2026-2029
Agreement between Nevada Gold Mines LLC.
and
Operating Engineers Local Union No. 3

Negotiation Overview and Settlement Summary

March 19th, 2026

<u>Bargaining Committee</u>:

Bruce Noel, Vice President of OE Local 3
Dylan Gallagher, District Representative of OE Local 3
Lyman Hatfield, Business Agent of OE Local 3
Kevin Rains, Business Agent of OE Local 3
Carl Peters, Underground Operations
Eli Myrick, Underground Operations
Charles Gonzales, Surface Process Maintenance
Tamara Benton, Surface Operations
Alan Bailey, Underground Maintenance
Embry Edwards, Surface Maintenance
Angel Montante, Surface Maintenance

Agreement

THIS AGREEMENT, made as of this 1st day of, ~~April 2023~~ April, 2026 by and between OPERATING ENGINEERS LOCAL UNION NO. 3, of the International Union of Operating Engineers, AFL-CIO ("Union"), and NEVADA GOLD MINES, LLC qualified to engage in business in the State of Nevada ("Company").

10.00.00 HOURS OF WORK AND OVERTIME

10.16.00 An Employee shall not be eligible for call-out unless he has a telephone and has its correct number on file with the Company. The Company's obligation in calling out an Employee is limited to one (1) telephone call to the Employee. **If the employee does not answer the phone, a message will be left for the employee to return the call, and the Union agrees, for and on behalf of its members, that the Employer may send a text message to the Employee's cell phone number on file.** ~~If during the one (1) call the line is busy, the Company need not wait more than ten (10) minutes for the busy line to clear; if the call is completed to the Employee,~~ The Company need not wait more than ten (10) minutes for the Employee to return the call in person **or respond by text**.

12.01.00

12.01.00 PTO is earned based on continuous years of service as determined by an Employee's most recent date of hire. An Employee may only use accrued and available PTO hours.

PTO is accrued at the end of each pay period according to the tables below.

Employees who are newly hired or re-hired shall receive twenty-four (24) hours accrual of PTO at the end of their first pay period. Employees will accrue PTO according to TABLE 1 until they reach one (1) continuous year of service.

TABLE 1

Employees will accrue PTO in accordance with TABLE 2 when they reach one (1) year of continuous service.

Years of Continuous Service	Annual PTO Hours	Accrued Hours/Pay Period (26 pay periods) Bi-Weekly	Maximum PTO Bank
0	130	4.08	195

TABLE 2

Years of Continuous Service	Annual PTO Hours	Accrued Hours/Pay Period (26 pay periods) Bi-Weekly	Maximum PTO Bank
1-4	130	5.00	360
5-9	180	6.92	360
10-14	220	8.46	360
15-19	230	8.85	360
20-24	240	9.23	360
25+	260	10.00	375

20.00.00 LEAVES OF ABSENCE

20.01.00 *Funeral Leave*. In the event of the death of a member of his immediate family, as defined herein, any Employee covered by this Agreement shall be granted a leave of absence with pay not exceeding ~~three (3)~~ **four (4)** straight-time working days to attend the funeral. Evidence of death (obituary, memorial service program or copy of death certificate) must be presented to the Company. For the purposes of this Section, the immediate family shall be defined as spouse, children, stepchildren, grandchildren, mother, father, stepmother, stepfather, sister, brother, grandparents, in-law counterparts, dependents covered by the company benefits, to include: your legal spouse, opposite or same sex (unless legally separated), your domestic partner, opposite or same sex, your children by birth, marriage, domestic partnership, legal adoption or placement for adoption or for whom you are the court-ordered legal guardian. In the event the funeral is held five hundred (500) miles or more from **the Employee's address of record** ~~Elko~~, as determined by AAA mileage standards, the Employee will be entitled to a leave of absence with pay for up to five (5) working days to attend the funeral. Subject to the applicable ~~three (3)~~ **four (4)** or five (5) working day limits, the paid leave will be granted for absences from scheduled work days that fall in the period beginning with the date of death and ending with the third (3^{rd}) day after burial. Any personal time off that is granted in conjunction with funeral leave will not count against an employee's absenteeism record.

22.00.00 WORKING CONDITIONS

22.02.01 Employees classified as Electricians, and Advanced Helpers in the Electrical Department, and Employees in the Underground Operations and Underground Maintenance Departments shall receive a safety boot allowance of three hundred dollars ($300.00) net of taxes per year. Employees in all other Departments shall receive a safety boot allowance of two hundred dollars ($200.00) net of taxes per year. Boot allowances shall be paid to employees in February of each year. **Newly hired employees covered under the terms of this Agreement, shall receive a boot voucher, according to the Department they are being hired to, during the week of new hire orientation. If the employee's boot purchase is less than the total amount of the voucher, the employee may utilize the remaining funds on work-related items (socks, gloves, insoles, etc.) at the time of purchase. All purchases must be made at the same time in a single transaction. In the calendar year following receipt of the new hire boot voucher, the employee shall transition to the annual February boot allowance payment in the appropriate amount based on their Department.**

22.00.00 WORKING CONDITIONS

22.07.00 A Maintenance Employee who is eligible to receive a tool allowance shall be required to provide his own personal tools. The Employee shall demonstrate to his Foreman's satisfaction that he has all the required tools and on doing so, he shall be paid a tool allowance in the amount of ~~five hundred dollars ($500.00)~~ **six hundred dollars ($600.00)** net of taxes semi-annually (for a total of ~~one thousand ($1,000.00)~~ **one thousand and two hundred dollars ($1,200.00)** net of taxes annually) paid in February and August for all eligible Maintenance Department Employees actively on the payroll.

27.00.00TERM OF AGREEMENT

27.01.00 This Agreement shall be effective as of April 1, **2026**, and shall remain in force and effect to and including March 31, **2029**, and thereafter from year to year unless modified or terminated as herein provided.

27.02.00 Either party to this Agreement may terminate this Agreement at its anniversary date of March 31, **2029** or at the expiration of any subsequent yearly period, by written notice of intention to so terminate this Agreement given to the other party hereto not more than ninety (90) days or less than sixty (60) days prior to the expiration of any such yearly period. In the event such notice is given, the parties hereto shall enter into immediate negotiations for a new Agreement.

27.03.00 In the event either of the parties hereto desires to modify this Agreement, such party shall notify the other party hereto in writing not more than ninety (90) days nor less than sixty (60) days before the expiration of this Agreement, March 31, **2029**, or the expiration of any subsequent contract year. Any modification of the Agreement mutually agreed upon during the negotiations shall become effective on the date fixed by the terms of the Agreement with respect thereto or as may finally be determined by the parties.

APPENDIX C

NEVADA GOLD MINES

BENEFIT COVERAGE

4/1/26 THROUGH **3/31/29**

The Plan Documents are incorporated by reference during the term of the Agreement and after the Agreement expires.

The Medical, Dental, Vision, Prescription, Term Life, Accidental Death and Dismemberment Insurances and Health Care and Dependent Care Flexible Spending Accounts plan designs and Employee contributions will be exactly the same as (mirror) the Nevada salaried plan. Future changes to plan designs and Employee contributions will be made at the discretion of the Company and will be communicated to Employees during the annual enrollment period.

Should the insurance carrier increase/decrease premiums for Voluntary Term Life Insurances and/or Voluntary Accidental Death and Dismemberment Insurances, the entire amount of these increases/decreases will be reflected in the premiums paid by employees.

Tables below provide summary information with Plan Documents governing Plans.

Appendix C

WEEKLY INDEMNITY	
Weekly Amount (after Plan requirements met)	An employee may receive up to ~~five hundred twenty five dollars ($525.00)~~ **five hundred seventy-five dollars ($575.00)**, per week in benefits for a non-occupational accident or illness for a maximum of fifty-two (52) weeks subject to the following conditions: If an employee becomes unable to work due to illness or injury within the employee's probationary period of his/her employment, the employee shall not be eligible for Weekly Indemnity benefits and employment shall be terminated if total disability-related absences reach thirty (30) calendar days. Eligibility shall be based on date of disability. Weekly Indemnity will begin on: • The first day of hospitalization; • The first day surgery is performed; • The fourth day of an illness or accident for which there has been no hospitalization. Weekly indemnity benefits for a second disability vary, depending upon the length of time before an Employee becomes disabled again, a described below: • If an Employee returns to work and is again disabled within eight (8) weeks, the disabilities are considered to be one period of disability for purposes of determining the limitations described above. • If an Employee returns to work and is again disabled after more than eight (8) weeks, the disabilities are considered two (2) separate periods of disability.

Appendix C

PENSION PLAN	
Multiplier PROPOSE	Year 1 Multiplier: • ~~$46.50~~ **$48.50** per year of credited service for all other employees. Year 2 Multiplier: • ~~$47.00~~ **$49.25** per year of credited service. Year 3 Multiplier: • ~~$47.50~~ **$50.00** per year of credited service

Appendix C

Paid Parental Leave (after policy requirements are met)	Eligible employees will receive a maximum of the scheduled shifts in a fourteen (14) consecutive calendar day period of paid parental leave for the birth or adoption of a child or children. The fact that multiple births or adoptions occur (e.g., the birth of twins or adoption of siblings) does not increase the fourteen (14) day total amount of paid parental leave granted for that event. Each regularly scheduled shift missed during the fourteen (14) day period covered by Paid Parental Leave is paid at the employee's regular rate of pay. Paid Parental Leave hours are considered as time not worked; therefore, they do not count towards overtime. Paid Parental Leave will be paid on regularly scheduled pay dates. Apparoved Paid Parental Leave may be taken at any time during the ninety (90) day period immediately following the birth or adoption of a child. Paid Parental Leave may not be used or extended beyond this ninety (90) day timeframe and may not be taken intermittently. Employees must take paid parental leave in one continuous period of leave and must use all Paid Parental Leave during the ninety (90) day timeframe indicated above. Any unused Paid Parental Leave will be forfeited at the end of the ninety (90) day timeframe.

APPENDIX A WAGES

	2026 Year 1	2027 Year 2	2028 Year 3
Ops/Maint.	3.75%	2.75%	2.00%
Custodians	1.25%	1.25%	1.25%