

**MICRON BOISE EXPANSION
PROJECT LABOR AGREEMENT**

November 28, 2023

TABLE OF CONTENTS

ARTICLE 1 - PREAMBLE..... 4
 SECTION 1. PARTIES TO THE AGREEMENT..... 5
ARTICLE 2 - GENERAL CONDITIONS 5
 SECTION 1. DEFINITIONS..... 5
 SECTION 2. CONDITIONS FOR AGREEMENT TO BECOME AND REMAIN
 EFFECTIVE 6
 SECTION 3. ENTITIES BOUND & ADMINISTRATION OF AGREEMENT 6
 SECTION 4. SUPREMACY CLAUSE..... 7
 SECTION 5. LIABILITY..... 7
 SECTION 6. AVAILABILITY AND APPLICABILITY TO ALL SUCCESSFUL
 BIDDERS 8
ARTICLE 3 - SCOPE OF THE AGREEMENT..... 8
 SECTION 1. THE WORK..... 8
 SECTION 2. EXCLUDED EMPLOYEES & WORK 9
 SECTION 3. EXCLUDED ENTITIES AND WORK..... 10
 SECTION 4. TERM OF AGREEMENT..... 11
ARTICLE 4 - UNION RECOGNITION AND EMPLOYMENT..... 12
 SECTION 1. PRE-HIRE RECOGNITION 12
 SECTION 2. UNION REFERRAL 12
 SECTION 3. NON-DISCRIMINATION IN REFERRALS 13
 SECTION 4. MINORITY AND FEMALE REFERRALS FROM THE
 SURROUNDING GEOGRAPHIC AREA..... 13
 SECTION 5. CROSS AND QUALIFIED REFERRALS 14
 SECTION 6. CRAFT FOREPERSONS AND GENERAL FOREPERSONS..... 14
ARTICLE 5 - WORKFORCE DEVELOPMENT, ANTI-DISCRIMINATION,
 DIVERSITY, EQUITY AND INCLUSION 14
ARTICLE 6 - UNION REPRESENTATION 19
 SECTION 1. LOCAL UNION REPRESENTATIVE..... 19
 SECTION 2. STEWARDS 19
 SECTION 3. LAYOFF OF A STEWARD..... 19
ARTICLE 7 - MANAGEMENT’S RIGHTS 20
 SECTION 1. RESERVATION OF RIGHTS 20

| | |
|---|----|
| SECTION 2. MATERIALS, METHODS & EQUIPMENT | 20 |
| ARTICLE 8 - WORK STOPPAGES AND LOCKOUTS | 20 |
| SECTION 1. NO STRIKES-NO LOCKOUT | 20 |
| SECTION 2. NOTIFICATION | 21 |
| SECTION 3. EXPEDITED ARBITRATION..... | 21 |
| SECTION 4. ARBITRATION OF DISCHARGES FOR VIOLATION..... | 23 |
| ARTICLE 9 - LABOR MANAGEMENT COMMITTEE | 23 |
| SECTION 1. MEETINGS AND PURPOSE | 23 |
| SECTION 2. COMPOSITION | 23 |
| ARTICLE 10 - GRIEVANCE & ARBITRATION PROCEDURE | 24 |
| ARTICLE 11 - JURISDICTIONAL DISPUTES | 25 |
| ARTICLE 12 - WAGES AND BENEFITS..... | 26 |
| SECTION 1. CLASSIFICATION AND BASE HOURLY RATE | 26 |
| SECTION 2. EMPLOYEE BENEFIT FUNDS..... | 27 |
| ARTICLE 13 - HOURS OF WORK. PREMIUM PAYMENTS. SHIFTS & HOLIDAYS | 28 |
| SECTION 1. WORK WEEK AND WORK DAY | 28 |
| SECTION 2. SHIFT WORK | 28 |
| SECTION 3. OVERTIME | 29 |
| SECTION 4. HOLIDAYS | 29 |
| SECTION 5. REPORTING PAY | 30 |
| SECTION 6. PAYMENT OF WAGES | 30 |
| SECTION 7. EMERGENCY WORK SUSPENSION | 30 |
| SECTION 8. TIME KEEPING..... | 31 |
| SECTION 9. MEAL PERIOD..... | 31 |
| SECTION 10. BREAK PERIODS | 31 |
| ARTICLE 14 - SAFETY PROTECTION OF PERSON AND PROPERTY | 32 |
| SECTION 1. SAFETY REQUIREMENTS..... | 32 |
| SECTION 2. CONTRACTOR/PROJECT RULES & REGULATIONS..... | 32 |
| SECTION 3. INSPECTIONS | 33 |
| SECTION 4. SUBSTANCE ABUSE TESTING..... | 33 |
| ARTICLE 15 - GENERAL TERMS | 34 |
| SECTION 1. TOOLS OF THE TRADES- EMERGENCY USE..... | 34 |

| | |
|---|----|
| SECTION 2. TEMPORARY SERVICES | 34 |
| SECTION 3. INSURANCE..... | 34 |
| SECTION 4. FULL WORK DAY..... | 34 |
| ARTICLE 16 - SAVINGS AND SEPARABILITY | 35 |
| SECTION 1. THIS AGREEMENT | 35 |
| SECTION 2. THE BID SPECIFICATIONS | 35 |
| SECTION 3. NON-LIABILITY..... | 35 |
| SECTION 4. NON-WAIVER..... | 35 |
| ARTICLE 17 - FUTURE CHANGES IN SCHEDULE A AREA CONTRACTS..... | 35 |
| SECTION 1. CHANGES TO AREA CONTRACTS..... | 35 |
| SECTION 2. LABOR DISPUTES DURING AREA CONTRACT NEGOTIATIONS..... | 36 |
| ARTICLE 18 - TERM & EXECUTION | 36 |
| SECTION 1. TERM OF AGREEMENT..... | 36 |
| SECTION 2. EXECUTION OF AGREEMENT..... | 36 |
| SCHEDULE A - COLLECTIVE BARGAINING AGREEMENTS..... | 40 |
| SCHEDULE B - DAVIS-BACON WAGE DECISION | 41 |
| SCHEDULE C - LETTER OF ASSENT..... | 42 |
| SCHEDULE D - PRE-JOB QUESTIONNAIRE | 43 |
| SCHEDULE E - JURISDICTION OF UNIONS..... | 52 |
| SCHEDULE F - DRUG TESTING POLICY..... | 53 |
| SCHEDULE G - | 57 |

MICRON BOISE EXPANSION PROJECT LABOR AGREEMENT

ARTICLE 1 - PREAMBLE

WHEREAS, Micron Semiconductor Idaho Manufacturing (Triton) LLC (hereinafter “Owner”) has hired EXYTE U.S., Inc. (hereinafter “EPC Prime Contractor”) for the project described herein (“Project”); and

WHEREAS, EPC Prime Contractor is required by the terms of its engagement with Owner to become a party to this Project Labor Agreement (hereinafter “Agreement”); and

WHEREAS, all parties to this Agreement acknowledge that the construction of the Project, as more fully defined in Article 3, is important to the development of the local, state, and national economies and the enhancement of national security, as intended by the Thornberry National Defense Authorization Act of 2021 (“CHIPS Act”), and that the use of a project labor agreement as it relates to the Project is in the public interest; and

WHEREAS, the parties to this Agreement recognize the need for the timely completion of the Project without interruption or delay; and

WHEREAS, this Agreement is intended to enhance this cooperative effort through the establishment of a framework for labor-management collaboration and stability, and aims to provide comprehensive and standardized mechanisms for the settlement of work disputes, including those relating to work jurisdiction, that may otherwise add time and cost to completion of the Project; and

WHEREAS, the Contractors and the Unions, both as defined in Article 2, Section 1, agree that the timely construction of this Project will require a substantial number of employees from construction and crafts possessing skills and qualifications that are vital to its completion; and that this may require the recruitment and employment of skilled workers who are not members of labor organizations, and/or who are from outside the Project’s locale; and

WHEREAS, the Contractors and the Unions will work together to furnish skilled, efficient craftworkers for the construction of the Project, and the Unions commit to make available skilled workers promptly, so worker absences do not lead to delays; and

WHEREAS, the parties are committed to supporting the development of an equity-driven workforce that supports job creation and expands employment opportunities for economically disadvantaged individuals; and

WHEREAS, the parties acknowledge that improving employment opportunities for local residents, minorities, women, and veterans is crucial to creating good-paying jobs that benefit American workers, including economically disadvantaged and underrepresented individuals and communities; and

WHEREAS, the parties commit that this Agreement will support the involvement of small and minority-owned businesses in the Project to achieve supplier diversity, and the Unions specifically agree to provide equitable training opportunities, including opportunities for pre-apprenticeship pathways to registered apprenticeship programs, employment placement, and advancement for entry level workers; and

WHEREAS, the parties recognize that safety is a foundational priority for this Project and commit to creating a culture focused on health and safety that includes tracking workplace illnesses and injuries on the project site, and training employees regarding Project safety specifics;

NOW, THEREFORE, in recognition of the special needs of the Project, and to maintain a spirit of harmony, labor-management peace, and stability during the term of this Agreement, the Parties enter into this Agreement, which incorporates the above recitals as essential to the Project.

SECTION 1. PARTIES TO THE AGREEMENT

This Agreement is entered into this ____ day of _____, 2023 (the “Effective Date”), by and between the EPC Prime Contractor, its successors and assigns, on behalf of the Owner, and the signatory labor organizations on behalf of themselves and their members, with respect to the new Micron semiconductor manufacturing facility located in Boise, Idaho Expansion Project, as depicted in Schedule H (hereinafter “Project”).

ARTICLE 2 - GENERAL CONDITIONS

SECTION 1. DEFINITIONS

Throughout this Agreement:

(A) the term “Contractor” or “Contractors” shall include all construction contractors and subcontractors of whatever tier engaged in onsite construction work at the Project site who have agreed to be bound by this Agreement, including the EPC Prime Contractor when it performs construction work within the scope of this Agreement;

(B) the term “EPC Prime Contractor” is used where specific reference to the entity designated by the Owner as EPC Prime Contractor (and any successor or other or multiple EPC Prime Contractor(s) designated by the Owner) is intended;

(C) the term “Union” or “Unions” shall include all labor organizations, as that term is defined in Section 2(5) of the National Labor Relations Act, who become signatory to this Agreement; and

(D) the term “construction” means: (i) new construction work related to the construction of Micron’s new semiconductor manufacturing facility as depicted in Schedule H on or after the Effective Date of this Agreement; and (ii) fit-up and systems work related to Micron’s semiconductor manufacturing facility. The term “construction” shall not mean modifications of existing facilities, systems and/or any site maintenance repair or operation, nor does the term “construction” include work excluded elsewhere in this Agreement.

SECTION 2. CONDITIONS FOR AGREEMENT TO BECOME AND REMAIN EFFECTIVE

This Agreement shall not become effective unless each of the following conditions are met: (1) the Agreement is signed by the Unions listed on the signature pages to this Agreement; (2) the Agreement is authorized and approved by the Owner; and (3) the Agreement is signed by the EPC Prime Contractor.

SECTION 3. ENTITIES BOUND & ADMINISTRATION OF AGREEMENT

(A) This Agreement shall be binding on the Southwest Idaho East Oregon Building and Construction Trades Council and its signatory affiliated unions (each “Union” and together “Unions”), the EPC Prime Contractor and all Contractors performing on-site Project work as defined in Article 3 and each of their successors and assigns hereto, but not to its or their parents, affiliates, or subsidiaries.

(B) This Agreement shall be administered by the EPC Prime Contractor on behalf of all Contractors. The EPC Prime Contractor shall require all Contractors who have been awarded contracts for work covered by this Agreement to accept and be bound by the terms and conditions of this Agreement by executing a Letter of Assent in the form annexed hereto at Schedule C prior to commencing work. All Contractors who subcontract the performance of Project work shall require their subcontractors, of whatever tier, to become bound by this Agreement by executing a “Letter of Assent” in the form annexed hereto at Schedule C prior to commencing work.

(C) The Owner is a beneficiary of and to this Agreement, but is not a Party and is not bound by this Agreement. The Owner and/or the EPC Prime Contractor have the absolute right to select any qualified bidder for the award of contracts on this Project, without reference to the existence or non-existence of any agreement(s) between such bidder and any party to this

Agreement; provided only, however, that such bidder must sign the Letter of Assent in the form annexed hereto at Schedule C should it be designated the successful bidder.

(D) It is understood that the Owner controls access to the Project site, and may in its sole discretion terminate, delay and/or suspend any or all portions of the Project work at any time. Likewise, the Owner may permanently or temporarily remove any person or employee from the Project site at any time for reasons that are not arbitrary or capricious, and that are consistent with Owner's policies.

SECTION 4. SUPREMACY CLAUSE

(A) Except as set forth herein, this Agreement, together with the Schedules appended hereto, represents the complete understanding of all signatories and supersedes any national agreement, local agreement or other collective bargaining agreement of any type, including non-construction divisions of the local unions signatory hereto which would otherwise apply to this Project, in whole or in part;

(B) Where this Agreement is silent on a subject, that subject shall be governed by the applicable Schedule A collective bargaining agreement. Where a subject covered by the provisions, explicit or implicit, of this Agreement is also covered by a Schedule A collective bargaining agreement, the provisions of this Agreement shall prevail, except for work performed under the NTD Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, the National Refractory Agreement, the IBB National Specialty Agreement for the United States (as it applies to welding) and the UA National Specialty Agreement for the United States (as it applies to welding), the National Agreement of the International Union of Elevator Constructors, and instrument calibration work and loop checking covered by the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, as to which said agreements shall prevail except for the dispute resolution mechanisms contained therein, as to which this Agreement shall prevail.

(C) No practice, understanding or agreement between a Contractor and a Union which is not explicitly set forth in this Agreement shall be binding on this Project unless endorsed in writing by the EPC Prime Contractor.

SECTION 5. LIABILITY

The liability of any Contractor and the liability of any Union under this Agreement shall be several and not joint. The EPC Prime Contractor and any Contractor shall not be liable for any

violations of this Agreement by any other Contractor except that they shall use commercially reasonable means to ensure compliance with this Agreement and the Unions shall not be liable for any violations of this Agreement by any other Union, except that the Southwest Idaho Eastern Oregon Building and Construction Trades Council shall use commercially reasonable means to ensure compliance with this Agreement by all of its participating affiliated unions. Under no circumstances shall the Owner be liable to any Party or any other person or entity by reason of this Agreement.

SECTION 6. AVAILABILITY AND APPLICABILITY TO ALL SUCCESSFUL BIDDERS

The Unions agree that this Agreement will be made available to and will fully apply to any successful bidder for Project work without regard to whether that successful bidder performs work at other sites on either a union or non-union basis, without regard to whether employees of such successful bidder are, or are not, members of any of the Unions and without regard to whether the bidder has an existing contract with any Union or Unions. This Agreement shall not apply to the work of any Contractor performed at any location other than the Project site, as defined in Article 3.

ARTICLE 3 - SCOPE OF THE AGREEMENT

SECTION 1. THE WORK

(A) It is understood that by virtue of having become bound to this Agreement, neither the EPC Prime Contractor nor the Contractors will be obligated to sign any other local, area, or national collective bargaining agreement with any labor organization.

(B) Nothing contained herein shall be construed to prohibit, restrict, or interfere with the performance of any other operation, work, or function not covered by this Agreement but which may occur at the Project site or be associated with the development of the Project.

(C) This Agreement shall apply and is strictly limited to on-site construction activities related to the construction of Micron's new semiconductor manufacturing facility located in Boise, Idaho Expansion Project as depicted in Schedule H. While this Agreement shall apply to the core and shell work related to the approximately 600,000 square feet of cleanroom space within Micron's new semiconductor manufacturing facility; it shall not apply to the installation of tools and/or equipment within said cleanroom. This Agreement shall not apply to individuals or work excluded in Sections 2 or 3 below or elsewhere in this Agreement.

SECTION 2. EXCLUDED EMPLOYEES & WORK

(A) The following persons are not subject to the provisions of this Agreement, even though performing work on the Project:

- (i) Superintendents, supervisors, engineers, inspectors and testers, quality control/assurance personnel, timekeepers, mail carriers, clerks, office workers, messengers, safety and security personnel, non-manual employees, project design consultants, and all professional, engineering, administrative and management persons;
- (ii) Employees of Owner who perform *de minimis* trade construction Project work;
- (iii) Individuals and entities engaged in off-site work, including but not limited to manufacture, modifications, repair, maintenance, assembly, painting, handling, fabrication, or pre-fabrication of Project site components, materials, equipment, or machinery, or involved in deliveries to and from the Project site, except for off-site work performed at a location or facility dedicated solely to providing services for the Project site and deliveries from such dedicated site or facility;
- (iv) Employees of the EPC Prime Contractor and entities directly contracted by the EPC Prime Contractor who are not engaged in trade construction Project work, including but not limited to transportation from, in, and/or on the Project site;
- (v) Employees or contractors of equipment manufacturers and suppliers, or factory technicians involved in on-site installation, start-up or warranty work;
- (vi) Persons engaged in laboratory, geophysical, or other specialty testing, inspections, or surveying pursuant to a professional services agreement between the Owner, EPC Prime Contractor, or any of the Owner's other professional consultants and such laboratory, testing, inspection, or surveying firm;
- (vii) Persons engaged in ancillary Project work performed by third parties, such as utility companies, telephone companies, and railroads;
- (viii) Employees of subcontractors and/or suppliers and/or independent haulers engaged in use of vehicles for delivery of and pick up of materials or supplies at the Project site, except for use of vehicles for staging, pick up, and movement of materials or supplies within the Project site after initial delivery and except as set forth in subsection (iii) of this Section;
- (ix) Employees engaged in work performed by access control and security and surveillance system subcontractors or suppliers;
- (x) Persons engaged in the installation of artwork, signage, graphics and other theming specialty items, and work performed by employees of Artisans. "Artisans" shall be individuals or entities whom Owner may (or may not)

employ directly to create unique, one-of-a-kind decorative elements, including architectural finishes, for incorporation into the new facility, provided that the design, illustration, and detailing of these one-of-a-kind decorative elements can only be fully completed in the field and can only be performed by that individual or entity; provided, however, this provision shall not exclude the finish trades from their traditional jurisdiction over painting, tile, marble, and terrazzo work.

SECTION 3. EXCLUDED ENTITIES AND WORK

(A) This Agreement shall not apply to the parents, affiliates, subsidiaries, or other joint or sole ventures of any Owner, EPC Prime Contractor, Contractor or subcontractor or principals thereof, that or who do not perform direct work at the Project site. It is agreed, for the purposes of this Agreement only, that this Agreement does not have the effect of creating any joint employment, single employer or alter ego status among the Owner, the EPC Prime Contractor, and/or any Contractor or subcontractor. Nothing contained herein shall be construed to prohibit or restrict the Owner or its employees from performing on or off-site work related to the Project, provided that any employee of the Owner performing on-site manual labor for the Project that is more than *de minimis* or covered off site work that is more than *de minimis* shall be subject to the terms of this Agreement.

(B) The following categories of Project work are excluded from the scope of this Agreement, unless the EPC Prime Contractor or Owner decide to use and hire Project craft employees through Union hiring halls, in which case those employees only shall be covered by this Agreement:

- (i) Any and all maintenance, repair, replacement, service, and/or operation of equipment, tools, and/or infrastructure that has been installed and placed into service;
- (ii) Grounds maintenance, such as snow removal, lawn care, landscaping, etc.;
- (iii) Food services;
- (iv) *De minimis* work self-performed by the Owner;
- (v) Work performed to obtain, retain, or pursuant to a warranty;
- (vi) Work performed by specialty or technical contractors or suppliers who supply their own labor or use designated sub-contractors for specialty or technical systems that are proprietary or exclusive to the Owner or its designated contractors or suppliers;
- (vii) Seismic work;
- (viii) Off-site work of any kind, and the delivery of said work to the Project Site, except for off-site work performed at a location or facility dedicated solely

- to providing services for the Project Site and deliveries from such dedicated site or facility;
- (ix) Control systems, except cabling, trays, intermediate wire/tubing run up to Point of Use (“POU”) interconnect for the manufacturing process;
 - (x) Chemical, slurry and blending systems, except for intermediate connections (*i.e.*, headers and footers);
 - (xi) Bulk and specialty gases and gas systems, except for intermediate connections up to POU interconnectors;
 - (xii) Specialty drain systems;
 - (xiii) Water filtration projects and treatment systems, except the construction of any wastewater treatment facility included in the EPC Prime Contractor’s scope of work;
 - (xiv) Life safety systems, except fire protection;
 - (xv) Specialty systems, technology systems, and equipment used in testing, verifying, and certifying systems;
 - (xvi) Quality control and quality assurance;
 - (xvii) Security;
 - (xviii) Emergency repairs;
 - (xix) Construction of electrical transmission and distribution lines (including above-ground and below-ground lines), catenary and trolley facilities, switch yards, substations, lighting (roadway and street lighting), traffic signals, and outside tele-data work; and
 - (xx) Construction work performed pursuant to the bid packages as set forth in Schedule G, which were awarded prior to the Effective Date of this Agreement.

SECTION 4. TERM OF AGREEMENT

With the exception of Article 8, Section 1 which shall continue to apply to all Unions signatory to this Agreement until the completion of the Project, as areas and systems of the Project are inspected and construction tested by the EPC Prime Contractor or Contractors, and accepted by the Owner, this Agreement will not have further force or effect on such items or areas, except where inspections, additions, repairs, modifications, check-out and/or warranty work are assigned in writing (copy to Union involved) by the EPC Prime Contractor for performance under the terms of this Agreement.

ARTICLE 4 - UNION RECOGNITION AND EMPLOYMENT

SECTION 1. PRE-HIRE RECOGNITION

Contractors recognize the Unions as the sole and exclusive bargaining representative for all craft employees working within the scope of this Agreement as described in Article 3.

SECTION 2. UNION REFERRAL

(A) Contractors agree to recognize and be bound by the legal referral facilities maintained by the Unions and shall utilize those facilities pursuant to Sections (b) or (c) below, as appropriate.

(B) Contractors shall notify the appropriate Union having jurisdiction over work to be performed by the Contractor either in writing or by telephone when workers are required. The Unions shall dispatch a qualified worker consistent with the rules governing their hiring hall process.

(i) In the event the referral facilities maintained by the Unions are unable to fill the requisition of the Contractor for qualified workers within a forty-eight (48) hour-period after such requisition is made, Contractors may employ applicants for such requisition from any source, and not subject to the criteria set forth below under Section 2(C) for qualified employees of non-signatory contractors.

(C) Non-signatory Contractors (*i.e.* those who are not otherwise a direct party to a collective bargaining agreement with a Union) shall be permitted to use their qualified employees without following the referral mechanism in (b) above, provided the use of such employees shall not exceed a 1:1 ratio with Union hiring hall referrals, such that 1 qualified employee of a non-signatory Contractor may be used for every hiring hall referral. Qualified employees for purposes of this provision are defined as employees who (i) have worked a total of at least 1,000 hours in the craft during the prior 3 years, (ii) were on the Contractor's payroll for at least 60 of the 270 calendar days prior to the contract award, and (iii) have the ability to safely perform the basic functions of the applicable trade. This provision shall not serve to modify or diminish any applicable ratio requirements concerning the employment of Registered Apprentices. It is understood that the first employee per contractor by craft assignment to perform covered work shall be obtained through the Unions referral systems.

(D) Once assigned, employees working on the Project pursuant to Sections (B)(i), (B)(ii) or (C) cannot be displaced by application of a Union's hiring hall rules, with the exception

of the application of documented layoff procedures set forth in a Schedule A collective bargaining agreement or applicable International Agreement.

(E) The Contractors shall have sole rights to determine the competency of all referrals; the number of employees required; the number of employees to be laid-off; and the sole right to reject any applicant referred by a Union.

(F) During a reduction-in-force, the Contractors have the right to retain the employees of their choice provided that the existing ratios resulting from the application of (C) above are maintained, and notwithstanding any documented layoff procedures set forth in a Schedule A collective bargaining agreement or applicable International Agreement.

(G) An employee who resigns or voluntarily quits work on the project and/or work site will not be eligible for employment with another contractor performing work on the Project for a period of fourteen (14) calendar days.

(H) The parties to this Agreement further recognize that there are barriers to entry on construction projects for businesses operated by citizens who are socially and economically disadvantaged. The parties therefore agree that they shall work collaboratively to identify and encourage such businesses to successfully bid and participate on Project work.

SECTION 3. NON-DISCRIMINATION IN REFERRALS

The Unions represent that their hiring halls and referral systems will be operated in a non-discriminatory manner and in full compliance with all applicable federal, state and local laws and regulations, which require equal employment opportunities. Referrals shall not be affected in any way by the rules, regulations, bylaws, constitutional provisions or any other aspects or obligations of union membership, policies or requirements and shall be subject to such other conditions as are established in this Article. No employment applicant shall be discriminated against by any referral system or hiring hall because of the applicant's union membership, or lack thereof. The Southwest Idaho Eastern Oregon Building and Construction Trades Council and the Unions will make best efforts to assist Contractors in achieving any goals set by law regarding the participation of minorities and women in the performance of Project work.

SECTION 4. MINORITY AND FEMALE REFERRALS FROM THE SURROUNDING GEOGRAPHIC AREA

In the event a Union either fails or is unable to refer qualified minority and female applicants in the numbers sufficient to meet any targets set by law, the Contractor may employ qualified minority and female workers from any other available source.

SECTION 5. CROSS AND QUALIFIED REFERRALS

The Unions shall not knowingly refer to a Contractor an employee then employed by another Contractor working under this Agreement. The Local Unions will exert their utmost efforts to recruit sufficient numbers of skilled and qualified craft employees to fulfill the requirements of the Contractor(s). Toward that end, the parties agree to identify and promote through cooperative procedures, programs and efforts and ways to assist interested local residents, including economically disadvantaged residents, in pursuing careers in the construction industry through pre-approved apprenticeship programs and the parties further agree that any recognized job referral system shall give priority to qualified residents from the community, to the extent consistent with applicable law and rule or regulation of the Unions' respective referral systems.

SECTION 6. CRAFT FOREPERSONS AND GENERAL FOREPERSONS

The selection of craft forepersons and/or general forepersons and the number of forepersons required shall be solely the responsibility and within the sole discretion of the Contractor. In making these decisions, the Contractor(s) shall follow generally accepted practices in the industry. All forepersons shall take orders exclusively from the designated Contractor representatives. Craft forepersons shall be designated as working forepersons at the request of the Contractor and shall be paid wages pursuant to the applicable Schedule A collective bargaining agreement.

ARTICLE 5 - WORKFORCE DEVELOPMENT, ANTI-DISCRIMINATION, DIVERSITY, EQUITY AND INCLUSION

SECTION 1. ACCESS AND OPPORTUNITY.

(A) The parties recognize that an important objective of this Agreement is to meaningfully extend employment opportunities created by the Project to minorities, women and veterans through, among other means, supporting M/W/VBE owned businesses and committing to equitable hiring practices. Additionally, the parties recognize the EPC Prime Contractor's M/W/VBE participation goals and have adopted strategies, contained herein, to bolster M/W/VBE participation. The parties agree that these provisions are critical to addressing pressing workforce

and economic development concerns in the region surrounding the Project and that it is paramount that all parties demonstrate best efforts to fulfill the promise of these terms.

(B) The parties to this Agreement support the development of increased numbers of skilled minorities, women and veteran workers to meet the needs of this Project and the requirements of the industry generally. Toward that end, the parties agree to encourage and undertake meaningful efforts to support the referral and utilization of minorities, women and veterans on this Project.

SECTION 2. ANTI-DISCRIMINATION AND TRAINING.

(A) The Contractors and Unions are committed to a safe, efficient Project free of discrimination and harassment and agree that they will not discriminate against any employee or applicant for employment on any unlawful basis, including, but not limited to, race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, genetics, pregnancy or pregnancy-related condition, religion, creed, ancestry, national origin, disability, veteran's status, or background, in any manner prohibited by law or regulation.

(B) The parties recognize the importance of training on diversity, anti-harassment, discrimination, retaliation and maintaining a respectful workplace. The EPC Prime Contractor shall require Contractors to provide mandatory training on these topics to any employee covered by this Agreement. The EPC Prime Contractor retains the right to require refresher and new training on the subjects covered by this section.

SECTION 3. SECTORAL PARTNERSHIPS.

(A) As part of their efforts to work together to develop workforce hiring and developmental strategies, the parties agree to identify sectoral partnerships, which would include strategic partners from regional and educational training entities and institutions of higher education to provide workforce training. These partners may include governmental organizations, educational institutions, training organizations, economic development organizations, workforce

development organizations, industry associations, community-based organizations, and career and technical education programs and organizations. The goals are to create equitable workforce pathways for economically disadvantaged individuals through outreach to new sources of talent and to provide avenues of input and a sense of ownership among community leaders.

SECTION 4. APPRENTICES.

(A) Recognizing the need to maintain continuing supportive programs designed to develop adequate numbers of competent workers in the construction industry, and to encourage diversity in craft entry opportunities, including opportunities for minorities, women, and economically disadvantaged individuals, Contractors shall employ apprentices in their respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured. Contractors may utilize apprentices registered in a U.S. Department of Labor Registered Apprenticeship Program in ratios set forth in the applicable Schedule A collective bargaining agreement.

(B) The parties recognize that although women make up 44% of the workforce, only about 10% are employed in the construction industry. Accordingly, the parties agree to identify, support, and/or launch community-specific apprenticeship readiness programs that focus on women.

(C) The Unions and Contractors will actively recruit qualified minorities, women and veterans to participate in, and obtain membership in the respective unions and apprenticeship programs to meet or exceed the goals set by this Agreement. The Unions and Contractors will actively recruit qualified applicants from the surrounding area of the Project, minorities, women and veterans and connect them with opportunities to participate in Union sponsored pre-apprenticeship, and/or other mutually approved training programs providing pathways into apprenticeship as permissible under Federal State and local regulations. The Unions and

Contractors further agree they will work cooperatively in conducting pre-apprenticeship recruitment and other pipeline programs with the goal of reaching underserved communities and their minority, women and veteran residents.

(D) The parties to this Agreement understand that apprentice availability and capability is often out of the control of a union and/or contractor. With that understanding, the Unions signatory to this Agreement shall endeavor to maintain sufficient apprenticeship slots to meet Project needs. Likewise, Contractors will endeavor in good faith to satisfy the direction to engage apprentices under this Article. Consequently, neither the Unions nor Contractors who work in good faith to meet apprenticeship goals shall be liable for not meeting such goals.

(F) Contractors and Unions shall maintain documentation of their good-faith efforts to meet the apprenticeship goals in this Agreement for the duration of the project and shall submit such documentation to the EPC Prime Contractor every six months.

SECTION 5. HELMETS TO HARDHATS.

(A) The parties to this Agreement recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. Accordingly, the Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter “Center”) and the Center’s “Helmets to Hardhats” program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities, and other needs as identified by the parties.

(B) The Unions and the Contractors agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of

apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

SECTION 6. WORKFORCE DEVELOPMENT COMMITTEE.

(A) In recognition of the necessity for cooperation and communication between all parties to this Agreement in achieving the diversity goals of this Agreement, the prevention of disputes and misunderstandings, and the implementation of this Agreement, the Parties agree to establish a Workforce Development Committee comprised of: (a) three designees from the Unions who are signatory to this Agreement, (b) three designees selected by the EPC Prime Contractor, and (c) up to three neutral community stakeholders as approved by the EPC Prime Contractor and the Unions. The Committee may elect its own chair. The Committee may conduct business through mutually agreed subcommittees. Any Contractor employees who are designated by the union to participate in such committees or subcommittees do so as unpaid union volunteers and not the Contractor's employees. The Workforce Development Committee will meet periodically. The dates and times of these meetings will be determined by the parties but in no case shall they meet less once every six months.

(B) During the course of the Project and at least one time every six months, EPC Prime Contractor will present to the Workforce Development Committee the prior six (6) month's data on the current utilization of women, veterans, and minorities in apprenticeships, workforce, and subcontracting. The Workforce Development Committee will (a) review and analyze workforce data for the purpose of monitoring progress on recruiting, retaining, and supporting underserved workers on the Project; and (b) discuss outreach and representation strategies to address barriers and increase opportunities for employment of workers from underserved communities on the Project.

(C) Every six months, and as needed per the EPC Prime Contractor's request, the Workforce Development Committee will provide recommendations and information to the EPC Prime Contractor, including the following:

- (i) Report its findings to the EPC Prime Contractor;

(ii) Provide suggestions and recommendations for reaching the Agreement's goals, including but not limited to providing guidance on outreach and engagement of subcontractors; and

(iii) Facilitate connections to unions, non-union organizations, community based organizations, and workers and serve as a liaison, when appropriate, between the EPC Prime Contractor's, Employers, subcontractors, unions, non-union organizations, community organizations, and workers.

ARTICLE 6 - UNION REPRESENTATION

SECTION 1. LOCAL UNION REPRESENTATIVE

Each Union representing on-site Project employees shall be entitled to designate, in writing (copy to the EPC Prime Contractor), one representative, and the Business Manager, who shall be afforded access to the Project at reasonable times for the purpose of administering this Agreement on behalf of the Union's members, and provided that such representative does not disrupt, interrupt or interfere with the work of any employee working at the Project site, and that said representative fully complies with the safety rules of the Project.

SECTION 2. STEWARDS

For Unions whose members are performing work at the Project site, each such Union shall have the right to designate one (1) working journeyman as a job steward per Contractor per shift, and shall notify the Contractor in writing of the identity of the designated steward prior to the assumption of his/her duties as steward. Such designated steward shall not exercise any supervisory functions. Stewards will receive the regular rate of pay of their respective crafts and shall be eligible for overtime consistent with the appropriate collective bargaining agreement. The steward shall not cause any interference with work progress. Stewards shall have no right or ability to determine when overtime shall be worked, or who shall work overtime.

SECTION 3. LAYOFF OF A STEWARD

Contractors agree to notify the appropriate Union 24 hours prior to the layoff of a Steward, except in cases of discipline or discharge for just cause. In any case in which a Steward is discharged or disciplined for just cause, the Union involved shall be notified immediately by the Contractor, or as soon thereafter as is practicable. Provided they are capable of doing the work, Stewards shall be the last persons laid off prior to the foreman, if any.

ARTICLE 7 - MANAGEMENT'S RIGHTS

SECTION 1. RESERVATION OF RIGHTS

The EPC Prime Contractor and Contractors retain full and exclusive authority for the management of their operations, except as expressly limited by specific provisions of this Agreement. The EPC Prime Contractor and Contractors shall direct their work forces at their prerogative, including but not limited to, the following rights: (a) to plan, control, and direct the work force and the operation of its work, including but not limited to, the determination of the number of employees to be hired and the qualifications thereof, (b) the promotion, hiring, lay-off, or transfer of employees, (c) the discipline, suspension, or discharge of employees, for cause, (d) the assignment and scheduling of work, (e) the promulgation and revision of employee policies and/or Project Site work and safety rules, (f) the requirement, timing, and number of employees to be utilized for overtime work, (g) regulation of the use of all equipment, and (h) to subcontract all or any portion of the Project work. No rules, customs, or practices which the Contractor determines limit or restrict productivity or efficiency of the individual employee, and/or joint working efforts with other employees, shall be permitted or observed.

SECTION 2. MATERIALS, METHODS & EQUIPMENT

There shall be no limitation or restriction upon the Contractor's choice of materials, techniques, methods, technology or design, or regardless of source or location, upon the use and installation of equipment, machinery, package units, pre-cast, pre-fabricated, pre-finished or pre-assembled materials or products, tools or other labor-saving devices. Subject to Article 3, Sections 2 and/or 3, the on-site installation or application of such items shall be performed by the craft having jurisdiction over such work; provided, however, it is recognized that other personnel having special qualifications may participate, in a supervisory capacity, in the installation, check-off or testing or unusual equipment or facilities as designated by the Contractor. There shall be no restriction, other than as may be required by safety regulations, on the number of employees assigned to any crew.

ARTICLE 8 - WORK STOPPAGES AND LOCKOUTS

SECTION 1. NO STRIKES-NO LOCKOUT

(A) There shall not be any strikes, sympathy strikes, picketing, work stoppages, slowdowns, hand billing, demonstrations or other similar disruptive activity at the Project site for any reason by any Union or employee against any Contractor while performing work at the Project

while this Agreement is in effect. There shall be no other Union, or concerted or individual employee activity which disrupts or interferes with the operation of the existing free flow of traffic in the project area including the adjacent roadways providing ingress and egress to the job site. Failure of any Union or employee to cross any picket line established by any union, signatory or non-signatory to this Agreement or the picket or demonstration line of any other organization, at or on the adjacent roadways providing ingress and egress to the Project site, is a violation of this Article. There shall be no lockout at the Project by any Contractor. Contractors and Unions shall take all steps necessary to ensure the compliance with this Section 1 and to ensure uninterrupted construction and the free flow of traffic in the Project area for the duration of this Agreement.

(B) A Contractor may discharge any employee violating this Section 1, and any such employee will not be eligible thereafter for referral under this Agreement. Such discharge shall be subject to the grievance arbitration clause set forth in Subsection 3 of this Article.

SECTION 2. NOTIFICATION

If a Contractor contends that any Union has violated this Article, it will notify the appropriate Union(s) involved advising of such fact, with copies of the notification to the Union(s) and the Southwest Idaho and Eastern Oregon Building and Construction Trades Council. The Southwest Idaho and Eastern Oregon Building and Construction Trades Council shall use its best efforts to cause the employees, and/or the Union(s) to immediately cease and desist from any violation of this Article. Assuming it discharges its obligations under this provision, the Southwest Idaho and Eastern Oregon Building and Construction Trades Council shall not be liable for the unauthorized acts of a Union or its members.

SECTION 3. EXPEDITED ARBITRATION

Any Contractor or Union alleging a violation of Section 1 of this Article may utilize the expedited procedure set forth below (in lieu of, or in addition to, any actions at law or equity) that may be brought:

(A) A party invoking this procedure shall notify Robert Hirsch, who shall serve as Arbitrator under this expedited arbitration procedure. Copies of such notification will be simultaneously sent to the alleged violator and the EPC Prime Contractor and the Southwest Idaho and Eastern Oregon Building and Construction Trades Council.

(B) The Arbitrator shall thereupon, after notice as to time and place to Contractor, EPC Prime Contractor, the Union involved and the Southwest Idaho and Eastern Oregon Building and

Construction Trades Council, hold a hearing within 48 hours of receipt of the notice invoking the procedure if it is contended that the violation still exists.

(C) All notices pursuant to this Article may be by telephone, email, hand delivery or fax, confirmed by overnight delivery, to the Arbitrator, Contractor and Union involved. The hearing may be held on any day, exclusive of Sundays. The hearing shall be completed in one session, which shall not exceed 8 hours in duration (no more than 4 hours being allowed to either side to present their case, and conduct their cross examination) unless otherwise agreed. A failure of any Union or Contractor to attend the hearing shall not delay the hearing of evidence by those present or the issuance of an award by the Arbitrator.

(D) The sole issue at the hearing shall be whether a violation of Section I, above, occurred. If a violation is found to have occurred, the Arbitrator shall issue a Cease and Desist Award restraining such violation and serve copies on the Contractor and Union involved and shall award liquidated damages to the EPC Prime Contractor in the sum of One-Hundred Thousand (\$100,000.00) Dollars per day that the Union or Contractor is found to have violated this Article. The Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation. The Award shall be issued in writing within 3 hours after the close of the hearing, and may be issued without an Opinion. If any involved party desires an Opinion, one shall be issued within 15 calendar days, but its issuance shall not delay compliance with, or enforcement of, the Award. The Arbitrator shall retain jurisdiction to determine compliance with this subsection (D).

(E) An Award issued under this procedure may be enforced by any court of competent jurisdiction upon the filing of this Agreement together with the Award. Notice of the filing of such enforcement proceedings shall be given to the Union or Contractor involved. In any court proceeding to obtain a temporary or preliminary order enforcing the arbitrator's Award as issued under this expedited procedure the involved Union and Contractor waive their right to a hearing and agree that such proceedings may be *ex parte*, provided actual written notice is given to opposing counsel as soon as practical and prior to the hearing. Such agreement does not waive any party's right to participate in a hearing for a final court order of enforcement or in any contempt proceeding.

(F) Any rights created by statute or law governing arbitration proceedings which are inconsistent with the procedure set forth in this Article, or which interfere with compliance therewith, are hereby waived by the Contractors and Unions to whom they accrue.

(G) The fees and expenses of the Arbitrator normally shall be equally divided between the involved Contractor(s) and Union(s); however, the Arbitrator shall have the authority to direct that the payment of some or all of the costs of a party or parties must be paid by the other party or parties.

SECTION 4. ARBITRATION OF DISCHARGES FOR VIOLATION

Procedures contained in Article 10 shall not be applicable to any alleged violation of this Article, with the single exception that an individual employee discharged for violation of Section 1, above, may have recourse to the procedures of Article 10 to determine only if the employee did, in fact, violate the provisions of Section 1 of this Article; but not for the purpose of modifying the discipline imposed where a violation is found to have occurred.

ARTICLE 9 - LABOR MANAGEMENT COMMITTEE

SECTION 1. MEETINGS AND PURPOSE

In recognition of the necessity for cooperation and communication between all parties to this Agreement in achieving the diversity goals of this Agreement, the prevention of disputes and misunderstandings and the implementation of this Agreement, the Parties agree to establish a Labor Management Committee to: (a) promote harmonious relations among the Contractors and Unions; (b) enhance safety and safety awareness and productivity of construction operations; (c) discuss and avoid potential jurisdictional disputes; (d) discuss availability and utilization of apprentices; (e) discuss scheduling issues; and (f) review and discuss other matters unanimously approved by the Committee pertaining to the Project. The Labor Management Committee is for information gathering and communication purposes only.

SECTION 2. COMPOSITION

The Labor Management Committee shall be comprised of: (a) three designees from the Unions who are signatory to this Agreement, and (b) three designees from the EPC Prime Contractor. The Committee may elect its own chair. The Committee may conduct business through mutually agreed subcommittees. Any Contractor employees who are designated by a Union to participate in such committees or subcommittees do so as unpaid union volunteers and not the Contractor's employees. The Labor Management Committee will meet periodically. The

dates and times of these meetings will be determined by the parties but in no case shall they meet less often than once per calendar quarter.

ARTICLE 10 - GRIEVANCE & ARBITRATION PROCEDURE

SECTION 1. PROCEDURE FOR RESOLUTION OF GRIEVANCES

Any question, dispute or claim arising out of, or involving the interpretation or application of this Agreement (other than jurisdictional disputes under Article 11 or alleged violations of Article 8, Section 1) shall be considered a grievance and shall be resolved pursuant to the exclusive procedure described below; provided, in all cases, that the question, dispute or claim arose during the term of this Agreement.

STEP 1:

When any employee covered by this Agreement feels aggrieved by a claimed violation of this Agreement, the employee shall, through the Local Union business representative or job steward, give notice of the claimed violation to the work site representative of the involved Contractor. To be timely, such notice of the grievance must be given within five (5) working days after the act, occurrence or event giving rise to the grievance was known or reasonably should have been known to the employee. Failure to abide by this deadline shall render the grievance untimely. The business representative of the Local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to adjust the matter within five (5) working days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party may, within five (5) working days of receiving notice that the matter has not been resolved thereafter pursue Step 2 of the grievance procedure by serving the involved Contractor and EPC Prime Contractor with written copies of the grievance setting forth a description of the claimed violation, the date of which the grievance occurred, and the provisions of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 are non-precedential, except as to the specific Local Union, employee and Contractor directly involved, unless the settlement is accepted in writing by the EPC Prime Contractor as creating a precedent. Should any signatory to this Agreement have a dispute (excepting jurisdictional disputes or alleged violations of Article 8, Section 1) with any other signatory to this Agreement, and if after conferring, a settlement is not reached within five (5) working days of receiving notice that the matter has not been resolved, the dispute shall be reduced to writing and proceed to Step 2 in the same manner as outlined in the section for the adjustment of employee grievances.

STEP 2

An International Representative of the Union, and representatives of the involved Contractor and EPC Contractor shall meet within seven (7) working days of service of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with provisions in Step 3.

STEP 3:

1. If the grievance shall have been submitted but not resolved in Step 2, any of the participating Step 2 entities may, within fourteen (14) calendar days after the initial Step 2 meeting, submit the grievance in writing (copies to other participants) to arbitration by requesting a list of arbitrators who are members of the National Academy of Arbitrators from the Federal Mediation and Conciliation Service, from which an Arbitrator shall be selected. The decision of the Arbitrator shall be final and binding on all parties, and the fees and expenses of such arbitrations shall be borne equally by the involved Contractor and Local Union.

2. Failure of the grieving party to adhere to the time limits set forth in this Article shall render the grievance null and void. These time limits may be extended only by written consent of the EPC Prime Contractor, involved Contractor and involved Local Union at the particular step where the extension is agreed. The Arbitrator shall have authority to make decisions only on the issues presented to it and shall not have the authority to change, add to, delete or modify any provision of this Agreement.

SECTION 2. PARTICIPATION BY OWNER

Owner and/or the EPC Prime Contractor shall be notified by the involved Contractor and Local Union of all actions under this Article, and at its election, may participate in full in all proceedings at all Steps, including Step 3 arbitration.

ARTICLE 11 - JURISDICTIONAL DISPUTES

(A) The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan) or any successor Plan.

(B) Each Contractor will conduct a pre-job conference with the Unions prior to commencing work. The EPC Prime Contractor and the Owner will be advised in advance of all such conferences and may participate if they wish. Contractors shall also submit a completed Pre Job Questionnaire (attached as Schedule D) to the EPC Prime Contractor before commencing work on the Project.

(C) If more than one Union signatory to this Agreement asserts jurisdiction over the same assigned work, such disputes shall be settled and adjusted according to the Plan or any other plan or method of procedure that may be adopted in the future by North America's Building Trades Unions. Decisions rendered shall be confirmed in writing and shall be final, binding, and conclusive on the Contractors and Unions.

(D) There will be no strikes, sympathy strikes, work stoppages, slowdowns, picketing or other interference, interruption or disruptive activity of any kind arising out of any jurisdictional dispute, including while any jurisdictional dispute is being resolved or in protest of any award rendered by the Plan or any successor. The work shall proceed as assigned by the Contractor until finally resolved under the applicable procedure of this Article.

(E) No jurisdictional dispute shall excuse a violation of Article 8. Individuals violating this section shall be subject to immediate discharge.

(F) This jurisdictional dispute resolution procedure will only apply to work performed at the site of the Project.

ARTICLE 12 - WAGES AND BENEFITS

SECTION 1. CLASSIFICATION AND BASE HOURLY RATE

All employees covered by this Agreement shall be compensated at the wage rates set forth in the applicable Schedule A collective bargaining agreement or as established under the Davis-Bacon Act in the applicable wage decision, whichever rate is higher (hereinafter "Base Rate").

In addition, Journeymen covered by this Agreement shall be entitled to an additional \$10/hour incentive added to the Base Rate; and the Apprentice percentage rates set forth in the Schedule A collective bargaining agreements shall be calculated based on the incentivized Journeyman rate (*i.e.* the Base Rate + \$10/hour). Notwithstanding the previous sentence, it is expressly understood and agreed that the Journeyman and Apprentice incentive rates set forth in the previous sentence may be discontinued, increased or otherwise changed on thirty (30) days' written notice by Owner or EPC Prime Contractor. Any such change(s) shall be reduced to a

memorandum signed by the Owner and/or EPC Contractor and acknowledged by the Unions to memorialize the change(s). The failure or refusal of the Unions to acknowledge any such memorandum shall not prevent the Owner's or EPC Contractor's change(s) from becoming effective after tendering notice of the change(s) to the Unions.

SECTION 2. EMPLOYEE BENEFIT FUNDS

(A) Contractors agree to pay contributions on behalf of employees covered by this Agreement and for work performed subject to this Agreement to the Unions' established employee benefit and industry funds in the amounts designated in the applicable Schedule A collective bargaining agreement. Unions and/or their related employee benefit funds may notify the EPC Prime Contractor, in writing, of any benefit fund contribution delinquency arising under this Section 2(A), in which case the EPC Prime Contractor shall withhold from any funds due to the affected Contractor the amount of that delinquency, up to the total amount due the Contractor, until any dispute regarding the delinquency has been resolved. The Owner and EPC Prime Contractor shall have no other obligation with respect to contributions owed by any Contractor. If notice of a delinquency is not received by the EPC Prime Contractor, the EPC Prime Contractor shall have no obligation to withhold, with respect to that delinquency, any part of a payment which is otherwise due. The collection of delinquent employee benefit contributions will in all other respects be governed by the applicable Schedule A collective bargaining agreement.

(B) Notwithstanding Section 2(A), above, Contractors who employ individuals pursuant to Article 4, Section 2(B)(i) or (C), and who maintain bona fide private benefit plans which satisfy the requirements of the Internal Revenue Code, may satisfy the above benefit obligation with respect to such employees by providing coverage under their private benefit plans or by electing to pay the applicable jointly trusteed funds designated in the applicable Schedule A collective bargaining agreement on their behalf, at the Contractor's option. The total benefit payment to be made by a Contractor on behalf of such employees must equal the total supplement amount set forth in the applicable Schedule A collective bargaining agreement, and any shortfall must be paid by cash supplement to the employee.

(C) Contractors that contribute to jointly trusteed funds under this Section agree to be bound by the written terms of the legally established Trust Agreements specifying the detailed basis on which payments are to be paid into, and benefits paid out of, such trust funds, but only

with regard to work done on this Project and only for those employees to whom this Agreement requires such benefit payments.

SECTION 3. MEAL SUBSIDY

Owner shall make available to employees working under this Agreement two (2) meals each workday at prices discounted to reflect a 60% subsidy by Owner. Notwithstanding the previous sentence, it is expressly understood and agreed that meal subsidies may be discontinued, increased or otherwise changed on thirty (30) days' written notice by Owner or EPC Prime Contractor. Any such change(s) shall be reduced to a memorandum signed by the Owner and/or EPC Contractor and acknowledged by the Unions to memorialize the change(s). The failure or refusal of the Unions to acknowledge any such memorandum shall not prevent the Owner's or EPC Contractor's change(s) from becoming effective after tendering notice of the change(s).

ARTICLE 13 - HOURS OF WORK. PREMIUM PAYMENTS. SHIFTS & HOLIDAYS

SECTION 1. WORK WEEK AND WORK DAY

The standard work week shall consist of no more than 40 hours of work, 8 hours per day, at straight time rates based on a five-day work week, Monday through Friday, with a ten (10) minute break in the morning occurring a half hour (1/2) unpaid lunch period, and a ten (10) minute break in the afternoon, as scheduled by the Contractor and consistent with industry practice. There shall be no other recognized break times. Contractors may elect to work four, 10 hour days at straight time rates, with a ten (10) minute break in the morning and afternoon and a half hour (1/2) unpaid lunch period each day.

SECTION 2. SHIFT WORK

(A) The EPC Prime Contractor shall have the discretion to establish the number of shifts, shift schedules, work hours, and starting times as needed to complete Project work in an efficient manner, including but not limited to the right to establish a regular workweek of between four (4) and six (6) days, ten (10) hours each day. Contractors shall provide not less than five work days' notice to the Union of shift schedules and shift starting times, or such lesser notice as may be mutually agreed upon.

(B) Shifts – The day shift shall start between the hours of 6:00 a.m. and 8:00 a.m. In the event the EPC Prime Contractor establishes multiple shifts, the second shift shall start between

3 p.m. and 6 p.m. and the third shift shall start between 11 p.m. and 2 a.m., subject to different times necessitated by the phasing plans on the project. Shift premiums shall be paid in accordance with the applicable Schedule A collective bargaining agreement.

(C) In scheduled five day/eight hour shift work-weeks, Saturday may be scheduled as a “make-up” day at straight time to make up for a day lost (Monday through Friday) due to inclement weather; in scheduled four day/ten hour shift work weeks, Friday may be scheduled as a “make-up” day at straight time to make up for a lost day (Monday through Thursday) due to inclement weather, and if Friday is lost due to inclement weather, then Saturday may be used as a “make up” day to make up for the inability to have a make up day on Friday.

SECTION 3. OVERTIME

Overtime shall be paid at one and one-half (1 and 1/2) times the straight time rate for all hours worked in excess of eight (8) per day during a scheduled five day/eight hour shift work-week; all hours worked in excess of ten (10) per day during a scheduled four day/ten hour shift work-week; and unless otherwise provided in this Agreement, all hours worked on Saturday. All hours worked on Sunday shall be paid double the straight time rate. There will be no restriction upon the Contractor’s scheduling of overtime or the nondiscriminatory designation of employees who shall be worked. There shall be no pyramiding of overtime pay under any circumstances. The Contractor shall have the right to schedule work so as to minimize overtime.

SECTION 4. HOLIDAYS

(A) Schedule -There shall be seven (7) recognized holidays on the Project, as follows:

New Year’s Day (January 1st)
Labor Day (1st Monday in September)
Martin Luther King Day (3rd Monday in January)
Thanksgiving Day (4th Thursday in November)
Memorial Day (Last Monday in May)
Christmas Day (December 25th)
Independence Day (July 4th)

(B) All said holidays shall be observed on the dates designated by federal law. In the absence of such designations, they shall be observed on the calendar date except those listed holidays which occur on Sunday shall be observed on the following Monday. Holidays falling on Saturday are to be observed on the preceding Friday.

(C) Payment – All hours worked on holidays shall be paid at double the straight time rate. No payment shall be made for holidays unless worked.

SECTION 5. REPORTING PAY

(A) Employees who report to the work location at the Contractor's request pursuant to regular schedule and who are not provided with work or whose work is terminated early by a Contractor shall receive minimum reporting pay in accordance with the amounts and practices in the applicable Schedule A collective bargaining agreement.

(B) When an employee who has completed his/her scheduled shift and left the Project site, is "called back" to perform special work of a casual, incidental or irregular nature, the employee shall receive pay for actual hours worked, with a minimum guarantee as may be required by the applicable Schedule A collective bargaining agreement.

(C) When an employee leaves the job or work location of their own volition or is discharged for cause or is not working as a result of the Contractor's invocation of Section 7 below, they shall be paid only for the actual time worked. Except as specifically set forth in this Article there shall be no premiums, bonuses, hazardous duty, or other special payments of any kind except premiums for overtime work.

(D) There shall be no pay for time not actually worked except as specifically set forth in this Agreement.

SECTION 6. PAYMENT OF WAGES

Contractors shall be permitted, but not required, to pay wages via direct deposit in accordance with Idaho law. Employees working under this Agreement may be required to provide their employing Contractor with bank account and other information necessary to pay the employee via direct deposit. Paychecks shall be issued by union signatory contractors by the end of the scheduled workday on Thursday.

SECTION 7. EMERGENCY WORK SUSPENSION

The EPC Prime Contractor may, if necessary for the protection of life and/or safety of employees or others or for reasons deemed essential to the Project, suspend all or a portion of Project Work. In such instances, employees will be paid for actual time worked; provided, however, that when the EPC Prime Contractor requests that employees remain at the job site available for work, employees will be paid for "stand-by" time at their regular hourly rate of pay.

SECTION 8. TIME KEEPING

Contractors may utilize brassing or other systems to check employees in and out. Each employee must check in and out. The Contractor will provide adequate facilities for checking in and out in an expeditious manner.

SECTION 9. MEAL PERIOD

Contractor shall schedule an unpaid period of not more than ½ hour duration at the work location between the 3rd and 5th hour of the scheduled shift for meals and rest. A Contractor may, for efficiency of operation, establish a schedule which coordinates the meal periods of two or more crafts. If an employee is required to work through the meal period, the employee shall be compensated in a manner established in the applicable Schedule A collective bargaining agreement.

SECTION 10. BREAK PERIODS

There will not be organized rest periods, coffee breaks or other non-working time other than that provided for in this Article 13 established during working hours. Individual coffee containers will be permitted at the employee's work location.

SECTION 11. TRAVEL PAY

Contractors shall pay employees a \$240 per workday travel per diem provided the employee has not resided within 75 miles from the work site for ninety (90) days prior to their start date on the Project. The per diem travel payment may be decreased, discontinued, increased or otherwise changed on thirty (30) days' written notice by Owner or EPC Prime Contractor. Any such change(s) shall be reduced to a memorandum signed by the Owner and/or EPC Contractor and acknowledged by the Unions to memorialize the change(s). The failure or refusal of the Unions to acknowledge any such memorandum shall not prevent the Owner's or EPC Contractor's change(s) from becoming effective after tendering notice of the change(s) to the Unions.

SECTION 12. RECORD KEEPING REQUIREMENTS

(A) All Contractors shall keep an accurate record showing the name, craft or classification, number of hours worked per day and the hourly rate of wage paid, including benefits, to each employee employed by the Contractor in connection with the Project. This record shall be retained for a minimum of two (2) years following completion of the Project, and made available for inspection by the EPC Prime Contractor and/or, if relevant, the state or federal Department of Labor upon request.

(B) Each Contractor shall file a statement each week and a final statement upon completion of their work on the Project, certifying that their employees have been paid wages in strict conformity with the provisions of this Agreement and, if wages remain unpaid, setting forth the amounts due and the names of the employees to whom they are due.

ARTICLE 14 - SAFETY PROTECTION OF PERSON AND PROPERTY

SECTION 1. SAFETY REQUIREMENTS

(A) The Owner or EPC Prime Contractor, in their sole discretion, may establish safety protocols for the entire Project. Contractors will ensure that applicable OSHA requirements and other requirements set forth in contract documents and/or safety protocols are at all times maintained on the Project, and the employees and Unions agree to cooperate fully with these efforts.

(B) Employees must perform their work at all times in a safe manner and protect themselves and the property of Contractors and the Owner from injury or harm consistent with established safety protocols to be implemented by the EPC Prime Contractor. Employees covered by this Agreement shall at all times be bound by the safety, security and visitor rules as established by the Contractors and the EPC Prime Contractor for this Project. Such rules will be published and posted in conspicuous places throughout the Project. Strict compliance by all employees with such safety rules and protocols is required at all times. Any individual who violates such safety rules and protocols may be subject to immediate removal from the Project Site and/or discharge.

SECTION 2. CONTRACTOR/PROJECT RULES & REGULATIONS

(A) The EPC Prime Contractor and/or Contractors shall establish such reasonable Project rules and regulations as are appropriate for the good order of the Project, provided they do not violate the terms of this Agreement. Such rules and regulation will be explained at the pre-job conference and posted at the Project site and may be amended thereafter as necessary, provided that any rule or regulation that was not explained at the pre-job conference shall not be effective until the Unions have been given at least five (5) working days' notice of such rule or regulation.

(B) Employees covered by this Agreement shall at all times be bound by the reasonable rules and regulations established by the EPC Prime Contractor or Contractors for the Project, including but not limited to: a requirement that visitors (with the exception of Union business representatives) execute a waiver of liability in order to gain access to the Project site; and a requirement that the use of tobacco products will only be used in officially designated areas.

(C) Failure of an employee to observe reasonable rules and regulations promulgated pursuant to this provision shall be grounds for discipline, including discharge. The fact that no order was posted prohibiting a certain type of misconduct shall not be a defense to an employee disciplined or discharged for such misconduct when the action taken is for cause.

(D) Such reasonable rules and regulations will be published and posted in conspicuous places throughout the Project.

(E) The EPC Prime Contractor reserves the right to issue additional rules, including but not limited to rules concerning installation of clean rooms. These rules will be explained at the pre-job conference/orientation and posted at the Project site and may be amended thereafter as necessary, provided that any such additional rule or amendment thereof that was not explained at the pre-job conference shall not be effective until the Unions have been provided with at least five (5) working days' notice of such rule or amendment thereof.

(F) Failure of an employee to observe these reasonable rules and regulations shall be grounds for discipline, including discharge. The fact that no order was posted prohibiting a certain type of misconduct shall not be a defense to an employee disciplined or discharged for such misconduct when the action taken is for cause.

SECTION 3. INSPECTIONS

The Contractors and the EPC Prime Contractor retain the right to inspect incoming shipments of equipment, apparatus, machinery and construction materials of every kind, for any reason or no reason at all.

SECTION 4. SUBSTANCE ABUSE TESTING

(A) It is crucial to a safe working environment that all employees be free from the use of controlled substances. Therefore, all employees working on this Project will be subject to pre-hire, random, post-accident and reasonable suspicion testing in accordance with the Idaho Employer Alcohol and Drug-Free Workplace Act and any applicable federal regulations. The testing policy that will apply to the Project is attached as Schedule F.

(B) Employees testing positive for drugs/alcohol will be discharged and prohibited from future employment on the Project.

(C) This Article shall supersede any inconsistent provision in any CBA of a Union signatory to this Agreement.

ARTICLE 15 - GENERAL TERMS

SECTION 1. TOOLS OF THE TRADES- EMERGENCY USE

There shall be no restrictions on the emergency use of any tools or equipment by any qualified employee or on the use of any tools or equipment for the performance of work within the employee's jurisdiction and such use will not result in an increase or decrease in the employee's regular rate of pay.

SECTION 2. TEMPORARY SERVICES

Temporary services shall only be required upon the specific request of the EPC Prime Contractor, and when used shall be assigned to the appropriate trade claiming jurisdiction. This shall include temporary services that would otherwise be required to monitor the heating, cooling and ventilation of the Project. Temporary system coverage shall be provided by the appropriate Contractors' existing employees during working hours in which a shift is scheduled for employees of this Contractor and EPC Prime Contractor and/or Contractors shall not be required to hire additional standby personnel in addition to existing employees working during such shifts. The EPC Prime Contractor may determine the need for temporary system coverage requirements during non-working hours. There shall be no stacking of trades on temporary services. In the event a temporary system is claimed by multiple trades, the matter shall be resolved in accordance with the provisions of Article 11.

SECTION 3. INSURANCE

At the Owner's election, the Project may be insured through (a) a Contractor Controlled Insurance Program (CCIP), (b) an Owner Controlled Insurance Program (OCIP), or (c) a combination thereof.

SECTION 4. FULL WORK DAY

Employees shall be at their staging area at the starting time established by the Contractor and shall be returned to their staging area by quitting time after performing their assigned functions under the supervision of the Contractor. The signatories reaffirm their policy of a fair day's work for a fair day's wage. In the event parking lot shuttles are made available for the convenience and voluntary use of employees, time spent riding the parking lot shuttles is non-work time and is unpaid. Employees are in on employee time and out on Employer time.

ARTICLE 16 - SAVINGS AND SEPARABILITY

SECTION 1. THIS AGREEMENT

In the event that the application of any provision of this Agreement is enjoined, on either an interlocutory or permanent basis, or otherwise found in violation of any law, the remainder of this Agreement shall remain in full force and effect. The parties will enter into negotiations for a substitute provision in conformity with the law and the intent of the parties for contracts to be awarded in the future.

SECTION 2. THE BID SPECIFICATIONS

In the event that the Project documents, or other action, requiring that a successful bidder become signatory to this Agreement is enjoined, on either an interlocutory or permanent basis, or otherwise found in violation of law, such requirement shall be rendered, temporarily or permanently, null and void but the Agreement shall remain in full force and effect to the extent allowed by law. In such event, the Agreement shall remain in effect. The parties will enter into negotiations as to modifications to the Agreement to reflect the court action taken and the intent of the parties for contracts to be let in the future.

SECTION 3. NON-LIABILITY

In the event of an occurrence referenced in Section 1 or Section 2 of this Article, neither the Owner, the EPC Prime Contractor, any Contractor, nor any Union shall be liable, directly or indirectly, to any of the others for any action taken, or not taken, to comply with any court order, injunction or determination. Project documents will be issued in conformance with court orders in effect and no retroactive payments or other action will be required if the original court determination is ultimately reversed.

SECTION 4. NON-WAIVER

Nothing in this Article shall be construed as waiving the prohibitions of Article 8 as to signatory Contractors and signatory Unions.

ARTICLE 17 - FUTURE CHANGES IN SCHEDULE A AREA CONTRACTS

SECTION 1. CHANGES TO AREA CONTRACTS

(A) To the extent applicable to the Project, the collective bargaining agreements appended hereto at Schedule A shall continue in effect until the Project is completed, or until the applicable collective bargaining agreements for the Unions signatory to this Agreement expire and written notice is given to the EPC Prime Contractor and Owner that they have been renegotiated

in good faith, with a listing of all mutually agreed upon changes to such agreements which are applicable to the Project, and their effective dates.

(B) Any provisions in a Schedule A collective bargaining agreement will not apply to Project work if such provisions are less favorable than those required of contractors for construction work, other than this Project, normally covered by those agreements; nor shall any provision be recognized or applied on this Project if it may be construed to apply exclusively, or predominantly, to work covered by this Agreement.

(C) Any disagreement between signatories or parties to this Agreement over the incorporation into Schedule A of provisions agreed upon in the renegotiation of area collective bargaining agreements shall be resolved in accordance with the grievance and arbitration procedure set forth in Article 10 above.

SECTION 2. LABOR DISPUTES DURING AREA CONTRACT NEGOTIATIONS

The Unions agree that there will be no strikes, work stoppages, sympathy actions, picketing, slowdowns or other disruptive activity or other violations of Article 8 affecting the Project by any Union involved in the renegotiations of area collective bargaining agreements nor shall there be any lockout on the Project affecting a Union during the course of such renegotiations.

ARTICLE 18 - TERM & EXECUTION

SECTION 1. TERM OF AGREEMENT

(A) The term of this Agreement shall begin on the Effective Date and shall continue until the Project is complete. If the Owner exercises its right to terminate this Agreement, any designated Project work that has been undertaken under this Agreement during the term and is performed by a signatory Contractor will continue to be governed by this Agreement until completion.



(B) Additional site work that is not within the scope of Article 3 may be added to the scope of this Agreement at any time upon mutual agreement of the parties by a simple addendum describing the specific scope(s) of work and attached to this Agreement.


SECTION 2. EXECUTION OF AGREEMENT

By executing and delivering the Agreement to this other party, each party represents and warrants that it has obtained all the necessary approvals to execute this Agreement. This Agreement may be executed with separate counterpart signature pages referencing this Agreement. Delivery of an executed counterpart of a signatory page to this Agreement by facsimile or

electronic transmission shall be as effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed and effective as of the 6TH day of DEC, 2023.

By:  
EPC Prime Contractor

By: 
SOUTHWEST IDAHO / EASTERN OREGON BUILDING AND
CONSTRUCTION TRADES COUNCIL

SOUTHWEST IDAHO/EASTERN OREGON BUILDING AND CONSTRUCTION TRADES
COUNCIL AFFILIATES:

INTERNATIONAL UNION OF ELEVATORS CONSTRUCTORS, LOCAL NO. 38

By: 

Robert Anderson, Business Manager

SMART SHEET METAL WORKERS, LOCAL NO. 55

By: 

Kolby Hanson, Regional Manager

INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND
ALLIED WORKERS, LOCAL NO. 69

By: 

Steven Scott Overby, Business Manager/Financial Secretary

INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES, DISTRICT 5

By: 

Todd Springer, Business Manager/Secretary Treasurer

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL NO. 155

By: 


Dave Dillon, Business Manager/Secretary Treasurer

UNITED UNION OF ROOFERS, WATERPROOFERS AND ALLIED WORKERS,
LOCAL NO. 189

By: 

Leo Marsura, Business Manager

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL NO. 291

By: 
Jeremy Redman, Business Manager


UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE
PLUMBING AND PIPEFITTING INDUSTRY, LOCAL NO. 296

By: 
Mark Hosick, Business Manager/Financial Secretary

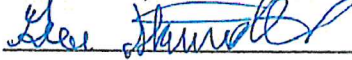
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 302

By: _____
Shane Linse, Field Representative

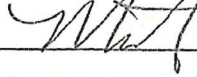
INTERNATIONAL BROTHERHOOD OF TEAMSTERS UNION, LOCAL NO. 483

By: 
Darel Hardenbrook


OPERATIVE PLASTERERS AND CEMENT MASONS INTERNATIONAL
ASSOCIATION, LOCAL NO. 555

By: 
Geoffrey Kossak, Business Manager

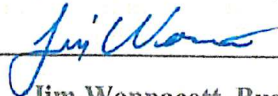
Western States
~~PACIFIC NORTHWEST~~ REGIONAL COUNCIL OF CARPENTERS

By: 
Antonio Acosta, Regional Manager
Mario Martinez

ROAD SPRINKLER FITTERS UNION, LOCAL NO. 669

By:  on behalf of BM
Robert Cooper, Business Manager


**INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL ORNAMENTAL,
AND REINFORCING IRONWORKERS, LOCAL NO. 732**

By: 
Jim Wonnacott, Business Manager

**INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL
AND REINFORCING IRONWORKERS, LOCAL NO. 847**

By: 
Mike Relyin, Regional District Council President

BRICKLAYERS AND ALLIED CRAFT WORKERS UNION, LOCAL NO. 1

By: 
Matteo Russo, Jr.

SCHEDULE B - DAVIS-BACON WAGE DECISION

<https://sam.gov/wage-determination/ID20230104/0>

SCHEDULE C - LETTER OF ASSENT

This is to certify that the undersigned Contractor:

1. Has examined a copy of the Micron Boise Expansion Project Labor Agreement (“Agreement”) for use on the Project;
2. 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 hereto;
3. Has no commitments or agreements which would preclude its full compliance with the terms and conditions of the Agreement; and
4. Agrees to secure from any Contractor(s) which is or becomes a subcontractor(s), a duly executed Letter of Assent in a form identical to this document prior to commencement of any work.
5. Agrees to be bound by the legally established collective bargaining agreements; local trust agreements for employee benefit funds; and trust documents for joint apprentice programs as well as apprentice program rules and procedures, but these commitments apply only to the extent of Project work and only as expressly required by the Agreement.
6. 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 the Contractor, but these commitments apply only to the extent of Project work and only as expressly required by the Agreement.

Name of Contractor:

Print

By: _____

Title: _____

Date: _____

SCHEDULE D - PRE-JOB QUESTIONNAIRE

**PROPOSED TRADE ASSIGNMENTS
PRE-JOB CONFERENCE**

TO: EPC Prime Contractor

CLIENT: Owner

ADMINISTRATOR: Contractor
Fax: (XXX) XXX-XXXX

CONTRACTOR: _____

CONTRACT#: _____

NAME OF PROJECT: _____

PURPOSE: To ensure proper wage and fringe payments for trade assignments, broken down by craft and classification, as well as to discuss details and answer questions relating to the project scope of work, safety and job requirements.

MEETING PLACE: TBD
(XXX) XXX-XXXX Office
(XXX) XXX-XXXX Fax

MEETING DATE: _____

RESPONSE DATE: _____

MEETING DATE: _____

**** PLEASE TYPE IN ALL INFORMATION ****

1. SCOPE OF WORK:

2. ESTIMATED WORK SCHEDULE:

Approximate Commencement Date: _____

Approximate Completion Date: _____

3. ADDRESSES:

Job Location: _____

Company's Local Mailing Address: _____

Trust Fund Billing Address: _____

4. CONTRACTOR PERSONNEL:

EPC Prime Contractor:

Office Telephone # _____

Mobile Telephone # _____

Fax Telephone # _____

Superintendent:

Office Telephone # _____
Mobile Telephone # _____
Fax Telephone # _____

Safety Representative:

Office Telephone # _____
Mobile Telephone # _____
Fax Telephone # _____

Drug Test Result Coordinator: (List in order of contact priority)

Name of First Contact: _____
Office Telephone # _____
Mobile Telephone # _____

Name of Second Contact: _____
Office Telephone # _____
Mobile Telephone # _____

Name of Third Contact: _____
Office Telephone # _____
Mobile Telephone # _____

Dispatch Contact Personnel: The following Contractor personnel are the only ones authorized to call the hiring halls to have craft workers dispatched out to this project:

1. _____
2. _____
3. _____

Referral procedures will be in accordance with the provisions contained within the Project Labor Agreement. The referral procedures are to be posted in the hiring halls in order to be in full compliance with the law.

5. WORKFORCE PROJECTIONS:

Workforce Objectives:

| CRAFT | PEAK No. | AVG No. | TOTAL HOURS | TIER 1 HOURS | TIER 1 % | TIER 2 HOURS | TIER 2 % |
|-------------------------------------|----------|---------|-------------|--------------|----------|--------------|----------|
| Asbestos Workers | | | | | | | |
| Boilermakers | | | | | | | |
| Bricklayers | | | | | | | |
| Carpenters | | | | | | | |
| • Carpenters | | | | | | | |
| • Pile Drivers | | | | | | | |
| • Millwrights | | | | | | | |
| Cement Masons | | | | | | | |
| Electrical Workers (Inside Wiremen) | | | | | | | |
| Elevator Constructors | | | | | | | |
| Glaziers | | | | | | | |
| Insulators | | | | | | | |
| Ironworkers | | | | | | | |
| • Structural | | | | | | | |
| • Rebar | | | | | | | |
| Laborers | | | | | | | |
| Operating Engineers | | | | | | | |
| • Op. Engineers | | | | | | | |
| • Op. Engineers Technical | | | | | | | |
| Painters | | | | | | | |
| Pipefitters/Plumber | | | | | | | |
| Plasterers | | | | | | | |
| Roofers | | | | | | | |
| Sheet metal Workers | | | | | | | |
| Sprinkler Fitters | | | | | | | |
| Teamsters | | | | | | | |

6. OPERATIONAL INFORMATION

Shift Schedule: AM _____ to PM _____

Number of Shifts: _____

Pay Day: Thursday

End of Pay Period: _____

First Aid Facilities: Kits _____

Sanitary Facilities: Portable _____

Job Site Telephone Number: _____

Job Site Fax Number: _____

PROPOSED TRADE ASSIGNMENTS

NAME OF CONTRACTOR: _____

CONTRACT # _____

The following jurisdictional trade assignments are proposed and any Union in disagreement with any of these assignments shall state such disagreement at the pre-job conference and follow the procedure set forth at Article 11.

Asbestos Workers: _____

Boilermakers: _____

Bricklayers: _____

Carpenters: _____

Cement Masons: _____

Electrical Workers (Inside Wiremen): _____

Glaziers: _____

Insulators: _____

Ironworkers (Structural): _____

Ironworkers (Rebar): _____

Laborers: _____

Millwrights: _____

Operating Engineers: _____

Painters: _____

Pile Drivers: _____

Asbestos Workers: _____

Pipefitters/Plumbers: _____

Plasterers: _____

Roofers: _____

Sprinkler Fitters: _____

Sheet Metal Workers: _____

Teamsters: _____

UTILIZATION OF EQUIPMENT

NAME OF CONTRACTOR: _____

CONTRACT #: _____

List of equipment and the proposed assignment of craft for full time use of operation of each piece:

EQUIPMENT:

CRAFT:

- | | |
|----------|-------|
| 1. _____ | _____ |
| 2. _____ | _____ |
| 3. _____ | _____ |
| 4. _____ | _____ |
| 5. _____ | _____ |
| 6. _____ | _____ |
| 7. _____ | _____ |
| 8. _____ | _____ |
| 9. _____ | _____ |

- 10. _____
- 11. _____
- 12. _____
- 13. _____
- 14. _____
- 15. _____

TOOLS-OF-THE-TRADE: (Part-time use -- no listing of craft is necessary)

EQUIPMENT:

- 1. _____
- 2. _____
- 3. _____

EQUIPMENT:

- 4. _____
- 5. _____
- 6. _____

SCHEDULE E - JURISDICTION OF UNIONS

RESERVED AND LEFT INTENTIONALLY BLANK

SCHEDULE F - DRUG TESTING POLICY

SAF016 Site Orientation – Access Request

The ID1 construction site is a Drug Free workplace. Alcohol and illegal drugs are strictly prohibited on the project site at any time. Anyone attempting to use, consume, purchase, sell, manufacture, distribute or dispense alcohol or illegal drugs will be removed from the project.

All project site employees must undertake and pass the ID1 standard drug test panel and alcohol screening test. Pre-employment drug testing will be conducted utilizing an oral swab. In the event the individual tests positive, has an inconclusive test, and/or at direction of the medical physician, a urinalysis will be conducted. Substance Abuse Tests will be administered at the ID1 Project Medical Facility and shall be completed successfully prior to being eligible for Site New Hire Orientation. Subcontractors are responsible to account for employee time/cost associated with Substance Abuse testing. Subcontractors shall be responsible for any employee time lost associated with a positive initial Substance screening that is reviewed by the Medical Review Officer and the employee is cleared to perform work on the ID1 Project.

Standard Drug Test Panel

| Drug Group | Screen Cutoff | Confirmation Cutoff |
|--|---------------|---------------------|
| Amphetamines (amphetamine and methamphetamine) | 500 ng/mL | 250 ng/mL |
| Cocaine metabolite | 150 ng/mL | 100 ng/mL |
| Opiates (codeine and morphine) | 2,000 ng/mL | 2,000 ng/mL |
| Phencyclidine (PCP) | 25 ng/mL | 25 ng/mL |
| Barbiturates | 300 ng/mL | 200 ng/mL |
| Benzodiazepines | 300 ng/mL | 200 ng/mL |
| Methadone | 300 ng/mL | 200 ng/mL |
| Propoxyphene | 300 ng/mL | 200 ng/mL |
| 6-Acetyl Morphine | 10ng/mL | 10ng/mL |
| MDMA (Ecstasy/Molly) | 500ng/mL | 250ng/mL |
| Alcohol (Ethanol) | 0.02 BAC | 0.04 BAC |

The Standard Drug Test Panel shall apply to all drug and alcohol testing performed under this policy. All site employees (CMT, Subcontractor and Sub-tier Subcontractor workers) must

successfully complete a pre-employment Substance Abuse test to participate in ID1 Site New Hire Orientation.

Pre-employment Alcohol Test

Alcohol testing will be conducted utilizing an oral swab. In the event the individual tests 0.02 or greater test results will be confirmed utilizing a breathalyzer. If the breathalyzer confirms a test result of 0.02 or greater during pre-employment testing, this will constitute a positive alcohol result.

Random Drug/Alcohol Testing

Triton ID1 Project will randomly drug/alcohol test those assigned to the project for compliance with the projects drug and alcohol-free workplace policy. Random testing means workers will be selected for testing using a computer-based random-number generator. This will result in an equal probability that random workers assigned from the entire project will be tested. Random drug testing will be conducted utilizing a swab. In the event the individual tests positive, has an inconclusive test, and/or at direction of the medical physician, a urinalysis will be conducted.

Each month, on a day selected by a computer-based random-date generator, the onsite medical facility will pull a random selection of worker names and immediately notify the workers selected for testing. Testing must be completed on the same workday the worker is selected, absent extenuating circumstances such as out-of-town travel. In all circumstances, testing must be completed within 24 hours of selection.

If a worker selected for testing is unavailable for a legitimate reason such as an extended medical absence, the onsite medical facility will document the circumstances for failure to test.

Triton ID1 Project has no discretion to waive the selection of an employee selected at random.

Random Alcohol Test

Random alcohol testing will be conducted utilizing an oral swab. In the event the individual tests 0.02 or greater test results will be confirmed utilizing a breathalyzer. If the breathalyzer confirms a result of 0.04 or greater, this will constitute a positive test result. If the breathalyzer confirms a result between 0.02 –

0.039 individual will be stood down for the remainder of the shift. Individual must submit to a breathalyzer prior to the start of their next scheduled shift, breathalyzer result of 0.02 will constitute a positive test result.

Post-Incident Drug/Alcohol Testing

Any project site employee who was involved in an incident which has the potential severity to cause serious injury (including those requiring medical attention, or near miss/or property damage having the potential to injure others) must immediately submit to a drug and alcohol test at the Triton ID1 Medical Facility. Anyone who confirms positive for any illegal substance or controlled substance without a legitimate medical reason will not be assigned to work duties.

Post incident drug testing will be conducted utilizing a swab. In the event the individual tests positive, has an inconclusive test, and/or at direction of the medical physician, a urinalysis will be conducted.

Post Incident Alcohol Test

Post Incident alcohol testing will be conducted utilizing an oral swab. In the event the individual tests 0.02 or greater test results will be confirmed utilizing a breathalyzer. If the breathalyzer confirms a result of

0.04 or greater, this will constitute a positive test result. If the breathalyzer confirms a result between 0.02 – 0.039 individual will be stood down for the remainder of the shift. Individual must submit to a breathalyzer prior to the start of their next scheduled shift, breathalyzer result of 0.02 will constitute a positive test result.

Testing for Cause (Reasonable Suspicion)

Based on their behavior or actions on the job, any project site employee considered by observation to be under the influence of alcohol, non-prescription drugs or affected by drowsiness caused by prescribed drugs or fatigue shall be instructed to stop work and be taken to undergo Substance Abuse testing (same type as ‘post incident’ above). Subcontractor supervision is responsible for managing the ‘testing for cause’ activity of their employee and transporting the worker to and from the ID1 Medical Facility. The subject person may be held in a first aid room

or a safe location until the effects are diminished, and he/she is able to safely leave the premises. Based on testing results, disciplinary action will be taken as necessary. Reasonable suspicion shall only be determined by supervisors who have received training to identify possible substance abuse on the job. Any employee who refuses to submit to a Substance test will be removed from the project.

Reasonable suspicion drug testing will be conducted utilizing a swab. In the event the individual tests positive, has an inconclusive test, and/or at direction of the medical physician, a urinalysis will be conducted.

Alcohol Testing for Cause (Reasonable Suspicion)

For Cause alcohol testing will be conducted utilizing an oral swab. In the event the individual tests 0.02 or greater test results will be confirmed utilizing a breathalyzer. If the breathalyzer confirms a result of 0.04 or greater, this will constitute a positive test result. If the breathalyzer confirms a result between 0.02 –

0.039 individual will be stood down for the remainder of the shift. Individual must submit to a breathalyzer prior to the start of their next scheduled shift, breathalyzer result of 0.02 will constitute a positive test result.

Note: A positive drug or alcohol test result during pre-employment, random, post incident or for cause testing will result in permanent removal for the duration of the project.

Note: Refusal to submit to Drug or Alcohol testing, this will constitute a positive test result.

Note: Subcontractors are responsible for employee time/costs associated with all drug and alcohol tests.

SCHEDULE G -

Work performed pursuant to the bid packages set forth below, which were awarded prior to the Effective Date of this Agreement, shall not be subject to the Agreement:

1. ESI - Office Trailer Hookups
2. SunTec - Fab Foundation Install
3. MMR - Duct Bank – Fab
4. SunTec - Batch Plant
5. W&W - Fab Steel
6. MMR - Site Grounding
7. PCI - Fab Underground Utilities
8. ESI - Probe Retaining Wall
9. Warner – Earthworks

