

NATIONAL TRI-TRADE SOLAR AGREEMENT

This Agreement is entered into by and among _____
_____ (hereinafter referred to as “General Contractor”) for and on behalf of General Contractor and any contractors or subcontractors of whatsoever tier (“Subcontractors”), (General Contractor and Subcontractors hereinafter referred to as “Employer(s)”) and the Laborers’ International Union of North America (LIUNA), the International Brotherhood of Electrical Workers (IBEW) and the International Union of Operating Engineers (IUOE), (LIUNA, IUOE, and IBEW individually referred to as “Union” and collectively referred to as “Tri-Trades” “International Unions” or “Unions”) (General Contractor(s), Subcontractors, and Tri-Trades collectively referred to as “Parties”).

It is understood by the Parties to this Agreement that, with the adoption of this Agreement, the construction work covered by this Agreement shall be contracted to contractors who agree to execute and be bound by the terms of this Agreement. Therefore, the Unions agree that other contractors may execute the Agreement for the purpose of covering that work. The General Contractor shall monitor compliance with this Agreement by all subcontractors that have become bound hereto. All contractors and their subcontractors, of whatever tier, shall become signatory to this Agreement by executing the Letter of Assent attached as Appendix B as a condition of award of work on the project.

WHEREAS, the General Contractor is responsible for the construction of a project, and because of the size, scope, cost and duration of the project, the Parties to this Agreement have determined that it is in their best interest to have the project completed in the most timely, productive, economical and orderly manner possible, and without labor disruptions of any kind that might interfere with or delay the project;

WHEREAS, the Parties have determined that it is desirable to eliminate the potential for friction and disruption of the project by using their best efforts and ensuring that all Covered Work as hereinafter defined is performed by the Unions that are signatory hereto and which have traditionally performed and have trade and geographic jurisdiction over such work. Experience has proven the value of such cooperation, and that such mutual undertakings should be maintained, and if possible, strengthened, and that the ultimate beneficiaries remain the General Contractor and owner; and,

WHEREAS, the Employers and the Unions desire to mutually establish wages, hours and working conditions for the workers employed on construction projects by the Employers, and further, to encourage close cooperation between the Employers and the Unions to the end that a satisfactory, continuous and harmonious relationship will exist between the parties to this Agreement.

NOW, THEREFORE, the Employers and the Unions in consideration of the mutual promises and covenants herein contained, mutually agree as follows:

ARTICLE 1

PURPOSE

Section 1. The purpose of this Agreement is to promote efficiency of construction operations on all projects covered by this Agreement and provide for peaceful settlement of labor disputes without strikes or lockouts thereby promoting the public interest in assuring the timely and economical completion of the work.

Section 2. It is also the intent of the parties to set out standard working conditions for the efficient prosecution of construction work, to establish and maintain harmonious relations between all parties to the Agreement, to secure optimum productivity and to eliminate strikes, lockouts, or delays in the prosecution of the work undertaken by the Employer.

ARTICLE 2

RECOGNITION

Section 1. The Employer recognizes the signatory International Unions as the sole and exclusive bargaining representatives for its craft employees employed on the jobsite covered by this Agreement. Unions signatory to this Agreement will have recognition on the approved project of the Employer.

ARTICLE 3

SCOPE OF AGREEMENT

Section 1. This Agreement applies to and covers all on-site construction work associated with utility-scale, ground-mounted solar projects of 1 Megawatt or above located in the United States of America, except for projects located in California, including but not limited to work described in Appendix A, battery storage, site preparation, construction, deconstruction, alteration, demolition, rehabilitation, and renovation (hereinafter referred to as "Covered Work"). Covered Work also includes work done in yards or facilities where the output of which is exclusively reserved for the project. Covered Work does not include work performed on high voltage transmission lines and infrastructure, distribution lines, substations, switchyards, or ground grids.

Section 2. Covered Work shall also include work that is part of start-up and commissioning, including but not limited to loop checks, rework, and modifications, provided, however, observation and guidance of such work may be performed by the General Contractor, manufacturers' representatives, vendors' representatives, and/or plant operating personnel, and such observation and guidance is not Covered Work. Employees who are

part of the bargaining unit shall work harmoniously and cooperatively with persons performing such observation and guidance.

Section 3. This Agreement shall not apply to executives, engineers, draftsmen, supervisors, assistant supervisors, timekeepers, messengers, office workers, guards, or other non-manual employees.

ARTICLE 4
APPLICATION AND
ADMINISTRATION OF AGREEMENT

Section 1. This Agreement shall apply to projects meeting the scope of the Agreement. Employer requests to utilize this Agreement shall be on a project by project basis and shall be submitted in writing to the Unions. The Unions shall, within ten (10) business days or less following the receipt of the request, inform the Employer whether the Agreement may be applied to the Employer's project. If a signatory Union denies an application, an immediate meeting shall be held between the signatory International Unions. A majority vote shall determine if the request is approved or denied.

Section 2. This Agreement will apply and be binding upon: (a) the Tri-Trades, and (b) the General Contractor, and all project managers, construction managers, contractors, subcontractors of any tier and other entities, if any, acting in a capacity as alter egos or single employers with same, or other persons or entities performing Covered Work (as defined in Article III hereof) (all of whom, including the General Contractor, are individually and collectively referred to as "Employer" or "Employers"). This Agreement shall only be binding upon the Employers signatory hereto, and shall not apply to parents, affiliates, subsidiaries, or other divisions of any Employer unless such parent, affiliate, subsidiary or other division executes a Letter of Assent.

Section 3. Each of the Unions and/or their local unions is a party to various multi-employer collective bargaining agreements, including with respect to the geographic area of the project ("applicable CBA"). The term applicable CBA means the existing collective bargaining agreement currently in effect as to each of the Unions' local unions for the geographic area of the project. The Parties understand and agree that where the provisions of this Agreement are at variance with any applicable CBA, the terms of this Agreement shall prevail. The Unions will provide copies of the applicable CBAs consistent with this Agreement at the pre-job conference referenced herein.

Section 4. This Agreement is a stand-alone agreement and is the exclusive collective bargaining agreement for any work to which it is extended. This Agreement supersedes and overrides the terms and

conditions of any and all other national, area, or local collective bargaining agreements to which the Parties hereto, or either of them may be signatory, unless such terms and conditions are specifically incorporated in this Agreement.

Section 5. Prior to the commencement of Covered Work on a project, the General Contractor, all Employers, and all signatory Unions whose geographic jurisdiction covers the location of the project shall hold a pre-job conference to discuss work rules and any other matters deemed necessary. All agreements and understandings reached at the pre-job conference shall be reduced to writing and have the same force and effect as all other provisions of this Agreement, provided that the jurisdictional assignments in Appendix A may not be altered unless required by law. No later than the conclusion of such pre-job conference, the Parties shall, among other matters, provide to one another contact information for their respective representatives (including name, address, phone number, facsimile number, and email address).

Section 6. The Parties agree that in the implementation, administration, and interpretation of this Agreement, it is vitally necessary to maintain effective and immediate communication so as to minimize the potential of labor relations disputes arising out of this Agreement. As such, the International Unions hereto agree to designate, in writing, a representative to whom problems can be directed which may arise during the Term of this Agreement. Within forty-eight (48) hours after notice of the existence of any problem, representatives of the International Unions shall meet to discuss and resolve such problems. The representatives shall be as follows:

LIUNA General President or designee: _____

IUOE General President or designee: _____

IBEW International President or designee: _____

General Contractor and a representative of the owner may also attend such meetings upon request.

ARTICLE 5

MANAGEMENT RIGHTS

Section 1. The Employer retains and shall exercise full and exclusive authority and responsibility for the management of its operations, except as expressly limited by the terms of this Agreement.

ARTICLE 6

REFERRAL OF EMPLOYEES

Section 1. The Employer shall have the unqualified right to select and hire directly all supervisors

it considers necessary and desirable without such persons being referred by the Unions and/or their respective local unions. Applicants for the various classifications covered by the Agreement required by the Employer on its projects, shall be referred to the Employer by the Unions and/or their respective local unions. The Employer shall have the right to determine the competency of all employees, the right to determine the number of employees required, and shall have the sole responsibility for selecting the employees to be laid off consistent with Section 4 of this Article. The Employer shall also have the right to reject any applicant referred by the Unions and/or their respective local unions. This Section is subject to the provisions of Article 3, Section 3 and Article 17, Section 2.

Section 2. The Unions represent that their local unions administer and control their referrals and it is agreed that these referrals will be made in a nondiscriminatory manner and in full compliance with Federal, State and local laws and regulations which require equal employment opportunities and non-discrimination. Referrals shall not be affected in any way by the rules, regulations, by-laws, constitutional provisions or any other aspect or obligation of Union membership, policies or requirements.

Section 3. In the event the referral facilities maintained by the local unions do not refer the employees as requested by the Employer within a forty-eight (48) hour period after such requisition is made by the Employer (Saturdays, Sundays and Holidays excepted), the Employer may employ applicants from any source, except as provided in Appendix A Items 17 and 35, without impact to the jurisdictional assignment of the work being performed with the understanding that such assignments will be specific to this Project and will not be precedent-setting for future work assignments.

Section 4. The Employer agrees to be bound by the referral rules in a local area not inconsistent with the terms of this Agreement provided that, where the referral rules that prevail in a local area are on other than an exclusive basis, such rules shall be applicable if not in violation of either State or Federal law.

Section 5. The Unions and their respective local unions shall not knowingly refer employees currently employed by a signatory Employer to other employment.

Section 6. The Unions and their respective local unions will exert their utmost efforts to recruit sufficient numbers of skilled employees to fulfill the employment requirements of the Employer.

With regard to LIUNA-represented employees only, the Employer shall have the unrestricted ability to bring up to twenty-five percent (25%) of the total number of LIUNA-represented employees needed for work on the project from areas outside the geographic jurisdiction of the LIUNA-affiliated local union(s). The Employers shall arrange for a dispatch to be issued for such employees from the

LIUNA-affiliated local union within forty-eight (48) hours of the commencement of employment, and the dispatch shall upon request be issued to the employee(s) by the LIUNA-affiliated union.

Section 7. Where governmental agencies impose equal employment obligations on the Employer's project, referral procedures shall be subordinate to such obligations.

ARTICLE 7

HOURS OF WORK, OVERTIME, AND HOLIDAYS

Section 1. The normal work day starting time shall be between 6:00 a.m. and 8:00 a.m., as established by the Employer(s), provided that once the normal work day starting time is established at a project, the Employer(s) will not change the work day starting time without first providing at least five (5)-days written notice of such change to the applicable Union(s).

Section 2. The normal work week shall be Monday through Sunday, and no more than 3 days' pay shall be withheld for work performed during the immediately preceding work week. Except as described in this Section, any changes to the normal work week, work day, or payroll date must be agreed by and among the Parties in writing.

Section 3. All work performed after eight (8) hours in a single workday, Monday through Friday, shall be paid at time and one-half the applicable regular hourly rate. All work performed on Saturday shall be paid at the rate of time and one-half the applicable regular hourly rate. All work on Sundays and/or holidays shall be paid at the rate in the applicable CBA not to exceed double-time.

Section 4. Terminated employees, including those laid off, shall be paid on the day of termination. Each Employer shall pay four (4) hours pay to a terminated employee for each 24-hour period said employee must wait for their final pay. An employee who quits without giving sufficient notice to their Employer shall be paid on the regular payday at the job site, or may have their final pay mailed to their address of record.

Section 5. The recognized holidays shall be those set in the applicable CBAs, except that where there is a conflict with respect to a particular holiday, the General Contractor may determine whether the holiday will be observed by all crafts and announce its decision at the pre-job conference. Payment for holidays shall be determined by reference to the applicable CBAs.

Section 6. An employee who reports for work at the regular starting time and for whom no work is provided shall receive pay equivalent to two (2) hours at the applicable hourly rate, provided the employee at the Employer's discretion remains available for work. Any employee who reports for work and for whom work is provided shall be paid for actual time worked but not less than two (2) hours. If the Employer considers it necessary to shut down work to avoid endangering the life or the safety of its employees the Employer will not be in violation of this Agreement. In such cases, employees will be compensated only for the actual time worked. In the case of a situation described above where the Employer requests employees to remain available for work, the employees will be compensated for such time. If a project is shut down because of weather, employees who reported to work shall be paid actual time worked but not less than two (2) hours. Procedures for prior notification of work cancellation shall be determined at the pre-job conference. The provisions of this Section are not applicable where the employee voluntarily quits, or is laid off, or is out by reason of a strike.

Section 7. Where the Operating Engineer local applicable agreement provides for a guaranteed work week on certain jobs or equipment, such guarantee shall be applicable under the terms of this Agreement. It is understood that those craft workers receiving such guarantee may, at the discretion of the employer, be required to remain on the job.

ARTICLE 8

WAGE SCALES AND BENEFITS

Section 1. All employees covered by this Agreement shall be compensated at the wage rates set forth in the applicable CBA or as established under the Davis-Bacon Act in the applicable wage determination covering the work, whichever rate is higher. It is understood that the basis for those applicable CBA wage rates and fringe benefits are those which have been negotiated by the historically recognized bargaining agencies in the local area which have jurisdiction on the proposed project of the Employer.

Section 2. Any wage rates, fringe benefit contributions, classifications, zone or wage/fringe escalations established in the applicable CBA which target or discriminate against projects covered by this Agreement are contrary to the spirit and intent of the Agreement. Such rates, contributions, classifications, zones, and escalations will not be recognized and are not required to be paid under this Agreement.

Section 3. The Employer agrees to pay employees benefit contributions as outlined in the applicable CBA.

Section 4. The Employer adopts and agrees to be bound by the written terms of legally established trust agreements specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds. The Employer authorizes the parties to such trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Employer. Nothing contained in this Section is intended to require the Employer to become a party to nor be bound by a local collective bargaining agreement except for the employee benefit fund contributions as required herein, nor is the Employer required to become a member of any employer group or association as a condition for making such contributions.

Section 5. Where the local union applicable agreement does not have an IUOE National Training Fund (NTF) contribution requirement the employer and its sub-contractors of any tier agree to contribute \$0.10 per Operating Engineer hour worked on the project directly to the IUOE NTF; forms shall be supplied by the Union.

Section 6. In order to assure the payment of all applicable fringe benefits, the subcontractor(s) shall submit with each request for progress payment to the Employer, a letter from each respective Union(s) Fringe Benefit Fund Office stating that all fringe benefits have been paid in full. If the subcontractor(s) does not submit a letter from each respective Union(s) Fringe Benefit Fund Office stating that all fringe benefits have been paid in full, the Employer will not make the progress payment.

Section 7. A signatory employer may satisfy its obligations under this Agreement to make pension, health and welfare, training, and other benefit fund contributions for Laborers by submitting its payments through the Laborers-Employers Benefit Plan Collection Trust (LEBPCT).

Section 8. A signatory employer may satisfy its obligations under this Agreement to pay withheld union dues for Laborers to the appropriate Local Unions by submitting its payments through the LEBPCT.

Section 9. A signatory employer that elects to submit payments referenced in Sections 7 or 8 of this Article shall execute the LEBPCT Participation Agreement attached to this Agreement as Appendix C.

Section 10. If any applicable CBA expires prior to the completion of a project, the Parties understand and agree to maintain the status quo and maintain the expired applicable CBA's terms until a new applicable CBA is ratified. The wages and benefits included in any new applicable CBA will apply on and after the effective date of the newly negotiated applicable CBA, except to the extent wage and fringe benefit retroactivity is specifically agreed upon by the parties to the new applicable CBA.

Section 11. When an employee is performing work outside of their Union’s work assignments, those assignments as defined in Appendix A, that employee shall be compensated at either the wage and benefit package in the applicable CBA covering the work performed outside of their Union’s work assignments, or the wage and benefit package under their Union’s applicable CBA, whichever is higher, provided however, that regardless, all benefit contributions shall be paid in accordance with their Union’s applicable CBA and any difference in total package, shall be applied toward the hourly wage.

Section 12. This Agreement is an agreement under Section 8(f) of the National Labor Relations Act (NLRA), which covers work performed in the building and construction industry and, as such, all work performed under this Agreement qualifies for the Construction Industry Exemption under the Employee Retirement and Income Security Act of 1974 (“ERISA”), as amended. If any Union Pension Trust Fund (“Fund”) covered by the terms and conditions of this Agreement does not qualify for the Construction Industry Exemption authorized by Section 4203(B) (1)(i), of the Employee Retirement Income Security Act of 1974 (“ERISA”), as amended, 29 U.S.C. 1383(b)(1)(i), or has not taken the necessary steps to amend the Fund documents to qualify for the Construction Industry Exemption as authorized by Section 4203(B)(1)(ii) of ERISA, as amended, 29 U.S.C. 1383(b)(1)(B)(ii); and to recognize the work performed under this Agreement to qualify for the Construction Industry Exemption, the Employer(s) signatory to this Agreement will not be obligated to hire employees covered by such Funds.

ARTICLE 9
APPRENTICES

Section 1. Recognizing the need to maintain continuing support of programs designed to develop adequate numbers of competent employees in the construction industry, the Employer will employ apprentices in the respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured, and shall do so in accordance with the applicable CBA’s terms and conditions for the employment of apprentices, provided that the terms and conditions, including the ratio of apprentices, shall be adjusted if necessary to ensure compliance with section 45(b)(8)(A) through (c) of the Inflation Reduction Act.

ARTICLE 10
PAC CHECK-OFF

The Employer agrees to deduct and transmit to the applicable Political Action Committee (IBEW/COPE, LIUNA PAC, IUOE/EPEC), the amount specified for each hour worked from the wages of those employees who have voluntarily authorized such contributions on the forms provided for that purpose by the

applicable Union. These transmittals shall occur every pay period and shall be accompanied by a list of the name, address, occupation, contribution amount, and rate of deduction per pay period of each employee for whom such deductions have been made. The Union and the Employer agree that the employer's administrative expenses of operating the deduction have been accounted for in the overall economic provisions of this Agreement, so it is unnecessary for the Union to make an additional reimbursement to the Employer for these expenses. The Unions shall provide to the Employer(s) the name and address and payment information for such remittances.

ARTICLE 11

GRIEVANCE ADJUDICATION PROCEDURE

Section 1. It is agreed that in the event any dispute arises out of the application of this Agreement, excluding jurisdictional disputes which are covered by Article 13 and interpretations of this Agreement which are covered in Article 4, Section 6, the same shall be settled by means of the procedure set out herein.

Section 2.

Step 1. The dispute shall be referred to the Steward of the Union involved and a representative of the Employer at the project.

Step 2. In the event that the steward and the Employer's representative at the construction site cannot reach agreement to resolve the dispute within five (5) working days after a meeting is arranged and held, the matter shall be referred to the Business Representative of the local union involved or their designated representative and the Project Superintendent and/or the Employer's representative at the project.

Step 3. If the Parties are unable to resolve a grievance at the Step Two conference within five (5) working days after a meeting is arranged and held, the matter shall be referred to the International Union Representative and the Labor Relations Representative of the Employer.

Step 4. If the dispute is not resolved, it may be submitted to a neutral arbitrator within sixty (60) days of such referral. If the Union and the Employer cannot agree on an arbitrator, then an arbitrator shall be selected from a panel requested from the Federal Mediation & Conciliation Service designating as a criteria that the arbitrator be a member of the National Academy of Arbitrators and that the geographic selection choice be "metropolitan" within a 125-mile radius of the location of the project on which there is a dispute. The cost of such an arbitrator shall be borne by the losing party. The Arbitrator shall have the authority to determine and assess remedies for violations of this Agreement, including, but not

limited to an award of back pay and equivalent benefits to a fund designated by the Union. The Arbitrator may decide questions of both procedural and substantive arbitrability. The Arbitrator shall not have any authority to add to, detract from, or in any way alter the provisions of this Agreement or make a new Agreement. The decision of the Arbitrator shall be final and binding on all Parties and individuals bound by this Agreement. Arbitration awards shall be complied with within seven (7) days of receipt of the decision by the losing party. A party which fails to comply with the seven (7) day period shall be required to pay an additional ten percent (10%) of the amounts as owed as liquidated damages for failure to comply with the decision or award. In the event the prevailing party is required to file suit to enforce the decision or award, and it prevails, it shall be entitled to recover its costs, including attorney's fees, from the losing party.

Section 3. The time limits specified in any step of the Grievance Procedure may be extended by mutual agreement of the parties initiated by the written request of one party to the other, at the appropriate Step of the Grievance Procedure. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without a request for an extension of time, shall be deemed a waiver of such grievance to the other without prejudice, or without precedent to the processing of and/or resolution of like or similar grievances or disputes.

Section 4. In order to encourage the resolution of disputes and grievances at Steps 1 and 2 of this Grievance Procedure, the parties agree that such settlements shall not be precedent-setting.

ARTICLE 12

UNION SECURITY

Section 1. All employees covered by this Agreement now in the employ of the Employer shall remain members in good standing in the Union during the term of this Agreement, and all employees hereinafter employed by the Employer, shall become members of the Union on the eighth (8th) day of their employment and shall remain members of the Union in good standing during the term of this Agreement. (This clause shall be effective only in those States permitting Union Security.)

Section 2. In interpreting good standing, an Employer shall not discharge any employee for non-membership in the Union: (a) if they have reasonable grounds for believing that such membership was not available to the employee on the same terms and conditions generally applicable to other members, or (b) that the Employer has reasonable grounds for believing that membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership.

ARTICLE 13
JURISDICTIONAL DISPUTE RESOLUTION

Section 1. The Employer shall assign all Covered Work in accordance with Appendix A. The assignments in Appendix A shall be applicable to work covered by this Agreement and shall not be construed as creating a work assignment precedent in jurisdictional disputes between the Parties on projects not covered by this Agreement.

Section 2. If a jurisdictional dispute arises on a project covered by this Agreement, the disposition of such dispute shall be as follows:

- a. The International Unions involved in the dispute shall promptly assign International Representatives to meet with the Employer and attempt a settlement.
- b. If the International Representatives in the previous step cannot reach agreement on the dispute within three (3) working days of their meeting, they shall jointly prepare and sign a complete statement of the facts and circumstances involved in the dispute, which shall be submitted within five (5) working days of their meeting to the representatives of the International Unions listed in Article 4, Section 6 involved in the dispute who shall promptly meet and attempt to reach a settlement.
- c. If the dispute is not settled by the representatives of the International Unions involved in the dispute at the previous step within five (5) working days of the referral of the dispute to them, then any International Union involved in the dispute may serve a demand for arbitration upon the other involved International Union(s) and the responsible contractor, and those parties shall within three (3) days mutually select one of the following designated arbitrators: Paul Greenberg, Thomas Pagan, or J.J. Pierson. The selected Arbitrator shall schedule the hearing within seven (7) business days from the date of selection. If the Arbitrator cannot hear the case within the required timeframe, one of the other arbitrators shall be selected to hear the case unless all parties agree to waive the seven-day time limit. In rendering the award, the Arbitrator shall determine:
 - i. First, whether the assignment is in accordance with Appendix A;
 - ii. Only if the Arbitrator finds that the assignment is not governed by Appendix A, or is not otherwise determined by Appendix A, shall the Arbitrator then determine whether an agreement of record or applicable agreement including a disclaimer agreement, between the International Unions to the dispute governs;

- iii. Only if the Arbitrator finds that the dispute is not covered by an appropriate or applicable agreement of record or agreement between the crafts to the dispute, shall the Arbitrator then consider the established trade practice in the industry and prevailing practice in the locality. Where there is a previous decision of record governing the case, the Arbitrator shall give equal weight to such decision of record, unless the prevailing practice in the locality in the past ten (10) years favors one craft. In that case, the Arbitrator shall base the Arbitrator's decision on the prevailing practice in the locality. Except that if the Arbitrator finds that a craft has improperly obtained the prevailing practice in the locality through raiding, the undercutting of wages or by the use of vertical agreements, the Arbitrator shall rely on the decision of record and established trade practice in the industry rather than the prevailing practice in the locality.
- iv. Only if none of the above criteria is found to exist, the Arbitrator shall then consider that because efficiency, cost or continuity and good management are essential to the well-being of the industry, the interests of the consumer or the past practices of the employer shall not be ignored.
- v. The Arbitrator shall set forth the basis for their award and shall explain their findings regarding the applicability of the above criteria. If lower-ranked criteria are relied upon, the Arbitrator shall explain why the higher-ranked criteria were not deemed applicable.
- vi. Each party to the arbitration shall bear its own expense for the arbitration and agrees that the fees and expenses of the Arbitrator shall be borne by the losing party or parties as determined by the Arbitrator.
- vii. Any award rendered shall be final and binding on the International Unions and Employer and may be enforced in any court of competent jurisdiction. Such award or resolution shall not establish a precedent on any other construction work or project.

ARTICLE 14

UNION REPRESENTATION

Section 1. Authorized representatives of the Unions and their local unions shall have access to the projects provided they do not interfere with the work of the employees and further provided that such representatives fully comply with the visitor and security rules established for the particular project. Employers recognize the right of access set forth in this Section and such access will not be unreasonably withheld from an authorized representative of the signatory Unions.

Section 2. Each Union which is a party to this Agreement shall have the right to designate a working journeyman as a Steward, for each shift being worked. Such designated Steward shall be a qualified employee performing the work of that craft and shall not exercise any supervisory functions. Each Steward shall be concerned with the employees of the Steward's Employer and not with the employees of any other Employer. The Steward shall be the last employee to be laid off, provided the Steward is qualified to perform the remaining work to be done at the job. The Steward shall not be terminated or laid off, except as the last employee, without prior notice to the Union.

ARTICLE 15 TRAVEL AND SUBSISTENCE

Section 1. Travel expenses, travel time, subsistence allowance and/or zone rates in applicable CBAs shall not apply. For projects located in sparsely populated or geographically remote areas where such payments are mutually deemed in the best interest of the project, the Employer and the Union shall negotiate the types and amounts of such payments.

ARTICLE 16 GENERAL WORKING CONDITIONS

Section 1. The selection of craft foremen and/or general foremen and the number of foremen required shall be entirely the responsibility of the Employer, it being understood that in the selection of such foremen and/or general foremen the Employer will give primary consideration to the qualified individuals available in the local area. All foremen shall take orders from the designated Employer representatives. Craft foremen shall be designated working foremen at the request of the Employer.

Section 2. There shall be no limit on production by employees nor restrictions on the full use of tools or equipment. Employees using tools shall perform any of the work of the trade and shall work under the direction of the craft foremen. There shall be no restrictions on efficient use of employees other than as may be required by safety regulations.

Section 3. The Employer shall establish reasonable project rules. These rules will be reviewed at the pre-job conference, posted at the project site and provided to each employee by the Employer. Any project rules established after the pre-job conference must be reviewed with the Unions at least forty-eight (48) hours prior to such rules taking effect.

ARTICLE 17

SAFETY

Section 1. The employees covered by the terms of this Agreement shall at all times while in the employ of the Employer be bound by the safety rules and regulations as established by the Employer in accordance with the Construction Safety Act and OSHA. These rules and regulations will be published and posted at conspicuous places throughout the project.

Section 2. In accordance with the requirements of OSHA, it shall be the exclusive responsibility of each Employer on a jobsite to which this Agreement applies, to assure safe working conditions for its employees and compliance by them with any safety rules contained herein or established by the Employer. Nothing in this Agreement will make the Unions or any of their local unions liable to any employees or to other persons in the event that injury or accident occurs.

Section 3. The parties to this Agreement do hereby recognize the need to provide a drug and alcohol-free workplace. Drug and alcohol testing for all work at Designated Projects shall be performed pursuant to the Employer's reasonable policies and procedures. Such policies and procedures will be reviewed at the pre-job conference, posted at the project site and provided to each employee by the Employer. Any such policies and procedures established after the pre-job conference must be reviewed with the Unions at least forty-eight (48) hours prior to such rules taking effect. All disputes arising out of implementation of these policies and procedures shall be subject to Article 11.

Section 4. An employee/applicant who has submitted a specimen for a screen and whose drug test's ultimate and final result is "Current" (Negative, Compliant) status, shall be compensated for any time that their scheduled shift/shifts worked while waiting for the ultimate and final result of the drug test. An employee/applicant whose ultimate and final substance abuse analysis results in "Non-Current" (non-negative, out of compliance) will not be compensated for any waiting time incurred.

ARTICLE 18

WORK STOPPAGES AND LOCKOUTS

Section 1. During the Term of this Agreement, no Employer shall engage in any lockout at the Project.

Section 2. During the Term of this Agreement, no signatory Union or any of its members, officers, stewards, agents, representatives, or employees shall instigate, authorize, support, sanction, maintain, or participate in any strike, walkout, work stoppage, work slowdown, work curtailment, cessation or interruption of production, or in

any picketing of the project for any reason including but not limited to the expiration of any of the applicable CBAs or any jurisdictional dispute on the Project. In the event of an economic strike or other job action upon the termination of an existing applicable CBA, in no event shall any adverse job action be directed against the project. Rather, all provisions of the subsequently negotiated applicable CBA shall be retroactive for all employees working at the project, provided such a provision for retroactivity is contained in the newly negotiated applicable CBA or otherwise agreed to between the parties to the newly negotiated applicable CBA.

Section 3. In the event that an Employer fails to pay any wages or fringe benefits to any employee performing work under this Agreement or fringe benefit fund established under any of the applicable CBAs and/or Trust Agreements incorporated therein as to the obligation and/or payment of fringe benefit contributions and/or wages provided under the applicable CBA and/or Trust Agreement incorporated therein, upon forty-eight (48) hours' notice to the owner or developer, the signatory Unions retain the right to instigate, authorize, support, sanction, maintain, or participate in any strike, walkout, work stoppage, work slowdown, work curtailment, cessation or interruption of production, or in any picketing of the project until an amount sufficient to satisfy the amount claimed has been paid to such employee, signatory Union, or fringe benefit fund.

Section 4. Neither the Union nor its applicable local union shall be liable for acts of employees for which it has no responsibility. The International Union General President(s) will immediately instruct, order and use the best efforts of their office to cause the local union(s) to cease any violations of this Article. An International Union complying with this obligation shall not be liable for unauthorized acts of its local union. The principal officer or officers of a local union will immediately instruct, order and use the best efforts of their office to cause the employees the local union represents to cease any violations of the Article. A local union complying with this obligation shall not be liable for unauthorized acts of employees it represents. The failure of the Employer to exercise its right in any instances shall not be deemed a waiver of its right in any other instance.

ARTICLE 19

SUBCONTRACTING

Section 1. The Employer agrees that neither it nor any of its subcontractors of any tier will subcontract any work to be done on the project except to a person, firm or corporation party to this Agreement. Any Employer on a project covered by this Agreement shall as a condition to working on said project, become signatory to and perform all work under the terms of this Agreement.

Section 2. The General Contractor shall require all contractors of whatever tier to accept and be bound by this Agreement by executing the Letter of Assent set forth in Appendix B prior to their

commencement of work. The General Contractor shall submit each Employer's Letter of Assent to each of the signatory Unions prior to the Employer's performance of Covered Work on a project. In addition, the General Contractor shall assure that all tiers of sub-contractors comply with the terms and conditions of this Agreement. The furnishing of materials, supplies or other equipment and the delivery thereof shall in no case be considered subcontracting.

ARTICLE 20 AMENDMENTS

Section 1. The parties may mutually agree to modify terms of this Agreement in an addendum to this Agreement, except that the parties shall not make any modifications to the jurisdictional assignments in Appendix A unless such modifications are required by law or agreed to by all Unions.

ARTICLE 21 GENERAL SAVINGS CLAUSE

Section 1. If the application of any Article or provision of this Agreement, including its Appendices, conflict with state or local laws of any type for the area in which the project is being constructed, the parties agree that the conflicting application shall have no force and that the Agreement shall instead be applied in accordance with the law. Moreover, if any Article or provision of this Agreement shall be declared invalid, inoperative or unenforceable by any competent authority of the executive, legislative, judicial or administrative branch of the Federal or any State government, the Employer and the Union shall suspend the operation of such Article or provision during the period of its invalidity and shall substitute by mutual consent, in its place and stead, an Article or provision which will meet the objections to its validity and which will be in accord with the intent and purpose of the Article or provision in question.

Section 2. If any Article or provision of this Agreement shall be held invalid, inoperative or unenforceable by operation of law or by any of the above mentioned tribunals of competent jurisdiction, the remainder of this Agreement or the application of such Article or provision to persons or circumstances other than those as to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.

**APPENDIX A
JURISDICTIONAL ASSIGNMENTS**

Item	Work Description	Assignment
General Requirements		
1	All Hoisting With Cranes	IUOE
2	Telehandlers	IUOE
3	Construction Traffic Control & Signing	LIUNA
4	Temporary Fencing	LIUNA/IUOE
5	Site Surveying, Layout* & Grade Control Points	Specialty Subcontractor

*If General Contractor self-performs layout during the excavation of the Projects, a laborer will be utilized in the crew to stake grade marks.

6	Temporary Facilities & Yard	IUOE/LIUNA
7	PV Metering, Monitoring	Specialty Subcontractor
8	Third Party Testing & Quality Control	IBEW/IUOE/LIUNA
9	Off-Road Transportation Vehicles	Each Craft/Busses as needed
10	General Site Clean-Up	LIUNA

**Use of Gators or transportation vehicles of the like for general site clean-up shall be performed by LIUNA.

11	Earth Auguring & Earth Excavation (if required)	IUOE
12	Installation of Solar Panel Foundations (Stone)	IUOE/LIUNA
13	Installation of Solar Panel Foundations (Concrete)	IUOE/LIUNA
14	Installation of Solar Panel Posts *****For solar panel post installation, a two-person crew shall consist of one operator and one laborer; a three-person crew shall consist of one operator and two laborers. In the event that a new industry-wide piece of equipment is brought on-site for installation of solar panel posts, it is understood and agreed to that for every one operator manning such equipment, one laborer shall man such equipment.	IUOE/LIUNA

15	Unloading Materials in Laydown Yard	IUOE/LIUNA
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****It is understood that the post, rack, and panel are delivered to the point of installation by IUOE and LIUNA. IBEW is not prohibited from obtaining materials needed for the completion of the work such, junction boxes, combiner boxes, electrical cable, CAB system and other materials required to be kitted prior to bringing them to the point of installation.

16	Unloading and Distribution of Materials in the Field	IUOE/LIUNA
17	Installation of Panel Racking System	LIUNA/IUOE
<p>a. Mechanical assembly of post caps, bearings, torque tubes, purlins—LIUNA b. Operation of Telehandler for Panel Racking System installation—IUOE</p> <p>In the event LIUNA or the IUOE cannot fulfill the manpower requirements of item 17, the Employer(s) shall use the IBEW to perform the work prior to seeking workforce elsewhere.</p>		
17.1	Installation of Motors, grounding and bonding and controls for Panel Racking System *Electrical testing to confirm Panel Racking System is an electrically bonded assembly and part of the Equipment Grounding System to be performed by IBEW. Troubleshooting and corrective action of a failed electrical test to be performed by IBEW.	IBEW
18	Forming (if required)	LIUNA
19	Placement of Structural Concrete (if required)	LIUNA
20	Stripping of Forms (if required)	LIUNA
21	Backfilling & Compaction of Subsoil/Topsoil at Completed Solar Panel Foundations (if required)	IUOE/LIUNA
22	Site Restoration	IUOE/LIUNA
Access Roads, Perimeter Fencing, Erosion Control, Landscaping		
23	Stripping & Excavation of Access Roads	IUOE
24	Installation of Filter Cloth for Access Road Construction (if required)	IUOE/LIUNA
25	Installation & Placement of Granual Materials	IUOE
26	Compaction & Grading of Granual Materials	IUOE
27	Installation of CMP Culverts at Driveway & Water Coarse Crossings	IUOE/LIUNA
28	Installation of Perimeter Fencing	IUOE/LIUNA Specialty Subcontractor
29	Hauling of Site Excavated Materials	IUOE
30	Vegetation Management & Weed Control	LIUNA
31	Dust Control	LIUNA

****Operation of large water trucks shall be performed by IUOE. However, any use of a Gator or transportation vehicle of the like to be used for dust control shall be performed by

LIUNA.

32	Installation & Maintenance of Stormwater Pollution Prevention Plan Systems & Equipment	LIUNA
Solar Panel Erection, Panel Wiring, Collection, Current Inversion, Substation		
33	Offloading of Solar Panel Modules in Yard	IUOE/LIUNA
34	Offloading, Distribution & Unwrapping of Solar Panel Modules in Field	IUOE/LIUNA
34.1	Removal of packing material, wrapping and debris: IUOE to operate skidsteers; LIUNA to operate gators	LIUNA/IUOE
35	Place Solar Panel Modules ***** In the event that the IBEW cannot fulfill the manpower requirements of item 35, the Employer(s) shall use LIUNA to perform the work prior to seeking workforce elsewhere.	IBEW

36	Connect Panels to D.C. Wiring Harness	IBEW
37	Install Wiring Harnesses	IBEW
38	Installation of Inverter Foundations (Stone)	IUOE/LIUNA
39	Installation of Inverter Foundation (Concrete)	IUOE/LIUNA
40	Install Combiner Boxes	IBEW
41	Trench for D.C. Cables to Inverter *****D.C. Trench excavation and backfill will be done by IUOE/LIUNA, but during the installation of the cables, IBEW will do incidental excavation in pre-excavated trenches	IBEW/IUOE/LIUNA

42	Install Underground D.C. Cabling	IBEW
43	Terminate D.C. Cabling	IBEW
44	Install Inverter Skids	IBEW/IUOE
45	Terminate Inverter Skids	IBEW
46	Install Junction Boxes	IBEW
47	Trench for A.C. Cables to Transformer *****A.C. Trench excavation and backfill will be done by IUOE/LIUNA, but during the installation of the cables, IBEW will do incidental excavation in pre-excavated trenches.	IBEW/IUOE/LIUNA

48	Install Underground A.C. Cabling	IBEW
49	Terminate A.C. Cabling	IBEW
50	Install Transformers	IBEW/IUOE

51	Low Voltage Start-up Testing & Commissioning	IBEW
52	Operation of Skidsteers	IUOE
53	Operation of Gators	LIUNA

Energy Storage Foundations		
54	Installation of Energy Storage Unit Foundations (Stone)	IUOE/LIUNA
55	Installation of Energy Storage Unit Foundations (Concrete)	IUOE/LIUNA
56	Installation of Underground Electrical Raceways including all trenching and backfill done by hand	IBEW
	***Equipment used for trenching shall be assigned to the IUOE	IUOE
57	Unloading Materials in Laydown Yard	IUOE/LIUNA
58	Forming (if required)	LIUNA
59	Placement of Structural Concrete (if required)	LIUNA
60	Stripping of Forms (if required)	LIUNA
61	Backfilling & Compaction of Subsoil/Topsoil at Foundations (if required)	IUOE/LIUNA
62	Site Restoration	IUOE/LIUNA
Energy Storage Systems		
63	Offloading of Containerized or Individual Energy Storage Systems	IBEW/IUOE/LIUNA
64	Installation and Assembly of Battery Packs	IBEW
65	Installation and Assembly of Energy Storage System Racking and Equipment	IBEW
66	Welding	IBEW
67	Cube to Cube Connections of All Megapacks	IBEW
68	Installation of Inverters	IBEW
69	Installation of Inverter Foundation (Concrete)	IUOE/LIUNA
70	Installation of Transformers	IBEW
71	Installation of Power Cables and Associated Raceways both Above and Below Ground	IBEW
72	Termination of Power Cabling	IBEW
73	Installation of Grounding and Bonding Systems Including All Related Wiring and Components	IBEW
74	Installation and Testing of All Monitoring and Maintaining Equipment	IBEW
75	Installation of Electrical Safety Components	IBEW

76	Electrically Activated Fire and Smoke Detecting and Protection Devices	IBEW
77	Installation of Data Cables and Associated Raceways both Above and Below Ground	IBEW
78	Terminating of Data Cabling	IBEW
79	Start-up and Commissioning of All Equipment	IBEW/Specialty Contractor
80	Clean-up of Electrical Materials	IBEW

APPENDIX B
SUBCONTRACTOR LETTER OF ASSENT

_____, 20____
Month Day

The undersigned employer (“Subcontractor”) has received and reviewed a copy of the National Tri-Trade Solar Agreement (“Agreement”), and hereby:

- (1) On behalf of itself and all its employees, accepts and agrees to be bound by the terms and conditions of the Agreement, together with any and all amendments and supplements now existing or which are later made thereto, and understands that any act of non-compliance with all such terms and conditions, will subject the Subcontractor to being prohibited from working on any project covered by the Agreement until full compliance is obtained.
- (2) Agrees to be bound by the legally established collective bargaining agreements and local trust agreements as set forth in the Agreement and this Letter of Assent but only for work covered, and as required, by the Agreement.
- (3) Authorizes the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by Subcontractor but only for work covered, and as required, by the Agreement.
- (4) Certifies that it has no commitments or agreements which would preclude its full compliance with the terms and conditions of the Agreement.
- (5) Agrees to secure from any Contractor(s) (as defined in the Agreement) which is or becomes a subcontractor(s) (of any tier), a duly executed Letter of Assent in form identical to this document prior to commencement of any work.

Company Name (Print)

Authorized Company Officer/Representative (Signature)

Authorized Company Officer/Representative Name (Print)

Authorized Company Officer/Representative Title (Print)

Phone Number

E-Mail Address (Print)

APPENDIX C

NATIONAL PARTICIPATION AGREEMENT OF THE LABORERS'-EMPLOYERS BENEFIT PLAN COLLECTION TRUST

Background

1. The Employer has entered into a Collective Bargaining Agreement with the Union which requires the Employer to make periodic contributions to various benefit funds with regard to covered employees. These funds are subject to Section 302(c) of the Labor Management Relations (Taft-Hartley) Act which requires contributing employers to adopt the funds' trust agreements as a condition of contributing. The Employer wishes to satisfy that obligation with regard to all funds by execution of a single document.

2. The Employer also wishes to satisfy its periodic contribution obligations to all of the benefit funds by submitting its required payments and reports to the Laborers-Employers Benefit Plan Collection Trust ("Collection Trust") which, as a clearinghouse, will distribute the payments received from the Employer to the appropriate funds in accordance with the terms of the Collective Bargaining Agreement. By submitting such contributions to the Collection Trust, the Employer avoids the burdens of submitting multiple periodic reports and payments to multiple funds by submitting one report and one payment to the Collection Trust.

3. To the extent that the Employer has also agreed to deduct Union dues or other voluntary payments to Union-related organizations from the wages or salary payable to its employees and submit same to the Union or other organization, the Employer wishes to satisfy that obligation by submitting same to the Collection Trust for distribution to the Union or other organization.

4. This Participation Agreement may be adopted by express reference to it in the Collective Bargaining Agreement that binds the Employer and all of the other Employers bound by the Collective Bargaining Agreement. Alternatively, this Participation Agreement may be adopted by an individual Employer with the consent of the Union, in which case the Employer and the Union must sign this Participation Agreement at the bottom.

Agreement

To accomplish the purposes described above and in consideration of the mutual promises reflected in the Collective Bargaining Agreement of which this Participation Agreement is a part, the Employer and the Union hereby agree as follows.

1. The Employer hereby adopts and accepts the agreement and declaration of trust of each of the benefit funds referenced in the Collective Bargaining Agreement to the same effect as if the Employer signed each such document. The Employer hereby acknowledges that it has received each agreement and declaration of trust or that each such document has been made available to the Employer.

2. All benefit fund contributions required by the Collective Bargaining Agreement shall be submitted to the Collection Trust. The contributions shall be made at the rates set forth in the Collective Bargaining Agreement. The contributions shall be submitted to the Collection Trust at such times and in such manner as required by the Collection Trust, but no less frequently than monthly. The Employer shall also submit to the Collection Trust such written reports verifying its contributions as the Collection Trust may require.

3. The Employer's contributions shall be deemed paid upon receipt by the Collection Trust. The Collection Trust shall distribute the payments that it receives to the appropriate funds, as identified in the Collective Bargaining Agreement, as soon as practicable after receipt.

4. (a) In the event that the Employer fails to submit contributions or

reports when due, the Employer shall be considered delinquent and in default. The Employer shall be subject to all rules, procedures, and remedies relating to delinquent contributions that each benefit fund has adopted, which may include the imposition of interest, liquidated damages, auditing fees, collection costs, and attorneys' fees. A delinquent Employer may be sued by any benefit fund, or by the Collection Trust, to collect delinquent contributions and obtain other relief from the Employer for its own benefit or for the benefit of all benefit funds to which the Employer is delinquent.

(b) A delinquent Employer may also be subject to any remedies or penalties provided under the Collective Bargaining Agreement. However, no grievance, arbitration or other dispute resolution procedure provided for by the Collective Bargaining Agreement shall in any way limit the right of the Collection Trust or of any benefit fund to bring a lawsuit to collect amounts owed by the Employer.

(c) Each benefit fund and the Collection Trust shall be entitled, from time-to-time, to audit the payroll and related records of the Employer to verify the accuracy of the contributions made by the Employer. Such an audit shall be at the benefit fund's or the Collection Trust's expense, unless the Employer is delinquent and the benefit fund's or Collection Trust's rules provide otherwise.

5. In addition to the contributions to benefit funds required by the Collective Bargaining Agreement, the Employer shall contribute ten cents (\$0.10) for each hour worked under the Collective Bargaining Agreement for the benefit of the Collection Trust itself. This rate of contributions may be increased from time-to-time by agreement between the Employer and the Union. Such contributions shall be submitted to the Collection Trust periodically with the Employer's contributions to the benefit funds. If the Employer is more than sixty (60) days delinquent in submitting contributions owed to the Collection Trust, the Collection Trust shall be entitled to interest at the rate of 1.0% per month compounded from the date on which the contributions were due and the costs of collection, including attorneys fees.

6. To the extent that the Employer has also agreed in the Collective Bargaining Agreement to deduct Union dues and / or other voluntary payments to Union-related organizations from the wages or salary payable to its employees and submit same to the Union or other organization, the Employer shall satisfy such obligation by periodically submitting same to the Collection Trust at such times and in such manner as provided in the Collective Bargaining Agreement or in another agreement between the Employer and the Union.

7. The Collection Trust shall have no responsibility or liability to any party or third party beyond distributing the amounts it receives from the Employer on behalf of a benefit fund, the Union, or Union-sponsored organization to such fund, Union or other organization. To defray part of its costs, the Collection Trust may retain any interest income earned on contributions and other sums received from the Employer while such amounts are on deposit in the Collection Trust's account awaiting distribution and payment.

8. This Participation Agreement shall be effective as of the effective date of the Collective Bargaining Agreement, or such later date as this Participation Agreement is adopted by the Employer and the Union and a copy is delivered to the Collection Trust. This Participation Agreement shall remain in effect for the term of the Collective Bargaining Agreement, including any extension thereof, and for the term(s) of any successor collective bargaining agreement(s) unless terminated earlier by a written agreement between the Employer and the Union that is delivered to the Collection Trust.

Acknowledgment

The Employer and the Union acknowledge their agreement to the terms set forth above by causing their authorized representatives to place their signatures below.

FOR THE EMPLOYER:

Name of Employer: _____

Name of Representative: _____

Signature: _____

Date: _____

FOR THE UNION:

Name of Union: _____

Name of Representative: _____

Signature: _____

Date: _____

NOTE: A copy of this Participation Agreement as well as a copy of the Collective Bargaining Agreement (and of any successor agreement) must be delivered to the Collection Trust at the following address:

Michael DiBitetto
Administrator
Laborers-Employers Benefit Plan Collection Trust
905 16th Street, N.W.
Washington, D.C. 20006

National Tri-Trade Solar Agreement Request Form

1. Name of Project		2. Date	
3. Name of Requesting Company		4. Name of Client	
5. Location of Project (city & state)			
6. Prime or General Contractor			
7. General Description of Project			
8. Award Date	9. Start Date	10. Duration	11. Project Dollar Value
12. Name of Contractor Representative		13. Telephone Number/Fax Number	
14. Estimated Total Project Craft Manhours			
15. Work to be Subcontracted			
16. Remarks			
17. Accepted by: IBEW <input type="checkbox"/> LIUNA <input type="checkbox"/> IUOE <input type="checkbox"/>			
Date:			

Application process for utilization of the National Tri-Trade Solar Agreement

In accordance with Article 4, Section 1, all requests to utilize the Agreement must include the enclosed project request form and be sent by email to the following recipients:

- For LiUNA
 - Brendan O’Sullivan
 - Email: constmail@liuna.org
 - Phone: (202) 942-2335
- For the IBEW
 - Matt Paules
 - Email: Construction@IBEW.org
 - Phone: (202) 728-6078
- For the IUOE
 - John Downey
 - Email: Construction@iuoe.org
 - Phone: (202) 778-2684

The Unions will individually respond to the Employer within 10 business days or less following receipt of the request whether the Agreement may be applied to the Employer's project. If approved, the Unions shall then instruct the Employer to provide their signature to the Agreement and return it to the Unions. The Agreement is not in effect until an executed copy is returned to the Unions by the Employer.