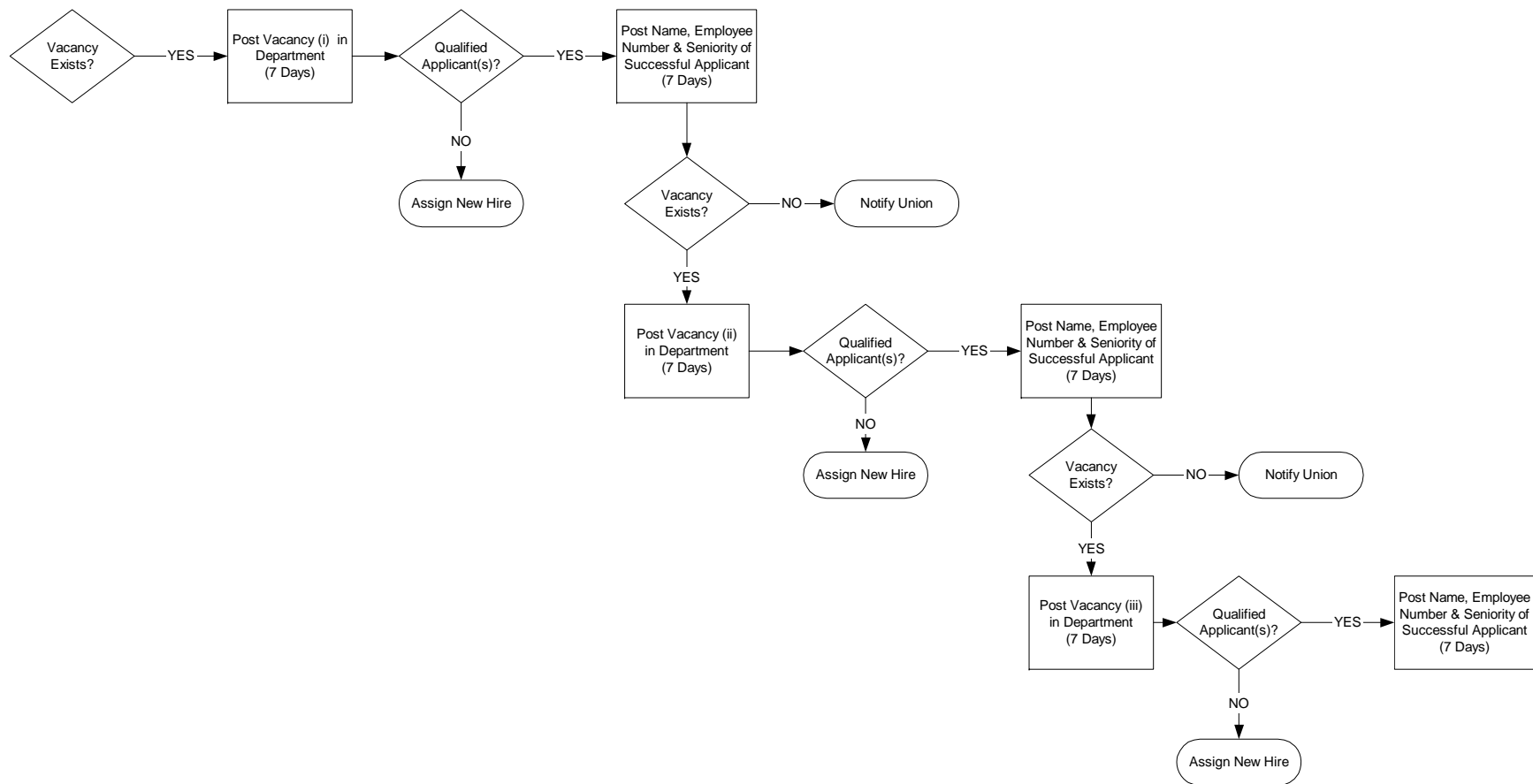
GENERAL JOB POSTING PROCEDURE (Clause 15.10 & 15.11)



MINES JOB POSTING PROCEDURE (ARTICLE 15.10 & 15.10A)



MAINTENANCE JOB POSTING PROCEDURE (ARTICLE 15.07)



September 16, 2008

USW Local 6166
19 Elizabeth Dr.
Thompson, MB
R8N 1S7

Dear Sir:

This letter will serve to confirm the agreement reached through Collective Bargaining with respect to the Employee and Family Assistance Program (EFAP; formerly EAP).

It is the intent of Vale Inco and United Steelworkers 6166 to explore available EFAP delivery models in the interest of identifying and implementing a "World Class" EFAP system for the benefit of the Manitoba Operations workforce and their families.

The Employee and Family Assistance Program is intended to provide services and assistance required by employees and their families such that these issues do not impact employee work performance.

An individual's employment status will not be jeopardized by his or her use of the services available under the EFAP.

All employees and their families should have access to professional services for a range of issues, which may include but not necessarily be limited to:

- Personal and psychological counselling;
- Family and marriage counselling;
- Grief and post-traumatic stress counselling;
- Suicide prevention counselling;
- Alcohol addiction counselling and treatment;
- Substance addiction counselling and treatment;
- Nutritional counselling;
- Care of elderly persons counselling;
- Financial and debt counselling;
- Management of the Critical Incident Stress Management (CISM) team and services.

All EFAP services are provided on a confidential basis except in the case of a mandatory referral (affected employee fails to comply with recommended treatment program, which may result in termination of the employment relationship). It is the role of the EFAP Coordinator to inform the Company of any such non-compliance.

It is further agreed that the following protocol will be utilized to assist the parties in creating a new and improved EFAP:

- EFAP policies and procedures must be consistent with other Vale Inco policies, procedures and collective agreements;
- Contractual arrangements with service providers are made with Vale Inco Limited and will comply with all legal and financial obligations (e.g. Competitive tender, regular invoicing, fee for service, metrics reporting, auditable results, etc.);
- Service providers will be contractually obligated to cooperate with other members of the “Community of Care” established under the EFAP. All service providers will share with one another the information required to provide the best possible care for our employees and their families while respecting the employee’s right to confidential service;

Service providers will be expected to report the following metrics on a quarterly basis and in such a manner as to protect the confidentiality and anonymity of clients:

- Number, type and source of referrals;
- Service utilization (in person, phone, internet, etc.);
- Issue “themes” being treated;
- Workplace issues, if any, giving rise to need for counselling services;
- Time from referral to initiation of counselling (and reasons for any delay);
- Average time in counselling per client (number of sessions, total time);
- Promotional effectiveness;
- Others as appropriate and required.

In addition to the foregoing commitments, this Letter of Agreement will confirm our understanding with respect to the provision of local social and psychological counselling services:

- For the term of the 2008 Collective Agreement the Company will retain 2 full time local counsellors to provide assistance. This service is provided for the benefit of employees and their families who reside at Thompson and surrounding area.

Finally, all EFAP service providers will be accountable to a Joint EFAP Committee which will be responsible for setting relevant policy, promoting the program, directing and monitoring all aspects of the service. The Joint EFAP Committee will be made up of two representatives from USW 6166 and two

representatives from the Company. The Joint EFAP Committee shall meet as required and mutually agreed, but at a frequency no less than once per quarter.

The committee will determine criteria that will guide the selection of the EFAP coordinator role.

If the foregoing is satisfactory to you, we will be obliged if you will so indicate by executing the form of acceptance appearing at the end of the enclosed copy of this letter and returning that copy to us.

Yours truly,

VALE INCO LIMITED,
MANITOBA OPERATIONS
B. Vickman

ACCEPTED this 16th day of September, 2008
UNITED STEELWORKERS,
LOCAL 6166
L. Ellsworth
R. Leslie

September 16, 2008

United Steelworkers
Local 6166
19 Elizabeth Drive
Thompson, Manitoba
R8N 1S7

Dear Sirs:

This letter of agreement will serve to confirm the agreement reached between us with respect to the reduction of contracting out within the Manitoba Operations.

The Company and Union are committed to significantly reducing the amount of work being contracted out and to improving the business competitiveness of the Manitoba Operations. The objective of this initiative is to eliminate the contracting out of work which falls under the following definition:

1. Work which falls within the bargaining unit as described in Article 3.03 of the current collective agreement; and,
2. Work for which the required skills, resources, materials, tools and equipment are readily available within the Manitoba Operations; and,
3. Work which would, if performed by Vale Inco personnel, result in an operating cost savings for the Manitoba Operations.

Work that forms part of Major Capital Projects (one (1) million dollars or more) is not covered by this agreement. Work performed in a more cost effective manner by a contractor will remain with the contractor.

It is the mandate of the Contracting Out Committee to work toward the commitment made in this letter. The Co-Chairs of the Contracting Out Committee will report out on a quarterly basis to the Executive Steering Committee.

If the foregoing is satisfactory to you, we will be obliged if you will so indicate by executing the form of acceptance appearing at the end of the enclosed copy of this letter and returning that copy to us.

Yours truly,

VALE INCO LIMITED,
MANITOBA OPERATIONS
B. Vickman

ACCEPTED this 16th day of September, 2008
UNITED STEELWORKERS,
LOCAL 6166
L. Ellsworth
R. Leslie

September 16, 2008

United Steelworkers of America
Local 6166
19 Elizabeth Drive
Thompson, MB
R8N 1S7

Dear Sir;

This letter of agreement and the attached flowchart will serve to confirm the agreement reached between us with respect to the functioning of the Contracting Out Committee and the Overflow Work Process.

During the first six (6) months of the term of this agreement, the Contracting Out Committee Co-Chairs will cooperate to enhance the effectiveness of the Overflow Work Process. The Co-Chairs of the Contracting Out Committee will report on the progress achieved in enhancing the effectiveness of the Overflow Work Process at a date no later than March 15, 2009. Such report will be submitted to the members of the Executive Steering Committee.

Several opportunities for the enhancement of the Overflow Work Process were discussed during negotiations. These opportunities may include but will not necessarily be limited to "contract creep" and the development of business cases for the performance of non-traditional work. Such business cases may be used in the future as outlined in point (f) below.

To support this commitment, the parties have agreed to the following:

- G. Access To Information: Members of the Contracting Out Committee require data and relevant information to facilitate their work. This includes a general knowledge of systems and key process elements related to contracting out. As such, they will be provided access to the following:
 - I. Contract, tendering, purchasing and accounting processes; and,
 - II. relevant information broken down by class of expense, general ledger, project number, standing work order, repair and returns, standing contracts, and monthly Departmental status reports.
- H. Facilities and Equipment: The Company shall endeavour to ensure that the appointed Contracting Out Committee Area Representatives are provided access to a working area and computer terminal. In the event that such arrangement cannot be readily provided, it is understood that the office of the Worker Safety Representative shall be made available.

- I. Training: Members of the Contracting Out Committee shall be provided training as may be required on related systems (CORVU, EXCEL, Ellipse) as well as an overview on our Manitoba Operations Accounting structure and contract administration process.
- J. Resourcing for Success: Contracting Out Committee Area Representatives shall be granted up to two (2) shifts per month to support our joint commitment to reduce contracting out. This two (2) shifts per month maximum will include time off to attend monthly Contracting Out Committee meetings. In the event of a dispute with respect to the use of these shifts, the matter shall be referred to the Co-Chairs of the Contracting Out Committee for resolution. On a trial basis for the term of this Collective Bargaining Agreement, a full-time Union Co-Chair position will be created, with duties and accountabilities as outlined in Role Profile - Appendix K. This paragraph d) will be subject to quarterly review by the Executive Steering Committee.
- K. The Union and Company Co-Chairs of the Contracting Out Committee will report out on a quarterly basis to the Executive Steering Committee. Such reports will inform the Executive Steering Committee of the significant achievements of and challenges faced by the Contracting Out Committee.
- L. Scope and Accountabilities: It is agreed that in order to achieve the common objectives of reducing contracting out and costs an examination of contracting out beyond the limitations of Clause 3.03 of the Collective Bargaining Agreement may be appropriate. The Contracting Out Committee will examine such contracting out opportunities and make recommendations to the Executive Steering Committee as appropriate, based on these common objectives. The Company will apply careful consideration and substantial weight to any such recommendations.

If the foregoing is satisfactory to you, we will be obliged if you will so indicate by executing the form of acceptance appearing at the end of the enclosed copy of this letter and returning that copy to us.

Yours truly,

VALE INCO LIMITED,
MANITOBA OPERATIONS
B. Vickman

ACCEPTED this 16th day of September, 2008
UNITED STEELWORKERS,
LOCAL 6166
L. Ellsworth
R. Leslie

September 16, 2008

United Steelworkers
Local 6166
19 Elizabeth Drive
Thompson, Manitoba
R8N 1S7

Dear Sirs:

This letter will serve to confirm the agreement reached at negotiations regarding the establishment of a Contract Language Review Committee.

At a frequency of once per quarter, a committee consisting of the Joint Problem Solving Coordinator, Conflict Resolution Coordinator, Employee Relations Supervisor and Human Resources Superintendent will meet for the purpose of reviewing and updating current collective agreement language and letters of agreement.

The Language Review Committee will prepare a final report outlining its recommendations with respect to contract language and letters of agreement. This report will be submitted to the respective 2011 collective agreement negotiations chief spokespersons for the Company and the Union no later than April 1, 2011.

If the foregoing is satisfactory to you, we will be obliged if you will so indicate by executing the form of acceptance appearing at the end of the enclosed copy of this letter and returning that copy to us.

Yours truly,

VALE INCO LIMITED,
MANITOBA OPERATIONS
B. Vickman

ACCEPTED this 16th day of September, 2008
UNITED STEELWORKERS,
LOCAL 6166
L. Ellsworth
R. Leslie

September 16, 2008

United Steelworkers
Local 6166
19 Elizabeth Drive
Thompson, Manitoba
R8N 1S7

Dear Sirs:

This letter of agreement will serve to confirm the agreement reached between us with respect to quarrying activities in the 1A/1B open pit.

The parties agree that rock quarrying activities in the 1A/1B pit will be undertaken by a third party. The parties further recognize that the rock quarrying activities in the 1A/1B pit will expose a mineralization zone which may generate ore for processing in the Manitoba Operations' Mill, Smelter and Refinery.

The Company and Union agree that should the latter stages of the 1A/1B project result in the mining primarily of ore (presently referred to as "the plum") meant for processing within the Manitoba Operations Mill, Smelter and Refinery, Vale Inco personnel will be employed in the drilling and blasting of that material. The project schedule will dictate the date upon which these activities are undertaken.

If the foregoing is satisfactory to you, we will be obliged if you will so indicate by executing the form of acceptance appearing at the end of the enclosed copy of this letter and returning that copy to us.

Yours truly,

VALE INCO LIMITED,
MANITOBA OPERATIONS
B. Vickman

ACCEPTED this 16th day of September, 2008
UNITED STEELWORKERS,
LOCAL 6166
L. Ellsworth
R. Leslie

September 16, 2008

United Steelworkers
Local 6166
19 Elizabeth Drive
Thompson, Manitoba
R8N 1S7

Dear Sirs:

This letter of agreement will serve to confirm the agreement reached between us with respect to Years of Employment with Pay (YEWP's) for active employees in the Company's apprenticeship training program.

The parties agree that an individual who is an active employee as of September 16, 2008 and who had been laid off for a period of time during which they attended school on a full-time basis as part of the Company's apprenticeship training program will be credited with any partial YEWP lost as a result of that time spent at school and the associated period of layoff.

If the foregoing is satisfactory to you, we will be obliged if you will so indicate by executing the form of acceptance appearing at the end of the enclosed copy of this letter and returning that copy to us.

Yours truly,

VALE INCO LIMITED,
MANITOBA OPERATIONS
B. Vickman

ACCEPTED this 16th day of September, 2008
UNITED STEELWORKERS,
LOCAL 6166
L. Ellsworth
R. Leslie

September 16, 2008

United Steelworkers
Local 6166
19 Elizabeth Drive
Thompson, Manitoba
R8N 1S7

Dear Sirs:

The Company and the Union share an ongoing commitment to our Trades Apprenticeship Program. It is our mutual desire to establish a trades workforce at the Company's Manitoba Operation that is "world class" in terms of skill, ability, performance and sustainability. The Company's Trades Apprenticeship Program is a critical component in attaining this goal.

We recognize the benefits to both the Company and our existing workforce in providing such trades apprenticeship opportunities. These include meeting our trades workforce requirements in a competitive labour market and providing exciting career advancement opportunities for our existing employees.

The parties further recognize that current employees are concerned that such opportunities could be limited in the future as a result of partnerships with educational institutions, the availability of skilled trades, etc. With respect to this concern, the Company commits to convene the Joint Trades Committee on an annual basis, or more often as required, to review the intake of trades apprentices for each upcoming year.

The Company retains the right to hire journeyman tradespersons and apprentices in the 3rd year and beyond as required to satisfy the requirements of operations. Yet, the Company supports the principle that candidates from within the existing bargaining unit be given consideration for trades apprenticeship opportunities as well. To this latter end, the Company commits to the selection of two (2) apprentice candidates from within the existing workforce for each one (1) 2nd year trades apprentice hired from outside of the bargaining unit. This commitment is subject to the availability, skill and ability of employees to meet the trades selection criteria.

From this date forward, the parties agree to the following:

1. An employee who is selected by the Company to participate in a Trades Apprenticeship Program shall be paid forty (40) hours at his applicable straight time rate and applicable Nickel Price Bonus for each full week he

attends a recognized Community College on a full-time basis, as approved by the Company, as part of the Trades Apprenticeship Program. The employee shall not be entitled to any overtime or other premiums during each week that are result of their efforts to complete educational requirements. In the event an employee is offered an opportunity to work for the Company outside of their regular school commitment, they shall be paid their applicable overtime rate and shift premiums.

2. The Company shall be responsible for the payment of associated tuition fees;
3. An employee who is required by the Company to attend a college or trades school located outside of the Mystery Lake Government District as part of the Trades Apprenticeship Program shall be provided a weekly allowance of two hundred dollars (\$200.00) for each full calendar week that the employee is required to be outside of the Mystery Lake Government District to attend the college or trade school, which allowance shall be adjusted on a pro rata basis for any such period less than a full calendar week.
4. Attendance at such training will be considered as 'time worked' for the calculation of "Years of Employment With Pay" as prescribed under the terms of the *Manitoba Pension Plan*;
5. In recognition of the commitment outlined in 1, 2 and 3 above, an employee, with less than nine (9) years of service, electing to participate in the Trades Apprenticeship Program shall be obliged to sign a Return Service Agreement. That agreement signed between the employee and the Company will include the following understandings:
 - A. Upon completion of the course of study for the educational leave which was granted, and the associated journeyperson trade ticket level being achieved, the employee would commit to work for the Company for a period of four (4) years.
 - B. If the employee fails to meet the above commitment, for all or a portion of that term, then he\she would be obliged to pay the Company all or a portion of the costs associated with such Apprenticeship Training.
 - C. Those associated costs shall include the base wages, allowances and other educational monies paid by the Company.
 - D. The funds to be repaid to the Employer shall be equal to the percentage of the term of employment. For example if seventy five percent (75%) of the four (4) year term of employment is not completed, then the employee would repay seventy five percent (75%) of that sum outlined in clause (c) above.

E. If the employee fails, for reasons unacceptable to the Company, to complete the course of study for the Trades Apprenticeship Program, then the Company may require the employee to pay all, or a portion, of the associated costs paid up to the date of such failure. By way of clarification, this is intended to deter those individuals who otherwise might elect to quit to secure other employment. It is not meant to be applied under such circumstances as an employee's inability to succeed at the training, or an apprentice confronted with a critical personal matter.

If the forgoing is satisfactory to you, we will be obliged if you will so indicate by executing the form of acceptance appearing at the end of the enclosed copy of this letter and returning that copy to us.

Yours truly,

VALE INCO LIMITED,
MANITOBA OPERATIONS
B. Vickman

ACCEPTED this 16th day of September, 2008
UNITED STEELWORKERS,
LOCAL 6166
L. Ellsworth
R. Leslie

September 16, 2008

United Steelworkers
Local 6166
19 Elizabeth Drive
Thompson, Manitoba
R8N 1S7

Dear Sirs:

This will confirm our agreement with respect to bereavement leave.

If a death in an employee's immediate family occurs while the employee is on regular or special vacation, the employee will be allowed to extend his vacation for an additional three (3) consecutive calendar days.

"Immediate family" for this purpose shall mean spouse, son, daughter, father or mother.

If the foregoing is satisfactory to you, we will be obliged if you will so indicate by executing the form of acceptance appearing at the end of the enclosed copy of this letter and returning that copy to us.

Yours truly,

VALE INCO LIMITED,
MANITOBA OPERATIONS
B. Vickman

ACCEPTED this 16th day of September, 2008
UNITED STEELWORKERS,
LOCAL 6166
L.R. Ellsworth
R. Leslie

September 16, 2008

United Steelworkers
Local 6166
19 Elizabeth Drive
Thompson, Manitoba
R8N 1S7

Dear Sirs:

This will confirm the agreement reached between the parties to continue the Joint Occupational Health Study Program for the Manitoba Operations.

The Divisional Co-Chairs of the Health, Safety and Environment Committee, the Health and Environment Worker Representative, the Superintendent of Environment, Health and Occupational Medicine and the Chief Medical Officer for Inco Limited shall meet for the purposes of identifying potential occupational health issues for study and establishing guidelines with respect to such studies.

The Company shall pay the cost of all necessary external resources associated with any such occupational health studies up to a maximum amount of fifty thousand dollars (\$50,000.00) in each year for the next three (3) years. If less than fifty thousand dollars (\$50,000.00) is spent on necessary external resources in the first or second of the next three years, the difference between the maximum amount of fifty thousand dollars (\$50,000.00) and the amount spent in the year shall be available to pay for such expenses in the immediately following year. For the purpose of this agreement, a year shall commence on September 16 and end on September 15.

If the foregoing is satisfactory to you, we will be obliged if you will so indicate by executing the form of acceptance appearing at the end of the enclosed copy of this letter and returning that copy to us.

Yours truly,

VALE INCO LIMITED,
MANITOBA OPERATIONS
B. Vickman

ACCEPTED this 16th day of September, 2008
UNITED STEELWORKERS,
LOCAL 6166
L.R. Ellsworth
R. Leslie

September 16, 2008

United Steelworkers
Local 6166
19 Elizabeth Drive
Thompson, Manitoba
R8N 1S7

Dear Sirs:

This will confirm the agreement reached between us with respect to the Medical Treatment Access Support Plan (hereafter referred to as "The Plan").

The Plan is intended to provide financial assistance for individuals who experience financial hardship because of expenses associated with an emergency or unexpected catastrophic medical event within their immediate family, and who are not eligible for coverage under other plans.

Each calendar year the Company will allocate a maximum of \$150,000 for reimbursement of eligible and accepted claims. Such monies shall not carry over from one year to the next.

The Plan will be administered by the "Support Plan Committee". The Committee shall be comprised of two representatives of the Company, one of whom shall be the Manager of Human Resources, and two representatives of the Local Union, one of whom shall be the Union President. The Committee will meet as necessary.

All matters relating to the administration, interpretation, overall operation and application of The Plan shall be the Support Plan Committee's responsibility. Any decisions of the Support Plan Committee are final and binding.

The Plan has been discussed and agreed to in concept. There is additional work required to finalize details of The Plan text, definitions, administrative details and related forms and other materials. The Committee will finalize outstanding Plan details and implement The Plan by January 1, 2009.

Either party may elect to terminate The Plan at any time as they deem necessary or appropriate. Although such an outcome is not expected, either party making such election shall provide one hundred and twenty (120) days' written notice of such discontinuance.

If the foregoing is satisfactory to you, we will be obliged if you will so indicate by executing the form of acceptance appearing at the end of the enclosed copy of this letter and returning that copy to us.

Yours truly,

VALE INCO LIMITED,
MANITOBA OPERATIONS
B. Vickman

ACCEPTED this 16th day of September, 2008
UNITED STEELWORKERS,
LOCAL 6166
L. Ellsworth
R. Leslie

September 16, 2008

United Steelworkers
Local 6166
19 Elizabeth Drive
Thompson, Manitoba
R8N 1S7

Dear Sirs:

This letter of agreement will serve to confirm the agreement reached between us with respect to Birchtree ore and rockfill haulage.

During the first six (6) months of the term of this agreement, the Contracting Out Committee Co-Chairs and any other committee members or resources that may be required will jointly examine all costs and expenses pertaining to ore and rockfill haulage, with the objective of determining whether there is a business case for the performance of this work by Vale Inco employees.

Yours truly,

VALE INCO LIMITED,
MANITOBA OPERATIONS
B. Vickman

ACCEPTED this 16th day of September, 2008
UNITED STEELWORKERS,
LOCAL 6166
L. Ellsworth
R. Leslie

2008

January

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2009

January

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February

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March

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STATEMENT ON SEXUAL HARASSMENT

VALE Inco Limited, Manitoba Operation and the United Steelworkers, Local 6166, are jointly committed to maintain a work environment that is free of sexual harassment. Sexual harassment will not be tolerated and any person who is in breach of this policy will be subject to disciplinary action or discharge.

VALE Inco Limited, Manitoba Operation will not knowingly permit the sexual harassment of any person and will take all reasonable steps to terminate such harassment, as required under the Human Rights Code of Manitoba.

Sexual harassment is any unsolicited and unwelcome sexually oriented behaviour. It may include but is not limited to the following:

- unwanted sexual attention of a persistent or abusive nature, made by a person who knows or ought reasonably to know that such attention is unwanted; or
- implied or expressed promise of reward for complying with a sexually oriented request; or
- implied or expressed threat of reprisal, in the form either of actual reprisal or the denial of opportunity, for refusal to comply with a sexually oriented request; or
- unwelcome remarks, jokes, innuendos, propositions, or taunting about a person's body, attire, sex or sexual orientation; or
- displaying of pornographic or sexist pictures or materials.

An individual who is being subjected to any form of sexual harassment may tell the offender that what is being said or done is offensive and ask that such behaviour stop or report the incident, at the earliest opportunity, to a union steward or committeeman, or a supervisor or other management personnel.