

**AGREEMENT**

**BETWEEN**

**PUBLIC SERVICE ELECTRIC & GAS COMPANY**

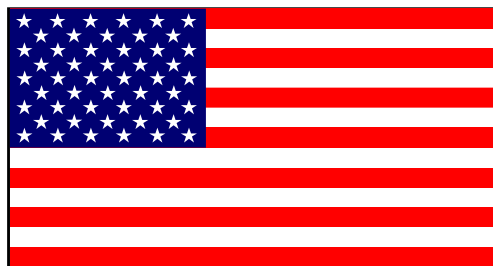
**ON BEHALF OF ITS CUSTOMER OPERATIONS LOCATIONS**

**(DISTRICT OFFICES, CREDIT AND COLLECTION CENTER,  
CUSTOMER PAYMENT PROCESSING CENTER,  
CUSTOMER INQUIRY CENTERS, CUSTOMER BILLING CENTERS, AND  
THE TELEPHONE SERVICES DEPARTMENT**

**AND**

**UWUA, AFL-CIO/ LOCAL 601**

**Effective May 1, 2023  
Through April 30, 2027**



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**Effective May 1, 2023  
Through April 30, 2027**

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**AGREEMENT**

**BETWEEN**

**PUBLIC SERVICE ELECTRIC & GAS COMPANY  
ON BEHALF OF ITS CUSTOMER OPERATIONS LOCATIONS  
DISTRICT OFFICES, CREDIT AND COLLECTION CENTER,  
CUSTOMER PAYMENT PROCESSING CENTER,  
CUSTOMER INQUIRY CENTERS, CUSTOMER BILLING CENTERS, AND  
THE TELEPHONE SERVICES DEPARTMENT**

**AND**

**UWUA, AFL-CIO/ LOCAL 601**

This Agreement is made by and between Public Service Electric and Gas Company, its successors and assigns (hereinafter called the Company) on behalf of its District Offices, Credit and Collection Center, Customer Payment Processing Center, Customer Inquiry Centers, Customer Billing Centers, Telephone Services Department and the UWUA, AFL-CIO/ LOCAL 601 (hereinafter called the Union).

PSE&G (the "Company") and the Utility Workers Union of America, AFL-CIO (the "Union") commit to the development of a mutually trusting, cooperative and respectful environment leading to a stable, growing and profitable organization, wherein each and every employee can achieve full potential.

We hereby agree to develop a work environment of trust and cooperation.

We are committed to create a work environment where:

We achieve continuous improvement in every aspect of our business and our work.

Empowered employees work as a team.

Our employees are recognized as excited and motivated people striving to grow and profit as individuals, as team members, as a union, as a group, and as a Company.

We pursue, through Company and Union cooperation, quality and value in customer services.

The Employer agrees that this contract shall be valid and binding upon it and its successors or assigns. Before the Employer sells, leases, transfers or assigns the business covered hereby to any purchaser transferee or assignee, such person must be advised by the Employer of the existence of this Collective Bargaining Agreement and Employer agrees to do so. The Employer also agrees to provide a copy of this Collective Bargaining Agreement to any prospective purchaser of the business.

The parties hereto agree as follows:

**ARTICLE I  
REPRESENTATION AND RECOGNITION**

**Recognition of Utility Workers Union of America, AFL-CIO/Local 601**

SEC. 1. Local 601 of the Utility Workers Union of America, AFL-CIO (having been accepted by the Company as the successor in interest to the Utility Co-Workers' Association) which was previously certified as a result of elections conducted by the National Labor Relations Board (Case No. 2RC-787 - District Offices and Customer Payment Processing Center and Customer Inquiry and Accounting Centers; Case No. 22 RC-4595 - Telephone Services Department) and through the agreement of the parties, as the bargaining agency for those employees constituting the bargaining unit in all of the Company's District Offices, Credit and Collection Center, Customer Payment Processing Center, Northern Inquiry Center, Northern Customer Billing Center, Southern Inquiry and Customer Billing Center and Telephone Services Department is hereby recognized by the Company as the exclusive bargaining representative for all employees in said bargaining unit.

## **Article I – Continued**

### **Employees Covered by Agreement**

SEC. 2. The employees, whom this Agreement covers, include all of the employees of the Company's District Offices, Credit and Collection Center, Customer Payment Processing Center, Customer Inquiry Centers, Customer Billing Centers and Telephone Services Department except employees in supervisory, confidential, and Marketing Services Department specialist positions. The employees covered by this Agreement are shown in the "Lists of Positions Eligible for Union Membership," dated May 1, 2005, which is attached hereto and made a part hereof.

Except as specifically noted otherwise, every reference made throughout this Agreement to "District Offices" shall be considered to include the Credit and Collection Center, Customer Payment Processing Center, the Northern Inquiry Center, the Northern Customer Billing Center, the Southern Inquiry and Customer Billing Center and every reference made to "Manager" shall be considered to include District Managers, the Manager - Credit and Collection Center, the Manager - Customer Payment Processing Center, the Manager - Northern Inquiry Center, the Manager Southern Inquiry and Customer Billing Center, the Manager Northern Customer Billing Center, and the Manager - Telephone Services Department.

It is understood that employees in supervisory and confidential positions may perform work assignable to employees of the bargaining unit, when occasion requires. It is further understood that such work shall not result in demonstrated reduction of bargaining unit jobs.

## **ARTICLE II UNION-COMPANY RELATIONSHIP**

### **Rights of Management**

SEC. 1. The management of the Company and the direction of the working forces, including but not restricted to the right to hire, suspend, discharge for proper cause, promote, demote, or transfer, and the right to determine the size of the working forces, are recognized to be in the Company, but each employee covered in this Agreement shall have the right provided in this Agreement for the adjustment of grievances.

### **Maintenance of Uninterrupted and Continuous Service**

SEC. 2.

a. The Company agrees that as long as this Agreement is in force there shall be no lockout of employees covered by this Agreement.

b. The Union agrees that as long as this Agreement is in force, it will not call, engage in, participate in, or sanction any strike whatsoever, either slowdown, sit down, sympathetic, general or any kind.

c. However, it is understood that if either party refuses to exhaust the arbitration remedies provided for in this agreement, Section 3 of Article XX may be applied.

### **Non-Coercion of Employees**

SEC. 3. There shall be no discrimination, interference, restraint, or coercion by the Company or any of its agents against any employees because of their 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 coerce employees into membership in the Union and shall not solicit membership in the Union during the working hours of any employee involved.

### **No Subterfuge to Defeat or Avoid Terms of Agreement**

SEC. 4. 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.

## **Article II - Continued**

### **Non-Discrimination**

SEC. 5. 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, disability, Veteran status or national origin.

## **ARTICLE III BULLETIN BOARDS**

### **Use of Bulletin Boards**

SEC. 1. The Company shall provide one bulletin board in each office which shall be solely for the Union's use in posting notices. Such notices shall be restricted to:

- (a) Notices of meetings of the Union;
- (b) Notices of its elections;
- (c) Notices of its appointments to office and the results of its elections; and
- (d) Notices of its social, educational, or recreational affairs;

and, provided further, that such notices shall contain nothing political or controversial or reflecting upon the Company, any of its employees, or any labor organization among its employees. The Company may refuse to permit the posting of notices or other material which would violate any of the provisions of this paragraph.

## **ARTICLE IV MAINTENANCE OF MEMBERSHIP**

### **Maintaining Membership**

SEC. 1.

#### **(a) Present Employees**

All employees who on the date of signing of this Agreement were members of the Union in good standing with respect to initiation fees and dues, and all employees who become members after that date shall, as a condition of employment, maintain their membership in the Union in good standing with respect to initiation fees and dues, for the period of this Agreement.

#### **(b) New Employees**

All persons except part-time 301 Consumer Adviser Assistants, hired for job classifications within the bargaining unit, shall, as a condition of employment, be required to affiliate with the Union on the 30th consecutive calendar day after the date of their employment or on the 30th consecutive calendar day after the date of the signing of this Agreement, whichever is later, and maintain membership in the Union in good standing with respect to initiation fees and dues during the period of this Agreement.

### **No Coercion of Employees Into Membership in Union**

SEC. 2. The Union agrees that neither it nor any of its officers or members will intimidate or coerce employees into membership in the Union. If any dispute arises as to whether there has been any violation of this pledge, it shall be handled in accordance with the grievance procedure, provided in Article XV of this Agreement.

### **Notice of Lapse in Membership**

SEC. 3. In the event that any Union members allow their membership in good standing to lapse for nonpayment of initiation fees or dues, they shall receive due notice, in writing, from the Secretary of the Union, or from the Secretary of the Local Council, with a copy to the Manager, and shall have 10 consecutive calendar days thereafter in which to re-establish their membership. Should they fail to re-establish their membership in good standing with

## **Article IV – Continued**

respect to initiation fees or dues, within the said period, their employment, upon request by the Union, shall be terminated.

### **Check-Off of Union Dues**

SEC. 4. The Company will deduct from four paychecks each month one quarter of the monthly Union dues and from ten paychecks the Union initiation fee of each Union member who, in writing, voluntarily authorizes the Company to do so on a payroll deduction authorization form acceptable to the Company. Such deductions shall be remitted to the Union monthly at the earliest convenient date.

## **ARTICLE V SALARIES**

### **Position Classification by Salary Grades, Salary Ranges, Salary Progression Steps and Availability Rate Achievement**

SEC. 1. Effective May 1, 2023, salary rates shall be those set forth in Exhibit "A" ("Salary Grades, Salary Ranges, and Salary Progression Steps, Weekly Rates - Effective May 1, 2023,") attached hereto and made a part hereof.

Effective May 1, 2023, salary rates of all employees compensated in accordance with Exhibit "A" will be increased 4.00% based on rates in effect on April 30, 2023. The salary rates shall be those set forth in Exhibit "A" ("Salary Grades, Salary Ranges, and Salary Progression Steps, Weekly Rates - Effective May 1, 2023, ") attached hereto and made a part hereof.

Effective May 1, 2024, salary rates of all employees compensated in accordance with Exhibit "A" will be increased 3.00% based on rates in effect on April 30, 2024. The salary rates shall be those set forth in Exhibit "A" ("Salary Grades, Salary Ranges, and Salary Progression Steps, Weekly Rates - Effective May 1, 2024") attached hereto and made a part hereof.

Effective May 1, 2025, salary rates of all employees compensated in accordance with Exhibit "A" will be increased 3.00% based on rates in effect on April 30, 2025. The salary rates shall be those set forth in Exhibit "A" ("Salary Grades, Salary Ranges, and Salary Progression Steps, Weekly Rates - Effective May 1, 2025") attached hereto and made a part hereof.

Effective May 1, 2026, salary rates of all employees compensated in accordance with Exhibit "A" will be increased 3.00% based on rates in effect on April 30, 2026. The salary rates shall be those set forth in Exhibit "A" ("Salary Grades, Salary Ranges, and Salary Progression Steps, Weekly Rates - Effective May 1, 2026") attached hereto and made a part hereof.

### **Salary Adjustments**

SEC. 2 Effective April 1, 2005, a training rate has been incorporated into the maximum step of each nomenclature. In consideration for this additional compensation for each nomenclature, the General Requirements under the Job Specifications Preamble has been modified to include training. It is understood that once an employee has attained the maximum rate in any position, they can be utilized for training in any position, once they are deemed qualified, without upgrading.

The Letter of Agreement number 70 entitled "Job Specifications" dated May 1, 2002, shall no longer apply.

### **Statement of Progression Policy**

SEC. 3. The "Statement of Progression Policy" is attached hereto as Exhibit "B" and made a part hereof.

### **Job Specifications**

SEC. 4. The manual entitled "Job Specifications - Customer Operations", dated May 1, 2011, is by reference incorporated in this Agreement.

**Article V – Continued**

**Weekly Payment of Salaries**

SEC. 5. Payday shall be the second Wednesday following the close of the basic payroll week. If a holiday is observed on a Wednesday, employees will be paid on Tuesday. Payment shall include all compensation earned during the basic payroll week.

Employees may elect to receive their pay by electronic funds transfer or have their pay mailed. The pay for employees selecting the electronic funds transfer option will be transferred to their accounts on the Tuesday preceding the holiday that falls on Wednesday.

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

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

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

**ARTICLE VI  
HOURS OF WORK AND OVERTIME**

**Basic Workweek**

Sec. 1. The basic payroll week shall begin at 12:01 a.m. Monday and end at 12:00 midnight on the following Sunday.

Full Time Employees: The basic workweek (unless otherwise provided by law) for full-time employees shall consist of forty hours; there shall be five scheduled basic workdays, and two consecutive days off. Changes in the scheduled workweek of full time employees will generally be made known one week in advance. If a change is made in the schedule with less than forty-eight hours notice to the employee, hours worked outside the previous schedule shall be considered as overtime.

The workweek schedule for all permanent full-time employees will be Monday through Friday with the following exceptions:

- 308, 305 - Northern and Southern Inquiry Centers
- S390, S391, S392 - Telephone Services Department
- All nomenclatures – Customer Payment Processing Center

<u>Basic Workweek</u>	<u>Consecutive Days Off</u>
Monday – Friday	Saturday, Sunday
Tuesday – Saturday	Sunday, Monday
Wednesday – Sunday	Monday, Tuesday
Thursday – Monday	Tuesday, Wednesday
Friday - Tuesday	Wednesday, Thursday



**Article VI - Continued**

Saturday – Wednesday      Thursday, Friday  
Sunday – Thursday          Friday, Saturday

**369/370**

<u>Basic Workweek</u>	<u>Consecutive Days Off</u>
Monday - Friday	Saturday, Sunday
Tuesday - Saturday*	Sunday, Monday*
Thursday - Monday**	Tuesday, Wednesday**

\* No more than four permanent Meter Readers at each meter reading location.

\*\* No more than two permanent and two temporary summer Meter Readers at each meter reading location.

Employees working Thursday through Monday will be assigned only "scrap" on Sundays.

**365**

<u>Basic Workweek</u>	<u>Consecutive Days Off</u>
Monday - Friday	Saturday, Sunday
Tuesday - Saturday*	Sunday, Monday*

\* Can have one employee on this shift if more than one 365 in the location (See Letter dated July 5, 2001)

**306**

<u>Basic Workweek</u>	<u>Consecutive Days Off</u>
Tuesday - Saturday***	Sunday, Monday***

\*\*\*No more than one permanent Field Service Representative per location where more than one is located.

Temporary Part Time Employees: The schedule for part-time employees shall not be restricted to five days. There shall be no predetermined work schedule for part-time employees.

**Basic Workday**

SEC. 2. Full-Time Employees: The basic workday for full-time employees shall consist of eight hours of work. The daily hours of work shall be continuous, except that a meal period of one-half hour, and not included as working time, shall be allowed. Meal period provisions of Section 2 do not apply to meter readers. Please reference Letter of Agreement #55, dated May 1, 2011.

The daily hours of work in District Offices and Customer Service Centers shall be from 7:30 a.m. to 4:00 p.m. A maximum of four permanent Meter Readers at each meter reading location may be assigned to an 11:30 a.m. to 8:00 p.m. work schedule. No employee will be required to work this schedule. Additional temporary summer employees may be assigned to an 11:30 a.m. to 8:00 p.m. work schedule. Employees on this work schedule shall be assigned "scrap" after 4:30 p.m. with no assignments scheduled after 7:30 p.m. Such assignments shall be made taking into consideration the safety of the employees. It is understood that employees who are confronted by any situation or condition considered hazardous to their safety, shall leave the area immediately.

**Customer Payment Processing Center**

The daily hours of work for all employees at the Customer Payment Processing Center shall be from 3:00 a.m. to 4:30 p.m. with the following shifts. Separate shift selections will be conducted in accordance with letter of Agreement titled "Annual Shift Selection":

- 3:00 a.m. to 11:30 a.m.
- 4:00 a.m. to 12:30 p.m.
- 6:00 a.m. to 2:30 p.m.
- 7:00 a.m. to 3:30 p.m.
- 8:00 a.m. to 4:30 p.m.

## Article VI - Continued

### Telephone Department

The daily hours of work in the Telephone Department shall be 8:00 a.m. to 4:30 p.m., 3:00 p.m. to 11:30 p.m. and 11:00 p.m. to 7:30 a.m.

The regular schedule of work for all Telephone Services Department employees shall be posted one week in advance. If a change is made in the posted schedule without at least twenty-four hours' notice to the employee, hours outside the previous schedule, worked within the twenty-four hours following said notice, shall be considered as overtime.

### Customer Inquiry Departments

The daily hours of work in the Customer Inquiry Department at the Northern Inquiry Center and the Southern Inquiry and Customer Billing Center are listed below:

For Northern Inquiry:

5:00 a.m. to 1:30 p.m.  
6:00 a.m. to 2:30 p.m.  
7:00 a.m. to 3:30 p.m.  
8:00 a.m. to 4:30 p.m.  
9:00 a.m. to 5:30 p.m.  
10:00 a.m. to 6:30 p.m.  
11:30 a.m. to 8:00 p.m.  
3:00 p.m. to 11:30 p.m.  
11:00 p.m. to 7:30 a.m.

For Southern Inquiry:

8:00 a.m. to 4:30 p.m.  
9:00 a.m. to 5:30 p.m.

The 05:00 a.m. to 1:30 p.m. and 06:00 a.m. to 2:30 p.m. shifts which will each be staffed with a minimum of four service representatives. The 05:00 a.m. to 1:30 p.m. and 06:00 a.m. to 2:30 p.m. shifts shall be considered as one working unit for the purposes of vacation selection.

All other shifts listed above will have a minimum staffing level of one service representative. Minimum Staffing levels will be effective 1/1/2012.

Northern Internet Inquiry Shifts:

7:00 a.m. to 3:30 p.m. Monday through Friday; 8:00 a.m. to 4:30 p.m., Monday through Friday; 9:00 a.m. to 5:30 p.m. Monday through Friday. These shifts will be filled with a minimum of one internet representative. The 9:00 a.m. to 5:30 p.m. Tuesday through Saturday may be utilized in the future after discussion with the Union. This shift may be filled with employees who successfully bid into the position.

Southern Internet Inquiry Shift:

07:00 a.m. to 3:30 p.m. Monday through Friday. Those 346 Internet Representatives in the position prior to 5/1/2011 will be grandfathered into their current shift. The work locations for future postings will be Northern or Southern Inquiry, and location will be determined by Management.

Separate shift selections will be conducted for the following employees in accordance with letter of Agreement titled "Annual Shift Selection":

- 305 Senior Service Representatives
- 309/309i Bilingual/Customer Assistance Representatives
-

## Article VI - Continued

- 308 Customer Service Representatives
- 308i Bilingual Customer Service Representatives
- 346 Internet Inquiry Representatives
- 349 Clean Energy Future Agent

### **Credit and Collection Center**

The daily hours of work at the Credit and Collection Center shall be 7:00 a.m. to 9:15 p.m.

All employees in the Credit and Collection Center shall be subject to shift selection and may be scheduled to one of the following shifts:

#### 362 Group Supervisor Collection and Credit:

- 7:00 a.m. to 3:30 p.m.
- 7:30 a.m. to 4:00 p.m.
- 8:00 a.m. to 4:30 p.m.
- 11:30 a.m. to 8:00 p.m.
- 12:30 p.m. to 9:00 p.m.
- 12:45 p.m. to 9:15 p.m.

#### 367 & 3678 Senior Credit and Collection Representative:

- 7:00 a.m. to 3:30 p.m.
- 7:30 a.m. to 4:00 p.m.
- 8:00 a.m. to 4:30 p.m.
- 8:30 a.m. to 5:00 p.m.
- 9:00 a.m. to 5:30 p.m.

#### 367 A Credit and Collection Representative:

- 7:00 a.m. to 3:30 p.m.
- 7:30 a.m. to 4:00 p.m.
- 8:00 a.m. to 4:30 p.m.
- 8:30 a.m. to 5:00 p.m.
- 9:00 a.m. to 5:30 p.m.
- 9:30 a.m. to 6:00 p.m.
- 11:30 a.m. to 8:00 p.m.
- 12:30 p.m. to 9:00 p.m.

#### 353 Stenographer and 354 Typist Clerk:

- 8:00 a.m. to 4:30 p.m.
- 9:00 a.m. to 5:30 p.m.
- 11:30 a.m. to 8:00 p.m.

Shift selections at the Credit and Collection Center will be based on Combined Office seniority among each nomenclature within the department. Separate shift selections will be conducted in accordance with letter of Agreement titled "Annual Shift Selection".

### **Customer Accounts Departments**

The daily hours of operation for all employees in the Customer Accounts Department in the Southern and Northern Customer Billing Centers shall be from 6:45 a.m. to 1:00 a.m. Employees shall be scheduled to one of the following shifts:

## Article VI - Continued

6:45 a.m. to 3:15 p.m.  
7:45 a.m. to 4:15 p.m.  
4:30 p.m. to 1:00 a.m.

Effective May 1, 2002, it was agreed that those permanent full time employees currently in positions in the Customer Accounts Department on May 1, 2002 shall not be required to work on shifts that extend beyond 4:15 p.m. Should it become necessary to staff the 4:30 shift, a Senior Bookkeeper position will be filled to assume the responsibilities necessary in overseeing duties of the late shift employees. Further, daytime positions will not be reduced as a result of the second shift.

### **Variations**

Changes in the work schedules of employees who are subject to variations shall, as a matter of general practice, be made known one week in advance. However, if a change is to be made in the announced schedule without at least forty-eight hours' notice to the employee, hours outside the previous schedule, worked within the forty-eight hours following said notice, shall be considered as overtime. Variations shall be permitted and may be assigned by the Company as the conditions of work require, as follows:

<u>Position</u>	<u>Maximum Variation</u>
All employees at the CSCs, and 365, 350, 353, 370, 302, 354 positions at the District Offices	1/2 hr. before 7:30 a.m.; 2 hrs. after 4:00 p.m.
368, 364 at the District Offices	1/2 hr. before 7:30 a.m.;
362 positions at District Offices	1 hr. before 7:30 a.m.;
All permanent employees at the CPPC except the 381 assigned to the CPPC on or before May 1, 1996	1 hr. prior to the scheduled start time
S391 in the Telephone Services Department	1 hr. before 8:00 a.m. 1 hr. after 4:30 p.m.

Temporary Part-Time Employees: There shall be no predetermined work day for part-time employees. As a matter of general practice, the Company will provide a schedule one week in advance.

### **Overtime Pay for Hours Worked in Excess of Basic Schedule**

SEC. 3. Overtime shall be paid at the rate of one and one-half times for all hours worked outside of the regularly scheduled basic workday or basic five-day workweek, with the exception of overtime worked on the employee's second consecutive day off (see Section 4) or on a holiday (see Article VIII).

In the event that an overtime assignment scheduled for an employee's first or second regularly scheduled day off or on a holiday is canceled less than two hours before it was to begin or within the first four hours of the overtime assignment, the employee shall be paid for four hours at the applicable overtime rate. When overtime is scheduled for an employee's first or second regularly scheduled day off, a minimum of four hours shall be scheduled.

## **Article VI – Continued**

### **Work on Second Day Off**

SEC. 4. When employees are required to work on the second of their regularly scheduled days off, they shall be paid at two times their regular rates of pay for all work performed on that day, with the exception of work performed on a holiday that falls on an employee's second consecutive day off (See Article VIII).

### **Overtime Not To Be Offset By Compensating Time Off**

SEC. 5. Employees who have worked overtime shall not be given time off without pay on a regularly scheduled workday to equalize that overtime.

### **Call-Back Pay**

SEC. 6. In the event employees are called back to work outside their regularly scheduled hours, they shall be paid at the rate of time and one-half (with the exception of work performed on a holiday or the second of their regularly scheduled days off, which shall be paid at the contract rates), and be paid for a minimum of four hours' work, if less than that number of hours' work is performed. This minimum will be the minimum for all call-back work done, and will not apply separately to each call-back for an employee called back more than once on the same day. Overtime performed immediately before or immediately after regular scheduled hours, or immediately before or immediately after a meal recess is not "call-back" work, and shall not be subject to any minimum.

### **Overtime Assignments and Assignments to Work in a Higher Classification to be Distributed on Equitable Basis**

SEC. 7. Overtime required shall be assigned and distributed as equitably as practicable, first among qualified employees within the department and nomenclature in which the overtime occurs, and then among qualified employees in other departments, as required. Employees in a lower classification will be used for prescheduled overtime work in a higher classification only when those employees in a higher classification are unavailable due to sickness, vacation or leave of absence where there is a documented emergency, second regularly scheduled day off when assignment is less than eight (8) hours, or pending the filling of a vacancy. Employees may not be upgraded to delay a promotion or avoid an increase in the normal workforce.

In the event it is necessary to require overtime, to the extent practicable, such assignments shall be made in the inverse order of Combined Office seniority. No employee shall be required to work more than 16 consecutive hours with time out for meals, except in an emergency. Employees who have worked 16 or more consecutive hours shall be entitled to an eight-hour rest period before returning to work, except in an emergency. If such rest period extends into the regularly scheduled workday, they shall suffer no loss of pay.

Overtime records shall be posted in an appropriate location and be periodically updated so that they remain reasonably current.

Assignments to work in a higher classification shall be assigned and distributed as equitably as practicable, first among employees within the department who are qualified and available, and then among employees in other departments who are qualified and available. Upgrading records shall be posted in an appropriate location and be periodically updated so that they remain reasonably current.

### **Night Premium**

SEC. 8. Full-time employees filling vacant positions through the posting process after May 1, 1996, shall be paid the appropriate premium for the scheduled basic workday hours worked between 6:00 p.m. and 7:00 a.m. on Monday through Friday and all scheduled hours worked on Saturday and Sunday. The premium, effective May 1, 2005, shall be \$1.55 per hour, and increased as follows: effective May 1, 2006, to \$1.60 per hour; effective May 1, 2007, to \$1.65 per hour; effective May 1, 2008, to \$1.70 per hour; effective May 1, 2009, to \$1.75 per hour; effective May 1, 2010, to \$1.80 per hour.

## **Article VI – Continued**

Employees in positions subject to shift reselection prior to May 1, 1996, the majority of whose scheduled basic workday hours in a week occur within the period 4:00 p.m. to 8:00 a.m., shall be paid a premium for the scheduled basic workday hours worked. The premium, effective May 1, 2005, shall be, \$1.55 per hour, and increased as follows: effective May 1, 2006, to \$1.60 per hour, effective May 1, 2007, to \$1.65 per hour; effective May 1, 2008, to \$1.70 per hour; effective May 1, 2009, to \$1.75 per hour; effective May 1, 2010, to \$1.80 per hour. Employees who are in positions prior to May 1, 1996, who work the 11:30 a.m. to 8:00 p.m. work schedule are considered to have worked the majority of hours in the 4:00 p.m. to 8:00 a.m. period, and accordingly shall be paid night premium. This premium shall not be paid for any work performed for which overtime is paid.

Part-time employees shall not be eligible for night premium.

### **No Employees Required To Stand By**

SEC. 9. In accordance with present practices in the District Office and the Telephone Services Department, the Company shall not require any employee to stand by at home, awaiting call in event of emergency.

### **Work Schedule in Extreme Weather**

SEC. 10. The safety rules and regulations established by the Company or governmental authority shall be strictly adhered to by both the employees and the Company, and the Company shall enforce these rules and regulations uniformly.

Prior to November 15<sup>th</sup> of each year, the Manager or designee will discuss with the local Union representatives, in advance, the general principles to be followed in the event of extreme storms involving ice, sleet, or snow, in arranging work schedules for employees to ensure that such work will be satisfactorily performed. In such discussion, appropriate consideration shall be given to the extent of outside meter reading involved in various working units.

In the event of a declared state of emergency or in the event of extreme weather conditions involving sleet, snow, ice or any natural disaster; the Company will convene a teleconference with the Union Executive Board to discuss plans for the performance of regular outdoor work and/or the provision of essential utility services to the public. Essential field services include look-ups, bird dogging, guarding downed wires and driving technicians to their dispatched work.

Other non-weather driven utility emergencies (for example, man-made or natural disasters, blackouts, system-wide failures, and accidental or deliberate compromises of the electric grid). Any temporary use of additional contractor resources necessitated by such an event will be discussed with the union in advance during the teleconference referenced mentioned above. All available internal resources will be exhausted prior to using contractors, who shall be released as soon as the emergency ends.

**\*\*All internal resources means all qualified employees as indicated as per Letter of Agreement 105 and 106\*\***

Given instances of extreme weather, the Company will assess working conditions and operational requirements and determine if select employees can be deemed non-essential. In the event an employee classification or working group is deemed non-essential that vacation complement will be opened for said employees.

The provisions of this Section shall not apply to rainstorms.

The Company shall not assign Meter Readers, except those assigned to the 11:30 a.m. to 8:00 p.m. work schedule, to read meters during dark hours.

### **Work During Scheduled Lunch Period**

SEC. 11. Employees may be directed to change their lunch period to start one-half hour before or one-half hour after the regularly scheduled time without extra compensation.

## Article VI – Continued

However, when employees are directed to postpone or advance their lunch period for more than one-half hour, they shall receive one-half time additional compensation for all time worked during their regularly scheduled lunch period.

This provision applies to changes in lunch periods which are occasioned by unusual conditions, and which are made on short notice. It does not apply to a change in lunch period, regardless of the reason, when the employee is given more than two hours' notice, nor when the change in lunch period is the result of an employee request. Employees assigned to work in the field are not eligible for additional compensation due to variations in lunch schedules.

When employees are directed to work during a part of their regularly scheduled lunch period, and then receive only the balance of their lunch period, time worked during the regularly scheduled lunch period will be in excess of the daily scheduled hours and, as such, will be paid for at the rate of time and one-half.

### Work On Other Than Regular Shift

SEC. 12.

(a) 308 Service Representatives at the Northern Inquiry Center and the Southern Inquiry and Customer Billing Center may be directed to temporarily change their work hours to another shift, in order to fill temporary vacancies in permanent positions which are due to absence for any reason or for training purposes, without extra compensation, on any one or more of the regularly scheduled basic workdays.

However, if the employees are not given at least 48 hours notice prior to the time they are to start work, under the new schedule of hours, they shall be given four additional hours pay in addition to their regular pay.

This provision does not apply at the end of the temporary assignment when employees resume their regular schedule, provided there is at least an eight hour interval between the two scheduled work periods. If there is not at least an eight hour work interval between the scheduled work periods, they shall be paid at one and one-half times their regular rate for the second scheduled period. In applying the above, hours shall not be considered as having been changed if the starting or quitting time, as a temporary replacement on an existing schedule, is one hour earlier or less either before or after the employee's regularly scheduled starting or quitting time. No change in an employee's basic workday schedule shall be made for less than eight hours.

(b) If employees are not given at least five calendar days' notice prior to the time they are temporarily transferred from their regular basic five day workweek to another basic five day workweek schedule involving different days off, they shall assume the days off of the new schedule and during the first seven days of their new assignment be paid at one and one-half or two times their regular rate of pay for work performed on the first or second scheduled day off under their former schedule. This does not apply at the end of the temporary assignment when employees resume their regular schedule, provided there is at least an eight hour interval between the two scheduled work periods. If there is not at least an eight-hour interval between their scheduled work periods, they shall be paid overtime at the applicable rate for the second scheduled period. No change in schedule shall be made for less than eight hours.

Temporary transfers made under (a) or (b) above shall not exceed ninety days.

After the first week employees shall be paid at the straight time rate for work on the days off of their former basic five-day workweek schedule. In any payroll week there shall not be more than one overtime premium day at one and one-half times regular rate and one at two times regular rate for work performed on scheduled days off. If in any one payroll week the change to the new schedule or return to regular schedule would result in employees working one or two days less than under their regular schedule, due to the way scheduled days off occur under the two schedules, they shall be given employment at the straight time rate so as to give them full employment and payment for the week.\*

\* See Exhibit "C", Letter No. 14 for additional detail.

**ARTICLE VII  
TELEPHONES, TRAVELING AND MEAL EXPENSES**

**Telephone Expenses**

SEC. 1. If the Company in writing requires an employee covered by this Agreement to have a telephone at home, the Company shall pay all costs incidental to its service for Company use.

**Traveling Expenses**

SEC. 2. Employees shall be paid traveling expenses incurred in the performance of their assigned duties.

UWUA represented employees directed to report to alternate reporting locations shall be reimbursed travel expense in accordance with published IRS guidelines when utilizing their personal vehicle. The mileage eligible for reimbursement shall be the distance between their normal reporting location and the location to which the employee is assigned.

Employees shall be compensated for time spent traveling between locations; when employees are assigned to report to an alternative work location "same day", after the start of their regularly scheduled workday.

Represented employees directed to report to alternative reporting locations within District in advance of the start of their regularly scheduled workday shall begin and end their workday at the alternative reporting location and will not be provided compensation for travel time from their normal reporting location when using their personal vehicles.

**Meal Expenses**

SEC. 3. When employees are required to work 2.1 hours or more of overtime after their regular schedule, or 2.1 hours or more of overtime before their regular schedule, effective May 1, 2011 the Company shall pay meal expense, in addition to the applicable overtime rate, subject to the conditions outlined in the following paragraph.

Effective May 1, 2011, the Company shall pay \$14.50 meal expense.

Meal time shall not be considered as time worked.

Employees who are required to work overtime as a result of a "call-back" and who, during the period of the "call-back", work into or through a meal period, as defined below, shall be paid meal expense.

**Meal Periods**

Midnight to 12:30 a.m.  
6:30 a.m. to 7:00 a.m.  
Noon to 12:30 p.m.  
6:30 p.m. to 7:00 p.m.

Employees who are required to work on their first or second regularly scheduled day off and who work, in addition to their eight regularly scheduled hours of their basic workday, more than two hours beyond their scheduled basic workday, shall be paid meal expense.

Employees who are required to work on their first or second regularly scheduled day off for a period than their eight regularly scheduled hours of their basic workday shall be paid a meal expense after 10.1 hours of work.

Employees who are required to continue work for 2.1 hours or more beyond their scheduled quitting time shall be paid a meal expense and shall be paid an additional meal expense for each consecutive five hours worked thereafter, with meal time off (without pay) if required.



**ARTICLE VIII  
HOLIDAYS**

**Holidays Observed**

SEC. 1. The following days shall be recognized as full holidays:

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
Presidents Day	Third Monday in February
Good Friday	First Friday after Palm Sunday
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November or as Proclaimed by the Governor of the State of New Jersey
Friday After Christmas Day	Friday following Thanksgiving Day December 25

or the days on which they are publicly observed.

In addition to those holidays listed above, permanent employees will be entitled to two "Floating Holidays" to be taken as operating conditions permit during the calendar year.

If selected, the following days will be guaranteed as a floating holiday: Election Day and the employee's birthday. At the time employees normally select vacation, they may designate one or both of the above days as a holiday. An employee electing their birthday if it falls between January 1st and March 1st, as a guaranteed floating holiday, must schedule at least 30 days prior to that date. If the employee's birthday falls on a regularly scheduled day off or on a holiday, the employee may select the workday before or after the scheduled day off or holiday. In such cases, the employee will be granted the day off. If the employee selects any other day, the day will be granted subject to operating conditions.

If the date on which an employee elects to take a floating holiday has been approved by management and that employee is subsequently required to work on that day, at the employee's option, he/she will be permitted to reschedule the day or work at the holiday premium rates.

Permanent employees having less than one year of service may elect to split one "Floating Holiday". Such time off may be taken in segments of either one (a maximum of two), two, four or six hour(s). Requests for time off, under this provision shall be granted, operating conditions permitting.

When New Year's Day, Juneteenth, Independence Day, Veterans Day, and Christmas Day fall on Saturday, they will be observed on the preceding Friday.

When New Year's Day, Juneteenth, Independence Day, Veterans Day, and Christmas Day fall on Saturday, Meter Readers and Field Service Representatives with a basic workweek of Tuesday - Saturday will work on the preceding Monday, their second scheduled day off and be off on Saturday. Meter Readers with a basic workweek of Thursday - Monday will work on the preceding Wednesday, their second scheduled day off, and be off on Saturday.

When New Year's Day, Juneteenth, Independence Day, Veterans Day, and Christmas Day fall on Sunday, Meter Readers with a basic workweek of Thursday - Monday will work on the preceding Wednesday, their second scheduled day off, and be off on Sunday.

For the week that includes Easter Sunday, Meter Readers with a basic workweek of Thursday - Monday will work on the preceding Wednesday, their second scheduled day off, and be off on Easter Sunday.

## Article VIII – Continued

Meter Readers and Field Service Representatives with a basic workweek of Tuesday - Saturday will be assigned to a Monday - Friday workweek during the week which includes Thanksgiving Day.

Meter Readers with a basic workweek of Thursday - Monday will be assigned to a Monday - Friday workweek during the week which includes Thanksgiving Day. Such employees will be off on Wednesday, Thursday, Friday and Saturday and resume their former schedule on Sunday.

For the paragraphs above, there will be no penalty or premium payments made to employees for these schedule changes.

The conversion of Martin Luther King's Birthday and Veterans Day to a fixed holiday, and the addition of Juneteenth as a fixed holiday may require Meter Readers to work a mandatory eight hours of overtime on a designated day. That additional day will be provided to the Union prior to the vacation selection period.

During their first and last years of employment, permanent employees shall be entitled to one Floating Holiday for each half year (January – June, July – December) or part, worked during that calendar year.

### **Holiday Pay**

SEC. 2. All employees are entitled to holidays off with regular pay, if the holiday is observed on their regularly scheduled workday. When such employees are required to work on a holiday which falls on their regularly scheduled workday, they shall be scheduled for a minimum of four hours work and given the regular holiday pay and, in addition, one and one-half time for all time worked within their regularly scheduled working hours on the

holiday. Hours worked outside their regularly scheduled working hours on a holiday shall be paid for at two and one-half times.

The inquiry function at the Northern Inquiry Center will be staffed on a limited basis on all holidays. Employees absent without pay on the basic workday immediately before a holiday (or the day on which it is publicly observed) and also absent without pay on the basic workday immediately following the same holiday, shall receive no pay for that holiday.

Employees shall be given the regular holiday pay of eight hours at straight time when any of the holidays are observed on their regularly scheduled days off. When employees are required to work on a holiday that is observed on their regularly scheduled day off, they shall be scheduled for a minimum of four hours work and given the regular holiday pay and, in addition, one and one-half times for all time worked within the regularly scheduled hours of work of the schedule to which they are normally assigned. All other hours worked on a holiday observed on an employee's regularly scheduled day off shall be paid at two and one-half times.

When employees are called out to work on a holiday (the day on which it is publicly observed) they shall be paid for a minimum of four hours' work at the applicable rate. This minimum will be the minimum for all call-back work done on that holiday, and will not apply separately to each call-back for an employee called back more than once on the same holiday.

When employees are assigned to work in a higher classification on both the entire working day immediately preceding a holiday for which they are paid, and the entire working day immediately following that holiday, they shall be paid the appropriate rate in the higher classification for that holiday.

**ARTICLE IX  
VACATION & SICK TIME**

**VACATION**

**Length of Vacation**

SEC. 1. Permanent and full time temporary employees having ten months or more of service on May 1 shall be entitled to two weeks of vacation in that year, with ten days' pay of eight hours each. Those permanent and full time temporary employees who have had a shorter period of service shall have one day vacation with pay of eight hours for each month of service starting with one day if employed in April of the year, two days if employed in March of the year, and so forth, up to ten days if employed in July of the previous year. When an employee's vacation entitlement ends in a part day, that part day shall be rounded off to the next full day of vacation.

**Length of Vacation Long-Service Employees**

SEC. 2. Permanent and full time temporary employees shall have the following vacation entitlement, with pay:

<u>Years of Service on or before October 1<sup>st</sup></u>	<u>Entitlement</u>
6 years	3 weeks (15 days)
15 years	4 weeks (20 days)
21 years	5 weeks (25 days)
30 years	6 weeks (30 days)

Permanent employees and full time temporary employees with more than six months of service may take vacation that they have accrued for the following year during the current year, providing operating conditions permit and providing it does not interfere with scheduled vacations. Requests for such vacations should be based on unforeseen circumstances of an urgent nature. Accrued vacation may not be scheduled at the time vacations are selected.

**Effective July 1, 2024**

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

**Effective January 1, 2025**

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

<b>Years of Service achieved during the Calendar Year</b>	<b>Number of Vacation Days available for the Calendar Year</b>
<b>Hired during the year</b>	<b>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</b>
<b>Less than 6 years</b>	<b>10 days (80 hours)</b>
<b>6 years or more, but less than 15 years</b>	<b>15 days (120 hours)</b>
<b>15 years or more, but less than 21 years</b>	<b>20 days (160 hours)</b>
<b>21 years or more, but less than 30 years</b>	<b>25 days (200 hours)</b>
<b>30 years or more</b>	<b>30 days (240 hours)</b>

All part-time temporary employees will be eligible for a vacation allotment of 16 hours.

## Article IX – Continued

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

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

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

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

### *Payout of Vacation Days upon Separation*

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

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

### **Normal Vacation Period**

SEC. 3. The normal vacation period shall be between May 1 and September 30 and shall apply to all employees.

Permanent employees with two weeks or less vacation entitlement may take their total entitlement during the normal vacation period. Permanent employees with more than two weeks vacation entitlement may take their total entitlement less one week during the normal vacation period, with the following exception:

All employees who work in a field credit and collections process, or are in a 367A, 367, 3678 and 362 nomenclature in the Credit and Collection Center, with vacation entitlement of more than three weeks may take a maximum of three weeks of their entitlement during the normal vacation period. These employees will be required to select either the last 4 workdays of the year or the week of July 4<sup>th</sup> as vacation. The days should be noted during the vacation scheduling and will not affect the department's vacation allotment for those weeks.

During the period June 15 through the week that includes Labor Day, the minimum number of employees permitted off in a working unit (as described in Section 5) at any given time shall be determined by dividing the total entitlement of the working unit, by 20 (rounded up or down based on .5).

During the normal vacation period, the Company will grant vacation requests up to the minimum number of employees permitted off in a working unit in accordance with the formula; otherwise referred to as the vacation complement.

During the periods of May 1 to June 14 and the week that follows Labor Day week through September 30th, the minimum number permitted off at any given time shall be 1/2 the number (rounded up or down based on .5) determined in the paragraph above.

## **Article IX – Continued**

### **Vacations Outside Normal Period**

SEC. 4. Employees who desire to have their vacation other than during the normal vacation period may apply to the Management, through regular department channels. Approval of the request will be made where it is practicable to do so. The Company will permit one-half the number off during June 15 through Labor Day week, not to exceed two; unless Management determines that more than two can be off. The Company will permit two times the number off on Veteran's Day (or the day on which it is publicly observed).

### **Scheduling Vacations**

SEC. 5. Employees in each department or working unit shall be given the opportunity to select their vacation in the order of Company service. Employees shall select their vacation within their permanent department or working unit (not temporary work location or temporary position). The current practice shall be maintained wherein if an employee moves for any reason to a new location after that same employee has made his or her vacation selection, the new location must honor the vacation selection. Each employee's first and second choice shall be up to a maximum of two consecutive calendar weeks. Each subsequent choice shall be up to a maximum of one calendar week. If the employee desires to split a vacation choice, taking less than the maximum period allowed, no other choice will be permitted until all employees with less Company service in the department or working unit have determined their choice. In no case shall an employee who desires to split a vacation choice be permitted to take less than one day at a time, subject to the following exception: Employees may elect to split four of their current year's vacation days. Such time off may be taken in segments of either one (a maximum of six), two, four or six hour(s). Requests for time off under this provision shall be granted operating conditions permitting.

Vacation schedules and what constitutes the appropriate "working units" for the purpose of considering employees' choice as to vacation period, will be discussed by local Management with the local Union representatives prior to February 1st of each year.

The provisions of this Section shall apply to all vacations during the period from May 1 to the end of March of the following year.

### **Changes in Vacation Schedule**

SEC. 6. If conditions arise (either because of the exigencies of the business or because of personal considerations of employees) requiring changes in the vacation schedule, such changes shall be made by arrangement between the Company and the employee or employees affected. These changes shall be posted, and if the posting is not made at

least five working days before the date the vacation schedule is affected, the Union shall be informed before the change is posted.

When an employee is selected for a position within another working unit, the employee's Supervisor will review the vacation schedule to determine if the employee's scheduled vacation creates a conflict with others in the department. If a conflict exists, the Supervisor will review the matter with the employees involved and will make every reasonable effort to resolve the conflict. If such conflict cannot be resolved, the newly-assigned employee will be required to change his/her vacation schedule.

### **Holiday During Vacation**

SEC. 7. Should any holiday, agreed upon in Article VIII, Section 1, be observed on one of the employees' regularly scheduled basic workdays within their basic 5-day workweek while they are on vacation they shall be entitled to an additional day off with pay at the beginning or end of their vacation if operating conditions permit; otherwise, an additional day off with pay will be scheduled at a time mutually convenient to both employee and Company.

## **Article IX - Continued**

### **Posting Vacation Schedules**

SEC. 8. Vacation schedules shall be completed and posted on bulletin boards for each occupational group by April 1.

### **Advance Payment of Salary**

SEC. 9. On the last working day before they leave for vacation, employees shall be given the salary due on the paydays falling within their vacation period. Effective January 1, 1998 vacation advances will be eliminated.

Employees will be given the option, during annual enrollment, to sell up to five days of unused vacation entitlement for the current plan year, in full day increments (1, 2, 3, 4, or 5 full days). Employees who choose this option to sell any vacation days, will receive a lump-sum amount based on their base pay as of January 1 of the plan year. The payment will be made as soon as practicable after January 1. This payment will not be included in the employee's pension calculation, and will not be matched in Thrift Plan.

Employees who elect to sell vacation days during annual enrollment and subsequently use the days before the payout is made, will receive a reduced payment based on days remaining.

Employees must be eligible for at least three weeks (15 days) of vacation based on actual service with the Company as of September 30 of the prior plan year to be eligible to participate.

### **Administration of Vacation Schedules**

SEC. 10. If immediately prior to the start of their scheduled vacation, employees are temporarily off duty due to illness or injury, such employees shall have the right to have their vacation rescheduled and the Company shall assign to such employees a new vacation period that is mutually agreeable. Such vacation may be rescheduled during the following year within thirty calendar days after the employee returns to work and the rescheduled vacation shall be taken as soon as practicable, provided operating conditions permit. The provisions of this paragraph shall not apply to employees who become ill or are injured during the course of their scheduled vacation, except as follows. 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.

When a death in family occurs immediately prior to the start of or during an employee's vacation, the employee may reschedule that portion of such scheduled vacation which otherwise would have been granted as time off with pay in accordance with Article X, Section 3, of this Agreement.

### **Vacations for Employees Leaving Company**

SEC. 11. Employees with more than six months of service who leave the Company shall be granted a vacation if taken before the date of separation, or given vacation pay if they work up to the date of separation. The vacation granted in such cases shall, for permanent employees with more than six months but less than six years of service be one day, with pay of eight hours, for each month of service starting with the preceding July 1 (subject to a maximum of ten days' vacation), and for permanent employees with more than six years of service be one and one-half days, with pay of twelve hours, for each month of service starting with the preceding July 1 (subject to a maximum of fifteen days' vacation), and for permanent employees with more than fifteen years of service be two days, with pay of sixteen hours, for each month of service starting with the preceding July 1 (subject to a maximum of twenty days' vacation), and for permanent employees with more than twenty-one years of service be two and one-half days, with pay of twenty hours for each month of service starting with the preceding July 1 (subject to a maximum of twenty-five days' vacation), and for permanent employees with more than thirty years of service be three days, with pay of twenty-four hours for each month of service starting with the preceding July 1 (subject to a maximum of thirty days' vacation). Employees with six months or less of service who leave the Company shall not be granted a vacation or given vacation pay. Employees being retired on pension shall be granted payment for unused current and accrued vacation time.

## Article IX - Continued

As referenced above, 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.

Where the separation is due to the death of a permanent employee or a full time temporary employee while the employee is on the active payroll or on leave of absence in accordance with Article X, Section 6, of this Agreement, the heirs or estate shall receive the employee's accrued or unused vacation pay.

### Personal Business No Pay

SEC. 12. Provided operating conditions permit and at least two days advance notice has been given, except in emergencies, employees in the first two full years of employment, based on date of hire, may twice per service year elect to take one day absence in lieu of vacation as a personal day off without pay; thereafter employees may once per calendar year elect to take one day absence in lieu of vacation as a personal day off without pay. This time off will not be considered for purposes of Positive Discipline.

### 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 January 1, 2021, 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 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 temporary represented employees, the Company will provide additional paid time off to supplement their existing vacation days 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.

## Article IX - Continued

- The Company will continue to provide part-time temporary represented employees sixteen (16) hours of paid vacation time. This vacation allotment will replace the two, four hour floating holidays provided to part-time employees in Article VIII, Section 1, Holidays Observed. The Company will provide an additional eight (8) hours of paid time off to supplement their existing sixteen (16) hours of vacation time so that they have twenty-four (24) 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 employees who have less than 2 years of service, and part time represented 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 based on operational business needs. 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.

### **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.



**ARTICLE X  
LEAVES OF ABSENCE**

**Full-Time Representative of Union**

SEC. 1. Any permanent employee who is selected to serve as a full-time representative of the Union, upon request by the Union, after reasonable notice to the Company, shall be granted a leave of absence without pay during the term of office, and shall continue to accumulate seniority and service credit toward pension throughout the leave of absence. 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 the employee's permanent job classification at the time of the request. During the term of this Agreement, expiring April 30, 2021, the pension calculation for the full time representative of the Union shall be consistent with that of the membership. Each leave of absence shall expire at the end of one year and be renewable for any subsequent year. Requests for each initial and renewed leave of absence shall be made by letter to the Industrial Relations Manager. In the event that such a request is made by the Union, the Company and the Union will negotiate the terms and conditions pertaining to such leave of absence.

The total number of employees for whom the UWUA, AFL-CIO/ UCA Local 601, may request the Company to grant a leave of absence for this purpose shall not at any time exceed two unless increased by mutual consent.

The full-time representative of the Union may apply for posted vacancies subject to the provisions of Article XIV, Section 1, Promotions and Transfers - Posting Vacancies and Applications, of the Agreement. If selected for a posted vacancy, the appropriate salary rate and occupational seniority shall become effective on the date he or she actually begins performing in the position.

**Attendees to Union Conferences and Conventions**

SEC. 2. Employees designated by the Union to serve as representatives to conventions or similar meetings shall, after reasonable notice but not less than thirty days to the Company, be granted a leave of absence without pay for sufficient time for this purpose, provided the conditions of work at the time are such that the employees' services can be spared. The number of employees who are on leave of absence for this purpose shall not at any time exceed five from each office or a maximum of twenty statewide unless the complement is increased by mutual consent. Every reasonable effort will be made to so arrange the work that the employee designated as a representative, can be given leave for this purpose.

With respect to the Union's local Unity Conference, typically scheduled once every three years on a Saturday, the Company will make every effort to limit scheduled overtime for weather related emergencies. On the date of the Unity Conference, departments that normally operate on a Saturday must maintain minimum staffing levels.

**Funerals**

SEC. 3. Time off with pay shall be granted to a permanent employee in the event of a death as follows:

(a) Where the deceased was the father, mother, brother, sister, wife, husband, civil union partner, domestic partner, child, grandchild, father-in-law or mother-in-law of the employee, the employee shall be given time off of three consecutive working days. This provision will also apply in instances where the step-parents or grandparents raised the employee in the same manner as a father or mother or where the deceased was another relative and a member of the household wherein the employee resides.

(b) Where the deceased was the grandfather or grandmother of the employee, the employee shall be given time off between the death and burial up to a maximum of one working day.

(c) The days off as defined in (a) above shall be any three consecutive working days, exclusive of holidays as defined in Article VIII, Section 1, during the period beginning with the day of death and concluding with the second working day following burial, as requested by the employee. In such cases, the employee shall be given pay for eight hours for each day of absence which is within the basic five-day workweek.

(d) Full time temporary employees who have completed 2088 hours or more will be granted time off with pay as outlined in (a), (b) and (c) above. Full time temporary employees who have not completed 2088 hours or part time employees will be granted time off without pay as outlined in (a), (b), and (c) above.

## Article X - Continued

(e) All time off without pay provided in Article X, Sec. 3 and Sec.4 will not count against an employee's availability record for disciplinary purposes.

(f) In the administration of this provision if, on the day of death, an employee leaves work after having worked a partial day, the day shall be treated in either of the following ways at the employee's option:

(i) The day will not count as one of the allowable days off and the hours not worked on the day of death will be without pay, or

(ii) The day of death may be counted as one of the allowable days off and the employee will be paid for the hours not worked.

In all cases, when the time off begins with the day of death and the employee is absent with pay (holiday, vacation, illness, etc.) or on a regularly scheduled day off on the day of death, the following workday will be counted as the first day off.

### Funerals - Unusual Circumstances

SEC. 4. In exceptional circumstances involving travel or other states or breaks in time when funeral arrangements are in multiple states, individual consideration will be given by the Manager or appropriate designee based upon the circumstances in the case. The requests include splitting the three days off granted above or granting of additional personal days for travel to and from a distant location. Operating conditions permitting, one Union representative will be permitted up to four hours' time off with pay to attend the funeral service of a deceased active employee from that location. In those cases where the circumstances, in the opinion of the Manager or appropriate designee, do not appear to warrant granting the employees' requests, the Manager or appropriate designee will confer in advance with the Union representative before reaching a decision. The provisions of Article XV shall not apply to these cases. If a dispute arises, it shall be handled as provided for in Article XVIII, Section 2.

### Jury Duty

SEC. 5. Permanent and full time temporary employees shall be granted time off with pay for jury duty. In such cases the employees shall be given pay for eight hours for each full day of absence which is within their basic five-day workweek.

When jury duty requires employees' absence from work, they shall be required to report to the office each morning prior to going on jury duty only if they can work two or more hours before leaving to report for jury duty.

After the completion of jury duty on any day, employees shall report to work for the remaining portion of the day that falls within their regularly scheduled working hours if they thereby can work two or more hours.

Employees assigned to a shift other than the 8:00 a.m. to 4:30 p.m. or the 8:30 a.m. to 5:00 p.m. shifts shall be temporarily assigned to the 8:00 a.m. to 4:30 p.m. or the 8:30 a.m. to 5:00 p.m. shifts upon starting the first day of jury duty, subject to the following:

(a) Normally, the days off for such employees during the period of jury duty will be Saturday and Sunday. However, prior to the first day of jury duty, the employees' days off under their regular schedule will be changed to Saturday and Sunday only if it is necessary to ensure that they will have two days off in a payroll week.

(b) Employees shall report to work on the temporary shift when they can do so in accordance with the second and third paragraphs of this Section.

(c) When such employees are notified of their final day of jury duty or a change in their final day of jury duty, they shall inform the Company on the day notified.

(d) Employees will resume their regular schedule on the day following the last day of jury duty. However, if this would result in less than five days at straight time pay (including jury duty) during the payroll week, the employees will be scheduled to work at straight time on one or both of the days off under their regular schedule in order to provide five days at straight time. If the resumption of their regular schedule would result in more than five days at straight

## **Article X – Continued**

time (including jury duty) during the payroll week, they will retain one or both of the days off under their temporary schedule to provide for a maximum of five days at straight time during the payroll week.

(e) In the case of Grand Jury, which is normally scheduled one day a week, employees' shift schedules will not be changed, except when a day off coincides with a day of Grand Jury duty, in which case the employee will be given another day off in the payroll week. The employee will not be required to work any shift on a day of Grand Jury duty.

(f) There will be no penalty or premium payments made to employees selected for jury duty for schedule changes occasioned by such jury duty.

### **Leave of One Week or More for Personal Reasons**

SEC. 6. Permanent employees 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 their 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 thirteen weeks, and in no event shall the Company be required by this Article to grant any employee a total leave of absence exceeding thirteen weeks in any consecutive five-year period. During these leaves of absence, seniority and service shall accumulate. Employees who overstay such leaves will be terminated on the date the leaves expired. Employees who resign during the leaves will be terminated on the date of notification to the Company of intention to resign prior to the expiration of the leaves. If employees accept employment, or engage in business, elsewhere during such leave, without consent of the Company, their employment with the Company shall be deemed to have terminated on the date the Company became aware of such activities or sooner if the date is known.

## **ARTICLE XI REINSTATEMENT AFTER RETURN FROM SERVICE IN THE ARMED FORCES OF THE UNITED STATES**

### **Regular Employees Who Return From Military Service**

SEC. 1. Any permanent employee who enters upon active duty or active duty for training in the armed forces of the United States and who, under Federal Law, is entitled to reinstatement upon release from such service, shall be reinstated in accordance with the provisions of the law. If the employee is not returned to the exact position held prior to entrance into the armed forces, the Manager will confer with the Union in advance before assigning such employee to another position.

### **Physical Examination**

SEC. 2. Employees who meet the conditions of Section 1 of this Article and who desire to return to work upon completion of military service, shall be given a physical examination, after which they shall be notified immediately as to their rejection or acceptance. "Physical examination" is understood to include X-rays, laboratory work, or other conditions which may delay the examining surgeon's decision.

### **"M.S.R." Employees Who Return From Military Service**

SEC. 3. The provisions of Section 1 will not apply to persons who are employed as "military service replacements" (M.S.R.) and who are in such status with the Company at the time they leave for service in the armed forces of the United States under the provisions of the Federal Law, except to the extent that such "military service replacements" are entitled to reinstatement under Federal Law upon release from service.

### **Release of "M.S.R." Employees**

SEC. 4. It is understood that when the services of a "military service replacement" (M.S.R.) employee are no longer required, because of the return of an employee from military service leave of absence, the Company has the right to discontinue the military service replacement employee. However, if "M.S.R." employees who are discontinued, apply for reemployment they shall be given preferred consideration in view of their experience with the Company, and if they are reemployed within two years they shall have the seniority accumulated during their prior service with the Company.

**ARTICLE XII  
PROBATIONARY PERIOD**

**Probationary Period**

SEC. 1. All employees who have not completed their probationary period shall be dischargeable at the sole discretion of the Company without regard to the other provisions of this Agreement, subject to paragraph 3 below. Once an employee has completed their probationary period the Union may initiate a grievance, which shall proceed in accordance with Article XV, Section 1.

All employees shall be considered to have completed a probationary period upon attaining 2088 hours of all paid work time, paid vacation time, and paid holidays.

Where a work performance or availability issue is identified during the probationary period, the Company will initially meet with the probationary employee to coach and counsel him/her. If the work performance/availability issue continues after this coaching and counseling, the probationary employee can be subject to discharge without further notice. The local union will be notified of coaching and counseling meetings with probationary employees. In cases involving workplace conduct a fact finding may be conducted and a local union representative will be present.

By the end of the first six (6) months of employment the capabilities and progress of the new employee will be reviewed and discussed with the employee and the Union.

The provisions of this Section do not modify the Agreement as it relates to the trial period.

**ARTICLE XIII  
SENIORITY**

**Determination of Service**

SEC. 1. The aggregate of all periods of employment in the Company, and any predecessor company, any subsidiary of the Company, or any company now or formerly affiliated with it in the Public Service organization, as shown by the records of the Company, shall be known as "service". The provisions of this Article shall apply to permanent employees.

**Determination of Seniority**

SEC. 2.

(a) Length of service in a specific position or classification shall be known as "occupational seniority".

(b) Length of total combined service in District Offices, Northern Customer Inquiry Center, Southern Inquiry and Customer Billing Center, Northern Customer Billing Center, the Credit and Collection Center, the Customer Payment Processing Center and the Telephone Services Department shall be known as "Combined Office seniority".

1. Employees transferred by the Company from one District Office to another District Office, as a result of consolidation of two or more District Offices, shall retain their "Combined Office seniority".

(c) Length of service in the Telephone Services Department prior to May 1, 1996 shall be known as "Telephone Services Department Seniority".

**Posting of Seniority Lists**

SEC. 3. The Company shall prepare annually, as of December 31, revised service, occupational seniority, Combined Office seniority and Telephone Services Department Seniority lists and provide the Union with two copies. These lists shall be posted on, or before, January 15.

The Company shall prepare annually, as of June 30, a list of the additions to and the deletions from the lists previously posted and provide the Union with two copies. These updated lists shall be posted on, or before, July 15.

## Article XIII – Continued

### Grievances Relating to Seniority

SEC. 4. Any grievance arising relative to service or seniority, or both, shall be handled as hereinafter provided for under Article XV.

### Layoff and Recall

SEC. 5. If it becomes necessary to affect a layoff (or separation) in the District Office or the Telephone Services Department, the Company will confer with the Union, in advance, to discuss the positions which shall constitute the occupational group (or groups) affected, for the purpose of applying the provisions of Article XIII, Section 3. If the layoff is a direct result of a technological change, the Company shall notify the Union at least three months in advance of the anticipated layoff. Employees shall be laid off (or separated) in the inverse order of their Combined Office\* seniority, subject to the conditions specified below.

In the specific position in which a reduction in force is to be accomplished, the employee with the least occupational seniority, shall be laid off, provided the employee has least Combined Office\* seniority within the office. If the employee has not, the employee shall be returned to the employee's previous position in the employee's former occupational group or one in the same salary grade, whichever is agreed by the Company and the Union to be more practicable. From the reconstituted arrangement of the personnel of that occupational group, the selection for layoff shall be made, provided under this arrangement the employee subject to layoff in such group has the least Combined Office\* seniority within the office. If such is not the case, additional rearrangements of the type heretofore described shall be made until the employee to be laid off has, except when such would be impracticable, the least Combined Office\* seniority within the office.

In those cases in which an employee so concerned shall have had no position other than the employee's present position within the District Office or Telephone Services Department, and provided the employee does not have least Combined Office\* seniority within the office, then the employee may elect the option to be placed in his/her previous position at his/her former location if a permanent vacancy exists in that position. If the employee declines the option, or if a vacancy does not exist in the employee's previous position at the former location, then the employee shall be assigned to another position at the current location for which the employee is qualified in the same salary grade, or if that is impracticable, the employee shall be assigned to a lower classification agreed upon by the Company and the Union. An employee assigned to a lower classification under the foregoing conditions shall be given the option of being placed in his/her previous position at his/her former location when a permanent vacancy exists in that position. If there is no position in any lower classification at the current location for which the employee has the necessary qualifications, the employee shall then be laid off.

In addition to the recall rights outlined below, an employee who has been laid off shall have the option of being placed in his/her previous position at his/her former location if a permanent vacancy occurs in this position within the two-year period following the date of layoff.

When a permanent vacancy occurs in a position from which employees were bumped, such employees shall be given the option, in the order of occupational seniority, to return to the vacant position before it is posted or before employees are recalled.

An employee declining the option of returning to his/her former position within his/her current location or previous position at his/her former location shall forfeit his/her right to such offers in the future. In all cases, employees who have been laid off shall have the right to be recalled before employees are given the option for placement.

Employees scheduled to be laid off may, provided they are qualified, displace a temporary employee.

The employee will be reclassified as temporary, and the displaced employee shall be discontinued.

When additional employees are needed in a specific position, from which employees have been laid off, within a two-year period, such laid-off employees shall be offered the jobs before they are filled by the promotion or transfer of employees with less Combined Office\* seniority or by the hiring of new employees. Recalls to such work shall be in the inverse order of layoff (last employees laid off shall be rehired first) provided that the physical condition (which is understood to include mental condition) of the former employee is no worse than it was at the time of separation. The Company shall not be required to recall any employee who has been laid off for a continuous period of more than

### **Article XIII – Continued**

two years at the time occasion arises to issue a recall. Employees recalled after layoff shall have, upon reemployment, the same seniority status they had attained at the time of their layoff. The salary to be paid shall be in accordance with the provisions of the plan of job evaluation. During the period of recall, if none of the employees who are on layoff are eligible for recall to a vacant position, the Company shall offer the position to such employees, in the inverse order of layoff, prior to hiring from the outside. In such cases the employee must possess the minimum qualifications for the position. Employees who accept such positions will not forfeit their recall rights to the specific positions from which they were laid off. If employees are recalled to positions other than the positions from which they were laid off and subsequently recalled to the positions from which they were laid off, such employees will be paid at the wage progression step at the time of layoff. In addition, employees who are offered, but decline a position, will not forfeit their recall rights. However, they will not be offered another of these positions until all other employees on layoff have been offered a position.

Upon failure of an employee to reply after ten (10) days' or to return to work after twenty-one (21) days' written notice, by registered mail return receipt by the Company, addressed to the last address on record, the employee shall forfeit the rights secured under this Agreement, and the Company shall have the right to recall the next employee in order of Combined Office\* seniority, or if there is none available then a new employee may be hired.

\* Telephone Services Department seniority shall serve as the criteria for layoff and recall within the Telephone Services Department.

#### **Seniority of Union Officers in Layoff or Recall**

SEC. 6. The procedure established in Section 5 of this Article shall be modified as follows, in the case of the

stewards of the Local Council, elected officers of the Local Council (limited to four in number except in District Offices which now have five), and members of the Executive Committee of the Union (limited to seven in number), in the event that the required reduction in force would result in the layoff of such employee during the term of office, the employee shall not be laid off as long as the required reduction in force can be accomplished by the layoff of another employee, even though the latter employee may have more Combined Office seniority, than the Union steward or elected officer. The Local Council shall provide the Manager in writing with the names of the stewards and elected officers.

### **ARTICLE XIV PROMOTIONS AND TRANSFERS**

#### **Promotions and Transfers - Posting Vacancies and Applications**

SEC. 1. When a vacancy occurs or when a new position is created within the bargaining unit in the State (for posting purposes the state shall consist of the Northern Inquiry Center, Newark, Hackensack, Roseland, Harmon Cove, the Telephone Services Department, the Credit and Collection Center, the Southern Inquiry and Customer Billing Center, Northern Customer Billing Center, Cranford, East Gate, Burlington\*, Trenton, New Brunswick\*, and the Customer Payment Processing Center), the Company shall post a notice and a copy of the job specifications on the bulletin board at all locations in the state for a period of five consecutive business days excluding Saturday, Sunday and holidays; such notices shall state the salary range (minimum and maximum) for the position posted.

Temporary vacancies in salary Grades 1 through 7, shall be posted for three business days excluding Saturday, Sunday and holidays; only in the location where the vacancy exists. Temporary vacancies in salary grades 8 through 13 shall be posted in the state.

If the notice is not posted within seven working days after the vacancy occurs, the Manager of the location or designee where the vacancy exists will confer with the Union. If the vacancy is not to be filled, an announcement to this effect will be posted at that location.

To be considered for filling a vacancy, employees shall submit a Job Application Form OR they may apply directly on-line if the employee has computer access. If the employee is bidding utilizing the Job Application form, the form must be submitted to the "QFP Interest" mailbox. If an employee would like to be considered for posted position during an absence, they will need to complete a Position Interest form that will be maintained locally. When the employee is absent for 2 of the 5 days during the posting period, based on their local interest form their name will be

## Article XIV – Continued

submitted to the job.

The Company shall not be required to give consideration for the promotion to employees who:

- a. Have been in their current permanent position less than 12 months, with the exception of:
  1. Employees who have permanent restrictions placed upon them by the Medical Department which prohibit them from performing their current position.
  2. Non-probationary employees in positions that require a driver's license who lose their driving privileges.
  3. Permanent employees designated as surplus.
  4. Employees, regardless of grade, wishing to bid Salary Grade 10 or higher positions.
- b. Employees who do not make application (on-line or paper form via the "QFP Interest" mailbox), or who did not file an interest form indicating a desire to fill the posted position while they are absent. Military Service Replacement (M.S.R.) employees in military service, and who have at least the minimum qualifications for the positions being filled, shall be considered to have filed an interest form for the position.
- c. Have not obtained an overall annual performance rating of Meets Expectation.
- d. Have active discipline at the Second Level Written Reminder or higher in either discipline path (availability or conduct/work performance) will only be considered for promotion if no other employees from within the bargaining unit are interested and qualified for the posted position.

\*Considered a separate location for posting purposes.

### Qualifications for Promotions

SEC. 2. The manual entitled, "Qualifications for Promotion - Raters' Guide", dated May 1, 2011, is by reference incorporated in this Agreement.

In all bidding to classifications within the bargaining unit, including employees bidding on the position they presently hold, but at another location, full consideration will be given to each of the following qualifications in accordance with the procedures set forth in the aforementioned Raters' Guide as well as Section 1 above:

Job Selection Criteria – Salary Grade Level 1-9 (except Temporary 307 Customer Service Center Service Representative)

- Combined Office Seniority

Job Selection Criteria – Salary Grade Level 10 and Temporary 307 Customer Service Center Service Representative

- Combined Office Seniority
- Must have held a related position(s) for minimum of six months

Job Selection Criteria – Salary Grade Level 11 and Above

- Combined Office Seniority
- Must have held a related position(s) for minimum of six months  
Exception: Perm 317 Senior Bookkeeper (3 years job related experience in bookkeeping)
- Exceeds Expectations rating in the Interpersonal Skills Category of Annual Performance Appraisal

### Promotions Within the Bargaining Unit

SEC. 3. The Company agrees that in the event a vacancy occurs in the bargaining unit, covered by this Agreement, the selection of the employee to fill such vacancy shall be made from among qualified employees in the state. Employees shall be considered qualified for posted positions when they meet the definition in Section 1 of this Article and have successfully completed twelve months in their current permanent position. Employees filling a temporary

## Article XIV – Continued

vacancy that have previously held the same position for six months or more will be required to stay the posted duration of the temporary vacancy. Employees selected to fill permanent vacancies that exist, and cannot be released from their current positions within two weeks after the selection has been made, shall begin accruing occupational seniority in the new position starting on the fifteenth calendar day after the offer has been accepted. The “twelve months” referenced above shall begin on the date in which the employee begins accruing occupational seniority in the new position.

An employee who is currently accruing Combined Office Seniority in a temporary position shall not be considered for other temporary positions except for promotional opportunities into higher salary grades.

If an employee is awarded a permanent position and is unavailable to report to the new position within 30 calendar days from the selection, then the next highest qualified candidate will be awarded the position on a temporary basis. If the successful candidate fails to return to work then the employee temporarily holding the position will be awarded the permanent position. Employees that are unavailable to report to a position will not accrue occupational seniority in the position until they return to work.

Once the first has been made on any permanent posting, the position cannot be cancelled. If there are no UWUA Local 601 candidates, the Company will determine if the position will be filled externally.

### **Promotion - Trial Period**

SEC. 4. Employees who are promoted or transferred to positions in other classifications shall receive instructions and training in such positions and shall be given twelve months to qualify. At the time the selection is made the

Manager shall confer with the Committee of the Local Council to determine if the trial period is to be waived or shortened. Employees who fail to meet the job requirements within this period agreed upon shall at any time during the trial period be reassigned to their former classifications or jobs without loss of seniority and at the appropriate rates of pay subject to the following exception.

No employee will be returned to his or her former position sooner than sixty days after assignment to the new position. (Employees so reassigned shall, if applicable, be required to complete the remainder of an incomplete trial period in their former classifications or jobs.) The appropriate rates of pay for such employees shall be the rates which would have been earned if they had not left the position from which they were promoted. The Company shall be free to restore to their former status all employees affected thereby, in accordance with the provisions of Article XIII, Section 5. These other affected employees shall retain their higher rate of pay for a period equal to the time they were in the higher classification, with the further provision that the period shall not exceed 60 days. The Manager will notify the Union before such reassignments are made.

### **Promotions and Transfers - Employees Re-Entering Bargaining Unit Positions and Other Changes in Organization**

SEC. 5. The following provisions will apply in the event that an employee is selected to fill a position represented by the UWUA, AFL-CIO/ UCA Local 601, after having resigned from the Union.

It is understood that the Company will not unilaterally return, bump or place employees into bargaining unit positions after they have resigned from the Union. However, former UWUA, AFL-CIO/ UCA Local 601 or UCA represented employees are not prohibited from being considered for entry level UWUA, AFL-CIO/ UCA Local 601, represented positions which have been posted in accordance with Article XIV of the Collective Bargaining Agreement. When former UWUA, AFL-CIO/ UCA Local 601 or UCA represented employees are the selected candidates for these vacancies, they shall be required to affiliate with the UWUA, AFL-CIO/ UCA Local 601, in accordance with Article IV of the Collective Bargaining Agreement, and the provisions below shall apply.

For a period of twelve months from the effective date of return to the bargaining unit, the parties will not consider applications submitted by the individual for promotion or transfer within the bargaining unit, as addressed in Article XIV of the Collective Bargaining Agreement. Thereafter, individuals will be considered for promotions or transfers in accordance with all of the provisions of Article XIV, including consideration given for experience in all other UWUA, AFL-CIO/ UCA Local 601 and UCA represented positions held prior.



## **Article XIV – Continued**

For a period of thirty-six months from the effective date of return to the bargaining unit, only that period of time, which has elapsed since the date of return will be considered in calculating “Combined Office Seniority”. Thereafter, total combined service in UWUA, AFL-CIO/ UCA Local 601, and UCA represented positions, including all service in such positions prior to the individual resigning from the UWUA, AFL-CIO/ UCA Local 601 or the UCA, shall be included in the calculation of “Combined Office seniority.”

It is further understood that the provisions outlined above will not apply to individuals who have returned to the bargaining unit prior to November 1, 1995.

In the event that it becomes necessary to demote or reassign employees from positions within the bargaining unit to other positions in an equal or lower salary grade, within the bargaining unit, they shall assume their former occupational seniority, plus that accumulated in all equal or higher positions or classifications.

### **Mast Return to Bargaining Unit**

SEC. 6. Employees promoted into MAST positions will only be permitted to return to the bargaining unit and their former position or similar positions during the first six months after promotion. Employees who return to their former positions within the six month period will be granted full seniority less the time they spent in the MAST Position. Once beyond the six month period, a Mast employee may bid for all bargaining unit positions posted on Empower. If the employee is the successful candidate for the position, they may be returned to the Union; however they will not be granted seniority for any time previously spent in bargaining unit position.

## **ARTICLE XV GRIEVANCES AND ARBITRATION**

### **Procedure for Settling Grievance**

SEC. 1. Should any dispute or grievance arise between the Company and the Union, or any of its members, as to the performance, application, or operation of any provisions of this Agreement, not specifically settled in said Agreement, both parties shall endeavor to settle the question in the simplest and most direct manner. The procedure shall be as follows (unless any step thereof is waived, combined or extended by mutual consent):

#### **FIRST:**

Between the Union steward and the supervisor. If not disposed of within three days (exclusive of Saturdays, Sundays and holidays), the matter may be taken up as provided for in step "SECOND" following:

#### **SECOND:**

Between the Manager and/or the Manager's designated representatives and members of a local Committee appointed by the local chairperson of the Union (no fewer than two and no more than five, except for the limits defined in Article XVIII, Sec. 1 of the Agreement).

The party initiating the matter shall submit it in writing to the other. The written statement of the grievance shall include a full explanation of the nature of the grievance, the claimed basis for the grievance and references to Sections of the Agreement, if any, which are claimed to have been violated. Both parties shall confer promptly on the grievance and dispose of it as soon as possible, but in any event within ten days (exclusive of Saturdays, Sundays and holidays).

At the option of the local Union a further discussion in the second step shall be held. The President of the Union and the Industrial Relations Manager may participate in such meetings. The local Manager shall confirm the decision in writing within ten working days after it has been given in the final meeting in the second step. If a grievance is not presented in this step within forty-five calendar days after its occurrence, it shall no longer exist.

It is the desire of both the Union and the Company that grievances be disposed of locally. Both parties will make earnest efforts to accomplish that objective. In the event, however, that the matter is not settled locally through one of the above methods, it shall be carried to step "THIRD" below.

## Article XV – Continued

### THIRD:

Between members of the Executive Committee of the Union (which shall not be in excess of seven in number) and the Vice President-Customer Operations or designated representatives. The grievance shall be in writing. The Company will meet with the Union within 120 days of receipt of the grievance at the third step. The Company and Union will meet on discharge cases within 60 days of receipt of the grievance at the third Step. The Company and Union will meet on discharge cases within 60 days of receipt of the grievance at the third step. If the parties do not meet within the 60 day period on discharge cases, the Union may file for step "FOURTH" below, unless waived by mutual consent a reply in writing shall be given within fifteen calendar days. If a grievance is not submitted in this step within forty-five calendar days after the reply was given in step "SECOND" above, it shall no longer exist.

### FOURTH:

It is the stated intent and purpose of both parties at all times to reach agreement by negotiation between the Company and the Union, without recourse to arbitration. In the event, however, that such dispute or difference is not settled, either party may request that the matter be referred to arbitration provided this request is made within 60 calendar days after the written reply was given in step "THIRD" above. Either party will be granted an additional 30 day extension for request for arbitration provided the request is made within the initial 60 day period. The demand for arbitration must be submitted to the American Arbitration Association within 60 calendar days after the date of such request. If either of these time limitations are not met the grievance shall no longer exist. In addition, if a hearing is not held within one year of the date of the Union's fourth-step letter, the grievance shall no longer exist. The one-year period may be extended only by mutual consent of the parties. In no case will the Company's period of liability exceed sixteen months, except for discharge cases where the period of liability will not exceed twenty-four months.

If the dispute or difference is not settled in the third step, either party may request that the matter be referred to arbitration, so long as this request is made through the American Arbitration Association within 60 days after the reply was given in the third step. The Association shall be directed to select an arbitrator by rotation from a list of 10 names jointly determined by the parties. Deletions from the list may be made at any time at the request of either party, except that no arbitrator will be deleted prior to rendering two written awards unless the parties jointly agree in writing to delete an arbitrator with fewer than two awards. Replacements will be expeditiously selected on a mutually agreeable basis. The party initiating the grievance shall prepare a statement setting forth the exact nature of the grievance for submission to the arbitration board.

Each party shall bear the expense of its own witnesses and the expenses of the arbitrator and any general expenses of the arbitration shall be borne equally by both parties.

Nothing herein shall be construed as restricting the right of an employee or group of employees to present their problems or requests directly to their supervisor or the Manager at any time. Any individual employee or a group of employees shall have the right at any time to present grievances to their employer and to have such grievances adjusted, without the intervention of the bargaining representative, as long as the adjustment is not inconsistent with the terms of a collective bargaining contract or agreement then in effect; provided further, that the bargaining representative has been given opportunity to be present at such adjustment.

### **Time Off To Discuss Grievances With Company**

SEC. 2. Members of the Committee of the Local Council and other authorized officials of the Union shall be allowed the necessary time off, without loss of pay, to discuss with the Company, grievances arising under this Agreement. Members of the Executive Committee of the Union shall be allowed the necessary time off, without loss of pay, to discuss matters of general policy and mutual problems with the Company, provided that no representatives of the Union shall absent themselves for such purpose from the District Office where they are employed, except with the knowledge of the Manager to attend a meeting which has been arranged with and agreed to by the Company.

## **Article XV – Continued**

### **Discussion of Grievances by Stewards**

SEC. 3. Stewards or authorized officials of the Union may accept and discuss, on the premises and time of the Company, complaints and grievances presented by employees, provided that the time they devote to this purpose does not exceed reasonable limits, and does not interfere unduly with the performance of their regular duties as employees. No steward or authorized official of the Union shall be transferred from one department to another within the District Office, or from one District Office to another District office, without prior consultation between the Committee of the Local Council and the Manager.

### **Submitting Complaints to Union by Company**

SEC. 4. The Company may submit complaints to the Executive Committee of the Union if on a general basis, and to the Committee of the Local Council if the Local is involved, and if these are not settled they may be submitted to the grievance procedure starting with the third step.

## **ARTICLE XVI DISCIPLINARY ACTION**

### **Disciplinary Action - Recourse to Grievance Procedure**

SEC. 1. The Union may initiate a grievance in cases where an employee who has completed the probationary period has been disciplined, including suspension or discharge for cause from employment by the Company. Such grievances shall proceed as provided for in Article XV, Section 1, Procedure for Settling Grievance, starting at the “SECOND” step. If exonerated of the charge, the employee shall be returned to his or her position with full seniority rights and paid for all time lost due to being held out of service within the limitations referred to in Article XV, Section 1.

### **Processing of Discharge Cases**

SEC. 2. The Company and the Union shall make a good faith effort to process as promptly as practicable those cases that involve the discharge of an employee.

### **Disciplinary Records**

SEC. 3. When employees establish a clear record in accordance with the Positive Discipline Program, earlier records of formal corrective actions will be disregarded in any review of their overall record.

## **ARTICLE XVII EMPLOYEE BENEFITS**

### **Employee Benefits Plans**

SEC. 1.

(a) During the period of the Agreement, the Company shall not suspend its Group Life Insurance Plan, Disability Benefits Plan, Medical Insurance Plan and Pension Plan, or diminish any of the benefits provided under said plans and the Union shall not request any changes in said plans. However, the Company will discuss these plans with the Union at its request.

(b) Disputes or differences arising between the Company and the Union or its members as to the interpretation, application or operation of the provisions of this Section 1, Subsection (a) of Article XVII of the Agreement shall not be subject to arbitration under Article XV of the Agreement. However, it is understood that if the Company were to unilaterally increase the agreed upon employee contribution percentage, this specific matter could be arbitrated.

### **Separation Allowance**

SEC. 2. For the duration of this Agreement but without commitment or liability thereafter, permanent employees who

## **Article XVII – Continued**

have completed one year or more of service and who are discontinued because no further work can be found for them in any job classification in the Customer Operations locations defined in Article I. Section 2, shall be given an allowance of two week's base pay for each full year of service. This allowance shall be in addition to any vacation pay given the separated employee. It is understood, however, that employees shall be entitled at any one layoff time to only such separation allowance as has not been previously paid them, at the rate of one and one-half week's pay for each year of service.

Permanent employees who have completed one year or more of service and who are to be reduced in classification because of a curtailment of forces, may elect to be separated and take the allowance outlined above, but the provisions of Article XIII, Section 5 shall not apply.

No separation allowance will be paid to employees who are temporarily transferred or permanently transferred with their consent to another District Office, Credit and Collection Center, Customer Payment Processing Center, Northern Inquiry Center, Northern Customer Billing Center, Southern Inquiry and Customer Billing Center or to any other department of the Company or any Company affiliated with it in the Public Service organization. It is understood, for the purposes of this Section, that employees transferred to another District, due to the consolidation of the two District Offices shall be considered as having been transferred within the District and the employee shall have no option to refuse the assignment.

### **Cashiers' Overages and Shortages**

SEC. 3. The Company will retain all cash overages and assume responsibility for normal cash shortages of employees assigned to the Cashiers Department, arising in the course of their regular duties. It is understood that the acceptance of responsibility for shortages by the Company will not include the following:

- (a) Shortages resulting from the unauthorized cashing of checks.
- (b) Shortages of abnormally large amounts, as determined by the Company.

It is further understood that employees assigned to the Cashiers Department who have repeated cash overages and shortages, shall be subject to transfer to other work, at the option of the Company, for which they are qualified. Such employees shall be informed, after prior warning, of the unsatisfactory status of their work by a personal interview in advance of the date of such transfer, and the Union shall be notified in writing.

### **Differential Pay for Obligated Reservists**

SEC. 4. Any permanent employee who is required to 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, upon submission of the employee's government pay voucher, the amount by which the employee's Company base pay for the period exceeds the amounts paid to the employee by the government for such period as shown on the voucher. 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 XVIII MEETINGS BETWEEN UNION AND COMPANY REPRESENTATIVES**

### **Meetings Between Local Union Committee and Manager**

SEC. 1. During the period of this Agreement, meetings shall be held upon request by either party between the Manager and/or the Manager's designated representatives and a Committee appointed by the local chairperson of the Union which shall consist of not more than five members; except at the following locations:

- Bridgewater - not more than three
- East Gate - not more than four

## **Article XVIII – Continued**

Burlington	- not more than three
NIC	- not more than four
CCC	- not more than four
NCAC	- not more than four

Employees of the Telephone Services Department shall be represented by the local chairperson of the Newark District Office.

### **Meetings Between Executive Committee of Union and Vice President - Customer Operations**

SEC. 2. During the period of this Agreement, quarterly meetings, except when waived by mutual consent, shall be held between the Executive Committee of the Union, which shall consist of not more than seven members, and the Vice President – Customer Operations or delegated representatives, for discussion of matters of general policy. Special meetings may be held in case of matters of urgent necessity.

For contract renewal purposes, meetings will be held between the Company and a committee of the Union not to exceed nine members (excluding any members paid by the Union.)

## **ARTICLE XIX LEGISLATIVE**

### **Partial Invalidation of Agreement by Present or Future Laws**

SEC. 1. If any law now existing or hereafter enacted, or any proclamation, regulation, or edict of any State or National agency shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated.

### **Use of Personal Pronouns**

SEC. 2. Any personal pronouns or other words used throughout the Agreement which designate an employee's sex shall not be construed to indicate preference for either sex.

## **ARTICLE XX DURATION OF AGREEMENT**

### **Period Covered - Changes by Mutual Consent**

SEC. 1. This Agreement shall become effective May 1, 2023, and shall remain in full force and effect until and including April 30, 2027. This Agreement shall continue from year to year after April 30, 2027, if the Union continues as the established and exclusive collective bargaining agent of employees, unless a written notice of desire to amend or terminate it is given by either party to the other at least 60 days prior to April 30, 2027, or at least 60 days prior to April 30 of any year thereafter. Changes in this Agreement may be made at any time by mutual consent.

### **Renegotiation at End of Annual Periods**

SEC. 2. During negotiations following such written notice, this Agreement shall continue in effect; and such new or amended Agreement as shall result from such negotiations shall be retroactive up to a maximum of fourteen (14) calendar days following the date of expiration of this Agreement.

### **Annulment Under Certain Conditions**

SEC. 3. A refusal by the Company or the Union to exhaust the remedies provided by this Agreement for the final settlement of grievances through arbitration shall, at the option of the other party to the Agreement, annul this Agreement, upon written notice.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be signed by their representatives duly authorized in all particulars to execute said Agreement, and their seals to be hereto affixed.

**PUBLIC SERVICE ELECTRIC AND GAS COMPANY**

Steven Banks  
Director -  
Labor Relations  
PSEG Services Corp.

Noel Cabrera  
Labor Relations Manager  
PSEG Services Corp.

**UWUA, AFL-CIO/ LOCAL 601**

Noel Christmas  
President  
UWUA, AFL-CIO/  
Local 601

Michael A. Garcia  
First Vice President  
UWUA, AFL-CIO/  
Local 601

Michelle Christen  
Second Vice President  
UWUA, AFL-CIO/  
Local 601

Jessica Francis-Wright  
Secretary  
UWUA, AFL-CIO/  
Local 601

David Stout  
Treasurer  
UWUA, AFL-CIO/  
Local 601



**EXHIBIT "B"**  
**STATEMENT OF PROGRESSION POLICY**

**General**

In all references to salary treatment within this Agreement, the following guidelines shall apply:

*Modifications to the Salary Progression Steps are reflected in Exhibit A.*

For 367A, two additional wage steps were added to the beginning of the progression, which begins at the start of the 367B pay scale.

**Salary Rate Upon Assignment to a Position**

*(Note: See Letter of Agreement date 9/25/03 for further clarification)*

When employees are first assigned to any position, they shall receive:

- (a) The minimum salary indicated for that position (employees hired on or after May 1, 2011 will remain at the minimum salary for twelve months), or
- (b) If they are promoted from another position in a lower salary grade (or, in the case of employees hired on or after May 22, 1996, a position with a lower maximum rate) and the salary they are then receiving is higher than the minimum salary for the newly assigned position but less than the maximum salary for that position, their salary will be raised to the next step of the scale for the newly assigned position.

If the employee is scheduled to receive a progression increase in his/her permanent position within the 14 calendar day period after a scheduled permanent promotion, the promotion shall be made effective on or after the scheduled date of the progression increase. Accordingly, in such cases, the promotional rate in the new position shall be based on the rate (including the progression increase) in the former position.

- (c) If employees are transferred from another position in the same salary grade (for employees hired on or after May 22, 1996, another position with the same maximum salary rate), their salary will not be changed as a result of such transfer.
- (d) In the case of new employees who have special training and experience, such employees may upon their employment be paid a rate in excess of the minimum salary (but within the range) for the position in which they are employed.
- (e) If employees have less than one month in a temporary or permanent position and are promoted to a position in a higher salary grade (for employees hired on or after May 22, 1996, a position with a higher maximum rate), their salary rate upon assignment to the new position shall be based upon their salary rate prior to appointment to their existing temporary or permanent position.

Full-day and part-day temporary assignments to a higher position since January 1, 1975 together with time spent on temporary assignments in a higher position with a temporary change in nomenclature shall be credited to an employee's progression time upon permanent or temporary assignment (including upgrading) to such higher position. "Higher position" is determined by the relative standing of salary grades in the case of Exhibit "A".

**In-Classification Progression**

At the intervals indicated in the Salary Progression Rates, management will review the employees' performance and progress in their assigned positions. If their performance and progress are satisfactory, the scheduled progression step will be made effective at the stated time as set forth in the Salary Progression Plan, until their salary equals the maximum rate specified for that position.



### **Procedure in Case In-Classification Progression is Withheld**

At any time during the interval between progression step salary increases, when it becomes apparent to management that a progression step increase may be withheld from any employees, because of substandard work, the Manager will confer with the individual employees and with the Union, in order to afford the individuals in question the opportunity to improve their work.

When the review made just prior to the end of the progression interval indicates that the employees have not made satisfactory progress on the job by demonstrated ability and performance so as to qualify them for an increase to the next progression step, and for that reason an increase in pay is not warranted, the employees may be retained in their positions at the same rate, or be transferred, or separated from the payroll, but the employees shall be informed of such determination by a personal interview in advance of the date of the scheduled increase, and the Union shall be notified in writing. The Union may request a review of such a decision, provided such request is submitted in writing to the Manager within five working days of the date the Union receives the notification. The Manager will confer with the Union representatives and inform them in writing of the results of the review, within five working days after receipt of the request for review. From this point on if the Union is dissatisfied with the Manager's answer, the case may be taken up through the established grievance procedure, at step "SECOND," subject to the time limitation therein stated.

An employee so retained in a position at the same rate shall have the case reviewed within three months. If satisfactory progress on the job by demonstrated ability and performance has been made so as to qualify the employee for the previously withheld increase to the next progression step, the employee shall receive such next progression step immediately and the period for the next progression step shall start on that date.

### **Salary Rate During Temporary Period in Higher Classification** *(Modified with Letter of Agreement date 5/18/2021)*

Employees hired prior to May 22, 1996 shall continue to be compensated in accordance with the guidelines set forth in Exhibit "A", and as outlined below when assigned to work in a higher classification. Effective September 6, 2021, employees hired on or after May 22, 1996 who are assigned to work in a higher classification shall receive an additional \$1.50 to their hourly wage rate for time spent performing the assigned work in the higher classification, provided that the total hourly wage does not exceed the maximum hourly wage rate for the position to which they are upgraded. In cases where the addition of \$1.50 to their hourly wage rate would exceed the maximum rate for the position to which they are upgraded, they shall receive the maximum rate for the position to which they are upgraded for each applicable hour. The \$1.50 upgrade amount will be adjusted annually based on the negotiated general wage increase as per Article V, Salaries, effective the date of the increase.

Employees hired prior to May 22, 1996, who are assigned to work in a higher classification, shall be paid for the time worked, but for no less than one hour, the starting rate for the higher classification, or if their existing rate is higher than said starting rate, they shall receive the next step above their existing rate. This minimum will be the minimum for all work in the higher classification and will not apply separately to each assignment to work in such higher classification for an employee so assigned more than once during the same workday. Employees hired on or after May 22, 1996, who are assigned to work in a higher classification, shall be paid for the time worked, but for no less than one hour, at the applicable rate as established in the paragraph above. It is not the intention of the Company that employees perform work in a higher classification without specific assignment.

It is the sole responsibility and prerogative of management to determine whether it is necessary to fill a temporary vacancy by assignment of another employee to that work. When such temporary vacancy is filled, it shall be by an employee who is qualified to do the work. It is understood and agreed that employees in the same or higher classifications, who are qualified to do the work, may be assigned by management to fill temporary vacancies, if such employees are available.

If the temporary vacancy is filled by upgrading, and if the period of the temporary vacancy is expected to exceed forty-five calendar days, the vacancy shall be posted in accordance with the provisions of Article XIV.

Employees who are temporarily promoted to higher classifications shall be returned to their permanent positions if unavailable to perform in the temporary positions, and if replaced by other employees through the re-posting of such vacancies. The effective date of return to the permanent position shall be the date when the re-posted temporary vacancy is filled.

## **Salary Rate in the Event of Assignment to Lower Classification**

Employees hired prior to May 22, 1996 shall continue to be compensated in accordance with the guidelines set forth in Exhibit "A", and as outlined below, when assigned to work in a lower classification.

Employees assigned for a temporary period to a lower classification shall receive their regular rate of pay during the period of that assignment.

If the assignment is to be made permanent, the case will be reviewed with the Union and the employee will then be notified. Employees with more than 6 months' service shall be given a rate above minimum in the lower classification which gives credit for their total service in positions of equal or higher grade/classification covered by payroll recommendation. Their new rate shall be applicable ninety calendar days after the date of assignment.

Employees with more than 6 months' service, who voluntarily apply for a posted vacancy (either permanent or temporary) in a lower classification shall be given a rate above minimum in the lower classification which gives credit for their total service in positions of equal or higher grade/classification covered by payroll recommendation. Their new rate shall start immediately upon assignment to the new position.

Employees who become incapacitated for their regular work may, at the option of the Company, be placed at any work they can do at an appropriate rate of pay and without regard to the seniority provisions of the Agreement. The Company will first consider available positions for which the employee qualifies in the District prior to placing the employee elsewhere in the area (areas are defined as follows: The Northern area shall consist of Newark, Hackensack, Roseland, Harmon Cove and the Telephone Services Department. The Southern area shall consist of the Southern Customer Inquiry Billing Center, East Gate, Bridgewater, Princeton, and the Customer Payment Processing Center. The Northern Inquiry Center, Northern Customer Billing Center, Cranford and the Credit and Collection Center shall be included in both the Northern and Southern areas). "Appropriate rate of pay" shall be determined by the circumstances in each individual case, including length of service with the Company, and shall not be considered to be limited by the maximum rate of pay of the position to which such employee is assigned. Further, in the case of employees, who, at the time of their assignment to a lower position because of incapacity, are 60 years of age or over, their existing rate shall not be lowered by virtue of the assignment to the lower-rated job. Incapacitated employees, with five to twelve years' service who have not been placed by the Company, will be paid separation allowance upon discontinuance in accordance with Article XVII, Section 2.

Incapacitated employees who have been placed in a position because of their incapacity may be subsequently reassigned, at the option of the Company, and without regard to the seniority provisions of this Agreement, to a position that they can fill, within the area, in a salary grade/classification equal to or above that of the position to which they have been assigned, but below the salary grade/classification of their position prior to assignment due to physical disability. Incident to such reassignment they shall be given an "appropriate rate of pay" to be determined following the same considerations which applied at the time of their first assignment because of incapacity. In the event the employee provides medical certification of ability to perform in the position from which originally downgraded, and such certification is approved by the Company doctor, the employee may be assigned at the option of the Company, to that position.

If employees who are 60 years of age or over, are assigned to a lower classification not for incapacity, but because of the elimination of their jobs, their existing rate shall not be lowered by virtue of the assignment to a lower-rated job.

## **Reclassification**

The classification of employees agreed upon at the start of the job evaluation program has been jointly determined as an equitable basis for initiating the plan. It is not intended to serve as the basis for determining the number of employees to be assigned to each classification in each office in the future.

It is understood and agreed that the Company has the right to arrange work assignments, subject to the provisions of the job specifications, and that in the future, as changes in organization occur, this will result in certain redistribution of the number of employees by classification; for example, in the event a 323 Bookkeeper, who is so classified at the start of this plan, vacates the position, the work may be so arranged that the employee, who, in effect, fills the vacancy will perform the duties described under the Classification of Assistant Bookkeeper, and will be assigned to that position. As changes in organization occur, reductions will be made in the number of employees in the higher classifications until the proper ratio exists in accordance with the job descriptions.

### **Postponement of Increase Because of Absence**

The date on which an increase is due will be postponed by the number of working days which an employee is away from work, with or without pay, in excess of the following number of working days (during the salary progression step interval) because of illness, sick leave, disciplinary action, layoff or leave of absence of more than one week at a time (except military service leave of absence): 6 days for a 6-month progression step interval, and 9 days for a 9-month progression step interval. Separate absences of one or more full days and individual leaves of absence of more than one week (including holidays observed on days in the basic workweek which fall during the leave of absence), for the above purposes, within the salary progression step interval shall be accumulated to determine the total days of absence. A holiday occurring during a full-day disability absence, does not count as a day of disability absence and accordingly shall not be included in the total days of absence. A holiday occurring during a period when the employee is being paid at State Plan rate is counted as a day of disability and shall be included in the total days of absence.

In the case of an employee who has entered, or who enters, military service and whose scheduled increase is due after the last day worked, such increase will not be applicable in determining any compensation payable by the Company (Military Service Salary Roll) during any portion of the time the employee is on military leave of absence.

### **Increase Under Wage Progression Schedule for Employee Returning From Military Service**

When employees return from military service as defined in Article XI, Section 1, of the Agreement, their rate of pay shall reflect, in accordance with existing practice in District Offices, all salary adjustments which they would have received had they not entered military service.

The adjusted rate, as determined above, will be payable effective with the employees' reinstatement on the Company's active payroll.

**Exhibit “C”**

**Letters of Agreement and Memorandums of Agreement  
Between Public Service Electric & Gas Company  
On behalf of its Customer Operations locations  
(District Offices, Credit and Collection Center,  
Customer Payment Processing Center,  
Customer Inquiry Centers, Customer Accounts Centers, and  
The Telephone Services Department  
And  
UWUA, AFL-CIO/ UCA Local 601**

The following letters of agreement and memorandums of agreement between the Company and the Utility Worker’s Union of America have been mutually agreed upon by both parties for inclusion in the Collective Bargaining Agreement. The items included do not represent a complete collection of all such letters and memorandums. Accordingly, those items which have not been included remain in effect and shall continue to be complied with by both parties.

Some of the times which are included have been modified to reflect certain revisions. Such revisions have been noted, where applicable. In the event that a question or dispute arises over the interpretation of any of these letters and memorandums, particularly in cases where items have been consolidated or modified in any way, the original document shall be used as the basis for resolving the matter.

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**No. 1**

October 22, 1947

**TEMPORARY ASSIGNMENTS**

It is understood that employees may be temporarily assigned to other kinds of work of equal or lesser grade within their capabilities. However, the Commercial Manager shall discuss in advance with the Union, the general principles to be followed in selecting employees for such temporary assignments. Such discussion shall include consideration of the effects such temporary assignments shall have upon the workload in the occupational group from which the assignment is made, and upon the assigned employee's workload upon return to the employee's regular classification. Disagreements between the parties to such discussion may be resolved by use of the grievance procedure outlined in the current Agreement between the Company and the Union.

In instances where the necessity for temporary assignment cannot be foreseen, sufficiently in advance to permit discussion with the Union, and therefore, cannot be scheduled in advance, the above procedure shall not apply.

**No. 2**

November 1, 1950

**COMMERCIAL OFFICES PLAN FOR CALCULATION OF SALARY REDUCTIONS - EMPLOYEES DOWNGRADED DUE TO PHYSICAL DISABILITY (EFFECTIVE NOVEMBER 1, 1950)**

Schedule of Percentages to be Used in Determining Rates Applicable to Employees Downgraded Because of Disability:

<u>Age Plus</u> <u>Service Years</u>	<u>Percentage</u> <u>Applicable</u>	<u>Age Plus</u> <u>Service Years</u>	<u>Percentage</u> <u>Applicable</u>
90 or over	100%	65	50%
89	98	64	48
88	96	63	46
87	94	62	44
86	92	61	42
85	90	60	40
84	88	59	38
83	86	58	36
82	84	57	34
81	82	56	32
80	80	55	30
79	78	54	28
78	76	53	26
77	74	52	24
76	72	51	22
75	70	50	20
74	68	49	18
73	66	48	16
72	64	47	14
71	62	46	12
70	60	45	10
69	58	44	8
68	56	43	6
67	54	42	4
66	52	41	2
		40	0

**NOTES**

Age is determined to nearest birthday from the date of assignment.

Service is determined to nearest anniversary from the date of assignment. No reduction shall be made in the salary of any employee downgraded due to physical disability, whose service period is 25\* years or more. \*(Service period reduced from 35 to 30 effective May 1, 1969; 30 to 25 effective May 1, 1971.)

Percentages Applicable shall be applied to the difference between the maximum rate for the employee's job prior to downgrading, and the maximum rate for the job to which the employee is downgraded.



**MEMORANDUM CONCERNING PERFORMANCE OF "ELIGIBLE" WORK  
BY "INELIGIBLE" EMPLOYEES AGREEMENT REFERENCE: Art. I, Sec. 2**

Specific provision in the Agreement covering performance of "eligible" work by "ineligible" employees is as follows:

"...It is understood that employees in supervisory and confidential positions may perform work assignable to employees of the bargaining unit, when occasion requires."

The following general principles shall govern such work performance by ineligible employees:

1. Basically, ineligible supervisors have bona fide supervisory responsibilities and authority.

a. However, depending upon the size of the department and circumstances, supervisory duties may not require the full time of the supervisor. The supervisor can, under such circumstances, perform "eligible" work as occasion requires.

b. In addition, a supervisor may perform routine work covering:

Lunch periods

Emergencies and to handle special rush work

Illness

Vacations

Expediting service to customers; for example, Supervisor-Service will handle customers.

Present practice of performance of eligible work is to be continued. Examples:

The Supervisor-Service will continue to handle customers.

1. However, the plan should not be applied to permit so-called "abuses".

Ineligible supervisors should not be assigned to "eligible" work which would result in depriving eligible employees of overtime, except where this may be a by-product of the above (Example: Supervisor-Service handling customers during peak period just before 4:30 P.M.).

Ineligible supervisors should not be assigned to such work to avoid overtime on special jobs (Example: Work of the type involved in the gas load survey in February and March, 1953).

1. Ineligible supervisors shall not be assigned to "eligible" work for the sole purpose of avoiding the upgrading of an employee to perform necessary work.

Examples:

The Supervisor-Customer Accounts should not go into a station and do the full-time job of a Senior Bookkeeper in order to avoid a temporary upgrading of another employee to the Senior Bookkeeper position. However, the Supervisor-Customer Accounts can handle the work assignment functions of a Senior Bookkeeper in the temporary absence of the Senior Bookkeeper when it is not necessary to fill the temporary Senior Bookkeeper vacancy.

The Supervisor-Customer Accounts can assist in locating errors in cycle balances in the absence of a Senior Bookkeeper, but should not perform the normal balancing operation.

Notes:

1. The second sentence of 1.a has been modified to eliminate gender identification.

2. 1.b has been modified to delete references to Supervising Cashier.

**No. 4**  
**SECOND STEP GRIEVANCE PROCEDURE**

May 11, 1961

As part of the negotiation of the Agreement to be effective May 1, 1961, a change was agreed upon in the grievance procedure as it relates to the second step of that procedure. This change will provide in the future for the attendance, if the Union desires, of the President of the Union, or in the President's absence, another member of the Union Executive Committee, at second-step discussions under certain conditions as follows:

1. Matters may be discussed informally, as at present, between the Commercial Manager and representatives of the Union outside of the grievance procedure.
2. As at present, local consideration of a second-step grievance, as such, shall be preceded by the submission of the grievance in writing by the party initiating it.
3. Upon completion of the local second-step discussions, the Commercial Manager shall state a decision and shall permit the Union representatives up to three working days (exclusive of Saturdays, Sundays, and holidays) to request the optional second-step meeting. The present 10 working day period for confirming the decision in writing shall start with the workday following the decision to use or not to use the optional meeting provision or following the optional meeting, whichever is later.
4. It is fully understood that the Company may designate any Management representatives it wishes to attend meetings held under the optional second-step procedure.
5. It is further understood by the President of the Union shall in no way increase the extent of time away from work by local office employees beyond what would be expected in the absence of this procedure, except for the time required to attend the optional meeting.

Very truly yours,  
D. S. Lord  
Manager – Industrial Relations

Notes: Gender identification has been eliminated throughout.

See supplementary letter dated 5/1/87.

**No. 5**  
**CONSIDERATION OF PERMANENT AND MILITARY SERVICE REPLACEMENT (M.S.R.)  
EMPLOYEES IN MILITARY SERVICE FOR POSTED VACANCIES**

June 26, 1967

During negotiations of the Agreement between the Company and the Union, effective May 1, 1967, it was agreed to amend Article XIV, Section 1, Promotions and Transfers – Positioning Vacancies and Applications, to provide for considering permanent and military service replacement (M.S.R.) employees in military service as having filed an application for a posted vacancy provided such employees have at least the minimum qualifications for the position being filled.

This letter will confirm the understanding reached covering the various aspects involved in the administration of the amendment to the Agreement as follows:

1. Permanent and “military service replacement” (M.S.R.) employees in military service shall be considered as applicants for job vacancies posted during their absence provided such employees have at least the minimum qualifications for the position being filled.
2. (Revised in accordance, with the letter to “Benjamin Percario, President, Utility Co-Workers’ Association”, dated December 18, 1975.)

When an employee in military service is considered as an applicant for a job vacancy and is the successful candidate, the permanent position to which the employee has been promoted shall be reserved until return from military service. However, while in military service the employee shall earn all progression credit in the position to which the employee was promoted. When the employee returns from military service the employee shall be reinstated in the permanent position to which the employee was promoted and shall receive all progression credit the employee would have earned had the employee not been in the military. A trial period shall be established in accordance with Article XIV, Section 6, of the Agreement.

3. The temporary vacancy created because a permanent position is being reserved for an employee in military service

shall be filled on a temporary assignment basis pending the return of the employee from military service. Effective on the date of reinstatement, all employees affected thereby will be returned to their former status.

4. When an employee is awarded more than one promotion while in military service, the promotion to the last position shall be effective on the date of the employee's reinstatement and shall be administered as outlined in the preceding paragraphs. In such cases, the temporary vacancy in the position to which the employee in military service was first promoted will become a permanent vacancy upon selecting the employee in military service for another promotion.
5. Where possible, the Commercial Manager will notify the employee in military service of the employee's selection for promotion and that the position will be reserved for the employee pending the employee's return from military service unless the employee declines the future promotion.

Very truly yours,  
F. A. Brock, Jr.  
Manager – Industrial Relations

Note: Gender identification has been eliminated throughout.

**No. 6**  
**LANGUAGE INTERPRETING ASSIGNMENTS**

March 18, 1969

This is to confirm the understanding reached between the Company and the Union regarding interpreting at the office for customers unable to communicate in English.

It is understood and agreed that employees working within the office demonstrating bilingual ability may be called upon to perform as interpreters for inquiries received by telephone, mail or in person from customers unable to communicate in English. When an employee is designated to interpret and performs as an interpreter, the employee shall be paid for such interpreting at the appropriate step of the rate one salary grade above the salary grade in which the employee is assigned, or an additional \$1.25 per hour, whichever is greater. Employees performing less than ten hours of interpreting in a week will be paid at the higher rate for a minimum of ten hours for that week. The minimum upgrading of ten hours in a week may be less than ten hours if the employee is not at work for a full week. Attached are some examples of the application of the minimum upgrading provision.

It is further understood and agreed that interpreting assignments will be distributed equitably among qualified employees on a weekly basis, so that in each office one employee will be designated to receive such assignment each week, provided a qualified employee is available to receive such assignments. A record will be maintained in each office of the weekly rotational assignments and the time spent in such assignments.

Should an employee designated for interpreting in a specific week be away from work when an interpreting assignment is to be made, then a second qualified employee may be designated and will become eligible for minimum upgrading on the basis of two hours per workday so assigned. Under such circumstances, the second designated employee will not lose a turn in rotation for receiving future interpreting assignments.

The minimum upgrading provision of ten hours per week will apply only to interpreting assignments in the language predominantly requiring interpretation in the office. When an employee is assigned to interpreting in a language other than the principal language requiring interpretation, the employee shall be upgrade on the basis of two hours per workday so assigned. An employee possessing multilingual ability will be upgraded on the basis of minimum upgrading of ten hours for the week, or two hours per workday so assigned, as appropriate, regardless of the number of languages used in interpreting assignments.

It is also understood and agreed that the weekly rotational and minimum upgrading provisions referred to above apply solely to language interpretation assignments to employees working within the office.

Very truly yours,  
F. A. Brock, Jr.  
General Manager – Industrial Relations

Notes: Gender identification has been eliminated throughout.

The letter was amended effective 5/1/89 to include option to increase pay rate by \$1.00/hr.

The letter was amended effective 5/1/91 to include option to increase pay rate by \$1.25/hr.

### **EXAMPLES OF APPLICATION OF MINIMUM UPGRADING FOR LANGUAGE INTERPRETING ASSIGNMENTS**

#### **Example No. 1**

Employee "A" is designated to receive interpreting assignments for a given week and performs as an interpreter on Monday. However, the employee is absent from work for the balance of the week. Employee "B" is designated to replace employee "A" for interpreting assignments for the balance of the week and performs as an interpreter on Friday of the week.

In this case, employee "A" would receive minimum upgrading of two hours for Monday. Employee "B" would receive minimum upgrading of eight hours for the days of Tuesday through Friday. Employee "B" would not lose a turn in rotation for receiving future interpreting assignments.

#### **Example No. 2**

Employee "A" is designated to receive interpreting assignments for a given week and performs as an interpreter on Monday morning. During lunch hour of employee "A", a need arises for interpreting in the language predominately requiring interpretation, and employee "B" is assigned to such interpreting. Employee "A" returns to the office and during the afternoon becomes ill and is directed to go home, returning to work on Friday of that week. Employee "B" is designated to replace employee "A" for interpreting assignments and performs as an interpreter on Thursday. There were no other interpreting assignments in that week.

In this case, employee "A" would receive minimum upgrading of four hours for Monday and Friday, the two days the employee was at work. In addition, employee "B" would receive minimum upgrading of two hours for the lunch-hour assignment on Monday, plus minimum upgrading of six hours for Tuesday through Thursday. Employee "B" would not lose a turn in rotation for receiving future interpreting assignments.

#### **Example No. 3**

Employee "A" is designated to receive interpreting assignments for a given week and performs as an interpreter on Tuesday. The employee is at work for the full week, except for the holiday on Thursday. In this case, the employee would receive minimum upgrading of eight hours, for the days the employee was at work.

#### **Example No. 4**

Employee "A" is designated to receive interpreting assignments for a given week. However, the need for interpreting arises during the lunch hours of employee "A" on Monday, Tuesday and Friday; employee "A" performs no interpreting assignments, while employee "B" performs such assignments during the lunch hours of employee "A". In this case, employee "A" would receive no upgrading, but employee "B" would receive minimum upgrading of six hours for the three days so assigned. Neither employee "A" nor employee "B" would lose a turn in rotation for receiving future interpreting assignments.

#### **No. 7**

June 9, 1975

### **EMPLOYEES WITH EIGHTEEN OR MORE YEARS OF COMBINED OFFICE SENIORITY WHO ARE AFFECTED BY A LAYOFF OR CURTAILMENT – RETENTION OF WAGE RATE**

During negotiation of the Agreement, effective May 1, 1975, the company stated that in the event of a layoff or curtailment it would endeavor to retain the wage rate of employees with eighteen or more years of Combined Office seniority unless prudent financial judgment dictates that such a policy cannot be supported at the time.

The implementation of this policy may require transferring of such employees to different job classifications and, if necessary, providing for their transfer to other District Offices.

Very truly yours.

F. A. Brock, Jr.

General Manager – Industrial Relations

**Note:** Commercial Office Seniority changed to Combined Office Seniority effective 5/1/87.

**No. 8**

May 1, 1977

**BRIDGING PERIODS OF SERVICE – TEMPORARY EMPLOYEES**

During negotiation of the Agreement (Commercial Offices) effective May 1, 1977, it was agreed that when more than one temporary employee are in the same position, and one of the positions is to be discontinued, the employee with the least amount of time spent in that position, including time spent in that position during previous periods of temporary employment, shall be terminated.

Very truly yours,  
F. A. Brock, Jr. 8/23/77  
General Manager – Industrial Relations

**No. 9**

May 1, 1977

**RESOLVING COMPANY-UNION PROBLEMS IN BRANCH OFFICES**

During negotiation of the Agreement (Commercial Offices), effective May 1, 1977, it was agreed that when the local Union Chairperson brings a Company-Union problem in the Branch Office to the attention of the Commercial Manager, and states specifically the nature of the problem, the Commercial Manager and Union Chairperson shall attempt to resolve the problem without leaving the Commercial Office. If the problem cannot be resolved locally, the Commercial Manager and Union Chairperson shall visit the Branch Office to continue efforts to resolve the problem.

Very truly yours,  
F. A. Brock, Jr. 8/23/77  
General Manager – Industrial Relations

**No. 10**

June 9, 1978

**CREATION OF 8 TEMPORARY PART-TIME G350 GENERAL CLERK POSITIONS – CPPC**

This letter confirms discussions held regarding the Company's plans to create eight temporary part-time G350 General Clerk positions at the Customer Payment Processing Center, due to the "peak conditions" that exist on certain days and the need to process all payments on the day received.

The eight temporary part-time G350 General Clerk positions will be posted at the Customer Payment Processing Center on or about July 3, 1978.

The conditions of employment for the temporary part-time employees will be as follows:

1. Employees will be required to join the Utility Co-Workers' Association.
2. Employees will be entitled to only the following benefits:
  - a. State Plan Illness Benefits
  - b. Blue Cross/Blue Shield or HMO Health Insurance Plans
  - c. Holiday pay if employee works the full day before and after the holiday
3. There will be no predetermined work schedule. Employees with the least number of hours worked will be called first.
4. Once employees are called into work, they will work at least 4 hours on that day, provided they report for work by 11:00 A.M.
5. Employees will be upgraded to a higher classification only after all full-time employees have been asked.
6. Employees will be assigned to work overtime only after all full-time employees have been asked.
7. Employees will be paid at the rate of one and one-half times for all hours worked in excess of the 8-hour basic

workday or 40-hour basic workweek.

8. Employees will qualify for wage progression increases following the completion of 1,044 hours worked.
9. Employees will be permitted to bid for vacancies in permanent positions at the Customer Payment Processing Center as they occur prior to posting the vacancy statewide.
10. Employees will be permitted to bid for vacancies in temporary positions resulting from long-term illness absence.

Very truly yours,  
F. A. Brock, Jr.  
General Manager – Industrial Relations

**Note:** See letter dated 5/1/87 concerning health insurance coverage for permanent employees only.

**No. 11**  
**EMPLOYEES INJURED ON OVERTIME**

May 1, 1980

This is to confirm the agreement reached during the 1980 Negotiations regarding employees injured on overtime for whom medical treatment is required.

Permanent employees who are injured while working outside the regular hours of their basic 5-day workweek, and are required to leave the job that day to be given medical treatment, shall be paid, at the applicable rate, for reasonable time to receive such treatment, not exceeding two hours.

Very truly yours,  
C. P. Travisano  
Manager – Industrial Relations  
Commercial Operations

**No. 12**  
**SAFETY PRESCRIPTION GLASSES**

May 1, 1980

This is to confirm the agreement reached during the 1980 Negotiations (Commercial Offices and Customer Payment Processing Center) with regard to providing safety prescription glasses for employees in the following nomenclatures:

- G306 – Field Service Representative
- G362 – Group Supervisor – Collection and Credit
- G365 – Group Supervisor – Meter Reading
- G368 – Collection Representative
- G369 – Meter Reader – A
- G370 – Meter Reader
- G380 – Head Building Attendant
- G381 – Building Attendant

It was agreed that the Company will provide, at no cost to the employee, safety prescription glasses, including frame and lens, for those employees who wear prescription glasses. It was also agreed that the employee would obtain his/her prescription for the safety glasses at no cost to the Company.

Very truly yours,  
C. P. Travisano  
Manager – Industrial Relations  
Commercial Operations

**No. 13**  
**SHIFT ASSIGNMENTS – UNION REPRESENTATIVES**

October 6, 1980

This letter confirms the agreement reached on September 25, 1980, with regard to certain Union representatives subject to shift work at the Customer Inquiry and Accounting Centers.

Members of the Executive Committee of the Union (limited to 7 in number, including member(s) on full-time leave

of absence), the Chairperson – northern Customer Inquiry and Accounting Center and the Chairperson–Southern Customer Inquiry and Accounting Center, if subject to shift work, shall be given the option of working the 8:00 a.m. to 4:30 p.m. shift, Monday to Friday.

A Union representative covered in the above paragraph, if assigned to a shift other than 8:00 a.m. to 4:30 p.m. (Monday – Friday), shall exchange his/her shift assignment with the employee having least Combined Office seniority on the 8:00 a.m. to 4:30 p.m. shift (Monday – Friday), unless another employee on the 8:00 a.m. to 4:30 p.m. shift is willing to exchange shifts.

If in any one payroll week the change to the new schedule would result in an employee working less than 40 hours, due to the way in which the scheduled days off occur under the two schedules, the employee shall be scheduled to work at the straight time rate so as to give him/her 40 hours for the week. The Company will not assume any additional costs resulting from such changes in shift assignments.

Very truly yours,  
C. P. Travisano  
Manager – Industrial Relations  
Commercial Operations

Note: Center Seniority changed to Combined Office Seniority effective 5/1/87.

**No. 14**  
**(Eliminated 2013 Negotiations)**

May 1, 2011

**No. 15**  
**FIRST LEVEL SUPERVISORY POSITIONS AND CONFIDENTIAL POSITIONS**

May 1, 1982

During negotiation of the Agreements effective May 1, 1982, it was agreed to delete Article XIV, Section 4, Promotion – First Level of Supervision, from the three Agreements. The letter of Agreement dated November 30, 1954 is also deleted. It was also agreed to delete Article XIV, Section 5, Promotion – Confidential Positions, from the Customer and Marketing Services Department Agreement.

It was further agreed that in the unlikely event that the Company discontinued the P.O.W.E.R. Program the provisions of said Article XIV as contained in the Agreement effective May 1, 1980, would be immediately reinstated.

Very truly yours,  
R. J. Stickle  
Manager – Industrial Relations  
Customer and Marketing Services

**Note:** The letter was amended effective 5/1/92 to replace reference to “ICOS” Program with “P.O.W.E.R.” Program.

**No. 16**  
**ANNUAL SHIFT SELECTION**

May 1, 1982

This letter superseded the letter dated December 22, 1980 and confirms the understanding reached during Customer system discussions concerning the annual selection of shifts at the northern and southern Customer Inquiry and Accounting Centers.

On an annual basis, the Company shall permit employees, , to reselect shifts. Employees will be given shift selection forms to complete. These forms will be used for shift selection. The selection of shifts will be based on Combined Office seniority. During the annual shift selection and shift configuration meeting between the union and the company any surplus must be declared to the union with all shifts and configuration numbers, prior to the annual shift selection process.

If the manpower requirements for certain shifts are not filled by employees having exercised their options, then assignments to these shifts shall be made, as required, in the inverse order of Combined Office seniority.

Very truly yours,  
R. J. Stickle  
Manager – Industrial Relations  
Customer and Marketing Services

**Notes:** See supplementary letter dated May 1, 1987 concerning the reconfiguration of shifts.

Center Seniority changed to Combined Office Seniority effective 5/1/87.

**No. 17** May 1, 1984  
**CONSOLIDATION OF TWO BARGAINING UNITS**  
(Eliminated, 1996 negotiations.)

**No. 18** May 1, 1987  
**VALIDATED TESTS**

During negotiation of the Agreement (CAMS) between the Company and the Union, effective May 1, 1987, it was agreed that all G369/G370 Meter Readers must satisfactorily pass meter reading tests in order to qualify for the Meter Reader position, with the exception of employees who are:

- 1) Hired before May 1, 1987,
- 2) Downgraded to the Meter Reading position due to incapacity,
- 3) Recalled to the Meter Reader position, or
- 4) Bumped to the Meter Reader position due to a curtailment.

R. N. Turken  
Industrial Relations Manager

**No. 19** May 1, 1987  
**METER READER TRANSPORTATION**  
(Eliminated 2002 negotiations)

**No. 20** May 1, 1987  
**MONTHLY SALARY LISTING OF EMPLOYEES**

This letter confirms notification given to the Union during negotiation of the Agreement (CAMS), effective May 1, 1987.

The Company will provide the Union, on a monthly basis, with a salary listing of employees.

R. N. Turken  
Industrial Relations Manager

**No. 21** May 1, 1987  
**TAPE RECORDERS AT COMPANY-UNION MEETINGS**

This letter confirms notification to the Union during negotiation of the Agreement effective May 1, 1987, of the Company's plans to disallow the use of tape recorders in Company-Union meetings.

Very truly yours,  
R. N. Turken  
Industrial Relations Manager

**No. 22** May 1, 1987  
**RECONFIGURING OF SHIFTS DURING ANNUAL SHIFT SELECTION PROCESS**

This letter supplements the letter dated May 1, 1982, concerning the annual selection of shifts at the northern and southern Customer Inquiry and Accounting Centers.



During negotiation of the Agreement effective May 1, 1987, it was agreed that the selection of shifts will be based on Combined Office seniority.

In addition, it was agreed that the Company may reconfigure shifts during the annual shift selection process. The Company will not reconfigure shifts during the annual shift selection process in the southern Customer Inquiry and Accounting Center until the 1989 annual shift selection.

Very truly yours,  
R. N. Turken  
Industrial Relations Manager

**No. 23**

May 1, 1987

**NO PAY STATUS OF EMPLOYEES ATTENDING OPTIONAL SECOND-STEP MEETINGS**

This letter supplements the letter dated May 11, 1961, concerning "optional" second-step grievance meetings.

During negotiation of the Agreements effective May 1, 1987, it was agreed that local office employees in attendance at such meetings will not be paid by the Company.

Very truly yours,  
R. N. Turken  
Industrial Relations Manager

**No. 24**

May 1, 1987

**HEALTH INSURANCE COVERAGE FOR TEMPORARY EMPLOYEES**

During negotiation of the Agreements effective May 1, 1987, it was agreed that health insurance coverage will not be made available to anyone other than permanent employees. Temporary employees enrolled in coverage before May 1, 1987, may continue that coverage.

Very truly yours,  
R. N. Turken, Industrial Relations Manager  
**Note:** See supplementary letters numbered 57 and 58, dated May 1, 1996.

**No. 25**

May 1, 1989

**COMPANY/UNION HEALTH CARE COST CONTAINMENT COMMITTEE**

During negotiation of the Agreements (CAMS, TELE) effective May 1, 1989, the Company and the Union agreed to establish a Health Care Cost Containment Committee, as follows:

**Purpose**

The purpose of this Committee is to explore ways to control the cost of health care as it relates to health plans in which represented employees participate.

**Committee Responsibilities**

The Committee will review experience and cost containment provision data as they relate to PSE&G plans for represented employees.

The Committee will periodically meet with insurers, administrators and other health care specialists to learn of the current techniques used in containing health care costs and their possible application at PSE&G.

The Committee will review the financial results of each Plan for represented employees to learn how health care dollars are being spent and to explore possible ways to reduce costs.

No actions of this Committee will be binding on either the Company or on Unions representing employees of the Company.

**Committee Members**

The Committee shall consist of the Manager – Industrial Relations, the Industrial Relations Managers, the Benefits Planning Manager and one designated individual from each bargaining unit. If the Union designee is an active

employee, such employee shall be paid for meeting and travel time when meetings are held. Other individuals designated by the Company or by a Union may be asked to participate in discussions from time to time.

Committee Meetings

The Committee shall meet as required and agreed upon by both the Company and the Union participants on the Committee.

Very truly yours,  
R. N. Turken  
Industrial Relations Manager

Addendum from November 18, 2013 Memorandum of Agreement:

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.

**No. 26** May 1, 1989  
**EXTRACTOR EQUIPMENT**  
(Eliminated 2002 negotiations)

**No. 27** May 1, 1989  
**TUITION AID PLAN**  
(Letter eliminated 1996 negotiations, see letter number 59, dated May 1, 1996.)

**No. 28** May 1, 1989  
**TIME OFF FOR PERSONAL REASONS**

During negotiation of the Agreements (CAMS, TELE) effective May 1, 1989, it was agreed that when an employee desires time off for personal reasons, each request will be considered on its merits by management and based on operating conditions.

In all cases time off granted will be without pay.

The above covers absence for personal reasons which are not covered by specific provisions.

*Note:* The letter entitled as above, dated 1945, has been deleted.

Very truly yours,  
R. N. Turken  
Industrial Relations Manager

**No. 29** May 1, 1989  
**RECLASSIFY G371 TO G350** (Eliminated from print in 2023)

**No. 30** May 1, 1989  
**TYPING REQUIREMENTS G350**  
(Eliminated 2011 negotiations)

**No. 31** May 1, 1989  
**RECLASSIFY G369 TO G370** (Eliminated from print in 2023)

**No. 32** May 1, 1992  
**PERFORMANCE APPRAISALS**  
(Eliminated, May 1, 2013 – See Letter “Performance Appraisals” dated 5/1/2013)

**No. 33**

May 1, 1992

**PROCEDURE FOR FILLING VACANCIES IN METER READER, FIELD SERVICE REPRESENTATIVE AND COLLECTION AND CREDIT REPRESENTATIVE POSITIONS AND ANNUAL SHIFT SELECTION**

(Eliminated 2005 negotiations)

**No. 34**

May 1, 1992

**MILEAGE ALLOWANCE**

Effective May 1, 1992, the Company will increase the mileage allowance to the new I.R.S. limit for specifically authorized use of personal automobiles on Company business.

In the event of future increases in the I.R.S. limit, the allowance shall be increased accordingly on the following May 1.

Very truly yours,  
R. N. Turken  
Industrial Relations Manager

Note: During 2002 negotiations, this letter was modified to replace the May 1 date for future adjustments to take effect on January 1 in accordance with I.R.S. guidelines.

**No. 35**

May 1, 1992

**PARKING ALLOWANCE**

(Eliminated 2002 negotiations)

**No. 36**

May 1, 1992

**TRANSFERS – MEAL AND COMMUTING EXPENSE**

(Eliminated 1996 negotiations, see letter number 56.)

**No. 37**

May 1, 1992

**QUALIFICATIONS FOR PROMOTIONS TASK GROUP**

(Eliminated 1996 negotiations, see Article XIV, Section 2.)

**No. 38**

May 1, 1992

**ANNUAL SCHEDULE SELECTION – POSITIONS SUBJECT TO VARIATIONS**

During negotiation of the Agreement (CSMS), effective May 1, 1992, it was agreed that employees in positions subject to variations, as defined in Article VI, Section 2, shall be permitted to reselect schedules on an annual basis in the order of Combined Office Seniority.

It is understood that the Company maintains the right to increase or decrease the number of employees assigned to a schedule at any time, or to revise variations at any time.

Very truly yours,  
R. N. Turken  
Industrial Relations Manager

**No. 39**

May 1, 1992

**SUB-COMMITTEE TO DISCUSS FEASIBILITY OF INCLUDING EMPLOYEES COVERED BY TELEPHONE SERVICES AGREEMENT UNDER CSMS AGREEMENT**

(Eliminated, 1996 negotiations.)

**No. 40**

May 1, 2002

**Modify Letter of Agreement  
FLOATING HOLIDAYS**

During negotiation of the Agreements (CSMS/TELE) effective May 1, 1992, the Company guaranteed that it would not request to convert any additional fixed holidays to floating holidays.

The days listed below represent fixed holidays which were converted to floating holidays during prior negotiations:

Lincoln's Birthday - Floating Holiday  
Columbus Day - Birthday as a Floating Holiday  
Veterans Day - Floating Holiday

Very truly yours,  
William Dwyer  
Industrial Relations Manager

Note: Modified LOA "Floating Holidays" dated 5/1/1992

**No. 41**

May 1, 1992

**REIMBURSEMENT OF PETTY CASH EXPENSES IN EMPLOYEES' PAYCHECKS**

This letter confirms notification given to the Union during negotiation of the Agreements (CSMS,TELE) effective May 1, 1992 of the Company's plans to include reimbursement of all petty cash expenses in employees' paycheck.

Very truly yours,  
R. N. Turken  
Industrial Relations Manager

**No. 42**

May 1, 1992

**METER READING UNIFORMS**

During negotiation of the Agreement (CSMS) effective May 1, 1992, it was agreed that employees who are provided meter reading uniforms will be responsible for cleaning their own uniforms.

For a one year transition period, beginning prior to May 1, 1993 and ending one year later, the Company shall pay each Meter Reader and Group Supervisor – Meter Reading an additional \$2.00 per week and each Collection Representative an additional \$1.00 per week for the cleaning of their own uniforms.

The Company agrees that during the one year transition period, no employee in the above job classifications will be disciplined for failure to properly maintain his or her uniform.

Very truly yours,  
R. N. Turken  
Industrial Relations Manager

*Note:* Letter supplemented by letter number 49, entitled Meter Reading Uniforms (Shorts)

**No. 43**

May 1, 1992

**PROCEDURE TO DECREASE NUMBER OF "OFF-SHIFT" PERSONNEL**

This letter confirms agreement reached during negotiation of the Agreements (CSMS, TELE) effective May 1, 1992.

As agreed, when it is necessary to decrease the number of permanent employees on any shift other than Monday to Friday, 7:30 a.m. to 4:00 p.m., and increase the number of employees on another shift, the following procedure shall be utilized. Employees on the shift being decreased, in the order of Combined Office Seniority, shall be offered the position on the shift being increased. In the event there are no volunteers, the principle of "last in-first out" shall apply in determining which of the employees shall be assigned to the shift being increased.

The above procedure does not apply to employees in the Northern and Southern Inquiry Centers, or to a reduction in workforce in which case Article XIII, Section 5, shall apply.

Very truly yours,  
R. N. Turken  
Industrial Relations Manager

**No. 44**

June 6, 2008

**Modify Letter of Agreement  
FOOTWEAR FOR FIELD PERSONNEL**

This letter supersedes the letter dated May 1, 1992 regarding footwear for field personnel.

The Company will provide slip resistant footwear to all permanent and temporary G370 Meter Readers, G365 Group Supervisors – Meter Reading, G306 Field Service Representatives and G368 Collection Representatives as part of the uniform program. The terms of this agreement are as follows:

- Employees shall pay 10% of the cost. Meter Readers and Group Supervisors – Meter Reading may obtain a maximum of two pairs each year. Field Service Representatives and Collection Representatives may obtain a maximum of one pair each year. An employee may order one additional pair at 10% of the cost by demonstrating to the supervisor that one of the pairs previously obtained has been worn-out.
- All such employees shall wear the shoes or boots as part of the uniform program unless an employee produces documentation which specifically states that he or she cannot wear the shoes or boots for medical reasons. Under such circumstances, the company will pay the employee a maximum of \$125.00 in the case of Meter Readers and Group Supervisors – Meter Reading, or a maximum of \$98.10 in the case of Field Service Representatives and Collection Representatives. This allowance is to be applied toward the purchase of shoes or boots with slip resistant soles that are acceptable to the Company. Under no circumstances shall the wearing of sneakers or other footwear be permitted unless they are of a design that is approved by the Company.
- An employee who through negligence damages the shoes or boots so that they can no longer be worn, or loses them, and does not have another pair of the uniform shoes or boots to wear shall be required to purchase another pair paying the full cost.
- The shoes are intended for business use only and similar to other uniform garments shall not be worn for personal use.

Respectfully,  
William Dwyer  
Manager – Industrial Relations

**Note:** Modified LOA “Footwear for Field Personnel” dated May 1, 1992

**No. 45**

May 1, 1992

**INITIAL STAFFING OF 11:30 A.M. TO 8:00 P.M. SHIFT – G367 COLLECTION AND CREDIT REPRESENTATIVES**

(Eliminated, 2002 negotiations)

**No. 46**

May 1, 1992

**POST SELECTION TESTS**

(Eliminated, 2002 negotiations – See Letter “Pre-Selection Tests” dated 5/1/2002)

**No. 47**

May 1, 1992

**FIELD SERVICE REPRESENTATIVES PHYSICALLY DISCONNECTING ELECTRIC METERS**

During negotiation of the Agreement effective May 1, 1980, as an exception to duty number 13 of the G306 Field Service Representative job specification, it was agreed that such employees would not be required to physically disconnect electric meters.

Confirming the agreement reached during negotiation of the Agreement (Customer Services, Marketing Services) effective May 1, 1992, Field Service Representatives may be assigned to physically disconnect electric meters. They shall be informed on the previous workday of such assignment.

Very truly yours,  
R. N. Turken  
Industrial Relations Manager

**No. 48**  
**ESTABLISHMENT OF V.I.P. SAFETY COMMITTEE**

April 7, 1992

This letter confirms our agreement to establish a statewide Voluntary Involvement and Participation (V.I.P.) group to address safety concerns.

This group shall be established to provide an open forum for employees to express their opinions, ideas and suggestions with regard to matters pertaining to employee safety and the prevention of accidents. In addition, the group will:

- Review possible safety programs for presentation to departmental employees
- Review and analyze safety statistics and
- Make recommendations with regard to its activities

The Committee shall consist of three Union members to be selected by the Union President and three management employees and will meet quarterly. Minutes of the meetings shall be sent to the Union President. Employees participating on the Committee will be eligible for travel and meal expense if a meal is not provided.

Very truly yours,  
R. N. Turken  
Industrial Relations Manager

**No. 49**  
**METER READING UNIFORMS (SHORTS)**

May 1, 1996

During negotiation of the Agreement between the Company and the Union effective May 1, 1996, it was agreed that the Company will provide two (2) pair of shorts for summer use to G370 Meter Readers who express an interest.

Very truly yours,  
Joanne M. Walsh  
Industrial Relations Manager

**No. 50**  
**COMBINED OFFICE SENIORITY – TELEPHONE SERVICES EMPLOYEES**

May 1, 1996

As agreed during negotiation of the Agreement effective May 1, 1996, employees in the Telephone Services Department will begin to accrue Combined Office Seniority effective May 1, 1996.

Very truly yours,  
Joanne M. Walsh  
Industrial Relations Manager

**No. 51**  
**PERFORMANCE INCENTIVES 1997 – 2000**  
(Eliminated 2002 negotiations)

May 1, 1996

**No. 52**  
**Modify Letter of Agreement**  
**METER READER TRANSPORTATION**

May 1, 2005

This letter supersedes letters dated May 1, 1987, May 1, 1996 and May 1, 2002 entitled, "Meter Reader Transportation." During negotiation of the Agreement between the Company and the Union, effective May 1, 2002 it was agreed that 369/370 Meter Readers hired on or after August 31, 1987 must have and maintain, in good operating condition, a motor vehicle for use in performing assigned duties. The employee's personal vehicle must meet all safety and insurance requirements provided for by law.

Meter Readers will not be required to use their personal vehicles on assignments designated by the district as a car assignment.

If the assignment requires the use of a personal vehicle, and the vehicle is under repair because it cannot be driven, a Company vehicle or transportation will be afforded to the Meter Reader for up to five days in any one calendar year.

Permanent 369/370 Meter Readers, hired before August 31, 1987, may use their personal vehicles or use Company transportation to perform assigned duties; on an annual basis if any of these Meter Readers elect to utilize their personal vehicle for an entire year, and job site report, they will receive a \$500 lump sum payment in addition to the mileage reimbursement.

The Company will provide all Meter Readers who use their personal vehicles to perform assigned duties with automobile insurance liability coverage in excess of their personal liability insurance coverage. This additional insurance coverage will protect the employee from claims arising out of accidents occurring during their assigned workday. In addition, Meter Readers will be reimbursed the appropriate mileage expense.

Very truly yours,  
William Dwyer,  
Industrial Relations Manager

*Note:* Modified LOA "Meter Reader Transportation" dated 5/1/2002

**No. 53**  
**Modify Letter of Agreement**  
**PARKING ALLOWANCE**

May 1, 2011

This letter confirms agreement reached during negotiations of the Agreement effective May 1, 2011 and supersedes the letter dated May 1, 1996 entitled, "Parking Allowance."

As agreed, the Company will discontinue payment of the \$5.00 per day parking allowance to Meter Readers in the Newark District Office for each day they use their personal vehicle in the performance of their assigned duties. This agreement will remain in effect for as long as free parking is provided for these employees. In the event that the free parking arrangement is discontinued, the parking allowance will be reinstated.

Sincerely,  
William C. Nash  
Manager – Labor Relations

**No. 54**  
**ASSIGNMENT OF WORK IN COLLECTION DEPARTMENT**

May 1, 1996

This letter confirms agreement reached during negotiations of the Agreement dated May 1, 1996 and modifies the terms of the Letter of Agreement dated December 2, 1991.

The assignment of work in the Collection Department shall no longer be made on the basis of Combined Office Seniority.

Very truly yours,  
Joanne M. Walsh  
Industrial Relations Manager

**No. 55**  
**METER READER STAFFING AND WORKDAY**  
(Eliminated 2023 negotiations)

May 1, 2011

**No. 56**  
**Modify Letter of Agreement**  
**TRANSFERS**

May 1, 2011

This Letter supersedes the Letter dated May 1, 2002, entitled, "Transfers". During negotiation of the Agreement effective May 1, 2011, it was agreed that employees will not be permanently transferred from District to District, Center to District, District to Center, or Center to Center, unless the employee consents to such transfer. In the event

that the employee does not consent to the transfer, he/she shall have the option of bumping in accordance with Article XIII, Section 5, Layoff & Recall, of the Agreement, or being laid off and receiving separation allowance in accordance with the provisions of Article XVII, Section 2, Separation Allowance, of the Agreement.

The above paragraph does not apply to transfers within the District or permanent transfers due to office consolidations, closings, relocations, or temporary transfers out of district due to emergency conditions requiring evacuation, such as a bomb threat, fire, explosion, etc. The Company agrees to promptly discuss the circumstances of such emergency transfers with the Union.

The Company may transfer employees temporarily for the purpose of satisfying business requirements and/or performing work resulting from vacancies. When the Company determines that a transfer is necessary to perform the work of a permanent vacancy, and if the transfer is expected to exceed 60 calendar days immediately following notification, the vacancy shall be posted in accordance with the provisions of Article XIV. Employees who are temporarily transferred under these conditions will not be eligible to receive separation allowance. The Company will seek volunteers first and not require permanent employees to be transferred to work at another location before assigning temporary and part-time employees in accordance with inverse order of combined office seniority. These transfers will be made among the following locations:

- Hackensack: to Harmon Cove
- Harmon Cove: to Newark, Roseland, Hackensack
- Roseland: to Newark, Harmon Cove, Cranford
- Newark: to Roseland, Cranford, Harmon Cove
- Cranford: to Newark, Princeton, Roseland, NIC, CCC
- Princeton\*: to Cranford, East Gate\*, SICBC
- East Gate\*: to Princeton\*, SICBC
- CCC: to Cranford, NIC
- NIC: to CCC, Cranford
- SICBC: to East Gate, Princeton

The Company will limit transfers among permanent employees, on an individual basis, to the above locations to a maximum duration of fifteen days during the course of each calendar year.

\*There will be no transfers between the following locations: Audubon to New Brunswick, New Brunswick to Audubon, Audubon to Trenton, or Trenton to Audubon.

Very truly yours,  
William C. Nash  
Labor Relations Manager

**Note:** Modified LOA "Transfers" dated 5/1/1996  
Additional letters which affect transfers are:

- Relocation of Cranford District Office and Transfer of Harmon Cove Sales and Service Associates – dated June 30, 1999
- Transfer of Accounting Department Employees and Move of Collection and Call Management Operations – dated July 9, 1999
- Employment Status of Full Time Meter Readers Hired on or After May 1, 1996 – dated May 1, 2005

**No. 57**

May 1, 2014

**Modify Letter of Agreement**

**TEMPORARY PART TIME EMPLOYEES HIRED AFTER MAY 1, 1996**

Without either party waiving their respective positions relative to part time temporary employees, this letter confirms discussions held regarding the Company's plans to expand the use of temporary part-time positions, supplements the letter dated June 9, 1978 entitled, "Creation of 8 Temporary Part-Time G350 General Clerk Positions CPPC", and supersedes the letter dated May 1, 1987 entitled, "Health Insurance Coverage for Temporary Employees."



Temporary part time employees are defined as employees with no set work schedule who may be scheduled to work up to a maximum of 29 hours per week. These employees are required to join the Utility Workers Union of America Local 601.

Temporary part time employees shall be paid at the appropriate wage rate commensurate with their positions, as provided for in Exhibit "A1" of the Agreement. In addition, such employees shall be entitled to the following benefits:

- State plan illness benefits.
- Holiday pay if employees work the day before and the day after the holiday.
- Employees will be paid the overtime rate of one and one-half times all hours worked in excess of the 8 hour basic workday or 40 hour basic workweek.
- Employees will qualify for wage progression increases following the completion of 1,044 hours worked.

The following conditions shall also apply:

- The schedule for part time employees shall not be restricted to five days and may include Saturday and Sunday.
- There will be no predetermined work schedule.
- Employees will be upgraded to a higher classification only after all full time employees have been asked.
- Employees will be assigned to work overtime only after all full time employees have been asked.
- Employees will be entitled to a fifteen-minute break for every four hours worked on any particular work day.
- Employees may be transferred to any Customer Services location as the conditions of work require.
- Employees will be considered only for vacancies in accordance with Article XIV.
- Once employees are called into work, they will work at least three hours on that day, except for the Collection Call Center where the minimum hours allowed will be lowered to two at the end of the workday.

The use of ratios to determine the maximum number of part-time employees, excluding meter readers, will be eliminated. Rather, the following fixed maximum will be used:

- 90 part-timers combined in Northern and Southern Inquiry
- 30 part-timers in Inbound

District Offices, Customer Billing Centers, and Customer Payment Processing Centers are not included in the maximums listed above.

It is further understood that the Company will not curtail any full time employees for the purpose of replacing them with part time employees. In the event of a curtailment, no full time employee (excluding full-time peaking temporary positions) will be curtailed before part time employees.

Sincerely,  
William C. Nash  
Manager – Labor Relations

Note: Modified LOA "Temporary Part Time Employees Hired After May 1, 1996" dated 5/1/2002 and 5/1/2005

**No. 58**  
**FULL TIME TEMPORARY METER READERS**

May 1, 1996

Without either party waiving their respective positions relative to temporary employees, this letter confirms discussions held regarding the Company's plans to expand the use of temporary positions. All Meter Readers hired after May 1, 1996 will be hired as temporary employees and shall be subject to the terms and conditions as follows:

Pay is commensurate with Exhibit "A1".

State plan illness benefits.

Holiday pay if employees work the day before and the day after the holiday.

Employees will be paid the overtime rate of one and one-half times for all hours worked in excess of the 8 hour basic workday or the 40 hour basic work week.

After two years of service these employees will achieve "Permanent Special Designation" status.

As such, they will be eligible for health care benefits at the same contribution rates in effect for other permanent employees and will not be eligible for other benefits available to permanent employees. It is understood that in the event of transfer, layoff or curtailment, these "Permanent Special Designation" employees will not be eligible for separation allowance.

The following conditions shall also apply:

Employees will be upgraded to a higher classification only after all full time permanent employees have been asked.

Employees will be assigned to work overtime only after all full time permanent employees have been asked.

Employees will be entitled to lunches and breaks as administered to permanent employees.

It is further agreed that Meter Readers hired on or after May 1, 1996 shall be subject to temporary transfers prior to permanent employees, between the following Districts as the conditions of work require:

<b>From:</b>	<b>To:</b>
Hackensack	Harmon Cove
Harmon Cove	Newark, Roseland, Hackensack
Roseland	Newark, Harmon Cove, Cranford,
Newark	Roseland, Cranford, Harmon Cove
Cranford	Newark, Princeton, Roseland
Princeton	Cranford, East Gate
East Gate	Princeton

In the event of curtailment, temporary Meter Readers will be laid off before permanent Meter Readers.

Very truly yours,  
Joanne M. Walsh  
Industrial Relations Manager

**No. 59**  
**TUITION AID PLAN**

May 1, 1996

During negotiation of the Agreement between the parties, effective May 1, 1996, it was agreed to make the following modifications to the Tuition Aid Plan as it applies to employees taking approved courses.

Employees pursuing undergraduate degrees 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.

The procedure of reimbursing undergraduates at 90% for an “A”, 80% for a “B”, and 70% for a “C”, will thereby be eliminated.

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%.

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

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

In addition, employees enrolled in approved training of a vocational nature will be reimbursed at the 80% rate, if passed. The Company will designate eligible training institutions and the criteria for eligibility for such vocational training.

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

Very truly yours,  
Joanne M. Walsh  
Industrial Relations Manager

**No. 60**

May 1, 1996

**EMPLOYEE PAYBACK OF TRANSITION ADVANCES**

During negotiation of the Agreement, effective May 1, 1996, it was agreed that the Company would discontinue recovering transition advances from U.C.A. represented employees who leave the Company on or after May 1, 1996. The foregoing applies to employees hired prior to July 1, 1984.

Very truly yours,  
Joanne M. Walsh  
Industrial Relations Manager

**No. 61**

May 1, 2011

**Modify Letter of Agreement**

**REMOTE REPORTING FOR TRAINING AND MEETINGS**

This Letter supersedes the Letter dated entitled, “Remote Reporting for Training.” During negotiation of the Agreement between the Company and the Union effective May 1, 2011, it was agreed that the Company may assign employees to remote report for training or meetings. It is understood that the training or meeting may be provided at Company or non-Company locations such as hotels, conference centers and facilities of other companies. When assigned to remote report for training or a meeting, employees will be allowed 30 minutes of travel at the beginning and end of the day. The provisions do not apply to facilities outside the state of New Jersey or more than 10 miles outside PSE&G service territory.

The applicable I.R.S. rate will be paid for remote reporting to all locations and will be calculated from the normal reporting location. Highway tolls will be reimbursed upon presentation of a receipt. Parking fees, where Company facilities are not available, will be reimbursed upon presentation of a receipt. Circumstance where complete receipts are not available will be reviewed by local management for acceptance provided adequate explanation.

Sincerely,  
William C. Nash  
Manager – Labor Relations

**Note:** Modified LOA “Remote Reporting for Training” dated 5/1/1996.

**No. 62**

May 1, 2005

**JOB SECURITY**

The Company does not foresee the need to layoff employees during the term of this Agreement. However, if a curtailment becomes necessary, the Company will meet with the Union to discuss ways to minimize the effect on employees. One such way may be to conduct career assessments.

William Dwyer  
Industrial Relations Manager

**No. 63**

May 1, 2002

**SHIFT SELECTION IN THE CUSTOMER PAYMENT PROCESSING CENTER**

During negotiation of the Agreement effective May 1, 2002, it was agreed that the employees assigned to the CPPC shall be permitted to reselect schedules on an annual basis based on Combined Office Seniority. One shift selection for 2002 will be offered prior to June 30, 2002. Those employees in permanent positions on the date of the signing of this agreement shall not be required to change their current shift until the 2003 annual shift selection.

Very truly yours,  
William Dwyer  
Industrial Relations Manager

**No. 64**

May 1, 2002

**SHIFT SELECTION IN THE CREDIT AND COLLECTION CENTER**

This letter establishes the procedure for shift selection within the Credit and Collection Center.

During negotiation of the Agreement effective May 1, 2002, it was agreed that the employees assigned to the CCC shall be permitted to reselect schedules on an annual basis based on Combined Office Seniority. One additional shift selection for 2002 may be offered prior to June 30, 2002 to employees who did not have the opportunity for shift selection in January 2002. The offer will be for additional positions on an earlier shift. Those employees in permanent positions on the date of the signing of this agreement shall not be required to change their current shift for the duration of this agreement provided that they do not opt for a change in shifts.

Very truly yours,  
William Dwyer  
Industrial Relations Manager

**No. 65**

May 1, 2002

**FLOATER POSITIONS IN INQUIRY**  
(Eliminated 2011 Negotiations)

**No. 66**

April 1, 2017

**PRE-SELECTION TESTING**

This letter supersedes all prior letters of agreement pertaining to post selection tests.

Pre- Selection Testing will apply to all employees hired after May 1, 2002 who bid on the following positions:

- 302 Marketing Assistant
- 307 Customer Service Center Service Representative
- 308 Service Representative
- 308i Bilingual Service Representative
- 309 Customer Assistance Representative
- 309i Bilingual Customer Assistance Representative
- 346 Internet Inquiry Representative
- 349 Clean Energy Future Agent
- 367 Collection and Credit Representative
- 367A Inbound Collection and Credit Representative
- 367C Credit and Collection Assistance Representative
- 367Ci Credit and Collection Assistance Representative – Bilingual
- 368 Collection Representative
- 368M Collector/Meter Reader
- 344 Demolition Process Inquiry Representative

Employees required to take a Pre-Selection Test must pass the test to be able to bid on one of the positions above.

Pre-Selection Testing will be administered on a quarterly basis, outside normal business hours and will be taken on the employee's personal time. Employees who do not pass the test can retake the test as often as the test is offered.

Respectfully,  
Ferdinand J. DiVuolo  
Labor Relations Manager

**No. 67**  
**READING OF WATER METERS** (Eliminated from print 2023)

May 1, 2002

**No. 68**  
**USE OF TWO WAY COMMUNICATION DEVICES**

May 1, 2002

In an effort to assist with the safety of employees and service to customers, field employees will be required to utilize two-way communication devices, provided by the Company. It is not the primary intent of the Company to use two-way communication devices for disciplinary purposes. Management will not make assignments that are abusive in terms of time or distance. Disagreements are subject to the grievance procedure.

As with all company equipment, employees assigned a two-way communication device shall be expected to exercise reasonable care in safeguarding the devices.

Very truly yours,  
William Dwyer  
Industrial Relations Manager

**No. 69**  
**Modify Letter of Agreement**  
**BILINGUAL POSITIONS**

May 1, 2011

This letter supersedes the Agreement letter by the same name dated May 1, 2002, where it was agreed to create new job specifications to reflect changing customer demographics. Establishment of these nomenclatures will enable us to better serve our customers. The following nomenclatures will be included for Bilingual positions:

306 Field Service Representative (Harmon Cove District Office)  
333 Cashier (Perth Amboy CSC)  
336 Teller  
307 Customer Service Center Representative

As of May 1, 2011, it is understood that the Company will not exceed a staffing level of Bilingual positions under the following guidelines:

- 306 Field Service Representatives:
  - Up to one 306i Bilingual Field Service Representative – Harmon Cove District Office only, as long as there are two English speaking 306 Field Service Representative positions staffed.
- 333 Cashiers:
  - Up to one 333i Bilingual Cashier – Perth Amboy CSC only.

- 336 Tellers:
  - In the North Hudson CSC where there is an English speaking 336 Teller, the Company may have up to two 336i Bilingual Tellers.
  - At any other location where there is an English speaking 336 Teller, the Company may have up to one 336i Bilingual Teller.
- 307 CSC Service Representatives:

307	307i Maximum		Total	
	CSC	No. Hudson	CSC	No. Hudson
1	0	0	1	0
2	1	2	3	4
3	1	2	4	5
4	1	2	5	6
5 or more	2	3	7 or more	8 or more

Notes for the above table:

- In the event a reduction of 307 staffing occurs within a CSC location, the Company will not be required to backfill the 307 vacancy or reduce the 307i staffing level.
- Accordingly, the Company will not backfill 307i vacancies or add 307i positions in locations where the 307 thresholds identified above are not met.

Employees bidding into these positions who have not performed language interpreting assignments, or who have performed language interpreting for less than 1044 hours, will continue to be required to demonstrate proficiency in the posted language with the passing of a pre-selection test.

Employees bidding into these positions who have performed language interpreting assignments for 1044 hours or more will no longer be required to demonstrate proficiency in the posted language with passing of a pre-selection test.

Sincerely,  
 William C. Nash  
 Manager – Labor Relations

May 1, 2002

**No. 70**  
**JOB SPECIFICATIONS**  
**April 1, 2005**

(Eliminated 2005 negotiations with merging wage chart, all Job Specifications are considered to have the ability to training included in them)

May 1, 2002

**No. 71**  
**CHANGE IN VESTING REQUIREMENT – SAVINGS PLAN**

During negotiation of the Agreement effective May 1, 2002, it was agreed to change the vesting requirement on the Company’s contribution to the Savings Plan from five years to immediate.

Very truly yours,  
 William Dwyer  
 Industrial Relations Manager

April 30, 2018

**No. 72**  
**REESTABLISHMENT OF PERMANENT 368M COLLECTOR/METER READER POSITION**

In an effort to create a core group of collection/meter reading positions, the Company and the Union agree to reestablish into the Collective Bargaining Agreement the 368M Collector/Meter Reader position.

**Staffing/Work Assignment Periods**

Effective January 2016, the Company will post the positions in accordance with Article XIV, SEC. 2, Qualifications for Promotion. Employees selected to fill the permanent 368M position will not be permitted to bid on subsequent seasonal 368M postings. The number of positions filled will be incorporated into the minimum permanent meter

reading staffing level which has been established as being equal to the average daily number of meter reading assignments plus five percent.

Generally, it is expected that from March 1 through October 31, the 368M Collector/Meter Reader will be assigned primarily collection work and from November 1 through the end of February they will read meters. However, the Company still maintains the right to direct the working forces pursuant to Article II, Sec. 1 of the Collective Bargaining Agreement. The 368M will remain in the same location whether performing collection activity or meter reading work. It is understood that weather conditions and unforeseen staffing needs will require flexibility in work assignments. When this occurs, employees will be notified as soon as practicable and the local Union will be informed.

### **Wages**

All new permanent 368M postings made on or after the effective date of this agreement will be paid at the salary grade 8 wage scale that has been established for the 368MS 'seasonal' position. Any new permanent 368M designated as a Grade 8 during the 2014 and 2015 collection seasons will be paid that same 368MS grade 8 wage scale. Any new permanent 368M designated as a Grade 9 during the 2014 and 2015 collection seasons will be paid at the "New Scale" which is established as a grade level 9. That "New Scale" is between the salary grade 8 'seasonal' 368MS and the existing salary grade 9 of the 368 Collection Representative.

### **Work Zones/Transfers**

To provide flexibility when performing collection activity, there will be unlimited transfer of the 368Ms within the designated zones below during the collection period only:

- Zone 1: Hackensack, Harmon Cove and Newark
- Zone 2: Hackensack and Roseland
- Zone 3: Roseland, Newark and Cranford
- Zone 4: Princeton and Cranford
- Zone 5: Princeton to/from Burlington, Burlington to/from Audubon

Movement within a designated zone, when performing collection activity, is not subject to the provisions of Letter #56 - Transfers.

### **Overtime**

For purposes of overtime assignments, the 368Ms will be in the Field Collection Department. When performing collection activity, overtime in the Field Collection Department will be offered to the 368 first, then the 368M, then among qualified and available employees in that department. When performing meter reading work, overtime in the Meter Reading Department will be offered in accordance with Article VI, SEC. 7, then among the 368Ms, and finally among qualified 368 Collection Representatives. The 368Ms will be required to work mandatory Saturday overtime in the Meter Reading Department in association with the observance of the Martin Luther King holiday.

### **Vacation**

The 368Ms will select vacation in the Field Collection Department in the order of Company Service in accordance with Article IX, SEC 5. Vacation selections that fall during the timeframe in which they are assigned to the Meter Reading department will be integrated with the vacation selection schedules of that department in order of seniority.

- Example: As a first vacation selection, a 368M selects a week in November. That selection will be combined with the vacation selections in the meter reading department in order of seniority.

The 368M position will not be required to select the week of July 4<sup>th</sup> or the last 4 workdays of the year as vacation. Vacation complement for the week of July 4<sup>th</sup> will be calculated as part of the complement established for the Normal Vacation Period for which that week falls. Vacation complement for the last 4 workdays of the year will fall within the calculation established by Meter Reading and not impact the Field Collection's vacation complement for that week.

### **Meter Reading Assignments**

Permanent 368Ms will have the right to bid any unassigned meter reading "Set of Books" available for selection based on their combined office seniority within the Meter Reader classification. While on assignment to the Field Collection Department, their books will be assigned temporarily within Meter Reading. Upon the 368M's return to the Meter Reading Department, they will resume working their "Set of Books" if one was selected.

### **Uniforms/PPE**

The established uniform allowance for the 368 Field Collector and the 370 Meter Reader will be provided to the permanent 368M Collector/Meter Reader. The established shoe allowance for the 370 Meter Reader will be provided to the 368Ms. The Company will provide an adequate storage area for the 368Ms to maintain uniforms, Personal Protective Equipment, and tools needed to flex between assignments.

### **QFP**

Applicants for the 368M position must have a minimum of one and one-half years' Customer Operations experience, of which a minimum of one years' experience must have been as a Meter Reader. Employees that fail to qualify in the position, or that request to return to their former position, will be locked out for 3 years from the date of removal from the job.

Should a permanent 368 Collector position be posted, employees in the permanent 368M Collector/Meter Reader position will not be locked in and will be allowed to bid.

### **Extreme Weather**

The Company will continue to follow Article VI, Sec. 10 and Letter No. 105 relating to the performance of work during extreme weather conditions. 368Ms will be added to Group 1 in Letter of Agreement 105.

Eric Martinez  
Labor Relations Manager  
\*Letter modified in 2018

**No. 73** Eliminated from print in 2023

### **No. 74**

May 1, 2005

### **EMPLOYMENT STATUS OF FULL TIME METER READERS HIRED ON OR AFTER MAY 1, 1996**

This letter confirms our Agreement regarding employment status for meter readers hired on or after May 1, 1996, and modifies the prior Agreements on this subject dated April 24, 2000 and May 1, 2002.

Meter Readers holding a meter reading position on May 1, 2002 who have less than six (6) months of service shall have their employment status converted from temporary to permanent. Meter Readers hired subsequent to that date shall be hired as permanent employees. The foregoing shall not apply to meter readers hired to fill a temporary vacancy.

After May 1, 2006, Meter Readers hired prior to May 1, 2005 will not be subject to the 15-day transfer provision in Letter 56 – Transfers.

Employees entering Meter Reading positions after May 1, 2005 may be permanently transferred once, during their first year in the position, between District locations (as defined on May 1, 2005) which have contiguous territory borders, for the purpose of satisfying business requirements without regard for Letter 56 – Transfers. At the completion of one year in the position these employees will be subject to the 15-day transfer provision in Letter 56 – Transfers.

In the event that a significant reduction in the work force becomes necessary the provision of the letter entitled, "Employment Status of Meter Readers Hired on or After May 1, 1996" dated April 24, 2000 addressed under, "Employees, New to the Company, Hired Into Meter Reading Positions On or After May 1, 2000" shall apply. The Company will not hire temporary employees after laying off permanent employees.

The provisions of Article XIII, Section 5 shall apply to those laid off employees before the Company will re-enact the April 24, 2000 letter.

The above provisions do not apply to temporary replacements.

Very truly yours,  
William Dwyer  
Industrial Relations Manager



**No. 75**

May 1, 2002

**MODIFICATION TO 308 SERVICE REPRESENTATIVE PROGRESSION STEPS**

(Eliminated 2005 negotiations)

**No. 76**

May 1, 2002

**MODIFICATION TO 367A CREDIT AND COLLECTION REPRESENTATIVE PROGRESSION STEPS**

(Eliminated 2005 negotiations)

**No. 77**

May 1, 2002

**MODIFICATIONS TO QUALIFICATIONS FOR PROMOTION**

Note: The Interview Process in Qualifications for Promotions will be eliminated as of May 1, 2006 (See the QFP Rater's Guide).

**No. 78**

May 1, 2017

**PRESCRIPTION DRUG PROGRAM**

(Modified 2016 negotiations; See Letter 113)

**No. 79**

May 1, 2005

**WORK HOURS FOR EMPLOYEES WORKING IN THE CUSTOMER ACCOUNTS CENTERS PRIOR TO MAY 1, 2002**

During negotiation of the Agreement effective May 1, 2002, it was agreed that those permanent full time employees currently in positions in the Customer Accounts Department on May 1, 2005 shall not be required to work on shifts that extend beyond 4:15 p.m. The Company also agrees, that should it become necessary to staff the 4:30 shift a Senior Bookkeeper position will be filled to assume the responsibilities necessary in overseeing duties of the late shift employees. It was further agreed that daytime positions will not be reduced as a result of the second shift.

Very truly yours,  
William Dwyer  
Industrial Relations Manager

**No. 80**

May 1, 2005

**WORK HOURS FOR EMPLOYEES WORKING IN THE CUSTOMER BILLING CENTERS WHO ARE ON EARLY SHIFTS DURING THE PILOT PROGRAM**

(Eliminated 2011 negotiations)

**No. 81**

September 25, 2003

**WAGE CHANGE AND STATEMENT OF PROGRESSION POLICY**

As agreed, the following provisions and points of clarification shall apply in the administration of the wage chart and Statement of Progression Policy.

The steps of progression in the 309, 320 and 367B positions shown as shaded on the attached spreadsheet will be eliminated and the column entitled "total months to maximum" shall be revised as illustrated. Any employee currently at one of the progression steps to be eliminated shall move up to the next higher step with no change to the timing of their progression.

In the case of promotion to a position with a higher top pay step, the rate of pay for the new position shall be the rate in progression which is at least fifty (50) cents higher than the employee's current rate of pay. If the next higher step is the applicable top pay step and is less than fifty (50) cents, the employee shall receive the applicable top pay step. The provisions of this paragraph shall be applied to promotions retroactive to May 1, 2002 and progression credit will be adjusted accordingly.

In the case of upgrading for employees hired prior to May 22, 1996, the rate of pay shall be the rate in progression which is at least fifty (50) cents higher than the employee's current rate of pay. If the next higher step is the applicable top pay step and is less than fifty (50) cents, the employee shall receive the applicable top pay step. The provisions of this paragraph shall become effective fifteen (15) calendar days from the signing of this letter.

In the case of an employee moving to a position through the posting and bidding process with the same top pay step, the rate of pay for the new position shall be the rate in progression equal to the step received prior to being placed in the new position.

In the case of a permanent employee who has completed six months in their trial period in their current position and is moving to a position with a lower top pay step through the posting and bidding process, the rate of pay for the new position shall be the rate in progression higher than the step received prior to being placed in the new position. If the employee has not completed six months in their trial period, the new pay rate will be based on the pay received in the position they held prior to their current permanent position.

Respectfully,  
William Dwyer  
Industrial Relations Manager

**No. 82**  
**EXPLORE POSSIBLE MODIFICATIONS TO UPGRADING**

May 1, 2005

During negotiations of the 2005 Agreement, the Company and Union have agreed to meet in an effort to explore possible modifications to upgrading.

Very truly yours,  
William Dwyer  
Industrial Relations Manager

**No. 83**  
**CREATION OF A SUB-TEAM TO REVIEW RATES FOR CERTAIN POSITIONS**  
(Eliminated)

May 1, 2005

**No. 84**  
**ADJUNCT INSTRUCTORS**

May 1, 2011

During negotiations of the Agreement between the parties, effective May 1, 2011, it was agreed to the assignment of UWUA represented employees to perform the duties of an Adjunct Instructor.

When management determines that the use of an Adjunct Instructor is appropriate, an interest posting shall be used to seek qualified candidates from within the bargaining unit who are willing to perform this work. The Adjunct Instructor assignment will be offered on a volunteer basis from the list of employees within the particular department who possess the basic qualifications necessary to perform the assignment. If the training to be conducted is to be on a statewide basis, the adjunct training assignment shall be posted statewide. If it is local, only a local posting will take place. Management will select the Adjunct Instructor based upon current needs from the list of those that respond to the interest posting. The employee selected may be returned to their field location for normal work on an as needed basis.

Prior to making the selection, the matter will be discussed with the Union as follows:

- Statewide Posting: The Company and Union Executive Board will meet to identify the five (5) most qualified candidates. From those five, management will determine who will receive the assignment. Where more than five adjuncts are needed, more than five will be identified.
- Local Posting: Local Management and the Local Union Council will meet to identify the three (3) most qualified candidates. From those three, management will determine who will receive the assignment. Where more than three adjuncts are needed, more than three will be identified.

During statewide or local posting discussions the following information will be provided to the Union:

- The list of qualified employees who responded to the interest posting
- Potential of required schedule conflicts
- Overtime that may be associated with the assignment

An employee who is selected to work as an Adjunct Instructor will attend an orientation session. Within twenty four (24) hours after completion of the orientation session the employee may request that they be released from the assignment. Upon acceptance of an Adjunct Instructor assignment, it is anticipated that the employee will complete that assignment. Should an employee be removed, voluntarily or involuntarily, they will no longer be considered for future assignments as an Adjunct Instructor with the exception of employees who become unavailable due to illness.

Job responsibilities will include assisting in developing course material, presenting material, testing employees, collecting feedback from employees and updating training records.

While performing the Adjunct Instructor assignment, the employee shall receive compensation at a rate equivalent to ten percent (10%) per hour above the top step of their regular job classification for time worked as an Adjunct Instructor but for no less than one hour. If an employee is a temporary position of a higher classification within the same department as their permanent position, then the compensation rate will be ten percent (10%) per hour above the top step of their current temporary job classification.

Travel time and expense will be provided in accordance with the Collective Bargaining Agreement; specifically Letter of Agreement dated May 1, 2011 entitled, "Remote Reporting for Training and Meetings". Overtime will be paid in accordance with the Collective Bargaining Agreement.

The parties agree that only the provisions that are specifically addressed in this letter will be modified and do not intend for the provisions of this agreement to modify any other terms or conditions of the Collective Bargaining Agreement or to constitute a past practice. In addition, it is agreed that at the request of either party issues that arise will be discussed in an effort to resolve.

Employees selected as Adjunct Instructor that assume a different position prior to the initial start date of training will be replaced.

Sincerely,  
William C. Nash  
Manager – Labor Relations

May 1, 2011

**No. 85**  
**VEBA FUND**

During negotiations of the Agreement between the parties, effective May 1, 2011, it was agreed to increase company VEBA contributions for Benefits 2000 employees.

Effective January 1, 2012, company VEBA contributions will increase to \$400 annually for Benefits 2000 employees. Effective January 1, 2013, company VEBA contributions will increase to \$500 annually for Benefits 2000 employees

Sincerely,  
William C. Nash  
Manager – Labor Relations

August 1, 2019

**No. 86**  
**NEWARK DISTRICT PARKING AGREEMENT**

The parties have reached the following agreement regarding parking reimbursement defined below for Newark District employees. This agreement applies to represented employees assigned to the Newark District Office including the 391 Telephone Operators.

This agreement does not apply to the Newark District 370 Meter Readers and does not modify the Letter of Agreement dated May 1, 2005 entitled, "Meter Reader Transportation."

An eligible employee as defined in the first paragraph above who reports to work at the Newark District Office location and who provides a receipt from a local parking facility will be compensated up to \$10.00 for each day that the parking expense is incurred. If the receipt is for less than \$10.00, the employee shall receive the amount indicated on the receipt.

This agreement shall become effective on August 5, 2019.

Respectfully,  
Elsa Kupratis  
Manager – Labor Relations

**No. 87**

May 1, 2011

**PERMANENT STAFFING LEVELS AND CONTRACTING OF WORK**

For the duration of this Agreement, the Company will maintain the following minimum permanent staffing levels exclusive of permanent 370-Meter Readers and 372-MAMR Operators:

- May 1, 2011 – April 30, 2012 – 719 permanent employees
- May 1, 2012 – April 30, 2013 – 704 permanent employees
- May 1, 2013 – April 30, 2014 – 689 permanent employees

The Company may contract work where it does not result in the layoff of employees or directly cause the downgrading, with reduction in pay, of the employees who customarily perform the work. Before initiating any new service agreement for contract labor, the Company will undertake an analysis to determine the reasonableness of doing so, consistent with economical and efficient operation. If a decision is made to consider initiating a new service agreement for contract labor, the Company will provide to the Union notice of such consideration within a reasonable time of the Company's submission of any request for proposal for contract labor. Within a reasonable time prior to the Company's established date for making a final decision on whether to contract the work at issue, the Union will then be afforded the opportunity to submit to the Company a written competitive proposal that addresses cost, productivity, and quality. The Company's final selection regarding whether to use a contractor or the Union is not subject to the grievance and arbitration procedures in this Agreement.

The parties agree to work together to perform Customer Operations functions in the most efficient and effective manner in an effort to minimize the need to contract work. A joint Company-Executive Board team will be put together that will develop a fair process cost comparison method that will be utilized in comparing the economics of similar work performed by employees and contractors.

Sincerely,  
William C. Nash  
Manager – Labor Relations

**No. 88**

May 1, 2011

**ANNUAL DISCUSSION – RULES, REGULATIONS, STANDARDS OF CONDUCT AND STANDARDS OF INTEGRITY**

During negotiations of the Agreement effective May 1, 2011, it was agreed that the Company will conduct employee meetings during the months of August through October to present the Customer Operations' Rules, Regulations and Standards of Conduct and the Standards of Integrity. Employees will print and sign-off acknowledging their attendance at the meeting. The Company will review and discuss all training materials and documents with the Union Executive Board.

Sincerely,  
William C. Nash, Manager – Labor Relations

**No. 89**

May 1, 2011

**ALTERNATIVE WORK HOURS - CUSTOMER BILLING DEPARTMENT (NCBC)/ SICBC BILLING ANNUAL SHIFT SELECTION**

This letter confirms our agreement regarding alternative work schedules applicable to certain employees assigned to the Customer Billing Department at NCBC.

Any employee currently assigned to the 7:45 a.m. to 4:15 p.m. shift may continue to work those hours and be considered grand-fathered.

Only permanent full time employees in nomenclatures 324, 354, 323, 320, 319, 318, 317 are eligible for consideration to work the following work schedules:

<b>Basic Workweek</b>	<b>Workday</b>
Mon, Tues, Wed, Thurs, Fri	6:00 a.m. to 2:30 p.m.*
Mon, Tues, Wed, Thurs, Fri	7:00 a.m. to 3:30 p.m.
Mon, Tues, Wed, Thurs, Fri	7:45 a.m. to 4:15 p.m.
Mon, Tues, Wed, Thurs, Fri	4:30 p.m. to 1:00 a.m.

\* Shift Premium does not apply.

At NCBC, where there are more than six employees in a nomenclature, there will be a minimum of two employees on each of the three shifts. Once the minimum number of employees has been reached for each shift, the remaining employees shall be permitted to choose among the 6:00 a.m. to 2:30 p.m., 7:00 a.m. to 3:30 p.m., and 7:45 a.m. to 4:15 p.m. shifts. When there are not enough volunteers to cover the shift minimums, additional employees will be selected to staff the shifts based on inverse order of Combined Office Seniority.

In staffing the currently vacant 4:30 p.m. to 1:00 a.m. shift, no employee on the occupied shifts in the Billing department at the time the staffing occurs, will be required to occupy that shift unless it occurs through the posting process. No employee will be forced off their selected shift obtained through a posting. In addition, as provided for in the Collective Bargaining Agreement, should it become necessary to staff the 4:30 shift, a Senior Bookkeeper position will be filled to assume the responsibilities necessary in overseeing the duties of the late shift employees. Further, daytime positions will not be reduced as a result of the second shift.

At each location where there are six (6) or less employees in a nomenclature, the following shall apply:

<u>Total # in Group:</u>	<u>Maximum # of employees</u>		5	2	2
	<u>6:00am</u>	<u>7:00am</u>			
6	3	2			
4	2	1			
3	1	1			
2	Depending on Operating Conditions				
1	Depending on Operating Conditions				

Employees entering permanent positions within the Customer Billing Department after the signing of this letter will be assigned to the last open position after selection for schedules based on Combined Office Seniority by nomenclature takes place. Temporary, summer and part-time positions are not included in the total for calculating the compliment required and have no impact on the minimum numbers. Employees holding temporary and summer positions will be assigned to the 7:45 a.m. to 4:15 p.m. shift. Part-time employees will be assigned hours between 7:45 a.m. to 4:15 p.m.

During the months of July and August additional full time employees assigned to the Customer Billing Department will be permitted to work the alternative hours based on operating conditions as determined by Management.

Full time employees assigned to the Customer Billing Department will be given preference over employees filling temporary additional summer positions relative to alternative work hours.

\* The provisions of the Agreement regarding temporary part time employees shall continue to apply.

**SICBC BILLING ANNUAL SHIFT SELECTION**

The daily hours of work in the Southern Inquiry and Customer Billing Center shall be from 6:00 a.m. to 4:15 p.m. with the following shifts:

<b>Basic Workweek</b>	<b>Workday</b>
Mon, Tues, Wed, Thurs, Fri	6:00 a.m. to 2:30 p.m.*
Mon, Tues, Wed, Thurs, Fri	7:00 a.m. to 3:30 p.m.
Mon, Tues, Wed, Thurs, Fri	7:45 a.m. to 4:15 p.m.

\* Shift Premium does not apply.

Separate shift selections will be conducted in the month of January for the following employees in accordance with letter of Agreement titled "Annual Shift Selection":

- 324 Bookkeeping Clerk
- 354 Typist-Clerk
- 323 Bookkeeper
- 320 Special Bookkeeper
- 319 Special Bookkeeper C
- 318 Special Bookkeeper B
- 317 Senior Bookkeeper

At SICBC beginning January 1, 2012 and annually each January thereafter, where there are more than six (6) full time, permanent employees in a nomenclature, there will be a minimum of two (2) full time, permanent employees from that nomenclature on the 7:45 a.m. to 4:15 p.m. shift. Employees will be selected first on a voluntary basis but where fewer than two (2) employees volunteer for the 7:45 a.m. to 4:15 p.m. shift, additional employees shall be selected to work the 7:45 a.m. to 4:15 p.m. shift in inverse order of combined office seniority. Once the minimum number of employees has been reached, the remaining employees shall be permitted to choose among the 6:00 a.m. to 2:30 p.m., 7:00 a.m. to 3:30 p.m., and 7:45 a.m. to 4:15 p.m. shifts.

At each location where there are six (6) or less employees in a nomenclature, the following shall apply:

<u>Total # in Group:</u>	<u>Maximum # of employees:</u>		6	3	2
	<u>6:00am</u>	<u>7:00am</u>			
5	2	2			
4	2	1			
3	1	1			
2	Depending on Operating Conditions				
1	Depending on Operating Conditions				

Employees entering permanent positions within the Customer Billing Department after the signing of this letter will be assigned to the open posting after selection for schedules based on the Annual Shift Selection and normal bumping by nomenclature takes place. Temporary, summer and part-time positions are not included in the total for calculating the compliment required and have no impact on the minimum numbers required on the 7:45 a.m. to 4:15 p.m. shift. Employees holding temporary and summer positions will be assigned to the 7:45 a.m. to 4:15 p.m. shift. Part-time employees will be assigned hours between 7:45 a.m. to 4:15 p.m.

During the months of July and August additional full time employees assigned to the Customer Billing Department will be permitted to work the alternative hours based on operating conditions as determined by Management.

Full time employees assigned to the Customer Billing Department will be given preference over employees filling temporary additional summer positions relative to alternative work hours.

\* The provisions of the Agreement regarding temporary part time employees shall continue to apply.

Respectfully,  
William C. Nash  
Manager – Labor Relations

**No. 90**  
**FUTURE RETIREE PRESCRIPTION PLAN**

May 1, 2011

Effective August 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 availability, 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 August 1, 2011:

- Retail
  - Generic - 15%; \$50 maximum
  - Brand Formulary – 15%; \$50 maximum
  - Brand Non-Formulary – 20%; \$75 maximum
- Mail Order (three month supply)
  - Generic - 15%; \$100 maximum
  - Brand Formulary – 15%; \$100 maximum
  - Brand Non-Formulary – 20%; \$150 maximum

Effective January 1, 2012:

- Retail
  - Generic - 15%; \$50 maximum
  - Brand Formulary – 15%; \$50 maximum
  - Brand Non-Formulary – 25%; \$75 maximum
- Mail Order (three month supply)
  - Generic - 15%; \$100 maximum
  - Brand Formulary – 15%; \$100 maximum
  - Brand Non-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 initially contract 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
  - Brand Non-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
  - Brand Non-Formulary – 30%; \$150 maximum

Sincerely,  
William C. Nash  
Manager - Labor Relations

**No. 91**  
**REDUCTION IN 401K COMPANY MATCH** (Eliminated from print 2023)

May 1, 2011

**No. 92**  
**FEDERAL AND STATE FMLA GUIDELINES**

May 1, 2011

In accordance with Federal requirements, employees who have been employed by the Company for at least 12 months and have worked at least 1,250 hours in the prior 12 month period are eligible for up to 12 work weeks of leave in a rolling 12-month period in accordance with the Family and Medical Leave Act (FMLA) for a qualifying reason and provided notice and documentation are provided in accordance with the law. In accordance with New Jersey requirements, employees who have been employed by the Company for at least 12 months and have worked at least 1,000 hours in the prior 12 month period are eligible for up to 12 work weeks of leave in a rolling 24-month period in accordance with the New Jersey Family Leave Act (NJFLA) for a qualifying reason and provided notice and documentation are provided in accordance with the law.

Sincerely,

William C. Nash  
Manager – Labor Relations

May 1, 2011

**No. 93**  
**GLOBAL POSITIONING SATELLITE SYSTEM (GPS)**

The key business reasons for implementing Global Positioning Satellite System (GPS) include employee and physical asset safety and security, and the efficient deployment of resources. By engaging GPS, the Company will be able to enhance customer service. In addition, the system will help ensure the safety and security of our employees in the field.

It is not the intent of the Company to utilize GPS as an employee monitoring device. GPS information or data will not be utilized in any way for disciplinary or investigatory purposes except in the event there is a complaint about an employee made to the Company. If a complaint is made to the Company concerning an employee which causes the Company to initiate an investigation, disciplinary or otherwise, or institute disciplinary action, the Company will provide the Union with a copy of the complaint prior to initiating the aforementioned investigation or disciplinary action, whichever is sooner.

Sincerely,  
William C. Nash, Manager – Labor Relations

May 1, 2011

**No. 94**  
**PAST PRACTICES & LOCAL AGREEMENTS**

During negotiation of the Agreement effective May 1, 2011, both parties agreed to incorporate select Past Practices and Local Agreements.

General: All Locations

- Upgrading and Overtime will be assigned to qualified employees in accordance with the provisions of Article VI, Section 7
- Annual Vacation selection will be conducted in accordance with Article IX

Field Locations

- Company vehicle assignment will be selected by COS\*, as a vehicle becomes available
- The selection of meter reading assignments and open assignments will be selected by COS\*

Billing

- Seat assignments within work groups will be selected by COS\*, as seating becomes available

Call Centers (Inquiry, Inbound, Outbound)

- Annual break selection will be selected by COS\*
- Parking pass assignment will be selected by COS\*
- Bumping for shift vacancy will be selected by COS\*
- Seat assignments within Teams will be selected by COS\*, as seating becomes available

Customer Service Centers

- Seat assignment will be selected by COS\*, as seating becomes available

CPPC

- Annual break selection will be selected by COS\*

\*COS refers to Combined Office Seniority throughout entire document.

Sincerely,  
William C. Nash  
Manager – Labor Relations



**No. 95**

**IMPLEMENTATION OF KIOSKS IN THE CASHIER DEPARTMENT**

(Eliminated from print 2023)

May 1, 2011

**No. 96**

**NJ TRANSIT LOCAL 601 MEMBERS** (Eliminated from print 2023)

May 1, 2011

**No. 97**

**MARKETING ASSISTANT UPGRADING**

May 1, 2011

During negotiations of the Agreement between the parties, effective May 1, 2011, it was agreed 302 Marketing Assistants can be upgraded to perform job duties performed by Service Consultants. Nothing in this Agreement precludes the Service Consultants from performing this work.

While performing this upgrade work, the 302 Marketing Assistant shall receive compensation at a rate equivalent to ten percent (10%) per hour above the top step of their regular job classification for time worked performing Service Consultant job duties but for no less than one hour.

Sincerely,  
William C. Nash  
Manager - Labor Relations

**No. 98**

**CONVERSION OF TEMPORARY EMPLOYEES TO PERMANENT STATUS**

May 1, 2011

The Company will convert temporary employees currently on the property (excluding temporary backfills for 368M positions) to permanent employment status upon each individual's attainment of two years of service.

Employees temporarily upgraded to 368M positions shall be extended in their current positions until November 18, 2011. Effective November 18, 2011, 368M upgrades shall return to their permanent meter reading positions. Temporary Meter Readers currently backfilling meter reading vacancies created by 368M upgrades shall be extended as full time peaking temporaries. The ongoing employment of the aforementioned meter readers remaining in this classification will be reevaluated by the Company during September of 2012.

The Company will have the ability to staff entry level full time temporary positions going forward. Conversion to permanent status for future full time temporary hires will occur upon individual attainment of two years of service. Full time temporary peaking employees will be hired for periods of known duration and released with recall rights at the conclusion of the posted duration of their position.

The impact of the ongoing staffing of temporary positions on the job posting process is detailed by the following:

**Types of Temporary Classifications**

- Full Time Temporary – Ongoing entry level full time temporary position with future conversion to permanent status upon attainment of two years of full time service.
- Full Time Peaking Temporary – Full time temporary position for a known duration with a defined end date within 370 Meter Reader and 367A Credit and Collection Representative (least desirable shift) job classifications.
  - No predetermined conversion to permanent status but continued recall rights in Combined Office Seniority order.
  - If a full time peaking temporary employee is offered a position at their previous reporting location and the employee declines they will be removed from the recall list.
  - If a full time peaking temporary employee is offered a position at a location other than their previous reporting location and the employee declines they will remain on the recall list.
  - All full time peaking temporary employees will be afforded the opportunity to submit interest forms to the QFB database.
  - All 367A full time peaking temporary employees may be offered if available, at the discretion of the Company's, the ability to assume a temporary part time position at the end of their assignment.

- o Part Time Employees

### **Filling of Vacancies – Types of Postings**

- 1) Full Time Permanent
- 2) Full Time Temporary to Permanent
  - a) Permanent to Permanent – If the successful applicant is a permanent employee the position will be filled permanent.
  - b) Full Time Temporary to Full Time Temporary - If the successful applicant is a full time temporary employee the position will be filled temporary and the individual will convert to permanent status upon the attainment of two years of full time service.
  - c) Temporary Part Time to Temporary Full Time – If the successful applicant is a temporary part time employee the position will be filled temporary and the individual will convert to permanent status upon the attainment of two years of full time service.
  - d) Full Time Peaking Temporary to Temporary Full Time – If the successful applicant is a peaking full time temporary employee the position will be filled temporary and the individual will convert to permanent status upon the attainment of two years of full time service in a non-peaking position.
  - e) Recall Full Time Peaking Temporary to Full Time Temporary – If the successful applicant is a full time peaking temporary employee the position will be filled temporary and the individual will convert to permanent status upon the attainment of two years of full time service in a non-peaking position.
- 3) Full Time “Temp Additional”
  - a) Permanent to Permanent – If the successful applicant is a permanent employee the employee will maintain permanent status while filling the position on a temporary basis.
  - b) Full Time Temporary to Full Time Temporary - If the successful applicant is a full time temporary employee the position will be filled temporary and the individual will convert to permanent status upon the attainment of two years of full time service.
- 4) Full Time Peaking Temporary – Full time temporary position for a known duration with a defined end date within 370 Meter Reader and 367A job classifications.
  - a) Recall Peaking Temp
  - b) External Temp Hire

Sincerely,  
William C. Nash  
Manager – Labor Relations

### **No. 99**

May 1, 2011

### **CONSOLIDATION OF BOOKKEEPING NOMENCLATURES AND INCREASE TO SENIOR BOOKKEEPER MAXIMUM PAY**

#### Consolidation of Nomenclatures

Effective May 1, 2011, the job specifications and wage progressions of the 318 Special Bookkeeper - B and the 320 Special Bookkeeper - A will be consolidated.

The consolidated nomenclature will be entitled 319 Special Bookkeeper – C.

Employees within the Special Bookkeeper – B job nomenclature at the time of the consolidation will be grandfathered within the existing Special Bookkeeper – B wage progression. Employees within the Special Bookkeeper – A nomenclature at the time of the conversion will migrate to the next highest step of the consolidated Special Bookkeeper – C wage progression.

The consolidated 319 Special Bookkeeper - C job specification (see attached) will be applicable to employees within the above nomenclatures effective May 1, 2011.

#### Senior Bookkeeper Pay Progression

Effective May 1, 2011, the maximum step of the 317 Senior Bookkeeper wage progression will be increased \$0.75 from \$33.50 to \$34.25.

Respectfully,  
William C. Nash  
Manager – Labor Relations

October 24, 2017

**No. 100**  
**CREATION OF 308T JOB CLASSIFICATION**

This letter supersedes the letter dated October 14, 2015.

In an effort to provide for peak staffing within the Customer Service Centers, the 308-T Service Representative nomenclature will be established in Northern and Southern Inquiry Centers. “308-T” positions at the Northern Inquiry Center may be filled up to eight (16) positions. “308-T” positions at the Southern Inquiry Center may be filled up to four (8) positions. When a vacancy has occurred in the 308-T Service Representative position, a “308-T” will be posted and filled as outlined in Article XIV, Promotions and Transfers. The default shift for 308-T Service Representative position will be: 8:00 a.m. - 4:30 p.m.

The 308-T Service Representative position will be paid at the 308 Service Representative scale. When utilized at a CSC location, 308-T Service Representatives will be paid an additional \$1.00 per hour and will be entitled to travel expenses above and beyond their normal commute in accordance with Article VII Sec.2. Travel time to and from the assigned location does not apply. A weekly schedule of assignments will be provided, however, may be modified based on operating conditions.

308-T CSC Assignments for Northern Inquiry will be as follows:

- Six 308-T Service Representatives:
  - West Orange CSC
  - Newark CSC
  - Elizabeth CSC
- Six 308-T Service Representatives:
  - Paterson CSC
  - Hackensack CSC
  - Passaic CSC
  - Bayonne CSC
  - Hoboken CSC
  - Jersey City CSC
  - North Hudson CSC
- Four 308-T Service Representatives:
  - Plainfield CSC
  - Perth Amboy CSC

308-T CSC Assignments for Southern Inquiry will be as follows:

- Four 308-T Service Representatives:
  - New Brunswick CSC
  - Trenton CSC
- Four 308-T Service Representatives:
  - Burlington CSC
  - Camden CSC

On a voluntary basis, 308Ts may work in a different zone provided there is no staffing need in their designated zone and the zone to which the 308T is being assigned has been exhausted. A 308 will not be assigned to any zone until all 308Ts have been utilized, including volunteers.

Respectfully,  
Eric Martinez  
Manager – Labor Relations

May 1, 2011

**No. 101**  
**ADDITIONAL DUTIES – 308 AND 346 JOB CLASSIFICATIONS**

During negotiation of the Agreement effective May 1, 2011, additional job duties were added to the job specifications for the 308 Service Representatives and 346 Internet Inquiry Representatives in the Inquiry Call Centers. The additional duties relate to supporting for web transactions and Small Business Calls, inclusive but not limited to Cap and Trans Inquiries. Effective May 1, 2011, the minimum and maximum wage steps have been adjusted. The Job Specifications and Wage Chart below have been updated to reflect the changes.

Respectfully,  
William C. Nash  
Manager – Labor Relations

**No. 102**  
**ADDITIONAL DUTIES – 307/307i JOB CLASSIFICATIONS**

May 1, 2011

During negotiation of the Agreement effective May 1, 2011, additional job duties were added to the job specifications for the 307 and 307i Customer Service Representatives in the Customer Service Centers. The additional duties relate to support for new payment technologies at the Centers and assistance to customers. Effective January 1, 2012, an additional progression step, has been added to the wage progression.

**No. 103**  
**TEMPORARY EMPLOYEE HEALTH BENEFITS – PATIENT PROTECTION AND AFFORDABLE CARE ACT (PPACA)**  
(Modified 2014 Negotiations)

May 1, 2014

A HDHP plan will be offered as 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, 2015. Temporary employees will not be eligible for the annual employer contribution or the annual wellness contributions. 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 and annual wellness contributions referenced above.

**No. 104**  
**TIME OFF: PERSONAL VEHICLE DAMAGE WHILE PARKED AT 750 WALNUT AVENUE, CRANFORD** (Eliminated from print 2023)

September 8, 2006

**No. 105**  
**Modified 2013 Negotiations**  
**CUSTOMER OPERATIONS FIELD SUPPORT DURING EXTREME WEATHER CONDITIONS**

November 18, 2013

The Union Executive Board and management will convene a teleconference prior to invoking the terms of this letter to discuss storm plans unless a catastrophic event cannot be forecasted. In that case, the parties will convene a conference call as soon as possible. Points of contact will be identified during this call.

This letter only applies when the conditions outlined in Article VI, Sec. 10 paragraph 3 exist. It is understood that the concepts contained herein will not be construed to apply when such conditions do not exist and does not redefine the district concept or the transfer provisions outlined in the CBA.

Customer Operations shall be divided into three regions (North, Central, South) to provide storm support to Electric's four divisions including headquarters and sub-headquarters (Palisades, Metro, Central, Southern). Note: Newark district can support both Palisades/Metro and Central divisions.

In the event either the North or South Regions are exhausted, the Central Region shall be called upon next. If the Central Region is exhausted, the North Region shall be called upon in even years (e.g. 2012, 2014, etc.) and the Southern Region shall be called upon in odd years (e.g. 2013, 2015, etc.). The year will be determined by the date of the initial teleconference to discuss the event. If the secondary feeder group is exhausted, the third region will be utilized.

Employees will report to a Company location before being dispatched to their first assignment or staging area in the field in accordance with the list below and will return to that location at the end of their assignment. The Company will make every effort to assign Company vehicles. In the event that a marked company vehicle is not assigned, a

dashboard placard will be provided. Before being dispatched employees will receive the appropriate safety reminders, tail board instruction and/or personal protection equipment. Look-up assignments shall be completed in pairs; one employee will drive the vehicle while the other employee looks up. The preference is to have one look-up qualified associate partnered with someone that has not been look-up qualified.

Employees will be compensated from the time they arrive at the Company location until the time they return to the Company location. Mileage incurred through the use of a personal vehicle in the course of duties associated with these assignments will be reimbursed in accordance with the Collective Bargaining Agreement. Employees required to report to a location other than their normal reporting location will be paid mileage expense from their normal reporting location to the location where they are required to report.

**Customer Operations Regions      Electric Divisions**

<b>North</b>	<b>Palisades/Metro</b>
Hackensack (district)	Secaucus
Roseland (district)	Hackensack
Newark (district)	Clifton
Harmon Cove (district)	Irvington
<b>Central</b>	<b>Central</b>
Cranford (district)	Somerset
New Brunswick (location)	Elizabeth
Newark (district)	
<b>South</b>	<b>Southern</b>
East Gate (district)	Moorestown
Trenton (location)	Lawrenceville
	Belmawr

The hierarchy by combined office seniority will be:

**Group 1:** Sr. Field Collectors, Collection Support Representatives, Field Collectors and Field Service Representatives, Collector/Meter Reader

**Group 2:** Sr. Meter Readers, MAMR Operators, and Meter Readers

In cases where the initial assignment is to guard down wires (standby work), bird-dogging and/or drive technicians to their dispatched work, the Company will call out from the two groups listed above beginning with Group 1, and attempt to obtain volunteers on a 50/50 mix from these two groups. In the event you are not able to obtain 50% of the number needed from Group 1, the balance will be obtained if possible from Group 2.

Example: A total of 10 employees are needed to perform standby work. A 50% mix would be 5 employees from Group 1 and 5 employees from Group 2. If there are only 3 volunteers from Group 1, the balance of 7 employees should be called upon from Group 2 if possible.

In cases where the initial assignment is to perform look-up work, only Group 1 will be called upon with the exception of those from Group 2 who are trained and qualified.

Storm support training will be offered annually. Training will be conducted by MAST or adjuncts (initial look-up, bird dogging, guarding downed wires). A list of qualified employees within each region will be maintained and provided to Union leadership annually during storm discussions.

- For Group 1, training includes Storm Safety and Look-up Training.
- For Group 2, training includes Storm Safety.
- Designated Customer Operations MAST points of contact will communicate directly with Union chairpersons or designees to provide status updates concerning storm support. The Union will appoint a contact person and back-up, and will maintain an overtime list for this purpose.
- Meal provisions per the CBA apply.

- Safety equipment and clothing shall be provided (vests, flashlights, tape, etc.).
- When the provisions of this letter are being utilized, the transfer provisions per LOA 56 shall not apply to field employees

Respectfully,  
 William Dwyer  
 Manager-Labor Relations

November 18, 2013

**No. 106**

**Modified 2013 Negotiations**

**NIC AND SICBC INQUIRY DEPARTMENT SUPPORT & RECOVERY EFFORTS: EXTREME WEATHER CONDITIONS**

This letter only applies when the conditions outlined in Article VI, Sec. 10 paragraph 3 exist (this includes post storm work activity until call volume returns to normal levels). It is understood that the concepts contained herein will not be construed to apply when such conditions do not exist. This letter does not redefine the district concept or the transfer provisions outlined in the CBA.

The following provisions confirm our mutual agreement and intent to utilize qualified employees from other departments as well as from other reporting locations to assist the Inquiry Department during extreme weather conditions. This agreement applies to scheduled and unscheduled overtime assignments, with an anticipated duration of a minimum of four hours, within the Inquiry Departments at the Northern Inquiry Center (NIC) and the Southern Inquiry and Customer Billing Center (SICBC). The Company and Union have developed this assignment based upon our mutual objective and intent to reduce to the extent possible forcing overtime and to provide best-in-class service to our customers through a fully engaged work force.

During and in the aftermath of extreme weather conditions, when the Inquiry Department has anticipated overtime assignments with a duration of four hours or more, the overtime assignments will be offered to interested qualified employees assigned to other reporting locations after all qualified employees within the Inquiry Departments, then from other departments within the buildings located at 20 Commerce Drive, Cranford and 410 Route 130, Bordentown, have been provided an opportunity to work the overtime. This includes 308 Service Representatives being provided the opportunity to work the overtime before or after their scheduled shift, as scheduled by management, as well as those who have pre-registered their interest to work overtime on their first and second regularly scheduled days off (“RDO”). In order for an employee to qualify to work voluntary overtime on their second RDO, they must first work a minimum of four hours of scheduled overtime on their first RDO if available and offered. The foregoing shall apply to 305 Senior Service Representatives, 308 Service Representatives, 308T Service Representatives, 308i Bilingual Service Representative, and 346 Internet Inquiry Representatives, as well as employees in other job classifications including those from outside departments and those with different normal reporting locations. Offer and acceptance of overtime assignments of this nature will not diminish the number of days the Company may transfer employees for straight time assignments as defined in Letter of Agreement “Transfers” in the Collective Bargaining Agreement.

In order to qualify, an employee must hold one of the following positions on a permanent basis at the time of the assignment:

- 302 Marketing Assistant
- 303 Senior Customer Service Center Service Representative
- 307 Customer Service Center Service Representative
- 307i Customer Service Center Service Representative
- 309 Customer Assistance Representative
- 309H Service Representative (at-home-agent)
- 317 Senior Bookkeeper
- 318 Special Bookkeeper – B
- 320 Special Bookkeeper
- 323 Bookkeeper
- 344 Demolition Process Inquiry Representative
- 349 Clean Energy Future Agent
- 362 Senior Credit and Collection Representative
- 367 Special Credit and Collection Representative

- 367A Credit and Collection Representative
- 367C Credit and Collection Assistance Representative
- 367Ci Credit and Collection Assistance Representative

In addition, those who held a 305 Sr. Service Representative, 308 Service Representative, or a 346 Internet Inquiry Representative position after January 1, 2010 for at least six months, will be considered as qualified<sup>1</sup> regardless of their current job classification within the UWUA Local 601 bargaining unit.

A list of qualified employees from other departments will be provided by the Management of the sending location to the Management in the Inquiry Department and the local council of NIC and SICBC. Only those whose names are on the list will be deemed to be qualified to assist. The list will be updated annually before the time of storm policy discussions and during the storm policy discussions the list of employees will be reviewed at each sending location to ensure that all individuals are qualified. An employee will be considered to be qualified if they have received SAP training and have access to perform work in the following areas: gas and electric emergencies, trouble orders, no heat, no A/C, and appliance service related calls. Employees will be trained and pre-scheduled refresher training will be provided as required.

When employees with normal reporting locations other than 20 Commerce Drive, Cranford, 410 Route 130, Bordentown and 750 Walnut Avenue, Cranford are brought in to assist, the following shall apply:

- A minimum of four hours overtime will be worked inclusive of one-half hour travel time and one paid fifteen minute break.
- These employees may be scheduled, at the option of management, to assist the Inquiry Department during their normally scheduled work hours. Hours worked beyond eight, if offered, will be at the employee's option.
- Employees that work sixteen consecutive hours will be entitled to five 15-minute breaks in addition to their 30 minute lunch period. Break schedules will be discussed with the Local Union for employees who work more than eight and less than sixteen consecutive hours.
- An employee will not be forced to work more than sixteen consecutive hours under the provisions of this agreement.
- In the event that employees from other locations report to the Centers to work scheduled overtime, employees permanently assigned to the NIC and SICBC Centers working overtime during that period will be provided the opportunity to work overtime hours equal to or greater than the hours worked by the employees from other reporting locations.
- Upgrading will continue to be administered per the Collective Bargaining Agreement.
- Meal allowance will be provided in accordance with the provisions of Article VII, Section 3 of the Collective Bargaining Agreement.
- Round trip mileage expense will be paid from the employee's normal reporting location to the Center to which they report. The distance in miles will be calculated using the most direct driving route in Map Quest at the I.R.S. rate to avoid any misunderstandings or disagreements.
- Eligible employees that do not permanently work at 20 Commerce Drive, Cranford, 410 Route 130, Bordentown, and 750 Walnut Avenue, Cranford may be required to report to the Edison Training and Development Center or other contingency locations.
- Employees permanently assigned to at 20 Commerce Drive, Cranford, 410 Route 130, Bordentown, and 750 Walnut Avenue, Cranford will not be required to report to an alternate location with the exception of a Senior Service Representative that will be selected on the basis of combined office seniority.

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<sup>1</sup> This excludes any employee who held one of the referenced positions for more than six months but subsequently failed to qualify for that position during a probationary or trial period.

- A MAST associate will also be assigned to the ETDC or other contingency location.

The parties agree to review and discuss the provisions of this agreement at the request of either party in an attempt to resolve any issues in good faith. Any changes must be mutually agreed upon, in writing, by the parties.

It is understood that the provisions of this agreement shall not be construed to imply any other rights or agreements between the parties have been modified.

Respectfully,  
William Dwyer  
Manager – Labor Relations

**No. 107**  
**PERFORMANCE APPRAISALS**

May 1, 2013

This letter supersedes the letters dated May 1, 1980, and May 1, 1992. Effective May 1, 2013, employees will be provided with a copy of their completed Performance Appraisal Form.

Very truly yours,  
William Dwyer  
Manager – Labor Relations

**No. 108**  
**PENSION CALCULATION**

May 1, 2011

(MODIFIED 2011 NEGOTIATIONS)

**APPLIES TO EMPLOYEES HIRED PRIOR TO JANUARY 1, 1997**

During negotiations of the Agreement between the parties, effective January 1, 2012, it was agreed that the definition of pensionable earnings will be changed to include a cap on overtime earnings at ten percent of base pay.

**No. 109**  
**FORMER UWUA LOCAL 601 MEMBERS RETURNING TO THE COMPANY**

April 15, 2015

The parties have reached the following agreement regarding former UWUA Local 601 members who return to the Company in either a temporary or a permanent position.

Wage Rate:

Employees returning to the same position they held when they left the Company, will be paid at a wage rate that is at least equal to the wage rate, not the step in progression, they were earning at the time they left the Company.

Example: In June of 2011, an employee working as a meter reader earning \$15.545 an hour at step 5 in progression resigned from the Company. Three years later, June of 2014, that employee returns to the Company as a temporary or permanent meter reader. The employee would return at a wage rate of \$15.723, step 4 in progression.

Employees returning to a different position, but held that position previously, will be given credit towards progression based on the time they held the position.

Example: Employee was a Meter Reader when he left the Company. Employee is rehired as a 308 Service Representative position; a position he held in the past for 18 months. The employee may start at step 3 of the progression scale of the 308 Service Representative.

Employees returning to a position not previously held will receive the starting wage rate of that position.

Probationary Period:



Employees whose time away from Local 601 has been 3 years or less will be subject to a probationary period of 1044 hours. Employees whose time away from Local 601 has been greater than 3 years will be subject to a probationary period of 2088 hours.

**Vacations and Seniority:**

Vacation accrual will continue to be administered per Article IX-Vacations of the Collective Bargaining Agreement (CBA). Seniority will continue to be administered pursuant to Article XIII-Seniority of the CBA and established Company practices.

The parties agree that the above provisions do not revise or modify the terms and conditions in any other section of the Collective Bargaining Agreement.

Ferdinand J. DiVuolo  
Labor Relations Manager

**No. 110**

October 28, 2013

**DRUG AND ALCOHOL TESTING REQUIRED BY THE PIPELINE AND HAZARDOUS MATERIAL SAFETY ADMINISTRATION**

**General**

As per our discussions, Federal pipeline and hazardous material safety regulations require drug and alcohol testing of employees in certain job classifications. Accordingly, the Company has established an Anti-Drug and Alcohol Program to promote a safe drug and alcohol-free work environment for the protection of employees, customers, and the public. The following is an outline of the Program's requirements and is not intended to be all inclusive.

Effective August 19, 2013, the aforementioned requirements apply to all employees in the following job classifications:

- 308 Service Representative
- 308T Service Representative
- 308i Bilingual Service Representative
- 309 Customer Assistance Representative
- 368 Collection Representative
- 368M Collector/Meter Reader
- 370 Meter Reader

The above referenced employees will be subject to testing for drugs and alcohol as provided for under Federal pipeline and hazardous material safety regulations, with Pipeline and Hazardous Material Safety Administration (PHMSA) oversight. Such testing includes: (a) post-accident, random, reasonable cause, return-to-duty, and follow-up drug testing, as well as drug testing pursuant to a three-year letter discussed below; and (b) post-accident, reasonable suspicion, return-to-duty, and follow-up alcohol testing, as well as alcohol testing pursuant to a three-year letter discussed below. Employees will not be subject to random alcohol testing.

Employees undergoing testing will be required to sign the appropriate forms and will be instructed of the testing procedure by the collector. Employees who refuse to sign the required forms will not be permitted to return to work, and will be subject to disciplinary action up to and including discharge in accordance with the Positive Discipline Policy.

Any employee who refuses to submit to any testing referenced in this letter will not be permitted to return to work, and will be subject to discharge in accordance with the Positive Discipline Policy.

In cases where the Substance Abuse Professional (S.A.P.) determines that rehabilitation is required before returning to work, employees will present themselves to the designated available rehabilitation facility as soon as possible after the S.A.P.'s notification and disability benefits eligibility will begin on the employee's first regularly scheduled workday while attending an approved rehabilitation facility. Employees who do not enter rehabilitation within ten workdays will be discharged. Should the scheduled date of entry be delayed by the Company or rehabilitation facility, disability benefits eligibility will begin on the originally scheduled date.

Employees who fail to comply with all of the S.A.P.'s recommendations or do not satisfactorily complete rehabilitation will be discharged in accordance with the Positive Discipline Policy.

Employees who successfully complete a rehabilitation program shall be directed by the S.A.P. for return-to-duty testing and evaluation.

A copy of the test results of those employees who test positive will be given to the Union provided an appropriate release is signed by the employee authorizing the Company to provide such test results to the President of UWUA Local 601 or his/her designee.

A Union representative will be allowed to accompany an employee for drug and alcohol testing only when so requested by the employee, and only under the circumstances listed in this paragraph. In most cases, a meeting will be held with the employee and a Union representative to inform the employee of the requirement to undergo drug and alcohol testing. If the employee requests to be accompanied by a Union representative, normally the representative attending this meeting will be used. An effort should be made to use an available Union representative at the location, rather than one in the field, to limit inconvenience and lost time. Requests for a Union representative to accompany an employee shall be honored for all drug and alcohol testing referenced in this letter with the exception of random drug testing. Any Union representative who accompanies an employee to a drug or alcohol test pursuant to this paragraph will be permitted to do so up to the waiting room. The Union representative will not be permitted to accompany the employee during the administration of the test. If an employee denies Union representation, management will inform the highest ranking Union representative at that location of the denial.

#### Alcohol Specific Requirements

1. The possession of alcoholic beverages or medications containing alcohol during working hours or on Company property is prohibited and will result in disciplinary action up to and including discharge in accordance with the Positive Discipline Policy.
2. The following constitute prohibited acts which will subject the employee to disciplinary action, up to and including discharge: (a) use of alcohol (including medications containing alcohol) within four (4) hours of reporting for duty, (b) use of alcohol (including medications containing alcohol) at any time during the workday including breaks, meal periods, or (c) use of alcohol (including medications containing alcohol) within eight (8) hours following an accident, when the PHMSA requires the employee be tested for alcohol.
3. Employees who are found to have a blood alcohol content (BAC) below 0.02 are considered to have a negative test. Employees who are found to have a BAC of 0.02 or greater will be considered positive for alcohol and be subject to the following actions.
4. Test Results Between 0.02 and 0.039 BAC  
In a first positive test, the employee will be informed of the result, removed from safety-sensitive work, sent home without pay, and not permitted to return to work for a minimum period of twenty-four (24) hours following the test. An advisory letter will be issued informing the employee of the consequences of a positive alcohol test during the following three (3) year period. In the case of any subsequent positive test of 0.02 BAC or above during the three (3) year period, the employee will be required to report to the Substance Abuse Professional (S.A.P.) for evaluation/counseling to determine whether rehabilitation is required. Those employees will be informed that they are subject to a return-to-duty review by the Medical Review Officer (MRO) or S.A.P. which includes drug and alcohol testing following any period of absence resulting from alcohol misuse. In addition, upon their return these employees will be informed that they are subject to testing at any time during the following three (3) years. A positive test on the return-to-duty review or during the period of the three year letter following their return-to-duty, will result in the actions shown on the attached flow chart.
5. Test Results Between 0.04 and 0.099 BAC  
In a first positive test, the employee will be informed of the result, removed from safety-sensitive work, sent home without pay, required to see a S.A.P., and follow all recommendations. He/she will not be permitted to return to work for a minimum period of twenty-four (24) hours following the test and must be retested prior to returning to work. Such employees will be issued a three-year letter advising them that they

will be required to undergo testing at any time during the following three (3) year period. Any subsequent positive test of 0.02 BAC or above during the period of the three-year letter will result in the actions shown on the attached flow chart.

6. Test Results of 0.10 BAC or Greater

In a first positive test of 0.10 or greater the employee will be informed of the result, removed from safety-sensitive work, sent home without pay, required to see a S.A.P., and follow all recommendations. He/she will not be permitted to return to work for a minimum period of twenty-four (24) hours following the test and must be retested prior to returning to work. Such employees will be issued a three-year letter advising them that they will be required to undergo testing at any time during the following three (3) year period. Any subsequent positive test of 0.02 BAC or above during the period of the three-year letter will result in the actions shown on the attached flow chart.

Drug Specific Requirements

Employees found to have drugs in their system will be suspended immediately and be subject to retesting as follows:

1. Marijuana - Testing for marijuana will incorporate an enzyme immunoassay (EIA) or radioimmunoassay (RIA) screen with a 50 ng/ml cut off level and a confirming chromatography/mass spectrometry (GC/MS) with a 15 ng/ml cut off level. Retesting may be done any time at an employee's option but no later than 14 days after the suspension. A final test will be taken no later than 21 days after the suspension in those cases when the employee continues to test positive. If this final test is positive, the employee will be discharged unless the confirming (GC/MS) analysis reveals a continuing decline of metabolite such that in the opinion of the MRO there has been no reuse; if so, the employee will continue on suspension and continue weekly tests as long as the metabolite is declining and until the results of the EIA/RIA are negative (less than 50 ng/ml). If at any time during the testing period the results of the GC/MS show an increased level of metabolite, indicating drug reuse, the employee will be discharged.
2. Cocaine, Opiates, Phencyclidine, Amphetamines - If the initial urinalysis tests positive for any of these drugs, as provided by the threshold set forth in the Federal regulations, the employee will be suspended and given a second test ten working days after the date of the suspension, or earlier at the employee's option. If the results of the second urinalysis for any of these drugs are positive, the employee will be discharged.
3. All Drugs - Employees who become enrolled in a rehabilitation program involving confinement in a medical facility approved by the MRO, will be permitted to participate in such rehabilitation without retesting as described above.
4. Employees who refuse to sign the Chain-of-Custody form, or who refuse to submit to drug tests when so ordered, or who submit a false specimen, will be subject to discharge.
5. Medical Review Officer - The MRO, as specified in Title 49 CFR Part 199.15, will prescribe appropriate, required rehabilitation programs and determine if and when employees may be returned to work under this Anti-Drug Program.
6. The established Employee Assistance Program (EAP) is available to any employee who needs help with a drug problem. Employees who voluntarily consult with EAP before the Company acts to determine whether a drug problem exists, will be dealt in confidence subject to the requirements of the DOT "Anti- Drug Program" Rule. In cases where the Company acts first, employees who test positive for drugs will be required to contact the MRO and follow his instructions. Under these circumstances, the test results will become a matter of record as required by law or governmental regulation and be available to those responsible for taking action with the employee.
7. In cases where the SAP determines that rehabilitation is required before returning to work, employees will present themselves to the designated available rehabilitation facility within ten workdays after the MRO's notification, and disability benefits eligibility will begin on the employee's first regularly scheduled workday while attending rehabilitation. If employees do not enter the rehabilitation on or before the tenth workday following the date of suspension, they will be discharged. Should the scheduled date of entry be delayed by the Company or rehabilitation facility, disability benefits eligibility will begin on the originally scheduled date.

The Company and the Union agree to meet at the request of either party to review and discuss the provisions of this agreement. This letter represents certain requirements to be followed for drug and alcohol testing, with the PHMSA regulations providing the ultimate authority. The Company will review with the Union prior to implementation: (a) planned changes to terms of this letter which the PHMSA regulations do not cover; or (b) changes which Federal or State law require.

Ferdinand J. DiVuolo  
Labor Relations Manager

Notes: Letter modified during 2023 negotiations to include 308i.

**No. 111**

April 15, 2015

**DRUG AND ALCOHOL TESTING REQUIRED BY THE PIPELINE AND HAZARDOUS MATERIAL SAFETY ADMINISTRATION – ADDEDUM**

On October 28, 2013, the Company and the Union agreed to drug and alcohol testing required by the Pipeline and Hazardous Material Safety Administration. Since that date, the Company and Union have agreed to the following revisions.

1. Additional job classifications will begin pre-access testing in accordance with the Department of Transportation's Federal Pipeline and Hazardous Material Safety Regulations. These job classifications are as follows:  
  
305 Senior Service Representative  
306 Field Service Representative  
306i Bilingual Field Service Representative  
363 Senior Field Collection Representative  
364 Collection Support Representative  
365 Senior Meter Reader  
372 MAMR Operator
2. Tampering with a sample or specimen in connection with a drug or alcohol test (e.g., using another person's sample, diluting a sample with water, etc.), or otherwise evading a drug or alcohol test, is a dischargeable offense.

However, nothing herein prevents the Union from grieving or arbitrating a discharge involving this offense.

Ferdinand J. DiVuolo  
Labor Relations Manager

**No. 112**

**EMPLOYEE BENEFITS**

**May 1, 2014**

Upon ratification of the May 1, 2014 Memorandum of Agreement, the health care benefits for employees will continue for the term of the extension with the following changes:

Effective January 1, 2014, the Company will provide, at no cost to the employee, "preventative care services" as defined by the U.S. Department of Health & Human Services. Examples of preventative care include, but are not limited to, annual checkups; flu shots; MMR, TD and Hepatitis immunizations; colon cancer screening (age/risk based); mammograms (age/risk based); FDA-approved contraception methods, including birth control pills; and domestic violence screening and counseling. The specific details of preventative care rules/requirement will be provided in the medical plan documents.

**May 1, 2017**

Upon ratification of the May 1, 2017 Memorandum of 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

“Deductible” is defined as the amount of Covered Charges that the employee must pay before the Plan provides any benefits for such charges including, but not limited to, Imaging (X-ray, CT Scans, MRI, Ultrasound), Laboratory Services (Blood Work), Inpatient Hospitalization and Services (Facility and Professional), Outpatient Surgical Services and Care (Facility and Professional), Durable Medical Equipment (DME)

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
- Effective 1/1/2018, the current 25% co-insurance for out of network prescription drug orders will increase to 30%.

After initial prescription plus two refills, maintenance drugs must be refilled thereafter at mail order only.

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 retire 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, its 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.

### **May 1, 2023**

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 make access available to the pre-Medicare federal exchange for future B2000 retirees through an administrator who offers access to the marketplace.

### **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 not be entitled to the 4% core contribution or 100 percent match noted above. However, current provisions of the 401(k) plan (e.g. the 50% match up to 7%) shall continue to apply to an employee who has elected the Cash Balance Component.

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

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

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

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

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

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

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

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

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

Exhibit 1

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

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

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

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

**No. 113**

May 1, 2014

**BUSINESS ASSURANCE & RESILIENCE INVESTIGATIONS**

When the Company determines that a Business Assurance & Resilience (formerly Corporate Security) representative should participate in a fact-finding interview of a bargaining unit employee, the Company shall provide a reasonable opportunity for a UWUA Local 601 local chairperson or designee to attend. The Union will provide a list of representatives who can attend these fact-findings.

**No. 114**

November 18, 2013

**AT-HOME-AGENTS (Eliminated with WFH agreement dated 5/18/21)**

**No. 115**

May 1, 2023

**PERMANENT EMPLOYEE STAFFING LEVELS AND CONTRACTING OF WORK**

For the duration of this Agreement, the Company agrees to maintain a minimum permanent employee staffing level of 689 permanent employees, exclusive of nomenclature 370 - permanent Meter Readers, and nomenclature 372 – permanent MAMR Operators.

Inclusive in the 689 permanent employees, the Company agrees to maintain the following minimum permanent employee staffing levels for the following nomenclatures for the duration of this Agreement, subject to the limitation set forth in the Revert Back provision below:

- Service Representative (308, 308T and 308i) – 240 permanent employees combined
- Senior Service Representative (305) – 18 permanent employees
- Field Collection Representative (368) – 88 permanent employees
- Collection Support Representative (364) – 5 permanent employees



- Senior Field Collection Representative (363) – 7 permanent employees
- Senior Credit and Collection Representative (362) – 3 permanent employees (Inbound only)
- Senior Meter Reader (365) – 14 permanent employees
- Credit and Collection Representative (367A) – 54 permanent employees (Inbound only)

If a staffing level drops below the minimum stated above, the Company shall promptly post a vacancy(ies) to replenish the staffing level to the minimum. The Company will provide the Union with a monthly report of the staffing levels covered by this Agreement.

### **Contracting of Work in Inquiry/Inbound Collections**

The Company and Union have discussed the issue of contracting Inquiry/Inbound Collections work and they maintain a mutual interest in reducing contractor levels. To this end, they have agreed on several proposals. First, as set forth above and subject to the limitation set forth in the Revert Back provision below, the Company and the Union have agreed to increase the minimum permanent employee staffing levels for the following nomenclatures during the duration of this Agreement:

- Service Representative (308, 308Tand 308i) – from 230 to 245 permanent employees combined; and
- Credit and Collection Representative (367A) – from 51 to 54 permanent employees (Inbound only).

\*Upon ratification, the Company will post any vacancies to reflect the increase in the permanent staffing levels for the above mentioned nomenclatures.

Second, the Company will, subject to the limitation set forth in the Revert Back provision below, continue to maintain the reduced contractor levels referenced in the Memorandum of Agreement between Public Service Electric and Gas Company and Local 601 of the Utility Workers Union of America, AFL-CIO dated November 18, 2013 (the “2013 MOA”), and it will consider at its sole discretion further reductions in contracting Inquiry/Inbound Collections work.

Third, after December 31, 2018 or sooner if the Company so decides at its sole discretion, an out-of-state contractor shall no longer be utilized for Inquiry/Inbound Collections work. If the Company determines that there is a continued need to utilize contracting for Inquiry/Inbound Collections work beyond December 31, 2018, it shall seek an in-State contractor for such work that either has a union-represented workforce or one that pays union-equivalent, New Jersey wages for such work.

The Company and Union have agreed that at such time that the out-of-state contractor is no longer utilized, Billing personnel, i.e., 317 - Senior Bookkeeper, 318 - Special Bookkeeper (B), 319 - Special Bookkeeper (C) and 323 - Bookkeeper, shall be assigned to handle Inquiry/Inbound Collection calls. The Company and the Union shall meet at least 90 days before Billing personnel are required to handle Inquiry/Inbound Collections calls to discuss the terms and conditions of this work assignment including training and development needs, utilization and other related issues.

Fourth, the Company will continue to meet with the Union on a quarterly basis to share and discuss the results of the “Measures” regarding contractor competitiveness. These Measures will be used by the Company as a factor in assessing whether it is in its best interest to contract out Inquiry/Inbound Collections work verses utilizing the internal workforce. The decision at all times whether to contract out work ultimately rests with the Company, at its sole discretion, and any decision by the Company to contract out work in accordance with this Agreement shall not be subject to the grievance and arbitration procedure in the collective bargaining agreement.

This MOA relates to contracting out Inquiry/Inbound Collections work only; all existing agreements regarding contracting out of other work remain in effect.

### **Revert Back**

If the Measures are not satisfied or if the parties cannot reach agreement on the terms and conditions of Billing employees taking Inquiry/Inbound Collections as referenced above, this Agreement and all other agreements shall, at the request of either party, continue to remain in full force and effect with the following exceptions:

- At the Union’s request, the part-time employee work week will be returned to a maximum of 20 hours per week.
- The fixed headcount number for part-timers set forth in the 2013 MOA will cease and ratios will be reinstated.
- The nomenclature-specific minimum staffing levels identified above shall be eliminated. However, the aggregate 689 permanent employee staffing level set forth above shall remain.

- The maximum level of 50 customer service call representative contractors set forth in the 2013 MOA will no longer be in effect and the Company shall have the right to increase such contracting levels above this number.
- The At-Home agent program shall be frozen. Existing At-home agents on the property as of the date the Measures are determined to not be achieved or not agreed upon will be grandfathered and permitted to continue to remain as 309Hs.
- At the Union's request, temporary employees hired on or after the date that the Measures are determined to not be achieved or not agreed upon will be converted to permanent status in accordance with Letter of Agreement #98.

The parties will share and discuss data relative to the Measures on a quarterly basis. However, the Company's and Union's review process on the Measures and whether the Revert Back will be executed can take place more frequently at the request of either party.

**No. 116**

November 12, 2014

**CREATION OF 323C BOOKKEEPER POSITION**

The Company and Union have been in discussions on ways to deliver top quartile performance to our customers through a fully engaged workforce with the expectation of reducing the need for contracting.

In effort to reach that objective, a 323C Bookkeeper nomenclature will be established. The 323C Bookkeeper will be a hybrid of the 323 Bookkeeper and the 308 Service Representative. The 323Cs will not handle gas emergency calls. Those calls will be immediately escalated.

Interested Billing personnel who elect to bid into this position will be held to the provisions and job specifications articulated in this letter of agreement as follows:

- An additional \$3.00 per hour will be paid when assigned to Inquiry work. This increase will be applied to the overtime rate as well as the straight time rate.
- Sr. Bookkeepers that volunteer will be compensated at the top step of a grade 12, 305 Senior Service Representative.
- The position will be posted for employees to bid on a voluntary basis. Once selected, employees will be trained on all relevant aspects of the job and will be expected to perform all aspects of the job when assigned.
- 323C assignments within Inquiry shall not exceed 700 hours worked per individual in a given calendar year. For reporting purposes only, not pay purposes, overtime hours will count as 1x, not 1.5x or 2.0x if working a first or second scheduled day off, respectively. For example, if someone works 2 hours overtime on their second scheduled day off, 2 hours will be deducted from his/her 700 hours not 4 hours.
- The Company will provide prior notice to the local Union at NICC, NCBC, and SICBC when the 323Cs are assigned to Inquiry and will communicate the expected duration.
- Work assignments to Inquiry may be given during the course of the basic work day for straight time and overtime. 323C employees may be offered overtime work on their RDO, on a voluntary basis only, but not before the volunteer Inquiry employees have been asked.
- In an effort to maintain the continuity in the work day of the 323Cs between Inquiry and Bookkeeping, work assignments to Inquiry shall be a minimum of 4 hours in duration. However, if agreed upon locally, the duration of a given work assignment can be less than 4 hours. For pay purposes and tracking hours related to the 700 hours annually, only actual hours worked will be used.
- Overtime tracking will be on a separate list maintained at the local level. The list will be used for overtime assignments after all 308, 308T, 305 and full time 309/309i on the property, at the time the work is available, have been offered the overtime work.
- A standing order will be created in SAP to track the assigned hours and those reports will be provided to the local Union.

- If the 700 hours have been exhausted in a given year and a declared event/state of emergency strikes the state of NJ, the Company and Union will discuss the utilization of the 323Cs.
- The Company will have an Inquiry adjunct report to 750 Walnut from NICC. An SICBC Inquiry adjunct will also report to SICBC.
- The Company will not reassign the 323Cs from their normal reporting location. However, if there comes a time when the 323Cs are needed in Inquiry and an unforeseen system failure occurs, e.g., power outage at 750 Walnut or SICBC rendering the phones inoperable, the 323Cs may need to be temporarily relocated for that assignment.
- The phone system will be installed at their work station or be made available at another work station within the employee's normal work location.
- Phone calls may be monitored for quality or training purposes only and will not be scored or included in an individual's performance appraisal.
- When less than all 323Cs are needed to perform Inquiry work on a given day, a local-level discussion will take place regarding the method for selection of employees.

The provisions of this letter of agreement are hereby incorporated into the Memorandum of Agreement (MOA) dated November 18, 2013. As such, if the Company and Union continue to maintain the reduced contractor levels referenced in the MOA, the 323C agreement will remain active. However, if the "Measures" are not achieved or the parties are unable to agree upon the Measures, the 323C agreement will be part of the exceptions, i.e., revert back provisions, as bulleted on page 7 of the MOA (Letter No. 115 in CBA).

### **323C Bookkeeper**

#### Duties

Performs work in the Customer Inquiry and Accounting Center attendant to the proper interviewing or handling applications of customers, by telephone, concerning requests for electric and gas service, or its discontinuance, on problems arising from the use of such service, on meter reading matters and explaining other related miscellaneous Company practices and procedures incidental to the handling of customer inquiries. Duties include such work as:

1. Accept applications from customers for electric and gas service or its discontinuance, determine routine deposit requirements and make referral of unusual cases, explain Company procedures related to such applications, including inspection procedure, deposit requirements, explanation of applicable rates, etc.
2. Accept requests for work required for the proper maintenance of service, appliances, meters, etc., and explain Company procedures and, where possible, quote probable costs.
3. Answer customer billing inquiries, accept requests for duplicate bills, explain or arrange for explanation of rate applications, and method of reading meters, etc.
4. Perform the required clerical work in connection with initiating refunds at the request of customers.
5. Answer customer inquiries on meter reading matters, such as explaining the reason that a meter was not read or billed, arranging for meter reading access, accepting customer supplied meter readings, etc., within limits of prescribed procedure.
6. Follow up orders by consulting with department responsible for completion of work to obtain or relay additional information.
7. Prepare or generate all orders, reports, etc., necessary in connection with assigned work, such as active order, inactive order, change/investigate meter order, set meter order, remove meter order, gas investigation order, electric trouble and investigation order, investigation of bill, sales adjustments, customers' deposit receipts, payment receipt records, correct or add customer data such as mailing or service address, calculate, establish or remove budgets or degree day factors, etc.
8. Compile and assemble data necessary for preparation of letters concerning service or billing problems.

## Qualifications

Must meet the Company's general requirements, and in addition:

1. Must have a minimum of a high school education, or equivalent business experience.
2. Must have a minimum of two years' Customer Operations experience.
3. Must have exceptional poise and tact, as indicated by the ability to handle routine and more complex customer contacts in a pleasant and courteous manner and to explain procedures related to the work of customer and Marketing Services.
4. Must be generally familiar with the territory served by the Company.
5. Must be generally familiar with codes and rates and their applications, and have a specific knowledge of the more commonly used rates.
6. Must be generally familiar with the more commonly used electric and gas appliances.
7. Should have a general knowledge of the operation and construction of electric and gas meters and of wiring and piping rules and regulations.
8. Must be neat and accurate in work as indicated by the ability to compile data and to prepare orders, forms, and statements which are used without independent check.
9. Must be able to understand, transmit, and apply oral and written instructions.
10. Must have a general knowledge of the Customer Operations organization, of departmental functions, and of procedures within the department incident to assigned work.
11. Should have a general knowledge of the work and of the organization of the Transmission and Distribution Department related to the work of Customer Operations.
12. Must satisfactorily pass designated tests (see letter dated May 1, 2002 entitled Pre-Selection Testing).

## No. 117

October 11, 2016

### **STAFFING – TEMPORARY SEASONAL 368M COLLECTOR/METER READERS**

This letter confirms our agreement regarding the staffing of the Temporary Seasonal 368M Collector/Meter Reader positions. This agreement does not modify any other agreements between the parties and will not be cited by either party as setting a precedent. This agreement will remain in effect until April 30, 2021, with an option to extend the agreement if mutually agreed upon by the parties.

All Seasonal 368M postings will be paid at a salary grade 8, with the exception of those employees who have prior experience as a 368M as of January 1, 2014, who will be maintained at the salary grade 9 when they are in the 368M nomenclature. At the conclusion of the temporary ("Seasonal 368M") assignment (approximately October 31st), employees will return to the location, position and salary grade (hourly rate) they held prior to the temporary assignment as provided for in the CBA. Progressions will be commensurate with existing promotional increase language as designated in the Collective Bargaining Agreement (CBA).

To provide flexibility when performing collection activity, the provisions of Letter #56 will not be applicable to the 368M seasonal position. Unlimited transfer can occur within the designated zones below:

- Zone 1: Hackensack, Harmon Cove and Newark
- Zone 2: Hackensack and Roseland
- Zone 3: Roseland, Newark and Cranford
- Zone 4: Princeton and Cranford

Zone 5: Princeton to/from Burlington, Burlington to/from Audubon

Each year, in advance of the end of the Winter Termination Program (WTP), the Company will discuss with the Union the number of positions that will be posted. Positions will be posted utilizing the statewide interest postings. The postings will be active for five (5) business days.

The QFP subcommittee will meet to determine which employees are the successful bidders as well as to determine how the location assignments will be offered to the successful bidders.

Employees currently working in the permanent 368M and 368 nomenclatures are not eligible to post for temporary Seasonal 368M positions.

Once in the Temporary Seasonal 368M Collector/Meter Reader position and assigned to the field for ten working days, employees will be required to remain in that temporary position until the end of the assignment as determined by management, generally at the commencement of the WTP. Positions vacated within the first ten working days, will be refilled by offering the opportunity to the next employee on the list.

The Company may elect to backfill vacancies occurring within the Temporary Seasonal 368M Collector/Meter Reader positions via statewide postings while this letter is in effect.

When required to read meters, the group of Temporary Seasonal 368M Collector/Meter Readers will be assigned via a rotating list in reverse order of seniority within the location for the District. These employees must also have passed the meter reading test, per the collective bargaining agreement. In addition, these employees must meet the vehicle requirements per the CBA and maintain a valid driver's license.

The parties agree to meet as needed to review and discuss the success of this initiative.

Respectfully,  
Eric Martinez  
Labor Relations Manager

**No. 118**  
**UPGRADE AND WORK FROM HOME AGREEMENT**

May 18, 2021

This shall replace Letter No. 114 - AT HOME AGENTS dated November 13, 2013. However, the 309H Service Representative (at-home-agent) will remain on the list of positions eligible for Union membership.

The Company considers working from home to be a viable work option for its employees that, when properly implemented and administered, benefits both the Company and the employees. To that end, the Company and the Union have agreed to formalize a Work from Home Agreement.

The at-home work location will be New Jersey or an adjacent State (New York, Connecticut, Delaware and Pennsylvania).

The Company agrees to develop a training program for all employees performing work under the terms of this At-Home Agreement highlighting the terms, rights and responsibilities of all parties subject to the Agreement. The Company further agrees that it will provide this training to all employees performing work under the terms of this At-Home Agreement as soon as practicable.

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 will utilize communications technology, including a computer provided by the Company, to perform work remotely rather than in a Company office. A telecommuter is an employee who works for the Company from a home office for some part or all of the regularly scheduled workweek.

Employees' wages, benefits, and job requirements will be maintained pursuant to the CBA between the Company and the Union. Working from home is an extension of the Customer Operations organization and all employees are subject to the same CBA, policies, procedures, guidelines and processes in effect as employees reporting to on-site offices

unless otherwise stated in this Agreement.

The Company reserves the right to temporarily suspend an employee's work from home arrangement for 10 business days due to a first level discipline or above given due to poor work performance or conduct as per the Positive Discipline Policy.

The Company will permit employees to work from home in the following departments: Inquiry North and South, Billing North and South, Construction Inquiry North and South, Credit and Collection Inbound and Credit and Collection Back Office, Telephone Services, and the Exception Processing function of the Customer Payment Processing Center (CPPC), inclusive of the 345 General Assistant and the 348 Payroll Clerk nomenclatures. The Company reserves the right to remove departments or include additional departments. The Company will provide sixty (60) days' notice in advance of such action.

### **Rotation and Work Scheduling**

Each department may develop a rotation schedule so that a portion of the employees will work from home and up to twenty percent (20%) of the employees report to the office. Volunteers will be allowed up to half of the 20% quota. The rotation schedule that best accommodates the needs of the operation and the employee will be determined between the local union and the Company. The parties also recognize that there are some job classifications (e.g. Building Attendant) that must report to the office due to the nature of their duties and responsibilities. These positions will not be a part of the agreed upon percentage. The parties agree to meet sixty (60) days after the initial rotation schedule, post responsible re-entry, to review the process and discuss any issues.

Employees that have reported to a work location for purposes other than the performance of their duties (e.g., training, meetings, union business, etc.) will not be included in the percentage of employees that are required to report to the office, based on the rotation schedule. The Company will endeavor to conduct meetings and training virtually, where possible.

In advance of extreme weather conditions, as per Letter #106 in the CBA, the Company may schedule Inquiry Department employees above 20% to work at a designated work location. This will ensure business continuity and ability to serve customers during storm restoration.

### **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 remote worker checklist to guide them in the proper set up of a safe, healthy, and secure work environment. Annually, employees must complete and submit to the at-home checklist for the Company to remain in compliance with Federal (OSHA) and Company requirements.
3. During in-office visits, work from home employees should obtain from the Company all necessary supplies required to complete assigned work at the home work location. Out-of-pocket expenses for supplies if available through the Company will not be reimbursed, unless previously approved by their supervisor prior to purchase and a receipt or proof of purchase is provided to the Company.
4. 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.
5. 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 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.

6. Beginning September 2021, 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 primary remote work location. The Company shall conduct periodic audits that will require employees to show evidence of maintained high-speed internet service. In order for employees to be eligible for the monthly stipend, the employee must be on the rotation schedule whereas they perform work at home for a portion of their work week or month.
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 becomes unavailable, immediately contact the Internet Service Provider directly, following contact to supervisor.
  - All problems related to computers and phones should be reported to his or her supervisor. This will allow tracking and documentation of the reported concern.
8. The employee may be required to report to their normal reporting location, or an alternate reporting location, in the event of a sustained power outage or sustained internet outage in their home. The employee may report to a location that is near their home work location, provided it is within their department and provided there is workspace available. For example, a Northern Billing employee may report to Southern Billing, if it is closer to their home. Extenuating circumstances will be discussed with the supervisor and Union designee.

### **Schedules**

1. Employees will have a regular work schedule in accordance with the CBA.
  - Absenteeism and performance will be monitored in accordance with current practices.
  - Computer and phone activity can and will be monitored in accordance with current practices.
  - Management will prearrange in-office days and the employee will be required to report to the work location established as their normal reporting location.
  - 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.
  - Commutation costs to report to the employee's normal reporting location are not eligible for reimbursement.

2. Employees are prohibited from working outside their normal work schedule without first obtaining permission from management. Any changes or extension to the employee's normal schedule must be reviewed and approved by management in advance. Routine overtime will be managed under the current processes. The employee must accurately record all work hours, including overtime. Time entry review and approval will remain in effect as per the CBA and current time-keeping processes and involvement of the 345 General Assistant and 348 Payroll Clerk will continue.
3. 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.
4. The employee must take all meal and rest breaks required by the CBA and, where applicable, at their assigned times.
5. 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.
6. 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. In addition, when required by the Company, employees must report for random, cause, and post-accident drug testing in accordance with the Drug and Alcohol Agreement.

#### **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.

#### **Confidentiality**

PSEG policies and practices, including the Standards of Conduct and the obligation to safeguard PSEG's equipment and confidential information, continue to apply while working from home.

#### **Work From Home Agreement and Termination**

As business needs evolve, and unforeseen circumstances arise, the Company and the Union will engage in further discussions regarding this Agreement.

Upon an employee's separation of employment, the employee shall make Company-supplied equipment, business records, files, supplies, etc. readily available for pickup or drop off within three (3) calendar days. Failure to do so may result in legal action by the Company. Arrangements shall be discussed with the supervisor.



**No. 119**  
**AMI Workforce Planning Agreement**

May 1, 2023

This letter confirms our agreement regarding Workforce Planning initiatives associated with the deployment of the Advanced Metering Infrastructure (AMI) project throughout the Company's service territory. Upon ratification of this tentative agreement, Letter Agreement No. 55, Meter Reading Staffing and Workday, dated May 1, 2011, which includes minimum meter reading staffing levels, will be eliminated and replaced with Attachment A.. All other terms and conditions outlined within the parties' collective bargaining agreement, and letters of agreements not referenced by this agreement, shall remain in effect.

In addition:

- Permanent headcount levels for the 368M, 370, and 372 Nomenclatures will be as outlined below. Vacancies necessary to staff up to the below numbers on the dates outlined will be filled within the 368M Nomenclature.
  - 195 as of March 31, 2023
  - 160 as of December 31, 2023
  - 130 as of December 31, 2024
  - 100 as of December 31, 2025
- Eighteen additional 368 Collection Representatives will be added to the current field collection headcount floor. Effective 30 days after the execution of this Agreement, the permanent staffing level for Collection Representatives shall be 88, which is a revision to Letter 115, Permanent Employee Staffing Levels and Contracting of Work, dated May 1, 2017.
- The Company and the Union agree to meet regularly to discuss any future work or opportunities that arise out of AMI. In addition, in the event that the Company designates any employees as surplus as a result of the AMI project, the parties agree to meet to discuss the effects.
- The Company will not subcontract out manual and drive-by meter reading. In addition, the Company agrees to not subcontract out field collection through the expiration of the parties' current collective bargaining agreement.
- Temporary employees in the 370 Meter Reader classification who are released from duty will be offered an opportunity to return to a temporary vacant position in the same classification from which they were released prior to any external hires. Attachment B outlines the process to be followed.

Noel Cabrera  
Labor Relations Manager

Attachment A

**Meter Reading Workday**

The daily hours of work for meter readers shall be from 7:30 am to 3:30 pm inclusive of two paid 15 minute breaks. The meter reading workday shall be subject to a maximum variation of one hour before and after 7:30 am.

Breaks may be combined and shall not be taken within 1 hour of the scheduled start or end of the scheduled workday. Meter readers are required to log all breaks into the handheld device.

Daily work assignments include productive time, variable office time, variable travel time and interval time that is needed to complete an assignment. Most important among these components are the health, safety, and wellbeing of employees. In the event of extreme weather, the parties shall refer to Article VI, Section 10 of the Collective Bargaining Agreement.

Meter Readers will notify their supervisor and senior meter reader of any delays to their start time and/or any interruption in reading their assignment. The senior meter reader will then document said cause in the daily assignment log. If a meter reader anticipates not being able to complete his assignment on time, he must notify his/her supervisor for further instructions, which may include the need to work overtime or the need to return to the office. A meter reader will not begin work on an overtime assignment until after the end of his/her straight time shift. (Example 7:30 am to 3:30 pm shift would begin overtime at 3:31 pm.)

### **Job Site Reporting**

G369/370 Meter Readers hired on or after August 31, 1987 will report directly to their assignments and will be provided 30 minutes travel at the start of the workday. If directed to report to the District Office, travel time will be provided to the route.

#### Examples of Direct Reporting to Assignment

Start Time	First Entry
6:30 a.m.	on or about 7:00 a.m.
7:00 a.m.	on or about 7:30 a.m.

Meter Readers hired prior to August 31, 1987 can volunteer to report directly to their assignments unless otherwise directed; or report to the District Office, at their scheduled start time. These employees may also elect to job site report but not arrive at their first stop earlier than whatever time it would have taken to get from their local office to that stop.

### **Evaluation of Meter Reading Assignments**

In order to insure daily work assignments can be consistently completed within the eight hour meter reading workday, meter readers may request an assignment evaluation in accordance with the terms and conditions listed below.

A Meter Reader may request that an evaluation be made of one of his/her assignments if all of the following conditions are met:

- a. it is the Meter Reader's regular assignment
- b. it has been read by the Meter Reader at least three times
- c. it has been designated by the Meter Reader as requiring adjustment. The Meter Reader shall provide the reason(s) for such adjustment, and provide suggestions or recommendations for the adjustment.
- d. the request is no later than three business days after the assignment has been read, to allow for the printing of necessary reports on the Meter Reading system.
- e. the request shall be submitted on an "Assignment Evaluation Request" form. Copies will be made available to union chair and the district manager.

#### *Procedure*

1. Appropriate reports shall be reviewed with the Meter Reader. This review can include past history of the route and any extenuating circumstances particular to the assignment.

2. After this review, a determination will be made if the assignment will be:

- a. Adjusted
- b. Not adjusted
- c. More information is needed.

If more information is needed, a field evaluation shall be conducted.

3. The following shall be used as a guide in performing field evaluations:

- a. Every effort will be made to perform the field evaluation the following month, or as soon thereafter as possible.
- b. An evaluator will be assigned to conduct the field evaluation with the meter reader. The evaluator could be the supervisor, manager or manager-appointed designee.
- c. The Meter Reader (and evaluator) shall pick up the assignment and obtain the items necessary to the completion of it (keys, seals, etc.).
- d. The Meter Reader and evaluator will drive to the first stop, taking the most direct route from the meter reading location.
- e. A safe, direct route between meters shall be taken including the crossing of lawns, unless prohibited by the customer.
- f. The break period(s) shall be taken.
- g. After the last stop is completed, the Meter Reader and Evaluator will drive to the meter reading office location, taking the most direct route.
- h. Accompanied by the evaluator, the Meter Reader shall turn in the assignment and equipment and perform all other required work.

#### *Analysis*

If total elapsed time is greater than the scheduled workday, the assignment shall be adjusted accordingly, as soon as practicable.

#### *Results*

The results of the evaluation will be communicated to the Meter Reader and provided to the Local Chairperson, on the "Assignment Evaluation Request" form.

*Note:* Replaced LOA "Job Site Reporting" dated 5/1/2002, Modified LOA "Meter Reader Workday" dated 5/1/2005, Replaced LOA "Meter Reading Staffing and Workday" dated 5/1/2011

### Attachment B

When additional temporary employees in the 370 Meter Reader classifications are needed, those temporary employees who were released from duty within a two-year period will be offered an opportunity to return to a temporary vacant position in the same classification from which they were released, prior to any external hires. The Company shall not be required to offer opportunities to any employee who has been released for a continuous period of more than two years.

Opportunities will be offered in order of combined office seniority, provided that the employee possesses the minimum qualifications for the position, including being able to medically qualify for the position, demonstrating authorization to work in the U.S., and passing a background and driver's abstract check. Upon failure of a released temporary employee to reply to an offer after 10 days, the employee shall forfeit their right to such offer of reemployment in the future.

Any employee accepting the option of reemployment will not accrue seniority or other benefits during the period of time they were not employed by the Company; they will be treated as a new hire for seniority and benefit purposes. However, their prior service time will be credited for determining the employee's vacation entitlement.. A "vacation effective service date" will be established in SAP. Thereafter, the provisions of the Collective Bargaining Agreement under Article IX – Vacations will determine future vacation eligibility. Employees accepting the option of reemployment will remain temporary employees for the duration of their assignment or until they successfully bid into a permanent position, unless otherwise mutually agreed to by the Company and the Union.

Any employee declining the option of reemployment shall forfeit their right to such offers in the future if the position offered was located at the employee's former location or a neighboring geographic region. To that end, neighboring geographic regions are defined as follows:

- Harmon Cove, Newark, Roseland, Hackensack
- Cranford, Newark, Roseland, New Brunswick, Trenton
- New Brunswick, Trenton, Burlington, Audubon

**No. 120**  
**Creation of the 308i Bilingual Service Representative**

May 1, 2023

Upon ratification of this tentative agreement, the Company and the Union agree to the creation of a 308i Bilingual Service Representative to reflect changing customer demographics. Establishment of this new nomenclature will enable the parties to better serve customers.

The Company agrees not to exceed a staffing level of 25 within the existing Service Representative minimum permanent staffing level.

Employees bidding into this position, who have not performed language interpreting assignments, will be required to demonstrate proficiency.

All current and future bilingual positions will reflect the upgraded rate as of May 1, 2023.

Noel Cabrera  
Labor Relations Manager

**No. 121**  
**Inquiry/Inbound/CSC Workforce Committee**

May 1, 2023

Upon ratification of this tentative agreement, the parties agree to form a committee that will meet quarterly to review, amongst other things, changes in technology and customer demand, staffing levels, workforce plans, and reduction of contractor usage. The committee shall of the Union Executive Board, or their appointees, Labor Relations, and the Line of Business. 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.

Noel Cabrera  
Labor Relations Manager

**No. 122**  
**Drug and Alcohol Testing Work from Home Employees**

December 21, 2021

The following are the general guidelines for random drug testing for employees working remotely:

- Employees will be contacted via skype, email or telephone.
- If the employee's shift has started, they will be instructed to report for testing. The employee will log off immediately and report to the work location, generally expected within 1 hour from when the call is placed, or in a reasonable amount of time based on the distance from the employee's home. The employee will travel on company time; mileage will not be provided.
- The employee should make every effort to utilize the most expeditious route to travel for testing and when returning to their remote work location after testing has taken place. The employee should remain on property only for the necessary time to complete the test.
- Lunch and breaks will be adjusted if the employee is traveling to the test, has arrived at the testing site, or is traveling back to their remote location.
- If the listed employee's shift has not started when they are next on the list to be called for testing, the employee will be initially skipped. However, should the employees' shift start, while testing is still in progress, the employee may then be called to test.

- If an employee has not reported an absence prior to the start of their shift, they will not be excused from testing and must report.

- Failure to report for testing once notified will be considered evasion. Evading the test will result in termination of employment.

- When the employee arrives for testing, they must:

- Immediately report to the testing site/area with ID (Work ID or Driver's License)
- Follow the Collector's instructions from start to finish
- Remain at the testing site until process is completed

- The employee is expected to resume their workday promptly upon return to their remote work location if any time is remaining on their shift.

Listed below are the reasons an employee may be excused from testing if on the list:

- Pre-approved vacation or other excused time off
- Illness
- Shift work
- Training out of district (example: Edison)
- Rest period

- Childcare needs will not excuse an employee from testing.

- Newark employees reporting for testing will park in the Mulberry Street company parking lot.

The list of employees to be tested will be opened in the presence of an available Union representative and a MAST employee, either in person or via Zoom. Employees will be called to test in the order in which they appear on the list.

This agreement does not modify any other agreements between the parties and will not be cited by either party as setting a precedent.

Noel Cabrera  
Labor Relations Manager

November 20, 2018

**No. 123**  
**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.

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.

Dianne LaRocca  
Senior Director-Labor & Employee Relations

**No. 124**

September 15, 2021

**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 20, 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.

Dianne LaRocca  
Senior Director-Labor & Employee Relations

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