

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 A.F.L. - C.I.O.**

Effective

May 1, 2023

through

April 30, 2027

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AGREEMENT made and dated this 1st day of **May 2023**, by and 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 PIPE FITTING INDUSTRY, A.F.L.-C.I.O.**, representing bargaining unit employees of the Gas Distribution and Appliance Service areas in the Company.

The employer and employees have a common and sympathetic interest in the gas utility industry. Therefore a proper working system and harmonious relations are desirable to improve the relationship between the employer, the employees, and the public. To this end this Agreement is made by and between the Public Service Electric and Gas Company of New Jersey, its successors and assigns (hereinafter called 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 Pipe Fitting Industry, A.F.L.-C.I.O. (hereinafter called the Union). The parties hereto agree with each other as follows:

ARTICLE I

REPRESENTATION AND RECOGNITION

(a) The Union, having been certified by the N.L.R.B. as the bargaining agent for employees with hourly rates of pay in the Gas Distribution and Appliance Service areas of the Company, is hereby recognized by the Company as the exclusive representative for all employees in the bargaining unit.

(b) The bargaining unit shall consist of all employees in the aforesaid Gas Distribution and Appliance Service areas except for supervisory employees as defined in the Labor Management Relations Act of 1947 and amendments or supplements thereof which may be enacted.

ARTICLE I - Continued

(c) Job descriptions, payroll nomenclatures and rate ranges for the employees referred to herein are listed in Schedules A, A1 and C attached hereto and made a part hereof.

(d) Temporary or seasonal employees are defined as such employees who are hired by the Company in the Street Department or in the job of General Clerk for a temporary or seasonal time, such as summer help, or who are unable to meet the Company requirements for permanent employment. Temporary or Seasonal employees shall not be eligible for the Group Life Insurance Plan, Disability Benefits Plan, Death Benefits Plan or the Pension Plan or any health insurance plan and shall be notified at the time of hiring that they are hired as Temporary or Seasonal employees.

All other employees hired for work in bargaining unit jobs who pass the Company's physical examination and hiring tests prior to employment shall be made permanent upon employment. During the first twelve months of employment, however, the Company may discharge such employees and no grievance shall be raised by the Union. This provision shall not be used to impair the seniority rights shown herein.

(e) The use of the term "employee" or "employees" herein shall mean those covered by this Agreement.

(f) For the purpose of this Agreement, the Company recognizes representatives of 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 Pipe Fitting Industry, A.F.L.-C.I.O., as the authorized representatives of the Union, and the Union hereby warrants and represents that it has been authorized to execute this Agreement.

(g) Other Gas Distribution and Appliance Service employees shall come under the terms of this Agreement only as they become represented by the Union, in bargaining units mutually agreed upon by the Company and the Union, or as the Union becomes the bargaining agency through certification by the National Labor Relations Board.

ARTICLE II

UNION-COMPANY RELATIONSHIP

(a) The management of the Company and the direction of the working forces including the right to hire, suspend, discharge for proper cause, promote, demote, transfer, relieve employees from duty because of lack of work, or for other proper and legitimate reasons are recognized to be in the Company except as otherwise provided in this Agreement.

(b) The Company and the Union agree that the provisions of this Agreement shall not discriminate against any individual because of race, color, religion, sex, age or national origin.

There shall be no discrimination, interference, restraint or coercion by the Company or any of its agents against any employee because of membership in the Union or because of any lawful activities on behalf of the Union; and the Union, its members and its agents shall not discriminate, interfere with, restrain, or coerce employees who are not members of the Union; and shall not solicit membership in the Union during working hours.

(c) When, as, and if the Union qualifies or where it has been qualified, for Union security benefits under applicable statutes relating thereto, the following shall apply:

All employees within the bargaining unit who are members of the Union shall, as a condition of employment in bargaining unit jobs, tender to the Union the periodic dues uniformly required as a condition of retaining membership.

All employees hired in bargaining unit jobs after the date of this Agreement, on or after the thirty-first day following the date of their employment, shall, as a condition of employment in bargaining unit jobs, tender to the Union the initiation fees and periodic dues uniformly required as a condition of acquiring or retaining membership. The Company will advise the Union of the names of employees hired.

If present statutes relating thereto are amended, supplemented, or repealed so that the Union security provisions of the Contract between the parties dated March 1, 1946 are valid, then this section shall be deemed altered to provide for

ARTICLE II - Continued

the same Union security as set forth in said contract of March 1, 1946.

The Company will deduct from four paychecks each month one quarter of the monthly dues of each employee who, in writing, authorizes the Company to do so. Said deductions are to be remitted to the Union monthly at the earliest convenient date.

(d) Neither the Company nor the Union, through their officers, members, representatives, agents, or committees shall engage in any subterfuge of any kind for the purpose of defeating or evading the terms of this Agreement.

(e) The posting of official Union notices on Company bulletin boards shall be permitted, and glass enclosed, locked bulletin boards shall be provided for this purpose.

(f) The Company agrees not to enter into any individual agreement covering wages, working conditions, or grievances with employees subject to the Agreement, except as hereunder provided, that is to say, that all such negotiations shall be carried out in the presence of and with the participation of a representative of the bargaining agent.

(g) During the period of this Agreement, the Company agrees that there shall be no lockout or the equivalent of members of the Union, and the Union and its members agree that there shall be no strike or the equivalent, it being the desire of both parties hereto to provide an uninterrupted and continuous service to the public. Should an unauthorized strike or the equivalent by the Union members occur, the Union shall immediately instruct its members to return to work.

(h) The Union agrees to indemnify and hold the Company harmless on account of any damage or expense sustained by the Company because of a discharge effected at the request of the Union.

(i) When employees have established a clear record by having received no disciplinary action for a period of two years, earlier records of disciplinary actions will be disregarded in any review of their overall record.

ARTICLE III

HOURS OF WORK, OVERTIME AND HOLIDAYS

(a) For the purpose of this Agreement employees shall consist of shift, non-shift, and scheduled employees.

A shift employee is defined as one who works at a job which is operated twenty-four (24) hours per day, seven (7) days per week including Saturdays, Sundays and holidays.

Shift employees shall work on scheduled eight (8) hour shifts, eat their meals at the job location, and relieve each other on the job ready for work. Schedules shall be posted, and so arranged that work periods and days off shall be rotated.

(b) The basic work day for shift employees shall consist of eight (8) consecutive hours and employees shall eat their meals at the job location, and the basic work week shall consist of five (5) days (forty hours), with two consecutive days off.

(c) A scheduled employee is one other than a shift employee who is regularly assigned to work on Saturdays and Sundays at straight time to meet the operating needs of the Company. Schedules shall be posted and so arranged that work periods and days off shall be rotated. Schedules will be revised not more often than twice in each calendar year. The winter revision of weekday, Saturday, and Sunday schedules, each treated separately may contain three upward and three downward steps. The summer revision of these schedules may contain two upward and one downward steps. It is agreed however, that the parties may, by mutual agreement, make changes in schedules at other times. In making changes of such schedules the following procedure shall be followed:

The Shop Steward and Senior Service Supervisor shall meet when required on the question of enlarging or decreasing the number of scheduled employees. If they cannot agree, they will then discuss the matter with the Area Chairperson and the District Manager. If no agreement is reached at this meeting then it shall be the duty of the Grievance Committee of the Union and the Vice President - Gas Delivery or designees of the Company to immediately discuss the matter in order to come to some immediate settlement.

ARTICLE III - Continued

If no immediate agreement can be reached between the officials named above, the schedules desired by the Company shall be instituted, and the matter referred to arbitration in the manner specified in this contract, skipping preliminary steps. Arbitration shall proceed immediately. If the decision is that the Company schedules are not reasonably necessary, the additional employees assigned to the weekend schedule shall be paid overtime for the Saturday or Sunday work performed under the new schedule.

Scheduled Service Department employees working at straight time on Saturday and Sunday shall be permitted to eat their meals on Company time. Only such time shall be taken as is reasonably necessary to obtain and eat the meal.

(d) All other employees are defined as non-shift employees and their normal work day shall be between the hours 8 A.M. and 4:30 P.M., except for those whose work requires that they start within one hour before or one hour after 8 a.m. (Service Apprentices (9305) may start within two hours before or two hours after 8 a.m. Service Inspectors (Wkg.) (9300) and Service Specialists (9301) are excluded from this provision, except for those who volunteer for the early or late start.) The work week shall be Monday through Friday. Where other hours or consecutive days of labor are required, such hours or days shall be discussed in advance with the Union, and if no agreement can be reached the matter shall be decided by the Grievance Committee of the Union and the Vice President – Gas Operations or designee.

Where a non-shift employee is authorized and required to work through the usual and customary meal period, the employee shall be paid overtime therefore, unless a substituted meal period is provided within one-half hour before or one and one-half hours after the start of their regularly scheduled meal period.

It is the Company's intention to provide non-shift employees with a customary meal period of one-half hour between 12 Noon and 1:00 P.M. insofar as working conditions will permit. Assignment to a meal period other than this will be

ARTICLE III - Continued

made only because of unusual circumstances, in emergencies or assignment to work hours starting within two hours before or two hours after 8:00 a.m.

(e) 1. Overtime shall be paid at the rate of one and one-half (1 1/2) times the regular straight time rate for all hours worked outside of the regularly scheduled eight hours on any basic workday within the basic workweek.

2. When employees are required to work on their first scheduled day off, they shall be paid at the rate of one and one-half times the straight time rate for all hours worked provided (a) they have worked their five scheduled basic workdays, or (b) their absence has been excused with pay, or (c) they have been absent without pay on Union business. This shall not apply to off-day work performed on a holiday, in which case the pay for holiday work shall be in accordance with Article III, Section (g).

3. When employees are required to work on their second scheduled day off they shall be paid at the rate of twice the straight time rate for all hours worked, provided (a) they have worked their five scheduled basic workdays in the payroll week, or (b) their absence has been excused with pay, or (c) they have been absent without pay on Union business. Otherwise they shall receive straight time or one and one-half times the straight time rate, depending on whether the work on the second day off constitutes less than their sixth, or their sixth day of work in the payroll week. This shall not apply to off-day work performed on a holiday, in which case the pay for holiday work shall be in accordance with Article III, Section (g).

(f) Shift work on Sundays shall be paid for at straight time and Sunday time over 8 hours shall be paid for at time and one half.

(g) The following days shall be recognized as holidays:

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Good Friday
- Memorial Day

ARTICLE III - Continued

Juneteenth
Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
Friday After Thanksgiving Day
Christmas Day

or the days on which they are publicly observed. However, when New Year's Day, Juneteenth, Independence Day, Veterans' Day or Christmas Day falls on Saturday, they shall be observed on the preceding Friday.

In addition to those holidays listed in Section (g) above, permanent employees hired prior to October 1st, will be entitled to two "Floating Holidays". If selected, two of the following days will be guaranteed if taken on Columbus Day or the employee's birthday. Any other day(s) selected as a Floating Holiday may be taken as operating conditions permit during the calendar year with a minimum of 10% to a maximum of 40% in each working group or classification off on any day including those off for vacation (maximum 25% off for vacation). One Floating Holiday shall be selected after January 1st, but not later than the time the employee normally selects vacation and the second Floating Holiday may be requested on five days' notice or on an emergency basis. Floating holiday entitlement for permanent and non-permanent employees shall be administered as follows:

Floating Holiday Matrix

Permanent Employees

FH Entitlement for employees hired & discontinued in same calendar year

Hire Date Discontinue Date FH Entitlement

Prior to 10/01 Any Date 2 Days

ARTICLE III - Continued

10/01 or After Any Date 0 Days

FH Entitlement for employees during year hired & subsequent year discontinued

Period during FH Entitlement which hired or discontinued of employment FH Entitlement during first year during last year of employment

Prior to 10/01 2 Days
10/01 or After 0 Days 2 Days

Non-Permanent Employees

FH Entitlement for employees hired & discontinued in same calendar year

Hire Date Discontinue Date FH Entitlement

Prior to 10/01 Prior to 12/31 1 Day
10/01 or After Prior to 12/31 0 Days

*FH Entitlement for employees during year hired & subsequent year discontinued**

Period during FH Entitlement which hired or discontinued of employment FH Entitlement during first year during last year of employment

Prior to 10/01 1 Day
10/01 or After 0 Days 1 Day

*Employees obtaining permanent status shall revert to the permanent employee floating holiday matrix beginning with the calendar year they become permanent.

Employees shall have time off with regular straight time pay on any holiday which is observed on their scheduled work days. If required to work they will be paid in addition to their

ARTICLE III - Continued

holiday pay, time and one-half for hours actually worked up to eight hours, and two and one-half times for hours actually worked over eight.

Shift or scheduled employees whose off days are other than Saturday and Sunday shall receive eight (8) hours straight time holiday pay when any of the twelve (12) above recognized holidays are observed on the employee's first or second off day in the payroll week and are not worked. If required to work they will be paid in addition to their holiday pay, time and one-half for hours actually worked up to eight hours, and two and one-half times for hours actually worked over eight.

(h) Overtime and holiday work shall be distributed equally in each class of work. Listings of overtime distribution shall be revised yearly no later than the ending of the second full payroll period following May 1st of each year.

(i) No employee shall lose any pay on a regularly scheduled work day to equalize overtime work.

(j) Effective May 1, 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 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 5/1/24 the shift premium shall be increased to \$3.40, effective 5/1/25 to \$4.20, and effective 5/1/26 to \$5.00.

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.

**ARTICLE IV
SENIORITY**

Length of continuous service in Appliance Service and/or Gas Distribution excluding gas production facilities shall be known as seniority time.

Seniority time provides certain Seniority Rights, as follows:

(a) 1. In filling vacancies by promotions or transfers where ability and other qualifications are equal, seniority in the District shall first control and then, if qualifications are not met, within the Division (see Schedule D - Definition of Divisions).

2. This outlines the process for filling Union entering level position vacancies in Local 855 locations and is intended to give UA Local 855 bargaining unit employees first opportunity to fill those vacancies. The entering level positions will be posted as follows:

Service Apprentice/Service Specialist/Service
Journeyperson
Service Mechanic 1st Class
Utility Mechanic Apprentice/Utility Mechanic
Utility Meter Technician
General Clerk
Auto Technician 2/C
Material Handler
HVAC Installer
HVAC Lead Installer
HVAC Estimator
Gas Operations Pre-Apprentice
Custodian

All entering level job openings for the above listed positions shall be posted simultaneously in all Local 855 locations for a period of ten days. Local 855 employees must submit their bids during this ten day period in accordance with Article IV (e) to receive consideration for the job.

Qualified applicants within the District shall first be offered positions based on seniority.

ARTICLE IV - Continued

If no qualified applications are received from within the District where the vacancy exists, qualified applicants from within the Division (see Schedule D - Definition of Divisions) shall be offered the position based on seniority.

If no qualified applications are received from within the District or Division where the vacancy exists, qualified applicants from all other Local 855 locations shall be offered the position based on seniority.

All successful applicants, whether Local 855 or IBEW (via subsequent internet external posting), moving to a new District shall be required to sign a letter agreeing to waive their accumulated seniority for all intents and purposes and assume a new seniority date effective the date of their transfer.

The Company reserves its right to delay or deny a position to qualified applicants based on operating needs and to fill an entering level position with a direct hire. If the Company denies such a position to any interested Local 855 applicants, the Company will meet with the Union locally to discuss the reasons for this action. In the case where all interested Local 855 Service Specialists and Service Apprentices are denied a position in another District, the open position will be filled as a Service Apprentice only and the successful applicant must start at the second pay step of the Service Apprentice wage progression schedule (due to the five-year lock-in period) and follow this schedule as specified in the Agreement.

This agreement in no way limits the Company's ability to select qualified bidders in accordance with Article IV (a), paragraph one, of the Agreement.

Should either party elect to terminate this section of the Agreement, with 30 days written notice, the language of Article IV(a) in the May 1, 1996 Agreement shall govern the filling of entry level jobs.

(b) The term "ability and other qualifications" used herein shall include observing the rules and regulations of the Company.

ARTICLE IV - Continued

(c) No employee shall be disciplined or released until they have been given reasonable opportunity to meet the job standards.

(d) Employees, during the probationary or qualifying period which shall be not less than 30 working days nor more than 90 working days, shall be given proper instructions and training in the job. Such employees failing to qualify shall be reassigned to the classification and job from which they were promoted, or transferred, without loss of rights.

(e) When a vacancy or new position occurs within the bargaining unit it shall be filled temporarily. The Company shall immediately post notices on the bulletin boards, setting forth the classification, job duties and requirements, hours and days of work, starting time and wage rate of the job to be filled permanently. Employees desiring to apply for the job shall make application to the District Manager setting forth their qualifications, seniority, etc. Copies of these applications and of the notices, are to be filed with the secretary of the Union. Notices will remain posted ten days. Employees who do not make application within the period of the posting shall have no right to consideration for the job with the exception that employees who are not at work during the entire posting period and who have sufficient qualifications and seniority shall be considered as filing an application for the job.

When employees are removed from a job classification for any reason and a replacement is to be made, the Company will promptly post the job. If the employee is not to be replaced, the local union representative shall be so advised within 10 days following the removal of the employee from the job classification.

(f) Employees may be laid off for lack of work or discharged for just cause. Employees who are laid off or discharged in violation of the terms of the Agreement shall be restored to their former positions without loss of pay or other rights.

(g) When making a promotion, demotion, transfer or other change of status of any employee within the bargaining units,

ARTICLE IV - Continued

the Company will confer, in advance, with representatives of the Union. Unless the parties agree, then any change of status shall be temporary pending final settlement through the grievance procedure established by this Agreement.

In relation to curtailments, if the parties reach agreement at the Second Level which varies the procedures set forth in section (h), following, a local rider agreement will be entered into, and same shall not set precedent for any other curtailment situation.

(h) Seniority within the District affected shall govern curtailment in forces, as hereinafter set forth. Employees in curtailed jobs shall be entitled to bump and exercise their seniority against junior employees in their line of work (jobs which the employee has held during service in the District provided, however, that they can perform the junior employee's work reasonably as well). If employees' seniority does not provide entitlement to such a position, they shall then be entitled to bump a junior employee in another line of work in the bargaining unit within the District provided, however, that they can perform the junior employee's work reasonably as well. Employees laid off shall be those refusing such reclassification, or junior employees in the lowest classifications. No Chairperson, Vice Chairperson or Shop Steward shall be laid off for lack of work.

For curtailment purposes, the Street Mechanic 1st Class (9320) and Utility Mechanic (9320N) shall be considered as one classification. However, should a Street Mechanic 1/C bump a junior Utility Mechanic, they shall be expected to perform all the duties of a Utility Mechanic for which they have been or will be trained.

When jobs are posted for bidding, employees who were curtailed from such jobs shall be given first choice to be restored in order of seniority. Employees who have gone through their line of work shall be deemed to have been curtailed from every job therein. This right of first choice shall continue until restoration to the original job from which the

ARTICLE IV - Continued

employee was curtailed except that where employees fail to exercise their right of first choice in any instance they shall be deemed to have waived it permanently thereafter.

(i) Seniority lists, which shall be kept up to date, shall be posted on the bulletin board covering the employees working at each District or other headquarters; copies of all seniority lists shall be furnished to the Union.

(j) When making additions to the forces in a particular line of work, no one shall be hired while any permanent employee laid off in that line of work within the preceding two years is available within a reasonable time. A reasonable time shall be two weeks from the time notice is mailed to the employee at the last address on the Company records. It shall be the employee's responsibility to keep such address up to date. Employees on lay-off who fail to respond to a job offer for a summer job will not forfeit recall rights by such action.

(k) Employees shall not be assigned to work in other than their own District or Division until all senior employees transferred or laid off on account of lack of work in the first District or Division (see Schedule D - Definition of Divisions) are returned to their proper positions of full time.

(l) Employees on leave of absence and working for another employer shall be entitled to a 14-day notification to return to work, if able to meet Employee Benefit Rules of the Company. Employees who have been transferred against their desires will have the first opportunity to return to their original position when a vacancy occurs.

(m) Employees shall not be laid off or transferred while other employees, performing their types of work, are required to work beyond the hours per day or week now worked by the employees covered by this contract, unless done so by mutual agreement.

(n) No employee shall be interviewed by a representative of the Company on any matter pertaining to promotion, demotion, transfer or discipline without the presence of the proper Union Steward.

ARTICLE V

MISCELLANEOUS WORKING CONDITIONS

(a) The safety rules set by the Company, the State, and the Municipality, must be strictly adhered to by both the employees and the Company. Representatives of the Company and the Union shall meet from time to time at the request of either to discuss the reasonableness of the Company regulations and safety rules and to effect changes where desired.

(b) The Company will require the employees to abide by the Safety Rules and will neither request nor require them to place themselves in a position of undue risk.

(c) 1. A notice of not less than 5 calendar days shall be given prior to transfer from one schedule of days to another. Failure to give such notice shall entitle such employees to overtime for the first eight (8) hours of such change. No changes are to be made for less than eight (8) hours.

2. If an 8-hour interval does not exist between two regularly scheduled work periods, the employee may assume an 8-hour work period for the first schedule. For example, an employee is scheduled to work 8:00 A.M. - 4:30 P.M. on Monday and 12:00 Midnight to 8:00 A.M. on Tuesday. On Monday, the employee is permitted to eat a meal on the job and work an 8:00 A.M. to 4:00 P.M. schedule.

(d) **DEFINITION OF CALL-OUT:** A call-out is defined as notification by telephone, message, etc. to report for work immediately or within 8 hours of the receipt of call.

Continuing work after the regular hours, or a requirement to report 2 hours or less prior to the regular schedule shall not be deemed a call-out. Before going home from a call-out, the employee shall check for additional orders. Such additional orders shall not be deemed a new call-out.

Orders received after the employee has returned home shall be deemed a new call-out.

(e) **COMPENSATION ON A CALL-OUT:**

1. Where transportation is furnished by the Company for a call-out for immediate work, pay shall start from time of receipt of call. Where transportation is furnished by the Company for a call-out to report at a later time, pay shall start from the time the employee leaves home.

ARTICLE V - Continued

2. Where transportation is not furnished for a call-out for immediate work, or to report at a later time, pay shall start from the time of report for work.

3. In addition to compensation set forth in 1 and 2 above, 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 four hours at such rate.

(f) **STANDBY EMPLOYEE DEFINED:** Standby employees are defined as employees who are required to standby, either at home or elsewhere, awaiting a call for work outside their scheduled working hours. They shall be paid one hour at straight time for each 8 hours, or fraction thereof, of standby time. Such standby allowance shall not be deemed time worked for overtime purposes.

Standby employees shall be entitled to the compensation of (e) 1 and 2 above, but shall not be entitled to the minimum guarantee of (e) 3 above.

On week days, standby assignments shall be for not less than sixteen (16) hours in one day, except that employees working 4 P.M. to 12 Midnight may be assigned eight (8) hours of standby duty for those days.

On weekends and holidays, standby assignments shall be for not less than twenty-four (24) hours, except that employees scheduled for those weekends and holidays may be assigned sixteen (16) hours of standby duty for those days on which they are scheduled.

If the standby crew is called out to work, the Street Leader (Working) shall determine the complement of the crew. The Street Leader (Working) shall determine the makeup of the replacement crew. If more than three replacement people are required, it shall be discussed with the Duty Supervisor. Standby schedules shall be made available for review by the Shop Steward before being posted.

(g) The Company will furnish all tools and equipment, including raincoats. When tools and equipment are provided by the Company, the employee receiving them will be held responsible for their return in good condition, ordinary wear and tear and reasonable loss excepted. The Company will

ARTICLE V - Continued

provide suitable and safe space for storing tools and equipment furnished to an employee.

(h) Employees required to work at a place other than their usual working places shall report on the job and be paid the cost of transportation plus traveling time which exceeds the normal cost and time to travel to their usual working places. If an assignment requires meals and lodging away from home such meals and lodging shall be provided by the Company. Exceptions to the above will be arranged for with the Shop Steward.

(i) 1. Effective 5/1/23 all overtime meals shall be increased to \$14.50. Effective 5/1/24 this amount shall be increased to \$15.35, effective 5/1/25 to \$16.20, and effective 5/1/26 to \$17.05.

2. An employee required to continue work more than two hours beyond the scheduled quitting time shall be entitled to a meal furnished or paid for by the Company. The employee shall be entitled to an additional meal for each additional 5 hours worked thereafter.

A non-shift employee notified after 5:00 A.M. to report for work between 6:00 A.M. and 7:30 A.M. shall be entitled to a meal furnished or paid for by the Company. Time to obtain this meal shall be provided for prior to 10:00 A.M.

3. An employee who is called out to work and who, during the period of the call-out, works into or through a scheduled meal period, as defined below, shall be entitled to a meal furnished or paid for by the Company for the first scheduled meal period in which the employee works and to an additional meal for each 5 hours of overtime worked thereafter.

4. Employees who are scheduled to work on their first or second day of rest or on a holiday, shall be entitled to an overtime meal after the first ten hours of work and to an additional meal for each additional 5 hours worked thereafter. This subsection applies when employees have been notified to report for a scheduled job at least 8 hours prior to the time they are to report for work; otherwise subsection 3 applies.

ARTICLE V - Continued

5. The scheduled meal periods referred to above shall be Midnight - 12:30 A.M.; 7 A.M. - 7:30 A.M.; Noon -12:30 P.M.; 6:30 P.M. - 7:00 P.M.

6. 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. (j) Persons in charge of the work will make the necessary arrangements for substantial meals and lodging provided for in this Agreement.

(k) Employees shall be reimbursed once weekly for any advances for meals and incidental expenses accumulated.

(l) Employees shall not be required to work outdoors during periods of heavy rains or snow, except in case of emergency.

(m) An employee assigned to a higher classification within the same line of work in accordance with Article IV(e), except during a training or qualifying period, shall receive either the starting rate for the new classification or the step above the employee's old rate, whichever is higher, but not exceeding the maximum for the new classification. An employee assigned to a higher classification in a different line of work as a result of a bid for same, shall start at the first step on the progression scale for such job. Employees who are assigned to lower classifications in a different line of work as a result of a bid for same, shall start at the first step of the progression scale for such job unless their experience and qualifications warrant other than the starting rate. In no event shall this rate exceed the maximum rate of the lower classification. Employees permanently assigned to a lower classification without a bid shall receive the top rate for the lower classification or their old rate, whichever is lower, except the employees covered by Article VIII, Paragraph (d).

ARTICLE V - Continued

Employees temporarily assigned to a lower classification shall maintain their old rate.

(n) No employee shall be required to work more than 16 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. the same day 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.

(o) No non-working supervisor shall act in other than a supervisory capacity except in emergencies. This is not intended to prevent such supervisor from protecting life or property nor from giving occasional or emergency assistance. However, the primary function of such employees is supervision and they are not to perform work which will eliminate an employee or interfere with supervision.

(p) No employee shall perform the duties of a higher classification except during the qualifying period, emergencies, or to fill in for sickness, vacation or other absence of a higher rated employee, or to accommodate the temporary requirement based on workload for additional Street Inspectors (Planner), Street Inspectors (Wkg.), Inspectors - Street (Wkg.) and Leak Survey Inspectors (Wkg.), which does not exceed forty five working days in a calendar year and additional Street Leaders (Wkg.) which does not exceed forty five working days in a calendar year. Such upgrades will not be made to delay a promotion or to avoid an increase in the working force. When employees perform the duties of higher classifications, they shall receive the starting rate for the new classification or a step above their old rate whichever is higher, but not exceeding the maximum for the new classification.

ARTICLE V - Continued

(q) At no time will employees be required to perform any hazardous task outside their classification, unless they are qualified.

(r) At all times there must be at least two qualified employees to work on live gas, which is defined as uncontrolled gas. All safe work practices shall be followed and if additional personnel are required they shall be provided consistent with Article V(a).

Of the two qualified Street Department employees assigned to work on live gas, at least one will be a Utility Mechanic or equivalent.

(s) Employees who are not advanced after they have qualified for promotion shall not thereafter perform any task beyond their classification except in emergencies.

(t) Custodians shall perform the duties of sweeping, scrubbing, mopping, and washing of floors, walls, ceilings, furniture and other equipment. In slack periods such work may be assigned to prevent layoffs, and during general clean-up week.

(u) No other working rules or conditions inconsistent with these contained in this Agreement shall be enforced against the employees unless same have been submitted to the Union and received its approval.

(v) There shall be no discrimination between employees regarding privileges accorded.

(w) Employees who wear prescription glasses during working hours and who are required, under existing departmental rules, to wear safety glasses will be furnished with a pair of prescription safety glasses at no cost to the employee. The employee will acquire and submit the prescription to the Company at no cost to the Company.

(x) When it is necessary to preschedule Service Group, Street Group or Transportation Group employees to work on an off day it is the Company's intention to provide a minimum work assignment of eight hours, unless unforeseen circumstances make it impossible to accomplish the work for which the assignment was made.

ARTICLE V - Continued

If the work assignment is canceled, no payment shall be made if the notice of cancellation is given before the employee leaves work on the employee's last basic work day preceding the day on which the work was to have been done.

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

**ARTICLE VI
WAGES**

(a) Effective May 1, 2023 each step of each wage rate listed in Schedule "A" of the Agreement of May 1, 2021, as was in effect on April 30, 2023 shall be increased by 4.00% computed to three decimal places, adjusting the third decimal place higher if the fourth decimal place is other than zero.

(b) The individual wage rate of each employee shall be increased by 34.00% over his/her individual rate as of April 30, 2023, computed to three decimal places adjusting the third decimal place higher if the fourth decimal digit is other than zero.

(c) Schedule "A" hereto annexed effective May 1, 2023 reflects the increase of 4.00% over the rates in effect on April 30, 2023.

(d) Effective May 1, 2024, each step of each wage rate listed in Schedule "A" as was in effect on April 30, 2024 shall be increased by 3.00% computed to three decimal places, adjusting the third decimal place higher if the fourth decimal digit is other than zero.

(e) The individual wage rate of each employee shall be increased by 3.00% over his/her individual rate as of April 30, 2024, computed to three decimal places, adjusting the third decimal place higher if the fourth decimal digit is other than zero.

(f) Schedule "A" hereto annexed effective May 1, 2024, reflects the increase of 3.00% over the rates in effect on April 30, 2024.

ARTICLE VI - Continued

(g) Effective May 1, 2025, each step of each wage rate listed in Schedule "A" as was in effect on April 30, 2025 shall be increased by 3.00% computed to three decimal places, adjusting the third decimal place higher if the fourth decimal digit is other than zero.

(h) The individual wage rate of each employee shall be increased by 3.00% over his/her individual rate as of April 30, 2025, computed to three decimal places, adjusting the third decimal place higher if the fourth decimal digit is other than zero.

(i) Schedule "A" hereto annexed effective May 1, 2025, reflects the increase of 3.00% over the rates in effect on April 30, 2025.

(j) Effective May 1, 2026, each step of each wage rate listed in Schedule "A" as was in effect on April 30, 2026 shall be increased by 3.00% computed to three decimal places, adjusting the third decimal place higher if the fourth decimal digit is other than zero.

(k) The individual wage rate of each employee shall be increased by 3.00% over his/her individual rate as of April 30, 2026, computed to three decimal places, adjusting the third decimal place higher if the fourth decimal digit is other than zero.

(l) Schedule "A" hereto annexed effective May 1, 2026, reflects the increase of 3.00% over the rates in effect on April 30, 2026.

(m) Progressions within wage rate ranges shall be in automatic six months service steps, from the date of entry into the job, or from the date of the employee's last progression increase, but in no event shall it exceed the maximum for the job. The Company's obligation to continue progression increases in such manner shall survive the expiration of this Agreement.

(n) Employees will not be permitted to cash pay checks on Company time.

ARTICLE VII

VACATIONS - LEAVES OF ABSENCE

(a) Permanent employees having 10 months or more of service on May 1 shall be entitled to 10 days vacation in that year, with 10 days pay of 8 hours each. Those permanent employees who have had a shorter period of service shall have one day vacation with pay of 8 hours for each month of service starting with one day if employed in April of the year, 2 days if employed in March of the year and so forth up to 10 days if employed in July of the previous year. However, permanent employees who leave the Company, for any reason, prior to 6 months of service shall not be entitled to any vacation. Permanent employees who will have attained 6 years or more of service, but less than 15 years of service, on October 1 shall be entitled to 15 days vacation in that year, with 15 days pay of 8 hours each, and permanent employees who will have attained 15 years or more of service, but less than 21 years of service, on October 1 shall be entitled to 20 days vacation in that year, with 20 days pay of 8 hours each, and permanent employees who will have attained 21 years or more of service, but less than 30 years of service, on October 1 shall be entitled to 25 days of vacation in that year, with 25 days pay of 8 hours each, and permanent employees who will have attained 30 years or more of service on October 1 shall be entitled to 30 days of vacation in that year, with 30 days pay of 8 hours each, with the provision that the vacation in excess of two weeks may be taken within the normal vacation period only if operating conditions permit, otherwise it is to be taken outside the normal vacation period.

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.

ARTICLE VII - Continued

Effective January 1, 2025

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

Years of Service achieved during the Calendar Year	Number of Vacation Days available for the Calendar Year
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

ARTICLE VII - Continued

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.

When operating conditions permit, an employee may elect to take vacation time one day at a time, not to exceed 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 permitted.

Employees who are hospitalized following the start of their vacation may reschedule that portion of their vacation spent as an in-patient. Certification of in-patient hospitalization will be required.

(b) Employees having greater seniority in each working group or classification shall have a choice in the allotment of vacation time.

ARTICLE VII - Continued

(c) Vacation pay shall be at the straight time rate applicable to employees for their standard workweek at the time such vacation starts.

(d) Should a holiday be observed on one of the employee's regularly scheduled basic workdays within the basic 5-day workweek while on vacation, the employee shall be entitled to an additional day off with pay at the beginning or end of the vacation, or 8 hours straight time pay in lieu thereof, at the Company's option, but it shall be exercised before the employee goes on vacation.

(e) The Company will establish vacation schedules for a period between May 1st and October 31st and post same prior to May 1st. In establishing such schedules, the Company will respect the wishes of employees as to the time of taking their vacation, insofar as the needs of operations will permit. In resolving conflicts among preferences, the principle of seniority will prevail. Vacations will normally be taken in a single period. However, when employees desire to split their vacation, the request will be honored, as far as operating conditions permit.

(f) Vacation When Leaving the Company: Employees having more than six months of service who leave the Company for any reason shall be given vacation pay if they work up to the date of separation. The vacation granted in such cases shall be as defined in Section (a) above.

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.

Upon the death of an active permanent employee, the Company will pay the balance of any untaken regular vacation

ARTICLE VII - Continued

plus any accrued vacation to which the deceased employee may be entitled, but no less than a payment of fifteen (15) days pay of eight (8) hours each, to the heirs or estate of the deceased employee.

(g) If an employee, covered by this Agreement, is selected to perform service for the Union which requires the employee's absence from duty with the Company, the employee shall, after reasonable notice to the Company, be granted a leave of absence without pay during the employee's term of office, and shall continue to accumulate seniority and service credit toward their pensions throughout the leave of absence. The leave of absence shall expire at the end of one year, and be renewable for any subsequent year. Requests for each initial and/or renewed leave of absence shall be made by letter to the Labor Relations Manager. In calculating the pension of such an employee, the "earnings" factor during the period of the leave of absence shall be based on the hourly rate in effect in their permanent job classification at the time of the request.

Upon termination of duties for the Union, employees shall be reinstated to their former positions, at the then prevailing rate of pay for such position, or if it has been eliminated, to a position as nearly comparable as possible, together with all seniority rights.

They shall also have the opportunity to qualify for promotion to a higher bargaining unit job in their line of work, provided an employee with less seniority had been so promoted during such leave of absence. If they qualify for the job, they shall be promoted with a date in classification starting from the date they would have been promoted had they not been on leave of absence. If the promotion causes a surplus in the higher classification, a curtailment shall be instituted in accordance with Article IV(h).

(h) Employees who may be called upon to transact Company business for the Union, which requires their absence from duty with the Company, shall, upon written notice to their supervisor, be relieved from their Company duties for sufficient

ARTICLE VII - Continued

time to transact such business without loss of pay. Employees who are selected by their local Unions to serve as accredited delegates to conventions or similar meetings shall, after reasonable written notice to the Company, be granted a leave of absence without pay for sufficient time for this purpose.

(i) Employees shall be granted time off with pay for the following purposes, and for the periods specified: three (3) calendar days from time of marriage of the employee; three (3) regularly scheduled work days due to the death of a member of the employee's family that either begin with the day of death or conclude with the day of burial, exclusive of holidays as defined in Article III, Section (g), as requested by the employee. "Family" is defined as father, mother, sister, brother, wife, husband, child, mother-in-law, father-in-law, or any relative residing with the employee. Where the deceased was the grandfather, grandmother or grandchild of the employee the employee shall be given 1 day off between death and burial.

With consideration for existing vacation schedules and operating conditions, a vacation may be rescheduled if a death in the family occurs while an employee is on vacation. Such rescheduled vacation shall be limited to the number of days to which the employee would have been entitled had the death occurred while the employee was not on vacation.

(j) Time off without loss of scheduled pay shall be allowed for jury duty to a permanent employee. Should the jury duty amount to less than half-day periods, the employee shall report for work the other half day. Employees called to Jury Duty shall give as much notice as possible in order to be entitled to this allowance.

(k) A permanent employee shall be granted a leave of absence without pay after reasonable notice to the Company, provided that the conditions of work at the time are such that the employee's services can be spared. The leaves of absence shall be one week for each full year of service up to and including a maximum of 13 weeks in any consecutive five-year

ARTICLE VII - Continued

rolling period. During these leaves of absence, seniority shall accumulate. If an employee overstays such leave, or accepts employment elsewhere during such leave, without consent of the Company, employment with the Company shall be thereby terminated. The Company may with the consent of the Union extend a leave of absence for a period beyond said 13 weeks.

**ARTICLE VIII
EMPLOYEE BENEFITS**

(a) Employees who reach the Pension Plan retirement age, or who are disabled to an extent that they can no longer work for the Company, in the opinion of the Company doctors, may be terminated from active work, at the Company's option. It is further agreed between the parties that as far as conditions reasonably permit, benefits as provided under the Group Life Insurance Plan, Disability Benefits Plan, Death Benefits Plan and Pension Plan as administered by the Public Service Electric and Gas Company throughout its system and allowances for employees entering the military service will be continued for the duration of this Agreement, but the Company reserves the right to discontinue at any time any or all benefits payable under the Group Life Insurance Plan, Disability Benefits Plan, Death Benefits Plan and Pension Plan, and to alter, amend, or suspend the entire Group Life Insurance Plan, Disability Benefits Plan, Death Benefits Plan and Pension Plan or any part thereof, and to discontinue the allowance for employees entering military service. The Company agrees that if it plans to discontinue or reduce any of the benefits referred to in this section, it will discuss with the Union the changes to be made.

Employee benefits for employees hired on or after January 1, 1997 is the Benefits 2000 Program. Employee benefits for employees hired prior to January 1, 1997 is the Choices Program. Changes to employee benefit programs effective May 1, 2005 and beyond are detailed in the communication from the Company to all represented employees dated March 23, 2005.

ARTICLE VIII - Continued

Effective January 1, 1988, employees with at least 5 years of service will be vested under the Pension Plan.

Subject to the rights reserved by the Company as above set forth the Employee Benefits Plan of the Company shall include, effective May 1, 1996, employees who are age 55 or more, and have completed 25 or more years of service may retire early without penalty.

Effective November 1, 1989, employees enrolled in the Group Life Insurance Plan may obtain additional Group Universal Life insurance coverage at their own expense.

All employees hired after 5/1/89 will receive Group Life Insurance coverage in the amount of 2-times their annual base salary at no cost to the employee. This coverage will be reduced to 50% of the employee's annual base salary upon retirement, but not before age 60.

Incumbent employees as of 5/1/89 shall have the option of selecting this coverage or remaining at their present coverage and cost (5 cents/\$1000 coverage).

Effective May 1, 1992, life insurance coverage is increased by an additional one half times annual base salary if an employee's death is the result of an on-the-job accident.

b) Employees in the military service shall be returned to their former positions with accumulated seniority when eligible for honorable discharge, provided they apply for reinstatement within 90 days thereafter and are capable of performing the work.

Permanent employees who serve a two-week period of active duty for training as a member of a component of the Ready Reserve of the Armed Forces of the United States, including the Army National Guard and the Air National Guard, will be paid by the Company the amount by which their Company base pay for the period exceeds their Armed Forces pay for the period. No more than one payment to an employee will be made during any government fiscal year.

Employees who elect to use their vacation for either or both of the two weeks of the training period are not entitled to differential pay during the vacation period.

ARTICLE VIII - Continued

(c) Seniority rights as herein defined shall commence on the day a person is hired.

(d) The following is a statement of policy for handling partially incapacitated employees:

When employees can no longer perform their regular work because of a partial disability resulting from a Company accident or from normal natural causes, but can perform other useful work, the wage rate shall be computed by the following formula:

Adjusted rate = Maximum rate for new job plus [(present rate minus maximum rate for new job) x .02 (present age plus years of service minus 40)].

In no case shall the adjusted rate be greater than the employee's present rate nor lower than the rate an employee would receive if assigned to a lower classification under Article V (m).

EXAMPLES

	A	B	C	D	E
Present Rate	29.346	29.346	26.796	26.796	27.440
Maximum Rate for New Job	22.922	21.636	22.922	21.636	19.049
Difference	6.424	7.710	3.874	5.160	8.391
Present Age	60	50	46	56	55
Years of Service	30	25	18	28	25
Adjusted Rate	29.346	27.033	24.782	26.177	25.762

TYPICAL CALCULATION - D:

Employee "D" -- age 56, with 28 years service, present rate \$26.796, maximum rate for new job \$21.636.

$$\begin{aligned}
 \text{Adjusted rate} &= \$21.636 + [(26.796 - 21.636) \times .02 (56 + 28 - 40)] \\
 &= \$21.636 + [(5.160) \times .02 (44)] \\
 &= \$21.636 + (5.160 \times .88) \\
 &= \$21.636 + 4.541 \\
 &= \$26.177
 \end{aligned}$$

ARTICLE VIII - Continued

The Company will endeavor to find work in any classification in the bargaining unit within the employee's Division (see Schedule D - Definition of Divisions) having a rate equal to that computed by the formula. The seniority provision of the Agreement will be waived so that the employee may advance to a job classification having a rate equal to the formula, when the employee is qualified to do the work of that job classification and there is a vacancy. The transfer of this employee to another job classification does not constitute an increase in its normal working force.

Before taking final action on any case, the Company will discuss it with the local union. The Union may appeal that decision to the Vice President – Gas Delivery or designated representatives.

In the formula, the sum of the years of age and service shall be expressed in years to two decimal places. This decimal shall be computed by adding the days in excess of full years and dividing the sum by 365.

(e) For the duration of this Agreement, but without commitment or liability thereafter, permanent employees who have completed one year or more of continuous service and who are laid off because no further work can be found for them in any job classification in the Company shall be given an allowance of two week's pay for each full year of continuous service. This allowance shall be in addition to any vacation pay given the separated employee.

It is understood, however, that an employee shall be entitled at any one lay-off time to only such severance pay as has not been paid to the employee previously, at the rate of two week's pay for each year of continuous service.

During the first three months following a termination of employment when an employee receives severance pay (Separation Allowance), the Company will pay 100% of the cost of COBRA medical benefits coverage for the employee and enrolled family members provided the employee elects such coverage and does not obtain other employer sponsored health benefits coverage. The Company shall have the right to

ARTICLE VIII - Continued

request a Waiver and Release from the participant prior to a payment of a Separation Allowance. Such Waiver and Release does not prevent the filing of a grievance or arbitration on the part of the Union.

Employees shall have the right to refuse the offered job in a work location outside of their bargaining unit Division and accept the above specified severance pay instead. The acceptance of severance pay in such instances shall not be deemed a waiver of any recall rights.

Employees shall have the right to refuse the offered job in a work location within their bargaining unit Division or a job offer of a lower rated job in their own District and accept the above specified severance pay instead. The acceptance of severance pay in such instances shall be deemed a waiver of recall rights and the provisions of Article IV (j) and (k) shall not apply.

The bargaining unit Divisions referred to in this Article are recognized as follows:

- Oradell, Clifton and Oakland Districts;
- Plainfield and New Brunswick Districts;
- Trenton, Burlington and Audubon Districts;
- Orange District.

(f) Tuition Aid Plan

Employees shall receive tuition refunds according to the grades received - 100% for an A, 90% for a B, and 80% for a C. Courses taken on a pass/fail basis will be reimbursed at 80% if passed. Reimbursement for a grade of D where previously accepted will be discontinued. The procedure of reimbursing undergraduates at 40%, 50%, 60% and 70% based on the number of credits held toward degrees will thereby be eliminated.

ARTICLE VIII - Continued

Employees pursuing graduate degrees will also be reimbursed according to the grades they receive. Courses for which a grade of A or B is received will be reimbursed at 100%, while a grade of C will be reimbursed at 70%. Reimbursement for a grade of D where previously accepted, will be discontinued. Courses taken on a pass/fail basis will be reimbursed at 100% if passed.

Employees holding an undergraduate degree who take additional undergraduate courses will be reimbursed at the rates described above for undergraduate courses.

The Tuition Aid Plan will cover approved vocational training which will be reimbursed at 80% upon successful completion of a course.

All fees incurred for both undergraduate and graduate courses, including those previously considered ineligible, will be covered at a 50% rate. Texts and related supplies remain ineligible for refund.

Test fees incurred under the College-Level Examination Program (CLEP) will now be eligible for tuition aid at 100% reimbursement.

Effective 9/1/2010, the Company will reinforce the rules for tuition reimbursement that require participants to be enrolled in an approved program within the functional area in which an employee currently works. An employee may pursue a degree program in a functional area different from that in which the employee is currently working, as long as the different functional area exists within the Company. If the functional area has a low headcount, has low turnover, and provides limited opportunity for use of the degree, the request for tuition reimbursement will be denied. All employees currently enrolled in a program will be able to complete their degree. Annual tuition aid will be capped at \$3500 for certification programs, \$5500 per year for Undergraduate Degrees and \$10,000 per year for Master Degree Programs. The Company will review these caps on an annual basis. All reimbursements for tuition aid must be made within 90 days of the completion of the semester.

ARTICLE IX
GRIEVANCE - ARBITRATION

(a) Should any dispute or difference arise between the Company and the Union or its members as to the interpretation, application or operation of any provision of this Agreement, both parties shall endeavor to settle same in the simplest and most direct manner. The procedure shall be as follows (unless any step thereof is waived by mutual consent):

FIRST: Between the Shop Steward and the District Manager or designees within 10 working days after the event giving rise to the grievance has occurred.

The grievance shall be reduced to writing prior to said meeting. The District Manager or designees shall give a written answer within 3 working days after the meeting.

SECOND: If the grievance is not settled at the First Step, the Union may make written request for a Second Step meeting within five working days after the answer at the first step. The Company shall set a meeting within five (5) working days after the request, or for such other time as is mutually agreeable. Said meeting shall be between 2 or 3 members of the Union, one of whom may be a Local No. 855 representative, and the Operations and Resource Manager or designees, and assistants. An employee discharged or disciplined may be brought into this meeting. The Operations and Resource Managers' answer shall be delivered within five (5) working days after the meeting.

THIRD: If the grievance is not settled at the Second Step, the Union may make written request for a Third Step meeting within twenty (20) working days after the answer at the Second Step. The Company shall set a meeting within five (5) working days after the request, or for such other time as is mutually agreeable. Said Third Step meeting shall be between five representatives of the Grievance Committee, one or two representatives of Local No. 855, and the Vice President – Gas Operations or designees, and assistants. The Company's answer

ARTICLE IX - Continued

shall be delivered to the Union within ten (10) working days after the meeting.

FOURTH: If the matter is not settled at the Third Step, the matter may be referred to arbitration by Local No. 855 provided the referral is made within forty-five (45) days after the answer at the Third Step is delivered. The matter shall be determined before the Arbitration Board within 120 days from the date of notice of arbitration, except that in disciplinary cases, the determination shall be made within sixty (60) days from the date of the notice. The Arbitration Board shall not be empowered to add to or to subtract from this Agreement or render any decision in conflict with this Agreement.

(b) The Arbitration Board shall consist of one neutral arbitrator selected by the Company and the Union. If they cannot agree the neutral arbitrator shall be appointed by the American Arbitration Association in accordance with the rules of the Association and in the following manner:

The AAA shall submit simultaneously to each party a list of twenty names chosen from the Labor Panel. If a mutual selection is not made from the first list, a second list of twenty names shall be forwarded to the parties. If a mutual selection is not made from the second panel, a third panel consisting of three names shall be forwarded, with each party permitted to cross out only one. Arbitration hearings will normally be held at a neutral site agreed to by the parties or designated by the AAA.

(c) Members of the grievance committee designated in Section (a) above shall be allowed the necessary time off, without loss of pay, to discuss grievances and mutual problems with the Company.

For negotiations of contract such payment shall be for five (5) Chairpersons and five (5) Vice Chairpersons. For discussions between officials of the Company and the Union Grievance Committee under Article III(c) 2nd paragraph,

ARTICLE IX - Continued

Article III(d) and Article X(c), such payment shall be for five representatives of the Grievance Committee.

(d) An employee disciplined or discharged may proceed initially to the Second Step of the grievance procedure. Grievances concerning such matters shall be filed in writing with the Operations and Resource Manager within 3 working days after the discipline or discharge, or shall be deemed waived. The Second Step grievance meeting on discharge or disciplinary matters shall be held within three (3) working days after the request unless other arrangements are mutually agreed upon.

**ARTICLE X
OUTSIDE CONTRACTORS**

(a) It is the understanding of both parties that for the duration of this Agreement, it shall be the Company policy to do as much of its main construction work with its own employees as is possible. It is the further understanding of both parties that in order to render it more practicable, and make costs of such work reasonably comparable with charges by outside contractors, the Company will purchase or lease equipment and machines to enable it to do its normal main construction work with its own people.

(b) Such construction work equipment owned or leased by the Company and the personnel to operate it may be assigned from district to district, within the Gas Distribution Department, without regard to seniority rights of employees in the district to which it may be assigned. When there is insufficient construction work for the adequate use of such equipment and machines the personnel operating said equipment and machines may, in the case of new employees, be assigned to other work, they shall immediately be paid the maximum rate for said other work, or the job rate for operating said machine or equipment, whichever is lower and in the case of old employees having seniority, such employees shall be placed at their old jobs and immediately be paid their old rate. Employees operating such equipment or machines who are

ARTICLE X - Continued

assigned to a lower-rated job shall not have their rate reduced until the beginning of the next payroll week.

(c) When contracts for an entire job are to be let out to outside contractors, such matter shall be discussed between the Operations and Resource Manager or designee and the local Union representative. If they cannot reach an agreement, such matter shall be the mutual concern of the Vice President - Gas Delivery or designees and the Union Grievance Committee.

For contracts for all Gas Distribution work, the District Manager or designee shall orally notify the local Shop Steward.

(d) The giving out of work to an outside contractor shall not entitle the employees herein to work more than their regular schedule of hours.

**ARTICLE XI
CONCLUSION**

(a) This contract contains the full agreement of the parties. There are no verbal agreements, understandings, or warranties and any change hereto shall be in writing and signed by both parties.

(b) This contract shall remain in full force and effect until and including April 30, 2027, and shall be considered renewed from year to year after April 30, 2027 for periods of one year each, provided, however, that a written notice of desire to amend or to terminate it may be given by either party to the other at least 60 days prior to May 1, 2027 or at least 60 days prior to May 1 of any year thereafter and provided further, however, that changes may be made at any time by mutual consent.

(c) **IN WITNESS WHEREOF** the parties have set their hands and seals the day and year first above-mentioned.

PUBLIC SERVICE ELECTRIC AND GAS COMPANY

Attest:

S/Steven H. Banks
Director, Labor Relations

S/Christopher M. Munyan
Labor Relations Manager

**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, AFL-CIO**

S/Gregg Murray
Business Manager/Financial
Secretary-Treasurer

S/Floyd Bligh
President

S/Daniel Hickey
Business Agent

S/Daniel Martire
Business Agent

NEGOTIATING COMMITTEE

S/Gregg Murray
S/Floyd Bligh
S/Hector Morales
S/Daniel Hickey
S/Daniel Martire

S/Walter Cassel III
S/Wilbur Neal
S/Christopher Warner
S/Albert Dipsey
S/Lucas Bortner
S/Robert Costa II
S/James Loughlin
S/Brian Wojno
S/Jarrett Magnotta

SUBJECT MATTER EXPERTS

S/Kenneth Beebe
S/Joseph Apicelli
S/Louis Palko

* The parties have reached agreement on January 7, 2010 to extend the existing labor Agreements with UA Local 855 effective May 1, 2011 through April 30, 2013 as per page 368.

**The parties reached an agreement on a contract extension that will become effective May 1, 2013 and will expire on April 30, 2017. The parties agree that all of the terms and conditions of the CBA dated May 1, 2005 and as amended by the Extension Agreement that took effect May 1, 2011 will remain in force until April 30, 2017 with the following exceptions as per page 374.

***The parties reached an agreement on a contract extension that will become effective May 1, 2017 and will expire on April 30, 2021 as per page 381.

****The parties reached an agreement on a contract extension that will become effective May 1, 2021 and will expire on April 30, 2023 as per page 385.

Schedule "A"
Rates Effective May 1, 2023

		6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	Max.	Lock-In
9300H	Serv. Insp. (Working) (HBR) (4),(9),(13)							51.230	52.358	53.500
9300	Serv. Insp. (Working) (4),(9),(13)							50.094	51.230	52.358
9301M	Serv. Mech. Specialist (Mobile)							46.662	47.811	48.953
9301H	Serv. Specialist (HBR) (9),(13)			44.382	45.543	46.662	47.811	48.953	50.094	5 years
9301	Serv. Specialist (9),(13)			40.899	44.382	45.543	46.662	47.811	48.953	5 years
9302H	Serv. Mech 1 st Class (HBR) (9)				39.746	40.899	42.046	43.186	44.382	
9302	Serv. Mech. 1 st Class (9)	24.091	27.131	31.728	35.130	37.466	38.607	39.746		
							40.889	42.046	43.186	5 years
9302M	Serv. Mech. 1 st Class (Mobile)	24.091	27.654	29.891	32.123	34.362	36.597	41.068		
								43.304	45.543	5 years
9302U	Serv. Mech. 1 st Class	24.091	27.654	29.891	32.123	34.362	36.597	41.068		
								43.304	45.543	5 years
9303H	Serv. Mech. 2 nd Class (HBR) (9)					35.130	36.352	37.466	38.607	
9303	Serv. Mech. 2 nd Class (9)					33.990	35.130	36.352	37.466	
9305JH	Serv. Journeyperson (HBR) (9)								44.382	5 years
9305J	Serv. Journeyperson (HBR) (9)								40.899	5 years
9305H	Serv. Apprentice (HBR) (9)			25.251	28.288	32.848	36.352	38.307	44.382	5 years

Schedule "A"
Rates Effective May 1, 2023

		6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	Max.	Lock-In
9305	Serv. Apprentice (9)		24.091	27.131	31.728	35.130	37.466	40.899		5 years
9306	Serv. Assistant					23.179	25.956	28.711		
9301T	Serv. Specialist Technician (9),(13)	40.899	44.382	45.543	46.662	47.811	48.953	50.094		
9305T	Serv. Apprentice Technician (9)							37.466		
9300T	Tech Talk Service Specialist					50.094	51.230	52.358		
9300W	Serv. Insp. (Working) (WG) (9),(13)						51.230	52.358		
9301W	Serv. Specialist Technician (9), (13)	40.899	44.382	45.543	46.662	47.811	48.953	50.094		5 years
9305W	Serv. Apprentice Technician (9)							37.466		
9310	St. Leader (Working) (3),(9),(13),(15)*			47.811	48.953	50.094	51.230	52.909		
9312	Reg. Insp. (Working) (9),(13),(15)*		44.382	45.543	46.662	47.811	48.953			
9313P	St. Inspector (Planner)			46.662	47.811	48.953	50.094			
9313**	Insp. St. (Working) (9), (11), (13),(15)*			44.382	45.543	46.662	47.811			
9313H**	Insp. St. (Working) (HBR) (9),(12),(13)*			45.543	46.662	47.811	48.953			
9314**	Leak Surv. Insp. (Working) (9),(11),(13),(15)*			44.382	45.543	46.662	47.811			

Schedule "A"
Rates Effective May 1, 2023

		6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	Max.	Lock-In
9314H**	Leak Surv. Insp. (Working) (HBR) (9),(13)*					45.543	46.662	47.811	48.953	
9313N	St. Inspector (Working) (9),(11),(13),(15)*					44.382	45.543	46.662	47.811	
9315H	St. Inspector (Working) (HBR) (9),(12),(13)*					45.543	46.662	47.811	48.953	
9320**	St. Mech. 1 st Class (9),(13),(14),(15)*			39.746	40.899	42.046	43.186	44.382	45.543	
9321**	St. Mech. 2 nd Class (13),(15)			33.990	35.130	36.352	37.466	38.607		
9322**	St. Helper (13),(15)						23.179	25.956		
9318	Util. Meter Technician	23.179	25.416	27.654	29.891	32.123	34.362	36.597		
							38.829	41.068	43.186	5 years
9320D	Util. Mech. Specialist (14)	34.362	36.597	38.829	41.068	43.304	45.543	46.662	47.811	5 years
9320E	Util. Mech. (Energy Strong)			27.654	36.597	38.829	41.068	43.304	45.543	
9320N	Util. Mech. (7),(9), (13),(14),(15)*	27.654	29.891	32.123	34.362	36.597	38.829	41.068		
								43.304	45.543	5 years
9322N	Utility Mechanic Apprentice (13),(15)						23.179	25.416	27.654	5 years
9325	Regulator Mech. (9),(13),(15)*				42.046	43.186	44.382	45.543	46.662	

Schedule "A"
Rates Effective May 1, 2023

		6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	Max.	Lock-In
9330L	Pipe Line Welder (Locked-In) (1),(8),(9),(13),(15)*		45.543	46.662	47.811	48.953	50.094	51.230		5 years
9330	Pipe Line Welder (1),(8),(9),(13),(15)*					45.543	46.662	47.811		
9331	Machine Operator (9),(13),(15)*		40.899	42.046	43.186	44.382	45.543	46.912		
9340**	Mech. 1 st Class (13),(14),(15)*			40.899	42.046	43.186	44.382	45.543		
9350	Garage Leader (5)					48.953	50.094	51.230		
9351	Auto Tech. 1 st Class		42.046	43.186	44.382	45.543	46.662	47.811		
9352	Auto Tech 2 nd Class			36.352	37.466	38.607	39.746	40.899		5 years
9353	Auto Servicer		23.179	25.462	27.727	30.001	32.264	35.130		
9360H	HVAC Coordinator (HBR)				51.230	52.358	53.500	54.632		
9360	HVAC Coordinator				46.662	51.230	52.357	53.500		
9361H	HVAC Estimator (HBR)			36.598	41.068	43.304	45.543	46.662		5 years
9361	HVAC Estimator			34.363	36.597	41.068	43.304	45.543		5 years
9362H	Lead Installer (HBR)				36.598	41.068	43.304	45.543		5 years
9362	Lead Installer				34.363	36.597	41.068	43.304		5 years
9363	HVAC Installer		24.091	25.462	27.727	30.001	33.991	34.363		5 years

Schedule "A"
Rates Effective May 1, 2023

		6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	Max.	Lock-In
9363C	HVAC Installer (Certified)			25.462	27.727	30.001	33.991	34.363	36.598	5 years
9399	Dispatcher					45.543	46.662	47.811	48.953	3 years*
9371	Genl. Clk. 1 st Class (2)	37.466	38.607	39.746	40.899	42.046	43.186	44.382	44.382	3 years*
9372	Genl. Clk. (10)		25.251	28.288	33.232	36.352	38.597	43.810	43.810	5 years
9365	Custodian			23.179	25.956	28.711	31.482	33.900	33.900	5 years
9380**	Sr. Storekeeper			43.186	44.382	45.543	46.662	47.811	47.811	
9381L	Storekeeper (Locked-In)	36.352	37.466	38.607	39.746	40.899	43.186	45.382	45.382	3 years
9381	Storekeeper	36.352	37.466	38.607	39.746	40.899	43.186	44.382	44.382	
9383	Material Handler	28.569	30.144	31.728	32.848	33.990	35.130	36.352	37.466	5 years
9384T	Temporary Material Packager								22.254	
9385	Appliance Parts Runner							23.179	25.956	
9387	Gas Operations Pre-Apprentice							22.482	23.179	

**Refer to "Dispatch Department Lock-In Period" agreement dated April 13, 2022 for compensation information for employees hired prior to April 13, 2022.*

All Footnotes may be found on Pages 71-72.

Schedule "A1"

Rates Effective May 1, 2023

Applies to all new hires and transfers into UA Local 855 on or after May 1, 2023

		6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	Max.	Lock-In
9305HB	Serv. Apprentice (HBR) (9)			25.251	26.766	28.372	30.641	36.770	44.382	5 years
9305B	Serv. Apprentice (9)			24.091	25.537	27.069	28.693	34.288	40.899	5 years
9318B	Util. Meter Technician	23.179	24.568	26.042	27.605	29.261	31.017	32.878		
							34.850	38.789	43.186	5 years
9320NB	Util. Mech. (7),(9),(13),(14),(15)*	26.044	27.607	29.263	31.018	32.880	34.853	36.943		
								41.008	45.543	5 years
9322NB	Util. Mech. Apprentice (13),(15)						23.179	24.570	26.044	5 years
9361HB	HVAC Estimator (HBR)				36.598	38.590	40.691	42.907	46.662	5 years
9361B	HVAC Estimator				34.363	36.233	38.206	40.286	45.543	5 years
9362HB	Lead Installer (HBR)					36.598	38.590	40.691	45.543	5 years
9362B	Lead Installer					34.363	36.234	38.207	43.304	5 years
9363B	HVAC Installer			24.091	25.397	26.757	28.188	31.147	34.363	5 years
9363CB	HVAC Installer (Certified)			25.397	26.757	28.188	31.147	34.363	36.598	5 years

Schedule "A"
Rates Effective May 1, 2024

		6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	Max.	Lock-In
9300H	Serv. Insp. (Working) (HBR) (4),(9),(13)							52.767	53.929	55.105
9300	Serv. Insp. (Working) (4),(9),(13)							51.597	52.767	53.929
9301M	Serv. Mech. Specialist (Mobile)							48.062	49.246	50.422
9301H	Serv. Specialist (HBR) (9),(13)			45.714	46.910	48.062	49.246	50.422	51.597	5 years
9301	Serv. Specialist (9),(13)			42.126	45.714	46.910	48.062	49.246	50.422	5 years
9302H	Serv. Mech 1 st Class (HBR) (9)				40.939	42.126	43.308	44.482	45.714	
9302	Serv. Mech. 1 st Class (9)	24.814	27.945	32.680	36.184	38.590	39.766	40.939		
							42.126	43.308	44.482	5 years
9302M	Serv. Mech. 1 st Class (Mobile)	24.814	28.484	30.788	33.087	35.393	37.695	42.300		
								44.604	46.910	5 years
9302U	Serv. Mech. 1 st Class	24.814	28.484	30.788	33.087	35.393	37.695	42.300		
								44.604	46.910	5 years
9303H	Serv. Mech. 2 nd Class (HBR) (9)					36.184	37.443	38.590	39.766	
9303	Serv. Mech. 2 nd Class (9)					35.010	36.184	37.443	38.590	
9305JH	Serv. Journeyperson (HBR) (9)								45.714	5 years
9305J	Serv. Journeyperson (HBR) (9)								42.126	5 years
9305H	Serv. Apprentice (HBR) (9)			26.009	29.137	33.834	37.443	39.457	45.714	5 years

Schedule "A"
Rates Effective May 1, 2024

		6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	Max.	Lock-In
9305	Serv. Apprentice (9)		24.814	27.945	32.680	36.184	38.590	42.126		5 years
9306	Serv. Assistant					23.875	26.735	29.573		
9301T	Serv. Specialist Technician (9),(13)	42.126	45.714	46.910	48.062	49.246	50.422	51.597		
9305T	Serv. Apprentice Technician (9)							38.590		
9300T	Tech Talk Service Specialist					51.597	52.767	53.929		
9300W	Serv. Insp. (Working) (WG) (9),(13)						52.767	53.929		
9301W	Serv. Specialist Technician (9), (13)	42.126	45.714	46.910	48.062	49.246	50.422	51.597		5 years
9305W	Serv. Apprentice Technician (9)							38.590		
9310	St. Leader (Working) (3),(9),(13),(15)*			49.246	50.422	51.597	52.767	54.497		
9312	Reg. Insp. (Working) (9),(13),(15)*		45.714	46.910	48.062	49.246	50.422			
9313P	St. Inspector (Planner)			48.062	49.246	50.422	51.597			
9313**	Insp. St. (Working) (9), (11), (13),(15)*			45.714	46.910	48.062	49.246			
9313H**	Insp. St. (Working) (HBR) (9),(12),(13)*			46.910	48.062	49.246	50.422			
9314**	Leak Surv. Insp. (Working) (9),(11),(13),(15)*			45.714	46.910	48.062	49.246			

Schedule "A"
Rates Effective May 1, 2024

		6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	Max.	Lock-In
9314H**	Leak Surv. Insp. (Working) (HBR) (9),(13)*					46.910	48.062	49.246	50.422	
9313N	St. Inspector (Working) (9),(11),(13),(15)*					45.714	46.910	48.062	49.246	
9315H	St. Inspector (Working) (HBR) (9),(12),(13)*					46.910	48.062	49.246	50.422	
9320**	St. Mech. 1 st Class (9),(13),(14),(15)*			40.939	42.126	43.308	44.482	45.714	46.910	
9321**	St. Mech. 2 nd Class (13),(15)				35.010	36.184	37.443	38.590	39.766	
9322**	St. Helper (13),(15)							23.875	26.735	
9318	Util. Meter Technician	23.875	26.179	28.484	30.788	33.087	35.393	37.695		
							39.994	42.300	44.482	5 years
9320D	Util. Mech. Specialist (14)	35.393	37.695	39.994	42.300	44.604	46.910	48.062	49.246	5 years
9320E	Util. Mech. (Energy Strong)			28.484	37.695	39.994	42.300	44.604	46.910	
9320N	Util. Mech. (7),(9), (13),(14),(15)*	28.484	30.788	33.087	35.393	37.695	39.994	42.300		
								44.604	46.910	5 years
9322N	Utility Mechanic Apprentice (13),(15)						23.875	26.179	28.484	5 years
9325	Regulator Mech. (9),(13),(15)*				43.308	44.482	45.714	46.910	48.062	

Schedule "A"
Rates Effective May 1, 2024

		6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	Max.	Lock-In
9330L	Pipe Line Welder (Locked-In) (1),(8),(9),(13),(15)*		46.910	48.062	49.246	50.422	51.597	52.767		5 years
9330	Pipe Line Welder (1),(8),(9),(13),(15)*					46.910	48.062	49.246		
9331	Machine Operator (9),(13),(15)*		42.126	43.308	44.482	45.714	46.910	48.320		
9340**	Mech. 1 st Class (13),(14),(15)*			42.126	43.308	44.482	45.714	46.910		
9350	Garage Leader (5)					50.422	51.597	52.767		
9351	Auto Tech. 1 st Class		43.308	44.482	45.714	46.910	48.062	49.246		
9352	Auto Tech 2 nd Class			37.443	38.590	39.766	40.939	42.126		5 years
9353	Auto Servicer		23.875	26.226	28.559	30.901	33.232	36.184		
9360H	HVAC Coordinator (HBR)				52.767	53.929	55.105	56.271		
9360	HVAC Coordinator				48.062	52.767	53.928	55.105		
9361H	HVAC Estimator (HBR)			37.696	42.300	44.604	46.910	48.062		5 years
9361	HVAC Estimator			35.394	37.695	42.300	44.604	46.910		5 years
9362H	Lead Installer (HBR)				37.696	42.300	44.604	46.910		5 years
9362	Lead Installer				35.394	37.695	42.300	44.604		5 years
9363	HVAC Installer		24.814	26.226	28.559	30.901	35.011	35.394		5 years

Schedule "A"
Rates Effective May 1, 2024

		6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	Max.	Lock-In
9363C	HVAC Installer (Certified)		26.226	28.559	30.901	35.011	35.394	37.696		5 years
9399	Dispatcher				46.910	48.062	49.246	50.422		3 years*
9371	Genl. Clk. 1 st Class (2)	38.590	39.766	40.939	42.126	43.308	44.482	45.714		3 years*
9372	Genl. Clk. (10)		26.009	29.137	34.229	37.443	39.755	45.125		5 years
9365	Custodian			23.875	26.735	29.573	32.427	35.010		5 years
9380**	Sr. Storekeeper			44.482	45.714	46.910	48.062	49.246		
9381L	Storekeeper (Locked-In)	37.443	38.590	39.766	40.939	42.126	44.482	46.744		3 years
9381	Storekeeper		37.443	38.590	39.766	40.939	42.126	44.482	45.714	
9383	Material Handler	29.427	31.049	32.680	33.834	35.010	36.184	37.443	38.590	5 years
9384T	Temporary Material Packager								22.922	
9385	Appliance Parts Runner							23.875	26.735	
9387	Gas Operations Pre-Apprentice							23.157	23.875	

**Refer to "Dispatch Department Lock-In Period" agreement dated April 13, 2022 for compensation information for employees hired prior to April 13, 2022.*

All Footnotes may be found on Pages 71-72.

Schedule "A1"

Rates Effective May 1, 2024

Applies to all new hires and transfers into UA Local 855 on or after May 1, 2023

		6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	Max.	Lock-In
9305HB	Serv. Apprentice (HBR) (9)			26.009	27.569	29.224	31.561	37.874	45.714	5 years
9305B	Serv. Apprentice (9)			24.814	26.304	27.882	29.554	35.317	42.126	5 years
9318B	Util. Meter Technician	23.875	25.305	26.824	28.434	30.139	31.948	33.865		
							35.896	39.953	44.482	5 years
9320NB	Util. Mech. (7),(9),(13),(14),(15)*	26.826	28.436	30.141	31.949	33.867	35.899	38.052		
								42.239	46.910	5 years
9322NB	Util. Mech. Apprentice (13),(15)						23.875	25.308	26.826	5 years
9361HB	HVAC Estimator (HBR)				37.696	39.748	41.912	44.195	48.062	5 years
9361B	HVAC Estimator				35.394	37.320	39.353	41.495	46.910	5 years
9362HB	Lead Installer (HBR)					37.696	39.748	41.912	46.910	5 years
9362B	Lead Installer					35.394	37.321	39.354	44.604	5 years
9363B	HVAC Installer			24.814	26.159	27.560	29.034	32.082	35.394	5 years
9363CB	HVAC Installer (Certified)			26.159	27.560	29.034	32.082	35.394	37.696	5 years

Schedule "A"
Rates Effective May 1, 2025

		6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	Max.	Lock-In
9300H	Serv. Insp. (Working) (HBR) (4),(9),(13)							54.350	55.547	56.759
9300	Serv. Insp. (Working) (4),(9),(13)							53.145	54.350	55.547
9301M	Serv. Mech. Specialist (Mobile)							49.504	50.724	51.935
9301H	Serv. Specialist (HBR) (9),(13)			47.086	48.318	49.504	50.724	51.935	53.145	5 years
9301	Serv. Specialist (9),(13)			43.390	47.086	48.318	49.504	50.724	51.935	5 years
9302H	Serv. Mech 1 st Class (HBR) (9)				42.168	43.390	44.608	45.817	47.086	
9302	Serv. Mech. 1 st Class (9)	25.559	28.784	33.661	37.270	39.748	40.959	42.168		
							43.390	44.608	45.817	5 years
9302M	Serv. Mech. 1 st Class (Mobile)	25.559	29.339	31.712	34.080	36.455	38.826	43.569		
							45.943	48.318	5 years	
9302U	Serv. Mech. 1 st Class	25.559	29.339	31.712	34.080	36.455	38.826	43.569		
							45.943	48.318	5 years	
9303H	Serv. Mech. 2 nd Class (HBR) (9)					37.270	38.567	39.748	40.959	
9303	Serv. Mech. 2 nd Class (9)					36.061	37.270	38.567	39.748	
9305JH	Serv. Journeyperson (HBR) (9)								47.086	5 years
9305J	Serv. Journeyperson (HBR) (9)								43.390	5 years
9305H	Serv. Apprentice (HBR) (9)			26.790	30.012	34.849	38.567	40.641	47.086	5 years

Schedule "A"
Rates Effective May 1, 2025

		6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	Max.	Lock-In
9305	Serv. Apprentice (9)		25.559	28.784	33.661	37.270	39.748	43.390		5 years
9306	Serv. Assistant					24.592	27.538	30.461		
9301T	Serv. Specialist Technician (9),(13)	43.390	47.086	48.318	49.504	50.724	51.935	53.145		
9305T	Serv. Apprentice Technician (9)							39.748		
9300T	Tech Talk Service Specialist					53.145	54.350	55.547		
9300W	Serv. Insp. (Working) (WG) (9),(13)						54.350	55.547		
9301W	Serv. Specialist Technician (9), (13)	43.390	47.086	48.318	49.504	50.724	51.935	53.145		5 years
9305W	Serv. Apprentice Technician (9)							39.748		
9310	St. Leader (Working) (3),(9),(13),(15)*			50.724	51.935	53.145	54.350	56.132		
9312	Reg. Insp. (Working) (9),(13),(15)*		47.086	48.318	49.504	50.724	51.935			
9313P	St. Inspector (Planner)			49.504	50.724	51.935	53.145			
9313**	Insp. St. (Working) (9), (11), (13),(15)*			47.086	48.318	49.504	50.724			
9313H**	Insp. St. (Working) (HBR) (9),(12),(13)*			48.318	49.504	50.724	51.935			
9314**	Leak Surv. Insp. (Working) (9),(11),(13),(15)*			47.086	48.318	49.504	50.724			

Schedule "A"
Rates Effective May 1, 2025

		6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	Max.	Lock-In
9314H**	Leak Surv. Insp. (Working) (HBR) (9),(13)*					48.318	49.504	50.724	51.935	
9313N	St. Inspector (Working) (9),(11),(13),(15)*					47.086	48.318	49.504	50.724	
9315H	St. Inspector (Working) (HBR) (9),(12),(13)*					48.318	49.504	50.724	51.935	
9320**	St. Mech. 1 st Class (9),(13),(14),(15)*			42.168	43.390	44.608	45.817	47.086	48.318	
9321**	St. Mech. 2 nd Class (13),(15)			36.061	37.270	38.567	39.748	40.959		
9322**	St. Helper (13),(15)						24.592	27.538		
9318	Util. Meter Technician	24.592	26.965	29.339	31.712	34.080	36.455	38.826		
							41.194	43.569	45.817	5 years
9320D	Util. Mech. Specialist (14)	36.455	38.826	41.194	43.569	45.943	48.318	49.504	50.724	5 years
9320E	Util. Mech. (Energy Strong)			29.339	38.826	41.194	43.569	45.943	48.318	
9320N	Util. Mech. (7),(9), (13),(14),(15)*	29.339	31.712	34.080	36.455	38.826	41.194	43.569		
								45.943	48.318	5 years
9322N	Utility Mechanic Apprentice (13),(15)						24.592	26.965	29.339	5 years
9325	Regulator Mech. (9),(13),(15)*				44.608	45.817	47.086	48.318	49.504	

Schedule "A"
Rates Effective May 1, 2025

		6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	Max.	Lock-In
9330L	Pipe Line Welder (Locked-In) (1),(8),(9),(13),(15)*		48.318	49.504	50.724	51.935	53.145	54.350		5 years
9330	Pipe Line Welder (1),(8),(9),(13),(15)*					48.318	49.504	50.724		
9331	Machine Operator (9),(13),(15)*		43.390	44.608	45.817	47.086	48.318	49.770		
9340**	Mech. 1 st Class (13),(14),(15)*			43.390	44.608	45.817	47.086	48.318		
9350	Garage Leader (5)					51.935	53.145	54.350		
9351	Auto Tech. 1 st Class		44.608	45.817	47.086	48.318	49.504	50.724		
9352	Auto Tech 2 nd Class			38.567	39.748	40.959	42.168	43.390		5 years
9353	Auto Servicer		24.592	27.013	29.416	31.828	34.229	37.270		
9360H	HVAC Coordinator (HBR)				54.350	55.547	56.759	57.960		
9360	HVAC Coordinator				49.504	54.350	55.546	56.759		
9361H	HVAC Estimator (HBR)		38.827	43.569	45.943	48.318	49.504			5 years
9361	HVAC Estimator		36.456	38.826	43.943	45.943	48.318			5 years
9362H	Lead Installer (HBR)				38.827	43.569	45.943	48.318		5 years
9362	Lead Installer				36.456	38.826	43.569	45.943		5 years
9363	HVAC Installer		25.559	27.013	29.416	31.828	36.062	36.456		5 years

Schedule "A"
Rates Effective May 1, 2025

		6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	Max.	Lock-In
9363C	HVAC Installer (Certified)			27.013	29.416	31.828	36.062	36.456	38.827	5 years
9399	Dispatcher					48.318	49.504	50.724	51.935	3 years*
9371	Genl. Clk. 1 st Class (2)	39.748	40.959	42.168	43.390	44.608	45.817	47.086	47.086	3 years*
9372	Genl. Clk. (10)		26.790	30.012	35.256	38.567	40.948	46.479	46.479	5 years
9365	Custodian			24.592	27.538	30.461	33.400	36.061	36.061	5 years
9380**	Sr. Storekeeper			45.817	47.086	48.318	49.504	50.724	50.724	
9381L	Storekeeper (Locked-In)	38.567	39.748	40.959	42.168	43.390	45.817	48.147	48.147	3 years
9381	Storekeeper	38.567	39.748	40.959	42.168	43.390	45.817	47.086	47.086	
9383	Material Handler	30.310	31.981	33.661	34.849	36.061	37.270	38.567	39.748	5 years
9384T	Temporary Material Packager								23.610	
9385	Appliance Parts Runner						24.592	27.538	27.538	
9387	Gas Operations Pre-Apprentice						23.852	24.592	24.592	

**Refer to "Dispatch Department Lock-In Period" agreement dated April 13, 2022 for compensation information for employees hired prior to April 13, 2022.*

All Footnotes may be found on Pages 71-72.

Schedule "A1"

Rates Effective May 1, 2025

Applies to all new hires and transfers into UA Local 855 on or after May 1, 2023

		6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	Max.	Lock-In
9305HB	Serv. Apprentice (HBR) (9)			26.790	28.397	30.101	32.508	39.011	47.086	5 years
9305B	Serv. Apprentice (9)			25.559	27.094	28.719	30.441	36.377	43.390	5 years
9318B	Util. Meter Technician	24.592	26.065	27.629	29.287	31.044	32.907	34.881		
							36.973	41.152	45.817	5 years
9320NB	Util. Mech. (7),(9),(13),(14),(15)*	27.631	29.290	31.046	32.908	34.883	36.976	39.194		
								43.507	48.318	5 years
9322NB	Util. Mech. Apprentice (13),(15)						24.592	26.068	27.631	5 years
9361HB	HVAC Estimator (HBR)				38.827	40.941	43.170	45.521	49.504	5 years
9361B	HVAC Estimator				36.456	38.440	40.534	42.740	48.318	5 years
9362HB	Lead Installer (HBR)					38.827	40.941	43.170	48.318	5 years
9362B	Lead Installer					36.456	38.441	40.535	45.943	5 years
9363B	HVAC Installer			25.559	26.944	28.387	29.905	33.045	36.456	5 years
9363CB	HVAC Installer (Certified)			26.944	28.387	29.905	33.045	36.456	38.827	5 years

Schedule "A"
Rates Effective May 1, 2026

		6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	Max.	Lock-In
9300H	Serv. Insp. (Working) (HBR) (4),(9),(13)							55.981	57.214	58.462
9300	Serv. Insp. (Working) (4),(9),(13)							54.740	55.981	57.214
9301M	Serv. Mech. Specialist (Mobile)							50.990	52.246	53.494
9301H	Serv. Specialist (HBR) (9),(13)			48.499	49.768	50.990	52.246	53.494	54.740	5 years
9301	Serv. Specialist (9),(13)			44.692	48.499	49.768	50.990	52.246	53.494	5 years
9302H	Serv. Mech 1 st Class (HBR) (9)				43.433	44.692	45.947	47.192	48.499	
9302	Serv. Mech. 1 st Class (9)	26.326	29.648	34.671	38.389	40.941	42.188	43.433		
							44.692	45.947	47.192	5 years
9302M	Serv. Mech. 1 st Class (Mobile)	26.326	30.220	32.664	35.103	37.549	39.991	44.877		
								47.322	49.768	5 years
9302U	Serv. Mech. 1 st Class	26.326	30.220	32.664	35.103	37.549	39.991	44.877		
								47.322	49.768	5 years
9303H	Serv. Mech. 2 nd Class (HBR) (9)					38.389	39.724	40.941	42.188	
9303	Serv. Mech. 2 nd Class (9)					37.143	38.389	39.724	40.941	
9305JH	Serv. Journeyperson (HBR) (9)								48.499	5 years
9305J	Serv. Journeyperson (HBR) (9)								44.692	5 years
9305H	Serv. Apprentice (HBR) (9)			27.594	30.913	35.895	39.724	41.861	48.499	5 years

Schedule "A"
Rates Effective May 1, 2026

		6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	Max.	Lock-In
9305	Serv. Apprentice (9)		26.326	29.648	34.671	38.389	40.941	44.692		5 years
9306	Serv. Assistant					25.330	28.365	31.375		
9301T	Serv. Specialist Technician (9),(13)	44.692	48.499	49.768	50.990	52.246	53.494	54.740		
9305T	Serv. Apprentice Technician (9)							40.941		
9300T	Tech Talk Service Specialist					54.740	55.981	57.214		
9300W	Serv. Insp. (Working) (WG) (9),(13)						55.981	57.214		
9301W	Serv. Specialist Technician (9), (13)	44.692	48.499	49.768	50.990	52.246	53.494	54.740		5 years
9305W	Serv. Apprentice Technician (9)							40.941		
9310	St. Leader (Working) (3),(9),(13),(15)*			52.246	53.494	54.740	55.981	57.816		
9312	Reg. Insp. (Working) (9),(13),(15)*		48.499	49.768	50.990	52.246	53.494			
9313P	St. Inspector (Planner)			50.990	52.246	53.494	54.740			
9313**	Insp. St. (Working) (9), (11), (13),(15)*			48.499	49.768	50.990	52.246			
9313H**	Insp. St. (Working) (HBR) (9),(12),(13)*			49.768	50.990	52.246	53.494			
9314**	Leak Surv. Insp. (Working) (9),(11),(13),(15)*			48.499	49.768	50.990	52.246			

Schedule "A"
Rates Effective May 1, 2026

		6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	Max.	Lock-In
9314H**	Leak Surv. Insp. (Working) (HBR) (9),(13)*					49.768	50.990	52.246	53.494	
9313N	St. Inspector (Working) (9),(11),(13),(15)*					48.499	49.768	50.990	52.246	
9315H	St. Inspector (Working) (HBR) (9),(12),(13)*					49.768	50.990	52.246	53.494	
9320**	St. Mech. 1 st Class (9),(13),(14),(15)*			43.433	44.692	45.947	47.192	48.499	49.768	
9321**	St. Mech. 2 nd Class (13),(15)				37.143	38.389	39.724	40.941	42.188	
9322**	St. Helper (13),(15)							25.330	28.365	
9318	Util. Meter Technician	25.330	27.774	30.220	32.664	35.103	37.549	39.991		
							42.430	44.877	47.192	5 years
9320D	Util. Mech. Specialist (14)	37.549	39.991	42.430	44.877	47.322	49.768	50.990	52.246	5 years
9320E	Util. Mech. (Energy Strong)			30.220	39.991	42.430	44.877	47.322	49.768	
9320N	Util. Mech. (7),(9), (13),(14),(15)*	30.220	32.664	35.103	37.549	39.991	42.430	44.877		
								47.322	49.768	5 years
9322N	Utility Mechanic Apprentice (13),(15)						25.330	27.774	30.220	5 years
9325	Regulator Mech. (9),(13),(15)*				45.947	47.192	48.499	49.768	50.990	

Schedule "A"
Rates Effective May 1, 2026

		6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	Max.	Lock-In
9330L	Pipe Line Welder (Locked-In) (1),(8),(9),(13),(15)*	49.768	50.990	52.246	53.494	54.740	55.981			5 years
9330	Pipe Line Welder (1),(8),(9),(13),(15)*				49.768	50.990	52.246			
9331	Machine Operator (9),(13),(15)*	44.692	45.947	47.192	48.499	49.768	51.264			
9340**	Mech. 1 st Class (13),(14),(15)*		44.692	45.947	47.192	48.499	49.768			
9350	Garage Leader (5)				53.494	54.740	55.981			
9351	Auto Tech. 1 st Class	45.947	47.192	48.499	49.768	50.990	52.246			
9352	Auto Tech 2 nd Class		39.724	40.941	42.188	43.433	44.692			5 years
9353	Auto Servicer	25.330	27.824	30.299	32.783	35.256	38.389			
9360H	HVAC Coordinator (HBR)				55.981	57.214	58.462	59.699		
9360	HVAC Coordinator				50.990	55.981	57.213	58.462		
9361H	HVAC Estimator (HBR)		39.992	44.877	47.322	49.768	50.990			5 years
9361	HVAC Estimator		37.550	39.991	44.877	47.322	49.768			5 years
9362H	Lead Installer (HBR)			39.992	44.877	47.322	49.768			5 years
9362	Lead Installer			37.550	39.991	44.877	47.322			5 years
9363	HVAC Installer	26.326	27.824	30.299	32.783	37.144	37.550			5 years

Schedule "A"
Rates Effective May 1, 2026

		6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	Max.	Lock-In
9363C	HVAC Installer (Certified)			27.824	30.299	32.783	37.144	37.550	39.992	5 years
9399	Dispatcher					49.768	50.990	52.246	53.494	3 years*
9371	Genl. Clk. 1 st Class (2)	40.941	42.188	43.433	44.692	45.947	47.192	48.499	48.499	3 years*
9372	Genl. Clk. (10)		27.594	30.913	36.314	39.724	42.177	47.874	47.874	5 years
9365	Custodian			25.330	28.365	31.375	34.402	37.143	37.143	5 years
9380**	Sr. Storekeeper				47.192	48.499	49.768	50.990	52.246	
9381L	Storekeeper (Locked-In)		39.724	40.941	42.188	43.433	44.692	47.192	49.592	3 years
9381	Storekeeper		39.724	40.941	42.188	43.433	44.692	47.192	48.499	
9383	Material Handler	31.220	32.941	34.671	35.895	37.143	38.389	39.724	40.941	5 years
9384T	Temporary Material Packager								24.319	
9385	Appliance Parts Runner							25.330	28.365	
9387	Gas Operations Pre-Apprentice							24.568	25.330	

**Refer to "Dispatch Department Lock-In Period" agreement dated April 13, 2022 for compensation information for employees hired prior to April 13, 2022.*

All Footnotes may be found on Pages 71-72.

Schedule "A1"

Rates Effective May 1, 2026

Applies to all new hires and transfers into UA Local 855 on or after May 1, 2023

		6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	Max.	Lock-In
9305HB	Serv. Apprentice (HBR) (9)			27.594	29.249	31.004	33.484	40.182	48.499	5 years
9305B	Serv. Apprentice (9)			26.326	27.907	29.581	31.355	37.469	44.692	5 years
9318B	Util. Meter Technician	25.330	26.847	28.458	30.166	31.976	33.895	35.928		
							38.083	42.387	47.192	5 years
9320NB	Util. Mech. (7),(9),(13),(14),(15)*	28.460	30.169	31.978	33.896	35.930	38.086	40.370		
								44.813	49.768	5 years
9322NB	Util. Mech. Apprentice (13),(15)						25.330	26.850	28.460	5 years
9361HB	HVAC Estimator (HBR)				39.992	42.170	44.466	46.887	50.990	5 years
9361B	HVAC Estimator				37.550	39.594	41.750	44.023	49.768	5 years
9362HB	Lead Installer (HBR)					39.992	42.170	44.466	49.768	5 years
9362B	Lead Installer					37.550	39.595	41.752	47.322	5 years
9363B	HVAC Installer			26.326	27.753	29.239	30.803	34.037	37.550	5 years
9363CB	HVAC Installer (Certified)			27.753	29.239	30.803	34.037	37.550	39.992	5 years

SCHEDULE "A/A1" FOOTNOTES
Effective May 1, 2023* Through April 30, 2027**

(1) Will receive one pay step above his/her individual rate when assigned to weld on gas air conditioning systems.

(2) The senior Dispatcher scheduled on each shift to dispatch service calls receives two pay steps above his/her individual rate when working on night shifts, weekends and holidays for the hours when a Dispatch Office Supervisor and/or Working Dispatcher (9399) is not present to supervise the Dispatch Office function.

(3) Will receive \$53.500 effective 5/1/23 when assigned to perform additional supervisory duties. Will receive \$55.363 EFF. 5/1/24; \$57.024 EFF. 5/1/25; \$58.735 EFF. 5/1/26.

(4) Will receive \$53.500 effective 5/1/23 when assigned to perform the duties of a Service Supervisor. Will receive \$55.105 EFF. 5/1/24; \$56.759 EFF. 5/1/25; \$58.462 EFF. 5/1/26. Will receive one additional pay step if also Home Base Reporting.

(5) Will receive \$52.357 effective 5/1/23 when assigned to perform supervisory duties. Will receive \$53.928 EFF. 5/1/24; \$55.546 EFF. 5/1/25; \$57.213 EFF. 5/1/26.

(6) (Deleted)

(7) Will receive one pay step above his/her individual rate when assigned to operate trenching machines over 5,000 lbs. or directional boring equipment.

(8) Will receive one pay step above his/her individual rate when assigned to schedule and coordinate work and maintain an adequate supply of welding material and equipment.

(9) Volunteers will receive two pay steps above his/her individual rate when assigned to perform Hazwoper work. This also applies to Appliance Service Technicians assigned to respond to a Hazwoper work site and/or when performing asbestos removal work or removal of Mercury Regulators (See Letter of Intent – Schedule D).

SCHEDULE “A/A1” FOOTNOTES - Continued

(10) Will receive two pay steps above his/her individual rate when assigned to perform Appliance Repair Parts work.

(11) Volunteers will receive one pay step above his/her individual rate when assigned to Home Base Report.

(12) Will receive \$51.230 effective 5/1/23 when assigned to perform supervisory planning duties. Will receive \$52.767 EFF. 5/1/24; \$54.350 EFF. 5/1/25; \$55.981 EFF. 5/1/26.

(13) Will receive an upgraded pay rate equivalent to the top pay step of current job classification plus either 5% or 10% per hour for performing Adjunct Instructor duties.

(14) Will receive one pay step above his/her individual rate when assigned to perform tool room work.

(15) Will receive two pay steps above his/her individual rate when remote reporting on the job. Utility Mechanics at a pay rate below the top pay step shall receive one pay step within their classification when remote reporting on the job.

(*) Will receive one pay step above his/her individual rate when assigned to perform “Active and Inactive”, “Reconnect for Non-Payment” and “Gas Leak Investigation” Orders for the Service Department.

(**) Classification shall be eliminated once there are no employees remaining in these positions.

SCHEDULE B

SCHEDULE OF SCHEDULED EMPLOYEES

(Deleted 1984 Negotiations)

SCHEDULE C JOB DESCRIPTIONS FOREWORD

This manual contains a list of job specifications covering Distribution and Appliance Service Operations work of Public Service Electric and Gas Company, Newark, New Jersey.

The job specifications contained herein are intended to state the principal duties usually required in the various jobs, so that each job may be evaluated in comparison with each other, and properly classified in the wage structure. They are not intended to state every function of the job, but merely those which required greatest application of the factors which make up the evaluation points, and on which the job is evaluated.

Certain terms used in the specifications may be defined as follows:

“Under close supervision” means that the employee mainly performs those tasks which the employee has been instructed to do and is supervised most of the time while performing them.

“Under directive supervision” means that the employee primarily performs tasks and duties which the employee has been directed to do, and carries out such assignments under observation or checking from time to time.

“Under general supervision” means that the employee performs the work independently, as directed, but within the limitations of standard practice or procedure, the production or performance furnishing a check on activity or quality of work.

Incidental to every job are the following functions:

1. Observing closely Company rules regarding safety, applicable to the duties of the job.
2. Directing and training employees as assigned.

SCHEDULE C - Continued

3. Carrying out assignments in fighting fires and floods; giving first aid.

4. Maintaining a high standard of good housekeeping within the area of work; cleaning up surroundings after work is completed.

5. Performing the paper work and writing the reports required of the job.

6. Immediately reporting abnormal conditions which develop and taking corrective measures within the scope of the duties of the applicable job specification.

7. Under close supervision assisting employees of higher classification.

8. Performing similar work of the same grade, and the work of any lower-rated job.

Unless mutually agreed, the Company will not unilaterally assign any of the duties of Service Group employees to Street Group employees or vice versa except as otherwise specifically provided for in the Street Department job descriptions of this Agreement.

9. Advising customers as to the care, use and operation of appliances, material and equipment, within the scope of the applicable job specification.

Other language may require definition from time to time. For example, an automatic appliance is one which, after being placed in service, automatically goes through the operations of turning on the main burning units and shutting off such units without the presence of an attendant. House heating furnaces, refrigerators, and water heaters of the instantaneous and automatic storage type are examples of automatic appliances. A non automatic appliance is one which requires the presence of an attendant during at least part of its operation. Ranges, except clock operated oven controls, side arm water heaters, and radiant fire heaters are examples of non-automatic appliances.

Specific qualifications for the various jobs are deemed to include the following in each specification:

SCHEDULE C - Continued

- a. Ability to pass satisfactorily oral or written tests and practical demonstrations mutually agreed on between the
- b. Company and the Union to determine fitness for a specific job.
- b. Knowledge of safety rules applicable to the job.
- c. Ability to make neat and legible records.
- d. Ability to meet the Company's customers, and the public in general, in a courteous and tactful manner.
- e. Ability to direct and train employees as assigned.

9300 SERVICE INSPECTOR (WORKING)

9300H SERVICE INSPECTOR (WORKING) HBR

Possesses the experience and qualifications to be a supervisor and serves as such upon occasion when the work warrants it, but otherwise performs the necessary work. Must have a thorough knowledge of all types of gas appliances and installations. Shall have all of the qualifications of a top grade Service Specialist to receive training for this classification and have satisfactorily completed the Working Inspector Training & Qualification Program. When assigned, must proficiently determine scope of work required and prepare cost estimates consistent with plan for HVAC unit installations and discuss estimates with customers.

Performs duties such as listed below on air conditioning installations or fully automatic equipment using a programmed sequence of operations to attain, prove, and maintain combustion. (Controls of the type required on fully automatic equipment with input of 400,000 BTU per hour or more in a single combustion chamber).

**WHEN ASSIGNED TO PERFORM WORK ON AIR
CONDITIONING EQUIPMENT**

- 1. Recharging refrigeration units, using pressurized refrigerant tanks;
- 2. Remove non-condensibles from lithium bromide units;

SCHEDULE C - Continued

3. Diagnosing and correcting problems with conditioned air quantities or water towers; setting water flow rates;
4. Removing scale from water cooled equipment, using acidizing pumps and piping;

WHEN ASSIGNED TO FULLY AUTOMATIC EQUIPMENT USING A PROGRAMMED SEQUENCE

SCHEDULE C - Continued

OF OPERATION TO ATTAIN, PROVE, AND MAINTAIN COMBUSTION. (CONTROLS OF THE TYPE REQUIRED ON FULLY AUTOMATIC EQUIPMENT WITH INPUT OF 400,000 BTU PER HOUR OR MORE IN A SINGLE COMBUSTION CHAMBER)

5. Servicing rapid response flame safeguards such as flame rectification, photocells, and photo conductive cells;
6. Adjusting power burners; servicing combustion gas-oil burners for gas operation;
7. Checking and correcting sequences of operations such as, prepurge cycle, trial for ignition periods, etc.;
8. Servicing low fire start interlocks, motor driven and manual reset safety shut off devices;
9. Servicing zero regulators and gas-air proportioning equipment on industrial equipment.

**9300RGHV TECH TALK SERVICE SPECIALIST
(RESIDENTIAL GAS APPLIANCES, HVAC)**

Possesses the necessary experience and qualifications to be a supervisor and serves as such upon occasion when the work warrants it, for example and not all inclusive; training other technicians; but otherwise performs the necessary work and remote diagnostics. Must have a thorough knowledge of all types of residential gas appliances and HVAC repair work; Appliance and HVAC repair work is defined as electric and gas water heaters, ranges, dryers, swimming pool heaters, house heaters and electric air conditioners and other equipment

SCHEDULE C - Continued

serviced by 9301 Service Specialists. Shall have all of the qualifications of a top grade Service Specialist (9301) to receive training for this classification. Performs duties such as listed below.

GENERAL

This position is safety-sensitive and is subject to random drug and alcohol testing.

Conducts remote appliance and HVAC service repair and diagnostics or less skilled work of the occupational group. Includes expertise and capability of repairing electric and gas water heaters, ranges, dryers, swimming pool heaters, house heaters and electric air conditioners, and any other equipment service by 9301 Service Specialists.

QUALIFICATIONS

Must meet the Company's requirements as to general qualifications. Must have all the qualifications of Service Specialist (9301) and, in addition:

1. Must have demonstrated aptitude for and ability in the performance of the duties of 9301 Service Specialist;
2. Must be able to work from complex drawings, diagrams and specifications;
3. Must have a thorough knowledge of the use of all applicable repair instruments;
4. Must have demonstrated aptitude of computer systems (Word, Excel, CAD, SAP, etc.);
5. Must be able to work remotely and perform remote diagnostics utilizing company provided equipment such as computer, phone and access all requisite systems;
6. Must be able to deal with the general public, such as customers, contractors, and plumbers, and must be able to obtain their cooperation and satisfactorily

SCHEDULE C - Continued

dispose of questions arising from appliance repair problems;

7. Must have the ability to supervise the work of others and be capable of assuming supervisory responsibilities; and
8. Must know the Company's safety rules applying to the work.

9300T TECH TALK SERVICE SPECIALIST

Possesses the necessary experience and qualifications to be a supervisor and serves as such upon occasion when the work warrants it, for example and not all inclusive; training other technicians; but otherwise performs the necessary work and remote diagnostics. Must have a thorough knowledge of all types of white goods appliances and installations; in particular refrigerators, freezers, washing machines, dishwashers, electric dryers, electric ranges and electric ovens. Shall have all of the qualifications of a top grade Service Specialist Technician White Goods (9301W) to receive training for this classification. Performs duties such as listed below:

GENERAL

Conducts remote white goods service repair and diagnostics or less skilled work of the occupational group. Includes expertise and capability of repairing all electric appliances except air conditioners, heat pumps, and water heaters.

QUALIFICATIONS

Must meet the Company's requirements as to general qualifications; must have all the qualifications of Service Specialist Technician White Goods (9301W) and, in addition:

1. Must have demonstrated aptitude for and ability in the performance of the duties of Service Specialist Technician White Goods (9301W);

SCHEDULE C - Continued

2. Must be able to work from complex drawings, diagrams and specifications;
3. Must have a thorough knowledge of the use of all applicable repair instruments;
4. Must have demonstrated aptitude of computer systems (Word, Excel, CAD, SAP, etc.)
5. Must be able to work remotely and perform remote diagnostics utilizing company provided equipment such as computer, phone and access all requisite systems.
6. Must be able to deal with the general public, such as, customers, contractors, and plumbers and must be able to obtain their cooperation and satisfactorily dispose of questions arising from appliance repair problems;
7. Must have the ability to supervise the work of others and be capable of assuming supervisory responsibilities;
8. Must know the Company's safety rules applying to the work.

**9300W SERVICE INSPECTOR (WORKING)
(White Appliances)**

Possesses the necessary experience and qualifications to be a supervisor and serves as such upon occasion when the work warrants it, for example and not all inclusive; training other technicians; but otherwise performs the necessary work. Must have a thorough knowledge of all types of white goods appliances and installations; in particular refrigerators, washing machines, dishwashers, electric dryers, ranges and ovens. Shall have all of the qualifications of a top grade Service Specialist Technician (9301W) to receive training for this classification. Performs duties such as listed below:

SCHEDULE C - Continued

General

Performs other white goods service repair or less skilled work of the occupational group. Includes expertise and capability of repairing all electric appliances except air conditioning, and water heaters.

Qualifications

Must meet the Company's requirements as to general qualifications; must have all the qualifications of Service Specialist-Technician (9301W) and, in addition:

1. Must have demonstrated aptitude for and ability in the performance of the duties of Service Specialist-Technician (9301W);
2. Must be able to work from complex drawings, diagrams and specifications;
3. Must have a thorough knowledge of the use of all applicable repair instruments;
4. Must be able to deal with the general public, such as, customers, contractors, and plumbers and must be able to obtain their cooperation and satisfactorily dispose of questions arising from appliance repair problems;
5. Must have the ability to supervise the work of others and be capable of assuming supervisory responsibilities;
6. Must know the Company's safety rules applying to the work.

9301 SERVICE SPECIALIST

9301H SERVICE SPECIALIST (HBR)

9301T SERVICE SPECIALIST - TECHNICIAN

Under general supervision, investigates and satisfies all types of complaints for servicing automatic gas and electric appliances, makes all types of repairs and adjustments on all types of gas utilization equipment and controls, including duties such as listed below on air conditioning installations or fully automatic equipment using a programmed sequence of operation to attain, prove and maintain combustion; carries

SCHEDULE C - Continued

through assignments, at times, with the assistance of employees of equal or lesser grade; performs duties such as:

1. Adjusting automatic appliances and associated electrical control equipment of any type, size, kind, or complexity, including commercial and industrial equipment; investigating complaints of unsatisfactory performance of all types of appliances and controls; investigating complaints from customers on automatic equipment beyond the scope of employees of lesser grades; locating and remedying sources of trouble; checking operation of equipment to determine completeness and adequacy of repairs; testing operation and efficiency of equipment; maintaining Gas Testers within the Service Group including the checking, repairing and adjusting of same.

2. Making repairs to and installing those repair parts on automatic type appliances which involve the adjustment of automatic controls of any type or complexity;

3. Installing and changing industrial regulators used on complicated installations;

4. Making investigations and satisfying service requirements on air conditioning equipment of which the following items are typical, but not exclusive:

- (1) Correcting gas pressure and supply
- (2) Cleaning and adjusting burners and pilots
- (3) Cleaning and repairing gas controls and filters
- (4) Correcting fan operations where necessary
- (5) Checking flues, basic power circuit, and thermostats
- (6) Making seasonal changeover
- (7) Lighting pilots and making minor repairs
- (8) Checking/adding/recharging refrigerant

The Service Specialist would be expected to troubleshoot and correct deficiencies found on controls, circuits, pressure, pilots and burners, etc., of the type which they would be expected to perform on central building heating, air conditioning, or other equipment.

SCHEDULE C - Continued

Making investigations and satisfying service requirements on fully automatic types of equipment using a programmed sequence of operations to attain, prove, and maintain combustion of which the following items are typical, but not exclusive:

- (1) Correcting gas pressure and supply
- (2) Cleaning and adjusting burners
- (3) Cleaning, adjusting and lighting pilots
- (4) Checking basic power circuit and thermostats
- (5) Checking across 1 and 2, 1 and 6, and the T&T Terminals on the RA 890 Relay

9301M SERVICE MECHANIC SPECIALIST (MOBILE)

Under general supervision, carries through assignments, at times with the assistance of employees of equal or lesser grade. Performs all of the duties of a 9302M Service Mechanic 1st Class (Mobile), in addition to the following:

1. Install, inspect, and change meters up to and including size 3M, and service regulators, in the field for residential and multi-family units.
2. Assist 9302M Service Mechanic 1st Class (Mobile) with mercury regulator changes.
3. Assist 9302M Service Mechanic 1st Class (Mobile) with pre-set activities and scheduling appointments for meter sizes up to and including 3M rotary meter.
4. Assist 9300 Service Inspector (Working) with pre-set activities and scheduling appointments for 5M rotary meters and larger.
5. Assist 9300 Service Inspector (Working) in coordinating set truck for 5M and larger rotary meter installations.
6. Make simple sketches of piping and equipment layout on customers' premises to explain unusual conditions. Assist 9300 Service Inspector (Working) making complex sketches.

SCHEDULE C - Continued

Qualifications

Must meet the Company's requirements as to general qualifications.

Must possess and maintain a valid driver's license with a safe and satisfactory driver history.

Must possess all of the qualifications of a 9302 Service Mechanic, with a minimum of 3 years' experience or equivalent.

Must be able to successfully interact with the general public, such as customers, contractors, and plumbers, and satisfactorily dispose of questions and concerns.

9301W SERVICE SPECIALIST – TECHNICIAN (White Appliances)

Under general supervision, investigates and satisfies all types of complaints for servicing "white" and electric appliances (excluding air conditioning and water heaters). May also service gas dryers and gas ranges in conjunction with a white goods service call. Makes all types of repairs and adjustments on all types of equipment and controls, including duties such as listed below; carries through assignments, at times, with the assistance of employees of equal or lesser grade; performs duties such as:

1. Troubleshooting and adjusting automatic white and electric appliances and associated electrical control equipment of any type, size, kind, or complexity, including commercial and industrial equipment; investigating complaints of unsatisfactory performance of all types of appliances and controls; investigating complaints from customers on automatic equipment beyond the scope of employees of lesser grades; locating and remedying sources of trouble; checking operation of equipment to determine completeness and adequacy of repairs; testing operation and efficiency of equipment.

SCHEDULE C - Continued

2. Making repairs to and installing those repair parts on automatic type appliances that may involve the adjustment of automatic controls of any type or complexity.

9302 SERVICE MECHANIC 1st CLASS

9302H SERVICE MECHANIC 1ST CLASS (HBR)

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

1. Installing, renewing, and repairing gas piping on customers' premises; extending service piping, installing meter spacings; setting meters on new spacings, 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 all types of gas appliances and turning on for normal operation.

3. Installing, inspecting, and changing service regulators; testing and adjusting operation of service regulators in the field, excluding industrial regulators used in complicated installations.

4. Making repairs to and installing repair parts on non-automatic appliances such as water heaters, space heaters, and ranges, excluding repairs to and installation of electrically operated controls; making repairs to, and installing those repair parts on automatic type appliances which do not involve the adjustment of automatic gas controls.

5. Clearing services and house piping of stoppages with or without the use of compressed gasses or vacuum tank, investigating complaints of no gas, insufficient gas at customers' premises, correcting same.

SCHEDULE C - Continued

6. 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.

7. Setting or removing pressure or temperature recording gauges, on customers' premises.

8. Stopping flow of gas by such methods as inserting rags or expansion plugs.

9. Shutting off, cleaning and relighting central building heating furnaces and boilers.

10. Relighting residential, commercial and industrial appliances in conjunction with active orders, meter change work and Street Department work.

11. Making simple sketches of piping and equipment layout on customers' premises to explain unusual condition to supervisor in shop.

12. Investigating gas leaks at customers' premises, using approved devices; making same safe.

9302M SERVICE MECHANIC 1st CLASS

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;
2. 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.
3. Installing, inspecting, and changing service regulators; testing operation of service regulators in the field up to an AL800 meter.
4. Taking and interpreting U-gauge pressure readings in order to locate small leaks and stoppages in service

SCHEDULE C - Continued

and house piping, and in order to determine adequacy of such piping.

5. Relighting residential, commercial, and industrial appliances in conjunction with meter change work (cause change) and Street Department work.
6. 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.*

9302U SERVICE MECHANIC 1ST CLASS

Under general supervision in the field, installs meters, service regulators, appliances and associated piping; maintains gas installations and appliances; carries through assignments, at times with the assistance of employees of equal or lesser grade; under general supervision in the shop, does other fitting shop work. 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

SCHEDULE C - Continued

2. and compliance with Company's specifications, including the piping installed by plumbers.
3. Installing all types of gas appliances and turning on for normal operation.
4. Installing, inspecting, and changing service regulators; testing operation of service regulators in the field, including industrial regulators used in complicated installations.
5. Making repairs to and installing repair parts on non-automatic appliances such as water heaters, space heaters, and ranges, excluding repairs to and installation of electrically operated controls; making repairs to, and installing those repair parts on automatic type appliances which do not involve the adjustment of automatic gas controls.
6. Clearing services and house piping of stoppages with or without the use of compressed gasses or vacuum tank, investigating complaints of no gas, insufficient gas at customers' premises, correcting same.
7. 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.
8. Setting or removing pressure or temperature recording gauges, on customers' premises.
9. Stopping flow of gas by such methods as inserting rags or expansion plugs.

SCHEDULE C - Continued

10. Shutting off, cleaning and relighting central building heating furnaces and boilers.
11. Relighting residential, commercial and industrial appliances in conjunction with active orders, meter change work and Street Department work.
12. Making simple sketches of piping and equipment layout on customers' premises to explain unusual condition to supervisor in shop.

SCHEDULE C - Continued

13. Investigating inside and outside gas leaks at customers' premises, using approved devices; making same safe.

9303 SERVICE MECHANIC 2nd CLASS

9303H SERVICE MECHANIC 2ND CLASS (HBR)

Under directive supervision in the shop and under general supervision in the field, does repair, service and maintenance work on gas installations and appliances; turns on and shuts off meters; performs such work as:

1. Reading on, reading off, turning on and shutting off meters at meter or curb cock, including installation and removal of corks, meter cock locks, locks, lock off plugs and fuses, gassing out and lighting all appliance pilots, except those on central building heating appliances, shutting off all appliances.

2. Removing and changing meters except those used for central building heating and industrial installations.

3. Cleaning and adjusting such non-automatic gas appliances as water heaters, space heaters, and ranges excluding clock operated oven controls.

4. Assembling partially dismantled appliances; delivering appliances, materials, supplies, and tools.

5. Testing meters where non-registration or faulty operation is suspected.

6. Investigating complaints, remedying same within scope of duties by doing work such as: repairing leaks in appliances or inside piping, emptying drips located on house pipes. Investigating gas leaks at customers' premises when discovered in the course of their normal work, making same safe.

7. Measuring gas pressures with U-gauge; changing charts on recording gauges.

8. Driving vehicles in performance of their duties; checking for prescribed quantities of fuel, water, oil and antifreeze; changing tires; checking and maintaining prescribed air pressure in tires; installing and removing tire chains; towing disabled vehicles, maintaining inside of vehicle in a clean and orderly condition.

SCHEDULE C - Continued

9305/B SERVICE APPRENTICE

9305H/HB SERVICE APPRENTICE (HBR)

Under general supervision in the field, installs meters, service regulators, appliances, and associated pipings maintains gas installations and appliances as qualified through formalized and/or on-the-job training, carries through assignments, at times with the assistance of other employees; under general supervision in the shop, does other Service Department work.

9305J SERVICE JOURNEYPERSON

Under general supervision, investigates and satisfies all types of complaints for servicing heating, air conditioning, automatic water heaters, heat pumps and ductless split systems. Carries through assignments, at times, with the assistance of employees of equal or lesser grade.

Job Duties & Responsibilities

Performs duties such as:

1. Adjusting automatic appliances and associated electrical control equipment of any type, size, kind, or complexity, including commercial and industrial HVAC equipment; investigating complaints of unsatisfactory performance of all types of HVAC equipment and controls; investigating complaints from customers on HVAC equipment beyond the scope of employees of lesser grades; locating and remedying sources of trouble; checking operation of equipment to determine completeness and adequacy of repairs;
2. Making repairs to and installing those repair parts on HVAC equipment which involve the adjustment of automatic gas controls of any type or complexity;
3. Making investigations and satisfying service requirements on air conditioning equipment of which the following items are typical, but not exclusive:

- (1) Correcting gas pressure and supply

SCHEDULE C - Continued

- (2) Cleaning and adjusting burners and pilots
- (3) Cleaning and repairing gas controls and filters
- (4) Correcting fan operations where necessary
- (5) Checking flues, basic power circuit, and thermostats
- (6) Making seasonal changeover
- (7) Lighting pilots and making minor repairs

The Service Journeyperson would be expected to troubleshoot and correct deficiencies found on controls, circuits, pressure, pilots and burners, etc., of the type which they would be expected to perform on central building heating or other gas heating equipment.

Making investigations and satisfying service requirements on all HVAC equipment using a programmed sequence of operations to attain, prove, and maintain combustion of which the following items are typical, but not exclusive:

- (1) Correcting gas pressure and supply
- (2) Cleaning and adjusting burners
- (3) Cleaning, adjusting and lighting pilots
- (4) Checking basic power circuit and thermostats
- (5) Checking across 1 and 2, 1 and 6, and the T&T Terminals on the RA 890 Relay

Qualifications

- High school graduate or equivalent.
- Five years of verifiable qualified experience in the plumbing, pipefitting, HVAC, or appliance repair trades.
- Universal or Type II Refrigeration Certification
- Must successfully test-out of either the heating and/or electric A/C training modules
- Must have a valid New Jersey Driver's License with a

SCHEDULE C - Continued

safe and satisfactory driver history.

- Per the Bargaining Unit Contract, this position has a 5 year lock-in period.

9305T SERVICE APPRENTICE - TECHNICIAN

Under general supervision in the field, installs meters, service regulators, appliances, and associated pipings, maintains gas installations and appliances as qualified through formalized and/or on-the-job training, carries through assignments, at times with the assistance of other employees; under general supervision in the shop, does other Service Department work.

9305W SERVICE APPRENTICE – TECHNICIAN (White Appliances)

Under general supervision in the field, services “white” and other electric appliances (excluding air conditioning and water heaters) and associated equipment as qualified through formalized and/or on-the-job training. May also service gas dryers and gas ranges in conjunction with a white goods service call. Carries through assignments, at times with the assistance of other employees; under general supervision in the shop, does other Service Department work.

9306 SERVICE ASSISTANT – GAS DELIVERY

Assists higher rated employees in the appliance service group. They shall not be used as part of an HVAC installation crew.

Performs work such as:

1. Active and Inactive (A&I) work such as reading on/reading off, turning on/turning off gas and electric service. A single central building heating unit serving a 3-family residence and larger, and any central building heating unit fed by a meter larger than a size 250 shall be left off when turning on gas (e.g. A&I & RNP orders).

SCHEDULE C - Continued

2. Removing and installing meters up to size 250 (excludes rebuilding meter sets).
3. Lighting appliance pilots except those on a single central building heating unit serving a 3-family residence and larger, and any central building heating unit served by a meter larger than a size 250.
4. Operating Company vehicles up to and including service vans.

9310 STREET LEADER (WORKING)

Qualified and experienced in all phases of Street Department work. In general, supervises the construction, with a large or medium sized gang, of large and medium size mains and district governors, and handles the difficult leak jobs and emergencies, in addition to the usual class of less difficult work. Create and maintain records in various formats associated with job tasks.

9312 REGULATOR INSPECTOR (WORKING)

Under general supervision, works with and directs employees engaged in installing, maintaining and adjusting district governors and associated equipment, performs duties such as:

1. Working with and directing employees engaged in the construction of masonry manholes and the installation of district governors and associated equipment.
2. Maintaining and adjusting district governors, auxiliary control equipment, recording gauges, safety vents, valves and associated piping and equipment.
3. Inspecting and analyzing charts from gauges on district governors; making tests at governors and conferring with supervisors concerning repairs or changes needed to remedy unsatisfactory pressure and flow conditions.
4. Maintaining prescribed quantities of governor repair parts and supplies; reordering as required.

SCHEDULE C - Continued

9313P STREET INSPECTOR (PLANNER)

Possesses the experience and qualifications to be a supervisor and serves as such upon occasion when the work warrants it; to safeguard mains and services where they are exposed or endangered by contracting work; to oversee others performing synergy markout work; and possesses general qualifications for street work.

Under close supervision, assists employees of higher classification; under general directive supervision may perform all planning duties as currently performed by the 9313 and 9313N classifications assigned to perform supervisory planning duties, including the planning and layout of all types of distribution work, sizing and design of mains and services, cost estimates, preparing electronic sketches, permits and gas out procedures.

Performs all other Street Inspector Duties when assigned.

May also be assigned Drafter duties (See Schedule D – Street Inspector (Planner) Duties).

9313 INSPECTOR-STREET (WORKING)

9313H INSPECTOR-STREET (WORKING) (HBR)

Possesses the experience and qualifications to be a supervisor and serves as such upon occasion when the work warrants it; to safeguard mains and services where they are exposed or endangered by contracting work; and possesses general qualifications for street work.

9314 LEAK SURVEY INSPECTOR (WORKING)

9314H LEAK SURVEY INSP. (WORKING) (HBR)

Under close supervision, assists employees of higher classification; under general directive supervision, works with and directs employees in street inspection work surveying routes of underground gas system for leaks, makes tests using suitable instruments, corrects unsafe conditions, maintains records, performs such work as:

SCHEDULE C - Continued

1. Patrolling routes of underground gas lines to locate leaks.
2. Testing barholes, valve boxes, manholes, catch basins, and pits for presence of gas, using suitable instruments.
3. Observing condition of vegetation for indications of leaks.
4. Reporting immediately leaks and other conditions requiring correction; taking precautionary measures within the scope of instructions.
5. Checking indicating instruments to assure accurate tests; making minor adjustments and repairs to same as required.
6. Keeping log book of tests and conditions found at locations examined.
7. Recording progress of leak surveys on field maps.

9313N STREET INSPECTOR (WORKING)

9315H STREET INSPECTOR (WORKING) (HBR)

Possesses the experience and qualifications to be a supervisor and serves as such upon occasion when the work warrants it; to safeguard mains and services where they are exposed or endangered by contracting work; and possesses general qualifications for street work.

Under close supervision, assists employees of higher classification; under general directive supervision, works with and directs employees in street inspection work surveying routes of underground gas system for leaks, makes tests using suitable instruments, corrects unsafe conditions, maintains records, performs such work as:

1. Patrolling routes of underground gas lines to locate leaks.
2. Testing barholes, valve boxes, manholes, catch basins, and pits for presence of gas, using suitable instruments.
3. Observing condition of vegetation for indications of leaks.

SCHEDULE C - Continued

4. Reporting immediately leaks and other conditions requiring correction; taking precautionary measures within the scope of instructions.
5. Checking indicating instruments to assure accurate tests; making minor adjustments and repairs to same as required.
6. Keeping log book of tests and conditions found at locations examined.
7. Recording progress of leak surveys on field maps.

9318/B UTILITY METER TECHNICIAN

Under general supervision in the field, inspects outside and inside meter and regulator sets and exposed piping of residential and small commercial facilities and prepares necessary documentation.

As the employee becomes qualified through training, performs inspections on outside and inside meter sets and exposed piping for leaks, atmospheric corrosion, proper venting, inaccessible shutoff, meter set protection, and proper protection to prevent atmospheric corrosion. Inspections also include the identification of any other visible condition that may adversely affect the safety of the natural gas supply.

Public building inspections and higher than normal pressure inspections will not be performed by the 9318 Utility Meter Technician.

Performs work such as:

1. Perform visual inspection of meters, regulators, and associated exposed piping for residential and small commercial customers. Verify compliance with Company standards.
2. Leak testing on meter sets and exposed piping. Shutting off gas meters when necessary to make area safe.

SCHEDULE C – Continued

3. Reporting immediately leaks and other conditions requiring correction; taking precautionary measures within the scope of instruction.
4. Keeping log of inspections and conditions found at locations examined.
5. Scraping, painting corroded piping. Applying primer and green-line tape when appropriate.
6. Calibrating gas tester according to manufacturing specifications and Company requirements. .
7. Locating and cleaning curb valves.
8. Painting buildings, structures, equipment and piping.
9. Perform traffic control at work sites.
10. Perform security guard duties and custodial duties.
11. Making minor repairs on regulator vent lines that do not require shutting off gas service.
12. May drive any passenger and van type vehicle that does not require a CDL license to operate.

9319 STREET MECHANIC 1st CLASS-WELDER

Under directive supervision performs the duties of a Street Mechanic 1st Class. In addition, does either oxygen-acetylene or electric welding in connection with the work of a Street Crew, moves from crew to crew; performs duties such as:

SCHEDULE C - Continued

1. Taking proper steps in preparing for welding such as cleaning surfaces, beveling and aligning;
2. Welding 3" and smaller service tees to mains of all sizes with or without gas in the main;
3. Laying out, cutting, and making position and roll welds on 3" or smaller pipe and fittings using either electric or oxygen-acetylene;
4. Maintaining welding equipment in good condition, maintaining adequate supplies of welding materials;
5. Working with Pipe Line Welder when working on 4" or larger pipe for the purpose of aligning and tacking and assisting Pipe Line Welder, as assigned.

9320 STREET MECHANIC 1st CLASS

Under directive supervision, constructs, operates, maintains and repairs mains, services, and associated equipment; carries through assignments, at times, with the assistance of other employees of equal or lesser grade; performs duties such as:

1. Installing and repairing all types of mains, services, and associated equipment such as sleeves, fittings, and valves;
2. Under close supervision, installing and operating all types of equipment necessary to control the flow of gas in mains such as stoppers, bags, stoppering off machines, valves, cocks, and similar equipment;
3. Under close supervision, operates drilling and tapping machines, pipe saws, and similar hand or power-operated equipment regularly used by a street crew in the installation and repair of mains, services and associated equipment;
4. Reading suitable gauges during pressure tests, purging and gassing out mains and services as directed;
5. Repairing manholes, valve boxes, and similar installations as part of a street crew;

SCHEDULE C - Continued

6. Disconnecting and reconnecting meters and service regulators when required in connection with service piping repair or renewal;
7. Installing materials used for corrosion protection;
8. Replacing and repairing pavements, sidewalks and lawns; operating necessary equipment in the course of the job;
9. Taking temporary charge of the job in the absence of the Street Leader (Working) or Construction Supervisor;
10. Turning on meters, gassing out and turning on all residential type gas appliances except air conditioners in residential and commercial establishments when turned off in connection with Street Department work;
11. Reconstructing meter sets in one and two family residences to conform to Company standards utilizing the existing meter and service regulator when required in connection with renewal or repair of service piping and relocation of the service up to a maximum of three feet. Installing prefabricated meter sets on outside installations not including house piping.
12. Driving Street Department delivery trucks including operating those equipped with a power boom.
13. Loads, unloads, transports (including use of trailer) and operates non-riding excavating and non-riding plowing-in type equipment.
14. Hooking up and hauling intermediate size riding equipment (5000 lb. gross weight maximum) already loaded on trailer to and from work locations.

9320D UTILITY MECHANIC SPECIALIST

Duties

Under directive supervision, constructs, operates, maintains and repairs mains, services and associated equipment; carries through assignments, at times, with the assistance of other employees of equal or lesser grade; performs all duties within

SCHEDULE C - Continued

9320N Utility Mechanic classification in addition to the following.

When Assigned to Large Diameter Tapping and Stop-Off Work

Inspect, load/unload, and operate special equipment designated for tapping and stopping off gas mains up to 36" in diameter.

Qualifications

Must meet the Company's requirements as to general qualifications; must have all the qualifications of 9320N Utility Mechanic and, in addition:

- Must have at least six months of experience as a 9320N Utility Mechanic;
- Must have a thorough knowledge of the common construction, maintenance and repair procedures; methods, and practices required in the performance of the work;
- Must be able to work from drawings, sketches, and specifications;
- Must have thorough knowledge of the safe use and care of tackle, hoists, ladders, scaffolding, and rigging required in the work;
- Must be able to produce work of a high quality in a safe and efficient manner;
- Must know the Company's safety rules applying to the work; and
- Must be able to receive and pass on orders and instructions in a manner that will maintain harmony and safety and obtain satisfactory work results from employees assigned to work with them and in their charge.

9320N/NB UTILITY MECHANIC

Under directive supervision, constructs, operates, maintains and repairs mains, services, and associated equipment; carries through assignments, at times, with the assistance of other employees of equal or lesser grade; performs duties such as:

1. Installing and repairing all types of mains, services, and associated equipment such as sleeves, fittings, and valves;
2. Under close supervision, installing and operating all types of equipment necessary to control the flow of gas in mains such as stoppers, bags, stoppering off machines, valves, cocks, and similar equipment;
3. Under close supervision, operates drilling and tapping machines, pipe saws, and similar hand or power-operated equipment regularly used by a street crew in the installation and repair of mains, services and associated equipment;
4. Reading suitable gauges during pressure tests, purging and gassing out mains and services as directed;
5. Repairing manholes, valve boxes, and similar installations as part of a street crew;
6. Disconnecting and reconnecting meters and service regulators when required in connection with service piping repair or renewal;
7. Installing materials used for corrosion protection;
8. Replacing and repairing pavements, sidewalks and lawns; operating necessary equipment in the course of the job;
9. Taking temporary charge of the job in the absence of the Street Leader (Working) or Construction Supervisor;
10. Turning on meters, gassing out and turning on all residential type gas appliances in residential and commercial establishments when turned off in connection with Street Department work;
11. Reconstructing meter sets in one and two family residences to conform to Company standards utilizing the existing meter and service regulator when required in connection with renewal or repair of service piping and

SCHEDULE C - Continued

relocation of the service. Installing prefabricated meter sets on outside installations not including house piping.

12. Operates all types of motor vehicles.
13. Loads, unloads, transports (including use of trailer) and operates non-riding excavating and non-riding plowing-in type equipment.
14. Hooking up and hauling intermediate size riding equipment (5000 lb. gross weight maximum) already loaded on trailer to and from work locations.
15. May install meters and service regulators in residential and small industrial and commercial customer premises defined as those requiring up to and including a 425 size meter. New meter installations will be left locked off.
16. Operates trenching machines up to 5,000 lb. gross weight maximum.
17. Performs markout work except that associated with PSE&G contractor jobs.

9322N/NB UTILITY MECHANIC APPRENTICE

(See Schedule D Letter of Intent - Distribution Department
Apprentice Program)

9322 STREET HELPER

An employee doing all classes of laboring work. Drives passenger cars and small van type vehicles (6,000 lb. Gross weight maximum). (See Schedule D Letter of Intent – Entry Level Jobs Driving)

9325 REGULATOR MECHANIC

Under directive supervision of a Regulator Inspector installs street regulators, industrial regulators used in complicated installations, gauges, valves, and auxiliary equipment. Maintains and regulates the above equipment under general supervision, at times with the assistance of employees of equal or lesser grade.

SCHEDULE C - Continued

Under directive supervision of a Regulator Inspector makes field repairs on all types of valves.

9330/L PIPE LINE WELDER

Welds pipe lines in the field and makes repairs, using either gas or electric welding, fabricates various bends and fittings, and understands the precautions necessary in the presence of gas.

9331 MACHINE OPERATOR

Under directive supervision operates all types of material handling equipment normally used by gas distribution in the construction of mains and services, such as, rotary or ladder type trenchers, tractor loaders, and tractor mounted combination loader and backhoe equipment; performs duties such as:

1. Excavating trenches for mains and services using backhoe and digging equipment;
2. Using bucket attachment, backfilling and grading; removing and loading snow; using blade attachment;
3. Using boom attachment, lifting and loading pipe and other material on trucks; lowering pipe into trenches; picking up; moving and transferring equipment;
4. Hauling equipment loaded on trailer to and from work locations; hooking up trailer, testing and operating electric brake control;
5. Making minor field repairs; replacing bucket teeth; replacing hydraulic hose; lubricating and cleaning equipment; assisting in major shop repairs; checking fuel and antifreeze solution.
6. Assist crews in other activities.

NOTE: Employees of the Mechanic 1st Class level may be assigned to operate pay loader type equipment in all locations in accordance with past practices.

SCHEDULE C - Continued
9340 MECHANIC 1st CLASS

1. Under general supervision may be assigned to do specially skilled work where necessary or required at times with the assistance of employees of equal or lesser grade;
2. Maintains and operates the Steamer-Vacuum Equipment in its various functions in the operation and maintenance of the Distribution system;
3. Repairs and replaces streets, walks, lawns and other surfaces, operating the necessary equipment;
4. Repairs manholes, valve boxes and similar installations, as required;
5. When assigned to building repair and maintenance; performs duties in repairing and maintaining gas distribution structures including the building utilities systems and equipment to the extent that their job classification level permits. Employees in this job classification shall not be given work assignments on the heating and air conditioning equipment which normally is assigned to Service group employees.
6. Under general supervision, repairs and rebuilds machines, tool auxiliaries, and mechanisms; makes simple replacement parts; fits and assembles, where necessary, such machines as used in the gas business; makes repairs on all types of valves in the shop.

9342 DRIP PUMPER

Operates a drip truck, pumps drips and knows the territory thoroughly. Makes minor repairs on drip risers. Is readily available for emergency calls and works on other jobs for which qualified, when not used on drip pumping.

9350 GARAGE LEADER

Under general supervision, works with and directs employees engaged in maintaining automotive and allied equipment, as assigned, for a location where more than 50 motor vehicles are maintained. Performs such duties as:

SCHEDULE C - Continued

1. Inspecting periodically all automotive and allied equipment to check condition and approve extent of repairs to be made; making recommendations and giving instructions for work to be done; checking and approving reports.
2. Diagnosing sources and locations of trouble.
3. Assigning as directed, to employees in the garages, duties appropriate to their job classifications; supplying them with the necessary information and directions.
4. Inspecting and checking equipment after repair work is finished.
5. Making arrangements for repair work to be done at other garages and by organizations outside the Gas Business Unit and making provision for replacement of such vehicles and equipment temporarily out of service.
6. Checking the maintenance of parts inventories.
7. As directed, instructing employees in the operation of motor vehicles; conducting and judging driving tests; qualifying drivers to operate motor vehicles.

9351 AUTO TECHNICIAN 1st CLASS

Employed in and having the experience necessary in servicing, maintaining and repairing all types of automobiles and mechanical equipment; together with shop and tools.

9352 AUTO TECHNICIAN 2nd CLASS

The same qualifications as No. 9351 Auto Technician 1/C but with less experience and possessing more limited knowledge of the types of repair and maintenance necessary.

9353 AUTO SERVICER

Employed in washing, greasing, and servicing automotive equipment.

9360/H HVAC COORDINATOR (HBR)

Serves as a supervisor upon occasion when the work warrants it, but otherwise performs the necessary work. Analyzes jobsites to ensure installation will meet all Company,

SCHEDULE C - Continued

manufacturer, and applicable codes* when complete. May troubleshoot and repair new installation equipment installed by the HVAC workgroup. Coordinates crews, materials, necessary paperwork (including permits), and schedules the HVAC work.

Qualifications

Must have at least two years of experience as Service Specialist, HVAC Estimator, HVAC Lead Installer or the equivalent;

Must have an extensive knowledge of all types of HVAC systems: Central heating, mini splits, heat pumps, air conditioning, boilers and all associated equipment;

Must be able to interact with the general public, such as customers, contractors, and plumbers, and satisfactorily dispose of questions regarding HVAC installations;

Must possess superb communications and customer relations skills;

Must possess extensive knowledge of HVAC and ancillary equipment product lines;

Must possess knowledge of Manufacturer and applicable Construction Codes*;

Must be able to understand and work from diagrams and specifications, read schematics, and make sketches of HVAC, Boiler and piping installations;

Must possess type II or Universal refrigerant certificate;

Must be proficient in computer systems applicable to the Company's HVAC business; and

SCHEDULE C - Continued

Must possess and maintain a valid driver's license with a safe and satisfactory driver history.

**Construction, Electrical, Plumbing, Fire etc.*

9361/B/H/HB HVAC ESTIMATOR

Effectively communicates all of the Company's HVAC products and services: Central heating, mini splits, heat pumps, air conditioning, boilers and all associated equipment in residential and small business applications. Proficiently determines the scope of work required and prepares cost estimates consistent with plan for HVAC unit installations. Discusses estimates with customers. Performs all related duties associated with providing an estimate (e.g. Manual J Survey, rebates, creditworthiness, etc.). Closes the sale by focusing on customer concerns and consistently moving the customer towards commitment. Meets required sales volume and sales margin. Minimizes risk and maintains the lowest estimated cost. Minimizes estimate deviations by working with resources within the HVAC group. Presents key selling points, features, and benefits while focusing message on customer needs and expectations. Analyzes jobsites to ensure installation will meet all Company, manufacturer and applicable codes (Construction, Electrical, Plumbing, Fire, etc.) when complete. May pick up, deliver and prepare materials for next day's installations.

Qualifications

Must possess all of the qualifications of a HVAC Lead Installer, with a minimum of 1 year experience or equivalent;

Must have extensive knowledge of HVAC and ancillary equipment product lines;

SCHEDULE C - Continued

Must have knowledge of Manufacturer and applicable construction codes (Construction, Electrical, Plumbing, Fire etc.)*;

Must be able to understand and work from diagrams, specifications, and-schematics, and make sketches of HVAC, boiler and piping installations;

Must be able to interact with the general public, such as customers, contractors, and plumbers, and satisfactorily dispose of questions regarding HVAC installations;

Must possess superb communications and customer relations skills;

Must possess type II or Universal refrigerant certificate;
Must be proficient in the computer systems applicable to the Company's HVAC business; and

Must possess and maintain a valid driver's license with a safe and satisfactory driver history.

9362/B/H/HB HVAC LEAD INSTALLER

Leads the crew on all aspects of installs and repairs of HVAC installations: Central heating, mini splits, heat pumps, air conditioning, boilers and all associated equipment in residential and small business applications. Checks all work for leaks, code compliance and proper installation per manufacturer's instructions. Performs maintenance of HVAC systems (e.g., filter changes, skimming steam boilers, spring/fall start up, etc.). Assembles and fabricates all types of HVAC equipment. Makes sketches of piping and equipment layout on customers' premises.

Qualifications

SCHEDULE C - Continued

Must possess all of the qualifications of a HVAC Installer, with a minimum of 1 year experience or equivalent.

Must possess extensive skills in all HVAC installations including, but not limited to, bending and constructing sheet metal duct work; sweat and braze copper pipe; cut and thread black pipe; install, repair and replace wiring; installing or replacing gas piping on customer's premises; gassing out and lighting all appliance pilots; acquiring and interpreting U-gauge and Micron gauge pressure readings, determine adequacy of piping, perform pressure tests on both gas and refrigerant piping systems.

Extensive knowledge of HVAC and ancillary equipment product lines;

Must possess knowledge of Manufacturer and applicable construction codes (Construction, Electrical, Plumbing, Fire, etc.);

Must be able to understand and work from diagrams and specifications, read schematics, and make-sketches of HVAC, boiler and piping installations;

Must possess type II or Universal refrigerant certificate;

Must be able to interact with the general public, such as customers, contractors, and plumbers, and satisfactorily dispose of questions regarding HVAC installations;

Must possess superb communications and customer relations skills; and

Must possess and maintain a valid driver's license with a safe and satisfactory driver history.

SCHEDULE C - Continued
9363/B HVAC INSTALLER

Assists the Lead Installer in the installation and repair of all aspects of HVAC installations: Central heating, mini splits, heat pumps, air conditioning, boilers and all associated equipment in residential and small business applications. Assembles and fabricates all types of HVAC equipment which has been partially dismantled for shipping; delivering HVAC equipment, materials, supplies and tools; gassing out and lighting all appliance pilots. Checks all work for proper installation and leaks. Assists in all aspects of HVAC installation and associated processes.

Qualifications

Must have a minimum of 3 months experience in HVAC related work or be a recent graduate (within 3 years) of a trade school HVAC program;

Must possess skill in all aspects of HVAC installation including but not limited to, bending and constructing sheet metal duct work, sweat and braze copper pipe, cut and thread black pipe, install, repair and replace wiring, installing or replacing gas piping on customer's premises associated with installations, checking completed work for tightness;

Must be able to understand and work from diagrams, specifications, and basic schematics;

Must have a thorough knowledge of the care and use of tools and other equipment used in the work;

Must possess superb communications and customer relations skills; and

Must possess and maintain a driver's license valid in the state of New Jersey.

SCHEDULE C - Continued

9363C/CB HVAC INSTALLER (CERTIFIED)

Assists the Lead Installer in the installation and repair of all aspects of HVAC installations: Central heating, mini splits, heat pumps, air conditioning, boilers and all associated equipment in residential and small business applications. Assembles and fabricates all types of HVAC equipment which has been partially dismantled for shipping; delivering HVAC equipment, materials, supplies and tools; gassing out and lighting all appliance pilots. Checks all work for proper installation and leaks. Assists in all aspects of HVAC installation and associated processes.

Qualifications

Must have a minimum of 3 months experience in HVAC related work or be a recent graduate (within 3 years) of a trade school HVAC program;

Must possess skill in all aspects of HVAC installation including but not limited to, bending and constructing sheet metal duct work, sweat and braze copper pipe, cut and thread black pipe, install, repair and replace wiring, installing or replacing gas piping on customer's premises associated with installations, checking completed work for tightness;

Must be able to understand and work from diagrams, specifications, and basic schematics;

Must possess type II or Universal refrigerant certificate;

Must have a thorough knowledge of the care and use of tools and other equipment used in the work;

Must possess superb communications and customer relations skills; and

SCHEDULE C - Continued

Must possess and maintain a driver's license valid in the state of New Jersey.

9361 ENGINEER

Operates engines, compressors and other machinery in the holder and pumping stations. Operates holders and valves, maintains gas pressures according to instructions. Makes repairs.

9365 CUSTODIAN

Cleans and takes care of property. Drives passenger cars and small van type vehicles (6000 lb. gross weight maximum). (See Schedule D Letter of Intent – Entry Level Jobs Driving)

9399 WORKING DISPATCHER

(formerly 9399 Dispatcher (Working))

Dispatches and checks in the necessary fitting shop work, and does general clerical work.

9371 DISPATCHER

(formerly 9371 General Clerk 1st Class)

Under general supervision works on necessary clerical duties pertaining to distribution office and storeroom work.

9372 GENERAL CLERK

Under general supervision, works on necessary clerical duties pertaining to distribution office and storeroom work.

9380 SENIOR STOREKEEPER

Under general supervision, receives and dispenses stores materials, directs work of employees assigned to the Storeroom; performs duties such as:

1. Maintaining required stock on hand; ordering supplies as needed;
2. Handling and accounting for petty cash fund, as assigned;
3. Performing the necessary clerical duties related to the work.

SCHEDULE C - Continued
9381/L STOREKEEPER

Under general supervision, receives and dispenses stores materials, directs work of employees assigned to the storeroom; performs duties such as:

1. Maintaining required stock on hand; ordering supplies as needed.
2. Taking inventory and maintaining stock registers.
3. Handling and accounting for petty cash fund, as assigned.
4. Performing the necessary clerical duties related to the work.
5. Receiving, storing, and issuing materials, appliance parts, tools, and equipment.
6. Loading and unloading materials and supplies; operating lift trucks.
7. Packaging and preparing for shipment materials and equipment; weighing scrap materials.
8. Handling and cleaning all types of appliances and materials about the storeroom, sorting and storing in proper locations: checking tools and equipment for proper operating condition; repairs materials and equipment and keeps storeroom clean and orderly.
9. Performing all duties associated with appliance repair parts.

9383 MATERIAL HANDLER

Under general supervision, receives and disburses class and coded appliance parts and associated equipment and does necessary clerical work. Directs work of Temporary Material Packager or other employee assigned to the Parts Distribution Center. Keeps facility clean and orderly. Performs duties such as:

1. Receiving, storing, preparing/filling orders for, issuing, packaging, weighing (including scrap materials), class and coded appliance parts and associated equipment.
2. Loading, unloading appliance parts and associated equipment, operating lift trucks.
3. Keeping facility, tools, supplies, and equipment clean, including opening and closing of the facility at the beginning

SCHEDULE C - Continued

and end of work periods. Keeping parts, material and supplies sorted and stored in proper locations.

4. Taking inventories and maintaining stock.

9384T TEMPORARY MATERIAL PACKAGER

Under directive supervision, assists 9383 - Material Handler in the following:

1. Receiving, storing, preparing/filling orders for, issuing, packaging, weighing (including scrap materials), class and coded appliance parts and associated equipment.
2. Loading, unloading appliance parts and associated equipment, operating lift trucks.
3. Keeping facility, tools, supplies, and equipment clean, keeping parts, material and supplies sorted and stored in proper locations.

9385 APPLIANCE PARTS RUNNER

Under directive supervision, assists the Storekeeper in the following:

1. Picks up and delivers parts, materials, supplies, and information as necessary.
2. Stores materials on shelves and bins with necessary stock; assists with inventories.
3. Keeps parts, materials, and supplies sorted and stored properly.
4. Keeps storeroom and meter room clean and orderly.
5. Operates service vans and similar vehicles in conjunction with job duties.

9386 ENERGY ASSISTANT – GAS DELIVERY

Assists higher rated employees in the appliance service group in energy audit, energy usage remediation, and other appliance service work.

Performs work such as:

SCHEDULE C - Continued

1. Assists in setting up and breaking down material and equipment for air blower test.
2. Assists in conducting air blower test to determine sources of air loss.
3. Installing caulk, weather stripping, seals, etc. to remediate sources of identified air loss.
4. Climbs and works from ladders to at least a 2nd story level, as required.
5. Access and maneuver in confined spaces including but not limited to attics and crawl spaces to assess their impact on energy usage/air loss and remediate when necessary.
6. Driving Company vehicles up to and including service vans.
7. Assists other gas delivery work groups performing incidental tasks as needed and when available. Shall not: perform construction work as part of a crew; operate construction equipment or construction vehicles; perform markouts; or work on HVAC installations.

9387 GAS OPERATIONS PRE-APPRENTICE

Under close supervision assists employees of a higher classification throughout Gas Operations in order to gain basic knowledge and understanding of the various departments and processes in Gas Operations.

Duties and Responsibilities

- Learn, understand and demonstrate all safety protocols, OSHA regulations, Job Hazard Analysis (JHA), safety briefings and Tailboards.
- Performs entry-level duties assigned by the Supervisor and/or employees of a higher classification.

SCHEDULE C - Continued

- Understand and report immediately, emergency conditions requiring additional assistance or conditions requiring the gas utility.
- Interpret pressure readings in order to assist in locating small leaks and stoppages in service and house piping and to determine adequacy of such piping.
- Assist in assembling and fabricating all types of HVAC equipment, hydronic and steam systems.
- Make simple sketches of piping and equipment layout on customers' premises and explain unusual conditions to supervisor in shop.
- Learn, understand and perform basic maintenance and tune ups of appliances and HVAC systems.
- Keep record of pipe, fittings, parts, materials, and other supplies used in appliance installations.
- Perform other similar or less skilled work of the occupational groups.
- Learn and demonstrate understanding of Locus View.
- Learn and demonstrate understanding of the Gas Distribution operations.
- Obtain OSHA 10 certification.

Qualifications

- Valid driver's license and safe driving history.
- General knowledge of computers and basic Microsoft applications.
- Satisfactorily pass the Company's background check and drug and alcohol testing.
- High School Diploma or GED.

**SCHEDULE D
LETTERS OF INTENT**

Note: The following letters have been arranged for ease of reference and do not necessarily apply only to the operating area under which heading they appear.

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5/1/02

**QUALIFICATIONS FOR EMPLOYMENT IN
APPLIANCE SERVICE**

During negotiation of the Agreement between the parties, it was agreed that the following would apply:

Effective July 14, 1967, it is understood and agreed that to be considered for employment in Appliance Service either by hiring or crossbidding, an individual will first be required to satisfy the following qualifications:

1. Be a high school graduate or equivalent.
2. Pass satisfactorily the hiring tests administered by the Company.
3. Hold a Driver's License valid in the State of New Jersey.

Henceforth, persons who cannot satisfy the qualifications will be so advised upon hiring and the Union and the employee will be so informed by letter.

S/A.S.Pezzulo
S/Robert H. Callahan

Explanation of Revision: Letter of 5/1/89 revised to reflect organizational changes within the Company.

5/01/05

**APPLIANCE SERVICE WORKING INSPECTOR
TRAINING & QUALIFICATION PROGRAM**

During negotiation of the Agreement it was agreed to establish a formal Working Inspector Training & Qualification Program for the Service Inspectors (Working) 9300. This program will include a combination of coursework, field time/experience, and testing structured similarly to the Service Apprentice Program. The joint management/union training committee will oversee the development of the Program. The Parties further agree that:

1. Current Service Inspectors (Working) 9300 and back ups will not be required to be tested to remain in those capacities.
2. All current Service Inspectors (Working) 9300 and back ups will be provided any training that they formally had not received as a result of the new training Program.
3. Employees interested in filling future Service Inspector (Working) 9300 vacancies must have successfully completed the Training and Qualification Program to be considered. Employees who have not successfully completed the Training and Qualification Program will not be considered for promotion to Service Inspector (Working) 9300.
4. Future employees expressing an interest in becoming a back-up Service Inspector (Working) 9300 must successfully complete the Training and Qualification Program to continue in that capacity. The Company shall maintain a number of back-up Service Inspectors (Working) equal to the number of regular Service Inspectors (Working).
5. In accordance with this agreement, HVAC estimating work shall first be assigned to employees in the Service Inspector (Working) classification. In addition to the normal back-up WI list there shall be a list of two additional senior volunteers that can be utilized for estimates on an upgraded basis when Service Inspectors and back-ups are not available. If these combined lists provide insufficient number of people for HVAC estimating due to absences from vacation, illness, etc., the Shop Steward and Senior Service Supervisor shall meet when required on the question of availability of Service Inspectors and their back-ups to perform estimating work. If there is disagreement, the matter shall be discussed with the area Chairperson and the District Manager. If disagreement still exists, the matter shall be discussed between the Grievance Committee of the Union and the Vice President – Gas Delivery or designees of the Company.
6. Existing Service Technicians presently performing estimating work may continue to be assigned this work during the transition period. The transition period will commence upon

completion of the mutually agreed upon training program and last for six months.

S/A.S. Pezzulo
S/ Robert H. Callahan

5/01/05

**SERVICE APPRENTICE
APPLIANCE SERVICE TRAINING PROGRAM**

The following incorporates the apprentice training letters of December 5, 2001 (Part I), May 23, 2002 (Part II) and October 25, 2002 (Part III) into one document. The following reflects that agreement:

1. Classroom training for **Part One** is as agreed to by the joint Management-Union Training Committee. It consists of 36 to 40 days of classroom training depending on the needs of the class as determined by the Training Center.

2. Classroom training for **Part Two** is as agreed to by the joint Management-Union Training Committee. It consists of 32 to 38 days of classroom training depending on the needs of the class as determined by the Training Center.

3. Classroom training for **Part Three** is as agreed to by the joint Management-Union Training Committee. It consists of 60 to 66 days of classroom training depending on the needs of the class as determined by the Training Center.

4. During the completion of the classroom training, trainees will be given quizzes relating to the subject matter. The grades on these quizzes will not count towards the overall pass/fail score of the trainee.

5. When all classroom training is completed, and prior to the final exam, the trainees will be afforded a five-day review period. This review will consist of the following:

A comprehensive quiz intended to identify development areas for the trainee. The grade on this comprehensive quiz will have no bearing on the overall pass/fail grade for the trainee. The

results of the comprehensive quizzes given to a particular trainee class will be used to identify refresher training needed for the entire class or individual needs to be remediated through study during the balance of the five-day review period.

6. Following the five-day period, Trainees will be given a final exam, which requires a 70% passing grade.

Those that pass will report to their field locations to begin their "Field Experience" consisting of approximately forty workdays for **Part One** and **Part Two**. Trainees that are unsuccessful in passing the final exam will also begin their "Field Experience". At the conclusion of the field experience, a period of up to five days will be afforded the trainee to review for the 2nd and final attempt of the written examination. During this time, adjunct instructors and/or subject matter experts will be made available to the trainee at his/her request to assist in this preparation. If they are unsuccessful on their second attempt, they shall be returned to the classification from which they were transferred, prior to entering the Appliance Service Training Program. Direct hires will be discontinued.

7. The **Part Three** written exam requires a 70% passing grade. Those that pass will report to their field locations to begin their "Field Experience". The "Field Experience" will depend on the season in which the classroom training ends; i.e. Heating for the Fall and Winter, and Air Conditioning for the Spring and Summer. Heating "Field Experience" will consist of approximately 40 days and Air Conditioning will consist of approximately 20 days. Trainees that are unsuccessful in passing the written final exam will also begin their "Field Experience". At the conclusion of the "Field Experience", a period of up to five days will be afforded the trainee to review for the 2nd and final attempt of the written examination. During this time, adjunct instructors and/or subject matter experts will be made available to the Trainee at his/her request to assist in this preparation. If they are unsuccessful on their second attempt, they shall be returned to the classification from which they were transferred, prior to entering the Appliance Service Training Program. Direct hires will be discontinued.

8. At the completion of the "Field Experience" Service Specialist Trainees must satisfactorily pass the "hands on" tests for **Parts One, Two and Three**. They will be afforded two opportunities to meet this qualification or they shall be returned to the classification from which they were transferred prior to entering the Appliance Service Training Program. Direct hires will be discontinued.

This agreement will be effective on the date of the signing. It is the intention of the Parties to work together to implement this agreement and to resolve any unforeseen problems. The Parties will evaluate the effectiveness of this Program and implement changes as it is deemed necessary to continue the success of the Program.

S/A.S. Pezzulo
S/Robert H. Callahan

5/01/05

SERVICE DEPARTMENT SCHEDULES

This confirms during negotiation of the Agreement the parties agreed to meet after the conclusion of negotiations to discuss and explore alternative options for developing Service Department Schedules. This shall include a review of recommendations made by prior committee(s).

S/A.S. Pezzulo
S/Robert H. Callahan

7/19/63

**WORK ASSIGNMENT TO
SCHEDULED EMPLOYEES***

This letter is to confirm the agreement of the parties reached in our negotiations on July 19, 1963.

The Company and Union agreed that those work orders shown in the Gas Business Unit "Order Execution Schedule",

as Groups A-1, A-2, B-1 and B-2, are the types of orders that may be properly assigned to scheduled employees, with the following exceptions:

(1) The parties agreed that the item "Meter Shut Off in Error," (Group B-1) would not be assigned to scheduled employees during the terms of the present Agreement.

(2) We further agreed that the item "Turn on Meter Left Shut Off," (Group B-1) could be properly assigned to scheduled employees in those cases where the interruption of service for maintenance work originated after the beginning of the regular work day. In cases where the interruption of service for maintenance work was preplanned, "Turn on Meter Left Shut Off," would be assigned to personnel other than the scheduled employees.

(3) We further agreed that "No Gas At Range Oven", (B-2) would only be dispatched to scheduled employees in those cases where such orders have been screened by Gas Distribution Department personnel to determine whether the work need be performed that day or whether it could be reasonably deferred.

With the exceptions as listed above, the other items listed in Groups A-1, A-2, B-1 and B-2 are agreed to be orders which could be dispatched to scheduled employees working outside the regular work day at straight time.

S/C. D. James

***Note:** During negotiation of the Agreement between the Company and Local Union #855, effective May 1, 1977, the parties agreed that the above letter would apply only to the 12:00 Midnight to 8:00 A.M. scheduled employees. No B-2 work shall be performed between midnight and 8 A.M. except in emergency situations as in the past.

During negotiation of the Agreement between the Company and Local Union #855 effective May 1, 1989, the parties agreed that orders dealing with BPU complaints will also be worked by the 12:00 Midnight to 8:00 A.M. scheduled employees.

5/1/92

SCHEDULED EMPLOYEES

During negotiation of the Agreement, effective May 1, 1992, it was agreed that all Service personnel assigned to schedules will work the full duties of their classification.

However, on the New Years Day, Christmas Day and Thanksgiving Day Holidays, scheduled personnel shall perform emergency and customer originated work only, in accordance with past practice. Service personnel assigned to the 12 midnight - 8:00 a.m. schedule shall only work emergency calls and BPU complaint orders. The number of scheduled employees shall be kept to a minimum based on the operating needs of the Company.

S/R. F. Henrich
S/Patrick D. Ryan

Explanation of Revision: Letter dated 5/1/89 modified to have scheduled employees do only certain work on certain recognized holidays.

5/1/92

OVERTIME AVAILABILITY LIST SERVICE DEPARTMENT

During negotiation of the Agreement to be effective May 1, 1992, the parties reached agreement on an Overtime Availability List for Service Department employees in order to provide local management with the names of Service Department personnel who desire to work overtime on any given day.

GENERAL GUIDELINES

1. A sign-in list will be provided in each District for all overtime periods.
2. 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 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.

3. Those employees who have signed to work overtime shall be selected in the order of low overtime with employees at work being selected first.

4. Practices of accounting for overtime hours will be mutually agreed on at the Local District Level.

5. The availability list shall not be used for pre-scheduling Service Department employees for overtime except after 4:30 p.m. on the last workday prior to weekends and holidays to replace absent scheduled employees.

6. 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.

S/R.F. Henrich
S/Patrick D. Ryan

Explanation of Revision: Letter of 5/5/87 modified in Paragraph 2.

5/01/05

**NEW COMPETITIVE WORK AGREEMENT
APPLIANCE SERVICE BUSINESS AND
U.A. LOCAL 855**

The Company and U.A. Local 855 have reached agreement on expanding their partnership to take on additional work with PSE&G employees. This work expansion marks the next major step in the Appliance Service Business commitment to profitably grow revenues with a union workforce.

Work expansion will occur in the two following areas and proceed as indicated.

1. Completion of PSE&G Facility HVAC Maintenance and Repair Work with PSE&G Union Workers. This involves the transfer of over \$1 million of work annually from over 30 outside contractors to a PSE&G workforce. PSE&G will deliver

this work with an internal workforce with the objective of increasing service levels and reducing overall process cost.

Effective June 15, 1997, PSE&G will begin reduction of outside contractors currently completing HVAC Operating and Maintenance work at all Company facilities identified as U.A. Local 855 facilities and begin assigning this work to U.A. Local 855 represented employees. A current list of U.A. Local 855 facilities is attached.

2. The Introduction and Expansion of New Appliance Service Work in the Electric Only Franchise Territory. Effective May 5, 1997, the Appliance Service Business will offer new residential service contracts to some 250,000 households in the PSE&G electric only Franchise territory. This includes contracts for electric central air conditioners, electric water heaters, ranges, dryers and ovens. This is fully competitive work.

All work resulting from this new competitive offer in the following municipalities listed by District will be serviced by U.A. Local 855 represented employees:

Plainfield District - Clark, Edison (North), Fanwood,
Garwood, Rahway, Scotch Plains,

Plainfield District - Westfield, Winfield.

New Brunswick District - Carteret, Edison (South),
Metuchen, Perth Amboy, Woodbridge.

Trenton District - Hopewell, Hopewell Twsp., Pennington.

Burlington District - Medford Twp., Medford Lakes.

Audubon District - Cherry Hill, Deptford, Evesham,
Gloucester Twp., HiNella, Lawnside,
Magnolia, Runnemede, Somerdale,
Voorhees, Washington Twp., West
Deptford, Woodbury Hts.

L855 HVAC SITES

<u>Site</u>	<u>Site</u>
1	Clifton Gas Hdq 240 Kuller Road, Clifton
2	Oakland Gas Hdq 20 Van Vooren Drive, Oakland
3	Oradell Gas Hdq 451 New Milford Ave, Oradell
4	Orange Gas Hdq 284 N. Park Ave, E. Orange
5	Plainfield Gas Hdq 40 Rock Avenue, Plainfield
6	New Brunswick Gas Hdq 150 How Lane New Brunswick
7	Sayreville Sub Hdq 5000 Bordentown Ave Sayreville
8	H.R. Dev. Ctr. (Gas Training Center) 401 Silver Lake Avenue Edison
9	Trenton Gas Hdq 665 Whitehead Road Trenton
10	Burlington Gas Hdq 300 Connecticut Ave Burlington
11	Audubon Gas Hdq 535 W. Nicholson Rd Audubon

S/Robert H. Callahan

S/A.S. Pezzulo

Explanation of Revision: Letter dated 5/21/97 revised to remove references to zones.

6/10/98

**PSE&G & LOCAL 855 - GROWTH AND NEW
OPPORTUNITIES
OUTSIDE FRANCHISE TERRITORY**

**Service Specialist – Technician 9301T
Outside Franchise Territory**

**Service Apprentice - Technician 9305T
Outside Franchise Territory**

The Company and Local 855 have reached agreement to support the growth of the PSE&G Appliance Service Businesses Outside the Existing Franchise Territory. This agreement will continue the Company's ongoing partnership with Local 855 as a driving force behind the growth and success of the Appliance Service Businesses.

The Company and Union will endeavor, in good faith, to resolve the remaining issues by October 1, 1998. In the event that issues are unresolved this agreement will remain in force and effect, and disputes arising out of or concerning its construction will be submitted for resolution under the grievance/arbitration procedure.

1). The Company agrees, as set forth herein, to staff the expansion of the Appliance Service Businesses Outside the Franchise Territory with Service Specialist - Technicians 9301T and/or Service Apprentice -Technicians 9305T, employees.

2). The Company will set up a group of qualified employees to staff expansion needs and will grow the contract and repair business with PSE&G employees, without the use of contractors for all repair services currently performed by the Appliance Service Businesses.

3). The Company will provide an opportunity for existing employees to complete the A/C training and certification program by September 1, 1998.

4). Service Specialist-Technician 9301T's will utilize the Service Specialist (HBR) 9301H pay structure, and Service Apprentice-Technician 9305T's will start at the top rate of the current Service Apprentice 9305 classification.

5). Due to the business risks associated with the start up phase; the initial group of up to 12 Local 855 employees required, will be hired from outside the Company into the Service Apprentice-Technician 9305T classification. This start up period will be for one year up until May 1, 1999. Internal posting for the Service Specialist – Technician 9305T's may be implemented sooner, upon resolution of the Technical Test Out.

New employees will be tested prior to hire. This will include a written and hands on tests as well as an interview. Employees may be assigned to any work which they are qualified to perform.

6). Upon agreement of the Internal Posting Procedure for future openings, outside the existing franchise territory, the Company will post and select qualified bidders based on statewide seniority. The Company will utilize this bid procedure prior to hiring Service Apprentice Technician 9305T's. Successful bidders, for Outside the Territory, will be replaced within the Franchise Territory.

The Company and Union will endeavor, in good faith, to resolve the test out issue and finalize the Internal Posting Procedure by October 1, 1998. If unsuccessful, the Company reserves its rights to fill an entering level position with a direct hire.

7). Service Apprentice-Technician 9305T's must pass the Appliance Repair training and test out sections during their 1st 6 months of employment. Employees will receive 2 opportunities to pass the test if required.

8). Successful completion of the Technician Training and Testing program for Service Apprentice-Technician 9305T's will ensure immediate promotion to Service Specialist Technician 9301T, at a rate of the 1st step of the Service Specialist-Technician with normal progression to top step of that classification.

9). Service Specialist-Technician 9301T's and Service Apprentice-Technician 9305T's will be Home Based Reporters and assigned to a work area. The state will initially be broken into 6 work areas:

- Northwest Region # 1 - Morris, Sussex Counties
- Northwest Region # 2 - Warren, Hunterdon Counties
- Eastern Region # 1 - Monmouth County
- Eastern Region # 2 - Ocean County
- Southeast Region # 1 - Burlington, Gloucester, Camden, Cumberland, Salem Counties
- Southeast Region # 2 - Atlantic, Cape May Counties

Employees will travel a maximum of 1 hour each way on their own time within their assigned region. The Company and Union will meet on or prior to October 1, 1998 to discuss the number of work areas.

10). Service Specialist-Technician 9301T & Service Apprentice-Technician 9305T's will work in a separate operation within the PSE&G Appliance Service Businesses, and will not perform utility work in the Gas or Electric Franchise Territory. Employees will perform replacement installation work when necessary.

11). Home Based Reporting and New Revenue work performed by Service Specialist-Technician 9301 T's and Service Apprentice-Technician 9305T's, including electric appliance and electric A/C work will not be subject to the voluntary or pilot provisions currently in the agreement.

12). The regular customer work hours will be Monday - Saturday, 8 A.M. - 8:30 P.M., Sunday, 8:00 A.M. - 6:30 P.M.

13). Employees will engage in marketing and growth activities to build the business during slack periods.

14). Employees will receive leased vans with PSE&G logo and colors. All vehicle warranty maintenance and repair will be the responsibility of the leasing company. Non warranty maintenance will be provided by a list of service providers that will include L855 garage locations. If a PSE&G garage location is selected to service a vehicle, operated by L855 personnel, L855 garage locations will be given preference.

15). Employees will be provided with and required to wear PSE&G uniforms at all times. Uniform guidelines will be revised to comply with inside territory guidelines as they are developed. The Company will meet with the Union on a uniform policy for Street and Service employees with a targeted completion of October 1, 1998. The Company agrees to display a joint logo on the uniform.

16). Employees will utilize identified vendors throughout the state for emergency non coded materials and parts. Each truck will carry a standard supply of parts.

17). Employees will also receive parts at home including stocked and specialty parts. Class and code parts, and safety supplies, will be delivered from the Parts Distribution Center. NGS support will come from the PDC and delivery may be from PDC or the vendor. The PDC will be staffed with a Senior Storekeeper.

18). Employees will initially use cell phones and pagers to receive work, and will receive a GSIMs terminal prior to October 1, 1998.

19). Employees will be provided with fax machines for their homes until GSIM's is operational. The company will pay all costs associated with the fax lines. Employees will be paid 1 hour per week for faxing until GSIM's is operational.

20). Technicians will work 3 rotating schedules, which will include (1) 5 - 8 hours days and (2) 4 -10 hour days.

Schedules will rotate every 2 weeks. The Company and Union will endeavor, in good faith, to resolve remaining issues by October 1, 1998.

21). During the start up period, the Company will initially hire up to 12 Local 855 employees for the new territory, 3 for Northwest, 6 for Eastern and 3 for the Southeast.

Initially, the Company will hire 50% L855 employees Outside the Territory, and has no plans to reduce below this ratio.

22). Employees will be assigned work directly from MAST personnel at NIAC during the start up phase. Employees will receive administrative support from MAST personnel at NIAC during the start up phase. The Company will perform dispatch and administrative support operations utilizing bargaining unit personnel by developing a longer term support plan to be in place by October 1, 1998.

23). Service Specialist-Technician 9301T and Service Apprentice-Technician 9305T's will be scheduled to complete the Technician Training and Testing during a Monday to Friday work schedule within their 6 month qualifying period. The Company will modify schedules to accommodate this training.

24). Service Specialist-Technician 9301T will receive one additional pay step above his/her individual rate when assigned to Service Inspector (Working) (HBR) 9300H work.

25). All employees hired in Local 855 bargaining unit jobs after the date of this agreement, on or after the 31st day following the date of their employment, shall, as a condition of employment tender to the union the initiation fees and periodic dues uniformly required as a condition of acquiring or retaining membership. The Company will advise the Union of the names of employees hired.

26). The Company and Union will meet quarterly and/or as needed to review the Business and Operational results of the venture and discuss areas for improvement.

27). In the event of curtailment, Service Inspector (Working) 9300's, Service Specialist 9301's, Service

Inspector(Working) (HBR) 9300H's, Service Specialist (HBR) 9301H and Service Specialist-Technician 9301T's will be considered the same classification.

28). In the event of deregulation or unforeseen circumstances, a Service Inspector (Working) 9300's, Service Specialist 9301's, Service Inspector (Working) (HBR) 9300H's and Service Specialist (HBR) 9301 H will not be required to take a technical test out to maintain their current position.

S/A.S. Pezzulo
S/Patrick D. Ryan

8/07/98

**ADDENDUM TO THE AGREEMENT
GROWTH AND NEW OPPORTUNITIES-
OUTSIDE FRANCHISE TERRITORY**

dated June 10, 1998

During negotiations in a Mutual Gains fashion, the Company and Local 855 agreed to include an addendum on the Service Specialist Technician (9301T) and Service Apprentice Technician (9305T) - Outside the Franchise Territory classification effective July 1, 1998 as follows:

The purpose of this Addendum is to establish an additional classification to permit entry into refrigerator, washing machine and the dishwasher market. The pay rates, job specifications and conditions of employment of these employees who will work in this classification are as follows:

1. When assigned to work Inside the Existing Franchise Territory, Service Specialist Technicians - 9301 W and the Service Apprentice Technician - 9305W will only perform appliance work on refrigerators, washing machines, and dishwashers, except as noted in item #7.

2. When assigned to work Outside the Existing Franchise Territory, Service Specialist Technicians - 9301W and the Service Apprentice Technician - 9305W will perform

appliance work on refrigerators, washing machines, and dishwashers and other white goods; excluding heating and air conditioning.

3. These Technicians will be hired as a 9305W Service Apprentice Technician with the same starting rate of a 9305T Service Apprentice Technician-Outside Franchise Territory.

4. Service Specialist Technicians - 9301 W and the Service Apprentice Technicians 9305W will not count towards the limit of the initial group of 12 new hires as referenced in item #5 and #21 of the Agreement between the parties dated June 10, 1998.

5. The 9305T's Service Apprentice Technician and 9301 T's Service Specialist Technician will not be required to perform repair services on refrigerators, washing machines and dishwashers.

6. Service Apprentice Technician 9305W after successful completion of Technician Training and Testing Program for Service Apprentice Technician 9305W will ensure immediate promotion to Service Specialist Technician 9301 W, at a rate of the first step of the Service Specialist Technician 9301T with normal progression to top step of that classification.

7. Prior to training Service Specialist Technicians - 9301 W's to perform HVAC (heating and air conditioning) repair services; incumbent Service Inspector (Working) 9300's, Service Specialist 9301's , Service Inspector (Working) (HBR) 9300H's, Service Specialist (HBR) 9301 H and Service-Technician 9301 T's will be offered refrigerator, washing machine and dishwasher training on a volunteer basis by seniority; with the expectations that they would perform those services within their assigned work area, as needed.

8. The above mentioned training will not start, until the technical test out identified in the Growth and New Opportunities-Outside Franchise Territory Agreement, dated June 10, 1998 is resolved.

9. The Growth and New Opportunities-Outside the Franchise Territory Agreement, dated June 10, 1998 is hereby modified to include the Service Specialist Technician - 9301W's and the Service Apprentice Technician - 9305W's where appropriate.

This Addendum will become effective on the date of signing. It is the intention of the parties to work together to implement this Agreement as soon as possible and to resolve any unforeseen problems that may arise.

S/A.S. Pezzulo
S/Patrick D. Ryan

4/12/00

**THE OUTSIDE FRANCHISE TERRITORY
PERSONNEL
TRANSFER AGREEMENT**

On June 10, 1998 the Company and Local 855 reached an Agreement, entitled Growth and New Opportunities – Outside Franchise Territory. This Agreement supported the growth of the Appliance Service Business in the outside franchise territory. On May 27, 1999 and October 27, 1999 temporary Agreements were reached to address the outside territory personnel issues that surfaced due to the pending Board of Public Utilities (BPU) decision regarding the existence/expansion of this business. Due to the actual BPU decision regarding the outside franchise territory work, the parties agree to change the status of 9301T employees who were hired as a result of the aforementioned agreements, and transfer them into the franchise territory in accordance with Article IV (g), of the C.B.A. as follows:

All Service Specialist – Technicians 9301T's shall be transferred to the New Brunswick District. Their nomenclatures shall be changed to Service Specialist (HBR) 9301H. They will receive the same rate of pay they currently are receiving and progress to the next level as per the C.B.A.

Their seniority will be merged with those at the New Brunswick shop based on their length of continuous service in the Appliance Service Business (date of hire) in accordance with the C.B.A. They will be subject to the same work rules and agreements as their fellow Union members in the New Brunswick District. Exception of this will be that successful bidders to another District, must remain in New Brunswick until the completion of the summer schedule. Successful bidders moving to another District shall be required to sign a letter agreeing to waive their accumulated seniority for all intents and purposes and assume a new seniority date effective with the date of their bid to the other position.

This Agreement will be effective as of March 22, 2000. It is the intention of the parties to work together to implement this Agreement and to resolve any unforeseen problems. If the Company gets Regulatory Approval to restart the outside franchise HVAC business, it will meet with L855 to discuss plans.

S/A. S. Pezzulo
S/Robert H. Callahan

5/01/05

**DECENTRALIZATION OF THE NEW TERRITORY
(White Goods Operations)**

The Company and Local 855 have reached agreement to decentralize the existing "White Goods" group to each of the existing Zones, and in addition, this Agreement provides for the ability to utilize Service Apprentice Technician 9305W's to perform work on electric appliances.

This Agreement continues the Company's ongoing partnership with Local 855 as a driving force behind the growth and success of the Appliance Service Business. This Agreement supersedes the Agreements, Growth and New Opportunities – Outside Franchise Territory dated June 10, 1998, and the addendum to the Agreement dated August 7,

1998, for Service Specialist Technician 9301W's and Service Apprentice Technician 9305W's.

1) The New Territory "white goods" technicians will no longer be centralized at the Silver Lake Avenue location. Rather they would be decentralized into the three Appliance Service Business Zones and will become part of the 'in-territory workforce'. Further, the Parties agreed these technicians are to be merged with the existing employees' seniority list in the District they are placed in.

2) The Company agrees to staff the expansion of this workgroup with Service Specialist – Technicians 9301W and/or Service Apprentice – Technicians 9305W, employees.

3) Service Specialist – Technician 9301W's will utilize the Service Specialist (HBR) 9301H pay structure, and Service Apprentice – Technician 9305W's will start at the top rate of the current Service Apprentice 9305 classification.

4) Service Apprentice Technician 9305W after successful completion of Technician Training and Testing Program for Service Apprentice Technician 9305W will ensure immediate promotion to Service Specialist Technician 9301W, at a rate of the first step of the Service Specialist (HBR) 9301H with normal progression to top step of that classification. Employees may be assigned to any work that they are qualified to perform.

5) The Company will continue to utilize the existing test out procedures for new hires. This will include a written and hands on test as well as an interview. All Local 855 employees can bid on openings as per the Collective Bargaining Agreement.

6) In addition to the three "white goods" appliances, e.g., refrigerators, washing machines, and dishwasher, Service Specialist Technicians 9301W's and Service Apprentice Technicians 9305W's may be assigned standalone freezers, electric dryers, ranges and ovens, excluding electric air conditioning and automatic water heaters. They may also perform service work on gas dryers and gas ranges in conjunction with a white goods service call as long as the number of appliance service technicians in that district remains at or above the 2005 plan levels. Increases in the number of

white goods service technicians shall not be based upon the above gas appliances workload.

2005 Plan Levels

Audubon	55	Orange	68
Burlington	46	Oradell	73
Trenton	57	Oakland	53
New Bruns.	62	Clifton	83
Plainfield	46		

7) The Service Specialist Technicians 9301W's and Service Apprentice Technicians 9305W's would be assigned a district as a primary work area within their zone. These Technicians will work and be paid in accordance with the 'in-territory' HBR Agreement, unless otherwise stated in this agreement.

8) Service Specialist-Technicians are considered non-shift employees. The regular work hours will be Monday – Friday 8 AM – 4:30 PM. Both Parties agree to meet from time to time to discuss changes to these work hours.

9) Service Specialist Technicians may also be assigned rotating schedules to cover Saturdays on a straight time basis. Regular Saturday hours shall be 8 AM to 4 PM.

10) Employees will be provided with and required to wear PSE&G uniforms at all times.

11) The Company will discontinue the vehicle maintenance agreement with GE Capital Services and as part of the 'in-territory' workforce's fleet, these vans will be serviced, as is the practice at the local location.

12) Employees may utilize identified vendors throughout the state for emergency non-coded materials, parts. Each truck will carry a standard supply of parts.

13) Employees will also receive parts at home including stocked and specialty parts. Class and coded parts and safety supplies will be delivered from the Parts Distribution Center (PDC). NGS support will come from the PDC and delivery may

be from the PDC or the vendor. The PDC will be staffed with a senior storekeeper.

14) Service Specialist Technicians 9301W's and Service Apprentice Technicians 9305W's will continue to use cellular phones and pagers.

15) The company will continue to explore ways to train incumbents on electric appliances.

16) In the event of curtailment, Service Inspector (Working) 9300's, Service Specialist 9301's, Service Inspector (Working) (HBR) 9300H's, Service Specialist (HBR) 9301H's, and Service Specialist-Technician 9301W's will be considered the same classification.

17) Both Parties agreed that the Service Apprentice Technician 9305W classification will be treated as an Entry Level Job and as such, postings for this position will be filled in accordance with the Collective Bargaining Agreement, Schedule D, Letters of Intent, Local 855 Posting Procedure, agreement dated July 26, 1994.

This Agreement will become effective on August 24, 2000. It is the intentions of the Parties to work together to implement this Agreement, as soon as possible, and to resolve any unforeseen problems that may arise. The Company and Union will meet quarterly and/or as needed to review the Business and Operational results of the venture and discuss areas for improvement.

S/A.S. Pezzulo
S/Robert H. Callahan

Explanation of Revision: Letter dated 8/04/00 revised in paragraph 6 to reflect work that may be performed and 2005 plan levels, and in paragraphs 8 & 9 to reflect work hours agreed to in letter dated 2/27/04.

1/19/12

**WHITE GOODS (WG) SERVICE TECHNICIAN WORK
AREAS/ZONES**

Pursuant to our discussion, this confirms effective on or about February 6, 2012, the following organizational changes shall take effect for WG Service Technicians.

1) WG Service Technicians shall continue to be affiliated with the Oakland, Plainfield, or Burlington Districts. As such, when vacancies occur, job opening notices shall be posted reflecting one of the three districts as the hiring location. Applicants shall be considered and awarded WG Technician positions in accordance with the CBA.

2) WG Technicians shall normally be assigned and responsible for work as follows:

- Oakland – Northern Region (Clifton, Oradell, and Oakland Districts)
- Plainfield – Mid-Central Region (Orange, New Brunswick, and Plainfield Districts)
- Burlington – Southern Region (Trenton, Audubon, and Burlington Districts)

3) For the purposes of the Home Base Reporting (HBR) agreement, WG Technicians shall be assigned a district within their Region as their work area.

- WG Technicians shall make their first call at the customer's premise anywhere within their work area. If no specific assignment is available, they shall report to their work area at the start of their work day.
- If a WG Technician is assigned his first job outside their work area, Article V(h) shall apply.
- Pay shall stop when the last job is completed and the WG Technician is cleared regardless of the location within their work area. If working outside their work area at the end of the work day, the WG Technician

shall be allotted travel time back to their work area or home, whichever is closest.

4) The Company and Union shall finalize an apprentice program for WG Service Apprentices/Technicians.

5) The regional organization concept shall be expanded to other operating areas of gas delivery after mutual consent between the parties.

6) The Company shall post and fill an additional Storekeeper position at the Parts Distribution Center (PDC). Additionally, the Company intends to fill six WG technician positions bringing the complement within UA L855 represented areas to 45.

7) The basic work hours for all PDC employees shall be changed to be consistent with non-shift employees in accordance with Article III(d).

S/Phil DiVuolo
S/Harrison Burd, Jr.

09/22/00

**APPLIANCE SERVICE BUSINESS
OUTSIDE EXISTING FRANCHISE TERRITORY
WORK**

UA LOCAL 855 and IBEW LOCAL 94

The following outlines the Appliance Service Business' commitment to utilize UA Local 855 and IBEW Local 94 members to perform Appliance Service Business (ASB) work for the Company in New Jersey areas outside the PSE&G existing franchise territory and/or in electric franchise territory only. As such, growth into these areas shall be assigned to ASB represented members as follows:

UA Local 855: **IBEW Local 94:**

The Counties Of: The Counties of:

Atlantic Gloucester Hunterdon (2) Sussex
Burlington Mercer Middlesex (1) Union (4)
Camden Middlesex (1) Monmouth (3) Warren
Cape May Ocean Morris
Cumberland Salem

1. After BPU approval for growth in the outside territory is received, and following entrance into that market by the ASB, Carteret Boro, Edison Twp. (with the exception of existing portion of Edison that are in the PSE&G gas franchise territory and assigned to L855), Metuchen Boro, Perth Amboy City and Woodbridge Twp. shall be considered within IBEW. L855 represented employees shall continue to perform work in these areas until such time that the BPU approval is received and the ASB transitional plan is developed and implemented to allow for expansion into the outside territory.

2. Delaware Twp., Raritan Twp, East Amwell Twp. & West Amwell Twp. shall be considered within L855.

3. Upper Freehold Twp., Millstone Twp. & Roosevelt Boro which are currently L855 gas areas shall continue to be considered within L855 for the purposes of this agreement.

4. All work in the electric only franchise areas of Union County (all municipalities except Plainfield which is currently a L855 represented Gas location) shall be transitioned to the IBEW Local 94 as soon as the Company can practically adjust the work management systems to support this change. The L855 workers currently in this area will be reassigned to work in Mid Central Zone.

It is the intent of the parties under this Agreement to fairly distribute new ASB work opportunities. It is not a guarantee to establish or maintain a ratio of UA Local 855 members to IBEW Local 94 members to perform new ASB work. It is also understood that expansion of work into new areas is dependent upon other factors including, but not limited

to BPU approval and management's discretion as to the profitability of expanding. This agreement is not intended to change assignments of work within any of PSE&G's existing gas franchise territory.

The parties also agree it is not the intent to jeopardize any existing bargaining unit member's employment while expanding into new growth areas. The parties also agree to establish a transition plan when work opportunities in new growth areas are realized.

S/A.S. Pezzulo
S/Robert H. Callahan
S/John G. Gerrity

5/1/02

**DELIVERY OF PARTS AND MATERIALS BY
OUTSIDE VENDORS**

CONCEPT:

Form a Parts Distribution Center. The center will supply class and coded appliance parts directly to all Appliance Business service personnel (Local 855 and IBEW) by use of a vendor delivering to employees' residences, drop box facilities, and District locations.

1. Job Security to the extent of no curtailment, no reclassification, as a result of direct vendor delivery concept, for existing Local 855 Service and Distribution 9380's, 9382's, (+ Trenton District's 9371 performing 9382 function) for the length of the Agreement. Attrition will be looked at on a case by case basis as needed. Intent is to capture attrition wherever possible.

2. Parts Distribution Center will be located in a Local 855 location (either Orange or Central Gas Plant). Final location will be determined by a joint committee including three Local 855 members.

3. Parts Distribution Center to be initially staffed with 2 full time permanent Local 855 employees in the classification of 9383 - Material Handler. Material Handler classification to

consist of eight pay steps. Permanent employees will be supplemented by seasonal/temporary Local 855 workers during peak periods, in a new temporary classification 9384T - Material Packager.

4. Hours of work at the Parts Distribution Center shall be 11:30 a.m. to 8:00 p.m. with a half hour unpaid lunch period. Night premium will not apply.

5. The positions will be filled by posting the 9383 positions statewide, with selection in accordance with Article IV (a)(b)(e), (i.e. qualifications being equal, seniority in District, Region, State controlling). Existing 9380/9382's (Service or Distribution) initially filling these positions, shall retain their current rate of pay. Other bidding employees will be given consideration and starting pay rates shall be of the new classification and based on their related experience.

6. The new temporary 9384T - Material Packagers will work 8 hours per day, 40 hours per week from Monday to Friday, 11:30 a.m. to 8:00 p.m. with a 1/2 hour unpaid lunch. Their work hours will coincide with that of a 9383 - Material Handler. Temporary Material Packagers will be paid overtime at 1-1/2 times their straight time rate for all hours worked in excess of 8 hours per day. Temporary Material Packagers will be hired for a limited period up to 9 months, between September 1 and May 31. The Company may discharge such employees and no grievance shall be raised by Union. Temporary Material Packagers will be required to join the Union within 30 days of employment and maintain membership in good standing with the Union with respect to payment of initiation fees and dues.

The Temporary Material Packager will not drive in conjunction with their job duties. Temporary Material Packagers will be paid for holidays in accordance with the Agreement. Any negotiated wage rate increase will be reflected in their wages. Temporary Material Packagers shall be subject to the same conditions as "temporary or seasonal employees" as outlined in Article I (d). Temporary Material Packagers shall meet the qualification set forth in Schedule D "Qualifications for Employment in Appliance Service".

Explanation of Revision: Revised for items 3, & 6 (paragraph 2), and to remove 9383 & 9384T job specs that may be found in Schedule C.

S/A.S. Pezzulo
S/Robert H. Callahan

5/01/05

**ADDENDUM TO AGREEMENT
DELIVERY OF PARTS AND MATERIALS
BY OUTSIDE VENDORS**

The following represents an understanding reached with Local 855 relative to the operation of the Parts Distribution Center (PDC).

Staffing level of PDC not to exceed three (currently two) permanent 9383 - Material Handlers. Staffing level of 9384T – Temporary Material Packagers, not to exceed that of the 9383 Material Handler classification. If approved, posting of additional 9383 - Material Handler to be filled in accordance with paragraph 5 of the May 1, 1996 Agreement. Hours of work to be 8:00-4:30 p.m. Hours of work of any additional 9384T - Temporary Material Packagers to be 11:30-8:00 p.m.

If a third permanent 9383 - Material Handler is hired in the PDC, it is agreed employees in this classification may also perform any Storeroom, Clerical or Custodial work qualified for within the Orange, New Brunswick, or Plainfield Districts. This work shall only be performed provided there is not sufficient work within the 9383 - Material Handler classification at the PDC, there are no 9384T - Temporary Material Handlers employed at the PDC, and only during the months of April through August. This work shall be assigned by volunteers first and then by reverse seniority. The Company agrees to meet with the Shop Steward and Union Chairperson before assigning this work to a 9383 - Material Handler. If a

change in hours is desired to perform this work, Article III (d) shall be followed.

The hours of one existing 9383 - Material Handler may be changed to 8:00 - 4:30 p.m. in accordance with Article III (d). Any change in hours shall not extend beyond December 27, 1996 without again meeting with L855. Change in hours to be offered to the senior 9383 volunteer.

Vacancies at the PDC due to vacation, illness, etc. shall be filled by Orange District employees first utilizing the Storekeeper and then General Clerks. General Clerks shall be assigned and paid in accordance with the Schedule D Letter of Intent - Pay Treatment for General Clerks Performing Appliance Repair Parts Work. 9384T- Temporary Material Packagers shall not be used to fill 9383 - Material Handler vacancies.

The existing normal work hours of the Storekeeper and General Clerks shall not be changed under Article III (d) prior to December 27, 1996. When filling vacancies at the PDC, the Storekeeper Assistant and General Clerks shall work their normal hours. In addition, they shall perform work within Orange District during their normal work hours outside of the hours of operation of the PDC. For example, an employee whose normal work hours are 7:00 - 3:30 p.m. filling an 8:00-4:30 p.m. vacancy at the PDC would work within their classification for Orange District from 7:00 - 8:00 a.m. and then work at the PDC. If the same person was filling a 11:30- 8:00 p.m. vacancy, they would work within their classification from 7:00 - 11:30 a.m. and then at the PDC. Work past 3:30 p.m. would be considered overtime.

Any hours worked in excess of eight per day would be paid at the applicable premium rate. Wherever possible, overtime opportunities at the PDC will first be offered to 9383 - Material Handlers and 9384T - Temporary Material Packagers before the Storekeeper or General Clerks.

Explanation of Revision: Letter dated 11/25/96 revised to change reference from Mid-Central Region to Orange, New

Brunswick, and Plainfield Districts, and, to reflect change from Storekeeper Assistant to Storekeeper classification.

S/A.S. Pezzulo
S/Robert H. Callahan

5/1/89

GENERAL CLERK

During negotiation of the Agreement, effective May 1, 1989, it was agreed that General Clerks would not be assigned to other than non-shift hours in the Dispatch function unless they accept upgrade to General Clerk 1st Class to fill in for absent employees or are assigned on an overtime basis.

It was further agreed that General Clerks 1st Class (9371) in the classification as of May 1, 1989, would not be curtailed to the new classification of General Clerk (9372). This policy does not pertain to employees that have been promoted to temporary positions.

S/R. F. Henrich
S/Patrick D. Ryan

5/1/96

PAY TREATMENT FOR GENERAL CLERKS PERFORMING APPLIANCE REPAIR PARTS WORK

During negotiations, the Company and Union agreed to include in the Agreement the letter agreement dated October 17, 1994 regarding General Clerks performing appliance repair parts work as follows:

The Company and the Union have agreed on the following pay treatment for General Clerks when performing appliance repair parts work. This pay treatment will be identified as footnote (10) under Schedule "A" of the Agreement and reads as follows:

(10) Will receive two pay steps above his/her individual rate when assigned to perform appliance repair parts work.

Appliance repair parts work as defined in this agreement includes unpacking and checking material received

from vendors and placing such material in employee's work bins or on stock shelves.

Employees performing this appliance repair parts work will receive two additional pay steps for the actual time spent performing such work or one hour each day, whichever is higher.

The job of performing appliance repair parts work is an assignment, not an upgrade. The Company will, however, offer the assignment to the senior General Clerk in each location provided they have the ability and qualifications to perform this work, all Service Business clerical duties, and required meter work.

This agreement may be terminated with 30 days written notice by either party.

S/R. F. Henrich
S/Patrick D. Ryan

5/01/05

**SERVICE TECHNICIANS RESPONDING TO
HAZWOPPER SITES AND PERFORMING
MERCURY REGULATOR REMOVAL WORK**

This confirms an understanding and agreement for payment to service technicians when performing the following work.

The existing footnote nine (9) of Schedule "A" shall apply to service technicians assigned to respond to a designated hazwoper work site. In accordance with footnote (9) service technicians shall receive the additional pay for the actual time spent working at a hazwoper site. The additional pay shall be payable for a period of not less than one hour.

They shall also receive the additional pay when removing regulators containing mercury from customer's premises. Under both of these circumstances the additional pay shall be paid for the actual time spent performing the work and shall not be for less than one hour. This pay shall apply in conjunction with the completion of the necessary paperwork for the removal of mercury regulators from District Headquarters.

It shall be paid when the bargaining unit associate is required to sign-off on the necessary paperwork. It is expected that this would take no more than one hour per occasion.

This agreement is effective immediately with the exception of mercury regulator replacement work which is effective retroactive to May 1, 2001.

Explanation of Revision: Letter dated 5/22/01 revised to reflect change in pay treatment in accordance with Schedule A - Footnote (9) and to delete references to asbestos removal work.

S/A.S. Pezzulo
S/Robert H. Callahan

5/1/05

**STREET DEPARTMENT EMPLOYEES ASSISTING
THE SERVICE DEPARTMENT**

The Company and the Union have agreed that certain Street Department employees may volunteer for the performance of Service Department work.

The following outlines the general conditions under which this procedure will be implemented:

1. Each district's management will determine whether and when this will be implemented and the number of volunteers to be trained.
2. Street Department needs shall take precedence in any question relating to these assignments.
3. Selection of acceptable volunteers from the Utility Mechanic level and above will be in seniority order.
4. The work to be performed will be limited to "active and inactive", "reconnect non-payment" and "gas leak investigation" orders and may only be performed between September 1st and March 31st. Such assignments may be made during the normal work day and/or on an overtime basis.
5. Service Department employees on the availability list, as well as those at work who volunteer, will be utilized for this

work on overtime before assigning Street Department volunteers.

6. Overtime assignments to Street Department employees will be made with the intent that their overtime will not exceed that of Service Department employees desiring to continue working.

7. Overtime worked by Street Department employees, including that worked in the Service Department, will be combined and distributed on a low overtime basis.

8. The Company will discontinue using Street Department employees in performing this work in any District where the Service Department workforce falls below the levels reflected below and the Company states that it does not intend to fill vacancies.

Audubon	62	Oakland	46
Burlington	37	Oradell	75
New Bruns.	53	Orange	58
Trenton	46	Plainfield	42
Clifton	93		

Explanation of Revision: Letter dated 5/01/89 revised in Section 8 to include workforce levels.

S/A.S. Pezzulo
S/Robert H. Callahan

1/27/11

**UTILIZATION OF GAS DISTRIBUTION
EMPLOYEES IN APPLIANCE SERVICE**

During discussions between the Company, UA Local 855 and IBEW Local 94, it was agreed that while the Home Based Reporting (HBR) program continues until April 30, 2013 the following work may be performed by Gas Distribution (Street Department) employees:

1. Active and Inactive orders (A&I's)

2. Reconnect Non-payment orders (RNP)
3. Installation/replacement of meters and service regulators in accordance with the Distribution Department Apprentice Program.

Up to four distribution employees per district may be assigned to perform the above mentioned work. Each district may continue to utilize this option as long as the respective division's year-to-date overtime level is 15% or greater in AS.

Senior volunteers will be selected from the classifications utilized (IBEW- Street Mechanic and UA Local 855 – Utility Mechanic). If there are insufficient volunteers, employees may be required to perform AS work by reverse seniority.

Service Department employees on the availability list, as well as those at work that volunteer, will be utilized for this work on overtime before assigning Street Department volunteers.

Overtime assignments to Street Department employees will be made with the intent that their overtime will not exceed that of Service Department employees desiring to continue working.

Overtime worked by Street Department employees, including that worked in the Service Department, will be combined and distributed on a low overtime basis.

Distribution employees performing AS work will be provided the proper training, tools, and personal protective equipment (PPE) by the Company.

S/Phil DiVuolo
S/Harrison Burd, Jr.

3/14/12

**SUPPLEMENTAL EMPLOYEES IN APPLIANCE
SERVICE**

This confirms the parties have reached agreement on the utilization of supplemental temporary employees in appliance service (AS) operations. This agreement shall be in effect through April 30, 2013 and shall only be extended through written mutual consent between the parties.

- The Company may hire up to 27 temporary AS employees (Service Assistant) distributed among the nine UA L855 represented gas districts as determined by AS management. In addition, 18 permanent AS service workers shall be hired in advance of attrition.
- The Company shall cease utilizing temporary Service Assistants if the number of permanent AS employees and open permanent postings fall below the 2005 overall plan total of 543 or the year-to-date overtime percentage for AS permanent workers in each respective division falls below 15%¹. Periodic updates of temporary and permanent employee headcount, open positions to be filled, and overtime levels shall be provided to the Union office.
- Service Assistant employees shall be paid a base rate of \$16.820/hr. (Schedule A as of May 1, 2011). After six months they shall advance to a rate of \$18.836 and after 6 additional months to \$20.835. They shall also receive a general wage increase effective May 1, 2012.
- The Company shall endeavor to provide Service Assistants a basic 40 hour, five day workweek consisting of Monday – Friday or Tuesday – Saturday. They may be assigned to

¹ Open permanent postings must have a corresponding Service Assistant on the property that can bid into the Service Apprentice position to count towards the 543.

work the hours of 7 am – 3:30 pm or 1 – 9 pm. They shall be paid shift premium and overtime pay consistent with the CBA. They shall be paid a minimum of two hours pay for any day they report to work.

- Service Assistants may be assigned any work within their classification during their assigned schedule of hours. They may be solicited for overtime work after soliciting permanent AS technicians and trained and qualified Utility Mechanics.
- Service Assistants may be required to work overtime to perform any work within their classification prior to requiring permanent AS technicians.
- Service Assistants may be directed to report for work at any district within a region. The regions are Southern (Trenton, Burlington, Audubon), Mid-Central (New Brunswick, Plainfield, Orange), and Northern (Oakland, Oradell, Clifton). When a Service Assistant is assigned to work at any district within their region, Article V(h) shall not apply. It is anticipated that Service Assistants shall report first to a district headquarters and be assigned a company vehicle to utilize in performing their work. If a Service Assistant is assigned to report immediately to a work location other than their assigned district headquarters, they shall be paid a stipend of \$15 per day in addition to their hourly rate.
- Service Assistants shall be paid for the ten recognized holidays according to the CBA as long as they work the last work day before and the next work day after the holiday. They shall be paid for floating holidays in accordance with the floating holiday matrix per Article III of the CBA.

- Service Assistants that bid and are offered a permanent position may be retained in their Service Assistant position until a trained replacement is available. They shall be granted seniority and pay for the permanent position effective with the day they accept the permanent position.
- Service Assistants shall be required to affiliate with UA Local 855 within 30 days upon hire and must maintain union membership in good standing with respect to payment of initiation fees and dues. The Company shall deduct from the paychecks of Service Assistants the requisite union dues and forward said dues to the union office.
- Service Assistants shall not come under the employee benefit plans of the Company except those required by law. They shall be subject to a background check; pre-employment testing; must satisfactorily pass a drug and alcohol screening; and must possess a driver's license valid in the state of New Jersey.

Service Assistants shall be considered probationary employees as long as they remain in the classification.

S/Phil DiVuolo
S/Harrison Burd, Jr.

6/30/16

**SERVICE INSPECTORS (WORKING) -
SCHEDULES**

Effective the date of this agreement, all permanent 9300/9300H Service Inspectors (Working) currently on the property shall be given a one-time opportunity to opt-out, and shall be precluded from working, the following night schedules for the duration of their employment as a 9300/9300H Service Inspector (Working): weekdays from 12am - 8am, 1pm - 9pm, 4pm -

12am; and weekends from 12am - 8am and 4pm - 12am. Employees choosing to opt-out will continue to be assigned 8am - 4pm on weekends, 8am - 4:30pm on holidays, and standby assignments. Schedules will be assigned proportionally based on the district headcount and subject to Company approval.

All 9300/9300H Service Inspectors (Working) will be given a one-week period to decide if they shall opt-out or not, and must submit their election in writing to the Sr. Supervisor using the attached form.

It is further understood that all employees entering the 9300/9300H Service Inspector (Working) nomenclature following the effective date of this agreement shall only be assigned the 8am - 4pm weekend and 8am - 4:30pm holiday schedules. These employees may also be assigned standby schedules.

The parties agree to meet 3 years following the effective date of this agreement to evaluate its success. At that time, either party may elect to discontinue this agreement following the conclusion of the current summer or winter schedule. In the interim, the parties commit to meeting as necessary to discuss any issues that arise.

S/Patrick Doonan
S/Cornelius Wojceichowski

12/17/18

CENTRALIZED HVAC REPLACEMENT BUSINESS

The following permanent Centralized HVAC Replacement Business agreement shall become effective January 1, 2019, and shall supersede the Centralized HVAC Replacement Business pilot agreement executed on September 12, 2017 and amended on February 23, 2018.

In conjunction with execution of this agreement, the “Suspension/Revocation of Driver’s license and/or Ignition Interlock Device Requirement,” letter of agreement dated September 12, 2017, shall be amended to become a permanent agreement.

Organization

For purposes of this agreement only, Local 855 territory shall be divided into 3 Divisions, as listed below, and the 9 districts within the 3 Divisions will be considered “work zones.”

All Centralized HVAC employees will be assigned to a Division and to a home-reporting location within the Division, referred to as a “Hub.” The Hubs within each Division are identified below with asterisks.

In addition to being assigned to a Division and a “Hub,” employees who home base report will be assigned to a work zone for purposes of the travel stipend defined below.

Northern Division: Oakland, Clifton*, Oradell

Mid-Central Division: New Brunswick, Plainfield*, Orange

Southern Division: Burlington*, Audubon, Trenton

It is the Company’s intent to staff each Centralized HVAC Division as follows:

- (1) 9360/9360H HVAC Coordinator (HBR)
- (3) 9361/9361H HVAC Estimator (HBR)
- (6) 9362/9362H HVAC Lead Installer (HBR)
- (6) 9363 HVAC Installer

The parties agree that candidates will be required to pass the distribution cut score of the Gas Battery test to be deemed eligible for hire into this workgroup until such time that an entry level HVAC written or hands on test has been established.

Initial Staffing of Northern and Southern Divisions

Of the 16 Centralized HVAC positions to be filled per Division, a maximum of 12 positions per Division will be filled internally through interest postings and 4 positions per Division will be immediately posted externally. Positions shall be awarded to qualified applicants based on seniority within the Division. If there is a lack of internal interest for the 12 positions, the remaining vacancies will be posted externally.

To avoid a negative impact to each district as a result of the loss of qualified employees, the following parameters will be enforced when awarding Centralized HVAC positions:

- All employees in an active lock-in period are not eligible to bid on positions in this new workgroup.
- No more than 4 Appliance Service department employees from each district may be awarded positions within the Centralized HVAC workgroup.

Incumbents and Seniority

Incumbent 9300/9300H Service Inspectors (Working) and 9301/9301H Service Specialists who are awarded 9361/9361H HVAC Estimator (HBR) or 9362/9362H HVAC Lead Installer (HBR) positions in the Centralized HVAC workgroup shall be reclassified to the appropriate Centralized HVAC nomenclature. However, they will maintain their wage rate in effect at the time of transfer. These employees will not be considered safety sensitive, and will therefore be removed from the DOT random drug testing pool.

Incumbents who are awarded a 9360/9360H HVAC Coordinator (HBR) or 9363 HVAC Installer position will be transferred to the new classification and corresponding Schedule "A" wage rate. They will not be considered safety

sensitive, and will therefore be removed from the DOT random drug testing pool.

All incumbents who are awarded a position in the Centralized HVAC workgroup during the initial staffing of the workforce will not suffer any loss of seniority.

District Schedules

During the initial staffing of the Centralized HVAC workgroup, schedules in effect at that time for districts that lose 9300/9300H Service Inspectors (Working) or 9301/9301H Service Specialists to the Centralized HVAC workgroup shall not be increased, except as follows:

- 1) The number of schedules in the affected districts may be revised in accordance with Article III (c) of the Collective Bargaining Agreement once the number of eligible employees in a particular district returns to the number of employees on schedule prior to the initial staffing of the Centralized HVAC workgroup
- 2) There is a Regulatory requirement to perform tariff work.

In the above-instances, the number of schedules in the districts may be modified.

The terms of this specific provision (“District Schedules”) shall expire on December 31, 2020. Effective January 1, 2021, the terms set forth in Article III (c) of the Agreement will be in full force without any exceptions or limitations.

9360/9360H HVAC Coordinator (HBR)

The Company conditionally agrees to post a second 9360/9360H HVAC Coordinator (HBR) position in the Northern and Southern Divisions once the Division’s workgroup is staffed at 80%, and the Division’s year-to-date revenue targets are achieved. These specific positions will be

posted simultaneously throughout the work zones in the respective Centralized HVAC Division. The applicant pool will be combined into one list, and these specific positions shall be awarded to qualified applicants based on seniority.

Future Posting Process for all Divisions

The process for filling future non-entry level Centralized HVAC positions (9360/9360H HVAC Coordinator (HBR)) shall be as follows:

- Qualified applicants within the Centralized HVAC Division shall first be offered positions based on seniority.
- If no qualified applications are received from within the Centralized HVAC Division where the vacancy exists, qualified applicants from Field Operations within the Division shall be offered the position based on seniority.
- If no qualified applications are received from within the Centralized HVAC Division or Field Operations within the Division where the vacancy exists, qualified applicants from all other Local 855 locations shall be offered the position based on seniority.
- If there are not enough qualified applicants from all other Local 855 locations, the vacancies shall be posted externally on Empower.

All entry level job openings (9363 HVAC Installer, 9362/9362H HVAC Lead Installer (HBR), and 9361/9361H HVAC Estimator (HBR)) shall be posted simultaneously in all Local 855 locations for a period of ten days and then posted to Empower if the vacancy is not filled internally.

Anyone accepting an entry level position from outside the Centralized HVAC workgroup shall be required to sign a letter agreeing to waive their accumulated seniority for all purposes and assume a new seniority date effective the date of their

transfer. Employees who refuse to sign the letter shall have their offer to the Centralized HVAC workgroup revoked.

Entry Level Positions & Lock-In Periods

Article IV of the Collective Bargaining Agreement and the “Entering Level Positions – 5 Year Lock-In Period” Letter of Agreement dated June 30, 2016, shall be amended to include the following entry level positions: 9363 HVAC Installer, 9362/9362H HVAC Lead Installer (HBR), and 9361/9361H HVAC Estimator (HBR). New hires and transfers to Local 855 who accept one of these entry level positions shall be locked into the Centralized HVAC workgroup, and Division, as defined above, for a period of five years. Locked-in employees will be precluded from bidding on any positions outside of the Centralized HVAC workgroup, and Division, with only the following exception: Locked-in Centralized HVAC employees may bid on any MAST position.

Compensation for new hires and transfers into UA Local 855 who accept an 9363 HVAC Installer position shall begin with the second pay step of the respective Schedule “A” wage progression, thus bypassing pay step one. Compensation for new hires and transfers into UA Local 855 who accept an 9362/9362H HVAC Lead Installer or 9361/9361H HVAC Estimator position shall begin with the first pay step of the respective Schedule “A” wage progression.

Home Base Reporting (HBR) & Travel Stipend

Home base reporting is a requirement for the 9360/9360H HVAC Coordinator (HBR), 9362/9362H HVAC Lead Installer (HBR), and 9361/9361H HVAC Estimator (HBR) positions. However, there are two exceptions to this requirement:

1. In the event an employee’s license has been suspended or revoked, and/or an ignition interlock device requirement has been imposed, the terms and conditions set forth in the agreement titled

“Suspension/Revocation of Driver’s License and/or Ignition Interlock Device Requirement” dated September 12, 2017 shall apply. The employee shall be reclassified to the equivalent non-HBR position and commensurate non-HBR pay rate until such time that his/her driving privileges are restored.

2. If an employee engages in misconduct in violation of the Home Base Reporting agreement dated January 27, 2011, the employee shall be reclassified to the equivalent non-HBR position and commensurate non-HBR pay rate until such time that the discipline is deactivated.

Employees who home base report and are required to report to a first job outside of their assigned work zone will receive a \$15 daily travel stipend. However, no travel stipend shall be paid for the day when home base report employees are required to report to their assigned Hub at the beginning of the shift (for a meeting, training, etc.).

Non-HBR employees will be assigned a Hub. Non-HBR employees will be compensated in accordance with Article V (h) of the Collective Bargaining Agreement when required to report to a location other than their assigned Hub at the beginning of the shift. Non-HBR employees who are required to report to the Edison Training Center for training will receive a remote reporting allowance in accordance with the Collective Bargaining Agreement.

Hours of Work

The normal hours of work will be between 8:00 AM and 4:30 PM, except for those whose work requires that they start within one hour before or one hour after 8:00 AM. The workweek shall be Monday through Friday.

Required Overtime

All Centralized HVAC employees within a Division will be considered one workgroup for purposes of required overtime. Assignments shall be made in order of low overtime once all volunteers have been exhausted. Equitable distribution of overtime will be amongst this workgroup and will not include District employees.

District employees will be expected to support the Centralized HVAC workgroup. However, when support is required due to a full district requirement, it will be restricted to one crew per District. District employees assigned may stay up to 2 hours past the end of their shift, or can call for relief. District employees can only be forced to stay and finish a job past 2 hours if there are no other HVAC crews available to relieve them.

Vacation Selection

All Centralized HVAC employees per Division will be considered one workgroup, a separate pool of employees, for purposes of seniority as it relates to vacation selections.

Automotive, Materials Management, and Clerical Support

Vehicles utilized by the Centralized HVAC workgroup may be serviced by any of the districts within that Division, including emergency road calls.

Materials required by the HVAC workgroup may be sourced, provided, delivered, etc., by any Local 855 represented storeroom location within the Division.

Clerical support will be provided by the Field Operations clerical staff within each Division. However, if the following two conditions are met, dedicated clerical support shall be added to the Centralized HVAC workgroup in the future: 1) the business grows, and 2) a business need is identified, as determined by the Company. Upon such determination being made, the initial posting shall be for one 9373 Senior Clerk

position in the Division(s) in which the need exists. These specific positions shall initially be awarded to qualified applicants from Field Operations based on regional seniority, and will not be posted within the Centralized HVAC workgroup. Future clerical postings shall follow the posting procedure for future positions above.

General

Upon obtaining a Type II or Universal EPA 608 certification, 9363 HVAC Installers shall be reimbursed for the cost of the certification test, up to \$200, and shall receive two hours pay at the rate of time and one half for time spent to obtain the certification.

Sheet metal work performed by the Centralized HVAC workgroup and the Appliance Service Department in the districts shall not be subcontracted after June 1, 2020.

HVAC permitting work will be performed by the bargaining unit.

The Company hereby agrees to maintain a minimum number of 9300/9300H Service Inspector (Working) positions. This minimum headcount shall be computed as a district-specific ratio. For every fifteen (15) 9305/9305H Service Apprentices and 9301/9301H Service Specialists combined per district, the Company will maintain one (1) 9300/9300H Service Inspector (Working) position in that district.

In the event the Centralized HVAC workgroup is disbanded in the future, the curtailment language in Article IV of the parties' Collective Bargaining Agreement shall apply.

Unless otherwise specified, all other aspects of the parties' Collective Bargaining Agreement shall apply.

Either party may request a Newark level meeting to discuss any aspect of this Agreement.

S/Patrick Doonan
S/Cornelius Wojceichowski

5/6/19

APPLIANCE SERVICE TRAINING PROGRAM

This confirms the agreement among Public Service Electric and Gas Company (“Company”), the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry, Local 855 (“UA L855”), and the International Brotherhood of Electrical Workers, Local 94 (“IBEW L94”) (collectively, the “Parties”) to revise the Appliance Service Training Program (“Program”) (the “Agreement”). An updated version of the Program outline is attached as Exhibit A.

This Agreement supersedes all previous agreements concerning Appliance Service training including, but not limited to, the following:

- *Service Department Apprentice Program* dated May 1, 1989
- *Service Department Apprentice Program* dated May 1, 1996 (IBEW L94)
- *Apprentice Program Part One Testing* dated December 5, 2001
- *Apprentice Program Part Two Testing* dated May 23, 2002
- *Apprentice Program Part Three Testing* dated October 25, 2002
- *Service Apprentice Appliance Service Training Program* dated May 1, 2005

The Program is established for the purpose of training, testing and evaluating Appliance Service Department personnel. The Program is 30 months in duration and consists of three parts: Part I Utility (9 months), Part II Heating and Air Conditioning (12 months), and Part III Appliances (9 months). Each of the three Parts of the Program consists of classroom training, including a written test; field experience/ride time; and hands-on testing (described below).

Employees must successfully complete each Part in order to continue in the Program. Successful completion of each Part requires: 1) satisfactory completion of hands-on classroom demonstrations, 2) a passing grade of 70 percent on the written test, 3) completion of the On the Job Training (OJT) Manual including Union and Management personnel signatures as confirmation and acknowledgement of completion of field experience, and 4) passing the hands-on testing. An employee's qualifications and progress throughout each Part of the Program will be discussed with the employee and a local shop steward.

1. Classroom Training: Includes self-study materials, hands-on classroom demonstrations, quizzes relating to the subject matter (quiz grades do not count towards the employee's successful completion of a Part), a five-day review period, and a written test.
 - Written Test: The written test consists of two parts – a formative written test (first attempt) and a summative written test (final attempt). Upon completion of the classroom training, employees will be given the formative written test, which requires a passing grade of 70 percent. Those who score 70 percent or higher on the formative written test shall begin their field experience/ride

time and shall have the summative written test waived.

Employees that are unsuccessful in passing the formative written test will begin their field experience/ride time. At the conclusion of the field experience/ride time, a period of up to five days will be afforded to the employee to review for the summative written test, the final attempt at the written test. The summative written test also requires a passing grade of 70 percent. During this time, adjunct instructors and/or subject matter experts will be made available to the employee at his/her request to assist in this preparation. Employees that are unsuccessful in passing their final attempt shall be returned to the classification from which they were transferred prior to entering the Program. Direct hires will be discontinued.

2. Field Experience/Ride Time: Upon completion of the classroom training, employees will report to their field locations to begin their "Field Experience/Ride Time." This includes both Appliance Service Department and Gas Distribution Department field assignments (for training purposes only) and on-the-job performance evaluations. For Part II, whether one begins with Heating or Air Conditioning will depend on the season in which the classroom training ends. If the classroom training ends in the fall or winter, the employee will begin with Heating. If the classroom training ends in the spring or summer, the employee will begin with Air Conditioning. Management, the employee, and a local shop steward will meet to determine if the employee's field experience/ride time has been sufficient after the employee has completed all tasks

in the On the Job Training (OJT) Manual. Additional field experience/ride time shall be provided as needed, up to the maximum number of days specified in Exhibit A for each Part.

3. Hands-On Testing: Upon successful completion of the classroom training and field experience/ride time, employees will be required to undergo “hands on” testing. Employees will be afforded two opportunities to meet this qualification or they shall be returned to the classification from which they were transferred prior to entering the Program. Direct hires will be discontinued.

In addition to the revised Program, the Parties agree to the following:

Schedules:

Employees may be placed on schedules provided they have completed “Part I Utility” and “Part II Heating and Air Conditioning” in its entirety including field experience/ride time. When placed on schedules, employees shall only perform work they are qualified to perform based on the training received to date.

Progressions/Compensation:

Effective the date following completion of “Part II Heating and Air Conditioning” in its entirety including field experience/ride time:

- 9305 Service Apprentices shall be promoted to 9301 Service Specialists and shall be compensated in accordance with pay step 1

of the 9301 Service Specialist wage progression as noted in Schedule "A."

- 9401 Service Specialists shall advance to pay step 6 in accordance with Schedule "A."

The Company shall endeavor to complete the Program for all new Appliance Service employees within the 30-month time period.

However, in the event "Part II Heating and Air Conditioning," or a component of Part II (i.e. Heating or Air Conditioning), is delayed, it is understood that 9305 Service Apprentices and 9401 Service Specialists shall not be eligible for the advancement in pay noted above until such time they complete "Part 2 Heating and Air Conditioning" in its entirety including field experience/ride time. Rather, 9305 Service Apprentices and 9401 Service Specialists will continue their 6-month wage progression schedules as usual in accordance with Schedule "A."

In the event that "Part III Appliances" is delayed, employees shall continue their 6-month wage progression schedules as usual in accordance with Schedule "A."

It is the intention of the Parties to work together to implement this Agreement and to resolve any unforeseen problems. The Parties will evaluate the effectiveness of the Program and implement changes once they are reviewed and agreed upon by the Joint Union-Management Training committee.

EXHIBIT A

APPLIANCE SERVICE TRAINING PROGRAM

Revised May 6, 2019

TITLE **Days**

Orientation 3

Part I Utility (to be completed within first 9 months of hire)

Combustion 5

Piping 4

Codes & Venting 4

Residential Pipe/Regulators 8

Gas Leaks 7

Active & Inactive Orders 4

Electric Concepts for Appliance Technicians (ECAT) 7

Review Period including the Formative Written Test 5

*Self-Study including Summative Written Test 1-5 as needed
(if Formative Test score is below 70 percent)

Total Classroom Days min. of 44, up to 49 max.

Field Experience/Ride Time min. of 20, not to exceed 40

Hands-on Test 1

Total Part I Days min. of 65, up to 90 max.

Part II Heating and Air Conditioning (to be completed within 12 months of Part I completion)

Heating = 60 classroom days

Advanced ECAT for HVAC	13
Automatic Water Heating	5
Steam Heat	6
Forced Hot Water	10
Forced Warm Air	8
Space Heaters	2
Roof Top Units	2
Conversion Burners	4
Heat Pumps/Mini Splits	10

Air Conditioning = 20 classroom days

Air Conditioning – EPA Certification	20
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Review Period including the Formative Written Test 5

*Self-Study including Summative Written Test 1-5 as needed

(if Formative Test score is below 70 percent)

Total Classroom Days min. of 85, up to 90 max.

Field Experience/Ride Time Heating min. of 20, not to exceed 40

Hands-on Test Heating 1

Field Experience/Ride Time A/C min. of 10, not to exceed 20

Hands-on Test Heating 1

Total Part II Days min. of 117, up to 152 max.

Part III Appliances (to be completed within 9 months of Part II completion)

Advanced ECAT for Appliances	5
Domestic Gas and Electric Ranges	10
Commercial Appliances	8

Gas Lights/Grilles 2
Dryers 10

Review Period including the Formative Written Test 5
*Self-Study including Summative Written Test 1-5 as needed
(if Formative Test score is below 70 percent)

Total Classroom Days min. of 40, up to 45 max.

Field Experience/Ride Time min. of 20, not to exceed 40

Hands-on Test 1

Total Part III Days min. of 61, up to 86 max.

S/Jaclyn Gabriel
S/Cornelius Wojceichowski
S/Kenneth Thoman (IBEW Local 94)

9/8/20

**APPLIANCE SERVICE CROSS-TRAINING TO
SUPPORT WHITE GOODS**

The following reflects agreement between the parties regarding the cross-training of Appliance Service Specialists in support of the White Goods department.

9301/9301H Service Specialists shall be solicited from each district via interest postings to receive training on kitchen and laundry appliance repair. They shall receive appliance-specific classroom and/or virtual training followed by ride time with a White Goods Technician. The duration of the ride time shall be determined on an individual basis among management, the employee, and a local shop steward, and shall not exceed the duration of the classroom and/or virtual training for each

appliance (e.g. 40 hours of virtual training on refrigerators, followed by up to 40 hours of ride time specific to refrigerators). There are no testing requirements associated with the training.

When assigned to White Goods, the cross-trained Service Specialists may volunteer to work overtime in the White Goods department unless required for overtime in the district. In addition, each cross-trained Service Specialist shall be assigned to kitchen and/or laundry repair a minimum of once per quarter in an effort to maintain his or her knowledge and skills.

When a cross-trained Service Specialist is scheduled to work a shift in Appliance Service but is subsequently assigned to White Goods during that time, management maintains the right to determine if the shift will be backfilled. In the event the shift is backfilled, it will be considered an overtime assignment.

It is further agreed that all new hires into the 9301W Service Specialist Technician position shall be locked in to the White Goods department for five (5) years. During the lock-in period, these employees are precluded from bidding on any positions outside of the White Goods department, including positions represented by other labor unions. The only exception is that locked-in 9301W Service Specialist Technicians may bid on any MAST position.

It is the intention of the parties to work together to implement this Agreement and to resolve any unforeseen problems.

Unless otherwise specified, all other aspects of the parties' Collective Bargaining Agreement shall apply.

Either party may request a Newark level meeting to discuss any aspect of this Agreement.

S/Jaclyn Gabriel
S/Cornelius Wojciechowski

8/17/21

HVAC CENTRALIZATION – ADDENDUM

The following is an addendum to the "Centralized HVAC Replacement Business" letter of agreement executed on December 17, 2018.

The Company agrees to post eighteen additional positions in the Centralized HVAC Workgroup as listed below:

Northern HVAC

- (3) – 9362/9362H HVAC Lead Installer (HBR)
- (3) - 9363 HVAC Installer

Southern HVAC

- (3) - 9362/9362H HVAC Lead Installer (HBR)
- (3) - 9363 HVAC Installer

Mid-Central HVAC

- (3)- 9362/9362H HVAC Lead Installer (HBR)
- (3) - 9363 HVAC Installer

In addition, the parties agree that, during slow periods qualified 9363 HVAC Installers and 9362/9362H HVAC Lead Installers hired on or after August 17, 2021, may be assigned work for the Gas Districts or Gas Construction in an effort to keep employees gainfully employed. Incumbent HVAC employees will be offered the aforementioned work assignments on a voluntary basis. In the event the HVAC employees are assigned to the Gas Districts or Gas Construction, the following job assignments shall be performed, in the following order: (1)

IMS/OMS Inspections (2) Traffic Control (3) Meter Work. Further, slow periods are defined as times when the HVAC work slows to a point where the 9363 HVAC Installers and 9362/9362H Lead Installers have no HVAC work and otherwise would be standing by with no work. The number of employees to be assigned to this work, and the duration of the assignments, will be determined by management based on the aforementioned slow period definition. Volunteers will be asked and selected in order of seniority in the affected classification(s). In the event there is not a sufficient amount of volunteers, assignments will be made in order of reverse seniority. Affected employees will be given reasonable notice that they will be required to undergo a drug screening, referred to as a "pre-test," to be placed into the Pipeline and Hazardous Materials Safety Administration random drug testing pool ("test pool") prior to performing any safety sensitive work. After completing the pre-test, it is understood that such employees may be called upon at any time thereafter to undergo a random drug screening until they have been removed from the test pool. Employees will be removed from the test pool upon completion of their safety sensitive assignment.

S/Jaclyn Gabriel
S/Gregg Murray

4/13/22

DISPATCH DEPARTMENT LOCK-IN PERIOD

The Company and Union hereby agree to establish a three-year lock-in period for the 9371 General Clerk 1st Class and 9399 Dispatcher positions. All employees and new hires who accept such positions following the effective date of this agreement shall be precluded from bidding on any position outside of the

Dispatch department, including positions represented by other labor unions, for a period of three years from the date of hire or transfer into Dispatch with only the following two exceptions: Locked-in Dispatch employees may bid on any UA Local 855 represented clerical Mobile Construction position and/or on any MAST position. The wage rate for existing internal employees hired into the Dispatch Department will be commensurate with knowledge and experience and such wage determination will be consistently applied statewide.

Any existing 9371 General Clerk 1st Class or 9399 Dispatcher at the time this agreement is executed who is not at top step of the respective Schedule "A" wage progression can volunteer to be locked-in for a three year period and accept the terms and conditions of this agreement including an immediate one pay step increase in the respective Schedule "A" wage progression.

In exchange for the lock-in period, following the effective date of this agreement, compensation for new hires who accept a 9371 General Clerk 1st Class or 9399 Dispatcher position shall begin with the second pay step of the respective Schedule "A" wage progression, thus bypassing pay step one. Any current Local 855 member who accepts a 9371 General Clerk 1st Class or 9399 Dispatcher position shall begin at the minimum of the third pay step of the respective Schedule "A" wage progression, commensurate with knowledge and experience thus bypassing pay steps one and two. It should be noted, however, that when a 9371 General Clerk 1st Class employee who is locked in or has completed their lock-in period within the past one year, bids on a 9399 Dispatcher position, the employee will begin at pay step one of the 9399 Dispatcher position and shall be exempt from another lock-in period. However, if an employee who completed the lock-in period in Dispatch bids out of the Dispatch department and then returns to the Dispatch department in the future, he/she shall be subject to another three-year lock-in period.

Unless otherwise specified, all other aspects of the parties' Collective Bargaining Agreement shall apply.

Either party may request a Newark level meeting to discuss any aspect of this Agreement.

S/Christopher M. Munyan
S/Gregg Murray

5/12/22

TECH-TALK PROGRAM – WHITE GOODS

This letter reflects the agreement between the Company and the Union on the creation of the new classification, 9300T Tech Talk Service Specialist. This position will provide remote-based customer support to White Goods WorryFree service contract customers. The Job Specification (Attachment A) and Wage Progression (Attachment B) schedule for this position are attached to this agreement. All provisions of the Collective Bargaining Agreement will apply except as otherwise provided in this Letter of Agreement.

ORGANIZATION

For purposes of this agreement only, UA L855 territory shall be divided into three divisions as listed below.

Northern Division: Oakland, Clifton, Oradell
Mid-Central Division: New Brunswick, Plainfield, Orange
Southern Division: Burlington, Audubon, Trenton

The initial staffing for the Tech Talk Service Specialist will be three (3) per Division in the White Goods department, which will not result in an increase to the total staffing level in the White Goods department. Both parties agree to meet quarterly to review the staffing level and possible expansion based on the performance of the program (ex: scorecards).

Tech Talk Service Specialists will work from home and the at-home work location will be New Jersey or an adjacent State (New York, Connecticut, Delaware or Pennsylvania) but must be within 60 minutes from a UA Local 855 represented location. The Company defines working at home, also known as telecommuting, to mean performing all of the duties and responsibility of employees' current job from a remote location. Employees may be required to report to their designated work location at any time while telecommuting based on operating conditions or as requested by supervision. Employees will utilize communications technology, including a company-issued laptop and smart phone, to perform work remotely or at a Company office. Phone calls may be monitored for quality or training purposes.

Any Tech Talk Service Specialist requesting to work from their company location will require a discussion between the Company and the Union, with final determination to be made by the Company as to whether the request will be granted. If an employee is granted the ability to work from their Company location the duration of that assignment will be long-term and they will not be entitled to the monthly stipend of \$25.00.

TRAINING

Employees will receive training regarding the Tech Talk process prior to beginning this assignment. This includes but is not limited to a review of the purpose of the program, over the phone appliance assessment, properly coding service notifications addressed, solutions that may be offered to customers, and empathy in addressing escalated customer issues. In addition, the Company is committed to providing all Tech Talk employees with 8 hours of online technical training annually.

SCHEDULE

Tech Talk employees will work a four-day/ten-hour workweek. The hours of work will be 8:00 AM to 6:30 PM, and the regular workweek will be Monday through Thursday or Tuesday through Friday with a half hour unpaid lunch period. Work on the last scheduled day off in the payroll week shall be considered the second day of rest for purposes of pay treatment. Work on earlier scheduled days off in a payroll week shall be considered the first day of rest for purposes of pay treatment. Overtime shall be paid at the appropriate rate for hours worked outside the schedule pursuant to the collective bargaining agreement. Overtime assignments on scheduled days off shall be made in 8- hour increments.

Employees are entitled to a holiday off with regular pay (10 hours) only if the holiday is observed on one of the regularly scheduled basic workdays within their basic 4-day workweek. When such employees are required to work on a holiday which is observed on one of their regularly scheduled basic workdays within the basic 4-day workweek, they shall be given the regular holiday pay (10 hours) and, in addition, one and one-half times for all time worked within their regularly scheduled working hours on the holiday. Hours worked outside of the regularly scheduled working hours on a holiday observed on one of the employees' basic workdays within their basic 4-day workweek shall be paid for at two and one-half times.

Employees shall be given the regular holiday pay of 8 hours at straight time when any of the holidays are observed on their days of rest. When employees are required to work on a holiday that is observed on their days of rest, they shall be given the regular holiday pay and, in addition, one and one-half times for all time worked within the regularly scheduled working hours on the holiday. All other hours worked on a holiday observed on an employee's day of rest shall be paid at two and one-half times. The provisions of this Subsection supersede the provisions of Article III, Sections 2 and 3.

Employees who are required to continue work for more than 15 minutes beyond their normally scheduled quitting time shall be entitled to a meal paid for or provided by the Company and to an additional meal for each additional 5 hours worked thereafter.

Days off for Death in Family and Marriage shall be paid at the rate of 10 straight time hours of pay.

Vacation and disability benefits will accrue on an equivalent hourly basis. Vacation and illness absences on a 10 hour workday will be paid and charged on an hourly basis. Additional part day personal absences taken without pay to round off vacation entitlement hours to obtain full vacation days shall not be charged to an employee's availability.

Floating Holidays will be used on an hourly basis (maximum 16 hours per year). At the employee's option, a floating holiday may be taken at the rate of 8 or 10 hours of pay during this period. Additional part day personal absences taken without pay to round off floating holiday entitlement hours to obtain full days shall not be charged to an employee's availability.

Family and Medical Leave Act (FMLA) hours will be used on an hourly basis.

Jury duty shall be administered in accordance with existing rules and Article VII (j) of the Agreement.

Employees assigned to the Edison Training Center for more than 2 days will be returned to the 8-hour 5 day work schedule for the duration of the training and the workweek.

OVERTIME

All 9300T Tech Talk Service Specialists in the state will be considered one work group for purposes of required overtime.

Assignments shall be made in order of low overtime once all volunteers have been exhausted.

WORK GROUP/VACATION SELECTION

All Tech Talk Service Specialists per Division will be considered one work group, a separate pool of employees, for purposes of seniority as it relates to vacation selections.

AT HOME SET-UP

Each employee will ensure that they have a designated workspace for the performance of their duties.

1. The workspace must be conducive to a quiet work environment away from distractions and other individuals occupying or visiting the home. It is expected that the employee will maintain professionalism while working at home and that the computer will be situated in a quiet, private place where background distractions (television, radio, conversations, pets, children, etc.) will not occur. Working from home is not a substitute for dependent care arrangements. The employee is to manage dependent care and other personal responsibilities in a way that allows him/her to successfully fulfill job responsibilities.
2. Employees will be provided a checklist to guide them in the proper set up of a safe and secure work environment.
3. The employee is responsible for designating and maintaining a work environment that is safe and free from recognized hazards. The employee must promptly notify the Company of any recognized hazards in the home work area.

4. PSE&G will provide employees with the necessary equipment (e.g. computer, monitor, headset) to perform their job duties and responsibilities in the employee's home work location. The Union and the employee understand the Company will not provide office furnishings for the employee's home office. The employee agrees to use all equipment for its intended purpose, in accordance with the manufacturer's instructions and in a safe manner, and only for the performance of Company business. Company-owned software may not be duplicated and no peripheral equipment or unauthorized software may be loaded or attached to the Company provided hardware. The employee shall promptly notify the Company if any of the equipment malfunctions, performs improperly or is not safe for use.
5. During in-office visits, employees should obtain all supplies required to complete their work at home. Out-of-pocket expenses for supplies that are available at the office will not be reimbursed, unless approved by supervision in advance and a receipt or proof of purchase is provided.
6. The Company will provide each telecommuting employee a monthly stipend of \$25.00, less applicable taxes, to compensate the employee for internet and utility costs. In exchange for this stipend, the employee must maintain a high-speed internet connection of 200 megabytes per second (Mbps), or greater, and show evidence of this internet service level in their home. The Company may conduct periodic audits that will require employees to show evidence of maintained high-speed internet service.

7. In the event there is a technical problem, telephone outage, an internet outage, or a power failure, it is the expectation that the following steps will be initiated by the employee:
 - Immediately contact his or her supervisor.
 - If the internet service is unavailable, immediately contact the Internet Service Provider directly, following contact to supervision.
 - Report to their normal reporting location, if necessary
8. Employees will have a regular work schedule in accordance with this agreement
 - Absenteeism and performance will be monitored in accordance with current practices and CBA.
 - Computer and phone activity can and will be monitored in accordance with current practices.
 - When required to report to a Company location, employees will report at the start of their shift and remain at the location for the remainder of their shift.

Commuting time to/from the employee's normal reporting location under the circumstances described in this Agreement or any other circumstance will not be compensable time unless the commuting is authorized to take place during normal workhours.

9. Employees will be required to report to their normal reporting location in the event of technical or connectivity difficulties, training, meetings, or based upon business need at management's discretion. Where possible, advance notice will be

provided to the employee. Consideration will be given, on a case-by-case basis, to the expected duration of the technical issue and other factors such as time of day, scheduled overtime assignment, etc.

10. All employees working from home must make themselves available for communications by management (e.g., via Skype, Zoom, email, instant messaging and phone) during normal working and overtime hours. Employees shall maintain their Outlook calendar inclusive of out-of-office messaging.
11. The Company retains the right to make on-site inspection of the home work location only as it relates to an investigation (e.g. a reported unsafe condition or incident response following any report of injury resulting from, or relating to, their work). The inspection will be scheduled and conducted during the employee's normal work schedule. The employee will be notified of the inspection within a reasonable period of time prior to management's arrival at the home work location. The inspection will be limited to the employee's work area. Where unsafe or hazardous work conditions may exist, the employee may be directed to report to their normal reporting location.

FITNESS FOR DUTY

The employee is required to meet all fitness for duty requirements while on Company scheduled time, including overtime.

LIABILITY FOR INJURIES

The Company is responsible under its workers' compensation plan solely for injuries to its employees arising out of and during the course of employment. PSEG shall not be liable for injuries to family members, visitors, and others that might occur in the employee's home during working hours. The employee waives any claim against PSEG for any injuries to any third parties (including, but not limited to, family members and visitors) that occur in their home whether or not during work hours. The employee shall indemnify and hold harmless PSEG, PSEG's affiliates, including PSE&G, and their respective employers, officers, directors, managers, and agents from and against any claims, losses or damages arising from or relating to any injuries to third parties, including but not limited to, family members and visitors that occur in their home.

Employees are required to immediately notify their supervisor of any injuries resulting from, or relating to, their work.

GENERAL

It is the intention of the Parties to work together to implement this Agreement and to resolve any unforeseen problems.

The Parties agree to meet and discuss any issues that may arise.
S/Christopher M. Munyan
S/Gregg Murray

5/24/22

9305J SERVICE JOURNEYPERSON

Dear Mr. Murray:

The Company and Union hereby agree to the creation of a new classification titled 9305J Service Journeyman to help distinguish external candidates with minimal experience (9305 Service Apprentice) versus those with five or more years of qualified experience (9305J Service Journeyman).

The parties also agree that any journey person hired on or after January 1, 2022 shall be paid retroactively, and on a go-forward basis, in accordance with the wage rates contained in the attached. The starting rate of the 9305J Service Journey person is the equivalent of the 9305 Service Apprentice maximum pay step. The parties also acknowledge that the 9305J Service Journey person position has a five-year lock-in period in which employees are precluded from bidding on any positions outside of the Appliance Service department or district they are hired into, including positions represented by other labor unions, with only the following two exceptions: Locked-in district employees may bid on any UA L855-represented Mobile Construction position and all locked-in employees may bid on any MAST position. See attached Job Specification and Schedule "A" wage rates.

It is the intention of the Parties to work together to implement this Agreement and to resolve any unforeseen problems.

The Parties agree to meet and discuss any issues that may arise.

S/Christopher M. Munyan
S/Gregg Murray

5/1/23

TECH TALK EXPANSION

Dear Mr. Murray:

The "Tech Talk Program - White Goods" letter of agreement dated May 12, 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.

S/Christopher M. Munyan
S/Gregg Murray

10/18/23

**APPLIANCE SERVICE BUSINESS, SERVICE
DEPARTMENT TRAINING & TEST OUT PROGRAM -
AMENDMENT**

Dear Mr. Murray:

This agreement reached by the Company and UA Local 855 supersedes any previous agreements on this matter including the following:

- *"Appliance Service Business Service Apprentice Training & Test Out Program"* dated May 1, 2005
- *"Appliance Service Business Service Apprentice Training & Test Out Program – Amendment"* dated June 30, 2016
- *"Appliance Service Business, Service Department Training & Test Out Program – Amendment"* dated May 24, 2022

The Appliance Service Business (ASB) and L855 have reached the following agreement to accelerate training and provide employees an opportunity to “test-out” of certain training within the Service Apprentice Training Program. This agreement supplements and is not intended to change the existing Service Apprentice Training Program except where agreed to by the parties.

References to Service Apprentice, Service Journeyman, Service Specialist, and Service Inspector (Working) shall also apply to employees in those classifications whom home base report (HBR).

“Test-Out” of Future Service Department Hires

Future hires that successfully test-out of certain training modules will be entered into the Service Apprentice Training Program and will be allowed to skip the training associated with those modules from which they successfully test-out.

- Future hires with five years or more of verifiable experience in the plumbing, pipefitting, HVAC, or appliance repair trades (qualified experience) will be given an opportunity to test-out of Part II (Heating and Air Conditioning) prior to being offered employment. Upon hire, those that successfully tested-out of Part II (Heating and Air Conditioning) will be placed in the 9305J Service Journeyperson classification and will remain in that classification until their successful completion of Part I (Utility) in its entirety.

Upon successful completion of Part 1 (Utility):

- 9305J Service Journeypersons shall be promoted to the 9301/9301H Service Specialist classification starting at the second pay step and will follow this wage progression schedule going forward as specified in the Collective Bargaining Agreement. These employees shall be eligible to participate in the Home Base Reporting (HBR) Program.
- These employees may be immediately assigned to any work for which they have tested-out.
- Effective the date of promotion to 9301/9301H Service Specialist, these employees shall be assigned to schedules for summer and winter periods in accordance

with the Collective Bargaining Agreement. The schedules will not conflict with Part III (Appliances) training.

- Future hires with less than five years of qualified experience will be placed into the 9305B Service Apprentice classification at the second pay step in accordance with the “Entering Level Positions - 5-Year Lock-In Period” letter of agreement dated June 30, 2016.
 - Upon completion of Part I (Utility), these employees will be offered an opportunity to test-out of Part III (Appliances). They may perform work in the field for which they have successfully tested out from Part III (Appliances). They will not receive the classroom or field training associated with those areas from which they have tested-out. They will progress through the 9305B Service Apprentice pay progression steps at an accelerated rate commensurate with the saved classroom and field training time relative to Part III (Appliances).
 - Prior to starting Part II (Heating and Air Conditioning), these employees will be offered an opportunity to test-out of Part II (Heating and Air Conditioning). They may perform work in the field for which they have successfully tested out from Part II (Heating and Air Conditioning). They will not receive the classroom or field training from which they have tested-out.
 - Upon successful completion of Part II (Heating and Air Conditioning):

- 9305B Service Apprentices shall be promoted to the 9301/9301H Service Specialist classification starting at the second pay step and will follow this wage progression schedule going forward as specified in the Collective Bargaining Agreement. These employees shall be eligible to participate in the Home Base Reporting (HBR) Program.
 - These employees may be immediately assigned to any work for which they have tested-out.
 - Effective the date of promotion to 9301/9301H Service Specialist, these employees shall be assigned to schedules for summer and winter periods in accordance with the Collective Bargaining Agreement. The schedules will not conflict with Part III (Appliances) training.
- 9305B Service Apprentices that do not test-out of any modules will start at the second pay step of the 9305B Service Apprentice classification in accordance with the “Entering Level Positions - 5-Year Lock-In Period” letter of agreement dated June 30, 2016. They will progress through the normal sequence of classes

and pay progression steps of the Service Apprentice Training Program.

Outside Territory HVAC Technicians

Should it become desirable to restart the outside franchise territory HVAC business, the Company will post for positions and select applicants in accordance with the CBA.

Hiring Plans

The Company and Local 855 agree to support an ongoing Service Apprentice Training Program and with this in mind the Appliance Service Business will discuss hiring plans with L855 on an annual basis.

Explanation of Revision: Letters dated 4/20/00 and 3/01/01 merged and edited to reflect present circumstances. Letter dated 5/1/05 revised to reflect present circumstances and incorporate new 9305J Service Journey person classification. Adjunct Instructor section removed and detailed in separate Adjunct Instructor letter of agreement. HVAC Installation Business section deleted due to completion.

S/Christopher M. Munyan
S/Gregg Murray

1/11/24

PRE-READINESS ENERGY PROGRAM (PREP) - PILOT

In an attempt to attract and hire candidates into entry level roles in bargaining unit positions in Gas Operations, the Company and the Union agree to the following terms and conditions in order to support this initiative:

- The Company will initially hire up to eighteen (18) 9387 Gas Operations Pre-Apprentices into the

Centralized Appliance Service Business. However, the 9387 Gas Operations Pre-Apprentices will be exposed to all aspects of Gas Operations.

- A copy of the essential duties and minimum qualifications is attached as Exhibit A to this agreement. In addition, 9387 Gas Operations Pre-Apprentices must satisfactorily pass the Company's background check and pre-employment drug and alcohol test.
- The 9387 Gas Operations Pre-Apprentice positions are temporary and such employees shall be considered probationary as long as they remain in the classification. Employees in these positions will not be entitled to any provisions of the Collective Bargaining Agreement ("CBA") for permanent employees unless otherwise identified in this agreement.
- There will be no discipline administered to 9387 Gas Operations Pre-Apprentice employees. If such employees have a poor availability record, unsatisfactory work performance, and/or engages in misconduct, their employment will be terminated, and such termination shall not be subject to the provisions of Article IX of the CBA. The Company will give the Union advance notice prior to the discharge of these employees.
- If a 9387 Gas Operations Pre-Apprentice tests positive for drugs or alcohol during a for cause test, the employee will be terminated with no opportunity for rehire unless the discharge is prohibited by law. Such

termination shall not be subject to the provisions of Article IX of the CBA.

- 9387 Gas Operations Pre-Apprentice employees will be required to pass the Gas Battery test within the first twelve (12) months of employment. Failure to pass the Gas Battery test during this timeframe will result in termination of employment, and such termination shall not be subject to the provisions of Article IX of the CBA. The Company will provide information, tools and support to the 9387 Gas Operations Pre-Apprentice employees in preparation to take the Gas Battery test.
- 9387 Gas Operations Pre-Apprentices who successfully pass the Gas Battery test are expected to actively bid on permanent positions within the first twelve (12) months of employment. Those who fail to secure a permanent position within this timeframe will be assigned to a department determined by the Company and remain in the 9387 Gas Operations Pre-Apprentice classification.
- 9387 Gas Operations Pre-Apprentices will remain in a temporary employment status until they successfully bid into a permanent position, not to exceed twenty-four (24) months. If a 9387 Gas Operations Pre-Apprentice fails to obtain a permanent position within twenty-four (24) months of employment, their employment will be terminated, and such termination shall not be subject to the provisions of Article IX of the CBA. There is no guarantee of permanent employment for any temporary employee.

- The starting wage rate for 9387 Gas Operations Pre-Apprentice employees will be \$22.482 per hour. 9387 Gas Operations Pre-Apprentice employees will be eligible for a pay progression to \$23.179 per hour (Max Step) after 1) completing six (6) months of employment, and 2) upon successfully passing the Gas Battery test. The 9387 Gas Operations Pre-Apprentice employees will receive the general wage increase in accordance with the CBA.
- 9387 Gas Operations Pre-Apprentice employees will be required to affiliate with the Union on or after the thirty-first day following the date of their employment and maintain membership in good standing with the Union with respect to payment of initiation fees and dues.
- 9387 Gas Operations Pre-Apprentices are entitled to Holidays per the CBA. If a 9387 Gas Operations Pre-Apprentice does not work their scheduled day of work before or after a Holiday, the employee is not entitled to Holiday pay unless the absence is protected (e.g. Personal Time). They shall be paid for Floating Holidays per Article III of the CBA in accordance with the floating holiday matrix. These temporary employees shall not be eligible for paid vacation.
- To satisfy the New Jersey Earned Sick Leave Act, the Company will provide these temporary employees with paid time off to supplement their existing 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. All other provisions for Personal Time are covered in the parties' Memorandum of Agreement dated October 6, 2020, and, where applicable, apply to these temporary employees as well.

The Company will provide the Union with periodic progress updates about this pilot program. Twelve (12) months from the date of this agreement, the Company will meet with the Union to discuss the future intent of the pilot, which may include but is not limited to, extending, expanding, revising, make permanent or canceling the pilot program.

Unless otherwise specified in this agreement, all other aspects of the Collective Bargaining Agreement remain in force.

Either party may request a Newark level meeting to discuss any aspect of this Agreement.

S/Christopher M. Munyan
S/Gregg Murray

12/30/24

**WORRYFREE SERVICE CONTRACT SALES
INCENTIVES PROGRAM**

The Company and UA Local 855 acknowledge the decline in WorryFree service contract customers and recognize the need to increase WorryFree service contract sales. To that end, the parties have reached agreement on the following contract sales incentive program, applicable to all UA Local 855 represented employees on a voluntary basis, effective at the start of the next pay period following full execution of this agreement by the parties.

UA Local 855 represented employees will be incentivized to sell WorryFree service contracts by receiving the below incentive amounts per contract sold on an individual employee basis. As an individual reaches target sales goals, the incentive amount will increase.

Effective at the start of the next pay period following full execution of this agreement by the parties, through December 31, 2025, and each calendar year thereafter, employees will be given the opportunity to reach the maximum incentive amount below. Effective January 1st of each year, beginning January 1, 2026, the number of contract sales and incentive amounts will reset in accordance with the charts below.

- Effective at the start of the next pay period following full execution of this agreement by the parties, through December 31, 2025:

# of Contracts Sold	1-500	501 and beyond
Incentive Amount (per contract)	\$10	\$15

- Effective January 1, 2026, and each calendar year thereafter:

# of Contracts Sold	1-500	501 and beyond
Incentive Amount (per contract)	\$11	\$16

- Effective January 1, 2027, and each calendar year thereafter:

# of Contracts Sold	1-500	501 and beyond
Incentive Amount (per contract)	\$11.50	\$16.50

Incentives will be submitted to payroll on a weekly basis for payment to be included in the next pay cycle. The incentives will be treated as income and are subject to applicable taxes and withholdings.

FRIENDS AND FAMILY PROGRAM

UA Local 855 represented employees who do not work in the Appliance Service department are eligible to receive incentives through the WorryFree Friends & Family Program by submitting a WorryFree Referral form online. This form will trigger an email communication to be sent to the customer. Once the customer purchases a contract, the employee will receive the appropriate incentive amount using the scale above, based on their individual contract sales.

GENERAL

All provisions of the Collective Bargaining Agreement will apply except as otherwise provided in this Letter of Agreement.

Any modifications to the program must be mutually agreed to and the Company may terminate the program following 30 days written notice to the Union.

The parties commit to meet upon request to review data from the program and discuss opportunities for improvement.

It is the intention of the Parties to work together to implement this Agreement and to resolve any unforeseen problems.

The Parties agree to meet and discuss any issues that may arise.

S/Christopher M. Munyan

S/Gregg Murray

1/15/25

**TECH TALK PROGRAM – WHITE GOODS,
RESIDENTIAL GAS APPLIANCES, AND HEATING
AND AIR CONDITIONING**

This agreement reached by the Company and UA Local 855 supersedes all previous agreements regarding this program including the following:

- *Tech Talk Program – White Goods* dated May 12, 2022
- *Tech Talk Expansion* dated May 1, 2023

Effective May 12, 2022, the Company and Union reached agreement on the creation of a new classification, 9300T Tech Talk Service Specialist, to provide remote-based customer support to White Goods WorryFree service contract customers.

Effective the date of this letter, the Company and Union have agreed to expand the Tech Talk Program to include remote-based customer support for residential gas (RG) appliance repairs and HVAC (Heating and Air Conditioning). As such, a new classification, 9300RGHV Tech Talk Service Specialist, will be created.

The Job Specifications (Attachment A) and wage progression schedules (Attachment B) for these positions are attached to this agreement.

ORGANIZATION

For purposes of this agreement only, UA L855 territory shall be divided into three divisions as listed below.

Northern Division: Oakland, Clifton, Oradell
Mid-Central Division: New Brunswick, Plainfield, Orange
Southern Division: Burlington, Audubon, Trenton

In 2022, a total of nine (9) 9300T Tech Talk Service Specialists positions were initially posted in the White Goods department (three (3) per Division).

Following the date of this agreement, nine (9) 9300RGHV Tech Talk Service Specialist positions will be posted, three (3) per Division (one from each district), to perform remote-based customer service as it relates to residential gas appliances. Upon expanding the program to include HVAC, another nine (9) 9300RGHV Tech Talk Service Specialist positions will be posted, three (3) per Division (one from each district), to perform remote-based customer support as it relates to HVAC.

These positions will not result in an increase to the total staffing levels in the White Goods or Appliance Service departments.

TELECOMMUTING

All Tech Talk Service Specialists will work from home and the at-home work location will be New Jersey or an adjacent State (New York, Connecticut, Delaware or Pennsylvania) but must be within 60 minutes from a UA Local 855 represented location. The Company defines working at home, also known as telecommuting, to mean performing all of the duties and responsibility of employees' current job from a remote location. Employees may be required to report to their designated work location at any time while telecommuting based on operating conditions or as requested by supervision. Employees will utilize communications technology, including a company-issued laptop and smart phone, to perform work remotely or at

a Company office. Phone calls may be monitored for quality or training purposes.

Any Tech Talk Service Specialist requesting to work from their company location will require a discussion between the Company and the Union, with final determination to be made by the Company as to whether the request will be granted. If an employee is granted the ability to work from their Company location the duration of that assignment will be long-term and they will not be entitled to the monthly stipend of \$45.00.

TRAINING

Employees will receive training regarding the Tech Talk process prior to beginning this assignment. This includes but is not limited to a review of the purpose of the program, over the phone appliance assessment, properly coding service notifications addressed, solutions that may be offered to customers, and empathy in addressing escalated customer issues. In addition, the Company is committed to providing all Tech Talk employees with 8 hours of online technical training annually.

SCHEDULE

Tech Talk employees will work a four-day/ten-hour workweek. The hours of work will be 8:00 AM to 6:30 PM, and the regular workweek will be Monday through Thursday or Tuesday through Friday with a half hour unpaid lunch period. Work on the last scheduled day off in the payroll week shall be considered the second day of rest for purposes of pay treatment. Work on earlier scheduled days off in a payroll week shall be considered the first day of rest for purposes of pay treatment. Overtime shall be paid at the appropriate rate for hours worked outside the schedule pursuant to the collective bargaining agreement. Overtime assignments on scheduled days off shall be made in 8-hour increments.

Employees are entitled to a holiday off with regular pay (10 hours) only if the holiday is observed on one of the regularly scheduled basic workdays within their basic 4-day workweek. When such employees are required to work on a holiday which is observed on one of their regularly scheduled basic workdays within the basic 4-day workweek, they shall be given the regular holiday pay (10 hours) and, in addition, one and one-half times for all time worked within their regularly scheduled working hours on the holiday. Hours worked outside of the regularly scheduled working hours on a holiday observed on one of the employees' basic workdays within their basic 4-day workweek shall be paid for at two and one-half times.

Employees shall be given the regular holiday pay of 8 hours at straight time when any of the holidays are observed on their days of rest. When employees are required to work on a holiday that is observed on their days of rest, they shall be given the regular holiday pay and, in addition, one and one-half times for all time worked within the regularly scheduled working hours on the holiday. All other hours worked on a holiday observed on an employee's day of rest shall be paid at two and one-half times. The provisions of this Subsection supersede the provisions of Article III, Sections 2 and 3.

Employees who are required to continue work for more than 15 minutes beyond their normally scheduled quitting time shall be entitled to a meal paid for or provided by the Company and to an additional meal for each additional 5 hours worked thereafter.

Days off for Death in Family and Marriage shall be paid at the rate of 10 straight time hours of pay.

Vacation and disability benefits will accrue on an equivalent hourly basis. Vacation and illness absences on a 10 hour workday will be paid and charged on an hourly basis. Additional part day personal absences taken without pay to

round off vacation entitlement hours to obtain full vacation days shall not be charged to an employee's availability.

Floating Holidays will be used on an hourly basis (maximum 16 hours per year). At the employee's option, a floating holiday may be taken at the rate of 8 or 10 hours of pay during this period. Additional part day personal absences taken without pay to round off floating holiday entitlement hours to obtain full days shall not be charged to an employee's availability.

Family and Medical Leave Act (FMLA) hours will be used on an hourly basis.

Jury duty shall be administered in accordance with existing rules and Article VII (j) of the Agreement.

Employees assigned to the Edison Training Center for more than 2 days will be returned to the 8-hour 5 day work schedule for the duration of the training and the workweek.

OVERTIME

9300T Tech Talk Service Specialists throughout the state, and 9300RGHV Tech Talk Service Specialists throughout the state, will be considered separate work groups for purposes of required overtime. Assignments shall be made in order of low overtime once all volunteers have been exhausted.

WORK GROUP/VACATION SELECTION

9300T Tech Talk Service Specialists per Division, and 9300RGHV Tech Talk Service Specialists per Division, will be considered separate work groups for purposes of seniority as it relates to vacation selections.

SENIORITY/BIDDING RIGHTS

9300T Tech Talk Service Specialists and 9300RGHV Tech Talk Service Specialists will maintain seniority and bidding

rights in the district from which they were previously assigned prior to joining Tech Talk.

Unless otherwise specified in this agreement, future Tech Talk positions will be posted within the applicable Division first, and awarded to the senior, most qualified applicant.

AT HOME SET-UP

Each employee will ensure that they have a designated workspace for the performance of their duties.

1. The workspace must be conducive to a quiet work environment away from distractions and other individuals occupying or visiting the home. It is expected that the employee will maintain professionalism while working at home and that the computer will be situated in a quiet, private place where background distractions (television, radio, conversations, pets, children, etc.) will not occur. Working from home is not a substitute for dependent care arrangements. The employee is to manage dependent care and other personal responsibilities in a way that allows him/her to successfully fulfill job responsibilities.
2. Employees will be provided a checklist to guide them in the proper set up of a safe and secure work environment.
3. The employee is responsible for designating and maintaining a work environment that is safe and free from recognized hazards. The employee must promptly notify the Company of any recognized hazards in the home work area.
4. PSE&G will provide employees with the necessary equipment (e.g. computer, monitor, headset) to

perform their job duties and responsibilities in the employee's home work location. The Union and the employee understand the Company will not provide office furnishings for the employee's home office. The employee agrees to use all equipment for its intended purpose, in accordance with the manufacturer's instructions and in a safe manner, and only for the performance of Company business. Company-owned software may not be duplicated and no peripheral equipment or unauthorized software may be loaded or attached to the Company provided hardware. The employee shall promptly notify the Company if any of the equipment malfunctions, performs improperly or is not safe for use.

5. During in-office visits, employees should obtain all supplies required to complete their work at home. Out-of-pocket expenses for supplies that are available at the office will not be reimbursed, unless approved by supervision in advance and a receipt or proof of purchase is provided.
6. The Company will provide each telecommuting employee a monthly stipend of \$45.00, less applicable taxes, to compensate the employee for internet and utility costs. In exchange for this stipend, the employee must maintain a high-speed internet connection of 200 megabytes per second (Mbps), or greater, and show evidence of this internet service level in their home. The Company may conduct periodic audits that will require employees to show evidence of maintained high-speed internet service.
7. In the event there is a technical problem, telephone outage, an internet outage, or a power failure, it is the expectation that the following steps will be initiated by the employee:

- Immediately contact his or her supervisor.
 - If the internet service is unavailable, immediately contact the Internet Service Provider directly, following contact to supervision.
 - Report to their normal reporting location, if necessary
8. Employees will have a regular work schedule in accordance with this agreement.
- Absenteeism and performance will be monitored in accordance with current practices and CBA.
 - Computer and phone activity can and will be monitored in accordance with current practices.
 - When required to report to a Company location, employees will report at the start of their shift and remain at the location for the remainder of their shift.
 - Commuting time to/from the employee's normal reporting location under the circumstances described in this Agreement or any other circumstance will not be compensable time unless the commuting is authorized to take place during normal work hours.
9. Employees will be required to report to their normal reporting location in the event of technical or connectivity difficulties, training, meetings, or based upon business need at management's discretion. Where possible, advance notice will be provided to the employee. Consideration will be given, on a case-by-case basis, to the expected duration of the technical issue and other factors such as time of day, scheduled overtime assignment, etc.
10. All employees working from home must make themselves available for communications by

management (e.g., via Skype, Zoom, email, instant messaging and phone) during normal working and overtime hours. Employees shall maintain their Outlook calendar inclusive of out-of-office messaging.

11. The Company retains the right to make on-site inspection of the home work location only as it relates to an investigation (e.g. a reported unsafe condition or incident response following any report of injury resulting from, or relating to, their work). The inspection will be scheduled and conducted during the employee's normal work schedule. The employee will be notified of the inspection within a reasonable period of time prior to management's arrival at the home work location. The inspection will be limited to the employee's work area. Where unsafe or hazardous work conditions may exist, the employee may be directed to report to their normal reporting location.

FITNESS FOR DUTY

Tech Talk employees are required to meet all fitness for duty requirements while on Company scheduled time, including overtime.

LIABILITY FOR INJURIES

The Company is responsible under its workers' compensation plan solely for injuries to its employees arising out of and during the course of employment. PSEG shall not be liable for injuries to family members, visitors, and others that might occur in the employee's home during working hours. The employee waives any claim against PSEG for any injuries to any third parties (including, but not limited to, family members and visitors) that occur in their home whether or not during work hours. The employee shall indemnify and hold harmless PSEG, PSEG's affiliates, including PSE&G, and their respective employers, officers, directors, managers, and agents from and

against any claims, losses or damages arising from or relating to any injuries to third parties, including but not limited to, family members and visitors that occur in their home.

Employees are required to immediately notify their supervisor of any injuries resulting from, or relating to, their work.

GENERAL

The expiration of this Agreement will coincide with the parties' current Collective Bargaining Agreement (CBA) in April 2027 at which point the parties will negotiate any future utilization of the Tech Talk Program. It is further agreed that in the interim the Company will not subcontract any facet of Tech Talk nor employ any form of artificial intelligence regarding this program.

The Company maintains the right to discontinue all, or a portion of, the Tech Talk program at its sole discretion. In the event the program, or a portion of the program, is discontinued, affected 9300T and/or 9300RGHV Tech Talk Service Specialists will return to the positions and districts they were last assigned prior to their acceptance of the Tech Talk position as soon as practicable, and will be assigned work they are qualified to perform.

The total number of schedules per District will not increase as a result of the shift in headcount to Tech Talk, using the 2024 summer schedules and 2024-2025 winter schedules as benchmarks (refer to District bar charts).

The parties commit to meet locally monthly to review data from the program and discuss opportunities for improvement.

Both parties agree to meet semi-annually to review the staffing level and possible expansion based on the performance of the program (ex: scorecards).

All provisions of the Collective Bargaining Agreement will apply except as otherwise provided in this Letter of Agreement.

It is the intention of the Parties to work together to implement this Agreement and to resolve any unforeseen problems.

The Parties agree to meet and discuss any issues that may arise.

S/Christopher M. Munyan
S/Gregg Murray

**SCHEDULE D
LETTERS OF INTENT**

Note: The following letters have been arranged for ease of reference and do not necessarily apply only to the operating area under which heading they appear.

SUBJECT	DATE	PAGE
<u>DISTRIBUTION OPERATIONS</u>		
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Leak Survey Work	7-25-69	211
Seasonal/Temporary Workforce (Distribution) and Contracting of Work	5-01-96	211
Crossover Work Between Electric and Gas Personnel.....	5-01-96	212
Incumbent Mechanics 1st Class (9340).....	7-29-77	213
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Distribution Department Apprentice Program	5-01-05	218
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7/20/65

USE OF CONTRACTORS

During negotiation of the Agreement between the Company and the Union to be effective July 1, 1965, the Company indicated that it intended to continue to hold the use of contractors to a minimum, consistent with the economical and efficient operation of the department and will continue the practices currently in effect.

S/C.D. James
S/George L. Bardol
S/J.C. Turbett

7/25/69

LEAK SURVEY WORK

If the Company hires leak survey equipment from an outside Contractor for Leak Survey work only, such equipment will be operated by Company employees. Vegetation survey work will be handled as at present.

S/W.K. Huggler
S/John C. Turbett
S/John J. Sheehan

5/1/96

**SEASONAL/TEMPORARY WORKFORCE
(DISTRIBUTION)
AND CONTRACTING OF WORK**

During negotiation of the Agreement effective May 1, 1996 the parties agreed after conclusion of the negotiations to enter a Mutual Gains discussion to address the use of a seasonal/temporary workforce and contractors performing main tie-ins. The Company agrees to continue its current practices until completion of the Mutual Gains negotiations.

S/R. F. Henrich
S/Patrick D. Ryan

5/1/96

CROSSOVER WORK BETWEEN ELECTRIC AND GAS PERSONNEL

During negotiation of the agreements effective May 1, 1996, the parties agreed in principle to the concept of performing crossover work i.e. IBEW represented employees performing certain work previously performed exclusively by members of Local 855 of the Public Utility Construction and Gas Appliance Workers, and Local 855 represented employees performing certain work previously performed exclusively by members of IBEW Local 94.

The crossover areas addressed include the performance of meter installation/replacement work, joint trenching, and markouts. A joint Company and Union Team made up of four Company and four Union designated representatives will begin meeting as soon as possible to develop the specifics surrounding each issue. It is understood that this team will make a good faith effort to reach completion by July 15, 1996. The following are the broad, conceptual understandings related to each issue:

Meter Installation/Replacement Work

One person will perform electric and gas reconnect and disconnect work, installation and maintenance work, including that associated with the Two-Way Customer Communication System, and age changes involving non-demand socket-type electric meters and same size gas meter installations (including swivels).

Joint Trenching

A crew of electric and gas personnel will perform joint trench work which includes all work associated with digging and backfilling the trench and installing the facilities (including gas, electric, telephone, cable and any other facilities). The crew make-up will be determined by the Company-Union Committee.

Markouts

One person will perform electric and gas markouts, as well as markouts for other companies. This work will be performed by IBEW Electric, IBEW Gas, and Local 855 represented personnel. It is not expected that the performance of this work on a crossover basis will have a significant impact on the volume of this work presently performed by OPEIU represented employees.

Allocation of Work

All crossover work performed in combination electric and gas territory will be distributed 50/50 on an aggregate basis between employees represented by both Unions. On a quarterly basis, the Company and the Union will meet to discuss the data on hours allocated to crossover work.

In any Gas District or Electric Division where crossover work is performed, the Company will not utilize temporary workers, except summer employees, in Transmission and Distribution or contractors to perform that specific work in the agreed upon area. The use of temporary workers will be subject to negotiations outside of this letter.

After gaining experience with the success of crossover work, the parties agree to meet and discuss the application of crossover to other types of work, including inspection of facilities. There will be no layoff or curtailment during the term of the Agreement in a District or Division in any of the job classifications involved in this agreement as long as crossover practices are in effect.

S/R. F. Henrich
S/R. N. Turken

S/C.D. Wolfe
S/P. D. Ryan

7/29/77

INCUMBENT MECHANICS 1ST CLASS (9340)

During the 1977 negotiations, it was agreed to add one pay step to the job rate for 9320 Street Mechanic 1st Class which made the rate for the job equal to the 9340 Mechanic 1st Class job classification. Incumbent employees in the 9340 Mechanic 1st Class job classification will not be reassigned to street crews because of this rate change. However, the Company will continue to assign the incumbents to street crews for reasons presently used.

S/C.W. Grevenitz
S/Patrick D. Ryan
S/James R. Seppi

Explanation of Revision: Letter of 6/25/75 revised to delete second, fifth and sixth paragraphs.

2/18/15

ENTRY LEVEL JOBS DRIVING

As the result of an agreement between the parties it was agreed that the following would apply:

Employees in entry level jobs may drive any passenger and van type vehicles that do not require a CDL license to operate. Entry level employees may not operate vehicles that are equipped with air brakes until they obtain their CDL.

Storeroom materials, normally delivered to jobs by higher rated employees, will continue to be delivered as at present.

Custodians (9365) will not pick up or deliver materials to or from the job site.

Explanation of Revision: Letter of 5/1/02 revised regarding change in gross weight maximum. Letter of 5/1/84 revised regarding vehicles that may be operated by Service Apprentices and Utility Mechanic Apprentices. Letter of 1/X/15 revised to remove reference to gross weight maximum.

5/01/05

COMMERCIAL DRIVERS LICENSE (CDL)

The following understanding has been reached regarding the requirement for gas distribution employees to obtain a CDL “A” license.

1. Existing and future employees entering the Utility Mechanic Apprentice/Utility Mechanic and all Transportation Department classification shall be required to obtain a CDL “A” license within 12 months of entering the classification and on their own time. Employees who do not obtain the CDL “A” license within this time period shall be discontinued from the Company.

2. Employees already holding a CDL “A” license upon entering the Utility Mechanic Apprentice classification shall begin at the 2nd pay step of the classification. Employees entering the Utility Mechanic Apprentice classification without an “A” license shall progress to the 2nd pay step after obtaining the “A” license or after six months in the classification, whichever occurs sooner. Employees shall remain at the 2nd pay step until they have attained twelve months in the Utility Mechanic Apprentice classification and successfully completed their apprentice training.

Employees entering the Transportation Department without designated ASE certification(s) but that hold a CDL A License shall begin at the 2nd pay step of their classification. Employees without designated ASE certifications or a CDL A License shall begin at the 1st pay step of their classification. They shall progress to the 2nd step after obtaining the “A” license or after six months in the classification, whichever occurs sooner. Employees shall remain at the 2nd pay step until they have attained twelve months in their classification.

3. Existing and future employees who obtain the license within 6 months of entering the classification, shall be

reimbursed 100% of the cost for obtaining the license including all necessary permit costs, fees, etc., and provided they utilize a Company sponsored training facility. Those employees that obtain their license after six months of entering the classification or from an outside training facility shall be reimbursed 80% of the costs.

4. In addition to the centrally located CDL driver training facility at the Edison Training Center, the Company shall arrange for one training location north and one south of the Edison facility. Employees may elect to attend training at any of these facilities or an outside facility of their choice.

5. All employees obtaining and holding a CDL may elect to receive the required medical evaluations from a Company physician at a Company designated location. Employees electing to use an external physician shall do so on their own time and at their own expense.

6. All employees requiring a CDL will be reimbursed the cost difference between a standard automobile driver's license fee and the required CDL fee, including endorsements. Employees shall be provided (2) hours pay (at time and one half rate) to obtain the license renewals, or, at the Company's option, employees may be provided time during the regular work day. Renewals that require testing and endorsements shall be conducted on Company time.

7. Any changes in State or Federal laws that impact CDL holders will be negotiated with the Union prior to implementation.

8. It is understood that an employee holding a valid CDL "A" license is not restricted from operating any Company vehicle.

Explanation of Revision: Further delineates employee responsibilities and consolidates letters on the same subject dated 5/01/96 and 1/04/02.

S/A.S. Pezzulo
S/Robert H. Callahan

04/10/02

**LETTER OF UNDERSTANDING AND COMMITMENT
BETWEEN
PSE&G & UA LOCAL 855
OPERATOR QUALIFICATION RULE**

The parties have met to discuss the Company's obligation under the Operator Qualification Rule promulgated by the Department of Transportation (DOT). In order to provide for a smooth implementation of the Company's compliance program, the following guidelines have been agreed to:

Communication meetings will be held with all effected employees so that they can be made aware of the Rule and the covered tasks, along with our plan for compliance with the DOT's order.

With minor exceptions as discussed, employees hired prior to January 1, 1999 have initially been qualified under the work performance history provision of the Rule.

Employees hired after January 1, 1999 (along with the exceptions as referenced above) must be qualified on all appropriate tasks which have been identified for their classifications, by October 2002. To accomplish this, the parties have agreed to utilize a combination of the following qualifying methods:

- Field Observations of covered tasks performed on the job
- Observations during training
- Classroom qualification
- Observation during simulation

The Union accepts that qualification sessions may be performed at the Edison Training Center. The parties agree that MAST Associates will perform the qualifications.

The Company has reassured the union that no action would be taken against employees based solely upon the individuals performance during qualification sessions.

Promotions, demotions, overtime, and employment decisions are based on an employees performance and/or ability to perform assigned work. The implementation of these sessions will not alter this practice. The Company does not anticipate problems arising from this need to qualify its workers , but is committed to discussing issues as they arise with the Union. The parties understand that the Company must make assignments, and conduct it's operations in accordance with this DOT regulation.

Once initial qualifications are completed, the Company will identify and discuss with L855 the necessary changes to apprentice programs to ensure that apprentices that graduate/pass the programs will be fully qualified to perform the tasks under this DOT Rule.

Future qualifications will be completed in accordance with the above referenced techniques, and in accordance with the Company's written plan as filed with the Board of Public Utilities.

S/A.S. Pezzulo
S/Robert H. Callahan

5/01/05

**DISTRIBUTION DEPARTMENT
APPRENTICE PROGRAM**

1. Three new classifications titled Utility Mechanic Apprentice (9322N), Utility Mechanic (9320N) and Street Inspector (9313N), have been established which replace and encompass several existing classifications.

2. Employees entering the Distribution Department Apprentice Program shall start as a Utility Mechanic Apprentice where they shall remain for a period of one year.

New and existing employees entering the Utility Mechanic Apprentice classification, with appropriate background and experience as determined by the hiring manager, may begin at the 2nd pay step. However, they shall remain at that step and also remain a Utility Mechanic Apprentice for one year.

Utility Mechanic Apprentices with twelve months service in the classification who successfully complete Sessions I and II training and possess a CDL type A license shall be promoted to the Utility Mechanic position.

The Company will discuss with each Utility Mechanic Apprentice and the Union Steward the apprentice's qualifications and the progress being made during each part (Sessions I & II) of the Apprentice Program.

The Apprentice Program shall consist of 11 equal pay steps over a five year period.

3. All current employees desiring to remain in their present classifications may do so. Employees hired or transferred after the date of this agreement shall start as a Utility Mechanic Apprentice and must progress to the Utility Mechanic classification.

4. Existing Street Mechanics 2/C shall receive progression credit in the Utility Mechanic classification for credited upgrade hours in the Street Mechanic 1/C classification.

5. The following classifications shall be eliminated once there are no employees remaining in these positions: 9313 Inspector-Street (Working), 9314 Leak Survey Inspector (Working), 9319 Street Mechanic 1/C - Welder, 9320 Street Mechanic 1/C, 9321 Street Mechanic 2/C, 9322 Street Helper (except for seasonal employees), 9323 Auto Driver 1/C, 9340 Mechanic 1/C, 9341 Mechanic 2/C, 9342 Drip Pumper.

6. Utility Mechanic Apprentices and Utility Mechanics may perform any work for which they have been trained including operating any Company motor vehicle provided they possess the required license.

7. Utility Mechanics may perform all the duties of the current Street Mechanic 1/C classification. In addition, Duty #10 of the Street Mechanic classification shall be revised to exclude the terms "except air conditioners" and Duty #11 shall be revised to exclude the terms "up to a maximum of three feet."

8. Utility Mechanics may install meters and service regulators in residential and small industrial and commercial customer premises defined as those requiring up to and

including a 425 size meter. New meter installations will be left locked off.

9. Utility Mechanics may operate construction equipment such as directional boring equipment and trenching machines.

Trenching machines heavier than 5,000 pounds and boring equipment (beyond that presently being performed by a 9320 Street Mechanic I/C) shall first be operated by a Machine Operator, if available, and then by a Utility Mechanic. For operating a trenching machine over 5,000 lbs. or operating the above boring equipment, a Utility Mechanic shall receive one additional pay step.

10. Utility Mechanics shall perform markout work except that associated with PSE&G contractor jobs, and shall not be assigned to perform synergy markouts.

11. The Company shall not contract out the Meter & Regulator (M&R) work discussed in this letter. This M&R work shall be performed first by Appliance Service employees, if available, or by Distribution Department employees.

Prior to assigning M&R work to Distribution Department employees, the Company shall locally discuss circumstances and communicate its plans with the Union.

The Shop Steward and Senior Service Supervisor and/or Senior Distribution Supervisor shall meet when required on the question of availability of Appliance Service personnel to do M&R work. If there is disagreement, the matter shall be discussed with the Area Chairperson and the District Manager. If disagreement still exists, the matter shall be discussed between the Grievance Committee of the Union and the VP – Gas Delivery or designees of the Company.

12. Street Inspectors (Working) (9313N), Leak Survey Inspector (Working) (9314), and Inspector - Street (Working) (9313), shall be excluded from performing the M&R work discussed in this letter. Inspectors may, however, provide directive supervision to one Utility Mechanic performing M&R work.

13. The Company shall maintain a minimum of 54 Street Inspectors statewide and a minimum of five per District.

14. The Company shall maintain a minimum of either two Machine Operators or two Utility Mechanics receiving the Schedule "A" step under Footnote (7) in each district.

15. No Appliance Service employees shall be laid off as a result of Distribution Department employees performing M&R work.

NOTE: This letter replaces the Street Department Progressive Training letter dated 5/1/89.

Explanation of Revision: Letter dated 10/9/02 revised to remove references to eliminate the Machine Operator classification and to reflect organizational changes within the Company.

S/A.S. Pezzulo
S/Robert H. Callahan

11/20/06

**UTILITY MECHANIC APPRENTICE/UTILITY
MECHANIC TRAINING**

Gentlemen:

In accordance with the Distribution Department Apprentice Program, a Utility Mechanic Apprentice (UMA) must satisfactorily complete Sessions I & II training within 12 twelve months of entering the classification to be promoted to the Utility Mechanic (UM) classification.

There are occasions, however, when a UMA is unable to complete the required training within the 12-month timeframe because the Company is unable to make it available.

In such instances, the Company shall promote UMA employees to the UM classification after 12-months satisfactory performance as a UMA and provided they have also obtained their CDL "A" license in accordance with the Program. After

being promoted to the UM classification, should an employee not successfully complete the remaining training after attending, they shall be discontinued from the Program in accordance with the Agreement.

S/A.S. Pezzulo
S/Robert H. Callahan

5/01/05

JOB DUTIES OF UTILITY MECHANIC

Utility Mechanics shall be upgraded to Street Inspector (Working) when assigned to perform BPU mandated meter set inspections.

When making such assignments the Company shall utilize senior volunteers and shall be limited to no more than two Utility Mechanics per district upgraded to perform this work.

Such upgrade shall only occur during regular workdays, Monday through Friday during the months of January and February; when there are no outside contractors working within the district; and when all other available 9313, 9314, and 9315 - Street Inspectors (Working) are assigned work within their classification and are Home Base Reporting.

Such assignments may be made until December 31, 2006 at which time the Company and Union shall meet to discuss whether to continue with this process.

S/A.S. Pezzulo
S/Robert H. Callahan

5/01/05

DISTRIBUTION DEPT. AVAILABILITY LIST

During negotiation of the Agreement the parties reached agreement on an Overtime Availability List for Distribution Department employees in order to provide local management

with the names of Distribution Department personnel who desire to work overtime on any given day.

The Availability List is intended to work in conjunction with and does not supersede the Volunteering for

Overtime Agreement dated May 1, 2002 nor practices currently in effect for completing synergy mark-out work.

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.

This agreement is not intended to change standby procedures presently in effect. In addition, employees on standby would not be expected to sign the availability list in order to be called out to work while on standby.

General Guidelines

1. A sign-in list will be provided in each District for all overtime periods.

2. 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.

3. Those employees who have signed to work overtime shall be selected in the order of low overtime with employees at work being selected first.

4. Practices of accounting for overtime hours will be mutually agreed on at the Local District Level.

5. 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.

S/A.S. Pezzulo
S/Robert H. Callahan

5/01/02

VOLUNTEERING FOR OVERTIME

This confirms discussion of the above at a meeting held in Edison on November 15, 2000.

The Parties agreed to the following procedures for voluntary overtime to perform markouts, Street Leader work and to operate trenching machines heavier than 5000 lbs. The procedures are as follows:

1) In the event, that opportunity exists for overtime in any classification, that classification will be afforded the first opportunity to work the overtime.

2) In the event that there are no volunteers for overtime in that classification then the opportunity for overtime will be afforded to individuals qualified to perform the work and have the lowest amount of overtime hours on the Overtime List.

3) In the event, that there are no volunteers at all, then the employee in the classification where the overtime opportunity exists, with the lowest amount of overtime hours will be forced to perform the work.

4) In the event, that a Utility Mechanic (9320N), assigned to mark outs and at the close of the day has remaining jobs, that Utility Mechanic (9320N) will be afforded the opportunity to continue the job on an overtime basis, provided the continuation of the job does not exceed two hours and before overtime meal money is involved. Overtime required longer than the aforementioned will be offered to the Street Inspector classification and the above procedure will be followed.

5) This procedure does not apply to emergency callout overtime opportunities. In these cases, 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.

It is understood, that the Company will endeavor to offer training to all employees who have yet to receive the proper training in their classification.

This Agreement shall remain in effect indefinitely. Either the Company or Local 855 may terminate this agreement with 30 days written notice to the other party.

It is the intention of the Parties to work together to implement this Agreement and to resolve any unforeseen problems.

S/A.S. Pezzulo
S/Robert H. Callahan

Explanation of Revision: Letter dated December 4, 2000 revised to reflect indefinite effective period.

6/28/22

REPORTING ON THE JOB WITHIN THE DISTRICT - AMENDMENT

During negotiations, the Company and the Union agreed to include in the Agreement the following guideline when requiring Distribution Department employees to report on the job for work within the district. Established Sub-Headquarters locations shall not be deemed a remote report work site under this concept.

Any District may utilize the remote reporting concept. Notification to the appropriate Chairperson or designee of the Union will take place prior to the solicitation of volunteers. If the Chairperson or designee are unavailable the local Shop Steward will be notified.

The Company will provide five calendar days notice between the selection of employees who will remote report and the start of the job.

Volunteers will be solicited by the classifications needed. The Company and the Union will determine the senior volunteers and assignments will be offered to the volunteers by Seniority.

If no one volunteers, the Company may force employees in the appropriate classifications by reverse seniority.

Distribution Department employees shall receive two pay steps above their regular pay rate when remote reporting.

Utility Mechanics at a pay rate below the top pay step shall receive one pay step when remote reporting. The extra pay steps shall be paid to employees for all straight time hours worked when remote reporting and for overtime hours worked continuous beyond the regular work day. They shall also be paid the cost of transportation, if any, that exceeds the normal cost to travel to their usual working place. The additional costs shall be determined by applying the IRS rate to the extra miles driven.

If, due to emergency circumstances, the Company must close a District Headquarters, Sub-Headquarters or other permanent reporting location, it is not obligated to compensate employees with remote reporting pay provided that the temporary reporting location is 6 miles or less from the work location that was closed. When the Company is required to relocate employees, it will provide adequate parking, restrooms and changing facilities (e.g. Incident Command Trailer) for employees.

The Company will coordinate all administrative items so that employees involved in remote reporting are afforded and receive the same rights and privileges as those who report to the District Headquarters.

Either the Company or Union may request a meeting to discuss any problems which may arise.

Note: Replaces Reporting on the Job letter dated 5/01/96, and amends the Reporting on the Job within the District letter dated 5/1/05.

S/A.S. Pezzulo
S/Robert H. Callahan

ARTICLE III (d) PROCEDURE

The following procedure shall be followed when hours or consecutive days of work are required for non-shift employees other than 8:00 a.m. to 4:30 p.m., Monday to

Friday. Other hours beyond a one-hour change (two hour change for Service Apprentices) or days of work will not be implemented until the following procedure is satisfied:

1. The District Manager or designees will inform the Shop Steward that the Company is contemplating the need for other hours or days of work for a non-shift employee. The District Manager or designees will contact the appropriate Chairperson and establish a meeting as soon as possible to discuss the matter.

2. The meeting will take place with the appropriate Chairperson and the Shop Steward.

3. If local agreement is reached, the other hours or days will be confirmed in writing and implemented on a mutually acceptable date. If agreement is not immediately reached at this meeting, the Union will notify the Company of its position within ten (10) days after the meeting. If there is a local disagreement, the Company will establish a meeting between the Grievance Committee of the Union and the Vice President - Distribution or designees. The meeting date will be confirmed in writing by the Company.

4. The meeting will be held as soon as possible, but no later than twenty (20) days after the request, unless a later date is mutually acceptable. III (d) meetings may be held in conjunction with Third Step grievance meetings. If agreement is reached at this level, it will be confirmed in writing.

5. It is understood that when making assignments requiring a starting time of one hour or less before or after 8:00 a.m., the assignment shall be offered to the senior qualified employee in each classification or appropriate work group presently working 8:00 a.m. to 4:30 p.m. If the employee declines, the assignment will then be offered to the next most senior qualified employee, and so on, until an employee accepts. However, if no one accepts, the assignment shall be made by reverse seniority (junior employee first).

S/A.S. Pezzulo
S/Robert H. Callahan

Explanation of Revision: Letter dated May 1, 2002 revised in paragraph 1 to reflect present Company organization structure.

10/10/02

**NON-SHIFT EMPLOYEES
CHANGE FROM NORMAL WORK DAY HOURS
ARTICLES III(d) AND V(n)**

This confirms that under Article III(d), when non-shift employees begin their regular workday before or after 8:00 a.m. their meal period shall be adjusted by an equal amount of time. The intent to provide a one-half hour lunch period after four hours of work is unchanged. If desired, and agreed to by local management, such employees may also be scheduled to take their lunch period during the customary meal period of 12 noon and 1:00 p.m. Such meal periods shall be granted operating conditions permitting.

This also confirms that when non-shift employees begin their regular workday before or after 8:00 a.m. the rest period defined under Article V(n) shall be adjusted by an equal amount of time. For example, an employee working 7:00 a.m. to 3:30 p.m. would be entitled to a rest period if also required to work between 11:00 p.m. that evening and 4:00 a.m. The rest period would be equal to the number of hours worked between 11:00 p.m. and 4:00 a.m. and shall be taken between 7:00 a.m. and 3:30 p.m. the same day.

S/ A. S. Pezzulo
S/ Robert H. Callahan

5/1/05

**PAY TREATMENT FOR PERFORMING HAZWOPER
WORK**

This is to confirm that during negotiation of the Agreement it was agreed to revise Schedule "A" of the Agreement to reflect the following footnote:

Volunteers will receive two pay steps above his/her individual rate when assigned to perform hazwoper work.

Hazwoper work is defined as work in areas requiring the handling of hazardous/contaminated materials identified by the appropriate State and/or Federal agencies requiring the usage of additional personal protective clothing and equipment to prevent contamination.

Explanation of Revision: Letter dated 5/01/96 revised to reflect increase from one to two pay steps.

S/A.S. Pezzulo

S/Robert H. Callahan

3/27/09

COAL TAR WRAP REMOVAL

The following reflects an understanding reached between the parties when Gas Distribution employees perform coal tar wrap removal work.

- All Gas Distribution employees shall be trained in the proper handling and removal of coal tar wrap.
- Employees shall be paid in accordance with Footnote (9) of Schedule A in the CBA (two pay steps above his/her individual rate) when assigned to perform coal tar wrap removal work.
- The additional pay shall be paid to each employee at a job site involved in the coal tar wrap removal and containment process.
- The additional pay shall be paid from the time it is determined coal tar wrap has been encountered until the time it has been properly removed and contained in appropriate packaging at the job site and shall not be for less than one hour.

S/Phil DiVuolo
S/Harrison Burd, Jr.

10/09/02

**STREET INSPECTOR (PLANNER) POSITION
GAS DISTRIBUTION DEPARTMENT**

The Company and U.A. Local 855 have reached agreement to establish a new position, 9313P Street Inspector (Planner). This agreement was reached in a mutual gains fashion and provides for job duties as follows:

9313P Street Inspector (Planner) possesses the experience and qualifications to be a supervisor and serves as such upon occasion when the work warrants it; to safeguard mains and services where they are exposed or endangered by contracting work; to oversee others performing synergy markout work; and possesses general qualifications for street work.

Under close supervision, assists employees of higher classification; under general directive supervision may perform all planning duties as currently performed by the 9313 and 9313N classifications assigned to perform supervisory

planning duties, including the planning and layout of all types of distribution work, sizing and design of mains and services, cost estimates, preparing electronic sketches, permits and gas out procedures. Supervisory planning duties may also continue to be performed by supervisors.

This position will perform all other Street Inspector Duties when assigned and will be considered part of the 9313 Street Inspector Position.

The 9313P will be a non-home based reporting position.

The Company will determine the required number of Street Inspector (Planner) positions for each district. The Company will post for these positions at each district.

S/ A. S. Pezzulo
S/Robert H. Callahan

3/5/03

9313P STREET INSPECTOR (Planner) DUTIES

This confirms the parties have agreed that in addition to the duties outlined in the agreement dated October 9, 2002, a Street Inspector (Planner) may also be assigned to perform duties traditionally assigned to Drafters. These duties may include but are not limited to those outlined on the attachment dated February 5, 2003. It is also understood that the decision to utilize a Street Inspector (Planner) or Drafter to perform this work rests with management and the practice may vary among locations where the work is performed.

2/05/03

Drafter Duties

DWMS CLOSURE PLANNING SUPPORT
(PROJECT FILES)

Second Level Approvals	AOP Support
SAP/Main	Mains, Service Cards
Regulators	& Stubs
Corrosion	

Main Records	Road reconstruction, outside contractors
Installation/Retirement	Sketches
Footage Verification	Mark Prints
Street Verification	Cover Letters
SAP segment pre/post verifications	

Corrosion Records	Records to Planning & Asset Mgt (Leaks, etc.)
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Valve Verification	Field Investigation
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Number	Permit Drawings
Street	Bridge, Stream, Railroad,
Description	Traffic

WALL MAP/MAIN FILE

Main File Updating Maintaining

Sketches/Photo to Newark
Sketches to Inspector
Forward Sketches for
Synergy Markouts
Sketches for Scanning
Composite Sketch
CAD Redraw

SCHEDULE D – Continued

Sketches for records only

New Developments

Vellum (sketches)

Critical Customers / Higher Than Normal

New Streets

Valves

Regulators

Abandonment Files

Revising/redraw sketches
in active file

Miscellaneous

Notifications for feeder
mains shutdown

PERMIT/EASEMENTS

Easement Documentation:

Refer to Manual

Permits (State Highway)

**Traffic Control (State Highway
And County Roads)**

REQUIRED MAPS

DAILY OPERATIONS

Emergency Response

Wall Map
Sketches
Valves

**Train light duty/summer
help/new associates**

**Assist Engineer /
Supervisors**

**Charts, posters, graphs
Reproduction machine /
supplies**

Customer/Client service

**Markout Support
(Miscellaneous)**

CAD DRAWINGS

New & Replacement

Regulators

Surveys

Walking Survey
Manhole
Winter Patrol
PRW
Leakmobile

TRAINING/MEETINGS

CAD User Group

CAD Training

Corrosion

Records

Break

S/Robert H. Callahan

S/A.S. Pezzulo

5/01/05

GAS TRANSMISSION MAIN MARKOUTS

This confirms the following understanding has been reached relative to UA L855 employees performing gas transmission main markout work in the southern part of the state. 1) Gas transmission main mark-outs shall be performed when work is planned within 1/16 of a mile from a transmission main.

2) Transmission main markout requests received from the New Jersey One Call (NJ1C) system during the normal workday shall be dispatched in the normal fashion from the markout hub currently in Elizabeth. The markout shall be performed by a UA Local 855 Street Inspector. This agreement does not forfeit any rights that the Company currently has with regards to the performance of this work, including reserving the right to perform this work using current practices.

3) After the end of the normal work day, transmission main markout requests shall be sent by the NJ1C system directly to the applicable local dispatch operation in Clifton or Burlington Districts where it will be referred to the appropriate duty supervisor. The Duty Supervisor shall determine whether the markout shall be worked during off-hours or worked the next regular work day as outlined above.

4) If it is determined the off-hours markout must be worked prior to the next regular work day, the duty supervisor shall call out the low overtime Street Inspector to perform the work. If needed, assistance with the markout may be provided to the Street Inspector by the Duty Supervisor or a Transmission Main Inspector.

5) Unless otherwise agreed to, Street Inspectors shall not be utilized to oversee excavation or standby when work is being performed around marked out transmission mains.

S/A.S. Pezzulo
S/Robert H. Callahan

Explanation of Revision: Letter dated 2/16/05 revised in paragraph three to reference current organization structure.

5/6/08

**LETTER OF UNDERSTANDING AND COMMITMENT
BETWEEN PSE&G, UA LOCAL 855,
AND IBEW LOCAL 94**

CONTRACTING OF GAS DISTRIBUTION WORK

This letter reflects an understanding reached between the Company and the Unions regarding Gas Distribution work performed by outside contractors and internal represented employees. This extension of previous agreements outlines the intent to work together to perform Gas Distribution work in the most efficient and effective manner in an effort to reduce reliance on outside contracting.

The parties agree to maintain/increase the skills of the workforce in order to facilitate the reduction of contractors. Company employees shall be provided with the same support for customer notification, job planning and coordination as is given to outside contractors. Crews shall be comprised of qualified employees within any work location. Once work assignments to be completed have been identified, where practical, attempts will be made to perform the work without reassignment to other work.

Work to be performed shall be determined and discussed on a Division basis in the Northern, Central, and Southern Divisions.

The parties have agreed to maintain the Steering Committee to stress the importance, and to provide oversight and input in increasing construction efficiency in Gas Delivery. They have determined that this endeavor shall be an ongoing one, and not subject to discontinuance with the 2008 calendar year.

For the year 2008, the Company expects to fill gas construction positions on a 1:1 replacement basis with permanent employees, in order to maintain the Gas Distribution headcount at 801. The attached document outlines the original composition of the 801 headcount by location. The distribution of these numbers has changed over the years and may continue to shift based upon workload and business plans and can be reconciled at the Division Level.

Based upon the 2008 Gas Distribution Work Plan as reviewed at the April 1, 2008 meeting between the parties, Gas Distribution will hire fifteen (15) construction workers immediately to attain the 801 headcount. Additionally, five (5) construction workers shall be hired immediately in advance of attrition to supplement the workforce for the 2008 construction season. The construction workers referenced above shall be hired in the locations indicated as follows:

Clifton -5, Oradell -6, Oakland -2, Orange -2, Audubon – 4, New Brunswick -1.

It is also understood that during 2008 through either the Construction Efficiency Team or on a District or Divisional basis, the parties shall discuss and explore; utilization of roving specialty crews including but not limited to bell joint repair work; previously agreed to methods for determining cost competitiveness of work that is performed; performing more replacement main & service work internally while considering greater utilization of job site reporting where feasible; and,

examining the process and the pros/cons to utilizing synergy trenching for underground utilities.

In Central Division, the resource plan would call for allowance of their existing headcount to drop to 3 people in advance of attrition and replace on a one-for-one basis to their 801 component (174 FTE's). Within Central Division the Company and Local Union will establish comparison crews throughout the Division, as agreed to locally.

New employees shall be trained and qualified in accordance with the Agreement.

It is understood that the composition of crews to perform work, the necessary tools and equipment, and the work processes and reporting procedures to be employed shall be jointly determined. The parties also agree to review work performed by all crews in an effort to become more competitive as part of the Construction Efficiency Team's efforts.

It is the anticipation of the parties that continued success in the work performed will result in further additional work being performed by internal employees with less reliance on outside contractors.

The Steering Committee will meet periodically if necessary and no later than the Fall of 2008 to examine the effectiveness of this effort and review preliminarily 2009 workload plans.

This agreement is not intended to alter any other portion of the existing Collective Bargaining Agreements.

S/Walter Yukniewicz, Jr.
S/Harrison Burd, Jr.
S/John G. Gerrity

2/19/16

**GAS SYSTEM MODERNIZATION PROGRAM (GSMP)
AND REQUIRED PROGRAMS**

This confirms the parties recognize the significance of work required to meet the objectives of the Company's Gas System Modernization Program (GSMP) and Gas Delivery's Required Programs. To that end, it is also recognized that meeting the objectives of the Program will require the use of outside contractors and hiring of additional employees to assist in performing as much Gas Delivery work with our internal workforce as reasonably possible.

During the GSMP and Required Programs, the Company envisions UA Local 855 membership shall grow to or exceed 1,484 permanent employees by December 31, 2016. Should it subsequently be determined that UA Local 855 membership of 1,484 will not be reached, the parties shall meet to discuss the status of the Company's hiring plans and whether either or both parties wish to end this agreement. The GSMP and Required Programs agreement shall remain in place through April 30, 2020.

The Company commits to maintain a minimum headcount of 539 Service Specialists/Service Apprentices and 160 Street Inspectors for the duration of this Agreement. In the event this Agreement is extended, these numbers may be modified based upon operating conditions.

In order to attract and make the best utilization of individuals hired, the parties agree to the following:

Staffing

The Company endeavors to create 2 new entry level nomenclatures: 9302U Service Mechanic 1st Class and 9318 Utility Meter Technician. A total of 2 Appliance Service incumbents and 2 Gas Distribution incumbents in each district

will be eligible to be awarded the aforementioned positions in the calendar year.

The 9302U Service Mechanic 1st Class and 9318 Utility Meter Technician may start within 2 hours before or 2 hours after 8 a.m. Any inspections on outside and inside meter sets and exposed piping will be performed by 9318 Utility Meter Technicians and Street Inspectors.

All Appliance Service employees will be assigned overtime in accordance with the CBA based upon qualifications. The overtime hours of the 9302U Service Mechanic classification shall be incorporated into the low overtime list.

Distribution Department Utility Mechanic Apprentice Program

Within the first six months in the Utility Mechanic Apprentice position, permanent employees must inform the Company whether they will opt in to the lock-in period and pay progression.

Employees who have elected the lock-in option shall not be considered for positions outside of the Distribution group during the subsequent 24-month period.

Training

Appliance Service Training Program

9301 Service Specialist and 9302U Service Mechanic 1st Class:

This confirms discussion of the above and our agreement to modify Part 1 of the Service Apprentice Training Program as described below during the Company's Gas Business Compliance Programs. This modification is expected to remain

in place until December 31, 2018 and may be extended by mutual consent.

Service Specialist/Service Mechanic training for employees hired during and in anticipation for the Gas Business Compliance Programs shall be temporarily modified as follows:

➤ **9301 Service Specialist**

Classroom training currently consists of 41 days of course study and 6 days of evaluation/test time. The modification shall reduce classroom training to a total of 31 days and reduce up to 4 days of classroom evaluation/test time.

- Safety Orientation – Reduce from 3 days to 2 days with the elimination of the 1 day dedicated to Customer Relations training. Customer Relations shall continue to be emphasized in all areas of training on an ongoing basis.
- Combustion – 5 days (unchanged)
- Introduction to Piping – 4 days (unchanged)
- MAU/MSIMS –Eliminate (2 days) and conduct on-the-job training
- Codes & Vents – 4 days (unchanged)
- Residential Piping and Regulators – 6 days (unchanged)
- Gas Leak Investigations – 6 days (unchanged)
- Active & Inactive Orders – 4 days (unchanged)
- Electric Concepts for Appliance Technicians (ECAT) - Defer 7 days of training

With the above modifications, classroom training shall be reduced by 10 days along with commensurate 10 days of ride time for a total reduction of 20 days.

In addition to the above adjustments, the following additional modifications shall also be made:

Classroom evaluation and testing presently consists of 6 days.

- Formative Test – 1 day
- Self-Study – 3 days
- Summative Test – 1 day
- Hands on Test – 1 day

Individuals that score 70 or higher on the formative test shall have the summative test waived thereby eliminating 4 additional days (3 - self-study, 1 - summative test) of classroom time. Individuals that test below 70 shall continue to be granted 3 self-study days and 1 day to complete the summative test.

For those individuals who score 70 or above on the formative test, total classroom time shall be reduced by a total of 14 days. For individuals who score below 70, classroom time shall be reduced by a total of 10 days. Ride time for all individuals shall be reduced by 10 days. Schedule A wage progressions and advancement shall not be delayed for individuals whose training is deferred/eliminated during the time this agreement remains in effect.

The deferred Part 1 classroom time and ride time for ECAT shall occur prior to the commencement of Part II training and prior to less senior employees in the same classification (within the same district) receiving the training. For individuals where portions of Part 1 training have been deferred, the Company and the Union understand that the typical 30 month apprenticeship which includes the required class room and ride time will require close monitoring by both parties in order to maintain a reasonable progression, job knowledge and skill set of the

employees. As stated above, the Company will not delay wage progressions and advancement.

The Company shall endeavor to provide Service Apprentice Program training for all individuals within the typical 30 month time period.

➤ **9302U Service Mechanic 1st Class**

The Company will modify initial training of the 9302U Service Mechanic 1st Class in order to quickly accomplish the incremental work. The Company endeavors to train these employees to be qualified to perform all the tasks within the 9302U Service Mechanic 1st Class contained in Schedule "C" of the Collective Bargaining Agreement at a later time.

Classroom training currently consists of 41 days of course study and 6 days of evaluation/test time. The modification shall reduce classroom training to a total of 23-25 days and reduce up to 4 days of classroom evaluation/test time.

	<u>Proposed</u>	<u>Current</u>
Orientation	2-3 days	3 days
Combustion	3 days	5 days
Introduction To Piping	4 days	4 days
Codes & Vents	2 days	4 days
Residential Piping/Meters	6 days	6 days
Gas Leaks*	2 days	6 days
A & I Orders	3 days	4 days
Written test	1 day	
Hands on test	1 day	

* Until such time that Service Mechanics have completed the full required training contained in Part 1 of the Service Apprentice Training Program, they shall not be utilized as first responders to gas leak investigations.

If a score of 70 or higher is not achieved on the written test (summative), students shall be granted 3 days of self-study and take the written test (formative).

This agreement does not alter any other aspect of the Appliance Service Apprentice Training Program or the CBA.

It is the intentions of the Parties to work together to implement this Agreement and to resolve any unforeseen problems. The parties agree to meet and discuss any issues that may arise. This Agreement does not supersede any other terms of the CBA.

S/Patrick Doonan
S/Cornelius Wojceichowski

3/8/19

**GAS SYSTEM MODERNIZATION PROGRAM
(GSMP II)**

The following agreement supersedes the “Gas System Modernization Program (GSMP) and Required Programs” letter of agreement dated February 19, 2016.

This confirms the parties recognize the significance of work required to meet the objectives of the Gas System Modernization Program II (GSMP II). To that end, it is also recognized that meeting the objectives of the program will require the use of outside contractors and hiring of additional

employees to assist in performing as much Gas Operations work with our internal workforce as reasonably possible.

The Company envisions UA Local 855 membership shall grow to 1,660 permanent employees by December 31, 2020. To that end, Gas Operations will endeavor to hire a combined total of 40 permanent 9322N Utility Mechanic Apprentices/9302M Service Mechanics 1st Class in 2019, and a combined total of 40 permanent 9322N Utility Mechanic Apprentices/9302M Service Mechanics 1st Class in 2020. Should it be determined that UA Local 855 membership of 1,660 will not be reached, the parties shall meet to discuss the status of the Company's hiring plans.

The Company commits to maintain a minimum headcount of 539 Service Specialists/Service Apprentices for the duration of this Agreement. In the event this Agreement is extended, these numbers may be modified based upon operating conditions.

Contractor Main and Service Installation Oversight

Due to immediate hiring needs, the Company and Union shall partner to attract up to twelve (12) retired Gas Operations employees that are qualified to perform work in the Street Inspector classification, specifically contractor main and service installation oversight, in the districts impacted by workload demands. These retirees shall be rehired under the terms and conditions of the "Rehiring of Retired Employees" letter of agreement dated July 28, 2016, and shall be considered temporary project employees. They shall be paid in accordance with the top pay step of the Street Inspector wage progression and shall be required to tender union dues to UA Local 855.

In the event the parties are unable to attract twelve (12) qualified retirees to perform Street Inspector work, the Company may enlist engineering consultants to supplement this group, not to exceed twelve (12) in total between the rehired retirees and engineering consultants. The employers of such

engineering consultants will be required to become signatory to UA L855's Collective Bargaining Agreement, and maintain wages, benefits and conditions equal to, or better than, those in UA Local 855's current Agreement with the Utility. These engineering consultants shall be required to tender union dues to UA Local 855.

Additionally, effective the date of this agreement, current Street Inspectors and employees that are subsequently promoted to Street Inspector in the districts in which rehired retirees and/or engineering consultants are engaged to perform Street Inspector work, shall be immediately, and temporarily, advanced to the top pay step of the Street Inspector wage progression. However, once all rehired retirees and engineering consultants are released from a district, Street Inspectors in that district that were advanced in pay as a result of this agreement shall be immediately returned to the wage progression step they otherwise would have advanced to during this time in accordance with Schedule "A" of the Collective Bargaining Agreement. The Union will be advised when Gas Operations is going to issue Temporary Letters in the districts during the duration of this agreement.

The use of retired Gas Operation employees and/or Engineering Consultants shall discontinue effective December 31, 2019, and shall not be extended.

General

The Company commits to maintain a minimum of two welder positions per district until April 30, 2021.

The Company endeavors to utilize UA Local 855 represented employees to perform geolocation tasks.

It is the intentions of the parties to work together to implement this Agreement and to resolve any unforeseen

problems. The parties agree to meet and discuss any issues that may arise as a result of this agreement.

Unless otherwise specified, this agreement does not supersede any other terms of the Collective Bargaining Agreement.

This agreement shall remain in place through April 30, 2021. Following the expiration of this agreement, it is understood that Gas Operations headcount shall attrite to 1,580 unless the parties agree to extend this agreement.

S/Patrick Doonan
S/Cornelius Wojceichowski

6/23/21

**GAS SYSTEM MODERNIZATION PROGRAM II
(GSMP II) - AMENDMENT**

This confirms Public Service Electric and Gas Company (“Company”) and UA Local 855 (“Union”) (collectively, the “Parties”) have agreed to amend the “Gas System Modernization Program II” letter of agreement (“Agreement”) dated March 8, 2019 as follows. Both parties agree on extending the agreement to the end of GSMP II, through December 31, 2023.

The Company recognizes that due to a number of circumstances over the past couple of years the permanent headcount level of 1,660 was not obtained. Over the past several months the Company has taken measures which were communicated to the Union on steps to achieve the 1,660 permanent employees. The Company is committed to achieving the permanent staffing level of 1,660 by July 31, 2021. The Company commits to maintain this permanent staffing level of 1,660 until the end of GSMP 2. In addition, the Company will hire fifty (50) project 9322N Utility

Mechanic Apprentices and ten (10) 9302M Service Mechanic 1st Class throughout Gas Operations by 2022. These project employees may apply for and be offered other positions within the Company but shall be retained on their project duties until a trained replacement is available unless in order to fulfill the permanent staffing level of 1,660.

The Company commits to maintain a minimum headcount of 539 Service Specialists/Service Apprentices and a minimum of two welder positions per district for the duration of this Agreement. The Company will discuss with the Union if it is determined that due to a lack of work that a welder position will be posted in an alternate district.

Internal Workforce

The Company will continue to do as much of its gas main construction and service work with our internal workforce as possible and will work on lowering contractor percentages of gas main and service construction work. The reduction of contracting will be as follows:

Starting with a 2021 baseline of 20% of the work being performed by our internal workforce the percentage of work being performed by UA Local 855 will increase by the following:

- 2021 5-10%
- 2022 5-10%
- 2023 5-10%

These percentage increases are year over year and should coincide with the reduction of contractor percentages.

Contractor Main and Service Installation Oversight

While the Company is committed to utilizing its workforce to perform as much work as possible and work towards lowering

the percentage of work performed by contractors, the Company may attract up to (12) retired Gas Operations employees that are qualified to perform work in the Street Inspector classification, specifically contractor main and service installation oversight. These supplemental employees will be utilized to free up current 9310 Street Leaders currently deployed as Street Inspectors and enable them to return to Street Leader work in the districts. These 12 retired Gas Operations employees will be hired through a Company approved third party vendor and they will be required to join UA Local 855.

In addition, the Company will add 4 supplemental inspectors to perform Locusview for mobile crew large projects. The vendor will be the point of dispatch for these supplemental Street Inspectors. If the need arises to use a 9310 Street Leader there will be a meeting between the Business Agent, District Union Chair and the Company.

When a supplemental Street Inspector is being utilized in the district, an internal workforce employee will be upgraded for wages only on a one for one basis.

All contractor tie-in and uprate jobs will be performed by district crews unless there is a lack of work or a delay of a main replacement job for any reason. Before non-district crews are used for tie-in or uprate jobs there will be a meeting with UA Local 855 Business Agent and District Chair and the Company.

There will be two scheduled update meetings with UA Local 855 Union Leadership in June and December through 2023. Additionally, the weekly workload/resource meetings with management and the union will continue.

General

Both parties commit to discussing the following at the weekly and bi-annual meetings:

- Overall workload and the use of contractors
- The use of district crews to perform tie in and uprate jobs
- Assignment of inspectors
- Productivity of PSE&G crews while installing main and replacing services

The Union will be advised when Gas Operations is going to issue Temporary Letters in the districts during the duration of this agreement.

It is the intentions of the parties to work together to implement this Agreement and to resolve any unforeseen problems. The parties agree to meet and discuss any issues that may arise as a result of this Agreement.

Unless otherwise specified, this Agreement does not supersede any other terms of the Collective Bargaining Agreement.

S/Christopher M. Munyan
S/Gregg Murray

5/1/23

**INCREASE TO TOP PAY STEP FOR STREET LEADER
AND MACHINE OPERATOR**

The Company and the Union have agreed to a one-time \$0.25 increase to the Max pay step in Schedule "A" for the 9310 Street Leader and 9331 Machine Operator. 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: "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: "Assist crews in other activities."

It is the intention of the Parties to work together to implement this Agreement and to resolve any unforeseen problems. The Parties agree to meet and discuss any issues that may arise.

5/1/23

**CREATION OF UTILITY MECHANIC SPECIALIST
(9320D)**

The Company and Union hereby agree to the creation of the Utility Mechanic Specialist (9320D). The job specification (Attachment A) and Wage Progression schedule (Attachment B) are attached to this agreement. All provisions of the Collective Bargaining Agreement will apply except as otherwise provided in this agreement.

Lock-in Period

Any employee newly hired or transferred into the 9320D Utility Mechanic Specialist classification will be locked into that position for 5 years. Employees who accept such position following the effective date of this agreement shall be precluded from bidding on any position outside of the 9320D Utility Mechanic Specialist position, including positions represented by other labor unions, for a period of five years with the only exception being the ability to bid on any MAST position.

Vacancies

An interest posting will be posted Division-wide 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.

S/Christopher M. Munyan
S/Gregg Murray

9/1/23

**LARGE DIAMETER TAPPING AND STOP-OFF
ASSIGNMENTS - AMENDMENT**

This agreement reached by the Company and UA Local 855 supersedes the May 1, 2023 Letter of Agreement titled, "Large Diameter Tapping and Stop-Off Assignments." Due to the lack of interested candidates for the 9320D Utility Mechanic Specialist positions in Mid-Central, the Company and UA Local 855 agree for the purposes of this agreement to remove the reference to Regions and replace it with Divisions. The positions originally allocated to the Mid-Central region will be reallocated as follows: One 9320D Utility Mechanic Specialist will go to the Northern Division and one 9320D Utility Mechanic Specialist will go to the Southern Division. The back-up position from the Mid-Central region will be reallocated to the Southern Division.

The Company hereby agrees to assign Gas Distribution large diameter tapping and stop-off assignments within the Southern 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 9320D Utility Mechanic Specialists in Northern will be assigned large diameter tapping and stop-off assignments within Oakland, Oradell, Clifton and Orange Gas Districts. One existing Mid-Central 9320D Utility Mechanic Specialist position will be added to Northern increasing the headcount to three (3). One additional person in Northern will be trained to perform this work as needed as a back-up.

A two-person crew comprised of 9320D Utility Mechanic Specialists in Southern will be assigned large diameter tapping and stop-off assignments within Audubon, Burlington, Trenton, New Brunswick, and Plainfield Gas Districts. One existing Mid-Central 9320D Utility Mechanic Specialist position will be added to Southern increasing the headcount to three (3). Two additional people in Southern will be trained to perform this work as needed as back-ups.

When vacancies occur, an interest posting will be posted Division-wide in the impacted Division 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 representative. 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.

9320D Utility Mechanic Specialists will remain assigned to the district that they reported to prior to accepting the 9320D Utility Mechanic Specialist position. It is understood that 9320D 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 territory, 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.

It is the intention of the Parties to work together to implement this Agreement and to resolve any unforeseen problems. The Parties agree to meet and discuss any issues that may arise.

S/Christopher M. Munyan
S/Gregg Murray

12/29/23

**GAS SYSTEM MODERNIZATION PROGRAM II
(GSMP II) EXTENSION**

The Gas System Modernization Program II (" Program") has been extended through December 31, 2025. As such, Public Service Electric and Gas Company ("Company") and UA Local 855 ("Union") (collectively, the " Parties") have agreed to the following for the duration of the Program.

Internal Workforce

The Company is committed to achieving a permanent staffing level of 1,660 during this Program extension. Inclusive of the 1,660, the Company commits to hire eighteen (18) 9305/9305B Service Apprentices and/or 9305J Service Journeypersons by December 31, 2024.

The Parties agree that the internal workforce shall be assigned, and is expected to complete, a minimum of 750,000 feet of gas

main construction and all associated service work by the end of the Program.

In addition, effective the date of this letter, the Company will post an initial seven (7) 9313N Street Inspector (Working) positions within the Gas Construction mobile workforce utilizing the posting process outlined in the "Gas Construction Mobile Workforce" agreement letter dated December 15, 2016. These positions will be non-HBR and will receive the daily travel stipend based upon where their job assignment is located each day. The number of 9313N Street Inspector (Working) positions within the Gas Construction mobile workforce shall not exceed twelve (12). The "Gas Construction Mobile Workforce" agreement letter will be amended accordingly.

Contractor Main and Service Installation Oversight

While the Company is committed to utilizing its workforce to perform as much work as possible, the Company may continue to utilize a third party to supply contractors (up to 7), represented by UA Local 855, that are qualified to perform work in the Street Inspector classification to perform contractor main and service installation oversight. Such contractors will be utilized to free up 9310 Street Leaders currently deployed as Street Inspectors to enable them to return to Street Leader work in the districts. When a contractor is utilized in the district to perform Street Inspector work (contractor oversight), an internal workforce employee will be upgraded to 9313N Street Inspector (Working) for wage purposes only on a one for one basis. Furthermore, the Company may contract additional resources (up to 10) beyond the seven (7) referenced above, to perform Locusview for mobile crew large projects. If the need arises for additional resources beyond ten (10) to perform Locusview, the Company will notify the Union in advance.

All contractor tie-in and uprate jobs will be performed by district crews unless there is a lack of work or a delay of a main replacement job for any reason. Before non-district crews are used for tie-in or uprate jobs there will be a meeting with a UA

Local 855 Business Agent, the District Chair, and the Company.

Workload/Resource Meetings

The Parties commit to meet on a weekly basis locally, and biannually in June and December each year with UA Local 855's Executive Board, to discuss the following:

- Overall workload and the use of contractors
- The use of district crews to perform tie in and upgrade jobs
- Assignment of inspectors
- Productivity of PSE&G crews while installing main and replacing services

General

It is the intentions of the Parties to work together to implement this Agreement and to resolve any unforeseen problems. The Parties agree to meet and discuss any issues that may arise as a result of this Agreement.

Unless otherwise specified, this Agreement does not supersede any other terms of the Collective Bargaining Agreement.

S/Christopher M. Munyan
S/Gregg Murray

10/10/24

GAS CONSTRUCTION MOBILE WORKFORCE

This agreement reached by the Company and UA Local 855 supersedes the "Gas Construction Mobile Workforce" agreement dated December 15, 2016.

The following agreement was reached between the parties to establish a Gas Construction mobile workforce within UA Local 855 territory. The purpose of the mobile workforce is to

create efficiencies in the work traditionally performed by UA Local 855 members in support of the construction, operation, and maintenance of PSE&G gas facilities. To that end, the Gas Construction mobile workforce will not be assigned standby work, will not be called out, will not be assigned schedules, and will only perform internal emergency aid and storm work as needed.

Organization

For purposes of this agreement only, UA Local 855 territory shall be divided into three divisions as listed below. Mobile workforce employees will have a home-reporting location, referred to as a "Hub," as identified below with asterisks.

Northern Division: Oakland, Clifton*, Oradell, Orange

Mid-Central Division: New Brunswick, Plainfield*

Southern Division: Burlington*, Audubon, Trenton

Staffing & Seniority

It is the Company's intent to staff each mobile workforce crew as listed below, and these positions shall be non-HBR. It is understood that there will be job assignments associated with project work that will not require a full crew complement such as gas main tie-ins, road openings, installation of vent/house lines, etc. Such work may be assigned to one or more crew members.

- (1) 9310 Street Leader
- (2) 9331 Machine Operator
- (3) 9320N Utility Mechanic
- (2) 9302M Service Mechanic 1st Class (Mobile)

Effective December 15, 2016, each of the 3 Mobile Workforce Hub offices located in Clifton, Plainfield, and Burlington, shall be staffed with one 9372 General Clerk. Any

additional clerical support shall be provided by 9372 General Clerks from within the districts.

In accordance with the “Parts Distribution Center (PDC) Closure and Storeroom Staffing” agreement letter dated January 19, 2022, the mobile workforce will include one 9381 Storekeeper position based out of Paterson, NJ in support of the Northern Division. The parties also agree to add one 9381 Storekeeper position based out of Mount Laurel in support of the Southern Division. Storeroom positions are not eligible for the daily travel stipend under any circumstances.

In accordance with the “9301M Service Mechanic Specialist (Mobile)” agreement letter dated May 1, 2023, the mobile workforce will include 9301M Service Mechanic Specialist (Mobile) positions. Refer to that agreement letter for initial and future staffing information.

In accordance with the “Gas System Modernization Program II (GSMP II) Extension” agreement dated December 29, 2023, the Company will post an initial seven (7) 9313N Street Inspector (Working) positions within the Gas Construction mobile workforce. These positions will be non-HBR and will receive the daily travel stipend based upon where their job assignment is located each day. The number of 9313N Street Inspector (Working) positions within the Gas Construction mobile workforce shall not exceed twelve (12).

The process for filling mobile workforce positions shall be as follows:

- Qualified applicants within the Mobile Division shall first be offered positions based on seniority.

- If no qualified applications are received from within the Mobile Division where the vacancy exists, qualified applicants from Field Operations within the region shall be offered the position based on seniority.
- If no qualified applications are received from within the Mobile Division or Field Operations region where the vacancy exists, qualified applicants from all other UA Local 855 locations shall be offered the position based on seniority.
- If there are not enough qualified applicants from all other UA Local 855 locations, the vacancies shall be posted externally on PSEG.com.
- Notwithstanding any other provision of this agreement, the Company reserves its right to delay or deny a position to qualified applicants based on operating needs and to fill an entering level position with a direct, external hire.

All entering level positions (i.e., 9320N Utility Mechanics, 9302M Service Mechanics 1st Class, 9372 General Clerks) shall be posted simultaneously in all UA Local 855 locations for a period of ten days. Anyone accepting an entering level position from outside the mobile workforce shall be required to sign a letter agreeing to waive their accumulated seniority for all intents and purposes and assume a new seniority date effective the date of their transfer. Employees who refuse to sign the letter shall not enter the mobile workforce.

Work Groups/Vacation Selection

For purposes of seniority as it relates to vacation selection: all mobile workforce employees per division will be considered one work group and a separate pool of employees.

Hours of Work

The normal hours of work will be 7:00 AM to 3:30 PM, Monday through Friday. The mobile workforce will report directly to the designated remote site and be ready for work at the start of their shift.

Daylight Savings Time - 10 Hour Workdays

During the period of Daylight Savings Time (from mid-March through early November), the Company may schedule the mobile workforce to work a four-day/ten-hour workweek provided business conditions permit, and at management's discretion. When such schedule is to be made, a minimum of one weeks' notice will be provided to the Union. The hours of work would be 7:00 AM to 5:30 PM at regular pay, and the regular workweek would be Monday through Thursday with a half hour unpaid lunch period. Friday and Saturday will be considered first days of rest, and Sunday will be considered the second day of rest for purposes of pay treatment. During the four-day/10-hour work schedule, overtime shall be paid at the appropriate rate per the Collective Bargaining Agreement for hours worked outside the schedule. Overtime assignments on scheduled days off shall be made in 10-hour increments. A minimum of one weeks' notice will be provided to the Union prior to reverting back to the five-day/ 8-hour workweek.

Holiday Pay:

Employees are entitled to a holiday, as listed in the Collective Bargaining Agreement, off with regular pay (10 hours) if the holiday is observed on one of the regularly scheduled basic workdays within their basic 4-day workweek. When such employees are required to work on a holiday which is observed on one of their regularly scheduled basic workdays within the basic 4-day workweek, they shall be given the regular holiday pay (10 hours) and, in addition, one and one-half times for all time worked

within their regularly scheduled working hours on the holiday. Hours worked outside of the regularly scheduled working hours on a holiday observed on one of the employees' basic workdays within their basic 4-day workweek shall be paid for at two and one-half times their regular hourly rate.

Employees shall be given the regular holiday pay of 8 hours at straight time when any of the holidays are observed on their days of rest. When employees are required to work on a holiday that is observed on their days of rest, they shall be given the regular holiday pay (8 hours) and, in addition, one and one-half times their regular hourly rate for all time worked within the regularly scheduled working hours on the holiday.

All other hours worked on a holiday observed on an employee's day of rest shall be paid at two and one-half times their regular hourly rate.

Employees who are required to continue work for more than 15 minutes beyond their normally scheduled quitting time shall be entitled to a meal paid for or provided by the Company and to an additional meal for each additional 5 hours worked thereafter.

Days off for "Death in Family" shall be paid at the rate of 10 regular hours of pay.

Vacation and disability benefits will accrue on an equivalent hour basis. Vacation and illness absences on a 10-hour workday will be paid and charged on an hourly basis. Additional part day personal absences taken to round off vacation entitlement hours to obtain full vacation days shall not be charged to an employee's availability.

Floating Holidays will be used on an hourly basis (maximum 16 hours per year). At the employee's option, a floating holiday may be taken at the rate of 8 or 10 hours of pay during this period. Additional part day personal absences taken to round off floating holiday entitlement hours to obtain full days shall not be charged to an employee's availability.

Family and Medical Leave Act (FMLA) hours will be used on an hourly basis.

Employees assigned to the Edison Training Center for more than 2 days will be returned to the 8-hour 5-day work schedule for the duration of the training, and for not less than an entire work week.

Overtime

All mobile workforce employees per division will be considered one work group and a separate pool of employees for purposes of required overtime. Assignments shall be made in order of lowest to highest overtime hours once all volunteers have been exhausted. It is the Company's intention to have equitable distribution of overtime amongst the mobile workforces in each division.

Lock-In Periods

Per the "Entering Level Positions - 5-Year Lock-In Period" agreement dated June 30, 2016, locked-in Field Operations employees are permitted to bid on mobile workforce positions. However, if Field Operations employees are awarded a mobile workforce position, their 5-year lock-in period shall continue. They shall be precluded from bidding on any position outside of the mobile workforce, including positions represented by other labor unions, as well as precluded from bidding between departments, for the remainder of the 5 years (e.g. a mobile Service Mechanic 1st Class may not bid on a mobile Utility Mechanic position, and viceversa).

Travel Stipend

Mobile workforce employees will receive a daily travel stipend based on where their job assignment is located for the day.

The daily travel stipend will not be paid when employees are assigned to report to their Hub district for a full day so long as notice was provided prior to the end of the previous business day's shift. When required to report to the Edison Training Center for training, all employees will receive a remote reporting allowance in accordance with the Collective Bargaining Agreement in lieu of the daily travel stipend.

Stipends are as follows, and cover all commuting costs including tolls, parking, etc.:

- \$45 per day if reporting to an assignment within the Hub district.
- \$55 per day if reporting to an assignment outside of the Hub district, but within the Division.
- \$60 per day if a Northern or Southern Division mobile workforce employee is assigned to report to a location in the Mid-Central Division, or vice versa.
- \$70 per day if a Northern Division mobile workforce employee is assigned to report to a location in the Southern Division, or vice versa.

Automotive and Materials Management Support

Vehicles utilized by the mobile workforce may be serviced by any of the districts within the mobile division, with the exception of emergency road calls which may be performed by any one of the field locations. Materials required by the

mobile workforce may be sourced, provided, delivered, etc. by any UA Local 855 represented storeroom location.

General

The parties agree to review workload annually.

This agreement does not restrict the Company's right to utilize outside contractors.

Either party may request a Newark level meeting to discuss any aspect of this agreement.

Unless otherwise specified in this agreement, all other aspects of the Collective Bargaining Agreement apply.

S/Christopher M. Munyan

S/Gregg Murray

**SCHEDULE D
LETTERS OF INTENT**

Note: The following letters have been arranged for ease of reference and do not necessarily apply only to the operating area under which heading they appear.

SUBJECT DATE PAGE

TRANSPORTATION

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5/18/98

**GARAGE PROGRESSIVE TRAINING AND
EVALUATION PROGRAM
AUTO TECHNICIAN 2ND CLASS TO AUTO
TECHNICIAN 1ST CLASS**

The following program shall be used in the Garage for the purpose of training and testing Auto Technicians 2nd Class. It is designed to improve performance, increase incentive and provide automatic promotion from Auto Technician 2nd Class to Auto Technician 1st Class. Auto Servicers may also volunteer to receive this training.

In order for employees, other than incumbent Auto Technicians 2nd Class, to be eligible for this Program they must possess the following minimum qualifications:

- a) Satisfactorily pass the hiring tests.
- b) Possess a Driver's License valid in the State of New Jersey.

There will be no automatic promotion from Auto Servicer to Auto Technician 2nd Class. Employees shall advance to Auto Technician 2nd Class through the regular bidding procedure.

In order for employees to qualify for automatic promotion from Auto Technician 2nd Class to Auto Technician 1st Class they must meet the following qualifications:

1. Their overall job performance as Auto Technician 2nd Class must be satisfactory.
2. They must successfully demonstrate their mechanical ability through hands-on testing.
3. They must successfully pass the written tests.

Written tests and demonstrations of the training covered shall be taken by the Auto Technician 2nd Class at prescribed intervals which, along with the evaluation of mechanical ability shall determine the employee's eligibility to continue in the Program. The written tests will be pass-fail tests. The passing grade on any written test will be 70%. The 70% grade shall be determined by averaging the employee's scores on all

modules first within the introductory training segment and then within the advanced training segment.

Introductory automotive training and testing will be given during the probationary period of the Auto Technician 2nd Class. Individuals who fail to successfully complete this part of the Program will be returned to the classification from which they came. Advanced training and testing will be given to employees who successfully complete the introductory training.

If an Auto Technician 2nd Class successfully meets qualifications 1 to 3 above, the individual shall be automatically promoted to Auto Technician 1st Class after completion of six months at the top step of the Auto Technician 2nd Class classification.

If an employee in the job classification of Auto Technician 2nd Class fails to qualify during advanced training the employee will be retrained and retested. If employees fail the second time they will not be retested unless it can be demonstrated that definite steps toward self-improvement, such as successful completion of appropriate outside educational courses, have been taken.

If the normal complement of the Auto Technician 2nd Class group is filled with employees who are not qualified to advance, one or more of the junior Auto Technician 2nd Class employees who do not qualify may be returned to the classification from which they came to give others the opportunity to qualify for advancement.

All incumbent employees in the Auto Technician 2nd Class classification must satisfactorily pass the training and testing program in order to advance.

S/A.S. Pezzulo
S/Patrick D. Ryan

Explanation of Revision: Letter dated 5/1/96 revised to reflect change in testing to several modules and the determination of a passing grade.

11/18/13

9352 – AUTO TECHNICIAN 2/C

This confirms pursuant to our discussion, and the purposes of the CBA and specifically Article IV, the position of 9352 – Auto Technician 2/C is considered the entry level position in the transportation/garage group. As such, applicants wishing to be considered for employment in the transportation group must meet the minimum qualifications for 9352 – Auto Technician 2/C as delineated in the Schedule D letter – **Garage**

Progressive Training and Evaluation

Program – Auto Technician 2nd Class to Auto Technician

1/C dated May 18, 1998.

S/Patrick Doonan

S/ Harrison Burd, Jr.

5/01/05

HIRING OF ADVANCED LEVEL AUTO TECHS

The following reflects the understanding for hiring of advanced qualified Automotive Technicians in the Transportation Department.

All individuals entering the Transportation Department shall be subject to the appropriate hiring test. Individuals with any of the following ASE certifications or five years of verifiable Class A Automotive Technician experience shall begin at the top step of 9352 - Auto Technician 2/C.

Auto & Light Trucks

- Engine Repair
- Manual Drive Train & Axles
- Brakes
- Light Vehicle CNG
- Automatic Transmission/Transaxle
- Suspension & Steering
- Electrical/Electronic Systems
- Engine Performance
- Advance Engine Performance

Medium/ Heavy Truck

- Gasoline Engines
- Drive Train
- Suspension & Steering
- Diesel Engines
- Brakes
- Electrical/Electronic Systems

All employees entering the 9352 – Auto Technician’s 2/C classification with ASE certification(s) may be assigned any automotive mechanical and repair work excluding air brake and oxyacetylene work. They must also successfully complete the following components of the Automotive Apprentice Program:

Oxygen Acetylene Welding, Basic Hydraulics, Air Brakes, Backhoe & Trencher.

All individuals currently in the 9352 – Auto Technician 2/C classification that currently possess a valid ASE Certificate(s) as outlined above or five years of verifiable Class A Automotive Technician experience shall also be advanced to the top step of their classification.

S/A.S. Pezzulo
S/Robert H. Callahan

5/01/05

**VOLUNTARY ASE CERTIFICATION
AWARD PROGRAM**

The Transportation Department of Gas Delivery is pleased to offer an incentive and opportunity to update and enhance existing automotive technician’s skills. Certification offers pride and prestige as well as proficiency and self-confidence. The program works as follows:

The program is voluntary and open to all Automotive Technicians including Garage Leaders.

Auto Technicians shall prepare for and take ASE Certification exams on their own time.

For each ASE Certification earned and/or renewed, Auto Technicians shall be awarded 50 Points of Excellence under the Company's recognition Program. Awards shall be granted upon presentation of an original ASE certificate. Fees incurred for ASE training shall be reimbursed in accordance with Article VIII (g).

The ASE certifications that fall under this program are as follows:

- Auto & Light Trucks
 - Engine Repair
 - Manual Drive Train & Axles
 - Brakes
 - Heating & Air Conditioning
 - Light Vehicle CNG
 - Automatic Transmission/Transaxle
 - Suspension & Steering
 - Electrical/Electronic Systems
 - Engine Performance
 - Advance Engine Performance
- Medium/ Heavy Truck
- Gasoline Engines
 - Drive Train
 - Suspension & Steering
 - Diesel Engines
 - Brakes
 - Electrical/Electronic Systems
 - Collision Repair & Refinish
 - Painting & Refinishing
 - Structural Analysis & Damage Repair

- Non-structural Analysis & Damage Repair
- Mechanical & Electrical Components

S/A.S. Pezzulo
S/Robert H. Callahan

5/01/05

**ROTATING WORK HOURS –
TRANSPORTATION DEPT.**

Automotive Technicians entering the Transportation Department shall be required to work hours alternating between 8 a.m. - 4:30 p.m. and 3:30 p.m. - 12 midnight, Monday through Friday. Garage Leaders shall be excluded.

Alternating work hours shall be instituted only after there is a complement of at least two available employees. Alternating work hours shall be distributed equally among available employees.

Existing transportation employees may opt to be included or exempt from working alternating hours. However, once an employee opts to be included they forego indefinitely the option to be exempt.

An alternating work hour schedule shall be prepared twice each year. Changes may be made to the alternating work hour schedule when necessary to fill vacancies due to absences and other reasons. When an employee's alternate work hour schedule is changed they shall be subject to the provisions of Article V(c)1.

Transportation employees may elect to exchange their alternating work hours schedule with other employees subject to supervisory approval.

S/A.S. Pezzulo
S/Robert H. Callahan

4/19/24

AUTO TECHNICIAN STAFF AUGMENTATION

With the anticipated increase in vehicle assets and a greater focus on performing mobile work in the field, the Company will be adding seven (7) additional 9352 Auto Technician 2nd Class positions at various locations to supplement existing Gas District Garages. The additional staffing is as follows:

- Clifton – 2 positions
- Oakland – 1 position
- New Brunswick – 2 positions
- Plainfield – 1 position
- Audubon – 1 position

These staffing additions will provide regional support and mobile garage services and will be part of the District Garage rotation between day and night shift. Mobile Garage services will be provided by senior volunteer of day shift rotation. If no volunteers, the Company may force employees by reverse seniority.

This additional staffing is not a guaranteed increase to Gas District Garage headcount and the filling of any future vacancies will be determined by the Company.

The Company and the Union agree that the hiring of these additional 9352 Auto Technician 2nd Class positions satisfies the Company's commitment in the Memorandum of Understanding dated, March 10, 2023, to create two Garage Mechanics in the Gas Construction Mobile Workforce.

S/Christopher M. Munyan
S/Gregg Murray

**SCHEDULE D
LETTERS OF INTENT**

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10/10/02

GUIDELINES FOR UPGRADING EMPLOYEES

1. If it is known at the beginning of a regular work day that there will be necessity for upgrade during the day, the employee will be upgraded for the full day.

Exceptions to this rule would be made when the upgrade is to be for a known length of time such as to fill in for an employee's absence due to rest time, meetings, or personal business. Under these circumstances upgrade time would be to the next higher whole hour or for four hours in the case of a Supervisory Conference meeting.

2. In all other situations during the regular daily work period, upgrade time will be for the full day if upgraded before the first four hours of work are completed. If it is necessary to upgrade employees after the first four hours of their regular work day, the employees will be upgraded for four hours except if replacing employees who leave the job because of sickness then the upgrade will be for the actual time worked.

3. If the upgraded employee works beyond the regular hours of work on work of the employee's own or a lower classification, the upgrade will terminate at the end of the regular work day and the employee will be paid overtime based on the rate of the employee's regular classification.

4. During overtime periods upgrade will be only for the actual hours worked on the higher job, except that if employees are upgraded on a callout they will be paid at the upgraded rate for the minimum callout period.

5. When the upgrade is expected to be greater than three (3) work days, the Company will endeavor to upgrade the senior qualified employee. However, this is not intended to change practices presently in effect. Upgrades to 9300S and 9310S shall be rotated among a minimum of three senior qualified volunteers.

S/ A.S. Pezzulo

S/ Robert H. Callahan

Explanation of Revision: Letter dated 7/14/67 revised to add new #5 covering upgrading of senior qualified employees.

Letter dated May 1, 1996 revised to delete 9313S from item #5.

7/19/63

MEAL MONEY PAYMENTS

The following instructions concerning meal money payments to "standby" and "callout" employees have been sent to our field locations:

MEAL MONEY FOR "STANDBY" AND "CALL-OUT" EMPLOYEES

Question: Is there any difference between "standby" and "callout" employees when determining meal money payments?

Answer: No. For meal money purposes, the same methods are used.

MEAL MONEY ON CALLOUT DURING MEAL PERIOD

Question: Is an employee entitled to a meal money payment if called out for immediate work during one of the scheduled meal periods as listed in Article V, Section (i) 5?

Answer: Yes. If an employee is called out and time starts during one of the scheduled meal periods, the employee is entitled to a meal money payment.

S/C.D. James

7/14/67

CLARIFICATION OF ARTICLE V(o)

During negotiation of the Agreement between the parties effective May 2, 1967, it was agreed that the following would apply:

It is the Company's position that supervisory employees conform to the language and spirit of the Agreement between the parties as expressed in Article V(o).

It is not the intention that a Supervisor routinely perform the duties of a storekeeper, dispatcher, clerk, or any

other job normally performed by bargaining unit personnel except where it is necessary in the fulfillment of the supervisor's own supervisory responsibilities, in emergencies, or in giving occasional assistance.

S/W.K. Huggler
S/John C. Turbett
S/John J. Sheehan

5/1/05

JOB SECURITY

During negotiation of the Agreement between the parties, the Company stated that in the event of a layoff or curtailment, it would endeavor to retain the wage rate of employees with eighteen (18) or more years of service unless prudent financial judgment dictates that such a policy cannot be supported at the time.

It is understood that the implementation of this policy may require transferring such employees to different job classifications and/or to different Divisions (see Schedule D - Definition of Divisions) or Districts.

This policy does not pertain to employees that have been promoted to temporary positions.

In the event of any unforeseen situation where the need for a layoff arises, the Company and the Union will meet immediately with the intention of working together to preclude the need for a layoff.

S/A.S. Pezzulo
S/Robert H. Callahan

Explanation of Revision: Letter dated 5/1/96 revised to remove reference to 1996 Agreement.

5/1/05

REMOTE REPORTING FOR TRAINING

During negotiation of the Agreement it was agreed to assign employees to remote report for training.

When so assigned, employees will report directly for the training sessions. The courses shall begin at 7:30 a.m. and conclude at 3:00 p.m., allowing for 30 minutes of travel at the beginning and at the end of the basic workday.

The below allowances were negotiated by the parties. Employees shall receive an allowance for each round trip as follows:

	To Edison*	To Springfield	To Newark	To Burlington	To Clifton	To Oradell	To Plainfield
From:							
New Bruns.	\$15.81	\$17.15	\$17.15	---	---	---	\$15.81
Plainfield	\$15.81	\$15.81	\$17.15	---	---	---	---
Sayreville	\$15.81	\$17.15	\$17.15	---	---	---	\$17.15
Clifton	\$17.15	\$17.15	\$17.15	---	---	\$15.81	\$17.15
Orange	\$17.15	\$17.15	\$15.81	---	\$15.81	---	\$17.15
Trenton	\$23.89	\$33.38	\$33.38	\$17.15	---	---	\$33.14
Burlington	\$23.89	\$33.38	\$33.38	---	---	---	\$33.14
Audubon	\$33.38	\$34.23	\$34.23	\$17.15	---	---	\$34.23
Oradell	\$23.89	\$23.89	\$23.89	---	\$15.81	---	\$23.89
Oakland	\$33.38	\$23.89	\$23.89	---	\$15.81	\$15.81	\$34.23

*Edison shall include the Edison Training & Development Center, the Gas Learning Center, and the Fleet Maintenance Center.

GENERAL USE OF PERSONAL AUTOMOBILES FOR COMPANY BUSINESS \$/MILE = IRS LIMIT

In addition to the above allowances, reimbursement will be made for highway tolls and parking fees, when Company facilities are not available, upon presentation of a receipt.

Other Company locations may be added, if the need arises, and travel allowances will be established by the Company at rates similar to the above schedule.

Travel allowances to other than Company locations will be established through discussion between the Company and Union.

Explanation of Revision: Revised to reflect change in classroom time, add the Fleet Maintenance Center as a training location, and reflect the three facilities located in Edison.

S/A.S. Pezzulo
S/Robert H. Callahan

5/1/05

ORGANIZATIONAL CHANGES

During negotiation of the Agreement it was agreed to make changes in the contract language to reflect the current Gas Delivery organization.

Should any dispute arise regarding these changes, with the exception of Articles IV(a), IV(k) and VIII(d), the contract language in the Agreement dated May 1, 1987 shall prevail.

Explanation of Revision: Letter dated 5/1/96 revised to reflect present Gas Delivery organization.

S/A.S. Pezzulo
S/Robert H. Callahan

5/1/05

DEFINITION OF DIVISIONS

During negotiation of the Agreement between the parties, it was agreed that the Company Divisions referred to in this Agreement are recognized as follows:

Southern

Plainfield, New Brunswick, Audubon, Burlington, and Trenton Districts;

Northern

Oradell, Clifton, Oakland, and Orange Districts.

S/A.S. Pezzulo
S/Robert H. Callahan

Explanation of Revision: Letter dated 5/1/92 revised to reflect current organization and subsequent agreement between the parties dated 2/27/04.

5/01/23

SAFETY FOOTWEAR

This letter reflects agreement reached between the parties concerning the Safety Footwear Program. The Company will reimburse the cost of safety shoes, up to \$130 effective May 1, 2023, 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:

	<u>Eff. 5/01/23</u>
For oxford type	\$85
For 6" and under 8"	\$90
For 8" and above	\$102

S/Christopher M. Munyan
S/Gregg Murray

5/1/23

**ELECTRONIC FUNDS TRANSFER/MAILING OF
PAYCHECKS AND
PETTY CASH REIMBURSEMENTS**

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.

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.

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

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 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.

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

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.

S/Steven H. Banks
S/Gregg Murray

5/1/23

COFFEE BREAK

1. Employees shall be entitled to a fifteen minute coffee break to be taken at the job site or in their assigned vehicle.

Explanation of Revision: Letter of May 1, 1996 revised to delete item 3. Letter of May 1, 2023 revised to delete item 2.

S/Steven H. Banks
S/Gregg Murray

5/1/96

EMPLOYEE INDOCTRINATION

During negotiation of the Agreement effective May 1, 1996, the parties agreed after the conclusion of negotiations to work together with the Gas training staff to include the Union in the role of new employee Indoctrination.

S/R. F. Henrich
S/Patrick D. Ryan

3/1/00

SAFETY AND L855

In order to ensure L855's active participation in the safety program, the following procedure for appointing members onto safety councils will be followed by all parties involved at L855 represented locations.

This procedure will also be adhered to when it becomes necessary to remove members from the councils:

For placing members onto the safety councils, the Company and L855 have agreed to select members only after discussion and agreement between the local manager and Union Steward. Disagreements will be forwarded to the Business Manager of L855, and the Company's Industrial Relations Manager for final resolution.

When either the Company or the Union feel that it may be necessary to remove a council member (mid-term), discussions will be held locally between the Manager and Union Steward. If agreement cannot be reached, as to the appropriate actions to be taken, then the matter shall be referred to the Business Manager of L855 and the Industrial Relations Manager for final resolution. Both parties agree not to exercise this option in an arbitrary and/or capricious manner.

S/A.S. Pezzulo
S/Robert H. Callahan

4/12/00

STORM PLANS

The following Agreement has been reached between the Company and L855:

In the event of an emergency or storm, the Company agrees to fully utilize (exhaust) all available L855 resources prior to using other resources.

We agree to meet to discuss and formulate more detailed emergency preparedness plans.

In the event of an emergency, prior to taking action or at the soonest practical time, we will contact the Business Manager of L855 to discuss next steps.

S/A.S. Pezzulo
S/Robert H. Callahan

12/19/05

GAS DELIVERY - PROVIDING HELP TO ANOTHER UTILITY FOR MUTUAL ASSISTANCE

Dear Mr. Callahan:

The Company and the Union agree to work under the following guidelines when working at another utility for Mutual Assistance:

1. When the Company requires employees to be away from their homes overnight, the Company shall pay for adequate lodgings and meals, and shall advance money therefore when requested by employees in such cases (Article V, Section (h) in the CBA).
2. When sending Bargaining Unit employees on a Mutual Assistance assignment, the Company will notify the

Business Manager of U.A. Local 855 or their designee as soon as possible.

3. Volunteers for the Mutual Assistance assignment are to be solicited by using the seniority list.
4. The Company will make every reasonable effort to assure adequate lodging before committing personnel to provide such assistance. Assigning personnel to lodge in areas without power will be avoided, whenever possible.
5. The Company will make every reasonable effort to determine the following prior to the employees departing to the host utility: type of restoration work to be performed in the service territory requesting mutual assistance.
6. In an effort to maximize restoration work time, the Company will make every reasonable effort to ensure that employees will work 16 hours when at a foreign utility. This does not apply to travel days – in route to, and returning from, the foreign utility.
7. The time taken to consume all meals will be applied as part of the normal workday. Since the main purpose of mutual assistance is to restore customers, every effort must be made by our employees to eat their meals in a reasonable time period. Meals will be adequate, defined as three meals per day, except where employees' work hours entitle them to a fourth meal. Only meal allowances will be paid for meals that are not eaten. Except on travel days, meals will generally be taken in the following manner:
 - a. **Morning Meal Period - Normally 6:30AM to 7:00AM** - Personnel will be given a predetermined time by the Supervisor. Personnel lodged at a location where there are adequate

restaurant facilities shall begin the day with the morning meal and be paid for the time to consume it. Those personnel lodged in locations that do not have restaurant facilities shall start the day at the reporting time and be paid for their travel time and meal of the hour that the morning meal is consumed.

- b. **Mid - Day Meal Period - Noon to 12:30PM** - This meal will be furnished or paid for the Company. If the meal is not taken during the normal meal period, the time to consume it will be paid in accordance with the Agreement.
- c. **Evening Meal Period - Normally 6:30PM to 7:00PM** - The evening meal will be furnished or paid for by the Company and will be taken at the time of the normal work period if consistent with the restoration effort. This meal may be taken at the end of the workday if more convenient and personnel will be paid for the time to consume it.
- d. **Fourth Meal Period - 11:30PM to Midnight** - Should personnel work into the fourth meal period of the day, they will be entitled to a fourth meal and be paid for the time taken to consume it. If the workday ends prior to the fourth meal period, only the three adequate meals addressed above will be furnished or paid for by the Company.

- 8. No alcoholic beverages are to be consumed during the workday, including all meal periods, in accordance with our Drug and Alcohol Policy. During mutual assistance assignments, employees are subject to DOT Commercial Drivers License and safety sensitive provisions including no alcoholic beverages consumed four hours prior to the start of the workday.

9. When employees are assigned to work for another utility for Mutual Assistance, all classifications shall be paid either the Company rate or the comparable rate established by the requesting utility company, whichever is greater. Likewise, the more favorable overtime provisions shall be used in calculating premium pay except in cases where the host utility pays a higher premium for working more than 16 hours.

All regularly scheduled work hours during the basic workweek of Monday through Friday will be paid at the rate of time and one half. These hours will not be added to the overtime list.

10. Employees will work under our own safety rules and work practices at all times. While working at the host utility, employees must exercise caution, recognizing the possibility that the construction standards and plant conditions of the host utility may differ from our own.
11. Employees without a valid driver's license are not eligible to volunteer for Mutual Assistance requests.
12. An individual who is on standby or on schedule will be precluded from a Mutual Assistance assignment.
13. Either side may request a meeting to discuss concerns about this Agreement.

S/A.S. Pezzulo
S/Robert H. Callahan

4/08/02

RETURN TO WORK EXAM TRANSPORTATION

This confirms our understanding regarding employees subject to a return to work exam following an illness or injury.

At management's discretion, employees may be provided with a Company vehicle to transport themselves to a designated Company medical facility for the exam. The employee may be required to first report to a Company work location to obtain the vehicle. Employees may also be required to provide their own transportation.

Consistent with Article V(h) employees shall be paid for traveling time plus the cost of transportation that exceeds their normal cost and time to travel to their usual working place. Employees not required to depart for the exam appointment before their normal departure time, and those traveling to/from their exam exclusively during regular work hours, shall not be paid for travel time in excess of their normal commute time.

Costs to be reimbursed shall include tolls, parking, and mileage at the IRS rate for personal vehicle miles driven (in excess of the normal commute), public transportation costs, and other reasonable costs.

S/A.S. Pezzulo
S/Robert H. Callahan

5/01/05

**GUIDELINES FOR HIRING
NON-PERMANENT (NP) and PERMANENT
UTILITY MECHANIC APPRENTICES**

Probationary Period

The 12-month probationary period begins the day of hire. For a NP Utility Mechanic Apprentice (UMA) who becomes permanent, the probationary period is retroactive to their initial date of hire as long as they do not have a break in service. If there is a break in service, the probationary period begins with the most recent hire date. The probationary period ends after 12 consecutive months of employment.

CDL License

Non-perm UMA's are not required to possess or obtain a CDL license. However, if they elect to pursue obtaining a CDL "A" license during their employment as a NP employee they shall be permitted to utilize the training offered at one of the Company sponsored field sites and also receive the applicable reimbursement in accordance with the Collective Bargaining Agreement.

Permanent UMA's must obtain their CDL "A" license within 12 months of hire or within 12 months of becoming a permanent UMA. Employees who fail to get their CDL "A" license within these periods shall be discontinued even if beyond their probationary period.

Pay Rates

Non-perm UMA's shall begin at the 1st pay step unless they hold a CDL "A" license. Non-perm UMA's with the necessary CDL "A" license shall begin at the 2nd pay step of the UMA classification.

Permanent UMA's shall begin at the 1st pay step unless they hold a CDL "A" license and/or have relevant previous experience and qualifications, as determined by the hiring manager, warranting a higher starting rate. Employees meeting either of these criteria shall start at the 2nd pay step of the UMA classification.

All permanent and non-permanent UMA's beginning at the 1st pay step shall advance to the 2nd pay step after six months in the classification, or upon obtaining their CDL "A" license, whichever occurs sooner. UMA's shall not advance beyond the 2nd pay step while in the UMA classification.

Promotion to Utility Mechanic (UM)

All UMA's must remain in the classification for a minimum of 12 months and shall be promoted to Utility Mechanic only after they have successfully completed Sessions I and II training in accordance with the Distribution Department Apprenticeship Program, and also obtained their CDL "A" license.

Floating Holidays

Permanent and NP employees are entitled to up to two floating holidays in a calendar year in accordance with the floating holiday matrix.

Vacation Accrual

Non-permanent UMA's do not accrue vacation time. If they are successful in obtaining a permanent position, they shall begin to accrue vacation in the month they become permanent. However, when determining vacation accrual overall service time including that as a NP employee shall be considered.

Seniority

Seniority for all UMA's is defined and in accordance with Article IV of the UA Local 855 CBA (length of continuous service).

Job Openings

All UMA's may submit applications for all job-opening notices. When filling positions qualified permanent employees shall be given preference over qualified non-perm employees. However, qualified non-perm employees shall be given preference for positions within their district prior to considering qualified permanent employees from another district.

S/A.S. Pezzulo
S/Robert H. Callahan

5/01/05

NON-PERMANENT CLERICAL EMPLOYEES

The Company shall hire no more than one non-permanent 9372 - General Clerk in each gas District. Candidates shall be subject to pre-employment testing to determine their qualifications for obtaining a permanent position. They shall be paid in accordance with Schedule A of the Agreement.

Non-permanent clerical employees may be hired in a district provided the number of permanent administrative clerks on the payroll does not fall below the following number for the district.

*Plainfield 4 Oakland 4
*Trenton 4 Oradell 4
New Brunswick4 *Clifton 6
Burlington 4 *Orange 3
Audubon 4

The Company agrees not to utilize outside temporary placement agency clerical employees during the term of the Agreement. The Company shall transition from and discontinue all temporary agency employees within 90 calendar days of the effective date of the Agreement.

Non-permanent clerical employees shall be assigned clerical work in accordance with the Job Specifications of the 9372 General Clerk and shall not be upgraded nor assigned to work in the dispatch office.

Non-permanent clerical employees shall not come under the employee benefits plans provided by the Company and may be released by the Company at any time.

*Notes:

The Clifton and Orange numbers will change to five (5) and four (4) through normal work force attrition when the first opening occurs in Clifton.

The numbers for Trenton and Plainfield are adjusted from current clerical headcount and are the current planned minimums at each location. They allow for the continued remote reporting of one clerk from Trenton to Plainfield. Both Plainfield and Trenton may utilize this provision while the Trenton Clerk continues to report to Plainfield.

S/A.S. Pezzulo
S/Robert H. Callahan

5/01/05

ARBITRATION PANEL

This confirms during negotiation of the Agreement effective May 1, 2005, the parties agreed to work towards establishing a regular panel of neutral arbitrators from which to choose for grievances advanced to the Fourth Step.

S/A.S. Pezzulo
S/Robert H. Callahan

5/01/05

HEALTH CARE COST CONTAINMENT COMMITTEE

This confirms the Company and the Union have agreed that during the term of this Agreement the Health Care Cost Containment Committee shall continue to meet not less than once every other month (unless mutually agreed otherwise). Further, it is agreed that attendance at each meeting will include up to two union representatives from each union.

S/A.S. Pezzulo
S/Robert H. Callahan

8/5/10

**HEALTH CARE REFORM INITIATIVES 2010 –
IMPLEMENTATION OF PATIENT PROTECTION
AND AFFORDABLE CARE ACT (PPACA)**

This letter is a summary agreement between the parties to address items in the recently passed federal legislation pertaining to health care reform. The PPACA created several changes applicable to employer group plans that added substantially to the cost of providing health benefits to employees and retirees. These costs are borne primarily by the Company. The purpose of agreed upon changes is to partially offset some of these additional costs while extending a portion of the savings, and improved benefits to employees and retirees. Savings generated in health benefit plans are directly reflected in the premiums paid by employees and retirees.

Extension of coverage for adult children to age 26

The effective date for coverage applicable to adult children as required under the Patient Protection Affordable Care Act will be advanced to September 1, 2010. Employees shall be permitted to enroll such children under their health benefits coverage during the month of August with coverage effective the first of the month following enrollment. Employees who enroll their adult children must be aware that adding the adult dependent may change their monthly contribution. The Company will be required to follow all criteria outlined by the PPACA including the following:

1. Dental and vision coverage are excluded from this extension of coverage unless the dental and vision coverage are packaged with the medical plan.
2. Young adults are eligible for coverage regardless of their status as a dependent for tax purposes unless they are eligible for another employer sponsored health care plan.
3. The young adult may be married but the spouse and their children are not eligible for coverage.
4. Young adults living in another state must check to see if their parent's health plan provides medical services in the state they reside.

The parties will negotiate changes to the age 26 young adult clause that will follow the provisions under the PPACA that become effective January 1, 2014.

Early Retiree Re-Insurance Program (ERRP)

The Company has submitted its application to the Federal Government for reimbursement of certain medical claims for retirees under the age of 65. As soon as a response is received from the Government, the Company will notify the Union of the acceptance or rejection of the application. If the application is accepted, the Company will meet and discuss with the Union on the expected amount of re-imbusement and how those funds will be utilized to lower costs for the Company and to offset future cost increases for retired employees

Active Employee Preventative Health Care Coverage

The Company will advance the effective date for preventative health care services to 1/1/2012. Effective 1/1/2012 or sooner if possible, the Company will provide 100% coverage for preventative services without co-pays. The definition of preventative services will be defined by the Federal Government regulations

Flexible Spending Accounts (FSA's)

In accordance with the PPACA effective 1/1/2011, contributions to FSA can remain at \$5,000 however all over the counter drugs (OTC) will no longer be reimbursable through a FSA, unless the OTC drug is prescribed by their physician. If an OTC drug is recommended by the employee's physician, the employee should request a script from their physician which should then be submitted with the request for payment. Also in accordance with the PPACA, effective 1/1/2013, employees will only be able to contribute up to a maximum of \$2500 to a FSA.

Retiree Prescription Plan

Effective 1/1/2011, the Company will phase in an incentive formulary prescription drug plan for all eligible retirees, regardless of their age at retirement. An incentive formulary plan will not restrict drug coverage available, but will drive participants to utilize more cost effective drugs. The incentive formulary coinsurance rates will be phased in as listed below. The percentage represents the coinsurance for each drug purchased and the maximums represents the maximum out of pocket expense for the participant for each drug purchased.

Effective January 1, 2011:

- Retail
 - Generic - 15%; \$50 maximum
 - Brand Formulary – 15%; \$50 maximum
 - Non-Brand Formulary – 20%; \$75 maximum
- Mail Order (three month supply)
 - Generic - 15%; \$100 maximum

- Brand Formulary – 15%; \$100 maximum
- Non-Brand Formulary – 20%; \$150 maximum

Effective January 1, 2012:

- Retail
 - Generic - 15%; \$50 maximum
 - Brand Formulary – 15%; \$50 maximum
 - Non-Brand Formulary – 25%; \$75 maximum
- Mail Order (three month supply)
 - Generic - 15%; \$100 maximum
 - Brand Formulary – 15%; \$100 maximum
 - Non-Brand Formulary – 25%; \$150 maximum

Effective January 1, 2013:

In 2013, the Company will introduce a Medicare Part D Employer Group Waiver Plan (EGWP) with an incentive formulary for all post 65 retirees. An EGWP is a group sponsored plan with an enhanced Medicare Part D benefit. The EGWP permits use of 90 day retail through a network provider but does not permit mandatory generics or mail order requirements. The Company will with Medco to administer this plan for the Company. It is further understood that the EGWP is subject to regulations issued by the Department of Health and Human Services Center for Medicare and Medicaid Services and that the PSEG plan must comply with all Federal requirements related to Part D of Medicare and an Employer Group Waiver Plan. All pre-65 retirees will remain in the incentive formulary plan. The coinsurance rates for both the pre and post retiree prescription plans will be as follows:

- Retail – 30 day supply
 - Generic - 15%; \$50 maximum
 - Brand Formulary – 15%; \$50 maximum
 - Non-Brand Formulary – 30%; \$75 maximum
- Mail Order (three month supply) or Retail for EGWP (three month supply)
 - Generic - 15%; \$100 maximum

- Brand Formulary – 15%; \$100 maximum
- Non-Brand Formulary – 30%; \$150 maximum

With this plan design change, the Company and the Union both agree that no proposals will be submitted by either party on prescription plan changes for future retirees in the 2013 negotiations unless there is another significant change due to federal or state legislation.

S/Phil DiVuolo
S/Harrison Burd, Jr.

8/17/06

**PROJECT EMPLOYEES – GAS AMR INSTALLATION
(REVISED)**

Dear Mr. Gerrity and Mr. Callahan,

This Agreement reflects the changes agreed to by the parties and supersedes the previous Agreement of August 3, 2005. The following reflects our agreement for the use of project employees in the Gas Distribution Department for the Gas AMR Installation Project:

1. ***Existing and future project employees for the Gas AMR Installation Project shall be paid at a base rate of \$16.00 per hour; after six months on the project they will advance to \$17.00 per hour.*** They are also eligible to participate in the Shared Savings Program. The project employees will be hired for a limited period of time that may exceed 12 months but not to extend beyond the duration of the project expected to conclude by November 30, 2006. There are no guarantees of permanent employment for any project employee. Qualified Project Employees applying for non-permanent and permanent positions within Gas Delivery shall be granted an interview.

2. Project Employees, represented by the IBEW Local 94 or U.A. Local 855 will be entitled to bid for any position through the use of CareerLink, however, there is no guarantee of permanent employment. In cases where a Project Employee is offered a non-permanent or permanent union represented position with the Company, the Project Employee may be expected to stay with the AMR project until released by the project supervisor, however, their seniority date would be effective on the date that they accept the new position. All service time as a Project Employee shall count towards total service time with the Company.

If a Project Employee is retained on the AMR project after being offered and accepting a union represented non-permanent position, the hiring district may backfill the non-permanent position with another applicant until the Project Employee is released. While being retained on the project, however, a Project Employee may apply for permanent represented positions posted in the location where they have accepted the non-permanent position.

If a Project Employee is successful in obtaining a non-permanent or permanent IBEW represented position, their 12-month probationary period shall commence when they begin work in their permanent position.

If a Project Employee is successful in obtaining a non-permanent or permanent UA Local 855 represented position, their 12-month probationary period shall commence when they begin work in their new position.

3. Project employees shall not come under the employee benefit plans of the Company, except those benefit or tax plans that are required by law. The only benefit plans that are required by law include the following: a cash balance pension plan and the Savings Plan.

4. There will be no pre-employment testing required for any project employee. However, before any project employee applies for a permanent position with the Company, the project employee will be required to pass all applicable pre-employment testing. The hiring test for the Gas Department will be administered to project employees during their training period.

5. Project employees will be required to possess a valid driver's license. They must satisfactorily pass the initial Drug and Alcohol Screening.

6. If a Project Employee tests positive for drugs or alcohol during a Fitness for Duty test, the employee will be discharged with no opportunity for rehire.

7. Project employees must possess the skills to accurately read a gas meter, install and program the remote device, verify and record premise information. The Company will provide the project employees with required training on all PSE&G safety rules and requirements.

8. The Company will hire no more than fifty Project Employees to support the timely completion of this initiative. If additional project employees are required, advance discussion with both unions will occur. It is understood that the use of project employees will not result in the layoff of any permanent employee nor will it result in the reduction of the Normal Workforce. Union representation of these project employees will be divided equally between both unions.

9. The project employees will not be guaranteed a minimum number of hours per week; however they will be paid overtime for all hours worked in excess of 40 hours per week (Monday – Saturday) to be scheduled by

the company. Employees will be paid an overtime rate of one and one-half times their regular rate. Employees who report to work on inclement weather days will be paid a minimum of two hours pay for the day, if work is cancelled for the entire day.

10. Work on Sundays and Holidays will be paid at the appropriate rate.

11. The hours of work for project employee will be from 8:00 am to 4:30 pm except when assigned to work up to two hours before or after 8:00am. It is understood that project employees may be assigned to either a Monday to Friday, or Tuesday to Saturday workweek.

12. Project employees will receive a paid meal in accordance with the CBA.

13. Project Employees do not receive any paid days off other than holidays as noted below. All time off, including jury duty or illness, is without pay.

14. Project Employees are entitled to holidays as per the respective Collective Bargaining Agreements. If a Project Employee does not work the day before or after a holiday due to illness, or personal business, the employee is not entitled to holiday pay.

15. Project employee will receive all safety equipment required for the project.

16. Project employees will be required to report to any remote reporting location designated by the Project Manager. For the sake of this project, they will be assigned to the Company's Silver Lake Avenue, Edison facility as their normal reporting location. Project employees must have and maintain in legal operating condition, a motor

vehicle for use in performing assigned duties. When receiving daily assignments to report directly to a job site (other than Silver Lake Avenue) at the beginning of their regularly scheduled workday with their own vehicle, project employees will receive 20 dollars per day in addition to their hourly rate of pay. If the company provides a vehicle, then the project employees will receive 10 dollars per day when reporting directly to a job site at the beginning of their regularly scheduled workday.

17. Project employees will be required to affiliate with the Union representing them within thirty (30) days after the date of their employment and maintain membership in good standing in the Union with respect to payment of initiation fees and dues.

18. The Company will deduct from four paychecks each month one quarter of the monthly Union dues from each project employee, who in writing voluntarily authorizes the Company to do so. The company will remit these deductions to the Financial Secretary of the Union.

19. This project is expected to last for approximately a ten-month period starting in September of 2005. The work to be completed is in the Gas only franchise territory of PSE&G.

20. The Company and the Union shall have the ability to amend any part of this Agreement by mutual consent.

21. Job duties are limited to:

- Read all types of residential and small commercial gas metering devices on customers' premises, and make required data entries in conjunction with the AMR project.
- Must satisfactorily pass meter reading training.

- Must have an elementary knowledge of company meter codes.
- The project employees will be able to perform any work in association with the installation of Gas AMR modules, not to include meter changes, relights, or repairs. These employees will be under the direction of a Supervisor and/or Service Inspector during all work hours.
- Record reason for no access in accordance with established procedures.
- Report meters not included in assignment in accordance with prescribed procedure.
- Report all listed meters that cannot be located.
- Report any unusual conditions observed on customers' premises, including but not limited to indications of diversion of service as soon as possible, or immediately if an emergency exists, or recognition of mercury regulators.
- Answer customers' questions regarding the gas AMR project or other related matters of a minor routine nature and report such customer requests and complaints as cannot be handled in the field.
- Must be neat and accurate in work, as indicated by the ability to perform routine operations and to prepare forms subject only to supervisory check.
- Must be able to understand, transmit and apply oral and written instructions.
- Must have the ability to handle routine customer contacts in a pleasant and courteous manner.

Explanation of Revision: Revised in paragraphs 1, 2, and 16 to reflect agreed upon changes.

S/A. S. Pezzulo
 S/Robert H. Callahan
 S/John G. Gerrity

4/29/08

**ADVANCED METERING INITIATIVE (AMI) PHASE
ONE TECHNOLOGY EVALUATION**

Dear Mr. Gerrity and Mr. Burd,

The parties have agreed to develop a method to support the installation of the smart electric meters, gas meter retrofits, smart gas meters (if necessary) and all associated infrastructure equipment that would normally be installed or maintained by PSE&G. The agreement provides for one person to install both the electric and gas meters for the Phase One - Technology Evaluation of the AMI project. Any three phase electric meters will be done by the Meter Department in Electric Delivery at the affected locations. Any rotary or turbine gas meters will be done by Appliance Service Technicians in Gas Delivery at the affected locations. The parties will meet throughout the duration of Phase One and again at the conclusion of Phase One to review all cost and productivity data from Phase One of the project. This data will be used as the basis for continuation of Phase Two of the AMI project, if approved by the Company and the BPU. This agreement is a supplement to the existing "Crossover Work between Electric and Gas" agreement dated 5/1/96.

The parties agree to utilize employees in the Overhead and Underground Construction Departments within Electric Distribution for all installations, maintenance and repairs of any communication equipment that will be installed on Electric Distribution equipment such as transformers, capacitors etc. The installation and repair work will be coordinated through the Meter Group.

Phase One - Technology Evaluation

Scope of Work:

The Phase One Technology Evaluation Project is expected to start in the 2nd quarter of 2008 and will last approximately 6-8 weeks. The expected start date may change based on the pending approval from the BPU. The parties agree to share all cost and productivity data information gathered during the Phase One Evaluation throughout the course of Phase One and again at the conclusion of Phase One. Meters installed in Phase One include 32,500 electric and gas meter retrofits in the Totowa, Wayne and Patterson areas of New Jersey along with some surrounding areas. Copies of maps of the areas where the AMI meters are to be installed will be provided to the Unions.

General:

1. Normal hours of work will be Monday through Friday 7:00am- 3:30pm except for two employees who will be assigned to work from 1:00 pm to 9:00pm each weekday evening. Attachment 1 indicates the schedule rotation for the 1:00 – 9:00 schedule.
2. Any work performed outside the hours of work listed in paragraph (1) above will be done at the applicable rate in accordance with each Collective Bargaining Agreement.
3. The company agrees to provide strategic locations for the disbursement of any materials for the project.
4. All vacation selections made prior to assignment to the AMI project will be honored as per the respective Collective Bargaining Agreements. Any vacation request made outside of the normal vacation selection period will be granted based on operating conditions permitting.
5. Coffee breaks will be provided as per the respective Collective Bargaining Agreements.
6. The company will provide all appropriate Personal Protective Equipment (PPE) as required to all employees.
7. The parties agree to meet and discuss, in a timely manner, any issues that may arise throughout Phase One.

Administrative:

1. There will be fifteen employees from Electric Delivery, represented by IBEW Local 94, and fifteen employees from Gas Delivery, represented by Local UA855 assigned to this phase of the project. In addition, there will be one Chief Meter Technician and one Working Inspector assigned to the project. Employees will be selected on a volunteer basis based on seniority with one exception in Electric Distribution. Two Service Mechanics will be assigned to the project for the duration of the project. While assigned to this project, the Service Mechanics will not be responsible for their schedules back in the Division. While assigned to this project, U.A. Local 855 Gas Appliance Service Technicians will be responsible for any required overtime back at their respective districts and can volunteer for overtime at their respective district when its available, however, AMI project overtime will take priority before overtime back in their Gas Districts. The filling of standby and schedule assignments of the selected associates will be discussed with UA Local 855 following the filling of positions.
 - a. In Northern Division Gas the breakdown is as follows: posting will be for a Working Inspector from Clifton (backup WI from Oakland for illness, vacation) to perform oversight type work. The workers, Service Specialist's will be allotted as follows – six (6) from Clifton; three (3) from Oakland; three (3) from Oradell; three (3) from Orange; total fifteen (15). There will also be three backups trained for illness, vacation one (1) each from Oakland, Oradell, and Orange.
 - b. In Metropolitan Division the breakdown is as follows: one (1) Chief Meter Technician, six (6) Meter Technicians, two (2) Service Mechanics and six (6) from the Construction Department. An additional Chief Meter Technician from Electric will provide back up in the event of an illness, vacation.

- c. Costs will be calculated and separated that are associated with the support of the existing Districts/Divisions.
2. The respective union support of this effort will be offered initially to the Meter Department and Appliance Service classifications up to the number of employees that can be released by the operating division where the work is being performed. (see paragraph 1a and 1b above) Additional manpower may be achieved by using other classifications after being trained to perform the work. The company will provide cross-training to all employees as needed and enhancement training where applicable.
3. The successful candidates will be HBR and adhere to the agreement as per the respective C.B.A.
4. The successful bidders will be temporarily assigned to the project until its completion. The bidders will not be responsible for standby, schedules (see paragraph 1 above) or Division related overtime with the exception of emergency storm restoration at their home location until the completion of Phase One of the project. This group shall be responsible for all overtime required associated with this project. A combined list of employees will be created to establish a method to distribute overtime. UA Local 855 associates may volunteer for or be required to work overtime back in their respective divisions if operating conditions warrant such but the project overtime requirements will take precedence.

Phase Two – Continuation of Installations

Phase Two of the AMI installation is expected to start in 2009 after the Phase One data is evaluated and then approved by the Company and the BPU. Phase Two of the AMI project is expected to upgrade to a minimum of 100,000 smart electric and gas meters and gas meter retrofits or up to full implementation of the entire PSE&G franchise territory. Manpower needs, including use of full time Bargaining Unit Employees and use of Project Employees, will be discussed

with both IBEW L 94 and UA L855 after the Phase One Evaluation is completed, evaluated and reviewed with the Unions and the scope of the Phase Two Project is defined by the Company.

Ongoing Maintenance and Troubleshooting

As installations for the AMI infrastructure are completed within the applicable Division or District within PSE&G territory including the AMI: installations, retrofits, repairs, troubleshooting, maintenance and/or replacements of the communications infrastructure and electric and gas meters will be handled as currently practiced as per the respective C.B.A.

S/John F. Tiberi
S/Walter S. Yukniewicz, Jr.
S/Harrison Burd, Jr.
S/John G. Gerrity

7/25/08

**ADVANCED METERING INITIATIVE (AMI) PHASE
ONE TECHNOLOGY EVALUATION**

Dear Mr. Burd:

This letter supplements the agreement of the same name dated April 29, 2008 and confirms our discussion concerning the above.

Scope of Work:

The Phase I Technology Evaluation Project (Project) commencement has been delayed beyond the second quarter of 2008 as originally planned. In addition, it is expected the number of gas and electric meters installed and/or retrofitted in Phase I shall now be significantly less than originally planned.

General:

1. Attachment 1 has been revised to reflect the new staffing levels detailed below and the expected schedule rotation for Phase I of the Project.

Administrative:

1. There will be ten employees from Electric Delivery represented by IBEW Local 94 and ten employees from Gas Delivery represented by UA Local 855 assigned to Phase I of this Project.

1.a. The breakdown of UA Local 855 represented employees (Service Specialists) from Northern Division Gas shall be four (4) from Clifton; two (2) from Oakland; two (2) from Oradell; and two (2) from Orange; total ten (10). All other staffing levels remain unchanged from the original agreement plan at this time.

Attachment 1 (revised)
AMI Phase One Schedule Rotation

Week No.*	Employees Assigned to Work	
	<u>7-3:30 pm</u>	<u>1-9 pm</u>
1	8 Gas 10 Elec	2 Gas 0 Elec
2	10 Gas 8 Elec	0 Gas 2 Elec
3	8 Gas 10 Elec	2 Gas 0 Elec
4	10 Gas 8 Elec	0 Gas 2 Elec
5	8 Gas 10 Elec	2 Gas 0 Elec

6	10 Gas 8 Elec	0 Gas 2 Elec
7	8 Gas 10 Elec	2 Gas 0 Elec
8	10 Gas 8 Elec	0 Gas 2 Elec

* Should the project extend beyond 8 weeks, the above work schedule would be repeated until Phase One is completed.

S/Walter S. Yukniewicz, Jr.
S/Harrison Burd, Jr.

3/2/09

**ADVANCED METERING INITIATIVE (AMI) PHASE
ONE TECHNOLOGY EVALUATION**

This confirms on or about November 3, 2008 the Company advised UA L855 leadership that due to the present economic conditions, the above referenced project had been canceled with no current plans to commence the project in the future. However, should circumstances change and the Company determines to again commence this pilot within twelve months from its cancellation the parties shall utilize to the extent practical the same bargaining unit personnel from the initial project to complete the work in accordance with the April 29, 2008 and July 25, 2008 agreements.

S/Phil DiVuolo
S/Harrison Burd, Jr.

1/8/09

**PSE&G CARBON ABATEMENT/GREEN ENERGY
JOBS PILOT PROGRAM**

This confirms the above parties have met to discuss and reach agreement on the Company's Carbon Abatement Program designed to help achieve the objectives of the New Jersey Energy Master Plan (EMP).

On November 21, 2008 the New Jersey Board of Public Utilities (BPU) approved a four-year Carbon Abatement Program (Program) aimed at reducing energy usage in New Jersey. The Program shall commence within designated urban enterprise zones located within PSE&G's franchise area. This initial six month pilot Program shall occur in the Newark and Trenton urban enterprise zones.

Residential Home Energy Audit Tune-Up Program

This pilot Program shall be comprised of three "tiers" comprising work that may be performed by UWUA, UA Local 855, and IBEW Local 94 employees as delineated below. In addition, project employees known as Energy Assistants may assist other represented employees in the performance of this work. Job specifications for the Energy Assistant classifications are included and attached to this agreement.

Tier 1

- Energy usage analysis shall be performed by the Field Service Representative (FSR).
- Field work and data collection shall be performed by the Energy Assistant – Customer Operations.
- Work shall encompass the audit/inspection of residential customer premises. May also include energy usage/billing history analysis and a general assessment of appliances in operation at the customer's residence. Installation of up to ten CFL light bulbs.

Tier 2

- Work shall be performed by an Appliance Service Technician (Technician). The Technician may also be assisted by an Energy Assistant(s) – Gas Delivery.
- Work shall include conducting combustion safety checks and an air blower test to determine areas of air loss. Additionally, work may include air loss remediation such as caulking, weather stripping, sealing, insulation, etc. and the installation of a programmable thermostat.

Tier 3

- Work may include adding insulation to attics, insulating/repairing duct work, installation of automatic water heaters, HVAC replacement work, etc.

Utilization of Project Employees

- Project employees (Energy Assistants) shall be paid a base rate of \$15.80/hr. and shall not receive the general wage increase on May 1, 2009.
- Project employees shall be required to affiliate with their respective union organization within 30 days upon hire and must maintain union membership in good standing with respect to payment of initiation fees and dues. The Company shall deduct from the paychecks of project employees the requisite union dues and forward said dues to the respective union offices.
- Project employees shall not come under the employee benefit plans of the Company except those required by law. Project employees shall be subject to a background check, must satisfactorily pass a drug and alcohol screening, and

must possess a driver's license valid in the state of New Jersey.

- Project employees shall not be guaranteed a minimum number of hours of work each week, however, shall be paid overtime for all ours worked in excess of 40 hours per week (Monday-Saturday) at a rate of one and one-half times their regular rate of pay. They shall be paid a minimum of two hours pay for any day they report to work if work is cancelled for the day.
- Hours of work shall be in accordance with the applicable CBA and determined locally.
- Project employees shall be paid for recognized holidays according to their respective CBA as long as they work the day before and after the holiday. They shall not receive pay for any other time not worked.
- For the first three months of the pilot Program, project employees shall not have rights to bid for other positions within the Company. Subsequently, they may apply for and be offered other positions within the Company but shall be retained on the Project until a trained replacement is available.

During the pilot Program the Company shall provide monthly reports on its progress to the Union leaders. The parties also agree to meet quarterly or as needed to review the results of this agreement.

It is also recognized that this agreement is the result of the approval by the BPU of an initial four-year Program consistent with the objectives under the New Jersey EMP. Any extension of this agreement beyond four years or expansion of the agreement beyond that articulated herein is subject to renegotiation between the parties.

S/Phil DiVuolo
S/William Dwyer
S/Harrison Burd, Jr.
S/John G. Gerrity
S/Noel Christmas

10/14/09

**PSE&G CARBON ABATEMENT and
ECONOMIC ENERGY EFFICIENCY PROGRAMS**

This confirms the above parties have met to discuss and reach agreement on the Company's Carbon Abatement and Economic Energy Efficiency (EEE) Programs designed to help achieve the objectives of the New Jersey Energy Master Plan (EMP).

On November 21, 2008 the New Jersey Board of Public Utilities (BPU) approved a four-year Carbon Abatement Program and subsequently on July 1, 2009 approved the EEE Program aimed at reducing energy usage in New Jersey. The Programs shall take place within designated urban enterprise zones located within PSE&G's franchise area.

The designated urban enterprise zones (UEZ) comprise the cities of: Bayonne, Camden, Carteret, East Orange, Elizabeth, Gloucester City, Guttenberg, Hillside, Irvington, Jersey City, Kearny, Mount Holly, Newark, New Brunswick, North Bergen, Orange, Passaic, Paterson, Pemberton, Perth Amboy, Plainfield, Roselle, Trenton, Union City, and West New York.

To meet the anticipated energy audit workload increase, the Company anticipates hiring Energy Assistants in the following Gas Delivery locations:

Audubon, Burlington, Clifton, Jersey City, Harrison, New Brunswick, Orange, Plainfield, Trenton, and Summit.

Residential Home Energy Audit Tune-Up Program

This Program shall be comprised of three “tiers” comprising work that may be performed by UWUA, UA Local 855, and IBEW Local 94 employees as delineated below. In addition, project employees known as Energy Assistants may assist other represented employees in the performance of this work. Job specification for the Energy Assistant classification is included and attached to this agreement.

Tier 1

- Field work and data collection shall be performed by UWUA represented Customer Operations personnel.
- Work shall encompass the audit/inspection of residential customer premises. May also include energy usage/billing history analysis and a general assessment of appliances in operation at the customer’s residence. Installation of up to ten CFL light bulbs.

Tier 2

- Work shall be performed by an Appliance Service Technician (Technician). The Technician may also be assisted by an Energy Assistant(s) – Gas Delivery.
- Work shall include conducting combustion safety checks and an air blower test to determine areas of air loss. Additionally, work may include air loss remediation such as caulking, weather stripping, sealing, insulation, etc. and the installation of a programmable thermostat.

Tier 3

- Examples of Tier 3 work includes adding insulation to attics, insulating/repairing duct work, installation of automatic water heaters, HVAC replacement work, etc. HVAC replacement work shall be performed by appliance

service personnel when customers choose PSE&G as the service provider.

Utilization of Project Employees

- Project employees (Energy Assistants) shall be paid an hourly base rate of \$15.80/hr. and shall be adjusted effective May 1, 2010 to reflect the negotiated 3.25% general wage increase.
- Energy Assistants may be required to utilize their personal vehicle to report to a work location other than their assigned District headquarters. This may include reporting to customer premises anywhere within their District/Division. When utilizing their personal vehicle to report to work locations other than their District headquarters, Energy Assistants shall be paid fifteen dollars (\$15) per day in addition to their hourly rate.
- Project employees shall be required to affiliate with their respective union organization within 30 days upon hire and must maintain union membership in good standing with respect to payment of initiation fees and dues. The Company shall deduct from the paychecks of project employees the requisite union dues and forward said dues to the respective union offices.
- Project employees shall not come under the employee benefit plans of the Company except those required by law. Project employees shall be subject to a background check, must satisfactorily pass a drug and alcohol screening, and must possess a driver's license valid in the state of New Jersey.
- The Company shall endeavor to provide project employees 40 hours of work each week within their job classification. They shall also be paid overtime for all hours worked in

excess of 40 hours per week (Monday-Saturday) at a rate of one and one-half times their regular rate of pay. They shall be paid a minimum of two hours pay for any day they report to work if work is cancelled for the day.

- Hours of work shall be in accordance with the applicable CBA and determined locally.
- Project employees shall be paid for recognized holidays according to their respective CBA as long as they work the last regular workday before and after the holiday. They shall not receive pay for any other time not worked.
- For the first three months of their employment, project employees shall not have rights to bid for other positions within the Company. Subsequently, they may apply for and be offered other positions within the Company but shall be retained on the Project until a trained replacement is available.

The Company shall provide updates on the progress of the programs to the Union leaders. The parties also agree to meet quarterly or at the request of any party to review the results of this agreement.

It is also recognized that this agreement is the result of the approval by the BPU of an initial four-year Carbon Abatement Program and eighteen month EEE Program consistent with the objectives under the New Jersey EMP. Any extension or expansion of the agreement beyond that articulated herein is subject to renegotiation between the parties.

S/Phil DiVuolo
S/Harrison Burd, Jr.
S/John G. Gerrity

ROVING STOREKEEPERS

This confirms the parties have agreed to the utilization of roving Storekeepers as detailed below.

- One Storekeeper in each Division shall be designated and utilized as a roving Storekeeper.

- Roving Storekeepers shall be assigned a home reporting district location. Unless otherwise directed, the roving Storekeeper shall report to their home district on scheduled work days.

- Southern Division shall continue to utilize the roving Storekeeper located in Trenton District and Northern Division shall add a roving Storekeeper at Orange District in addition to the present complement of Storekeepers.

- Roving Storekeepers shall remote report to other districts as directed to assist others and/or to fill in for storeroom vacancies due to illness, vacation, etc. In Southern Division, the Trenton roving Storekeeper may also be assigned to the Sayreville sub-headquarters location and in Northern Division, the Orange roving Storekeeper may be assigned to work at the Parts Distribution Center (PDC). When remote reporting to other locations Article V(h) of the Agreement shall apply.

- When remote reporting, roving Storekeepers shall first be responsible for and work overtime in their home district if needed, but may also be offered overtime at a remote district after the regular Storekeepers have been solicited. Roving Storekeepers working at a remote district may be required to work overtime after the Company has exhausted attempts to solicit the regular Storekeepers at the remote district utilizing its low overtime list.

This agreement supersedes any previous agreement on this subject including the January 12, 2006 resolution agreement between the parties relative to Gr. 2272-04.

S/Phil DiVuolo
S/Harrison Burd, Jr.

11/3/09

**SIMULTANEOUS POSTING OF UA L855
REPRESENTED JOB OPENING NOTICES**

For many years the Company has posted job opening notices for non-entry level positions simultaneously within and outside the district where the vacancy exists. Consistent with the CBA, qualified applicants from within the district where the vacancy exists are first considered and awarded positions prior to considering applicants from other districts.

It is acknowledged that the overwhelming majority of non-entry level positions are filled by applicants from within the district where the vacancy exists. As such, effective December 7, 2009 the Company shall on an interim and indefinite basis post these positions first within the district. If there are no qualified applicants from within the district, the position shall then be posted outside the district.

If due to the lack of qualified applicants a position is to be filled from outside the district, qualified applicants from within the Division shall first be considered and awarded positions prior to considering applicants from another Division per the CBA.

The Company reserves the right to commence simultaneous posting of job opening notices in the future should it be deemed necessary.

S/Phil DiVuolo

12/14/12

DRIVE-CAM

This confirms our discussion of the above and our plans for the installation of drive-cam devices in vehicles utilized by UA L855 represented employees in Gas Delivery. It is anticipated the first phase of the initiative shall be for eighteen months after which it shall be evaluated. After Phase I is complete, the Company will evaluate the safety and financial benefits. They will be discussed with the Union prior to determining whether Phase II will be implemented and its possible duration.

Operational Overview

Drive Cam is an event recording and monitoring process that has a camera containing accelerometers mounted in Company vehicles. The camera is normally mounted suspended from the rear view mirror and is continuously recording forward out the windshield and backward at the occupant(s) of the vehicle. These recordings continuously record over themselves and the recordings are not saved or viewable until a trigger event occurs. A trigger event occurs when the accelerometers in the camera sense a rapid acceleration or deceleration in the front to rear, side to side or up and down directions of the vehicle. These events could be caused by an accident, slamming on the breaks or simply an uneven road surface. The camera records 12 seconds of the trigger event, 8 seconds before and 4 seconds after the event. Once a day the camera uploads the recordings to a system monitored by a third party vendor. The vendor then reviews the events and determines if the event contained any driving behaviors that should be brought to management's attention. Company supervisors will then review the events that are identified by the vendor as containing such behaviors and determine the appropriate action, if any, needs to be taken. The audio component will not be utilized in the program

A total of approximately 100 drive-cam devices shall initially be installed in vehicles operated by UA L855 represented and MAST employees as follows.

- 36 drive-cam devices shall be installed in vehicles operated by L855 represented employees who experienced the most recent at-fault motor vehicle accidents.
- 18 drive-cam devices shall be installed in dump/delivery trucks.
- 9 drive-cam devices shall be installed in standby vehicles.
- 9 drive-cam devices shall be installed in appliance service box trucks.
- 14 drive-cam devices shall be reserved for installation in vehicles operated by MAST employees. Another 14 drive-cam devices shall be reserved for installation in vehicles of represented employees who are involved in an at-fault motor vehicle accident prospectively.

After an employee involved in an at-fault motor vehicle accident has exhibited safe driving habits for twelve months following the installation of a drive-cam device, it shall be removed by the Company from their assigned vehicle.

A removed device may be reinstalled in another vehicle. The reinstallation shall be in the vehicle of the next (37th) employee who has been involved in an at-fault motor vehicle accident. However, if the next employee (or subsequent employees) in queue has exhibited 12 months of safe driving habits when a drive-cam device becomes available, his/her vehicle shall be bypassed and the reinstallation shall occur in the next employee's vehicle in queue.

- Supervisors will be trained to review trigger events that were recorded by drive-cam to determine if any action or meeting with the vehicle operator is required.

- If a supervisor determines that no action is warranted after reviewing a recording it will be returned to the system and the event closed.
- If the supervisor determines that a recording contains driving behaviors that need to be discussed with the employee involved, the supervisor will hold a one on one meeting with the employee to discuss the behavior that needs to be corrected and how to prevent it from recurring. During Phase I the local Union shall be advised that a discussion is to occur. If requested by the employee, a Union representative shall be present during the one on one meeting.
- An employee exhibiting unacceptable conduct and/or driving behaviors will be interviewed at a fact finding prior to making any decision on disciplinary action. Employees will not be disciplined for a first offense of unacceptable driving behaviors. However, repeat offenses of the same or similar nature could lead to an investigation into the cause of the repetitive behavior and, if warranted, discipline may be issued in an attempt to correct the unacceptable driving behavior.
- When requested, recorded events shall be made available for Union Chair-people to review at a mutually agreed upon time.

S/Phil DiVuolo
S/Harrison Burd, Jr.

3/19/13

TRAVEL MILEAGE MAPPING APPLICATIONS

This confirms our discussion of the above and understanding as follows:

When determining travel distances and travel times for employees, any nationally recognized mapping application (e.g. MapQuest, Google Maps, etc.) shall be deemed acceptable. In situations when multiple mapping applications are available, the application most beneficial to the employee shall be utilized.

Examples for mapping applications include determining eligibility for the Home Base Reporting program, travel to other than the usual working place under Article V(h), and reimbursement for miles traveled when utilizing a personal vehicle for business.

S/Phil DiVuolo
S/Harrison Burd, Jr.

9/12/12

**DELETION AND INCORPORATION
OF CERTAIN LETTERS**

This confirms it has been agreed to delete certain letters from the Agreement. However, wherever applicable, the deleted letters shall remain in effect for the term of the Agreement and the sole purpose for their deletion is to streamline the Agreement and not to alter the intent. The following letters of agreement have been deleted.

Date Subject

- 07/20/65 Work in Metering Stations
- 05/01/82 Payroll Week
- 05/01/89 Work in Natural Gas Metering Stations
- 05/01/96 Service Credit for Employees Who Were Laid-Off and Subsequently Rehired

- 05/01/96 Employee Payback of Transition Advances
- 05/01/96 Move Support Operation to Zone
- 2/27/04 Transfer of Plainfield Dispatch Operations, White Goods Techs., & Realignment of Regions/Divisions
- 5/1/05 Appliance Service HBR Program
- 5/1/05 Gas Distribution HBR Agreement

S/A.S. Pezzulo
S/Robert H. Callahan

Explanation of Revision: Letters dated 5/1/05, “Appliance Service HBR Program” and “Gas Distribution HBR Agreement” have been superseded by Letter dated 1/27/11, “Appliance Service and Gas Distribution Home Base Reporting Agreement.”

2/5/15

**GENERAL CLERKS PROVIDING INVENTORY
DATA ENTRY SUPPORT TO THE STOREROOM**

As a result of a Sarbanes Oxley control deficiency (Control #MM271), it has become necessary to segregate duties as it relates to Storeroom personnel performing inventory counts and the associated data entry required into SAP. These two tasks may no longer be performed by the same person. Therefore, the Company and Union have agreed to the following:

In the event the inventory counts and associated data entry cannot be performed by two separate Storeroom personnel, the data entry task may be assigned to a General Clerk. When such assignment is made, the most senior General Clerk will have the first opportunity to perform the work. He/She shall be upgraded to a 9381 Storekeeper, and be compensated at the maximum Storekeeper hourly rate for the time spent performing this task,

but no less than a minimum of one hour. The Company will provide the General Clerk with the training needed to perform this task.

S/Patrick Doonan
S/ Cornelius Wojceichowski

5/12/16

STOREROOM QUALIFICATION EXAM

This confirms an Agreement between the Company and UA Local 855 regarding the implementation of a Storeroom Qualification Exam. Effective on the date of this Agreement, all future hires and all current employees (including, but not limited to, UA Local 855 represented employees) that apply for a Storeroom position shall be required to take the Storeroom Qualification Exam to assess their qualifications for the position.

Applicants must successfully pass the Storeroom Qualification Exam to be considered for a Storeroom position. Per this Agreement, a Storeroom position represents a position assigned to the Storeroom, including Parts Distribution Center.

It was further agreed by both parties that with the implementation of the Storeroom Qualification Exam, the Company shall commit to maintaining a minimum headcount of thirty (30) permanent fulltime Storeroom employees statewide.

S/Patrick Doonan
S/Cornelius Wojceichowski

6/30/16

**ENTERING LEVEL POSITIONS –
5-YEAR LOCK-IN PERIOD**

Entering Level Positions	Department
Service Apprentice/Service Specialist	Appliance Service
Service Mechanic 1 st Class	Appliance Service (district-specific), or Mobile Construction (Appliance Service department & division-specific)
General Clerk	Clerical
Auto Technician 2/C	Garage
Utility Mechanic Apprentice/Utility Mechanic	Gas Distribution (district-specific), or Mobile Construction (Gas Distribution department & division-specific)
Custodian	Gas Distribution
Utility Meter Technician	Gas Distribution
Material Handler	Storeroom

The Company and Union hereby agree to establish a five-year lock-in period for the entering level positions listed above. Employees accepting such positions following the effective date of this agreement shall be locked-in to their respective department, and district or Mobile Construction division, for a period of five years. Locked-in employees will be precluded from bidding on any positions outside of their department, or district/Mobile Construction division, including positions represented by other labor unions, with only the following two exceptions: Locked-in district employees may bid on any UA L855-represented Mobile Construction position and all locked-in employees may bid on any MAST position.

In addition, following the effective date of this agreement, compensation for employees who accept such entering level positions, with the exception of Auto-Technician 2/C, General Clerk, and Service Specialist, shall begin with the second step of the respective Schedule "A" wage progression, thus bypassing pay step one.

With respect to the "Energy Strong" agreement dated July 17, 2014 and the "Gas System Modernization Program (GSMP) and Required Programs" agreement dated February 19, 2016; this agreement supersedes the optional 24-month lock-in period and advanced Schedule "A" wage progression for any employee that accepts a Utility Mechanic Apprentice/Utility Mechanic position following the effective date of this agreement. Such employees shall be locked-in in accordance with the terms of this agreement as stated above, and shall be compensated in accordance with the original Schedule "A" wage progressions consisting of 2 pay steps for Utility Mechanic Apprentices and 9 pay steps for Utility Mechanics. Incumbent 9320E Utility Mechanics shall continue to be locked-in and compensated in accordance with the terms of the "Energy Strong" agreement. All other terms of the "Energy Strong" and GSMP agreements remain in force.

With respect to the "General Clerk" agreement dated February 19, 2016; this agreement supersedes the 3-year lock-in period for any employee that accepts a General Clerk position following the effective date of this agreement. Such employees shall be locked-in in accordance with the terms of this agreement as stated above. Incumbent General Clerks shall continue to be locked-in in accordance with the terms of the "General Clerk" agreement. All other terms of the "General Clerk" agreement remain in force.

Effective the date of this agreement, the Schedule "A" wage progressions for 9305 Service Apprentice, 9305H Service Apprentice (HBR), 9301 Service Specialist, and 9301H Service Specialist (HBR) shall be modified as follows, to maintain the

2 ½ year duration of the Service department's apprenticeship program:

- Paystep 1 of the 9301 Service Specialist shall now become pay step 6 of the 9305 Service Apprentice.
- Pay step 1 of the 9301H Service Specialist (HBR) shall now become pay step 6 of the 9305H Service Apprentice (HBR).

Effective the date of this agreement, the Schedule "A" wage progressions for 9322N Utility Mechanic Apprentice and 9320N Utility Mechanic shall be modified as follows, to maintain the one-year duration of the Distribution department's apprenticeship program:

- Pay step 1 of the 9320N Utility Mechanic shall now become pay step 3 of the 9322N Utility Mechanic Apprentice.

With respect to the "Commercial Driver's License (CDL)" agreement dated May 1, 2005; paragraph 2 shall be amended such that all references to "2nd pay step" shall be replaced with "3rd pay step."

Article IV, Seniority, Section 2, shall be amended to include the additional entering level positions contained in this agreement.

S/Patrick Doonan
S/Cornelius Wojceichowski

7/28/16

REHIRING OF RETIRED EMPLOYEES

This letter reflects our agreement regarding the re-hiring of retired employees (both MAST and Union) into UA Local 855

represented positions. For purposes of the agreement, these rehired employees shall be referred to as "Temporary Project employees."

At the Company's discretion, a limited number of retirees may be rehired to assist with a temporary peak workload demand within Gas Delivery. No advance deal, promise or agreement of reemployment (formal, informal, oral or written) is to be made to or with the employee/retiree before, upon, or after retirement.

The provisions of Article II, Section C of the Collective Bargaining Agreement ("CBA") regarding maintaining membership in the Union shall apply to these Temporary Project employees. Temporary Project Employees will be rehired into an existing job classification provided that they possess the qualifications necessary to perform work in that classification. Temporary Project employees will be required to perform any and all of the duties provided for in the job specification under their job classification. Other employees in the work group may be assigned to work with Temporary Project employees in order to gain knowledge and experience from these more experienced employees. Temporary Project employees will be compensated at the top pay step for their job classification and will be eligible to receive the annual increases negotiated by the parties for that classification. There will not be any progression steps associated with these Temporary Project positions. Temporary Project employees shall have no bidding rights during the period of Reemployment with the Company.

Temporary project employees will maintain a reporting relationship with a MAST Supervisor in Gas Delivery. The normal reporting location for these Temporary Project employees will be at each District's hiring location. Permanent transfers to other Districts will not be required. The Temporary Project employees will be paid the overtime rate of one and one-

half times their straight time rate for all hours worked in excess of their eight (8) hour basic workday or forty (40) hour basic workweek, and they will be eligible for overtime meals as provided for in the CBA. In addition, Temporary Project employees will be paid at the rate of twice the straight time rate for all hours worked when they are required to work on their second scheduled day off in accordance with Article III, Section E of the CBA. These employees will not be assigned to work overtime assignments in order to reduce the workload of the full time permanent workforce. In the event of overtime due to storm restoration, the Temporary Project employees will be asked to work overtime only after all other UA represented employees, including the Mobile Construction Division, have been asked to work overtime.

All employees hired into Temporary Project employee positions will be subject to the performance standards and code of conduct applicable to all Company employees including, but not limited to, the Standards of Integrity. Temporary Project employees shall be considered probationary employees under this Agreement and shall not be subject to positive discipline. During the course of their employment as Temporary Project employees, the Company may discharge such employees at its sole discretion and no grievance shall be raised by the Union. The Temporary Project employee will have the same representation rights as afforded to other temporary employees represented by UA Local 855.

In order to be considered for rehire under this Agreement, the retiree: (1) must have been retired from PSE&G or any of its parent, subsidiary, related or affiliated companies for at least three (3) consecutive months; (2) may not have been engaged as a contractor to any PSEG company at any point during that three month period; and (3) must have been retirement eligible under the terms of the Pension Plan or the Cash Balance Pension Plan, as applicable at the time of retirement.

The period of Reemployment for the Temporary Project employees shall be no longer than necessary to meet the business need, but in no event longer than two (2) years (twenty four months) from the date of reemployment. No extensions beyond the two year (twenty four month period) will be granted.

A Temporary Project employee shall be eligible for only one (1) period of reemployment as a Temporary Project employee (even if the first period of reemployment is for less than twenty four months). If the Temporary Project employee is rehired again after being reemployed as a Temporary Project employee, they will be treated as a regular employee. As a regular employee, pension payments will be suspended.

The following points illustrate the benefit impact for the Temporary Project employee upon being rehired:

- During reemployment, the Temporary Project employees will be eligible for the same benefits that an active Benefits 2000 Represented Employee would be eligible to receive, except as described in this agreement. Specifically, Temporary Project employees are eligible for, under the terms and conditions of the applicable Benefits 2000 Represented Employee plans: medical, dental, prescription drug, group life insurance, as appropriate, and flexible spending accounts. The Temporary Project employee will be responsible for the payment of any applicable employee contributions. The Temporary Project employee cannot be covered under the retiree medical/dental/life insurance plans during reemployment.

- All other benefits, i.e. group universal life, property and casualty, LTC, and group legal that had been converted at the time of initial retirement to direct payment with the carrier continue on a direct pay basis during reemployment.
- If the Temporary Project employee commenced payment of their pension benefit prior to reemployment, the pension payments will continue during reemployment and will not increase or decrease as a result of being rehired as a Temporary Project employee.
- While re-employed, the Temporary Project employee will participate in the Cash Balance Pension Plan and receive a pay credit based on age and all service, current and prior.
 - For example, a Temporary Project employee at age 59 with 35 years of service (at the time of retirement) will receive any Cash Balance pay credit based on a combined factor of 94 (plus any additional age and service based on the reemployment period).
- The Temporary Project employee is eligible to participate in the 401(k) Plan on the same terms as other similarly situated Benefits 2000 represented employees.
- The Temporary Project employee is considered temporary and will be treated as follows for disability benefits, workers' compensation benefits, vacation and holidays, including floating holidays:

- Any short-term disability benefits are paid according to State Plan rules, including the length of benefits and rate of pay. Temporary Project employees are not eligible for full pay disability days.
- Any workers' compensation pay replacement benefits are paid according to New Jersey Workers' Compensation law, including the length of benefits and rate of pay. Temporary Project employees are not eligible for full pay workers' compensation days.
- There is no vacation entitlement.
- There is no floating holiday entitlement.
- Temporary Project employees shall have time off with regular straight time pay for holidays recognized in Article III, Section G of the CBA, provided the Temporary Project employee: (a) works full-time, or (b) has a fixed, regular schedule of days worked and a holiday falls on one of those days.
- Temporary Project employees who work on a recognized holiday will be paid in accordance with Article III, Section G of the CBA.

Upon subsequent retirement, Temporary Project employees cannot perform services for a PSEG company as a contractor without a three month break in service. When the Temporary Project employee subsequently retires, the employee will be eligible for the same retiree medical/dental/life insurance coverage that he/she was eligible for at the time of the initial retirement.

Temporary Project positions will not be created and filled for the sole purpose of replacing permanent positions vacated through retirements, promotions, terminations, or resignations. In the event of a declaration of surplus, these Temporary Project positions will be eliminated before permanent positions.

Whenever this agreement is to be enacted, the parties agree to meet and discuss the specific details surrounding the project including the number of retirees to be rehired, the specific work to be performed, the estimated duration of the project, how overtime will be assigned, etc.

S/Patrick Doonan
S/Cornelius Wojceichowski

9/12/17

**SUSPENSION/REVOCAION OF DRIVER'S LICENSE
AND/OR IGNITION INTERLOCK DEVICE
REQUIREMENT**

The Company and Union have reached an agreement to pilot the centralization of the HYAC business (the "Pilot Agreement"). See "Centralized HYAC Replacement Business Pilot" agreement dated 9/12/17. In exchange, and for the period of time that the Pilot Agreement remains in effect, the parties hereby agree to the following for cases where an employee's license has been suspended or revoked and/or an ignition interlock device requirement is imposed on or after 9/12/17.

- For a first occurrence where the suspension/revocation and/or ignition interlock device requirement is for 24 months or less in totality, employees shall be accommodated and will be subject to disciplinary action as in the past.

- For any occurrence in which the suspension/revocation and/or ignition interlock device requirement is for more than 24 months in totality, employees shall be discharged.
- For second or more occurrences where the suspension/revocation is due to an administrative suspension for any period of time, employees will be subject to disciplinary action up to and including discharge.
- For second or more occurrences where the suspension/revocation and/or ignition interlock device requirement is due to a DUI or other moving violations for any period of time, employees shall be discharged.

The above does not apply to non-permanent, temporary, seasonal, or probationary employees. These employees may be discharged if their driving privileges are suspended or revoked for any reason, or if an ignition interlock device requirement is imposed.

As in the past, employees are required to immediately notify the Company whenever their driver's license is suspended or revoked for any reason, or if an ignition interlock device is required, and such employees shall not operate a Company vehicle. Failure to report the suspension of driving privileges or an ignition interlock device requirement in a timely manner will result in disciplinary action up to and including discharge.

In the event the Union declines to extend the Pilot Agreement, the terms and conditions set forth above shall expire and become null and void. Any new cases that arise following expiration of the Pilot Agreement will be addressed in

accordance with the "Suspension/Revocation of Driver's License" bulletin board notice last revised on June 16, 2003.

In the event the Company declines to extend the Pilot Agreement, the terms and conditions set forth above will continue effect.

S/Patrick Doonan
S/Cornelius Wojceichowski

11/27/18

Agreement on Delivery of Medical & Dental Benefits to Medicare Eligible Retirees

This letter confirms the agreement between the Company and the Union regarding the delivery of medical and dental benefits to Choices Medicare eligible retirees who are eligible for coverage under the Public Service Enterprise Group Incorporated Medical Benefits for Retired Employees ("MERs"). This Agreement supersedes any previous agreements regarding the same. This Agreement does not apply to B2000 Medicare eligible retirees. The Company will continue to provide B2000 Medicare eligible retirees the option to purchase medical and dental benefits in the Medicare market through a Medicare Marketplace administrator who offers access to the Medicare Retiree Health Exchange (the Marketplace Solution administrator), currently Via Benefits; however, the Company will not provide B2000 Medicare eligible retirees contributions to a Health Reimbursement Account (HRA) as described below.

The parties recognize that the Company's current delivery model for medical and dental benefits to MERs has limited plan choices, minimal advocacy services, declining enrollment, and escalating costs. As a result, the parties agree to the following:

- The Company will continue a contribution of \$17.90/month to Medicare Part B premium for those MERs who retired prior to 1/1/1994.
- The Company will no longer sponsor group-based health care coverage for MERs.
- Instead, the Company will provide MERs the option to purchase medical and dental benefits in the Medicare market through the Marketplace Solution administrator.
- The Company will provide MERs and Medicare eligible dependents a reimbursement for catastrophic coverage costs, as defined by the Center for Medicare and Medicaid Services, for prescription drugs.
- This change will be announced in mid-December 2018 and shall be effective January 1, 2021.
- For those MERs who enroll for coverage effective 2021, the Company will provide a contribution for the 2021 plan year into a HRA. The amount of this contribution will be the following, prorated based upon the MER's obtainment of Medicare eligibility and enrollment date:

Retirement date	Medical	Dental
Pre-1/1/1994	\$5,151.13	\$412.09
1/1/1994-12/31/1998	\$4,120.90	\$412.09
1/1/1999-6/30/2006	\$4,120.90	\$412.09
Post-7/1/2006	\$4,120.90	\$412.09

A separate contribution will be made in the same amount for each Medicare eligible dependent who

also purchases benefits in the Medicare market through the Marketplace Solution administrator.

- Each subsequent year, the Company will make an annual contribution to the HRA for those MERs and their Medicare eligible dependents who purchase, or continue to purchase, benefits in the Medicare market through the Marketplace Solution administrator. The amount of this contribution will be the same as above; however, it will be adjusted by 1.5 percent annually. In addition, the amount of this contribution will be available for reimbursement during the first week of January for those who continue to purchase benefits in the Medicare market through the Marketplace Solution administrator.
- MERs and Medicare eligible dependents may use the funding in the HRA to reimburse themselves for eligible medical, prescription drug, dental, and vision premiums as well as eligible out-of-pocket healthcare expenses as defined by the Internal Revenue Service.
- At the end of each year, any unused funds in the HRA will roll over into the next year.
- In the event of a Medicare eligible dependent's death, any unused funds in the HRA will remain available for use by the MER. The MER will receive future contributions to the HRA for the MER after the dependent's death.
- In the event of a MER's death, any unused funds in the HRA will remain available for use by the MER's Medicare and non-Medicare eligible dependent(s), as permitted by applicable law. No dependent shall receive future contributions to the HRA after the MER's death.

The parties agree to meet annually, commencing in 2022, to review the delivery of medical and dental benefits for MERs. This review will include items such as enrollment statistics, market trend, HRA administration and utilization, call center results, and customer service survey feedback.

The parties agree to meet in 2024 and every five years, commencing in 2029, to review whether MERs who retired on or after May 1, 2017 and purchased benefits in the Medicare market through the Marketplace Solution administrator were able to use the HRA annual contribution to purchase a best financial value individual market plan, as defined by an outside consultant other than the Marketplace Solution administrator, through the Marketplace Solution administrator. The review will be for the previous year. In the event that 25 percent of the MERs who retired on or after May 1, 2017 were unable to use the HRA annual contribution to purchase such plan, the parties agree to negotiate changes as may be appropriate for that population.

The parties agree to negotiate changes that may be required as a result of future legislated national health care programs or mandates or that may be required as a result of any modifications to the Medicare Program. If any such changes are required, the Company will continue to contribute towards the cost of MERs' medical and dental benefits consistent with the retiree cost factor, based upon their final base pay and years of service, described in Attachment 2 to the May 24, 2004 Agreement on the Resolution of the Retiree Medical Cap issue, and attached as Exhibit 1 to this Agreement; however, the form of that contribution (e.g., percentage toward premium cost, contribution to HRA, etc.) will be subject to negotiation.

S/Dianne LaRocca
S/Cornelius Wojceichowski

9/15/21

**AMENDMENT TO AGREEMENT ON DELIVERY
OF MEDICAL & DENTAL BENEFITS TO
MEDICARE ELIGIBLE RETIREES**

This letter confirms the agreement between the Company and the Union to amend their letter agreement dated November 27, 2018 regarding the delivery of medical and dental benefits to Choices Medicare eligible retirees who are eligible for coverage under the Public Service Enterprise Group Incorporated Medical Benefits for Retired Employees ("MERs").

The parties' agreement provides that the Company will provide a contribution for the 2021 plan year into a Health Reimbursement Account ("HRA") for those MERs who purchase benefits in the Medicare market through the Marketplace Solution administrator in the following amounts, prorated based upon the MER's obtainment of Medicare eligibility and enrollment date:

Retirement date	Medical	Dental
Pre-1/1/1994	\$5,151.13	\$412.09
1/1/1994-12/31/1998	\$4,120.90	\$412.09
1/1/1999-6/30/2006	\$4,120.90	\$412.09
Post-7/1/2006	\$4,120.90	\$412.09

This agreement provides that a separate contribution will be made in the same amount for each Medicare eligible dependent who also purchases benefits in the Medicare market through the Marketplace Solution administrator. Amounts are adjusted by 1.5 percent annually.

Due to an administrative clarification and efficiency, effective January 1, 2022, the parties agree that the chart above will be modified to reflect that the Company will provide HRA contributions in the following amounts regardless of which coverage a participant elects:

Retirement date	Medical and/or Dental
Pre-1/1/1994	\$5,646.67
1/1/1994-12/31/1998	\$4,600.98
1/1/1999-6/30/2006	\$4,600.98
Post-7/1/2006	\$4,600.98

The Company will continue to make a separate contribution in the same amount for each Medicare eligible dependent who enrolls in a Medicare Supplemental Plan through the Marketplace Solution administrator. Amounts will continue to be adjusted by 1.5 percent annually.

S/Dianne LaRocca
S/Cornelius Wojceichowski

1/17/19

**DISABILITY PAY TREATMENT OF INCIDENTAL
DISABILITY DAYS FOR REGULAR FULL TIME
EMPLOYEES HIRED ON OR AFTER MAY 1, 2005**

Dear Mr. Wojceichowski,

The following reflects agreement on the revision to the pay treatment of incidental disability days for regular full time employees hired on or after May 1, 2005.

During 2005 contract renewal negotiations the parties reached agreement to pay regular full time employees hired on or after May 1, 2005 at a disability benefit rate of 95% of their regular hourly rate for all of their days of illness absence, both incidental days and short-term disability days.

Incidental days are up to the first five (5) days of an illness absence unless a short term disability claim is made anytime during that period. Effective January 1, 2019, for regular full time employees hired on or after May 1, 2005, incidental days will be paid at 100% and will be taxed pursuant to relevant law. Short-term disability days will continue be paid at the 95% of the regular hourly rate until the approved period of disability ends. If a short-term disability claim is established on day 1 through day 5, those days shall be paid as short-term disability benefits at 95% of the regularly hourly rate.

S/Patrick Doonan
S/Cornelius Wojceichowski

2/14/19

**USE OF AVLS/TELEMATICS TECHNOLOGY IN
COMPANY OWNED VEHICLES OF PSE&G**

Dear Mr. Wojceichowski,

The following reflects agreement on the use of AVLS/Telematics technology:

**Use of AVLS/Telematics technology in Company Owned
Vehicles**

The key business reasons for installing and monitoring AVLS/Telematics technology in company owned vehicles include employee and physical asset safety and security, the efficient deployment of resources, improved productivity and efficiency and benefits to the environment which are the results of features that include, but are not limited to, electronic mapping and vehicle location capability, driver performance data, fuel usage data, and vehicle performance and maintenance data. By engaging AVLS/Telematics technology, the Company will be able to effectively dispatch workers and enable them to be more productive and environmentally friendly while also ensuring our customers receive the highest quality of service. AVLS/Telematics technology will help ensure the safety and security of our employees and our vehicles in the field by, for example, indicating exactly where a vehicle is located in the event of a Signal One or locating the exact position of a vehicle if it has been stolen.

This system is being implemented for the business reasons cited above. It is not the Company's intent to utilize this feature as an employee-monitoring device. Employees will not be disciplined based solely upon data from AVLS/Telematics technology but may receive coaching and counseling with a steward present. However, if wrongdoing is suspected, an investigation including fact finding will take place to determine whether discipline is warranted. All available historical data will be utilized for operational efficiency analysis and to investigate customer/citizen complaints. Any other use of historical data shall be limited to seven calendar days prior to the date of the incident under investigation. Data from the AVLS/Telematics technology will be shared with the Local Union Officers and Stewards as soon as practicable upon request.

To maximize the use of driver safety tools provided by the AVLS/Telematics system, drivers will receive periodic individualized driving reports. AVLS/Telematics reports will

be made available to Safety Councils for their use. To facilitate individual reporting and driver visibility, each driver will be required to self-identify prior to moving each vehicle by swiping the provided identification card, keyfob, or other device. The AVLS/Telematics system may be configured to provide instant feedback to the driver, including, but not limited to hard braking, speeding, hard cornering, excessive acceleration and seat belt usage to assure driver safety.

S/Patrick Doonan
S/Cornelius Wojceichowski

5/16/19

**WORKERS' COMPENSATION - GRATUITY
BENEFIT PAY TREATMENT**

Dear Mr. Wojceichowski,

The following reflects agreement on the revision to the pay treatment for the gratuity portion of workers' compensation benefits.

During 2005 contract renewal negotiations the parties reached agreement to pay regular full time employees hired on or after May 1, 2005 the gratuity portion of the workers' compensation benefit at a rate of 95 percent of their regular hourly rate.

Effective June 5, 2019, for regular full time employees hired on or after May 1, 2005, the gratuity portion of workers' compensation benefits will be paid at 100 percent.

In addition, the gratuity portion of the benefit for all employees will be taxed and calculated based upon a five day workweek to avoid overpayment of benefits.

S/Jaclyn Gabriel

5/22/19

**CORRECTIVE ACTION FOR PHISHING EXERCISE
FAILURES**

Dear Mr. Wojceichowski,

The Company is committed to keeping its information systems safe from cyber threats and recognizes that employees play a critical part in reducing the avoidable risk of a cyber breach. Therefore a phishing exercise program has been established to help ensure that everyone with a Company email address understands how to recognize and properly handle a phishing message.

The parties have agreed upon the following standalone progressive corrective action program in order to correct the risky email use of employees who fail phishing exercises. This corrective action program for phishing failures has no connection to the Positive Discipline Program, including the corrective action paths that apply to employee availability, conduct, or work performance and cannot be combined in any way with actions taken in accordance with the Positive Discipline Program.

There will be periodic exercises conducted on a regular basis throughout each year for all employees with a Company email address. Those who do not pass the exercise (for example, by clicking a link, opening an attachment, and/or forwarding the email to another employee) will be subjected to the following actions:

- **Non-consecutive failure** – Employees will receive immediate on screen notice that they have failed the

exercise and on screen instruction on how the failure could have been avoided. They will receive a Coaching and Counseling to correct risky email use along with notice of consequences of repeated failures.

- **Second consecutive failure** – Employees will receive immediate on screen notice that they have failed the exercise and on screen instruction on how the failure could have been avoided. An email notification of the failure and instructions to review cybersecurity training handout is sent to the individual and their supervisor for review. The employee will be required to review the training handout within 10 days of the time they fail the phishing exercise. They will be issued an Oral Reminder to correct risky email use along with notice of consequences of repeated failures.
- **Third consecutive failure** – Employees will receive immediate on screen notice that they have failed the exercise and on screen instruction on how the failure could have been avoided. An email notification of the failure and instructions to complete online formal detailed anti-phishing training is sent to the employee and their management. The employee will be required to complete the training within 10 days of the time they fail the phishing exercise. They will be issued a Written Reminder to correct risky email use along with notice of consequences of repeated failures.
- **Fourth consecutive failure** – Employees will receive immediate on screen notice that they have failed the exercise and on screen instruction on how the failure could have been avoided. An email notification of the failure and instructions to complete online formal detailed anti-phishing training is sent to the employee and their management. The employee will be required to complete the training within 10 days of the time they fail the phishing exercise. They will be issued a Final

Written Warning to give one last chance to correct risky email use.

- **Fifth consecutive failure** – The employee is discharged.

When an employee passes a phishing exercise, their record of failures will be deactivated along with any Coaching and Counseling or any formal corrective action. Any future failure action after passing an exercise will begin again at the **Non-consecutive failure** level.

The content of the phishing exercises and the training materials are at the sole discretion of the Company.

S/Jaclyn Gabriel
S/Cornelius Wojceichowski

5/22/19

POSITIVE DISCIPLINE PROGRAM

The parties hereby agree that the attached* Positive Discipline Program (is applicable to i) all current and future UA Local 855 represented employees, ii) UA Local 855 represented employees who have been issued discipline, including those with pending grievances and iii) discontinued UA Local 855 members who have been discharged from the Company and have pending grievances filed on their behalf.

* To view PD Program in its entirety, go to www.ualocal855.com

S/Jaclyn Gabriel
S/Cornelius Wojceichowski

1/19/22

ROVING STOREKEEPERS

This agreement supersedes any previous agreements on this subject including the January 12, 2006 resolution agreement between the parties relative to Gr. 2272-04, and the January 29, 2009 and the May 12, 2016 Letters of Agreement titled "Roving Storekeepers."

- The complement of roving Storekeepers shall be eleven (11) statewide.
- Roving Storekeepers shall be assigned a home reporting district location based on business needs after a discussion with the Union has occurred. Unless otherwise directed, the roving Storekeeper shall report to their home district on scheduled work days.
- Roving Storekeepers shall remote report to other districts, Sayreville sub-headquarters, or the Parts Distribution Center (PDC) as directed to assist others and/or to fill in for storeroom vacancies due to illness, vacation, etc. When remote reporting to other locations, Article V(h) of the Agreement shall apply.
- When remote reporting, roving Storekeepers shall first be responsible for and work overtime in their home district if needed, but may also be offered overtime at a remote district after the regular Storekeepers have been solicited. Roving Storekeepers working at a remote district may be required to work overtime after the Company has exhausted attempts to solicit the regular Storekeepers at the remote district utilizing its low overtime list.

Note: Amended per PDC Closure and Storeroom Staffing Agreement dated 1/19/22

S/Jaclyn Gabriel
S/Cornelius Wojceichowski

5/12/21

FILLING CUSTODIAN POSITIONS

Dear Mr. Murray:

The following reflects the agreement between the Company and UA Local 855 regarding the filling of 9365 - Custodian positions. This agreement made and entered into by and between UA Local 855 and Public Service Electric & Gas Company, resolves AAA Case Number 01-19-0002-8917 in its entirety along with its underlying grievance.

- One (1) Custodian position will be made available per region (total of 3.) If the Company determines there is a need to fill additional Custodian positions above the one per region, both parties agree to meet and discuss.
- These three Custodian positions will be filled by employees who have permanent restrictions and can no longer perform the essential functions of their current job including safety sensitive work.
- The Custodian can be assigned work at any location within the designated region.

This Agreement does not waive the Company's right to contract out custodial work.

S/Christopher M. Munyan

S/Gregg Murray

1/19/22

**PARTS DISTRIBUTION CENTER (PDC) CLOSURE
AND STOREROOM STAFFING**

Dear Mr. Murray:

As a result of the Appliance Service Supply Chain Enhancement Project, Appliance Service Technicians will be able to order class and coded parts direct from the vendor. The system will be configured to automatically order inventory parts and have them shipped per the technician's direction. This process thereby eliminates the need to maintain the Parts Distribution Center (PDC) located in Orange, NJ. The PDC is expected to close by June 2023.

Pursuant to our discussions relating to the effects of the PDC's closure, the parties have agreed that the three 9383 Material Handlers employed at the PDC will be promoted to 9381R Storekeeper (Rover) positions based in Orange. The effective dates of each promotion will coincide with the effective date of this agreement. Their rates of pay in the new classification will be based on skills and experience transferable to the Storekeeper role, and they will maintain their current seniority in the new role. In addition, the 9381R Storekeeper (Rover) in Oakland will be reclassified to 9381 Storekeeper. As a result of these changes, the October 29, 2019 letter of agreement titled "Roving Storekeepers" is hereby amended to reflect a complement of eleven roving Storekeepers statewide, as opposed to eight.

Furthermore, the December 15, 2016 letter of agreement titled "Gas Construction Mobile Workforce" shall be amended to reference one 9381 Storekeeper position based out of Paterson,

NJ, in support of Northern Gas Construction. This position shall be filled in accordance with that letter of agreement. It should be noted, however, that this position is not eligible for the daily travel stipend under any circumstances.

Unless otherwise specified, all other aspects of the parties' Collective Bargaining Agreement shall apply.

Either party may request a Newark level meeting to discuss any aspect of this Agreement.

S/Christopher M. Munyan
S/Gregg Murray

5/1/23

STOREROOM DEPARTMENT LOCK-IN PERIOD

Dear Mr. Murray:

The Company and Union hereby 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. See attached "Lock-In Election Form."

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. Refer to the attached Schedule "A" wage progressions for details.

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.

It is the intention of the Parties to work together to implement this Agreement and to resolve any unforeseen problems. The Parties agree to meet and discuss any issues that may arise.

Unless otherwise specified, all other aspects of the parties' Collective Bargaining Agreement shall apply.

Either party may request a Newark level meeting to discuss any aspect of this Agreement.

S/Christopher M. Munyan
S/Gregg Murray

5/1/23

**FLAME RETARDANT CLOTHING ANNUAL
ALLOWANCE PROGRAM PSE&G GAS OPERATIONS**

Dear Mr. Murray,

This agreement supersedes any previous agreements on this subject including the December 15, 2016, Letter of Agreement titled "Flame Retardant Clothing Annual Allowance Program – PSE&G Gas Operations" and the May 8, 2019, Letter of Agreement titled "Flame Retardant Clothing Annual Allowance Program – PSE&G Gas Operations – Amendment."

All Gas Distribution employees and Appliance Service employees (including White Goods Operations) will be provided with an annual flame retardant clothing allowance in accordance with the following:

- Employees will utilize an identified vendor, selected by the Company, for purchasing their clothing. An account will be established for each employee by the vendor.
- Employees will have a choice of the clothes that are listed and approved for wear by the Company in the vendor's catalog.
- An annual allotment of \$500.00 will be provided by the Company. Employees will have the ability to roll over any unused balance. (not to exceed \$1,500.00)
- Employees will be given an initial allotment of 4 pants, 4 t- shirts, 4 long sleeve shirts, 1 sweatshirt, and 1 heavy jacket.
- Employees will be required to wear the Flame Retardant Clothing during working hours.
- All Flame Retardant Clothing will be ordered through the Internet, phone or fax by the employee on their own time.
- All orders will be shipped to the employee's home address.
- All communications and returns due to size and/or defects will be completed on the employee's own time. Employees will be responsible for the cost of returns and reshipping due to size.
- Employees will submit packing slips and documentation to the district clerks for processing and payment.
- Any clothing that is damaged while working on the job will be replaced at the Company's expense provided the cause is beyond normal wear and tear or negligence of the clothing.

- Employees will be responsible for cleaning their own Flame Retardant Clothing.
- Clothing shall only be altered for sizing purposes.
- Garage and Storeroom employees will not be eligible to participate in the Flame Retardant Clothing Annual Allowance Program. They will continue to receive their current clothing allotment.
- Dispatch and Clerical employees will not be eligible to participate in the Flame Retardant Clothing Annual Allowance Program or receive any other clothing allowance.
- Employees who retire from the Company are not eligible to purchase any clothing or receive the annual allowance through the Flame Retardant Clothing Annual Allowance Program upon the effective date of their retirement.

S/Christopher M. Munyan
S/Gregg Murray

8/22/23

**9384T TEMPORARY MATERIAL PACKAGERS –
PARTS DISTRIBUTION CENTER (PDC)**

Dear Mr. Murray:

The Parts Distribution Center (PDC) has not closed as originally anticipated per the letter of agreement titled “Parts Distribution Center (PDC) Closure and Storeroom Staffing,” dated January 19, 2022. As a result, there is a need to staff 9384T Temporary Material Packager positions in the PDC.

Effective the date of this agreement, the following terms and conditions shall apply:

- 9384T Temporary Material Packagers shall be considered probationary employees as long as they remain in the classification.
- There will be no discipline administered to a temporary employee. If a temporary employee has a poor availability record, has unsatisfactory work performance, and/or engages in misconduct, his or her employment will be terminated and such termination shall not be subject to the provisions of Article IX of the Collective Bargaining Agreement (“CBA”). The Company will give the Union advance notice prior to the discharge of a temporary employee.
- If a temporary employee tests positive for drugs or alcohol during a for cause test, the employee will be discharged with no opportunity for rehire unless the discharge is prohibited by law.
- 9384T Temporary Material Packagers will remain in a temporary employment status until they successfully bid into a permanent position. There is no guarantee of permanent employment for any temporary employee. Each 9384T Temporary Material Packager will be hired for a limited period of time, not to exceed 12 months.
- 9384T Temporary Material Packagers that bid and are offered a permanent UA Local 855 represented position may be retained in their 9384T Temporary Material Packager position until a trained replacement is available. They shall be granted seniority and pay for the permanent position effective with the day they accept the permanent position. If the permanent position is within the Gas Construction mobile workforce, they shall not be eligible to receive the

daily travel stipend until they begin work in the new position within the Gas Construction mobile workforce.

- The hours of work for 9384T Temporary Material Packagers shall be 7:00am – 3:30pm, Monday through Friday, with a half-hour unpaid lunch.
- 9384T Temporary Material Packagers are entitled to Holidays per the CBA. If a 9384T Temporary Material Packager does not work their scheduled day of work before or after a Holiday, the employee is not entitled to Holiday pay unless the absence is protected (e.g. Personal Time.) They shall be paid for floating holidays per Article III of the CBA in accordance with the floating holiday matrix. These temporary employees shall not be eligible for paid vacation.
- To satisfy the New Jersey Earned Sick Leave Act, the Company will provide these temporary employees with paid time off to supplement their existing 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. All other provisions for Personal Time are covered in the parties' Memorandum of Agreement dated October 6, 2020 and, where applicable, apply to these temporary employees as well.

Unless otherwise specified in this agreement, all other aspects of the Collective Bargaining Agreement remain in force.

Either party may request a Newark level meeting to discuss any aspect of this Agreement.

S/Christopher M. Munyan
S/Gregg Murray

8/22/23
**EXPIRATION OF COVID-19 PANDEMIC
AGREEMENTS – UPDATED**

Dear Mr. Murray:

With the expiration of the federal public health emergency declaration on May 11, 2023, the parties agree that the following agreements will expire effective the date of this agreement:

- COVID-19 Tech Talk Program
- COVID-19 Telecommuting
- COVID-19 Appliance Service Training Program
- COVID-19 Use of Personal Vehicles

S/Christopher M. Munyan
S/Gregg Murray

9/25/23
ADJUNCT INSTRUCTORS

Dear Mr. Murray:

This agreement reached by the Company and UA Local 855 supersedes all previous agreements on this matter including the following:

- *Guidelines for the Adjunct Instructor Selection Process* dated July 20, 2000
- *Guidelines for the Adjunct Instructor Selection Process* dated June 22, 2001
- *Adjunct Instructors Gas Distribution* dated June 22, 2001
- *Guidelines for the Adjunct Selection Process* dated May 1, 2002

The parties hereby agree to select qualified, temporary Adjunct Instructors to supplement the Edison Training and Development Center staff. It is agreed that the instructors shall be highly skilled at performing appliance repair and/or utility work and that they will develop materials and provide instruction within their area(s) of expertise. They may provide this training at field locations or at any one of the Company's training facilities.

Selected employees will be given training assignments on an as needed basis and will not be given an assignment less than one week. Exceptions to this will be for training courses offered at the field locations. A field location course may be for a duration of one day or a few hours. In the latter case, the Adjunct Instructor will be paid, as per the Agreement, eight hours upgrade pay.

While performing the following Adjunct Instructor duties, employees shall receive an upgraded pay rate equivalent to the top pay step of their current job classification plus 5% per hour: presentation of material, coordination of and completion of the OJT process, collection of feedback from employees and recommendations to the Joint Training Committee.

However, if in addition to those job responsibilities, the Adjunct Instructor assists in developing course material and assists in the development and testing of employees, the employee shall

receive an upgraded pay rate equivalent to the top pay step of their current job classification plus 10% per hour.

Adjunct Instructors may be returned to their field locations for normal work on an as needed basis. If the instructor is a Home Based Reporter he/she will be allowed to utilize their Company vehicle for traveling purposes associated with this work. The Adjunct Instructors will be permitted to use the Company assigned vehicle to travel back and forth to training and will not be eligible for the Remote Report for Training Allowance as per the Collective Bargaining Agreement. If a Company vehicle is not provided, the remote report for training allowance will be provided in accordance with the Collective Bargaining Agreement.

UA Local 855 agrees to have their Adjunct Instructors train IBEW Local 94 and UA Local 855 represented employees. In addition, UA Local 855 agrees to receive training from IBEW Local 94 represented Adjunct Instructors.

Guidelines for the Adjunct Instructor Selection Process

1. An interest posting for temporary Adjunct Instructors will be posted in all Districts, seeking qualified candidates willing to perform this work.
2. A team will conduct the interview process for the selection of temporary Adjunct Instructors consisting of three (3) MAST employees and two (2) UA Local 855 represented employees. Final selection will be a management decision based upon current needs from the list of those that respond to the interest posting(s).
3. Upon acceptance of an Adjunct Instructor assignment, employees will receive an orientation. Upon completion of an orientation period, the employee may request relief from the assignment. It is anticipated

that employees will complete that assignment. Should an employee be removed, voluntarily or involuntarily, they will no longer be considered for future Adjunct Instructor assignments unless agreed to by the Joint Training Committee.

4. The Joint Training Committee will be responsible for the progress of the temporary Adjunct Instructors.
5. Any problems and/or concerns an Adjunct Instructor may have can be brought to the attention of the Joint Training Committee.
6. Issues pertaining to Adjunct Instructors' training methods, qualification of personnel and other related matters will be addressed by the Joint Training Committee.

These guidelines are intended to be used by the selection team to facilitate the selection process and maintain consistency throughout the program. It is the intentions of the parties to implement these guidelines and resolve any unforeseen problems.

Explanation of Revisions: Letters listed above were combined into one document. Adjunct Instructor upgrade pay updated to reflect recent negotiations.

S/Christopher M. Munyan
S/Gregg Murray

**APPLIANCE SERVICE & GAS DISTRIBUTION HOME
BASE REPORTING AGREEMENT**

This agreement supersedes all previous Home Base Reporting (HBR) agreements.

Overview

1. The intent of this program is to improve the competitiveness and efficiency of Appliance Service (AS) (including white goods) and Gas Distribution operations. The parties will work together to identify optimum solutions to unforeseen problems which may arise. The Company and Union will meet at the request of either to resolve such problems. Employee input through Company and Union representatives will be encouraged to ensure that the HBR program works effectively and in accordance with the good faith intent of this Agreement.
2. A joint Company/Union HBR Review Panel shall be formed and meet quarterly to review the effectiveness of the program and to create common scorecards between AS, Gas Distribution, Dispatch and Storeroom operations to help ensure the long-term success of the HBR programs.
3. Costs and benefits will be measured to evaluate the success of the program and shared with the HBR

Review Panel. Costs will include all costs incurred by the program. Benefits will include all benefits including Customer Satisfaction, Operational Efficiency, and Employee Satisfaction.

Eligibility

1. The HBR Program remains voluntary.
2. Gas Distribution employees participating in the Program shall be designated as a 9313H Inspector – Street (Working) (HBR), 9314H Leak Survey Inspector (Working) (HBR), or 9315H Street Inspector (Working) (HBR).
3. Distribution HBR work will initially include inspection, locate, and survey work as discussed between the parties. Expansion opportunities to include other types of work will be discussed between the parties prior to implementation. The Company and Union may discuss expansion to other classifications in the future.
4. Home Based refers to the employees' primary residence. Use of Home Based vehicles from any other location would require discussion with the Company and the Union. To participate in the HBR Program, future employees must live within sixty minutes of their assigned District headquarters. In

addition, current HBR employees shall become ineligible if they relocate their primary residence more than sixty minutes from the District HQ. Any nationally recognized mapping application shall be the basis for determining distances.

5. Current Service Apprentices shall remain eligible for HBR.
6. The Company shall determine the future HBR headcount number by Division/District based upon workload and will review this information with the HBR Review panel prior to implementation.

Work Rules & Compensation

1. In AS, each District will be divided into 3-6 Work Areas as discussed locally. The number of employees assigned to each area will be determined by workload. Seniority will control selection of identifiable Work Areas in each District.
2. AS employees will make their first call at the customers premise anywhere within the District boundary at the beginning of their work period. If no specific assignment is made by the end of the previous work day, employees shall report to their designated work area at the start of their work period.

3. Distribution employees must arrive at their first work site within the District boundary at the beginning of their work period.
4. Employees on HBR may be required to report to headquarters at the start and end of any work period.
5. The 12-8 scheduled Service Person will report to headquarters at the start of the work period and complete the work period as assigned. Employees taking a predominant number of 12-8 shifts may be excluded from HBR.
6. HBR pay rates shall be as reflected in Schedule A of the Agreement.
7. Pay shall stop when the last job is completed and the service technician is cleared regardless of location within the District. If working outside the District, the technician shall be allotted travel time back to their District boundary or home, whichever is closest. This is not intended to supersede the provisions of V(h) for the beginning of the work period if assigned outside the District boundary.
8. Distribution employees on HBR must arrive at their first work site at the beginning of their work period and will normally be paid until the end of the work period. They must remain within the District working and available for emergency work until the end of

their work period. If working outside their home District, they shall be allotted travel time back to their District boundary or home, whichever is closer.

9. Standby callout begins at receipt of call and ends when the employee arrives home.
10. Callout pay when not on standby begins when arriving at the first job or District headquarters when operationally necessary, and ends when the job is completed and the employee is cleared (minimum 4 hours pay).
11. HBR employees shall be entitled to a 15-minute coffee break. The 15-minute break is to be taken within the first four hours of their scheduled work period and after they have completed at least one job.

Use of GPS Technology

Use of GPS applies to all AS employees (including white goods) and all Gas Distribution HBR employees as follows:

- Global Positioning Satellite System (GPSS) functionality installed in any PSE&G vehicle shall be enabled whenever the vehicle is in use and during the entire work period of an employee including breaks and lunch/meal periods.

- It is not expected that GPSS functionality shall be enabled when performing incidental movement of a vehicle due to parking restrictions or weather related concerns during non-work hours.
- All available historical data will be utilized for operational efficiency analysis and to investigate customer/citizen complaints. Any other use of historical data shall be limited to seven calendar days.
- When issues are brought to the attention of the Company or wrongdoing is suspected, an investigation including a possible fact finding interview may take place to determine whether any action is warranted. The Company shall share with an employee and the Union any GPSS information relied upon in its investigation.
- The Company shall meet and communicate with all employees its expectations and intentions for utilizing GPSS information.

Administrative

1. Assignments in high crime areas will be made with safety as a priority. Employees will be provided warnings or other assistance in high crime areas and if needed will double up or take other actions as necessary to ensure safety.

2. Employees will be permitted to utilize vehicles for transportation before and after work for incidentals along their commuting route.
3. Any Union representative who is eligible and participates will be permitted to travel to Headquarters as required to meet the responsibilities of the position. Such employees may not use their assigned vehicles for reporting to Newark level meetings (i.e., Negotiation Meetings, Third Step Grievance Meetings, or other designated full day meetings).
4. HBR employees who are REMOTE REPORTING FOR TRAINING may either receive the contractual allowance or use the Company vehicle.
5. Credit Cards may be issued to employees.
6. Employees may be removed from the program for reasonable cause subject to the grievance procedure. Employees removed due to long term illness/injury or loss of license have the right to return to HBR. Upon return the junior HBR person will be bumped after being given five (5) calendar days notice.
7. Company commits to providing all communications on the Union bulletin board to all HBR employees.
8. The Company and Union will work together to address communications and humanities. Home

Based Reporters will be afforded and receive the same rights and privileges as those who report to the District Headquarters.

9. The Chairman and/or Vice Chairman within each District will meet monthly as part of the local committee to discuss these or any other conditions of the program within the District.
10. Vehicle usage will not be taxed per current IRS guidelines for "special use" vehicles. In the event that the IRS rules change, the Company will offset the tax liability.
11. Alternative fuel vehicles may be used. The Company and the Union will continue to work on this issue and its role in program expansion.
12. In the event that a volunteer wishes to be removed from the program he or she must give five (5) calendar days written notice. The Company will provide the form.

Conclusion

1. Any modifications to the program must be mutually agreed to and either the Company or the Union may terminate the program following 90 days written notice to the other party.

2. The parties agree to the utilization of distribution (street) employees to assist in performing AS work in accordance with the agreement titled Utilization of Gas Distribution Employees in Appliance Service and dated January 27, 2011.

S/Christopher M. Munyan
S/Gregg Murray

**SCHEDULE D
LETTERS OF INTENT**

Note: The following letters have been arranged for ease of reference and do not necessarily apply only to the operating area under which heading they appear.

SUBJECT	DATE	PAGE
<u>COLLECTIVE BARGAINING AGREEMENT EXTENSIONS</u>		
Memorandum of Understanding Between PSE&G and UA Local 855 effective 5/1/11 – 4/30/13.....	1-07-10	368
Memorandum of Understanding Between PSE&G and UA Local 855 effective 5/1/13 – 4/30/17.....	9-12-12	374
Memorandum of Understanding Between PSE&G and UA Local 855 effective 5/1/17 – 4/30/21.....	3-09-16	381
Memorandum of Understanding Between PSE&G and UA Local 855 effective 5/1/21 – 4/30/23.....	10-06-20	385
Memorandum of Understanding Between PSE&G and UA Local 855 effective 5/1/23 – 4/30/27.....	3-10-23	389
Re: 2023-2027 Memorandum of Agreement; Benefits Issues.....	10-20-23	394

1/7/10

**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, AND CENTRAL CAMDEN,
HARRISON AND LINDEN S.N.G GAS PLANTS**

This confirms the parties have reached agreement on January 7, 2010 to extend the existing labor Agreements with UA Local 855 effective May 1, 2005 through April 30, 2011 as follows:

Pursuant to Article XI of the existing main Agreement and Article XIV of the gas plant Agreement, the contract extension shall be effective May 1, 2011 and shall remain in full force and effect until April 30, 2013, and shall be considered renewed from year to year after April 30, 2013 for periods of one year each, provided, however, that a written notice of desire to amend or to terminate may be given by either party to the other at least 60 days prior to May 1, 2013 or at least 60 days prior to May 1st of any year thereafter and provided further, however, that changes may be made at any time by mutual consent.

The parties agree that all of the terms and conditions of the existing May 1, 2005 – April 30, 2011 Agreements will remain in force until April 30, 2013 with the following exceptions:

WAGES

The Union agrees to freeze wages at the rate effective May 1, 2009 and will forgo the May 1, 2010 wage increase. In this period of time, all promotional wage increases and wage progressions will remain in effect. In exchange for the wage freeze in 2010, the Company will extend the current Collective Bargaining Agreement for two years with the following increases:

Effective 5/1/2011 3.25%
Effective 5/1/2012 3.25%

Upon ratification of this agreement, a special incentive of \$500 will be paid to all employees. This incentive will be paid by the second pay period after ratification.

As done in the past, the parties will meet throughout the year to discuss the financial and operational performance of the Company.

EMPLOYEE BENEFITS

1. **Health Care and Pensions** - Upon ratification of this agreement, all of the current benefits and health care programs will remain in effect through April 30, 2013 except as outlined below.

THIS APPLIES TO CHOICES AND B2000 PARTICIPANTS

2. **Reduction in the 401K Company Match** – For the calendar year of 2010, the Company match for all employees in the Choices benefits program will be suspended. On 1/1/2011, it will be reinstated to \$0.50 per dollar invested up to 7% of their wages. For those employees in the Benefits 2000 program, the Company match will not change. It will remain at \$0.50 per \$1.00 contributed up to 7% of their wages.

Effective:1/1/2010

THIS CHANGE APPLIES TO CHOICES ONLY

3. **Active and Future Retiree Employee Health Care** – The parties agreed to negotiate changes to the Company's medical benefits program as may be appropriate as a result

of any future legislated national or state health care program or mandates, or any modifications to the Medicare Program.

THIS APPLIES TO CHOICES AND B2000 PARTICIPANTS

4. **Definition of Pensionable Wages** – the parties agreed to abide by the Company’s Pension Plan documents and remove all reimbursement of expenses, such as meals and travel allowance from pensionable wages. This applies to pension plan contributions after 1/1/2010

THIS APPLIES TO CHOICES AND B2000 PARTICIPANTS

Temporary Elimination of the Health Risk Assessment – the parties agreed that the \$100 contribution to the Flexible Spending Account (FSA) for Choices participants will be eliminated. For employees in B2000, the \$100 contribution to the FSA for the employee and the \$100 contribution to the FSA for the spouse will be suspended in 2010 and then reinstated in 2011.

THE ELIMINATION APPLIES ONLY TO CHOICES;
TEMPORARY SUSPENSION APPLIES TO B2000 EMPLOYEES

JOB SECURITY

The intent of this agreement between the parties is to protect jobs while maintaining a strong financial position for the Company. During the course of this agreement, if the Company anticipates a reduction of workforce due to slowdown in the economic recovery or erosion of earnings due to low energy prices, low demand or other regulatory issues, the Company will initially eliminate contractors, including those contractors associated with the NJ State Economic Stimulus filing, to

provide employment opportunities. The Company will meet with the Union in an effort to avoid layoffs in accordance with the Schedule D Letter – Job Security. If it is determined a layoff cannot be avoided, the parties agree to meet to discuss voluntary separation options prior to any forced layoff. This is the first step in a workforce reduction program and would be done prior to implementing Article IV of the CBA.

The Company agrees to have the work associated with the Demand Response (DR) program assigned to Local 855 members in their respective district locations. If there are regulatory issues with regard to a requirement to have this work performed by a licensed electrician, the Company will meet with the Union to review these requirements prior to assigning the work to an electrical contractor.

The Company agrees to discuss with Local 855 any new opportunities that may arise in renewable energy sources as it pertains to any Heating, Ventilation, and Air Conditioning (HVAC) work prior to any Request for Proposals (RFP) being sent.

Effective with this agreement, the Company will meet with the Union to formulate a Letter of Understanding and Commitment between PSE&G and UA Local 855 regarding contracting of Gas Distribution work.

HOME BASED REPORTING

For the calendar year of 2010, the Company will agree not to exercise its right to terminate the Home Based Reporting program. However, the parties agree that they will meet on a regular basis to discuss and identify both cost cutting and productivity improvement opportunities to the Home Based Reporting program.

CONTRACTING OF WORK

During this agreement the Company will continue to contract out work associated with the NJ State Economic Stimulus Program within PSE&G. This contracting of work shall not result in the layoff or downgrading, with reduction of pay, of bargaining unit employees who customarily perform this work. For Gas Delivery, all piping associated with the gas main tie-in will not be performed by contractors. At the completion of NJ State Economic Stimulus Program, the Company will return to the "Pre-NJ State Stimulus" contractor levels. The Company agrees to continue all contracting of work discussions in accordance with the contracting of work letters of agreement within the CBA.

OPERATIONAL EXCELLENCE COMMITTEE

The parties agree that they will meet on a regular basis to discuss opportunities to improve operational performance ideas submitted by either party. The committee will meet monthly initially and once established on a quarterly basis or more frequently if required. A local forum or a website will be made available to all employees to post and track all ideas and associated savings. The committee will be made up of five (5) members from the Company and the five (5) members from Local 855's Executive Board. Additional guests from either the Company or Unions may be invited for subject matter expertise. The committee will be disbanded at the end of this agreement.

E-PAY

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.

Tuition Aid

Effective 9/1/2010, the Company will reinforce the rules for tuition reimbursement that require participants to be enrolled in an approved program within the functional area in which an employee currently works. An employee may pursue a degree program in a functional area different from that in which the employee is currently working, as long as the different functional area exists within the Company. If the functional area has a low headcount, has low turnover, and provides limited opportunity for use of the degree, the request for tuition reimbursement will be denied. All employees currently enrolled in a program will be able to complete their degree. Annual tuition aid will be capped at \$3500 for certification programs, \$5500 per year for Undergraduate Degrees and \$10,000 per year for Master Degree Programs. The Company will review these caps on an annual basis. All reimbursements for tuition aid must be made within 90 days of the completion of the semester.

IN WITNESS WHEREOF the parties have set their hands and seals effective with the day and year first above mentioned.

PUBLIC SERVICE ELECTRIC AND GAS COMPANY

S/Margaret M. Pego
S/John F. Tiberi
S/Phil DiVuolo
S/Edward J. Biggins, Jr.

**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, AFL-CIO**

NEGOTIATING COMMITTEE:

S/Harrison Burd, Jr.
S/Cornelius Wojceichowski
S/Lawrence Andreano
S/Floyd Bligh
S/Richard Geis
S/Gary Hoag
S/Hector Morales
S/Michael Tagliarine
S/Joseph J. Baeli, Jr.
S/Charles DiStasi
S/Rolando Hernandez
S/Michael Kelly
S/Gregg Murray

9/12/12

**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, AND CENTRAL CAMDEN,
HARRISON AND LINDEN S.N.G GAS PLANTS**

The parties reached a tentative agreement on a contract extension that will become effective May 1, 2013 and will expire on April 30, 2017. The terms of this agreement will become effective upon ratification by the membership of the

Union. If this is not ratified, the terms of the existing CBA will remain in place until April 30, 2013. The parties agree that upon ratification all of the terms and conditions of the CBA dated May 1, 2005 and as amended by the Extension Agreement that took effect May 1, 2011 will remain in force until April 30, 2017, with the following exceptions:

Wages

The parties have agreed to the following wage increases:

Effective 5/1/13: 1.5% base, 1.5% lump sum

Effective 5/1/14: 2.0% base

Effective 5/1/15: 2.0% base

Effective 5/1/16: 2.25% base

Employee Benefits

1. Final Average Pay and Cash Balance Pension Plans

Upon ratification of this agreement, the Final Average Pay and Cash Balance Pension Plans will continue and not be altered during the term of the agreement.

2. Health Care Benefits

Upon ratification of this agreement, the health care benefits for employees will continue for the term of the extension with the following changes:

a. Medical Plan Cost-Sharing for Choices Participants

Beginning on January 1, 2015, the employee share of the medical plan contributions for Choices participants will be modified as follows:

1/1/15 – employee 85%/15% (company/employee),
spouse/dependents 82.5%/17.5%

1/1/16 – employee 85%/15%, spouse/dependents 80%/20%

1/1/17 – employee 85%/15%, spouse/dependents
77.5%/22.5%

1/1/18 – employee 85%/15%, spouse/dependents 75%/25%

b. Prescription Drug Co-Payments

The prescription drug co-payment for Choices and Benefits 2000 employees will be modified as follows:

For one month supply:

Effective 1/1/14 Retail: \$7.50 (generic)/\$15 (brand formulary)/\$30 (brand non-formulary)

For three month's supply:

Effective 1/1/14 Mail: \$15.00 (generic)/\$30 (brand formulary)/\$60 (brand non-formulary)

c. VEBA Contribution

The Company will increase the VEBA contribution for eligible Benefits 2000 employees from the current \$300/year contribution to \$500/year effective January 1, 2014 and for each year thereafter for the term of the agreement.

d. High Deductible Health Plans/Temporary Employees

The \$750 deductible plan presently offered has become cost prohibitive and plan participation has diminished. As a result, effective January 1, 2014, the Company will eliminate the \$750 deductible plan. The \$1500 deductible plan will remain in place.

Beginning January 1, 2014, the Company will offer a new high deductible plan with a \$2,000/\$4,000 deductible which

complies with the IRS guidelines for a “high deductible health plan”. This will permit the Company to include a health savings account (HSA)*, to which employees will be able to contribute pre-tax dollars for qualifying medical expenses. In addition to employer contributions the HSA:

-[*an HSA is an account that employees can contribute pre-tax money to pay for most medical expenses (limited exceptions include medical premiums). It is a feature of a high-deductible health plan and can also be funded by an employer. Amounts contributed to an HSA grow tax-free and are portable. They can also be accumulated from year to year.]

The current deductible levels may be adjusted by the Company if the IRS adjusts the minimum deductible level for HDHPs. Employees selecting the HDHP will have the option of separately selecting traditional dental and prescription drug coverage through the Company.

For each permanent employee that enrolls in this plan, the Company will contribute an initial, one-time payment of \$500 to employee’s HSA account. In addition, for each year that the permanent employee remains enrolled in the plan, the Company will contribute \$750 per year into the HSA if the employee participates in each of the following three annual wellness programs: (1) tobacco-free pledge, (2) health risk assessment, and (3) cardiovascular disease (CVD) screening. If an employee chooses to complete two of these programs, the Company will contribute \$500 to the HSA; if the employee completes one of the programs, the Company will contribute \$250 to the HSA. The Company and Union will meet to further discuss the plan design for the plan.

This plan will be offered as one of the options for permanent employees. The current practice for permanent employees changing health care coverage will continue.

e. Temporary Employees

The HDHP will be the only medical plan option for temporary employees who are required to be covered for health insurance under the Patient Protection and Affordable Care Act (PPACA) effective January 1, 2014. Temporary employees who become permanent shall be entitled to change health care plans if they so choose. If they choose to remain in the HDHP as permanent employees, they will be eligible for the employer contributions (\$500 one-time and \$750 annual wellness) referenced above.

f. Health Care Plans

The parties recognize that uncertainty exists regarding the provision of health care after the enactment of the PPACA law. The parties agree to meet periodically to discuss developments related to PPACA during term of this Agreement. The parties further agree to negotiate required plan design changes to the Company's medical benefits program as may be appropriate as a result of PPACA, its implementing rules/regulations, future legislated national or state health care programs or mandates, or any modifications to the Medicare Program.

g. Health Care Cost Containment Committee

The parties agree to continue their joint efforts to address health care costs through the Health Care Cost Containment Committee. Items such as plan design and choice of benefits administrators will be discussed through this Committee.

h. Preventative Care

The Company agrees that any preventative care services being provided by the Company, as defined by the Department of Health & Human Services as of May 1, 2013, shall be continued at no cost to the employee regardless of the status of PPACA.

i. Wellness

The Union and Company agree that employee health and well-being is of great significance. The parties will work together to discuss programs and options for employees to encourage healthy lifestyles and wellness screenings, including exploring wellness credits towards health insurance, healthy eating options at company events/meetings, etc. This topic will be added to the agenda for each Health Care Cost Containment Meeting.

Job Security

The intent of this Agreement between the parties is to protect jobs while maintaining a strong financial position for the Company. During the course of this agreement, if reduction of workforce is required due to slow economic recovery or erosion of earnings due to low energy prices, low demand, or other regulatory issues, the Company will initially eliminate contractors throughout the business to provide employment opportunities. The Company will meet with the Union in an effort to avoid layoffs in accordance with the Schedule D Letter – Job Security. If it is determined a layoff cannot be avoided, the parties agree to meet to discuss voluntary separation options prior to any forced layoff. This is the first step in a workforce reduction program and would be done prior to implementing Article IV of the CBA.

The Company agrees to have the work associated with the Demand Response (DR) program assigned to Local 855 members in their respective district locations. If there are regulatory issues with regard to a requirement to have this work performed by a licensed electrician, the Company will meet with the Union to review these requirements prior to assigning the work to an electrical contractor.

The Company agrees to discuss with Local 855 any new opportunities that may arise in renewable energy sources as it pertains to any Heating, Ventilation, and Air Conditioning

(HVAC) work prior to any Request for Proposals (RFP) being sent.

Effective with this agreement, the Company will meet with the Union to formulate a Letter of Understanding and Commitment between PSE&G and UA Local 855 regarding contracting of Gas Distribution work.

As work opportunities continue to change within different segments of the bargaining unit, there will be continued opportunities offered to provide gainful employment across different parts of the Company. The Company and Union will meet to develop a plan to address workload and propose options for offsetting the need for contractors that are economical and compliant with regulatory requirements.

Contracting of Work

During this agreement, the Company may continue to contract out work associated with the current or future State economic stimulus programs within PSE&G. This contracting of work shall not result in the layoff or downgrading, with reduction of pay, of bargaining unit employees who customarily perform this work. For Gas Delivery, all piping associated with the gas main tie-in will not be performed by contractors. If the Company contracts out work as part of a current or future economic stimulus program, it agrees to return to “pre-stimulus” contractor levels once the stimulus program is completed. The Company agrees to continue all contracting of work discussions in accordance with the contracting of work letters of agreement within the CBA.

Home Based Reporting

The Home Based Reporting (HBR) agreement dated January 24, 2011 will be extended through April 30, 2017.

S/Frank A. Romano
S/Harrison Burd, Jr.

3/9/16

**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, AND CENTRAL CAMDEN,
HARRISON AND LINDEN S.N.G GAS PLANTS**

The parties reached a tentative agreement on a contract extension that will become effective May 1, 2017 and will expire on April 30, 2021. The terms of this agreement will become effective upon ratification by the membership of the Union. If this is not ratified, the terms of the existing CBA will remain in place until April 30, 2017. The parties agree that upon ratification all of the terms and conditions of the CBA most recently dated May 1, 2013 will remain in force until April 30, 2021, with the following exceptions:

Wages

The parties have agreed to the following wage increases:

- 1/2/17: 3.0%
- 5/1/18: 3.0%
- 9/1/19: 3.0%
- 5/1/20: 3.0%

Employee Benefits

Upon ratification of this agreement, the health care benefits for employees will continue for the term of the extension with the following changes:

A. Active Employee Medical Plans -

1. **Deductible:** Effective January 1, 2017, the following deductibles will apply:

PPO: In-Network Deductible: \$600
Individual/\$1,200 Family
Out-of-Network Deductible: \$1,200
Individual/\$2,400 Family

HMO: In-Network: \$500 Individual/\$1,000
Family

2. **Co-Pay:** Effective January 1, 2018, the co-pays will adjusted as follows:

PPO

Emergency Room: \$250 (waived if admitted)
Urgent Care In-Network: \$35
PCP Office Visit In-Network: \$20
Specialist Office Visit: \$50

HMO

Emergency Room: \$250 (waived if admitted)
Urgent Care: \$30
PCP Office Visit: \$15
Specialist Office Visit: \$45

The HMO and PPO co-pays will not apply towards deductible, but will apply to Maximum Out-of-Pocket Limits. Deductibles also apply to the Maximum Out-of-Pocket Limits.

If an employee believes that a co-pay has been incorrectly applied, they may appeal this decision to the Employee Benefits Committee.

3. Prescription Drug

- Effective 1/1/2018: Retail (Generic/Brand Name Preferred/Brand Name Non- Preferred & Specialty) - \$7.50/\$20/\$40
- Effective 1/1/2018: Mail (Generic/Brand Name Preferred /Brand Name Non- Preferred & Specialty) - \$15/\$40/\$80

The dispense as written (DAW) penalty for selecting brand drugs when a generic was available will be applied to retail and mail orders.

B. Pre-65 Retiree Medical Plan

The deductible and medical co-pay changes described in Sec. A (1) and (2) above will be applied to the pre-65 union retiree medical plans for those who retire on or after January 1, 2018. The prescription drug coinsurance for existing and future retiree participants will remain at the coinsurance design that is currently in place.

C. Wellness Incentives

Effective January 1, 2017, the Company will increase the ability to earn rewards from our current Wellbeing Vendor, Virgin Pulse, each quarter, for eligible Benefits 2000 and Choices employees from the current \$300/year to \$500/year and for each year thereafter for the term of the agreement.

Benefits 2000 represented employees not enrolled in the High Deductible Health Savings Plan can earn an additional \$100/year in the 2017 Health Care Reimbursement Account by completing a health assessment in 2016 and another \$100 in Virgin Pulse Cash if they track their steps for 10 days in any quarter.

D. Pension Supplemental Benefit

The Company will increase the pension supplemental benefit for pre-age 65 Choices retirees within the Pension Plan from \$4.00 per month per year of service to \$5.00 per month per year of service for those who retiree on or after January 1, 2018.

E. Same Sex Domestic Partnership/Civil Union Eligibility Change

Effective January 1, 2017, eligibility for spousal coverage will be based on marital status in light of the change in law which recognizes same-sex marriages. Same-sex domestic partner/civil union couples who were approved for coverage under PSEG's medical/dental plans before Jan. 1, 2017 will be "grandfathered," which means that they will continue to be covered under the PSEG health care plans. New applications for coverage after January 1, 2017 will require proof of marriage.

F. Health Care Plans

The parties recognize that uncertainty continues to exist regarding the provision of health care after the enactment of the PPACA law. The parties agree to meet periodically to discuss developments related to PPACA during term of this Agreement. The parties further agree to negotiate required plan design changes to the Company's medical benefits program as may be appropriate as a result of PPACA, it's implementing rules/regulations, future legislated national or state health care programs or mandates, or any modifications to the Medicare Program. If mandatory government-funded healthcare (e.g., single payer) is implemented, the parties will negotiate the impacts of this change and the effect on the overall level of benefits of union employees.

S/Frank A. Romano
S/Cornelius Wojceichowski

10/6/20

**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 until April 30, 2023, 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 year additional paid time off to supplement their existing vacation days and floating holidays.
 - For full-time permanent represented employees, the Company will provide additional paid time off to supplement their existing vacation days and floating holidays based upon their month of hire:
 - If hired between January and September, the Company will provide 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.
- Full-time represented permanent employees who have less than 2 years of service, temporary employees, and seasonal employees can use up to 40 hours of vacation days, floating holidays, and Personal Time per calendar year for purposes covered by the Law, provided that the following notification and documentation requirements are met:
 - Employees must provide 7 calendar days' advance notice of the intent to use the time and its expected duration if such use is foreseeable (e.g., an annual physical). Employees must make reasonable efforts to schedule foreseeable time away from 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.

S/Dianne LaRocca
S/Cornelius Wojceichowski

3/10/23

**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 31st 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 31st 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

Refer to Article VII Vacations – Leaves of Absence.

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.

*The remainder of pages 3 through 18 have been intentionally omitted and can be found in other sections of the CBA that are more applicable.

10/20/23

**RE: 2023-2027 MEMORANDUM OF AGREEMENT;
BENEFITS ISSUES**

This letter serves to confirm the parties' understandings regarding benefit changes negotiated in the 2023-2027 Memorandum of Agreement between the parties.

The open enrollment period for 2024 health benefits commences on Monday, October 23rd. The parties recognize that members currently enrolled in either the Indemnity or the HMO plans will have the opportunity to select their new coverage during open enrollment. In order to minimize disruption in employees' health benefits coverage, the parties agree that in the event an employee in one of these two plans does not select a new plan, the following "default" selections will be applied:

- Employees enrolled in the Indemnity plan in 2023 will default into the Health Savings Medical Plan (HSMP) for 2024 if no selection is made; and
- Employees enrolled in the HMO plan in 2023 will default into the PPO plan for 2024 if no selection is made.

In addition, the parties recognize that, effective January 1, 2025, the Employer will cease making contributions into the VEBA plan for all employees pursuant to the Memorandum of Agreement. At that time, the VEBA plan will also cease accepting voluntary employee contributions.

S/Steven H. Banks
S/Gregg Murray

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