

**AGREEMENT**

between

**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", "Mines" or "Companies")

and

**THE NATIONAL UNION OF MINeworkERS**

and

**UASA - THE UNION**

and

**SOLIDARITY**

as principals and on behalf of their members as defined herein  
(hereinafter respectively referred to as the "NUM", "UASA" and "Solidarity")  
(collectively, the three unions will hereinafter be referred to as "the Unions")  
(collectively, the Gold Mines and Unions will hereinafter be referred to as "the Parties")

regarding

**THE 2011 - 2013 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 hereto (the "Gold Mines", "Mines" or "Companies") and to the Unions, including members of the Unions and all other employees employed at all relevant times in the Category 3 to 8, Miners and Artisans and Officials recognition units (the "employees").

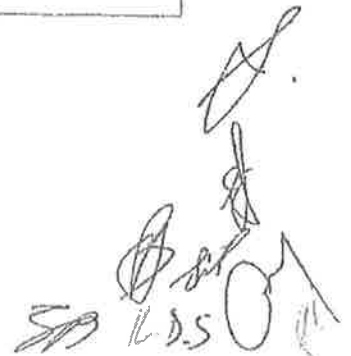
## 2 WAGE INCREMENTS

2.1 Wage increments for the employees will be as follows:

2011		
AngloGold Ashanti and Gold Fields	Categories 3 and 4:	10%
	Categories 5 to 8:	9%
	Miners, Artisans and Officials:	8%
Harmony and Rand Uranium	Categories 3 and 4:	10%
	Categories 5 to 8:	8.5%
	Miners, Artisans and Officials:	7.5%

2012		
Anglo Gold Ashanti and Gold Fields	Categories 3 and 4:	10%
	Categories 5 to 8:	9%
	Miners, Artisans and Officials:	8%
Harmony and Rand Uranium	Categories 3 and 4 :	10%
	Categories 5 to 8:	8.5%
	Miners, Artisans and Officials:	7.5%

B-Band Officials	
The Companies will give the same percentage increase as equivalent Category 3 to 8 employees to those monthly paid staff where the bargaining units overlap and where such monthly paid staff could end up earning less than the equivalent Category 3 to 8 employees once they receive the Officials' increase.	


  
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## 2.2 Harmony profit share scheme

- 2.2.1 Harmony will, on a quarterly basis, share with all employees in the bargaining unit, 1% (one percent) of operating profits after capital expenditure (capex) for that quarter.
- 2.2.2 Profits and capex will be based on South African operations of the particular quarter as announced in the company's quarterlies.
- 2.2.3 The profits will be shared equally between all full-time employees in the bargaining unit, and will be paid when salaries are paid, and within one month of the announcement of the quarterlies.
- 2.2.4 Should capital expenditure deviate more than 10% (ten percent) from the trend over the previous 4 (four) quarters, the company will engage with the Unions on the reasons for this high expenditure.
- 2.2.5 This arrangement will only apply for the currency of this wage agreement.

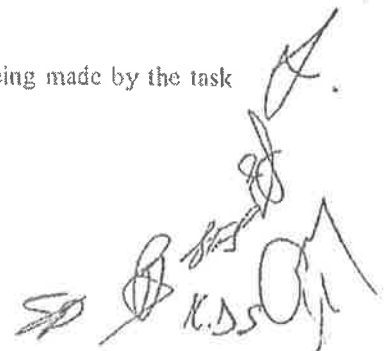
- 2.3 Should the average inflation rate by June 2012 be higher than the 2012 increases, employees will receive a percentage increase which is the higher of either the average inflation rate or the wage increase as indicated above. The average inflation rate by June 2012 will be calculated as follows:  
Parties will on 1 June 2012 examine the CPI figures of Statistics SA for the previous 6 (six) months that are available on 1 June 2012. The months with the highest and lowest inflation will be disregarded and the inflation rate for the remaining 4 (four) months will be averaged.

## 3 IMPLEMENTATION OF PREVIOUS AGREEMENTS

### 3.1 Mining museum and monuments

In pursuance to the agreement reached by the Parties in clause 3 of the 2007-2009 Gold wage agreement on a mining museum and monuments, the Chamber undertakes to:

- 3.1.1 ensure that the Virtual Mining Museum to be placed on the internet is operational within 3 (three) months of the signing of the wage agreement;
- 3.1.2 obtain regular feedback from the joint task team to ensure that it does everything necessary to have the first phase of the museum project completed within 12 (twelve) months of the signing of the wage agreement; and
- 3.1.3 provide the Unions with regular reports on the progress being made by the task team in respect of the first phase and beyond.



### 3.2 Mineworkers Development Agency (MDA) and TEBA Development

In furtherance of the agreement reached by the Parties in clause 4 of the 2007-2009 Gold wage agreement, the Chamber will, for a reasonable period after the date of the signing of this agreement, continue to pay for the services of the facilitator who is assisting the MDA and TEBA Development in pursuing the possibility of joint projects and the accessing of funding for these joint projects from Treasury through the Department of Mineral Resources (DMR).

### 3.3 Contractors

The Chamber will again bring the provisions relating to contractors in clause 7.1 of the 2009-2011 Gold wage agreement to the attention of the Companies, with a request that the Companies ensure that the relevant clause is properly implemented and that there will be better communication with the Unions regarding compliance.

### 3.4 Recreation and sporting facilities

The Companies will revisit compliance with clause 5 of the 2007-2009 Gold wage agreement and will make written reports available to the Unions before the end of 2011 on their compliance and strategies to comply.

## 4 COMPANY SPECIFIC ISSUES

### 4.1 Harmony: Employee Share Option Scheme (ESOPS)

- (a) The issue of ESOPS will be finalized within 90 (ninety) days of the signing of the wage agreement on the understanding that no further shareholder approval will be required.
- (b) Harmony and the Unions agree that the Unions will be entitled to declare a dispute if the matter is not finalized within the 90 (ninety) days mentioned in clause (a).

### 4.2 Harmony: Severance pay in the case of compulsory retrenchments

Harmony has a history of being able to absorb employees in instances where the Company has restructured. However, in the event of all alternatives to retrenchment having been exhausted and compulsory retrenchment remains as the only option during the period of this agreement, the severance pay of those Categories 5 to 8 employees and Miners, Artisans and Officials selected for retrenchment will be calculated on the wages they would have earned had they been given the same wage increments as those given by AngloGold Ashanti and

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Gold Fields set out in clause 2.1. Accordingly, the severance pay calculations would be based on the following wage increments:

1 July 2011 and 1 July 2012	
Categories 5 to 8:	9%
Miners, Artisans and Officials:	8%

#### 4.3 Rand Uranium: Employee Share Option Scheme (ESOPS)

Rand Uranium is currently in the process of changing ownership. On successful completion of the transaction, the new owners will, within 12 (twelve) months, deal with this issue.

### 5 TRAINING AND DEVELOPMENT

#### 5.1 Youth development

5.1.1 The Parties agree that within 1 (one) month of the signing of the wage agreement, discussions within existing forums at company level will be held to ensure that issues of relevance to the development of young people are dealt with.

5.1.2 Youth development strategies developed in the forums referred to in clause 5.1.1 should not result in the exploitation of young workers and should also not be discriminatory.

5.1.3 By March 2012, the Chamber will prepare a report for the Parties on the companies' initiatives relating to youth development, and also on other initiatives on this subject.

#### 5.2 Bursary schemes

The Parties confirm that bursaries are managed at company level. However, the Parties agree that:

- (a) bursary schemes must be accommodative of all categories of workers; and
- (b) an employee's job category should not be the only determinant in the consideration of bursaries.

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## 6 TRANSFORMATION OF BASIC EMPLOYMENT CONDITIONS

### 6.1 Women in mining

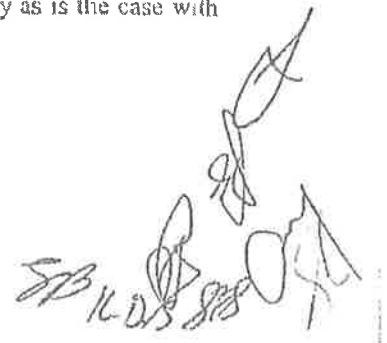
- 6.1.1 The Parties agree that there should be a process of regular consultation with representatives of female employees at mine level.
- 6.1.2 The Companies will ensure that the environment is conducive for women and that there is compliance with the Mining Charter in regard to female employees.
- 6.1.3 Where applicable, the Companies will revisit their sexual harassment policies and practices to ensure that the rights of all employees are protected.

### 6.2 Severance pay upon retrenchment

- 6.2.1 The severance pay that a retrenched employee will receive from his/her employer will not be less than R20 000.
- 6.2.2 The Companies confirm that the Unions will still be in a position to negotiate severance pay at company level while engaging the Companies in terms of section 189 of the Labour Relations Act 66 of 1995 (LRA), provided that the current practice of two weeks' basic pay per year of service will not be reduced.

### 6.3 Employment protection in the case of a going-concern transaction

- 6.3.1 The Companies will meet immediately after the wage review to determine an appropriate Chamber contribution to alleviate the plight of the former Aurora employees. This could include a monetary contribution, offers of employment where vacancies are available or any appropriate indirect contributions.
- 6.3.2 The Parties agree that the Gold and Coal negotiating forums will issue joint statements deploring the developments at Aurora and insisting that the law be enforced.
- 6.3.3 In addition, a letter will be sent to the Financial Services Board (FSB) regarding its lack of action on Aurora not paying retirement fund contributions.
- 6.3.4 Furthermore, within 3 (three) months of the signing of this agreement, the Parties will jointly request Government to do the following:
  - (a) establish a body to control liquidators in the same way as is the case with estate agents and lawyers;



- (b) institute an enquiry into why the High Court took so long to look into the matter and to relieve the liquidators of their duties, so that it does not happen again; and
- (c) introduce measures to ensure that liquidators should not rank above employees as preferred creditors.

## 7 WELLNESS AND RETIREMENT ISSUES

### 7.1 Retirement age

- 7.1.1 The Parties agree that a surface Official and Artisan's period of service can be extended to 63 years of age where these skills are required for operational reasons based on objective criteria.
- 7.1.2 The Chamber will write to the principal officers of the MEPF and Sentinel to request that their respective Boards of Trustees agree to amend the rules of the schemes to permit those surface Officials and Artisans whose period of service has been extended in terms of clause 7.1.1 to remain members of the funds until they reach 63 years.

### 7.2 Medical incapacity benefit

The current minimum medical incapacity benefit of R 20 000 will be increased by R 5 000 from the date of signature of the wage agreement and by a further R 5 000 on 1 July 2012.

### 7.3 Medical aid contribution rates

- 7.3.1 The Companies recognize that employees at the lower levels have greater difficulty in becoming members of a medical aid and the Companies want to assist such employees to achieve medical aid membership.
- 7.3.2 Therefore, in respect of Category 3 to 8 employees, the medical aid contribution rate for a member of a medical aid will be 60%(employer):40%(employee) for a period of 5 (five) years from the date of this agreement.
- 7.3.3 At least 12 (twelve) months before the expiry of this 5 (five) year period the Parties will, at company level, engage on medical aid arrangements in light of the proposed National Health Insurance Scheme and the efforts that have been made during this period at company level to contain medical aid costs.
- 7.3.4 In respect of the employer contribution rate mentioned in clause 7.3.2, it should be based on the standard contribution payable in respect of the entry-level option of the current schemes.

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#### 7.4 Affordability of schemes and benefits

- 7.4.1 The Parties agree to meet at company level in the appropriate forum to discuss the containment of medical costs and initiatives to ensure the affordability of medical aid schemes and benefits.
- 7.4.2 Issues such as the education of members of medical aid schemes, training of medical aid trustees where applicable and collaboration at company level where possible, need to be prioritized in this regard.
- 7.4.3 Parties, where appropriate, should engage with the providers of medical aid schemes in order to enhance affordability.

#### 7.5 Medical aid freedom of choice: AngloGold Ashanti

- 7.5.1 This matter is being dealt with at company level as part of an on-going process in order to investigate the possibility of additional schemes.
- 7.5.2 The existing AngloGold Ashanti Health Forum at company level will, by no later than the end of March 2012, be informed about the outcome of a company investigation into, and its decision about, alternative viable medical aid schemes.
- 7.5.3 AngloGold Ashanti will also continue with its engagement with the Unions to implement a medical aid scheme that will cover dependants of Category 3 to 8 employees.

#### 7.6 Home-Based Care

- 7.6.1 The Companies will, at company level, and in co-operation with TEBA and / or the Rand Mutual Assurance (RMA) look into the designing of arrangements to assist, in certain circumstances, ex-employees who are confined to their homes as a result of having suffered an occupational injury and who do not have medical aid coverage.
- 7.6.2 Any such arrangements can only be put in place in areas where the infrastructure to provide home-based care already exists.

### 8 HOUSING AND TRANSPORT

#### 8.1 Home ownership allowance

- 8.1.1 A home ownership allowance of a Rand amount equivalent to the Living-Out Allowance (LOA) plus a 10% premium on that allowance, will be paid in respect of those employees who comply with the following requirements:

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- (a) they earn R10 000 or less per month;
- (b) are first time buyers; and
- (c) have obtained a home loan from a registered financial institution for the purchase of a house in the reasonable proximity of the mine.

- 8.1.2 The allowance will be paid directly into the qualifying employee's bond account.
- 8.1.3 Employees will not be eligible for both the home ownership allowance and the LOA.
- 8.1.4 The recipient of the home ownership allowance must reside in the house.
- 8.1.5 The home ownership allowance will be implemented with effect from date of conclusion of the wage agreement.

**8.2 Purchase of company houses**

- 8.2.1 The purchasing of company houses will, in future, be dealt with at company rather than mine level within certain guidelines that would include a mechanism to avoid favouritism and that takes account of Companies' requirements and policies on the disposal of assets.
- 8.2.2 The issue of whether or not house prices will be discounted and the extent of any such discount will also be considered at company level.

**8.3 Living-Out allowance (LOA)**

The current Living-out Allowance (LOA) of R 1 400 per month will be increased by R 120 per month on 1 September 2011 and by a further R 120 per month on 1 September 2012.

**8.4 Transport insurance cover**

The Companies agree to either extend existing insurance policies or to take out additional insurance cover, in order to ensure that employees are covered by such policies while being conveyed to and from work by contractors engaged by the mines to provide such transport.

**9 INCREMENTS AND ALLOWANCES**

**9.1 Fatigue shift**



The Parties agree that clause 7.3 of the Core Conditions Code for Miners and Artisans will be complied with at all the Companies.

**9.2 Responsibility of a Miner**

The current allowance of R15 will be increased annually on 1 July by the same percentage as CPI at that time.

**10 CORE CONDITIONS CODES**

**10.1 Updating of Core Conditions Codes**

The Chamber agrees that all proposed updates of the Core Conditions Codes will be given to the Unions to afford them an opportunity to satisfy themselves that the updates correctly capture what had been agreed on in the Parties' collective agreements on terms and conditions of employment.

**10.2 Elimination of discriminatory practices**

The Parties agree that if there appear to be disparities in the implementation of the Core Conditions Codes at company level, these disparities can be taken up and dealt with at that level.

**11 APPROPRIATE ENTRY LEVELS**

11.1 A working group under the auspices of the Chamber will be established within 60 (sixty) days of the signing of this agreement to develop a framework of principles on appropriate entry levels for the Gold industry. It will finalise its work by March 2012.

11.2 The working group will also investigate the effects and sustainability of a roll-up, both negative and positive, and formulate a recommendation thereon for consideration by the Parties.

**12 FRAMEWORK AGREEMENT TO CO-DESIGN ARRANGEMENTS AIMED AT THE EFFECTIVE UTILISATION OF THE MINING ASSETS**

The Parties appreciate and acknowledge the threat to the future of the Gold mining industry primarily as a result of the continuing fall in production. The Parties also acknowledge that they are best placed to try and address this crisis and have thus agreed to a Framework Agreement which is attached to this agreement as Annexure B and which sets out a process of co-designing

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arrangements aimed at the effective utilisation of the mining assets and in this manner better sustaining the future of the Gold mining industry.

**13 BASIC CONDITIONS OF EMPLOYMENT ACT 75 OF 1997 (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 2011 to 30 September 2013, the following provisions of the BCEA insofar as they apply to the Mines:

- 13.1 Section 12(2)(b) – Variation to permit overtime of up to 10 (ten) hours per week, where ordinary hours of work are averaged.
- 13.2 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.
- 13.3 Section 15(1)(a) – Variation to permit periodic daily rest periods of less than 12 (twelve) hours, but not less than 8 (eight) hours, for the purpose of rapid shift changeovers.
- 13.4 Section 17(1) – Variation to the effect that shifts commencing at or after 04h00 are not regarded as night work.

**14 SETTLEMENT OF WAGES AND OTHER CONDITIONS OF EMPLOYMENT**

- 14.1 This agreement (including any Annexure hereto) will amend the existing terms and conditions of employment of the employees concerned to the extent set out herein, and are in full and final settlement of wages and terms and conditions of employment for the period from 1 July 2011 to 30 June 2013. Conditions of employment that are not amended by this agreement will continue to apply.
- 14.2 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 2011 to 30 June 2013, seek to review wages and other conditions of employment. In respect of issues referred for negotiation at mine or company level the dispute resolution provisions provided for in the Labour Relations Act 66 of 1995 will apply where necessary.
- 14.3 Neither the Mines nor the Unions, nor any of their members will call for, encourage, or participate in any industrial action on the Mines in respect of any

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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 will take such measures as may be reasonable, to ensure compliance with this clause.

**15 DISPUTE SETTLEMENT PROCEDURES**

In the event of any dispute between a Union or Unions on the one hand, and a Mine or the Mines on the other (the parties to the dispute) about the interpretation, application or implementation of this agreement, including any Annexure hereto, and taking into account clause 14.2 above:

- 15.1 Any party intending to refer the dispute for conciliation in terms of clause 15.2, shall make a reasonable effort to resolve the dispute before such referral.
- 15.2 Should the procedure mentioned in clause 15.1 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.
- 15.3 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 will not exclude the possibility of appointing a panellist from the Commission for Conciliation, Mediation and Arbitration (CCMA).
- 15.4 The decision of the arbitrator will 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.
- 15.5 Each party to any arbitration proceedings conducted in terms of this agreement will bear its own costs and will contribute equally to the costs of the arbitration.

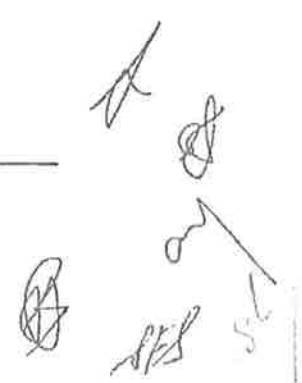
**16 IMPLEMENTATION DATE**

Unless otherwise stated, the wage increases and other changes to conditions of employment referred to in this agreement and the Annexures hereto, will be implemented with effect from 1 July 2011.

Signed at JOHANNESBURG on this 2nd day of August 2011.

For and on behalf of NUM:

Name: F. BALEY Signature: \_\_\_\_\_



Name: R.D. SIPHUNZI Signature: [Signature]

For and on behalf of UASA:

Name: SF Stehrig Signature: [Signature]

Name: F von Stroeder Signature: [Signature]

For and on behalf of SOLIDARITY:

Name: FANDEE v.d. MERW Signature: [Signature]

Name: Steele Dutt Signature: [Signature]

For and on behalf of the CHAMBER OF MINES OF SOUTH AFRICA,  
acting on behalf of the gold mining companies:

Name: E Stuydow Signature: [Signature]

Name: F. S. Baker Signature: [Signature]

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## ANNEXURE A

## ENTITIES COVERED BY THE 2011-2013 WAGE AGREEMENT

GROUP/MINE	NAME OF ENTITY	
ANGLOGOLD ASHANTI	1.1 Regional 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	
	1.3.2 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 Ashanti Health	
	GOLD FIELDS	2.1 Driefontein
2.2 Kloof		
2.3 Beatrix		
2.4 South Deep		
2.5 Gold Fields Protection Services		
2.6 Gold Fields Business and Leadership Academy		
2.7 Gold Fields Commercial Services		
2.7.1 Gold Fields Health Services West Wits		
2.7.2 Gold Fields Health Services Free State		
2.7.3 Gold Fields Shared Services		
2.7.4 Gold Fields Property Services		
HARMONY		3.1 Harmony (Free State)
		3.1.1 Brand 5
		3.1.2 Unisel
	3.2 AMF Shafts	
	3.3 Masimong Mine	
	3.4 Kusasalethu	
	3.5 Evander Gold Mines	
	3.6 Kalgold	
	3.7 Former Freegold	
	3.7.1 Bambanani Mine, including President Steyn 1&2	
	3.7.2 Joel Mine	
	3.7.3 Tshepong Mine	
	3.7.4 Phakisa Mine	
	3.7.5 Free State Business Services	
3.7.6 Ernest Oppenheimer Hospital		

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- 3.8 Doornkop Mines and Sir Albert Medical Centre and Central Services
- 3.9 Target One Shaft and Target Three Shaft Mine

**RAND URANIUM**  
Rand Uranium Cooke Operations

- 4.1 Cooke 1
- Cooke 2
- Cooke 3
- Cooke Plant
- Cooke Surface Operations
- Cooke Services

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## ANNEXURE B

**FRAMEWORK AGREEMENT TO CO-DESIGN ARRANGEMENTS AIMED AT  
THE EFFECTIVE UTILISATION OF THE MINING ASSETS**

- 1 The Parties appreciate and acknowledge the threat to the future of the gold mining industry primarily as a result of the continuing fall in production.
- 2 The Parties are in agreement that they are best placed to try and address this crisis and have thus agreed to a process of co-designing arrangements aimed at the effective utilisation of the mining assets and in this manner better sustaining the future of the gold mining industry.
- 3 A central level task team will be established and hold its first meeting within 30 days after the signature of the wage agreement.
  - 3.1 The task team will consist of a core of senior gold mining and trade union representatives (i.e. individuals and alternates appointed by name) on a more or less fulltime basis. Other experts will also participate as and when necessary.
  - 3.2 The task team will provide monthly feedback to the Gold Producers Committee (GPC) and the unions' leadership about progress, attendance by individual delegates etc.
  - 3.3 An independent facilitator will be appointed to facilitate the process.
  - 3.4 There will also be meetings between Principals on predetermined dates.
- 4 The objective of the central level task team will be to:
  - a) examine global practices; and
  - b) co-design strategies aimed at the effective utilisation of mining assets without increasing the overall working hours or compromising health and safety.
  - 4.1 In the co-designing process, the task team will inter alia have to consider all aspects relating to working arrangements, including shift systems, shift arrangements and ways to generate more productive blasts. The task team will also take cognisance of developments at company level.
  - 4.2 The leading practices must be set out in a document although the central level task team may also make interim recommendations as it comes up with ideas.

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- 4.3 The central task team might engage with national and international experts on arrangements to optimise mining assets.
- 4.4 The central task might have to embark on visits (both local and overseas) to observe first hand other or different arrangements in place at operations.
- 5 Once the central level task team has been established, company/mine level task teams will be created that will work in parallel with the central level task team.
- 5.1 The company/mine level task teams will provide regular feedback on progress and make recommendations to the central level task team.
- 5.2 Where there is a lack of progress or a deadlock in the task teams, the central level task team and the facilitator might have to become involved.
- 5.3 The company/mine level task teams will independently examine and develop mine level arrangements that would have to be changed or adopted or introduced to effectively utilise the mining assets.
- 5.4 In their deliberations, the company/mine level task teams may take into account both the interim recommendations as well as the leading practices developed by the central level task team.
- 5.5 The task teams will endeavour to conclude their work as soon as reasonably possible but would be expected to have some real results by the middle of 2012. However, the task teams can carry on their work thereafter if necessary.
- 5.6 Upon having developed mine level arrangements which are in accordance with the principles set out in clause 6, the company/mine level task teams will notify the central level task team of the agreed arrangements.
- 6 The following principles will underpin the co-designing process:
- 6.1 the process must contribute to the long-term viability of the industry;
- 6.2 the process must lead to a better utilisation of assets;
- 6.3 there must be no increase in any individual's overall working hours;
- 6.4 the principles of health and safety must be upheld;
- 6.5 the process must take place with due regard to the relevant legislation;

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6.6 working arrangements must be explored with due regard to the particular circumstances of individual operation/mine.

  
  
  
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