

**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**

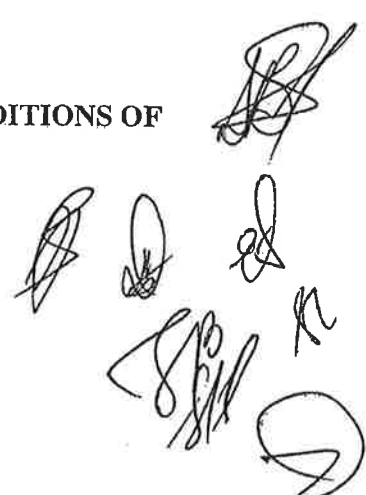
as principals and on behalf of their members as defined herein  
(hereinafter respectively referred to as the "NUM", "UASA" and "Solidarity")  
(collectively, the three unions will hereafter be referred to as "the Unions")  
(collectively, the Gold mines and Unions will hereinafter be referred to as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

regarding

**THE 2007 - 2009 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 – 8, Miners and Artisans and Officials recognition units, (the "employees").

## 2 WAGE INCREMENTS

### 2.1 Wage increments with effect from the July 2007 pay month

2.1.1 The minimum and actual wage rates of Underground Category 3 employees will be increased to R 3 000 from the July 2007 pay month.

2.1.2 The minimum and actual wage rates of Surface Category 3 employees will be increased by 10% from the July 2007 pay month.

#### 2.1.3 Machine drillers

##### (a) **AngloGold Ashanti**

- (i) The new minimum and actual wage rates of Category 5 drillers is a guaranteed R3 750 from the July 2007 pay month.
- (ii) The monthly R40 quality blast allowance will be discontinued with effect from 1 September 2007.
- (iii) As the result of sub-clause (ii), a once-off payment of R1 768 will be made in the month immediately following the implementation of this agreement, to all Category 5 drillers currently in employment.
- (iv) The minimum and actual wages of Category 5 drillers will be further increased by 8% in accordance with clause 2.2 below to R4 050, from the July 2008 pay month.

##### (b) **Harmony**

- (i) The R 250 drillers' allowance will be included in the minimum and actual wage rates of machine drillers which will be R 3 750 from the July 2007 pay month.
- (ii) The minimum and actual wages of machine drillers will be further increased by 8% in accordance with clause 2.2 below to R4 050, from the July 2008 pay month.

##### (c) **Gold Fields**

- (i) The minimum and actual wage rates of machine drillers will be increased to R3 750 from the July 2007 pay month.

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- (ii) The minimum and actual wages of machine drillers will be further increased by 8% in accordance with clause 2.2 below to R4 050, from the July 2008 pay month.

2.1.4 The minimum and actual wage rates of Category 4-8 employees, excluding machine drillers, will be increased by 8.5% from the July 2007 pay month (excluding employees referred to in clauses 2.1.1 and 2.1.2).

2.1.5 The standard rates of employees in the Miners and Artisans recognition unit, subject to clause 2.1.7 below, will be increased by 8% from the July 2007 pay month.

2.1.6 The basic rate of pay of Officials will be increased by 8% from the July 2007 pay month.

2.1.7 Artisans

(a) **Harmony and AngloGold Ashanti**

The standard rates of the Artisan designations will be increased by 10%.

(b) **Gold Fields**

(i) **West Wits**

- (aa) Underground Artisan standard rates will be increased to R12 470 as from 1 July 2007, and this amount will include the R2 000 per month market allowance, which will be discontinued.
- (bb) The surface Artisan standard rates will be increased to R11 520 as from 1 July 2007 and this amount will include the R2 000 allowance, which will be discontinued.
- (cc) The rates mentioned above are standard rates and exclude individual service increments.

(ii) **Free State**

- (aa) The underground Artisan standard rates will be increased to R12 470 from 1 July 2007.
- (bb) The surface Artisan standard rates will be increased in accordance with the standard increase. In addition, where a surface Artisan's standard rate after such increase is still below the West Wits rate, such employee's standard rate will be aligned with the West Wits rate over a 2 (two) year period.
- (cc) Where a surface Artisan's standard rate, after receipt of the standard increase, is

above the West Wits rate, such additional amount will continue to be paid as an allowance, which will be grandfathered in respect of such individual.

(dd) The Beatrix Four Shaft equalisation allowances, where currently paid, will be incorporated into standard rates.

(ee) The rates mentioned above are standard rates and exclude individual service increments.

(c) **South Deep**

The Parties will meet after the conclusion of this wage agreement to resolve the issue of South Deep Artisans.

**2.2 Wage increments with effect from the July 2008 pay month**

The minimum and actual wages of Category 3-8 employees and the standard and basic rates in respect of Miners & Artisans and Officials, will be increased with the average year-on-year CPIX increase over the six-month period October 2007 to March 2008 plus 1%, provided that these increases will not be less than 8%.

**3 RECOGNITION OF THE CONTRIBUTION MADE BY MINEWORKERS IN THE SOUTH AFRICAN ECONOMY**

**3.1 Mining museum**

The Parties agree that they will participate in the initiatives of the Mayor of Johannesburg in order to ensure that a mining museum is established in Johannesburg. This should also involve other stakeholders such as the Department of Minerals and Energy (DME) and colliery members of the Chamber.

**3.2 Monuments**

3.2.1 In respect of each gold mining town as listed in Annexure B hereto and in respect of those gold mining towns that the Parties may in future agree to, the Mines and the Unions agree to involve the local authorities in order to create working groups to plan and implement the establishment of a monument in such towns, in order to pay tribute to mineworkers, and which may at the same time also serve as a tourist attraction in that area.

3.2.2 In respect of the towns in the major labour sending areas as listed in Annexure B hereto and in respect of those towns in major labour sending areas that the Parties may in future agree to, a development agency such as The Employment Bureau of Africa (TEBA) or the Mineworkers Development

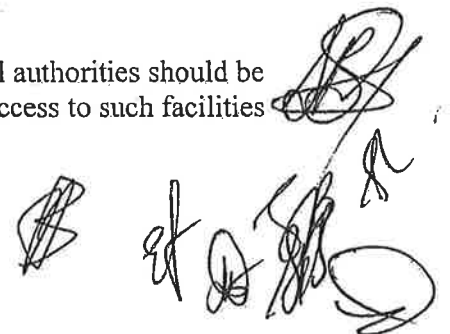
Agency (MDA) should be involved to look at similar initiatives in these areas.

#### 4 MINEWORKERS DEVELOPMENT AGENCY

- 4.1 The Companies fully support an integrated and efficient development body for the mining industry and are willing to fund appropriate projects launched by this body, which projects are viable and in line with the Companies' Social and Labour Plans and with local development initiatives.
- 4.2 The Companies believe that an integrated MDA and TEBA Development can play this role.
- 4.3 This issue will be explored as part of the Gold Sector Project, and the facilitators for that project will be requested to make recommendations in the matter.
- 4.4 The Companies commit to giving an integrated MDA/TEBA Development the opportunity to tender for development projects in areas where this integrated body is active.

#### 5 SPORTING FACILITIES

- 5.1 The Parties believe that it is important for all, but mostly for the employees themselves, that their good health and general wellbeing be maintained and promoted through their involvement in positive social activities.
- 5.2 An audit should be conducted of existing sporting facilities provided by the Mines and those that are in the vicinity of the mine, the shortcomings of such facilities and the possibility of upgrading such facilities, access to facilities and related factors.
- 5.3 In addition, a needs analysis should be done among employees to determine what the most popular sporting activity is and generate a ranking of sport activities.
- 5.4 As informed by the needs analysis referred to in clause 5.3, employees should have reasonable access to sporting facilities.
- 5.5 Provision of and access to sporting facilities will be dealt with in conjunction with the relevant union structures.
- 5.6 The Companies will make reasonable financial provision for such sporting facilities.
- 5.7 Where possible, access to facilities of the local authorities should be arranged, to ensure optimum utilisation and access to such facilities by employees.



- 5.8 The Parties will cooperate to obtain Social and Labour Plan credits for such initiatives where applicable.

## 6 LEAVE

### 6.1 Sick leave

6.1.1 Those operations that do not already provide 84 days paid sick leave over a 2 (two) year cycle, will do so. The sick leave will be allocated as follows:

- (a) An employee who is new to the industry or who does not produce a leave voucher will, on engagement, be credited with 42 days of sick leave on full pay at his monthly rate.
- (b) An employee who produces a leave voucher will, on engagement, be credited with the number of days of sick leave appearing thereon.
- (c) On each occasion an employee qualifies for annual leave on a mine, 42 days of sick leave will be added to any outstanding balance of sick leave to his credit, provided that the aggregate does not exceed 84 days.

6.1.2 Employees suffering from pulmonary MDR/XDR TB linked to risk work will be entitled to 140 days paid mine accident leave over a 2 (two) year cycle.

6.1.3 Employees suffering from non-risk related MDR/XDR TB will be entitled to 84 days paid sick leave over a 2 (two) year cycle. Upon exhaustion of this sick leave entitlement, an employee will be entitled to a further 183 days paid sick leave at the rate of 33% of the employee's monthly rate if the employee contributes to the Unemployment Insurance Fund, or 50% of the employee's monthly rate if the employee does not contribute to the Unemployment Insurance Fund.

### 6.2. Mine accident leave

Mine accident leave will be standardised for all employees at 140 days paid leave over a 2 (two) year cycle. However, if an employee requires additional mine accident leave upon exhaustion of this mine accident leave entitlement, it will be dealt with compassionately at mine level.

### 6.3 Family responsibility leave

All employees will be entitled to four days paid family responsibility leave as defined in the Basic Conditions of Employment Act (BCEA) per annum.

## 7 RETIREMENT FUND CONTRIBUTION RATES

The issue of employer contribution levels towards retirement will be added to the list of issues of the Subcommittee of the "Summit Steering Committee on Retirement", for investigation and subsequent recommendation.

## 8 FUNERAL COVER

- 8.1 The funeral cover for employees currently covered by the Rand Mutual Association (RMA) policy will be increased to R 22 500 on conclusion of the re-brokering as provided for in clause 8.2.
- 8.2 The increased funding of the re-brokered policy referred to in clause 8.1, will be done on the existing co-contributory basis of 50/50 by the Company and the relevant employee.
- 8.3 Funeral cover in respect of the dependants of employees covered by the RMA policy, including employees' children who are disabled irrespective of their age, will be referred to the Subcommittee of the "Summit Steering Committee on Retirement", for investigation.

## 9 HEALTH CARE

### 9.1 Medical incapacity benefit

- 9.1.1 The minimum lump sum payment paid to employees whose services are terminated on the basis of medical incapacitation will be increased to R 10 000.
- 9.1.2 From 1 July 2008, the Companies will annually in July increase the minimum lump sum payment referred to in clause 9.1.1 in line with the average increases in the CPIX rate for February, March and April of the relevant year.

### 9.2 Medical schemes freedom of choice

The Companies will continue with processes that are currently in place at company level, which are reviewing the delivery of health care.

## 10 BONUSES

The Parties agree that, to the extent that this has previously been the case, bonuses will remain determined at mine level.

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## 11 MEAL INTERVAL ALLOWANCE FOR PLANT WORKERS

The same arrangements that apply at Company level in respect of underground workers who are unable to take a lunch break because the nature of their work is such that they cannot leave their work stations for the duration of their shifts will also apply to **AngloGold Ashanti** and **Harmony**'s cycle of shift plant workers and **Gold Fields**' plant workers

## 12 CONTRACTORS

12.1 Companies will introduce a general guiding principle for their mines that the conditions of employment of contractors should be in line with generally acceptable conditions of service.

12.2 'Generally acceptable' conditions will differ from case to case, depending on, for instance, whether start-up enterprises are encouraged, the labour or skill intensity of the contract, and whether the contractor is subject to sectoral determinations or bargaining council agreements.

12.3 The Companies will ensure that compliance with the principle set out in clause 12.1 will be monitored.

12.4 To ensure proper monitoring and enforcement, the issue of contractors will be a regular item on the agenda of joint labour and management meetings, be they held on a monthly or quarterly basis.

## 13 CORE CONDITIONS CODES

13.1 The Gold Core Conditions Code for Miners & Artisans will be updated. This process will be finalised as soon as possible but not later than 12 months after the conclusion of this wage agreement.

13.2 The Companies will file the terms and conditions for Officials which exist at the different Companies, with the Chamber, within this period of time.

## 14 BUS FARES

The Companies will, where necessary, increase existing bus fares to ensure that the bus fares payable to novice and ex-leave employees are in accordance with the bus fare tariffs of Transnet or an equivalent service provider, as adjusted from time to time.

## 15 LONG SERVICE AWARD

The Parties agree that the acknowledgment of long service should be dealt with at Company level, within the existing financial arrangements applicable to long service awards in the respective Companies.

## 16 BUSINESS TRAVEL FOR OFFICIALS

All Companies not currently paying the South Africa Revenue Service (SARS) rate will increase their reimbursive business travelling allowance on signature of this agreement in accordance with CPIX and will further increase such rate annually on 1 July in accordance with CPIX, until such rate is equal to the SARS rate.

## 17 ACTING ALLOWANCE FOR OFFICIALS

### 17.1 AngloGold Ashanti

The Company will shorten the period during which an Official will be acting without being paid an acting allowance provided for in the Acting for Officials Policy from the current 6 (six) months to 3 (three) months. All other provisions in the policy will remain unchanged.

### 17.2 Gold Fields and Harmony

The existing arrangements in respect of acting will remain in place.

## 18 MERIT BASED INCREASE SYSTEM FOR THE CALCULATION OF OFFICIALS' REMUNERATION

18.1 The Parties agree to engage at Company level over the period of the 2007 – 2009 wage agreement, with remuneration experts where necessary, regarding the formulation of a merit based increase system in respect of Officials.

18.2 The formulation of the merit based increase system will be based on principles aimed at ensuring that the system is:

18.2.1 fair to all Officials;

18.2.2 easy to understand;

18.2.3 consistently applied;

18.2.4 capable of accurate measurement;

18.2.5 workable;

18.2.6 objective in its application; and

18.2.7 implemented in a manner that provides for arrangements for appropriate managers and staff to be trained to ensure efficient implementation.

**19 STANDBY AND CALL OUT ALLOWANCES FOR MINERS & ARTISANS AND FOR OFFICIALS**

The current conditions of employment applicable to these employees will remain unchanged.

**20 SUBSTITUTION ALLOWANCE FOR MINERS AND ARTISANS**

20.1 The substitution payment for Miners will be increased to R15 per shift.

20.2 The existing provisions of clause 4.10 of the Gold Code (Miners & Artisans) will remain in place. However, in addition thereto, the following principles will apply:

20.2.1 Where an Artisan substitutes for more than one Artisan, a total additional rate of 0.7% percent of the Artisan's standard rate of pay per substitute shift will apply, irrespective of the number of absent Artisans being substituted.

20.2.2 Where it is reasonably possible for an Artisan to be required to assume responsibility for more than one level, a total additional rate of 0.5% of the Artisan's standard rate of pay per shift will apply, irrespective of the number of levels. This arrangement will be applicable to Artisans who, in the course of their normal duties, do not work on more than one level. Artisans excluded from this arrangement include those working in stoping, development, horizontal transport and vertical transport operations.

**21 MINERS' CONTRACT EARNINGS**

The Companies will engage with the Unions at mine level about those employees that still have Miners' contract agreements in terms of clause 2 and Appendices D and E of the Gold Code (Miners & Artisans).

**22 ALLOCATION OF MORE THAN ONE PANEL TO MINERS**

Within 3 (three) months of the conclusion of the central wage agreement, the Parties will develop principles that will regulate the allocation of more than one panel to Miners whose performance and capabilities warrant such allocation.

**23 LIVING OUT ALLOWANCE/ACCOMMODATION ALLOWANCE**

23.1 The Living Out Allowance (LOA) will be increased to R 1 200 by September 2008 as follows:

23.1.1 an increase of R 100 in September 2007; and

23.1.2 an increase of R 100 in September 2008.

23.2 In addition to the provisions in clause 23.1, and in respect of **Gold Fields** employees:

23.2.1 all existing policies will remain in place;

23.2.2 in addition, the LOA mentioned in clause 23.1 above will be extended to Miners & Artisans and to Officials who are not on the Gross Remuneration Package (GRP). who are living in company accommodation but wish to vacate such accommodation in order to purchase or rent elsewhere, provided that the GRP arrangements pertaining to living-out will apply to Officials who are on GRP and to those Miners & Artisans should they at some stage in the future go on to GRP; and

23.2.3 discussions relating to management of the use of the LOA will take place at company/mine level.

**24 COMPANY SPECIFIC ISSUES**

The agreements reached by the Parties in respect of company specific issues are set out in Annexure C hereto.

**25 FAMILY LEAVE OVER THE CHRISTMAS PERIOD**

**25.1 Gold Fields and Harmony**

The Parties have agreed to discuss this issue at mine level in terms of the existing 2005-2007 Chamber wage agreement with the objective of finding workable solutions that meet the needs of the Parties.

**25.2 AngloGold Ashanti**

25.2.1 The Parties re-confirm their commitment to a family break in principle over Christmas. Furthermore, it is acknowledged that the site specific negotiations and implementation of arrangements take place at mine level.

25.2.2 However, the Parties share a concern over the adverse health, safety and production implications of the manner in which the break is negotiated and implemented at mine level.

25.2.3 The Parties therefore agree to negotiate and agree a framework of principles at Company level by the end of

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March 2008 in terms of which mine level arrangements will then be concluded for Christmas 2008.

## 26 SKILLS DEVELOPMENT AND TRAINING

- 26.1 The Parties will pursue the objective of special training for machine drillers at a recognised institution that would ensure that drillers acquire the skills needed to ensure a quality blast.
- 26.2 The Parties will pursue the training and development of Artisans with the involvement of the Mining Qualifications Authority (MQA) to ensure that the necessary training standards are complied with.
- 26.3 Where appropriate and possible, the facilitators for the Gold Sector Project will assist with these initiatives.

## 27 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 2007 to 30 September 2009, the following provisions of the BCEA insofar as they apply to the Mines:

- 27.1 Section 12(2)(b) – Variation to permit overtime of up to ten hours per week, where ordinary hours of work are averaged.
- 27.2 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.
- 27.3 Section 15(1)(a) – Variation to permit periodic daily rest periods of less than twelve hours, but not less than 8 (eight) hours, for the purpose of rapid shift changeovers.
- 27.4 Section 17(1) – Variation to the effect that shifts commencing at or after 04h00 are not regarded as night work.

## 28 SETTLEMENT OF WAGES AND OTHER CONDITIONS OF EMPLOYMENT

- 28.1 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 is in full and final settlement of wages and terms and conditions of employment for

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the period from 1 July 2007 to 30 June 2009. Conditions of employment that are not amended by this agreement will continue to apply.

- 28.2 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 2007 to 30 June 2009, seek to review wages and other conditions of employment. 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 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.

## 29 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:

- 29.1 Any party intending to refer the dispute for conciliation in terms of clause 29.2 below, shall make a reasonable effort to resolve the dispute before such referral.
- 29.2 Should the procedure mentioned in clause 29.1 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.
- 29.3 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).
- 29.4 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.

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29.5 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.

**30 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 2007.

Signed at JOHANNESBURG on this 30<sup>th</sup> day of August 2007.

For and on behalf of NUM:

Name: F. Baleni Designation: General Secretary

Signature: 


As witness:

Name: SEON BOSWANA Designation: CHAIRPERSON

Signature: 

For and on behalf of UASA:

Name: T.S.P. Kruger Designation: DIV. MANAGER

Signature: 

As witness:   
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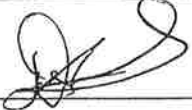


Name: \_\_\_\_\_ Designation: \_\_\_\_\_

Signature: \_\_\_\_\_

For and on behalf of SOLIDARITY:

Name: D. VERHEULEN Designation: NATIONAL ORGANISER

Signature: 

As witness:

Name: S L Scott Designation: President

Signature: 

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

Name: F. S. Barker Designation: chair

Signature: 

As witness:

Name: E Strydom Designation: Chief Negotiator

Signature: 







## ANNEXURE A

## ENTITIES COVERED BY THE 2007 - 2009 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
	1.3.1.4	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 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 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 1
	3.1.2	Brand 2
	3.1.3	Brand 5
	3.1.4	Harmony 2
	3.1.5	Merriespruit 1
	3.1.6	Merriespruit 3
	3.1.7	St Helena
	3.1.8	Unisel
	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
	3.7.5	Tshepong Mine
	3.7.6	Free State Business Services
3.7.7	Ernest Oppenheimer Hospital	
3.8	North West Operations (Ex – ArmGold)	
3.9	Target Mine	

ANNEXURE B

MAJOR GOLD MINING TOWNS AND MAJOR TOWNS IN  
LABOUR SENDING AREAS

MAJOR GOLD MINING TOWNS

Klerksdorp  
Carletonville  
Welkom  
Secunda  
Virginia  
Odendaalsrus  
Randfontein

MAJOR TOWNS IN LABOUR SENDING AREAS

Lusikisiki  
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## ANNEXURE C

## COMPANY SPECIFIC ISSUES

## 1 ANGLOGOLD ASHANTI

## 1.1 Public holiday allowances for Enrolled Nurse Auxiliaries (ENA)

1.1.1 In response to a public holiday pay demand for ENA, AngloGold Ashanti has offered to apply Officials' Conditions of Service to these employees.

1.1.2 The Parties agree to pursue further talks on this issue after the conclusion of the 2007-2009 wage review.

## 1.2 Foremen and Winding Engine Driver Coordinators

1.2.1 AngloGold Ashanti commits to review the remuneration of Foremen and Winding Engine Driver Coordinators after the conclusion of the 2007-2009 wage agreement.

1.2.2 Such a process will be completed before the end of 2007.

## 2 HARMONY

## 2.1 Holiday leave allowance (HLA) for Officials

HLA will be dealt with as follows:

2.1.1 Those employees employed in terms of the grandfathered package conditions will continue to receive 100% of their package, paid on leave qualifying shifts, when proceeding on annual leave.

2.1.2 Those employees employed in terms of the new Harmony conditions, ie basic plus benefits, will receive 10% of their annual basic rate, paid on leave qualifying shifts, in November each year.

## 2.2 Labour Ward allowance

A labour ward allowance will be paid to nursing staff on a pro rata basis for time spent in the labour ward during the delivery of a baby. This allowance will be based on the same criteria and rates as those paid in Intensive Care Unit (ICU), Theatre and Casualty.

## 2.3 Foremen

2.3.1 Harmony commits to review the remuneration of Foremen after the conclusion of the 2007-2009 wage agreement.

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2.3.2 Such a process will be completed before the end of 2007.

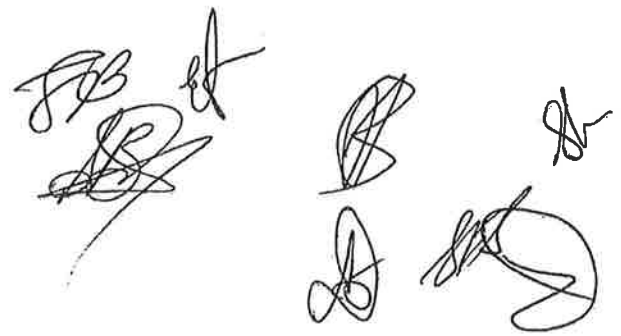
3 **GOLD FIELDS**

3.1 **South Deep**

The Parties will meet after the conclusion of this wage agreement to resolve the issue of South Deep Artisans.

3.2 **Foremen**

Gold Fields is currently reviewing the remuneration of Officials, including Foremen, as part of the GRP process, and will continue to do so.

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