

EXHIBIT C

Nevada Gold Mines, LLC

EMPLOYEE STANDARDS

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WELCOME

Welcome to Nevada Gold Mines, LLC we are happy to have you as a member of our team! One of the keys to our success is hiring and retaining good employees. Employees are selected to become a part of this Company because we believe they have the skills and the potential to help our Company succeed. Every employee has an important role in our operations and we value the abilities, experience and background that they bring with them. We expect employees to perform the tasks assigned to them safely and to the best of their abilities. We believe that hard work, safety and commitment will not only benefit the Company, but also will help give all of our employees a sense of pride and accomplishment.

Our leadership team intends to provide employees with all of the support and the resources they will need to perform their jobs effectively. If, at any time, an employee needs assistance or guidance, the employee should not hesitate to ask any member of the leadership team.

PURPOSE OF EMPLOYEE STANDARDS

This Employee Standards (“**Standards**”) contains information about the U.S. employment policies, practices, guidelines and standards (individually “**standard**” or collectively “**standards**”) of Nevada Gold Mines, LLC (“**JV**” or the “**Company**”). These standards reflect the Company’s values, and we expect each employee to read this Standards carefully as it is a valuable reference for understanding their job and the Company. In addition, the Company maintains a Code of Conduct standard, which employees are subject to and should therefore familiarize themselves with.

The Standards supersedes all previously issued Standards and any inconsistent verbal or written policy statements pertaining to employment with the JV made or issued before the Standards. Except for the policy of at-will employment, The Company reserves the right to revise, delete, and add to the provisions of the Standards. All such revisions, deletions, or additions must be in writing. No oral statements or representations can change the provisions of the Standards. Department procedures will supplement but not supersede the Standards. For those employees who are subject to a collective bargaining agreement, the agreement describes the wages, benefits, and certain other terms and conditions of employment. To the extent there is a conflict between the Standards and the collective bargaining agreement, the benefits, terms and conditions described in the collective bargaining agreement apply rather than those in the Standards.

Not all of the Company’s standards are set forth in the Standards. If employees have any questions or concerns about the Standards or any standard that may apply to them, they should ask their supervisor, Human Resources or another member of leadership for clarification.

Nothing in the Standards or in any standard is intended to violate any local, state or federal law. Nothing in the Standards is intended to limit any concerted activities by employees relating to their wages, hours or working conditions, or any other conduct protected by

Section 7 of the National Labor Relations Act. Furthermore, nothing in the Standards prohibits an employee from reporting concerns to, filing a charge or complaint with, making lawful disclosures to, providing documents or other information to or participating in an investigation or hearing conducted by the Equal Employment Opportunity Commission, National Labor Relations Board, Securities and Exchange Commission, Mine Safety and Health Administration or any other federal, state or local agency charged with the enforcement of any laws.

The Standards apply to all employees of the Company.

GENERAL INFORMATION

About Our Company

Outstanding people are the key to our success. Our strength and future growth depend on the contributions made by you and each person within our organization. We are proud to have you as part of our team. To ensure continued success, we believe it is important that all employees understand our standards. We encourage all employees to use the Standards as a valuable resource for understanding our Company.

EMPLOYMENT AT-WILL

Employment with the Company is at-will, unless state law provides otherwise. This means that employment may be terminated for any or no reason, with or without cause or notice at any time by the employee or by the Company. Nothing in the Standards or any oral statement shall limit the right to terminate at-will. This at-will employment policy is the sole and entire agreement between the employee and the Company as to the duration of employment and the circumstances under which employment may be terminated unless covered by a written agreement signed by the Head of the JV or his or her authorized representative. No manager or supervisor has any authority to enter into a contract of employment express or implied that changes or alters the at-will employment relationship. **Only the Head of Operations or his or her authorized representative has the authority to enter into an employment agreement that alters the at-will employment relationship and any such agreement must be in writing signed by the Head of Operations or his or her authorized representative.**

Confidential Company Information

The Company's confidential and proprietary information is vital to its current operations and future success. Each employee should use all reasonable care to protect or otherwise prevent the unauthorized disclosure of such information.

In no event should employees disclose or reveal confidential information within or outside the Company without proper authorization or purpose.

"Confidential information" refers to a piece of information, or a compilation of information, in any form (on paper, in an electronic file, or otherwise), related to the

Company's business that the Company has not made public or authorized to be made public, and that is not generally known to the public through proper means.

By way of example, confidential or proprietary information includes, but is not limited to, nonpublic information regarding the Company's business methods and plans, databases, systems, technology, intellectual property, know-how, marketing plans, business development, products, services, research, development, inventions, financial statements, financial projections, financing methods, pricing strategies, contractor sources, protected health/medical records, system designs, contractor lists and methods of competing. Additionally, employees who by virtue of their performance of their job responsibilities have the following information, should not disclose such information for any reason, except as required to complete job duties, without the permission of the employee at issue: social security numbers, driver's license or resident identification numbers, financial account, credit or debit card numbers, security and access codes or passwords that would permit access to medical, financial or other legally protected information.

Confidential Information does not include information lawfully acquired by non-supervisory employees about wages, hours or other terms and conditions of employment, if used by them for purposes protected by Section 7 of the National Labor Relations Act such as joining or forming a union, collective bargaining, or engaging in other concerted activity for their mutual aid or protection. Nothing in the Standards prohibits an employee from communicating with any governmental authority or making a report in good faith and with a reasonable belief of any violations of law or regulation to a governmental authority, or disclosing confidential information which the employee acquired through lawful means in the course of his or her employment to a governmental authority in connection with any communication or report, or from filing, testifying or participating in a legal proceeding relating to any violations, including making other disclosures protected or required by any whistleblower law or regulation to the Securities and Exchange Commission, the Department of Labor, or any other appropriate government authority.

Further, employees are hereby notified that under the 2016 Defend Trade Secrets Act (DTSA): (1) no individual will be held criminally or civilly liable under Federal or State trade secret law for the disclosure of a trade secret (as defined in the Economic Espionage Act) that: (A) is made **in confidence to** a federal, state, or local government official, either directly or indirectly, or to an attorney; and made **solely for the purpose of** reporting or investigating a suspected violation of law; or, (B) is made in a complaint or other document filed in a lawsuit or other proceeding, **if such filing is made under seal** so that it is not made public; and, (2) an individual who pursues a lawsuit for retaliation by an employer for reporting a suspected violation of the law may disclose the trade secret to the attorney of the individual and use the trade secret information in the proceeding, if the individual files any document contain the trade secret under seal, and does not disclose the trade secret, except as permitted by order in that proceeding.

COMMITMENT TO DIVERSITY

Equal Employment Opportunity

The Company is an equal opportunity employer. In accordance with applicable law, we prohibit discrimination against any applicant or employee based on any legally-recognized basis, including, but not limited to: race, color, religion, sex, pregnancy (including childbirth, lactation or related medical conditions), age (40 and over), national origin or ancestry, physical or mental disability (including HIV/AIDS and use of an aid, appliance or service animal), genetic information (including testing and characteristics), veteran status, uniformed servicemember status, National Guard membership, sexual orientation, gender identity or expression, transgender status, lawful use of a product during nonworking hours that does not adversely affect job performance or employee safety or any other consideration protected by federal, state or local law. Our commitment to equal opportunity employment applies to all persons involved in our operations and prohibits unlawful discrimination by any employee, including supervisors and co-workers. Employees that believe that there has been a violation of our equal employment opportunity commitment, please refer to the Complaint Resolution Process within the Standards.

Sexual and Other Unlawful Harassment

The Company is committed to providing a work environment that is free of proscribed harassment. As a result, the Company maintains a strict policy prohibiting sexual harassment and harassment against applicants and employees based on any legally-recognized basis, including, but not limited to: race, color, religion, sex, pregnancy (including childbirth, lactation or related medical conditions), age (40 and over), national origin or ancestry, physical or mental disability (including HIV/AIDS and use of an aid, appliance or service animal), genetic information (including testing and characteristics), veteran status, uniformed servicemember status, National Guard membership, sexual orientation, gender identity or expression, transgender status, or any other consideration protected by federal, state or local law. All such harassment is prohibited. If any form of harassment or discrimination prohibited by this policy is observed or experienced, employees have the right to tell the person to stop, however; are not obligated to confront the person. Managers must take appropriate action on suspected violations standards noted above and report all suspected violations to Human Resources.

Our anti-harassment standard applies to all persons involved in our operations and prohibits harassing conduct by any employee of the Company, including nonsupervisory employees, supervisors and managers. This standard also protects employees from prohibited harassment by third parties, such as vendors, contractors, or temporary workers. If such harassment occurs on the job by someone not employed by the Company, the procedures in this standard should be followed. This standard is applicable on all Company properties (e.g. work sites, Company vehicles, buses, vans, parking lots, etc.) as well as in work-related settings outside the workplace, such as business trips and Company sponsored or authorized social events or other functions.

Definitions

Sexual harassment includes unwanted sexual advances, requests for sexual favors or visual, verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made a term or condition of employment; or
- Submission to, or rejection of, such conduct is used as a basis for employment decisions affecting the individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment also includes various forms of offensive behavior based on sex. The following is a partial list:

- Unwanted sexual advances.
- Offering employment benefits in exchange for sexual favors.
- Making or threatening reprisals after a negative response to sexual advances.
- Visual conduct: leering, making sexual gestures, displaying of sexually suggestive objects or pictures, cartoons, posters and websites.
- Verbal conduct: making or using derogatory comments, epithets, slurs, sexually explicit jokes, or comments about an employee's body or dress.
- Verbal sexual advances or propositions.
- Verbal abuse of a sexual nature, graphic verbal commentary about an individual's body, sexually degrading words to describe an individual, suggestive or obscene letters, notes, emails, text messages or social media posts.
- Physical conduct: touching, assault, impeding or blocking movements.
- Retaliation for making reports or threatening to report sexual harassment.

Other Types of Harassment

Harassment on the basis of any legally protected classification is prohibited, including harassment based on: race, color, religion, sex, pregnancy (including childbirth, lactation or related medical conditions), age (40 and over), national origin or ancestry, physical or mental disability (including HIV/AIDS and use of an aid, appliance or service animal), genetic information (including testing and characteristics), veteran status, uniformed servicemember status, National Guard membership, sexual orientation, gender identity or expression, transgender status, or any other consideration protected by federal, state or

local law. Prohibited harassment may include behavior similar to the illustrations above pertaining to sexual harassment. They include conduct such as:

- Verbal conduct including threats, epithets, derogatory comments or slurs based on an individual's protected classification;
- Visual conduct including derogatory posters, photography, cartoons, drawings, written notes, electronic mail, text messages, other forms of electronic communication (note: this includes Twitter, Facebook, etc.) or gestures based on protected classification; and
- Physical conduct including assault, unwanted touching or blocking normal movement because of an individual's protected status.

Should employees feel that there has been a violation in any form of prohibited harassment, please refer to the Complaint Resolution Process within the Standards.

Accommodations

Disability and Accommodation

To comply with applicable laws ensuring equal employment opportunities for individuals with disabilities, the Company will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee, unless undue hardship and/or a direct threat to the health and/or safety of the individual or others would result.

Any employee who requires an accommodation in order to perform the essential functions of his or her job, enjoy an equal employment opportunity, and/or obtain equal job benefits should contact Human Resources to request such an accommodation. Human Resources will communicate with the employee and engage in an interactive process to determine the nature of the issue and what, if any, reasonable accommodation(s) may be appropriate. In some cases, this interactive process may be triggered without a request from the employee, such as when the Company receives notice from its own observation or another source that a medical impairment may be impacting the employee's ability to perform his or her essential job functions.

Employees who believe they need an accommodation must specify, preferably in writing, what barriers or limitations prompted the request. The Company will evaluate information obtained from the employee, and possibly his or her health care provider or another appropriate health care provider, regarding any reported or apparent barriers or limitations, and will then work with the employee to identify possible accommodations, if any, that will help to eliminate or otherwise address the barrier(s) or limitation(s). If an identified accommodation is reasonable and will not impose an undue hardship on the Company and/or a direct threat to the health and/or safety of the individual or others, the Company will generally make the accommodation, or it may propose another reasonable accommodation which may also be effective. Employees are required to cooperate with this process by providing all necessary documentation supporting the need for

accommodation and being willing to consider alternative accommodations when applicable.

The Company will also consider requests for reasonable accommodations for medical conditions related to pregnancy, childbirth and lactation where supported by medical documentation and/or as required by applicable federal, state or local law.

Employees who wish to request unpaid time away from work because of a qualifying disability should speak to Human Resources regarding a proposed accommodation in accordance with the Americans with Disability Act Amendments Act 2008 (ADAAA).

Religious Accommodation

The Company will provide reasonable accommodation for employees' religious beliefs, observances, and practices when a need for such accommodation is identified and reasonable accommodation is possible. A reasonable accommodation is one that eliminates the conflict between an employee's religious beliefs, observances, or practices and the employee's job requirements, without causing undue hardship to the Company.

The Company has developed an accommodation process to assist employees, leadership and Human Resources. Through this process, the Company establishes a system of open communication between employees and the Company to discuss conflicts between religion and work and to take action to provide reasonable accommodation for employees' needs. The intent of this process is to ensure a consistent approach when addressing religious accommodation requests. Any employee who perceives a conflict between job requirements and religious belief, observance, or practice should bring the conflict and his or her request for accommodation to the attention of Human Resources to initiate the accommodation process. The Company requests that accommodation requests be made in writing, and in the case of schedule adjustments, as far in advance as possible.

Pregnancy Accommodation

Employees and applicants with needs related to pregnancy, childbirth or related conditions (including lactation), may request a reasonable accommodation to enable them to perform their job. The Company will provide a reasonable accommodation for needs related to pregnancy, childbirth or a related medical condition so long as the requested accommodation does not impose an undue hardship on the Company's business operations.

A reasonable accommodation may include, but is not limited to, the following: modified equipment; different seating; revised break schedules, including changes to the frequency or duration of breaks; space in an area other than a bathroom that can be used for expressing breast milk; assistance with manual labor that is incidental to the primary work duties of the employee; light duty assignments; temporary transfer to less strenuous or hazardous work; a restructured position or modified work schedule.

The Company may require that employees provide an explanatory statement from their physician regarding the specific accommodation recommended by the physician.

The Company will not deny employment opportunities or take adverse employment action against otherwise qualified applicants or employees who request or use such

Employees who have questions about this standard or who wish to request leave or other reasonable accommodation under this standard should contact their supervisor. When an employee makes a request for a reasonable accommodation, the Company and employee will engage in a timely, good faith and interactive process to determine an effective, reasonable accommodation.

Lactation Accommodation

The Company will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's infant child for up to one (1) year from date of birth. Employees needing breaks for lactation purposes may use ordinary paid breaks or may take other reasonable break time when needed. If possible, the lactation break time should run concurrently with scheduled breaks already provided to the employee. If the lactation break time cannot run concurrently with breaks already provided or additional time is needed for the employee, employees should work with their supervisor regarding scheduling and reporting the extra break time. Additional break time will be unpaid for hourly employees.

Where state law imposes more specific requirements regarding the break time or lactation accommodation, the Company will comply with those requirements.

The Company will provide employees with the use of a room or a private area, other than a bathroom or toilet stall, that is shielded from view and free from intrusion from coworkers and the public. The Company will make a reasonable effort to identify a location within close proximity to the work area for the employee to express milk. This location may be the employee's private office, if applicable.

The Company will otherwise treat lactation as a pregnancy-related medical condition and address lactation-related needs in the same manner that it addresses other non-incapacitating medical conditions, including requested time off for medical appointments, requested changes in schedules and other requested accommodations.

Domestic Violence Victim Leave and Reasonable Accommodations

Employees who are victims of domestic violence, or employees whose family or household members have been a victim of domestic violence, may take up to 160 hours of unpaid leave within 12 months immediately following the date on which the domestic violence occurred. Only employees employed with the Company for at least 90 days are eligible for this leave.

Employees may use leave available under this standard as follows:

- For the diagnosis, care or treatment of a health condition related to an act of domestic violence against the employee or the employee's family or household member;

- To obtain counseling or assistance related to an act of domestic violence against the employee or the employee's family or household member;
- To participate in any court proceedings related to an act of domestic violence against the employee or the employee's family or household member; or
- To establish a safety plan, including any action to increase the safety of the employee or the employee's family or household member.

Employees may use leave under this standard consecutively or on an intermittent basis. If the reason for using leave is also a qualifying reason under the federal Family and Medical Leave Act ("**FMLA**") and the employee is in fact eligible for leave under the FMLA, then the Company will also deduct the leave from the employee's available FMLA Leave (defined below).

After an employee's initial leave for an occurrence of domestic violence, the employee must provide at least 48 hours' advance notice to the Company of his or her need to use additional hours of leave under this standard. Employees who take leave under this standard are required to provide the Company with documentation that supports the employee's reason for leave, such as a police report, a copy of an application for an order for protection, an affidavit from a victim's organization or documentation from a physician. The Company will keep such documentation confidential and will be retained consistent with FMLA requirements.

In addition to leave, employees who are victims of domestic violence, or employees whose family or household members have been a victim of domestic violence, may request reasonable accommodations from the Company. Potential accommodations include:

- Transfers or reassignments;
- Modified schedules;
- New work telephone numbers; or
- Any other reasonable accommodations which will not create an undue hardship for the Company and are necessary to ensure the safety of the employee and workplace.

The Company requires documentation to support the employee's request for a reasonable accommodation under this standard.

The Company will not discharge, discipline, discriminate against, deny employment or promotion, or threaten such action against employees who request leave or accommodations under this standard, participates as witnesses or parties in domestic violence court proceedings, or were the victim of domestic violence committed at work.

GENERAL EMPLOYMENT PRACTICES

Employee Eligibility and Work Authorization

The Company is committed to employing only individuals who are authorized to work in the United States and who comply with applicable immigration and employment law. As a condition of employment, every individual must provide satisfactory evidence of his or her identity and legal authority to work in the United States within three (3) business days of commencing employment. If the employee cannot verify his or her right to work in the United States within three business days of commencing employment, the Company will be required to terminate his/her employment immediately.

Personal and Family Relationships at Work

The Company supports employment of relatives and encourages the continuation of the legacy created by multigenerational families being a part of our team. We will not take any adverse employment action against any employee for engaging in romantic relationships during nonworking hours away from Company premises. However, we will consider such relationships when they affect an employee's job performance, occur during working time or on Company premises, or pose a danger of a conflict of interest.

A familial or intimate relationship among employees can create an actual or at least potential or perceived favoritism in the employment setting, especially where one relative, spouse, partner, or member of such a relationship supervises another relative, spouse, partner, or member. To avoid this problem, we may refuse to hire or place a relative or other intimately associated individual in a position where the potential for favoritism or a conflict exists.

If two employees marry, become related, or enter into an intimate relationship, they may not remain in a reporting relationship or in positions where one individual may affect the compensation or other terms or conditions of employment of the other individual. It is the employees' responsible to report to leadership when this situation arises. In other cases where a conflict or the danger of a conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or terminated from employment, at the discretion of the Company.

For the purposes of this standard, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage (e.g., domestic partnership or civil union status).

Personnel Files

Upon request to Human Resources, employees who have been employed for sixty (60) days will be allowed a reasonable opportunity to inspect their personnel file during regular business hours. Within 60 days of separation, former employees may inspect and/or receive a copy their personnel file, provided the employee had been employed by the

Company for at least sixty (60) days prior to separation. These records are Company property.

The following records will not be made available for inspection by employees: confidential reports from previous employers or investigative agencies, other confidential investigative files concerning the employee or information concerning the investigation, arrest or conviction of the current or former employee for a violation of any law.

Employees who disagree with any of the information contained in their personnel file should notify Human Resources, in writing. If the Company agrees with the correction, it will change the information in the employee's file. Employees may also submit a written explanation of reasonable length in response to any entry in their personnel file, and the Company will maintain this explanation as part of the employee's personnel file.

Only authorized members of leadership and Human Resources have access to an employee's personnel file. However, the Company will cooperate with—and provide access to an employee's personnel file to—law enforcement officials or local, state or federal agencies in accordance with applicable law, in response to a subpoena, or otherwise in accordance with applicable law.

Personal Data Changes

To better assist employees and/or their families in the event of personal emergencies, the Company needs to maintain up-to-date contact information. Maintaining accurate information in our files also is important for recordkeeping, payroll and benefits related purposes.

An employee is responsible for making timely changes to his or her personal information such as name, address, telephone number, marital status, number of dependents or changes in next of kin and/or beneficiaries. All such changes should be made using Employee Self-Service (ESS) as available or directed to HR Services Group.

Open Door Practice

The Company is committed to an open door environment, which encourages open and honest communication at all job levels. We recognize that employees may have suggestions for improving our workplace, as well as complaints. We believe that the most satisfactory solution to a job-related problem or concern is usually reached through a prompt discussion and employees are encouraged to contact their supervisors, another member of leadership or Human Resources with any suggestions and/or complaints.

While we provide employees with this opportunity to communicate their views, understand that not every complaint can be resolved to the employee's satisfaction. Even so, we believe that open communication is essential to a successful work environment and all employees should feel free to raise issues of concern without fear of retaliation.

WORKPLACE CONDUCT

Standards of Conduct

We expect all employees to follow basic rules of conduct that will protect everyone's interests and safety. Employees are always expected to act in a manner that is legal, ethical and professional and comply with Company standards and similar regulatory documents.

The following list is not all inclusive of the behavior we expect, but is intended to illustrate expectations for acceptable workplace behavior, conduct and performance by employees. Employees shall:

- Foster a work environment that promotes personal and professional growth.
- Report to the work area as scheduled. Be fit for duty at the scheduled start time through their entire shift and adhere to break time allowances. Requests to leave the work area must be approved by the employee's supervisor.
- Carry out supervisor instructions and assist others when an employee's work is completed or when requested by a supervisor.
- Work overtime or return to work after hours when necessary or as requested by the Company.
- Encourage a work atmosphere where a free exchange of ideas and innovation is welcomed.
- Work in a healthy and safe manner; always be conscious of potential hazards which are identified and mitigate the hazard.
- Ensure the proper care, custody and use of all Company resources by:
 - Maintaining work areas and other locations on the mine-site in a clean and orderly fashion;
 - Handling all resources (tools and equipment) carefully, in accordance with proper procedures and specifications; and
 - Working safely and avoiding risks which will lead to damage of Company resources or injury to the employee or others.
- Devote full effort to job responsibilities during working hours.
- Work to resolve job related issues and disputes in a professional manner. Employees are encouraged to report any concerns to leadership.

- Refrain from allowing non-work related matters to interfere with the ability to perform work safely and efficiently.
- Demonstrate respect, integrity and honesty in all work relationships, paperwork, and communications.
- Cooperate and provide honest and complete information in any Company investigation unless informed that cooperation is voluntary.
- Properly secure and protect confidential business information.
- Demonstrate the Company's core values in all aspects of an employee's work.

The following list is not all inclusive of prohibited behavior, but is intended to illustrate conduct that may result in disciplinary action.

- Knowingly giving or documenting false or incomplete information in the course of performing job duties or in response to a Company investigation.
- Falsification of employment records, employment information, time records or other records.
- Deliberate or careless damage or waste of any Company property, including electronic resources, vehicles, tools, facilities, supplies or equipment or the property of any employee or contractor.
- Use of Company materials, supplies, tools or products for personal reasons without advanced permission from leadership.
- Provoking a physical fight or engaging in physical fighting during working hours or on premises owned or occupied by the Company.
- Using abusive, violent, threatening or offensive language at any time during working hours or while on premises owned or occupied by the Company; being insubordinate toward a manager/supervisor or refusing without justification to perform any assigned duties; or threatening, intimidating or engaging in disrespectful conduct towards a coworker, contractor or vendor.
- Failing to obtain proper authorization to leave the designated work area or work site during normal working hours.
- Abusing or misusing Company-provided or federally mandated leave.
- Failing to provide a certificate from a health care provider when requested or required to do so in accordance with applicable law.
- Working overtime without authorization or refusing to work assigned hours.

- Violating any safety, health or security policy, regulatory standard, rule or procedure of the Company.
- Committing a fraudulent act or intentional breach of trust under any circumstances.
- Failing to obtain approval for breaks or meal periods, failing to comply with meal and rest break rules and interference with the work of other employees who are actively working.
- For security and safety reasons, unauthorized entry into or exit from Company buildings, property or areas without prior approval.
- Taking unauthorized photographs on the mine site using any type of camera, video camera, camera phone, etc. Permission to photograph or record must be granted in writing by the Mine Manager. *(Note: Photographs or videotaping done in the course of an employee's job duties, such as Safety & Health photos during an incident investigation, is authorized and does not require senior leadership approval.)*
- Posting of photos, video recordings, audio recordings and/or Company-related documents on multi-media and social networking websites such as, but not limited to, YouTube, Twitter, Facebook, blog sites, etc.
- Audio recording during working times and in any working areas

First-time violations of the following rules of conduct, behavior or standards may result in termination of employment:

- Violations of the Company's drug and alcohol standard.
- Failure to properly report an on-the-job or job related environmental, safety, or health injury or incident.
- Having a material violation of the lock-out-tag-out-procedure.
- Engaging in theft of company property, or personal property of employees or contract employees.
- Falsification of safety records, hazard assessments, work permits, training documents or other legal records.
- Operating or driving equipment without authorization or outside of its design criteria.
- Using an electronic device while operating or driving equipment.
- Failure to wear a seatbelt while driving or riding as a passenger in any mobile equipment, including light vehicles.

- Unauthorized sleeping or giving the appearance of sleeping on Company time.
- Working under a suspended load.
- Working under unsupported ground such as in excavations, trenches, or in proximity to highwalls under circumstances where hazardous conditions are known and present, yet appropriate safeguards are either not in place or ignored.
- Failure to use fall protection systems when working around open holes or when working at heights where there is a chance of falling.
- Entering a confined space without the required permit controls in place.
- Unauthorized crossing of guards, berms, barriers, barricades or roadblocks or failure to observe properly posted warning signs.
- Altering, bypassing, or disabling a safety device or safety equipment.
- Handling hazardous materials without the proper training or authorization or without appropriate PPE.

Employee Records of Conversation

Records of Conversation are normally given by an employee's supervisor and provides a written record of instructions and/or coaching. While not a formal part of the discipline standard, this practice may be used as a precursor to accelerate discipline under the discipline standard if the circumstance warrants. This method of coaching is used for all employees.

Discipline Standard

The seriousness and/or frequency of violations will be considered when determining the level of discipline administered to address poor performance, standard violations, misconduct and undesirable attendance issues. The following levels of discipline are used only for hourly employees.

The levels of discipline are:

- a. **Level 1: Documented Verbal Notice** recorded in the employee's personnel file.
- b. **Level 2: Written Notice** recorded in the employee's personnel file.
- c. **Level 3: Final Notice** is the final stage of the Discipline Standard where the employee is given one final opportunity to improve performance and/or conduct. Level 3 must include a written commitment statement and may include a suspension from work which may be paid or unpaid.

Exempt employees whose performance or behaviors do not align with the Company standards of conduct or expected performance may be subject to:

- a. **Letter of Concern** which outlines the undesirable performance or behavior(s) and reiterates supervisor expectations; or
- b. **Performance Improvement Plan** which outlines the undesirable performance or behavior(s) and communicates to the employee the Company's specific expectations to improve performance or to change behaviors to ensure continued employment.

The Company may decide in any circumstance to:

- a. Regress an employee (move an employee back to a lower level position);
- b. Cause the employee to forfeit some, or all, of his or her bonus at Levels 2 and 3, in accordance with the terms of the bonus plan;
- c. Accelerate or repeat levels of discipline;
- d. Participate in a Performance Improvement Plan; and/or
- e. Require the employee to prepare a written commitment statement provided to the Company outlining his or her plan for improved performance or conduct. This may be required at any level of discipline.

Supervisors will consult with Human Resources to review the employee's personnel file prior to issuing any discipline. Copies of discipline issued to an employee will be kept in the employee's personnel file and may be considered to the extent deemed relevant by the Company.

Employees may be relieved of duty pending investigation. This time is considered unpaid time not worked and used by the Company to investigate events or circumstances where an employee's continued attendance in the workplace may hinder the investigation or present a risk to the employee or others.

The level of discipline for any standard violation, misconduct or undesirable attendance, will depend on the totality of the circumstances involved including the severity of the standard violation, misconduct, willfulness, history of discipline and any other relevant considerations. In addition, poor performance, standard violation or misconduct of any nature in the first one hundred twenty (120) days of employment may result in termination of employment.

Employees whose employment is terminated may request a review of the termination by submitting, within 24 hours following notice of the termination, a written request to the

Company containing a compelling reason(s). This statement must include facts that were not previously considered.

If a decision is in the employee's favor, he/she may be reinstated, and may be compensated for all or some of the shifts missed. Additionally, disciplinary action notices issued may be replaced, modified or removed from the employee's personnel file. Other appropriate actions may be taken.

Excluding attendance, discipline issued within the previous 24-month period may be used to determine the appropriate level of discipline.

Complaint Resolution Process

Any employee who believes that he or she has been harassed, discriminated against or subject to retaliation by a co-worker, supervisor, agent, vendor or contractor of the Company, in violation of Company policies, or who is aware of any prohibited harassment, discrimination of, or retaliation against others, should immediately provide a written or verbal report to his or her supervisor, any other member of leadership, Human Resources, or the Compliance Hotline to report such incidents. The Compliance Hotline number is posted in the common areas of all employee workplaces or on the Company's intranet

After a report is received, a thorough and objective investigation will be undertaken by the relevant member of Human Resources or legal counsel. The investigation will be completed, and a determination made and communicated to the employee as soon as practical. The Company expects that all employees fully cooperate with any investigation conducted by the Company.

If it is determined that a standard has been violated, the discipline standard will be followed.

Protection Against Retaliation

Any individual, who, in good faith, seeks advice regarding policies, standards or procedures, raises concern regarding violation of standards or reports misconduct is following the Company's expectations and doing the right thing. We will not tolerate retaliation against that person. Retaliation is prohibited against any person by another employee or by the Company for using the complaint procedure, reporting harassment, or for filing, testifying, assisting or participating in any manner in any investigation, proceeding or hearing conducted by a governmental enforcement agency or any internal investigation. Prohibited retaliation includes, but is not limited to, termination, demotion (e.g. regression), suspension, failure to hire or consider for hire, failure to give equal consideration in making employment decisions, failure to make employment recommendations impartially, adversely affecting working conditions or otherwise denying any employment benefit.

An employee should report any retaliation to his or her supervisor, any leadership team member, General Counsel, Human Resources, or the Compliance Hotline. Any report of

retaliatory conduct will be investigated in a thorough and objective manner. If a report of retaliation is substantiated, appropriate disciplinary action, up to and including termination of employment, will be taken.

Employees' Working Relationship with the Company

We respect our employees' rights to choose to be represented or not to be represented by a union. It is our belief that direct interaction between our employees and management is essential for the continued maintenance of good employee relations. If employees are not currently represented, at some point a labor union may ask employees to sign a card authorizing them to be their bargaining representative. Federal law protects employee rights to sign or to refuse to sign their card. Before making any serious commitment, such as signing a card, employees should make sure they are fully aware of the effects a labor union could have on the terms and conditions of their employment. Information regarding the potential impact of a labor union on employee working conditions is available from Human Resources.

Personal Appearance and Grooming

All employees are expected to use good judgment in their appearance and grooming, keeping in mind the nature of the work, their own safety and the safety of co-workers, and their need to interact with the public.

Below are a few guidelines for professional appearance:

- Clothing should not constitute a safety hazard and should be appropriate to the work area and job function.
- All clothing should be neat and clean.
- When jeans are appropriate for the position, the jeans must be in good condition.
- Personal appearance should include good personal hygiene, clean hair and facial hair. Employees must follow the guidelines of their respective work areas.
- Jewelry may be restricted for safety reasons, based on the position.

We encourage employees to seek the advice of their supervisor or Human Resources if they have questions regarding appropriate dress or appearance at work. Employees who report to work improperly dressed or groomed may be instructed by their supervisor to return home to change. The time that hourly employees are absent for this purpose will be unpaid.

The Company will reasonably accommodate exceptions to this standard, where required by law, including because of an employee's religious beliefs or disability. Employees who need such an accommodation should contact their supervisor or Human Resources.

Employees working at a mine-site should consult their supervisor regarding any work area policies related to specific personal appearance and grooming standards.

Attendance and Punctuality

Employees are expected to be regular in attendance. This means that employees must report to work as scheduled, be on time, fit for duty and prepared to start work to minimize interruption to business. All time-off of a non-emergency nature must be arranged as far in advance as possible to allow coverage of the employee's duties. In some cases, request for time-off may be denied due to business need.

Employees are also expected to remain at work and in their designated work areas for their entire scheduled shift, except for break periods, or when required to leave on authorized Company business or other authorized reasons. Unapproved late arrivals, early departures or other absences from scheduled shifts are disruptive and must be avoided.

If an employee is unable to report for work, the employee must call his or her supervisor, or report off in accordance with his or her reporting off procedure, but in any case at least one (1) hour in advance of the start time of the employee's scheduled shift. Employees must notify their supervisors of late arrivals before the beginning of the scheduled shift or the late arrival will be considered a No Call/No Show absence.

For purposes of this standard, overtime shifts are considered scheduled shifts and are subject to the reporting procedure set out above.

All employees must personally report off from a scheduled shift and may do so by telephone call or text message. Telephone calls and text messages by another person on behalf of employee will not be accepted unless the employee is incapacitated and unable to make the call.

The Company's attendance standard tracks absence incidents based on early departures, late arrivals, and full or partial absences from work. Under this standard, an Incident of Absence occurs when an employee is absent from a scheduled shift, that is not otherwise covered by an approved leave, as follows:

Reason for Absence	Number of Charged Incidents
Early Departure (1) - departure in the last two (2) hours of the scheduled shift and has no PTO available to cover the absence	One-third (1/3) incident
Early Departure (2) - departure more than 2 hours prior to the end of the scheduled shift and has no PTO available to cover the absence	One (1) incident

Late Arrival (1) - arrival within the first two (2) hours after start of scheduled shift and the employee has no PTO available to cover the absence	One-third (1/3) incident
Late Arrival (2) - arrival more than the first two (2) hours after start of scheduled shift and the employee has no PTO available to cover the absence	One (1) incident
Partial Shift Absence – Employees report off properly but do not have enough PTO remaining to cover at least ½ of the missed shift.	One (1) incident
No Call/No Show - employee does not report to work for a scheduled shift and has not properly reported off work	Two (2) incidents
Job Abandonment – employee does not report to work for two (2) consecutive scheduled shifts and has not properly reported off work	Four (4) incidents
Consecutive Absence - employee properly reports off for three (3) or more consecutive shifts and has provided valid medical documentation to support the absences, unless FMLA approved	One (1) incident

Disciplinary action is taken under this standard when employees do not report off properly or do not have available Paid Time Off (PTO) based on a rolling twelve (12) month calendar year as follows:

Charged Incidents of Absence:	
<u>Incidents</u>	<u>Disciplinary Action</u>
One (1) incident	Level 1 – Documented Verbal Notice
Two (2) incidents	Level 2 – Written Notice
Three (3) incidents	Level 3 – Final Notice
Four (4) or More incidents	Termination

Each incident of absenteeism, early departure or late arrival, will be evaluated on a case-by-case basis. Even one (1) unexcused absence or late arrival may be considered excessive, depending upon the circumstances. However, the Company will not subject employees to disciplinary action or retaliation for an absence, late arrival, early departure for which discipline may not be imposed under applicable law. Examples where discipline will not be imposed include leaves protected by law, such as, family and medical leave, workers' compensation leave, military leave, mandatory paid sick leave, etc. If the employee believes that his or her absence, late arrival, early departure is (or should be) excused pursuant to applicable law, the employee should notify his or her supervisor of this fact as soon as practicable but no later than the employees return to work (For the required timing of an employee's notice of the need for a foreseeable leave of absence, see the applicable leave standard). If an employee believes he or she has been mistakenly subject to disciplinary action for an absence, early departure or late arrival that the employee believes is or should be excused or approved, the employee should promptly discuss the matter with his or her supervisor or Human Resources. The Company will investigate the situation and any errors will be corrected.

No Solicitation/Distribution of Literature

The Company has established the following rules applicable to all employees and nonemployees that govern solicitation, distribution of written or electronic materials and access to Company property and strict compliance is required:

- Employees may engage in solicitation activities only during nonworking times. No employee may engage in solicitation during his or her working time or during the working time of the employee or the employees at whom such activity is directed;
- Employees may distribute or circulate any written or printed material only in non-work areas, during nonworking times. No employee may distribute or circulate any written or printed material in work areas at any time, or during his or her working time or during the working time of the employee or employees at whom such activity is directed;
- Employees may use the Company's email system for nonbusiness purposes during nonworking times. No employee may use the Company's email for the solicitation or distribution of literature during his or her working times;
- Nonemployees are not permitted to solicit or to distribute written material for any purpose on Company property; and
- Off-duty employees are not permitted in work areas.

As used in this standard, "working time" includes all time for which an employee is expected to be performing services for the Company; it does not include break periods, meal periods, or periods in which an employee legitimately is not performing or is not scheduled to be performing services or work for the Company. Violations are subject to discipline up to and including termination.

Bulletin Boards

Bulletin boards have been placed in several locations throughout Company properties. They are to be used only to post Company information, notices and documents required by federal, state and local workplace guidance required by law. Though the company may also use other communication methods (e.g., electronic bulletin board, e-mail), physical bulletin boards are useful in providing information to employees at a specific physical location. Employees are responsible to check the bulletin boards regularly to be sure they are informed.

Use of Company Property and Resources

Company Property

All Company issued property remains the property of the Company. When using company vehicles or other property, employees are expected to exercise care, maintain the property in safe working order, and follow all operating instructions and safety standards.

Because of the safety-sensitive nature of our work, employees must promptly notify their supervisors if any equipment, machines, tools, or vehicles appear to be damaged, defective or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. Employees who have questions about their responsibility for maintenance and care of equipment or vehicles used on the job should consult their supervisor.

All employees are expected to comply with all local, state, and federal laws while operating company vehicles and other equipment. The Company may discipline employees who engage in unlawful conduct.

Company Resources

The Company has significantly invested in telephone lines, fax machines, photocopiers and other types of business equipment, electronic equipment, internet access and software that are vital to keeping our operations flowing smoothly and effectively. The Company's resources are limited and are intended to be used for business transactions. Use of the Company's email for nonbusiness purposes is prohibited during any working times. Excessive personal use of the Company's resources is not permitted.

Company Vehicle Use

The Company provides transportation to and from most work locations in Nevada. It is expected that every effort be taken to ensure employees use this transportation. If an employee must drive a company vehicle to and from work, the following guidelines will apply:

- Hourly Employees and Salaried Hourly Employees
 - Employees will be paid if he or she is driving other hourly employees in a company vehicle to and from work; however, in situations where this occurs, it must be approved by the Department Manager and Human Resources.

- Employees will not be paid if driving alone exception in the case of call-outs in which case the call-out standard be followed.
- Lead persons required to be at work before the start of regularly scheduled shifts are expected to ride with a salaried exempt employee to and from work. If this is not possible and a lead person must use a company vehicle, it must be parked at a JV parking lot and not taken to a personal residence.
- All driving time must be recorded for purposes of time worked and will paid.
- If there is a salaried exempt employee in the vehicle with hourly employees, the salaried exempt employee must be the one driving the vehicle unless fatigue is an issue.

Contact with the Media

To ensure consistent, timely, and professional communication with the media, employees may not respond to media inquiries on the Company's behalf without authorization from the Communications department. Any employees who receive Company-related media requests should notify the division or department manager as soon as possible. This rule does not prevent employees from speaking with the media, but employees should not attempt to speak on behalf of the Company unless they have specifically been authorized to do so by Communications.

Conflicts of Interest

All employees must conduct themselves in such a way as to avoid actual or potential conflicts of interest. For further guidance, refer to the Company's Code of Business Conduct and Ethics standard. The following are examples of prohibited conflicts of interest in any aspect of their jobs:

- Acting as a director, officer, consultant, agent or employee of a supplier, customer, competitor or any entity that engages in business with the Company;
- Owning a material interest in or being a creditor of or having other financial interest in a supplier, customer, competitor or any entity that engages in business with the Company;
- Receiving from or giving to any supplier, customer or competitor gifts, gratuities, special allowances, discounts or other advantages not generally available to employees of the Company;
- Having any significant direct or indirect personal interest in a business transaction involving the Company;

- Conducting outside activities that materially detract from or interfere with the full and timely performance of an employee's job duties for the Company;
- Influencing commercial transactions involving purchases, contracts or leases in a way that would have a negative impact on the Company or its business.

If an employee finds that he or she has, or is considering the assumption of, a financial interest or outside employment relationship that might involve a conflict of interest, or if the employee is in doubt concerning the proper application of this standard, he or she should promptly discuss the matter with Human Resources and refrain from exercising responsibility on the Company's behalf in any manner that might reasonably be considered to be affected by any adverse interest.

Failure to disclose the fact of a conflict or potential conflict may constitute grounds for disciplinary action.

This standard in no way prohibits employee affiliations or activities that are protected under applicable state and federal laws, including but not limited to any activity that is protected under Section 7 of the National Labor Relations Act, which includes the right of employees to organize collectively and to speak with others about their terms and conditions of employment.

Outside Employment

The Company respects each employee's right to engage in activities outside of employment such as those that are of a personal or private nature, to the extent that such activities do not create a conflict of interest as described in the Conflicts of Interest standard set forth in the Standards or adversely affect the employee's ability to perform his or her job. Under certain circumstances, however, if an employee's personal conduct adversely affects his or her performance on the job or makes it impossible for him or her to carry out any or all of his or her job duties while at work, appropriate action per the discipline standard may be taken.

An example of an activity that might adversely affect an employee's ability to perform his or her job duties is outside employment. While the Company does not prohibit employees from holding other jobs, the following types of outside employment are prohibited:

- Employment that conflicts with the employee's work schedule, duties and responsibilities or creates an actual conflict of interest;
- Employment that impairs the employee's work performance with the Company;
- Employment that requires employees to conduct work or related activities during working times or using any of the Company's tools, materials or equipment; and
- Employment that directly or indirectly competes with the business or the interests of the Company.

For the purposes of this standard, self-employment is considered outside employment.

The Company will not assume any responsibility for employees' outside employment. Specifically, the Company will not provide workers' compensation coverage or any other benefit for injuries occurring from, or arising out of, such outside employment.

PAY PRACTICES

Overview of Company Pay Practices

Workweek: Seven calendar days, starting with the first shift on Monday and ending with the last shift on Sunday.

Pay period: Based on an employee's classification, pay periods may be semi-monthly or bi-weekly as established by the Company.

Full-time Regular: Regularly scheduled to work a minimum of 30 hours per workweek.

Part-time Regular: Regularly scheduled to work less than 30 hours per workweek.

Full-time Temporary: Regularly scheduled to work a minimum of 30 hours per workweek but for a defined period of time.

Part-time Temporary: Regularly scheduled to work less than 30 hours per workweek for a length of time expected to be less than six (6) months.

Hourly: Paid on a per-hour basis and subject to regulatory overtime pay (i.e. non-exempt) requirements.

Exempt: Paid on a salary basis and not subject to regulatory overtime pay requirements.

Students & Interns: Considered as temporary hourly employees who are paid at least minimum wage and subject to regulatory overtime pay requirements. Employees in these classifications are not eligible for paid leave benefits or other Company benefits.

Performance Reviews

Performance evaluations are routinely scheduled; however, supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis.

A positive performance review does not guarantee a salary increase or a promotion. These decisions are made at the discretion of the Company and depend on a number of factors in addition to an employee's individual performance.

Payment of Wages

The Company pays employees for all hours worked in accordance with applicable law. Employees will be paid by pay card or direct deposit. Buy-backs and bonus payments (including safety and production) will be processed on the regular pay cycle. If the regular payday falls on a Company-recognized holiday, then employees will be paid on the work day before the regular payday. Employees who enjoy the benefit of electronic direct deposit will receive deposit advice on each payday.

Direct Deposit

Direct deposit is the preferred payroll method. Employees who do not elect direct deposit may receive their pay via a secure payroll card. Payroll card funds may be accessed using several different methods including: retail, online and phone purchases; ATM cash withdrawals; bank teller cash withdrawals; or precheck options. The payroll cards are provided and sent directly from the outside vendor and it is important that employees who elect this option watch for their arrival and do not inadvertently throw them away. Receipt of physical pay card cannot be guaranteed.

Paycheck Deductions

Deductions required by law and authorized by the employee will be withheld from employee paychecks each pay period. Such deductions typically include federal and state taxes and Social Security. Union represented employees also may have Union dues and fees deducted from their pay and remitted to the Union.

The pay of some hourly employees may be subject to deductions for items such as tools or uniforms. Such deductions will be made in accordance with state and federal law and will require written authorization from the employee.

The amount of all deductions will be listed on the employee's pay stub.

Reporting Errors and Obtaining More Information

If any employee, exempt or hourly, has questions about deductions from his or her pay, believes he or she has been subjected to improper deductions, or believes that the amount paid does not accurately reflect the employee's total hours worked or salary, please contact Human Resources, a supervisor or any other member of leadership.

Every report will be fully investigated, and the Company will provide the employee with any compensation to which the employee is entitled in a timely fashion.

The Company complies with all applicable laws, including the Fair Labor Standards Act, and will not allow any form of retaliation against individuals who make good faith reports of alleged violations of this standard, or who cooperate in an investigation by the Company, even if the reports do not reveal any errors or wrongdoing.

Work Schedules and Meal Breaks

The Company's work week begins at 12:00 am on Monday and ends at 11:59 pm on Sunday. The work day consists of twenty-four (24) consecutive hours. The Company will assign work schedules.

Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in total hours that may be scheduled each day and week. The Company cannot guarantee any specific number of hours in a workweek or any specific number of days of work in a work week. Hourly employees are paid only for hours worked during the pay period, except as provided otherwise in the Standards or applicable written agreement.

All employees are expected to be in their designated work area at the start of their scheduled shift, ready to perform their work. Supervisors will schedule meal and rest periods as appropriate. The Company complies with federal and state laws in this regard.

In the event of extenuating circumstances, employees may, with approval of their supervisor, reschedule days off within the same workweek. Requests should be made with as much advanced notice as possible but not less than twenty-four (24) hours in advance. Schedule changes will be managed to prevent a negative impact on the operations.

Breaks

It is the Company's policy to comply with all laws regarding breaks.

The standard of the Company is to allow breaks during the course of a shift up to 60 minutes of cumulative time. Breaks lasting 30 minutes or less generally are considered hours worked. Breaks extending more than 30 minutes in duration generally are not considered "hours worked" and typically will not be paid for hourly employees.

An employee who performs four (4) or more hours of overtime work and, as a result, is unable to work all or a portion of the next consecutive scheduled shift due to safety/fatigue reasons, may be paid for hours of work necessarily missed with the approval of the site Manager and Human Resources.

Employees should contact Human Resources during their pregnancy or before their return to work to identify the need for an accommodation and lactation area. Employees should discuss with Human Resources the location for storage of expressed milk.

Timekeeping

Hourly Employees

Employees have assigned work schedules and the Company pays employees based on the schedule. If an employee works hours different than his or her scheduled shift, the employee must report the hours to his or her supervisor so that proper payment may be made. For example, if an employee misses part of a scheduled shift or works overtime,

the employee must report the deviation to his or her supervisor on the day of the occurrence.

When employees receive their pay, they should verify immediately that their working time was recorded accurately and that they were paid correctly for all hours worked.

Hourly employees may not work any time that is not authorized by their supervisors. This means hourly employees must not start work early, finish work late, work during a break, or perform any other extra or overtime work unless directed to do so. If this time is worked, the employee must report it to his or her supervisor and review his or her paystub to confirm all time worked was properly recorded and paid. Employees who have questions about when or how many hours they are expected to work or find an error in their paystub should immediately contact their supervisor.

It is a violation of the Company's standard for anyone to instruct or encourage another employee to work "off the clock," to incorrectly report hours worked, or to alter another employee's time records. If any employee is directed or encouraged to incorrectly report hours worked, or to alter another employee's time records, he or she should report the incident immediately to Human Resources.

Exempt Employees

Employees who are classified as exempt must record absences from work for reasons such as leaves of absence or PTO.

Exempt employees are paid on a salary basis. This means the employee regularly receives a predetermined amount of compensation each pay period, which cannot be reduced because of variations in the quality or quantity of the employee's work. In general, an exempt employee will receive his or her salary for any week in which the employee performs any work, regardless of the number of days or hours worked. However, an exempt employee will not be paid for days not worked in the following circumstances:

- When an exempt employee takes one or more full days off for personal reasons or for sickness or disability, the employee will not be paid for such day(s) of absence, but the employee may use available paid time off to make up for the reduction in salary;
- When an exempt employee works only part of the week during his or her first and last week with the Company, the employee will be paid only for the days actually worked; and
- When an exempt employee takes unpaid leave under the Family and Medical Leave Act or corresponding laws such leaves are generally unpaid but employee's may be eligible for Company-sponsored wage replacement programs.

An exempt employee's salary will not be reduced when the employee works part of a week and misses part of a week due to service as a juror, witness or in the military or for lack of work.

It is company policy to comply with the salary basis requirements of the Fair Labor Standards Act (“**FLSA**”) and applicable state law. The Company prohibits any deductions from pay that violate the FLSA or applicable state law.

If an exempt employee believes that an improper deduction has been made to his or her salary, the employee should immediately report this information to Human Resources or a supervisor. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, the employee will be promptly reimbursed for any improper deduction made.

Overtime

When necessary, any employee may be required to work overtime. The Company attempts to give at least one day’s notice when overtime must be worked but reserves the right to require any employee to work extra hours based on business need. If a situation occurs which requires additional personnel and there are no qualified volunteers, the Company will assign employees to work overtime. Refusal to perform overtime work or failure to report for an overtime shift may be cause for discipline, up to and including termination.

Each department distributes overtime as equitably as possible among qualified employees, based on required skills, available equipment, and departmental needs.

Hourly employees will be paid one and one-half (1.5) times their regular rate of pay for all hours worked in excess of forty (40) in one workweek and as otherwise required by applicable state and federal law and written contract.

Paid time off such as holiday pay or PTO will not count toward hours worked for the purpose of determining overtime pay.

All overtime work must be authorized in advance by the employee’s supervisor. Working overtime without prior authorization may result in disciplinary action.

Exempt employees are expected to work as much of each workday as is necessary to complete their job responsibilities. No overtime or additional compensation is provided to exempt employees.

On-Call Pay

To ensure that employees will be available to address and resolve issues that may arise, the Company has instituted this on-call compensation standard to cover those hourly employees who may be required to be on-call and/or come back into work following their regularly scheduled shift.

During the on-call period, employees will not be required to report to work and may perform on-call work remotely. Employees are free and encouraged to engage in personal activities during the on-call period. However, the Company requires that the employee refrain from

the use of alcohol or any other substance with the potential to impair reflexes and judgment to ensure soundness of judgment.

On-call employees are expected to keep their company cell phone and laptop accessible during all on-call hours and are also expected to respond to a call within fifteen (15) minutes of receipt. Failure to respond to a call during the employee's designated on-call time may result in discipline.

Hourly on-call employees who perform work while on-call will be paid for all time worked in fifteen (15) minute increments. Hours paid while on call will be considered as time worked for the purposes of calculating overtime pay.

This standard will be applied and interpreted in accordance with applicable law.

Exempt employees are not eligible for "on-call" pay.

Call-Out Pay

There are times when unforeseen events may require hourly employees to report to work during their scheduled time off and on short notice. If this occurs and the employee receives less than four (4) hours of notice, the following pay practices will apply:

- The employee will be paid a minimum of four (4) hours at one and one-half (1.5) times his or her base hourly rate.
- Actual time worked in excess of four (4) hours will be paid at one and one-half (1.5) times the base hourly rate.
- Travel time both to and from the work site will be paid at one and one-half (1.5) times the base hourly rate. Mileage and gas will not be reimbursed.

Exempt employees are not eligible for "call-out" pay.

An employee's supervisor may determine that due to safety reasons an employee that has worked after being called out is unable to work either part or all of their next scheduled shift. In this circumstance, the employee will be paid for the remainder of the shift with the approval of the department manager and Human Resources. If overtime has been previously scheduled and the employee's supervisor does not allow the employee to work, employees will not be paid for any overtime hours not worked.

Temporary Assignments

Employees may be eligible to receive a premium when performing certain jobs. Employees can obtain a list of jobs and premiums amounts from Human Resources.

Business Travel and Reimbursement

The Company will reimburse employees for reasonable business travel expenses incurred while on assignments away from the normal work location. All business travel must be approved in advance. Once approved, employees should make travel arrangements and seek reimbursement in accordance with the Company Travel Standard.

Training/Meeting Pay

Training and certification are required in a new assignment and to operate equipment with the Company. Employees may be required to participate in a variety of training programs. Although the objectives and subjects are varied, these programs are designed to aid in the development of skilled safety-conscious employees.

Failure to report to work for a scheduled training is considered No Show/No Call and will result in corrective action if proper reporting off procedures are not followed.

Work Areas Defined for Training/Meeting Purposes:

Work Area	Training Location within Work Area
Long Canyon	Wells, Wendover, West Wendover, Elko
Goldstrike, Cortez, TS Power Plant	Elko, Battle Mountain
All Carlin	Elko, Carlin
Turquoise Ridge, Twin Creeks, Phoenix, Lone Tree	Winnemucca, Battle Mountain, Crescent Valley

Training: On-site training is defined as training that occurs on the job or within the employee's designated work area. Off-site training is defined as training that occurs outside of the employees designated work area.

On Site: Employees will be paid at their regular rate of pay while attending class instruction. If the training is held on a regularly scheduled shift and the training ends prior to the scheduled end of shift, employees must report to their supervisor for assignment for the remainder of the shift.

Off Site: Hourly employees that attend off-site training, a meeting or are competing in a Company-approved event (excluding recreational events), will be paid as follows: If the activity takes place on an unscheduled workday, only hours spent at an off-site training or meeting, or at the event will be paid. If the activity takes place on a scheduled workday, employees will be paid for the greater of hours spend in the activity or the employee's full regularly scheduled shift.

Employees scheduled for training/meeting/competition that conflicts with the employee's current work rotation, the conflicting shift will be rescheduled whenever possible so that the employee can work the shift prior to and/or after the training. This means that if the training is on a day shift and the employee is on night shift, all or part of the night shift rotation may be rescheduled. If it is not possible to change the employee's scheduled to accommodate the event, the employee will be excused from but paid for their regularly scheduled work hours. At the discretion of the supervisor, the employee may be required to work a portion of their shift.

Travel on a regularly scheduled day: Travel hours outside the employees work area that fall within normal work hours will be paid. If travel hours plus training/meeting/competition hours total less than the employee's regularly scheduled shift, the employee will be paid hours equal to their full regularly scheduled shift.

Travel on a scheduled day off: Travel hours outside the employee's work area on a scheduled day off will be paid. If travel hours plus training/meeting/competition hours total less than the employee's regularly scheduled number of work hours, the employee will only be paid those hours.

If travel is required outside of the employee's normal work area, time spent driving the vehicle (which includes company vehicles, personal vehicles or rented vehicles), on a regularly scheduled day or on a scheduled day off, to/from the training/meeting/event will be paid even if the total hours of travel plus driving plus training/meeting/event hours total more than the employee's regularly scheduled shift or are outside their normal working hours.

If travel is required outside the employee's normal work area, travel expenses will be reimbursed in accordance with the Company's Travel Standard.

TIME OFF AND LEAVES OF ABSENCE

Time Off and Leaves of Absence

The Company recognizes that employees benefit from time away from work for a variety of reasons—all of which contribute towards a positive work-life balance for our employees. Therefore, the Company provides time off—both paid and unpaid—to eligible employees for the following situations:

- Holidays;
- PTO;
- Family and Medical Leave;
- Military Leave;
- Jury and Witness Duty Leave;

- Voting Leave;
- Bereavement Leave; and
- Other Leaves of Absence.

Holidays

The Company offers paid time for the observance of specific holidays each calendar year. Holiday schedules are posted prior to the beginning of each calendar year.

To be eligible for holiday pay, employees must work their entire regularly scheduled shift before the holiday and their entire regularly scheduled shift after the holiday, unless their absence is due to approved PTO, bereavement leave, jury duty, Company business needs or is a verifiable emergency. In the case of a verifiable emergency, the employee must submit a written request for holiday pay with documentation of the emergency to Human Resources.

Employees are not eligible to receive holiday pay when receiving disability benefits (including PTO days used to cover the waiting period), Workers' Compensation, FML and/or are on a corrective action suspension and/or their Supervisor has considered them Absent Without Leave (AWOL) on their regularly scheduled or scheduled overtime shift before, on or after the holiday. Holiday pay is paid for an employee's regularly scheduled hours on holidays that fall on an employee's scheduled day and for eight (8) hours on holidays that fall on their scheduled day off. If an hourly employee works the holiday, they will receive one and one-half times (1.5x) their regular rate of pay for the hours worked plus holiday pay for the hours worked. If the holiday worked is a regularly scheduled shift, regardless of the number of hours worked, employees will receive holiday pay for all hours in their regularly scheduled shift. If the holiday worked is on an employee's scheduled day off, they will receive the greater of eight (8) hours holiday pay or holiday pay for hours actually worked, not to exceed the holiday hours that would have been paid had the holiday been a regular shift (e.g. ten (10) hours for a ten (10) hour crew or twelve (12) hours for a twelve (12) hour crew). Temporary employee part-time employees and employees who are on a continuous leave of absence are not eligible to receive holiday pay.

Paid Time Off (PTO)

PTO is earned based on an employee's years of service as determined by their Anniversary Date. Anniversary Dates are calculated dates that reflect all years of service (time) with the Company.

Employees may only use accrued and available PTO hours except for those employees in their first year of service. It is the employee's responsibility to ensure they have adequate PTO hours to cover the requested time off.

PTO is accrued at the end of each pay period for full-time employees based on the established accrual rates as established by the Company.

Newly hired employees will be allowed to have a negative accrual balance of up to forty (40) hours within their first year of service.

If an employee's Years of 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 Service level changes.

Employees who are off work due to a Workers' Compensation injury/illness and have not met the waiting period for wage replacement through Workers' Compensation, may elect to receive PTO hours for missed regularly scheduled work.

An employee may not elect to use PTO for illness or injury in lieu of submitting a disability claim.

The donation of PTO hours to other employees is not permitted.

PTO Scheduling

Employees should refer to division specific policies addressing scheduling of PTO. Employees should request to schedule paid time off as far in advance as possible. Supervisors are responsible for scheduling PTO to provide for effective operation and staffing throughout the year, while minimizing additional expenses for overtime and/or temporary assistance. PTO will be scheduled to provide adequate coverage of jobs and staff requirements. The Company will make the final determination in this regard. Supervisors will make every effort to accommodate an employee's preference for PTO.

PTO may not be used to extend a termination date.

PTO Conversion

Employees have the option to request that a portion of their PTO be converted to pay. In any one payroll year, up to fifty percent (50%) of accrued hours may be converted to pay. PTO will be paid at the employee's base rate in effect at the time of the request. Employees are responsible for any tax obligations associated with the conversion to pay.

After an employee has accrued PTO to the maximum PTO bank, accruals will stop until PTO is either used or cashed out. There is no automatic payout of PTO hours.

PTO Carryover

Employees may carry over accrued PTO year-over-year until the maximum accrual amount has been reached as established by the Company. All accrued PTO must be used before being granted any unpaid personal time off.

Hourly employees must use PTO for partial shifts missed. PTO must be used in thirty (30) minute increments. Exempt employees are not required to use PTO for partial days.

When it is not possible to schedule PTO hours in advance, such as in the case of a sudden illness or an emergency situation, employees may still use PTO but must follow the proper reporting off procedures and obtain their supervisor's approval for the absence.

A pattern of excessive unscheduled time off (such as before or after a holiday, weekend or scheduled time off) will be addressed as a performance issue.

PTO Upon Re-employment

Employees who leave the company and are re-employed within six (6) months will retain the employee's latest hire date for purposes of determining accrual rate for PTO. Anyone hired after six (6) months will be treated as a new hire for purposes of accruing paid time off. These employees will not be allowed to have a negative accrual balance.

Fitness for Duty

In certain medical cases, employees may be required to furnish a statement from their health care provider indicating that they can continue to perform their assigned job. If their illness or injury creates a reasonable question regarding their ability to perform the work, or their performance has been affected by an apparent physical or mental condition, the Company may require a Fitness For Duty ("FFD") examination. The FFD could include a physical examination, psychological examination, or Functional Capacity Evaluation ("FCE") by a health care provider selected by the Company.

Prior to an employee returning to work from time off due to disability, family medical leave due to his or her own serious health condition or Workers' Compensation, the employee must present his or her supervisor with a release from his or her health care provider. If the employee has been off work eight (8) or more consecutive weeks, a return to work meeting coordinated by Human Resources must be held prior to the employee returning to work. Regardless of time missed, if accommodations are requested, an employee must contact Human Resources prior to reporting to work to discuss reasonable accommodations. Through an interactive process, the Company and the employee will determine whether accommodations are required, reasonable and/or available. The Company has the right to request a physician's certification anytime an employee is unable to report to work or perform the essential functions of his or her job because of injury or illness. The Company reserves the right to require a FFD examination and/or FCE at any time.

Family and Medical Leave

The Company will grant family and medical leave in accordance with the requirements of applicable federal and state law in effect at the time the leave is granted. Although the federal and state laws sometimes refer to this leave with different names, the Company refers to these types of leaves collectively as "FMLA Leave." In any case, employees will be eligible for the most generous benefits available under applicable law.

Employee Eligibility

To be eligible for FMLA Leave benefits, employees must: (1) have worked for the Company for a total of at least twelve (12) months; (2) have worked at least twelve-hundred and fifty (1,250) hours over the previous twelve (12) months as of the start of the leave; and (3) work at a location where at least 50 employees are employed by the Company within 75 miles, as of the date the leave is requested. Eligibility requirements may differ for employees who have been on a protected military leave of absence. If employees are unsure whether they qualify, they should contact Human Resources.

Reasons for Leave

Federal and state laws allow FMLA Leave for various reasons. Because employees' legal rights and obligations may vary depending upon the reason for the FMLA Leave, it is important to identify the purpose or reason for the leave. FMLA Leave may be used for one of the following reasons, in addition to any reason covered by an applicable state family/medical leave law:

- The birth, adoption or foster care of an employee's child within twelve (12) months following birth or placement of the child ("**Bonding Leave**");
- To care for an immediate family member (spouse, child, or parent with a serious health condition ("**Family Care Leave**");
- An employee's inability to work because of a serious health condition ("**Serious Health Condition Leave**");
- A "qualifying exigency," as defined under the FMLA, arising from a spouse's, child's, or parent's "covered active duty" (as defined below) as a member of the military reserves, National Guard or Armed Forces ("**Military Emergency Leave**"); or
- To care for a spouse, child, parent or next of kin (nearest blood relative) who is a "Covered Servicemember," as defined below ("**Military Caregiver Leave**").

Definitions

- "**Child**" for purposes of Bonding Leave and Family Care Leave, means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability at the time that Family and Medical Leave is to commence. "Child," for purposes of Military Emergency Leave and Military Caregiver Leave, means a biological, adopted or foster child, stepchild, legal ward, or a child for whom the person stood in loco parentis, and who is of any age.
- "**Parent**" for purposes of this standard, means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the person. This term does not include parents-in-law. For Military Emergency leave taken to provide care to a parent of a deployed military member, the parent must be incapable of self-care as defined by the FMLA.

- **“Covered Active Duty”** means (1) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and (2) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty (or notification of an impending call or order to active duty) in support of a contingency operation as defined by applicable law.
- **“Covered Servicemember”** means (1) a member of the Armed Forces, including a member of a reserve component of the Armed Forces, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred or aggravated in the line of duty while on active duty that may render the individual medically unfit to perform his or her military duties, or (2) a person who, during the five (5) years prior to the treatment necessitating the leave, served in the active military, Naval, or Air Service, and who was discharged or released therefrom under conditions other than dishonorable (a “veteran” as defined by the Department of Veteran Affairs), and who has a qualifying injury or illness incurred or aggravated in the line of duty while on active duty that manifested itself before or after the member became a veteran. For purposes of determining the five-year period for covered veteran status, the period between October 28, 2009 and March 8, 2013 is excluded.
- **“Spouse”** means the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into, or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one State. This includes common law marriage and same sex marriage in places where these marriages are recognized.
- **“Key employee”** means an exempt FMLA-eligible employee who is among the highest paid 10 percent of all the employees employed by the employer within 75 miles of the employee's worksite.

Length of Leave

The maximum amount of FMLA Leave will be twelve (12) workweeks in any twelve (12) month period when the leave is taken for: (1) Bonding Leave; (2) Family Care Leave; (3) Serious Health Condition Leave; and/or (4) Military Emergency Leave. However, if both spouses work for the Company and are eligible for leave under this standard, the spouses will be limited to a total of twelve (12) workweeks off between the two of them when the leave is for Bonding Leave or to care for a parent using Family Care Leave. The applicable twelve (12) month period utilized by the Company is a rolling twelve (12) month period measured backward from the date an employee uses his or her FMLA Leave. Under this method the twelve (12) month period is measured backward from the day the employee uses any FMLA Leave.

The maximum amount of FMLA Leave for an employee wishing to take Military Caregiver Leave will be a combined leave total of twenty-six (26) workweeks in a single twelve (12)

month period. A single twelve (12) month period begins on the date of the employee's first use of such leave and ends twelve (12) months after that date.

If both Spouses work for the Company and are eligible for leave under this standard, the spouses will be limited to a total of twenty-six (26) workweeks off between the two when the leave is for Military Caregiver Leave only or is for a combination of Military Caregiver Leave, Military Emergency Leave, Bonding Leave and/or Family Care Leave taken to care for a parent.

All leaves run concurrent with each other leaves being taken. To the extent required by law, some extensions to leave beyond an employee's FMLA Leave entitlement may be granted when the leave is necessitated by an employee's work-related injury or illness or by a disability as defined under the Americans with Disabilities Act and/or applicable state or local law. Certain restrictions on these benefits may apply.

Intermittent or Reduced Schedule Leave

Under some circumstances, employees may take FMLA Leave intermittently, which means taking leave in blocks of time, or by reducing the employee's normal weekly or daily work schedule. An employee may take leave intermittently whenever it is medically necessary to care for a seriously ill family member, or because the employee is seriously ill and unable to work.

Leave taken intermittently may be taken in increments of no less than fifteen (15) minutes. Employees who take leave intermittently or on a reduced work schedule basis for a planned medical treatment must make a reasonable effort to schedule the leave so as not to unduly disrupt the Company's operations. If FMLA Leave is taken intermittently or on a reduced schedule basis due to foreseeable planned medical treatment, we may require employees to transfer temporarily to an available alternative position with an equivalent pay rate and benefits, including a part-time position, to better accommodate recurring periods of leave.

If employees have been approved for intermittent leave and they request leave time that is unforeseeable, they must specifically reference either the qualifying reason for leave or the need for FMLA Leave at the time they call off.

If an employee's request for intermittent leave is approved, the Company may later require employees to obtain recertification of their need for leave. For example, the Company may request recertification if it receives information that casts doubt on an employee's report that an absence qualifies for FMLA Leave.

All leaves run concurrent with each other leave being taken. To the extent required by law, some extensions to leave beyond an employee's FMLA entitlement may be granted when the leave is necessitated by an employee's work-related injury/illness or a "disability" as defined under the Americans with Disabilities Act and/or applicable state or local law. Certain restrictions on these benefits may apply.

Notice and Certification

All requests for FMLA Leave must be made by the employee by notifying his or her supervisor as well as the Company's third-party leave administrator by phone or website.

Bonding, Family Care, Serious Health Condition and Military Caregiver Leave Requirements

When the need for FMLA Leave is foreseeable, employees are required to provide thirty (30) days advance notice. When the need for FMLA Leave is foreseeable but must begin in less than thirty (30) days, the employee should provide notice as soon as practicable (normally this would be the same day the employee becomes aware of the need for leave or the next business day). When the need for FMLA Leave is not foreseeable, notice within the time prescribed by the Company's normal absence reporting standard, unless unusual circumstances prevent compliance, in which case notice is required as soon as is otherwise possible and practical.

When the FMLA Leave relates to medical issues, a completed Certification of Health-Care Provider form within fifteen (15) calendar days (for Military Caregiver Leave, an invitational travel order or invitational travel authorization may be submitted in lieu of a Certification of Health-Care Provider form). Employees are also required to provide periodic recertification (if required by law) and periodic reports during the leave. At the Company's expense, we may require a second or third medical opinion regarding the employee's own serious health condition or the serious health condition of the employee's family member. In some cases, we may require a second or third opinion regarding the injury or illness of a Covered Service Member. Employees are expected to cooperate with the Company in obtaining additional medical opinions that we may require.

If an employee's FMLA Leave is certified, the Company may later require medical recertification in connection with an absence that the employee reports as qualifying for FMLA Leave. For example, the Company may request recertification if (1) the employee requests an extension of leave; (2) the circumstances of the employee's condition as described by the previous certification change significantly (e.g., employee absences deviate from the duration or frequency set forth in the previous certification; employee's condition becomes more severe than indicated in the original certification; employee's encounter complications); or (3) the Company receives information that casts doubt upon the employee's stated reason for the absence. In addition, the Company may request recertification in connection with an absence after six (6) months have passed since the employee's original certification, regardless of the estimated duration of the serious health condition necessitating the need for leave. Any recertification requested by the Company will be at the employee's expense.

, When FMLA Leave is for planned medical treatment, employees must try to schedule treatment so as not to unduly disrupt the Company's operation. Employees must contact the Company's third-party leave administrator prior to scheduling planned medical treatment.

Military Emergency Leave Requirements

When FMLA Leave relates to military emergency leave, employees are required to provide as much advance notice as is reasonable and practicable under the circumstances. Employees must provide a copy of the covered military member's active duty orders when the employee requests leave and/or documentation (such as Rest and Recuperation leave orders) issued by the military setting forth the dates of the military member's leave and a completed Certification of Qualifying Exigency form within fifteen (15) calendar days, unless unusual circumstances exist to justify providing the form at a later date.

Failure to Provide Certification and to Return from Leave

Absent unusual circumstances, failure to comply with these notice and certification requirements may result in a delay or denial of the leave. If an employee fails to return to work at leave's expiration and has not obtained an extension of the leave, the Company may presume that the employee does not plan to return to work and has voluntarily terminated their employment.

Compensation During Leave

Generally, FMLA Leave is unpaid. However, employees may be eligible to receive benefits through state-sponsored programs or the Company's sponsored wage-replacement benefit programs. While out on an unpaid leave, the employee will be required to use PTO during any leave that is FMLA-qualifying for which they are not receiving STD benefits. All payments of wage-replacement benefits and accrued paid leave will be integrated so that employees will receive no greater compensation than their regular compensation during this period. The use of paid benefits will not extend the length of a FMLA Leave.

Benefits During Leave

The Company will continue making contributions to employee group health benefits during their leave on the same terms as if the employee had continued to actively work. This means that if employees want their benefits coverage to continue during their leave, they must also continue to make the same premium payments that they are now required to make for themselves or their dependents. Employees taking Bonding Leave, Family Care Leave, Serious Health Condition Leave, and Military Emergency Leave will generally be provided with group health benefits for a twelve (12) workweek period. Employees taking Military Caregiver Leave may be eligible to receive group health benefits coverage for up to a maximum of twenty-six (26) workweeks. In some instances, the Company may recover premiums it paid on the employee's behalf to maintain health coverage if the employee fails to return to work following a FMLA Leave.

There are two (2) payment options available:

1. An employee may elect to write a check to the Company for health benefit payroll contributions missed during his or her FMLA Leave. The employee's check must be received by the Human Resource Department prior to the employee's return to work to avoid deductions resulting from the employee's health benefit payroll contributions falling into arrears being taken from the employee's first paycheck upon return to work; or

2. An employee may allow his or her Health Benefit payroll contributions to go into arrears. Upon return to work, double deductions will be taken from pay for the number of pay periods missed while on FMLA Leave. If an employee fails to return to work, he or she may be obligated to repay the Company the amount of health benefit payroll contributions amounts advanced. Employees must complete any required paperwork to authorize the double deduction.

Even when receiving less than full pay or no pay, employees are responsible for payment of their entire Health Benefits payroll contribution amount. If a paycheck received during FMLA is insufficient to cover the entire payroll contribution amount, no partial contribution will be taken and the employee will go into arrears.

Any 401(k) contributions will not be taken while an employee is on unpaid FMLA leave.

Job Reinstatement

Under most circumstances, employees will be reinstated to the same position they held at the time of the leave or to an equivalent position with equivalent pay, benefits, and other terms and conditions of employment. However, employees have no greater right to reinstatement than if they had been continuously employed rather than on FMLA Leave. For example, if an employee would have been laid off if he or she had not gone on FMLA Leave or, if the employee's position was eliminated during the leave, then the employee will not be entitled to reinstatement.

Prior to being allowed to return to work, an employee wishing to return from a Serious Health Condition Leave must submit an acceptable release from a health care provider that certifies the employee can perform the essential functions of the job as those essential functions relate to the employee's serious health condition. For an employee on intermittent FMLA Leave, such a release may be required if reasonable safety concerns exist regarding the employee's ability to perform his or her duties, based on the Serious Health Condition for which the employee took the intermittent leave.

A Key employee may be subject to reinstatement limitations in some circumstances. If employees are considered a Key employee, those employees will be notified of the possible limitations on reinstatement at the time the employee requests a FMLA Leave.

Confidentiality

All documents collected will adhere to Health Insurance Portability and Accountability Act (HIPAA) requirements.

Fraudulent Use of FMLA Prohibited

An employee who fraudulently obtains FMLA Leave from the Company is not protected by FMLA's job restoration or maintenance of health benefits provisions. In addition, the Company will take all available appropriate disciplinary action against such employee, up to and including termination.

Nondiscrimination

The Company takes its FMLA obligations very seriously and will not interfere, restrain or deny the exercise of any rights provided by the FMLA. We will not terminate or discriminate against any employee for opposing any practice, or because of involvement in any proceeding related to the FMLA. If an employee believes that his or her FMLA rights have been violated in any way, he or she should immediately report the matter to Human Resources.

Additional Information Regarding FMLA

A Notice to Employees of Rights Under FMLA (WHD Publication 1420) is available on The Core with the Standards.

Employees should contact Human Resources as to any FMLA questions they may have.

Military Leave

Federal law provides employees with the right to take leave in order to serve in the military. At the federal level, military leave rights are governed by the Uniformed Services Employment and Reemployment Rights Act, commonly referred to as USERRA. This standard discusses military leave under USERRA.

State laws may also provide an employee with rights to take military leave. If the employee works in a state that provides rights in addition to those provided under USERRA, the Company will provide those rights. If an employee plans to request leave based on military service, he or she should contact Human Resources for information on any additional rights or requirements, if applicable, under state law.

Eligibility for Leave

The Company provides unpaid military leaves of absence to employees who serve in the uniformed services as required by USERRA and applicable state laws. The uniformed services are defined as the Army, Navy, Marine Corps, Air Force, Coast Guard, Army National Guard, Air National Guard, Commissioned Corps of the Public Health Service and any other category of persons designated by the President of the United States in time of war or national emergency. The uniformed services also include participants in the National Disaster Medical System when activated to provide assistance in response to a public health emergency, to be present for a short period of time when there is a risk of a public health emergency, or when they are participants in authorized training.

Service consists of performing any of the following on a voluntary or involuntary basis: active duty, active duty for training, initial active duty, inactive duty training, full time National Guard duty, absence from work for an examination to determine fitness for such duty, and absence for performing funeral honors duty. Total military leave time may not exceed five years during employment, except in certain, defined circumstances.

Notice of Leave

Advance notice of leave is required, preferably in writing, unless giving of notice is impossible or unreasonable, or notice is prohibited by military necessity (which is defined

by the United States Department of Defense). When notice is required, employees must provide their supervisor with as much advance notice as possible of any anticipated leave of absence for military service.

Compensation and Benefits During Leave

The Company will pay up to fifteen (15) scheduled shifts at the employee's base rate of pay for active or inactive duty training. Employees may elect to use accrued PTO or go without pay for additional leave for training.

After thirty (30) days of continuous active duty military leave, employees may elect to continue their health plan coverage at their own expense, for up to twenty (24) months or during the remaining period of service, whichever is shorter.

Reinstatement

In order to be eligible for reinstatement, an employee must have provided advance notice of the need for military leave (where required), have completed his or her service on a basis that is not dishonorable or otherwise prohibited under USERRA and timely apply for reinstatement.

Jury and Witness Duty Leave

We encourage employees to serve on jury or witness duty when called. Employees must notify their supervisor of the need for time off for jury or witness duty upon receipt of a subpoena, notice or summons *from* the court. Time off for jury or witness duty will be paid at the employee's regular pay rate for shifts missed. The Company does not pay travel time.

Employees may be required to provide verification of jury duty or witness service from the court clerk. Subject to site access restrictions and applicable law, any employee on jury or witness duty is expected to report or return to work for the remainder of the scheduled shift when dismissed from jury or witness duty. Employees who are summoned to appear for jury duty will not be required to work within the eight hours prior to the time jury duty is scheduled to begin. On any day in which the employee's jury service lasts four or more hours, including time traveling to and from court, employees will not be required to work between 5:00 p.m. on that day and 3:00 a.m. the following day.

Time Off to Vote

The Company encourages all employees to fulfill their civic responsibilities and to vote in official public elections. Generally, working hours are such that an employee will have ample time to cast a vote before or after the scheduled shift. If employees do not have sufficient time to vote, however, that employee should discuss the matter with a supervisor. The Company will comply with all applicable state and municipal voting time laws.

Bereavement Leave

In the event of the death of an immediate family member, eligible employees may take up to four (4) scheduled days/shifts off with pay to attend the funeral and make any necessary arrangements due to the death of an immediate family member, except where allowed

additional time off for bereavement under applicable state law. For purposes of this Bereavement Leave standard, an employee's immediate family is: spouse, child, grandchild, sibling, parent, grandparent, in-law or step counterpart, or an individual who had primary responsibility for raising the employee. Bereavement leave for extended family (i.e. aunt, uncle, cousin, niece or nephew), friend, acquaintance, or in-laws not of the current spouse, may be granted as approved leave without pay once available PTO has been exhausted.

Bereavement leave benefits are available for eligible regular full-time employees who work a minimum of 30 hours per week.

Employees must notify their supervisor as soon as possible if they need to take bereavement leave. Approval of bereavement leave will occur in the absence of unusual operating requirements. Any employee may, with his or her supervisor's approval, use any available PTO for additional time off beyond four (4) days as necessary.

Eligible employees attending a service which is held five hundred (500) miles or more from their address of record, as determined by AAA mileage standards, will be entitled to an extended leave of absence with pay for up to one (1) additional scheduled shift to attend the service.

School-Related Activities Leave

The Company will grant up to four hours of time off during any school year to employees who are the parent, guardian or custodian of a child enrolled in public school to:

- Attend parent-teacher conferences;
- Attend school-related activities during regular school hours
- Volunteer or otherwise be involved at the school in which the employee's child is enrolled during regular school hours; and
- Attend school-sponsored events.

Leave must be taken in increments of at least one hour.

Employees wishing to take time off under this standard must submit a written request for leave to their supervisor at least five school days before the requested leave. The leave will be at a time mutually agreed upon by the employee and the Company.

The Company may require employees to provide documentation verifying that, during the time of leave, the employee attended an eligible school-related activity.

Time off under this standard will be without pay, except that exempt employees may receive pay for partial day absences, as required by applicable law.

School Conferences or Emergencies Leave

The Company will allow employees who are parents (including legal guardians or custodians) time off from work in order to appear at a conference requested by their child's school administrator or respond to notice from their child's school of an emergency involving their child.

Employees should notify their supervisor as soon as possible that they will require time off for a school conference or emergency. Time off under this standard will be unpaid, except that exempt employees may receive pay for partial day absences, as required by applicable law.

Court Attendance Leave

The Company will allow employees who are the parent, guardian or custodian of a child to miss work in order to appear at the child's juvenile proceeding.

Employees seeking leave under this standard must notify their supervisor in advance of the appearance. For detention hearings, employees must provide verbal notice in advance of the hearing, as well as a certificate of attendance immediately upon return to employment. For subsequent hearings, employees must provide a copy of the written notice of the hearing before the date of the requested leave.

Time off under this standard will be without pay except that exempt employees may receive pay, as required by applicable law.

The Company will not terminate or threaten to terminate employees because they request or take time off in accordance with this standard.

Legislative Leave

Employees who serve in the Nevada State Legislature may take time off from work to attend sessions and committee meetings during the legislative interim.

Time off under this standard will be unpaid, except that exempt employees will be paid when required by applicable law.

Volunteer Search and Rescue, Sherriff's Department Reserves and Civil Air Patrol Leave

Employees who are search-and-rescue volunteers, reserve members in a sheriff's department or members of a Civil Air Patrol unit may be allowed time off for reasons relating to their service in one of these units.

Employees and applicants who are members or become members of one of these units must immediately notify their supervisor and must provide notice of any change in their status as a volunteer.

The Company reserves the right to not allow an employee to participate in search and rescue activities during normal working hours and will notify the employee of this decision

as soon as practicable after the employee's disclosure of membership in a volunteer search and rescue.

Time off under this standard will be without pay, except that exempt employees may receive pay, as required by applicable law.

Volunteer Emergency Responder Leave

Employees will be allowed time off from work when needed to serve as volunteer firefighters or volunteer ambulance drivers or attendants. For purposes of this standard a volunteer ambulance driver or attendant is one who provides those services on an ambulance owned or operated by a nonprofit organization that provides volunteer ambulance service in Nevada or a political subdivision of the state. Employees will not be terminated for requesting or taking time off in accordance with this standard.

Employees and applicants for employment who are or who become volunteer firefighters or ambulance drivers or attendants must immediately notify their supervisor of their status and must provide notice of any change in their status as a volunteer.

Time off under this standard will be without pay, except that exempt employees will be paid when required by applicable law.

WORKPLACE SAFETY AND SECURITY

Workplace Violence

The safety and security of employees is of vital importance to the Company. Therefore, the Company has adopted a zero-tolerance standard concerning workplace violence. Threats or acts of violence—including intimidation, bullying, physical or mental abuse and/or coercion—that involve or affect company employees or that occur on the Company's premises, will not be tolerated.

The prohibition against threats and acts of violence applies to all persons involved in the operation of the Company, including, but not limited to, Company employees and other personnel, contract and temporary workers, consultants, contractors, customers, vendors, visitors and anyone else on the Company's premises.

Violations of this standard by an employee will result in disciplinary action, up to and including termination from employment.

It is our goal to have a workplace free from acts or threats of violence and to respond effectively in the event that such acts or threats of violence do occur.

Workplace violence is any intentional conduct that is sufficiently severe, abusive or intimidating to cause an individual to reasonably fear for his or her personal safety or the safety of his or her family, friends and/or property such that employment conditions are altered or a hostile, abusive or intimidating work environment is created for one or several employees.

Examples of conduct that may be considered threats or acts of violence under this standard include, but are not limited to:

- Threatening physical contact directed toward another individual;
- Threatening an individual or his or her family, friends, associates or property with harm;
- The intentional destruction or threat of destruction of Company or another's property;
- Menacing or threatening communications including phone calls, emails or social media posts;
- Stalking;
- Veiled threats of physical harm or similar intimidation or comments or "jokes" implying violence when such remarks are intended to frighten, intimidate or threaten or substantially offend another person; and/or
- Communicating an endorsement of the inappropriate use of firearms or weapons.

Workplace violence does not refer to workplace arguments or debates that are zealous or impassioned, provided there is no resort to any form of coercion. Discussions about sporting activities, popular entertainment or current events are not considered workplace violence when there is no threat of violence being directed to the workplace or any individual connected with it. Rather, workplace violence refers to behavior that demonstrates an intention to engage in violence, condones violence in our workplace, or targets any individual with acts or threats of violence.

Employees should help maintain a violence-free workplace. Employees that observe, or have any knowledge of any violent, dangerous, destructive or threatening behavior or situation, employees are required to report it immediately to their supervisor, the Security Department, or Human Resources as defined by the employee's work site. All reports will be taken seriously and will be investigated.

The Company will make the sole determination of whether and to what extent, threats or acts of violence will be acted upon by the Company. In making this determination we may undertake a case-by-case analysis in order to ascertain whether there is a reasonable basis to believe that workplace violence has occurred.

Weapons in the Workplace

The Company strictly prohibits employees or any other person providing services to the Company or located on the Company's premises including housing provided by the Company, from possessing weapons of any kind at the workplace. The workplace includes any property owned or leased by the Company or occupied by groups of company employees or persons providing services to the Company. Unless this prohibition is contrary to state or local law, the workplace specifically includes company parking areas and company vehicles. Employees are not permitted to transport or store weapons in vehicles owned or leased by the Company and used by the employee for work purposes.

This standard prohibits the possession of concealed weapons as well as weapons carried openly.

This prohibition specifically includes guns, rifles and firearms of any type, including those for which the holder has a legal permit. Other examples of prohibited weapons include, but are not limited to, knives (other than small pocket knives with a blade of 3 inches or less), ammunition, bombs, bows and arrows, clubs, slingshots, blackjacks, metal knuckles and similar devices that by their design or intended use are capable of inflicting serious bodily injury or lethal force. Violations may result in disciplinary action up to and including termination of employment.

Workplace Bullying

The Company does not tolerate bullying behavior. Individuals who engage in workplace bullying may be disciplined, up to and including termination of employment.

Workplace bullying is the use of force, threats or coercion to abuse, intimidate, or humiliate another employee. Workplace bullying includes, but certainly is not limited to, the following:

- Verbal abuse, such as the use of patently offensive, demeaning and harmful derogatory remarks, insults and epithets;
- Verbal or physical conduct that is threatening, intimidating or obscene;
- Pushing, shoving, kicking, poking, tripping, assaulting, or threatening physical assault, or intentionally damaging a person's work area or property; or
- Sabotage, or deliberately subverting, obstructing or disrupting another person's work performance.

Cyberbullying refers to bullying, as defined above that occurs through the use of a computer, cell phone, smartphone, tablet, pager or other device that transmits electronic information, regardless of whether the device is owned by or located at the Company or connected to the Company network. Cyberbullying is also prohibited.

This standard in no way prohibits employees from engaging in activities that are protected under applicable state and federal laws, including but not limited to any activity that is protected under Section 7 of the National Labor Relations Act, which includes the right of employees to speak with others, engage in workplace debates and protest about their terms and conditions of employment.

Reporting and Response

Employees who are subject to, or witness, workplace bullying are encouraged to notify a member of leadership or Human Resources immediately. The Company will promptly investigate the complaint. The Company will maintain confidentiality to the extent possible, consistent with its commitment to investigating the complaint promptly and thoroughly.

If the complaint is verified, the Company will take appropriate remedial and disciplinary action up to and including termination. The Company will also report to law enforcement, if appropriate.

Anti-Retaliation

The Company strictly prohibits retaliation against an employee for making a good-faith claim of bullying or for participating in good faith in an investigation of bullying.

Work-Related Injuries/Illnesses

When an employee sustains a work-related injury or illness, the employee must inform his or her supervisor immediately, no matter how minor the injury may appear. Failure to notify a supervisor of an on-the-job injury prior to the end of the employee's shift may result in disciplinary action.

Employees who sustain work-related injuries may receive workers' compensation benefits. See the Company's Workers' Compensation Insurance policy for more information. Employees who need to take time off from work due to a workers' compensation illness or injury may also be eligible for a leave of absence under the Company's leaves of absence or reasonable accommodation policies. Employees should consult with Human Resources for additional information.

Smoke-Free Workplace

The Company provides a work environment that is smoke-free. Smoking and the use of all tobacco-related products, including but not limited to, smoking and the use of e-cigarettes is strictly prohibited inside Company buildings, in any motorized Company owned, leased or rented vehicles, including all open and closed cab equipment (for example: haul trucks, loaders, drills, forklifts, ATVs) or in light vehicles or buses. Use of chewing tobacco may be permitted so long as proper hygiene is practiced. Employees that observe other individuals smoking in the workplace have a right to object and should report the violation to their supervisor or to another member of leadership. Employees will not be disciplined or retaliated against for reporting smoking that violates this standard.

At some facilities and locations, the Company may designate smoking areas and employees may only smoke in these designated areas. In all circumstances, smoking is prohibited in areas where operational concerns exist such as chemical or fuel storage.

Employees that violate this standard or who tamper with "no smoking" signs may be subject to disciplinary action up to and including termination.

Drug-Free Workplace

The Company strives to provide a safe environment for employees and others and to minimize the risk of accidents and injuries. Accordingly, each employee has a responsibility to co-workers and the public to work in a safe and conscientious manner.

Continuing research and practical experience have proven that even limited quantities of illegal drugs, controlled substances or alcohol can impair reflexes and judgment. This impairment, even when not readily apparent, can have catastrophic consequences. Moreover, studies have shown that impairment may last long after the user believes the effects to have worn off.

Drug Use/Distribution/Possession/Impairment

The Company strictly prohibits the use, sale, attempted sale, conveyance, distribution, manufacture, purchase, attempted purchase, possession, cultivation and/or transfer of illegal drugs or other unlawful intoxicants at any time, and in any amount or any manner, regardless of occasion. "Illegal drugs" means all drugs whose use or possession is regulated or prohibited by federal, state or local law. These include prescription medication that is used in a manner inconsistent with the prescription or for which the individual does not have a valid prescription. Marijuana remains illegal as a matter of federal law and therefore its use or possession violates this standard. The Company will endeavor to accommodate individuals with disabilities but will not accommodate the use of medical marijuana at work or excuse standards violations related to medical marijuana.

Employees are also prohibited from having any such illegal or unauthorized controlled substances in their system while at work.

Included within this prohibition are lawful controlled substances that have been illegally or improperly obtained.

Alcohol Use/Distribution/Possession/Impairment

All employees are prohibited from distributing, dispensing, possessing or using any beverage or medicine containing alcohol while at work or on duty and from coming onto company premises, reporting to work, or working with alcohol in their systems. Furthermore, lawful off-duty alcohol use, while generally not prohibited by this standard, must not interfere with an employee's job performance.

Prescription and Over-the-Counter Drugs

This standard does not prohibit the possession and proper use of lawfully prescribed or over-the-counter drugs. However, an employee taking medication should consult with a health care professional or review dosing directions for information about the medication's effect on the employee's ability to work safely, and promptly disclose any work restrictions to a supervisor or Human Resources. Employees are not required to reveal the name of the medication or the underlying medical condition.

The Company reserves the right to transfer, reassign, place on leave of absence or take other appropriate action regarding any employee during the time the employee uses medication that may affect his or her ability to perform safely. The Company will comply with all requirements pertaining to providing reasonable accommodations to the extent required by applicable law.

Marijuana remains illegal as a matter of federal law and therefore its use or possession violates this standard. The Company will endeavor to accommodate individuals with disabilities but will not accommodate the use of medical marijuana at work or excuse other standard violations related to medical marijuana.

Counseling and Rehabilitation

Employees who voluntarily seek help for substance abuse (self-referral) by contacting the Company will be provided an opportunity to pursue counseling and rehabilitation. The Company will make available to these employees' information about counseling and rehabilitation services. An employee who is receiving counseling and/or treatment for substance abuse may use available PTO, sick leave, or, if eligible, family and medical leave. Health insurance often covers the costs of such services, but costs not covered must be paid by the employee. The employee cannot return to work until released by a treatment provider to do so, and when he or she receives a negative result on a return-to-work drug and/or alcohol test (as appropriate for that individual). In addition, the employee may be asked to submit to follow-up testing for a period following the return to work.

An employee's decision to seek help voluntarily will not be used as a basis for disciplinary action, although the individual may be transferred, given work restrictions or placed on leave, as appropriate. A request for help is considered voluntary only if it is made before the employee is asked to submit to any drug or alcohol test or is discovered to have otherwise violated this standard.

Company's Right to Search

The Company wishes to maintain a work environment that is free of illegal drugs, alcohol, firearms, explosives or other improper materials. To this end, the Company prohibits the control, possession, transfer, sale or use of such materials on its premises to the extent permitted by applicable law. We require the cooperation of all employees in administering this standard.

Desks, lockers and other storage devices are provided for the convenience of employees but remain the sole property of the Company. Accordingly, they, as well as any articles found within them, can be inspected by any agent or representative of the Company, either with or without prior notice, in order to assure compliance with its policies.

In addition, to ensure the safety and security of employees and customers, and to protect our legitimate business interests, we reserve the right to question and inspect or search any employee or other individual entering or leaving company premises or job sites. The inspection or search may include any packages or items that the individual may be carrying, including briefcases, handbags, knapsacks, shopping bags, et cetera.

These items are subject to inspection and search at any time, with or without prior notice. We also may require employees to agree to reasonable inspection of their personal property or on the Company's premises. The individual may be requested to self-inspect his or her personal property or person by displaying the contents of any packages and/or

turning out his or her pockets, etc., in the presence of a representative of the Company, typically a security employee of the same gender. Refusal to permit such searches will result in corrective action up to and including termination of employment. Employees should also refer to the Company's security policy for additional information.

Cameras and Video Surveillance

For purposes of workplace safety and security and to prevent theft and other misconduct the Company has installed video surveillance cameras in work areas.

If there is any reported incident of theft, trespass, workplace violence, employee misconduct or any type of safety violation (hereafter collectively referred to as "security incidents"), the Company will utilize its surveillance equipment as an investigatory tool. The Company will also make use of its surveillance equipment to deter any future security incidents.

The Company also reserves the right to actively monitor, through its surveillance cameras, any areas for safety reasons (to protect against equipment failure, breakage, or accident) or confidentiality reasons (to protect documents or other proprietary information).

Although the video surveillance described in this standard is intended to monitor for security incidents and other safety reasons at the Company, it is possible that such surveillance may monitor activities not related to the Company's business.

The Company respects the privacy of its employees. Accordingly, no video cameras will be installed in the Company's restrooms or in any lactation or changing areas.

The surveillance video cameras and any video footage from the surveillance are to be used solely for the purposes of this video surveillance standard. Any unauthorized use of these video cameras and/or videotapes is strictly forbidden and may result in discipline, up to and including termination of employment.

Visitors

Restricting access to Company premises helps maintain safety standards, protect against theft, ensure security of equipment, protect confidential information, safeguard employee welfare, and avoid potential distractions and disturbances. For this reason, only approved visitors and tour groups are allowed in the workplace as authorized by the site Operations General Manager or designee. All visitors must be escorted at all times by a Company employee.

The Company reserves the right to verify the contents of packages and briefcases brought onto company premises by visitors.

If an employee suspects or becomes aware of any unusual situation, he or she should immediately notify Security and/or Human Resources or a supervisor.

Use of Personal Devices

Although the Company permits employees to bring personal electronic devices, including cellular phones, smartphones and PDAs, into the workplace, employees should only engage in personal phone calls and communications and other use of personal electronic devices during nonworking time, including break periods, in nonworking areas.

In all cases, use of personal devices (including wireless or wired headphones) must be used safely and is strictly prohibited in working areas except during breaks and when in non-safety sensitive areas as approved by the Company. The use of portable music players in fixed work areas must be approved by leadership. Portable music players are permitted on the bus and in company vehicles to and from work except for the driver.

Driving for Company Business

All employees driving a Company owned vehicle or driving a personal vehicle for business purposes, or other equipment are expected to comply with all local, state, and federal laws while operating the vehicles and equipment. The Company may discipline employees who engage in unlawful conduct. For example, employees who are assigned to drive a company-owned vehicle or otherwise required to drive as part of their job duties are required to have and maintain a valid driver's license, wear seat belts, and travel at a safe speed. If an employee's driver's license is revoked during their employment with the Company, notify their Supervisor and Human Resources immediately. The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles, as well as excessive or avoidable traffic and parking violations, can result in disciplinary action, up to and including termination of employment.

Employees are to use their company-owned vehicle for work-related purposes only, but may run incidental, personal errands during their commute to and from work or during their break. This commuting and break time is the employee's time. Employees are not allowed to use company vehicles outside of normal work hours unless specifically authorized by their department manager.

Company vehicles are to be driven by authorized employees only, except in the case of repair testing by a mechanic. Any accidents in company vehicles or while driving on company business, regardless of severity, must be reported immediately to the police, an employee's supervisor and to Human Resources. Failing to stop after an accident and/or failure to report an accident may result in disciplinary action up to and including termination of employment.

Drivers are responsible for the security of company vehicles assigned to them. The vehicle engine must be shut off, ignition keys removed, and vehicle doors locked whenever the vehicle is left unattended.

Driving Personal Vehicles to Mine Sites

Certain mine site locations have restrictions prohibiting employees from driving their personal vehicles to work without prior written authorization. Employees working at these locations will be required to follow each site's particular vehicle drive-out standard.

Right to Privacy

The Company and authorized individuals may access electronic communications systems and review communications with the Company's systems without advance notice to users of the system when the Company deems it appropriate to do so. This may include, but is not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information with legal and regulatory requests for information; ensuring that the Company's operations continue appropriately during an employee's absence; and any other purpose deemed appropriate by the Company. See the Computing and Telecommunications Policy for more information.

The Company may store created electronic communications. Communications stored in the system may be deleted, printed or utilized for any purpose by the Company.

Since the Company's electronic communications systems are intended primarily for business use, excessive personal use including utilization during working time is prohibited, as is other usage that may interfere with the system's productivity, such as large attachments or audio/video segments.

Employer policies, standards and procedures including those prohibiting harassment, in their entirety, apply to the use of the Company's communication and computer systems.

All employees, upon request, must inform management of any private access codes or passwords to Company equipment.

No employee may access, or attempt to obtain access, to another employee's computer systems without appropriate authorization.

Violations of this procedure or any related standard or standard may be subject to disciplinary action up to and including termination of employment.

Cell Phone Use/Texting While Driving

Employees whose job responsibilities include regular or occasional driving and who are issued a company cellular telephone or use their personal cellular telephone for business-related work are expected to put safety first. Therefore, personal and company-supplied cellular telephones are not to be used while driving unless a hands-free device is being utilized in accordance with applicable law.

Employees may not send or review text messages while driving as part of their job responsibilities. The purpose of this standard is to ensure the safety of employees, other motorists and company property. Employees who are charged with traffic violations, or cause accidents or injuries, resulting from their use of personal or company-issued cellular telephones or blackberries while driving will be solely responsible for all liabilities, fines, etc., that result, to the extent permissible under the law.

Inclement Weather/Office or Site Closings

When hazardous or severe weather occurs during the day, the Company will decide whether to close early. Employees should refer to the local policies and procedures for additional information.

EMPLOYEE BENEFITS

Benefits Overview

Benefit plans offered by the Company, are defined in legal documents such as insurance contracts and summary plan descriptions or Company policies. If employees are offered benefits, and if a question arises about the nature and extent of plan benefits or if there is a conflict in language, the formal language of the Plan documents govern, not the informal wording of the Standards. Plan documents, if applicable, are available for an employee's inspection. The Company and its designated benefit-plan administrators reserve the right to determine eligibility, interpretation and administration of issues related to benefits offered by the Company.

Employment benefits vary according to the position and status of the employee. Benefits may include but are not limited to:

- Medical, Dental and Vision Insurance
- Disability Insurance
- Life and Accidental Death and Dismemberment Insurance
- Retirement
- Employee Assistance Program
- Transportation Services
- Educational Assistance

LEAVING THE COMPANY

Separation from Employment

Employees are employed on an at-will basis. This means that employment may be terminated by either party at any time, with or without cause or notice. Nothing in this standard is intended to limit or alter the at-will nature of employment.

Employees may leave the Company for a variety of reasons. Regardless of the reason, we strive to ensure that all separations from employment are handled fairly, efficiently and in compliance with applicable federal and state laws.

Reasons for termination include, but are not limited to, the following:

Voluntary Termination

A voluntary termination means an employee has made the decision to end the working relationship with the Company. Voluntary resignations include, but are not limited to, written or verbal resignation, retirement (more fully discussed below) and job abandonment.

Employees who voluntarily leave the Company are encouraged to provide their supervisor with a two (2) week written notice in order to allow a reasonable amount of time to transfer ongoing work. Upon resignation, employees must return all keys, uniforms, credit cards or other company-issued property.

Employees in good standing who retire or resign from their positions may be eligible for rehire.

Retirement

The Company has established retirement plans designed to provide certain benefits to eligible employees. Since the type and level of benefits vary according to the terms of each plan and are subject to modification, they are not specifically set forth in this standard. Each plan is described in detail in a summary plan description, a copy of which is provided to each employee eligible to participate in such plan. Employees should contact Human Resources for additional information that will help to determine eligibility.

Nothing in this standard shall be deemed to modify any employee benefit plan or plans referred to herein or that may subsequently be established.

Involuntary Termination

An involuntary termination occurs when the Company decides to end the working relationship with an employee. Involuntary terminations may occur for cause or for reasons other than cause.

Involuntary terminations for reasons other than cause include, but are not limited to, a reduction in workforce, or corporate reorganization.

Pay and Benefits Upon Termination

Final wages will be paid in accordance with applicable law. In accordance with Company standard, PTO accrued will be paid upon termination.

Rehire Standard

Depending on the reason(s) for separation, former employees may not be eligible for rehire. All rehire decisions must be approved by Human Resources.

Return of Company Property

Employees are required to return all company property (e.g., computers, phones, vehicles, passwords, uniforms, ID badges, credit cards) that is in their possession or control in the event of termination of employment, resignation, retirement or layoff or immediately upon request. When allowed by law, and in accordance with applicable law, the Company may withhold from the employee's check or final paycheck the cost of any items that are not returned when required. No confidential or proprietary information belonging to the Company can be copied or retained for the employee's use. We may also take all action deemed appropriate to recover or protect company property.

References/Verifications of Employment

So that the Company can handle requests for job references in a consistent, fair and lawful manner, all requests for official job references on behalf of the Company should be forwarded to Human Resources. No other manager or supervisor is authorized to release references on the Company's behalf for current or former employees. Our standard concerning references for former employees is to disclose only the dates of employment and the title of the last position held. If an employee authorizes disclosure in writing, we will also provide a prospective employer with information on the amount of the salary or wage last earned.

Exit Interviews

Employees may be asked to participate in a voluntary exit interview. This will provide closure to the employee's employment with the Company and will allow the Company to ensure that it has resolved various administrative matters, answered any questions about continuation of benefits and listened to any of the employee's comments or ideas about improving the Company's operations.

ACKNOWLEDGEMENT

I acknowledge that I have received a copy of the Standards or have been informed where an electronic version is available for my review. I understand that unless I am covered by a written contract of employment that has been signed by the Executive Managing Director or his or her authorized representative, the Standards sets forth the terms and conditions of my employment with the Company as well as the duties, responsibilities and obligations of employment with the Company. I understand that the Company has provided me various alternative channels including anonymous and confidential channels, to raise concerns of violations of the Standards and Company policies and encourages me to do so promptly so that the Company may effectively address such situations, and I understand that nothing herein interferes with any right to report concerns, make lawful disclosures, or communicate with any governmental authority regarding potential violations of laws or regulations. I agree to abide by and be bound by the rules, policies and standards set forth in the Employee Standards.

I acknowledge that, except where required otherwise by applicable state law or in a written agreement signed by the Executive Managing Director or his or her authorized representative, my employment with the Company is at-will, meaning that it is not for a specified period of time and that the employment relationship may be terminated at any time for any reason, with or without cause or notice, by me or the Company. I further acknowledge that only the Executive Managing Director or his or her authorized representative has the authority to enter into an agreement that alters the at-will relationship. Any such agreement must be in writing and signed by the Executive Managing Director or his or her authorized representative.

I further acknowledge that the Company reserves the right to revise, delete and add to the provisions of the Standards, but that all such revisions, deletions or additions must be in writing. No oral statements or representations can change the provisions of the Standards. Furthermore, the Company's standard of at-will employment can only be changed as stated in the prior paragraph.

I understand and acknowledge that nothing in the Standards or in any other document or standard is intended to prohibit me from reporting concerns to, filing a charge or complaint with, making lawful disclosures to, providing documents or other information to or participating in an investigation or hearing conducted by the Equal Employment Opportunity Commission, National Labor Relations Board, Securities and Exchange Commission, Mine Health and Safety Administration or any other federal, state or local agency charged with the enforcement of any laws. I also understand and acknowledge that nothing about the policies and procedures set forth in the Standards should be construed to interfere with any employee rights provided under state or federal law, including Section 7 of the National Labor Relations Act.

I understand and acknowledge that if I am covered by a collective bargaining agreement (CBA), in the event of any conflict or inconsistency between the terms of this Acknowledgement or the Standards, the terms of the CBA will prevail.

I have read and understand the above statements.

Employee Name _____ Date: _____

Employee Signature _____