

RETURN TO WORK PROTOCOL AGREEMENT

Between:

BHP BILLITON DIAMONDS INC.

(the "Employer")

And:

THE PUBLIC SERVICE ALLIANCE OF CANADA

DIAMOND WORKERS UNW LOCAL X3050

(the "Union")

Benefits

1. The Employer will continue benefits and pension continuation for each employee until the employee is scheduled to return to work provided:
 - a. the Union immediately tenders payment in full for all payments and premiums invoiced for the continuation of benefits and pension during the strike; and
 - b. the Union agrees to tender payment in full within 30 days of being invoiced for all premiums and payments required to maintain the continuation of benefits and pension from the date of ratification until each individual employee is scheduled to return to work.

Notification of return to work

2. Immediately after reaching this Agreement, the Employer will send to each employee's mailing address on record with the employer a registered letter advising them of the date they are scheduled to return to work for their first rotation and advising of how to contact the employer to confirm their intention to return to work.
3. Employees will have until 4:30 pm Mountain Time July 17, 2006 to verbally confirm with the Employer that they intend to return to work as scheduled, or they will be deemed to have abandoned their job and will be treated as resigned, absent compelling justification for not having responded by this date, and their position may be filled from other sources.
4. The Employer reserves the right to attempt to make contact with employees through means in addition to the registered letters to ascertain whether employees intend to return to work and advise of the process and timing for returning to work.

5. Unless directed otherwise by the Employer, employees will return to work on the Wednesday for their next rotation start following execution of the Return to Work Protocol Agreement.

6. The Employer will ensure that employees who need to give up to two weeks' notice of resignation to other employers to return to work will not be deemed to have abandoned their positions provided they notify the Employer of their intention to return as set out above.

Return to work procedure

7. All employees will undergo a return to work re-orientation session upon return to site and before they can resume active job duties. The re-orientation session will include, but not be limited to topics such as safety, ZIP refresher, departmental orientation, Personal Safety Commitment renewal, general information concerning changes in work procedures, payroll etc.

8. The return to work session is treated as working time.

Resumption of salary

9. For each individual employee, salary will resume on the Wednesday the employee is scheduled to return to site after ratification, provided the employee in fact returns to site. Gross pay will reflect the hours worked in the pay period. The return to work bonus payment will be made on the first paycheque following completion of your first rotation.

Pre-approved Leaves

10. Unless exceptional circumstances exist, leaves which had been approved prior to the strike commencing will be honoured. Pre-approved leaves will only be re-scheduled where no reasonable alternative exists.

11. All leave requests made after the strike, or made prior to the strike but not yet approved, will be processed in accordance with the procedure set out in the collective agreement.

Probationary periods

12. Days missed from work due to participating in the strike will not be counted toward completion of any probationary period. Probationary periods will be extended as necessary after the employee has returned to work.

Service during the strike

13. Time spent by employees on strike will not constitute a break in service, but will be treated as an unpaid leave of absence. Vacation accrual will recommence on actual return to work. Seniority will accrue notwithstanding participation in the strike.

Site access

14. The Union's servicing officer will be permitted to attend site, on each of the four Wednesdays that employees are scheduled to return to site.

Fuel subsidy repayment

15. Employees who owe the Employer reimbursement for fuel purchase payments made on their behalf will have the amounts deducted from their first pay-cheque after they have returned to work. If the amount owed is greater than \$500.00, then the excess will be deducted from successive cheques in amounts up to \$500.00 per cheque, until the debt is repaid.

Bulletin boards

16. In order to make a fresh start, the Employer and the Union agree to remove from their respective bulletin boards all notices concerning the negotiations and the strike, up to the date of ratification.

BHP Billiton Diamonds Inc.

date

Carol Hall

**Public Service Alliance of Canada
Diamond Workers Local X3050**

July 7, 2006

date