COLLECTIVE BARGAINING AGREEMENT

Between

Energy Choice California, Inc.

and

Local Unions No. 47 and No. 1245
International Brotherhood of
Electrical Workers

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ARTICLE 1 RECOGNITION

1.1 For the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment, Energy Choice California, Inc. ("Energy Choice" or the "Employer") recognizes:

- !BEW Local 47 as the exclusive representative of all full-time and regular part-time hourly call center Customer Service Representatives and Shift Leaders employed by the Employer who are scheduled for 1250 service hours or more in a calendar year at its Community Choice Aggregator ("CCA") call center operations in Southern California and where the employees reside in Los Angeles, Orange, San Diego, San Bernardino, Riverside, Ventura, Santa Barbara, San Luis Obispo, and Imperial counties; and

- !BEW Local 1245 as the exclusive representative of all full-time and regular part-time hourly call center Customer Service Representatives and Shift Leaders employed by the Employer who are scheduled for 1250 services hours or more in a calendar year at its CCA call center operations in Northern California and where the employees reside in Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Inyo, Kings, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties.

Notwithstanding the foregoing, this Agreement does not cover, and the parties agree that no bargaining unit will include, the following: All other employees, including employees not employed by the Employer, professional employees, confidential employees, casual employees, technical employees, office clerical employees, managers, guards, and supervisors as defined by the National Labor Relations Act. Unless otherwise specified, !BEW Local 47 and !BEW Local 1245 shall be referred to collectively as the "Union" for purposes of this Agreement.

ARTICLE 2 SUCCESSOR

2.1 Any parent or affiliated company of Energy Choice California that acquires any facility at which employees covered by this Agreement have regularly assigned jobs (an "Affiliated Acquiring Entity, or "AAE") shall offer employment to all such covered employees, up to the numbers deemed necessary to operate the facility, under the terms and conditions contained in this Agreement. If there are specific benefits the AAE cannot offer, they shall offer alternate benefits of comparable value and coverage.

2.2 In addition, the AAE shall adopt this agreement or alternate terms and conditions of employment mutually acceptable to the AAE and Union for a period that is not less than the unexpired term of this Agreement that is in effect as of the date employees are hired by either the AAE. This section shall only apply to an acquiring entity that intends to operate the facility in substantially the same manner as Energy Choice.

ARTICLE 3 UNION SECURITY AND ACTIVITY

3.1 AGENCY SHOP

3.1.1 Sixty (60) days after the start of employment, every employee covered by this Agreement shall, as a condition of employment: (I) become a member of the Union; or (2) in the alternative, tender a registration fee to the Union in such an amount as the Union may prescribe (but in no event to exceed the initiation fee required of Union members), and tender, monthly, an agency fee as established by the Union in an amount not to exceed the amount of the monthly dues and per capita fees required of bargaining unit members in their base wage rates.

3.1.2 Any non-bargaining unit employee who is placed in a classification represented by Union shall, as a condition of employment, within thirty (30) days comply with the provisions of Subsection 3.1.1 above.

3.1.3 Any bargaining unit employee who is temporarily placed in a non-bargaining unit classification shall continue to be subject to the provisions of Subsection 3.1.1 above, for the duration of such temporary assignment.

3.2 PAYMENT OF UNION DUES

3.2.1 Any employee who is or who becomes a member of Union shall, as a condition of employment, tender to the Union periodic dues uniformly required by Union as a condition of acquiring or retaining membership.

3.3 CHECKOFF OF DUES

3.3.1 Upon receipt of a "check off authorization card" from an Energy Choice employee who is a member of the Union, the Employer shall deduct from the wages and forward to the Union the membership of such employee regular monthly dues in the amount certified by the Union as applicable to members in good standing, or agency fees of any other employee who individually and voluntarily authorizes such deductions in writing. The form of check-off authorization shall be approved by Employer and Union. The check-off authorization card shall comply with state and federal law. Energy Choice reserves the right to inform its employees about the right to suspend or cease their check-off authorization.

3.3.2 All obligations of the parties under this Section 3.3 shall expire upon the earlier of the expiration of the CBA, or upon the initiation of any strike called during negotiations following the reopening of the CBA. It is specifically agreed that Energy Choice assumes no obligation, financial or otherwise, arising out of its application of the provisions of this Section 3.3, and the Union hereby agrees that it will indemnify and hold Energy Choice harmless from any claims, actions or proceedings arising from or growing out of application of this Section 3.3 by Energy Choice. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

3.4 TERMINATION FOR NON-PAYMENT OF DUES

3.4.1 Upon written request from the Union, the Employer shall, within twenty-one (21) calendar days, terminate the employment of any employee who fails to comply with the requirements of this Article 3.

3.5 UNION ACCESS

3.5.l Union's use of bulletin boards shall be limited to the posting thereon of official notices of meetings and similar matters relating to official Union business and its relationship with Employer. The Union shall not post thereon (i) any matter derogatory to Employer or its customers, or any CCA, or any ultimate energy provider in the stream of business, or (ii) any partisan political matter. The Employer may remove from the board any materials which do not comply with this Article.

3.5.2 The Union may request that any Union representative enter Employer property where employees represented by the Union are employed. The purpose of such authorization shall be to enable the representative to transact Union business, other than the solicitation of employees to join the Union or the collection of dues. The Employer will make a good faith effort to grant the Union's access requests, provided that the Union has given at least twenty-four (24) hours' notice. Union access shall be limited to the reception area and conference rooms, and shall not extend to the call center floor, unless approved by senior management. Union access shall not consume an unreasonable amount of time, interfere with the work of any employee, or interfere with the operations of the Employer. The Union shall hold the Employer harmless as a result of any illness or injury the representative may suffer while being on Employer property.

3.5.3 Subsections 3.5.1 and 3.5.2 of this Article shall not apply to any remote work location or work assignment of the bargaining unit.

ARTICLE 4 HIRING AND EMPLOYEE STATUS

4.1 HIRING

4.1.1 The Union shall maintain a hiring list of candidates eligible and available for employment. The Employer may utilize this list as a source for hiring, but may hire from any source it chooses. Energy Choice shall notify the Union in writing, within thirty (30) days, of the name, address, and date of hire of all new employees.

4.2 SERVICE

4.2.1 Energy Choice may base any employment decision on skills, ability, and performance, and if those factors are substantially similar between employees, then on length of Service.

4.2.2 A period of "Service" is defined as the length of an employee's continuous employment since his/her date of hire with Energy Choice California, Inc., and shall include service for any affiliated companies of Energy Choice. If employees' dates of hire are the same, and the employees came from the same affiliated predecessor employer, then the seniority date at the affiliated predecessor employer shall be used if such dates can be ascertained. If employees are not from the same affiliated predecessor employer, application dates at the affiliated predecessor employers shall be used if such dates can be ascertained. If a tiebreaker is needed, time in the industry, as determined in the Employer's sole discretion, shall be used.

4.2.3 The following periods of absence shall count toward the period of Service for purposes of this Agreement and shall not constitute a break in service:

a. Absences caused by layoff for lack of work, provided that the employee has been absent less than twelve (12) continuous months.

b. Absence on a leave of absence authorized by the Employer, provided that the employee returns to active work with Employer immediately following the leave of absence.

c. Absence due to illness or injury if the employee is entitled to receive sick leave pay or is entitled to receive benefits under the provisions of a state disability plan or Workers Compensation Law, provided that the employee returns to active work with Employer immediately following recovery from the illness or injury.

d. Absence for military service or service in the Merchant Marine, provided that the employee returns to active work with the Employer within the period during which the employee's reemployment rights are protected by law.

e. Absence for Union business for up to thirty (30) days.

4.2.4 The continuity of employee's Service shall be deemed to be broken, and employment shall be deemed to have terminated for just cause, under the following circumstances:

a. The employee is discharged for just cause and not reinstated;

b. The employee resigns or retires voluntarily;

c. The employee is laid off for a period in excess of twelve (12) consecutive months; or

d. Following layoff, the employee fails to return to work within seven (7) calendar days after receiving notice. Notice will be sent by certified mail to last known address on file with the Employer.

4.2.5 An employee who is rehired after a break in Service shall be treated as a new employee for all purposes, and Service and compensation before the break in Service shall not be recognized for any purpose under any provision of this Agreement.

4.3 REGULAR STATUS

4.3.1 Employees shall be designated as probationary or regular employees, depending on the length of their Service.

4.3.2 New employees shall be hired as probationary employees for 120 days. Such employees shall be compensated at a daily rate of pay not less than the minimum wage established for the classification of work to be performed. During the probationary period, the employee shall not acquire any period of Service, or rights with respect to leaves of absence, holidays, job bidding or promotion, demotion or layoff, sick leave, vacation, or similar rights and privileges, unless required by State or Federal Law. The Employer, at its discretion, may discharge any employee during the probationary period and the employee shall have no recourse to Article I 5 (Grievance and Arbitration Procedure).

4.3.3 On the completion of such employee's first 120 days of Service, which is uninterrupted by absence for more than a cumulative total of thirty (30) days for any reason, a probationary employee shall be given status of a regular employee.

4.4 TEMPORARY EMPLOYEES

4.4.1 The Employer shall have the right to hire temporary employees, including employees from AnswerNet. "Temporary employees" shall be defined as employees who are employed for ninety (90) days, or longer by mutual agreement. Such employees shall have no recourse to Article 15 (Grievance and Arbitration Procedure).

4.5 STUDENTS

4.5.1 The Employer shall have the right to hire students and/or interns, except that the use of such students and/or interns shall not result in the layoff of a bargaining unit employee. Use of students/interns shall not exceed ninety (90) days, unless by mutual agreement. Such employees shall have no recourse to Article 15 (Grievance and Arbitration Procedure).

ARTICLE 5 SUBCONTRACTING

5.1 The Employer shall have the right to subcontract bargaining unit work, except that such subcontracting shall not result in the layoff of a bargaining unit employee.

ARTICLE 6 NON-DISCRIMINATION

6.1 The Employer and the Union agree that each will fully comply with all applicable laws and regulations regarding discrimination against an employee because of such person's race, religion, color, natural or protective hairstyles, national origin, ancestry, sex, gender identity or expression, age, sexual orientation, marital status, veteran's status, or disability. Neither the Union nor the Employer shall discriminate against an employee by reason of membership or non-membership in or affiliation with the Union.

6.2 It is the intention of the parties that the grievance procedure set forth in Article 15 (Grievance and Arbitration Procedure) shall be the sole and exclusive remedy of the parties for any dispute that may arise with reference to the provisions of this Agreement or the enforcement thereof. Therefore, resort to any other remedy at law or at equity, administrative or judicial, shall constitute a waiver of the grievance. For the avoidance of doubt, the parties agree that, in the event an employee files a duplicative charge with a court or administrative agency, any duplicative grievance filed by the Union on the employee's behalf must be withdrawn or dismissed.

ARTICLE 7 MANAGEMENT RIGHTS

7.1 The Employer may exercise functions traditionally performed by management, provided that the exercise of these responsibilities does not violate specific provisions in this Agreement. The exercise of management rights set forth herein is not subject to the grievance and arbitration procedure of this Agreement, unless the management right is otherwise restricted by a specific provision of this Agreement. The responsibilities reserved to the exclusive discretion of Energy Choice California include, but are not limited to, the following:

a. Determination of the size, nature and scope of its business;

b. Formulation of financial and accounting procedures;

c. Decisions as to the operations to be conducted and the services to be provided at its facilities or by any unit, department, division or part thereof;

d. Decisions concerning contracting or subcontracting work where, in management's judgment, this is appropriate for business or operational reasons, subject to the terms set fo1th in Article 5 (Subcontracting);

e. Decisions concerning the permanent shutdown of any of its facilities, or any unit, department, division or part thereof;

f. Decisions concerning the ability to lease or sublease its facilities or equipment;

g. Decisions as to the number of Employees, location and relocation of work, and the type and amount of work that will be performed by or within its owned or operated facilities, or any unit, department, division or part thereof;

h. Decisions as to whether, and to what extent, work shall be performed by Employees covered by this Agreement;

1. Decisions as to the scheduling of Employees, number of shifts, and normal starting and stopping times;

J. Decisions as to whether ove1time work will be assigned, the amount of any such overtime work, the numbers of Employees to be assigned, and the selection of which Employees will be assigned the work;

k. Decisions as to the methods of operation, equipment to be used, and any changes in process, methods, equipment or technology, as long as Employees are properly trained prior to the implementation of any new changes in process, methods, equipment or technology;

l. Adoption and implementation of new policies, work rules, procedures and regulations, as well as the modification or amendment of existing policies, work rules, procedures and regulations;

m. Decisions concerning the hiring, termination, assignment, transfer, demotion and promotion of Employees;

n. Decisions concerning the establishment, maintenance and enforcement of productivity and efficiency standards;

o. Decisions as to the skill, ability, qualifications, training, and experience that may be required in order to perform work, and ability to judge skills, ability and performance of each Employee;

p. Decisions concerning the counseling, reprimanding, discipline and discharge of Employees for just cause, with the specific understanding that any discipline must be for just cause and that the Union may grieve and arbitrate any such decisions under this Agreement;

q. Decisions concerning compensation in excess of the mm1mum levels of compensation required under this Agreement;

r. Decisions concerning the implementation, modification and cessation of Employee recognition programs;

s. Decisions concerning the establishment, modification and elimination of job classifications;

t. Decisions concerning the establishment, modification and elimination of job descriptions, including changes to supervisory reporting structure, addition of educational requirements, certifications, or licenses required by Energy Choice California, the law, or regulatory agencies;

u. Decisions on remote working requirements including but not limited to location of work, work room environment, equipment and software, connectivity and internet requirements, safety and health practices/repo1ting, and work time and break requirements; and

v. Decisions on remote workspace inspection and investigation requirements necessitated by Employer's insurance carriers, benefits providers, governing or regulatory bodies, and/or judicial process or related to Employer's applicable compliance obligations with any of the same.

ARTICLE 8 WORKING CONDITIONS

8.1 WORKDAYS AND WORK WEEKS

8.1.1 The work week shall commence on Monday. The Employer retains the right to set regular schedules, implement new schedules or to discontinue or alter existing schedules in accordance with this A11icle.

8.1.2 Employees will be assigned to a regular schedule dependent on the hours of service of the CCA the employee serves. If the Employer needs to adjust employees' regular schedules, the Employer will initially seek volunteers. If the Employer does not receive sufficient volunteers, the Employer will make changes to employees' regular schedules based on skills, ability, and performance, and if all else is equal, then based on reverse seniority.

8.1.3 The Employer will electronically post the schedule ten (I 0) days in advance, except in situations beyond the Employer's control (e.g., emergency, power outage, server outage). The posted schedule may be changed due to operational needs, including but not limited to call outs, requests for schedule changes, and/or coverage due to volume. The Employer shall provide fourteen (14) days' notice to the employee of a change to his or her regular schedule. Notwithstanding the foregoing, when an event causes the need for a change to an employee's regular schedule after the schedules are posted, the Employer will provide notice to the employee of the change within 48 hours of the event causing the need for such a change.

8.2 WORK SCHEDULES

8.2.1 It should be understood that there is never a guarantee of hours, and the Employer has the right to schedule based on the needs of a Community Choice Aggregator and its customer. Scheduling decisions will be based on skills, ability, and performance, and if those factors are substantially similar between employees, then on length of Service.

8.3 SHIFT WORK

8.3.1 Due to the nature of Employer's business needs, Employer may remain open holidays, evenings and weekends. Employees, therefore, may be required to work day, evening and/or night shifts, inclusive of weekends and holidays when required by Employer. Scheduling decisions will be based on skills, ability, and performance, and if those factors are substantially similar between employees, then on length of Service.

8.4 OVERTIME

8.4.1 Overtime shall be scheduled on a voluntary basis. Where there are no volunteers, the Employer may assign overtime without regard to length of service, provided the employee is otherwise qualified to perform the available work. No overtime shall be worked unless expressly authorized by the Employer.

8.5 LUNCH AND REST BREAKS

8.5.1 The Employer will provide lunch and rest breaks consistent with California law.

8.6 REPORTING TIME/EMERGENCY CALL OUTS

8.6.1 Employees shall report to work each scheduled working day unless notified by the Employer not to report to work. Employees who report to work for their regularly scheduled shift at the scheduled time and place and are not put to work shall be paid for half the scheduled shift, but in no event for less than two (2) hours nor more than four (4) hours, at the regular rate, except when: (i) notification has been given by the Employer not to report to work, (ii) operations cannot commence due to threats to employees or property, (iii) recommended by civil authorities, (iv) public utilities fail to supply electricity, water or gas, or there is a failure in the public utilities or sewer system, or there is a carrier/internet service provider outage, or (v) work is interrupted due to an Act of God or other cause not within the Employer's control. For prearranged work on a non-work day or for an emergency call out, the employer must notify the employee of cancellation of the assignment by the end of their work period on their last regularly scheduled work day. If the employee is not given notice of the cancellation in that time frame, the employee is entitled to a minimum of two (2) hours of compensation at the regular rate of pay.

ARTICLE 9 GENERAL RULES OF CONDUCT/PROGRESSIVE DISCIPLINE

9.1 Employees who have completed their probationary period shall not be disciplined or discharged except for just cause. The four (4) basic progressive disciplinary steps listed below will be followed for disciplinary action. These steps will generally be taken in the order listed, although some steps may be omitted when serious misconduct has been committed:

a. Documented Verbal Warning;

b. Written Warning;

c. Final Warning, Suspension, or Disciplinary Transfer; and

d. Discharge.

9.2 Employees subject to this Agreement are required to follow the work rules set forth in the Employer's Employee Handbook. The Employer has the right to promulgate and enforce other reasonable work rules. The Employer may use electronic monitoring devices for purposes of discipline where violations of Employer work rules are alleged.

9.3 Notwithstanding the foregoing, employees are subject to immediate discharge for engaging in any grossly negligent, serious, wanton, reckless, or willful misconduct, regardless of whether the employee has received prior discipline or corrective action. Serious and wanton misconduct includes, but is not limited to: reporting to work in possession of or under the influence of alcohol or illegal drugs or violating the Employer's Drug and Alcohol Testing Policy; the possession of firearms or weapons while on company property; theft, destruction or abuse of Employer, client or coworker's property; actual or threatened physical violence toward management or coworkers; sexual harassment of management or fellow employees; falsification of Employer or client records including employment applications, medical history, reasons for absenteeism, reimbursement requests or supporting documentation, attestations regarding remote workspace conditions, and time- keeping records; gross insubordination; unauthorized use of client or Employer computers, phone lines, software, or equipment for personal, illegal or illicit purposes at any time; unauthorized use of personal computers, phone lines, or equipment for illegal or illicit purposes during work time, exclusive of lunches and breaks; failure to abide by safety or injury reporting rules and policies; disclosure of Employer secrets or confidential client information; inappropriate contact with the Employer's clients, coworkers and callers that violates Employer policy or law; use of profane or abusive language to clients, coworkers or callers; smoking in prohibited areas after being warned; or any other conduct resulting in actual or potential significant financial loss, serious injury or destruction of property of the Employer.

9.4 Any employee who is required to attend an investigatory interview that may result in disciplinary action (for that employee), shall be entitled, but not required, to have either a Union delegate, or a non-employee Union representative at such interview. At that interview, the Union delegate or non-employee Union representative shall not prevent, delay, or otherwise impair the Employer from obtaining the employee's own

contemporaneous account of the matter under investigation, consistent with the principles articulated by the U.S. Supreme Court in *NLRB v. J Weingarten. Inc.,* 420 U.S. 251 (1975). An employee may select a Union delegate or non-employee Union representative of his or her choice, provided the delegate or non-employee Union representative is available; however, the Employer is not required to unreasonably delay an investigatory interview because of the claimed unavailability of a particular union delegate or representative. A request for Union representation shall not delay investigation for more than 24 hours. Should the employee decline to be represented by any available delegate or non-employee Union representative during the same work shift in which notification of an investigatory interview is given, or if no Union delegate or non-employee Union representative is available within the time frame provided herein, the Employer may at its discretion elect to conduct such meeting consistent with the law or without such meeting make a determination based upon the evidence in hand. The provisions set forth in this paragraph shall not be extended to apply to meetings in which the Employer does not investigate, but merely communicates predetermined discipline.

ARTICLE 10 ATTENDANCE

I 0.1 The Employer's time and attendance policies and the Employer's right to enforce such policies, are expressly incorporated into the Agreement. Violations of the Employer's time and attendance policies shall constitute just cause for discipline, up to and including termination. Notwithstanding the foregoing, in the event of a call off within the two (2) hour window before the start of the shift, and employee may provide evidence to the Employer within one (I) working day to demonstrate that the employee was not reasonably able to reach the Employer within the two hour window, and the Employer shall consider such evidence and exercise discretion when deciding whether to issue discipline. Discipline pursuant to this Section I 0.1 shall be subject to Article 15 (Grievance and Arbitration Procedure). The Employer agrees to provide the Union with notice and the opportunity to bargain regarding changes to the attendance policy.

ARTICLE 11 SAFETY

11.1 The Employer will provide working conditions that are in compliance with applicable state and federal safety laws and regulations. Employees will comply with all written safety rules, procedures, regulations, directives, and policies. Employees shall immediately report any work-related hazardous or unsafe conditions and work-related injuries to the employee's supervisor, including those in or from the remote workspace.

11.2 Employees who report any work-related hazardous or unsafe conditions or work-related injuries in or from the employee's remote workspace shall permit the Employer to inspect the same upon reasonable notice but not less than 24 hours from the time of the report. The Employer shall perform such inspection not earlier than 24 hours from the time of the report and not later than ten (10) business days from the time of the report.

ARTICLE 12 DRUG TESTING

12.1 The Employer may conduct drug screening, including pre-employment drug screening, per its regular policy; employees who violate alcohol/substance use and abuse rules will be subject to termination or other discipline, in the Employer's sole discretion; the Employer may conduct drug screening for cause or reasonable suspicion, and post-accident in situations where there is reasonable suspicion of impairment due to drugs and/or alcohol. The Union will not agree to termination for first positive test that does not also involve on the job conduct.

ARTICLE 13 JOB BIDDING, PROMOTION AND TRANSFER

13.1 Whenever a vacancy occurs within a covered classification, which the Employer intends to fill on a regular basis through promotion or transfer, preferential consideration shall be given to any regular employee based upon skills, ability, and performance, and if those factors are substantially similar between employees, then on length of Service.

ARTICLE 14 LAYOFF

14.1 When an employee is to be laid off or demoted because of lack of work, preferential consideration shall be given to any regular employee as set forth in Subsection 4.2.1 above.

14.2 The Employer shall give each employee as much advance notice thereof as practicable, but in no event shall a regular employee be given less than ten (I 0) work days' notice of layoff or demotion due to lack of work, provided, however, that notice of layoff need not be given to an employee who is employed on a probationary or temporary basis.

14.3 For the purpose of this Article, part-time employees are considered to be a different classification than full-time employees with the same job title.

14.3.1 No regular full-time employee will be displaced, demoted, or laid off due to the usage of part-time employees. When layoff and/or demotion is to be implemented, all part-time employees shall be affected prior to regular full-time employees.

14.3.2 Part-time employees shall not displace full-time employees, regardless of seniority. Part-time employees may only displace other part-time employees in the same or lower classifications.

ARTICLE 15 GRIEVANCE AND ARBITRATION PROCEDURE

15.1 A grievance is defined as and shall include any and all disputes of the Employer, employee or the Union that may arise with reference to the provisions of this Agreement or the enforcement thereof. The parties recognize that prompt settlement of all disputes is essential to a harmonious relationship and agree that every effort will be made, in good faith, to resolve such disputes in the minimum possible time, consistent with the procedures set forth herein.

l 5.2 A grievance shall be reduced to writing, and must contain a statement of the grievance, the name of the employee(s), the circumstances and facts upon which it is based, the date the alleged violation occurred, the Section of this Agreement allegedly violated, and the remedy being sought. The employee or the Union must submit the written grievance form to the immediate supervisor within fifteen (l 5) working days following the act or the condition which gave rise to the grievance, or the time in which the employee or Union reasonably should have known of the act or the condition which gave rise to the grievance.

15.3 As soon as practical following the filing of a timely grievance, representative of the Employer and the Union shall make a full and complete investigation of all the factors pertinent to the grievance.

15.3.1 The parties will arrange a mutually convenient time for a meeting to discuss the grievance.

15.3.2 If no settlement of grievance comes from the Subsection 15.3.1 grievance meeting, a meeting between the Union's Assistant Business Manager and a senior manager for the Employer will take place within thirty (30) calendar days to discuss remedies.

15.4 Within fourteen (14) days of the grievance meeting set forth in Subsection 15.3.2, either the Employer or the Union may request that a grievance be submitted to arbitration. The parties will make a good faith effort to mutually agree to the selection of the arbitrator. If the parties are unable to agree upon an arbitrator, the parties will contact the FMCS, request a panel of seven (7) arbitrators from the California geographical region, and strike names from the panel until one remains.

15.5 Arbitration shall be conducted according to the rules established by the FMCS. The arbitrator shall apply a preponderance of evidence standard in all cases, except that the Arbitrator may select a different standard where conduct would constitute moral turpitude. The arbitrator shall prepare and submit to the parties, in writing, a report and decision. The arbitrator shall be bound strictly by the terms and provisions of this Agreement, and shall have no power to modify, amend or add to the Agreement, nor shall the arbitrator substitute his or her discretion for that of the Employer where such discretion has been retained by the Employer. The resolution of a timely grievance shall be final and binding on the Employer, Union, and grievant. Notwithstanding the foregoing, the arbitrator's award may be set aside when the arbitrator: (a) exceeded his/her authority in making the award, (b)

exceeded his/her jurisdiction under the terms of this Agreement, or (c) the award is contrary to law.

15.6 An employee may not be demoted, disciplined, or dismissed from the Employer's service without just cause. The arbitrator's award in disciplinary cases is limited to back pay and/or reinstatement, or reinstatement to a similar position at the parties' discretion if irreconcilable conflicts exist. The employee has an obligation to mitigate his or her damages. The arbitrator may not award attorney's fees, punitive damages, general compensatory damages, or costs. The arbitrator's fees and expenses will be shared by the parties to this Agreement.

15.7 The Grievant's or Union's failure to meet a deadline waives the grievance. Requests for extensions of time limits may be made verbally with follow-up written documentation.

ARTICLE 16 NO STRIKE/NO LOCKOUT

16.1 It is agreed that during the term of this Agreement there shall be no strikes, picketing, work stoppages; lockouts; withholding of labor; slowdowns; partial strikes; intermittent or rolling strikes; boycotts; sympathy strikes; corporate campaign tactics; or handbilling; or any other concerted action where the purpose, or effect, is to inte1TUpt, interfere with, impair, impede or obstruct any phase of Energy Choice California's operations or business, or of any investor, customer, parent, affiliate, subsidiary, owner, partner, joint venture, or other operation of them, and there shall be no lockouts by the Employer.

16.2 The Union agrees that it will not aid, abet, sanction or encourage any conduct that would violate the "stoppage of work" provision of this Agreement, and further agrees to make an immediate, reasonable good faith effort to prevent or stop any such conduct.

ARTICLE 17 EXPEDITED ARBITRATION

17.1 In lieu of, or in addition to, any other action at law or equity, including use of the regular Grievance procedure, any party may institute the following expedited procedure when a breach of Article 16 (No Strike/No Lockout) is alleged:

17.1.1 The party invoking this procedure shall notify the other party of the alleged breach of this Article and the notifying party's desire that the dispute be submitted to expedited arbitration pursuant to the streamlined procedures set forth in this Article. Notice to the party alleged to be in violation shall be by the most expeditious means available, and notice by electronic mail shall be deemed sufficient.

17.1.2 The parties will mutually agree upon two permanent Arbitrators who will decide disputes under this procedure. The party invoking this procedure shall notify either of the permanent Arbitrators. In the event that neither of the permanent Arbitrators is available, JAMS shall select an alternative arbitrator pursuant to its Comprehensive Arbitration Rules and Procedures within twenty-four (24) hours of notice.

17.1.3 If the alleged violation of this Article is ongoing, the appointed arbitrator shall set and hold a hearing within twenty-four (24) hours of his/her appointment. If the alleged violation is not ongoing, the appointed arbitrator shall set and hold a hearing within seven (7) days of his/her appointment. The arbitrator shall notify the parties by facsimile or electronic mail of the date, time, and location of the hearing. The hearing shall be completed in one session, and the parties shall be permitted to make closing arguments, but shall not submit post-hearing briefs. A failure of any party to attend the hearing shall not delay the hearing or the issuance of the arbitrator's award.

17.1.4 The sole issue to be decided by the arbitrator shall be whether or not a violation of this Article has occurred. The arbitrator shall have no authority to consider any matter in justification, explanation, or mitigation of such alleged violation. The arbitrator shall issue an award in writing within three (3) hours after the close of the hearing and may order cessation of any and all ongoing actions or conduct deemed to be in violation of this Article. The arbitrator's award may be issued without an opinion and shall be served upon the parties by hand, facsimile, or electronic mail upon issuance. If any party desires an opinion, the arbitrator shall issue an opinion within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the award.

17.1.5 The arbitrator's award shall be final, binding, and non-reviewable as to the merits. The award may be enforced by a court of competent jurisdiction upon the filing of this Agreement and all other relevant documents. Notice of the filing of such enforcement proceedings shall be given to the other party by facsimile or electronic mail transmission. In any such proceeding seeking a temporary restraining order to enforce an arbitrator's award issued under this Article, the parties waive the right to a hearing and agree that the party seeking to enforce the award may proceed *ex*

parte, provided that prior notice of the enforcement action has been provided to the opposing party as set forth in this section. The parties do not waive their rights to request or participate in a hearing concerning any further relief, including preliminary or permanent injunctive relief, before the court. If a court issues an order enforcing the arbitrator's award, the patty seeking such enforcement shall serve the court's order on the opposing party by hand, facsimile, or electronic mail transmission. The parties waive the posting of any bond as security for an order of the court.

17.1.6 The parties expressly waive any rights created by statute or law governing arbitration proceedings to the extent that they are inconsistent with the expedited arbitration procedures set forth in this Article or will interfere with such expedited procedures.

17. I.7 The fees and expenses of the arbitrator shall be borne by the party or parties found to be in violation of this Article, or in the event no violation is found, by the moving party.

17.1.8 If the arbitrator determines that a work stoppage has occurred in violation of this Article, the Union shall, within four (4) hours of receipt of the arbitrator's award, direct all of employees participating in such work stoppage to cease the work stoppage immediately and to abide by and follow any directives from the Employer concerning such employees' return to work. The Union shall provide the Employer with copies of any written materials it distributes to employees concerning the cessation of the work stoppage and/or their return to work or, if such direction is provided orally, shall provide the Employer with a notice describing the direction given to employees and a description of how that direction was provided.

17.2 The parties agree that in view of the Employer's key position in the community as a call center operator for Community Choice Aggregators, which are a public service requiring continuous service, and the difficulty of proving damages for the Union's violation of this Article, the arbitrator may award liquidated damages for any violation of this Article. Liquidated damages are equal to $I 0,000 per shift of violation, starting with the first full shift after notice of violation is provided under this Article, or as otherwise provided by proof of same.

ARTICLE 18 WAGES

18.1 Base Wage Rates. During the Term of this Agreement, bargaining unit employees will earn the following wage rates:

	2024	2025	2026
Trainee	$22.07	$22.73	$23.41
CSRl	$22.33	$23.00	$23.69
CSR2	$22.87	$23.56	$24.26
Lead	$23.66	$24.37	$25.10

18.2 Retroactive Payment. The 2024 rate increase reflected in Section 18. l shall be made retroactive to February 17, 2023, via lump sum payment, less all applicable deductions (the "Retroactivity Payment"), to all bargaining unit members employed as of the date of the Retroactivity Payment. The Employer shall make the Retroactivity Payment within a reasonable time period following the ratification of the Agreement by both IBEW Local 47 and IBEW Local 1245.

18.3 Bilingual Differential. The Employer shall pay $0.25/hour additional premium to agents who provide bilingual services.

ARTICLE 19 FRINGE BENEFITS

19.1 The Employer has the right but not the obligation to provide the employees with any or all benefits provided to any of its non-union employees to achieve standardization of benefits for the Employer and its affiliated companies. Full-time employees shall be eligible for benefits after completing ninety (90) days of employment.

19.2 The parties agree there shall be no Taft-Ha11ley multi-employer pension or benefits plans.

ARTICLE 20 TIME OFF

20.1 PAID TIME OFF

20. I. I Employees shall accrue paid time off ("PTO") according to their length of Service, pursuant to the PTO policy established by the Employer:

First year of employment	5 days	I.54 hours per pay period
After one year of employment	10 days	3.08 hours per pay period
After ten years of employment	15 days	4.62 hours per pay period

Notwithstanding the foregoing, employees who are regularly scheduled for less than twenty (20) hours per week are not eligible to accrue PTO.

20.1.2 For purposes of scheduling PTO, length of service shall be the guiding factor, provided that operations run efficiently, and further, provided that those employees who are scheduled have the skills, abilities, and qualifications to complete the available work. The decision on whether the requisite skills exist shall remain with the Employer. Employees must submit requests for specific day(s) off to their manager at least two (2) weeks in advance of the posting of the schedule, except as otherwise provided by law. Requests made inside of two (2) weeks will be considered on a case by case basis.

20.1.3 The Employer agrees to provide the Union with notice and the opportunity to bargain regarding changes to the PTO policy.

20.2 HOLIDAYS

20.2.1 Holidays shall be observed on:

- New Year's Day, January 1"
- Memorial Day, Last Monday in May
- Independence Day, July 4th
- Labor Day, First Monday in September
- Thanksgiving, Fourth Thursday in November
- Christmas Day, December $25^{1}{}_{h}$

The Employer shall designate up to six (6) additional holidays per year, in accordance with the holidays established by the CCAs. The Employer will notify employees of the holiday schedule each year by December 31 of the prior year.

20.2.2 Holidays shall be paid as follows: The employee shall receive the day off, and shall be paid eight (8) hours of holiday pay based upon his or her regular rate of pay.

20.2.3 To be eligible to receive holiday pay, an employee must qualify under the following conditions:

a. The employee must have worked during the payroll period in which the holiday occurs; and

b. The employee must have worked their last scheduled shift preceding the holiday and their first scheduled shift following the holiday; except when the employee is on an approved Leave pursuant to this Article 20, or absent with permission of the Employer.

20.3 JURY DUTY/WITNESS LEAVE

20.3. l Full-time employees are eligible for a maximum of two (2) days of paid leave to serve on jury duty or comply with a subpoena. The employee may be required to present documentation to certify attendance (e.g., summons, completion of service). If the employee is excused from a full day of service, he or she must notify their supervisor. Upon completion of service, the employee must report back to work for the next scheduled shift.

20.3.2 Part-time employees are not eligible for jury duty leave.

20.4 BEREAVEMENT LEAVE

20.4. l Full-time employees who have completed their probationary period are eligible for a maximum of two (2) days of paid leave and three (3) days of unpaid leave in the event of the death of the employee's spouse/domestic partner, son/daughter, sister/brother, mother/father, or mother-in-law/father-in-law.

20.4.2 Full-time employees who have completed their probationary period are eligible for a maximum of one (1) day of paid leave and four (4) days of unpaid leave in the event of the death of the employee's grandparent or grandchild.

20.4.3 Employees who have completed at least thirty (30) days of employment and are not covered by Subsections 20.4.1 or 20.4.2 are eligible for a maximum of five (5) days of unpaid leave in the event of the death of the employee's spouse/domestic partner, son/daughter, sister/brother, mother/father, mother-in-law/father-in-law, or grandparent or grandchild.

20.4.4 Employees may be granted time off without pay in the event of the death of the employee's other family members, relatives or friends, in the Employer's discretion.

20.4.5 If requested by Employer, employees shall provide Employer with documentation of the family member's death within thirty (30) days of the first day of leave taken under this Section 20.4. Examples of acceptable documentation include death certificates, published obituaries, or written verifications of death, burial, or

memorial services from mortuaries, funeral homes, burial societies, crematoriums, religious institutions, or governmental agencies.

20.5 UNPAID LEAVES OF ABSENCE

20.5.1 Upon timely written request, an eligible employee shall be granted unpaid leave(s) of absence, consistent with the requirements of the Employer's operations and in accordance with applicable law. Employees may contact their manager for additional information regarding eligibility, documentation, compensation and employment status during a leave of absence.

ARTICLE 21 TOOLS AND EXPENSES

21.1 REIMBURSEMENTS

21.1.1 Employees shall receive a per shift stipend of $1.30 as reimbursement for a reasonable portion of both reasonable and necessary recurrent business expenses, including space, utilities, and internet, and depreciation costs associated with any tools and/or equipment employees opt to voluntarily utilize.

21.2 TOOLS AND EQUIPMENT

21.2.1 Employees may voluntarily opt to utilize their own necessary tools and equipment.

21.2.2 For employees who do not opt to use their own necessary tools and equipment, Employer will provide the necessary tools and equipment to perform unit work upon request. Necessary tools and equipment shall be determined by Employer in Employer's discretion. Examples include: (l) headset; (2) keyboard; (3) mouse; (4) ethernet cable; (5) monitor; and (6) PC Tower.

ARTICLE 22 LABOR-MANAGEMENT COOPERATION

22.1 The Union will continue to support Energy Choice California in its efforts to service customers in the energy industry, develop its operations, and preserve and grow employment opportunities for members of the bargaining unit.

ARTICLE 23 PERFORMANCE OF BARGAINING UNIT WORK BY NON-BARGAINING UNIT EMPLOYEE

23.1 Supervisors and other employees shall not perform work customarily assigned to employees in bargaining unit classifications except:

(1) Emergency situations;

(2) Training of employees and demonstrating work methods;

(3) Incidental assistance and de minimis assignments;

(4) Escalated calls, that are unable to be handled by a lead agent in which a manager needs to provide assistance to a customer; or

(5) Overflow calls exceeding the volume that can be handled by bargaining unit employees during a shift (e.g., due to operational needs, attendance issues, calls outs, etc.).

23.2 Such assignments are not to be deliberately made for the purpose of reducing the number of employees performing work within bargaining unit classifications.

ARTICLE 24 NO JOINT EMPLOYER

24.1 The parties agree that nothing in this Agreement is intended to, nor shall be construed to, create a joint employer relationship between Calpine Corporation and Calpine Energy Solutions, LLC, and any investor, customer, parent, affiliate, subsidiary, owner, pa1iner, joint venture, or other operation of them, and AnswerNet, Inc., New AnswerNet, Inc., Cerida Investment Corporation, New Taction, Inc., TelePartners Call Centre, Inc., and Integrated Messaging, Inc., any investor, customer, parent, affiliate, subsidiary, owner, partner, joint venture, or other operation of them, and Energy Choice California. The Union waives its right to assert joint employer status among any of the entities identified herein.

ARTICLE 25 TERM OF AGREEMENT

25.1 This Agreement shall become effective on July I, 2024, and shall continue in full force and effect for an initial term that extends until December 31, 2026 (the "Anniversary Date"), and shall terminate if either party serves a notice of modification or termination at least sixty (60) days prior to the Anniversary Date. If neither party serves notice at least sixty (60) days prior to the Anniversary Date, the Agreement shall continue from year to year thereafter, provided however, that either pm1y may, by written notice not later than sixty (60) days prior to the Anniversary Date, serve notice to modify or terminate this Agreement as of the Anniversary Date.

25.2 Notwithstanding the foregoing, in the event the Employer's customer(s) terminate their service agreements with the Employer, and the Employer must lay off employees in the bargaining unit, the Agreement will terminate as of the last date of employment for the last remaining bargaining unit employee.

IN WITNESS THEREOF, the parties have caused their names to be subscribed by their duly authorized officers and representatives as of this 1st day of July 2024

Melanie Pudles
President and CEO
Energy Choice California, Inc.

Gary Pudles
Managing Director
Energy Choice California, Inc.

Jennis Narayan
Director of Operations
Energy Choice California, Inc.

Linda Herner
Senior National Client Solutions Manager
Energy Choice California, Inc

Colin Lavin
Business Manager
IBEW Local No. 47

Erin Koh
Business Representative
IBEW Local No. 47

Robert Dean
Business Manager
IBEW Local No. 1245

Al Fortier
Sr. Assistant Business Manager
IBEW Local No. 1245

Graciela Nunez
Business Representative
IBEW Local No. 1245

APPROVED
INTERNATIONAL OFFICE - I.B.E.W.

12/9/2024

Kenneth Cooper,
International President

This approval does not make the International a party to this agreement.