

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**GRANITE RIDGE OPERATING, LLC  
and**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

**LOCAL UNION NO. 1837**

**September 28, 2020**

**To**

**September 27, 2023**



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## **AGREEMENT**

THIS AGREEMENT is made and entered into this 28<sup>th</sup> day of September 2020 by and between GRANITE RIDGE OPERATING, LLC, hereinafter referred to as "the Company," and the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL UNION NO. 1837 hereinafter referred to as "the Union."

### **ARTICLE I. RECOGNITION**

The Company recognizes the Union as the exclusive bargaining representative for all full time and regular part time operations and maintenance employees employed at the 21 N. Wentworth Avenue, Londonderry, New Hampshire facility, but excluding managers, office clericals, professional employees, temporary employees, guards and supervisors as defined in the Act.

### **ARTICLE II. DEFINITION OF EMPLOYEE**

The parties agree that the term "regular employee" shall mean any Bargaining Unit employee who has successfully completed his or her probationary period. The term "probationary employee" shall mean any employee who has not been employed by the Company at the 21 North Wentworth Ave., Londonderry facility for a period of one hundred and eighty (180) days. The probationary period may be extended by mutual, written agreement of the parties for a period of no longer than an additional 180 days. Probationary employees may be discharged or disciplined with or without cause and shall not have recourse to the arbitration or grievance provisions of this Agreement relative to said discharge. The term "temporary employee" shall mean one who is hired for a specified job or period of time but who is not intended to become or replace a regular employee as defined

above, and whose employment is not intended to last for more than 180 days. A temporary employee is not covered by the Collective Bargaining Agreement. A temporary employee's employment shall not continue for more than 180 days within any 12-month period, unless extended by mutual written agreement.

### **ARTICLE III. UNION SECURITY**

**Section 1.** It shall be a condition of employment that all employees of the Company covered by this agreement who are members of the Union in good standing on the effective date of this agreement shall remain members in good standing and those who are not members on the effective date of this agreement shall on the thirtieth (30<sup>th</sup>) day following the effective date of this agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this agreement and hired on or after its effective date shall, on the thirtieth (30<sup>th</sup>) day following the beginning of such employment become and remain members in good standing in the Union.

**Section 2.** The Company agrees to make weekly payroll deductions for Union dues upon written authorization of employees who are Union members with their signatures properly witnessed and to forward the amounts so deducted to the financial secretary of the Union in accordance with a procedure approved by the Company and the Union. The Company will inform the Union of the names; job title and work location of all newly hired represented employees within seven (7) business days of the new employee's starting date. Such notification will normally be done via email to the Union.

**Section 3.** The Union agrees to indemnify and hold the Company harmless from all loss, cost, liability, damage and reasonable expense (including court costs but not

including attorneys fee), incurred or imposed upon the Company on account of or as a result of any claim, demand, suit, action, unfair labor practice charge, or any other legal or administration proceeding whatever, made or asserted against the Company by or on behalf of any employee or employees on account of any allegedly wrongful or unlawful suspension or discharge from employment or deduction from wage, under the provisions of this Article.

#### **ARTICLE IV. MANAGEMENT RIGHTS**

**Section 1.** Except as modified by an explicit provision of this Agreement, the Company retains the sole and exclusive right, to operate, control and manage the facility, and all business of the facility, and shall continue to be exclusively responsible for all managerial functions and prerogatives. In no event shall any managerial right, function or prerogative be deemed to have been modified, diminished or impaired by any past practice or course of conduct, prior to March 27, 2016 or other than as stated by an explicit provision of this Agreement.

Specifically, but without in any manner limiting or affecting the generality of the forgoing, it is understood and agreed that this Agreement does not affect and shall not be construed to impair or limit in any way the Company's right in its sole discretion; to determine the operations, business and services which will be rendered and carried on; to demote, reprimand, suspend, discharge or otherwise discipline employees for proper cause; to hire and determine qualifications of employees; to assign and direct their work; to promote, transfer, layoff and recall employees; to determine the suppliers and customers with whom it will deal, and the services, materials, equipment, and supplies that will be purchased, leased or otherwise acquired; to increase and decrease the size of the work force; to establish and enforce production, quality and service standards for its business and

services; to introduce new and improved production, maintenance and service methods and facilities; to change, combine, establish or discontinue departments, jobs or operations; determine when and if vacancies in the working force shall be filled and whether they shall be filled temporarily or permanently and to subcontract such of the production, maintenance and delivery work of the business as the Company may from time to time deem advisable or necessary and to discontinue temporarily or permanently, in whole or in part, the operations of the business covered or affected by this Agreement.

**Section 2.** The Company shall also have the specific right to make and enforce new work rules, and to enforce, change, abolish or modify existing rules, applicable to employees covered by this Agreement, as it may from time to time deem necessary or advisable, unless expressly prohibited from so doing by an explicit provision of this Agreement. Such work rules shall be reasonable and supported by business related reasons and may include, but are in no way limited to, attendance policies, disciplinary rules, operational and productivity standards and procedures, safety rules and procedures, check-in/check-out procedures, rules relating to the property and drug and alcohol policies. Prior to implementation of new or amended work rules, the Company shall give the Union notice and opportunity to discuss changes that materially impact terms and conditions of employment of bargaining unit members.

The Union may grieve any work rule or exercise of management rights under this Article. In evaluating such a grievance, however, the arbitrator shall defer to the reasonable business judgment of the Company.

## **ARTICLE V. CONTROL AND DISCHARGE**

**Section 1.** The Company shall have the right to discharge employees during their probationary period with or without cause, and without recourse by the Union or by such probationary employee to the grievance procedure of this Agreement.

**Section 2.** The Company shall have the right to discipline or discharge employees who have completed their probationary period, for just cause. While it is the policy of the Company to warn employees for minor infractions before taking disciplinary action or discharging them, it is understood that there are certain offenses for which there will be "zero tolerance." Such offenses include, but are not limited to, the following, which shall be cause for immediate discharge without warning; acts of significant dishonesty, gross insubordination; fighting while on the Company premises, or on duty; serious safety violations; "horseplay" of such a nature as to be capable of causing personal injury or property damage; sleeping on the job; failure to maintain valid licenses required for the job by a state, local or federal governmental entity; reckless operation of a Company vehicle; violations of the Fitness for Duty policy that are cause for discharge; carrying or being in possession of a weapon while on the Company premises or while on duty; theft of property; conviction of or pleading guilty to a felony (though Company will consider the circumstances, the nexus to the job, and any mitigating factors); falsification of records or reports; stealing or willful or reckless damage to Company equipment or property; willful or reckless violation of environmental regulations; failure to report an accident; false or malicious public displays or expressions intended to harm the Company's image or reputation; participation in any activity prohibited by the Article of this Agreement entitled "No-Strike and No-Lockout Clause."



## **ARTICLE VI. SENIORITY**

**Section 1.** An employee's seniority shall be computed based upon continuous employment in the bargaining unit at the Granite Ridge facility, except that a new employee shall be on probation for the first one hundred and eighty (180) days of his/her employment and during said period may be discharged with or without cause. After serving the probationary period, a new employee shall be placed on the seniority list and given seniority as of the first day he/she was hired into a bargaining unit position. There shall be no seniority among probationary employees, and there shall be no responsibility for re-employment of probationary employees if they are laid off or discharged during their probationary period.

**Section 2.** An employee shall lose seniority and his/her status as an employee shall cease for any of the following reasons:

1. If an employee quits, is discharged for cause or retires.
2. If an employee has not actively worked for the Company for twelve (12) consecutive months due to layoff.
3. If an employee is absent from work without notifying the Company, unless the employee presents evidence satisfactory to the Company proving that an event has occurred which prevented them from notifying the Company.
4. If an employee, after having been laid off, fails to report for work on the date specified in a recall notice, or within ten (10) days of the mailing of the notice, whichever is longer. An extension of the return to work date can be extended with Company approval.

5. If an employee overstays a designated leave of absence, without Company approval or if an employee gives a false reason for procuring a leave of absence.
6. If an employee engages in employment with another organization during such leave of absence without first notifying the Company.
7. Employees on Workers Compensation or disability leave shall not lose their seniority by operation of this clause.

**Section 3.** Employees shall notify the Company of any change of address or change of telephone number within five (5) days after such a change has been affected. Should any questions arise regarding an employee's address, the last address appearing on the Company's records shall be considered true and correct.

## **ARTICLE VII. FILLING OF VACANCIES**

**Section 1.** When a regular position is created within the Bargaining Unit or when a vacancy occurs which the Company decides to fill, the Company will promptly notify the Union and then post notices of job openings in a designated location at the facility for ten (10) days. Should a vacancy occur and the Company determines not to fill the vacancy the Company will so notify the Union within ten (10) days of such vacancy. The posting shall state the job duties and minimum qualifications. Any employee shall be able to apply for the posted position on the Company website.

**Section 2.** From among candidates applying for a posted job the Company will award the job based on skills and ability (defined to mean qualifications, experience, job performance, attendance and/or discipline record), with initial consideration given to Bargaining Unit Employees. If skill and ability are essentially equal, then the Company

will select the Bargaining Unit employee with the most seniority. If the job is not awarded to a Bargaining Unit employee the job may be filled from another source. Bargaining Unit employees who are not awarded the job will be informed in writing of the factors utilized in the Company's decision.

**Section 3.** An employee who, in the Company's opinion, is unable to perform the job to which he or she was awarded; within ninety (90) days after being awarded the job shall be returned to their previous job title if still available or another available position that in the Company's opinion he/she is qualified. Should no position be available they will be considered for recall.

#### **ARTICLE VIII. LAYOFF AND RECALL**

In the event that it becomes necessary to lay off forces in any job classification, the following factors will be considered by the Company: skills and ability (defined to mean qualifications, experience, job performance, attendance and/or discipline record). If in the Company's opinion skills and ability are essentially equal, then the Company will select the employee with the least seniority. Upon request, the Company will inform the employee and Union in writing of the factors utilized in their decision. In the event the Company finds it necessary to reduce forces, the following shall apply:

1. An employee so displaced may bump any employee with less bargaining unit seniority if they have the skills and ability to perform the job.
2. Any employee displaced by "1" above shall have the same right to displace a less senior employee under the same conditions as described above.
3. If there is no employee to be bumped, they will be laid off.
4. The employee shall assume the rate of pay for that job classification.

5. When additional employees are needed in a classification, the regular employees who have been laid off or displaced out of that classification within a twelve (12) month period, due to lack of work, shall be offered the jobs before they are filled by promotion of employees with less seniority, or by the hiring of new employees. A notification shall be sent to the recalled employee by registered mail (to be signed for by the employee only), to the latest mailing address supplied to the Company, by the employee and copies of the notification shall be forwarded to the Union Business Manager. The Company shall be notified within twenty four (24) hours after receipt of the notice by the former employee of their desire to accept the offer of the job and the former employee will start work not later than ten (10) days after the mailing of the notice. This time frame may be extended at the option of the Company. Should the employee fail to respond or report, they will be permanently dropped from the Company employment rolls.

## **ARTICLE IX. DISCRIMINATION**

**Section 1.** The Company will not discriminate against, interfere with, restrain, or coerce any employee because of membership in the Union. The Union agrees that it will not coerce or intimidate any employees and that it will use its best efforts to prevent its members from so doing.

**Section 2.** Neither the Company nor the Union shall discriminate against any individual with respect to compensation, terms, conditions or privileges of employment because of such individual's race, color, religion, age, sex, sexual orientation, national origin, physical or mental disability, marital status or status as a disabled veteran or veteran.

**Section 3.** The Company and the Union agree that an employee's rights and remedies for alleged discrimination are not limited to the rights and remedies in this agreement.

## **ARTICLE X. HOURS OF WORK/OVERTIME**

**Section 1.** The work week is defined as Monday 00:00 to Sunday 24:00, however, hours worked will be deemed to accrue in the work week in which the shift commences.

**Section 2.** The regular hours of employment for a full-time employee shall normally be an eight (8) hour or twelve (12) hour shift. The Company retains the sole discretion to establish starting times, the number of shifts and hours worked, and work rotations. Except where unforeseeable circumstances make it impossible to do so, the Company will provide nine (9) days' notice to employees of any change in the normal work day or work shift (defined as the pre-assigned hours and days when regular shifts are to be worked).

**Section 3.** Notwithstanding the above, employees may be called in to work outside of their work schedule. Nothing in this Article shall be construed as a guarantee of, or specific limitation on, the hours which employees will work. When overtime is required, the Company will first seek volunteers. Overtime will be offered equally, first to the classification where the overtime exists, second to other qualified departmental personnel and third to any qualified bargaining unit member. Except in emergencies and unforeseeable situations, the Company will not require employees to work an excessive amount of overtime.

**Section 4.** "Employee Initiated" Full/Partial Shift Swaps for Shift Work. Employees shall be permitted to mutually swap full/partial shifts upon approval from a supervisor. For employee initiated swaps, employees shall be paid for the actual time worked (e.g.: 11 or 13 hours) at the regular rate (not at one of the premium rates associated with working outside a regular schedule, working more than 12 hours, etc.). Employees

waive the right to any contractually incurred premium pay created by an employee initiated swap, unless prohibited by law (such as the working over 40 hours in the pay week situation). Should the swap result in overtime, employees shall only be compensated if this increase in hours occurs during a week where that employee is working more than 40 hours that week (such as when an employee is scheduled for a four (4) (12 hour) shift week. Employees will try to reconcile with the other operator within the same pay week so that there is no "over 40 hours" overtime incurred. Employees shall make every effort to keep the overtime to a minimum in this regard.

## **ARTICLE XI. WAGES**

**Section 1.** Employees to receive the following regular hourly wage rates:

See APPENDIX A- GRE CBA WAGE SCALE

**Section 2.** Employees on the payroll shall be placed at the appropriate Step based on their service and attainment of qualifications requirements under the GRE Training Manual Procedures (TMP) & Qualifications ("GRE Training Manual"). The Company's failure to make available training required under the GRE Training Manual within the time frames specified below shall not be a basis to delay advancement through the Steps. Employees will advance through each Step as follows:

Step 1: At hire, except as otherwise provided herein.

Step 2: Minimum 6 months of service plus attainment of qualifications program requirements under the GRE Training Manual.

Step 3: 6 months from attainment of Step 2 plus "meets expectations" on performance evaluation.

Full: 6 months from attainment of Step 3 plus "meets expectations" on performance evaluation.

**Section 3.** Employees will comply with all terms of the GRE Training Manual. Employees who fail to attain qualifications in the GRE Training Manual may be placed in a performance improvement plan and failure to comply with the performance improvement plan may lead to termination. Employees that may be hired following ratification who demonstrate sufficient skills and abilities may be placed at a Step higher than Step 1, as deemed appropriate by the Company, provided, however, that such employees shall have had service in a similar position in a quantity that corresponds to the service requirement of the Step in which they are placed. This provision shall not have the effect of placing an outside applicant in a specific job classification, ahead in the wage progression of an incumbent employee with at least equal qualifications.

**Section 4.** At the Company's discretion, employees may be permitted to attain qualifications for classifications outside their own ("pre-qualify"), but such pre-qualification shall not affect their pay and the Company shall not be obligated to promote such employee. Employees who successfully promote into a higher classification shall be placed at Step 2 or the level they have prequalified to, whichever is higher.

## **ARTICLE XII. BENEFITS**

**Section 1.** The Company will make the following Company benefit plans available to employees: medical, life and AD&D, short term and long term disability. The level of benefits, as well as any percentage cost sharing between employees and the Company, shall be the same as that which applies to all other Calpine employees working in similar job classifications covered by the benefit plans, including all future changes to the

level of benefits and cost sharing. The Company will maintain for the term of this contract the 401k plan as in the form as it exists at the time this contract is executed for the term of this Agreement.

**Section 2.** The Company will provide employees with the Educational Assistance/Training and Development program as detailed in Calpine Policy Education Reimbursement (CPN 316).

**Section 3.** The Company will apply an Employee Referral Bonus Program to Granite Ridge Operating employees as outlined in Appendix D.

### **ARTICLE XIII. BONUS**

The Company retains the right, in its sole discretion, to provide compensation in the form of an annual incentive bonus. If non-bargaining unit employees at the facility receive an incentive bonus, bargaining unit employees will receive an incentive bonus in an amount to be determined by the Company and not necessarily equal to the amount received by non-bargaining unit employees. The same percentage of prior year earnings shall be used to calculate the bonus among the bargaining unit employees receiving an incentive bonus.

### **ARTICLE XIV. PREMIUMS**

**Section 1.** Overtime will be paid at 1.5 times the regular hourly rate. Overtime will be paid for all hours actually worked in excess of forty (40) hours in a workweek or in excess of daily scheduled work. All hours worked in excess of the number of hours scheduled to work in that workweek shall be paid at time and a half, even if the hours are less than 40, provided:



- 1). The employee worked all scheduled hours that week, and
- 2). The company failed to provide nine days advanced notice.

If notice is not given, the employee shall receive one and one-half times his regular hourly rate for the period of hours worked which are outside of his prior schedule. This provision shall not apply to changes provided by the Company with nine (9) days' notice unless unforeseeable circumstances make it impossible to provide such notice. There shall be no pyramiding of overtime except that holiday pay (8 hours) shall count toward the overtime calculation.

**Section 2.** All employees shall be paid at two times their regular rate of pay for all hours worked on each seventh consecutive day worked. Once an employee has worked seven (7) consecutive days and received the "double time" premium, he must work another seven (7) consecutive days before the "double time" premium applies again.

**Section 3.** Employees temporarily assigned to work in a higher rated classification for no less than two (2) hours at a time shall receive the Step 2 pay rate of the higher rated classification for time spent working in such classification or the rate they have prequalified to, whichever is higher.

**Section 4.** An employee called in or asked to report to work within 24 hours of the normally scheduled time will be paid four (4) hours at their normal hourly rate and in addition will be paid at the appropriate overtime rate of pay for all time worked.

#### **ARTICLE XV. PAID TIME OFF**

The Company agrees to provide the Holiday and Flex Leave provisions as outlined in Appendix B. It is understood that the use of bereavement leave or FMLA leave will not be considered unscheduled for the purpose of disciplinary action. Scheduled

FlexLeave is leave that is subject to advance scheduling such as vacation or other planned events. At least two weeks' notice is required unless individual circumstances warrant an exception that can be accommodated operationally.

**ARTICLE XVI. PAID ADMINISTRATIVE LEAVE**

The Company will send an email with the policy attached and state in the email that the Granite Ridge Managers are authorized to use the PAL portion of the policy that is in affect at that time.

**ARTICLE XVII. LEAVE OF ABSENCE**

Employees on jury duty shall not be scheduled to work on second shift immediately following jury duty provided they notify the Company upon receipt of the notice.

**ARTICLE XVIII. NO STRIKES, NO LOCKOUTS**

**Section 1.** The Union agrees not to cause, encourage, or take part in any strike, picketing, sit down, sympathy strike or other curtailment of work or willful interference with production against the Company. The Company agrees not to engage in any lock-out.

**Section 2.** In the event a lawsuit is instituted by either party hereto against the other to enjoin any violation or breach of this article, the party instituting such suit for injunctive relief shall have the right to select a court of competent jurisdiction in Rockingham County, New Hampshire in which such suit is filed and maintained.

## **ARTICLE XIX. GRIEVANCES AND ARBITRATION**

**Section 1.** The parties agree that an attempt to settle disputes may take place prior to filing a grievance. Any employee shall have the right to present a dispute to the Company and to have such dispute resolved, without the intervention of the Union, as long as the resolution is not inconsistent with the terms of this contract, provided that the Union has been given opportunity to be present at such resolution.

**Section 2.** During the term of this Agreement, either party may file a grievance, should any difference, dispute or grievance arise between the Company and the Union regarding hours, wages, or working conditions or the interpretation or application of any of the provisions of the Agreement, there shall be no suspension of work and the following procedure shall be followed:

**Step 1:** The grievant, or the Union shall notify, in writing, the department supervisor that there is a grievance as soon as reasonably possible, but not to exceed seven (7) working days after which said dispute or grievance first arose, and the Union should have reasonably known. In the event a grievance is initiated by a bargaining unit employee it shall be subject to modification by the Union.

**Step 2:** Within ten (10) working days of the notification stated in Step 1, a meeting shall be arranged at the convenience of all parties including the grievant, department head of the department in which the grievance arises or their designated representative and stewards of said Local Union No. 1837. Such meeting shall be held within 15 working days of the notification stated in Step 1. Their agreement or failure to agree shall be stated in writing and rendered within ten (10) working days of the meeting.

**Step 3:** If the grievance is not settled in step 2, either party may within ten (10) working days of the decision rendered in step 2, file an appeal in writing for a decision by the

HR Management or Designee of the Company, or by the Business Agent of the Union, or a representative designated by them. If either party deems a 3<sup>rd</sup> step meeting is necessary, shall be held within 10 working days of the filing of the appeal. In order to make this time frame workable, the Company's HR Management or designee, and/or the Union Business Manager and International Representative may attend the meeting by telephone at their option. An International Representative of the Union may be present at this step of the grievance procedure only to assist the local Union. The parties shall render their agreement or failure to agree in writing within fifteen (15) working days of the date of the filing of the appeal to them.

**Step 4:** If the Company and the Union are unable to settle a grievance as above provided, either party may refer the grievance to arbitration within twenty (20) working days from the notice of failure to agree in step 3. If the Union fails to present the grievance in accordance with applicable time limits or other requirements in the steps listed above the grievance shall be considered withdrawn. If the company fails to present the grievance in accordance with applicable time limits or other requirements in the steps listed above the grievance shall be considered valid and the remedy sought implemented provided that the Union has given the Company five (5) days' written notice of a potential default. The time limits in any of the steps above may be extended by a written mutual agreement of both parties.

\*For the purpose of this Article "Working Days" are defined to mean hours between 07:00 and 17:00 Monday through Friday.

**Section 3.** Any grievance which is otherwise arbitral under the terms of this Agreement shall be arbitrated in accordance with applicable rules of the American Arbitration Association ("AAA") which are then in effect and the Arbitrator for each such

case will be selected in accordance with said rules. The arbitrator shall only have the authority to hear and determine one grievance, and no more than one grievance shall be submitted to any one arbitrator unless the Company and the Union agree otherwise in writing. Regarding multiple arbitration proceedings, unless otherwise agreed to by the Company and the Union, the parties agree that the grievances, which arise out of a common fact pattern, will be heard in one arbitration proceeding, and grievances, which do not arise out of a common fact pattern, will be heard in separate arbitration proceedings. The arbitrator so selected shall have the power to receive relevant testimony from the parties to the dispute and to hear such witnesses as they may desire to present. The parties may, if they so desire, be represented by counsel in all proceedings held before the arbitrator. The decision of the arbitrator shall be final and conclusively binding upon the parties. The services and expenses of the arbitrator, and the hiring of a space in which arbitration proceedings are held, shall be shared equally by the Company and the Union. Each party shall bear its own cost of preparing and presenting its case to the arbitrator. All other expenses of arbitration, which both parties agree to incur, such as but not limited to the arbitrator's and court reporter's fee, shall be shared equally.

**Section 4. Meeting Obligations** The managers of the Company, and the business manager and or stewards of the said local Union shall meet from time to time at the request of either party for the purpose of discussing any matter coming within the scope of this Agreement. All meetings between the managers of the Company and the stewards of the Union shall be held at the Company office at the convenience of both parties, if possible. At such times and under such conditions as are mutually agreeable, an aggrieved Employee and the Business Manager or Assistant Business Manager or Steward of the Union will be

allowed time to discuss grievances with the Company at all steps of this procedure without loss of pay for normal scheduled work hours.

**ARTICLE XX. JOB DESCRIPTIONS**

The Company may develop and maintain written job descriptions for each classification covered by this Agreement. The duties listed in such job descriptions describe the general nature of the work the Company expects employees in each classification to perform. So long as the Company continues the general nature of the work for a given classification, as generally described therein, it may modify specific aspects of the job descriptions. Should the Company significantly change the general nature of any covered job classification, however, such that the change materially alters the terms and conditions of employment, it shall first notify the Union and provide it with an opportunity to negotiate.

**ARTICLE XXI. NOTICES AND REQUESTS**

All notices and requests shall be deemed to have been fully and completely served or made by the Company when sent by certified mail addressed to IBEW Local #1837, 680 Central Avenue, Suite201, Dover, NH 03820, with a copy to the Chief Steward at Granite Ridge Energy and by the Union when sent by certified mail to the Plant Manager at Granite Ridge Energy, 21 North Wentworth Ave., Londonderry NH 03053, unless either party hereto shall give notice of a different address at least five (5) days before any such notice or request is mailed.

## **ARTICLE XXII SAFETY**

**Section 1.** The Union and the Company agree that it is in the best interests of the Company and all members of the bargaining unit to maintain a safe and healthy work place and to observe all safety requirements. Violations of safety policies and procedures may be grounds for disciplinary action up to and including discharge. In accordance with the requirements of the Occupational Safety and Health Act of 1970, the Company shall seek to ensure the safety of its employees and compliance by employees with any safety rules contained herein or established by the Company. Nothing in this Agreement will make the Union liable to any employees or to any other person in the event that injury or accident occurs. The Company will continue to make reasonable regulations designed to promote the safety and health of its employees during hours of employment. Representatives of the Company and the Union will meet from time to time at the request of either party to discuss such regulation. When an employee has suffered an industrial accident, the Company will at the Union's request discuss the results of the Company's investigation of the accident with the Union representatives. When any new safety regulation is established, the Company shall send a copy to the Business Manager of the Union and it shall be subject to the grievance procedure of this Agreement. A copy of the "Employee's First Report of Occupational Injury or Disease" as filed with the Workers' Compensation Commission will be given to the Union. The Union agrees that its members shall comply with regulations made by the Company and will use the protective devices, wearing apparel and other equipment so provided in accordance with present practice of the Company for the protection of the employees from injury. It is the employee's obligation to bring recognized unsafe working

conditions to management's attention. It is required that employees comply with safe practices and work safely.

**Section 2.** The Company and the Union shall establish and maintain a Joint Safety Committee as an advisory body to the Safety Manager. This committee is composed of an equal number of members for the purpose of reviewing and making recommendations regarding safety standards, issues, procedures and rules. The committee shall be co-chaired. The Union shall designate their members from within the bargain unit to the committee. Each department is to be represented. The Company will review all recommendations of the committee. The committee's recommendations shall be advisory only.

### **ARTICLE XXIII. PERSONAL PROTECTIVE EQUIPMENT**

The Company will supply all personal protective equipment that it requires employees to use. The Company will reimburse up to a total of \$300 annually for OSHA-approved prescription safety eyewear and for OSHA-approved work boots.

### **ARTICLE XXIV. BULLETIN BOARDS**

The Company will make available a bulletin board at the facility for the exclusive use of the Union to post notices or information. Access to this bulletin board will not be provided in the event of a strike or lockout. All notices shall be posted by the Shop Steward or other employee designated by the Union. Posted material shall not, under any circumstances, be defamatory to the Company or any individual or otherwise inappropriate to the workplace. Posted material shall not attack, ridicule or otherwise address itself to any Company employee. Should the Company deem any posted material to



be inappropriate or in violation of this Agreement, the Company shall remove it and immediately contact the Union for further discussion. The material shall not be reposted unless the parties mutually agree to do so.

**ARTICLE XXV. CONTRACTING/SUBCONTRACTING**

The parties agree that no bargaining unit work shall be assigned to any contractor or subcontractor to fill a full time vacancy in a bargaining unit position, for no more than the time it takes the Company to hire a qualified regular employee to fill the vacancy, plus a reasonable transition period. In such case, the Company will make its best efforts, by all reasonable means, to hire a qualified regular employee to fill the vacancy.

The Company will not contract out any work which would result in the layoff of the employees currently performing such work.

The Company retains the right to contract out all other work necessary to its operations because of emergency, necessity, peaks of work, or special projects creating a temporary need for substantial additional manpower and/or equipment or in those instances when the use of contractors will increase efficiency or ensure reliability of service.

**ARTICLE XXVI. SHOP STEWARDS**

The Union shall designate from among the employees covered by this Agreement a Chief Steward and Stewards and shall notify the Company in writing the name of the said stewards so designated. Where the Steward acts in the Chief Steward's absence involving a suspension or discharge, the Steward may accompany the Chief Steward at later grievance steps involving the same grievance. The Chief Steward shall be recognized by the Company as the Union representative in the settlement of grievances and

other matters pertaining to the administration of this Agreement, subject to review by the Union's Business Manager and Assistant Business Manager. When it is necessary for a Chief Steward or Steward to leave his/her work for the purpose of handling a grievance, he/she shall first notify his/her supervisor and be excused from his/her work and shall report back to his/her supervisor as soon as the business has been conducted without loss of pay. Except as otherwise provided herein, only one Steward, including the Chief Steward, will be released at one time for the purpose of grievance handling or investigation unless mutually agreed to otherwise. The Union agrees that such duties shall be performed as expeditiously as possible and with minimal interference with the Company's work and business and the Company agrees to allow the Chief Steward or Steward a reasonable amount of time for the performance of such duties. The Company shall be entitled to maintain records required in order to determine the amount of time which a Chief Steward or Steward spends away from his/her job pursuant to this Article, and the Union, the Stewards and the employees covered by this Agreement will fully cooperate with the Company in maintaining these records.

#### **ARTICLE XXVII. UNION OFFICIALS**

The Company agrees that representatives of the Union, after first notifying the Company and subject to Company approval which will not unreasonably be withheld, shall have access to members in non-work areas, on the premises of the Company at any time during working hours to conduct Union business relative to the application or interpretation of this Agreement. It is understood that any interference with the business or the work of the employees be kept to a minimum.

## **ARTICLE XXVIII. BARGAINING UNIT WORK**

Supervisors and other non-bargaining unit employees not covered by the Labor Agreement shall not perform bargaining unit work except as necessary to instruct, train, prevent delays, and promote operational efficiency when qualified employees are not immediately available and in case of emergency. At no time shall the performance of such bargaining unit work be of sufficient quantity to justify the layoff, or hiring of bargaining unit employees.

## **ARTICLE XXIX. SAVINGS CLAUSE**

**Section 1.** In the event that any Federal or State Law conflicts with any provision of this Agreement, the provision or provisions so affected shall no longer be operative or binding upon the parties. It is clearly and completely understood by all parties to the Agreement that all remaining portions of the Agreement except the provision or provisions so affected shall remain in full force and effect.

**Section 2.** In the event that a provision of this Agreement is rendered inoperative for the reasons set forth in Section 1 above, the parties, upon written request of any party, shall meet within thirty (30) calendar days of such written request, or at such further time as may be mutually agreed upon in writing, to negotiate the terms of a successor provision; provided that such negotiation shall be confined solely to the subject matter contained in the provision that has been rendered inoperative.

## **ARTICLE XXX. SUCCESSOR AND ASSIGNS**

This Agreement shall be binding on any and all successors and assigns of the employer or any other equity acquirer, whether by sale, transfer, merger, acquisition,

consolidation or otherwise. The employer shall make it a condition of transfer that any such successor or assigns or other acquirer shall be bound by the terms of this Agreement, and the Union agrees to be so bound as well.

**ARTICLE XXXI. STATEMENT OF PRINCIPLES AND UNION**  
**RESPONSIBILITIES**

The Union recognizes the responsibilities imposed upon it as the exclusive bargaining agent for the employees covered by this Agreement, and realizes that the Company has only limited ability to recover increased costs and that in order to provide maximum opportunities for continuing employment, good working conditions and good wages, the Company must be in a strong market position, which means that it must be able to perform its services at the lowest costs, and otherwise be able to operate its business efficiently and economically and provide the highest quality of service to its customers. The Union acknowledges its responsibility in the attainment of these goals. The Union therefore agrees that it will cooperate with the Company and support its efforts to assure a full day's work on the part of employees and that it will cooperate in combating absenteeism and any other practice which hurt or interfere with the efficient operation and management of the Company's business. It further agrees that it will support the Company in its efforts to operate and manage its business covered by this Agreement as efficiently and economically as possible, improve service, preserve equipment, prevent accidents, satisfy environmental regulations and strengthen good will between the Company and its employees.



**APPENDIX A**

Classification	March 27, 2021, 2.25%			
	Step 1	Step 2	Step 3	Full
Warehouse Tech	\$ 35.02	\$ 36.16	\$ 37.28	\$38.41
Water Treatment Operator (WTO)	\$ 35.16	\$ 36.30	\$ 37.42	\$38.56
Power Block Operator (PBO)	\$ 39.44	\$ 40.57	\$ 41.70	\$42.82
Maintenance Tech	\$ 43.58	\$ 44.71	\$ 45.84	\$46.96
IC&D Tech	\$ 44.37	\$ 45.49	\$ 46.63	\$47.75
Control Room Operator (CRO)	\$ 47.21	\$ 48.34	\$ 49.47	\$50.59
DCS Engineering	\$ 56.41	\$ 57.54	\$ 58.67	\$59.80
Classification	March 27, 2022, 2.25%			
	Step 1	Step 2	Step 3	Full
Warehouse Tech	\$ 35.81	\$ 36.97	\$ 38.12	\$39.27
Water Treatment Operator (WTO)	\$ 35.95	\$ 37.12	\$ 38.27	\$39.43
Power Block Operator (PBO)	\$ 40.33	\$ 41.49	\$ 42.64	\$43.79
Maintenance Tech	\$ 44.56	\$ 45.72	\$ 46.87	\$48.02
IC&D Tech	\$ 45.36	\$ 46.51	\$ 47.68	\$48.83
Control Room Operator (CRO)	\$ 48.27	\$ 49.43	\$ 50.58	\$51.73
DCS Engineering	\$ 57.68	\$ 58.83	\$ 59.99	\$61.14
Classification	March 27, 2023, 2.25%			
	Step 1	Step 2	Step 3	Full
Warehouse Tech	\$ 36.61	\$ 37.80	\$ 38.98	\$40.15
Water Treatment Operator (WTO)	\$ 36.76	\$ 37.95	\$ 39.13	\$40.31
Power Block Operator (PBO)	\$ 41.23	\$ 42.42	\$ 43.60	\$44.77
Maintenance Tech	\$ 45.56	\$ 46.75	\$ 47.92	\$49.10
IC&D Tech	\$ 46.39	\$ 47.56	\$ 48.75	\$49.92
Control Room Operator (CRO)	\$ 49.36	\$ 50.54	\$ 51.72	\$52.90
DCS Engineering	\$ 58.98	\$ 60.15	\$ 61.34	\$62.52

## APPENDIX B

### HOLIDAYS

#### A. Eligibility

Regular full-time employees are eligible for holiday pay which is eight (8) hours/day at the employee's regular base rate, and does not include any premiums or differentials.

Regular part-time employees are eligible for holiday pay on a pro-rata basis (based on a 40-hour week).

#### B. Policy and Provisions

##### 1. Observed Holidays

- a. Granite Ridge Operating LLC will provide 8 hours pay at the regular base rate for the following holidays:

New Year's Day  
Presidents' Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving  
Day After Thanksgiving  
Christmas Eve  
Christmas

- b. Regular full-time employees, regardless of their shift schedule, will receive holiday pay at the straight time rate in 8-hour increments. Shift workers who do not work the holiday can opt to supplement the holiday pay with FlexLeave hours to bring their total hours paid to the same as their regular scheduled shift. Regular part-time employees will receive holiday pay on a pro-rata basis (based on a 40-hour week).
- c. If the actual holiday is on a Saturday, the preceding Friday will be observed as the designated holiday. If the actual holiday is on a Sunday, the following Monday will be observed as the designated holiday.
- d. Employees working a continuous coverage shift rotation will observe the actual legal holidays for pay purposes which is illustrated for clarity in the table below:

### Shift Employees Only

	<u>Friday</u> (Observed Holiday)	<u>Saturday</u> (Legal Holiday)
Worked	1 x pay	1.5 x base pay plus 8 hrs holiday pay
Not Worked	0	8 hrs holiday pay

### Floating Holiday

Employees will receive a total of 3 floating holidays effective 1/1/2020, compensated at eight (8) hours at the straight time rate.

The floating holidays will be granted the first January 1 after the employee has completed the probationary period. For example, if an employee is hired December 15 and the probationary period ends on May 15, the employee would be granted floating holidays the subsequent January 1 after May 15.

Employees shall submit requests for floating holidays as far in advance as possible. Where operational needs and manpower permit, such requests shall not be unreasonably denied. Employees are not permitted to carry over or cash out floating holidays.

### FLEXLEAVE PROGRAM

Granite Ridge Operating, LLC will provide FlexLeave (paid time off) benefits to employees for the purpose of allowing time away from work for vacations, funerals, personal leave (including personal floating holidays), family emergencies and illness or injury.

#### A. Eligibility

Full-time employees accumulate FlexLeave hours at the rates listed below. Part-time employees working a minimum of 20 hours per week on a regular basis are eligible for a pro-rata accumulation.

#### B. Policy and Provisions

##### 1. FlexLeave Balances and Usage

Employees are responsible for managing their FlexLeave balance. To promote the usage of FlexLeave vacation, a limit has been placed on the number of hours that can be accrued. Once the maximum available FlexLeave hours are accumulated, no additional FlexLeave hours will accrue. To convert excess hours to cash, a conversion request may be made by the employee once per calendar year.

All employees recording less than their regular hours (for CRO's PBO's and WTO's 12 hours per day up to thirty-six (36) or forty-eight (48) hours in a seven day period; for all other employees 8 hours per day or forty (40) hours in any seven day period) must use available FlexLeave hours to supplement up to their regular full time hours. If an employee does not have



FlexLeave hours available, management approval will be required for the employee to go into a negative FlexLeave balance.

2. FlexLeave Accumulation

FlexLeave accumulation begins on the first day of employment and in accordance with the following chart. FlexLeave may be used as accrued.

<b>Length of service</b>	<b>Hours Accumulated</b>	<b>Maximum Accrual (at any given pay period)</b>
1 st 5 years of service	2.46/per week	240 hours
after 5 years of service	3.23/pay week	280 hours
after 15 years of service	4.00/per week	320 hours
after 20 years of service	4.77/per week	320 hours

3. Authorization Requirements

Scheduled FlexLeave is leave that is subject to advance scheduling such as vacation or other planned events. At least one week notice is required unless individual circumstances warrant an exception that can be accommodated operationally.

Unscheduled FlexLeave is leave that is taken for unplanned events such as personal illness, illness of a family member, bereavement leave and other personal business or emergencies. Unscheduled leave is not subject to advance approval; however, the employee is expected to notify the immediate supervisor or manager as soon as practical and, if possible, at least 2 hours before the beginning of scheduled work. Absences without proper notification and authorization will be uncompensated. Any continuing incidence of unauthorized absence will be subject to disciplinary action.

The above notice requirements should provide adequate time for arranging coverage during any absence. However, requests may be denied if operating conditions warrant. If more than one employee in a department requests the same time off and both requests cannot be approved, the request received first will be approved provided the required advance notice has been given. Otherwise, seniority within the department will be considered in granting the requests.

Excessive use of unscheduled FlexLeave will be cause for disciplinary action, up to and including termination. Four or more occurrences of unscheduled absence in a 12-month period are considered excessive unless individual circumstances warrant an exception.

FlexLeave time is considered replacement time and may be taken only for scheduled work days and hours. FlexLeave for non-exempt employees can be used in half-hour increments.

4. Payment

All FlexLeave will be paid at the employee's regular rate of base pay. Overtime compensation or any other premiums/differentials are not included in calculating FlexLeave.

At termination of employment, any unused hours in the FlexLeave account will be cashed out at the employee's regular base rate of pay that is in effect on the date of termination.

FlexLeave hours are accrued on a weekly basis. Employees may use up to their current pay period accrual balance but may not go into negative status without management approval.

5. Conversion Options

FlexLeave hours may be converted at any time as provided below:

- Cash out up to 40 hours per one time per calendar year. Employees are eligible to convert FlexLeave if 40 hours of FlexLeave have been used in the previous calendar year and if a minimum of 40 hours remains in the FlexLeave account after conversion. Payment will be made in the next payroll period following receipt and verification of a FlexLeave Conversion Request Form.

**REQUEST FOR FLEXLEAVE CONVERSION**

To: Payroll, Employee's Direct Supervisor

From: \_\_\_\_\_  
(Employee Name) Location

I would like to convert **FlexLeave** hours to cash. *Payment will be made during the next payroll period following receipt of request form!*)

Note: A minimum of 40 hours must remain in your FlexLeave account after the cash conversion and 40 hours of FlexLeave have been used during the previous calendar year. Conversion requests must be for a *minimum* of 8 hours up to a *maximum* of 40 hours and may be made only once per calendar year.

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Manager's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**For Payroll Use Only:**

\_\_\_\_\_ Confirm Employee has used 40 hours of Flex leave within the previous calendar year.

\_\_\_\_\_ Confirm Employee will have a minimum of 40 hours available in Flex Leave after conversion.

Payroll Approval: \_\_\_\_\_ Date: \_\_\_\_\_

## APPENDIX C

### Progression of Employees hired after ratification of CBA

When authorized in advance, in accordance with this article, employees who become qualified for the next position will receive the Step 1 rate for the higher classification. Employees must consistently work the higher position when offered. Failure to do so may result in an adjustment of pay back to the top rate of the employee's current position.

Additionally, management reserves the right to limit the number of employees who may advance to the next higher step rate, determined by Union seniority. Whenever an employee works at the higher position Article XIV Section 3 will apply.

When the company determines the need to add an additional qualified employee the company will:

- 1.) Begin notifying employees, starting the most senior employee, until acceptance for the training is received by an employee.
- 2.) Quarterly meetings will be held with the employee, accepting the training, to determine the level of training progress. The failure to show training progress will result in the removal of the employee from the training program, unless the Company fails to provide adequate training opportunity.
- 3.) The removal of an employee from the training program will restart the sequence of notification to employees of the training program.
- 4.) If an employee is removed from the training program that employee is not eligible of future training.

Employees hired after the date of this CBA are expected to progress through the line of progression into which they are hired or transferred. Specifically, employees entering the operation department are hired with the intent that, when a vacancy arises, they will train and develop so they can be ready to assume the next position when it becomes available either on a temporary or permanent basis.

If an employee fails to become fully qualified for the position they were hired for or for the next higher position, the employee is subject to counseling, and progressive discipline up to and including termination.

## APPENDIX D

### EMPLOYEE REFERRAL BONUS PROGRAM

#### **Purpose and Scope**

Granite Ridge Operating, LLC values its employees and their referral of highly qualified individuals for employment. As such, a referral bonus will be paid to eligible bargaining unit Granite Ridge employees covered by this Agreement who refer individuals to the organization who are ultimately hired, and retained, under the terms of this program.

#### **Definitions**

Candidate: the person applying for a position.

Direct Reporting Relationship: a situation where any level of supervisory position within the business unit that directs or oversees the work of the Referred Employee or is directly responsible for the work product of the Referred Employee.

Good Standing: an employment condition where an employee is not currently in any step of the progressive discipline process as outlined in the Progressive Discipline Policy.

Referred Employee: the candidate who is ultimately hired by Granite Ridge and referred by a current employee.

Referring Employee: the current employee that is referring the candidate and whose name appears in the referring source field of Calpine/Granite Ridge's online application.

Relative: any relation to the Referred Employee including spouse, father, mother, son, daughter, brother, sister, or an of these step or in-law relationships whether the relationship is established by blood, marriage (including common law marriage) or other action.

#### **Policy**

##### Referral Bonus Amounts

Provided the referring employee and the referred candidate meet the eligibility requirements outlined in this document, the following referral bonus amounts will be paid:

- For referring a candidate who is ultimately hired into a full time non-exempt (hourly) position, a Referring Employee would be eligible for a \$500 referral bonus.
- For referring a candidate who is ultimately hired into a full time exempt (salaried) position, a Referring Employee would be eligible for a \$1,000 referral bonus.
- Referral bonuses are paid within 45 days of a Referring Employee becoming eligible for payment and is considered income, subject to applicable taxes and withholdings.

##### Program Details

To be eligible for a referral bonus both the Referred Employee and the Referring Employee must remain employed for 90 consecutive days beyond the Referred Employee's hire date, and the referring employee must be active on the date of payment.

In order for a Referring Employee to be eligible for a referral bonus, the Referred Employee must complete an online application and include the Referring Employee's name as the referring source. The Referred Employee must name the Granite Ridge employee as the referral source on their initial submission as

changes to the profile will not be accepted after the candidate submits their application online. No other forms of application submissions will be considered as valid, including forwarded resumes or referrals post the applicant's initial on-line submission.

Granite Ridge employees may refer more than one candidate for an open position, however only one bonus will be paid for each eligible candidate who is ultimately hired. Similarly, Referred Employees may identify only one Granite Ridge employees as their referral source. If a Referred Employee lists more than one referral source, which includes naming two or more Granite Ridge employees, no referral bonus will be paid for that hire.

### Eligibility Requirements

#### Referring Employee:

In order to be eligible for the referral bonus, the Referring Employee shall:

- be a regular, full-time or part-time, employee on the date the candidate is hired, for the duration of the 90 day eligibility period, and on the date of bonus payout.
- not be in direct reporting relationship to the referred employee or involved in the hiring decision of the candidate, which includes all members of the approval hierarchy of the position.
- be in Good Standing and not in any step of the progressive discipline process at time of initial eligibility for payment.
- remain eligible to receive the referral bonus if impacted as part of a company initiated lay-off after the eligibility period has been met but before payment is made.

#### Referred Employee:

In order to be considered for the referral bonus program, the Referred Employee shall not:

- have previously been referred through another source nor have been previously employed by Granite Ridge, in either a regular full-time, part-time, temporary or contract status.
- have been previously known to Granite Ridge through any prior business relationship, such as a vendor or a consultant.
- have been hired as a result of responding to newspaper, trade, union hall, or professional magazine advertisements, internet job sites, or other means of advertisement.
- be a relative of another Granite Ridge employee.