

## **APPENDIX I-B**

# **Project Description**

*NWT Diamonds Project*



THIS AGREEMENT is effective the       day of

BETWEEN

(hereinafter called the "Operator")

OF THE FIRST PART

- and -

ECHO BAY MINES LTD., a body corporate, incorporated under the Laws of Canada, having its Head Office in the City of Edmonton, in the Province of Alberta

(hereinafter called "EBM")

OF THE SECOND PART

WHEREAS EBM has obtained a licence from the Department of Indian Affairs and Northern Development to use and occupy certain lands in the Northwest Territories for the purpose of constructing and operating an access road from Tibbet Lake to EBM's Lupin Mine at Contwoyto Lake.

AND WHEREAS such access road is a seasonal road constructed largely on frozen lakes, rivers and streams and is therefore useful only during a short period of time each winter (which period varies with the weather conditions encountered).

AND WHEREAS Operator wishes to utilize such access road for the purposes of hauling goods in quantities exceeding three (3) ton.

Therefore The Parties Agree As Follows:

1. In this Agreement:

- (a) "Dangerous Goods" means at any time Goods of any nature or kind which either:
  - (i) any legislation then in force restricts or controls the storage, handling or transportation of, including without limitation *The Transportation of Dangerous Goods Act (Canada)*, *The Transportation of Dangerous Goods Act 1990* (Northwest Territories) and regulations thereunder, or

- (ii) constitute "deleterious substances" or "contaminants" under *The Fisheries Act (Canada)* or *The Environmental Protection Act* (Northwest Territories),
- (b) "Goods" means all materials, equipment, substances or products of whatsoever nature or kind,
- (c) "Licence" means Licence #75 M/11-1-2 issued by the Licensor;
- (d) "Licensor" means Her Majesty the Queen in right of Canada as represented by the Department of Indian Affairs and Northern Development,
- (e) "Licence Area" means the lands described in the sketch appended hereto;
- (f) "Term" means the period from January 1st to April 15, 1994; and
- (g) "Winter Road" means the road (primarily an ice road) constructed by EBM in the Licence Area.

2 Subject to Operator complying with the terms and conditions of this Agreement, EBM grants to Operator (including any contractors or agents retained by the Operator and approved by EBM) a non-exclusive, non-assignable permission to use EBM's Winter Road for the purposes of transporting Goods on the Winter Road. In this Agreement all reference to the Operator or EBM shall include their respective directors, officers and employees, where applicable.

3. Subject to EBM's rights to close or suspend use of the Winter Road or portions thereof as specified below, the permission granted herein shall only continue during the Term and shall apply only insofar as the uses referred to in this Agreement. EBM does not, by entering into this Agreement, undertake to construct, maintain or operate the Winter Road for a specific period of time or at all and EBM shall have no liability to Operator if Operator is unable to make the use it desires of the Winter Road.

4. Operator acknowledges that the Winter Road is constructed primarily over terrain (tundra, lakes, rivers and streams) which can only be used when frozen sufficiently to both facilitate passage and protect the terrain from damage. As a consequence EBM shall have the right to suspend usage of, or close, all or any part of the Winter Road when, in EBM's sole discretion, continued use of the Winter Road or portion involved may be unsafe or may threaten the future usefulness of the Winter Road or may result in EBM being in breach of its obligations under the Licence.

5 Operator shall pay to EBM the sum of \$0.13 per loaded ton/kilometre for Goods transported on the Winter Road (in either direction) and shall reimburse EBM for any taxes or other assessments levied on EBM in relation to the Licence Area by reason of Operator's use of the Winter Road and its activities in relation thereto. Operator is advised that the consideration paid to EBM is based on Operator bearing a share of EBM's cost of constructing, maintaining, replacing and operating the Winter Road ("Winter Road Costs") which is proportionate to Operator's estimated use of the Winter Road (in ton/kilometres) compared to EBM's estimate of total usage by all commercial users, including EBM, of the Winter Road (in ton/kilometres).

EBM will allow any independent auditors properly engaged in public practice in Alberta or the Northwest Territories and retained by the Operator at the Operator's expense to review EBM's records relating to the Winter Road Costs to verify the reasonableness of EBM's charge in relation to both the costs incurred and to be incurred and the estimated usage provided such auditors covenant to keep confidential all specific information made available to them for the purposes of their reasonableness check.

6. Operator's use of the Winter Road shall be entirely at the Operator's risk. Neither EBM nor the Licensor shall have any liability to the Operator (including any contractors or agents retained by the Operator) for any loss or damage suffered by Operator (including any contractors or agents retained by the Operator) directly or indirectly as a result of its use of the Winter Road howsoever and whensoever caused, including without limiting the generality of the foregoing, negligence of EBM or the Licensor, or their respective contractors or agents, or any of the following:

- (a) delays in the construction, maintenance, repair, replacement or operation of the Winter Road;
- (b) the state of repair or maintenance of the Winter Road or lack thereof, however arising;
- (c) the acts or omissions of any person using the Winter Road;
- (d) the promulgation (or lack thereof) of rules and regulations by EBM or the Licensor; and
- (e) the erection (or failure thereof) by EBM of warning signs relative to the Winter Road.

Notwithstanding the foregoing, collision damage to Operator's vehicles to the extent attributable to the negligence of EBM, its employees or agents is not excluded by this paragraph 6

7. The Operator shall, prior to making any use of the Winter Road, provide EBM with:
  - (a) an estimate of the quantities of Goods proposed to be shipped on the Winter Road (including start and end points of shipment on the Winter Road);
  - (b) Operator's plan relative to clean-up of any spills or other debris in the Licence Area or repair of damage to the Winter Road, in either case resulting from Operator's use of the Winter Road;
  - (c) a description of Operator's equipment, facilities and personnel available (including location) for clean-up of spills or repair or damage cause to the Winter Road or other terrain in its Licence Area,
  - (d) a list of the contractors or agents, if any, and the employees proposed to be used by the Operator, in its use of the Winter Road during the term;
  - (e) a list of the vehicles and loading proposed to be used in the transportation of goods on the Winter Road, and
  - (f) the name of Operator's representative(s) (on a 24 hour a day basis) for the purposes of this Agreement.

The Operator shall give EBM specific prior notice of each occasion on which it intends to use the Winter Road for the transportation of Dangerous Goods. Such notice shall specify the nature of the Dangerous Goods, the quantity of Dangerous Goods involved, the portions of the Winter Road used and complete details as to the type of vehicles and containers proposed to be used. Such notice shall be given not less than 24 hours prior to the proposed commencement of use of the Winter Road to transport the Dangerous Goods. EBM shall have the right to inspect the Dangerous Goods, the transporting vehicles(s) and container(s) and all papers related to such transportation and to either restrict (see paragraph 8(c)) or set special conditions applicable to the use of the Winter Road for the carriage of such Dangerous Goods. The granting of any permission by EBM for the Operator to use the Winter Road (with or without special conditions) for the carriage of Dangerous Goods shall not reduce or limit the Operator's liability under this Agreement for any loss or damage which occurs as a result of such use.

8 Notwithstanding the execution of this Agreement and any other specific rights of inspection or control provided to EBM in this Agreement, EBM shall have the right to prevent the Operator from making use of the Winter Road, if in EBM's sole reasonable opinion:

- (a) Operator is unlikely to be able to safely use the Winter Road having regard to the vehicles and loading proposed,
- (b) Operator is unlikely to be able to quickly clean-up any spills which may occur or to remedy any damage potentially caused,
- (c) the Operator proposes to transport Dangerous Goods in any circumstances which EBM considers as constituting, due to their hazardous nature, an unacceptable risk to the environment or EBM (insofar as its liability obligations under the Licence), or
- (d) the Operator proposes to use a contractor or agent which, or an employee who, EBM has not approved, such approval not be unreasonably withheld.

If at any time the Operator wishes to use the winter Road to haul a load which exceeds the weight restrictions then being imposed by EBM, the Operator shall advise EBM of all details relevant to such load and obtain EBM's specific prior approval (confirmed by fax) to the use of the Winter Road to transport such load. Any approval by EBM may contain special terms and conditions to be followed by the Operator and may be issued on the condition that the Operator is responsible for any extraordinary costs involved by EBM in relation to the use of the Winter Road for the carriage of the over weight load.

9. EBM shall advise the Operator of each occasion on which EBM proposes to conduct a regularly scheduled check of the depth of ice on the Winter Road. Such notice shall be given at least 24 hours in advance of the scheduled commencement of the check. The Operator shall have the right, at its expense, to have its personnel accompany EBM's personnel while conducting the check. In any case where a check of ice conditions is required on an emergency basis, EBM may commence the check without giving the Operator prior notice but shall advise the Operator as soon as practicable of the nature and location of the checks being made and the Operator shall be entitled to have its personnel accompany EBM's personnel in performing such checks as soon as its personnel are able to get to the appropriate location(s).

Where the Operator requests that a check of ice be made and EBM agrees that a check is reasonable in the circumstances, EBM will proceed to carry out the check and the Operator's personnel may accompany EBM's personnel. Where the Operator requests that a check be made and EBM refuses to perform the same, the Operator may carry out such check. In any such

case the Operator will advise EBM of the place and time of the check and EBM shall have the right to have its personnel present.

10 The Operator shall clean up all spills of Goods and any substances originating in the Operator's vehicles or equipment in the Licence Area and repair any damage to terrain in the Licence Area, in either case to the standard required by the Licensor or any legislation. Upon expiry of the Term, Operator shall remove from the Winter Road all buildings, equipment, materials, fuel or other storage containers utilized by Operator.

11 Operator shall immediately report to EBM details of any accident, spill or travel infraction which Operator becomes aware of relative to use of the Winter Road. Operator shall also advise EBM of any damage to terrain in the Licence Area of which Operator becomes aware.

12. Operator shall comply (and ensure compliance by its contractors, employees and agents) with all rules and regulations issued by EBM relative to use of the Winter Road, including without limitation the following:

- (a) all vehicles are subject to search by EBM's representatives at any time while on the Winter Road where EBM has reasonable cause to believe that the vehicles are transporting alcohol, drugs or Dangerous Goods;
- (b) maximum speed limits will be set by EBM;
- (c) alcohol and drugs are prohibited on the Winter Road, and at any camps on the Winter Road;
- (d) vehicle separation is mandatory with the minimum separation being one-half kilometre between vehicles;
- (e) vehicles are not to travel alone and a minimum of two vehicles are to travel together (subject to the minimum separation) at all times;
- (f) road maintenance is not to be interfered with or hindered in any way and is to take precedence over hauling;
- (g) road closures will be set by EBM's representatives as required at EBM's sole discretion;



- (h) fuel and Dangerous Goods spills must be reported immediately to EBM and the environmental protection agency (through the spill line, telephone number 403-920-8130),
- (i) drivers are required to rest a minimum of 8 hours in any 24 hour period,
- (j) all drivers will stop when requested to do so by EBM,
- (k) overland travel shall be suspended if rutting or gouging occurs; and
- (l) survey monuments shall not be damaged or moved

EBM will advise the Operator by signs on the Winter Road or by fax of changes made from time to time in the rules applicable to the use of the Winter Road. Until the Operator (or its personnel or contractors) receives notice of any change by either of the forms of notice specified, the rules in effect prior to the change will be deemed to be in effect for the purposes of this Agreement

13 In addition to using its best efforts to ensure that its employees comply with the rules of the road set out above, the Operator shall, upon being advised or made aware of any infraction by its employees of said rules, impose or cause to be imposed on such employees the following penalties, to the extent applicable having regard to terms of employment:

- (a) exceeding the speed limit
  - (i) first offence - three (3) days suspension without pay;
  - (ii) second offence - seven (7) days suspension without pay;
  - (iii) third offence - the driver will be banned from driving on the Winter Road for the remainder of the haul season; or
  - (iv) accident resulting from speeding - the driver will be banned from driving on the Winter Road for the remainder of the haul season.
- (b) alcohol and drugs
  - (i) the driver will be banned from driving on the Winter Road (the driver will not be permitted to continue the trip during which the infraction was discovered).

- (c) vehicle separation infractions
  - (i) first offence - written warning,
  - (ii) second offence - three (3) days suspension without pay;
  - (iii) third offence - seven (7) days suspension without pay;
  - (iv) fourth offence - the driver will be banned from driving on the Winter Road for the remainder of the haul season
- (d) interference with road maintenance activities:
  - (i) first offence - written warning;
  - (ii) second offence - the driver will be banned from driving on the Winter Road for the remainder of the haul season
- (e) ignoring a road closure posting
  - (i) first offence - seven (7) days suspension without pay;
  - (ii) second offence - the driver will be banned from driving on the Winter Road for the remainder of the haul season.
- (f) non-reporting of fuel or Dangerous Goods spills:
  - (i) first offence - seven (7) days suspension without pay;
  - (ii) second offence - the driver will be banned from driving on the Winter Road for the remainder of the haul season.
- (g) failure to observe required rest period:
  - (i) first offence - written warning;
  - (ii) second offence - three (3) days suspension without pay;
  - (iii) third offence - seven (7) days suspension without pay;

- (iv) fourth offence or (i), (ii) or (iii) above, coupled with any other offence - the driver will be banned from driving on the Winter Road for the remainder of the haul season
- (h) refusal to stop when requested to do so
- (i) the driver will be banned from driving on the Winter Road for the remainder of the haul season

The Operator shall also require that any contractor or agent retained by the Operator contractually imposes, to the extent possible, all of the aforementioned penalties on its employees, having regard to the terms of their employment.

14 Operator acknowledges that the Winter Road has been constructed by EBM primarily for its own use and that significant quantities of EBM goods and fuel are scheduled to be transported on the Winter Road. It shall be Operator's responsibility to schedule its use of the Winter Road with EBM such that its usage does not conflict with EBM's proposed use. Operator shall bear all costs or losses (of either Operator or EBM) arising as a result of Operator failing to properly schedule its use of the Winter Road with EBM.

Without limiting the generality of the foregoing and to assist in co-ordinating their respective use of the Winter Road, EBM and the Operator will provide to each other, by fax, their then current dispatch for vehicles using the Winter Road at least three times a day within the following time periods:

0800	-	0830 hours
1200	-	1300 hours
1800	-	1900 hours

In addition to providing the daily dispatch information specified, EBM will advise the Operator of all road closures and openings as soon as is practicable after such information is available.

15. EBM shall have the right to terminate this Agreement on notice to the Operator in any of the following circumstances:

- (a) if the Operator shall fail to fulfil any obligation under this Agreement and such failure shall continue for more than ten (10) days after notice from EBM to remedy the same;

- (b) if the Operator shall become bankrupt or insolvent or acknowledges its bankruptcy or insolvency or be ordered wound up by a court of competent jurisdiction or make a general assignment for the benefit of creditors or have a receiver, receiver and manager or trustee in bankruptcy appointed on its behalf

16 Neither EBM nor the Operator shall be liable to the other for any failure to perform or delay in the performance of, its obligations hereunder, nor be deemed to be in breach of this Agreement if such failure or delay has arisen from "Force Majeure" "Force Majeure" means circumstances and conditions beyond the control of the party affected thereby which render it impossible for such party to fulfil its obligation under this Agreement or which will delay such fulfilment. Force Majeure shall include, but not be limited to, the following matters: war; acts of foreign enemy; civil war, earthquake, flood, fire or other natural physical disaster; strike or lock-out Shortages of labour, materials, transportation or utilities shall not constitute Force Majeure unless caused by circumstances which are themselves Force Majeure. Lack of finances or inability to perform because of the financial condition of a party shall not constitute Force Majeure.

If either EBM or the Operator is prevented from, or delayed in, performing any of its obligations under this Agreement by Force Majeure, such party shall as soon as possible notify the other party of the circumstances constituting Force Majeure and of the obligations the performance of which will thereby be delayed or prevented and the party giving the notice shall thereupon be excused the performance or punctual performance, as the case may be, of such obligations in the period of time directly attributable to such prevention or delay.

17. The Operator shall at all times during the period in which the Operator is involved in any way in using the Winter Road maintain (and cause its contractors or agents to maintain) the following insurance coverage.

- (a) Workers' Compensation insurance covering all employees engaged in such work in accordance with the statutory requirements of the applicable authority;
- (b) vehicle/aircraft/watercraft/snowcraft liability insurance covering all motor vehicles, aircraft, watercraft or snowcraft owned, operated, leased, licensed or chartered by or on behalf of the Operator, its contractors and agents providing coverage for the injury or death of one or more persons and the damage or destruction of property (including loss of use thereof) as a result of any one accident or occurrence to a limit of not less than 6 million dollars;
- (c) a policy of comprehensive general liability insurance providing coverage for EBM, the Operator, its contractors and agents and their directors, officers, and

employees for damages relating to bodily injury or death sustained by any person or persons, personal injury, damage to or destruction of property (including damage or loss sustained by reason of loss of use thereof (such loss of use to include the loss of use of property which has not been injured, destroyed)) by or due to an accident or occurrence in an amount of not less than 6 million dollars,

- (d) if requested by EBM in circumstances where such coverage is not reasonably provided through any other of the insurances referred to above, insurance affording environmental protection coverage with limits of liability of not less than 2 million dollars in respect of each occurrence or accident.

All policies of insurance required to be provided by the Operator shall be subject to the approval of EBM as to the insurer and as to the adequacy of the protection. The Operator shall furnish, and cause each contractor or agent engaged by it to furnish, to EBM, prior to commencement of any work, certified copies or satisfactory evidence of the obtaining and maintaining in force of all required insurance. All such policies shall contain a provision that the policies cannot be cancelled or materially altered without at least thirty (30) days prior written notice to EBM. All policies which do not insure EBM as a named insured shall include a waiver of subrogation in favour of EBM, its directors, officers and employees.

18. The Operator shall indemnify and save harmless EBM (including its directors, officers and employees) from any and all claims, demands, losses, costs, damages, actions, suits or proceedings by whosoever made, sustained, brought or prosecuted in any manner based upon, occasioned by or attributable to.

- (a) the acts or omissions of the Operator (including its contractors or agents) and their respective employees in the License Area or on the Road; or
- (b) the performance, non-performance or improper performance of its obligations under this Agreement by the Operator (including contractors and agents) and their respective employees, whether occasioned by negligence or otherwise;

and whether the same arises before or after termination of this Agreement.

19. The Operator shall, in using the Winter Road and in performing its obligations pursuant to this Agreement, comply with all laws, regulations, codes and other requirements of governmental authorities applicable thereto.

The Operator shall cause any of its contractors or agents using the Winter Road and performing obligations on behalf of the Operator pursuant to this Agreement, to comply with

all laws, regulations, codes and other requirements of Governmental authorities applicable thereto.

The Operator further undertakes that all its employees and its contractors or agents, using the Winter Road, will be experienced and skilled in their tasks and that all vehicles and equipment utilized will be in good operating condition, properly maintained and fully equipped with all safety, clean-up and survival equipment required by EBM.

20. All notices, including requests, demands, invoices and other communications pursuant to this Agreement shall be in writing and shall be deemed to have been given only if personally delivered or mailed by prepaid registered mail or faxed

TO EBM AT·           Echo Bay Mines Ltd  
Box 93  
Nisku, Alberta  
TOC 2GO  
Attention: Director, Transportation  
Fax. (403) 890-7060

TO OPERATOR AT.

Any notices personally delivered in the manner set out herein shall be deemed given when personally delivered and any notices mailed in the manner set out below shall be deemed given on the third (3rd) business day following the day of mailing (in the absence of postal disruptions) and any notices faxed shall be deemed given on the business day following the day of faxing.

Either party may from time to time by proper notice, change its address as detailed herein.

21. Time shall be of the essence of this Agreement.

22. Captions and headings appearing in this Agreement are inserted merely to facilitate reference and shall have no bearing on the interpretation of the provisions hereof.

23 In the event any of the terms or conditions of this Agreement or the application of any such terms and conditions to any party or circumstance shall be held invalid by any court or other regulatory authority having jurisdiction, the remainder of this Agreement or the application of the terms and conditions contained herein to parties or circumstances other than those as to which it is held invalid shall not be affected thereby.

24. This Agreement shall when duly executed constitute the entire contract between the parties and shall supersede and replace all other existing agreements between the parties in respect of the subject matter hereof.

25 The obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not in limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

26. No action or failure to act by a party shall constitute a waiver of any right or duty of either of the parties under this Agreement nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereof, except where specifically agreed to in writing.

27. The law of the Northwest Territories shall govern the interpretation of this Agreement and the parties hereby attorn to the jurisdiction of the courts in the Northwest Territories.

28. This Agreement may be executed in counterparts each of which shall be deemed to be an original and all of which shall be construed together as one original instrument.

29. Termination of this Agreement shall not affect the validity of any provisions of this Agreement which are, expressly or by implication, to serve or take effect on or after such termination or to continue to apply after termination

30. If the Operator disagrees with any rules, regulations or decisions of EBM relating to the use of the Winter Road made by EBM pursuant to its authority under this Agreement and made after the date of this Agreement, the Operator shall give notice to EBM within 7 days of receipt of notice of the rule, regulation or decision of EBM which is disputed setting out the basis of the dispute. If the Operator gives EBM the required notice, EBM agrees that, insofar as EBM is concerned, any right of the Operator to refer such dispute to the Director (as defined in the License) for resolution shall not be prejudiced so long as the Operator refers the dispute to the Director prior to the date which is 30 days after the date of closure of the Winter Road and further that compliance by the Operator with the rule, regulation or decision in the interim shall be without prejudice to any such right of referral to the Director. Unless and until the Director varies a rule, regulation or decision of EBM such rule, regulation or decision shall be in force

and complied with. Decisions of the Director on any deferred dispute shall have no retroactive effect unless the Director so directs and the Director has the authority to make that direction.

EXECUTED BY THE PARTIES effective as the day and year first set out above

**ECHO BAY MINES LTD.**

Per. \_\_\_\_\_

Per \_\_\_\_\_

Per \_\_\_\_\_

Per: \_\_\_\_\_





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## PROJECT DESCRIPTION

### MINE DEVELOPMENT PLAN

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#### SEXUAL HARASSMENT AS DISCRIMINATION IN THE WORKPLACE

##### What is Sexual Harassment?

Sexual harassment at work consists of unsolicited and unwelcome sexual advances towards an employee by an employer, a co-worker or a supervisor. It can include purely verbal approaches such as sexual propositions, or sexual insults or taunts, as well as a whole range of sexual contacts, like kissing, touching, fondling, sexual assault and sexual intercourse acceded to under pressure.

Sexual harassment is unlawful when

- a working environment is made hostile, offensive or intimidating by harassment, (an example of a hostile environment may be the display of offensive posters),
- employees are fired, miss out on or have benefits such as training restricted because they reject unwanted advances,
- employees are threatened with dismissal or other job disadvantages unless they comply with unwanted advances.

##### Making a Complaint

- Any employee who feels they are the victim of sexual harassment may refer the matter to their employer. This can be the employee's supervisor or another senior member of staff who the employee feels comfortable with confiding in.
- The employee should endeavor to provide details of times/dates of the incident and where it took place, and if there were any witnesses.
- The employee is entitled to have the complaint treated confidentially and in the presence of another person if they so desire. This may include the use of an interpreter.
- The employee shall have their complaint treated seriously and the results of any investigation provided to them.
- In the event that a complaint is not substantiated by an investigation the conclusion and reasons for it shall be explained to all parties.

Guidelines for staff carrying out investigations into complaints of sexual harassment

## MINE DEVELOPMENT PLAN

### Receiving a Complaint

- Treat the complaint seriously
- Treat the complaint confidentially (subject to carrying out the necessary investigation and informing senior management)
- Remain impartial and do not prejudge the matter or the people involved
- Interview the employee and if desired by the complainant, another employee may be present and this may include an interpreter
- Take detailed and accurate notes of the employee complaint and make sure the details of the complaint are fully understood and that your understanding is confirmed by the complainant

### Investigation

- Advise the employee (complainant) that a full investigation of the matter will be made
- Promptly and confidentially carry out an investigation
- Where a complaint involved alleged discrimination (for example in promotion) the investigation should involve an interview of the alleged offender and full consideration of the facts on which the decision affecting the employee was made
- Where a complaint involves alleged sexual harassment the investigation should involve an interview of the alleged offender who should be advised of the complaint made and that the matter is under investigation. The alleged offender should not be made to answer questions but must be given the opportunity to respond to the allegation. Any witnesses of the alleged incident(s) should also be interviewed

### Who Carries Out the Investigation?

- A senior staff officer should carry out the investigation. This can be done in co-ordination with the Human Resource Manager or his nominee

### Outcome

#### Complaint Substantiated

If it is concluded that the complaint is substantiated all parties should be advised of the conclusions and the reasons for arriving at it

- Decide (in consultation with senior management) on immediate and appropriate steps to rectify the complaint and on ways to prevent it recurring. In cases of harassment this may include an apology to the harassed employee or disciplinary action against the offender

Transfer may be a suitable option

- Make regular checks to ensure the problem has been resolved satisfactorily
- Record the incident and a copy of that record will be retained on file

### **Complaint Unsubstantiated**

If it is concluded that the complaint is unsubstantiated, the conclusion and the reasons for it should be explained to the parties involved. The complainant should be told first. The complainant should be told that if required the senior site manager or Project Manager will review the decision.

The complainant may wish to pursue the matter further through their own legal channels.



# **ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS) AND HUMAN IMMUNODEFICIENCY VIRUS (HIV) IN THE WORKPLACE**

## **GUIDANCE NOTES FOR THE MANAGEMENT OF AIDS RELATED PERSONNEL ISSUES IN BHP**

### **INTRODUCTION**

This information is designed to assist BHP managers to implement effective AIDS education programs and to fairly and effectively handle AIDS related personnel issues in the workplace

### **WHY FOCUS ON AIDS?**

In most companies, including BHP, a formal AIDS policy has not been developed. This approach recognizes that, in general, personnel practices in dealing with AIDS sufferers will be the same as for employees with other life threatening or debilitating illnesses.

While this is a rational approach, community and workplace reactions to the perception of an AIDS sufferer in their midst can be far from rational. When a case of AIDS or HIV infection does arise in the workplace the successful application of a 'Life Threatening Illness Policy' requires an already well informed workforce, and managers and supervisors who are aware of the medical and employee relations dimensions of HIV infection and capable of recognizing and handling the employee concerns as they arise.

An employee with HIV infection or AIDS does not pose a risk of HIV infection to other employees through normal social contact at work.

### **THE ISSUES**

- 1 Recruitment
  - 1.1 AIDS and HIV Screening
  - 1.2 Concealment of Illness
- 2 Superannuation
- 3 Confidentiality
- 4 Employees Ability to Work

- 5 Co-workers
- 6 Occupational Health and Emergency Service Personnel
- 7 Prevention of HIV Infection in Overseas Travel and Postings
- 8. HIV Screening for Overseas Travel and Postings
- 9 HIV Infection, AIDS and the Law in Canada

## 1 RECRUITMENT

- 1 1 AIDS and HIV Screening At this stage, BHP does not require HIV antibody screening nor seek to identify individuals at-risk through lifestyle practices in its pre-employment selection process for any work role. HIV screening is not necessary to establish fitness for work. A HIV positive individual may remain completely free of symptoms for 3 - 5 years.
- 1 2 Concealment of Illness If a job applicant knowingly conceals from the medical examiner that he or she is suffering from HIV infection or AIDS and this is subsequently discovered, the case should be treated on its merit as are other cases of concealment. Reconsideration of the employee's fitness to carry out the work of the post, and of the employee's superannuation classification may be required.

## 2 PENSIONS

HIV antibody screening is not currently required for pensions entry medical assessments. Fund applicants who reveal they are suffering from HIV infection or AIDS will be eligible for normal pension fund entitlements other than restricted death/disability benefits for health problems related to HIV infection. This is consistent with the application of the Fund rules for other causes of death and disability.

## 3 CONFIDENTIALITY

- 3 1 HIV infected employees will have understandable concerns regarding confidentiality in connection with medical documentation and information about their condition.
- 3 2 The Company should respect the employee's rights to privacy and confidentiality. Unless an HIV infected employee volunteers the information, the Company generally has no right to know the nature of an employee's illness beyond satisfying the Company's responsibilities to ensure the employee's fitness for work. This should usually be carried out with the

assistance of a Company Occupational Physician who is able to protect the confidentiality of the employee's medical condition

- 3 3 When an employee does inform his/her supervisor, manager or occupational health staff that they suffer from HIV infection, this information should be treated with strict confidentiality. No disclosure of information should occur without the employee's consent

Supervisors, managers and others involved in making and implementing personnel management decisions about HIV infected employees should maintain this strict confidentiality

#### 4 EMPLOYEE'S ABILITY TO WORK

- 4.1 Food handlers do not need to be restricted from work because of HIV infection. In some instances, occupational health or emergency service employees with HIV infection may be restricted from particular work

- 4 2 If an employee is known to suffer from HIV infection, AIDS or an unidentified illness, at some point a management concern may arise whether the employee can perform the duties of the position in a safe and reliable manner

Employees with any life threatening or disabling illness should be able to continue working so long as they can perform their job satisfactorily and so long as the best medical evidence indicates that their ongoing employment does not constitute a threat to the health and safety of others or themselves

- 4 3 It is probable and reasonable that HIV and AIDS affected employees and their medical practitioners will not advise the Company of the employee's specific diagnosis. Managers are advised not to seek this information but to request detailed information on the employees work capability.

- 4.4 Where there is unresolved management concern regarding the employee's fitness for work, Company occupational health staff should be consulted.

The Company may require the employee to submit medical reports to or undergo medical examinations by Company Occupational Physicians so that an informed decision can be made by the Company about the employees work capabilities

- 4 5 Employees with any life threatening illness should be treated with compassion and understanding. Reasonable efforts should be made to provide such employees with flexible work hours, modifications to their duties and work environment or deployment. Continued employment in this



circumstance is often of great physical and mental benefit to the affected employee

## 5. CO-WORKERS

- 5 1 It is possible that some co-workers will express reluctance to work with an allegedly HIV infected employee. This reluctance may be based on misinformation, ignorance or fear about the transmission of HIV or prejudice against HIV risk groups such as homosexuals.
- 5 2 Workplace ignorance and fears about AIDS and HIV infection are best dealt with by education programs that are underway before a problem situation arises.
- 5 3 Where appropriate, Managers should seek health and safety representative participation and support for such education programs.
- 5 4 If employees continue to refuse to work with an allegedly HIV infected employee or if these employees behave in a prejudicial manner towards the employee, the Company should take all reasonable action necessary to protect the employee from discrimination.

## 6 OCCUPATIONAL HEALTH AND EMERGENCY SERVICE PERSONNEL

- 6 1 Occupational Health and Emergency Service personnel who may come into contact with blood, saliva and other body fluids are theoretically at some very small risk of HIV infection but the number of cases occurring world wide by this method are extremely rare.
- 6.2 Managers should ensure these risks are minimized by
  - maintaining a high level of awareness of the mechanism of HIV infection and protective measures in 'at risk' staff
  - implementing practical preventive measures for first aid and emergency services personnel
- 6 3 Occupational Health personnel who are HIV infected should be allowed to continue in their work within the following restrictions
  - Cuts and abrasions on exposed parts of the body must be covered with an occlusive dressing when dealing with patients
  - The HIV infected employee should be issued with a mask and mouthpiece for mouth to mask ventilation and trained in its use, to avoid

where possible, direct mouth to mouth resuscitation

- Participation in expired air resuscitation training sessions should be avoided
- Complete medical assessments should be carried out on a three monthly basis, paying particular attention to secondary infections that could act as a source of infection (not HIV) to others

## 7 PREVENTION OF HIV INFECTION IN OVERSEAS TRAVEL AND POSTINGS

- 7 1 BHP employees travelling or posted overseas are at risk of HIV infection through casual sexual contacts (heterosexual and homosexual) and in many developing countries by receiving a transfusion of contaminated blood or by undergoing medical/dental procedures where non-sterile needles and syringes are used
- 7 2 A new booklet "AIDS and International Travel" has been prepared by the Corporate Occupational and Environmental Health and Safety Department, to provide BHP employees with preventive advice

In summary, employees travelling overseas should:

- Avoid casual sexual contact Use condoms in any sexual contact with strangers  
Avoid anal sex
- Have medical and dental checks before travel and make sure all required immunizations are current.
- In underdeveloped countries, carry a personal medical kit with sterile needles and syringes and a letter of medical authority. Avoid injections unless absolutely necessary.
- Reduce motor accident injury risks by wearing seat belts, driving carefully and not mixing alcohol with driving.
- Carry a record of their blood group and defer any elective surgery until return home
- Carry an Access card for International SOS Assistance in case an emergency medical evacuation is required

## 8 HIV SCREENING FOR OVERSEAS TRAVEL AND POSTING

- 8 1 BHP's international operations require that employees and their families be

posted to some countries that require HIV screening for certain categories of visa applications

- 8.2 The Company is responsible for assessing the HIV screening requirements for overseas postings and advising prospective staff of those visa requirements in a timely manner. Managers should seek advice from the BHP San Francisco Medical Centre for current information.

The Company considers that it is the employee's responsibility to ensure that they satisfy all the visa requirements including HIV screening for proposed posting, at the earliest possible stage in being considered for the posting. This screening is best carried out by their own doctor.

In this way, the confidentiality of the employee and family can be best protected. Employees unable to meet the visa requirement may then decline to be further considered for the posting, at a stage when the business interests of the Company and the confidentiality of the employee are not compromised.

- 8.3 Notwithstanding this distinction of Company and employee responsibilities, the Company should provide those employees with information regarding the HIV test process and the significance and implications of the test results to ensure they are adequately informed prior to undergoing HIV Antibody testing.

## 9 HIV INFECTION, AIDS AND THE LAW IN CANADA

### 9.1 Anti-discrimination Legislation

Anti-discrimination laws prohibit discrimination against persons in certain categories, such as race, religion, sex, marital status and disability.

### 9.2 Employers Duty of Care

The employer's general duty of care may apply in a number of circumstances related to HIV e.g.,

- Occupational Health personnel who may through negligence infect a patient
- Employees travelling, working or posted overseas who become infected in the time they are outside Canada on Company business
- When the confidentiality of an employee's HIV infection is compromised



NAME \_\_\_\_\_  
COMPANY \_\_\_\_\_  
DATE \_\_\_\_\_

**BHP DIAMONDS INC.**

**CONFIDENTIAL INFORMATION, SECURITY,  
AND DRUG TESTING**

As one of the considerations of my status as an employee, or a contractor (or employer of a contractor) or invitee at a property operated by BHP Diamonds Inc. (hereinafter called "the Company"), I agree as follows

- 1 I will not directly or indirectly during my employment with the Company, or while a contractor for the Company, or while I am an invitee of the Company, or after I am no longer an employee, a contractor or invitee
  - (a) give to any person not authorized by the Company to receive it or use it, except for the sole benefit of the Company, any of the company's proprietary data, results, information, or materials including such items as core samples and other physical property, whether relating to claims, products, equipment, interventions, ideas, design, maps, processes, software, methods, research or otherwise and including, without limitation, any of the Company's production, technical or scientific know-how, business plan, security systems, accounting methods or information systems, or
  - (b) give to any person not authorized by the Company to receive it, any equipment, material drawing, map, sketch, layout, formula, specification, report, software, method, written production, technical or business information or the like owned by the Company or any copy thereof; or
  - (c) give to any person not authorized by the Company to receive it, any information or document designated as sensitive proprietary, confidential or the like, received from the third party by the Company
2. I will keep myself informed of the Company policies and procedures for safeguarding Company property, including both business and technical proprietary data and information, and will strictly comply therewith at all times I will not, except when authorized by the Company, remove any Company property including proprietary data and information from Company premises. I will return to the Company, immediately upon termination of my employment by the Company, or at the end of my service as a contractor for the Company, or upon the termination of my status as an invitee of the Company, all Company property including proprietary data and information in my possession or control

- 3 I will grant and do hereby grant to the Company the sole and exclusive ownership and the sole exclusive right to reproduce use or disclose for any purpose, any and all writings including, without limitation, reports, maps, drawings, blueprints, data, software, technical or business information made or prepared by me alone or with others in the course of fulfilling my services for the Company, that relate to apparatus, compositions of matter or methods pertaining to the Company's business or research or development activity encountered in the course of fulfilling my services. I acknowledge that all such writings are property of the Company within the scope of Paragraph 1(a) and Paragraph 1(b) above.
- 4 The obligations set out in paragraph 1,2 and 3 are in addition to all other duties and obligations which I owe to the Company by operation of law and will continue beyond the termination of my status as an invitee, contractor or employee of the Company.
5. As part of the consideration for the compensation paid to me by the Company and as a condition of my employment with the Company, or as a condition of my working as a contractor for the Company, or as a condition for the Company allowing me to enter upon the property as an invitee, I agree that the Company, such persons as it may designate and without any notice in advance to me and without further warrant than that herein given, may make, and I will without delay, condition, or excuse, submit to
  - (i) a search of all personal effects and any and all property in my possession or control including:
    - a lockers,
    - b clothing;
    - c baggage;
    - d briefcases,
    - e lunchboxes,
    - f food/beverages containers,
    - g tool-boxes and vehicles;
    - h accommodation,
  - (ii) a search of my person including a search of my clothing being worn,
  - (iii) where reasonable and probable grounds exist, a search of my body up to and including a search of body cavities by a qualified medical practitioner,for the purpose of determining whether I am in possession, transportation, or concealment of the Company's property and specifically diamonds in any form.
- 6 I agree to be detained by the Company or its representatives for such period as is reasonably required to effect the searches described in paragraph 5. I further agree to waive and release

the Company and its representatives from any and all manner of actions, causes of action, suits, contracts, claims, damages, costs and expenses arising out of or in any way connected to these searches or the security practices and procedures I undertake to acquaint myself with Company Security Procedures and agree to comply with them

- 7 As an employee, contractor for the Company I agree not to have or use alcohol and/or non prescription drugs on Company property at any time As an employee or contractor I further consent and authorize a qualified medical practitioner, or other health care professional, retained on behalf of the Company, to collect urine samples from me, on a random basis, for the purpose of determining whether I have any drugs in my body I consent to permit, and authorize, the qualified medical practitioner or other health care professional, to release to the Company the results of any test performed pursuant to this provision, I waive and release the Company from any and all manner of actions, causes of action, suits, contracts, claims, damages, costs and expenses arising out of or in any way connected to the drug testing
- 8 As an employee, contractor for, or invitee of the Company I agree to abide by all general and safety rules of the Company and to comply with present and future rules and regulations
- 9 I understand that in signing this agreement I am acting as an employee, agent or representative of the Company
- 10 This agreement shall ensure to the benefit of and be enforceable by the Company and its assigns and shall be binding upon me and my legal representatives

---

Signature of Employee, Person  
Performing Contract Service or Invitee

---

Signature of Witness

---

Printed Name of Employee, Person  
Performing Contract Service or Invitee

---

Printed Name of Witness





# Employee Selection Philosophy

- Prefer to hire First Nations and other Northerners
  - Fly in from Yellowknife and selected communities
- Equal opportunity employer
  - Will select the best candidate for the job
- Instead of requiring grade 12, entry-level applicants will be selected based on Behaviour Description Interview and pre-employment testing
- Targetted groups may receive training to help prepare for interviews

# Behaviour Description Interviewing

# Purpose of Interviewing

- To predict performance

# Traditional versus Behaviour Description Hiring

- Traditional Hiring Methods
  - center on education, qualifications, and experience
- The Behaviour Description Hiring System
  - gives each candidate full opportunity to describe what they've done
  - reaches beyond what a person *can* do to determine what a person *will* do in a given situation

# Theory of Behaviour Description

- The Best Predictor of Future Performance is Past Performance in Similar Circumstances

# Sample Behaviour Description Interview Question

- At BHP, an operator is required to solve mechanical problems. Please give us an example of one of the most challenging mechanical problems you have solved.

# Components of Behaviour Description Hiring System

- Position Preview Guide
- Interview Guide

# Position Preview Guide

- Purpose:
  - Help candidates understand the position
  - Help BHP understand candidate's background
  - Explain BHP selection process



# Behaviour Description Interview Guide

- Purpose:
  - Provide job-related questions for the interviewer
  - Provide rating system to help compare candidates

# Effectiveness of Behaviour Description Program

- Questions are based on competencies needed on the job
- Interviewers are well trained

# Approach

- B.D. Interview training for managers and team leaders who will be making hiring decisions
- Consultant search for key positions
- Hiring Operators, Tradespersons, & Administrative Staff
  - B.D. Interview
  - Testing on site
- Hiring Managers, Team Leaders, & Professionals (H.R. attract candidates)
  - B.D. Interview
  - Testing by consultant

# Search for Professional, Team Leader, or Manager using a consultant

- Consultant liaise with Hiring Manager and Human Resources to collect information required to write advertisement and develop guides
- Consultant advertises, screens applicants, and presents shortlist
- Hiring Manager and interview team conduct final interviews using B.D. Interview Guide

# Hiring Operators, Tradespersons, & Administrative Staff

- Team of job experts assembled
- Job experts work with consultant (about 3 half days) to identify competencies required on the job; some can be tested for, others addressed in interview
- Consultant identifies tests that measure the competencies, and develops B.D. Interview and Position Preview Guides
- BHP staff trained in test administration and interpretation

# Hiring Managers, Team Leaders, & Professionals

(H. R. attract candidates)

- Hiring manager completes a one-hour questionnaire related to the job
- H. R. advertises/receives applications
- Consultant provides draft of Position Preview and B.D. Interview Guides (edited by line manager)

# Hiring Managers, Team Leaders, & Professionals continued

- H. R. screens applicants
  - resume review
  - position preview guide sent out
  - telephone interview
  - personal interview
- Consultant interviews and tests finalists
- Selection team conducts B.D. Interview, checks references, and makes decision

# Selection System Advantages

- Focus on job-related competencies
- Valid prediction of success on the job
- Decision made by team including hiring manager, H. R., and peers
- Allows BHP to select the best
- Provides First Nations and Northern Canadian applicants with a fair and equitable system and a very good opportunity to be hired







Con-Miromir Mine,  
Royal Oak Mine,  
BHP Diamonds Inc.,  
Dept of Safety and Public Services, GNWT  
(Mine Safety Division)

### Arctic College, Yellowknife Campus

This outline has been prepared as a draft to guide the development of an Arctic College pre-employment mine training program. This program is funded by Human Resources Development Canada and will be supported, in development and delivery, by Con-Miromir Mine, Royal Oak Mine, BHP Diamonds Inc., and the Mine Safety Division - Department of Safety and Public Services (GNWT).

#### Descriptions

and time allotments will be reviewed by industry and are open to adaption and/or change.

### PRE-EMPLOYMENT, MINE TRAINING PROGRAM

This program is designed to be competency based education/ training. A minimum of lab work is required and participants will be selected by a process set up by the co-operating groups.

This program is made up of 6 modules and covers 24 competencies which will be covered in 14 weeks of training.

## **COURSE A - MINING OVERVIEW**

Hrs	Contributors	Comments
24		<i>Participation/Presentation from chamber of mines should be included to overview N.W.T.'s largest employer industry.</i>
16		
16		<i>Instruction on mining types. Should include on-site visits.</i>

**COURSE B - SAFETY**

	Hrs	Contributors	Comments
<b>B.1 NWT Mines Act</b> <u>Components</u> <ul style="list-style-type: none"><li>- Accident Prevention Regulations</li><li>- Mines Safety Act and Regulations</li><li>- Explosive Use Act</li></ul>	24	Mine Safety Division	8hr increments-1 session Approx. every 3 wks
<b>B.2 Complete First Aid Course</b> <u>Components</u> <ul style="list-style-type: none"><li>-St. John's Basic</li></ul> (16 hrs, Miramar Con in-house first aid certification) <ul style="list-style-type: none"><li>- Basic Mine Survivor</li></ul>	24		Miramar Con Instructors - St. John's Basic Certification  Mine rescue is equivalent to fire fighter, most people just need the basics. Mine safety and Miramar Con to provide instruction, underground exercises at Miramar.
<b>B.3 Complete CPR Course</b> <u>Components</u> <ul style="list-style-type: none"><li>- Standard CPR ( 8 hrs, to be renewed yearly)</li></ul>	24	Miramar Con & MSD	CPR should be "C" class which includes infant & child CPR. A practical session for skills that could be used at home and off the job.
<b>B.4 Safe Use of Protective Equipment</b> <u>Components</u> <ul style="list-style-type: none"><li>-Hard hats</li><li>-Face protection</li><li>-Ear / Hearing protection - Noise Hazards</li><li>-Hand and Foot Protection</li><li>-Protective clothing, including climate clothing</li></ul>	4	Miramar Con	
<b>B.5 Safe Use of Fall Arresting Equipment</b> <u>Components</u> <ul style="list-style-type: none"><li>-Safety Belts</li><li>-Safety Lanyards/ Ropes</li><li>-Lifelines</li><li>-Ladders</li><li>-Scaffolds</li></ul>	4		
<b>B.6 Safe Use of Respiratory Equipment</b> <u>Components</u> <ul style="list-style-type: none"><li>-Types of Respiratory Equipment</li><li>-Safe use of Respiratory Equipment</li><li>-Dust and Gas and Vapor Hazards</li><li>-T.L.V. (Threshold Limit Valve)</li></ul>	8		Ensure good basic understanding of Mine gases. Should include good basic knowledge of testing equipment.

**B.7 Safe work Practices and Good Housekeeping****Components**

- Work Hazards
- Hand Tools - Use/ Care /Storage
- Lifting Back Injuries
- Chemical Hazard Awareness (WHMIS)
- Hazard Recognition

**Hrs****Contributors****Comments****24**

*WHMIS course could be scheduled to be put on by the WCB training Dept. They do a good one day session.*

**B.7 Methods of Accident Prevention****Components**

- Unsafe Acts / Unsafe Conditions
- Types of Accidents
- Equipment Lockout Procedures
- Emergency Stop Switches/Safety Switches
- Injury Reporting

**8****Miramar  
Con**

*Accident investigation is not required for a beginner, it is best left to the experienced, trained miners.  
Introduce students to a basic mine safety program.*

**B. 8 Electrical Hazards (Introductory level)****Components**

- Electrical Shock
- Hazards
- Safety Procedures

**8****B.9 Identify Types of Fires****Components**

- Fire Conditions/ Hazards
- Causes
- Products of Combustion

**8****Fire  
Department  
  
Miramar  
Con**

*B9 & B10 can be combined. Should include 1 day of practical firefighting techniques with firefighting equipment.*

**B.10 Methods of Fire Fighting****Components (Mine safety, city fire fighters)**

- Fire Extinguishers - Types
- Fire Detection
- Fire Suppression Systems
- Fire Fighting Procedures

**16****Fire  
Department,  
  
Levitt Safety  
  
Miramar  
Con**

**COURSE C -  
BASIC EQUIPMENT AND THE MILLING PROCESS**

	Hrs	Contributors	Comments
<b>C.1 Pumps / Motors / Start-Stop Stations</b> <u>Components</u> -Purpose -Applications Types	4		
<b>C.2 Piping /Valves/ Connectors</b> <u>Components</u> -Purpose - Process Flow Systems -Applications / Types	4		
<b>C.3 Conveyor Systems</b> <u>Components</u> - Components - Safety - Suspension / Belting - Operation/Training	16		
<b>C.4 Crusher Equipment</b> <u>Components</u> -Types - Jaw, Gyratory / Cone Crushers -Associated Equipment - Grizzlies, Feeders, Screens, Magnets, Metal Detectors, Storage Bins	24		
<b>C.5 Crushing Circuits</b> <u>Components</u> -Typical - Purpose -Primary/ Secondary -Opened Closed	16		

### D.1 Mobile Equipment Components

## -Hazards

## 2) Open Pit Mining

### 3) Construction

Hrs

## Contributors

### Comments

60

40

40

**Miramar  
& others**

*Most of this is left up to the instructor.*

***Students should receive "Class Session" in the equipment working environment. Receive instruction on prep-op checks, proper servicing and then be instructed on basic operating techniques, then be allowed to operate in a no hazard environment.***

**COURSE E  
UNDERGROUND ORIENTATION**

**- Basic Orientation, Labourer Level  
Components**

**E.1 Methods**

- Cut and Fill
- Shrinkage
- Long Hole Mining
- Open Stope

**E.2 Signal Systems**

**E.3 Explosives Identification & Storage**

**E.4 Terminology - (Reference -Mining dictionary)  
Underground / Surface**

Hrs	Contributors	Comments
80		<p>Ground Support - Bolting - Scaffolding - Timbering - Scoring</p> <p>Theory and Experimentation</p> <p><i>Exposure to these types of mining should be at more than 1 operation and could conclude with students spending 1 or 2 days (or longer) in this field with a miner.</i></p>
16	Mirimar & others	<p><i>Will include complete instruction on mine emergency procedures and systems.</i></p>
24		
16	Surface	



## COURSE F WORK CONDITIONS

### F.1 Employer/Employee Expectations

#### Components

- General
- Human Rights
- Schedules/ Attendance/ Reporting Off
- Performance Appraisals
- Role of Supervisors
- Probationary Employee
- Injury Reporting

### F.2 Camp Life

#### Components

- General Rules
- Isolation
- Personal Hygiene
- Compatibility

### F.3 Job Search Resume

#### Components

- Preparing a Detailed, Effective Resume
- Conducting a Job Search
- Handling a Job Interview

### F.4 Field trip

#### Components

Hard rock /gold/uranium mine, in co-operation with industry for 7 days in 12 hour shifts.

- Camp Life Orientation
- Underground/Mill/Ref Tours
- Perform Basic Labour Work in Working Environment
- Assist Operators to get a "Feel" for Working Conditions, Various Equipment and Processes

Hrs	Contributors	Comments
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4hrs	Arctic College	Standard unit developed by the College, BHP may conduct mock interviews
2hrs	Arctic College	
2hrs	Arctic College	





**BHP**

## Five Stages



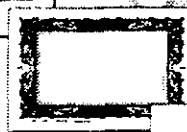
•Pre-employment



•Orientation



•Initial Job Training

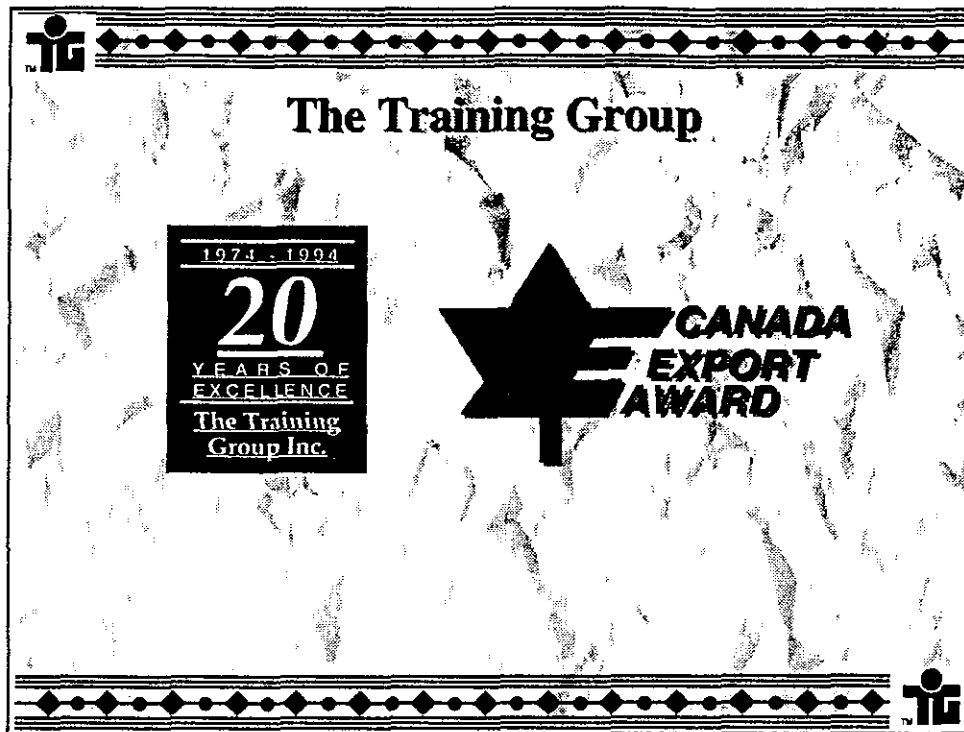


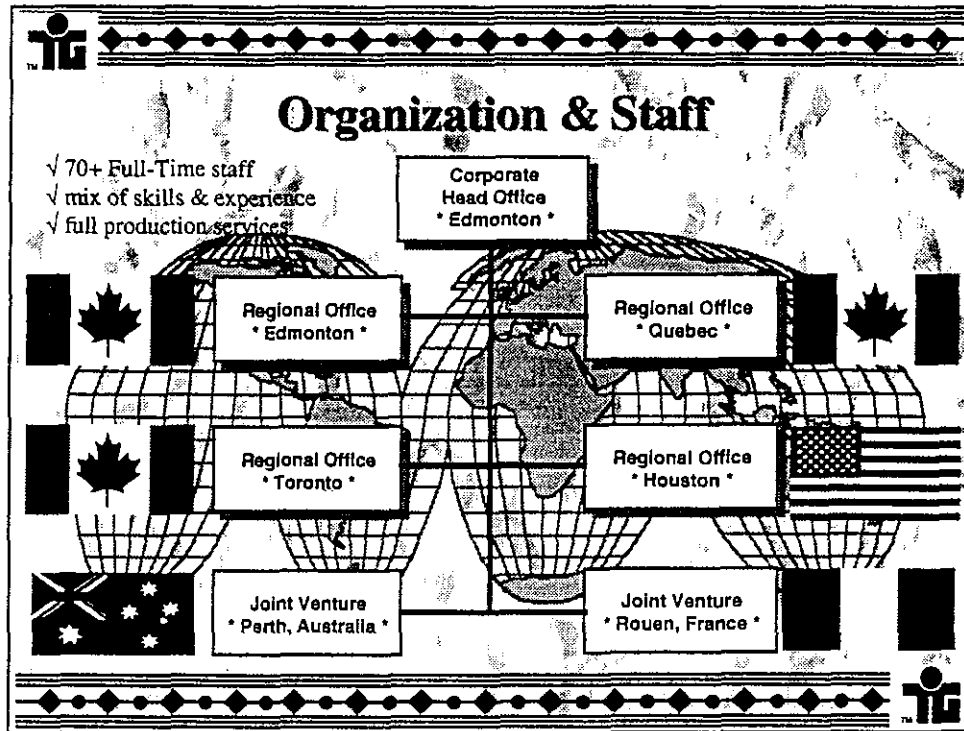
•Certification



•Continuing  
Development



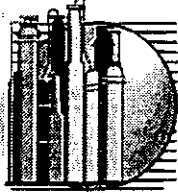




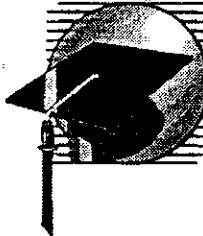


## Northern Experience

Esso, Norman Wells  
Dome-Canmar



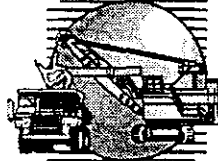
Arctic College



Fitz/Smith Native Band  
Inuit Tapirisat  
Met's Development  
Corporation



Cominco Pine Point  
Cominco Polaris  
Giant Yellowknife

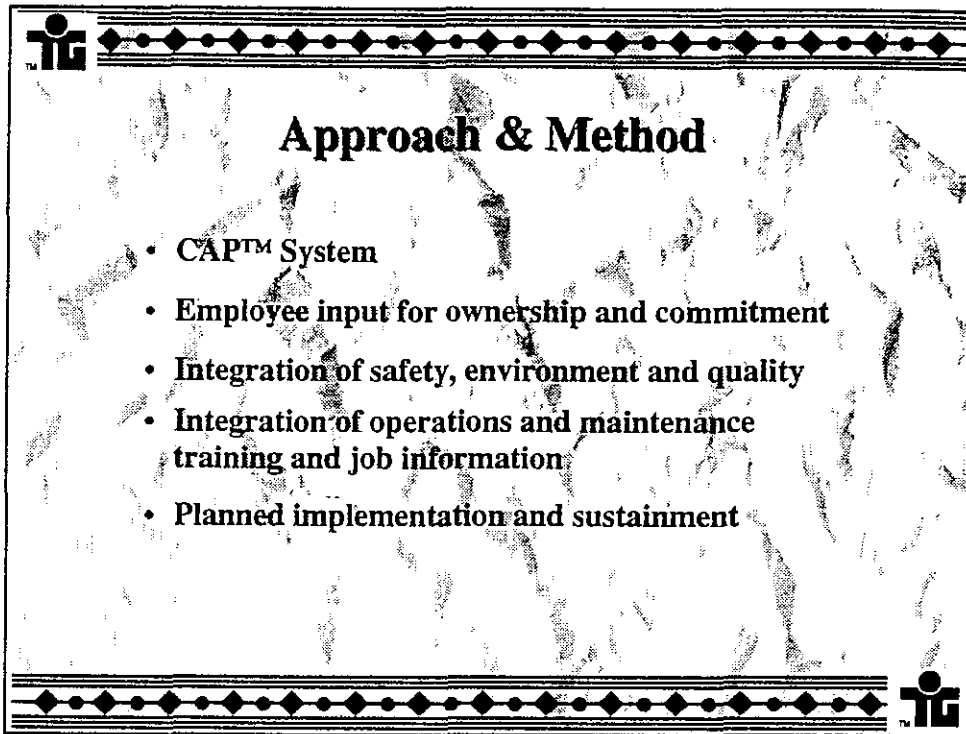


Frontec Logistics  
Buffalo Air Ltd.

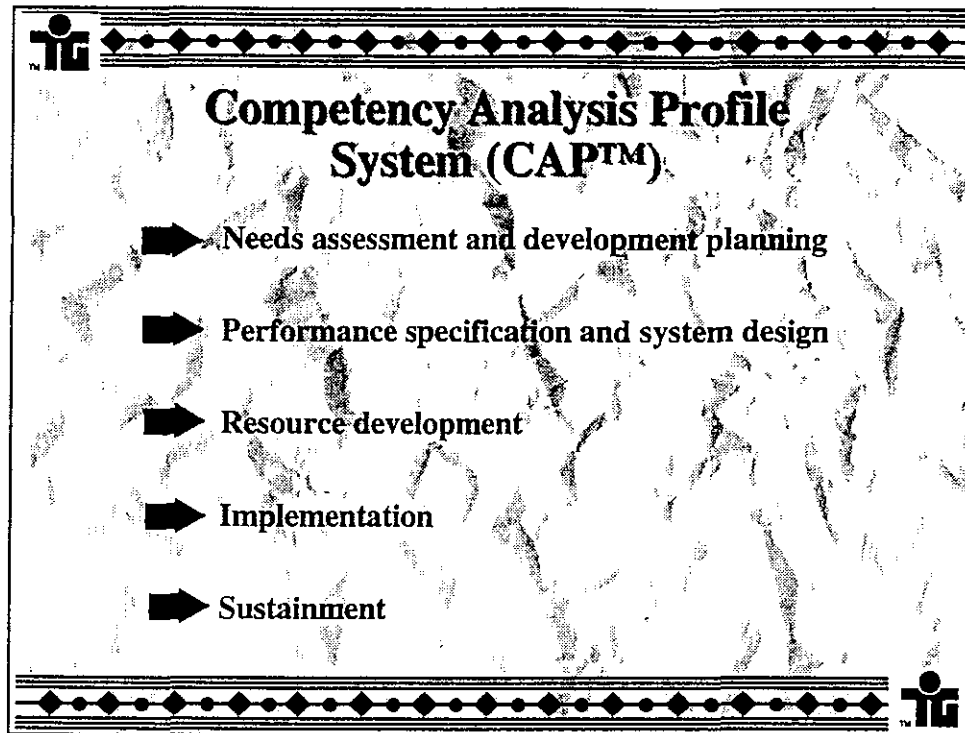


GNWT  
NCPC





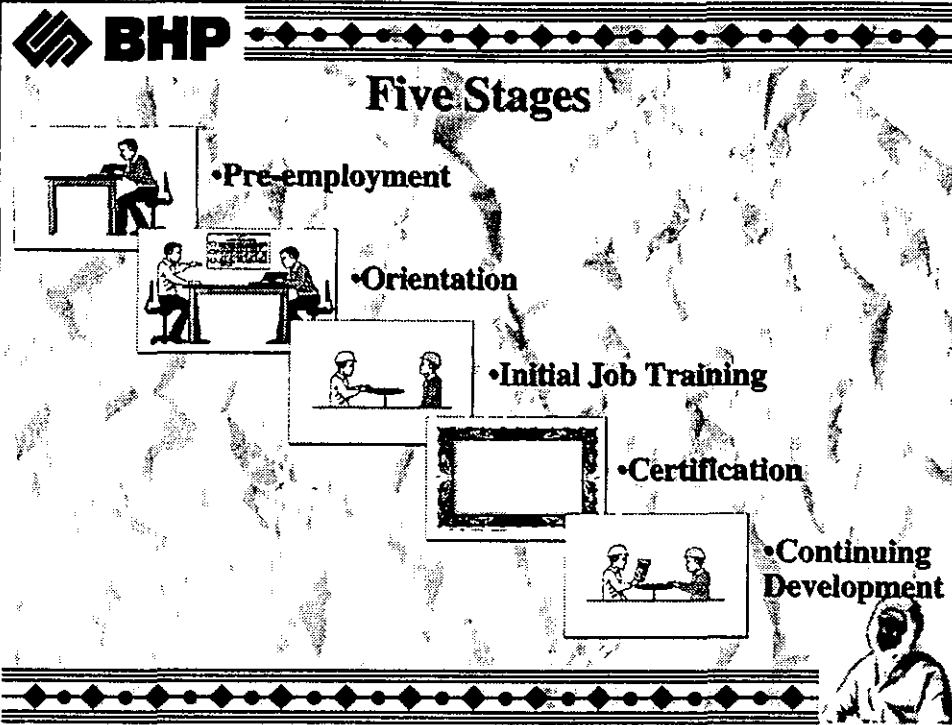
- CAP™ System - Handout
- Employee input - job standards are set by experienced employees, and owned by them
- Safe work, environmental protection, and high quality are part of doing the job right - not add-on courses or programs.
- Job information (procedures, drawings, videos, work packages) is training information - there is no duplication, no materials "dumbed down" for learners.
- To ensure everything stays up-to date

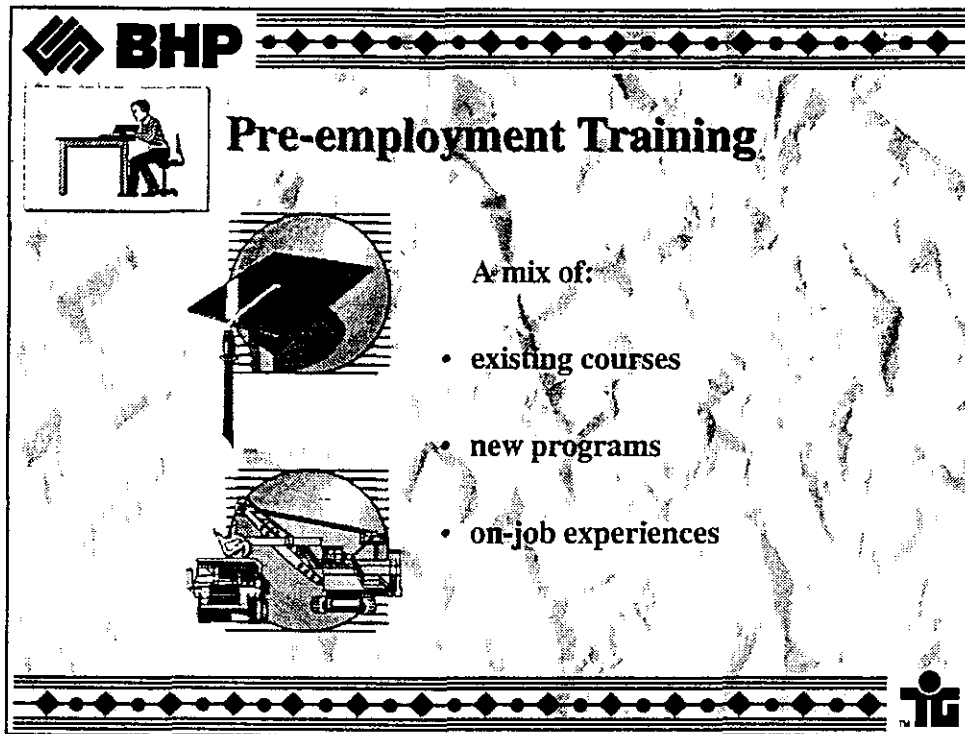


### House Analogy

1. Blue Prints (plan)
2. Foundation (performance standards)
3. Walls, roof, doors, windows, finishing (develop)
4. Move in with furniture and appliance (implement)
5. redecorate, add-on to house (maintain and improve)







Existing      - Pre-employment  
                   - Upgrading  
                   - Apprenticeship

New            - for specialized equipment or processes

On-job Experiences - work/study assignments,  
                               with vendors,  
                               other companies,  
                               or at other BHP sites



## Orientation



- Site and working conditions



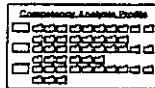
- Safety



- Environmental Protection



- Quality



- Training plans

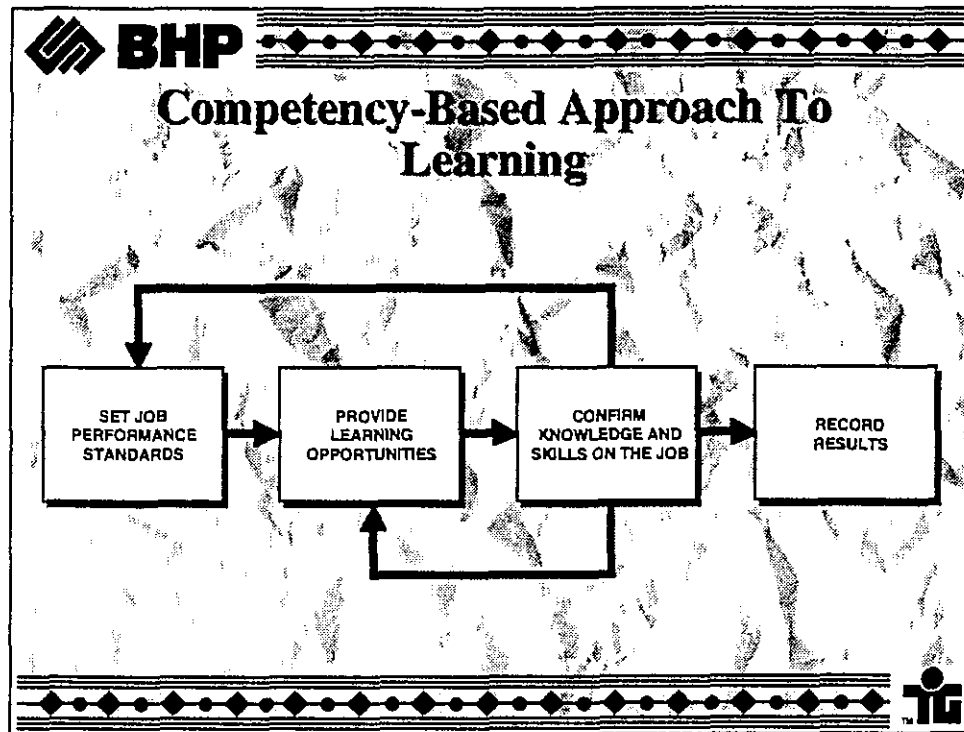




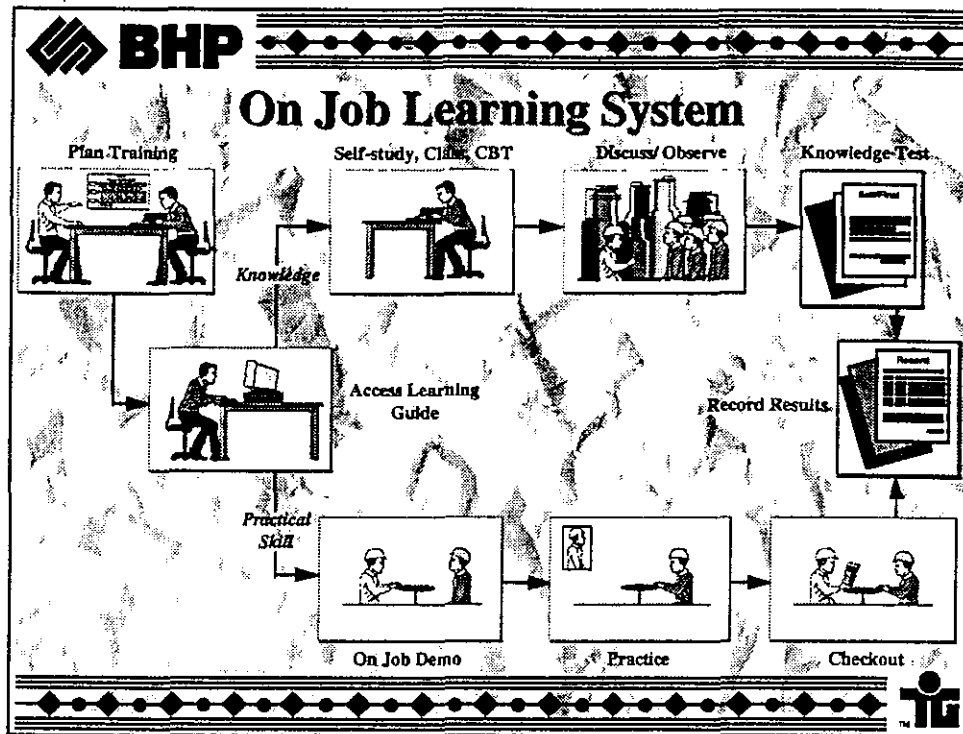
## Initial Job Training

- Competency-based
- On-job
- Complete performance support





- learning objectives, delivery methods, and evaluation methods are specified up front
- trainees work at their own pace
- prompt on-job application (practice) of knowledge/skill
- evaluation is based directly on specified objectives
- training "pass mark" is 100% because objectives focus precisely on **need to know** and **need to do**





**BHP**

## Certification

### CERTIFICATE OF ACHIEVEMENT

This is to certify that

\_\_\_\_\_

has met all the  
requirements shown on the back  
of this Certificate for the

**TRAINING PROGRAM**

\_\_\_\_\_  
\_\_\_\_\_







## Continuing Development

- Maintain certification
- Add skills and knowledge
- Train for other jobs







**BHP**

## **Complete Performance Support**

- **Safety, environmental protection and quality assurance are built in**
- **Training and job information are integrated**
- **Evaluation is open, fair and objective**
- **Training and information are evergreen**



- Safe work and environmental protection are part of the job, not separate programs.
- Procedures used on the job are the same ones used for training.
- Evaluation is open and fair because everyone is measured against the same objective standards



**BHP**

## **Benefits**

- **Empowered employees**
- **Opportunities for continuous learning**
- **Transferable skills and knowledge**





MAKE COFFEE			
B-1	C2	A2	P2

Consultant \_\_\_\_\_  
 Date \_\_\_\_\_  
 Location \_\_\_\_\_  
 Practitioner \_\_\_\_\_  
 Page 1 of 2

CONDITIONS	PERFORMANCE	STANDARDS
<p>Given normal operating conditions:</p>	<p>The employee will be able to:</p> <ol style="list-style-type: none"> <li>Describe why and when coffee is made, and the types of coffee brewed.</li> <li>Locate the coffee stations.</li> <li>Identify coffee equipment components and describe the function of each.               <ol style="list-style-type: none"> <li>coffee urn</li> <li>water intake</li> <li>basket receptacle</li> <li>coffee basket.</li> </ol> </li> </ol>	<p>The employee will:</p> <ol style="list-style-type: none"> <li>State the following in own words:               <ol style="list-style-type: none"> <li>Both caffeinated and decaffeinated coffee is made because it is sold in the cafe.</li> <li>The coffee is made 20 minutes prior to opening (7:10 Monday to Friday; 8:10 on Saturday).</li> </ol> </li> <li>Locate the three caffeinated and decaffeinated stations in the cafe with the aid of a layout drawing.</li> <li>Correctly label an unlabeled component drawing and then point out the components on-site while defining the component function in own words:               <ol style="list-style-type: none"> <li>coffee urn — cylinder containing 20 litres of brewed coffee; also holds brewing chamber</li> <li>water intake — water required for brewing enters the brewing chamber.</li> <li>basket receptacle — fixes the coffee basket in place</li> <li>coffee basket — removable basket which holds filter and coffee.</li> </ol> </li> </ol>



**PRELIMINARY  
PENSION PLAN DESIGN**

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*Membership Eligibility*      Regular full or part time employees

*Member Contributions*      3%, 4% or 5% of pensionable income, subject to change once a year.

*Employer Contributions*      In accordance with schedule

Years of Membership	Rate
up to 1	4%
1 to 2	4% + 25% of member rate
2 to 3	4% + 50% of member rate
3 to 4	4% + 75% of member rate
4 or more	4% + 100% of member rate

*Vesting/Locking-In*      Full vesting and simultaneous locking-in after two years of employment. Member contributions plus interest refundable for non-vested terminations.

*Benefits on Termination  
Retirement or Death*      Value of member account<sup>1</sup> transferred to RRSP, life insurer, or other pension plan.

*Retirement Age*      At the member's option, between age 55 and 71.

*Investment of Member  
Accounts*      As directed by member.

*Plan Management*      Through a joint employer/member Retirement Committee, with responsibilities delegated by the employer.

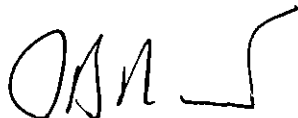


# **BHP** **OCCUPATIONAL HEALTH AND SAFETY** **POLICY**

BHP is committed to achieving the highest performance in occupational health and safety with the aim of creating and maintaining a safe and healthy working environment throughout its businesses

**Consistent with this the Company will:**

- seek continuous improvement in its occupational health and safety performance taking into account evolving community expectations, management practices, scientific knowledge and technology;
- comply with all applicable laws, regulations and standards and where adequate laws do not exist, adopt and apply standards that reflect the Company's commitment to health and safety,
- involve employees and contractors in the improvement of occupational health and safety performance,
- train and hold individual employees accountable for their area of responsibility;
- manage risk by implementing management systems to identify, assess, monitor and control hazards and by reviewing performance;
- ensure that BHP employees, contractors and visitors are informed of and understand their obligations in respect of this policy,
- communicate openly with employees, government and the community on occupational health and safety issues, and contribute to the development of relevant occupational health and safety policy, legislation and regulations; and
- support relevant occupational health and safety research



J B Prescott  
Managing Director and Chief Executive Officer  
2 February 1994

# **BHP OCCUPATIONAL HEALTH AND SAFETY POLICY**

## **GUIDANCE NOTES**

### **1. BACKGROUND**

BHP places the highest value on its reputation as a responsible and caring employer wherever it operates.

BHP aims to continuously improve its occupational health and safety performance and to search for ways of accelerating this improvement. Achieving the highest practicable standards of occupational health and safety performance will contribute to the value of BHP for shareholders, employees and other stakeholders

BHP owns and operates businesses that by their nature involve occupational health and safety hazards. These hazards must be identified, assessed and controlled to minimise the risks to employees, contractors and the public.

Community expectations and cultural values are important factors that BHP recognises in its approaches to occupational health and safety.

There is a world wide trend in occupational health and safety legislation towards self regulation and greater management accountability for occupational health and safety performance. BHP management needs to be aware of these trends, be actively involved in planning for improvement, while ensuring that appropriate systems are in place and maintained. Informed reporting to management of current occupational health and safety performance is an important aspect of due diligence in the area of occupational health and safety.

These Guidance Notes are to be used in implementing the Policy throughout BHP.



## **2. INTENT**

Through the Occupational Health and Safety Policy and Guidance Notes BHP aims to create and maintain a safe and healthy working environment that will value and protect both the human and material resources of the Company and thereby contribute to the effective application of those resources toward the Company's business goals

These Guidance Notes are intended to

- assist BHP managers in the interpretation and implementation of BHP's Occupational Health and Safety Policy,
- provide guidance to Business Groups in the management of risk,
- outline legal obligations, management responsibilities and accountability for occupational health and safety management and performance;
- emphasise the need for employee involvement, consultation and training; and
- provide guidance for communication of occupational health and safety information and data

## **3. SCOPE**

BHP Occupational Health and Safety Policy will apply to businesses for which BHP has an operating responsibility, to the Company's own employees and also to contractors. BHP will strive to have comparable standards of occupational health and safety apply where the Company has an equity stake but not operational responsibility.

## 4. DEFINITIONS

- 4 1 Competency - a combination of attributes such as knowledge, skills, abilities and attitudes underlying some aspect of successful professional performance.
- 4 2 Contractor - person(s) contracted to carry out work for and on behalf of BHP including self-employed persons and sub-contractors, for the period of time defined by the contract.
- 4.3 Crisis - an actual or potential threat to BHP's long term ability to do business due to the impact on.
- Operability / assets;
  - Image / reputation;
  - Liability
- 4.4 Crisis Management - strategy and actions undertaken to protect Company assets - real and intangible - from an actual or potential threat to long-term viability posed by a catastrophic incident, a non-physical event, or a series of negative developments that escalate to crisis proportions
- 4.5 Critical Activities - those activities that are identified as creating hazards that if uncontrolled, risk causing an incident of crisis proportions
- 4 6 Duty of Care - that duty owed to an employee by an employer to provide safe premises, safe plant and equipment and a safe system of work.
- 4 7 Emergency Response - actions taken at the site of a physical incident to preserve lives, property and to protect the environment, as well as the direction, resourcing and direct support of these actions and external communications and notifications.
- 4.8 Employee - person who works for BHP under a contract of employment, apprenticeship or traineeship.
- 4 9 Hazard - the intrinsic potential for an agent or process to cause damage to either persons, property or the environment.
- 4.10 High Potential Event - any event in which any of the following occurred or could have realistically occurred:
- fatality or injuries likely to cause permanent work incapacity, injuries involving hospital admittance or lost time from work,
  - events likely to cause major damage to plant, equipment or the environment, or
  - events likely to result in major safety regulatory non-compliance involving investigation and possible fines.
- 4 11 Major Damage - in the context of:
- plant / equipment - means damage in excess of A\$1 million, or
  - environment - means release of pollutants which leads to the likelihood of punitive regulatory fines and / or significant remediation or other costs

- 4.12 Occupational Health - the status of the physiological, physical, psychological and sociological conditions of the workforce and the workplace.
- 4.13 Operations - all activities involved in the production and distribution processes
- 4.14 Incident / Accident - any occurrence directly associated with BHP operations, products or services, which results in personal injury and / or property damage and / or environmental damage or the possibility of such damage.
- 4.15 Practicable - the extent to which actions are technically feasible, in the light of cost, current knowledge and best practices in existence and under operating circumstances of the time.
- 4.16 Products - any material purchased or produced by BHP operations, action or labour.
- 4.17 Risk - the likelihood and extent to which a hazardous event has potential to cause damage to people, plant or the environment.
- 4.18 Safety - the minimisation of contact with hazards so as to prevent damage to persons, plant and equipment and the environment
- 4.19 Services - any supply of articles, commodities or activities required or demanded by external or internal customers.
- 4.20 Standard - in the context of a documented standard means a standard generally used and accepted by industry.
- 4.21 Visitor - a person who is not an employee or contractor to BHP, who is visiting a site either under the management and control of the Company or uninvited without the formal control of the Company.

## 5. LEGAL OBLIGATIONS

- **Compliance**  
BHP will comply with all occupational health and safety laws and regulations that govern its operations, products or services and uphold the spirit of the law
- **Standards and Codes of Practice**  
BHP will also seek to identify occupational health and safety hazards that are not covered by existing laws or regulations and, where in the Company's judgement, the health and safety of employees is not sufficiently protected by existing laws or regulations. In these circumstances, BHP will apply standards or Codes of Practice based on the Policy statement, relevant international standards, sound engineering practice and risk management principles.
- **Legislative Development**  
BHP will seek to participate in formulation of policy, legislation and regulations that have potential to significantly impact on the business in order to achieve timely, reasonable and cost-effective solutions to occupational health and safety matters.
- **Future Trends**  
Information systems will be established, where practicable, to keep abreast of changes to existing and proposed laws and regulations in each jurisdiction
- **Due Diligence**  
Investigations are to be undertaken to determine BHP's potential occupational health and safety liabilities before any joint ventures, mergers, acquisitions or divestments are effected, to ensure compliance with legislation and regulated standards or to accurately appraise the costs and actions necessary to ensure compliance and limit potential liabilities.
- **Duty of Care**  
With regard to all operations, products or services that BHP manages or controls, the Company will take account of duty owed to employees and contractors to provide safe premises, safe plant and equipment and safe systems of work
- **Employee Responsibilities**  
The Company expects all employees, in the course of carrying out their work, to do so in a skilful, safe and competent manner and to exercise all reasonable care in respect of their fellow employees, the Company and the workplace

## 6. EMPLOYEE INVOLVEMENT AND CONSULTATION

- **Communication**  
Effective communication channels involving all employees on matters of health and safety will be developed to encourage responsible attitudes, behaviour and practices in the workplace.
- **Training**  
Commencing with induction, relevant occupational health and safety training will be established as an integral part of the development of each employee's job competencies
- **Development**  
Employee development program elements or modules will include relevant safety awareness and hazard recognition
- **Employee Participation**  
All employees, at all levels, will be encouraged to maintain an active interest in safety improvement through their involvement in relevant activities eg: regular safety meetings, health promotion programs, hazard reduction programs, dispute resolution and workplace design. Employees will be recognised where they have contributed to improved occupational health and safety performance

## 7. INDIVIDUAL ACCOUNTABILITY

- **Policy Implementation**  
Effective implementation of this Policy will be a key management performance criterion. Measurable health and safety performance goals are to form an important part of business and personal action plans.
- **System and Structure**  
Managers are responsible for providing a safe and healthy working environment by ensuring that management systems support the policy objectives. The implementation of these systems will include planning, auditing and reporting to ensure that:
  - health and safety management plans are an integral part of the business planning process;
  - BHP operations and services are subject to a program of health and safety audits, and
  - BHP's health and safety performance continuously improves and is appropriately and regularly reported to senior management and the BHP Board.
- **Performance Standards**  
Workplace health and safety is the responsibility of all employees at all levels. Individual performance goals and responsibilities will be identified and employees held accountable for their performance.
- **Professional Advice**  
Managers are responsible for accessing relevant professional legal and health and safety advice where the impact of applicable laws on their actions is uncertain and to act on an informed judgement.

## 8. MANAGEMENT SYSTEMS

Systems, incorporating risk management principles, to support this policy will be in place in the following areas.

- **Occupational Health Programs**  
Programs will be developed to protect and enhance the health and safety of employees. These should include consideration of rehabilitation, health promotion, travel / expatriate health and employee assistance programs
- **Workplace Monitoring and Control**  
Systems are required to ensure that chemical, physical and biological hazards in the working environment are identified, controlled and monitored. Where exposures are identified as being in excess of accepted standards, systems will be put in place to control exposure within these limits.
- **New Plant and Processes**  
Occupational health and safety hazards will be assessed and where practicable minimised in the design, installation, commissioning and operation of new plant and equipment, processes and work procedures.
- **Hazard Assessment**  
Hazards associated with each workplace will be identified by the responsible site management. A hazard register should be maintained setting out action plans as part of a risk reduction program.
- **Standard Operating Procedures**  
Standard Operating Procedures for critical activities should be developed, documented, implemented, regularly reviewed and maintained. Standard Operating Procedures will include the necessary health and safety precautions.
- **Incident / Accident Investigation, Recording and Reporting**  
Systems will define line management responsibilities and procedures for appropriate investigation, recording and reporting of incident / accidents. High potential events will be identified, investigated promptly and the essential causes and corrective actions documented for review or subsequent audit by management.
- **Emergency Response**  
Systems for emergency preparedness and response plans will be developed and employees trained to the appropriate level of competency. Systems will interface effectively with crisis and emergency management activities, assist management to identify potential emergencies, minimise their risk of occurrence and ensure emergency procedures are implemented at the earliest possible stage, particularly where process control has been lost

## 9. CONTRACTORS / SUPPLIERS / VISITORS

- **Contractor / Supplier Compliance**  
Contractors and suppliers will be selected and retained based on their demonstrated commitment to occupational health and safety excellence, amongst other criteria. Before commencement of any contract, and prior to operating on-site, contractors will be required to demonstrate and establish parallel health and safety plans necessary for safe completion of the scope of work, or where this may not be practical, willingness to participate in those managed by BHP.
- **Contractor Performance**  
The past and present occupational health and safety performance of BHP contractors will be assessed, reviewed and systems will be put in place to communicate this information to BHP site management who will work with the contractor to ensure that poor occupational health and safety performance is identified and corrected.
- **Purchasing**  
Purchasers and internal and external suppliers will ensure that goods and services conform to legal requirements, accepted standards and BHP specifications. Any hazard associated with these goods and services will be clearly identified, documented and communicated to BHP prior to delivery.
- **Visitors**  
Visitors to BHP sites will be informed of relevant Occupational Health and Safety Policy-related and site-specific requirements and advised that conformance to these requirements is a pre-condition of being allowed to enter and remain on BHP property. BHP will develop systems and procedures to protect visitors from hazards they may be exposed to while visiting its sites.
- **Non-Controlled Sites**  
Where facilities and / or sites are managed on behalf of BHP by a contractor, BHP management will ensure that risk management principles and practices are applied to direct activities involved in the carrying out of the contracted work; thereby minimising occupational health and safety risks that may affect BHP employees, other BHP contractors and the surrounding community.



## 10. COMMUNICATION

- **Product Information**  
BHP will make available advice to its employees, customers, distributors, contractors and the community regarding the safe transport, storage, use, recycling and disposal of BHP products
- **Government**  
Where BHP considers that Government policy or actions in the occupational health and safety area may affect its operations or services, appropriate communication and consultation strategies will be formulated and implemented. Where possible, this should be at the stage of policy formulation rather than following the drafting stage of legislation or regulation.
- **Community**  
BHP management will develop mechanisms for communicating with, and if appropriate, the involvement of, local communities and community groups or bodies so that health and safety issues affecting the community are addressed in an open and cooperative manner.

## **11. RESEARCH**

- Research and development activities will be conducted, where practicable, to support continuous improvement in health and safety performance. BHP will identify and endeavour to support those areas of research, both internal and external to the Company, where research strategies may enhance the safety of employees and provide a competitive advantage to operations or services.



# BHP MINERALS SAFETY STATISTICS REPORT

## FOR LOCATION USE ONLY:

LOCATION \_\_\_\_\_ MONTH/YEAR \_\_\_\_\_

	<b>BHP MINERALS EMPLOYEES</b>	<b>CONTRACTORS</b>
A NUMBER OF EMPLOYEES		
B TOTAL HOURS WORKED		
C TOTAL NUMBER OF FATALITIES		
D NUMBER OF PERMANENT DISABLING INJURIES		
E NUMBER OF LOST TIME INJURIES		
F. LOST WORK DAYS		
G NUMBER OF TOTAL INJURIES		
H. NUMBER OF NEAR MISSES		
I PROPERTY DAMAGE ACCIDENTS		
J PROPERTY DAMAGE COSTS		

PLEASE PROVIDE A BRIEF DESCRIPTION OF THE FOLLOWING

K LOST TIME ACCIDENTS AND OTHER SIGNIFICANT INCIDENTS

L PROPERTY DAMAGE ACCIDENTS AND ASSOCIATED COSTS

M SAFETY ACHIEVEMENTS

N SAFETY INITIATIVES



## Safety First...Production Will Follow

1

### SAFETY WITH A LOCAL FOCUS

## How We Operate Now

Safety programs at BHP Minerals are characterized by a local focus—necessary because.

- ☐ We must comply with the regulations of over 20 host countries;
- ☐ Better results are achieved when safety programs are tailored to the needs of the operation; and
- ☐ Success is usually directly linked to the support local management brings to the safety program.

These factors support the continuation of safety programs that:

- ☐ Conform to the needs of individual operations; and
- ☐ Protect the health and safety of our employees—ensuring they will return home at the end of the day in the same physical condition in which they began their shift.

All operations must demonstrate excellence in all areas of performance—including *safety*.



### TAKING A GLOBAL VIEW

## Strengthening Our Approach

If BHP Minerals is to become a leader in the mining community, we need to retain our local focus, but we must also:

- ☐ Establish appropriate *common* safety standards and procedures for *all* BHP Minerals operations;
- ☐ Define *performance criteria* against which we can all measure our success; and
- ☐ Provide a solid framework around which we *can* become the *safest* miners in our world-wide community.

## New Safety Criteria

Until now, we have defined safety performance—and measured the success of our safety program—in terms of Lost Time Injuries (LTIs) and other statistical measurements.

Benchmarking has shown us that we must broaden our perspective to also include compliance with established sets of safety standards

## Safety Standards

We need to develop standards in consultation with the field, comprised of

- ❑ Techniques identified by Minerals' *Benchmarking Safety* project as "best practices"—including elements of safety procedures developed by our own operations, as well as those of other companies who participated in the study, and
- ❑ Elements of the NOSA safety program

The common standards must apply across BHP Minerals. Additional standards will continue to be developed by sites—to meet their own needs and circumstances

## What Is NOSA?

The NOSA "*5-Star Safety & Health Management System*" is a safety program developed in South Africa.

This program is in place at many of the mines visited during BHP's *Benchmarking Safety* study. The fact that these mines have outstanding safety records speaks well for the NOSA program

NOSA features established performance criteria. Compliance with these criteria—and the associated safety performance—are driven by a demanding audit process.

NOSA's 5-Star ranking is based on progress made toward compliance with NOSA's 73 safety criteria. Recipients of star rankings must also achieve a minimum LTI frequency level.

Recognizing that neither NOSA, nor any other commercial safety program, is a total solution, BHP Minerals will incorporate and build on the safety standards and auditing procedures included in NOSA.

Our system will continue to focus on good safety practices, safety awareness, risk management, employee involvement, and management commitment.

NOSA procedures will provide a framework around which we will build a solid and effective system of our own.

In addition, this approach will provide a standardized audit program to ensure that all of our operations are judged on the basis of the same criteria, and that learning is shared more effectively.

Accelerating our efforts will start with the following steps

- ☐ Initial *Safety Inspections* that will be conducted at all operations,
- ☐ Reports that result from these inspections will establish the "base-line" for each operation;
- ☐ These *Base-Line Reports* will help local management design *Safety Performance Goals*—creating models against which safety achievements can be measured; and
- ☐ *Safety Performance Monitoring Procedures* will be carried out, including the annual NOSA star rating audits and scheduled internal audits

## Why NOSA Was Chosen

NOSA will provide a framework to supplement and strengthen existing programs—to add value to, rather than to replace, these programs. It will provide the means with which we can share and learn from our successes and failures. NOSA was selected to serve as the framework for BHP Minerals for a number of reasons, including

- ☐ NOSA knows and understands mining—it has its own mining department;
- ☐ NOSA has a good track record; and
- ☐ NOSA already has a presence in BHP Minerals—Escondido has used the NOSA system for the past year and Hartley adopted it in December 1994.

As noted earlier, the NOSA program will provide a framework for BHP Minerals. To be successful over the long term, the framework will need to be supported by a strong foundation of management standards.

Training needs to be reinforced and strengthened. We will need to train and retrain—at all levels—from our Chief Executive Officer to the newest employee at the face

Auditing will be an important feature. NOSA will audit our operations at least once a year and determine star ratings. Additional internal audits will be conducted to provide oversight.

Risk assessment and management will take on a new emphasis throughout BHP Minerals. Risk evaluations will be conducted by external consultants and qualified internal staff.

## Safety Committees

The *Technical Safety Committee* will continue to evaluate safety procedures, recommendations and equipment that may be of value to the BHP Minerals safety improvement process. Projects currently under study include:

- ☐ Audit systems;
- ☐ Risk analysis; and
- ☐ Lock-out procedures.

Systems deemed valuable to BHP Minerals will be recommended to the *Executive Safety Committee* which will provide safety leadership and oversight of BHP Minerals and the performance of all Minerals operations—approving new initiatives and guidelines designed to improve safety performance.

At the recent Hong Kong meeting, the Executive Safety Committee approved fall protection and job safety analysis.



## Getting Started

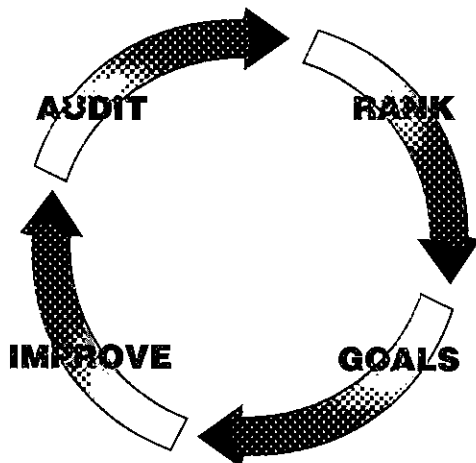
The first phase—initial *Safety Inspections*—began on March 27 and will be completed by August 1, 1995

The inspections will be conducted by seven, two-person teams from NOSA—who will be accompanied by local BHP Minerals management, safety representatives, and Group Safety (who will oversee the quality and consistency of the inspection process).

## Moving Up From The Base-Line

*Base-Line Reports* will constitute the “starting line”.

The overall approach will emphasize continuous improvement through cycles of goal-setting, improvement, and on-going safety performance supervision—punctuated by audit and ranking procedures—as shown in the following illustration



## A Closer Look At The Safety Criteria

During the initial Safety Inspections, team members will examine a number of factors. A partial list of these criteria follows:

- ☐ Work-site conditions (especially housekeeping);
- ☐ Mechanical equipment;
- ☐ Electrical services and equipment,
- ☐ Hazardous materials storage/disposal;
- ☐ Workplace ergonomics;
- ☐ Personal protective gear and clothing;
- ☐ Medical evaluation procedures—including pre-employment screening and random testing;
- ☐ Safety signage, and warning/alarm systems;
- ☐ Fire protection and prevention equipment and practices,
- ☐ Site security personnel and protocols;
- ☐ Emergency/evacuation systems, protocols, and training;
- ☐ Accident/incident reporting procedures;
- ☐ Designations of safety responsibility and authority; and
- ☐ Communications, training, and testing.

## The Final Results

The success of this entire effort is dependent on management commitment and the safety efforts of all employees at the face. Jerry Ellis and the Group General Managers have made the needed commitment. Now it's up to each of us to support this commitment. Success is in our hands.



## SECTION I - MATERIAL IDENTIFICATION AND USE

Material Name/Identifier: DURAMET (FERROSILICON)

Manufacturer's Name: Washington Mill Electro Minerals Corporation

Street Address: 7780 Stanley Avenue

City: Niagara Falls

Province: Ontario

Postal Code: L2E 6V9

Emergency Phone No: (905) 357-5500

Chemical Name: N. APP.

Chemical Family: ALLOY OF IRON,  
SILICON, TITANIUM AND ALUMINUM

Chemical Formula: N. AV.

Molecular Weight: N. AV.

Trade Name &amp; Synonyms: SEE ABOVE

Material Use: N. APP.

## SECTION II - HAZARDOUS INGREDIENTS OF MATERIAL

Hazardous Ingredients	Approximate Concentration %	CASNA or UN Numbers	Exposure Limits ACGIH TLV-TWA	LD <sub>50</sub> /LC <sub>50</sub> Specify Species & Route
IRON (Fe)	78	7439-89-6	N AV	N. AV.
SILICON (Si)	16	7440-21-3	100 mg/m <sup>3</sup>	N. AV.
TITANIUM (Ti)	5	7440-32-6	N AV	N. AV.
ALUMINUM (Al)	1-3	7429-90-5	100 mg/m <sup>3</sup>	N. AV.

## SECTION III - PHYSICAL DATA FOR MATERIAL

Physical State	Coefficient of Water/oil distribution: N. APP.	Specific Gravity: 6.7
Gas Liquid Solid ( ) ( ) (✓)	Odour Threshold (ppm): N. APP.	Freezing Point (°C): N. APP.
	Odour & Appearance: SILVER GRANULAR METAL, ODOURLESS	
Vapour Pressure (mm): N. APP.	Vapour Density (Air = 1): N. APP.	Evaporation Rate: N. APP.
Solubility in Water (20°C): INSOLUBLE	% Volatile (by volume): N. APP.	pH: N. APP. Boiling Point (°C): N. APP.

## SECTION IV - FIRE &amp; EXPLOSION HAZARD OF MATERIAL

Flammability: Yes No If yes, under which conditions:  
( ) (✓)

Means of Extinction: NON FLAMMABLE. USE EXTINGUISHER APPROPRIATE FOR SURROUNDING MATERIAL WHICH IS BURNING.

Special Procedures: NONE

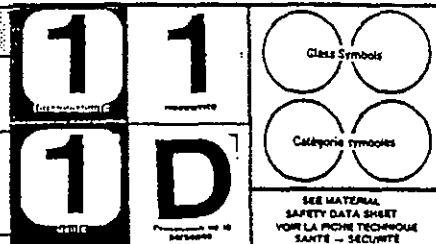
Flashpoint (°C) & Method: N. APP.	Upper explosion limit (% by volume): N. APP.	Rate of Burning: N. APP.
Auto Ignition Temp (°C): N. APP.	Lower explosion limit (% by volume): N. APP.	Explosive Power: N. APP.
Explosion Data Sensitivity to Mechanical Impact: NONE	Hazardous Combustion Products: N. AV.	Sensitivity to Static Discharge: N. AV.

## SECTION V - REACTIVITY DATA

Chemical Stability: Yes No If no, under which conditions:  
(✓) ( )Incompatibility to other substances: If so, which ones? STRONG MINERAL ACIDS  
Yes No  
(✓) ( )

Reactivity and under what conditions: MIXING WITH MINERAL ACIDS AND CAUSTICS MAY GENERATE FLAMMABLE AND EXPLOSIVE HYDROGEN GAS.

Hazardous Decomposition Products: STABLE UNDER CORRECT CONDITIONS OF STORAGE AND USE.



Material Name/Identifier: DURAMET (FERROSILICON)

## SECTION VI - TOXICOLOGICAL PROPERTIES OF PRODUCT

### Route of Entry:

(☒) Skin (☐) Skin (☒) Eye (☒) Inhalation (☐) Inhalation (☐) Ingestion  
Contact Absorption Contact Acute Chronic

Effects of Acute Exposure to Product: ACUTE EXPOSURE TO PRODUCT MAY CAUSE COUGHING, SHORTNESS OF BREATH, IRRITATION OF NOSE AND THROAT. FINE PARTICLES MAY CAUSE IRRITATION OF EYES.

Effects of Chronic Exposure to Product: DUST MAY AFFECT BREATHING CAPACITY WITH CHRONIC EXPOSURE TO PRODUCT.

LD<sub>50</sub> of Product (Specify Species and Route): N. AV

Irritancy of Product: ABRASIVE IRRITANT

LC<sub>50</sub> of Product (Specify Species): N. AV.

Sensitization to Product: NO REPORTS FOUND

Exposure Limits of Product: SEE SECTION II

Synergistic Materials: NO REPORTS FOUND

(☐) Carcinogenicity (☐) Reproductive Effects (☐) Teratogenicity (☐) Mutagenicity  
DOES NOT MEET W.H.M.I.S. CRITERIA FOR THESE EFFECTS.

## SECTION VII - PREVENTIVE MEASURES

Personal Protective Equipment: WEAR PPE TO MINIMIZE CONTACT WITH FINE DUST

Gloves (Specify): RECOMMENDED

Respiratory (Specify): APPROVED DUST AND MIST

Eye (Specify): SAFETY GLASSES

Footwear (Specify): SAFETY SHOES

Clothing (Specify): APPROVED WORK OVERALLS

Other (Specify): N. APP.

Engineering Controls (e.g. ventilation, enclosed process, specify): DUST COLLECTION RECOMMENDED. GENERAL VENTILATION TO KEEP DUST LEVEL LOW.

Leak, Spill and Waste Disposal: SWEEP, SHOVEL, VACUUM. RECLAIM OR DISPOSE. CONSULT LOCAL, PROVINCIAL, FEDERAL ENVIRONMENTAL AUTHORITIES TO ENSURE DISPOSAL COMPLIANCE.

Handling Procedures & Equipment: USE RESPIRATOR AND GOGGLES TO PROTECT FROM DUST.

Storage Requirements: STORE IN A DRY, WELL VENTILATED AREA.

Special Shipping Information: NONE

## SECTION VIII - FIRST AID MEASURES

Skin: WASH WITH SOAP AND PLENTY OF WATER. OBTAIN MEDICAL ADVICE IF IRRITATION PERSISTS.

Eye: FLUSH WITH GENTLE STREAM OF WATER FOR AT LEAST 10 MINUTES. OBTAIN MEDICAL ATTENTION.

Inhalation: REMOVE TO FRESH AIR. APPLY ARTIFICIAL RESPIRATION IF NECESSARY. OBTAIN MEDICAL ATTENTION.

Ingestion: IF LARGE AMOUNTS ARE SWALLOWED, OBTAIN MEDICAL ATTENTION IMMEDIATELY.

General Advice:

## SECTION IX - PREPARATION DATE OF M.S.D.S.

Sources Used: CCFINFO, HSDB, DATA PROVIDED BY W.M.E.M.C.

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Date: FEBRUARY 1994

Additional Information: THIS INFORMATION IS GIVEN IN GOOD FAITH AND IS TAKEN FROM SOURCES BELIEVED TO BE RELIABLE AND ACCURATE AS OF THE DATE STATED. HOWEVER, OCCUTOX CONSULTING INC. MAKES NO REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION AND WILL NOT BE RESPONSIBLE FOR LOSS OR DAMAGES OF ANY KIND RESULTING FROM THE USE OR RELIANCE UPON INFORMATION. NO REPRESENTATIONS OR WARRANTIES EITHER EXPRESSED OR IMPLIED OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OF ANY OTHER NATURE ARE MADE HEREUNDER WITH RESPECT TO THE INFORMATION SET FORTH HEREIN OR TO THE PRODUCT TO WHICH THE INFORMATION REFERS.



# WORK PERMIT

L4

Date \_\_\_\_\_ Equipment # \_\_\_\_\_ W/O # \_\_\_\_\_

Location of Work \_\_\_\_\_

Authorized by \_\_\_\_\_ (Gen Foreman/Superintendent)

## TYPE OF HAZARD

- 1) **CONFINED SPACE** - Atmosphere may be \_\_\_\_\_ Oxygen Deficient \_\_\_\_\_ Flammable \_\_\_\_\_ Toxic
- 2) **HOT WORK** - Hazards are \_\_\_\_\_ Burns \_\_\_\_\_ Fire/Explosion \_\_\_\_\_ Elect Shock \_\_\_\_\_ Radiation \_\_\_\_\_ Heat Exhaustion  
\_\_\_\_\_ Welding Fumes \_\_\_\_\_ Welding Vapours \_\_\_\_\_ Dust
- 3) **OTHER HAZARDOUS WORK** - Hazards Include  
\_\_\_\_\_ Heights \_\_\_\_\_ Hot Atmospheres \_\_\_\_\_ Radioactivity \_\_\_\_\_ Sandblasting \_\_\_\_\_ Flammable \_\_\_\_\_ Fumes \_\_\_\_\_ High Pressure  
\_\_\_\_\_ Chemicals (identify) \_\_\_\_\_, \_\_\_\_\_ Carcinogens (identify) \_\_\_\_\_  
\_\_\_\_\_ Environmental risk (describe) \_\_\_\_\_  
\_\_\_\_\_ Other, Possibility of damage to \_\_\_\_\_ Equipment \_\_\_\_\_ Facilities \_\_\_\_\_ Process

## PRECAUTIONS REQUIRED

### 1) ATMOSPHERIC TESTING

Atmospheric testing required prior to work (Ind Hygiene)

\_\_\_\_\_ Oxygen (19.5 - 21%) \_\_\_\_\_, \_\_\_\_\_ Toxic \_\_\_\_\_ Flammable, Other oxygen displacing gas/vapour \_\_\_\_\_ H2S \_\_\_\_\_ CO \_\_\_\_\_ Methane \_\_\_\_\_ CO2  
\_\_\_\_\_ Other (describe) \_\_\_\_\_

Monitoring Required \_\_\_\_\_ Continuous \_\_\_\_\_ Periodic \_\_\_\_\_ Interval \_\_\_\_\_ Safe to Enter/Proceed,

Signature \_\_\_\_\_ (Industrial Hygiene)

### 2) CLEANING

\_\_\_\_\_ Drain & Flush \_\_\_\_\_ Steam \_\_\_\_\_ Descale \_\_\_\_\_ Sandblast \_\_\_\_\_ High Pressure Wash \_\_\_\_\_ Local Hand Clean

### VENTILATION

\_\_\_\_\_ Natural \_\_\_\_\_ Powered Air Supply \_\_\_\_\_ Venturi Exhauster \_\_\_\_\_ Other (describe) \_\_\_\_\_

### 4) FIRE/EXPLOSION PROTECTION

\_\_\_\_\_ Fire extinguisher required at work place Type \_\_\_\_\_ Foam \_\_\_\_\_ CO2 \_\_\_\_\_ Drychem, Container Tanks are cleaned and snifted by \_\_\_\_\_, Chemical Fuel Lines are to be: \_\_\_\_\_ Isolated \_\_\_\_\_ Drained \_\_\_\_\_ Flushed Snifted by: \_\_\_\_\_  
\_\_\_\_\_ Electrical cables below and around area are to be protected. \_\_\_\_\_ Flammables are to be cleared from the area

### 5) ISOLATION

\_\_\_\_\_ Electric Lock Outs; \_\_\_\_\_ Pressurized Lines Isolated, bled & tagged - Describe. \_\_\_\_\_  
\_\_\_\_\_ Physical Hazards \_\_\_\_\_ Blocked \_\_\_\_\_ Roped \_\_\_\_\_ Plated \_\_\_\_\_ Shored \_\_\_\_\_ Identified etc. Describe. \_\_\_\_\_

### 6) SPECIAL CLOTHING AND EQUIPMENT

\_\_\_\_\_ Rubber boots \_\_\_\_\_ Rubberized coveralls \_\_\_\_\_ Face Masks \_\_\_\_\_ Special Goggles/Lenses \_\_\_\_\_ Leather Jackets \_\_\_\_\_ Leather boots  
\_\_\_\_\_ Raingear \_\_\_\_\_ Throw Away Coveralls \_\_\_\_\_ Safety Harness \_\_\_\_\_ Special tools \_\_\_\_\_ Life ring \_\_\_\_\_ Flotation Device  
\_\_\_\_\_ Ticket required

### 7) RESPIRATORY PROTECTION

\_\_\_\_\_ Dust Mask (specify) \_\_\_\_\_, \_\_\_\_\_ Organic vapour \_\_\_\_\_ Racial air supply & helmet \_\_\_\_\_ High efficiency particulate  
\_\_\_\_\_ Scott air pack \_\_\_\_\_ Welding Mask

### 8) TRAINING (Employee has been instructed on)

\_\_\_\_\_ The use of respirators \_\_\_\_\_ Entry & Exit/Escapes routes \_\_\_\_\_ What & How the job is to be done \_\_\_\_\_ Confined Space Dangers

### 9) STANDBY PERSON REQUIRED

\_\_\_\_\_ One \_\_\_\_\_ Two \_\_\_\_\_ Rescue trained, \_\_\_\_\_ Visual Contact \_\_\_\_\_ Audio Contact \_\_\_\_\_ Safety belt & Lifeline

### 10) WORK AREA PRECAUTIONS REQUIRED

\_\_\_\_\_ Floor openings are to be handrailed off \_\_\_\_\_ Work area is to be "Danger" taped off \_\_\_\_\_ Area below is to be "Danger" taped off  
\_\_\_\_\_ Environmental protection required (describe) \_\_\_\_\_  
\_\_\_\_\_ Precautions required to protect equipment, facilities or process (describe) \_\_\_\_\_

\_\_\_\_\_  
Foreman's Signature

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_ Complete \_\_\_\_\_ Incomplete

This permit; 1) is valid for one day only, 2) is to be posted at the job; 3) is to be returned to the foreman at shiftend or on completion of the job