TENTATIVE AGREEMENT

BETWEEN

UNITED STEELWORKERS LOCAL 1-1937 (the "Union")

AND

NEWCREST RED CHRIS MINE LTD. (the "Company")

(collectively known as the "Parties")

The parties agree to the terms contained in this tentative agreement. The combination of all the agreed terms form this tentative agreement, which is subject to ratification.

The agreed terms are listed in the order they would be found in the collective agreement.

Where the agreement has language in red, the language, wage rate, or benefit is new.

TENTATIVELY AGREED TERMS

ARTICLE 3 - HUMAN RIGHTS AND HARASSMENT

3.02 **Harassment -** Harassment or bullying includes any inappropriate conduct or comment by a person towards an employee that the person knew or reasonably ought to have known would cause that employee to be humiliated or intimidated. Recognizing our mutual responsibility and in keeping with the Workers' Compensation Act, the Company shall ensure that the workplace is free of harassment and/or bullying and that employees take reasonable care to protect the health and safety of themselves and other persons.

The Company shall be responsible to provide instruction, training, information, and supervision and to provide a workplace free of harassment and/or bullying. All harassment complaints originating in the workplace or Company related functions will be investigated.

3.03 Any bargaining unit employee may request the Union's assistance in drafting or amending a complaint to ensure it contains all necessary information. An operational Union representative pre-appointed by the Local Union will participate in the investigation. Where no operational Union representative is available, the Union will appoint one.

ARTICLE 5 – SHOP STEWARD COMMITTEE

5.06 (a) The Company will provide Union representatives (including Union educators to deliver Shop Steward, JOH&S/Health and Safety Training) transportation to and from the site up to ~~four (4)~~ six (6) times per year and the representatives will be afforded rooms and meals and other amenities that visitors receive while on site. This visit will be made at a mutually agreeable time. Such permission shall not be unreasonably withheld.

(b) Where the Union requests access to deliver training beyond those courses noted in (a) above, it will require the mutual agreement of the parties.

ARTICLE 6 – HOURS OF WORK

6.03 Twelve (12) hour shift employees shall have two (2) thirty (30) minute paid lunch breaks. Employees working more than two hours overtime past their regular scheduled shift are entitled to one (1) additional thirty (30) minute paid break prior to starting the overtime work.

6.04 (New Language)

(d) Short notice shift change, from nights to days or days to nights, a period of twenty-four (24) hours of rest time will be provided with twelve (12) hours pay.

- When a worker is required to move from day shift to night shift at any point of their rotation, the worker will be given 24 hours' notice of this change.
  - The worker will complete the full day shift prior to the beginning of the required night shift.
  - This will result in a 24-hour rest period and will result in no loss of pay.
- When a worker is required to move from night shift to day shift, the worker will be given 24 hours' notice of this change
  - The worker will complete the full night shift prior to the change to the day shift.
  - This will result in a 24-hour rest period and will result in no loss of pay.
- If less than 24 hours' notice is given, it will result in the first shift on the new schedule being compensated at 2x the regular rate of pay.

ARTICLE 7 – OVERTIME & SPECIAL PAY

7.03 (New Language)

(e) Employees who transfer to a new department will have their overtime hours adjusted to the department's average overtime hours.

(f) Employee ‘s total accumulated overtime hours will be reset to zero every January 1st of each year.

(g) If overtime is awarded and later cancelled by the Company, economy flight and hotel costs ensued by an employee will be reimbursed by the company with proof of receipt.

7.04 Call Time (New Language)

If an employee is called out before or after their scheduled shift a minimum of two (2) hours double time will be paid, if the employee works longer than two (2) hours, double time will be paid for all hours worked.

ARTICLE 9 – WAGES

Wage Increases:

4% effective April 24, 2025
3% effective April 24, 2026
3% effective April 24, 2027
3.75% effective April 24, 2028.

9.04 Premiums

Premium Increases:

Lead Hand:

It is understood between the Parties that lead hands may be designated on the basis of qualifications from time to time on an “as needed” basis to help, lead and direct a work crew. A lead hand will be paid ~~$45 per shift~~ a premium of $4.00 per hour.

Night Premium:

$1.00 per hour for all hours worked for what is determined to be a scheduled night shift. Remove the words “between 6 pm and 6 am” in two locations.

~~Pit~~ Crew Bus Driver:

The Company will pay ~~Pit~~ Crew Bus Drivers ~~$15 dollars~~ $20.00 dollars per day.

Hot Change Allowance:

Parties agreed to the following revised language: In accordance with 6.04 (a) the Company will pay a half hour ~~paid at double time~~ premium (equivalent to double time pay) to allow for transfer of information and communication with the incoming shift.

Environmental Operators Certification Program, (EOCP) Tickets (New Language)

The Company will reimburse employees for course costs to acquire and maintain these tickets.

Travel Allowance:

Employees who drive to the gate from North of the mine site:
Driving Less than 200 km from North of the mine site will be paid $500 per rotation
Driving over 200 km from North of the mine site will be paid $700 per rotation

Marshalling Points – to and from the Mine Site	Travel Allowance
Drivers – less than 200km to site	$500
Drivers – over 200 km to site	$700
Smithers	$500
Prince George	$625
Kamloops	$825
Kelowna	$850
Vancouver Island (Nanaimo)	$925
Vancouver (Lower Mainland)	$1000
Calgary	$1000

ARTICLE 10 – PAYDAYS

10.01 The Company shall provide for paydays twice per month, and at that time, each employee shall be furnished with an itemized and detailed statement of earnings and deductions noted in 10.02 (b) below, including a daily breakdown of each item.

ARTICLE 11 – GROUP RETIREMENT SAVINGS PROGRAM

Add language to include TFSA as an investment vehicle for 2026.

ARTICLE 12 APPRENTICESHIP PROGRAM AND TRADES TRAINING

12.02 Apprentices will be paid eight (8) hours per day at straight time while in school and the cost of books and materials required for instruction.
Apprentices attending provincial apprenticeship school in a community outside their primary residence will be paid ~~one hundred twenty-five dollars ($125)~~ four hundred dollars ($400) per week living out allowance for each week spent attending that school.

12.5 (New Section) Apprenticeship Committee

The application and selection process will be determined by the Apprenticeship Program Guidelines.

(a) The Apprenticeship Selection Committee (the "Committee") will consist of two (2) representatives from the Union and two (2) from the company. One (1) of the Company representatives shall be from the training department, and one (1) will be HR or Department Leader and one (1) shop steward and one (1) journeyperson from the department that the apprenticeship is being offered.
(b) The Committee shall oversee the selection process, including testing and interviews.
(c) The Committee will create a predetermined checklist for the interview questions being asked for each of the apprenticeship trades.
(d) Those employees on a final disciplinary warning or who have a problematic absentee pattern will not be allowed to test for apprenticeships.

Testing and Interview Process

(a) Candidates who achieved the 70th percentile or above in the aptitude testing will be invited to interview. Interviews will be conducted by the Committee.
(b) Testing will be weighted at 40%, and the Interview will be weighted at 60% of the selection process.
(c) If a stalemate occurs between the parties during the scoring process, the committee will present their scoring to the business agent from the Union and the HR director from the Company, who will together make the final determination.

Test Scores

70-79th Percentile	10 Points
80-89th Percentile	20 Points
90-95th Percentile	30 Points
96-100th Percentile	40 Points

Selection Criteria

Test Score and Interview Score will be converted to a weighted score out of 100 points. Candidates who score above 80 points will be awarded the Apprenticeship Opportunity by our regular Selection Criteria, by Company Seniority (internal Tahltan candidates, external Tahltan applicants, all other internal candidates). If all Tahltan and internal candidates are exhausted, the apprenticeship will be posted externally for competition.

ARTICLE 15 – VACATION WITH PAY

15.02

Completed Years of Service	Working Hours Entitlement (160 hr shift)	Working Hours Entitlement (168 hr shift)	Accrual Percentage% Entitlement
0 months but less than 12 months	0	0	~~6~~ 8
~~1-3~~ 1-4 years	~~120~~ 160	~~120~~ 168	~~6~~ 8
~~4-7~~ 5-7 years	160	168	~~8~~ 10
~~8 +~~ 8-9 years	180	192	10
10 + years	240	252	12

15.03

~~(a) The vacation year is from April 1st to March 31st. Operational requirements shall govern vacation schedules, but preference shall be given to employees in accordance with seniority as per Article 17. Department vacation schedules shall be posted by March 31 of each year.~~

~~(b) In the case of an operational emergency, the Company shall reimburse an employee all money lost as a result of their vacation being re-scheduled by the Company, provided the employee has made arrangements through their Supervisor to have vacation time off and makes the Supervisor aware, in writing at the time the vacation is re-scheduled, of the financial loss the employee will incur as a result of the rescheduling.~~

~~(c) During the first week of January, each year employees will be called upon to indicate preference in vacation scheduling. Those employees indicating preference for vacation time before 11:59 p.m. on February 28th, of each year will be given preference in order of seniority. Employees electing to split their vacation will be entitled to preference for only one portion of vacation. This process shall repeat itself until all vacations are scheduled.~~

~~(d) Those employees who do not indicate preference for vacation scheduling by 11:59 p.m. on March 31, of each year, will take their vacation in vacation blocks that are not already filled.~~

15.03 (New Language)

(a) The vacation year is from January 1st to December 31st. Operational requirements shall govern vacation schedules, but preference shall be given to employees in accordance with seniority as per Article 17.

(b) Eligible vacation hours will reset on January 1st of each calendar year, and any excess vacation pay from the previous year must be requested to be paid out using the payout – vacation leave form, by December 31st, either

in lump sum payment or transferred to the RRSP plan at the employee's option.

(c) Vacation Approval Process:

- Vacation dates must be requested on a posted vacation planner
- Employee must indicate their first and second preference in blocks of one week (7 days)
- Planner will be posted in a public space by October 1st and posted until November 30th at 11:59 pm, along with a seniority list as of October 1st of that calendar year
- All vacation selections must be submitted by November 30th
- Approvals will be completed and posted in the department by January 1st
- If employees do not apply for 1st and 2nd preference, all vacations after the application time will be on first come first served served and seniority cannot be used to bump someone after the approval process
- There will be no blackout dates for requests
- Management will approve vacation requests based on:
  - Seniority
  - 1st and 2nd preferences
  - Operations requirements – limits to be defined at the time of application(s)

- Employees will have the option to take earned vacation.

(d) Increase in eligible vacation time and accrual percentage shall occur on January 1st based on the employee's anniversary hire date of that calendar year.

(e) In the case of an operational emergency, the Company shall reimburse an employee all money lost as a result of their vacation being re-scheduled by the Company, provided the employee has made arrangements through their Supervisor to have vacation time off and makes the Supervisor aware, in writing at the time the vacation is re-scheduled, of the financial loss the employee will incur as a result of the rescheduling.

ARTICLE 16 – INSURANCE BENEFITS

16.07 The cost of a Company required medical exam, functional capacity report and hearing examinations shall be borne by the Company and arranged during the employee's normal shift with no loss of wages where possible.

(i) All medical notes, requested by the Company, for clearance to return to work, shall be reimbursed for by the Company.

16.09 Health Benefits Coverage

Extended Health:

Professional Services: By licensed practitioners

~~$1,625~~ $2500 per year following ratification for Psychologist/Social Workers/Clinical Counsellors/Marriage and Family Therapist/Psychoanalyst/Psychotherapist. Effective April 1, 2026.

Hearing Aids: ~~$450~~ $1500 per five 5 calendar years, effective April 1, 2026.

Newmont Health Wellbeing Spending Account (New)

The parties agree to the terms of the Newmont Health Wellbeing Spending Account Program (set at $500 per calendar year), to Article 16, effective upon ratification. This will not be prorated for the remainder of 2025.

The parties agree to increase the Newmont Health Wellbeing Spending Account Program to $1000 per calendar year, effective April 1, 2027.

ARTICLE 17 – SENIORITY

This new probationary period shall not apply to those employees who are in a probationary period at the time of ratification of this agreement. The new probationary period shall not change when H&W Benefits start as per Article 16.02.

17.02 All employees who have not completed ~~thirty (30)~~ seventy (70) days worked within a ~~six (6)~~ an eight (8) month period shall be considered probationary employees and shall have no seniority rights.

17.03 Upon completion of the probationary period, an employee shall be entitled to seniority dating back to the first day worked within the said ~~thirty (30)~~ seventy (70) days.

ARTICLE 19 – LEAVE OF ABSENCE

19.02 Pregnancy and Parental Leave

~~(a) Female employees shall be entitled to unpaid pregnancy leave of up to seventeen (17) weeks.~~

~~(b) A female employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under 19.02(a).~~

~~(c) On the advice of her doctor, if a pregnant employee requests a transfer due to~~

~~workplace conditions, she will be provided alternate work, if available.~~

~~(d) Employees shall be entitled to unpaid parental leave of up to sixty-one (61) weeks.~~

~~(e) If the child has a physical, psychological, or emotional condition requiring an additional period of parental care, the employee is entitled to up to an additional five (5) consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under 19.02(d).~~

~~(f) An employee's combined entitlement to leave under 19.02 (a) and 19.02 (d) is limited to seventy-eight (78) weeks, plus any additional leave the employee is entitled to under 19.02(b) or 19.02(e).~~

(New Language)

(a) Female employees shall be entitled to paid pregnancy leave of up to seventeen (17) weeks.
(b) Employees shall be entitled to paid parental leave of up to nine (9) weeks.
(c) On the advice of her doctor, if a pregnant employee requests a transfer due to workplace conditions, she will be provided alternate work, if available.
(d) Employees shall be entitled to unpaid parental leave of up to sixty-one (61) weeks.

19.04 Family Responsibility and Compassionate Care Leave

Family Leave:

An employee is entitled to up to ~~five (5~~) seven (7) days of unpaid Family Leave during each employment year to meet responsibilities related to:

(a) the care, health, or education of a child in the employee's care, or;
(b) the care or health of any other member of the employee's immediate family.

19.06 Bereavement Leave

(a) When death occurs to a member of a regular full-time employee's immediate family, the employee will be granted an appropriate leave of absence for which he shall be compensated at his regular straight-time hourly rate of pay for ~~his~~ their regular work schedule for a maximum of ~~three (3) days~~ five (5) days.
(b) Members of the employee's immediate family are defined as the employee's spouse, parents, step-parents, siblings, children, step-children, mother-in-law, father-in-law, sons-in-law, daughters-in-law, grandparents, grandparents-in-law, and grandchildren
(c) Miscarriages and stillbirths are eligible under the definition of “child” after the first trimester.

ARTICLE 20 – HEALTH, SAFETY AND ENVIRONMENT

20.13 (New Language)

(d) No surveillance cameras will be set up inside or focused into lunchrooms, except in situations where the Company determines there is a safety-sensitive concern. In such cases, camera placement will be limited to addressing the specific safety risk and will not be implemented without approval of the Joint Health and Safety Committee. The definition of "lunchroom" does not include the lodge or any of the lodge facilities.

ARTICLE 21 – CONTRACTING OUT

21.01 CONTRACTING OUT

(a) The Company will notify the Union, a minimum of thirty (30) days in advance, of their intent to have work performed by contractors on the mine site and will, emergencies excepted, afford the Union the opportunity to review it with the Company prior to a final decision being made. For this purpose, the Joint Consultation Committee will consist of up to three (3) union representatives and will be used as a forum to discuss the Company's contracting decisions.

(b) In keeping with the joint commitment of the Company and the Union to provide as much work as possible to the regular workforce, the Joint Consultation Committee will meet at least quarterly – each year, (with meetings set in January, April, July and September and dates determined by the committee in December each year) to make recommendations regarding the utilization of the mine workforce to minimize the use of contractors, both inside and outside of the mine site.

(c) The Company will not bring a contractor into the mine site:

(d) (i) which directly results in the layoff of bargaining unit employees; or,

(e) (ii) to do the work of employees on layoff.

(f) It is agreed that it is not the intent of the Company to replace its regular workforce through the use of contractors.

ARTICLE 22 – SEVERANCE PROVISION

22.01 An employee who terminates as a result of a restructuring of the Company's operation, or permanent closure of the Company's operation in part, shall be entitled to severance pay as follows:
One (1) week's severance pay (~~40 or 42 hours' pay~~) (80 or 84 hours' pay) as per each employee's respective schedule for each year of service with the Company. The amount calculated under such entitlement shall not exceed a maximum of twelve (12) weeks' pay for their regular work schedule.

22.02 Employees may elect to terminate and take their severance or will be paid their severance pay when their recall rights expire.

ARTICLE 25 – ADJUSTMENT OF GRIEVANCES

25.01 Procedure

The Company and the Union mutually agree that, when a grievance arises under the terms of this Agreement, it shall be taken up in the manner set out below:

An individual grievance is a dispute affecting one (1) Employee shall be initiated at Step One of the grievance procedures; except in cases of suspension, which will commence at Step Two and dismissal, which will commence at Step Three of the procedure.

Step One:

The individual employee involved, with or without a Shop Steward, shall first take up the matter with the supervisor directly in charge of the work within Sixteen (16) days after the date on which he is notified verbally or in writing, or on which he ought to have been aware of the action or circumstances giving rise to the grievance.

Step Two:

If a satisfactory settlement is not reached at Step One, the Shop Steward shall take up the grievance with either the Superintendent or designate, or as designated by the Company. A statement in writing of the alleged grievance by the griever, together with a statement in writing by the supervisor, shall be exchanged by the Parties concerned. Where the Union advances a grievance as a group or et al. grievance, such grievance will begin at Step Two.

Step Three:

If the grievance is not satisfactorily solved at Step Two, it shall be referred to the Local Union and Management. A policy grievance filed or declared by the Local Union, or by the Company, shall commence at Step Three of the grievance procedure.

Step Four:

If a satisfactory settlement is not reached at Step Three, it shall be dealt with by arbitration as set forth in Article 26.

25.02 Time Limit

If a grievance has not advanced to the next stage under Steps Two, Three, and Four within Sixteen (16) days after completion of the preceding step, then the grievance shall be deemed to be abandoned, and all rights of recourse to the grievance procedure shall be at an end. Where the Union is not able to observe this time limit by reason of the absence of the aggrieved employee or the Shop Steward, the said time limit shall not apply. The Union shall be bound to proceed in such a case as quickly as may be reasonably possible.

25.04 The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the Union.

ARTICLE 29 - DURATION OF AGREEMENT

The parties agree to a duration of 4 years.

APPENDIX A

(b) Effective the date of ratification, the Company will provide a General Wage Increase of 4%, 3%, 3%, 3.75% to the rates set forth in a) above;

APPENDIX A and APPENDIX B

The parties agree to the following changes:

1. Addition of: Serviceperson – Site Services job classification under wage grade 14.
2. Removal of job classification 25 - Senior Journeyperson Warehouse Technician. The parties agree to Red Circle for the one remaining employee.

The Parties agree to adjust the wage grade for the Equipment Operator-Site Services A & B, from wage grade 14 to wage grade 15, upon ratification of this collective agreement.

APPENDIX B

WAGE GRADE & JOB CLASSIFICATIONS

7 - Shift Assayer **(New Language)**

Adjust this position to a tiered system dependent on certifications and experience. 4 tiers, lowest equal to wage **grade 5**. **No downs provision for any current employee.**

Shift Assayer – IV wage **grade 5**
Direct or transferable technical laboratory and/or quality control skills that are applicable to wet chemistry or fire assaying in a mining laboratory

Shift Assayer – III wage **grade 6**

- Direct experience in either wet chemistry or fire assaying; mining-related experience is an asset
- One (1) year related work experience
- Capable of all tasks related to Shift Assayer – IV
- Capable of independent work in wet chemistry or fire assay

Shift Assayer – II wage **grade 7**

- Three (3) years related work experience
- Capable of all tasks related to Shift Assayer – III
- Capable of full, independent work in wet chemistry and fire assay
- Creation and validation of reagents
- Capable of data reporting

Shift Assayer – I wage **grade 8**

Educational requirements of a Shift Assayer IV, or BC Assayers Certificate or equivalent, and

- 2 years' experience as Shift Assayer II or 5 years related experience, and is capable of performing all the assignments of a Shift Assayer II, plus:
- Advanced instrument maintenance and troubleshooting (AAS, Hg, C/S)
- Creating and validating calibration solutions and internal reference materials
- Capable of Advanced data reporting

APPENDIX C

Old		**New**	
Average Copper Price:	**Profit Sharing Payment:**	**Average Copper Price:**	**Profit Sharing Payment: 2025**
$4.20 Canadian or greater	4%	$4.47 Canadian or greater	5%
$4.09	3%	$4.35	4%
$3.98	2%	$4.23	3%
$3.87	1%	$4.12	2%
$3.64	0.50%	$3.88	1%

Drug and Alcohol Policy (New Language)

The Company agrees that it will introduce a 10-ng oral fluid screen test for THC. The Company will continue its current practice of oral fluid screening for THC at 5 ng. However, an employee will not be disciplined for testing non-negative at the 5-ng threshold in an oral fluid screen test.

If the oral fluid screening test results come back at 5-ng or above, but below 10-ng, the employee will be stood down with pay (not permitted to be in the workplace or performing any work activities), and secondary screening tests will be performed on-site until the test

shows less than 5-ng. Prior to the employee returning to work, the employee must test below the 5-ng threshold for THC.

(This language regarding THC will not be added to the Collective Agreement)

USW Inclusivity (New Language)

The Parties agree the Union will post the USW Local 1-1937 Logo (USW Supplied) sized at a maximum of 3'x6' ft., in the lodge hallway next to the USW bulletin board.

Housekeeping

The parties agree to green sheet the following **housekeeping proposals**,

- Red Chris HK proposal 1, Art. 5.03
- Red Chris HK proposal 2, Art. 6.02 combined with USW P4
- Red Chris HK proposal 3, Art. 9.04
- Red Chris HK proposal 4, Art. 9.04, with red circling the names in the LOU
- Red Chris HK proposal 5, Art 6.02 (b)
- Red Chris HK Proposal 6, Art. 18.01 (b)
- Red Chris HK proposal 8, Art. 9.04, this would remove Art. .24 general provisions out of the CBA, we would also move the mine rescue and first aid premiums out of Art. 20 and place them in Art. 9
- Red Chris HK proposal 9, USW P 20 add in LOU "Training Pay"
- Red Chris HK proposal 10, USW P 15 add in LOU "Site departure delays"
- Red Chris HK proposal 11, add Robert Lacey to LOU Subject: Hourly Wages dated August 22nd, 2023. Also editing this LOU to remove names no longer employed with the company

/jm
BCUWU