



**MEMORANDUM OF AGREEMENT BETWEEN PUBLIC SERVICE ELECTRIC AND GAS COMPANY AND THE PUBLIC UTILITY CONSTRUCTION AND GAS APPLIANCE WORKERS OF THE STATE OF NEW JERSEY LOCAL 855, OF THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY A.F.L. - C.I.O.**

Public Service Electric & Gas Company (the “Company”) and the Public Utility Construction and Gas Appliance Workers of the State of New Jersey Local 855, of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry A.F.L – C.I.O. (the “Union”) have reached a tentative agreement regarding the current Collective Bargaining Agreements dated May 1, 2021 (“CBAs”). The terms of this tentative agreement will become effective May 1, 2023 and will expire on April 30, 2027, subject to ratification by the membership of the Union. If the agreement is not ratified, the terms of the existing CBAs will remain in place until April 30, 2023. The parties agree that, upon ratification, all of the terms and conditions of the current CBAs will remain in force until April 30, 2027, with the following exceptions:

**Wage Increases**

The parties have agreed to the following wage increases, provided this tentative agreement is ratified on or before March 24, 2023:

5/1/23:	4%
5/1/24:	3%
5/1/25:	3%
5/1/26:	3%

**Active Employee and Pre-Medicare Retiree Medical Plans**

Effective January 1, 2024, the Company will discontinue offering the current HMO and Indemnity plans and the HSMP plan shall be the “default” medical plan for new hires and those currently enrolled in the HMO and Indemnity plans. In addition, the PPO and HSMP plan designs (including but not limited to the, co-pays, out-of-network coinsurance, and maximum out-of-pocket limits) will be modified as specified in Exhibit 1.

The active employee medical plan changes in the above paragraph will be applied to the Pre-Medicare Retiree Plan effective 1/1/2024. Employees who retire prior to 1/1/2024 will be permitted to elect the plan option and benefit levels that were in effect at the date of retirement.

The Company will include the Union's participation in future RFPs for medical plan administration. Each Union will be permitted to designate one representative to participate in the RFP meetings. The final decision on selection will rest with the Employee Benefits Committee, which will include input from the RFP team.

In addition, the parties agree to continue their joint efforts to address health care costs through the Healthcare Cost Containment Committee (HCCC). Items such as vendor selection, cost sharing, and employee premiums will be discussed through the HCCC. In addition, the Company agrees to discuss making access available to the pre-Medicare federal exchange at future HCCC meetings in 2023.

### **Retirement Benefits**

#### ***Employees hired on or after January 1, 2025 (including rehires and PSEG Long Island transfers)***

Employees will default into an enhanced 401(k) Plan (the "4/4 Plan") in lieu of the Represented Cash Balance Component of the Pension Plan of Public Service Enterprise Group, Inc. II ("Cash Balance Component"). Pursuant to the 4/4 Plan, after 180 days of service, the Company will:

- 1) Make a 4% core contribution of eligible pay to the 401(k) plan; and
- 2) Match 100 percent of an employee's contribution up to 4% of the employee's compensation contributed to the 401(k) plan.

These employees shall be permitted to exercise a one-time irrevocable opt-out of the 4/4 Plan at any time during the first 180 days of service. Any employee who opts out of the 4/4 Plan will become a participant in the Cash Balance Component after the 180 day period and be credited for service as of date of hire. Employees who opt out of the 4/4 Plan shall be not entitled to the 4% core contribution or 100 percent match noted above. However, current provisions of the 401(k) plan (e.g. the 50% match up to 7%) shall continue to apply to an employee who has elected the Cash Balance Component.

The parties agree to utilize the HCCC to meet and confer about the communications (i.e. a fact sheet) the Company will provide employees regarding the 4/4 Plan and the Cash Balance Component. The parties understand that this provision does not constitute an agreement or commitment to make any changes, nor establish a mid-term bargaining obligation by the Company with respect to these communications. In addition to these communications, employees may avail themselves of the services available through PSEG's vendors.

Regardless of whether an employee is a participant in the 4/4 Plan or the Cash Balance Component, effective January 1, 2025, the Company will no longer make employer contributions to the VEBA for newly hired employees.

The automatic enrollment 401(k) deduction for newly hired employees shall be 4%.

The Company shall make an annual, non-elective employer contribution to the 401(k) plan in the amount of \$100 during an employee's first 5 years of service and \$800 during an employee's subsequent years of service, for those employees who are employed by the Company as of December 31<sup>st</sup> of the respective plan year. Employees must have achieved 180 days of service time in order to receive the initial annual contribution. The 401(k) plan will reflect that this contribution will not be available for loans or in-service withdrawals.

***Employees hired between January 1, 1997 and January 1, 2025 (B2000 employees)***

Employees will be provided a window, determined by the Company, in either the fourth quarter of 2024 or fourth quarter of 2025, to terminate their participation in the Cash Balance Component and opt into the 4/4 Plan. The opt-in will be prospective and employees will only be eligible for core contributions from the point that they opt in forward. The decision to opt in (or not) will be irrevocable and, is the employee has elected to opt-in, the Company will make no further contributions to the employee's cash balance account under the applicable Pension Plan. For those employees who opt in to the 4/4 Plan, their cash balance account will continue to receive interest credits based on the terms of the Cash Balance Component. Employees eligible for this opt-in may avail themselves of the services available through PSEG's vendors.

Additionally, effective January 1, 2025, no new employer contributions to the VEBA will be made for Benefits 2000 employees. After 180 days of service, the Company shall make an annual, non-elective employer contribution to the 401(k) plan in the amount of \$100 during an employee's first 5 years of service and \$800 during an employee's subsequent years of service, for those employees who were employed by the Company as of December 31<sup>st</sup> of the plan year. The 401(k) plan will reflect that this contribution will not be available for loans or in-service withdrawals.

***Employees hired before January 1, 1997 (Choices employees)***

Effective May 1, 2023, the Public Service Enterprise Group Incorporated Medical Benefits Plan for Retired Employees ("Plan") shall be amended to provide that retired employees who were Choices employees shall be eligible for subsidized coverage under the Plan if they are otherwise eligible for an unreduced benefit under the Pension Plan.

**Paid Time Off**

***Vacation***

**Effective July 1, 2024**

Vacation days will no longer be accrued. The Company will place any vacation days that are accrued and unused as of December 31, 2024 into a separate Vacation Bank. Employees may request and use time in this separate Vacation Bank during the period between January 1, 2025 and December 31, 2026. Any time remaining in the Vacation Bank, effective January 1, 2027, will be lost.

**Effective January 1, 2025**

All full-time permanent employees will be eligible for a vacation allotment based on their years of service as follows:

<b>Years of Service achieved during the Calendar Year</b>	<b>Number of Vacation Days available for the Calendar Year</b>
Hired during the year	8 days (64 hours) if hired before April 1 6 days (48 hours) if hired on or after April 1 but before July 1 4 days (32 hours) if hired on or after July 1 but before October 1 2 days (16 hours) if hired on or after October 1
Less than 6 years	10 days (80 hours)
6 years or more, but less than 15 years	15 days (120 hours)
15 years or more, but less than 21 years	20 days (160 hours)
21 years or more, but less than 30 years	25 days (200 hours)
30 years or more	30 days (240 hours)

Employees shall be permitted to carry over up to five (5) vacation days (i.e., 40 hours) from one calendar year to the next. In addition:

- (a) In the event that an employee has to cancel vacation days during the year due to illness, and the Company is unable to accommodate the employee's request to use those cancelled days within the calendar year of the illness, the employee may carry over the cancelled days into the following year. These days may not be carried over into any subsequent years; and
- (b) In the event that the Company cancels an employee's vacation days, and the Company is unable to accommodate the employee's request to use those cancelled days within the remaining calendar year, the employee may carry over the cancelled days into the following year. These days may not be carried over into any subsequent years.

Vacation days carried over under this provision can be requested and used throughout the following year, subject to existing vacation selection rules.

There shall be no carryover of any other vacation days from one calendar year to the next.

***Payout of Vacation Days upon Separation***

Effective January 1, 2025, the Company will pay out, on separation for any reason, unused vacation days up to the amount that the employee is allotted for that year plus any unused days in the Vacation Bank.

Effective January 1, 2027, the Company will no longer pay out unused vacation days, including any unused days in the Vacation Bank. Employees will lose any unused vacation on separation of employment for any reason, including retirement.

***Sick and Short-Term Disability Benefits***

The parties agree to form a committee that will meet to review, among other things, modernizing and amending the parties’ paid time off, absence, and leave programs. The parties understand that this provision does not constitute an agreement or commitment to make any changes, nor establish a mid-term bargaining obligation by the Company or by the Union.

***Workers’ Compensation Benefits***

Effective January 1, 2025, full-time permanent employees who are B2000 employees will be eligible for a maximum of 26 weeks of full pay for each work-related illness or injury covered and accepted under PSEG’s workers’ compensation plan. Full pay is contingent upon employees remaining in compliance with workers’ compensation requirements.

**Payroll**

Effective May 1, 2023, the Electronic Funds Transfer/Mailing of Paychecks and Petty Cash Reimbursements Letter of Agreement dated May 1, 1996 in the parties’ Gas Operations CBA is revised as follows:

During negotiation of the Agreement effective May 1, 1996 it was agreed that all employees, at their option, shall be paid by means of electronic funds transfer or by receiving their paycheck by mail. As soon as possible after May 1, 1996, petty cash reimbursements will be included with the paycheck. Reimbursements submitted by Friday of a given pay period will be included in the paycheck for that period. ~~If, due to Company error, payment is not made as stated above, the Company will reimburse the employee on the day the check was received or on the next following workday.~~

~~In addition, if due to Company error, employees do not receive full regular pay (including overtime and other premiums), the Company will reimburse the employee no later than the second following workday after the employee discloses the error. This does not apply to amounts under \$50.00 which will be reimbursed in the paycheck for the pay period in which the error was reported. In the event that a payroll error occurs, the employee should immediately report the matter to the Payroll department. The Company will correct the error per the schedule outlined below, unless otherwise required by law.~~

<b><u>Employee Provides Notification</u></b>	<b><u>Payment Made</u></b>
<u>Monday</u>	<u>Thursday of the same week</u>
<u>Tuesday</u>	<u>Friday of the same week</u>

<u>Wednesday</u>	<u>Next scheduled pay date</u>
<u>Thursday</u>	<u>Thursday following next scheduled pay date</u>
<u>Friday</u>	<u>Thursday following next scheduled pay date</u>

Notwithstanding the above, the Company will correct errors for overtime and/or other premiums resulting from incorrect or missing time entry/approval on the next scheduled pay date, unless otherwise required by law.

Effective May 1, 2023, the E-Pay section of the Memorandum of Agreement dated January 7, 2010 in the parties' Gas Plant CBA is revised as follows:

The Union agrees that all employees will receive their pay stubs through E-Pay effective January 1, 2010 or as soon as practicable thereafter. The Company will train all employees on the use of E-pay prior to the implementation. Employees will be permitted to use computers at their work location, during their own time, to gain access to HR Direct. There will be no change to employees who receive a paycheck by mail. ~~In addition if employees do not receive their full-regular pay (including overtime and other premiums) due to a Company error, the Company will reimburse the employee no later than their second day following notification, by the employee, of the error in the paycheck. The reimbursement will be through an electronic transfer for employees for who receive their pay through E-Pay. For employees who receive their pay through a paycheck by mail, the Company may reimburse the employee through an electronic transfer with the employee's permission. This does not apply to amounts under \$50.00, which will be reimbursed in the next pay period.~~

In the event that a payroll error occurs, the employee should immediately report the matter to the Payroll department. The Company will correct the error per the schedule outlined below, unless otherwise required by law.

<u>Employee Provides Notification</u>	<u>Payment Made</u>
<u>Monday</u>	<u>Thursday of the same week</u>
<u>Tuesday</u>	<u>Friday of the same week</u>
<u>Wednesday</u>	<u>Next scheduled pay date</u>
<u>Thursday</u>	<u>Thursday following next scheduled pay date</u>
<u>Friday</u>	<u>Thursday following next scheduled pay date</u>

Notwithstanding the above, the Company will correct errors for overtime and/or other premiums resulting from incorrect or missing time entry/approval on the next scheduled pay date, unless otherwise required by law.

## **Operational Items**

### ***Gas Operations***

#### **I. Shift Premium**

The parties agree that Article III(j) of the parties' CBA shall be amended to reflect the following:

Effective May 1, ~~2005~~ 2023, shift premium for employees, a majority of whose scheduled hours are between 4 P.M. and 8 A.M. the next day, shall be such sum as to equal ~~\$2.60~~ 1.55 for each straight time hour worked. No shift premium shall be paid for any work for which any other premium is paid (overtime, holiday work, short notice of schedule change, etc.). Effective ~~5/1/06~~ 5/1/24 the shift premium shall be increased to ~~\$3.40~~ 1.60, effective ~~5/1/07~~ 5/1/25 to ~~\$4.20~~ 1.65, and effective ~~5/1/08~~ 5/1/26 to ~~\$5.00~~ 1.70, effective ~~5/1/09~~ to ~~\$1.75~~, and effective ~~5/1/10~~ to ~~\$1.80~~.

The shift premium specified in this paragraph shall be paid to shift or scheduled employees who are working at straight time rates on the 8:00 A.M. to 4:00 P.M. (or 4:30 P.M.) shift on Saturdays or Sundays.

If additional employees are needed for 1-9 P.M. or similar schedules, the parties will discuss such additions in the light of the Company's operating needs.

#### **II. Meal Allowance**

Effective May 1, 2023, the parties agree that Article V(i)(1) of the parties' CBA shall be amended to reflect the following:

All overtime meals ~~shall be increased to \$14.50 mentioned in this paragraph shall cost not over \$12.25.~~ Effective ~~5/1/06-24~~ this amount shall be increased to ~~\$12.50-15.35~~, effective ~~5/1/25-07~~ to ~~\$12.75-16.20~~, effective ~~5/1/08~~ to ~~\$13.00~~, effective ~~5/1/09~~ to ~~\$13.25~~, and effective ~~5/1/10-26~~ to ~~\$13.50-17.05~~.

#### **III. Overtime Meals**

Effective May 1, 2023, the parties agree that Article V(i)(6) of the parties' CBA shall be amended to reflect the following:

~~Employees shall be allowed time during the work period to obtain and eat these overtime meals, and only such time shall be taken as is reasonably necessary to obtain and eat the meals.~~ Employees who continue to work for more than two hours beyond the end of their

scheduled shift shall be entitled to a meal. At the end of the overtime assignment, the employee may elect to either be paid one-half hour and the meal allowance, or the employee shall be given the meal allowance and allowed time during the work period to eat these overtime meals and only such time shall be taken as is reasonably necessary to obtain and eat the meals.

#### **IV. Safety Footwear Allowance**

The parties agree that the May 1, 2005 letter agreement entitled "Safety Footwear" shall be amended to reflect the following:

This letter reflects agreement reached between the parties concerning the Safety Footwear Program. The Company will reimburse the cost of safety shoes, up to ~~\$85 effective May 1, 2005 and \$90 effective May 1, 2010~~ \$130 effective January 1, 2024, for all employees who are required by local management to individually purchase specific safety footwear.

The Company will also increase the general allotment for the safety footwear program for all employees as follows:

	<del>Eff. 5/01/05</del>	Eff. 5/01/10 <u>1/1/24</u>
For oxford type	\$39	\$45 <u>\$85</u>
For 6" and under 8"	\$45	\$50 <u>\$90</u>
For 8" and above	\$57	\$62 <u>\$102</u>

#### **V. Flame Retardant Clothing Allowance**

The parties agree that the December 15, 2016 letter agreement entitled "Flame Retardant Clothing Annual Allowance Program" shall be amended to reflect the following:

Effective May 1, 2023, the amount of the Annual Allowance shall be increased from \$325 to \$500.

#### **VI. Single Vacation Days**

Effective May 1, 2023, the parties agree that Article VII(a) of the parties' CBA shall be amended as follows:

...

When operating conditions permit, an employee may elect to take vacation time one day at a time, not to exceed 3 10 days per year. A maximum of 3 single vacation days may be selected during the initial vacation selection period.

If an employee desires to split one of his/her single vacation days he/she may do so by splitting the day in two four hour segments, operating conditions permitting.

...



**VII. Coffee Breaks**

Effective May 1, 2023, the parties to amend agreements (including the agreements listed below) so that the Company will no longer have an obligation to provide "coffee and" and no longer have an obligation to provide an employee \$1.50 per day. There shall be no change to existing agreements and practices regarding the length or timing of a coffee break.

- May 1, 2002 Coffee Break
- January 27, 2011 Appliance Service & Gas Distribution Home Base Reporting Agreement

**VIII. Call Out Pay**

Effective May 1, 2023, the parties agree that Article V(e)(3) of the parties' CBA shall be amended to reflect the following:

“...an employee who is called out shall be compensated at the appropriate rate for all time worked on the call-out, with a minimum of ~~three~~ four hours at such rate.”

**IX. Prescheduled Work Assignments – Cancellation Pay**

Effective May 1, 2023, the parties agree that Article V(x) shall be amended as follows:

“...When a job is canceled and notice is not given as set forth above, a minimum of ~~two~~ three hours of work at the appropriate rate will be provided.”

**X. General Clerk Wage Progression**

Effective May 1, 2023, the parties agree to continue with a five year lock-in period for the 9372 General Clerk classification and the elimination of the 9373 Senior Clerk classification. The parties hereby agree to amend the “Schedule A” wage progression for the 9372 General Clerk classification as listed below. These wage rates do not include the May 1, 2023 general wage increase described above, which shall be applied.

	<u>Schedule A</u>					
<u>9372</u>	<u>6 MO.</u>	<u>6 MO.</u>	<u>6 MO.</u>	<u>6 MO.</u>	<u>6 MO.</u>	<u>Max.</u>
<u>General</u>	<u>24.279</u>	<u>27.200</u>	<u>31.953</u>	<u>34.953</u>	<u>37.112</u>	<u>42.125</u>
<u>Clerk</u>						

As a result of this agreement, the letter of agreement titled “General Clerk”, dated February 19, 2016, will be eliminated.

## **XI. Street Leader and Machine Operator Wage Schedules**

Effective May 1, 2023, the parties agree to a one-time \$0.25 increase to the Max pay step in Schedule “A” for the 9310 Street Leader and 9331 Machine Operator classifications. This increase will be reflected in the May 1, 2023, Schedule “A.”

*In addition, the parties agree to amend the 9310 Street Leader Job Specification to include the following among the classification’s duties and responsibilities:*

“Create and maintain records in various formats associated with job tasks.”

The parties also agree to amend the 9331 Machine Operator Job Specification to include the following among the classification’s duties and responsibilities:

“Assist crews in other activities.”

## **XII. Wage Progressions**

Effective May 1, 2023, the parties agree that Schedule “A” of the parties’ CBA shall be amended for new hires and transfers from other Bargaining Units in the following positions – 9305H Service Apprentice (HBR), 9305 Service Apprentice, 9318 Utility Meter Technician, 9322N Utility Mechanic Apprentice, 9320N Utility Mechanic, 9361 HVAC Estimator, 9362 Lead Installer, 9363 HVAC Installer, and 9363C HVAC Installer (Certified) – to add a Schedule “A1” consistent with the Schedule “A1” shared by the parties during negotiations.

In the future, if one of these new hires or transfers bids out of one department into an entry level position in another department (i.e. employee bids from Gas Distribution to Appliance Service), the Schedule “A1” wage progressions shall apply.

It is understood that all existing UA Local 855 members as of the date of this letter shall continue to be paid in accordance with the existing Schedule “A.”

## **XIII. Tech Talk Program**

The “Tech Talk Program – White Goods” letter of agreement dated May12, 2022 shall remain in place. In addition, the parties agree to continue discussions regarding the expansion of the Tech Talk program to include residential gas appliances. The parties will attempt to resolve these issues by September 30, 2023.

## **XIV. Temporary Bid Postings**

Effective May 1, 2023, the parties agree to memorialize their current practice of filling vacancies on a temporary basis due to long-term absence. Details are in a side letter between the parties.

**XV. Creation of Utility Mechanic Specialist (9320S) Classification**

Effective May 1, 2023, the parties agree to the creation of a new classification titled Utility Mechanic Specialist (9320S). Duties and responsibilities of the position as well as the wage progression, lock-in period, and process to fill vacancies will be detailed in a side letter between the parties.

These wage rates do not include the May 1, 2023 general wage increase described above, which shall be applied.

<u>Schedule "A"</u>							
<u>9320S Utility Mechanic Specialist</u>							
<u>6 Mo.</u>	<u>6 Mo.</u>	<u>6 Mo.</u>	<u>6 Mo.</u>	<u>6 Mo.</u>	<u>6 Mo.</u>	<u>6 Mo.</u>	<u>Max.</u>
<u>33.040</u>	<u>35.189</u>	<u>37.335</u>	<u>39.488</u>	<u>41.638</u>	<u>43.791</u>	<u>44.867</u>	<u>45.972</u>

**XVI. Large Diameter Tapping and Stop-Off Assignments**

Effective May 1, 2023, the Company hereby agrees to assign Gas Distribution large diameter tapping and stop-off assignments within the Southern, Mid-Central and Northern Gas Divisions to bargaining unit personnel provided the Company has the necessary equipment to perform this work.

A two-person crew comprised of 9320S Utility Mechanic Specialists will be created in each Region (Southern, Mid-Central, Northern) to perform this work as needed. One additional person in each region will be trained to perform this work as needed as a back-up. An interest posting will be posted Division-wide in each of the three regions for ten days. Applicants should be highly skilled and qualified in Gas Distribution work, and candidates can be expected to participate in an interview process conducted by a team of MAST employees and at least one Union employee. Final selection for the qualified employee will be a management decision. *Employees desiring to be considered should make application in writing and in duplicate (referring to the Interest Posting number) on an application form setting forth qualifications.*

9320S Utility Mechanic Specialists will remain assigned to the district that they reported to prior to accepting the 9320S Utility Mechanic Specialist position. It is understood that 9320S Utility Mechanic Specialists will be assigned work of equal or lesser grade, within that district, during times when large diameter tapping and stop-off work is not available.

In the event there is a need for UA Local 855 Gas personnel to perform large diameter tapping and stop-off work in IBEW Local 94, or vice-versa, the Company will meet with both Unions' Business Agents to discuss prior to the commencement of the assignment. In the event the Company determines a need to contract out this work, the UA Local 855 Business Agent shall be notified in advance of the commencement of the work.

**XVII. Pipe Line Welder Lock-In Period**

Effective May 1, 2023, the parties agree to establish a five-year lock-in period for the 9330 Pipe Line Welder position. The compensation treatment for current 9330 Pipe Line Welders who opt in to the lock-in period and future 9330 Pipe Line Welders who are automatically subject to the lock-in period will be detailed in a side letter between the parties.

These wage rates do not include the May 1, 2023 general wage increase described above, which shall be applied.

	6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	Max.
9330 Pipe Line Welder (Locked-In)	43.791	44.867	45.972	<u>47.07</u>	<u>48.167</u>	<u>49.259</u>
	6 Mo.	6 Mo.	Max.			
9330 Pipe Line Welder (Not Locked-In)	43.791	44.867	45.972			

**XVIII. 9302M Service Mechanic 1st Class (Mobile) Job Specification**

Effective May 1, 2023, the parties agree to revise the Service Mechanic 1<sup>st</sup> Class (Mobile) job specification as follows:

Under general supervision in the field, installs meters, service regulators, and associated piping; maintains gas installations; carries through assignments, at times with the assistance of employees of equal or lesser grade. Performs such work as:

1. Installing, renewing, and repairing gas piping on residential, industrial and commercial customers' premises; extending service piping installing meter spacing's; setting meters on new spacing's, including the fitting of pipe from meter outlet connection to house piping; checking completed work for tightness and compliance with Company's specifications, including the piping installed by plumbers.
2. Installing, inspecting, and changing service regulators; testing operation of service regulators in the field up to an AL800 meter.
3. Taking and interpreting U-gauge pressure readings in order to locate small leaks and stoppages in service and house piping, and in order to determine adequacy of such piping.
4. Relighting residential, commercial, and industrial appliances in conjunction with meter change work (cause change) and Street Department work.

5. The ability to perform the following when assigned to work with Gas Distribution:

Assist with performing traffic control at work site.

Assist with the preparation, restoration and upkeep of the worksite that does not involve Operator Qualification (OQ) tasks.

Assist with scheduling appointments and keeping accurate service records.

Delivering and picking up material as needed.

Assisting mobile crew in minor tasks but not intended to replace a Utility Mechanic.

\* In the event of the completion or termination of the Gas Construction Division the Company will provide 9302M's with gap training or refresher training.

**XIX. Creation of 9301M Service Mechanic Specialist (Mobile) Classification**

Effective May 1, 2023, the parties agree to the creation of a new classification titled 9301M Service Mechanic Specialist (Mobile) to perform work on meters up to and including size 3M rotary meters. Duties and responsibilities of the position as well as the wage progression, initial headcount, and process to fill vacancies will be detailed in a side letter between the parties.

These wage rates do not include the May 1, 2023 general wage increase described above, which shall be applied.

	6 Mo.	6 Mo.	Max.
9301M Service Mechanic Specialist (Mobile)	44.867	45.972	47.070

**XX. Storeroom Lock-In Period**

Effective May 1, 2023, the parties agree to establish a three-year lock-in period for new hires and transfers into the 9381 Storekeeper position. All new hires and transfers into the 9381 Storekeeper position following the effective date of this agreement shall be precluded from bidding on any position outside of the 9381 Storekeeper position, including positions represented by other labor unions and in other lines of business, for a period of three-years from the date of hire or transfer into the 9381 Storekeeper position, with only the following exception: Locked-in Storekeepers may bid on any MAST position. All existing 9381 Storekeepers as of the date of this agreement shall be given a one-week period to elect to be locked-in and accept the terms and conditions of this agreement.

Locked-in Storekeepers will be classified as 9381L Storekeepers and will be paid in accordance with the 9381L Storekeeper Schedule “A” wage progression. The Max pay step shall be increased by \$1.00. Current 9381 Storekeepers who choose not to lock-in will be paid in accordance with the existing 9381 Storekeeper Schedule “A” wage progression.

If a 9381L Storekeeper who completed the lock-in period bids out of the position, and then returns to the position in the future, he/she shall be subject to another three-year lock-in period.

#### **XXI. Labor-Management Committees – Open Items**

The parties agree to form labor-management committees to meet and discuss the following topics between ratification of this Agreement and September 30, 2023:

- GSMP III and the creation of Garage Mechanic title;
  - Upon approval of GSMP III, the Company commits to create two Garage Mechanics in the Gas Construction mobile workforce. It is understood that these mechanics are not limited to work in support of Gas Construction. Additional details will be discussed in the GSMP III Labor-Management Committee.
- The length of unpaid suspensions pending outcome of an investigation;
- Registered apprenticeship programs; and
- Electronic monitoring of employees.

The parties understand that this provision does not constitute an agreement or commitment to make any changes, nor establish a mid-term bargaining obligation by the Company.

#### **XXII. Major Storm Internal Resource Execution Practice**

The Company agrees to meet with the Union after the ratification date of this Agreement to discuss the concept of a major storm resource execution practice. The parties understand that this provision does not constitute an agreement or commitment to make any changes, nor establish a mid-term bargaining obligation by the Company.

#### **XXIII. Collective Bargaining Agreement Review Committee**

The parties agree to establish a committee to meet after the ratification date of this Agreement to review and edit the parties’ CBA.

### ***Gas Plant***

#### **I. Bargaining Unit Probationary Period**

Effective May 1, 2023, the parties agree that Article I, Section 2 of the parties’ CBA shall be amended to reflect the following:

(a) Employees covered herein are listed by job classifications in Schedule "A" attached hereto and shall come under the terms and conditions of this Agreement except that temporary employees as hereinafter defined, shall not come under the employee Benefits Plan of the Company nor shall anything in this contract be construed as limiting the Company's right to transfer or discharge employees within ~~9~~ twelve (12) months of hiring and no grievance shall be raised by the Union for such action on the Company's part.

~~(b) In the case of new employees, for the first nine (9) twelve (12) months of employment Section 2(a) applies, but during the following three (3) months failure to obtain the State License required by the Company will subject the employee to discontinuance without recourse by the Union to the grievance procedure.~~

## II. Distribution of Overtime

Effective May 1, 2023, the parties agree that Article V, Section 4(a) of the parties' CBA shall be amended to reflect the following:

Overtime work shall be distributed equitably, as far as practicable, among qualified employees in the job or jobs in which the overtime work is required and the following process will be followed:

- A sign-in list will be provided in each Gas Plant for all overtime periods.
- Employee(s) shall mean a represented employee(s) of the Gas Plant where the overtime period exists or an emergency response is required.
- Employees desiring to work overtime will sign their names to the list indicating their availability. Employees shall indicate their intention to work no later than 1:00 p.m. of the day they plan to work, Monday through Friday. On weekends, the availability list shall be signed by 4:30 p.m. on Friday.
- Those employees shall be selected in the order of low overtime with employees at work being selected first.
- Practices of accounting for overtime hours will be mutually agreed on at the Local Gas Plant Level.
- An employee who has signed the availability list and is unable to fulfill the commitment will not be disciplined. However, it is expected that each employee who signs the availability list has every intention of accepting the overtime work when called.
- The availability list shall not be utilized to replace a crew member working carryover overtime at the end of the workday unless there is a need to replace an employee(s) unable to continue working.
- In the case of emergency callout, only employees in the classification where the overtime opportunity exists, with the lowest amount of overtime hours will be solicited, or (in the case of no volunteers) will be forced to perform the work.
- The availability list shall be utilized to establish standby coverage for classifications where the opportunity exists. In the case of no volunteers employees will be forced to perform the work based on low overtime.

### III. Coffee Breaks

Effective May 1, 2023, the parties agree to amend the "Harrison Gas Plant/Linden S.N.G. Agreement" dated February 22, 2001 so that the Company will no longer have an obligation to provide "coffee and" and no longer have an obligation to provide an employee \$1.50 per day. There shall be no change to existing agreements and practices regarding the length or timing of a coffee break.

### IV. Payment for Holiday Work

Effective May 1, 2023 the parties agree that Article VI, Section 2(b) of the parties' CBA shall be amended to reflect the following:

Section 2 (b) Employees required to work on a named holiday shall be paid in addition to their holiday pay, time and one-half (1 ½ x) their straight time hourly rate for hours actually worked up to eight hours, and two and one-half times (2 ½ x) their straight time hourly rate for hours actually worked over eight. in addition to the above payment, be paid for such work on the following schedule:-

~~(1) One and one-half (1-1/2) times the straight time hourly rate for the holiday work which is performed within the scheduled hours of work for that day, or if no work is scheduled for the holiday, within the scheduled hours of work of the preceding work day.~~

~~(2) Two and one-half (2-1/2) times the straight time hourly rate for the holiday work which is performed outside the hours specified in (1) above.~~

### V. Rest Allowance

Effective May 1, 2023, the parties agree that Article IX, Section 7 of the parties' CBA shall be amended to reflect the following:

~~Employees who have worked sixteen or more consecutive hours must take an 8-hour rest period before returning to work. If the rest period extends into the regularly scheduled work day, employees shall suffer no loss of pay. No employee shall work more than 16 consecutive hours, with time out for meals, except in case of emergency.~~

No employee shall be required to work more than 16 consecutive hours in any 24-hour period with time out for meals, except in an emergency. Employees who have worked 16 or more consecutive hours must take an 8-hour rest period before returning to work, except in an emergency.

When non-shift employees are required to work between midnight and 5 a.m., they shall be entitled to a rest period between 8 a.m. and 5 p.m. on the same day and equal to the number of hours worked between midnight and 8 a.m. If such rest period extends into the regularly scheduled work day, they shall suffer no loss of pay.



**VI. Vacation Days**

Effective May 1, 2023 Agreement, the parties agree that Article XI, Section 2 of the parties' CBA shall be amended to add the following as subsection (f):

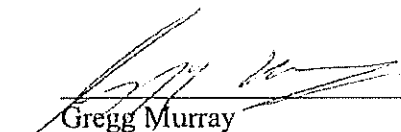
If an employee desires to split one of his/her single vacation days he/she may do so by splitting the day in two four hour segments, operating conditions permitting.

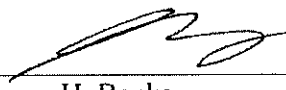
**VII. Flame Retardant Clothing Annual Allowance Program**

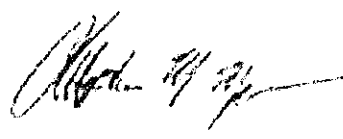
The parties agree to continue discussions regarding a Flame Retardant Clothing Annual Allowance Program between the ratification of this Agreement and September 30, 2023. The parties understand that this provision does not constitute an agreement or commitment to make any changes, nor establish a mid-term bargaining obligation by the Company.

**VIII. Collective Bargaining Agreement Review Committee**

The parties agree to establish a committee to meet after the ratification date of this Agreement to review and edit the parties CBA.

 3-10-23  
\_\_\_\_\_  
Gregg Murray  
Business Manager, UA Local 855

 3/10/2023  
\_\_\_\_\_  
Steven H. Banks  
Director, Labor Relations  
PSEG Services Company

 3/10/23  
\_\_\_\_\_  
Christopher M. Munyan  
Labor Relations Manager  
PSEG Services Company

## Exhibit 1

Proposed Plan Design		
	PPO	HSMP with HSA <sup>3)</sup>
<b>Medical</b>		
Deductible—2X for Family	\$600 (IN) / \$1,200 (OON)	\$2,000 (IN) / \$2,000 (OON)
Out-of-Pocket Maximum—2X for Family <sup>1)</sup>	\$6,850 (IN) / \$6,850 (OON)	\$5,100 (IN) / \$5,100 (OON)
Coinsurance	None (IN) / 30% (OON)	20% (IN) / 30% (OON)
Office Visit (PCP/Specialist)	\$25/\$50 (IN) / 30% (OON)	20% (IN) / 40% (OON)
CareOnline Telehealth Visit	\$0 Copay	\$0 Copay
Inpatient Hospital	0% (IN) / 30% (OON)	20% (IN) / 40% (OON)
Emergency Room	\$250 (IN) / \$250 (OON)	20% (IN) / 20% (OON)
Urgent Care	\$35 (IN) / 30% (OON)	20% (IN) / 40% (OON)
<b>Retail Rx <sup>2)</sup></b>		
Deductible	Not Combined	Combined with Medical
Generic	\$7.50	\$7.50
Preferred Brand Name	\$20	\$20
Non-Preferred Brand Name	\$40	\$40
Specialty	Included in Non-Preferred Brand Formulary	Included in Non-Preferred Brand Formulary
<b>Mail Order Rx <sup>2)</sup></b>		
Generic	\$15	\$15
Preferred Brand Name	\$40	\$40
Non-Preferred Brand Name	\$80	\$80
Specialty	Included in Non-Preferred Brand Formulary	Included in Non-Preferred Brand Formulary
<b>Employer HSA Contribution (S / Fam)</b>	NA	\$500 / \$1,000

<sup>1)</sup> The Out-of-Pocket Maximum would be 2X for Family in both the PPO and HSMP

<sup>2)</sup> Members cost sharing for out-of-network Rx benefit are on a coinsurance basis.

<sup>3)</sup> For the HSMP, CareOnline Telehealth is \$0 copay after meeting the deductible