

**2026-2029**

Agreement Between

**NEVADA GOLD MINES, LLC**

And

**OPERATING ENGINEERS  
LOCAL UNION NO. 3**

OF THE INTERNATIONAL UNION OF  
OPERATING ENGINEERS, AFL-CIO



**OPERATING  
ENGINEERS**

**LOCAL 3**



**2026-2029**  
**AGREEMENT BETWEEN**  
**NEVADA GOLD MINES LLC**  
**AND**  
**OPERATING ENGINEERS LOCAL UNION #3**  
**OF THE INTERNATIONAL UNION OF**  
**OPERATING ENGINEERS, AFL-CIO**

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**2026-2029**  
**Agreement Between**  
**Nevada Gold Mines LLC**  
**And**  
**Operating Engineers Local Union #3**  
**of the International Union of**  
**Operating Engineers, AFL-CIO**

**AGREEMENT**

***THIS AGREEMENT***, is made as of this 1st day of 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 (“Company”), qualified to engage in business in the State of Nevada.

***01.00.00      PURPOSE OF AGREEMENT***

***01.01.00***      The purpose of this Agreement is to set forth herein, in accordance with, and subject to the Labor-Management Relations Act of 1947, as amended, rates of pay, hours of work and conditions of employment to be observed between the parties hereto with respect to the Employees as hereinafter defined, to promote harmonious labor relations between the Union and the Company and to establish an equitable and peaceful procedure for the resolution of differences between the parties.

## **02.00.00      *SCOPE OF AGREEMENT***

**02.01.00**      The term “Employee” or “Employees” as and wherever used in this Agreement shall refer to the bargaining unit identified in the Parties’ Temporary Work Assignments MOA and shall mean and include all production and maintenance workers at the legacy Newmont USA Limited mining and processing operations near Carlin, NV which includes the production and maintenance operations referred to as Gold Quarry, Emigrant, Leeville, Pete Bajo, Chukar, Deep Post, Deep Star, Exodus, Mill 5, Mill 6, South Area Leach, Genesis/Tri-Star Pits, lower Rita K (to include all of Rita K when operational), and North Area Leach excluding all production and maintenance workers at legacy Barrick mining and processing operations, office and clerical employees, assayers, refinery employees, guards, professional employees and supervisors as defined in the National Labor Relations Act. This Agreement shall apply, and the Union shall represent, Employees in combined crews, as described in Side Letter #1, as set forth in and to the extent provided for in Side Letter #1 and its Exhibits.

**02.01.01**      *Favorable Legislation.* In the event legislation covering hours of labor, overtime or other conditions of employment applicable to any work covered by this Agreement is enacted, either party may request to reopen this Agreement for the purpose of negotiation regarding that legislation and any provision of this Agreement which is reasonably related thereto. The party seeking to reopen the Agreement for such

negotiations must give notice to the other party, in writing, no later than sixty (60) days after the legislation takes effect, and no earlier than the date that the legislation is enacted into law. During such negotiations, all provisions of this Agreement will remain in effect.

### **03.00.00      *DISCRIMINATION***

**03.01.00**      It is the policy of the Company and the Union not to discriminate against any Employee on account of race, color, religion, sex, age, national origin, or a disability, as determined under the Americans with Disabilities Act.

**03.02.00**      The Company will not tolerate harassment of any nature or form in the workplace. When notified of harassment activity, it is the Company policy to take appropriate action.

**03.03.00**      The Company agrees not to discriminate against or coerce any Employee because of his Union membership or because of his activity on behalf of the Union and the Union agrees that it will not sanction the use of intimidation or coercion against an Employee.

**03.04.00**      Use of masculine or feminine genders or title incorporating the masculine or feminine gender shall include both genders and is not considered a limitation because of sex.

### **04.00.00      *UNION RECOGNITION***

**04.01.00**      The Company recognizes the Union as the sole bargaining agent with respect to rates of pay, wages, hours of employment, or other conditions of employment covered in

the Agreement for all production and maintenance workers at the legacy Newmont USA Limited mining and processing operations near Carlin, NV which includes the production and maintenance operations referred to as Gold Quarry, Emigrant, Leeville, Pete Bajo, Chukar, Deep Post, Deep Star, Exodus, Mill 5, Mill 6, South Area Leach, Genesis/Tri-Star Pits, lower Rita K (to include all of Rita K when operational) and North Area Leach excluding all production and maintenance workers at legacy Barrick mining and processing operations, office and clerical employees, assayers, refinery employees, guards, professional employees and supervisors as defined in the National Labor Relations Act. This Agreement shall apply, and the Union shall represent, employees in combined crews, as described in Side Letter #1, as set forth in and to the extent provided for in Side Letter #1 and its Exhibits. Such Employees include only those Employees in the aforementioned production and maintenance operations in the Process Operations Department, the Process Maintenance Department, the Mine Operations Department, the Mine Maintenance Department, the Central Shop Department, the Crane Department, the Custodian Department, the Underground Operations Department, the Underground Maintenance Department, and the Dewatering Department in the job classifications set forth in Appendix A of this Agreement.

**04.02.00** The Union will certify promptly, in writing to the Company a list of the names and official positions of its duly authorized representatives as may be appointed or elected

to deal with the Company. The Union will give the Company prompt written notice of any changes or additions which may thereafter be made in such list, and such lists, including changes or additions to such lists, shall be posted on Union and Company bulletin boards.

**04.03.00** The Company agrees to provide all newly hired employees with a current copy of the Collective Bargaining Agreement, brochure, and the business representative's business card.

**05.00.00** ***CHECK-OFF***

**05.01.00** When Union membership dues, initiation fees and reinstatement fees are deducted from wages, such deductions shall be made from wages for the first pay period of each month of the dues for the subsequent month and shall be paid to the Union within thirty (30) days from the date they are deducted. When an Employee does not have sufficient wages due, after other deductions made by the Company or required by law, to cover the Union initiation fees, reinstatement fees or monthly membership dues, such initiation fees, reinstatement fees or monthly dues shall be added to the next subsequent deduction for his Union membership dues. The deductions shall be made during the life of the Agreement or until the Employee furnishes the Company with a written notice directing the cancellation of the deductions in accordance with the dues check-off card. A Union Authorization Card is exhibited in Appendix B.

## **06.00.00      *MANAGEMENT***

**06.01.00**      The management of the plant, including but not limited to the right to extend, curtail or suspend operations; the directions of the working forces; and the right to hire, to suspend or to discharge for proper cause, to transfer, and to relieve Employees from duty because of lack of work, or for other legitimate reasons, is vested exclusively in the Company and the Union shall not abridge this right.

**06.02.00**      The Company shall have the right to enter into contracts with outside parties when it is impracticable, in the Company's judgment, to use its own Employees because of the required skills, materials and equipment, or because of the nature or extent of the work. The Company shall not enter into contract for the purpose of reducing Bargaining Unit Employees. The Company is willing to review, on a monthly basis, with the Business Agent, the status of outside contracts. It is understood that attrition will not violate this Article.

## **07.00.00      *SUPERVISION***

**07.01.00**      Foremen shall serve in a supervisory capacity. They shall not be allowed to work on operations regularly performed by Employees under this Agreement, except in an emergency for necessary demonstration of operation, studying or testing equipment, or putting new equipment into operation.

**07.02.00**      Emergency is defined as a situation or condition, which could cause loss of life, limb, damage to equipment or immediate loss of production.

## **08.00.00      *WAGES AND JOB CLASSIFICATIONS***

**08.01.00**      The wage schedule and job classifications applicable to Employees under this Agreement are set forth in Appendix A attached hereto, which by this reference is made a part hereof.

**08.01.01**      Upgrades will be effective the start of the pay period following approval by the Supervisor. All upgrades shall be submitted on a form provided by the Company, signed and dated by both the Supervisor and the Employee. A copy of the signed document will be provided to the Employee after full approval. All upgrades shall be approved or disapproved within sixteen (16) calendar days of the submittal.

**08.02.00**      No Employee covered under the terms of this Agreement shall have his base rate of pay reduced as a result of this Agreement, except where an Employee accepts a bid on a job posting at a lower rate of pay.

## **09.00.00      *SHIFTS AND ROTATING SHIFTS***

**09.01.00**      *Definition of Terms:*

**09.01.01**      Any employee regularly scheduled to alternate between days and nights shall be considered a rotating shift and shall be subject to a fifty cents (\$0.50) per hour rotating rate premium for the rotation.

**09.01.02**      Employee shift schedules shall be established through a cooperative effort among Employees, stewards, and management. Scheduling options ranging from an eight (8) hour

to a twelve and one-half (12 ½) hour shift arrangement may be offered by Employees, stewards, or management personnel. In the event Employees, stewards, and management are unable to reach a consensus regarding Employee shift scheduling options, or shift schedules, management may implement a schedule consistent with operational needs.

## ***10.00.00      HOURS OF WORK AND OVERTIME***

***10.01.00***      This Section is intended to define the normal number of hours and days of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

***10.02.00***      An Employee who is required to maintain vigilance over his responsibilities throughout the shift shall take his lunch during the period of plus or minus one and one-half (1 ½) hours from the midpoint of the scheduled shift. An Employee who is told by his supervisor that he cannot eat his lunch during this period shall receive a flat rate premium pay of five dollars (\$5.00) and if operations permit will be provided with an opportunity to eat his lunch sometime before the end of shift.

***10.02.01***      An Employee who is not required to maintain vigilance over his responsibilities throughout the shift shall be given a thirty (30)-minute, uninterrupted, unpaid lunch period, which shall be regularly scheduled to begin plus or minus one and one-half (1 ½) hours from the midpoint of the scheduled shift. Such lunch period shall be excluded from computation of time worked. An Employee who is told by his supervisor that

he cannot eat his lunch during this period shall receive a flat rate premium pay of five dollars (\$5.00) and if operations permit, will be provided with an opportunity to eat his lunch sometime before the end of shift. This pay will not apply to an Employee who takes one-half (½) hour to eat his lunch.

**10.02.02** If an Employee under Section 10.02.01 is directed by his supervisor to interrupt his lunch to return to duty, he shall be paid a flat rate premium pay of five dollars (\$5.00) and will be permitted reasonable time to take his lunch when operations permit. This pay will not apply to an Employee who takes one-half (½) hour to eat his lunch.

**10.02.03** The Company agrees that Employees on a scheduled shift of ten (10) hours or more receive a fifteen (15) minute break during the first half of the shift and a fifteen (15) minute break during the second half of the shift. Time will be allowed for all Employees to take both of the paid fifteen (15) minute breaks that are offered. It is expected that all Employees will avail themselves of these two (2) breaks, but Employees may, at their own discretion, work through their breaks. There is no additional compensation due to an Employee who works through his break.

**10.02.04** “*Shifts*”: Regular shifts for all Employees will be established pursuant to Section 09.00.00.

**10.02.05** “*Week*”: As used in Section 10.00.00 shall mean and consist of one (1) seven (7) day period beginning with the first day shift on Monday or Sunday.

**10.03.00** All time worked in excess of a regular shift or worked in excess of forty (40) hours in any one week shall be paid at the overtime rate of one and one-half (1 ½) times the regular rate. If the Employee has an absence on a regularly scheduled work day during that workweek, then the time and one-half (1 ½) will not be payable, except in the case of an absence that is in accordance with Sections 12.00.00, 17.00.00, 18.00.00, 19.00.00 or 20.00.00 of the Agreement.

**10.03.01** Employees working a twelve (12) hour shift schedule shall be paid a premium rate of one and one-half (1 ½) times the regular rate of pay for all time worked in excess of thirty-six (36) hours during the scheduled thirty-six (36) hour week provided the Employee has worked all regularly scheduled hours in that week. Employees on this same schedule shall be paid at the overtime rate of one and one-half (1 ½) times the regular rate for all time worked in excess of forty (40) hours during the scheduled forty-eight (48) hour week.

**10.03.02** Twelve (12) hour shift Employees working the thirty-six (36) hour week schedule will receive the flat rate premiums specified in this Agreement.

**10.04.00** Overtime or other premium pay shall not be paid more than once for the same hours worked under any of the terms of this Agreement. No overtime shall be paid for hours not worked except as provided in this Agreement.

**10.05.00** Normal crew work schedules shall be posted thirty (30) days in advance. If and when it becomes necessary to make a temporary change in the crew schedule, Employees

shall be so notified at least sixty-four (64) hours in advance of the temporary change. When a major breakdown affecting immediate loss of production is the reason for the temporary change, the notification may be reduced to sixteen (16) hours provided sufficient volunteers are available. Where sufficient volunteers are not available, qualified Employees will have their schedule temporarily changed by inverse seniority.

**10.05.01** If it becomes necessary to change an individual Employee's normal work schedule, notice of the change shall be given to the Employee fifteen (15) days in advance of the change unless it is a temporary change in which case the above noted sixty-four (64) and sixteen (16) hour rules will apply. This individual notification does not apply to an entire crew schedule change.

In making schedule changes under 10.05.00 every effort will be made to schedule affected Employees for at least as many hours of work as were previously scheduled. The right to assign all working schedules rests with the Company.

**10.06.00** An Employee required either to begin work in advance of his regularly set time or to work on his days or day off shall not be required to lay off in advance of either his regular quitting time or on his regular workdays during the same workweek in lieu thereof, but may do so voluntarily.

**10.07.00** No Employee shall be sent off shift or be required to stay home on his regular shift on a day he is regularly scheduled to work to avoid the payment of overtime.

**10.08.00** When an Employee in Mine Operations of a lower classification is directed to perform work of a higher classification for which he is fully qualified, he shall be paid the higher classification rate for the entire shift, provided he is required to work in the higher classification more than one (1) hour.

**10.09.00** An Employee who has left the Company's property and is called back to perform work shall be guaranteed pay for the greater of three (3) hours or for the hours worked during the call-out. The rate of pay shall be the greater of one and one-half (1 ½) times his basic rate of pay or one and one-half (1 ½) times the rate of pay for the position for which he is called back.

**10.09.01** This provision shall not apply when an Employee is called to work immediately prior to the start or immediately following the end of his shift and before leaving the Company's property. In all such cases, the Employee shall receive his appropriate rate.

**10.10.00** An Employee who is called out or assigned to work outside his regular shift and is requested to provide his own transportation shall be paid the current IRS standard for transportation mileage. Reimbursement is limited to actual distance or up to a maximum of one hundred (100) miles each way, whichever is less.

**10.11.00** An Employee who is sent home for lack of work after reporting in on his regular schedule or in accordance with

instructions from his supervisor shall receive not less than one-half ( $\frac{1}{2}$ ) of his scheduled hours at his straight-time rate, unless the Employee is notified not to report at least eight (8) hours prior to the starting time.

**10.12.00** If an Employee works seven (7) days or more consecutively, the seventh (7<sup>th</sup>), fourteenth (14<sup>th</sup>), twenty-first (21<sup>st</sup>), twenty-eighth (28<sup>th</sup>), etc. days in the series shall be paid at double his regular rate of pay for time worked.

**10.13.00** An Employee who is put to work on his regular schedule who works at least one-half ( $\frac{1}{2}$ ) his shift shall be guaranteed pay for his entire shift, except in cases where he leaves work at his own request or because of discipline.

**10.14.00** When an Employee is temporarily assigned to do the work of a lower-paying job, he shall draw the rate of pay for his base job classification. Work offered to an Employee outside of his regular schedule which is accepted by the Employee will be paid at the base rate applicable to such work, subject to overtime and premium pay requirements.

**10.15.00** Overtime work will be distributed as equitably as possible within designated groups, consistent with the efficient conduct of the operation and in accordance with Section 10.19.00. Methods for distributing overtime within designated groups may be proposed by either the Company or the Union and may be implemented by agreement between the appropriate Superintendent/General Foreman and Chief Steward. An example of one suggested method is illustrated in Appendix D. The overtime distribution list will be posted in appropriate

areas agreed to by the Chief Steward and Superintendent/ General Foreman. The Company reserves the right to require Employees to work outside their regular shift.

**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. The Union agrees, for and on behalf of its members, that the Company may send a text message to the Employee's cell phone number on file. The Company need not wait more than ten (10) minutes for the Employee to return the call in person or respond by text.

**10.17.00** An Employee who does not have a telephone listed with the Company shall, if otherwise eligible, be charged for call-outs the same as an Employee who is called but refused the call-out.

**10.18.00** An Employee who wishes to reschedule his days off shall submit a written request to his supervisor. If the supervisor approves the request, he shall sign the form and provide the Employee with a copy of the signed form.

**10.19.00** An Employee who works on his scheduled day off will be paid at time and one-half (1 ½) his base rate, provided he works hours in the week as outlined in 10.03.00 and 10.03.01, or has credited hours as outlined in Section 10.22.00 of the Agreement. If the Employee has an absence on a regularly scheduled work day during that workweek, then the time and

one-half (1 ½) will not be payable, except in the case of an absence that is in accordance with Sections 12.00.00, 17.00.00, 18.00.00, 19.00.00 or 20.00.00 of the Agreement.

**10.19.01** When circumstances arise that mandatorily requires an Employee to work on a scheduled day off; the Company will select Employees by first soliciting for volunteers from the department. If there are not a sufficient number of volunteers, qualified Employees will then be selected by inverse seniority.

**10.20.00** There will be no differentiation in the distribution of overtime between Employees based upon their place of residence.

**10.21.00** The Company will not be required to have an Employee work to equalize overtime when double time would be payable to the Employee.

**10.22.00** When the Company interrupts an Employee's regular schedule and as a result, he is unable to work his next entire scheduled shift, the Employee will be credited but not paid for the hours he would have been scheduled to work on the next regular scheduled shift. The Employee will receive a one-time flat rate premium pay of one hundred fifty dollars (\$150.00) for the interruption and re-scheduling of his next scheduled shift.

**10.22.01** If the interruption results in an Employee only being able to work a partial shift, he will be credited but not paid the hours he would have been scheduled to work.

## ***11.00.00 SAFETY AND HEALTH***

***11.01.00*** The Company and the Union will cooperate toward the objective of eliminating accident and health hazards, and recognize that the safeguarding of Employees while at work is in the common best interest of the Employees, the parties and all persons affected by the Agreement. The Parties agree to cooperate in promoting an appreciation of this policy and an understanding of the means toward its accomplishment among management, supervision and the Bargaining Unit Employees. The Company and the Union recognize it is each Employee's responsibility to promote a safe and healthy work environment and to strictly adhere to all safe working policies, procedures and practices. The Company shall continue to provide a safe and healthy work environment and to provide protective devices and other equipment necessary to protect Employees from injury, such as welders with hoods, leather and gloves, in accordance with past practice, and shall maintain standards of sanitation, safety and health in conformity with all applicable Federal and State laws and regulations. Employees will cooperate in obeying all established rules, laws, and regulations designed to carry out the intent of this Section.

***11.01.01*** In keeping with this Section of the Agreement regarding Health and Safety, the parties agree to maintain a drug and alcohol screening program.

***11.02.00*** No Employee shall be required to work under conditions that are dangerous to life, limb or health, and such conditions shall be promptly called to the attention of his immediate supervisor.

**11.03.00** The Health and Safety Group shall be made up of Employees selected by both the Company and the Union. The Union will provide a list of Employees from the Processing, Surface Mining and Underground Mining Operations, to serve as Safety Group members. Group members selected by the Company and the Union shall be utilized equally throughout the process. At least once a month, at least three (3) Employees from the Union's list will accompany a Department Manager or his designee on an inspection of the departments. Copies of an inventory of unsafe conditions and hazards shall be given to the Company's Health, Safety and Loss Prevention Department, the Department Manager and the Union. The Company shall take all necessary steps to eliminate any and all unsafe conditions and/or hazards identified on any inventory in an expeditious manner. Members of the Group, both Company and Union, will meet once a month with the Department Manager or his designee and an Employee from the Health, Safety and Loss Prevention Department to review all action the Company has taken to respond to the inventories. The Group may make recommendations to the Company concerning any safety-related matter. The Group members shall receive training and instruction relevant to Company safety programs. The Group members may review any Company safety programs that affect Bargaining Unit Employees and may make recommendations to the Company regarding those programs. The Company shall incorporate those recommendations whenever feasible. Service on the Group shall normally be during regular scheduled working hours. Time spent serving on this Group shall be considered as time worked and paid as such.

**11.04.00** The function of each Group is to advise the Company on safety and health matters in the manner set forth in 11.03.00, but not to handle grievances.

**11.05.00** The Company shall maintain a vehicle in good operating condition to be available for use as an emergency vehicle.

**11.06.00** The Company recognizes the importance of having trained first-aid personnel on the job. A current list of first-aid trained Employees shall be posted on the bulletin boards.

**11.07.00** Each Employee will receive the annual MSHA required refresher first-aid courses. There will be no loss of pay if MSHA training is on a regular scheduled workday. Employees scheduled to receive MSHA refresher first-aid courses on their scheduled day off shall be paid a premium rate up to eight (8) hours at the rate of one and one-half (1 ½) times the Employees straight-time rate of pay, in accordance with Section 10.19.00 of the Agreement.

**11.08.00** Any Employee who successfully completes Emergency Medical Technician Training or similar advanced first-aid training shall be reimbursed for the cost of tuition, fees and books. If the program is offered at a location away from the Employee's home base, transportation, hotel and meal costs will also be reimbursed in accordance with Company policy if the course location is pre-approved by the Employee's Foreman and/or other appropriate personnel. In all cases, reimbursement will occur upon presentation of receipts, and evidence of successful completion of the program.

**11.09.00** The Company will report results of industrial hygiene tests to Employees involved in the test. Wherever practicable, the Company will conduct industrial hygiene monitoring or provide appropriate industrial hygiene monitoring devices to Employees when requested by Employees for their assigned work area.

**12.00.00 PAID TIME OFF (PTO)**

**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**

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

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

**TABLE 2**

| Years of Continuous Service | Annual PTO Hours | Accrued Hours/Pay Period<br>(26 pay periods)<br>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              |

If an Employee's Years of Continuous Service level changes during a pay period, the new accrual rate becomes effective at the beginning of that pay period in which the Years of Continuous Service level changes.

**12.02.00** All accrued PTO must be used before being granted any unpaid personal time off. Available PTO must be used for vacation, personal business or emergencies, illness, a family member's illness, school activities and religious observances, etc. An Employee must use PTO for any scheduled workdays missed during the waiting period for the Weekly Indemnity Plan or any other approved leave. If an Employee does not have accrued PTO available, the Weekly Indemnity Plan waiting period shall be unpaid. PTO shall run concurrent with other forms of unpaid leave, such as FMLA or other statutory unpaid leave.

**12.02.01** If an Employee is off work due to a Workers' Compensation injury/illness and has not met the waiting period for wage replacement through Workers' Compensation, he may elect to receive PTO hours for missed regularly scheduled work.

**12.03.00** PTO may be used in less than full day increments but must be used in one-half (½) hour increments. Employees must use PTO for partial shifts missed.

**12.03.01** Personal hours may be scheduled adjacent to PTO hours in an increment reflecting a whole shift provided all PTO hours are taken and a fractional shift remains.

**12.04.00** PTO hours shall be paid as straight-time only based on the Employee's equivalent base rate of pay at the time the PTO is used.

**12.05.00** PTO shall be given by the Company, whenever possible, at the time requested by the eligible Employee, subject to the requirements of the Company's production schedule. In allocating PTO period to individual Employees, the Company shall schedule the PTO periods in such a manner as to cause a minimum of interference with the orderly production process. The Company will post the availability of PTO slots for each week no later than November 15. The Company will contact Employees in the order of Company seniority, department and crew. Employees may select their PTO in this process in a block of one (1) or two (2) consecutive weeks. If the Employee does not know when he wants to schedule his PTO at the time he is contacted, the Company will not be required to wait for him to decide. If the Employee decides before December 15<sup>th</sup> what week he wants his PTO, he may schedule it but may not displace another Employee's PTO. An Employee will be entitled to preference based on seniority on only one period of PTO each year. By January 1<sup>st</sup> of each year, the PTO schedule for each Department will be initially posted and Employees

can request any open week of PTO on a first come first served basis. If, due to emergency changes in production needs, the Company cancels an Employee's PTO, the Employee may use his seniority to reschedule his PTO, but may not displace another Employee's scheduled PTO.

**12.06.00** When it is not possible to schedule PTO hours in advance, such as in the case of a sudden illness or an emergency situation, an Employee will request PTO. Employees must follow the proper reporting off procedures.

**12.07.00** Employees may elect to take PTO pay in lieu of time off for all but forty (40) hours of accrued PTO. To cash out PTO, an Employee shall indicate the amount of time he wishes to cash out on his timesheet. The amount shall appear on the corresponding paycheck for that pay period.

**12.08.00** PTO hours can be carried over from year to year up to an Employee's Maximum PTO Bank.

**12.09.00** Should an Employee accrue PTO to his Maximum PTO Bank, he shall stop accruing PTO until he uses or cashes out some of the PTO in his bank. There is no automatic payout of PTO hours.

**12.10.00** Upon termination of employment, all time remaining in an Employee's PTO bank shall be paid on his final paycheck.

**12.11.00** If a Company-designated holiday falls during an Employee's PTO, he will receive pay for the holiday but will not receive PTO pay nor will PTO be deducted from his bank.

## ***13.00.00      STEWARDS***

***13.01.00***      The Union may designate up to a maximum of six (6) Employees as Chief Stewards, one for each department and nine (9) Employees as Shop Stewards from each department except that only one (1) Employee may be designated as Shop Steward at the Central Shop. When areas of operations change, the parties agree to have the Human Resources Director and Business Representative meet and mutually agree where stewards shall be increased or decreased as needed.

***13.02.00***      No Employee shall be recognized as a Chief Steward or as a Shop Steward except upon the authority of a written communication from the Union to the Company setting forth the name of the Employee, the duration of his appointment, and the extent of his duties, responsibilities and authority.

***13.03.00***      All discussions of grievances are expected to take place before or after the shift or during lunch unless otherwise agreed to by the supervisor involved.

***13.04.00***      All Stewards are expected to conduct Union activity on non-working time. When the nature of the activity requires, a Steward may be permitted by his supervisor to have reasonable time relieved of duties so long as there is minimum disruption of his and other Employees' job duties.

***13.05.00***      Monthly, the Company shall provide the Union with a list of all current Employees.

***13.06.00***      The Business Agent shall be permitted access to the property on a schedule mutually agreed to between the parties.

**13.07.00** The Company will provide the Union copies of new Employment policies, or amendments and modifications to Employment policies, prior to implementation.

**14.00.00      *GRIEVANCE PROCEDURE***

**14.01.00**      *Purpose:* To facilitate team work and cooperation, the parties recognize that the timely resolution of a dispute is in their best interest, and can best be addressed at the lowest possible organizational level.

**14.02.00**      *Definition of a Grievance:* A grievance is any controversy, complaint, misunderstanding or dispute arising as to the meaning, application or observance of any of the provisions of this Agreement.

**14.02.01**      *Step 1:* Union, on behalf of Grievant, shall provide written notice to the Company within ten (10) calendar days of an incident which was not resolved in discussions with the Employee's immediate supervisor or General Foreman, and which gives rise to a grievance, the Business Representative and Superintendent/Department Manager or their designees will meet in a fair, frank and open discussion to ascertain the facts and circumstances involved in the grievance within thirty (30) calendar days of written notice being provided to the Company. The parties may hold multiple meetings at this Step. The grievant must be present at this Step. The parties may have others attend this Step of the procedure and will make a sincere effort to resolve the issue. It is expected this discussion will occur primarily during non-work hours; however, should circumstances require this discussion to involve work periods, the parties may agree to meet. Under no circumstances will overtime be paid.

**14.02.02**      *Step 2:* If the grievance is not settled at Step 1, the grievant may file a written notice of appeal to Step 2 within ten (10) calendar days. A copy of the notice of appeal will be sent to the Department Manager and Human Resources Department.

At Step 2, a Board of Adjustment will be convened in an effort to settle the grievance. As soon as reasonable and practicable but no later than sixty (60) calendar days from notice of appeal, a Board of Adjustment will meet to hear grievances not resolved at Step 1 and appealed to Step 2. The Board will be comprised of four (4) members, two (2) appointed by the Union and two (2) appointed by the Company.

The Board of Adjustment will be empowered to hear presentations from Union and Company representatives regarding the grievance(s) scheduled that day, and render a decision the same day of the hearing(s). In the event the Board of Adjustment cannot settle grievances at this Step of the procedure, the Union may notify the Company in writing within ten (10) calendar days of the Board's decision of its intent to arbitrate the grievance.

**14.02.03**      *Step 3:* The Union may request arbitration within ten (10) calendar days after failure to settle the grievance at Step 2. The arbitration will be heard by a single arbitrator, who shall be selected from a list furnished by the Federal Mediation and Conciliation Service for the Western Regional Office in accordance with the Service's rules. The Arbitrator shall render his decision within thirty (30) calendar days after the matter is submitted. The Arbitrator's decision shall be final and binding on the parties involved in the controversy. The cost of arbitration shall be borne equally by the Union and the Company.

The Arbitrator shall not be empowered to alter or amend the terms of the Agreement. Specifically, the Arbitrator shall not have the authority to pass upon the Employer's exercise of any rights not abridged by the Agreement.

In the case of Employee discipline or discharge, the Arbitrator shall determine the question of fact as to the occurrence or non-occurrence of the circumstances upon which the discipline was based. If it is determined that such circumstances were substantially as found by the Employer, the Employer's decision as to the kind and degree of discipline shall not be disturbed unless there is an express finding that the kind and degree of discipline was unreasonable, arbitrary and capricious, or illegal.

**14.02.04** If the Employer wishes to discipline and/or write up an Employee for an alleged violation of Company policy the Employer must do so within sixteen (16) calendar days of discovery of violation, provided this time limit may be extended by mutual agreement in writing between the Human Resources Representative and the Business Agent.

**14.03.00** No grievance will be recognized where the procedure set forth in this Section has not been followed, unless the parties have agreed to waive or deviate from all or part of the procedure.

**14.04.00** The representatives of the parties at the various levels of the grievance procedure shall have full authority to effect a settlement of the grievance at their respective levels.

**14.05.00** The parties may agree to initiate a grievance at Step 2.

**14.06.00** Time limits may be waived at any Step by agreement between the parties.

**14.07.00** Should the Company's representative fail to respond at any level of the grievance procedure within the time frames set forth, the grievance shall be considered denied at that level.

**14.08.00** Copies of warning slips to Employees will be furnished to the appropriate Chief Stewards and Employees. Warning slips which are one (1) year old will be removed from an Employee's file.

**14.08.01** The exception to this would be any EEOC violation or other severe situations such as threats or violence, which would be removed from the Employee's file two (2) years from the date of the warning slip.

**14.09.00** A Union Representative will be present during any investigatory interview or meeting which leads to discipline if requested by the Employee.

**14.09.01** Within seventy-two (72) hours of suspension of an Employee, the known alleged policy, standard, and/or working rule violation(s) will be communicated to the Employee. Other alleged violations discovered throughout the investigation process will be communicated at the due diligence meeting.

**14.10.00** Upon written request by the Employee, the Company will provide written notice to the Employee or Union of the reason for discharge.

**15.00.00      *NO STRIKE - NO LOCKOUT; ELIMINATION  
OF RESTRICTION OF PRODUCTION***

**15.01.00**      Both parties to this Agreement agree that the grievance and arbitration proceeding set out in Section 14.00.00 hereof provide a method of settlement for any dispute, misunderstanding or controversy respecting the interpretation, construction, intent or meaning of this Agreement. The Union agrees that during the life of this Agreement neither the Union nor its members will engage in, participate in, nor sanction any strike, work stoppage or slowdown of any kind whatsoever. The Company agrees that there will be no lockout during the life of this Agreement.

**15.02.00**      No rules, customs or practices shall be permitted that limit production or increase the time required to do any work. There shall be no limitation or restriction of the use of machinery, tools or other labor-saving devices. There shall be no work stoppages, strikes, collective or planned absenteeism and other forms of Employee activity resulting in a curtailment of production during the life of this Agreement.

**16.00.00      *BULLETIN BOARDS***

**16.01.00**      The Company will provide and install enclosed and locked bulletin boards at mine and process change houses/dries, lunchrooms, and time shacks/lineouts as agreed to by the parties, for the Union's use. When areas of operations change, the parties agree to have the Department Manager and Business Agent meet and mutually agree where new bulletin boards need to be placed as referenced above. All notices posted therein,

except for Local Union meeting notices, must be approved by the Union's Chief Steward. The Union will not place any derogatory material on the Bulletin Boards. The Company will provide a locked mail box for the Union for the purpose of receiving all notices to be furnished to the Union.

## ***17.00.00      HOLIDAYS***

***17.01.00***      An Employee covered under this Agreement who has completed his probationary period shall be paid for the following holidays not worked: New Year's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve Day, and Christmas Day, provided an Employee (i) has worked during the payroll period in which the holiday occurs, and (ii) has worked his last scheduled shift prior to the holiday and his first scheduled shift after the holiday, except that such days shall not be considered as scheduled if an Employee is absent on either or both of these days because of personal sickness, verified by a doctor, sickness within the family of such nature as to necessitate the Employee remaining home or death in the immediate family. In all cases, said Employee must report such facts to his immediate supervisor promptly who shall determine if the absence is excused.

***17.02.00***      An Employee who qualifies under Section 17.01.00 shall receive pay at his regular straight-time rate, exclusive of overtime or any other premium, for his regular scheduled shift when the holiday falls on a scheduled workday.

***17.02.01***      Employees shall be paid eight (8) hours straight-time pay for holidays that fall on scheduled days off.

**17.03.00** A holiday not worked that falls on a scheduled day off shall not be considered as time worked in the computation of weekly overtime.

**17.04.00** An Employee scheduled to work on a holiday and who is notified seventy-two (72) hours in advance of the starting time of the scheduled holiday shift who does not properly report for work and carry out his required duties, unless excused by the Company, shall not be entitled to holiday pay.

**17.05.00** If less than an entire crew is needed to work a holiday, the Company will not schedule anyone to work a holiday without first soliciting volunteers from the department in the following order: (1) Solicit senior qualified volunteers who are regularly scheduled to work the holiday, (2) Solicit senior qualified volunteers who are not regularly scheduled to work the holiday, (3) If there are an insufficient number of volunteers, scheduling, when necessary shall be done by assigning qualified Employees not regularly scheduled to be off on the holiday by order of inverse seniority.

**17.06.00** When an eligible Employee works on a holiday, he shall receive pay for such work at two and one-half (2 ½) times the applicable rate of pay for such work in lieu of holiday pay; provided that to the extent he works less than his scheduled shift, he shall receive the balance of his scheduled shift of holiday pay at the applicable straight-time rate.

**17.07.00** If an Employee is scheduled to work on a holiday and does not work, he shall receive no pay unless absent for reasons as set forth in 17.01.00 of this Section.

**17.08.00** Time worked on a designated holiday, if the regular schedule, shall be counted as straight-time for the purposes of computing weekly overtime.

**17.09.00** Employees will not be re-scheduled during the week in which a holiday occurs to avoid holiday or overtime pay.

**18.00.00 *MILITARY SERVICE***

**18.01.00** The Company will comply with all applicable Federal and State laws relative to re-employment of Employees entering the Military Forces of the United States. Any Employee who enters the Military Forces of the Nation shall be paid prorated Paid Time Off (PTO) covering the period from his last anniversary date to the date he leaves the Company to enter the service. Payment shall be made promptly upon receipt of evidence satisfactory to the Company that the Employee has joined the Military Forces of the Nation.

**18.02.00** A leave of absence shall be granted to any Employee fulfilling his summer training in the National Guard or any military reserve.

**19.00.00 *JURY DUTY PAY***

**19.01.00** An Employee called for jury duty on his regularly scheduled workday shall receive his straight-time wage for that day. The Employee shall provide the Company with a statement from the court showing time served before being compensated under this Section. An Employee on jury duty pay who provides proper and timely notice to the Company will receive his jury duty pay on his regularly scheduled payday. Mileage payments

are not considered as jury pay. An Employee regularly scheduled for a night shift immediately preceding jury duty will be paid for that shift and will not be required to report to work. Should the Employee's jury duty service extend beyond noon and the Employee is scheduled to work the night shift immediately following jury duty, the Employee will be paid for the following night shift and will not be required to report to work. Proof of jury duty service beyond noon will be required by the Company.

**19.01.01** An Employee is required to notify the Company if he cannot report for work the following night shift by utilizing the normal call-in procedures established in his department. The Employee is required to call the Jury Duty Hotline as far in advance of his jury duty as possible to make certain he is still required to report for jury duty.

**19.02.00** An Employee subpoenaed to appear on a regularly scheduled workday at a court proceeding other than (i) a proceeding in which he is a party, (ii) a proceeding in which the Employee is appearing as a result of his law enforcement duties, or (iii) a proceeding in which the Employee would be appearing in a position adverse to the Company will be paid his straight-time wages for all applicable subpoenaed days.

## **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 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, 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 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<sup>rd</sup>) day after burial. Any personal time off that is granted in conjunction with funeral leave will not count against an Employee's absenteeism record.

**20.01.01**      *Bereavement Leave.* If an Employee elects not to attend a funeral as outlined in 20.01.00 he may elect to take one (1) day of bereavement leave on a scheduled day of work within the time frame specified in 20.01.00 for funeral leave. All other provisions in 20.01.00 will apply to bereavement leave.

**20.02.00**      *Personal Leave of Absence.*

**20.02.01**      If operating conditions permit, an Employee shall be granted a personal leave of absence without pay for a period not exceeding thirty (30) days for good and sufficient reasons.

**20.02.02** The Company will comply with all applicable federal laws relative to the Family and Medical Leave Act.

**20.02.03** To be authorized, a personal leave of absence must be requested by the Employee and be granted for a definite period by the Company in advance of the date the personal leave of absence begins. Personal leaves of absence of greater than five (5) consecutive scheduled days require the written approval of the Human Resources Department.

**20.02.04** If the Company extends a personal leave of absence beyond thirty (30) days, seniority rights with respect to bidding on job vacancies occurring during the extension will be protected. The Union shall be notified of any such extension.

**20.02.05** Acceptance of employment elsewhere for pay or profit while on leave of absence, or an extension thereof, shall constitute a resignation, unless the leave of absence is granted with the specific understanding and permission of the Company that other employment is to be undertaken. The Union shall be notified in writing of the extent and conditions of such leave.

**20.02.06** All accrued PTO must be used before being granted any unpaid personal time off except as stated in 12.02.00.

**20.03.00** *Public or Union Office Leave of Absence.*

**20.03.01** An Employee appointed or elected to an office of the City, County, State or Federal Government or to any position in the Union, if service in such office or position interferes with his work for the Company, shall be granted a public or union office leave of absence for the period of necessary absence

within the life of this Agreement. The leave may be terminated at any time by agreement of the Union and the Company by giving the Employee on such leave fifteen (15) days written notice, mailed to his last-known address.

**20.03.02** Such Employee forfeits all Employee rights and privileges except the right to be reinstated in his former job or one of like status, seniority and pay, provided employment conditions have not so changed as to make this unreasonable or impossible. If the Employee returns from such leave and is re-employed by the Company, he will be given seniority for the period of his absence, provided, he may not use his seniority to bump another Employee upon his return.

**20.03.03** Upon expiration of his term of office, such Employee shall be re-examined by the Company physician at the Employee's expense and shall report for work within fifteen (15) days of expiration of his term, if in substantially the same physical condition as when he left. A written report shall be prepared by the physician and a copy furnished to the Company, the Union and the Employee involved.

## **21.00.00 SENIORITY**

**21.01.00** Each new Employee shall be a probationary Employee for one hundred twenty (120) calendar days without seniority rights. During the probationary period, the Employee's employment may be terminated without regard to seniority and such termination shall not be subject to the Grievance procedure. Upon the Employee's completion of the probationary period, his seniority date will be his current employment date.

**21.02.00** Company Seniority shall be defined as an Employee's continuous service with the Company in years, months and days, and which accumulates during the entire period the Employee remains in the bargaining unit.

**21.03.00** Departmental Seniority shall be defined as an Employee's continuous service within a Department as herein set forth in years, months and days, commencing as of the date the Employee last entered the Department. Departments are as established in Section 04.00.00, Subsection 04.01.00 of this Agreement. An Employee will commence the accumulation of Departmental Seniority at such time as he enters the Department. An Employee may not accumulate Departmental Seniority in two (2) Departments at the same time.

**21.04.00** The Company agrees as a matter of policy to recognize seniority and consequently, Employees having the greatest seniority in their respective Departments shall have preference in retaining of employment in the event of curtailment of operation. In the retaining of employment and regaining of employment during and after any layoff or shut-down, the most senior qualified Employee in the type of work to be performed shall be the first Employee retained or recalled.

**21.05.00** If job curtailment shall affect a senior Employee, such Employee shall have the right to take another job at the same or a lower rate within his Department, provided that he is qualified and that he displaces an Employee with less Departmental Seniority. In the event his Departmental Seniority is not sufficient to hold him in his Department, he shall have the right to exercise any previously accrued Departmental

Seniority, and providing he is still qualified, may displace a less senior Employee in his previous Department. He may also displace a Technician 1 or 2, who has less Company Seniority.

**21.05.01** For job curtailment purposes, in the Process Operations Department, a qualified Technician 4 at one Process facility is deemed qualified to displace a less senior Technician 4 at another Process facility. A Technician 5 in the Process Operations Department is not deemed qualified to displace a less senior Technician 5 at another Process facility unless the Employee has previously held the Technician 5 position at the other facility and is still qualified.

**21.06.00** An Employee who is transferred to a job classification outside the bargaining unit shall retain seniority accumulated to the time of such transfer but shall not accumulate seniority after he or she is transferred out of the bargaining unit. Any Employee who transfers out of the bargaining unit will lose all seniority after sixty (60) calendar days unless mutually agreed to by the Union and the Company. If the Employee is transferred by the Company to any vacancy in the bargaining unit to which he is entitled by reason of qualification and accrued seniority, he may not use his seniority to bump another Employee upon his return.

**21.07.00** The existence of a vacancy to be filled or the creation of a new position shall be determined solely by the Company. When filling a vacancy or new position, Employees with departmental seniority in the department where the vacancy occurs shall be the first considered, and then Employees

with Company seniority, provided that in the judgment of the Company, the Employee is at the time, qualified satisfactorily to perform the work.

**21.07.01** Notice of a vacancy including entry-level jobs will be posted on bulletin boards for at least fifteen (15) calendar days. The notice shall recite the job vacancy. An Employee applying for the vacancy shall make written or electronic application on a form provided by the Company to the Human Resources Department within the fifteen (15) day posting period.

**21.07.02** Other than Mine Operations and Process Operations, an Employee who successfully bids and accepts the vacancy may not make another bid for at least twelve (12) months, except in the case of a promotion. Only the initial vacancy and the vacancy caused by filling that vacancy will be subject to the bid process. An Employee who refuses a bid assignment may not bid for any other job for nine (9) months from the date of refusal. The Company may change the location of the jobs or the numbers of Employees assigned to any area or classification without regard to this Section.

**21.08.00** When an Employee is transferred to a new position or vacancy, the Employee selected to fill a permanent vacancy will be given up to forty-five (45) calendar days to demonstrate qualifications in the job classification to which he has been promoted or transferred, unless it is apparent that allowing him to continue on the new job would be a hazard to equipment, other Employees or himself or cause undue loss of production or that it is apparent that the Employee's performance on the job is unsatisfactory during the trial period,

he will be restored to his former classification. During the forty-five (45) day qualification period, the Employee shall retain his old classification and rate of pay. Subject to the approval of the Company, an Employee may disqualify himself and return to his previous classification and department without loss of seniority within the forty-five (45) day qualification period.

**21.09.00** The Central Shop shall be considered its own department, separate from Process Maintenance and Mine Maintenance. Seniority, job classification and qualifications as they apply to any term or condition of employment shall be kept and administered separately for the Central Shop Department.

**21.10.00** If an Employee loses time from work as a result of an injury received during the regular course of his employment with the Company and that Employee receives compensation for such injury under the Nevada Industrial Insurance Act the Employee shall retain his seniority rights for a period of one (1) year immediately following the date on which he first lost time as a result of that injury. If, at the end of the one year, the Employee is still receiving temporary total disability benefits but is anticipated to recover sufficiently to return to work in a reasonably short period, the parties may agree to an extension of the leave with protection of seniority rights.

**21.11.00** An Employee shall forfeit all seniority rights for any of the following reasons:

**21.11.01** Discharge or voluntary termination.

**21.11.02** Layoff because of lack of work or because of a general reduction in the working force when such layoff has

continued for the lesser of two (2) years or the Employee's Company Seniority at the time of layoff.

**21.11.03** After a layoff for failure to communicate with the Company within seven (7) days after having been notified by the Company by certified mail at his last-known address to report for work.

**21.12.00** Consistent with operational needs, the Company will make reasonable effort to accommodate preferences of senior Employees for opportunities to train to increase their knowledge at their current Technician level or to advance to other positions within their department.

**21.13.00** If an Employee is laid off, he may elect to have a physical taken at Company expense to determine his physical condition at the time of such layoff. If he is recalled, he will be required to take a physical at Company expense and may report to work only if he is in substantially the same physical condition as when he was placed on layoff.

**21.14.00** A summer student Employee does not accumulate Departmental Seniority and is not eligible to participate in Company provided employee benefits. If his employment is extended past the normal summer vacation period, he will begin to accumulate seniority at that time and he will immediately be eligible for employee benefits.

**21.15.00** A vacancy, other than one caused by the temporary absence of an Employee, may be filled as a temporary vacancy for up to sixty (60) days.

**21.16.00** Any temporary vacancy lasting more than five (5) working days will be offered to the senior qualified Employee. The Company will continue to offer the temporary vacancy to Employees by seniority until the vacancy is filled.

**22.00.00 *WORKING CONDITIONS***

**22.01.00** An Employee held over, called back or called for emergency overtime work will be given both a fifteen (15) minute break and paid a flat rate premium pay of twenty dollars (\$20.00) at the end of four (4) hours worked and at four (4) hour intervals thereafter if his work continues.

**22.02.00** The Company shall provide protective clothing where the Employee cannot wear normal clothing, including leathers (full or partial) as required by Welders. Equipment furnished to Employees shall be charged to the individual Employee and a credit given him upon return of such equipment to the Company.

**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.

**22.03.00** The Company will give the Union a minimum of sixty (60) days advance notice of the necessity of ceasing operations.

**22.04.00** The Company agrees to furnish proper portable latrine facilities on the job and to make available a supply of fresh drinking water convenient to job site personnel. In the months of June, July, August and September, ice will be made available to Employees in all departments. Yearly, Employees in Mine Operations will be issued one water jug. Those Employees will be responsible for maintaining their own water supply and for replacement of lost or damaged jugs.

**22.05.00** Suitable facilities will be furnished shop and plant personnel for the safekeeping of tools and work clothing while off shift.

**22.06.00** Each Employee shall furnish an approved set of hand tools, which shall be inventoried and checked by the Supervisor in charge as to their adequacy and state of repair.

**22.06.01** By June of each year, the Company will provide lists of what they propose are required tools by Department. Department lists will be submitted to the Union for review.

The Union will have thirty (30) days to review the lists and either concur with the lists or meet with the Company to discuss amendments. Only after the Company and the Union mutually agree will the Company post the updated lists. This process can occur more than once per year if necessary.

**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 six hundred dollars (\$600.00) net of taxes semi-annually (for a total of one thousand 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.

**22.07.01** An employee out on leave of absence for more than six (6) months at the time the tool allowance payment is made will not be eligible for that tool allowance payment.

**22.08.00** Any Company-supplied tool which is in bad working order is to be "tagged" by the Employee noting the deficiency and turned in to the Maintenance Foreman who will arrange for repair or replacement, as appropriate. An "Action Completed" copy of the "tag" will be returned to the Employee who "tagged" the tool.

**22.09.00** The Company agrees to finance the purchase of required hand tools for Employees in the maintenance classifications if requested. Repayment by payroll deduction will be as follows: for two hundred dollars (\$200.00) to one

thousand dollars (\$1,000.00) worth of hand tools, fifty dollars (\$50.00) will be deducted each payday until paid in full; over one thousand dollars (\$1,000.00) up to seven thousand two hundred dollars (\$7,200.00) worth of hand tools, one hundred dollars (\$100.00) will be deducted each payday until paid in full.

**22.09.01** Each maintenance Employee will be allowed only one (1) open purchase agreement with the Company at any one time. This can be altered by mutual agreement between the Company and the Employee.

**22.10.00** A locker will be provided for the use of each Employee.

**22.11.00** If Employer requires or directs Employees to possess a Commercial Driver's License (CDL), the Employer will cover any expenses related to the Employee obtaining and maintaining such license, to include training, testing and physical examinations.

## **23.00.00** ***TRANSPORTATION***

**23.01.00** As a convenience to Employees, the Company agrees to make available to Employees suitable transportation from Elko, Spring Creek and Carlin to the job site. Such transportation may be used or not used by individual Employees as each Employee sees fit. The Company may eliminate transportation upon thirty (30) days of notification. In the event the Company eliminates transportation, Employees will receive a transportation allowance of thirty-five dollars (\$35.00) per pay period and at no time more than nine hundred ten dollars (\$910.00) annually in lieu of transportation.

**23.02.00** The departure time for buses is five (5) minutes after the end of the shift. Employees in the Processing and Process Maintenance Departments will receive a flat rate late bus departure premium of twenty dollars (\$20.00) if the bus does not depart from the site until more than thirty (30) minutes after the end of the shift. Employees in the Mine Operating and Mine Maintenance Departments will receive a flat rate late bus departure premium of twenty dollars (\$20.00) if the bus does not depart the mine change house until more than ten (10) minutes after the end of the shift. Employees in the Underground Mine Operations and Underground Mine Maintenance Departments will receive a flat rate late bus departure premium of twenty dollars (\$20.00) if the bus does not depart the Underground change house until more than thirty (30) minutes after the end of their shift. Delays enroute caused by mechanical failure, weather delays or construction delays do not entitle Employees to overtime pay.

## **24.00.00** ***BENEFIT PLANS***

**24.01.00** The parties have agreed to benefit plans to be effective and continued during the term of this Agreement. The terms of these plans are contained in a separate Employee Benefits Plan which is incorporated by reference into this Agreement. The Plan documents are incorporated by reference during the term of the Agreement and after the Agreement expires. A new Employee shall become eligible for such Benefits from their most recent date of hire with the Company.

**24.01.01** The Schedule for benefit coverage is identified in Appendix C.

**24.02.00** The parties have agreed to a Savings Plan for hourly-rated Employees. The terms of the Plan are contained in a separate document which is incorporated by reference into this Agreement.

**24.03.00** The parties have agreed to a Tuition Reimbursement Program for hourly-rated Employees. The terms of the Program are contained in a separate document which is incorporated by reference into this Agreement.

**25.00.00      *SEVERANCE PAY***

**25.01.00** If any Employee who has completed his probationary period is laid off during the life of this Agreement, he shall receive six (6) weeks of straight-time pay, forty (40) hours per week, at his regular rate of pay. The employee will also be paid the cash equivalent of six (6) weeks of COBRA coverage based on the Employee's last election prior to layoff.

**26.00.00      *HOURLY PRODUCTION INCENTIVE PLAN***

**26.01.00** An Hourly Production Incentive Plan has been established, effective October 1, 2022 after discussions between the Union and the Company. The Company's Management Team shall control the Business Targets and the Target \$/HR rates concerning payout to Employees. In addition, the Company may change, modify, reduce and/or eliminate any other term and condition of the plan at any time it has given the Union thirty (30) day's advance notice of the change. Upon request, the Company will discuss the intended changes with the Union, but the Company is not required to reach any agreement prior to the

implementation. The terms of the Plan are contained in a separate document which is incorporated by reference into this Agreement.

## **27.00.00      *TERM 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.

**27.04.00**      The parties specifically waive any rights which either may have to bargain with the other during the life of the

continuing Agreement on any matter pertaining to rates of pay, wages, hours of employment or other conditions of employment except as noted in 27.04.01.

**27.04.01** Upon written request by the Company and agreement by the Union, Appendix A (Job Classifications and Wages) may be reopened to adjust wages only to reflect upward economic conditions and/or Appendix C (Benefit Coverage) may be reopened to adjust benefit coverage. The Agreement can be reopened for wage adjustments and/or benefit coverage adjustments no earlier than ninety (90) days prior to the anniversary date(s) of this Agreement. Should the parties fail to reach agreement within thirty (30) days from the date of the written request, wage rates will remain as scheduled in Appendix A and/or benefit coverage will remain as scheduled in Appendix C. Any agreement to increase wage rates will not include retroactive payments prior to the anniversary date(s). Failure to reach agreement on amended wage rates and/or benefit coverage shall not void any aspect of the Agreement, including Section 15.00.00.

## **28.00.00 NOTICE**

**28.01.00** Any notice required hereunder shall be deemed delivered when mailed, postage prepaid, by first class mail as registered mail addressed:

If to the UNION:  
Operating Engineers Local Union No. 3  
3000 Clayton Road  
Concord, CA 94519

If to the COMPANY:  
Nevada Gold Mines LLC  
1655 Mountain City Highway  
Elko, NV 89801

## **29.00.00      *SAVINGS***

**29.01.00**      Any provision of this Agreement which is found by a court of competent jurisdiction to be in conflict with any State or Federal Statute or Executive Order now in existence or hereafter enacted shall, to the extent that it conflicts there-with, become null and void. In such an event, negotiations shall be opened to modify this Agreement so that it shall conform to said law or order.

## **30.00.00      *SUCCESSORS***

**30.01.00**      This Agreement shall be binding upon the heirs, executors, administrators, successors, purchasers, lessees and assigns of the parties hereto. In the event of the sale or other transfer of the business, the Company shall provide that the Agreement shall continue in full force and effect and that transferee shall continue to recognize the Union as the proper bargaining representative of the Employees at the facility.

## **31.00.00      *COMMITTEES***

**31.01.00**      *Joint Labor Management Committee:* The parties agree to form a Joint Labor-Management Committee to provide a forum to discuss issues of mutual interest and concern. The Committee shall be comprised of three (3) members appointed by the Union and three (3) members appointed by the Company. The Committee shall meet no less than annually during the term of this Agreement. The formation of the Committee and the holdings of its meetings are not intended to open the Agreement for negotiations or to supplant the Grievance and Arbitration

Procedures. Each party will provide the other with an agenda of the item to be discussed and no party will be required to discuss any matter that has not been the subject of advanced notice. All expenses of the Committee, where undertaken jointly, shall be borne equally.

## **APPENDIX A**

### **JOB CLASSIFICATIONS AND WAGES**

The Employer shall retain the exclusive right to introduce or establish new facilities, technological changes, procedures, processes, methods of operation and equipment. The parties agree that the Employer's ability to implement such changes is necessary to ensure its ability to compete. In the event the exercise of such authority results in the elimination of bargaining unit positions or otherwise displaces bargaining unit personnel, the Employer will, upon request of the Union, to discuss those changes.

Nothing within this provision should be construed to limit management's right to assign work. The parties do not intend to limit the Company's ability to make full utilization of the work force by adopting the classification system as set forth in this Agreement.

Leadmen shall be assigned solely by the Company on its assessment of qualifications and ability to lay out work and capably lead work groups. Employees assigned as Leadmen, will be compensated at the rate of one dollar (\$1.00) per hour above their classification rate of pay for the entire shift.

The parties agree that the criteria for training and advancement have been developed with the input of the bargaining representatives and the current criteria are incorporated herein by reference. The parties acknowledge that the criteria may change and the Company will obtain union representative input before finalizing the changed criteria.

# APPENDIX A

## Technician Levels MINE OPERATIONS DEPARTMENT

|                          |     | <b>2026</b>   | <b>2027</b>   | <b>2028</b>   |
|--------------------------|-----|---------------|---------------|---------------|
|                          |     | <b>Year 1</b> | <b>Year 2</b> | <b>Year 3</b> |
|                          |     | <b>3.75%</b>  | <b>2.75%</b>  | <b>2%</b>     |
| Mine Production Operator | (6) | \$44.20       | \$45.42       | \$46.33       |
| Blaster                  | (6) | \$44.20       | \$45.42       | \$46.33       |
| Driller                  | (6) | \$44.20       | \$45.42       | \$46.33       |
| Driller                  | (5) | \$42.02       | \$43.18       | \$44.04       |
| Blaster                  | (5) | \$42.02       | \$43.18       | \$44.04       |
| Equipment Operator       | (5) | \$42.02       | \$43.18       | \$44.04       |
| Crusher Loader Operator  | (5) | \$42.02       | \$43.18       | \$44.04       |
| Crusher Loader Operator  | (4) | \$40.17       | \$41.27       | \$42.10       |
| Equipment Operator       | (4) | \$40.17       | \$41.27       | \$42.10       |
| Driller                  | (4) | \$40.17       | \$41.27       | \$42.10       |
| Powderman                | (4) | \$40.17       | \$41.27       | \$42.10       |
| Haul Truck Operator      | (4) | \$40.17       | \$41.27       | \$42.10       |
| Truck Driver             | (3) | \$39.41       | \$40.49       | \$41.30       |
| Powderman                | (3) | \$39.41       | \$40.49       | \$41.30       |
| Truck Driver Trainee     | (2) | \$34.85       | \$35.81       | \$36.53       |
| Sampler                  | (1) | \$32.12       | \$33.00       | \$33.66       |

(1) Technician 1

(2) Technician 2

(3) Technician 3

(4) Technician 4

(5) Technician 5

(6) Technician 6

- A Tech 1 Sampler may only be promoted through the bidding process outlined in Section 21.07.00 when a vacancy is declared and he meets the advancement criteria. A Tech 1 Sampler is eligible for a temporary upgrade when the criteria outlined in Section 10.08.00 are satisfied.
- A Tech 2 Truck Driver Trainee will be promoted to a Tech 3 Truck Driver when he meets the advancement criteria.
- A Tech 3 Truck Driver may only be promoted through the bidding process outlined in Section 21.07.00 when a vacancy is declared and he meets the advancement criteria. A Tech 3 Truck Driver is eligible for temporary upgrade when the criteria outlined in 10.08.00 are satisfied.
- Tech 3 Powderman is the entry level position in the Blasting line of progression. The Tech 3 position will be filled when a vacancy is declared through the bidding process outlined in Section 21.07.00. A Tech 3 Powderman will be promoted to a Tech 4 Powderman when he meets the advancement criteria. Advancement into the Tech 5 or Tech 6 Blaster's position occurs through temporary upgrade as outlined in Section 10.08.00 or requires the declaration of a vacancy. The vacancy will not be posted for bid unless it is not filled by promotion of the senior qualified Powderman. If it is posted, the vacancy will be filled through the bidding process outlined in Section 21.07.00. Advancement into Tech 4 Equipment Operator, Tech 4 Haul Truck Operator, Tech 4 Crusher Loader Operator or Tech 4 Driller and Tech 6 Mine Production Operator requires the declaration of a vacancy. The vacancy will be filled through the bidding process outlined in Section 21.07.00 and when the advancement criteria are met.

- A Tech 4 Equipment Operator will be promoted to Tech 5 Equipment Operator when he meets the advancement criteria. A Tech 4 Driller will be promoted to a Tech 5 Driller when he meets the advancement criteria. A Tech 4 Crusher Loader Operator will be promoted to Tech 5 Crusher Loader Operator when he meets advancement criteria.
- A Tech 5 Driller will be promoted to Tech 6 Driller when he meets the advancement criteria.
- All advancements will be approved by management.

**APPENDIX A**  
**Technician Levels**  
**PROCESS OPERATIONS DEPARTMENT**

|                | <b>2026</b>   | <b>2027</b>   | <b>2028</b>   |
|----------------|---------------|---------------|---------------|
|                | <b>Year 1</b> | <b>Year 2</b> | <b>Year 3</b> |
|                | <b>3.75%</b>  | <b>2.75%</b>  | <b>2%</b>     |
| Technician (6) | \$44.20       | \$45.42       | \$46.33       |
| Technician (5) | \$42.73       | \$43.91       | \$44.79       |
| Technician (4) | \$39.38       | \$40.46       | \$41.27       |
| Technician (3) | \$37.54       | \$38.57       | \$39.34       |
| Technician (2) | \$34.43       | \$35.38       | \$36.09       |
| Technician (1) | \$31.16       | \$32.02       | \$32.66       |

Process Technicians 1, 2, 3 and 4 – Year 1 – seventy-five cents (\$0.75) per hour.

- A Tech 1 will be promoted to a Tech 2 when he meets the advancement criteria.
- A Tech 2 will be promoted to a Tech 3 when he meets the advancement criteria.
- A Tech 3 will be promoted to a Tech 4 when he meets the advancement criteria.
- A Tech 4 will be promoted to a Tech 5 when he meets the advancement criteria.
- A Tech 5 will be promoted to a Tech 6 when he meets the advancement criteria.
- All advancements will be approved by management.

# APPENDIX A

## Technician Levels MINE MAINTENANCE DEPARTMENT

|                  |     | <b>2026</b>   | <b>2027</b>   | <b>2028</b>   |
|------------------|-----|---------------|---------------|---------------|
|                  |     | <b>Year 1</b> | <b>Year 2</b> | <b>Year 3</b> |
|                  |     | <b>3.75%</b>  | <b>2.75%</b>  | <b>2%</b>     |
| Mechanic III     | (6) | \$45.83       | \$47.09       | \$48.03       |
| Welder III       | (6) | \$45.83       | \$47.09       | \$48.03       |
| Gas Mechanic III | (6) | \$45.83       | \$47.09       | \$48.03       |
| Tire man III     | (6) | \$45.83       | \$47.09       | \$48.03       |
| Mechanic II      | (5) | \$43.80       | \$45.00       | \$45.90       |
| Welder II        | (5) | \$43.80       | \$45.00       | \$45.90       |
| Gas Mechanic II  | (5) | \$43.80       | \$45.00       | \$45.90       |
| Tire man II      | (5) | \$43.80       | \$45.00       | \$45.90       |
| Mechanic I       | (4) | \$41.82       | \$42.97       | \$43.83       |
| Welder I         | (4) | \$41.82       | \$42.97       | \$43.83       |
| Gas Mechanic I   | (4) | \$41.82       | \$42.97       | \$43.83       |
| Lubeman          | (4) | \$41.82       | \$42.97       | \$43.83       |
| Tire man I       | (4) | \$41.82       | \$42.97       | \$43.83       |
| Advanced Helper  | (3) | \$37.67       | \$38.71       | \$39.48       |
| Welder           | (3) | \$37.67       | \$38.71       | \$39.48       |
| Helper           | (2) | \$34.51       | \$35.46       | \$36.17       |
| Utilityman       | (1) | \$31.16       | \$32.02       | \$32.66       |

(1) Technician 1      (2) Technician 2      (3) Technician 3  
 (4) Technician 4      (5) Technician 5      (6) Technician 6

- A Tech 1 will be promoted to Tech 2 when he meets the advancement criteria.
- A Tech 2 will be promoted to Tech 3 when he meets the advancement criteria.
- A Tech 3 will be promoted to Tech 4 when he meets the advancement criteria.
- A Tech 4 will be promoted to Tech 5 when he meets the advancement criteria.
- A Tech 5 will be promoted to Tech 6 when he meets the advancement criteria.
- All advancements will be approved by management.

## APPENDIX A

### Technician Levels

#### PROCESS MAINTENANCE DEPARTMENT

|                 |     | <b>2026<br/>Year 1<br/>3.75%</b> | <b>2027<br/>Year 2<br/>2.75%</b> | <b>2028<br/>Year 3<br/>2%</b> |
|-----------------|-----|----------------------------------|----------------------------------|-------------------------------|
| Mechanic III    | (6) | \$45.83                          | \$47.09                          | \$48.03                       |
| Electrician III | (6) | \$45.83                          | \$47.09                          | \$48.03                       |
| Mechanic II     | (5) | \$43.80                          | \$45.00                          | \$45.90                       |
| Electrician II  | (5) | \$43.80                          | \$45.00                          | \$45.90                       |
| Mechanic I      | (4) | \$41.82                          | \$42.97                          | \$43.83                       |
| Electrician I   | (4) | \$41.82                          | \$42.97                          | \$43.83                       |
| Advanced Helper | (3) | \$37.67                          | \$38.71                          | \$39.48                       |
| Helper          | (2) | \$34.51                          | \$35.46                          | \$36.17                       |
| Utilityman      | (1) | \$31.16                          | \$32.02                          | \$32.66                       |

(1) Technician 1      (2) Technician 2      (3) Technician 3  
 (4) Technician 4      (5) Technician 5      (6) Technician 6

- A Tech 1 will be promoted to Tech 2 when he meets the advancement criteria.
- A Tech 2 will be promoted to Tech 3 when he meets the advancement criteria.
- A Tech 3 will be promoted to Tech 4 when he meets the advancement criteria.
- A Tech 4 will be promoted to Tech 5 when he meets the advancement criteria.
- A Tech 5 will be promoted to Tech 6 when he meets the advancement criteria.
- All advancements will be approved by management.

## APPENDIX A

### Technician Levels DEWATERING DEPARTMENT

|                       |                  | <b>2026</b>      | <b>2027</b>   | <b>2028</b>   |
|-----------------------|------------------|------------------|---------------|---------------|
|                       |                  | <b>Year 1</b>    | <b>Year 2</b> | <b>Year 3</b> |
|                       |                  | <b>3.75%</b>     | <b>2.75%</b>  | <b>2%</b>     |
| Dewatering Technician | (6)              | \$45.83          | \$47.09       | \$48.03       |
| Electrician III       | (6)              | \$45.83          | \$47.09       | \$48.03       |
| Dewatering Technician | (5)              | \$43.80          | \$45.00       | \$45.90       |
| Electrician II        | (5)              | \$43.80          | \$45.00       | \$45.90       |
| Dewatering Technician | (4)              | \$41.82          | \$42.97       | \$43.83       |
| Dewatering Technician | (3)              | \$37.67          | \$38.71       | \$39.48       |
| Dewatering Technician | (2)              | \$34.51          | \$35.46       | \$36.17       |
| Dewatering Technician | (1)              | \$31.16          | \$32.02       | \$32.66       |
| (1) Technician 1      | (2) Technician 2 | (3) Technician 3 |               |               |
| (4) Technician 4      | (5) Technician 5 | (6) Technician 6 |               |               |

- A Tech 1 will be promoted to Tech 2 when he meets the advancement criteria.
- A Tech 2 will be promoted to Tech 3 when he meets the advancement criteria.
- A Tech 3 will be promoted to Tech 4 when he meets the advancement criteria.
- A Tech 4 will be promoted to Tech 5 when he meets the advancement criteria.
- A Tech 5 will be promoted to Tech 6 when he meets the advancement criteria.
- All advancements will be approved by management.

**APPENDIX A**  
**Technician Levels**  
**CENTRAL SHOP DEPARTMENT**

|                  |                  | <b>2026</b>   | <b>2027</b>      | <b>2028</b>   |
|------------------|------------------|---------------|------------------|---------------|
|                  |                  | <b>Year 1</b> | <b>Year 2</b>    | <b>Year 3</b> |
|                  |                  | <b>3.75%</b>  | <b>2.75%</b>     | <b>2%</b>     |
| Mechanic III     | (6)              | \$45.83       | \$47.09          | \$48.03       |
| Machinist III    | (6)              | \$45.83       | \$47.09          | \$48.03       |
| Welder III       | (6)              | \$45.83       | \$47.09          | \$48.03       |
| Mechanic II      | (5)              | \$43.80       | \$45.00          | \$45.90       |
| Machinist II     | (5)              | \$43.80       | \$45.00          | \$45.90       |
| Welder II        | (5)              | \$43.80       | \$45.00          | \$45.90       |
| Mechanic I       | (4)              | \$41.82       | \$42.97          | \$43.83       |
| Machinist I      | (4)              | \$41.82       | \$42.97          | \$43.83       |
| Welder I         | (4)              | \$41.82       | \$42.97          | \$43.83       |
| Advanced Helper  | (3)              | \$37.67       | \$38.71          | \$39.48       |
| Helper           | (2)              | \$34.51       | \$35.46          | \$36.17       |
| Utilityman       | (1)              | \$31.16       | \$32.02          | \$32.66       |
| (1) Technician 1 | (2) Technician 2 |               | (3) Technician 3 |               |
| (4) Technician 4 | (5) Technician 5 |               | (6) Technician 6 |               |

- A Tech 1 will be promoted to Tech 2 when he meets the advancement criteria.
- A Tech 2 will be promoted to Tech 3 when he meets the advancement criteria.

- A Tech 3 will be promoted to Tech 4 when he meets the advancement criteria.
- A Tech 4 will be promoted to Tech 5 when he meets the advancement criteria.
- A Tech 5 will be promoted to Tech 6 when he meets the advancement criteria.
- All advancements will be approved by management.

# APPENDIX A

## Technician Levels

### CRANE DEPARTMENT

|                   |                  | <b>2026</b>   | <b>2027</b>   | <b>2028</b>   |
|-------------------|------------------|---------------|---------------|---------------|
|                   |                  | <b>Year 1</b> | <b>Year 2</b> | <b>Year 3</b> |
|                   |                  | <b>3.75%</b>  | <b>2.75%</b>  | <b>2%</b>     |
| Crane Operator II | (6)              | \$45.83       | \$47.09       | \$48.03       |
| Crane Operator I  | (5)              | \$43.80       | \$45.00       | \$45.90       |
| (5) Technician 5  | (6) Technician 6 |               |               |               |

- An Employee is not eligible for advancement to Technician 5 until he has completed six (6) months as a Mechanic I (Technician 4).
- A Tech 5 will be promoted to Tech 6 when he meets the advancement criteria.
- All advancements will be approved by management.
- An Employee is not eligible for advancement to Technician 5 until he meets all requirements for one of the previous levels (minimum Mechanic I, Electrician I, Welder I, Machinist I) and is certified by a Company approved training program to operate one hundred (100)-ton capacity and Lattice Boom Cranes and there is a vacancy, and is recommended by his supervisor and he satisfactorily demonstrates proficiency in skills from the appropriate criteria developed by management.

## APPENDIX A

### CUSTODIAN DEPARTMENT

**Employees employed in the Custodian Department prior to 4/1/2026 shall follow the below criteria:**

|               |     | <b>2026</b>   | <b>2027</b>   | <b>2028</b>   |
|---------------|-----|---------------|---------------|---------------|
|               |     | <b>Year 1</b> | <b>Year 2</b> | <b>Year 3</b> |
|               |     | <b>1.25%</b>  | <b>1.25%</b>  | <b>1.25%</b>  |
| Custodian III | (3) | \$31.32       | \$31.71       | \$32.11       |
| Custodian II  | (2) | \$28.28       | \$28.63       | \$28.99       |
| Custodian I   | (1) | \$27.45       | \$27.79       | \$28.14       |

Employees may bid in or out of the Custodian Department under the bid process. There is nothing in this Agreement that prevents the Company from subcontracting custodial services.

**Employees hired into the Custodian Department on or after 4/1/2026 shall be hired as a Custodian I.**

\*No Employee in the Custodian Department shall be laid off per Section 06.02.00 or to make room for a newly hired Employee.

## APPENDIX A

### Technician Levels

#### UNDERGROUND MINE OPERATIONS DEPARTMENT

|                       |                  | <b>2026</b>      | <b>2027</b>   | <b>2028</b>   |
|-----------------------|------------------|------------------|---------------|---------------|
|                       |                  | <b>Year 1</b>    | <b>Year 2</b> | <b>Year 3</b> |
|                       |                  | <b>3.75%</b>     | <b>2.75%</b>  | <b>2%</b>     |
| Underground Miner III | (5)              | \$43.80          | \$45.00       | \$45.90       |
| Underground Miner II  | (4)              | \$41.82          | \$42.97       | \$43.83       |
| Underground Miner I   | (3)              | \$39.41          | \$40.49       | \$41.30       |
| Underground Trainee   | (2)              | \$35.26          | \$36.23       | \$36.95       |
| Laborer               | (1)              | \$32.12          | \$33.00       | \$33.66       |
| (1) Technician 1      | (2) Technician 2 | (3) Technician 3 |               |               |
| (4) Technician 4      | (5) Technician 5 |                  |               |               |

- A Tech 1 will be promoted to Tech 2 when a vacancy occurs and he meets the advancement criteria.
- A Tech 2 will be promoted to Tech 3 when he meets the advancement criteria.
- A Tech 3 will be promoted to Tech 4 when he meets the advancement criteria.
- A Tech 4 will be promoted to Tech 5 when he meets the advancement criteria.
- All advancements will be approved by management.

## APPENDIX A

### Technician Levels

#### UNDERGROUND MAINTENANCE DEPARTMENT

|                  |                  | <b>2026</b>      | <b>2027</b>   | <b>2028</b>   |
|------------------|------------------|------------------|---------------|---------------|
|                  |                  | <b>Year 1</b>    | <b>Year 2</b> | <b>Year 3</b> |
|                  |                  | <b>3.75%</b>     | <b>2.75%</b>  | <b>2%</b>     |
| Mechanic III     | (6)              | \$45.83          | \$47.09       | \$48.03       |
| Electrician III  | (6)              | \$45.83          | \$47.09       | \$48.03       |
| Tireman III      | (6)              | \$45.83          | \$47.09       | \$48.03       |
| Mechanic II      | (5)              | \$43.80          | \$45.00       | \$45.90       |
| Electrician II   | (5)              | \$43.80          | \$45.00       | \$45.90       |
| Tireman II       | (5)              | \$43.80          | \$45.00       | \$45.90       |
| Mechanic I       | (4)              | \$41.82          | \$42.97       | \$43.83       |
| Electrician I    | (4)              | \$41.82          | \$42.97       | \$43.83       |
| Tireman I        | (4)              | \$41.82          | \$42.97       | \$43.83       |
| Advanced Helper  | (3)              | \$37.67          | \$38.71       | \$39.48       |
| Helper           | (2)              | \$34.51          | \$35.46       | \$36.17       |
| Utilityman       | (1)              | \$31.16          | \$32.02       | \$32.66       |
| (1) Technician 1 | (2) Technician 2 | (3) Technician 3 |               |               |
| (4) Technician 4 | (5) Technician 5 | (6) Technician 6 |               |               |

- A Tech 1 will be promoted to Tech 2 when he meets the advancement criteria.
- A Tech 2 will be promoted to Tech 3 when he meets the advancement criteria.

- A Tech 3 will be promoted to Tech 4 when he meets the advancement criteria.
- A Tech 4 will be promoted to Tech 5 when he meets the advancement criteria.
- A Tech 5 will be promoted to Tech 6 when he meets the advancement criteria.
- All advancements will be approved by management.

# APPENDIX B

## UNION DUES CHECK-OFF AUTHORIZATION

Authorization for Check-off of Dues and Initiation Fee  
OPERATING ENGINEERS LOCAL UNION NO. 3 Northern Nevada

TO: NEVADA GOLD MINES

DATE: \_\_\_\_\_

Commencing thirty-one (31) days after my date of employment or the above date, whichever shall last occur:

I, \_\_\_\_\_, do hereby direct and authorize you to deduct from my wages \$ \_\_\_\_\_ per month for \_\_\_\_\_ months as installment payments of my initiation fee for membership with Operating Engineers Local Union No. 3 or the International Union of Operating Engineers, AFL-CIO ("Local 3"). I make this authorization irrespective of my membership status with Local 3.

I further direct you and authorize you to deduct from my wages an amount equal to my monthly union dues as certified by Local 3. I make this authorization irrespective of my membership status with Local 3.

I further direct and authorize you to turn over the monies deducted pursuant to this authorization to Local 3's Financial Secretary.

I understand the Collective Bargaining Agreement between you and Local 3 now in effect does not require me to be a member of Local 3 or to pay any fee to Local 3.

I further understand Local 3's By-laws and the International Union of Operating Engineers, AFL-CIO's Constitution do not require me to authorize you to deduct the monies I have authorized you to deduct in order to maintain membership in good standing with Local 3 and the International Union of Operating Engineers, AFL-CIO. I further understand that Local 3 will accept payment of my initiation fee by the installments provided for by this authorization in lieu of a lump sum payment.

This authorization is separate and distinct from my application for Local 3 membership and my membership status with Local 3, and I expressly authorize you to continue to make the deductions throughout the life of the collective bargaining agreement between you and Local 3 and any successor agreement except as provide below irrespective of my membership status with Local 3. I further agree this authorization is irrevocable for a period of one year or until the current collective bargaining or any successor agreement expires, whichever occurs sooner. In the event I do not provide you with a written revocation not more than twenty (20) days and not less than ten (10) before the end of the above indicated period of irrevocability, this authorization shall remain in effect and be irrevocable for additional period of one (1) year or until termination of the then applicable Collective Bargaining Agreement between you and Local 3, whichever occurs sooner, subject to my rights to revoke this authorization not more than twenty (20) days and not less than ten (10) days prior to the end of each additional period of irrevocability. This authorization shall remain in effect except if revoked as provided herein regardless of my membership status or whether I maintain my membership in Local 3.

In the event I resign from Local 3 before you have deducted all of my initiation fee, I expressly authorize you to continue to deduct the installment payments provided for herein until such time as I have paid my initiation fee in whole and I specifically acknowledge that in the event I resign my union membership

before you have deducted the full amount of my initiation fee, the unpaid amount will be a debt I owe Local 3 and hereby authorize you to pay it as provided herein. I further authorize you to deduct an amount equal to Local 3's monthly dues provided herein unless I revoked the authorization as provided herein regardless of my membership status with Local 3.

By entering into this Agreement, I expressly waive my right under Section 7 of the National Labor Relation Act, 29 USC s 157, to refrain from assisting Local 3. This assignment, authorization and direction shall become operative upon execution by me and delivery thereof, and it shall constitute a revocation of any prior assignment in favor of any labor organization hitherto executed by me and delivered by you.

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

Social Security No. \_\_\_\_\_ Contractor No: \_\_\_\_\_  
(for office use only)

Employer's Copy ☐ Employee's Copy ☐ Local 3's Copy ☐

**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<br>(after Plan<br>requirements met) | <p>An employee may receive up to 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:</p> <p>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.</p> <p>Weekly Indemnity will begin on:</p> <ul style="list-style-type: none"> <li>• The first day of hospitalization;</li> <li>• The first day surgery is performed;</li> <li>• The fourth day of an illness or accident for which there has been no hospitalization.</li> </ul> <p>Weekly indemnity benefits for a second disability vary, depending upon the length of time before an Employee becomes disabled again, a described below:</p> <ul style="list-style-type: none"> <li>• 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.</li> </ul> <p>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.</p> |
|---------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

### RETIREMENT SAVINGS PLAN

|                                |                                                                                                                                                                                                                                                                                                       |
|--------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Employee<br>Contribution Limit | 100% of net eligible pay (IRS maximums apply).                                                                                                                                                                                                                                                        |
| Contribution Types             | Pre-tax, after-tax, or Roth basis or a combination (if pre-tax limits met, contributions automatically convert to after-tax).                                                                                                                                                                         |
| Withdrawals                    | Withdrawal options: After-Tax Account, Rollover Account, Over Age 59-1/2, Company Matching Contribution Account, Hardship (Plan provisions apply).                                                                                                                                                    |
| Catch-Up<br>Contributions      | If eligible, employee may defer additional dollars as a catch-up contribution on a pre-tax basis if they: reach the annual pre-tax limit, reach the annual additions limit or elect to defer one hundred percent (100%) of net eligible pay. Contribution limits will be governed by IRS limitations. |

|                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Company Match  | Company match of match-eligible contributions (based on the average straight-time rate for the pay period up to eighty (80) hours) up to six percent (6%) of match-eligible pay (which for this purpose includes only base pay and temporary upgrades but not overtime). Any amount contributed by an employee above six percent (6%) will not be matched by the Company.                                                                                                                |
| Loan Provision | An eligible employee may borrow the lesser of fifty percent (50%) of vested account or fifty thousand dollars (\$50,000.00) reduced by their highest outstanding loan balance in the last twelve (12) months. The minimum loan is one thousand dollars (\$1,000.00). The employee will be charged a loan origination fee and a maintenance fee will be taken from the account each July. Repayment of loans will be through payroll deduction. Loans may be prepaid in full at any time. |

## PENSION PLAN

|            |                                                                                                                                                                                                                                                                                                                                                                                     |
|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Multiplier | <p>Year 1 Multiplier:</p> <ul style="list-style-type: none"> <li>• \$48.50 per year of credited service for all other employees.</li> </ul> <p>Year 2 Multiplier:</p> <ul style="list-style-type: none"> <li>• \$49.25 per year of credited service.</li> </ul> <p>Year 3 Multiplier:</p> <ul style="list-style-type: none"> <li>• \$50.00 per year of credited service.</li> </ul> |
|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## PAID PARENTAL LEAVE

|                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|---------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Paid Parental Leave (after policy requirements are met) | <p>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.</p> <p>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.</p> <p>Approved 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.</p> <p>Employees must take Paid Parental Leave in one (1) 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.</p> |
|---------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## APPENDIX D

### OVERTIME DISTRIBUTION SHEET

| Weekly OT Distribution Sheet (Example Only) |              |        |        |   |   |        |   |        |           |     |
|---------------------------------------------|--------------|--------|--------|---|---|--------|---|--------|-----------|-----|
| PRV<br>BAL                                  | NAME         | S      | M      | T | W | TH     | F | S      | WK<br>BAL | YTD |
| 16                                          | J.H. Nelson  | 8<br>R | 8<br>W |   |   | 8<br>W |   | 8<br>R | 32        | 48  |
| 30                                          | R.P. Smith   | 8<br>W | 8<br>R |   |   | 8<br>W |   | 8<br>R | 43        | 62  |
| 32                                          | C.B. Jones   | 8<br>R | 8<br>R |   |   |        |   | 8<br>W | 24        | 56  |
| 50                                          | T.C. Johnson | 8<br>W | 8<br>R |   |   |        |   |        | 16        | 66  |
| 72                                          | H.R. Roberts |        | 8<br>W |   |   |        |   |        | 8         | 80  |

**W** = WORKED OT HOURS

**R** = REFUSED OT HOURS

- OT will be distributed equitably by classification within designated groups.
- When an Employee enters a designated group, he will automatically assume the same amount of OT hours as the Employee possessing the greatest number of OT hours in that group.
- The Employee with the least amount of OT hours will be offered the OT first and will continue in that sequence until an Employee accepts the OT assignment.
- The Employee who works the hours will be credited with the actual number to OT hours worked.
- All Employees who refused the OT will be credited with the number of hours offered as if he had worked them.

***IN WITNESS WHEREOF***, the parties hereto set their hands and seals by their respective officers duly authorized to do so this 1st day of April, 2026.

**For the Company:**

Hiliary Wilson, Associate General Counsel, North America  
Mike Woodland, Manager, Carlin Human Resources  
Jessie Going, Sr HR Business Partner, UG Operations  
Alex Burroughs, Sr HR Business Partner, Process  
Leslie Kemp, Sr HR Business Partner, Mine Ops  
Jason New, Superintendent, Carlin Mine Ops  
Jack Constable, Superintendent, Process Maintenance  
Chris Polack, Superintendent, Leeville UG

**For the Union:**

Dan Reding, Business Manager  
Justin Diston, President  
Bruce Noel, Vice President  
Dave Harrison, Rec-Corresponding Secretary  
Nate Tucker, Financial Secretary  
Jim Jacobs, Treasurer  
Dylan Gallagher, District Representative  
Lyman Hatfield, Business Representative

## **NEGOTIATING COMMITTEE**

### **OPERATING ENGINEERS LOCAL UNION NO. 3 of the International Union of Operating Engineers, AFL-CIO**

Bruce Noel, Vice President

Dylan Gallagher, District Representative

Lyman Hatfield, Business Representative

Kevin Rains, Business Representative

Carl Peters, Local 3

Alan Bailey, Local 3

Eli Myrick, Local 3

Tamara Benton, Local 3

Embry Edwards, Local 3

Charles Gonzales, Local 3

Angel Montante, Local 3

**NEGOTIATING COMMITTEE**  
**NEVADA GOLD MINES LLC**

Mike Woodland, Manager, Carlin Human Resources  
Jessie Going, Sr HR Business Partner, UG Operations  
Alex Burroughs, Sr HR Business Partner, Process  
Leslie Kemp, Sr HR Business Partner, Mine Ops  
Jason New, Superintendent, Carlin Mine Ops  
Jack Constable, Superintendent, Process Maintenance  
Chris Polack, Superintendent, Process Maintenance



