

**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 NO. 855, OF THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY AFL – CIO**

Public Service Electric & Gas Company (“Company”) and the Public Utility Construction and Gas Appliance Workers of the State of New Jersey, Local No. 855, of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, AFL-CIO (“Union”) have reached a tentative agreement regarding the current Collective Bargaining Agreements dated May 1, 2017 (“CBAs”). The terms of this tentative agreement will become effective May 1, 2021 and will expire on April 30, 2023, 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, 2021. The parties agree that, upon ratification, all of the terms and conditions of the current CBAs will remain in force, with the following exceptions:

**Wages**

The parties have agreed to the following wage increases:

1/1/21:	2.75%
5/1/22:	2.75%

**NJ Earned Sick Leave Law**

The NJ Earned Sick Leave Law (“Law”) requires employers to provide eligible employees up to 40 hours of paid time off per benefit year to use for certain purposes, such as an employee’s own sickness, a family member’s sickness, domestic/sexual violence incidents, school needs, and school and work closures. Effective 1/1/21, the parties have agreed to the following to satisfy the Law’s requirements:

- The parties acknowledge that the Company already provides the majority of represented employees with more than 40 hours of paid time off per calendar year in the form of vacation days and floating holidays.
- The Company will provide full-time represented employees who accrue less than 40 hours of paid time off in the form of vacation days and floating holidays in a calendar



additional paid time off so that the employees have forty (40) hours available during the calendar year.

- If hired between October and December, the Company will provide the following:

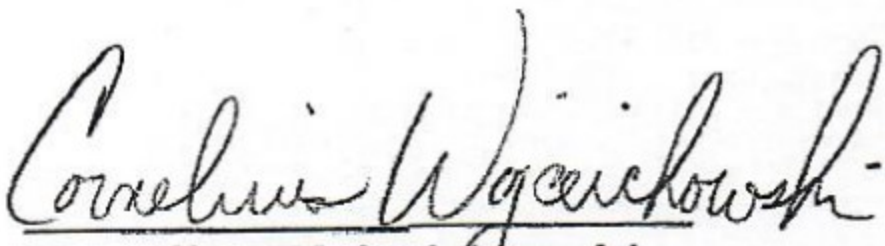
Month of hire	Personal Time (hours)
October	24
November	16
December	8

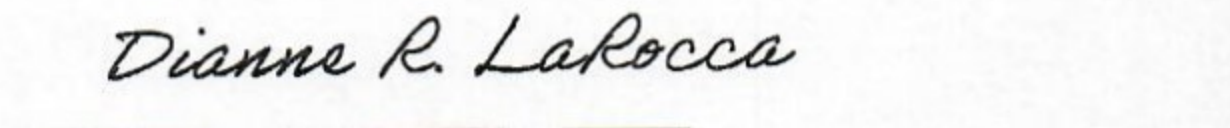
- This additional time off will be called Personal Time.
- For full-time non-permanent represented employees (e.g., seasonal employees, temporary employees), the Company will provide additional paid time off to supplement their existing vacation days and floating holidays so that they have forty (40) hours available during the calendar year. This additional time off will be called Personal Time and will be available for use after 120 calendar days of employment with the Company.
- Personal Time can only be used for purposes covered by the Law and in increments provided by the parties' collective bargaining agreement with respect to vacation.
- Personal Time will not carryover to the following calendar year.
- Employees will not receive pay for Personal Time (even if accrued and unused) at the end of the calendar year or upon termination of employment for any reason (including resignation or discharge).
- The Company will not consider absences for Personal Time as attendance occurrences and will not subject employees taking Personal Time to disciplinary action for such absences.



work when the circumstances permit. The Company maintains the right to deny requests for foreseeable time during any established "blackout dates." Employees must call in to use the time as soon as practical after they discover the need to be absent if such use is not foreseeable.

- Employees calling in to use time must inform local management and the designated absence management vendor that they are using time off for a purpose covered by the Law so that the absence can be granted in accordance with the Law.
- The Company maintains the right to require the employee to provide documentation substantiating the absence at any time.
- This time will run concurrently with other applicable leave entitlements, such as the Family and Medical Leave Act, the New Jersey Family Leave Act, and the New Jersey Security and Financial Empowerment Act.
- The Union acknowledges the benefits and protections of the Law and, in negotiating this agreement, has waived rights or benefits not expressly stated herein.

  
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Executive Director, Labor & Employee Relations  
PSEG Services Company