

**AGREEMENT**

**between**

**PUBLIC SERVICE**

**ELECTRIC AND GAS COMPANY**

**CENTRAL, CAMDEN, HARRISON, AND LINDEN S.N.G.  
GAS PLANTS**

**and**

**THE PUBLIC UTILITY CONSTRUCTION  
AND GAS APPLIANCE WORKERS OF THE  
STATE OF NEW JERSEY, LOCAL NO. 855,  
OF THE UNITED ASSOCIATION OF  
JOURNEYMEN AND APPRENTICES OF  
THE PLUMBING AND PIPE FITTING  
INDUSTRY A.F.L. - C.I.O.**

**Effective**

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



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AGREEMENT made and dated this 1st day of May, 2023, by and between PUBLIC SERVICE ELECTRIC AND GAS COMPANY, hereinafter called the Company, and THE PUBLIC UTILITY CONSTRUCTION AND GAS APPLIANCE WORKERS, OF THE STATE OF NEW JERSEY, LOCAL 855, OF THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPE FITTING INDUSTRY, A.F.L. - C.I.O. representing bargaining unit employees at the Central and Camden and Harrison Gas Plants and Linden S.N.G., hereinafter called the Union.

**WITNESSETH**

WHEREAS, the parties hereto desire to establish a standard of conditions under which the employees of the Company at the Central Gas Plant, Edison Township, New Jersey and Camden Gas Plant, Camden, New Jersey, and Harrison Gas Plant, Harrison, New Jersey, and Linden S.N.G., Linden, New Jersey shall work for it during the period of this Agreement, and desire to regulate the mutual relations between the parties and with the view of securing harmonious cooperation between them and settling disputes; and

WHEREAS, the Company is engaged in furnishing an essential public service which vitally affects the health, safety, comfort and general well being of a large number of the population; and

WHEREAS, the parties hereto recognize that the Company is a public utility, engaged in the manufacture and distribution of gas in New Jersey; and that the Company has an obligation to the public to operate efficiently and economically, and to maintain adequate and uninterrupted service to the public,

NOW THEREFORE, in consideration of the mutual promises and agreements herein contained, the said parties agree to and with each other as follows:

**Article I  
REPRESENTATION AND COVERAGE**

Section 1. Bargaining Representation: The Union, having been certified by the National Labor Relations Board as the bargaining agent for the employees with hourly rates of pay in the Central Gas Plant, Edison Township, New Jersey, and the Camden Gas Plant, Camden, New Jersey, and Harrison Gas Plant, Harrison, New Jersey, and the Linden S.N.G. Plant, Linden, New Jersey is hereby recognized by the Company as the exclusive bargaining representative for all employees in said bargaining unit. The Company agrees to meet and treat with authorized representatives of the Union with respect to the rates of pay, hours of or, and other conditions of employment of such employees.

Section 2. Bargaining Unit: (a) Employees covered herein are listed by job classifications in Schedule "A" attached hereto and shall come under the terms and conditions of this Agreement except that temporary employees as hereinafter defined, shall not come under the employee Benefits Plan of the Company nor shall anything in this contract be construed as limiting the Company's right to transfer or discharge employees

## **Article I – Continued**

within 12 months of hiring and no grievance shall be raised by the Union for such action on the Company's part.

(b) A temporary employee is one who either has been hired for a specific agreed upon purpose, or a definite length of time, or is unable to pass the Company tests for permanent employment.

(c) The Union agrees that it will not represent excluded personnel for collective bargaining purposes.

Section 3. Anti-Intimidation Clause: (a) There shall be no discrimination, interference, restraint, or coercion by the Company, or any of its agents, against 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 discriminate, interfere with, restrain, or coerce employees who are not members of the Union; it shall not solicit membership in the Union, or payment of dues, while employees are working.

(b) 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.

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

(d) The Union agrees to furnish the Company a list of its members within thirty (30) days from the date hereof.

Section 4. Non-Discrimination: (a) The Company and the Union agree that the provisions of this Agreement shall not discriminate against any individual because of race, color, religion, sex, age or national origin.

## **Article II MANAGEMENT RESPONSIBILITY**

Section 1. Management Functions: The Management of the Company, the direction and control of the property and operations, the power and right to hire, and the composition, assignment, direction and determination of the size of working forces are the sole responsibility of the Management.

## **Article III UNION SECURITY**

Section 1. Maintenance of Membership and Union Shop:

(a) All employees within the bargaining unit who are members of the Union shall, on or after the thirtieth day following the effective date of this agreement, as a condition of

### **Article III - Continued**

employment in bargaining unit jobs, tender to the Union the periodic dues uniformly required as a condition of retaining membership.

(b) All employees hired in bargaining unit jobs after the date of this agreement, on or after the thirtieth day following the date of their employment, shall, as a condition of employment in bargaining unit jobs, tender to the Union the initiation fees and periodic dues uniformly required as a condition of acquiring or retaining membership.

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

Section 2. Bulletin Boards: The posting of official Union notices on Company-provided bulletin boards shall be permitted and definite space shall be allotted, provided 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 result of its elections.
- (d) Notices of its social, educational or recreational affairs;
- (e) Reports of meetings between the Company and the Union, subject to Company approval; and
- (f) Reports of meetings of the executive board of the Union, 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 Section.

Section 3. Indemnification: The Union agrees to indemnify and hold the Company harmless on account of any damage or expense sustained by the Company because of a discharge effected at the request of the Union.

Section 4. Publication of Contract: The Company and Union agree that the cost of printing the contract booklet, which will be furnished to all employees in the bargaining unit, will be shared equally by the parties.

### **Article IV OBLIGATION TO CONTINUE SERVICE**

Section 1. No Strike or Lockout: The Company agrees that it will not directly or indirectly cause a lockout of its employees. The Union agrees that there will be no concerted

## **Article IV - Continued**

failure to report for work, cessation of work, slow down, strike, picketing, or any threat of the foregoing during the term of the Agreement.

## **Article V HOURS OF WORK AND OVERTIME**

Section 1. Shift, Scheduled, and Combination Employees: (a) A shift employee is defined as one who works at a job which is operated twenty-four (24) hours per day, seven (7) days per week, including work on Sundays and holidays. Shift employees shall work on 8-hour shifts, 12 midnight to 8 A.M., 8 A.M. to 4 P.M., 4 P.M. to midnight and eat their meals on the job ready for work. Schedules shall be posted and so arranged that work periods and days off shall be rotated. Changes in such schedules shall be mutually agreed upon. Maintenance work may be given to employees assigned to operate when not performing operating duties.

(b) A scheduled employee is defined as one who is assigned to work of a continually recurring nature required in varying degree during the day 12 midnight to 12 midnight Saturdays, Sundays and holidays included (such as maintenance work, cleaning the sets, fuel handling, etc.). Schedules shall be posted and so arranged that days off shall be rotated. Maintenance work, however, shall be scheduled from 8 A.M. to 4:30 P.M., except in emergencies.

(c) All other employees are defined as non-shift employees. Their regular working hours shall be between 8 A.M. and 4:30 P.M. with a lunch period of one-half hour, except for those whose work requires that they start within one hour before or after 8 A.M. The days off for non-shift employees shall be Saturday and Sunday.

Section 2. Payroll Week: (a) For the purpose of determining the correct rate of pay, the payroll week shall begin at 12:00 midnight on Sunday and end at 12:00 midnight the following Sunday. The basic work week shall consist of five (5) regularly scheduled basic work days of eight (8) hours each, forty (40) hours, within the payroll week.

(b) There shall be two regularly scheduled consecutive days off, except that for vacation, training, illness, jury duty and personal business time off relief purposes, employees may be assigned nonconsecutive days off. Neither of these two days shall be considered as part of the basic work week, even though an employee is regularly scheduled to work on either or both of these days.

Section 3. Overtime: (a) Overtime shall be paid at the rate of one and one-half (1 1/2) times the straight time rate for all hours worked outside of the regularly scheduled basic work day or basic five day work week, with the exception of overtime worked on the employee's second scheduled day off in the payroll week or on a holiday. Such overtime payment shall not apply when employees trade shifts which trade of shifts shall only be done when expressly permitted by the Company.



## Article V - Continued

(b) When employees are required to work on the second of their regularly scheduled days off in the payroll week, they shall be paid at two (2) times their straight time rate for all work performed on that day.

(c) Work on a holiday shall be paid for as provided in Article VI, Section 2.

(d) The following shall be considered days worked, for the purpose of computing overtime:

- (1) Absence for an illness, excused by the Company.
- (2) Absence due to Jury Duty.
- (3) Absence due to a death in the family as hereinafter set forth.
- (4) Absence due to marriage of employee up to three calendar days.

Section 4. Distribution of Overtime: (a) Overtime work shall be distributed equitably, as far as practicable, among qualified employees in the job or jobs in which the overtime work is required and the following process will be followed:

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

## **Article V - Continued**

(b) Employees who have worked overtime shall not be required to take time off on any of their regularly scheduled work days in lieu of overtime pay.

(c) Employees who have worked overtime cannot be sent home when they reach their regular working schedule of hours, unless they desire to go home. It is understood and agreed, however, that work performed during the regular working schedule of eight (8) hours shall be paid for at straight time rates only, except where same is performed on a holiday or first or second off day, in which case the rates specified for work performed on such days shall be paid.

## **Article VI HOLIDAYS**

Section 1. Named Holidays: The following days shall be recognized as holidays:

- a) New Year's Day
- b) Martin Luther King Jr. Day
- c) President's Day
- d) Good Friday
- e) Memorial Day
- f) Juneteenth
- g) Independence Day
- h) Labor Day
- i) Veteran's Day
- j) Thanksgiving Day
- k) The Friday After Thanksgiving Day
- l) Christmas Day

(or the days on which they are publicly observed.)

For the purpose of this Agreement, however, the preceding Friday shall be recognized as the holiday when Christmas Day, New Year's Day, Juneteenth, Independence Day and Veteran's Day fall on a Saturday. In addition to those holidays listed above, permanent employees hired prior to October 1st, will be entitled to two (2) Floating Holidays to be taken as operating conditions permit during the calendar year. If selected, the following days will be guaranteed if taken on Columbus Day or the employee's birthday.

Any other day(s) selected as a Floating Holiday may be taken as operating conditions permit during the calendar year with a minimum of 10% to a maximum of 40% in each working group or classification off on any day including those off for vacation (maximum 25% off for vacation). One Floating Holiday shall be selected after January 1st, but not later than the time the employee selects vacation and the second Floating Holiday may be requested on five days notice or on an emergency basis. Employees may reschedule a floating holiday providing 48 hours' notice is given to the Company.

## **Article VI - Continued**

Section 2. Payment For Holiday Work: (a) Employees shall receive the regular holiday pay of eight (8) hours at straight time, except (1) an employee on leave of absence; (2) an employee on vacation who shall be paid in accordance with Article XI, Section 6.

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

(c) Employees who are entitled to holiday pay under Section 2(a) above and who have temporarily performed higher-rated work for a period of ten (10) continuous work days immediately preceding a holiday, or who have been scheduled for temporary performance of higher-rated work for a period of ten (10) or more work days which encompass the holiday, shall be paid the holiday pay at the rate for such higher-rated work. This shall not apply to two set Gasmaker premium.

## **Article VII SHIFT, SHIFT SCHEDULES AND CALL OUT**

Section 1. Shift Premium: The Company will pay a shift premium to employees in such sum as will equal \$1.80 per hour for each straight time hour worked between 4:00 P.M. and 8:00 A.M. the next day, but no shift premium shall be paid for any work for which any other premium is paid (overtime, holiday work, short notice of schedule change, etc.).

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

Section 2. Notice of Schedule Changes:

(a) A change of schedule shall mean a change of shift, or a change of off days. When employees are called in to work on their off day, it shall not be considered a change of schedule.

(b) If the work schedule of shift employees is changed, and notice of less than 48 hours is given prior to the time they start work under the new schedule of hours, they shall be paid one and one-half times their straight time rate for all work on the new schedule performed within 48 calendar hours of the time they received the notice.

(c) In the event that employees are required to work on their scheduled days off during the said forty-eight (48) hour period, the premium pay for work on such day shall be in lieu of any premium pay for lack of proper notice.

Section 3. Call Out Premium:

## **Article VII - Continued**

(a) Employees who are called out to work shall receive compensation for all time worked, starting from the time of report for work with a minimum of four (4) hours at the applicable rate.

(b) Employees who are notified to report to work at periods outside of their scheduled period shall be paid for a minimum of 2 hours' time at the applicable rate. If the job is canceled, no payment shall be made if the notice of cancellation is given before the employee leaves work on the day immediately preceding the day on which the job was to have been done.

### **Section 4. Standby:**

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

(b) On weekdays, standby assignments shall be for not less than sixteen (16) hours in one day, except that employees working 4 p.m. to 12 midnight may be assigned eight (8) hours of standby duty for those days.

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

## **Article VIII SENIORITY**

Section 1. Seniority Defined: Seniority is defined as length of continuous service in the Central Gas Plant or the Camden Gas Plant or Harrison Gas Plant or Linden S.N.G.

Section 2. Loss of Seniority: A complete loss of seniority shall be suffered by employees who:

(a) Voluntarily terminate their employment, or

(b) Are discharged for good and sufficient reason, or

(c) Fail to notify the Company of their intention to return to work after a layoff, as provided for herein.

Section 3. Seniority Preferences: It is the sense of this Agreement that seniority as hereinafter set forth shall entitle employees to preference in selection of vacation time, promotions, transfers, layoffs, and recalls in bargaining unit jobs.

## Article VIII - Continued

Section 4. Promotions: (a) In filling vacancies in higher paying bargaining unit jobs, seniority shall prevail where knowledge, training, ability, skill, efficiency and qualifications of employees in lower paying jobs are equal.

(b) Nothing herein contained shall limit in any way the Company's right to sole exercise of its discretion in promotions to non-bargaining unit jobs.

(c) Should employees hereafter be promoted or transferred into a bargaining unit job, and, in the Company's judgment prove incapable of holding such position, they shall be allowed to return to their former position without prejudice, and the Company shall be free to restore the status of all individuals affected thereby.

(d) When employees do higher-rated work, they shall be paid the higher rate; upon restoration to their old job they shall be paid their old rate.

(e) All job vacancies shall be posted, and the Secretary of the Union shall be notified. The Company may fill such positions temporarily. The Company shall immediately post a notice setting forth the classification, job duties and requirements, hours and days of work, whether or not it is a shift job, and wage rate of the job to be filled permanently, and permanent employees shall have first consideration. Copies of applications are to be filed with the Secretary of the Union. Notices are to remain posted as per the letters of intent "Filling Vacancies at Central and Camden and Harrison Gas Plants", dated 5/1/96

Section 5. Transfer: (a) 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 permanent, employees and the Union shall be notified and the employees shall receive the final rate of the new classification or their old rate, whichever is lower.

(b) The rate for employees who can no longer perform their regular work because of partial disability resulting from a Company accident or from normal natural causes, but who can perform other useful work, will be as set forth in the formula for partially incapacitated employees, hereto annexed.

Section 6. Layoff: (a) When in the Company's judgment a decrease in the number of employees in a given job classification is necessary or practicable, the employee in that job classification with the least seniority shall be offered employment in the next lower job classification in the promotion line, at the rate of pay applicable for that classification. The junior employees in the lower classifications shall have the same rights against employees in further lower classifications. Employees laid off shall be those refusing such lower classification employment, or the junior employee in the lowest job classification in the promotion line. When employees are assigned to a lower classification as set forth in this Section they shall retain their old rate of pay for 90 calendar days and then shall receive the maximum rate of the lower classification or their old rate, whichever is lower. Shop stewards in the various departments shall be the last persons laid off, providing they are qualified and capable of performing the remaining work.

## Article VIII - Continued

(b) When additional employees are needed in the Central Gas Plant or the Camden Gas Plant or the Harrison Gas Plant or the Linden S.N.G. Plant the employees who have been laid off within a one-year period shall be offered the jobs before they are filled by the promotion of employees with less seniority or by the hiring of new employees, provided that such employees meet the minimum job requirements. Recall shall be in inverse order of lay-off. A notification shall be sent to them by registered mail, to the latest mailing address supplied to the Company, and copies of the notification shall be supplied to the local Union. The Company shall be notified within seventy-two hours after receipt of the notice, of the desire of the former employee to accept the offer of the job and that the former employee will start work not later than two weeks after the receipt of the notice. The foregoing does not preclude the hiring of new employees to fill the jobs temporarily until the former employees can be obtained.

(c) When employees are recalled, the Company shall have the right, at its option, to require a physical examination at Company's expense. In the event the examination reveals that any employee is not physically capable of performing their old work, the Company, in its discretion may refuse to return said employee to work.

(d) The Company, may by mutual consent, place supervisors or confidential employees, in bargaining unit jobs from whence they came, laying off employees in those jobs with least seniority, who shall have their job rights as against junior employees in a lower classification, as previously set forth.

(e) When permanent employees are laid off, the Company shall give not less than fourteen (14) working days' notice thereof, or fourteen (14) days' pay or any portion thereof, at straight time rates in lieu thereof. If employees so notified have an opportunity to take another position during this fourteen (14) day period, they shall be permitted to leave sooner without loss of seniority, but shall not be paid for the balance of the fourteen (14) day period.

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

Section 7. Use of Grievance Procedure: Any alleged violations of the foregoing promotion, transfer, and layoff procedure may be processed by the Union as a grievance, beginning at the Second Step of the grievance procedure.

Section 8. Seniority List: For the purpose of indicating the seniority of employees now in the bargaining unit, the Company will prepare a seniority list from its service records and submit the same to the Union within sixty (60) days after the execution of this Agreement. This list shall be deemed correct, except as to those parts to which the Union files written objections within thirty (30) days.

**Article IX**  
**WORKING CONDITIONS**

Section 1. Wearing Apparel: The Company agrees to furnish employees with work gloves free of charge, old gloves to be turned in for new. In addition, the Company will furnish all tools and equipment, including rain coats and over-boots for outside jobs required to be performed in inclement weather. When tools and equipment are provided by the Company, employees receiving them will be held responsible for their return in good condition, ordinary wear and tear and reasonable loss excepted. The Company will provide a suitable and safe space for storing tools and equipment furnished to employees.

Section 2. Meal Allowance:

(a) The Company agrees to pay the employees the sum of \$14.50 for meal allowance, for working more than two (2) hours before scheduled working hours, or more than two (2) hours after scheduled working hours and every five (5) hours overtime worked thereafter. For purposes of overtime meal computation only, the first eight (8) hours worked on an off day shall be deemed the scheduled hours of work for that day. The meal allowance shall be increased to \$15.35 effective May 1, 2024; \$16.20 effective May 1, 2025; and \$17.05 effective May 1, 2026.

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

(b) When employees, other than shift employees, who have a regularly scheduled meal period are required to work through such a meal period, an equal meal period shall be assigned within one (1) hour before or after the regularly scheduled meal period. In the event that the Company cannot provide the meal period as above set forth, it shall pay employees one and one-half times their straight time rate for the meal period lost, and shall provide a meal period at such other time as soon as possible. Shift employees shall eat their meals at the job location, and relieve each other on the job ready for work.

(c) When employees are called out to work in accordance with the provisions of Article VII Section 3, they shall be furnished with a meal, or given the meal allowance specified in Section 2(a) above, after five (5) hours of work, and an additional meal or meal allowance for each additional five (5) hours of overtime worked thereafter.

Section 3. Travel Allowance:

(a) The Company agrees to give its established traveling allowances to any employees temporarily assigned to another plant, or to outside work at a distance from their normal work place. The Company will endeavor to give employees as much advance notice as possible when a change in reporting locations is required.

(b) Employees assigned to report directly to locations other than Central Gas Plant/New Brunswick District, Camden Gas Plant/Audubon District), or Harrison Gas Plant/Orange District, will be paid the following travel allowances. Employee travels on own time.

**Article IX - Continued**

Remote Reporting with Personal Car

Allowance - (One-way distances from normal work location)

Up to 10 miles	\$17.58
Over 10 to 21 miles	\$28.76
Over 21 to 35 miles	\$47.80
Over 35 to 55 miles	\$75.17
Over 55 miles	\$75.17 + IRS Limit/mile in excess of the 55 mile limit

In addition to the above allowances, reimbursement for highway tolls will be allowed (receipt required).

Overnight Stays

1. Motel Accommodations - Company to pay for room at actual cost. Two (2) employees shall share a room.

2. Meal Allowance -	Breakfast and Lunch	\$ 12.50
	Dinner	\$ 14.00

This remote reporting procedure will not be used for normal operating assignments.

Section 4. Wash Up Time: The Company agrees to allow employees who need not be relieved, to stop work ten (10) minutes before the regular quitting time to put away their equipment, and five (5) minutes before lunch time in order to wash up.

Section 5. Assignment Out of Plant: The Company agrees not to assign, transfer or send employees from their normal work places to other plants of the Company to act as strike breakers against their will, on account of labor disturbances in such other plants.

Section 6. Benefit Plans: The Group Life Insurance Plan, Disability Benefits Plan, Death Benefits Plan and Pension Plan of the Company as in effect on May 1, 2023 shall continue for the duration of this Agreement. Permanent employees are those listed on the records of the Company as such.

Section 7. Rest Allowance: No employee shall be required to work more than 16 consecutive hours in any 24-hour period with time out for meals, except in an emergency. Employees who have worked 16 or more consecutive hours must take an 8-hour rest period before returning to work, except in an emergency.

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



## Article IX - Continued

Section 8. Deleted during May 1, 2023 negotiations. Refer to the “Flame Retardant Clothing Allowance” agreement dated May 15, 2023 in Schedule B.

Section 9. Rights of Veterans: Permanent employees honorably discharged from military service shall be restored to employment if they are still qualified in accordance with any governmental laws or regulations pertaining thereto. Employees displaced thereby shall be reduced to their former classification at the rate for said former classification, and so on, in the manner provided in Article VIII, Section 6 (a).

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

Section 10. The Company will pay for the licenses required by Central Gas Plant and Camden Gas Plant and Harrison Gas Plant for plant operation. The Company will also pay for a reasonable amount of time required to take the initial examination for each grade of license required.

### Section 11. Tuition Aid:

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

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

Courses taken on a pass/fail basis will be reimbursed at 100% if passed.

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

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

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

## **Article IX - Continued**

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

### **Article X WAGES**

#### Section 1. Wage Increases:

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

(b) The individual wage rate of each employee shall be increased by 4.00% over his/her individual rate as of April 30, 2023, computed to three decimal places, adjusting the third decimal place higher if the fourth decimal digit is other than zero.

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

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

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

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

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

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

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

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

## **Article X - Continued**

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

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

Section 2. Progressions: Progression within wage rate ranges shall be in automatic six months service steps, from the date of entry into the job, or from the date of the employee's last progression increase, but in no event shall it exceed the maximum for the job. The Company's obligation to continue such progressions shall survive the expiration of this contract, as long as wage Schedule "A", hereto annexed, is in effect.

## **Article XI VACATIONS, TIME OFF, AND LEAVES OF ABSENCE**

Section 1. Vacation Allowance: All employees having ten (10) months or more of service prior to May 1st shall be entitled to two (2) weeks vacation in that year, with ten (10) days pay of eight (8) hours each, at the regular straight time rate. Those permanent employees who have had a shorter period of service shall have one day's vacation with pay of eight (8) hours, at the regular straight time rate for each month of service, starting with one (1) day if employed in April of the year, two (2) days if employed in March of the year, and so forth, up to a maximum of ten (10) days if employed in July of the previous year. However, employees who leave the Company for any reason, prior to six (6) months of service, shall not be entitled to any vacation.

Employees who will have attained six (6) years of service prior to October 1st shall be entitled to three (3) weeks vacation in that year, with fifteen (15) days pay of eight (8) hours each, at the regular straight time rate. Employees who will have attained fifteen (15) years of service prior to October 1st shall be entitled to four (4) weeks vacation in that year, with twenty (20) days pay of eight (8) hours each at the regular straight time rate. Employees who will have attained twenty-two (22) years of service (21 effective May 1, 1991) prior to October 1st shall be entitled to five (5) weeks vacation in that year, with twenty-five (25) days pay of eight (8) hours each at the regular straight time rate. Employees who will have attained thirty (30) years of service prior to October 1st shall be entitled to six (6) weeks vacation in that year, with thirty (30) days pay of eight (8) hours each at the regular straight time rate.

Effective July 1, 2024

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

**Article XI - Continued**

Effective January 1, 2025

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

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

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

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

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

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

Section 2. Time of Vacation: (a) The Company will establish vacation schedules for a period between March 1st and November 30th. In establishing such schedules, the Company will respect the wishes of employees as to the time of taking their vacations, in so far as the needs of the plant operations will permit. In resolving conflicts among preferences, the principle of seniority will prevail. Where an employee is entitled to a vacation in excess of

## Article XI - Continued

two weeks, the Company may schedule that vacation in excess of the two weeks at a time other than the March 1st - November 30th period.

(b) Employees who are unable to take their vacation during the current calendar year, due to illness or injury, will have that vacation rescheduled in the following year within thirty days after their return to work, and take it as soon as practicable, providing that operating conditions permit.

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

(c) Vacation schedules shall be posted on department bulletin boards not less than thirty (30) days in advance of the normal vacation period.

(d) Deleted as a result of May 1, 2023 negotiations. Refer to Article XI, Section 1 for vacation carryover rules.

(e) When operating conditions permit, an employee may elect to take single vacation days between March 1st and November 30th, not to exceed 3 days per year.

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

Section 3. Vacation Upon Death: Upon the death of an active permanent employee, the Company will pay the balance of any untaken regular vacation plus any accrued vacation to which the deceased employee may be entitled, but no less than a payment of fifteen (15) days pay of eight (8) hours each, to the heirs or estate of the deceased employee.

Section 4. Vacation When Leaving the Company: Employees having more than six months of service who leave the Company for any reason shall be given vacation pay if they work up to the date of separation. The vacation granted in such cases shall be as defined in Section 1. above.

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

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

Section 5. (Deleted)

Section 6. Holiday Vacation Allowance: Should a holiday fall during the vacation period of any employee, said vacation period shall be extended by one (1) day, or in lieu

## Article XI - Continued

thereof, at the Company's option, the Company may pay said employee eight (8) hours straight time pay.

Section 7. Time Off: (a) Employees shall be granted time off with pay for the following purposes, and for the periods specified: Three (3) calendar days from time of marriage of the employee; Three (3) regularly scheduled work days due to the death of a member of the employee's family that either begin with the day of death or conclude with the day of burial, exclusive of holidays as defined in Article VI, Section 1, as requested by the employee. "Family" is defined as father, mother, sister, brother, wife, husband, child, mother-in-law, father-in-law, or any relative residing with the employee. Where the deceased was the grandfather, grandmother or grandchild of the employee, the employee shall be given 1 day off between death and burial.

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

b) In each of the above cases the employee shall be given pay for eight (8) straight time hours for each paid day of absence.

Section 8. Jury Duty: Permanent employees shall be allowed time off without loss of scheduled pay for Jury Duty. Should the time spent on Jury Duty amount to less than half-day periods, the employee shall report for work the other half day. Employees called to Jury Duty shall give sufficient notice in order to be entitled to this allowance.

When Jury Duty is required for three or more days in the payroll week, upon starting the first day of Jury Duty, shift or scheduled employees shall be temporarily reassigned to the day shift with Saturday and Sunday as days off.

Days off under the regular schedule may be changed to Saturday and Sunday prior to the first day of Jury Duty if necessary for the employee to have two days off in the payroll week.

When Jury Duty is required for only one or two days in the week, days off shall be changed only when the days of jury service coincide with the employee's scheduled days off. If the employee is assigned to other than the day shift, he/she will be excused from work on the days of Jury Duty.

Section 9. Leave of Absence: Employees shall be granted a leave of absence, without pay, after reasonable notice to the Company and provided that the conditions of work at the time are such that their services can be spared. The leave of absence shall be one (1) week for each full year of service up to and including a maximum of thirteen (13) weeks in any consecutive five-year period. Employees to number not more than two (2) shall be permitted a leave of absence up to one (1) year, on request, for Union business. During such leave of absence seniority shall accumulate. If employees overstay or accept employment elsewhere

## **Article XI - Continued**

during such leave without the consent of the Company, their employment with the Company shall be thereby terminated.

Section 10. Severance Pay: For the duration of this Agreement, but without commitment or liability thereafter, permanent employees who have completed one year or more of continuous service and who are laid off because no further work can be found for them in any job classification in the Company, shall be given an allowance of two weeks base pay for each full year of continuous service. This allowance shall be in addition to any vacation pay given the separated employee.

It is understood, however, that employees shall be entitled at any one lay-off time to only such severance pay as has not been previously paid them, at the rate of two weeks base pay for each year of service.

During the first three months following a termination of employment when an employee receives severance pay (Separation Allowance), the Company will pay 100% of the cost of COBRA medical benefits coverage for the employee and enrolled family members provided the employee elects such coverage and does not obtain other employer sponsored health benefits coverage. The Company shall have the right to request a Waiver and Release from the participant prior to a payment of Separation Allowance and if not approved by the employee, no benefits are paid. Such Waiver and Release does not prevent the filing of a grievance or arbitration on the part of the Union.

Employees shall have the right to refuse the offered job in a work location other than Central, Camden, or the Harrison Gas Plant and accept the above specified severance pay instead. The acceptance of severance pay in such instances shall be deemed a waiver of any recall rights.

## **Article XII GRIEVANCE PROCEDURE**

Section 1. Grievances: Should any dispute or difference arise between the Company and the Union or its members as to the interpretation, application, or operation of any provision of this Agreement, both parties shall endeavor to settle same in the simplest and most direct manner. The procedure shall be as follows (unless any step thereof is waived by mutual consent):

Section 2. Grievance Steps: (a) FIRST: Between the Shop Steward and the immediate supervisor within ten (10) working days after the event giving rise to the grievance has occurred. If the grievance is not settled to the mutual satisfaction of both parties, then within five (5) working days;

(b) SECOND: The Union through its Grievance Committee may request a meeting concerning the grievance with the Manager M&R / Gas Plants or representative. The grievance shall be in

## Article XII - Continued

writing. The Manager M&R / Gas Plants or representative shall meet with the Union Grievance Committee, not to exceed three (3) in number, within five (5) working days after the request or at such other time as is mutually acceptable, to discuss the grievance. A representative of Local 855 may attend this meeting. A reply to the grievance shall be given, if possible, at the meeting in which it is presented but not later than five (5) working days after the meeting. If the grievance is not settled to the mutual satisfaction of both parties, then within five (5) working days after the answer is received;

(c) THIRD: The Union through its Grievance Committee, in writing, may request a meeting with the VP – Gas Operations or designated representative. The Company shall meet with the Grievance Committee within five (5) working days after the request, or at such other time as is mutually acceptable, to discuss the grievance. The Company's answer to the grievance shall be delivered to the Union within ten (10) working days after the meeting.

(d) FOURTH: If the grievance is not settled at the Third Step then the matter may be referred to arbitration within thirty (30) days after the Third Step answer is received.

Section 3. Arbitration: The Arbitration Board shall consist of not more than one representative of the Union, and not more than one representative of the Company plus a third member. The third member shall be selected in accordance with the rules of the Federal Mediation and Conciliation Service. The Board, so constituted, shall without delay, hear the evidence and render its majority decision.

Section 4. Adjustments In Writing: All adjustments of grievances between the Company and the Union shall be in writing, and signed by both parties, and copies thereof sent to the Company, the Union, and the party or parties involved.

Section 5. Grievance Committee Membership: The Recording Secretary of the Union shall furnish the Company with a list of the members of the Grievance Committee and departmental representatives.

In the event such members are from time to time changed, then the Recording Secretary of the Union shall send the Company a list of such changes.

Section 6. Compensation for Grievance Time: If the attendance at meetings set by the Company or its representatives, for adjustment or settlement of differences, or grievances require any department representative, or any member of the Grievance Committee to leave work, such member or members shall receive straight time hourly pay, while engaged in attending such meetings, for the hours lost from work. However, it is understood that any employee not scheduled for work during the hours of discussion of grievances shall not be paid for time devoted to such discussion or negotiation, and for the purposes of compensation the Union agrees that its representatives shall number not more than three (3) for grievance and negotiation meetings. For negotiation meetings involving corporate items, one representative from Central, Camden, Harrison, and Linden S.N.G. Plants may attend.



**Article XIII  
EMPLOYEE DISCIPLINE**

Section 1. Right to Discipline: (a) The Company may discharge or discipline employees for just cause. Should employees be laid off or discharged, they shall be entitled to a hearing, starting with the second step of the grievance procedure, and the case shall be disposed of promptly. If it is determined that the lay-off or discharge is in violation of the terms of the Agreement, employees shall be restored to their former positions and status without loss of pay.

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

**Article XIV  
MISCELLANEOUS**

Section 1. Payroll Data: The Company agrees to furnish the Recording Secretary of the Union with the rates of pay of all hourly rated employees in the bargaining unit, sixty (60) days prior to the expiration of this contract.

Section 2. Management Trainees: A reasonable number of management trainees may be assigned work at different occupations within the bargaining unit, in any department, as part of a training period, and while so employed, shall not be affected by provisions of this Agreement, or replace a bargaining unit employee.

Section 3. Notices: All notices required hereunder to be given to the Union or the Company shall be in writing by registered mail return receipt requested. It shall be deemed completed by and at the time of mailing. Notices to the Company shall be addressed to the Manager M&R / Gas Plants or designee at Public Service Electric and Gas Company, Central Gas Plant, Edison Twp., New Jersey, and Camden Gas Plant, Camden, New Jersey, and Harrison Gas Plant, Harrison, New Jersey and Linden S.N.G. Plant, Linden, New Jersey. Notices to the Union shall be addressed to the Recording Secretary, 261 East Main Street, Somerville, NJ 08876. Both parties by such written notice shall advise the other of the names and addresses of the officers referred to above, and from time to time of any changes of addresses of such officers.

Section 4. Entire Agreement Written: It is understood that this written Agreement incorporates the entire agreement of the parties, and that there are no verbal, oral, or other written understandings, representations, warranties, or grievances between the parties hereto, or any individual employee. Any changes, additions, or agreements of interpretation hereto shall not be effective unless in writing, and signed by the parties hereto.

Section 5. Outside Contractors: When building or construction of the type customarily performed by the Building Trades Unions of the A.F.L. is contracted out, preference shall be given to qualified contractors employing members of these Trades Unions, provided that nothing herein shall require the Company to violate Federal, State, or Municipal regulations, to delay the work, or to employ a contractor either not readily available or not equipped to do

## Article XIV - Continued

the work. It is further stipulated and agreed that if the Company is unable to obtain a qualified contractor under the specifications outlined above or feels that it is called upon to bear unreasonable cost, the matter shall become the mutual concern of the Vice President - Gas Distribution, or designated representative of the Company and the Business Manager or designated representative of the Public Utility Construction and Gas Appliance Workers of the State of New Jersey, Local 855 of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry, A.F.L.-C.I.O., and they shall cooperate to adjust the matter with due regard to all factors involved.

Section 6. Termination: This contract shall remain in full force and effect until April 30, 2027, inclusive, and shall continue from year to year after April 30, 2027, unless either party shall notify the other at least sixty (60) days prior to its expiration, or prior to the expiration of any said continuance thereof that it desires to terminate, supplement, amend or added to the same. In the event either party desires to change, add to, amend, or supplement the contract, a specific itemization of such requested changes shall be served sixty (60) days prior to the expiration date of this contract, or the expiration date of any continuance thereof, and provided further, however, that changes may be made at any time by mutual consent.

Section 7. Payment of Wages: At the option of employees, wages shall be paid through one of the following options:

- (a) Electronic Funds Transfer and bank deposits.  
Employee to complete necessary consent forms.
- (b) Via U.S. Mail Service to a specified address.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above mentioned.

**PUBLIC SERVICE ELECTRIC AND GAS COMPANY**

Attest:

S/Steven H. Banks  
Director, Labor Relations

S/Christopher M. Munyan  
Labor Relations Manager

S/Elizabeth Gamboa  
Manager, M&R and Gas Plants

**PUBLIC UTILITY CONSTRUCTION AND GAS APPLIANCE WORKERS OF THE STATE OF NEW JERSEY, LOCAL 855, OF THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY, AFL-CIO**

Attest:

S/Gregg Murray  
Business Manager/Financial  
Secretary-Treasurer

S/Floyd Bligh  
President

S/Daniel Hickey  
Business Agent

S/Daniel Martire  
Business Agent

**NEGOTIATING COMMITTEE**

S/Gregg Murray  
S/Floyd Bligh  
S/Hector Morales  
S/Daniel Hickey  
S/Daniel Martire  
S/Walter Cassel III  
S/Wilbur Neal  
S/Christopher Warner  
S/Albert Dipsey  
S/Lucas Bortner  
S/Robert Costa II  
S/James Loughlin  
S/Brian Wojno  
S/Jarrett Magnotta

**SUBJECT MATTER EXPERTS**

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

\* The parties have reached agreement on January 7, 2010 to extend the existing labor Agreements with UA Local 855 effective May 1, 2005 through April 30, 2011 as per page 44.

\*\*The parties reached an agreement on a contract extension that will become effective May 1, 2013 and will expire on April 30, 2017. The parties agree that all of the terms and conditions of the CBA dated May 1, 2005 and as amended by the Extension Agreement that took effect May 1, 2011 will remain in force until April 30, 2017 with the following exceptions as per page 48.

\*\*\*The parties reached an agreement on a contract extension that will become effective May 1, 2017 and will expire on April 30, 2021 as per page 52.

\*\*\*\*The parties reached an agreement on a contract extension that will become effective May 1, 2021 and will expire on April 30, 2023 as per page 55.

**SCHEDULE "A"**  
**RATES EFFECTIVE MAY 1, 2023**  
**UA LOCAL 855**

		6 MO.	6 MO.	6 MO.	6 MO.	6 MO.	6 MO.	MAX.	LOCK IN PERIOD
8313	SENIOR MECHANIC					49.580	50.772	52.358	
8314	GENERAL MECHANIC 1/C (1)				44.951	46.085	47.315	48.428	
8330	MECHANIC OPERATOR	28.781	31.055	32.238	33.430	34.545	35.710		5 Years
			36.869	37.989	39.171	40.394	41.504	42.638	
8360	LABORATORY TECH. (2)		43.811	44.951	46.085	47.315	48.428	49.580	

(1) WHEN ASSIGNED TO PERFORM CERTIFIED WELDING, GENERAL MECHANICS 1/C WILL RECEIVE A PREMIUM RATE OF ONE PAY STEP ABOVE THEIR EXISTING RATE, NOT TO EXCEED ONE STEP ABOVE THE MAXIMUM RATE OF THE CLASSIFICATION.

(2) WHEN ASSIGNED IN THE ABSENCE OF THE PLANT CHEMIST TO WORK WITH AND DIRECT EMPLOYEES IN THE PERFORMANCE OF THEIR DUTIES, WILL RECEIVE ONE PAY STEP ABOVE HIS/HER INDIVIDUAL RATE.

**SCHEDULE "A"**  
**RATES EFFECTIVE MAY 1, 2024**  
**UA LOCAL 855**

		6 MO.	6 MO.	6 MO.	6 MO.	6 MO.	6 MO.	MAX.	LOCK IN PERIOD
8313	SENIOR MECHANIC					51.068	52.296	53.929	
8314	GENERAL MECHANIC 1/C (1)				46.300	47.468	48.735	49.881	
8330	MECHANIC OPERATOR	29.645	31.987	33.206	34.433	35.582	36.782		5 Years
			37.976	39.129	40.347	41.606	42.750	43.918	
8360	LABORATORY TECH. (2)		45.126	46.300	47.468	48.735	49.881	51.068	

(1) WHEN ASSIGNED TO PERFORM CERTIFIED WELDING, GENERAL MECHANICS 1/C WILL RECEIVE A PREMIUM RATE OF ONE PAY STEP ABOVE THEIR EXISTING RATE, NOT TO EXCEED ONE STEP ABOVE THE MAXIMUM RATE OF THE CLASSIFICATION.

(2) WHEN ASSIGNED IN THE ABSENCE OF THE PLANT CHEMIST TO WORK WITH AND DIRECT EMPLOYEES IN THE PERFORMANCE OF THEIR DUTIES, WILL RECEIVE ONE PAY STEP ABOVE HIS/HER INDIVIDUAL RATE.

**SCHEDULE "A"  
RATES EFFECTIVE MAY 1, 2025  
UA LOCAL 855**

		<b>6 MO.</b>	<b>6 MO.</b>	<b>6 MO.</b>	<b>6 MO.</b>	<b>6 MO.</b>	<b>6 MO.</b>	<b>MAX.</b>	<b>LOCK IN PERIOD</b>
8313	SENIOR MECHANIC					52.600	53.865	55.547	
8314	GENERAL MECHANIC 1/C (1)			47.689	48.892	50.198	51.378		
8330	MECHANIC OPERATOR	30.535	32.947	34.203	35.466	36.650	37.886		5 Years
			39.116	40.303	41.558	42.855	44.033	45.236	
8360	LABORATORY TECH. (2)		46.480	47.689	48.892	50.198	51.378	52.600	

(1) WHEN ASSIGNED TO PERFORM CERTIFIED WELDING, GENERAL MECHANICS 1/C WILL RECEIVE A PREMIUM RATE OF ONE PAY STEP ABOVE THEIR EXISTING RATE, NOT TO EXCEED ONE STEP ABOVE THE MAXIMUM RATE OF THE CLASSIFICATION.

(2) WHEN ASSIGNED IN THE ABSENCE OF THE PLANT CHEMIST TO WORK WITH AND DIRECT EMPLOYEES IN THE PERFORMANCE OF THEIR DUTIES, WILL RECEIVE ONE PAY STEP ABOVE HIS/HER INDIVIDUAL RATE.

**SCHEDULE "A"**  
**RATES EFFECTIVE MAY 1, 2026**  
**UA LOCAL 855**

		6 MO.	6 MO.	6 MO.	6 MO.	6 MO.	6 MO.	MAX.	LOCK IN PERIOD
8313	SENIOR MECHANIC					54.178	55.481	57.214	
8314	GENERAL MECHANIC 1/C (1)				49.120	50.359	51.704	52.920	
8330	MECHANIC OPERATOR	31.452	33.936	35.230	36.530	37.750	39.023		5 Years
			40.290	41.513	42.805	44.141	45.354	46.594	
8360	LABORATORY TECH. (2)		47.875	49.120	50.359	51.704	52.920	54.178	

(1) WHEN ASSIGNED TO PERFORM CERTIFIED WELDING, GENERAL MECHANICS 1/C WILL RECEIVE A PREMIUM RATE OF ONE PAY STEP ABOVE THEIR EXISTING RATE, NOT TO EXCEED ONE STEP ABOVE THE MAXIMUM RATE OF THE CLASSIFICATION.

(2) WHEN ASSIGNED IN THE ABSENCE OF THE PLANT CHEMIST TO WORK WITH AND DIRECT EMPLOYEES IN THE PERFORMANCE OF THEIR DUTIES, WILL RECEIVE ONE PAY STEP ABOVE HIS/HER INDIVIDUAL RATE.



**STATEMENT OF POLICY FOR HANDLING  
PARTIALLY INCAPACITATED EMPLOYEES**

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

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

In no case shall the adjusted rate be greater than the employee's present rate.

EXAMPLES

	A	B	C	D	E
Present Rate	29.346	29.346	26.796	26.796	27.440
Maximum Rate for New Job....	22.922	21.636	22.922	21.636	19.049
Difference	6.424	7.710	3.874	5.160	8.391
Present Age	60	50	46	56	55
Years of Service	30	25	18	28	25
Adjusted Rate	29.346	27.003	24.782	26.177	25.762

Seniority provisions of the Agreement are hereby waived so that employees may be assigned to work which they can perform. Such assignment or transfer does not constitute an increase in the Company's normal working force.

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

TYPICAL CALCULATIONS - EXAMPLE "D"

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

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

**SCHEDULE B**  
**LETTERS OF INTENT**  
**PUBLIC SERVICE ELECTRIC AND GAS**  
**COMPANY**  
80 Park Plaza, Newark, New Jersey 07101

May 1, 1996

**JOB SECURITY**

During negotiation of the Agreement between the parties, the Company stated that in the event of a layoff or curtailment, it would endeavor to retain the wage rate of employees with eighteen (18) or more years of service unless prudent financial judgment indicates such a policy cannot be supported at the time.

It is understood that the implementation of this policy may require transferring such employees to different job classifications.

This policy does not pertain to employees that have been promoted to temporary positions.

During negotiation of the Agreement effective May 1, 1996 the Company stated it did not foresee the need for a layoff during the term of the Agreement. In the event of any unforeseen situation where the need for a layoff arises, the Company and the Union will meet immediately with the intention of working together to preclude the need for a layoff.

S/ R. F. Henrich

S/ Patrick D. Ryan

**Explanation of Revision:** Letter dated 5/1/89 revised to add last paragraph.

May 1, 1996

**TEN HOUR WORK SCHEDULE PROGRAM**  
**CENTRAL AND CAMDEN AND HARRISON GAS PLANTS**

The Company and the Union have agreed to implement a Monday through Friday work schedule which consists of four ten hour work days for the Central and Camden and Harrison Gas Plants. This program will begin on or near May 5, 1996 and continue at least through November 3, 1996. Thereafter, the schedule will be implemented each year from approximately April through October, unless the Company has a need to continue it beyond October and has discussed this need with the Union.

After November 3, 1996 either party may notify the other in writing of their decision to terminate the program on a permanent basis and the four ten hour day schedules shall cease

within ten working days of such notice. However, if no such notice is served by either party by May 4, 1997 the above program will become permanent.

It is the intention of the parties to work together to resolve any unforeseen problems which may arise in administering this program. To that end, the Company and Union will meet at the request of either party to ensure that the program works effectively and in accordance with the good faith intention of this agreement and the principal Agreement.

The following summarizes the principle differences of administration between the current eight (8) hour workday and the proposed ten (10) hour workday schedule.

The workweek shall consist of four (4) consecutive ten (10) hour workdays from either Monday-Thursday or Tuesday-Friday.

The workday shall be 6:30 AM to 5:00 PM with a 1/2 hour lunch period.

The regular workweek will be either Monday through Thursday or Tuesday through Friday.

The specific schedules will initially consist of three employees on each schedule as determined by the employees based on seniority.

The weekday off and Saturday shall be considered the first day of rest. Sunday shall be considered the second day of rest.

During the 10 hour work schedule, overtime shall be paid at the appropriate rate for hours worked outside the schedule.

Holiday pay shall be administered as follows:

Employees are entitled to a holiday off with regular pay (10 hours) if the holiday is observed on one of the regularly scheduled basic workdays within their basic 4-day workweek. When such employees are required to work on a holiday which is observed on one of their regularly scheduled basic workdays within the basic 4-day workweek, they shall be given the regular holiday pay and, in addition, one and one-half times for all time worked within their regularly scheduled working hours on the holiday. Hours worked outside of the regularly scheduled working hours on a holiday observed on one of the employees' basic workdays within their basic 4-day workweek shall be paid for at two and one-half times.

Employees shall be given the regular holiday pay for 8 hours at straight time when any of the holidays are observed on their days of rest. When employees are required to work on a holiday that is observed on their days of rest, they shall be given the regular holiday pay and, in addition, one and one-half times for all time worked within the regularly scheduled working hours on the holiday.

All other hours worked on a holiday observed on an employee's day of rest shall be paid at two and one-half times. The provisions of this Subsection supersede the provisions of Article VI, Section 2.

Days off for "Death in Family" and "Marriage of the Employee" shall be paid at the rate of 10 straight time hours of pay.

Vacation and disability benefits accrue on an equivalent hour basis. Vacation and illness absences on a 10 hour workday will be paid and charged on an hourly basis. Additional part day personal absences taken to round off vacation entitlement hours to obtain full vacation days, shall not be charged to an employee's availability.

Jury duty shall be administered in accordance with existing rules and Article XI, Section 8 of the Agreement. If called to jury duty on a scheduled day off, the employee will be excused with pay on the next work day.

Employees assigned to meetings or training for more than two (2) days will be returned to the eight (8) hour five (5) day work schedule for the duration of such meeting or training. Training within the Central and Camden and Harrison Gas Plant facilities will be performed under the ten (10) hour work schedule.

S/R.F. Henrich

S/ Patrick D. Ryan

**Explanation of Revision:** Letter dated 5/1/96 revised to include Harrison Gas Plant.

May 1, 1996

#### **ADDITIONAL PAY STEP FOR SENIOR MECHANIC CLASSIFICATION**

During Negotiation of the Agreement, it was agreed to add one pay step to the 8313 – Senior Mechanic classification. The Senior Mechanic shall in general supervise one or more employees and possess the experience and qualifications to be Supervisor overseeing the contractor installation of transmission and M&R facilities and performing or directing the maintenance of same.

S/R.F. Henrich

S/Patrick D. Ryan

February 22, 2001

#### **HARRISON GAS PLANT/LINDEN S.N.G. AGREEMENT**

This Agreement acknowledges that as of January 2, 2001, the Company hereby recognizes U.A. Local 855 (L855) as the exclusive bargaining representative for all active employees in

the current Consolidated Gas Workers Union of New Jersey (COW) at the Harrison Gas Plant/Linden S.N.G. This further confirms that the Company is in possession of the signed authorization cards of all thirteen active Harrison Gas Plant employees which indicate their desire for the Company to recognize U.A. Local 855 as their new exclusive bargaining representative.

The Company agrees to apply to Harrison Gas Plant workers all applicable wages, hours, and terms and conditions of employment that are currently contained in its May 1, 1996, Collective Bargaining Agreement with U.A. Local 855 at the Central and Camden Gas Plants. It is recognized that appropriate actions will be taken where necessary to blend the CGW into the L855 Gas Plant Agreement so that the Central and Camden Gas Plant Agreement will apply in the same manner to the Harrison employees as it does to those assigned to the two other plants. This document identifies some of the step that the parties have agreed upon to facilitate this transition. The parties further agree to meet in good faith to resolve other issues not identified herein.

It is agreed that the current Laboratory Technician (8660) job classification found in the Consolidated Gas Workers Union of New Jersey Collective Bargaining Agreement will now be recognized by L855 at the same wage rate. The Liquid Petroleum Storage Operator (8640) and the Tar and Oil Handler (8637) will also be recognized by L855 at the current wage rates. The parties also agree to recognize Mechanic Leaders (8612) as Senior Mechanics (8313).

For clarification purposes, the parties agree that the provisions of Article IX, Section 3, Travel Allowance of the Collective Bargaining Agreement for the Central and Camden Gas Plants shall apply to the Harrison Gas Plant site and all L855 represented Gas Plant Workers. The parties will add the "Harrison Gas Plant/Linden S.N.G." into the next update of the Collective Bargaining Agreement in all applicable places, but for the purposes of this paragraph, into Section (b) of Article IX, Section 3.

The parties agree that the Harrison Gas Plant workers, where qualified, will be permitted to perform Gas Distribution work on a voluntary basis. When doing so, unless prior discussion is held, these workers will be assigned into the Orange District on overtime assignments when no other Orange volunteers exist for the assignment. The parties agree to meet in the future to further discuss L855 represented Gas Plant workers performing work at Gas Distribution locations.

The parties also agree to abide by the petty cash reimbursement procedures found in L855's Collective Bargaining Agreement with the Appliance Service Business and Gas Distribution groups, for all the L855 represented Gas Plant workers at Harrison, Central and Camden Gas Plants. Specifically, the practice will allow the Company to reimburse appropriate petty cash expenses directly into employees' paychecks. All language found in the above referenced Collective Bargaining Agreement under Schedule D, Letter of Intent, entitled "*Electronic Funds Transfer/Mailing of Paychecks and Petty Cash Reimbursements*" shall apply.

All other practices currently in effect at the Harrison Gas Plant/Linden S.N.G., e.g. snow removal procedures, vehicle maintenance, janitorial services, will remain the same. It is the

parties' intent to maintain a peaceful coexistence with the Appliance Service Business and Gas Distribution IBEW represented workers at the Harrison location.

Regarding Coffee Break rules, the parties agree to extend to all L855 represented Gas Plant workers the same options afforded to other L855 workers in 1996, as outlined in the Schedule D letter between the parties on this topic.

S/Robert H. Callahan

S/A.S. Pezzulo

July 20, 2004

**PILOT PROGRAM  
GAS PLANT EMPLOYEES ASSISTING IN TRANSMISSION DEPARTMENT**

This confirms an agreement to a pilot program to utilize the gas plant employees' skills and talents in assisting the Transmission Department in routine maintenance work. This Agreement does not prejudice either party with respect to their positions regarding work to be assigned.

It is agreed that the Union will not participate in this pilot program while contractors are performing work normally performed by gas plant employees in their home location.

The Parties will work together to identify optimum solutions to unforeseen problems that may arise. The Company and Union will meet periodically as deemed necessary or at the request of either Party to resolve such problems.

This Agreement is effective the date of signing and will expire ninety (90) days from the first work assignment. The Parties will evaluate the effectiveness of this Program and implement changes as it is deemed necessary.

S/Robert H. Callahan

S/A.S. Pezzulo

April 26, 2005

**GAS PLANT EMPLOYEES ASSISTING IN TRANSMISSION**

This confirms an agreement to utilize gas plant employees to assist in performing routine maintenance work on gas transmission mains. This work includes assisting M&R supervisors with work on automatic gas transmission main valves. This agreement is an extension of the July 20,2004 agreement.

This Agreement is effective immediately and it is the intentions of the Parties to work together to implement this Agreement as soon as possible.

S/Robert H. Callahan

S/A.S. Pezzulo

May 1, 2005

### **ORGANIZATIONAL CHANGES**

During negotiation of the Agreement between the parties, effective May 1, 2005, it was agreed to make changes in the contract language as a result of organizational changes.

Should any dispute arise regarding these changes, the contract language in the Agreement dated May 1, 1989 shall prevail.

**Explanation of Revision:** Letter dated 5/1/96 revised due to organizational changes within the Company.

S/Robert H. Callahan

S/A.S. Pezzulo

January 11, 2007

### **FILLING VACANCIES AT CENTRAL, CAMDEN, AND HARRISON GAS PLANTS**

1. The vacancy will be posted for 10 days simultaneously at the Camden, Central, and Harrison Gas Plants.
2. For vacancies at Central Gas Plant, it will also be posted simultaneously in New Brunswick and Plainfield Districts for 10 days. Qualified bidders from the plant where the vacancy exists will be given first preference followed by bidders from the other Gas Plants and then New Brunswick and Plainfield.

For vacancies at Camden Gas Plant, it will also be posted simultaneously in Audubon, Burlington, and Trenton Districts for 10 days. Qualified bidders from the plant where the vacancy exists will be given first preference followed by bidders from the other Gas Plants and then Audubon, Burlington, and Trenton.

For vacancies at Harrison Gas Plant, it will also be posted simultaneously in Orange, Clifton, Oakland, and Oradell Districts for 10 days. Qualified bidders from the plant where the vacancy exists will be given first preference followed by bidders from the other Gas Plants and then Orange, Clifton, Oakland, and Oradell.

3. If the position is not filled by applying 1 and 2 above, the Company may hire from outside or accept the transfer request of any employee of the Company.

All successful candidates, whether UA Local 855, IBEW, OPEIU, or UWUA (via CAREERLINK posting) moving to a new gas plant location shall be required to sign a letter agreeing to waive their accumulated seniority for all intents and purposes and assume a new seniority date effective the date of their transfer.

**Explanation of Revision: *Letter dated 5/01/05 revised to provide posting of job vacancies in all Gas Plants simultaneously and to revise paragraph 3.***

S/Robert H. Callahan

S/A.S. Pezzulo

March 5, 2009

### **GAS PLANT TRAINING PROGRAM**

This letter confirms the following agreement between the parties:

The purpose of this agreement is to memorialize the newly created Gas Plant Training Program and create the new classification 8330 – Mechanic Operator which incorporates plant operations and maintenance. A revised Schedule ‘A’ effective May 1, 2008 reflecting this new job classification progression steps is attached.

Employees will be given classroom and on the job training. Timing of the on the job training will vary depending on when classroom training ends. Classroom training incorporates portions of the existing Gas Distribution and Appliance Service Apprentice training modules. On the job training will focus on Liquid Propane Plant maintenance and operation, as well as, other applicable maintenance activities.

Employees entering the Mechanic Operator classification shall be required to successfully complete the training Program within 24 months from entering the classification. Successful completion of the Program includes taking appropriate quizzes associated with portions of the classroom training and passing the written exams and the “hands on” test. A passing grade of 70% is required for all written exams.

Employees will be afforded two opportunities to pass the written and “hands on” requirements. If unsuccessful, they shall be returned to the classification from which they transferred prior to entering the Gas Plant Training Program, provided they have transferred from within the Gas Plants. Direct hires and other employees entering the program that do not meet the requirements will be discontinued.

This Agreement will be effective on the date of the signing. It is the intention of the parties to work together to implement this Agreement and to resolve any unforeseen problems. The parties will evaluate the effectiveness of this program and meet to discuss, as necessary, to ensure the success of the program.

S/Harrison J. Burd, Jr.

S/Phil DiVuolo

May 19, 2022

### **POSITIVE DISCIPLINE PROGRAM**



The parties hereby agree that the attached Positive Discipline Program is applicable to i) all current and future UA Local 855 represented employees, ii) UA Local 855 represented employees who have been issued discipline, including those with pending grievances and iii) discontinued UA Local 855 members who have been discharged from the Company and have pending grievances filed on their behalf.

\* To view PD Program in its entirety, go to [www.ualocal855.com](http://www.ualocal855.com)

S/Cornelius Wojceichowski

S/Jaclyn Gabriel

May 19, 2022

### **CORRECTIVE ACTION FOR PHISHING EXERCISE FAILURES**

The Company is committed to keeping its information systems safe from cyber threats and recognizes that employees play a critical part in reducing the avoidable risk of a cyber breach. Therefore a phishing exercise program has been established to help ensure that everyone with a Company email address understands how to recognize and properly handle a phishing message.

The parties have agreed upon the following standalone progressive corrective action program in order to correct the risky email use of employees who fail phishing exercises. This corrective action program for phishing failures has no connection to the Positive Discipline Program, including the corrective action paths that apply to employee availability, conduct, or work performance and cannot be combined in any way with actions taken in accordance with the Positive Discipline Program.

There will be periodic exercises conducted on a regular basis throughout each year for all employees with a Company email address. Those who do not pass the exercise (for example, by clicking a link, opening an attachment, and/or forwarding the email to another employee) will be subjected to the following actions:

- **Non-consecutive failure** – Employees will receive immediate on screen notice that they have failed the exercise and on screen instruction on how the failure could have been avoided. They will receive a Coaching and Counseling to correct risky email use along with notice of consequences of repeated failures.
- **Second consecutive failure** – Employees will receive immediate on screen notice that they have failed the exercise and on screen instruction on how the failure could have been avoided. An email notification of the failure and instructions to review cybersecurity training handout is sent to the individual and their supervisor for review. The employee will be required to review the training handout within 10 days of the time they fail the phishing exercise. They will be issued an Oral Reminder to correct risky email use along with notice of consequences of repeated failures.
- **Third consecutive failure** – Employees will receive immediate on screen notice that they have failed the exercise and on screen instruction on how the failure could have been avoided. An email notification of the failure and instructions to complete online

formal detailed anti-phishing training is sent to the employee and their management. The employee will be required to complete the training within 10 days of the time they fail the phishing exercise. They will be issued a Written Reminder to correct risky email use along with notice of consequences of repeated failures.

- **Fourth consecutive failure** – Employees will receive immediate on screen notice that they have failed the exercise and on screen instruction on how the failure could have been avoided. An email notification of the failure and instructions to complete online formal detailed anti-phishing training is sent to the employee and their management. The employee will be required to complete the training within 10 days of the time they fail the phishing exercise. They will be issued a Final Written Warning to give one last chance to correct risky email use.
- **Fifth consecutive failure** – The employee is discharged.

When an employee passes a phishing exercise, their record of failures will be deactivated along with any Coaching and Counseling or any formal corrective action. Any future failure action after passing an exercise will begin again at the **Non-consecutive failure** level.

The content of the phishing exercises and the training materials are at the sole discretion of the Company.

S/Cornelius Wojceichowski

S/Jaclyn Gabriel

February 2, 2022

### **GAS PLANTS LOCK-IN PERIOD**

The Company and Union hereby agree to establish a five-year lock-in period for the 8330 Mechanic Operator position. All employees and new hires who accept this position following the effective date of this agreement shall be precluded from bidding on any position outside of the Gas Plants, including positions represented by other labor unions, for a period of five years from the date of hire or transfer into a Gas Plant with only the following exception: Locked-in Gas Plant employees may bid on any MAST position.

In exchange for the lock-in period, following the effective date of this agreement, compensation for employees and new hires who accept an 8330 Mechanic Operator position shall begin with the second pay step of the respective Schedule "A" wage progression, thus bypassing pay step one.

The parties also agree that 8330 Mechanic Operators will automatically progress to the 8314 General Mechanic 1st Class position six months after reaching the top pay step of the 8330 Mechanic Operator position. The Schedule "A" wage rates for these positions are hereby amended as follows:

**SCHEDULE "A"**  
**RATES EFFECTIVE JANUARY 1, 2021**

6 MO.      6 MO.      6 MO.      6 MO.      6 MO.      6 MO.      6 MO.      MAX.

8330	MECHANIC OPERATOR	26.933	29.060	30.168	31.283	32.327	33.417	34.502	
			35.549	36.656	37.800	38.839	39.900	<del>42.065</del>	<del>43.126</del>
8314	GENERAL MECHANIC 1/C				<del>40.998</del>	42.065	43.126	44.277	45.318

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

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

S/Gregg Murray

S/Christopher M. Munyan

May 1, 2023

**E-PAY**

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

The Union agrees that all employees will receive their pay stubs through E-Pay effective January 1, 2010 or as soon as practicable thereafter. The Company will train all employees on the use of E-pay prior to the implementation. Employees will be permitted to use computers at their work location, during their own time, to gain access to HR Direct. There will be no change to employees who receive a paycheck by mail.

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

<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.

S/Gregg Murray

S/Steven H. Banks

May 1, 2023

**SAFETY FOOTWEAR**

This letter reflects agreement reached between the parties concerning the Safety Footwear Program. The Company will reimburse the cost of safety shoes, up to \$130 effective May 1, 2023, for all employees who are required by local management to individually purchase specific safety footwear.

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

	Eff. 5/1/23
For oxford type	\$85
For 6” and under 8”	\$90
For 8” and above	\$102

S/Gregg Murray

S/Christopher M. Munyan

May 1, 2023

**COFFEE BREAKS**

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

S/Gregg Murray

S/Steven H. Banks

May 15, 2023

**FLAME RETARDANT CLOTHING ANNUAL ALLOWANCE PROGRAM –  
GAS PLANT**

The Company and UA Local Union 855 have reached an agreement for eligible Gas Plant employees, as determined by the Company, to participate in the Flame Retardant Clothing Annual Allowance Program. Eligible employees will be provided with an annual flame retardant clothing allowance in accordance with the following effective the

date of this agreement letter and every January 1<sup>st</sup>, or next business day, thereafter:

- Employees will utilize an identified vendor, selected by the Company, for purchasing their clothing. An account will be established for each employee by the vendor.
- Employees will have a choice of the clothes that are listed and approved for wear by the Company in the vendor's catalog.
- An annual allotment of \$500.00 will be provided by the Company. Employees will have the ability to roll over any unused balance. (not to exceed \$1,500.00)
- Employees will be given an initial allotment of 4 pants, 4 t- shirts, 4 long sleeve shirts, 1 sweatshirt, and 1 heavy jacket.
- Employees will be required to wear the Flame Retardant Clothing during working hours.
- All Flame Retardant Clothing will be ordered through the Internet, phone or fax by the employee on their own time.
- All orders will be shipped to the employee's home address.
- All communications and returns due to size and/or defects will be completed on the employee's own time. Employees will be responsible for the cost of returns and reshipping due to size.
- Employees will submit packing slips and documentation to the Administrative Partner for processing and payment.
- Any clothing that is damaged while working on the job will be replaced at the Company's expense provided the cause is beyond normal wear and tear or negligence of the clothing.
- Employees will be responsible for cleaning their own Flame Retardant Clothing.
- Clothing shall only be altered for sizing purposes.
- Lab employees will not be eligible to participate in the Flame Retardant Clothing Annual Allowance Program.
- Employees who retire from the Company are not eligible to purchase any clothing or receive the annual allowance through the Flame Retardant Clothing Annual Allowance Program upon the effective date of their retirement.

Furthermore, the following language in Article IX, Section 8 of the Collective Bargaining Agreement will be deleted:

Section 8. The Company will provide a yearly allowance of \$408.00 in lieu of Clothes Washing Facilities or a Uniform Service. This allowance will be paid in a lump sum during the month of May each year and will be increased by the percentage agreed to for the wage increase effective May 1st in each subsequent year of the Agreement. The allowance shall be increased to \$421 effective May 1, 2006; \$435 effective May 1, 2007; \$449 effective May 1, 2008; \$464 effective May 1, 2009; and \$479 effective May 1, 2010.

S/Gregg Murray

S/Christopher M. Munyan

January 17, 2024

## **GAS PLANT JOB SPECIFICATIONS**

In an effort to update the Parties' Collective Bargaining Agreement ("Agreement"), the Company and UA Local 855 have agreed to the following as it relates to Gas Plant Job Specifications.

Effective the date of this letter, the Job Specifications Foreword and the job specifications for the 8313 Senior Mechanic, 8314 General Mechanic 1<sup>st</sup> Class, and 8330 Mechanic Operator have been amended. The updated versions, attached, will be added to the Agreement as "Schedule C – Job Specifications."

The following positions are no longer applicable due to the retirement of the manufactured gas plants and will therefore be removed from the Agreement:

- 8320 Head Boiler House Operator
- 8322 Head Compressor House Operator
- 8326 Exhaust & Blower Operator
- 8337 Tar & Oil Handler

Furthermore, the duties of the following job specifications have been consolidated under the job specification of the 8330 Mechanic Operator position, and will also be removed from the Agreement:

- 8315 General Mechanic 2<sup>nd</sup> Class
- 8329 Operating Helper
- 8340 LP Storage Operator

Lastly, it is understood that the 8360 Laboratory Technician position will not be backfilled once vacated.

### **General**

It is the intentions of the Parties to work together to implement this Agreement and to resolve any unforeseen problems. The Parties agree to meet and discuss any issues that may arise as a result of this Agreement.

Unless otherwise specified, this Agreement does not supersede any other terms of the Collective Bargaining Agreement.

S/Gregg Murray

S/Christopher M. Munyan

January 14, 2025

## **GAS PLANT TRAINING PROGRAM - ADDENDUM**

This letter confirms that the parties have agreed to revise the 2009 Gas Plant Training Program. Refer to the signed agreement for the updated program.

All other terms of the March 5, 2009 “Gas Plant Training Program” agreement letter remain unchanged and in force.

S/Gregg Murray

S/Christopher M. Munyan

January 15, 2025

### **RESPONSE TO ALARMS BY SUPERVISORS**

It is the Company’s intention that supervisory employees responding to alarms that go off at the Central, Camden, Linden or Harrison Gas Plants simply acknowledge and investigate the cause of the alarm and not perform bargaining unit work except where it is necessary in the fulfillment of the supervisor’s own supervisory responsibilities, in emergencies, or in giving occasional assistance.

S/Gregg Murray

S/Christopher M. Munyan

**Explanation of Revision:** Letter dated 5/1/96 revised to include Harrison and Linden Gas Plants.

**SCHEDULE C  
COLLECTIVE BARGAINING AGREEMENT  
MEMORANDUMS OF UNDERSTANDING**

January 7, 2010

**MEMORANDUM OF AGREEMENT BETWEEN  
PUBLIC SERVICE ELECTRIC AND GAS COMPANY  
AND  
THE PUBLIC UTILITY CONSTRUCTION AND GAS APPLIANCE WORKERS OF THE  
STATE OF NEW JERSEY LOCAL 855, AND CENTRAL CAMDEN, HARRISON AND  
LINDEN S.N.G GAS PLANTS**

This confirms the parties have reached agreement on January 7, 2010 to extend the existing labor Agreements with UA Local 855 effective May 1, 2005 through April 30, 2011 as follows:

Pursuant to Article XI of the existing main Agreement and Article XIV of the gas plant Agreement, the contract extension shall be effective May 1, 2011 and shall remain in full force and effect until April 30, 2013, and shall be considered renewed from year to year after April 30, 2013 for periods of one year each, provided, however, that a written notice of desire to amend or to terminate may be given by either party to the other at least 60 days prior to May 1, 2013 or at least 60 days prior to May 1<sup>st</sup> of any year thereafter and provided further, however, that changes may be made at any time by mutual consent.

The parties agree that all of the terms and conditions of the existing May 1, 2005 – April 30, 2011 Agreements will remain in force until April 30, 2013 with the following exceptions:

WAGES

The Union agrees to freeze wages at the rate effective May 1, 2009 and will forgo the May 1, 2010 wage increase. In this period of time, all promotional wage increases and wage progressions will remain in effect. In exchange for the wage freeze in 2010, the Company will extend the current Collective Bargaining Agreement for two years with the following increases:

Effective 5/1/2011	3.25%
Effective 5/1/2012	3.25%

Upon ratification of this agreement, a special incentive of \$500 will be paid to all employees. This incentive will be paid by the second pay period after ratification.

As done in the past, the parties will meet throughout the year to discuss the financial and operational performance of the Company.

**EMPLOYEE BENEFITS**

**Health Care and Pensions** - Upon ratification of this agreement, all of the current benefits and health care programs will remain in effect through April 30, 2013 except as outlined below.



THIS APPLIES TO CHOICES AND B2000 PARTICIPANTS

**Reduction in the 401K Company Match** – For the calendar year of 2010, the Company match for all employees in the Choices benefits program will be suspended. On 1/1/2011, it will be reinstated to \$0.50 per dollar invested up to 7% of their wages. For those employees in the Benefits 2000 program, the Company match will not change. It will remain at \$0.50 per \$1.00 contributed up to 7% of their wages.

Effective: 1/1/2010

THIS CHANGE APPLIES TO CHOICES ONLY

**Active and Future Retiree Employee Health Care** – The parties agreed to negotiate changes to the Company’s medical benefits program as may be appropriate as a result of any future legislated national or state health care program or mandates, or any modifications to the Medicare Program.

THIS APPLIES TO CHOICES AND B2000 PARTICIPANTS

**Definition of Pensionable Wages** – the parties agreed to abide by the Company’s Pension Plan documents and remove all reimbursement of expenses, such as meals and travel allowance from pensionable wages. This applies to pension plan contributions after 1/1/2010

THIS APPLIES TO CHOICES AND B2000 PARTICIPANTS

**Temporary Elimination of the Health Risk Assessment** – the parties agreed that the \$100 contribution to the Flexible Spending Account (FSA) for Choices participants will be eliminated. For employees in B2000, the \$100 contribution to the FSA for the employee and the \$100 contribution to the FSA for the spouse will be suspended in 2010 and then reinstated in 2011.

THE ELIMINATION APPLIES ONLY TO CHOICES; TEMPORARY SUSPENSION APPLIES TO B2000 EMPLOYEES

**JOB SECURITY**

The intent of this agreement between the parties is to protect jobs while maintaining a strong financial position for the Company. During the course of this agreement, if the Company anticipates a reduction of workforce due to slowdown in the economic recovery or erosion of earnings due to low energy prices, low demand or other regulatory issues, the Company will initially eliminate contractors, including those contractors associated with the NJ State Economic Stimulus filing, to provide employment opportunities. The Company will meet with the Union in an effort to avoid layoffs in accordance with the Schedule D Letter – Job Security. If it is determined a layoff cannot be avoided, the parties agree to meet to discuss voluntary separation options prior to any forced layoff. This is the first step in a workforce reduction program and would be done prior to implementing Article IV of the CBA.

The Company agrees to have the work associated with the Demand Response (DR) program assigned to Local 855 members in their respective district locations. If there are regulatory issues with regard to a requirement to have this work performed by a licensed electrician, the Company will meet with the Union to review these requirements prior to assigning the work to an electrical contractor.

The Company agrees to discuss with Local 855 any new opportunities that may arise in renewable energy sources as it pertains to any Heating, Ventilation, and Air Conditioning (HVAC) work prior to any Request for Proposals (RFP) being sent.

Effective with this agreement, the Company will meet with the Union to formulate a Letter of Understanding and Commitment between PSE&G and UA Local 855 regarding contracting of Gas Distribution work.

### **E-PAY**

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

### **Tuition Aid**

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

**IN WITNESS WHEREOF** the parties have set their hands and seals effective with the day and year first above mentioned.

**PUBLIC SERVICE ELECTRIC AND GAS COMPANY**

S/Margaret M. Pego  
Sr. Vice President – Human Resources  
& Chief Human Resources Officer

S/Edward J. Biggins, Jr.  
Corporate Secretary

S/John F. Tiberi  
Director – Labor Relations

S/Phil DiVuolo  
Manager – Labor Relations

**PUBLIC UTILITY CONSTRUCTION AND GAS APPLIANCE WORKERS OF THE  
STATE OF NEW JERSEY, LOCAL 855, OF THE UNITED ASSOCIATION OF  
JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING  
INDUSTRY, AFL-CIO**

NEGOTIATING COMMITTEE:

S/Lawrence Andreano  
S/Floyd Bligh  
S/Richard Geis  
S/Gary Hoag  
S/Hector Morales  
S/Michael Tagliarino

S/Joseph J. Baeli, Jr.  
S/Charles DiStasi  
S/Rolando Hernandez  
S/Michael Kelly  
S/Gregg Murray

S/Cornelius Wojceichowski  
President/Business Agent

S/Harrison Burd, Jr.  
Business Manager/Financial Secretary - Treasurer

September 12, 2012

**MEMORANDUM OF AGREEMENT BETWEEN  
PUBLIC SERVICE ELECTRIC AND GAS COMPANY  
AND  
THE PUBLIC UTILITY CONSTRUCTION AND GAS APPLIANCE WORKERS OF  
THE STATE OF NEW JERSEY LOCAL 855, AND CENTRAL CAMDEN,  
HARRISON AND LINDEN S.N.G GAS PLANTS**

The parties reached a tentative agreement on a contract extension that will become effective May 1, 2013 and will expire on April 30, 2017. The terms of this agreement will become effective upon ratification by the membership of the Union. If this is not ratified, the terms of the existing CBA will remain in place until April 30, 2013. The parties agree that upon ratification all of the terms and conditions of the CBA dated May 1, 2005 and as amended by the Extension Agreement that took effect May 1, 2011 will remain in force until April 30, 2017, with the following exceptions:

**Wages**

The parties have agreed to the following wage increases:

Effective 5/1/13: 1.5% base, 1.5% lump sum

Effective 5/1/14: 2.0% base

Effective 5/1/15: 2.0% base

Effective 5/1/16: 2.25% base

**Employee Benefits**

**Final Average Pay and Cash Balance Pension Plans**

Upon ratification of this agreement, the Final Average Pay and Cash Balance Pension Plans will continue and not be altered during the term of the agreement.

**Health Care Benefits**

Upon ratification of this agreement, the health care benefits for employees will continue for the term of the extension with the following changes:

**Medical Plan Cost-Sharing for Choices Participants**

Beginning on January 1, 2015, the employee share of the medical plan contributions for Choices participants will be modified as follows:

1/1/15 – employee 85%/15% (company/employee), spouse/dependents 82.5%/17.5%

1/1/16 – employee 85%/15%, spouse/dependents 80%/20%

1/1/17 – employee 85%/15%, spouse/dependents 77.5%/22.5%

1/1/18 – employee 85%/15%, spouse/dependents 75%/25%

b. Prescription Drug Co-Payments

The prescription drug co-payment for Choices and Benefits 2000 employees will be modified as follows:

*For one month supply:*

Effective 1/1/14 Retail: \$7.50 (generic)/\$15 (brand formulary)/\$30 (brand non-formulary)

*For three months' supply:*

Effective 1/1/14 Mail: \$15.00 (generic)/\$30 (brand formulary)/\$60 (brand non-formulary)

c. VEBA Contribution

The Company will increase the VEBA contribution for eligible Benefits 2000 employees from the current \$300/year contribution to \$500/year effective January 1, 2014 and for each year thereafter for the term of the agreement.

d. High Deductible Health Plans/Temporary Employees

The \$750 deductible plan presently offered has become cost prohibitive and plan participation has diminished. As a result, effective January 1, 2014, the Company will eliminate the \$750 deductible plan. The \$1500 deductible plan will remain in place.

Beginning January 1, 2014, the Company will offer a new high deductible plan with a \$2,000/\$4,000 deductible which complies with the IRS guidelines for a “high deductible health plan”. This will permit the Company to include a health savings account (HSA)\*, to which employees will be able to contribute pre-tax dollars for qualifying medical expenses. In addition to employer contributions the HSA:

-[\*an HSA is an account that employees can contribute pre-tax money to pay for most medical expenses (limited exceptions include medical premiums). It is a feature of a high-deductible health plan and can also be funded by an employer. Amounts contributed to an HSA grow tax-free and are portable. They can also be accumulated from year to year.]

The current deductible levels may be adjusted by the Company if the IRS adjusts the minimum deductible level for HDHPs. Employees selecting the HDHP will have the option of separately selecting traditional dental and prescription drug coverage through the Company.

For each permanent employee that enrolls in this plan, the Company will contribute an initial, one-time payment of \$500 to employee's HSA account. In addition, for each year that the permanent employee remains enrolled in the plan, the Company will contribute \$750 per year into the HSA if the employee participates in each of the following three annual wellness programs: (1) tobacco-free pledge, (2) health risk assessment, and (3) cardiovascular disease (CVD) screening. If an employee chooses to complete two of these programs, the Company will contribute \$500 to the HSA; if the employee completes one of the programs, the Company will contribute \$250 to the HSA. The Company and Union will meet to further discuss the plan design for the plan.

This plan will be offered as one of the options for permanent employees. The current practice for permanent employees changing health care coverage will continue.

e. Health Care Plans

The parties recognize that uncertainty exists regarding the provision of health care after the enactment of the PPACA law. The parties agree to meet periodically to discuss developments related to PPACA during term of this Agreement. The parties further agree to negotiate required plan design changes to the Company's medical benefits program as may be appropriate as a result of PPACA, its implementing rules/regulations, future legislated national or state health care programs or mandates, or any modifications to the Medicare Program.

f. Health Care Cost Containment Committee

The parties agree to continue their joint efforts to address health care costs through the Health Care Cost Containment Committee. Items such as plan design and choice of benefits administrators will be discussed through this Committee.

g. Preventative Care

The Company agrees that any preventative care services being provided by the Company, as defined by the Department of Health & Human Services as of May 1, 2013, shall be continued at no cost to the employee regardless of the status of PPACA.

h. Wellness

The Union and Company agree that employee health and well-being is of great significance. The parties will work together to discuss programs and options for employees to encourage healthy lifestyles and wellness screenings, including exploring wellness credits towards health insurance, healthy eating options at company events/meetings, etc. This topic will be added to the agenda for each Health Care Cost Containment Meeting.

**Job Security**

The intent of this Agreement between the parties is to protect jobs while maintaining a strong financial position for the Company. During the course of this agreement, if reduction of workforce is required due to slow economic recovery or erosion of earnings due to low

energy prices, low demand, or other regulatory issues, the Company will initially eliminate contractors throughout the business to provide employment opportunities. The Company will meet with the Union in an effort to avoid layoffs in accordance with the Schedule D Letter – Job Security. If it is determined a layoff cannot be avoided, the parties agree to meet to discuss voluntary separation options prior to any forced layoff. This is the first step in a workforce reduction program and would be done prior to implementing Article IV of the CBA.

The Company agrees to have the work associated with the Demand Response (DR) program assigned to Local 855 members in their respective district locations. If there are regulatory issues with regard to a requirement to have this work performed by a licensed electrician, the Company will meet with the Union to review these requirements prior to assigning the work to an electrical contractor.

The Company agrees to discuss with Local 855 any new opportunities that may arise in renewable energy sources as it pertains to any Heating, Ventilation, and Air Conditioning (HVAC) work prior to any Request for Proposals (RFP) being sent.

Effective with this agreement, the Company will meet with the Union to formulate a Letter of Understanding and Commitment between PSE&G and UA Local 855 regarding contracting of Gas Distribution work.

As work opportunities continue to change within different segments of the bargaining unit, there will be continued opportunities offered to provide gainful employment across different parts of the Company. The Company and Union will meet to develop a plan to address workload and propose options for offsetting the need for contractors that are economical and compliant with regulatory requirements.

S/Harrison Burd  
Business Manager – Financial  
Secretary/Treasurer  
UA Local 855

S/Frank A. Romano  
Director – Labor Relations

3/9/16

**MEMORANDUM OF AGREEMENT BETWEEN PUBLIC SERVICE ELECTRIC AND GAS COMPANY AND THE PUBLIC UTILITY CONSTRUCTION AND GAS APPLIANCE WORKERS OF THE STATE OF NEW JERSEY LOCAL 855, AND CENTRAL CAMDEN, HARRISON AND LINDEN S.N.G GAS PLANTS**

The parties reached a tentative agreement on a contract extension that will become effective May 1, 2017 and will expire on April 30, 2021. The terms of this agreement will become effective upon ratification by the membership of the Union. If this is not ratified, the terms of the existing CBA will remain in place until April 30, 2017. The parties agree that upon ratification all of the terms and conditions of the CBA most recently dated May 1, 2013 will remain in force until April 30, 2021, with the following exceptions:

**Wages**

The parties have agreed to the following wage increases:

1/2/17:	3.0%
5/1/18:	3.0%
9/1/19:	3.0%
5/1/20:	3.0%

**Employee Benefits**

Upon ratification of this agreement, the health care benefits for employees will continue for the term of the extension with the following changes:

**A. Active Employee Medical Plans**

- 1. Deductible:** Effective January 1, 2017, the following deductibles will apply:

**PPO:** In-Network Deductible: \$600 Individual/\$1,200 Family  
Out-of-Network Deductible: \$1,200 Individual/\$2,400 Family

**HMO:** In-Network: \$500 Individual/\$1,000 Family

- 2. Co-Pay:** Effective January 1, 2018, the co-pays will adjusted as follows:

**PPO**

Emergency Room: \$250 (waived if admitted)

Urgent Care In-Network: \$35

PCP Office Visit In-Network: \$20



Specialist Office Visit: \$50

HMO

Emergency Room: \$250 (waived if admitted)

Urgent Care: \$30

PCP Office Visit: \$15

Specialist Office Visit: \$45

The HMO and PPO co-pays will not apply towards deductible, but will apply to Maximum Out-of-Pocket Limits. Deductibles also apply to the Maximum Out-of-Pocket Limits.

If an employee believes that a co-pay has been incorrectly applied, they may appeal this decision to the Employee Benefits Committee.

**3. Prescription Drug**

- Effective 1/1/2018: Retail (Generic/Brand Name Preferred/Brand Name Non- Preferred & Specialty) - \$7.50/\$20/\$40
- Effective 1/1/2018: Mail (Generic/Brand Name Preferred /Brand Name Non- Preferred & Specialty) - \$15/\$40/\$80

The dispense as written (DAW) penalty for selecting brand drugs when a generic was available will be applied to retail and mail orders.

**B.**

**Pre-65 Retiree Medical Plan**

The deductible and medical co-pay changes described in Sec. A (1) and (2) above will be applied to the pre-65 union retiree medical plans for those who retire on or after January 1, 2018. The prescription drug coinsurance for existing and future retiree participants will remain at the coinsurance design that is currently in place.

**C.**

**Wellness Incentives**

Effective January 1, 2017, the Company will increase the ability to earn rewards from our current Wellbeing Vendor, Virgin Pulse, each quarter, for eligible Benefits 2000 and Choices employees from the current \$300/year to \$500/year and for each year thereafter for the term of the agreement.

Benefits 2000 represented employees not enrolled in the High Deductible Health Savings Plan can earn an additional \$100/year in the 2017 Health Care Reimbursement Account by completing a health assessment in 2016 and another \$100 in Virgin Pulse Cash if they track their steps for 10 days in any quarter.

**D.**

**Pension Supplemental Benefit**

The Company will increase the pension supplemental benefit for pre-age 65 Choices retirees within the Pension Plan from \$4.00 per month per year of service to \$5.00 per month per year of service for those who 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, it's implementing rules/regulations, future legislated national or state health care programs or mandates, or any modifications to the Medicare Program. If mandatory government-funded healthcare (e.g., single payer) is implemented, the parties will negotiate the impacts of this change and the effect on the overall level of benefits of union employees.

S/Frank A. Romano

S/Cornelius Wojceichowski

10/6/20

**MEMORANDUM OF AGREEMENT BETWEEN PUBLIC SERVICE ELECTRIC AND GAS COMPANY AND THE PUBLIC UTILITY CONSTRUCTION AND GAS APPLIANCE WORKERS OF THE STATE OF NEW JERSEY, LOCAL NO. 855, OF THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY AFL – CIO**

Public Service Electric & Gas Company (“Company”) and the Public Utility Construction and Gas Appliance Workers of the State of New Jersey, Local No. 855, of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, AFL-CIO (“Union”) have reached a tentative agreement regarding the current Collective Bargaining Agreements dated May 1, 2017 (“CBAs”). The terms of this tentative agreement will become effective May 1, 2021 and will expire on April 30, 2023, subject to ratification by the membership of the Union. If the agreement is not ratified, the terms of the existing CBAs will remain in place until April 30, 2021. The parties agree that, upon ratification, all of the terms and conditions of the current CBAs will remain in force until April 30, 2023, with the following exceptions:

**Wages**

The parties have agreed to the following wage increases:

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

**NJ Earned Sick Leave Law**

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

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

floating holidays based upon their month of hire:

- If hired between January and September, the Company will provide additional paid time off so that the employees have forty (40) hours available during the calendar year.
- If hired between October and December, the Company will provide the following:

<b>Month of hire</b>	<b>Personal Time (hours)</b>
October	24
November	16
December	8

- This additional time off will be called Personal Time.
  - For full-time non-permanent represented employees (e.g., seasonal employees, temporary employees), the Company will provide additional paid time off to supplement their existing vacation days and floating holidays so that they have forty (40) hours available during the calendar year. This additional time off will be called Personal Time and will be available for use after 120 calendar days of employment with the Company.
  - Personal Time can only be used for purposes covered by the Law and in increments provided by the parties' collective bargaining agreement with respect to vacation.
  - Personal Time will not carryover to the following calendar year.
  - Employees will not receive pay for Personal Time (even if accrued and unused) at the end of the calendar year or upon termination of employment for any reason (including resignation or discharge).
  - The Company will not consider absences for Personal Time as attendance occurrences and will not subject employees taking Personal Time to disciplinary action for such absences.
- Full-time represented permanent employees who have less than 2 years of service, temporary employees, and seasonal employees can use up to 40 hours of vacation days, floating holidays, and Personal Time per calendar year for purposes covered by the Law, provided that the following notification and documentation requirements are met:
  - Employees must provide 7 calendar days' advance notice of the intent to use the time and its expected duration if such use is foreseeable (e.g., an annual physical). Employees must make reasonable efforts to schedule foreseeable time away from work when the circumstances permit. The Company maintains the right to deny requests for foreseeable time during any established "blackout dates." Employees must call in to use the time as soon as practical after they discover the need to be absent if such use is not foreseeable.

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

S/Dianne LaRocca

S/Cornelius Wojceichowski

3/10/23

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

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

**Wage Increases**

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

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

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

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

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

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

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

### **Retirement Benefits**

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

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

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

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

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

Regardless of whether an employee is a participant in the 4/4 Plan or the Cash Balance Component, effective January 1, 2025, the Company will no longer make employer

contributions to the VEBA for newly hired employees.

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

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

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

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

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

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

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

**Paid Time Off**

***Vacation***



Refer to Article VII Vacations – Leaves of Absence.

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

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

***Workers' Compensation Benefits***

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

\*The remainder of pages 3 through 18 have been intentionally omitted and can be found in other sections of the CBA that are more applicable.

10/20/23

**RE: 2023-2027 MEMORANDUM OF AGREEMENT; BENEFITS ISSUES**

This letter serves to confirm the parties' understandings regarding benefit changes negotiated in the 2023-2027 Memorandum of Agreement between the parties.

The open enrollment period for 2024 health benefits commences on Monday, October 23<sup>rd</sup>. The parties recognize that members currently enrolled in either the Indemnity or the HMO plans will have the opportunity to select their new coverage during open enrollment. In order to minimize disruption in employees' health benefits coverage, the parties agree that in the event an employee in one of these two plans does not select a new plan, the following "default" selections will be applied:

- Employees enrolled in the Indemnity plan in 2023 will default into the Health Savings Medical Plan (HSMP) for 2024 if no selection is made; and
- Employees enrolled in the HMO plan in 2023 will default into the PPO plan for 2024 if no selection is made.

In addition, the parties recognize that, effective January 1, 2025, the Employer will cease making contributions into the VEBA plan for all employees pursuant to the Memorandum of Agreement. At that time, the VEBA plan will also cease accepting voluntary employee contributions.

S/Gregg Murray

S/Steven H. Banks

**SCHEDULE D  
JOB SPECIFICATIONS**

**Central Plant Gas Production Department**

**Foreword**

The purpose of the Job Specifications is to generally describe the qualifications and work required of the bargaining unit employees at the Central Gas Plant, Edison Township, New Jersey and Camden Gas Plant, Camden, New Jersey, and Harrison Gas Plant, Harrison, New Jersey, and Linden S.N.G., Linden, New Jersey.

A sufficient number of duties are listed for each job to indicate the character of the work, the variety of functions, and to distinguish each classification from other classifications. The Job Specifications are not intended to list every function or duty of the job, nor to be construed as a complete list of the many duties of similar or less skilled nature normally to be performed under a job title.

It is understood that employees may be assigned to work of a higher, equal, or lower grade, in accordance with the Agreement. They may be assigned to work they are trained and qualified to perform in other classifications in order to meet the needs of the business and to perform the work in the most economical and expeditious manner, for such reasons as:

1. To provide full-time employment where there is no work available in a job classification or where there is insufficient work regularly available to require employees full time.
2. To meet emergencies.
3. To replace employees who are off duty or are on leave of absence.
4. To accommodate the requirement for additional employees in other job classifications based on additional workload.
5. To meet the requirements for construction, maintenance, and operating assignments.

General Duties

Applicable to all classifications are the following:

1. Observing and fulfilling all Company safety and work standards.
2. Working together to ensure proper on the job learning requirements are met.
3. Participating in and successfully completing all assigned training modules.
4. Completing all paperwork required in connection to job assignments.
5. Directing, instructing, and training employees as assigned.
6. Carrying out assignments in fighting insipient fires or other emergencies;

administering first aid.

7. Reporting immediately any abnormal or unsafe conditions, making proper notifications, and taking necessary corrective measures.
8. Maintaining a high standard of good housekeeping practices for the duration of assigned work.
9. When assigned, works with and assists employees of a higher classification.
10. Performing similar work of the same grade and the work of any lower rated job.
11. Performing only work the employee has been trained and qualified to perform.
12. Willingness to lead, mentor, direct and instruct employees of lower classifications assisting on the same work.

All job duties listed are to be performed under "directive" or "general" supervision. These terms are defined as follows:

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

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

### General Qualifications

In addition to qualifications for particular job classification levels, employees must meet the Company's requirements as to general qualifications, which include:

1. The willingness to follow instruction and cooperate with fellow employees.
2. Working overtime as assigned and the willingness to respond to calls outside of regular hours when the need arises and in emergencies to help, in accordance with the terms of the Agreement in any department of the Company's operations in which they are qualified to help.
3. The willingness to work, in accordance with the terms of the Agreement, shifts, scheduled assignments and other hours as assigned where the nature of the work requires it.
4. The willingness to direct and instruct employees assisting on the same work.
5. The willingness to comply with the general rules and practices of the

Company, with the specific rules of the department in which they are employed, and with those of other departments with which their work must be coordinated.

6. The possession of a satisfactory previous record.
7. The ability to pass tests and practical demonstrations as prescribed by the Company.

In addition to the aforementioned general qualifications, more specific qualifications have been established for entry level positions.

#### Entry Level Qualifications

1. Must meet the Company's requirements as to the general qualifications.
2. Must satisfactorily pass the hiring tests.
3. Must have aptitude for mechanical work.
4. Must be able to make neat and legible records.
5. Must be able to acquire a working knowledge of Gas Production Department specifications and requirements.
6. Must be able to learn the effective and safe use and proper care of tools, equipment and material used in the work.
7. Must pass driving tests prescribed by the Company and must hold a driver's license valid in New Jersey.
8. Must be fit for duty at all times.
9. Subject to random drug and alcohol testing.

## **8313 SENIOR MECHANIC JOB SPECIFICATION**

### DUTIES

Under general supervision, works or works with and directs employees in installing, removing, maintaining and inspecting equipment and structures as assigned; performs duties such as:

1. Trouble shooting; diagnosing source and location of malfunction and taking corrective measures promptly. Reporting abnormal conditions which develop.
2. Carrying out schedules of inspection, maintenance, testing and construction arranged by supervisors.
3. Assigning duties to other employees appropriate to their classification and supplying them with the necessary information and directions.
4. Initiating as directed equipment outage requests; checking that the equipment is properly blocked, tagged and made safe for work; seeing the work is performed safely, properly and in accordance with company rules, instructions and practices.
5. Conducting work so that employees, the public and equipment are safeguarded at all times and maintaining a high standard of good housekeeping at all workplaces.
6. Reporting to supervision material requirements and usage and time required to complete assigned work.
7. Ensure completion of and proper record keeping practices with regard to all weekly, monthly, and yearly plant inspections.
8. In general, supervise one or more employees and possess the experience and qualifications to be Supervisor overseeing the contractor installation of transmission and M&R facilities and performing or directing the maintenance of same.
9. Communicate with and train employees.
10. Brief contractors and other third-party entities on general plant orientation and safety topics.

**8314 GENERAL MECHANIC 1st CLASS**  
**JOB SPECIFICATION**

**DUTIES**

Under general supervision installs, removes, inspects, constructs and maintains equipment and structures as assigned; performs duties such as:

1. Installing, testing, adjusting and maintaining plant electrical power equipment such as motors, generators, control equipment and wiring connections.
2. Installing, testing, adjusting, repairing and removing electrical signal, control and communication equipment.
3. Installing, testing, adjusting and maintaining all complex automatic control equipment such as combustion controls, gas mixing controls, level controls, flow controls, temperature and pressure controls and speed controls.
4. Installing, testing, adjusting, calibrating and maintaining all complex gas and power plant instruments, such as flow meters, gas analyzers, smoke density equipment, recorders and calorimeters.
5. Installing, repairing and structural welding as required.
6. Making major repairs on all engines, pumps, compressors, exhausters, fans, blowers, heat exchangers, condensers and their accessories and controls.
7. Laying out and fabricating steel plate and structural shapes for repairs to equipment and buildings.
8. Making major repairs to gas manufacturing and associated equipment and their control devices.
9. Making major repairs to buildings and structures including laying brick and block; performing carpentry work including installing doors, windows and partitions.
10. Erecting and removing rigging, blocking, scaffolding; setting up special rigging, as instructed and moving heavy parts.
11. Facilitate logistics and planning of assigned tasks including contacting vendors/suppliers, compiling parts lists, and reporting progress to supervision. (This does not preclude management from performing these duties.)

## **8330 MECHANIC OPERATOR JOB SPECIFICATION**

### DUTIES

Under directive supervision, performs duties associated with the installation, removal, construction operation and maintenance of plant equipment and structures. Loads, unloads, transfers and controls the storage and removal from storage of liquid petroleum (LP). Carries through work assignments, at times, with the assistance of other employees of equal or lesser grade; performs various combinations of any of the following duties:

1. Making combustible gas and oxygen tests of gas using simple gas analysis apparatus.
2. Taking periodic readings, making calculations and recording items such as gas usage, tank levels/slip tube depths, pressure, flow, temperature and humidity. When required, install and maintain simple instruments such as gauges, and thermometers.
3. Operating, cleaning, lubricating and maintaining various types of equipment and making necessary minor repairs and adjustments when operating equipment.
4. Cleaning strainers, adding chemicals.
5. Checking and tending operation of fuel tank farms and related equipment; loading and unloading fuel tank trucks.
6. Performing a variety of general maintenance activities including but not limited to filing, chipping, grinding, sanding, sawing, scraping; rough masonry work, rough carpentry work, painting and glass replacement; minor plumbing and heating system repairs; simple pipefitting, removing and making repairs to pipe covering; and simple electrical installations.
7. When assigned to stores activities in Gas Plants, receives, stores, issues and ships all types of materials and equipment, keeps necessary records of transactions, checks invoices.
8. Placing and removing from operation, dismantling, cleaning and reassembling propane air system meters, burner and pilot systems, tubes, drums and headers.
9. Making periodic inspections of buildings and property, identifying persons entering the plant, and keeping neat, accurate records associated with this assignment.
10. Unloading tank trucks; checking temperatures and pressures and maintaining proper pressure differentials.
11. Loading storage tanks; selecting tanks and filling to prescribed levels, transferring LP between tanks; maintaining proper pressures.
12. Transferring LP as required, from storage to vaporizer, using pressure differential or



- pump; loading tank trucks.
13. Checking operation of system components during shift work and when taking over a shift; answering alarm warnings immediately and taking proper safety and corrective measures, making appropriate notifications.
  14. Inspecting and cleaning valves, piping, electrical and mechanical equipment, and structures throughout the storage area.
  15. Making necessary minor repairs, replacements and adjustments when operating equipment or when assigned.
  16. Making the necessary rounds at the entire LP storage area to maintain a secure and leak free condition.
  17. Operating/maintaining equipment associated with plant operations as required, placing in service, removing from service, and operating LP plant.
  18. Plant operations including monitoring for BTU, specific gravity, density, flow control valves and associated equipment.
  19. Record and maintain neat accurate records of BTUs, specific gravities, compressor readings, vaporizer readings and all auxiliary equipment when operating LP Plant.
  20. Non-welded pipefitting, including layout, cutting, bending, removing, installing and threading of all pipe and tubing.
  21. Non-Code welding.
  22. Determines layout, installs, removes, trouble shoots and maintains instrumentation, electrical and mechanical equipment.
  23. Assists in the assembling, overhauling, adjusting and aligning of pumps, compressors, fans, blowers, heat exchangers and similar equipment; make minor repairs to same.
  24. Operate shop equipment including various hand/power tools.
  25. Makes repairs to buildings, structures, and facilities as needed.
  26. Maintain building and grounds including snow removal activities and minor landscaping and repairs.
  27. Installs and removes rigging equipment.
  28. Performing weekly, monthly, and quarterly plant checks, maintaining and filing neat accurate records.
  29. Safely collect LP and natural gas samples.

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