

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS
BOARD SETTLEMENT AGREEMENT

IN THE MATTER OF

Nevada Gold Mines LLC dba Nevada Gold Mines, a perfectly clear successor to Newmont USA Limited dba Newmont Mining Corp. Cases 32-CA-254059; 32-CA-256917

Subject to the approval of the Regional Director for the National Labor Relations Board, Nevada Gold Mines LLC dba Nevada Gold Mines (NGM), a perfectly clear successor to Newmont USA Limited dba Newmont Mining Corp., Newmont Mining Corp. (Newmont) (hereinafter collectively referred to as the Charged Parties) and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

POSTING AND MAILING OF NOTICE — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to NGM in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of NGM will then sign and date those Notices and immediately post them in prominent places at its mining and processing facilities near Carlin, Nevada, including all places where NGM normally posts notices to bargaining unit employees. If NGM's place of business is currently closed and a substantial number of employees are not reporting to the facility due to the Coronavirus pandemic or is operating with less than a substantial complement of employees, the 60 day consecutive period for posting will begin when NGM's place of business reopens and a substantial complement of employees have returned to work. For purposes of this notice posting, a substantial complement of employees is at least 50% of the total number of employees employed by NGM prior to closing its business due to the Coronavirus pandemic. NGM will keep all Notices posted for 60 consecutive days after the initial posting. NGM will also copy and mail, at its own expense, a copy of the attached Notice to all current production and maintenance unit employees and former bargaining unit employees who were employed at any time since July 1, 2019 at NGM's mining and processing facilities near Carlin, Nevada. Those Notices will be signed by a responsible official of NGM and show the date of mailing. NGM will provide the Regional Director written confirmation of the date of mailing and a list of names and addresses of employees to whom the Notices were mailed.

E-MAILING NOTICE – NGM will email a copy of the signed Notice in English, and in additional languages if the Regional Director decides that it is appropriate to do so, to all current production and maintenance bargaining unit employees and former bargaining unit employees who were employed at any time since July 1, 2019 at NGM's mining and processing facilities near Carlin, Nevada. The message of the e-mail transmitted with the Notice will state: "We are distributing the Attached Notice to Employees to you pursuant to a Settlement Agreement approved by the Regional Director of Region 32 of the National Labor Relations Board in Cases 32-CA-254059 and 32-CA-256917." NGM will forward a copy of that e-mail, with all of the recipients' e-mail addresses, to the Region's Compliance Assistant at joan.conterno-regan@nlrb.gov.

COMPLIANCE WITH NOTICE — The Charged Parties will comply with all the terms and provisions of said Notice, including, recognizing and bargaining with the International Union of Operating Engineers, Local 3; adopting the collective-bargaining agreement between the International Union of Operating Engineers, Local 3 and predecessor Newmont USA Limited dba Newmont Mining Corporation for unit employees, incorporating beneficial changes made without notifying and bargaining with the Union, including wage increases and shift differentials, which the Union has not requested rescission of, and excluding the increased contribution rate to the 401(k).

MAKE WHOLE REMEDY — NGM will make whole, with interest and the appropriate withholdings, the bargaining unit employees to the extent they suffered economically as a result of NGM's unilateral changes and failure to abide by the 2019-2022 Collective-Bargaining Agreement between predecessor employer Newmont USA Limited dba Newmont Mining Corporation and Operating Engineers Local Union #3 of the International Union of Operating Engineers, AFL-CIO (the Union), including, but not limited to, any lost overtime or premium

pay as a result of the unilateral changes. The Charged Parties will preserve, and within 30 days of a request, or such additional time as the Regional Director may allow for a good cause shown, provide all payroll records, social security payment records, timecards, personnel records and reports, and all other records in its possession and control, including an electronic copy of such records if stored in electronic form, necessary to analyze the amount of backpay and other payments due under the terms of this settlement agreement.

NGM will also make the Union whole for lost Union dues as a result of the unilateral changes and will remit to the Union dues which should have been, but were not, deducted from bargaining unit employees' paychecks pursuant to valid dues-check off authorizations until the expiration of the 2019-2022 Collective-Bargaining Agreement between predecessor employer Newmont USA Limited dba Newmont Mining Corporation and Operating Engineers Local Union #3 of the International Union of Operating Engineers, AFL-CIO, with interest.

Within 14 days from the time the Compliance Officer notifies NGM that full compliance is due, NGM will make whole the Union's Pension Fund (by making back contributions, with interest, to be determined in accordance with standard Board processes and procedures) as it existed before the withdrawal of recognition, or if the fund no longer exists, take steps to establish a new substantially equivalent fund, and make ongoing contributions to that fund and the 401(k) retirement savings plan, in accordance with the contribution rates provided for in the 2019-2022 Collective-Bargaining Agreement between predecessor employer Newmont USA Limited dba Newmont Mining Corporation and Operating Engineers Local Union #3 of the International Union of Operating Engineers, AFL-CIO.

10j PETITION — Within 14 days of the approval of this settlement, NGM will sign a stipulation to either stay or dismiss the petition for injunctive relief now pending before the District Court of Nevada in this matter.

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned cases, including all allegations covered by the attached Notice to Employees made part of this agreement, and does not settle any other cases or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned cases for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

PARTIES TO THE AGREEMENT — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Parties and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTIES — Counsel for NGM authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to NGM. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes /s/ P.S. _____

No _____

Initials

Initials

PERFORMANCE — Performance by the Charged Parties with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Parties of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Parties agree that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Parties, and after 14 days’ notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Parties, the Regional Director will re-issue the Consolidated Complaint dated April 24, 2020. Thereafter, the General Counsel may file a Motion for Default Judgment with the Board on the allegations of the Consolidated Complaint. The Charged Parties understand and agree that all of the allegations of the Consolidated Complaint will be deemed admitted and that it will have waived its right to file an Answer to the Consolidated Complaint. The only issue that the Charged Parties may raise before the Board will be whether they defaulted on the terms of this Settlement Agreement. The General Counsel may seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Notice to Employees. The Board may then, without necessity of trial or any other proceeding, find all allegations of the Consolidated Complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Parties on all issues raised by the pleadings. The Board may then issue an Order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board Order ex parte, after service or attempted service upon Charged Parties at the last address provided to the General Counsel.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Parties have taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director’s approval of this agreement. No further action shall be taken in the above captioned cases provided that the Charged Parties comply with the terms and conditions of this Settlement Agreement and Notice.

Charged Parties Nevada Gold Mines LLC dba Nevada Gold Mines		Charging Party International Union Operating Engineers, [IUOE] Local 3	
/S/ Patrick Scully	8/5/2020	/S/ Steve Ingersoll	8/6/2020
By: Name and Title	Date	By: Name and Title	Date
P. Scully, Attorney		Steve Ingersoll, President	
Print Name and Title below		Print Name and Title below	
Recommended By:	Date	Approved By:	Date
/S/ Coreen Kopper COREEN KOPPER Field Attorney	8/6/2020	/s/ Valerie Hardy-Mahoney VALERIE HARDY-MAHONEY Regional Director, Region 32	8/7/20

(To be printed and posted on official Board notice form)

THE NATIONAL LABOR RELATIONS ACT GIVES YOU THE RIGHT TO:

- Form, join, or assist a [union] labor organization;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT interfere with, restrain, or coerce you in the exercise of the above rights.

WE WILL NOT threaten you with unspecified reprisals in retaliation for your union membership or support.

WE WILL NOT tell you that you are only allowed to continue your employment if you agree to no longer be represented by your union.

WE WILL NOT unlawfully require you to remove union stickers, papers or other paraphernalia from your hardhats, toolboxes or break areas, or tell you that you are required to remove union stickers, papers or other paraphernalia from your hardhats, toolboxes or break areas.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

WE WILL NOT fire you or cause you to quit because of your union membership or support or only allow you to continue your employment if you agree to no longer be represented by your union.

WE WILL NOT fail and refuse to bargain collectively and in good faith with the International Union of Operating Engineers, Local 3 (the Union) as the exclusive collective-bargaining representative of our employees in the following appropriate bargaining unit (the Unit):

All production and maintenance workers at the legacy Newmont mining and processing operations near Carlin, Nevada as described in the 2019-2022 Collective Bargaining Agreement between predecessor employer Newmont USA Limited dba Newmont Mining Corporation and Operating Engineers Local Union #3 of the International Union of Operating Engineers, AFL-CIO, excluding office and clerical employees, assayers, refinery employees, guards, professional employees and supervisors as defined in the National Labor Relations Act.

WE WILL NOT withdraw recognition from the Union or refuse to recognize and bargain with the Union as your bargaining representative.

WE WILL NOT fail to apply the terms and conditions of employment set forth in the 2019-2022 Collective-Bargaining Agreement between Newmont USA Limited d/b/a Newmont Mining Corporation and the Charging Party to the bargaining unit employees.

WE WILL NOT refuse to provide the Union with information that is relevant and necessary to its role as the collective-bargaining representative of bargaining unit employees; and, **WE WILL NOT** unreasonably delay in providing the Union with information that is relevant and necessary to its role as your bargaining representative.

WE WILL NOT refuse to meet and bargain in good faith with your Union over any proposed changes in wages, hours, and working conditions, including, among other things, changes in your night shift differential, paid time off, wage rates, meal periods, pension plan, 401(k) plan, seniority, double time pay, time and a half

pay, grievance arbitration procedure, and just cause employment, before putting such changes into effect.

WE WILL NOT unilaterally eliminate, and cease making contractually required contributions to, the pension plan; and **WE WILL NOT** unilaterally change the way your overtime and premium pay is calculated under the terms of the collective-bargaining agreement.

WE WILL, upon request, bargain in good faith with the Union as your exclusive collective-bargaining representative of bargaining unit employees, concerning wages, hours and working conditions.

WE WILL, upon request, provide the Union with relevant and necessary bargaining unit information it requested on August 6, 2019, December 3, 2019, and December 13, 2019, to the extent this information has not yet been provided.

WE WILL, if requested by the Union, rescind any or all changes to your terms and conditions of employment that we made without bargaining with the Union.

WE WILL adopt the 2019-2022 Collective Bargaining Agreement between predecessor employer Newmont USA Limited dba Newmont Mining Corporation and Operating Engineers Local Union #3 of the International Union of Operating Engineers, AFL-CIO for bargaining unit employees, incorporating beneficial changes that were made without notifying and bargaining with the Union.

WE WILL pay you for the wages and other benefits lost because of the changes to terms and conditions of employment that we made without bargaining with the Union, including, among other things, paying employees for the loss of overtime and premium pay earnings that occurred as a result of any unilateral changes to the way overtime and premium pay is calculated under the collective-bargaining agreement.

WE WILL reestablish and make contractually required contributions to a pension fund as provided for under the collective-bargaining agreement and rescind any unilateral changes to our unit employees' pension plan; **WE WILL** make contractually required contributions to a 401(k) plan; **WE WILL** make employees whole by paying to the pension fund, and if that fund no longer exists by reestablishing a substantially equivalent fund, the amounts that were not paid as a result of these unilateral changes.

WE WILL offer Lyman Hatfield and Josh Jauer immediate reinstatement to their former jobs, or if those jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights and privileges previously enjoyed.

WE WILL remove from our files all references to the cessation of employment of Lyman Hatfield and Josh Jauer, and **WE WILL** notify them in writing that this has been done and that the cessation of employment will not be used against them in any way.

Nevada Gold Mines LLC dba Nevada Gold Mines, a perfectly clear successor to Newmont USA Limited dba Newmont Mining Corp.

(Employer)

Dated: _____

By: _____
(Representative) (Title)



The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-844-762-NLRB (1-844-762-6572). Hearing impaired callers who wish to speak to an Agency representative should contact the Federal Relay Service (link is external) by visiting its website at <https://www.federalrelay.us/tty> (link is external), calling one of its toll free numbers and asking its Communications Assistant to call our toll free number at 1-844-762-NLRB.

1301 Clay St Ste 300N
Oakland, CA 94612-5224

Telephone: (510) 637-3300
Hours of Operation: 8:30 a.m. to 5 p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Assistant.

/s/ P.S.

Report of Backpay Paid Under the National Labor Relations Act

(See IRS Publication 957: Reporting Back Pay and Special Wage Payments to the Social Security Administration)

Employer Name and Address	Nevada Gold Mines LLC dba Nevada Gold Mines, a perfectly clear successor to Newmont USA Limited dba Newmont Mining Corp 1655 Mountain City Highway, Elko, NV 89801					
Employer's EIN:		Tax Year in Which Award Payment Was Paid:			2016	
(1) SSN and Employee Name	(2)*Award Amount and Period(s)	(3)**Other Soc. Sec./ Med. Wages Paid in Award Year		(4)***Allocation		
		Soc. Sec.	Med./MQGE	Year	Soc. Sec.	Med./MQGE
<p>*Exclude amounts specifically designated as damages, penalties, etc. **Exclude the amount of backpay, if any, included in that amount. ***For periods before January, 1978 (and for state and local government (Section 218) employees before January 1, 1981), show the wage amounts by calendar quarters. The social security and/or Medicare Qualified Government Employment (MQGE) wages (where applicable) must be shown separately FOR ALL YEARS. (Wages subject ONLY to MQGE would be shown in the Medicare/MQCE column; no wages would be shown in the Soc. Sec. column.) For tax years 1991 and later, the social security and Medicare wages must be listed separately.</p>						

I certify that the payments set forth above were made pursuant to the National Labor Relations Act.

(Sign Name)

(Date)

Contact Person (for questions or additional information):

(Name of Contact)

(Contact Telephone Number)

Send Form to: National Labor Relations Board, Region 32
 Attn: Compliance Assistant Joan Conterno-Regan
 1301 Clay St Ste 300N
 Oakland, CA 94612-5224