

## **Collective Bargaining Agreement 2017/2018**

By this private instrument, on one side:

**VALE S.A.**, a limited liability company with headquarters in the city of Rio de Janeiro - RJ, at Av. das Américas, 700, 3o. andar, Barra da Tijuca, CEP - 22.640-100, registered on CNPJ (MF) under No. 33.592.510/0001-54, hereinafter referred to simply as COMPANY;

On the other side:

**SINDICATO DOS TRABALHADORES NAS INDÚSTRIAS DE PROSPECÇÃO, PESQUISA, EXTRAÇÃO, BENEFICIAMENTO, OPERAÇÕES PORTUARIAS DE MOVIMENTAÇÃO, ESTOCAGEM E EMBARQUE DE MINÉRIOS NO ESTADO DO RIO DE JANEIRO**, registered on CNPJ (MF) under No. 32.319.881/0001-02, with headquarters in the city of Rio de Janeiro - RJ, at Praça XV de Novembro, 38-A - 5o. andar - Centro - RJ - 20.010-010;

Hereby represented by its Directors and hereinafter referred to simply as UNION.

On November 24<sup>th</sup>, 2017, COMPANY and UNION jointly agreed with this COLLECTIVE BARGAINING AGREEMENT, covering the workers, Vale S/A employees, represented by UNION, regarding the base date of November 1<sup>st</sup>, 2017, setting forth in its content the clauses duly approved in a General Meeting of COMPANY's employees, held specially for this purpose, and setting forth the following conditions:

### **1. ADJUSTMENT**

As from the month of signature of this agreement, the Company will readjust the base salaries of its employees effective on October 31<sup>st</sup>, 2017 at two point five percent (2.5%).

### **2. COMPENSATORY INDEMNIFICATION**

2.1. As a form of compensation due to the restrictive changes in the Health Plan, contained in clauses 11.1.4.2 and 11.1.4.3 of this agreement, which entailed the discontinuation of the orthodontic and implantology specialties, the company will pay its employees with a labor contract in force until October 31<sup>st</sup>, 2017 a Compensatory Indemnification unrelated to the salary in the amount of one thousand and two hundred Reais (R\$1,200.00).

2.1.1. Employees who have been pre-advised of contractual termination until October 31<sup>st</sup>, 2017, whose prior notice has been indemnified, will not be entitled to the benefit provided in this clause.

2.2. Payment will be made within ten (10) business days from the date of signature of this agreement for employees who have active contracts on the date of payment.

- 2.3. For employees receiving joint or accident sickness leave and maternity leave, indemnification will be made at the first payment event following the return of the employee to work.
- 2.4. The Indemnification, exceptional and exclusive, paid under the Collective Agreement 2017/2018, does not constitute remuneration for work and, therefore, is not a salary. It does not include remuneration for any purpose, including social security, according to article 28, §9, e.7 of Law 8,212/91, and is not a precedent for any other concession of the same nature.

### **3. MEAL CARD - COVENANT**

- 3.1. From the month of signature of this agreement until October/2018, the Company will provide monthly credits in electronic card, as a Meal Card, in the monthly amount of seven hundred and seventeen Reais and fifty cents (R\$717.50).
- 3.2. Exceptionally, in the period of ten (10) working days counted from the signature of this agreement, an extra credit in the Meal Card in the amount of seven hundred and seventeen Reais and fifty cents (R\$717.50) will be provided to all employees active in November 30<sup>th</sup>, 2017;
  - 3.2.1. Employees hired as of December 1<sup>st</sup>, 2017 will not be entitled to extra credit;
- 3.3. The monthly amount of credits to be received by employees, during the term of this Agreement, will be proportional to the period worked.
- 3.4. Employee participation will be five percent (5%) of the cost of the benefit.
- 3.5. Employees who have been notified prior to the termination of the contract until the date of execution of this instrument, whose prior notice period has been indemnified, will not be entitled to the benefit provided for in this clause.
- 3.6. The benefit established in this clause is not a salary and does not integrate the salary for any legal effect, being governed by the instructions of PAT (Worker's Food Program) established by Law 6321/76.

### **4. BASE SALARY**

- 4.1 It is hereby established the base salary of one thousand, five hundred and forty-two Reais and ninety-nine cents (R\$1,542.99).
- 4.2 The Base Salary established hereby will be considered as the basis of calculation for payment of the unhealthy work additional payment.

## **5. DATE OF PAYMENT**

The Company will pay its employees as follows:

- a) On the fifteen (15<sup>th</sup>) of each month, the biweekly advance payment will be made, complying with all other regulatory criteria for its processing.
- b) Until the first working day of the month following the due date, the supplementary payment for the month will be made.

## **6. NIGHT SHIFT ADDITIONAL PAYMENT**

6.1. The employee subject to night shift, that is, work executed between 10 pm (ten) of a given day and 5 am (five) of the next day, will receive, on the value of the normal hour (value per hour of its base salary ), for each hour of service provided at the time mentioned, an additional payment of sixty-five percent (65%) corresponding to:

- a) twenty percent (20%) for the night work referred to in Article 73 of CLT;
- b) forty-five percent (45%) for the payment of the seven minutes and thirty seconds (7'30") of each period of sixty (60) minutes effectively worked, resulting from the reduction of the night hour, provided in § 1 of article 73 of CLT.
- c) the weekly workload of the employee subject to night shift under the above conditions will be a maximum of 42h30min for fixed workdays. Workdays in shift regime must follow the maximum limits established by law or in specific provisions of collective agreements entered into between the parties.
- d) the periodic medical examinations of employees subject to night work will include assessment of possible health effects arising from sleep-related issues. At the discretion of the occupational physician, the employee will receive specific follow-up to better adapt to the workday, allowing a better quality of life.

## **7. FREQUENCY REGISTRATION**

7.1 Vale may adopt Alternative Workday Control System, pursuant to Ordinance 373, dated February 25<sup>th</sup>, 2011, of the Brazilian Ministry of Labor and Employment.

7.2. The alternative system may be in electronic format, as provided in articles 2 and 3 of the aforementioned Ordinance.

7.3 Vale declares that the electronic frequency control system to be adopted:

- a) shall not allow for unilaterally changing or deleting the data stored in the clocking-in record memory; this data is inviolable.
  - b) shall have no restrictions with regards to clocking-in records nor a functionality enabling the automatic clocking-in recording.
  - c) shall keep a data center managed by Vale's Information Technology Department, which shall provide consultation, electronic or printed data extraction, with individual identification of each employee, for inspection purposes.
- 7.4 The Company renews its commitment to ensure the Unions of the monitoring of the frequency record, made by means of the alternative electronic record system, providing the timesheets of one or more employees subject to work hours control, within 3 (three) business days from its request.
- 7.5 The Company shall adopt mechanisms to enable the individual electronic consultation by the highest number possible of employees and shall ensure the provision of a printed copy of the time sheet whenever the employee requests it.
- 7.6. The employee shall also be provided with information from the frequency record that generates a change in their remuneration.
- 7.7 The parties also agree that the coverage of Vale's frequency control is provided on NFN-0012 and until there is a provision in a specific collective regional agreement, employees in positions that require higher education levels are exempt from frequency records.

## **8. OVERTIME**

The payment of overtime shall be made with the following percentages:

- a) 50% (fifty percent) for the two first hours of work;
- b) 110% (one hundred and ten percent) for additional hours of overtime starting from the third hour;
- c) 120% (one hundred and twenty percent) for overtime worked on weekly rest days, holidays, or days that are not part of the employee's normal work days (Saturdays, for administrative hours personnel, or days off for rotating personnel);
- c) 120% (one hundred and twenty percent) for overtime worked on Saturdays, on weekly rest days, holidays, or days off, for employees who exercise the role of operator.

If the employee is requested to appear at times outside their normal working hours, when they are at their residence, they are ensured the payment of three (3) overtime hours, if the duration of the work is lower than that

number, respecting the percentages defined in this clause.

For the effects of this clause, only hours worked beyond the normal duration of the work from November 01st, 2017 shall be considered.

## **9. CHRISTMAS BONUS ADVANCE PAYMENT**

The practice of the advance payment of 50% (fifty percent) of the Christmas Bonus at the time of the employee's vacations is maintained as follows:

9.1. In the month of November 2017, the company shall pay the difference between the portion paid in advance and 50% (fifty percent) of the salary for that month. In December 2017, the final part of the Christmas Bonus shall be paid.

## **10. EMPLOYMENT OR SALARY GUARANTEE**

10.1. Of employees who become mothers

The company shall guarantee to mothers, by pregnancy or adoption, their employment or salary for 120 (one hundred and twenty) days after the end of their maternity leave, except in the event of dismissal with cause or the end of a labor agreement with a set term.

10.2. Of employees who become fathers

The company shall guarantee, to employees who become fathers, their employment or salary for 60 (sixty) days from the birth of the child, except in the event of dismissal with cause or the end of a labor agreement with a set term.

## **11. HEALTH INSURANCE**

11.1 Registration Regime

11.1.1 High Risk Expenses

In high risk expenses (hospital admission) the percentage of participation of the company in the registration regime shall be 99% (ninety nine percent), and the participation of the employee per event (hospital admission) shall be limited to 3 (three) times their monthly base salary.

11.1.2. Low Risk Expenses

In the registration regime, for low risk expenses, the percentage of participation of the company shall be 55% (fifty-five percent).

11.1.2.1. For employees receiving a basic salary equal to or higher than R\$ 3,332.86 (three thousand, three hundred and thirty-two Brazilian Reais and eighty-six cents), the percentage of the company's participation in the registration regime shall be 80%

(eighty percent).

#### 11.1.3. Physical Therapy Treatment

The enrollment of clinics for performing physical therapy treatments shall be maintained observing the criteria currently practiced and with the participation of the company at 65% (sixty-five percent) of the expenses incurred.

11.1.3.1. The company shall provide physical therapy treatments at home, if necessary, to Healthcare Insurance beneficiaries who evidence that they incapable of locomotion, pursuant to a report to be approved by a medical expert hired by the company.

#### 11.1.4. Dental Care

For expenses with dental care in the registration regime, the percentage of participation of the company shall be 55% (fifty-five percent).

11.1.4.1. For employees receiving a basic salary equal to or higher than R\$ 3,332.86 (three thousand, three hundred and thirty-two Brazilian Reais and eighty-six cents), the percentage of the company's participation in the registration regime shall be 80% (eighty percent).

11.1.4.2. Dental treatments shall be made available in the following specialties for the procedures covered by the plan:

- a) dental general practice;
- b) dental pediatrics;
- c) endodontics;
- d) periodontics;
- e) oral radiology;
- f) oral surgery;
- g) Prosthesis not related to implants.
- h) Stomatology.

11.1.4.3. Treatments in the specialties of orthodontia and implant dentistry shall be maintained throughout this collective agreement exclusively for employees and their dependents who started treatment until November 30, 2017, observing the conditions expressed in the 2016-2017 Collective Agreement.

#### 11.1.5. Organ Transplant

In the registration regime, the company will cover 99% (ninety-nine per cent) of hospital expenses incurred by an external donor (one who is not an employee, nor an employee's dependent), in the event of an organ donation to an employee or an employee's dependent.

The coverage provided in this clause includes, exclusively, the following services:

- a) Preliminary exams;
- b) Hospital daily rates and fees, materials and medication in the admission regime;
- c) Surgeon's, anesthesiologist's, auxiliary doctors' and surgical technologist's fees.

The company's financial participation shall cease once the external donor receives hospital discharge.

#### 11.1.6. Specialized Treatments / Diagnosis

11.1.6.1. Expenses related to extracorporeal and ultrasound lithotripsy procedures (kidney stone treatment), computerized tomography, hemodynamics, MRIs, when performed under the registration regime, shall have the company participation set forth at 85% (eighty-five percent), except when performed in an hospital admission regime, wherein the participation of the company in expenses shall be 99% (ninety-nine percent).

11.1.6.2. In expenses related to chemotherapy and radiotherapy procedures, in the treatment of cancer, and hemodialysis, all under the registration regime, company participation shall be 99% (ninety-nine percent).

#### 11.1.7. Speech Therapy

11.1.7.1. The company shall renew its speech therapy in the registration regime, observing the following percentages with regards to the participation of the company in expenses made:

a) off-patient regime: 65% (sixty-five percent), except for employees receiving a basic salary equal to or higher than R\$ 3,332.86 (three thousand, three hundred and thirty-two Brazilian Reais and eighty-six cents), wherein the percentage of the company's participation in the registration regime shall be 85% (eighty percent).

b) inpatient regime: 99% (ninety-nine percent).

#### 11.1.8. Expenses with psychiatric treatment

The company shall maintain its enrollment of doctors and institutions specialized in clinical or off-patient psychiatric treatment.

#### 11.1.9. Expenses with psychological / psychiatric treatment

The company shall enroll psychologists observing the following maximum limits for participation per half-year:

- a) R\$ 1,560.76 (one thousand, five hundred and sixty Brazilian Reais and seventy-six cents) in the clinical treatment, per beneficiary;
- b) R\$ 3,121.54 (three thousand, one hundred and twenty-one Brazilian Reais and fifty-four cents) in treatment under hospitalization, per beneficiary.

#### 11.1.10. Expenses in locations without professionals and/or accredited establishments

In places where there are no professionals or establishments accredited in the specialties that the employee needs, it will be reimbursed the higher of:

- a) The percentage provided for the free choice regime in the ACT or;
- b) The percentage provided for the accreditation scheme calculated on the values used in the accreditation table, that is, the value that the company would pay if there were accreditation.

### 11.2 Free choice regime

#### 11.2.1. Expenses with psychological and psychotherapeutic treatment

The company will reimburse 40% (forty percent) of the expenses with this type of treatment observing the semi-annual ceilings of:

- a) R\$ 1,560.76 (one thousand, five hundred and sixty Brazilian Reais and seventy-six cents) in the clinical treatment, per beneficiary;
- b) R\$ 3,121.54 (three thousand, one hundred and twenty-one Brazilian Reais and fifty-four cents) in treatment under hospitalization, per beneficiary.

#### 11.2.2. Reimbursement of medical expenses

The reimbursement is provided for the procedures covered by the plan and is subject to medical regulation and prior release thereof:

- a) In the event of high risk, the reimbursement percentage will be maintained at 70% (seventy percent), limited to 3 (three) times the reimbursement table in force at the operator;



- b) In the event of small risk (consultations, examinations and fees), the reimbursement percentage will be maintained at 40% (forty percent), being the reimbursement limited to 3 (three) times the table in force at the operator;
- c) In the event of dental treatment, the reimbursement will be maintained at 50% (fifty percent) of the current dental table.

#### 11.2.3. Phonoaudiological Therapy

The company will reimburse 40% (forty percent) of the expenses with phonoaudiological therapy, observing the semi-annual ceilings of R\$ 874.37 (eight hundred and seventy-four Brazilian Reais and thirty-seven cents), per beneficiary of the Medical Insurance.

#### 11.2.4. Dependent Person with disability - PWD

The company will reimburse 90% (ninety percent) of the expenses related to the treatment of dependents with special needs listed in PGS 003058.

11.2.4.1. The special needs referred to in this clause and defined in the abovementioned PGS must be proven by means of reports issued by medical institutions.

11.2.4.2 The reimbursement is limited to the amount equivalent to R\$ 2,156.34 (two thousand, one hundred and fifty-six Brazilian Reais and thirty-four cents) per month, per dependent.

#### 11.2.5. Occupational Therapy

Expenses with occupational therapy will be reimbursed in cases of recovery after accident and for dependents with special needs, provided that such treatments are justified by a professional accredited by the Medical Insurance and approved by the company.

#### 11.2.6. Digital Mammography

The expense with digital mammography will be reimbursed provided that such examination is justified by a professional accredited by the Medical Insurance and approved by the company.

#### 11.3. Health Care/Spouse

The company will consider the spouse and, under the terms of its regulation, the partner, including the same sex, as dependent of the

employee for the purposes of Medical Insurance, regardless of the date of admission of the same in the company and income perceived.

#### 11.4. Medical Insurance / Debt Discount

During the term of this agreement, the company will observe as a monthly limit for the discount of debts arising from the use of the Medical Insurance, equivalent to 10% (ten percent) of the employee's basic salary.

#### 11.5. Medical Insurance - Amnesty of Post-Death Debts

The company undertakes to amnesty the outstanding Medical Insurance debts of the deceased employee.

#### 11.6. Operation for Correction of Myopia / Astigmatism

The refractive ophthalmologic surgeries (myopia and astigmatism), with no minimum limit of visual impairment, subject to the limits of the accreditation or free choice regime, depending on the case, are conditioned to the medical indication and to the approval of the doctor indicated by the company.

#### 11.7. Maintenance of Medical Insurance - Occupational Accident

In the event of a fatal occupational accident, the company will ensure the benefit of the Medical Insurance to dependents of the deceased employee.

11.7.1. The same conditions and benefit limits applicable to active employees will be observed.

#### 11.8. Retired for Disability

During the term of this collective agreement, the company will ensure the benefit of the Medical Insurance to those employees who, in the course of the employment contract, obtained or will obtain disability retirement, granted by the Brazilian Institute of Social Security - INSS.

a) The same conditions and benefit limits applicable to active employees will be observed.

b) For retirees participating in the VALIA, during the term of this agreement, the company will observe as a monthly limit of discount of debts arising from the use of the Medical Insurance, equivalent to 20% (twenty percent) of the benefit paid by VALIA.

11.9. The company undertakes to include the expenses with the companion's food in the hospitalization expenses (great risk) covered by the Medical Insurance.

#### 11.10. Polysomnography (Sleep Study)

The Polysomnography procedure is authorized, subject to the medical indication and the approval of a doctor appointed by the company, subject to the limits of the accreditation or free choice regime, as the case may be.

### **12. Miscellaneous additional BENEFITS**

#### 12.1. Expenses with corrective lens acquisition

The company will reimburse 50% (fifty percent) of the expenses with acquisition of corrective lens, observing the annual ceilings of R\$ 333.43 (three hundred and thirty-three Brazilian Reais and forty-three cents), per beneficiary of the Medical Insurance.

#### 12.2. Expenses with eyeglasses frames

The company will reimburse 50% (fifty percent) of the expenses with acquisition of eyeglasses frames, observing the annual ceilings of R\$ 333.43 (three hundred and thirty-three Brazilian Reais and forty-three cents), per beneficiary of the Medical Insurance.

#### 12.3. Expenses with disposable material for users of diabetes treatment

The company will reimburse, for people with diabetes, 50% (fifty percent) of the expenses with acquisition of disposable material used in the blood glucose meter (syringe, needle, measuring kit etc.), observing the monthly ceiling of R\$ 196.85 (one hundred and ninety-six Brazilian Reais and eighty-five cents), per beneficiary of the Medical Insurance.

#### 12.4. Vaccine expenses

The company will reimburse 40% (forty percent) of the expenses with vaccines used to prevent infectious diseases, duly registered with the Ministry of Health, limited the reimbursement to the specific amount of R\$ 285.54 (two hundred eighty-five Brazilian Reais and fifty-four cents) per vaccine, per beneficiary of the Medical Insurance.

#### 12.5 Medicines

The company will cover expenses with the medicines covered by PGS 003058 and also their respective generic ones, according to the percentages of participation provided in said PGS.

12.5.1. For employees receiving a basic salary of R\$ 3,332.86 (three thousand, three hundred and thirty-two Brazilian Reais and eighty-six cents), the percentage of the company's participation will be 70% (seventy percent).

## 12.6 Special Medicines

The company will try to acquire, directly from laboratories, medicines not commercialized in pharmacies, including those used in the treatment of AIDS. The company's participation in this expense will be 60% (sixty percent).

## 12.7. AIDS

12.7.1. The company will fully assume the costs of the AIDS virus detection test when requested by the employee to the company's doctor and carried out in the network of laboratories indicated by the company.

12.7.2. The company will continue to carry out preventive campaigns against AIDS.

## 12.8. Medicines for Occupational Accident Victims and Occupational Disease Patients

The company will continue the practice of providing medicines for occupational accident victims and occupational disease patients, at the discretion of its medical staff.

## **13. RESPECT AND APPRECIATION OF THE EMPLOYEE: PREVENTION OF MORAL HARASSMENT**

13.1. Respect for employees in the workplace is a priority to Vale.

13.2. Questions related to violation of the Code of Ethics, moral and sexual harassment or issues of any other nature that represent improper actions or harmful to employees may be referred to the Ethics and Conduct Office through the Reporting Channel.

## **14. LIFE INSURANCE**

The value of the contributions related to the life insurance premium will be paid in full by the company and will not constitute salary, under the terms of paragraph 9, item XXV, art. 214 of Decree 3048/99.

## **15. VACATIONS**

15.1. Within 45 (forty-five) days before the start of the vacation, the employees are entitled to apply for the vacation loan, as follows:

- a) For employees receiving a monthly basic salary of up to R\$ 5,413.04 (five thousand, four hundred and thirteen Brazilian Reais and four cents), the loan will be 40% (forty percent) of the base salary;
- b) For employees receiving a monthly basic salary above R\$ 5,413.04 (five thousand, four hundred and thirteen Brazilian Reais and four

cents), the loan will be 20% (twenty percent) of the base salary.

- 15.2. The vacation loan will be paid by the company in a single installment, in the monthly paycheck of the starting month of the vacation.
- 15.3. When the vacation period is split, the vacation loan can only be requested in the last period.
- 15.4. The vacation loan can be deducted from the employees by debiting the paycheck in two ways:
- a) a single installment within the term of up to 9 (nine) months after return of vacation, where the employee will choose in which month the discount will be made.
  - b) or in 9 (nine) equal monthly installments, from the month following the return from the vacation.
- 15.5. The split of the vacation is a faculty reserved to the employee, according to his/her personal interest, provided that the company is requested at least 45 (forty-five) days in advance, respecting the following modes:
- a) Division of vacations in up to 3 parts, one of them cannot be less than 14 days and the following cannot be less than 5 days (periods must add 30 days) or,
  - b) If it is opted for the cash payment (sale of 10 days), the vacations can be divided in 2 parts, one of them cannot be less than 14 days and the other cannot be less than 5 days (the 2 periods must add 20 days).

## **16. MEDICAL CERTIFICATE**

- 16.1 In cases of sick leave, within 48 (forty eight) hours of the beginning of his/her leave, the employee must present the respective medical certificate to the Occupational Medicine of his/her Unit, being able to do so personally, by electronic or by any duly authorized person.
- 16.2 The employee must appear before the occupational medicine before returning to work for the decision on paid leave for health care.
- 16.3 The company will not enter the medical leave, which period of absence does not exceed 15 (fifteen) days, in the Employee's Work and Social Security Card.

## **17. FUNERAL PAYMENT**

The funeral payment is maintained in the event of the death of the employee or his or her dependent enrolled in the company for the purposes of the Medical Insurance, pursuant to PGS 003058, considering a single benefit

amount of R\$ 3,795.50 (three thousand seven hundred seventy and ninety-five Brazilian Reais and fifty cents), per employee / dependent.

#### **18. BENEFITS/DEPENDENTS WITHOUT OWN ECONOMY**

For the purpose of granting the benefits established by the company, the expression "without own economy" equals earnings of up to 1 (one) minimum wage.

#### **19. DAY-CARE / KINDERGARTEN**

The company will grant to its employee, observing the PGS 003058 and until there is provision in specific regional collective agreement, the day-care/kindergarten reimbursement in the following conditions:

- a) 100% (one hundred percent) reimbursement, in the case of child care, up to the 36th month of life;
- b) 60% (sixty percent) reimbursement, in the case of child care, from the 37th to the 72nd month of life, limited to R\$ 381.05 (three hundred and eighty-one Brazilian Reais and five cents).

The day-care/kindergarten reimbursement will continue to be extended, under the same conditions, to the divorced, separated or single-parent employee who has custody of the children by court order, as well as the widowed employee.

#### **20. BREASTFEEDING**

In order to breastfeed her own child until he/she is 6 (six) months old, the employee may choose:

- a) Two daily intervals of 30 (thirty) minutes;
- b) One hour before the start of the working day;
- c) One hour increase in interval period for meal;
- d) One hour before the end of the working day.

20.1 When the health of the child requires, the period of 6 (six) months may be extended by an evaluation of a professional accredited by the Medical Insurance.

#### **21. EDUCATIONAL REIMBURSEMENT**

The company will reimburse its employees with the expenses incurred by them in undergraduate, secondary and higher education courses (from the operating authorization by the Ministry of Education), under the terms of PGS 003058.

- 21.1. For employees on leave with sick pay, the educational reimbursement provided for in this clause will be maintained for a period of 6 (six) months from the date of the beginning of the leave. The reimbursement will be resumed when the employee receives discharge from the Occupational Medicine and returns to work activities;
- 21.2. As of the date of this agreement, it is agreed between the parties that, for the granting of new educational reimbursements for higher education courses, the following prerequisites must be observed:
- a) the course should be related to the area of work of the employee in the company;
  - b) the employee may not have completed a previous higher education course;
  - c) the employee must have at least 3 (three) full years of work in the company.
- 21.3. Reimbursement of higher-level course expenses is a one-time benefit and will only apply to the first higher education course that the employee enrolls.
- 21.4. It is ensured that no benefits relating to a higher education course already started will be discontinued.
- 21.5. The benefit provided in this clause is limited to one repetition of the employee.
- 21.6. Through this instrument, the company retains the reimbursement of the high school courses at 90% (ninety percent).
- 21.7. Exclusively for employees with a basic salary equal to or less than R\$ 3,332.86 (three thousand, three hundred and thirty-two Brazilian Reals and eighty-six cents), the company will reimburse the higher education courses at 85% (eight-five percent).

## **22. PARTICIPATION IN EXAMS**

- 22.1. The company will review all requests for change in the shift so that employees working on a shift regime participate in regular course or college entrance exams, as long as requested at least 48 (forty-eight) hours in advance.
- 22.2. The employee will be released from his/her activities on the days he/she is, evidently, performing entrance exams for admission to an institution of higher education, but he/she must communicate the company 7 (seven) calendar days before the exam.

## **23. ADULT EDUCATION COURSE REIMBURSEMENT**

The company will reimburse the expenses incurred by its employees in the enrollment and monthly fees of adult education courses related to elementary, middle and high school education, upon due proof, with the reimbursement being limited to the occurrence of one repetition.

#### **24. COMPENSATION OF BUSINESS DAYS/HOLIDAYS**

The company may compensate for the business days immediately preceding or following official holidays by extending the working day on days prior to or following the compensated days in order to avoid the normal work of employees on these days.

#### **25. TRANSFER TO TRADE UNIONS**

25.1. The company undertakes to transfer to trade unions, as long as they comply with the legal formalities, until the 5th (fifth) day of each month, the monthly payments of the associated employees effectively discounted.

25.2. In the event that the employee does not have sufficient lending limit to discount the union monthly payments, installments due under this title may only be discounted in subsequent months, up to the maximum amount equivalent to twice that monthly payment, without prejudice to the contribution of the same month.

25.3. The company will send to the trade unions signatory to this agreement, by the 5th (fifth) business day of each month, the list of the employees who had a discount in relation to the union monthly fee and the union contribution, with the total value of the respective transfer.

25.4 The company will send a listing with individual names and values of those employees which discount mentioned in item 25.2 could not be made.

#### **26. ADVANCE PAYMENT OF SICK PAY**

26.1. Conditioned to the issuance of the company's doctor's opinion, evidencing the potential receipt of the "sick pay" social security benefit, the company, through VALIA, will arrange for the advance payment of the respective amounts from the payroll of the month of issue of said opinion, observed the period of closure of said payroll.

26.2. Upon receipt of the first payment of the benefit by the INSS, the employee must pay the amounts advanced by VALIA.

#### **27. BULLETIN BOARD**

Unions are allowed to use a Bulletin Board located in restaurants and locker rooms in each unit of the company, for the purpose of disclosing employees' official communiqués of legal paper size, with no political, partisan or offensive content.



## **28. 6-HOUR SHIFT**

28.1. The company undertakes to maintain the practice of paying twice as much or compensating the hours worked on holiday for those employees subject to the regime of uninterrupted shifts of 6 (six) work hours.

28.2. The workload to be considered for all legal purposes will be 36 (thirty-six) hours per week, even if the scale eventually adopted by the company has a lower weekly duration.

28.3. In this case, the company may require the employee to complete the hours for the period of 36 (thirty six) hours, computing:

- a) The time spent in the displacement between the frequency recording location and the workstation, vice-versa;
- b) The time spent in training or occasional meetings.
- c) In the event of using the compensation provided in item b of this clause, the limitation of a maximum of two hours per month is fixed and even then these hours will be paid to the employees as normal hours, that is, without adding up.

28.3.1. The compensation hereby established allows the compensation to be paid within a maximum period of 30 (thirty) days.

28.3.2. The training and meetings cannot be scheduled in advance work scales and will only occur when necessary.

28.3.3. The employee who, due to the momentary need of the service, cannot enjoy his legal rest (art. 71, paragraph 1 of the CLT), without having the time of the interval taken or compensated in the normal duration of the journey, will receive the corresponding time of the interval consumed in service, plus the additional overtime.

28.3.4. The rules defined in this Clause are generally applicable, they do not oblige the parties to adopt the system of uninterrupted shifts of 06 (six) hours, but must be respected by VALE in the units or sectors as long as this alternative is effectively adopted and until there is prediction in a specific regional collective agreement.

## **29. OCCUPATIONAL HEALTH, HYGIENE AND SAFETY**

29.1. The company will comply with the occupational health, hygiene and safety standards, in order to reduce the effects of any unhealthy or hazardous agents, especially through:

- adoption of collective protection measures, whenever technically feasible;

- strict inspection regarding the adequate use of personal protective equipment / PPE;
- awareness-raising and enlightening campaigns on occupational health, safety and hygiene;
- inclusion, when carrying out the periodic examinations, of specific complementary tests for prevention/early detection:
  - a) of breast cancer for employees aged over 35 (thirty-five);
  - b) of prostate cancer for men aged over 45 (forty-five);
  - c) of coronary obstructive diseases for employees aged over 40 (forty).

29.1.1. The company will provide to the employee, when requested, a copy of the pre-employment, periodical and discharge medical examinations, after the final medical evaluation.

29.2. The company undertakes to send the unions the size of the CIPAS and copies of the minutes of the meetings within 10 (ten) days after their occurrence. In the event of a serious or fatal accident, a copy of the minutes of the meeting will be sent within 2 (two) business days after the accident, with Saturday as a business day.

29.3. The company shall notify the trade unions of the termination of the CIPA's mandate, 90 (ninety) days in advance, without prejudice to the remittance of the copy of the notice convening the elections within the legal term.

29.4. The company will send to the unions copies of the CATs (Work Accident Notification - CAT) issued by it, within 5 (five) business days from the issue. In the event of a serious or fatal accident, the delivery of the respective CAT will be given in 2 (two) business days after the accident, with Saturday as a business day.

29.5. According to the represented category, the company will provide the trade unions with an updated copy of the PPRA, PCMSO, PGR, PAM and PCE, protecting, with respect to PCMSO, the personal documents of the worker that may violate his/her privacy and private life, such as AIDS and cancer. The respective updates will be delivered within 30 (thirty) days after its update.

29.6. The company will grant the unions, twice a semester, access to the company premises to verify the health and safety conditions of the work contained in the PGR or PPRA, provided that accompanied by professionals of the company and prior understanding, with local responsible management by the Labor Relations area, of the conditions, date, place and number of participants.

29.7. The company, at the request of the unions, will hold specific meetings to present the progress of the implementation of NRs 10, 22 and 29.

29.8. The employee may stop performing activity due to the existence of serious and imminent risk, informing his/her superior that he will take appropriate action along with the occupational safety area. The return to the execution of the services will occur after the release of the place or activity by the occupational safety area of the company.

29.8.1. The employee will complete the standard form and deliver it to his superior on the date of the risk, and a copy will be sent to the Trade Unions within a period of up to 7 (seven) days.

29.9. Preparation of providing the information and whenever requested by the service providers, the company will provide the data for the preparation of the Social Security Professional Profile, and, in case the company is no longer operating, the said information will be made available directly to the workers.

29.10. The company undertakes to transport the employee, as a matter of urgency, to an appropriate place in case of accident, sudden illness or childbirth, provided that they occur during working hours or as a consequence of this.

29.11 The company undertakes to maintain periodic seminars on issues related to Occupational Health and Safety with the participation of trade unions.

### **30. MEETINGS - WORKING CONDITIONS**

Trade Unions may request the company, whenever it deems it necessary, to discuss the working conditions (unhealthy and hazardous agents) in the various locations of the company.

### **31. LEAVE TO A MOTHER OF ADOPTIVE SON**

31.1. Under Law 10,421 of April 15, 2002, the company will grant maternity leave of 120 (one hundred and twenty days) to its employee who adopts or obtain judicial custody for the purpose of adopting a child up to 8 (eight) years old.

31.2. Maternity leave will only be granted upon presentation of the judicial term of custody to the adopter or guardian.

### **32. PROVISIONAL TRANSFER OF PREGNANT EMPLOYEE**

Based on article 392, paragraph 4, of the CLT, the pregnant employee is guaranteed the right of provisional transfer of sector or function, when the health conditions require, provided there is previous proof of this necessity through a medical report issued or approved by the company's occupational physician.

### **33. FOLLOW-UP / THIRD-PARTY MEETINGS**

- 33.1. The company and the signatory Trade Union will meet twice (2) during the term of this agreement for the evaluation of matters related to service providers, as well as other relevant matters related to the collective bargaining agreement.
- 33.2. The company will endeavor to implement Shared SESMT in its various facilities.
- 33.3. Companies hired to provide services within the company's operating units will be provided with information about possible aggressive agents that can cause special retirement.

### **34. EMPLOYEES ON LEAVE**

Upon request of the trade union, the company will forward separate listings indicating the employees of its union base with sick pay or occupational accident pay.

### **35. AGREEMENT FOLLOW-UP**

In order to assess, evaluate and analyze compliance with this Collective Labor Agreement, the company and the Trade Unions establish a program of quarterly meetings between their respective representatives, at the request of either party. This call must be made with a minimum of 15 (fifteen) days in advance, containing the agenda of the items that will compose the agenda of the meeting.

### **36. UNIONS**

- 36.1. The company undertakes, during the term of this Agreement, to comply with Instruction NFN-0012 regarding the release of union leaders.
- 36.2. Trade Unions may carry out a unionization campaign for employees within the company's premises, in a place and conditions previously adjusted with the local management responsible for the area of Labor Relations.
- 36.3. The company will allow union leaders access to their industrial restaurants, provided there is a previous understanding with the local management responsible for the area of Labor Relations.
- 36.4. The company restates its commitment to maintain absolute exemption in what is pertinent to the right of association of the employee to the Trade Union of his/her interest.

### **37. CONFLICT RESOLUTION**

The parties agree that, before seeking external bodies for conflict resolution, they will exhaust all possibilities of resolving these issues directly through

negotiation.

### **38. DISCHARGE ANALYSIS**

The company undertakes to have the Human Resources area consulted in the event of discharges, whether or not with just cause.

### **39. SCOPE**

39.1. This agreement covers all employees of the company represented by the trade union of the agreement and who have an employment contract in force on the date of signature of the agreement, not covering service providers, trainees, and young learners.

39.2. The first clause of this instrument do not apply to employees responsible for the management of the company, occupying the positions of direction, management or project leadership, such as Directors, Executive Managers, Managers, and Project Leaders.

### **40. Over-qualified employees.**

The parties have decided to limit the concept of a over-qualified employee provided for in Article 444 of the CLT and stipulate that the framework for such a concept will only apply to those employees holding a higher education diploma who receive a monthly basic salary equal to or greater than three times the maximum limit of the benefits of the General Regime of Social Security System.

### **41. Employee Representation.**

Pursuant to article 11 of the Brazilian Federal Constitution and article 611-A, item VII of the CLT, the parties agree that the representation of workers, provided for in article 510-A of the CLT, will be exercised by 2 (two) representatives - a full representative and a deputy - freely elected by employees to represent Vale throughout the country and the company's Board of Directors.

41.1. The current composition of 2 (two) representatives is maintained, being a full representative and a deputy, elected among the active employees with at least 60 (sixty) months of services, continuous or discontinuous, rendered to the company.

41.2. The terms of office of the representatives will be 2 (two) years, and the current representatives will remain in office until April 2019.

41.3. The election for the representation of workers will be called by the Electoral Board, formed by union representatives and the company, under the terms of PGR 3364.

### **42. NORMATIVE TERM**

42.1 This Agreement will be effective from November 1st, 2017 to October 31st, 2018.

42.2 The clauses of this Collective Agreement will be valid until the term set forth in **item 42.1**, when they will lose effectiveness.

#### **43. PREVIOUS INSTRUMENTS**

This Collective Labor Agreement is the result of the broad debate between the parties and fully replaces the Collective Labor Agreement of 2016/2017 and earlier, including in relation to provisions not mentioned or expressly renewed.

#### **44. FINAL PROVISIONS**

The parties undertake to comply faithfully with this Collective Bargaining Agreement.

44.1 If any of the provisions in this Collective Bargaining Agreement are breached, the Trade Unions and the Company will be subject to a fine for the initial amount of R\$ 100.00 (one hundred Brazilian Reais).

### **VALE S/A**

Mario Silveira Barreto Junior  
CPF (Individual Taxpayer Registry):  
010.760.288-10

Rafael Grassi Pinto Ferreira  
CPF (Individual Taxpayer Registry):  
529.151.076-53

### **SINDICATO DOS TRABALHADORES NAS INDÚSTRIAS DE PROSPECÇÃO, PESQUISA, EXTRAÇÃO, BENEFICIAMENTO, OPERAÇÕES PORTUARIAS DE MOVIMENTAÇÃO, ESTOCAGEM E EMBARQUE DE MINÉRIOS NO ESTADO DO RIO DE JANEIRO.**

Iran da Cunha Santos

CPF (Individual Taxpayer Registry):  
611.015.677-91