

AGREEMENT

between

THE NATIONAL UNION OF MINeworkERS

as principal and on behalf of its members as defined herein
(hereinafter referred to as the "NUM")

and

UNITED ASSOCIATION OF SOUTH AFRICA

as principal and on behalf of its members as defined herein
(hereinafter referred to as "UASA")

and

SOLIDARITY

as principal and on behalf of its members as defined herein
(hereinafter referred to as "Solidarity")
(collectively, the three unions will hereinafter be referred to as "the Unions")

and

THE CHAMBER OF MINES OF SOUTH AFRICA

acting on behalf of the entities listed in Annexure A hereto
(hereinafter referred to as the "Gold Mines")
(collectively, the three unions and the Gold Mines will hereinafter be referred to as "the Parties")

regarding

**THE 2005/2006 AND 2006/2007 REVIEW OF WAGES AND
OTHER CONDITIONS OF EMPLOYMENT**

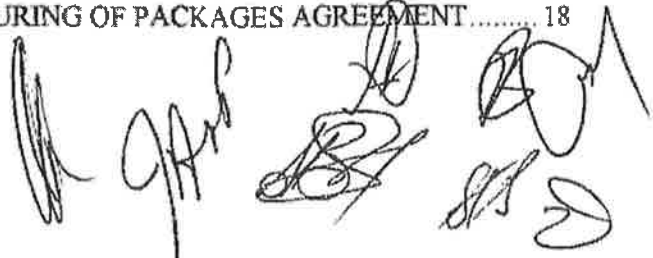
ON

GOLD MINES

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1. **APPLICATION OF AGREEMENT**

This agreement shall apply to the entities listed in Annexure A (the "Gold Mines") and to the Unions, as well as to members of the Unions and all other employees employed at all relevant times in the Category 3-8, Miners and Artisans, and Officials recognition units for which the Unions are recognised for collective bargaining purposes at the Gold Mines (the "employees").

2. **WAGE INCREMENTS**

2.1 **Wage increments with effect from 1 July 2005**

2.1.1 The minimum and actual wage rates of Category 3 - 4 employees shall be increased by 7% with effect from 1 July 2005.

2.1.2 The minimum and actual wage rates of Category 5 - 8 employees shall be increased by 6,5% with effect from 1 July 2005.

2.1.3 The minimum and actual wage rates of other categories of employees shall be increased by 6% with effect from 1 July 2005, with the increase for Officials at AngloGold Ashanti to include the 0,5% merit increase.

2.1.4 Harmony Officials: The standard rates of Officials shall be increased by 2,5% with effect from 1 January 2006, and by the formula detailed in clause 2.2 below as from 1 July 2006.

2.1.5 For South Deep: The minimum and actual wage rates of Miners, Artisans and Officials shall be increased by 6% with effect from 1 January 2006.

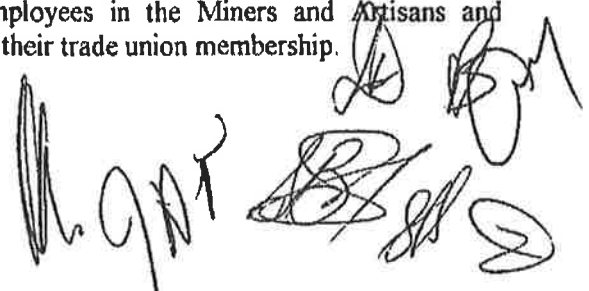
2.2 **Wage increments with effect from 1 July 2006**

The minimum and actual wages will be increased with the average year-on-year CPIX increase over the 6-month period October 2005 to March 2006, plus 1%, provided that:

- a) the increase in the minimum and actual wage rates shall not be less than 6% for Category 3-8 employees and 5,5% for Miners and Artisans and Officials; and
- b) any party will have the right to re-open the negotiations on wages only, should the calculated wage increase in terms of the above formula, exceed 8%.

3. **FUNERAL BENEFIT AND TRANSPORT OF BODIES**

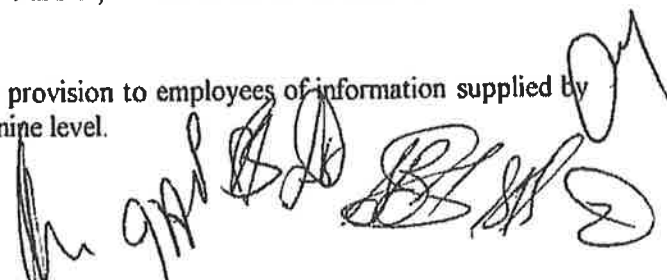
3.1 Funeral cover will be provided for employees in the Miners and Artisans and Officials recognition units, irrespective of their trade union membership.



- 3.2 The benefit derived from this cover shall be R20 000 to cover mortuary costs, undertaker services, transport of bodies and funeral costs in respect of the employee, and R10 000 to cover the spouse.
- 3.3 The funeral cover will be compulsory for all Miners and Artisans and Officials.
- 3.4 The cost of the funeral cover shall be paid on a 50/50 co-contributory basis by the employer and the relevant employee.
- 3.5 The funeral cover shall be in place within one month after signature and the employers will bear the liability directly for the period between the date of signature of this agreement and the implementation of the cover.

4. **MOBILITY OF RETIREMENT FUNDS**

- 4.1 Freedom of choice would apply across the new combined bargaining unit (i.e. in all three recognition units).
- 4.2 Freedom of choice would be limited to the industry's three main funds (i.e. Mine Employees Pension Fund, Mineworkers Provident Fund and Sentinel).
- 4.3 Employees would have a choice of fund upon engagement by a company as from the date of implementation of mobility.
- 4.4 No employee who is promoted from one recognition unit to another will be obliged to change his/her fund membership as from the date of implementation of mobility. Such an employee will be given a choice of funds upon promotion from one recognition unit to another.
- 4.5 Employees who were previously compelled to change funds upon promotion, will within the period of 6 months from the date of implementation of mobility, be given the option to revert back to their previous fund.
- 4.6 Remaining employees not covered by items 4.3, 4.4 and 4.5 above would with effect from 1 January 2006 be given a 12-month period within which they can choose to change funds.
- 4.7 Employer and employee contribution rates as well as the definition of pensionable salary will be determined according to the recognition unit within which an employee is at any time employed, and will not be changed upon an employee electing to move to another fund.
- 4.8 Upon change of membership of fund, the fund credit will not be paid out to the employee. However, the employee will be informed that he/she has a choice to leave the fund credit in the current fund or to have the fund credit transferred to the new fund of choice. The employee will be provided with the necessary documentation and information to effect such a transfer, if he/she elects to have the fund credit transferred.
- 4.9 Practical arrangements relating to provision to employees of information supplied by the funds, will be agreed upon at mine level.



4.10 The matter of mine-funded incapacity benefits has been dealt with in clause 16 of this agreement.

4.11 The date of implementation of mobility is 1 October 2005.

5. **RISK BENEFITS IN TERMS OF THE MPF**

The parties share the concern about the impact of the cost of risk benefits on superannuation benefits, which provide a dignified retirement in respect of all members of Retirement Funds in the industry. The parties are committed to finding long-term solutions to this problem.

To address this concern the parties agree that:

5.1 Parties to this agreement will convene a summit of all affected parties before the middle of 2006 to specifically address these issues. All retirement fund trustees and administrators will be invited. Experts will participate and the summit will draw on international experience.

5.2 The objective of the summit will be to find long-term solutions and outcomes to:

- the sustainability of superannuation benefits in the context of the current risk profiles; and
- the appropriateness of benefit and contribution structures.

5.3 The retirement benefits should be insulated from the risk benefits, so that retirement funding is not threatened by the need to finance the risk benefits.

5.4 Employers will contribute an additional 0,5% for Cat 3-8 employees towards risk benefits from 1 July 2005.

5.5 Employers will contribute an additional 0,5% for Cat 3-8 employees towards risk benefits from 1 July 2006.

5.6 Category 3-8 employees will contribute an additional 0,5% towards retirement benefits from 1 July 2005.

6. **CHRISTMAS BREAK**

6.1 Gold mines agree in principle to a break between Christmas and New Year.

6.2 The break will be achieved by way of working-in arrangements.

6.3 The details of the working-in arrangements shall be agreed at mine level.

6.4 Such breaks will be worked in on the basis of a normal full production shift in exchange for a normal full production shift.

6.5 Working arrangements in respect of essential/priority services and cycle of shift employees will be agreed at mine level.

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- 6.6 Current agreements regarding arrangements for the 2005 Xmas break will remain in place.
- 6.7 An employee can only be asked to work on a working day between Christmas and New Year that he or she has already worked-in earlier in the year, where some unforeseen circumstances or an emergency has arisen which must be addressed immediately and the relevant branch of the union has been duly engaged about these circumstances.
- 6.8 Working-in on a public holiday will only be by way of a joint agreement.
- 6.9 Working-in on Sundays and public holidays will be governed by the provisions of Public Holiday and the Basic Conditions of Employment Acts.
- 6.10 Parties may conclude agreements at mine level on working-in further production shifts to cater for additional arrangements.

7. **CONTRACTING**

The parties agree that:

- 7.1 The main employer shall take responsibility for the actions of the contractor in the area of health and safety standards, training and enforcement.
- 7.2 Sub-contractors shall be expected to register in terms of the Compensation for Occupational Injuries and Diseases Act 130 of 1993 (COIDA) and for the Occupational Diseases in Mines and Works Act 78 of 1973 (ODMWA), and they must provide proof that they are paying the required assessments and levies in terms of these Acts.
- 7.3 Tenders for contracts shall require that contractors provide health care, death and retirement benefits, which are similar to those provided by the gold mining industry.

Should the unions become aware of non-compliance by contractors they may raise this with the relevant operation or operations, where it will be addressed.

8. **LIVING OUT ALLOWANCE**

8.1 **South Deep**

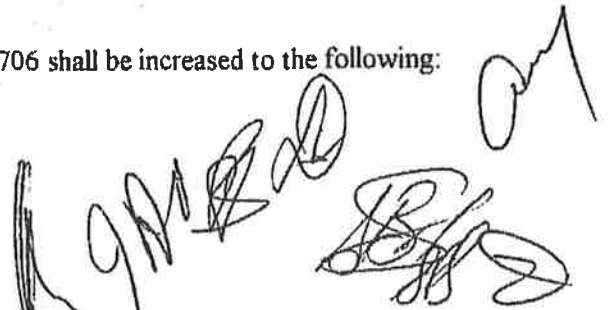
The Living Out Allowance shall be increased to the following:

- R900 as from 1 July 2005
- R1000 as from 1 July 2006

8.2 **Gold Fields**

The Living Out Allowance currently at R706 shall be increased to the following:

- R800 as from 1 July 2005
- R900 as from 1 July 2006
- R1000 as from 1 September 2006



8.3 Harmony

The Living Out Allowance for all employees currently receiving a living out allowance shall be increased to the following:

- R800 as from 1 July 2005
- R900 as from 1 July 2006
- R1000 as from 1 September 2006

8.4 AngloGold Ashanti

The Living Out Allowance with regard to the A and B bands shall be increased to the following:

- R800 as from 1 July 2005
- R900 as from 1 July 2006
- R1000 as from 1 September 2006

9. IMPLEMENTATION OF 2003 AGREEMENT

9.1 The parties agree that the bilaterals between the Mines and the Unions to deal with the implementation of the outstanding items of the 2003 agreement will continue, and will be completed before the end of 2005.

9.2 Each company will at the end of every month until the end of 2005 submit a report to the Chamber and the NUM on progress with these bilateral discussions.

10. OVERTIME

The current provisions regulating overtime for Officials, contained in the Chamber Codes or in company level Conditions of Employment are annexed to this agreement, marked as Annexure B.

11. SCHEDULED OVERTIME

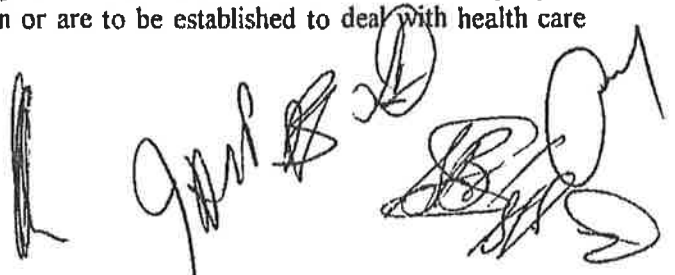
In accordance with sections 6 and 10 of the BCEA, emergency work is in addition to ordinary overtime and not subject to the 10 hours per week limitation imposed by the BCEA.

12. FORENSIC PATHOLOGISTS

The parties shall jointly approach the Mine Health and Safety Council regarding the difficulties in respect of fatal accidents in the workplace and the possible involvement of forensic pathologists.

13. COMPREHENSIVE HEALTH CARE

The companies agree to include all recognised unions and associations in the company or mine-level working groups that have been or are to be established to deal with health care frameworks.

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14. HOLIDAY LEAVE ALLOWANCE

It is agreed that the proposal regarding the introduction of an arrangement whereby tax on an employee's holiday leave allowance is deducted over twelve months, in order that the employee may receive a full holiday leave allowance when he/she proceeds on leave, is a matter that will be dealt with at company or mine level within three months of the issue being raised by the unions at that level.

15. BUSINESS TRAVEL RE-IMBURSEMENT

It is agreed that the rate at which companies reimburse employees for business travel using their own vehicles, is a matter that will be dealt with at company or mine level within three months of the issue being raised by the unions at that level.

16. MEDICAL INCAPACITY BENEFIT

The mines will extend the medical incapacity benefit currently applicable to Cat 3-8 employees, on the same terms and conditions, to Sentinel and MEPF members in the Miners and Artisans and Officials recognition units, where:

- The employee concerned has had his employment terminated by the mine on account of medical incapacity and has, either while still in employment or within a reasonable period after separation, made an application to either Sentinel or MEPF as the case may be, for a disability benefit; and
- The application has been rejected by the fund.

17. MATERNITY BENEFITS

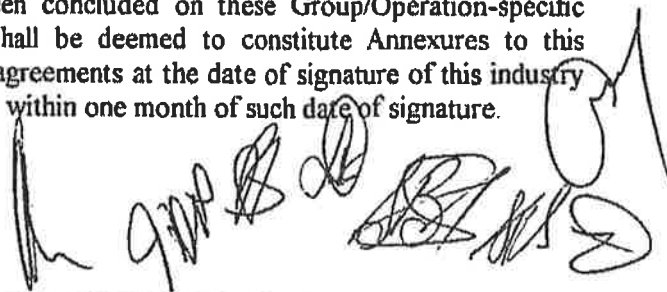
From the first day of maternity leave, mines will pay an amount equal to the amount they would have had to pay in accordance with existing arrangements, had the employee concerned had full UIF credits towards maternity leave. Female employees will qualify for maternity benefits in terms of this clause from the first day of employment.

18. GROUP/OPERATION-SPECIFIC ISSUES RAISED DURING THE WAGE REVIEW

18.1 AngloGold Ashanti and Gold Fields

18.1.1 AngloGold Ashanti and Gold Fields agree to engage at Group level in respect of the unresolved 'Group/Operation-specific' demands raised for the purposes of the 2005 wage review. Except for issues already agreed to during this wage review, other issues relating to wages and other substantive conditions of employment (other than those pertaining to the introduction of the GRP in Gold Fields) will be dealt with in the context of future industry wage negotiations.

18.1.2 Once agreements have been concluded on these Group/Operation-specific issues, such agreements shall be deemed to constitute Annexures to this industry agreement. Draft agreements at the date of signature of this industry agreement, will be finalized within one month of such date of signature.



18.2 Harmony

The Parties agree that within one month from signature of this agreement, the Parties will meet in order to plan a process document with time frames, the aim of which is to get agreement on the equalisation issues by end of December 2005. Should agreement not be reached within the agreed time frames, the Parties individually reserve their rights to refer the issues in dispute in terms of the Dispute Settlement Procedures contained in this agreement.

19. BASIC CONDITIONS OF EMPLOYMENT ACT (BCEA)

The Unions hereby pledge their support for an application by the Chamber of Mines on behalf of the Mines, for a determination to vary for the period 1 October 2005 to 30 September 2007, the following provisions of the BCEA insofar as they apply to the Mines:

- 19.1 Section 12(2)(b) – Variation to permit overtime of up to ten hours per week where ordinary hours of work are averaged;
- 19.2 Section 14 – Exclusion to the effect that employees in the miners, artisans and officials recognition units who work underground and in processing plants dispense with the meal interval on the basis that informal rest arrangements and opportunities to take sustenance are made and existing meal arrangements with regards to employees in processing plants remain in place;
- 19.3 Section 15(1)(a) – Variation to permit periodic daily rest periods of less than twelve hours but not less than 8 hours for the purpose of rapid shift changeovers; and
- 19.4 Section 17(1) – Variation to the effect that shifts commencing at or after 04h00 are not regarded as night work.

20. SETTLEMENT OF WAGES AND OTHER CONDITIONS OF EMPLOYMENT

- 20.1 This agreement (including any annexure hereto) shall amend the existing terms and conditions of employment of the employees concerned to the extent set out herein and is in full and final settlement of wages and terms and conditions of employment for the period from 1 July 2005 to 30 June 2007. Conditions of employment that are not amended by this Agreement shall continue to apply.
- 20.2 With the exception of the issues referred for negotiation at Mine or company level in terms of this agreement, no party shall in respect of the period 1 July 2005 to 30 June 2007, seek to review wages and other conditions of employment. Neither the Mines nor the Unions, nor any of their members shall call for, encourage, or participate in any industrial action on the Mines in respect of any demand or proposal to amend the wages and other conditions of employment of employees for the duration of this Agreement. In this regard the parties shall take such measures as may be reasonable, to ensure compliance with this clause.

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21. DISPUTE SETTLEMENT PROCEDURES

In the event of any dispute between a union or unions on the one hand, and the mines on the other (the parties to the dispute) about the interpretation, application or implementation of this Agreement including any annexure hereto:

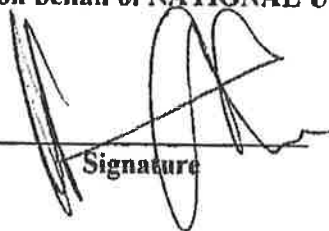
- 21.1 Any party intending to refer the dispute for conciliation in terms of clause 21.2 below, shall make a reasonable effort to resolve the dispute before such referral.
- 21.2 Should the procedure mentioned in clause 21.1 above fail to resolve the dispute, the procedure for resolving the dispute shall be referred by either party, first to conciliation by an agreed conciliator and if still unresolved, to arbitration by a single arbitrator agreed to by the parties.
- 21.3 Should the parties fail to agree on either a conciliator or arbitrator, either of them may request the Managing Director of Tokiso Dispute Settlement to make a suitable appointment, which shall not exclude the possibility of appointing a panellist from the Commission for Conciliation, Mediation and Arbitration.
- 21.4 The decision of the arbitrator shall not be subject to appeal. The parties, however, will be entitled to exercise their right of review under the common law. The Arbitration Act is excluded by agreement.
- 21.5 Each party to any arbitration proceedings conducted in terms of this Agreement shall bear its own costs and shall contribute equally to the costs of the arbitration.

22. IMPLEMENTATION DATE

Unless otherwise stated, the wage increases and other changes to conditions of employment referred to in this Agreement and the annexures hereto, shall be implemented with effect from 1 July 2005.

Signed at JOHANNESBURG on this 23rd day of August 2005.

For and on behalf of NATIONAL UNION OF MINeworkERS:

Name: 
Signature

Designation: General Secretary

As witness:

Name: 
Signature

Designation: CHAIRPERSON



For and on behalf of UNITED ASSOCIATIONS OF SOUTH AFRICA:

Name: T.I.P. KAUFER
Signature

Designation: GEN. MANAGER: M/R.

As witness: S.F. Stehring
Signature

Designation: Sic. Manager Gold Mines

For and on behalf of SOLIDARITY:

Name: [Signature]
Signature

Designation: Asst. Secretary Mynor

As witness:

Name: [Signature]
Signature

Designation: NATIONAL ORGANIZER MINING

For and on behalf of the CHAMBER OF MINES OF SOUTH AFRICA,
acting on behalf of the Gold Mines:

Name: Barker
Signature

Designation: Senior Executive
(Chamber of Mines)

As witness:

Name: J. A. P.
Signature

Designation: Chairman

[Signature] J.A.P.

ANNEXURE A

ANNEX A: ENTITIES COVERED BY THE 2005 - 2007 WAGE AGREEMENT

GROUP/MINE		NAME OF ENTITY
ANGLOGOLD ASHANTI	1.1	Business Services
	1.2	Metallurgical Services
	1.3	Business Units
	1.3.1	Vaal River
	1.3.1.1	Great Noligwa Mine
	1.3.1.2	Kopanang Mine
	1.3.1.3	Moab Khotsong Mine
	1.3.1.4	Tau Lekoa Mine
	1.3.2	West Wits
	1.3.2.1	Mponeng Mine
	1.3.2.2	Savuka Mine
	1.3.2.3	Tau Tona Mine
	1.4	Other Entities
	1.4.1	AngloGold Health Services
GOLD FIELDS	2.1	Driefontein
	2.2	Kloof
	2.3	Beatrix
	2.4	Gold Fields Health Services
	2.5	Gold Fields Protection Services
	2.6	Gold Fields Training Services
	2.7	Gold Fields Shared Services
HARMONY	3.1	Harmony (Free State)
	3.2	Masimong Mine
	3.3	Elandskraal
	3.4	Evander Gold Mines
	3.5	Kalgold
	3.6	Randfontein Estates Limited
	3.7	Freegold Joint Venture
	3.7.1	Bambanani Mine
	3.7.2	Joel Mine
	3.7.3	Matjhabeng Mine
	3.7.4	St Helena Mine
3.7.5	Tshepong Mine	
3.7.6	Free State Business Services	
3.7.7	Ernest Oppenheimer Hospital	
3.8	North West Operations (Ex - ArmGold)	
PLACER DOME WESTERN AREAS JOINT VENTURE	4	South Deep

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ANNEXURE B

ANNEX B: PROVISIONS REGULATING OVERTIME FOR OFFICIALS

ANNEX B1. EXTRACT FROM THE CHAMBER'S CORE CONDITIONS CODE
FOR OFFICIALS ON GOLD MINES

CLAUSE 7: OVERTIME

7.1 Sundays, Weekdays and Public Holidays

Where an employee is requested to work in excess of his normal hours of work, the additional hours shall be regarded as overtime.

The term "overtime":

includes authorised hours worked:

- (a) in excess of a normal shift
- (b) on a day of rest or a public holiday by a shift worker
- (c) on a Sunday or a public holiday by employees other than shift workers

excludes the hours worked on a Sunday by shift workers as normal shifts.

7.2 Register for Overtime

- (a) A register for the recording of overtime worked shall be provided for use by employees.
- (b) It shall not be obligatory for any employee to make use of the formal register.
- (c) Employees who have made use of the register, or their appointed representative, shall draw the attention of the employer to the record of overtime worked and compensation therefore at least once a month.

7.3 Compensation for Overtime

7.3.1 Overtime shall be compensated, wherever possible and subject to the Public Holidays Act, by the granting of time off at a mutually convenient time either before or as soon as reasonable after the working of the overtime.

7.3.2 If time off has not been granted and no other mutually agreed arrangement has been made by the end of the pay month succeeding that in which the overtime was worked, the employee shall be paid for the overtime at the end of that month at the appropriate percentage of his monthly rate mentioned below for each hour of overtime worked and not laid off: -

Days of rest and Sundays		
- Drivers on "busy" hoists	-	1,00%
- Other employees	-	0,75%

Any other day except public holidays	
- Drivers on "busy" hoists	- 0,833%
- Other employees	- 0,625%

7.3.3 For payment on public holidays see Clause 8.

7.3.4 Subject to the Public Holidays Act, an employee who is required regularly to work overtime and who cannot usually be compensated by the granting of time off, may be granted an addition to his salary and will then be excluded from the provisions of sub-clauses 7.3.1 and 7.3.2. However, the employee must be:

- (a) granted at least one Sunday off each month;
- (b) advised that he is being compensated for overtime by a salary adjustment.

7.3.5 No employee shall be required to work overtime to make it possible for another employee to take time off in compensation for overtime he has worked.

7.4 Shift work

7.4.1 Employees who are required to do shift work and whose day of rest falls on a public holiday shall be granted either compensatory time off at some mutually convenient time, or, in the discretion of the employer, an additional payment of four per cent of their monthly rate, subject to the provisions of Clause 8.

7.4.2 An employee on shift work who works on his day of rest which falls on a public holiday shall be compensated in accordance with Clause 8.



ANNEX B2. EXTRACT FROM GOLD FIELDS' OFFICIALS CODE

2.11 Overtime

2.11.1 An Employee shall be required to work "emergency overtime" in any of the following instances:

2.11.1.1 When he is called upon to do so while on formal standby;

2.11.1.2 In other cases where the work is required to be done without delay owing to circumstances for which the Employer could not reasonably have been expected to make provision and which cannot be performed by Employees during their normal hours of work.

2.11.2 All other overtime shall be voluntary and subject to the maximum limits permitted by the Basic Conditions of Employment Act (currently a maximum of 10 hours per week on average, over the same averaging period as applies to his normal shift arrangement).

2.11.3 Compensation for overtime shall be in accordance with 5.4.

2.11.4 A register for the recording of overtime worked shall be provided for use by Employees. It shall not be obligatory for any Employee to make use of the formal register. Employees who have made use of the register, or their appointed representative, shall draw the attention of the Employer to the record of overtime worked and compensation therefore at least once a month.

5. ADDITIONAL WORK-RELATED ALLOWANCES AND COMPENSATION

All of the payments set out below are additional to the Employee's normal basic rate, if any, for the day in question.

5.1 Compensation for Authorised Work on Sundays

5.1.1 Where the Sunday falls on an Employee's normal shift:

5.1.1.1 No additional compensation is payable for hours falling within the normal shift.

5.1.1.2 For any additional hours worked on the Sunday, subject to 5.5:

(a) paid time-off at 1 hour x hours worked; or

(b) payment at the following rates:

- Drivers on "busy" hoists: 1.00% of monthly rate x hours worked;
- Other Employees: 1.5 x hourly rate x hours worked.

5.1.2 Where the Sunday is not the Employee's normal shift, subject to 5.5:

(a) paid time-off at 1 hour x hours worked; or

(b) payment at the following rates:

- Drivers on "busy" hoists: 1.00% of monthly rate x hours worked;
- Other Employees: 2 x hourly rate x hours worked.

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5.2 Compensation for Authorised Work on Public Holidays

5.2.1 Where the public holiday falls on an Employee's normal shift:
Payment at 2 x hourly rate x hours worked.

5.2.2 Where the public holiday is not the Employee's normal shift:

5.2.2.1 Cycle of shift Employees who have one day of rest per week will be compensated as follows, where a public holiday falls on their day of rest:

5.2.2.1.1 If they do not work on the public holiday, subject to 5.5:

- (a) 1 paid day off, or
- (b) 1 x daily rate;

5.2.2.1.2 If they do work on the public holiday, subject to 5.5:

- (a) compensation in terms of 5.2.2.1.1; plus
- (b) either:
 - paid time off at 1 hour x hours worked; or
 - 2 x hourly rate x hours worked.

5.2.2.2 Other Employees: Payment at 2 x hourly rate x hours worked.

5.3 Compensation for Public Holidays falling within Annual Leave

Where a public holiday falls within a period of annual leave of an Employee, the Employee shall be granted an additional calendar day's leave in his leave period.

5.4 Compensation for Authorised Overtime

5.4.1 Sundays: As set out in 5.1.2.

5.4.2 Days of Rest (Cycle of Shift workers only):

- (a) Where this is not a public holiday: Same as 5.1.2
- (b) Where this is a public holiday: Same as 5.2.2.

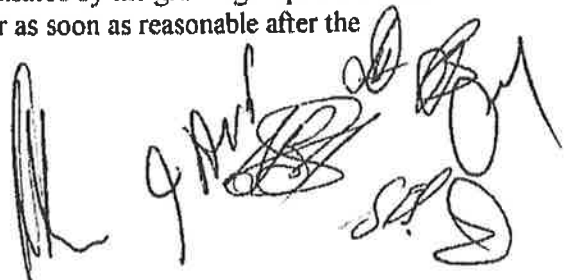
5.4.3 Public Holidays: As set out in 5.2.2.

5.4.4 Other days: Subject to 5.5:

- (a) paid time off at 1 hour x hours worked; or
- (b) payment at the following rates:
 - Drivers on "busy" hoists: 0.833% of monthly rate x hours worked;
 - Other Employees: 1.5 x hourly rate x hours worked.

5.5 Paid Time Off

5.5.1 In cases where an Employee may be compensated by paid time-off or payment, the Employee shall, wherever possible, be compensated by the granting of paid time off at a mutually convenient time, either before or as soon as reasonable after the working of the overtime.



- 5.5.2 If paid time off has not been granted, and no other mutually agreed arrangement has been made, by the end of the pay month succeeding that in which the overtime was worked, the Employee shall be paid for the overtime at the end of that month.

ANNEX B3. HARMONY: EXTRACT FROM 2003 – 2004 OFFICIALS WAGE AGREEMENT AND RESTRUCTURING OF PACKAGES AGREEMENT (only applicable to employees on the all-inclusive Harmony conditions of employment)

4.9 ALLOWANCES AND OVERTIME

Allowances and overtime will not be part of an employee's conditions of employment and thus any allowances, for example, underground, standby, callout allowances will not be paid.

Overtime payments have been included, as described in paragraph 3 above, into the inclusive salary, per discipline to the extent set out in Annexure B. Overtime within these parameters will be deemed to be compulsory and no further overtime will be paid.

Overtime in excess of the average hours bought out per month and as captured in Annexure B, will be deemed to be necessary voluntary overtime required to complete specific work. Such overtime will be discussed between employees concerned and their respective supervisors.

Sunday hours worked in excess of the hours bought out per month (that is, the average overtime hours, as per Annexure B and as included in the inclusive salary), will be paid at six percent (6%), that is the day's rate plus six percent (6%). Such overtime must be pre-authorized, failing which; no payment will be made to the employee. It is noted that work performed on a day of rest will also be required to be pre-authorized.

The parties agree to monitor overtime work to ensure that, as much as possible, minimum overtime is worked and only overtime that is necessary is authorised. This is in light of a need for employees to have enough rest and to spend more quality time with their families.

