

AGREEMENT

between

**PUBLIC SERVICE ELECTRIC AND GAS
COMPANY (ELECTRIC DELIVERY AND
FLEET MAINTENANCE CENTER), PSEG
POWER (FOSSIL AND NUCLEAR
GENERATION) and PSEG SERVICES
CORPORATION (MAPLEWOOD TESTING
SERVICES AND MAIL SERVICES)**

and

LOCAL UNION 94

of the

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS**

**Effective May 1, 2005
Through April 30, 2011**

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PREAMBLE

This Agreement, effective May 1, 2005, is made by and between Public Service Electric and Gas Company (Electric Delivery and Fleet Maintenance Center), PSEG Power (Fossil and Nuclear Generation) and PSEG Service Corporation (Maplewood Testing Services and Mail Services) hereinafter called the Company, and Local Union 94 of the International Brotherhood of Electrical Workers, hereinafter called the Union. This Agreement shall be binding on the successors or assigns of the Company. The parties hereto agree with each other as follows:

ARTICLE I REPRESENTATION AND RECOGNITION

A. The Union, having been certified by the National Labor Relations Board as the bargaining agency for certain employees in the Burlington, Kearny, and Sewaren Generating Stations, the Central, Metropolitan, Palisades, and Southern Distribution Division, the Fleet Maintenance Center, and Maplewood Testing Services, and having been recognized by the Company at Bergen, Hudson, Linden and Mercer Generating Stations, the Artificial Island Nuclear Generating Stations, Central Maintenance Shop, System Maintenance Division, the Transmission Division and Mail Service is hereby recognized by the Company as the exclusive bargaining representative for all employees in the said bargaining units.

B. Employees covered herein, together with the work usually performed by them, are listed by job classifications in Exhibit A attached hereto and made a part hereof. The Bergen, Burlington, Hudson, Kearny, Linden, Mercer, and Sewaren Generating Stations, and

Article I - Continued

Artificial Island Nuclear Generating Stations, the Central Maintenance Shop, and System Maintenance Division are hereinafter referred to as generating stations. The Central, Metropolitan, Palisades, and Southern Distribution Divisions, the Transmission Division, the Fleet Maintenance Center, and Maplewood Testing Services are hereinafter referred to as divisions. Certain provisions of this Agreement, so far as they relate to Maplewood Testing Services, Fleet Maintenance Center and the Mail Service, are modified as provided in agreements between the Company and Local Unions 1335 and 853, respectively of the International Brotherhood of Electrical Workers, covering the employees of said Maplewood Testing Services, Fleet Maintenance Center and the Mail Service and dated the same as this Agreement.

C. The Company recognizes authorized representatives of the International Brotherhood of Electrical Workers Local 94 of the IBEW, as the representatives of the Union.

ARTICLE II UNION - COMPANY RELATIONSHIP

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

B. During the period of this Agreement, the Company agrees that there shall be no lockout or the equivalent of members of the Union, and the Union and its members

Article II - Continued

agree that there shall be no strike or the equivalent, it being the desire of both parties hereto to provide an uninterrupted and continuous service to the public. Should an unauthorized strike or the equivalent by Union members occur, the Union shall immediately instruct its members to return to work. If they do not report to work immediately upon instructions of the Union, they shall be deemed to have forfeited their jobs without recourse of any kind against the Company or the Union. The Company agrees that it will not bring any damage suit against the Union and its officers for any unauthorized strike or the equivalent.

C. 1. Effective May 1, 1977 it was agreed that the text of the Agreement would be modified to eliminate gender identification. It was also agreed that if, as a result, the meaning of any provision were inadvertently changed, the interpretation would be resolved on the basis of the original language.

2. 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 unlawfully coerce employees into membership in the Union and shall not solicit membership in the Union while employees are working.

D. 1. All employees within the bargaining unit who, on April 30, 2005 were members of the Union in good standing in accordance with the constitution and by-laws of the Union or who thereafter become members of the Union, shall, as a condition of employment, remain members of the Union in good standing during the period of the Agreement.

Article II – Continued

2. All persons hired for job classifications within the bargaining unit on or after April 30, 2005, shall, as a condition of employment, be required to affiliate with the Union within 30 days after the date of their employment and maintain membership in the Union during the period of the Agreement.

3. (Deleted 2005 Negotiations)

4. The Union shall be the sole judge of whether or not its members are in good standing.

Pending agreement on the rewording of Subsections, 1, 2, 3 and 4, it is understood by the parties to this Agreement that employment with respect to Union security shall be conditioned upon the provisions of the Labor-Management Relations Act of 1947, as amended.

5. The Company will deduct from four pay checks each month one quarter of the monthly Union dues from each employee in the bargaining unit who is a member of the Union and who, in writing, voluntarily, authorizes the Company to do so on a payroll deduction authorization form acceptable to the Company. Such deductions shall be remitted to the Financial Secretary of Local Union 94 at the earliest convenient date.

E. 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.

F. The posting of official Union notices on Company-provided bulletin boards shall be permitted and space

Article II – Continued

shall be allotted for this purpose provided that such notices shall be restricted to notices of Union meetings, notices and results of elections, appointments to office, fund appeals such as United Way and Red Cross, notices of its social, educational or recreational activities, and communications between the Company and the Union.

ARTICLE III HOURS OF WORK, OVERTIME, AND HOLIDAYS

A. 1. The payroll week shall begin at 12:01 A.M. Monday and end at 12 midnight on the following Sunday. Thursday will be payday except if a holiday is observed on a Thursday or Friday, employees will be paid on the next to the last regular day of work preceding the holiday. At the employee's option, payment shall be made by means of electronic funds transfer or by mail.

2. The basic workweek shall consist of 5 regularly scheduled basic workdays of 8 hours each (40 hours) within the payroll week.

3. There shall be 2 regularly scheduled consecutive days off. Neither of these 2 days shall be considered as part of the basic workweek even though an employee is regularly scheduled to work on either or both of these days.

4. Overtime shall be paid at the rate of one and one-half times for all hours worked outside of the regularly scheduled basic workday or basic 5-day workweek, with the exception of overtime worked on the employee's second consecutive day off (see Section J) or on a holiday (see Section I).

Article III – Continued

B. Employees shall consist of shift, scheduled, and non-shift employees.

C. A shift employee is defined as one who works at a job which is operated 24 hours per day, 7 days per week, including work on Sundays and holidays. Employees shall work on 8-hour shifts, 12 midnight to 8 A.M., 8 A.M. to 4 P.M., and 4 P.M. to 12 midnight, and shall eat their meals at the job location. Schedules shall be posted and so arranged that work periods and days off shall be rotated. The manner in which work periods and days off are rotated and in which shifts swing, shall be uniform within each generating station or division. Changes in these schedules will be in conformity with the wishes of the employees within the limits of reasonable operating procedures and shall be discussed with the Union before they are put into effect.

D. A scheduled employee is defined as one who is assigned to work of a continually recurring nature required in varying degree during the day or night, Sundays and holidays. The number of scheduled employees and the number of these employees assigned to Sunday and holiday work shall be kept to the minimum. There shall be a meal period not exceeding one-half hour, except for those employees whose work requires them to be on duty 8 hours consecutively, in which case they shall eat at their work locations. Schedules shall be posted and so arranged that work periods and days off shall be rotated, provided there are sufficient employees to do so. The manner in which work periods and days off are rotated and in which work periods swing, shall be uniform within each generating station or division. Changes in these schedules will be in conformity with the wishes of the employees within the limits of reasonable operating

Article III – Continued

procedures and shall be discussed with the local Union before they are put into effect. The starting and ending times of the scheduled 8 hour periods shall not be subject to the provisions of Article IX, Section F.

E. 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 not exceeding one-half hour), except for those whose work requires that they start within one hour before or one hour after 8 A.M. The days off for non-shift employees shall be Saturday and Sunday. The number of employees assigned to schedules having odd hours shall be kept to the minimum consistent with good operating practice.

F. The regularly scheduled work hours within the basic 5-day workweek of an employee may be changed to carry on maintenance work for two or more shifts per day on frequency changers, rotary condensers, boilers operating at pressures in excess of 500 psi, turbine-generators, and associated equipment in the generating station the outage of which causes a reduction of not less than 10% in the effective capacity of the related turbine-generator unit. When employees' scheduled work hours are so changed, they shall be paid the applicable overtime rate for all hours worked outside of their former regularly scheduled work hours on the first two regularly scheduled workdays within the basic 5-day workweek on which they work. This provision shall apply only to the first change of schedule during any one outage.

G. Regularly scheduled meal periods shall be observed, except in emergencies, in which case another meal period shall be observed as soon as can reasonably be

Article III - Continued

done. If the employees' reassigned meal period does not start within one-half hour before or one hour after the start of their regularly scheduled meal period, they shall be paid (at the applicable overtime rate) for the time worked during their scheduled meal period and they shall eat their meal, in the reassigned meal period, on Company time.

H. 1. Employees are entitled to twelve holidays in each full calendar year. Ten holidays shall be designated and two (2) selected as floating holidays.

2. The following days shall be recognized as holidays: New Year's Day, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Election Day, Veterans' Day, Thanksgiving Day, Christmas Day, or the days on which they are publicly observed. For the purposes of this Agreement, however, the preceding Friday shall be recognized as the holiday when Christmas Day, New Year's Day, Independence Day and Veterans' Day fall on a Saturday.

3. a. If selected, two (2) of the following days are guaranteed as floating holidays: Martin Luther King's Birthday, Lincoln's Birthday, Columbus Day, the Friday after Thanksgiving, and the employee's birthday. Any other day selected will be granted provided operating conditions permit up to a limit of forty percent of the work group being unavailable for vacations and floating holidays combined (with a maximum of 20% off for vacations).

b. Holidays designated as floating shall be selected after January 1st, but no later than the time

Article III - Continued

vacations are normally selected and shall not affect established vacation selection procedures.

c. Eligible employees must be permitted to schedule the floating holidays to which they are entitled during the calendar year. When an employee is unable to take the floating holiday(s) before the end of the year due to a disability or due to operating conditions, the employee will be allowed to carry over the unused day(s) through March of the following year.

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

e. If Lincoln's Birthday or Columbus Day fall on a regularly scheduled day off, an employee may elect the day as their floating holiday and receive eight (8) hours holiday pay on their day off. Employees may not schedule a floating holiday on any other regularly scheduled day off.

f. In the event of separation from the Company or the death of an employee who has worked any portion of a calendar year and who has not taken the floating holidays to which entitled, payment for the unused day(s) shall be made on the final paycheck.

g. During their first and last years of employment, permanent employees shall be entitled to one floating holiday for each half-year period (January - June and July - December) or part, worked during that calendar year. Temporary or seasonal employees shall be

Article III – Continued

entitled to one floating holiday for the first and last trimester (January - April and September - December) or part, worked during the calendar year.

h. Employees who leave the Company and have taken floating holidays to which they are not entitled will have payment for these days, including any associated premiums, deducted from their final paycheck.

l. 1. Employees are entitled to a holiday off with regular pay if the holiday is observed on one of the regularly scheduled basic workdays within their basic 5-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 5-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 5-day workweek shall be paid for at two and one-half times.

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

a. Within the regularly scheduled hours of work of the shift to which they are assigned, for shift employees of PSEG Power .

Article III – Continued

b. Within the regularly scheduled hours of work of their last regularly scheduled basic workday, within their basic 5-day workweek, prior to the holiday, for all other employees.

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

3. Employees shall be entitled to the regular holiday pay only if they have worked on either the last regularly scheduled basic workday before the holiday, the next regularly scheduled basic workday after the holiday, or were absent with pay on either or both of these days, or worked on either of their two regularly scheduled days off which immediately preceded or followed the holiday.

J. When employees are required to work on the second of their regularly scheduled days off, they shall be paid at two times their regular rate of pay for all work performed on that day.

K. 1. Overtime shall be distributed equitably among qualified employees in each job classification.

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

3. Requests for relief from overtime assignments will not be considered to warrant disciplinary action unless they are determined to be excessive.

Article III – Continued

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

M. Employees, the majority of whose regularly scheduled basic workday hours occur within the period 4:00 P.M. and 8:00 A.M. shall be paid a premium of \$1.55 (\$1.60 effective May 1, 2006, \$1.65 effective May 1, 2007, \$1.70 effective May 1, 2008, \$1.75 effective May 1, 2009, and \$1.80 effective May 1, 2010) per hour for the total of the scheduled basic workday hours worked. Where Saturday or Sunday is a regularly scheduled basic workday, employees shall be paid \$1.55 (\$1.60 effective May 1, 2006, \$1.65 effective May 1, 2007, \$1.70 effective May 1, 2008, \$1.75 effective May 1, 2009, and \$1.80 effective May 1, 2010) per hour for all regularly scheduled basic workday hours including any between 8:00 A.M. and 4:00 P.M. This premium shall not be paid for any work performed for which overtime is paid.

N. 1. If on any one or more of the regularly scheduled basic workdays within the employees' basic 5-day workweek their regularly scheduled hours of work are changed, and notice of less than 48 hours is given prior to the time they start work under the new schedule of hours for which only straight time is to be paid, they shall be given 4 hours' pay at straight time at their own regular rate in addition to their regular pay. This, however, does not apply at the end of a temporary assignment when employees resume their regular schedule, provided there is at least an 8-hour interval between the two scheduled work periods. In order that employees have 8 hours off between scheduled work periods when going on or coming off a temporary schedule they shall on the last day before the change assume an 8-hour work

Article III – Continued

period and eat their meal on the job. If there is not at least an 8-hour interval between these scheduled work periods, they shall be paid overtime at the applicable rate for the second scheduled period. In applying the above, hours shall not be considered as having been changed if the starting or quitting time, as a temporary replacement on an existing schedule, is one hour or less either before or after the employee's regularly scheduled starting or quitting time. No change in an employee's basic workday schedule shall be made for less than 8 hours.

2. If employees are temporarily transferred from their regular basic 5-day workweek schedule to another basic 5-day workweek schedule involving different days off, they shall assume the days off of the new schedule and during the first week (7 days) of their new assignment be paid at one and one-half times or two times their regular rate of pay for work performed on the first or second scheduled day off under their former schedule. This does not apply at the end of the temporary assignment when employees resume their regular schedule, provided there is at least an 8-hour interval between the two scheduled work periods. If there is not at least an 8-hour interval between these scheduled work periods, they shall be paid overtime at the applicable rate for the second scheduled period. No change in schedule shall be made for less than 8 hours. After the first week employees shall be paid at the straight time rate for work on the days off of their former basic 5-day workweek schedule. In any one payroll week there shall not be more than one overtime premium day at one and one-half times regular rate and one at two times regular rate for work performed on scheduled days off. If in any one payroll week the change to the new schedule or return to regular

Article III – Continued

schedule would result in employees working one or two days less than under their regular schedule, due to the way in which the scheduled days off occur under the two schedules, they shall be given employment at straight time rate so as to give them full employment and pay for the week.

3. If employees, as replacements in posted vacation schedules, are temporarily transferred from their regular basic 5-day workweek schedule to another basic 5-day workweek schedule involving different days off, they shall be paid at one and one-half times their regular rate the first time they work on the first day of rest of their former schedule and at two times their regular rate the first time they work on the second day of rest of their former schedule. This is applicable to the first change of days off in either or both the May 1 to December 31 or January 1 to April 30 vacation periods but not to subsequent changes in the posted vacation schedule. No additional premium pay shall be given if the employee's vacation relief schedule is revised due to a requested change in the vacation assignment of another employee or employees.

4. If the transfer from an employee's regular basic 5-day workweek schedule to another basic 5-day workweek schedule involves both different hours per day and days per week, both Subsections 1 and 2 shall apply.

O. An employee who has worked 16 hours or more shall be entitled to an 8-hour rest period before returning to work. If this rest period extends into the employee's regularly scheduled basic workday within the basic 5-day workweek, the employee shall lose no time thereby.

Article III - Continued

The Company will make every reasonable effort to avoid an overlong assignment by estimating the time of completion sufficiently in advance of 16 hours to permit replacing employees if the estimated time of completion of the work would extend beyond this time period.

P. 1. Employees shall be considered as being called out for overtime work unless they are scheduled for overtime work in accordance with one of the following provisions:

a. Before they leave work on a basic workday within the basic 5-day workweek.

b. Before they leave work at the end of an overtime work period.

c. They are away from work and the notification is given at any time before the end of the basic workday within the basic 5-day workweek immediately preceding the day on which the job was to have been done.

2. An employee who is called out to work shall be paid for a minimum of three hours' time at the applicable rate in accordance with paragraphs a, b, and c below unless the conditions in paragraph d below apply.

a. An employee whose call-out assignment lasts for less than three hours shall be paid as though worked.

b. If employees are called out less than three hours before the start of their regularly scheduled basic workday and work into that day, they shall be paid three hours' pay at the applicable rate in addition to their regular pay for the day.

Article III - Continued

c. Should an employee be called out prior to the start of a scheduled overtime period, the provisions of Section 2 above and Article V, Section L, Subsection 3 shall apply to the period prior to the time of the scheduled overtime. The provisions of Article III, Section P, Subsection 3, and Article V, Section L, Subsections 2 and 4, shall be applicable to the period starting with the time the employee was scheduled to report for overtime work.

d. An employee on Company premises assigned to work one hour or less before the start of the regularly scheduled basic workday shall be paid one hour's pay at the applicable rate in addition to the regular pay for the day.

3. Employees who are scheduled to report to work outside of their regularly scheduled basic workday or basic 5-day workweek shall be paid for a minimum of two hours' time at the applicable rate with the exception that if they continue to work on into their basic workday within the basic 5-day workweek, they shall be paid at the applicable rate only for the actual time worked. If the job is canceled or postponed for four hours or more, no payment shall be made which would be greater than the employee would have earned if the job had not been canceled or postponed for four hours or more and no payment shall be made if notice of cancellation or postponement for four hours or more is given:

a. Before the employee leaves work on the basic workday within the basic 5-day workweek immediately preceding the day on which the job was to have been done.

Article III - Continued

b. Before the employee leaves work at the end of an overtime work period.

c. While the employee is away from work at any time before the end of the basic workday within the basic 5-day workweek immediately preceding the day on which the job was to have been done.

Q. Employees ordered in writing to standby, either at home or elsewhere, awaiting a call for emergency work outside their scheduled working hours, shall be paid two hours at straight time for each 16 hours, or fraction thereof, of standby time for the days from Monday to Friday inclusive, and shall be paid three hours at straight time for each 24 hours, or any fraction thereof, for Saturdays, Sundays, or holidays. Standby assignments shall be rotated among qualified employees in each job classification. Standby orders may be canceled at any time and the employee shall receive standby pay to the end of the period in which the notice is received.

ARTICLE IV SENIORITY IN PROMOTION, TRANSFER, LAYOFF, AND RE-EMPLOYMENT

A. The aggregate of all periods of employment in the Company, any predecessor company, any subsidiary of the Company, or any company now or formerly affiliated with it in the Public Service organization, as shown by the records of the Company, shall be known as "service".

B. Length of service in each classification within an occupational group in a generating station or division shall be known as "seniority".

Article IV – Continued

C. The provisions of this Article shall apply to permanent employees; however, they shall not apply to seasonal employees. Permanent employees are engaged without time limitation. Seasonal employees may be engaged for a period not exceeding six months only in the lowest job classifications to perform work such as conduit construction work, manual labor in pole line construction, tower line construction, right-of-way clearing, upkeep of grounds and vacation relief. The employment of seasonal employees will not result in loss of employment for permanent employees. If continued beyond six months, seasonal employees shall become permanent employees with seniority starting from the date they are made permanent. If it becomes necessary to hire seasonal employees for work in the lowest classifications of a type other than that referred to above, the matter will be taken up with the Union before the employees are engaged. Seasonal employees shall not come under the employee benefit plans of the Company.

D. When an employee is promoted, transferred, demoted, or laid off for lack of work, or penalized or discharged for cause, the Company agrees to confer in advance with representatives of the local Union.

E. 1. a. When a vacancy occurs or when a new position is created within the bargaining unit above the lowest job classification, with the exception of those job classifications which are normally filled from their respective apprentice classifications, the Company shall post a notice on the bulletin board for 10 calendar days, setting forth the job classifications, job duties and requirements, hours and days of work, date of starting, and wage rate. Notices concerning jobs in their occupational groups shall be sent to employees laid off due to lack of work or transferred, in accordance with

Article IV – Continued

Section O of this Article. Employees desiring to be considered should make application to the Manager, setting forth their qualifications. Employees who do not make application within the period of the posting of the notice shall have no right to consideration for the job, with the exception that employees who are not at work during such period, including those in military service (see Article IV, Section P) and who have sufficient seniority shall be considered to have filed an application for the job. The Manager shall supply the local Union with copies of the notice and all applications received.

b. If no applications are received or if none of the applicants qualifies, the Company will notify the local Union and if requested within 5 calendar days, will repost the job for a period of 5 calendar days.

2. In filling these vacancies the applicants must have sufficient qualifications to meet the job requirements of the job classification being applied for, as set forth in the Company's job specifications, and:

a. For promotions to all job classifications within the bargaining unit, except for b and c of this Subsection, where qualifications a, b and c, shown in Subsection 3 below, of the applicants are sufficient, seniority shall govern.

b. For promotions to "Chief" and "Senior" job classifications, where qualifications a, b and c, shown in Subsection 3 below, of the applicants are reasonably equal, seniority shall govern.

c. For transfers to job classifications within the bargaining unit, when the job cannot be filled by progression within the same occupational group, where

Article IV – Continued

qualifications a, b and c shown in Subsection 3 below, of the applicants are reasonably equal, service shall govern.

3. The qualifications referred to in Subsection 2 above are:

a. Performance, as demonstrated in present job.

b. Knowledge of the job which is being filled, as described in the job specifications.

c. Experience in types of work related to the job being filled.

4. Where the seniority of two or more applicants is equal, the seniority in the next lower classification shall be compared and so on, until the lowest job classification is reached; then service shall be compared in the generating station or division bargaining unit and then in the Company. If service in the Company is equal, employee number shall be compared.

F. 1. The Manager of each generating station and division will post a notice every April 1 and October 1 for 10 calendar days requesting applications from employees who may desire a job in the lowest job classification of another occupational group. The applications of employees who are absent from work during the period of the posting of this notice will be accepted if they are given to the Manager within 7 calendar days of their return to work. The Manager shall supply the local Union with copies of the notice and all

Article IV – Continued

applications received. Applications shall remain in effect until the date of posting the next such notice.

2. a. When a vacancy occurs in one of the lowest job classifications, employees, who have applied for transfer to that job classification as set forth in Subsection 1 above, and whose qualifications for the work of the occupational group to which they have requested a transfer are considered to be satisfactory, shall be given preference before hiring an applicant for employment.

b. When the qualifications of two or more applicants for transfer to one of the lowest job classifications are reasonably equal, total combined service in the IBEW bargaining unit shall govern.

3. Employees "bidding in" to a job in another occupational group shall receive the entering rate for that job unless they possess related experience or knowledge of the new work. In such cases, they shall be placed on the wage progression schedule at the wage step commensurate with their experience or knowledge. An employee with more than six months experience shall transfer at the second step and an employee with more than twelve months experience shall transfer at the third step unless qualified for a higher rate as described above. If employees have actually worked in the new classification, they shall be given credit for the hours worked and their wage progression date adjusted accordingly.

4. If, in filling vacancies in the lowest job classifications the applicants selected are in classes of work from which they cannot be spared because of the requirements of the work their appropriate order of seniority in their new

Article IV - Continued

Occupational groups will be protected and the vacancies may be filled temporarily by some other persons.

G. (Deleted 1982 Negotiations)

H. Employees promoted to the first level of supervision after May 1, 1975 shall not be returned to the bargaining unit except during the first six months after promotion. Employees promoted prior to May 1, 1975 may be returned to the bargaining unit with seniority credit for all time spent outside the bargaining unit prior to May 1, 1973. If employees are unable to perform the work of their former classification, the classification to which they are assigned and the seniority assumed shall be mutually agreed upon by the Company and Union.

I. 1. New employees will be considered probationary during the first 12 months of their employment. During this probationary period, the Company may dismiss them, after notification to the Union, without regard to the other provisions of this Agreement. New employees shall be placed on the seniority list as of the first day of their employment.

2. (Deleted 1982 Negotiations)

J. Employees who are transferred from one occupational group to another, or from one generating station or division to another, for a period of 6 months shall be assumed to be continuing in the occupational group from which they were transferred, and during such period they shall have no seniority in the occupational group to which they are so transferred. At the end of 6 months they shall assume in the new occupational group the seniority earned in that group and shall retain in the original occupational group the seniority they had in that

Article IV – Continued

group when they left it. When their seniority in all classifications in the new occupational group equals the seniority in all classifications in the original occupational group, they shall no longer be eligible for promotion in the original occupational group.

K. Employees who are promoted or transferred shall be given a reasonable qualifying period in which it shall be determined whether or not they can meet the job requirements. During this period they shall be instructed and trained in the job. Employees failing to meet the job requirements within this period shall be reassigned to the classification from which they were promoted or transferred and shall immediately resume the wage rate and the seniority they would have been entitled to if they had not left this classification. This shall in no way prejudice an employee's opportunities for future promotions.

L. When it is necessary to reduce forces in an occupational group in a generating station or division of the Mail Service or PSEG Power – Nuclear because of lack of work, seniority shall govern. Starting with the classification in which the surplus exists those with the least seniority shall be placed in the next lower classification in that occupational group, and if a surplus exists there, then those with the least seniority shall be placed in the next lower classification in that occupational group, and this procedure shall be followed until the lowest classification in that occupational group is reached. The seniority of an employee demoted to a lower classification above the entering classification in the procedure shall transcend the seniority of other employees in that classification.

Article IV – Continued

In the event of a layoff

The Company shall determine the number of employees with the least amount of employment in all classifications covered by this Agreement to be laid off. All employees in the lowest classification in the occupational groups affected, in order of total length of employment in all classifications covered by this Agreement, shall be offered the opportunity to fill any of the classifications within the location employed held by any of that number to be laid off whose work the employee is reasonably qualified to perform. In the event that none of the employees in the lowest classifications in the affected occupational groups are qualified to perform the work of the classification held by one of that number of junior employees scheduled to be laid off, the next most junior employee shall be added to the list of those to be laid off and the job selection process repeated. This procedure will be repeated until such time that no employee shall be laid off as long as any work for which he/she is reasonably qualified is being performed by an employee with less employment as defined above. In all cases the determination of qualifications shall be made by the Company and such determination shall not be subject to the provisions of Article IX.

In the event of no layoff

The Company shall determine the classifications where openings are available. Those employees demoted to the lowest classification in an occupational group and those already in the classification shall be given the opportunity to select from the designated classifications for which he/she is qualified in order of total length of employment in all classifications covered by this Agreement. Transfers under this provision supersede applications under provisions of Article IV, Section F.

Article IV - Continued

M. The procedure established in Section L of this Article shall be modified as follows in the case of Local Union 94 President, Vice-President, Recording Secretary, Financial Secretary, Treasurer, Executive Board Members, Business Agents and Chief Stewards. In the event that the required reduction in force has not been accomplished by the time that any of these employees who are involved in the reduction has reached the lowest position in their occupational group, then they shall not be laid off as long as work is being done by employees in any other occupational group within the generating station or division which they are qualified to perform. In this case the employees whose work the representatives are qualified to perform shall replace junior employees, and if there are none then they shall be laid off. The Local Union shall inform the Manager - Industrial Relations in writing of the names of the representatives who are to be so treated.

N. Lists showing seniority and service shall be supplied to the local Union. Revisions shall be supplied every 6 months. The local Union shall be given notice of new employees hired.

O. 1. When additional employees are needed in a classification in a generating station or division above the entering level, the employees who have been curtailed or transferred from that classification due to lack of work and have remained on the property shall be offered the jobs in the reverse sequence in which the classification was vacated provided that the physical conditions of the individual is no worse than at the time of curtailment.

Article IV – Continued

2. When additional employees are needed in an entering level classification in a generating station or division these vacancies shall be filled in accordance with the provisions of Article IV, Section F before recalling those on layoff.

3. Providing they meet the minimum requirements for the job, persons laid off under Article IV, Section L, shall, for a period of two years, be offered available jobs in the generating station or division from which they were laid off before hiring others. When employees are recalled from layoff, they shall be recalled in order of their length of service in classifications covered by this Agreement. 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 7 days after receipt of the notice of the desire of the former employee to accept the offer of the job and that he/she will start work not later than 30 days 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.

P. 1. An employee who enters the armed forces of the United States of America or a reserve component thereof, and who, under Federal law, is entitled to reinstatement upon release from such service, shall be reinstated in accordance with the provisions of the law. Should the granting of the position to the returned serviceman/servicewoman create a surplus, employees shall be downgraded and, if necessary, laid off in accordance with the provisions of Article IV, Section L.

Article IV - Continued

2. Permanent employees who, as a result of membership in a reserve component of the Armed Services including the National Guard, are required to serve a two-week period of active duty for training will be entitled to a differential payment equal to the amount their straight time Company pay exceeds their military pay for that same period. No more than one payment to an employee will be made during any calendar year.

ARTICLE V WORKING CONDITIONS

A. 1. The safety rules and regulations established by the Company or governmental authority shall be strictly adhered to by both the employees and the Company, and the Company shall enforce these rules and regulations uniformly. The Company Safety Manual shall be placed in an accessible location for the use of employees. Representatives of the Company and the Union shall meet at the request of either to discuss the reasonableness of safety rules and regulations. Proposed changes in safety rules and regulations shall be submitted to the Union for full discussion before becoming effective.

2. When members of the bargaining unit are being interviewed by an accident investigating committee or by two or more supervisors for the purpose of determining the facts concerning an accident, or when any interview is being conducted because the apparent circumstances might warrant disciplinary action, a Union representative shall be present. An additional Union representative from Local 94 may be present during interviews relating to an accident investigation where the accident resulted

Article V - Continued

in the death of a bargaining unit member. Also, as an accident investigation progresses, the Company may, at its discretion, include a Union representative for portions of the fact finding. Upon completion of the investigation of the accident the Union will be informed of the general results of such investigation.

3. A group at each station or division, composed of two members from management, two members selected by and from the Union, with the Safety Supervisor as chairperson, shall meet periodically to discuss matters related to the safety of personnel. This group shall not investigate accidents.

B. In emergencies employees will perform any work for which they are qualified. However, employees in a lower classification will be used for work in a higher classification only when those in the higher classification in a generating station or division are unavailable or exhausted. In no event will two Grade 2 employees be assigned to a hazardous job which requires at least one Grade 1 employee.

C. 1. Employees may be assigned temporarily to perform the duties of a higher classification for which they are qualified:

a. In emergencies, as provided for in Article V, Section B.

b. To replace other employees who are off with pay, on leave of absence for 13 weeks or less, or temporarily unable to fulfill their normal duties.

c. Pending the filling of a vacancy.

Article V – Continued

Employees may not be up-graded to delay a promotion or to avoid an increase in the normal working force.

2. When so assigned they shall be paid for time worked but for no less than one hour at the rate of the higher classification, as shown in Exhibit A, based on the time in the higher classification; such time to be determined as follows:

a. For time accumulated on temporary assignments, they shall be credited with the hours worked within their regularly scheduled basic workday or basic 5-day workweek, but for no less than one hour per assignment. No credit shall be allowed for hours of overtime worked.

b. If the employees have previously held the higher classification, they shall be credited with their length of service in that classification.

3. When employees are promoted to a higher classification all time in that classification, as outlined in Paragraph 2 of this Section, shall be credited to the employees in determining their rate of pay and the dates of subsequent increases under the wage progression schedule.

D. 1. Employees assigned for a temporary period to a lower classification shall receive their regular rate of pay during the period of that assignment.

2. When an employee is to be permanently assigned to a lower classification the employee and the Union shall be notified. If this assignment is made under the provisions of Article IV, Section L or Section P, the rate

Article V – Continued

of pay shall be determined in accordance with one of the following:

a. An employee curtailed to a lower classification in his/her own occupational group shall retain his/her present rate of pay for 90 days and then shall receive the final rate of the lower classifications.

b. An employee above the lowest level who is transferred to the lowest level of another occupational group shall retain his/her rate for 90 days and then receive the final rate of the new classification.

c. An employee curtailed to a classification above the lowest level in another occupational group shall retain his/her present rate of pay for 90 days and then shall receive the starting rate of the new classification and continue wage progression from the date of entry into the new classification.

d. An employee in the lowest classification of an occupational group who is reclassified to the lowest classification of another occupational group which has a higher final rate shall continue on his/her wage progression.

e. An employee in the lowest classification of an occupational group who is transferred to the lowest classification of another occupational group which has the same final rate of pay shall transfer at his/her present rate and continue his/her progression.

f. An employee in the lowest classification of an occupational group who is transferred to the lowest classification of another occupational group which has a

Article V – Continued

lower final rate of pay shall retain his/her present rate for 90 days and then receive the final rate of his/her new classification.

If the assignment is made for other reasons, the employees shall immediately assume the new rate assigned to them.

3. Employees who come within the scope of the "Statement of Policy for Handling Partially Incapacitated Employees" will be exempted from the provisions of this Section but will be treated instead in accordance with the foregoing statement of policy. Certain seniority provisions of this Agreement will be waived in order that this may be done.

E. Employees shall not be required to perform any hazardous task with which they are not familiar.

F. 1. At all times, except during extreme emergencies or in those cases where employees normally work alone in their operating duties as explained below, there must be two qualified employees on the job when work is being done on live primaries, or electric line equipment considered high voltage. Operating duties are intended to cover (a) substation operating routine, and (b) work ordinarily performed by Troubleshooters, except in those cases where more than one employee is required because of the physical limitations of one employee. Also, and without any exception, there must be two qualified employees working together (a) under storm conditions on the refusing of transformers, and (b) at any time, on the replacing of live primaries or repairing of live street lighting circuits. However, when Linemen/Linewomen or Troubleshooters working alone are confronted with work which would be dangerous for

Article V – Continued

them to undertake by themselves they shall be furnished assistance upon request. A qualified employee for the purposes of this paragraph, is a Lineman/Linewoman - Grade 1 or a Troubleshooter, except that a Lineman/Linewoman - Grade 2 may be employed on such work, in accordance with the job specifications, when there are two Linemen/Linewomen - Grade 1 on the job. Those work practices which involve the use of two Linemen/Linewomen will be standardized by the Company after discussion with the Union and will be included in the construction handbook.

2. Where the Company's work practices require two employees, two employees shall be used. The Union may call to the Company's attention jobs which in its opinion require two employees, and the Company will give full consideration to its recommendations.

G. Employees affected, shall be notified of standard procedures and practices, changes in equipment and operating practices, all of which shall be made available to them as soon as practicable.

H. 1. The Company shall furnish all tools, work gloves, raincoats, boots and hats, safety devices, and other equipment considered necessary by the Company including protective work clothing for those engaged in painting or working with corrosive agents. The employee receiving such tools and equipment shall be held responsible for their return in good condition, ordinary wear and tear, and reasonable loss excepted. The Company shall provide suitable and safe space for storing tools and equipment furnished to employees.

Article V – Continued

2. The Company will furnish protective safety glasses to those employees who are required to wear them under existing departmental rules. The employee is responsible for acquiring and submitting the prescription to the Company at no cost to the Company.

I. If the Company in writing requires employees to have a telephone in their home, the Company shall bear all costs incidental to its service for Company use.

J. Employees who report to division or district headquarters buildings shall be transported to and from their work locations on Company time. The practice regarding place of reporting for work and transportation of other employees has been agreed upon by the Company and the Union and shall be continued.

K. When the Company requires employees to be away from their homes overnight, the Company shall pay for adequate lodgings and meals, and shall advance money therefore when requested by employees in such cases.

L. 1. Employees who are required to continue work for more than two hours beyond the scheduled quitting time shall be entitled to a meal furnished or paid for by the Company and to an additional meal for each additional 5 hours worked thereafter. The meal entitlement for overtime that extends more than two (2) hours and up to three and one-half (3-½) hours beyond the day shift may be served at the end of the assignment. At the end of the overtime assignment, the employee may elect to either be paid one-half hour and the meal allowance or take the overtime meal in accordance with Article V, Section L.6. Where a meal is provided, employees will be given one half hour to consume their meal. Regularly scheduled meal periods shall be observed, except in

Article V – Continued

emergencies, in which case another meal period shall be observed as soon as can reasonably be done. The principle established above also applies to the ten-hour shift where the overtime extends no more than two hours beyond the basic workday.

2. a. Non-shift employees who are scheduled to report for work in advance of one of their regularly scheduled basic workdays within their basic 5-day workweek and who, in this overtime period, work into or through a scheduled meal period, as defined below, shall be entitled to a meal furnished or paid for by the Company for the first scheduled meal period in which they work and to an additional meal for each 5 hours of overtime worked thereafter.

b. Shift or scheduled employees who are scheduled or called out and work into or through the period 1 hour and a half to 1 hour prior to their regular starting time on one of their regularly scheduled basic workdays within their basic workweek shall be entitled to a meal furnished or paid for by the Company and to an additional meal for each additional 5 hours of overtime work prior thereto.

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

4. a. Employees who are scheduled to work on their first or second day of rest and who work, in addition to the 8 regularly scheduled hours of their basic workday,

Article V – Continued

more than one hour before their scheduled starting time on a basic workday, shall be entitled to an overtime meal furnished or paid for by the Company. If, in addition to working the 8 regularly scheduled hours of their basic workday, they are required to work for more than 2 hours beyond their scheduled quitting time on a basic workday, they shall be entitled to a meal furnished or paid for by the Company and to an additional meal for each additional 5 hours worked thereafter.

b. Employees who are scheduled to work on their first or second day of rest during a period other than the 8 regularly scheduled hours of their basic workday shall be entitled to an overtime meal after the first 10 hours of work and to an additional meal for each additional 5 hours worked thereafter.

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

6. Employees shall be allowed time during the work period to eat these overtime meals, and only such time shall be taken as is reasonably necessary to obtain and eat the meals.

7. The allowance for meals shall be \$12.25 (effective May 1, 2006 - \$12.50; effective May 1, 2007 - \$12.75; effective May 1, 2008 - \$13.00; effective May 1, 2009 - \$13.25; and effective May 1, 2010 - \$13.50)

M. Employees shall not be required to do their regular work outdoors in rainy or inclement weather except in emergencies or to perform essential work such as outdoor switching, coal and ash handling, and necessary

Article V – Continued

snow removal. The Company supervisors shall decide what constitutes rainy or inclement weather.

N. 1. a. The Company and the Union agree that Utility Construction projects shall be undertaken by bargaining unit employees, but that the Company may subcontract work consistent with Article V, Section N, Paragraph 2 and the May 1, 1977 Contracting of Work Letter of Agreement.

b. Utility projects may be subcontracted, in accordance with Paragraph a. above, to qualified employers who have a labor agreement with Local 94, or who agree to become signatory to a Local Union 94 collective bargaining agreement, with wages, benefits and conditions equal to, or better than, those in the current agreement with the Utility.

c. Notwithstanding Paragraph b. above, the Utility may subcontract construction project work to qualified employees who are, or agree to become signatory to a Construction Industry Association form of collective bargaining agreement with an IBEW "A" Local or the appropriate represented workers skilled in construction industry trades and crafts.

2. The Company and the Union shall abide by the "Award of Arbitrator" and "Opinion of Arbitrator", dated December 15, 1944, made by the Arbitrator, George W. Alger, concerning contracting out work customarily performed by employees within the bargaining unit which provided that the Company may contract out work to meet the needs of the business except that the contracting out of work shall not result in the layoff nor in the downgrading, with reduction in pay, of the employees who customarily perform the work.

Article V – Continued

O. 1. No Supervisor shall act in other than a supervisory capacity except in emergencies. This is not intended to prevent a Supervisor from protecting life or property nor from giving emergency assistance. However, the primary function of Supervisors is supervision and they are not to perform work which will eliminate an employee or interfere with supervision.

2. The Company will furnish adequate supervision for the direction of the working forces and have orders concerning the work being done given to employees by the Supervisor to whom they are assigned for that work.

P. All permanent employees shall receive full time employment provided that they report for duty on their assigned schedules in accordance with the terms and conditions of this Agreement. The provisions of this Section shall not in any way supersede the provisions of Article II, Section A.

Q. The Company will not increase the hours of work beyond those now worked in order to reduce the working force unless required to do so by governmental order.

R. 1. Permanent employees who are injured while working outside the regular hours of their basic 5-day workweek, and are required to leave the job that day to be given medical treatment, shall be paid, at the applicable rate, for reasonable time to receive such treatment, not exceeding two hours.

2. When, in the judgment of the Company, an escort is necessary for another employee who must leave the job because of injury or illness, the escort shall lose no pay.

Article V – Continued

3. Employees who are required by the Company to have medical attention or physical examination shall be compensated for incurred traveling expenses. Every effort will be made to schedule appointments so that employees will be subjected to minimum inconvenience.

4. Employees who report for medical attention or physical examination, as scheduled, and who are held over their regular meal period in order to accept a rescheduled appointment more convenient for the Company will be entitled to a meal allowance.

ARTICLE VI WAGES

A. The wage rates for the period of the Agreement shall be those set forth in Exhibit A, attached hereto and made a part hereof.

ARTICLE VII VACATIONS - LEAVES OF ABSENCE

A. Permanent employees having 10 months or more of service on May 1, shall be entitled to 2 weeks vacation in that year, with 10 days' pay of 8 hours each. Those permanent employees who have had a shorter period of service shall have 1 day vacation with pay of 8 hours for each month of service starting with 1 day if employed in April of the year, 2 days if employed in March of the year, and so forth, up to 10 days if employed in July of the previous year. Permanent employees who will have attained 6 years or more of service, but less than 15 years of service, on October 1 shall be entitled to 3 weeks vacation in that year with 15 days' pay of 8 hours

Article VII - Continued

each at the regular straight time rate. Permanent employees who will have attained 15 years or more of service, but less than 21 years of service on October 1 shall be entitled to 4 weeks vacation in that year, with 20 days' pay of 8 hours each at the regular straight time rate. Permanent employees who will have attained 21 years or more of service but less than 30 years of service on October 1 shall be entitled to 5 weeks vacation in that year with 25 days' pay of 8 hours each at the regular straight time rate. Permanent employees who will have attained 30 years or more of service on October 1 shall be entitled to 6 weeks vacation in that year, with 30 days' pay of 8 hours each at the regular straight time rate. The third, fourth, fifth and sixth weeks may be taken within the normal vacation period only if operating conditions permit; otherwise, they are to be taken outside of the normal vacation period.

B. Should a holiday be observed on one of the employees' regularly scheduled basic workdays within their basic 5-day workweek while they are on vacation, they shall be entitled to an additional day off with pay at the beginning or end of their vacation.

C. Vacations will normally be taken within a single period, with the exception of the third, fourth, fifth and sixth weeks. If employees desire to split their vacations into not more than 2 periods, application should be made to the department head and the request will be approved where schedules permit. Provided operating conditions permit and at least two days advance notice except in emergencies has been given, an employee may elect to take vacation time one day at a time not to exceed five days per year. Under these conditions one day absence in lieu of vacation may be taken as a personal day off

Article VII – Continued

without pay at the employee's option. If an employee desires to split one of his/her single vacation days, he/she may do so by splitting the day into two segments, operating conditions permitting, as follows:

- 8 hour schedule – two 4-hour segments
- 10 hour schedule – two 5-hour segments
- 12 hour schedule – two 6-hour segments

D. The normal vacation period shall be between May 1 and September 30.

E. (Deleted 1996 Negotiations)

F. Vacation schedules for each occupational group shall be discussed with the local Union not less than 30 days in advance of the normal vacation period and shall be posted on the bulletin boards as soon thereafter as possible. These schedules will be arranged in conformity with the wishes of the employees within the limits of reasonable operating procedures.

G. Permanent employees with more than six months service who are separated from the Company for any cause shall be given vacation pay for accrued vacation if they work up to the date of separation. An employee who resigns during a vacation period, which is in excess of the vacation accrued at the time the vacation is taken, shall be paid only for the accrued vacation period. Vacation accrual shall be as defined in Section A above. When separation is due to the death of the employee, the heirs or estate shall receive the greater of the employee's accrued vacation pay or 15 days' pay of 8 hours each (this payment will not be made to employees on military leave of absence covered by Article IV, Section P.1).

Article VII - Continued

H. 1. Employees who are selected to serve as representatives for Local Union 94 shall, after reasonable notice to the Company, be granted a leave of absence without pay during their term of office, and shall continue to accumulate seniority and service credit toward their pensions throughout the leave of absence. Each leave of absence shall expire at the end of one year, and be renewable for any subsequent year. Requests for each initial and renewed leave of absence shall be made by letter to the Manager - Industrial Relations. In calculating the pension of such an employee, the "earnings" factor during the period of the leave of absence shall be based on the hourly rate in effect in their permanent job classification at the time of the request. Upon termination of their duties they shall be reinstated in their former position provided they are physically able to perform the work and it has not been eliminated. If the position has been eliminated they shall be treated according to the seniority provisions of Article IV, Section M. However, if they are physically unable to perform the work of their former position, whether or not it has been eliminated, the Company will endeavor to find work in any classification in the IBEW bargaining unit within the employee's division or generating station having a rate equal to that computed by the formula. The seniority provision of the Agreement will be waived so that they may advance to a job classification having a rate equal to the formula, when they are qualified to do the work of that job classification and there is a vacancy. The transfer of these individuals to another job classification does not constitute an increase in its normal work force. The number of employees on leave of absence for this purpose shall not at any time exceed six unless increased by mutual agreement.

Article VII – Continued

2. Upon return to full time Company employment, former Union representatives shall be given the opportunity to qualify for promotion to the next higher bargaining unit job classification within their former occupational group provided an employee with less seniority had been so promoted during such leave of absence. If they qualify for the job they shall be promoted with seniority starting from the date they would have been promoted had they not been on leave of absence. If such promotions cause a surplus in the higher classification employees with the least seniority in that classification shall be returned to their former classification and wage rate.

I. Employees who are selected by the Union to serve as accredited delegates to conventions or similar meetings shall, after reasonable notice to the Company, be granted a leave of absence without pay for sufficient time for this purpose. Designated Union officers shall, after reasonable notice to the Company, be released without pay to attend scheduled meetings of the Union.

J. 1. Time off on an employee's basic workday within the basic 5-day workweek, without loss of pay, shall be granted to a permanent employee in the event of a death, as follows:

a. Where the deceased was the father, mother, brother, sister, husband, wife, child, father-in-law, or mother-in-law of the employee, the employee shall be given time off of 3 consecutive working days. This provision will apply where the deceased was the stepfather or stepmother of the employee, provided the actual relationship between the employee and the deceased approximated that of a father or mother, or where the deceased was another relative and a member

Article VII – Continued

of the household wherein the employee resides. Where the deceased was the grandfather, grandmother or grandchild of the employee, the employee shall be given 1 day off between death and burial.

b. The days off as defined above shall be three consecutive working days, exclusive of holidays as defined in Article III, Section H, that either begin with the day of death (or the next working day following) or conclude with the day of burial as requested by the employee. In exceptional cases involving distances and intervals of time not covered by the foregoing, the Manager will give individual consideration to a request to split the three consecutive working days, based on the circumstances in each case. The decision of the Manager in such cases shall not be subject to Article IX.

2. Time off, on an employee's basic workday within the basic 5-day workweek, without loss of pay, shall be granted to a permanent employee for jury duty. Employees who serve more than one-half day on jury duty shall not be required to perform their regular work that day; however, if they are excused for one-half day or more they shall report for work unless because of the unusual circumstances of the case they are excused from reporting, by their Supervisor.

K. Permanent employees shall be granted a leave of absence without pay after reasonable notice to the Company, provided that the conditions of work at the time are such that their services can be spared. The leaves of absence shall be one week for each full year of service up to and including a maximum of 13 weeks in any consecutive five-year rolling period. The Company shall notify the local Union when employees are granted a leave of absence. During these leaves of absence

Article VII – Continued

seniority shall accumulate. If the employees overstay such leave, or if they accept employment elsewhere during such leave, without consent of the Company, their employment with the Company shall be deemed to have terminated.

ARTICLE VIII EMPLOYEE BENEFITS

A. 1. For the duration of this Agreement but without commitment or liability thereafter, permanent employees who have completed one year or more of service and who are laid off because no further work can be found for them in any job classification in the Company, shall be given an allowance of two week's base pay for each full year of service. This allowance shall be in addition to any vacation pay given the separated employee. It is understood, however, that employees shall be entitled at any one layoff time to only such severance pay as has not been previously paid them, at the rate of two week's pay for each year of service (allowances paid prior to May 1, 1980 shall not be considered in the determination of subsequent entitlements). In addition, during the first three months following such termination of employment, the Company will pay the cost of COBRA health 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 has the right to request a Waiver and Release from the participant prior to payment of a separation benefit. Such Waiver and Release does not prevent the filing of a grievance or arbitration on the part of a Union.

Article VIII – Continued

2. Employees who have completed one year or more of service and who are offered a transfer to another work location because of lack of work may refuse such transfer and elect to take the allowance outlined above, but the provisions of Article IV, Section O shall not apply.

3. Employees who have completed one year or more of service and who are reclassified because of a curtailment of forces, may elect to be separated and take the allowance outlined above, but the provisions of Article IV, Section O shall not apply.

B. During the period of the Agreement, the Company shall not suspend its Group Life Insurance Plan, Disability Benefits Plan, Death Benefits Plan and Pension Plan, nor diminish any of the benefits provided under said Plans, and the Union shall not request any changes in said Plans. However, the Company will discuss these Plans with the Union at its request.

Disputes or differences arising between the Company and the Union or its members as to the interpretation, application, or operation of the provisions of this Section B of Article VIII of the Agreement shall not be subject to arbitration under Article IX of the Agreement.

ARTICLE IX GRIEVANCES - ARBITRATION

A. Should any dispute or difference arise between the Company and the Union or its members as to the interpretation, application, or operation of any provision of this Agreement, not specifically settled in said Agreement, both parties shall endeavor to settle these in

Article IX - Continued

the simplest and most direct manner. The procedure shall be as follows (unless any step or steps thereof are waived, combined, or extended by mutual consent):

B. **FIRST:** Between the Union representative and the immediate supervisor. Matters pertaining to the work being done shall be settled immediately, and a reply to a grievance of any nature shall be given within 3 days (exclusive of Saturday, Sunday, or holiday).

C. **SECOND:** Between 2 members of the local Union's Grievance Committee and the Department Head. A reply shall be given within 5 days (exclusive of Saturday, Sunday, or holiday).

D. **THIRD:** Between members of the local Union's Grievance Committee, not to exceed 5 in number, and the generating station or division Manager. The representative of Local 94 may participate in the settlement of the grievance. The grievance shall be in writing. A reply will be given, if possible, at the meeting in which it is presented, but in no event shall a reply be given later than at the next regular grievance meeting. The Manager shall confirm the reply in writing within 5 working days. If a grievance is not presented in this step within 45 calendar days after its occurrence, it shall no longer be considered as existing.

E. **FOURTH:** Between 5 representatives of Local 94 and the Senior Vice President - Electric or designated representatives. A reply shall be given within 15 calendar days and it shall be confirmed in writing within 10 working days thereafter. In discharge cases, a written reply shall be given within 5 working days after the meeting. If an extension of time for the reply is requested by either party, such extension shall not

Article IX – Continued

exceed 30 days (10 days in the case of discharge). If a grievance is not presented in this step within 45 calendar days after the reply was given in the third step, it shall no longer be considered as existing.

F. **FIFTH:** If the dispute or difference is not settled in the fourth step above, either party may request that the matter be referred to arbitration, if this request is made within 45 days after the reply was given in the fourth step. The Arbitration Board shall consist of one representative for the Union, one for the Company, and an odd member to be selected through the American Arbitration Association and in accordance with the rules of the Association. Both parties shall be bound by the selection of the odd member made in accordance with the foregoing. The Association shall be directed to submit a list of at least 20 names. However, in the case of a discharge the impartial arbitrator shall be selected in rotation from an alphabetical list of ten arbitrators jointly determined by the parties. Deletions from the list may be made at any time at the request of either party. Replacements will be selected on a mutually agreeable basis. Discharge cases will be heard before a single arbitrator. There will be no transcripts of the hearings but the parties will have the option of submitting post-hearing briefs. Each party shall bear the expense of its own arbitrators, and the expenses of the arbitration and of the odd member shall be borne equally by both parties. The Arbitration Board shall, without delay, hear the evidence and render its majority decision, which shall be final and binding upon both parties for the duration of this Agreement. The majority shall submit a written opinion.

Article IX - Continued

All grievances submitted to this step involving a continuing liability will be referred by the Union to the American Arbitration Association for processing within 90 consecutive calendar days after the Company's Fourth Step Reply. Failure to refer the grievance will relieve the Company from accruing any liability after the 90 days specified.

For any arbitration case, both parties will submit biographies, resumes or relevant fact sheets to the arbitrator or panel of arbitrators at the start of the formal hearing in order to expedite the arbitration hearing.

Grievances in this step shall be processed in accordance with the rules of the American Arbitration Association.

G. Specified periods shall be agreed upon for the discussion of grievances and mutual problems. However, either Company or Union has the right to take up immediately any matter which cannot reasonably be delayed. Members of the Grievance Committee shall be allowed the necessary time off, without loss of scheduled pay, to discuss grievances and mutual problems with the Company.

H. Should employees be laid off or discharged they shall be entitled to a hearing, starting with the fourth step above, within 20 working days of receipt of the Union's written request. If it is determined that the layoff or discharge is in violation of the terms of this Agreement, the employees shall be restored to their former position and status without loss of pay.

I. The Company may submit complaints to the Executive Board of the local Union involved and if not

Article IX - Continued

settled these may be submitted to the grievance procedure starting with the fourth step above. Complaints of a general nature may be submitted directly to Local 94.

ARTICLE X JOB SPECIFICATIONS

A. Job specifications, which have been agreed upon by the Company and the Union, shall be a part of this Agreement and be in effect for the period of this Agreement.

B. If it becomes necessary, because of changes in equipment, operations, or organization of work, to establish new job classifications not listed in Exhibit A, the Company shall prepare and furnish to the Union copies of the new job specifications and shall negotiate with the Union concerning changes desired by the Union.

C. The Company shall negotiate with the Union the wage rates for the new job classifications established in Section B of this Article.

D. Section B of this Article shall not be subject to the provisions of Article IX.

ARTICLE XI PERIOD OF AGREEMENT

A. This Agreement shall become effective May 1, 2005. It is understood and agreed that this Agreement is in continuation of the Principal Agreement which became

ARTICLE XI – Continued

effective May 1, 2005. This Agreement shall remain in full force and effect until and including April 30, 2011, and thereafter shall be considered renewed from term to term for periods of 1 year each; provided, however, that a written notice of desire to amend or to terminate it may be given by either party to the other, at least 60 days prior to April 30, 2011, or at least 60 days prior to April 30 of any year thereafter; and provided further, however, that changes may be made at any time by mutual consent. A refusal by the Company or the Union to exhaust the remedies provided by this Agreement as to arbitration shall, at the option of the other party to the Agreement, annul this Agreement and any other labor agreement between the Public Service Electric and Gas Company, PSEG Power, PSEG Services Corporation and Local Union 94 of the International Brotherhood of Electrical Workers.

B. If past or future interpretation of the Fair Labor Standards Act concerning premium pay by any court or the Administrator would have the effect of increasing or decreasing weekly earnings beyond those now paid according to this Agreement, the Company and the Union agree to renegotiate premium pay provisions of this Agreement so that thereafter the weekly earnings shall be no greater or less than are now being paid.

**PUBLIC SERVICE ELECTRIC AND GAS COMPANY, PSEG
POWER AND PSEG SERVICES CORPORATION (FOSSIL
AND NUCLEAR GENERATION, ELECTRIC DELIVERY,
FLEET MAINTENANCE CENTER, MAPLEWOOD TESTING
SERVICES, AND MAIL SERVICE)**

Margaret M. Pego
Vice President -
Human Resources
PSEG Services
Corporation

Robert N. Turken
Director - Labor Relations
PSEG Services
Corporation

John F. Tiberi
Director - Industrial Relations
PSEG Services Corporation

**LOCAL UNION 94 OF THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS**

John G. Gerrity
President

Carl Romao
Vice President

Ernest Meyer
Recording Secretary

Mulford Hufsey
Financial Secretary

Steven R. Spiese Sr.
Treasurer

Charles Hassler
Business Agent - Nuclear

Tom McGuire
Business Agent -
Distribution

Kenneth Thoman
Business Agent - Fossil

Douglas Anthony
Business Agent -
Distribution

**PUBLIC SERVICE
EXHIBIT A - PAY STEPS
WEEKLY AND HOURLY RATES**

EFFECTIVE: February 17, 2005 Through April 30, 2006

Pay Step	Hourly	Weekly	Pay Step	Hourly	Weekly
A	\$14.131	\$565.24	O"	\$34.284	\$1,371.36
B	\$15.934	\$637.36	O'	\$34.350	\$1,374.00
C	\$17.729	\$709.16	O'''	\$34.799	\$1,391.96
D	\$19.527	\$781.08	P	\$34.864	\$1,394.56
E	\$22.458	\$898.32	P"	\$35.312	\$1,412.48
F	\$23.588	\$943.52	P'	\$35.486	\$1,419.44
G	\$24.711	\$988.44	P'''	\$35.932	\$1,437.28
G'	\$25.064	\$1,002.56	Q	\$36.091	\$1,443.64
H	\$25.838	\$1,033.52	Q"	\$36.543	\$1,461.72
H'	\$26.199	\$1,047.96	Q'	\$36.610	\$1,464.40
H''	\$26.287	\$1,051.48	Q'''	\$37.059	\$1,482.36
I	\$26.969	\$1,078.76	R	\$37.128	\$1,485.12
I'	\$27.321	\$1,092.84	R"	\$37.575	\$1,503.00
I''	\$27.415	\$1,096.60	S	\$38.347	\$1,533.88
J	\$28.102	\$1,124.08	T	\$39.567	\$1,582.68
J''	\$28.550	\$1,142.00	U	\$40.876	\$1,635.04
J'''	\$29.011	\$1,160.44	V	\$42.212	\$1,688.48
K	\$29.220	\$1,168.80			
K''	\$29.669	\$1,186.76			
L	\$30.350	\$1,214.00			
L''	\$30.801	\$1,232.04			
L'	\$30.963	\$1,238.52			
L'''	\$31.313	\$1,252.52			
M	\$31.579	\$1,263.16			
M''	\$32.026	\$1,281.04			
M'	\$32.096	\$1,283.84			
N	\$32.614	\$1,304.56			
N''	\$33.063	\$1,322.52			
N'	\$33.226	\$1,329.04			
N'''	\$33.673	\$1,346.92			
O	\$33.834	\$1,353.36			

(") and (""") pay steps apply to certain Nuclear classifications only

**PUBLIC SERVICE
EXHIBIT A - PAY STEPS
WEEKLY AND HOURLY RATES**

EFFECTIVE: May 1, 2006 Through April 30, 2007

Pay Step	Hourly	Weekly	Pay Step	Hourly	Weekly
A	\$14.591	\$583.64	O"	\$35.399	\$1,415.96
B	\$16.452	\$658.08	O'	\$35.467	\$1,418.68
C	\$18.306	\$732.24	O'''	\$35.930	\$1,437.20
D	\$20.162	\$806.48	P	\$35.997	\$1,439.88
E	\$23.188	\$927.52	P"	\$36.460	\$1,458.40
F	\$24.355	\$974.20	P'	\$36.640	\$1,465.60
G	\$25.515	\$1,020.60	P'''	\$37.100	\$1,484.00
G'	\$25.879	\$1,035.16	Q	\$37.264	\$1,490.56
H	\$26.678	\$1,067.12	Q"	\$37.731	\$1,509.24
H'	\$27.051	\$1,082.04	Q'	\$37.800	\$1,512.00
H''	\$27.142	\$1,085.68	Q'''	\$38.264	\$1,530.56
I	\$27.846	\$1,113.84	R	\$38.335	\$1,533.40
I'	\$28.209	\$1,128.36	R"	\$38.767	\$1,550.68
I''	\$28.306	\$1,132.24	S	\$39.594	\$1,583.76
J	\$29.016	\$1,160.64	T	\$40.853	\$1,634.12
J''	\$29.478	\$1,179.12	U	\$42.205	\$1,688.20
J'''	\$29.954	\$1,198.16	V	\$43.584	\$1,743.36
K	\$30.170	\$1,206.80			
K''	\$30.634	\$1,225.36			
L	\$31.337	\$1,253.48			
L''	\$31.802	\$1,272.08			
L'	\$31.970	\$1,278.80			
L'''	\$32.331	\$1,293.24			
M	\$32.606	\$1,304.24			
M''	\$33.067	\$1,322.68			
M'	\$33.140	\$1,325.60			
N	\$33.674	\$1,346.96			
N''	\$34.138	\$1,365.52			
N'	\$34.306	\$1,372.24			
N'''	\$34.768	\$1,390.72			
O	\$34.934	\$1,397.36			

(") and (""') pay steps apply to certain Nuclear classifications only

**PUBLIC SERVICE
EXHIBIT A - PAY STEPS
WEEKLY AND HOURLY RATES**

EFFECTIVE: May 1, 2007 Through April 30, 2008

Pay Step	Hourly	Weekly	Pay Step	Hourly	Weekly
A	\$15.066	\$602.64	O"	\$36.550	\$1,462.00
B	\$16.987	\$679.48	O'	\$36.620	\$1,464.80
C	\$18.901	\$756.04	O'''	\$37.098	\$1,483.92
D	\$20.818	\$832.72	P	\$37.167	\$1,486.68
E	\$23.942	\$957.68	P"	\$37.645	\$1,505.80
F	\$25.147	\$1,005.88	P'	\$37.831	\$1,513.24
G	\$26.345	\$1,053.80	P'''	\$38.306	\$1,532.24
G'	\$26.720	\$1,068.80	Q	\$38.475	\$1,539.00
H	\$27.545	\$1,101.80	Q"	\$38.958	\$1,558.32
H'	\$27.931	\$1,117.24	Q'	\$39.029	\$1,561.16
H''	\$28.025	\$1,121.00	Q'''	\$39.508	\$1,580.32
I	\$28.751	\$1,150.04	R	\$39.581	\$1,583.24
I'	\$29.126	\$1,165.04	R"	\$40.027	\$1,601.08
I''	\$29.226	\$1,169.04	S	\$40.881	\$1,635.24
J	\$29.959	\$1,198.36	T	\$42.181	\$1,687.24
J''	\$30.436	\$1,217.44	U	\$43.577	\$1,743.08
J'''	\$30.928	\$1,237.12	V	\$45.001	\$1,800.04
K	\$31.151	\$1,246.04			
K''	\$31.630	\$1,265.20			
L	\$32.356	\$1,294.24			
L''	\$32.836	\$1,313.44			
L'	\$33.009	\$1,320.36			
L'''	\$33.382	\$1,335.28			
M	\$33.666	\$1,346.64			
M''	\$34.142	\$1,365.68			
M'	\$34.217	\$1,368.68			
N	\$34.769	\$1,390.76			
N''	\$35.248	\$1,409.92			
N'	\$35.421	\$1,416.84			
N'''	\$35.898	\$1,435.92			
O	\$36.070	\$1,442.80			

(") and (") pay steps apply to certain Nuclear classifications only

**PUBLIC SERVICE
EXHIBIT A - PAY STEPS
WEEKLY AND HOURLY RATES**

EFFECTIVE: May 1, 2008 Through April 30, 2009

Pay Step	Hourly	Weekly	Pay Step	Hourly	Weekly
A	\$15.556	\$622.24	O"	\$37.738	\$1,509.52
B	\$17.539	\$701.56	O'	\$37.811	\$1,512.44
C	\$19.516	\$780.64	O'''	\$38.304	\$1,532.16
D	\$21.495	\$859.80	P	\$38.375	\$1,535.00
E	\$24.721	\$988.84	P"	\$38.869	\$1,554.76
F	\$25.965	\$1,038.60	P'	\$39.061	\$1,562.44
G	\$27.202	\$1,088.08	P'''	\$39.551	\$1,582.04
G'	\$27.589	\$1,103.56	Q	\$39.726	\$1,589.04
H	\$28.441	\$1,137.64	Q"	\$40.225	\$1,609.00
H'	\$28.839	\$1,153.56	Q'	\$40.298	\$1,611.92
H''	\$28.936	\$1,157.44	Q'''	\$40.792	\$1,631.68
I	\$29.686	\$1,187.44	R	\$40.868	\$1,634.72
I'	\$30.073	\$1,202.92	R"	\$41.328	\$1,653.12
I''	\$30.176	\$1,207.04	S	\$42.210	\$1,688.40
J	\$30.933	\$1,237.32	T	\$43.552	\$1,742.08
J''	\$31.426	\$1,257.04	U	\$44.994	\$1,799.76
J'''	\$31.934	\$1,277.36	V	\$46.464	\$1,858.56
K	\$32.164	\$1,286.56			
K''	\$32.658	\$1,306.32			
L	\$33.408	\$1,336.32			
L''	\$33.904	\$1,356.16			
L'	\$34.082	\$1,363.28			
L'''	\$34.467	\$1,378.68			
M	\$34.761	\$1,390.44			
M''	\$35.252	\$1,410.08			
M'	\$35.329	\$1,413.16			
N	\$35.899	\$1,435.96			
N''	\$36.394	\$1,455.76			
N'	\$36.573	\$1,462.92			
N'''	\$37.065	\$1,482.60			
O	\$37.243	\$1,489.72			

(") and (""') pay steps apply to certain Nuclear classifications only

**PUBLIC SERVICE
EXHIBIT A - PAY STEPS
WEEKLY AND HOURLY RATES**

EFFECTIVE: May 1, 2009 Through April 30, 2010

Pay Step	Hourly	Weekly	Pay Step	Hourly	Weekly
A	\$16.062	\$642.48	O"	\$38.965	\$1,558.60
B	\$18.109	\$724.36	O'	\$39.040	\$1,561.60
C	\$20.151	\$806.04	O'''	\$39.549	\$1,581.96
D	\$22.194	\$887.76	P	\$39.623	\$1,584.92
E	\$25.525	\$1,021.00	P"	\$40.133	\$1,605.32
F	\$26.809	\$1,072.36	P'	\$40.331	\$1,613.24
G	\$28.086	\$1,123.44	P'''	\$40.837	\$1,633.48
G'	\$28.486	\$1,139.44	Q	\$41.018	\$1,640.72
H	\$29.366	\$1,174.64	Q"	\$41.533	\$1,661.32
H'	\$29.777	\$1,191.08	Q'	\$41.608	\$1,664.32
H''	\$29.877	\$1,195.08	Q'''	\$42.118	\$1,684.72
I	\$30.651	\$1,226.04	R	\$42.197	\$1,687.88
I'	\$31.051	\$1,242.04	R"	\$42.672	\$1,706.88
I''	\$31.157	\$1,246.28	S	\$43.582	\$1,743.28
J	\$31.939	\$1,277.56	T	\$44.968	\$1,798.72
J''	\$32.448	\$1,297.92	U	\$46.457	\$1,858.28
J'''	\$32.972	\$1,318.88	V	\$47.974	\$1,918.96
K	\$33.210	\$1,328.40			
K''	\$33.720	\$1,348.80			
L	\$34.494	\$1,379.76			
L''	\$35.006	\$1,400.24			
L'	\$35.190	\$1,407.60			
L'''	\$35.588	\$1,423.52			
M	\$35.891	\$1,435.64			
M''	\$36.398	\$1,455.92			
M'	\$36.478	\$1,459.12			
N	\$37.066	\$1,482.64			
N''	\$37.577	\$1,503.08			
N'	\$37.762	\$1,510.48			
N'''	\$38.270	\$1,530.80			
O	\$38.454	\$1,538.16			

(") and (") pay steps apply to certain Nuclear classifications only

**PUBLIC SERVICE
EXHIBIT A - PAY STEPS
WEEKLY AND HOURLY RATES**

EFFECTIVE: May 1, 2010 Through April 30, 2011

Pay Step	Hourly	Weekly	Pay Step	Hourly	Weekly
A	\$16.584	\$663.36	O"	\$40.232	\$1,609.28
B	\$18.698	\$747.92	O'	\$40.309	\$1,612.36
C	\$20.806	\$832.24	O'''	\$40.835	\$1,633.40
D	\$22.916	\$916.64	P	\$40.911	\$1,636.44
E	\$26.355	\$1,054.20	P"	\$41.438	\$1,657.52
F	\$27.681	\$1,107.24	P'	\$41.642	\$1,665.68
G	\$28.999	\$1,159.96	P'''	\$42.165	\$1,686.60
G'	\$29.412	\$1,176.48	Q	\$42.351	\$1,694.04
H	\$30.321	\$1,212.84	Q"	\$42.883	\$1,715.32
H'	\$30.745	\$1,229.80	Q'	\$42.961	\$1,718.44
H''	\$30.848	\$1,233.92	Q'''	\$43.487	\$1,739.48
I	\$31.648	\$1,265.92	R	\$43.569	\$1,742.76
I'	\$32.061	\$1,282.44	R"	\$44.059	\$1,762.36
I''	\$32.170	\$1,286.80	S	\$44.999	\$1,799.96
J	\$32.977	\$1,319.08	T	\$46.430	\$1,857.20
J''	\$33.503	\$1,340.12	U	\$47.967	\$1,918.68
J'''	\$34.044	\$1,361.76	V	\$49.534	\$1,981.36
K	\$34.290	\$1,371.60			
K''	\$34.816	\$1,392.64			
L	\$35.615	\$1,424.60			
L''	\$36.144	\$1,445.76			
L'	\$36.334	\$1,453.36			
L'''	\$36.745	\$1,469.80			
M	\$37.058	\$1,482.32			
M''	\$37.581	\$1,503.24			
M'	\$37.664	\$1,506.56			
N	\$38.271	\$1,530.84			
N''	\$38.799	\$1,551.96			
N'	\$38.990	\$1,559.60			
N'''	\$39.514	\$1,580.56			
O	\$39.704	\$1,588.16			

(") and (") pay steps apply to certain Nuclear classifications only

PSEG POWER
EXHIBIT A
NUCLEAR

Wage Progression Schedule
Starting and Intermediate Steps

Code No.	Job Classification	6 Mo. at	6 Mo. at	6 Mo. at	6 Mo. at	6 Mo. at	6 Mo. at	Final Step
1302	<i>Nuclear Equipment Operator</i>		(D) (I")	(E) (J")	(F) (K") (N")	(G) (L") (O")	(H") (M") (O")	(P")
1304	Utility Operator**		(A)	(B)	(C)	(D) (F)	(E) (G)	(H)
1305	Nuclear Control Operator						(Q")	(R")

PSEG POWER
EXHIBIT A
NUCLEAR

Wage Progression Schedule
Starting and Intermediate Steps

Code No.	Job Classification	6 Mo. at	Final Step					
1310	Fire Protection Operator Nuclear	(A)	(B) (G)	(C) (H")	(D) (I")	(E) (J")	(F) (K")	(L")
1401	Nuclear Technician - Planning			(L")	(M")	(N")	(O")	(P")
1402	Senior Nuclear Technician - Planning							(Q")
1403	Nuclear Technician - Scheduling			(L")	(M")	(N")	(O")	(P")

PSEG POWER
EXHIBIT A
NUCLEAR

Wage Progression Schedule
Starting and Intermediate Steps

Code No.	Job Classification	6 Mo. at	Final Step					
1404	Senior Nuclear Technician - Scheduling							(Q")
1505	Nuclear Technician - Mechanical	(A) (G)	(B) (H")	(C) (I")	(D) (J")	(E) (K")	(F) (L") (M")	(N")
1506	Nuclear Technician - Mechanical - Welder							(O")
1507	Nuclear Technician - Mechanical - Machinist							(O")

PSEG POWER
EXHIBIT A
NUCLEAR

Wage Progression Schedule
Starting and Intermediate Steps

Code No.	Job Classification	6 Mo. at	6 Mo. at	6 Mo. at	6 Mo. at	6 Mo. at	6 Mo. at	Final Step
1508	Nuclear Technician - Controls	(A) (G)	(B) (H ^{''})	(C) (I ^{''})	(D) (J ^{''}) (M ^{''})	(E) (K ^{''}) (N ^{''})	(F) (L ^{''}) (O ^{''})	(P ^{''})
1509	Nuclear Technician - Controls - Special							(P ^{'''})
1510	Nuclear Worker	(A)	(B)	(C)	(D)	(E)	(F) (G)	(H ^{''})

PSEG POWER
EXHIBIT A
NUCLEAR

Wage Progression Schedule
Starting and Intermediate Steps

<u>Code No.</u>	<u>Job Classification</u>	<u>6 Mo. at</u>	<u>6 Mo. at</u>	<u>6 Mo. at</u>	<u>6 Mo. at</u>	<u>6 Mo. at</u>	<u>6 Mo. at</u>	<u>Final Step</u>
1517	Chief Technician – Controls						(Q")	(R")
1518	Chief Technician – Mechanical					(O")	(P")	(Q")
1520	Shift Nuclear Technician - Mechanical	(A) (G)	(B) (H")	(C) (I")	(D) (J") (M")	(E) (K") (N")	(F) (L") (O")	(O")
1521	Shift Nuclear Technician Controls	(A) (G)	(B) (H")	(C) (I") (M")	(D) (J") (N")	(E) (K") (O")	(F) (L") (P")	(Q")

PSEG POWER
EXHIBIT A
NUCLEAR

Wage Progression Schedule
Starting and Intermediate Steps

<u>Code No.</u>	<u>Job Classification</u>	<u>6 Mo. at</u>	<u>Final Step</u>					
1522	Shift Nuclear Worker	(A)	(B)	(C)	(D) (G)	(E) (H")	(F) (I")	
1530	Nuclear Technician – HVAC	(J")	(K")	(L")	(M")	(N")	(O")	(P")
1571	SM –Electronic Technician	(A) (G)	(B) (H")	(C) (I")	(D) (J")	(E) (K")	(F) (L") (M")	(N")

PSEG POWER
EXHIBIT A
NUCLEAR

Wage Progression Schedule
Starting and Intermediate Steps

<u>Code No.</u>	<u>Job Classification</u>	<u>6 Mo. at</u>	<u>6 Mo. at</u>	<u>6 Mo. at</u>	<u>6 Mo. at</u>	<u>6 Mo. at</u>	<u>6 Mo. at</u>	<u>Final Step</u>
1572	Calibration Technician Intermediate	(E)	(F)	(G)	(H")	(I")	(J")	(K")
1573	Calibration Technician				(L")	(M")	(N")	(O")
1715	Nuclear Technician - Chemistry	(A) (G)	(B) (H")	(C) (I") (M")	(D) (J") (N")	(E) (K") (O")	(F) (L") (O")	

PSEG POWER
EXHIBIT A
NUCLEAR

Wage Progression Schedule
Starting and Intermediate Steps

Code No.	Job Classification	6 Mo. at	6 Mo. at	6 Mo. at	6 Mo. at	6 Mo. at	6 Mo. at	Final Step
1716	Nuclear Technician - Chemistry - Special							(P''')
1735	Nuclear Technician - Radiation Protection	(A) (G)	(B) (H'')	(C) (I'')	(D) (J'') (M'')	(E) (K'') (N'')	(F) (L'') (O'')	(P'')

PSEG POWER
EXHIBIT A
NUCLEAR

Wage Progression Schedule
Starting and Intermediate Steps

<u>Code No.</u>	<u>Job Classification</u>	<u>6 Mo. at</u>	<u>Final Step</u>					
1736	Nuclear Technician - Radiation Protection - Special							(Q")
1740	Automotive Technician				(K)	(L)	(L')	(M)
1751	Hoist Operator				(K")	(L")	(L'")	(M")
1755	Tractor Operator Nuclear	(A)	(B)	(C) (G)	(D) (H")	(E) (I")	(F) (J")	(J'")

PSEG POWER
EXHIBIT A
NUCLEAR

Wage Progression Schedule
Starting and Intermediate Steps

Code No.	Job Classification	6 Mo. at	Final Step					
1770	Chief Stock Handler - P&MC					(I)	(J)	(K)
1771	Stock Handler Special - P&MC						(H)	(I)
1772	Station Service Driver - P&MC		(D)	(E)	(F)	(G)	(H)	(I)
1773	Stock Handler - P&MC	(A)	(B)	(C)	(D)	(E)	(F) (G)	(H)

PSEG POWER
EXHIBIT A
NUCLEAR

Wage Progression Schedule
Starting and Intermediate Steps

<u>Code No.</u>	<u>Job Classification</u>	<u>6 Mo. at</u>	<u>Final Step</u>					
1774	Station Service Driver - Lab			(D)	(E)	(F)	(G)	(H)
1775	Shift Stock Handler - P&MC	(A)	(B)	(C)	(D)	(E) (G)	(F) (H)	(I)
1785	Custodian		(A)	(B)	(C)	(D)	(E)	(F)

* When there are no longer employees in these job classifications, they shall be deleted.

** This classification and wage schedule will be used only for future seasonal employees.

PSEG POWER
EXHIBIT A
FOSSIL

Wage Progression Schedule
Starting and Intermediate Steps

<u>Code No.</u>	<u>Job Classification</u>	<u>6 Mo. at</u>	<u>Final Step</u>					
2301	Control Operator						(N)	(O)
2302	Equipment Operator ¹	(D)	(E)	(F)	(G) (J)	(H) (K)	(I) (L)	(M)
2304	Utility Operator * * ¹	(A)	(B)	(C)	(D)	(E)	(F) (G)	(H)

PSEG POWER
EXHIBIT A
FOSSIL

Wage Progression Schedule
Starting and Intermediate Steps

<u>Code No.</u>	<u>Job Classification</u>	<u>6 Mo. at</u>	<u>Final Step</u>					
2305	Lead Operator				(N')	(O)	(O')	(P)
2306	Plant Operator	(B) (H)	(C) (I)	(D) (J)	(E) (K)	(F) (L)	(G) (M) (M')	(N)
2501	Electrician				(K)	(L)	(M)	(M')
2502	Machinist				(K)	(L)	(M)	(M')

PSEG POWER
EXHIBIT A
FOSSIL

Wage Progression Schedule
Starting and Intermediate Steps

Code No.	Job Classification	6 Mo. at	Final Step					
2503	Boiler Repair Mechanic				(K)	(L)	(M)	(M')
2512	Station Mechanic			(E)	(F)	(G)	(H)	(I)
2513	Apprentice Station Mechanic							(D)
2514	Utility Mechanic			(A)	(B)	(C)	(D)	(E)

PSEG POWER
EXHIBIT A
FOSSIL

Wage Progression Schedule
 Starting and Intermediate Steps

Code No.	Job Classification	6 Mo. at	6 Mo. at	Final Step				
2515	Mechanical Operator	(B) (H)	(C) (I)	(D) (J)	(E) (K)	(F) (L) (M')	(G) (M) (N)	(N')
2520	CMS - Chief Maintenance Mechanic						(N')	(O')
2521	CMS - Electrician				(K)	(L)	(M)	(M')
2522	CMS - Electrician Intermediate			(E)	(F)	(G)	(H)	(I)

PSEG POWER
EXHIBIT A
FOSSIL

Wage Progression Schedule
Starting and Intermediate Steps

<u>Code No.</u>	<u>Job Classification</u>	<u>6 Mo. at</u>	<u>Final Step</u>					
2531	CMS - Welder Mechanic				(K)	(L)	(M)	(M')
2532	CMS - Welder Mechanic Intermediate			(E)	(F)	(G)	(H)	(I)
2541	CMS - Machinist				(K)	(L)	(M)	(M')
2542	CMS - Machinist Intermediate		(E)	(F)	(G)	(H)	(I)	(J)

PSEG POWER
EXHIBIT A
FOSSIL

Wage Progression Schedule
Starting and Intermediate Steps

<u>Code No.</u>	<u>Job Classification</u>	<u>6 Mo. at</u>	<u>Final Step</u>					
2551	CMS - Gas Turbine Mechanic				(K)	(L)	(M)	(M')
2552	CMS - Gas Turbine Mechanic Intermediate		(E)	(F)	(G)	(H)	(I)	(J)
2561	CMS - Electronics Technician					(L)	(M)	(N)
2562	CMS - Electronics Technician Intermediate		(E)	(F)	(G)	(H)	(I)	(J)

PSEG POWER
EXHIBIT A
FOSSIL

Wage Progression Schedule
Starting and Intermediate Steps

Code No.	Job Classification	6 Mo. at	Final Step					
2592	CMS - Painter	(A)	(B)	(C)	(D)	(E) (G)	(F) (H)	(I)
2601	Chief Maintenance Mechanic					(N')	(O')	(P)
2602	SMD - Machinist	(A) (G)	(B) (H)	(C) (I)	(D) (J)	(E) (K)	(F) (L) (M)	(M')

PSEG POWER
EXHIBIT A
FOSSIL

Wage Progression Schedule
Starting and Intermediate Steps

<u>Code No.</u>	<u>Job Classification</u>	<u>6 Mo. at</u>	<u>Final Step</u>					
2603	SMD - Boiler Repair Mechanic	(A) (G)	(B) (H)	(C) (I)	(D) (J)	(E) (K)	(F) (L) (M)	(M')
2604	SMD - Boiler Repair Specialist							(N)
2605	SMD - System Mechanic		(E)	(F)	(G)	(H)	(I)	(J) ***

PSEG POWER
EXHIBIT A
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Wage Progression Schedule
Starting and Intermediate Steps

<u>Code No.</u>	<u>Job Classification</u>	<u>6 Mo. at</u>	<u>Final Step</u>					
2606	SMD - HVAC Mechanic - HBR	(A) (G)	(B) (H)	(C) (I)	(D) (J)	(E) (K)	(F) (L) (M)	(N)
2607	SMD - Lead Operator				(N')	(O)	(O')	(P)
2608	SMD - Plant Operator	(B) (H)	(C) (I)	(D) (J)	(E) (K)	(F) (L)	(G) (M) (M')	(N)

PSEG POWER
EXHIBIT A
FOSSIL

Wage Progression Schedule
Starting and Intermediate Steps

<u>Code No.</u>	<u>Job Classification</u>	<u>6 Mo. at</u>	<u>Final Step</u>					
2613	SMD - Machinist Specialist							(N)
2614	SMD - Electrician Specialist							(N)
2672	MM - Station Service Driver		(D)	(E)	(F)	(G)	(H)	(I)
2673	MM - Stock Handler	(A)	(B)	(C)	(D)	(E)	(F) (G)	(H)

PSEG POWER
EXHIBIT A
FOSSIL

Wage Progression Schedule
Starting and Intermediate Steps

<u>Code No.</u>	<u>Job Classification</u>	<u>6 Mo. at</u>	<u>6 Mo. at</u>	<u>6 Mo. at</u>	<u>6 Mo. at</u>	<u>6 Mo. at</u>	<u>6 Mo. at</u>	<u>Final Step</u>
2700	Combustion Turbine Operator	(B) (H)	(C) (I)	(D) (J) (M')	(E) (K) (N)	(F) (L) (N')	(G) (M) (O)	(O')
2701	Technician					(L)	(M)	(N)
2702	Technical Assistant		(E)	(F)	(G)	(H)	(I)	(J)
2703	Apprentice Technical Assistant							(D)

PSEG POWER
EXHIBIT A
FOSSIL

Wage Progression Schedule
 Starting and Intermediate Steps

Code No.	Job Classification	6 Mo. at	6 Mo. at	6 Mo. at	6 Mo. at	6 Mo. at	6 Mo. at	Final Step
2704	Technical Worker			(A)	(B)	(C)	(D)	(E)
2705	Technical Operator		(B) (H)	(C) (I)	(D) (J) (M')	(E) (K) (N)	(F) (L) (N')	(G) (M) (O)
2750	Heavy Equipment Operator	(A) (G)	(B) (H)	(C) (I)	(D) (J)	(E) (K)	(F) (L)	

PSEG POWER
EXHIBIT A
FOSSIL

Wage Progression Schedule
Starting and Intermediate Steps

Code No.	Job Classification	6 Mo. at	Final Step					
2751	Hoist Operator					(J)	(K)	(L)
2752	Tractor Operator					(G)	(H)	(I)
2753	Yard Worker		(A)	(B)	(C)	(D)	(E)	(F)
2754	CMS - Service Equipment Operator		(A)	(B)	(C) (F)	(D) (G)	(E) (H)	(I)

PSEG POWER
EXHIBIT A
FOSSIL

Wage Progression Schedule
Starting and Intermediate Steps

<u>Code No.</u>	<u>Job Classification</u>	<u>6 Mo. at</u>	<u>Final Step</u>					
2761	Chef					(J)	(K)	(L)
2763	Restaurant Worker				(C)	(D)	(E)	(F)
2772	Station Service Driver			(D)	(E)	(F)	(G)	(H)
2773	Stock Handler	(A)	(B)	(C)	(D)	(E)	(F)	(G)

PSEG POWER
EXHIBIT A
FOSSIL

Wage Progression Schedule
Starting and Intermediate Steps

<u>Code No.</u>	<u>Job Classification</u>	<u>6 Mo. at</u>	<u>Final Step</u>					
2774	Materials Management Worker/Driver	(A)	(B)	(C)	(D)	(E) (G)	(F) (H)	(I)
2783	Gate Attendant			(A)	(B)	(C)	(D)	(E)
2785	Custodian			(A)	(B)	(C)	(D)	(E)
2791	Chief Industrial Mechanic						(K)	(L)

PSEG POWER
EXHIBIT A
FOSSIL

Wage Progression Schedule
Starting and Intermediate Steps

<u>Code No.</u>	<u>Job Classification</u>	<u>6 Mo. at</u>	<u>Final Step</u>					
2792	Industrial Mechanic	(A)	(B)	(C)	(D) (G)	(E) (H)	(F) (I)	(J)***
2800	Chief Lead Operator					(Q)	(R)	(S)#
2801	Chief Mechanical\Technical Operator						(P)	(Q)
2802	Chief Heavy Equipment Operator					(M)	(N)	(O)

PSEG POWER
EXHIBIT A
FOSSIL

Wage Progression Schedule
Starting and Intermediate Steps

<u>Code No.</u>	<u>Job Classification</u>	<u>6 Mo. at</u>	<u>Final Step</u>					
2803	Chief Materials Management Worker\Driver						(J)	(K)
2804	Chief Combustion Turbine Operator						(P')	(Q')

PSEG POWER
EXHIBIT A
FOSSIL

¹ Employees in the Equipment Operator 2302 and Utility Operator 2304 classifications as of April 30, 1989 will progress under the wage progression schedule and lock-in provisions in effect prior to May 1, 1989.

** This classification and wage schedule will be used only for those permanent employees employed as of April 30, 1989 who elect not to advance to Equipment Operator, and for future seasonal employees.

*** Final step (J) is contingent upon obtaining an asbestos worker's license, otherwise Final Step would be (I).

Chief Lead Operators (2800) will receive S Step when they are in charge of a shift without any supervision and one or more units are in start-up or on-line operating conditions.

+ The Chief Heavy Equipment Operator will progress to O step when he/she is trained and qualified to perform the tagging functions of the position. Failure to become qualified in tagging will result in the employee's progression ending at N Step.

PUBLIC SERVICE ELECTRIC AND GAS COMPANY
EXHIBIT A
DISTRIBUTION

Wage Progression Schedule
Starting and Intermediate Steps

Code No.	Job Classification	6 Mo. at	Final Step					
3301	Service Dispatcher			(O)	(P)	(Q)	(R)	(S)
3304	Apprentice Service Dispatcher ¹				(K)	(L)	(M)	(N)
3310	Chief Lineman/Linewoman ²					(P')	(Q)	(R)
3311	Lineman/Linewoman - Grade 1			(L)	(M)	(N')	(O)	(P)
3311G	Lineman/Linewoman - Grade 1 (Grandfathered) ³				(L)	(M)	(N')	(O)

PUBLIC SERVICE ELECTRIC AND GAS COMPANY

EXHIBIT A
DISTRIBUTION

Wage Progression Schedule
Starting and Intermediate Steps

<u>Code No.</u>	<u>Job Classification</u>	<u>6 Mo. at</u>	<u>Final Step</u>					
3312	Lineman/Linewoman - Grade 2						(H')	(I')
3313	Apprentice Lineman/Linewoman				(C)	(E)	(F)	(G')
3314	Line Assistant*			(A)	(B)	(C)	(D)	(E)
3330	Chief Underground Technician					(O)	(P')	(Q')
3331	Underground Technician	(G)	(H)	(I)	(J)	(K)	(L) (M)	(N)

PUBLIC SERVICE ELECTRIC AND GAS COMPANY
EXHIBIT A
DISTRIBUTION

Wage Progression Schedule
Starting and Intermediate Steps

Code No.	Job Classification	6 Mo. at	Final Step					
3331G	Underground Technician (Grandfathered) ³	(G)	(H)	(I)	(J)	(K)	(L)	(M)
3333	Apprentice Underground Technician				(C)	(D)	(E)	(F)
3334	Underground Assistant			(A)	(B)	(C)	(D)	(E)
3335	Chief Division Mechanic					(O)	(P')	(Q')

PUBLIC SERVICE ELECTRIC AND GAS COMPANY

EXHIBIT A
DISTRIBUTION

Wage Progression Schedule
Starting and Intermediate Steps

<u>Code No.</u>	<u>Job Classification</u>	<u>6 Mo. at</u>	<u>Final Step</u>					
3336	Division Mechanic	(G)	(H)	(I)	(J)	(K)	(L) (M)	(N)
3337	Apprentice Division Mechanic				(C)	(D)	(E)	(F)
3338	Division Mechanic – Assistant			(A)	(B)	(C)	(D)	(E)
3339	Utility Mechanic	(C)	(D)	(E)	(F)	(G)	(H)	(I)

PUBLIC SERVICE ELECTRIC AND GAS COMPANY

EXHIBIT A
DISTRIBUTION

Wage Progression Schedule
Starting and Intermediate Steps

Code No.	Job Classification	6 Mo. at	Final Step					
3342	Underground Mechanic*					(G)	(H)	(I)
3344	Line Inspector HBR							(L)
3351	Network Mechanic - Grade 1*				(J)	(K)	(L)	(M)
3369	Mobile Crane Operator						(K)	(L)
3371	Equipment Operator				(G)	(H)	(I)	(J)
3372	Equipment Operator - Grade 2*						(G)	(H)

PUBLIC SERVICE ELECTRIC AND GAS COMPANY

EXHIBIT A
DISTRIBUTION

Wage Progression Schedule
Starting and Intermediate Steps

<u>Code No.</u>	<u>Job Classification</u>	<u>6 Mo. at</u>	<u>Final Step</u>					
3373	Apprentice Equipment Operator				(C)	(D)	(E)	(F)
3383	Troubleshooter						(O)*	(P)
3385	Service Mechanic				(F)	(G)	(H)	(I)
3387	Line Inspector					(I)	(J)	(K)

PUBLIC SERVICE ELECTRIC AND GAS COMPANY

EXHIBIT A
DISTRIBUTION

Wage Progression Schedule
Starting and Intermediate Steps

Code No.	Job Classification	6 Mo. at	Final Step					
3389	Street Lamp Inspector			(F)	(G)	(H)	(I)	(I')
3390	Street Lamp Inspector Assistant						(A)	(B)
3400	Chief Substation Mechanic						(O)	(P)
3401	Substation Mechanic	(G)	(H)	(I)	(J)	(K)	(L) (M)	(N)

PUBLIC SERVICE ELECTRIC AND GAS COMPANY

EXHIBIT A
DISTRIBUTION

Wage Progression Schedule
Starting and Intermediate Steps

<u>Code No.</u>	<u>Job Classification</u>	<u>6 Mo. at</u>	<u>Final Step</u>					
3402	Substation Mechanic-Grade 2*					(G)	(H)	(I)
3403	Apprentice Substation Mechanic				(C)	(D)	(E)	(F)
3405	Chief Substation Operator						(N)	(O)
3406	Substation Operator		(H)	(I)	(J)	(K)	(L)	(M)

3413 Apprentice Substation Operator (C) (D) (E) (F)
PUBLIC SERVICE ELECTRIC AND GAS COMPANY
EXHIBIT A
DISTRIBUTION

Wage Progression Schedule
Starting and Intermediate Steps

Code No.	Job Classification	6 Mo. at	6 Mo. at	Final Step				
3420	Chief Relay Technician						(P)	(Q)
3421	Relay Technician	(G)	(H)	(I)	(J)	(K) (M)	(L) (N)	(O)
3422	Relay Technician-Grade 2*					(G)	(H)	(I)
3423	Apprentice Relay Technician				(C)	(D)	(E)	(F)

* Applicants to be hired from outside of PSE&G at the "O" step. They will progress to the "P" step after six months.

PUBLIC SERVICE ELECTRIC AND GAS COMPANY

EXHIBIT A
DISTRIBUTION

Wage Progression Schedule
Starting and Intermediate Steps

Code No.	Job Classification	6 Mo. at	Final Step					
3500	Chief Meter Technician						(O)	(P)
3501	Meter Technician	(G)	(H)	(I)	(J)	(K)	(L) (M)	(N)
3502	Meter Technician-Grade 2*					(G)	(H)	(I)
3503	Apprentice Meter Technician				(C)	(D)	(E)	(F)

PUBLIC SERVICE ELECTRIC AND GAS COMPANY

EXHIBIT A
DISTRIBUTION

Wage Progression Schedule
Starting and Intermediate Steps

Code No.	Job Classification	6 Mo. at	Final Step					
3504	Meter Technician-Special*							(N)
3600	Chief Automotive Mechanic						(M)	(N)
3601	Automotive Mechanic		(G)	(H)	(I)	(J)	(K)	(L)
3602	Automotive Mechanic-Grade 2*						(G)	(H)

PUBLIC SERVICE ELECTRIC AND GAS COMPANY

EXHIBIT A
DISTRIBUTION

Wage Progression Schedule
Starting and Intermediate Steps

Code No.	Job Classification	6 Mo. at	Final Step					
3603	Apprentice Automotive Mechanic				(C)	(D)	(E)	(F)
3604	Automotive Assistant			(A)	(B)	(C)	(D)	(E)
3610	Chief Automotive Shop Mechanic						(M)	(N)
3611	Automotive Shop Mechanic		(G)	(H)	(I)	(J)	(K)	(L)

3613 Apprentice Automotive Shop Mechanic (C) (D) (E) (F)
PUBLIC SERVICE ELECTRIC AND GAS COMPANY

EXHIBIT A
DISTRIBUTION

Wage Progression Schedule
 Starting and Intermediate Steps

Code No.	Job Classification	6 Mo. at	Final Step					
3614	Automotive Shop Assistant			(A)	(B)	(C)	(D)	(E)
3630	Chief Automotive Body Repair Mechanic						(L)	(M)
3631	Automotive Blacksmith*					(I)	(J)	(K)
3636	Automotive Body Repair Mechanic					(I)	(J)	(K)

3640

Chief Automotive Machinist

(L)

(M)

PUBLIC SERVICE ELECTRIC AND GAS COMPANYEXHIBIT A
DISTRIBUTIONWage Progression Schedule
Starting and Intermediate Steps

<u>Code No.</u>	<u>Job Classification</u>	<u>6 Mo. at</u>	<u>Final Step</u>						
3641	Automotive Machinist						(I)	(J)	(K)
3650	Chief Automotive Painter							(L)	(M)
3651	Automotive Painter							(I)	(J)
3660	Chief Automotive Carpenter*							(L)	(M)

3711 Wiring Inspector-Grade 1*

(J)

(K)

(L)

PUBLIC SERVICE ELECTRIC AND GAS COMPANYEXHIBIT A
DISTRIBUTIONWage Progression Schedule
Starting and Intermediate Steps

Code No.	Job Classification	6 Mo. at	Final Step					
3750	Chief Stock Handler				(H)	(I)	(J)	(K)
3750G	Chief Stock Handler (Grandfathered) ³				(G)	(H)	(I)	(J)
3752	Stock Handler	(A)	(B)	(C)	(D)	(E)	(F)	(G)
3752G	Stock Handler (Grandfathered) ³		(A)	(B)	(C)	(D)	(E)	(F)

3760

Chief Custodian

(E)

(F)

(G)

PUBLIC SERVICE ELECTRIC AND GAS COMPANYEXHIBIT A
DISTRIBUTIONWage Progression Schedule
Starting and Intermediate Steps

Code No.	Job Classification	6 Mo. at	Final Step					
3761	Custodian			(A)	(B)	(C)	(D)	(E)
3765	Environmental Materials Handler						(I)	(J)
3766	Watcher				(A)	(B)	(C)	(D)
3775	Chief Mechanic						(M)	(N)

PUBLIC SERVICE ELECTRIC AND GAS COMPANY

EXHIBIT A
DISTRIBUTION

Wage Progression Schedule
Starting and Intermediate Steps

Code No.	Job Classification	6 Mo. at	Final Step					
3776	Miscellaneous Mechanic	(A)	(B) (G)	(C) (H)	(D) (I)	(E) (J)	(F) (K)	(L)
3777	Miscellaneous Mechanic - Grade 2 *					(G)	(H)	(I)
3784	Painter					(G)	(H)	(I)
3785	Test Plant Mechanic					(K)	(L)	(M)

PUBLIC SERVICE ELECTRIC AND GAS COMPANYEXHIBIT A
DISTRIBUTION

* When there are no longer employees in these job classifications, they shall be deleted.

* * Grandfathered Chief Relay Technicians (3420T) will progress to "P" step.

¹ Pay Progression for Apprentice Service Dispatcher will be as follows:

Applicant's Present Step

L or below

(K)

(L)

(M)

(N)

M or higher

(L)

(M)

(N)

(N)

² Will receive an additional \$.50 per hour as the Senior Chief Lineman/Linewoman when directing two combined Chief Teams, or a combined Chief Team and Chief Gang.

³ This "grandfathered" wage schedule will be used only for those permanent employees who elect not to advance as of May 31, 1996. All future employees in these classifications and as well as those who so elected to perform the additional duties as of May 31, 1996 will perform the additional duties and advance to the top of the regular wage schedule.

PUBLIC SERVICE ELECTRIC AND GAS COMPANY

EXHIBIT A
TRANSMISSION

Wage Progression Schedule
Starting and Intermediate Steps

Code No.	Job Classification	6 Mo. at	Final Step					
L320	Chief - Special ⁽¹⁾ (a)						(S)	(T)
L321	Towerman/Woman Grade 1 *					(K)	(L)	(M)
L324	Apprentice Towerman/Woman				(C)	(D)	(E)	(F)
L325	Towerman/Woman Special	(H)	(I)	(J) (N)	(K) (O)	(L) (P)	(M) (Q)	(R)

PUBLIC SERVICE ELECTRIC AND GAS COMPANY

EXHIBIT A
TRANSMISSION

Wage Progression Schedule
Starting and Intermediate Steps

<u>Code No.</u>	<u>Job Classification</u>	<u>6 Mo. at</u>	<u>Final Step</u>					
L326	Senior Live Line Coordinator ^{(3) (a)}				(S)	(T)	(U)	(V)
L330	Transmission Support Technician		(G)	(H)	(I)	(J)	(K) (L)	(M)
L331	Transmission Technician	(C)	(D) (I)	(E) (J)	(F) (K)	(G) (L)	(H) (M)	(N)

PUBLIC SERVICE ELECTRIC AND GAS COMPANY

EXHIBIT A
TRANSMISSION

Wage Progression Schedule
Starting and Intermediate Steps

<u>Code No.</u>	<u>Job Classification</u>	<u>6 Mo. at</u>	<u>6 Mo at</u>	<u>Final Step</u>				
L332	Chief Transmission Technician						(O)	(P)
L375	Stock Handler	(A)	(B)	(C)	(D)	(E)	(F)	(G)
L380	Chief Right-of-Way Inspector ⁽²⁾						(N)	(O)
L381	Tower Inspector *					(K)	(L)	(M)
L382	Senior Right-of-Way Coordinator						(P)	(Q)

PUBLIC SERVICE ELECTRIC AND GAS COMPANY

EXHIBIT A
TRANSMISSION

* When there are no longer employees in these job classifications, they shall be deleted.

(1), (2) The initial filling of these positions shall be at the final step. Thereafter, assignments to Chief Special shall be at Step (S) and assignments to Chief Right-of-Way Inspector shall be at step (N).

(3) The initial filling of this position shall be at step (S).

(a) Will receive an additional \$.50 per hour when assigned to direct one or more crews totaling eight to thirteen other employees.

**AGREEMENT BETWEEN
PSEG SERVICES CORPORATION
(MAPLEWOOD TESTING SERVICES)
AND
LOCAL UNION 94 OF THE
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS
COVERING THE EMPLOYEES OF
MAPLEWOOD TESTING SERVICES**

WHEREAS, an Agreement, hereinafter referred to as "Principal Agreement," was entered into this day between PSEG Services Corporation (Maplewood Testing Services) and Local Union 94, of the International Brotherhood of Electrical Workers, effective May 1, 2005; and

WHEREAS, Local Union 94 covering the employees of Maplewood Testing Services, hereinafter referred to as "Maplewood Testing Services Union," desires to become a party to the Principal Agreement; and

WHEREAS, PSEG Services Corporation and said Maplewood Testing Services Union have agreed to apply all the provisions of the Principal Agreement, which is annexed hereto and hereby made a part hereof, to the employees of Maplewood Testing Services, except as hereinafter modified:

NOW THEREFORE, it is agreed, in consideration of the premises, by and between PSEG Services Corporation (Maplewood Testing Services) and Maplewood Testing Services Union, that certain of the provisions of the Principal Agreement be modified as hereinafter set forth, and as so modified, said Principal Agreement shall be

and constitute the Agreement between PSEG Services Corporation and the Maplewood Testing Services Union.

The modified provisions are the following:

ARTICLE III, SECTION F (Maplewood Testing Services), shall read as follows (superseding Article III, Section F, of the Principal Agreement):

The regularly scheduled work hours within the basic five-day workweek of an employee may be changed to carry on tests or inspections for two or more shifts per day. When the employees' scheduled work hours are so changed, they shall be paid the applicable overtime rate for all hours worked outside of their former regularly scheduled work hours on the first two regularly scheduled work days within the basic five-day workweek on which they work. This provision shall apply only to the first change of schedule during any one assignment.

ARTICLE IV, SECTION E-2 (Maplewood Testing Services), shall read as follows (superseding Article IV, Section E-2, of the Principal Agreement):

In filling these vacancies, the qualifications to be considered are:

1. Performance, as demonstrated in present job.
2. Knowledge of the job which is being filled, as described in the job specifications.
3. Experience in types of work related to the job being filled.
4. Promptness and regularity in reporting for work.
5. Observance of Company rules and regulations.

6. Physical fitness.

7. Education.

For promotions to the following job classifications where the qualifications, as set forth above, for 2 or more candidates are sufficient, seniority shall govern:

Photographic Assistant	Maintenance Mechanic
Automotive Mechanic	

For promotions to the following job classifications where the qualifications, as set forth above, for 2 or more candidates are reasonably equal, seniority shall govern:

Senior Test Engineer (all occupational groups)	Test Engineer (all occupational groups)
Chief Maintenance Mechanic	Chief Photographer
Chief Automotive Mechanic	Photographic Technician
Division Storekeeper	Senior Photographic Technician
	Chief Stock Handler

If no applicant meets the requirements of the vacancy or newly created position to be filled, the Company may, after consultation with Local Union 94, fill such vacancy or newly created position with an individual possessing the necessary qualifications, either by transfer from another occupational group or from outside the Company. In the event of a layoff or demotion, the employees brought into an occupational group in this manner shall not go to a job classification below the point at which they came into the occupational group.

ARTICLE IV, SECTION F (Maplewood Testing Services), shall read as follow (superseding Article IV, Section F 1 and 2 a and b of the Principal Agreement):

F. 1. When a vacancy occurs in one of the lowest job classifications, the Company will utilize the ten (10) day interest posting to fill these vacancies. Maplewood Testing Services employees will be granted first preference and PSEG Power employees (Fossil and Nuclear) will be granted second preference, when filling any vacancies.

2. When the qualifications of two or more applicants for transfer to one of the lowest job classifications are reasonably equal, total combined service in the IBEW bargaining unit shall govern.

ARTICLE V, SECTION J (Maplewood Testing Services), shall read as follows (superseding Article V, Section J, of the Principal Agreement):

1. Employees who report to Maplewood Testing Services or the Maplewood Testing Services Facility at Hancocks Bridge shall be transported to and from their work location on Company time. The practice regarding place of reporting for work and transportation of other employees has been agreed upon by the Company and the Union and shall be continued except as modified in Subsections 2 and 3.

2. Employees of Maplewood Testing Services and personnel at the Maplewood Testing Services Facility located at Hancocks Bridge may be required to remote report to any location within 75 miles of their assigned location, including Moorestown and Bellmawr locations, to carry on tests, inspections, or other work to which they are normally assigned under the following conditions:

a. Except in emergencies the Company will notify employees of a remote reporting assignment before leaving work on the day preceding the assignment.

b. In any one day there will be no more than two remote reporting assignments except that for employees assigned to dew point testing or oscillograph service runs, there may be up to four remote reporting assignments. If the jobs are terminated or canceled, the remote reporting employee will be required to return to their assigned location and the appropriate tolls and mileage will be paid.

c. Reporting locations will have permanent or adequate temporary parking and sanitary facilities.

d. Employees so assigned will receive the allowance specified in the Travel Allowances Letter. In the case of multiple remote reporting assignments, the employee will receive the travel allowance to the most distant location from their assigned location. In addition, the employee will be paid a one way personal car mileage allowance between the assigned remote reporting locations.

e. An employee on remote reporting shall carry an amount of equipment within reason and limited to that which the employee would normally be expected to transport in the trunk of a sedan.

3. Employees of Maplewood Testing Services on temporary assignment, other than for training, at either the Maplewood Testing Services Facility at Hancock's Bridge or the Maplewood Facility, will begin and end their work day at their temporarily assigned work location except for:

a. On their first day of travel to their temporarily assigned work location the workday will begin at their permanently assigned work location.

b. On their last day of travel from their temporarily assigned work location the workday will end at their permanently assigned work location.

ARTICLE V, SECTION K (Maplewood Testing Services), shall read as follow (superseding Article V, Section K, of the Principal Agreement):

When the Company requires Maplewood Testing Services employees to travel from their homes overnight to Artificial Island, the Company shall pay a dollar more for each meal in the first year and 25 cents for each meal in the subsequent years of the Agreement.

	Effective 5/1/05	Effective 5/1/06	Effective 5/1/07	Effective 5/1/08	Effective 5/1/09	Effective 5/1/10
Breakfast	\$ 8.75	\$ 9.00	\$ 9.25	\$ 9.50	\$ 9.75	\$10.00
Lunch	\$ 9.25	\$ 9.50	\$ 9.75	\$10.00	\$10.25	\$10.50
Dinner	\$23.00	\$23.25	\$23.50	\$23.75	\$24.00	\$24.25
Total	\$41.00	\$41.75	\$42.50	\$43.25	\$44.00	\$44.75

ARTICLE VI, SECTION A (Maplewood Testing Services), shall read as follows (superseding Article VI, Section A, of the Principal Agreement):

The wage rates for the period of this Agreement shall be those set forth in Exhibit A (Maplewood Testing Services), attached hereto and made a part hereof.

ARTICLE VIII There is hereby added to the Principal Agreement a new article to be known as Article VIII, Section C, (Maplewood Testing Services), to wit:

C. Permanent employees taking approved college-level courses specified as a qualification for promotion to a higher classification in the employee's occupational group, except those receiving a grade of "D" shall receive tuition refund awards of 100 percent of the allowable expenses covered by the Company's Tuition Aid Plan. All fees shall be reimbursed at a 50% rate.

ARTICLE XII There is hereby added to the Principal Agreement a new article to be known as Article XII (Maplewood Testing Services), to wit:

A. When Test Engineers (Inspection Group) are assigned to work outside of the State which requires that they be away overnight, the present practices in regard to their hours of work and expenses shall continue in lieu of the conditions set forth in Article V, Section J, as herein modified.

B. When employees are required to be away from their homes overnight, an endeavor shall be made to give them at least 48 hours' notice.

NORMAL WORKING FORCE (Maplewood Testing Services), shall read as follows (superseding Normal Working Force Letter of Agreement, of the Principal Agreement):

The Company agrees to supply the total normal working force number of employees for Maplewood Testing Services. Additionally, as a courtesy, the Company will provide a breakdown of the number for Test Engineers and Senior Testing Engineers within

each division and the total number of Maplewood Testing Services support staff.

All of the provisions of the Principal Agreement as modified herein, shall be and constitute the Agreement between PSEG Services Corporation (Maplewood Testing Services) and Local Union 94 of the International Brotherhood of Electrical Workers, to wit, the Maplewood Testing Services Union, and shall be and are hereby made effective between the parties hereto, as aforesaid, with the same force and effect as if the Maplewood Testing Services Union was an original party and an original signatory to the Principal Agreement, and said Maplewood Testing Services Union is hereby recognized by the Company as the exclusive bargaining representative for all employees in the unit.

**PUBLIC SERVICE
EXHIBIT A - PAY STEPS
WEEKLY AND HOURLY RATES**

EFFECTIVE: February 17, 2005 Through April 30, 2006

Pay Step	Hourly	Weekly	Pay Step	Hourly	Weekly
A	\$14.131	\$565.24	O"	\$34.284	\$1,371.36
B	\$15.934	\$637.36	O'	\$34.350	\$1,374.00
C	\$17.729	\$709.16	O'''	\$34.799	\$1,391.96
D	\$19.527	\$781.08	P	\$34.864	\$1,394.56
E	\$22.458	\$898.32	P"	\$35.312	\$1,412.48
F	\$23.588	\$943.52	P'	\$35.486	\$1,419.44
G	\$24.711	\$988.44	P'''	\$35.932	\$1,437.28
G'	\$25.064	\$1,002.56	Q	\$36.091	\$1,443.64
H	\$25.838	\$1,033.52	Q"	\$36.543	\$1,461.72
H'	\$26.199	\$1,047.96	Q'	\$36.610	\$1,464.40
H''	\$26.287	\$1,051.48	Q'''	\$37.059	\$1,482.36
I	\$26.969	\$1,078.76	R	\$37.128	\$1,485.12
I'	\$27.321	\$1,092.84	R"	\$37.575	\$1,503.00
I''	\$27.415	\$1,096.60	S	\$38.347	\$1,533.88
J	\$28.102	\$1,124.08	T	\$39.567	\$1,582.68
J''	\$28.550	\$1,142.00	U	\$40.876	\$1,635.04
J'''	\$29.011	\$1,160.44	V	\$42.212	\$1,688.48
K	\$29.220	\$1,168.80			
K''	\$29.669	\$1,186.76			
L	\$30.350	\$1,214.00			
L''	\$30.801	\$1,232.04			
L'	\$30.963	\$1,238.52			
L'''	\$31.313	\$1,252.52			
M	\$31.579	\$1,263.16			
M''	\$32.026	\$1,281.04			
M'	\$32.096	\$1,283.84			
N	\$32.614	\$1,304.56			
N''	\$33.063	\$1,322.52			
N'	\$33.226	\$1,329.04			
N'''	\$33.673	\$1,346.92			
O	\$33.834	\$1,353.36			

(") and (") pay steps apply to certain Nuclear classifications only

**PUBLIC SERVICE
EXHIBIT A - PAY STEPS
WEEKLY AND HOURLY RATES**

EFFECTIVE: May 1, 2006 Through April 30, 2007

Pay Step	Hourly	Weekly	Pay Step	Hourly	Weekly
	\$14.591	\$583.64	O''	\$35.399	\$1,415.96
	\$16.452	\$658.08	O'	\$35.467	\$1,418.68
	\$18.306	\$732.24	O'''	\$35.930	\$1,437.20
	\$20.162	\$806.48	P	\$35.997	\$1,439.88
	\$23.188	\$927.52	P''	\$36.460	\$1,458.40
	\$24.355	\$974.20	P'	\$36.640	\$1,465.60
	\$25.515	\$1,020.60	P'''	\$37.100	\$1,484.00
	\$25.879	\$1,035.16	Q	\$37.264	\$1,490.56
	\$26.678	\$1,067.12	Q''	\$37.731	\$1,509.24
	\$27.051	\$1,082.04	Q'	\$37.800	\$1,512.00
	\$27.142	\$1,085.68	Q'''	\$38.264	\$1,530.56
	\$27.846	\$1,113.84	R	\$38.335	\$1,533.40
	\$28.209	\$1,128.36	R''	\$38.767	\$1,550.68
	\$28.306	\$1,132.24	S	\$39.594	\$1,583.76
	\$29.016	\$1,160.64	T	\$40.853	\$1,634.12
	\$29.478	\$1,179.12	U	\$42.205	\$1,688.20
	\$29.954	\$1,198.16	V	\$43.584	\$1,743.36
	\$30.170	\$1,206.80			
	\$30.634	\$1,225.36			
	\$31.337	\$1,253.48			
	\$31.802	\$1,272.08			
	\$31.970	\$1,278.80			
	\$32.331	\$1,293.24			
	\$32.606	\$1,304.24			
	\$33.067	\$1,322.68			
	\$33.140	\$1,325.60			
	\$33.674	\$1,346.96			
	\$34.138	\$1,365.52			
	\$34.306	\$1,372.24			
	\$34.768	\$1,390.72			
	\$34.934	\$1,397.36			

(") and (""') pay steps apply to certain Nuclear classifications only

**PUBLIC SERVICE
EXHIBIT A - PAY STEPS
WEEKLY AND HOURLY RATES**

EFFECTIVE: May 1, 2007 Through April 30, 2008

Pay Step	Hourly	Weekly	Pay Step	Hourly	Weekly
A	\$15.066	\$602.64	O"	\$36.550	\$1,462.00
B	\$16.987	\$679.48	O'	\$36.620	\$1,464.80
C	\$18.901	\$756.04	O'''	\$37.098	\$1,483.92
D	\$20.818	\$832.72	P	\$37.167	\$1,486.68
E	\$23.942	\$957.68	P"	\$37.645	\$1,505.80
F	\$25.147	\$1,005.88	P'	\$37.831	\$1,513.24
G	\$26.345	\$1,053.80	P'''	\$38.306	\$1,532.24
G'	\$26.720	\$1,068.80	Q	\$38.475	\$1,539.00
H	\$27.545	\$1,101.80	Q"	\$38.958	\$1,558.32
H'	\$27.931	\$1,117.24	Q'	\$39.029	\$1,561.16
H''	\$28.025	\$1,121.00	Q'''	\$39.508	\$1,580.32
I	\$28.751	\$1,150.04	R	\$39.581	\$1,583.24
I'	\$29.126	\$1,165.04	R"	\$40.027	\$1,601.08
I''	\$29.226	\$1,169.04	S	\$40.881	\$1,635.24
J	\$29.959	\$1,198.36	T	\$42.181	\$1,687.24
J''	\$30.436	\$1,217.44	U	\$43.577	\$1,743.08
J'''	\$30.928	\$1,237.12	V	\$45.001	\$1,800.04
K	\$31.151	\$1,246.04			
K''	\$31.630	\$1,265.20			
L	\$32.356	\$1,294.24			
L''	\$32.836	\$1,313.44			
L'	\$33.009	\$1,320.36			
L'''	\$33.382	\$1,335.28			
M	\$33.666	\$1,346.64			
M''	\$34.142	\$1,365.68			
M'	\$34.217	\$1,368.68			
N	\$34.769	\$1,390.76			
N''	\$35.248	\$1,409.92			
N'	\$35.421	\$1,416.84			
N'''	\$35.898	\$1,435.92			
O	\$36.070	\$1,442.80			

(") and (""') pay steps apply to certain Nuclear classifications only

**PUBLIC SERVICE
EXHIBIT A - PAY STEPS
WEEKLY AND HOURLY RATES**

EFFECTIVE: May 1, 2008 Through April 30, 2009

Pay Step	Hourly	Weekly	Pay Step	Hourly	Weekly
A	\$15.556	\$622.24	O"	\$37.738	\$1,509.52
B	\$17.539	\$701.56	O'	\$37.811	\$1,512.44
C	\$19.516	\$780.64	O'''	\$38.304	\$1,532.16
D	\$21.495	\$859.80	P	\$38.375	\$1,535.00
E	\$24.721	\$988.84	P"	\$38.869	\$1,554.76
F	\$25.965	\$1,038.60	P'	\$39.061	\$1,562.44
G	\$27.202	\$1,088.08	P'''	\$39.551	\$1,582.04
G'	\$27.589	\$1,103.56	Q	\$39.726	\$1,589.04
H	\$28.441	\$1,137.64	Q"	\$40.225	\$1,609.00
H'	\$28.839	\$1,153.56	Q'	\$40.298	\$1,611.92
H''	\$28.936	\$1,157.44	Q'''	\$40.792	\$1,631.68
I	\$29.686	\$1,187.44	R	\$40.868	\$1,634.72
I'	\$30.073	\$1,202.92	R"	\$41.328	\$1,653.12
I''	\$30.176	\$1,207.04	S	\$42.210	\$1,688.40
J	\$30.933	\$1,237.32	T	\$43.552	\$1,742.08
J''	\$31.426	\$1,257.04	U	\$44.994	\$1,799.76
J'''	\$31.934	\$1,277.36	V	\$46.464	\$1,858.56
K	\$32.164	\$1,286.56			
K''	\$32.658	\$1,306.32			
L	\$33.408	\$1,336.32			
L''	\$33.904	\$1,356.16			
L'	\$34.082	\$1,363.28			
L'''	\$34.467	\$1,378.68			
M	\$34.761	\$1,390.44			
M''	\$35.252	\$1,410.08			
M'	\$35.329	\$1,413.16			
N	\$35.899	\$1,435.96			
N''	\$36.394	\$1,455.76			
N'	\$36.573	\$1,462.92			
N'''	\$37.065	\$1,482.60			
O	\$37.243	\$1,489.72			

(") and (") pay steps apply to certain Nuclear classifications only

**PUBLIC SERVICE
EXHIBIT A - PAY STEPS
WEEKLY AND HOURLY RATES**

EFFECTIVE: May 1, 2009 Through April 30, 2010

Pay Step	Hourly	Weekly	Pay Step	Hourly	Weekly
A	\$16.062	\$642.48	O''	\$38.965	\$1,558.60
B	\$18.109	\$724.36	O'	\$39.040	\$1,561.60
C	\$20.151	\$806.04	O'''	\$39.549	\$1,581.96
D	\$22.194	\$887.76	P	\$39.623	\$1,584.92
E	\$25.525	\$1,021.00	P''	\$40.133	\$1,605.32
F	\$26.809	\$1,072.36	P'	\$40.331	\$1,613.24
G	\$28.086	\$1,123.44	P'''	\$40.837	\$1,633.48
G'	\$28.486	\$1,139.44	Q	\$41.018	\$1,640.72
H	\$29.366	\$1,174.64	Q''	\$41.533	\$1,661.32
H'	\$29.777	\$1,191.08	Q'	\$41.608	\$1,664.32
H''	\$29.877	\$1,195.08	Q'''	\$42.118	\$1,684.72
I	\$30.651	\$1,226.04	R	\$42.197	\$1,687.88
I'	\$31.051	\$1,242.04	R''	\$42.672	\$1,706.88
I''	\$31.157	\$1,246.28	S	\$43.582	\$1,743.28
J	\$31.939	\$1,277.56	T	\$44.968	\$1,798.72
J''	\$32.448	\$1,297.92	U	\$46.457	\$1,858.28
J'''	\$32.972	\$1,318.88	V	\$47.974	\$1,918.96
K	\$33.210	\$1,328.40			
K''	\$33.720	\$1,348.80			
L	\$34.494	\$1,379.76			
L''	\$35.006	\$1,400.24			
L'	\$35.190	\$1,407.60			
L'''	\$35.588	\$1,423.52			
M	\$35.891	\$1,435.64			
M''	\$36.398	\$1,455.92			
M'	\$36.478	\$1,459.12			
N	\$37.066	\$1,482.64			
N''	\$37.577	\$1,503.08			
N'	\$37.762	\$1,510.48			
N'''	\$38.270	\$1,530.80			
O	\$38.454	\$1,538.16			

('' and ''') pay steps apply to certain Nuclear classifications only

**PUBLIC SERVICE
EXHIBIT A - PAY STEPS
WEEKLY AND HOURLY RATES**

EFFECTIVE: May 1, 2010 Through April 30, 2011

Pay Step	Hourly	Weekly	Pay Step	Hourly	Weekly
A	\$16.584	\$663.36	O"	\$40.232	\$1,609.28
B	\$18.698	\$747.92	O'	\$40.309	\$1,612.36
C	\$20.806	\$832.24	O'''	\$40.835	\$1,633.40
D	\$22.916	\$916.64	P	\$40.911	\$1,636.44
E	\$26.355	\$1,054.20	P"	\$41.438	\$1,657.52
F	\$27.681	\$1,107.24	P'	\$41.642	\$1,665.68
G	\$28.999	\$1,159.96	P'''	\$42.165	\$1,686.60
G'	\$29.412	\$1,176.48	Q	\$42.351	\$1,694.04
H	\$30.321	\$1,212.84	Q"	\$42.883	\$1,715.32
H'	\$30.745	\$1,229.80	Q'	\$42.961	\$1,718.44
H''	\$30.848	\$1,233.92	Q'''	\$43.487	\$1,739.48
I	\$31.648	\$1,265.92	R	\$43.569	\$1,742.76
I'	\$32.061	\$1,282.44	R"	\$44.059	\$1,762.36
I''	\$32.170	\$1,286.80	S	\$44.999	\$1,799.96
J	\$32.977	\$1,319.08	T	\$46.430	\$1,857.20
J''	\$33.503	\$1,340.12	U	\$47.967	\$1,918.68
J'''	\$34.044	\$1,361.76	V	\$49.534	\$1,981.36
K	\$34.290	\$1,371.60			
K''	\$34.816	\$1,392.64			
L	\$35.615	\$1,424.60			
L''	\$36.144	\$1,445.76			
L'	\$36.334	\$1,453.36			
L'''	\$36.745	\$1,469.80			
M	\$37.058	\$1,482.32			
M''	\$37.581	\$1,503.24			
M'	\$37.664	\$1,506.56			
N	\$38.271	\$1,530.84			
N''	\$38.799	\$1,551.96			
N'	\$38.990	\$1,559.60			
N'''	\$39.514	\$1,580.56			
O	\$39.704	\$1,588.16			

(") and (""') pay steps apply to certain Nuclear classifications only

PSEG SERVICES CORPORATION
EXHIBIT A
MAPLEWOOD TESTING SERVICES

Wage Progression Schedule
Starting and Intermediate Steps

Code No.	Job Classification	6 Mo. at	Final Step					
5300	Senior Test Engineer			(P)	(Q)	(R)	(S)	(T)
5301	Test Engineer	(D)	(E) (J)	(F) (K)	(G) (L)	(H) (M)	(I) (N)	(O)
5303	MTS Tester							(A)
5700	Chief Photographer						(O)	(P)

PSEG SERVICES CORPORATION
EXHIBIT A
MAPLEWOOD TESTING SERVICES

Wage Progression Schedule
Starting and Intermediate Steps

<u>Code No.</u>	<u>Job Classification</u>	<u>6 Mo. at</u>	<u>Final Step</u>					
5705	Senior Photographic Technician	(I)	(J)	(K)	(L)	(M)	(N) (O)	(P)
5706	Photographic Technician	(I)	(J)	(K)	(L)	(M)	(N)	
5712	Photographic Assistant						(F)	(G)
5713	Process Operator				(C)	(D)	(E)	

PSEG SERVICES CORPORATION
EXHIBIT A
MAPLEWOOD TESTING SERVICES

Wage Progression Schedule
Starting and Intermediate Steps

Code No.	Job Classification	6 Mo. at	Final Step					
5730	Chief Maintenance Mechanic						(M)	(N)
5731	Maintenance Mechanic		(G)	(H)	(I)	(J)	(K)	(L)
5733	Maintenance Assistant			(A)	(B)	(C)	(D)	(E)
5740	Chief Automotive Mechanic						(M)	(N)
5741	Automotive Mechanic	(F)	(G)	(H)	(I)	(J)	(K)	(L)

PSEG SERVICES CORPORATION
EXHIBIT A
MAPLEWOOD TESTING SERVICES

Wage Progression Schedule
Starting and Intermediate Steps

<u>Code No.</u>	<u>Job Classification</u>	<u>6 Mo. at</u>	<u>Final Step</u>					
5744	Automotive Assistant			(A)	(B)	(C)	(D)	(E)
5750	Chief Stock Handler				(G)	(H)	(I)	(J)
5752	Stock Handler		(A)	(B)	(C)	(D)	(E)	(F)
5761	Custodian		(A)	(B)	(C)	(D)	(E)	(F)
5766	Watcher			(A)	(B)	(C)	(D)	

PSEG SERVICES CORPORATION
EXHIBIT A
MAPLEWOOD TESTING SERVICES

Wage Progression Schedule
Starting and Intermediate Steps

Code No.	Job Classification	6 Mo. at	Final Step					
5823	Division Storekeeper		(D)	(E)	(F)	(G)	(H)	(I)
5824	Fuel Processor	(A)	(B)	(C)	(D)	(E)	(F)	(G)

**AGREEMENT BETWEEN
PSEG SERVICES CORPORATION
(MAIL SERVICE)
AND
LOCAL UNION 94 OF THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS
COVERING THE EMPLOYEES OF THE
MAIL SERVICE**

WHEREAS, an Agreement, hereinafter referred to as "Principal Agreement," was entered into this day between PSEG Services Corporation (Mail Service) and Local Union 94 of the International Brotherhood of Electrical Workers, effective May 1, 2005; and

WHEREAS, Local Union 94 covering the employees of the Mail Service, hereinafter referred to as "Mail Service Union," desires to become a party to the Principal Agreement; and

WHEREAS, PSEG Services Corporation said Mail Service Union have agreed to apply all the provisions of the Principal Agreement, which is annexed hereto and hereby made a part hereof, to the employees of the Mail Service, except as hereinafter modified:

NOW THEREFORE, it is agreed, in consideration of the premises, by and between PSEG Services Corporation (Mail Service) and the Mail Service Union, that certain of the provisions of the Principal Agreement be modified as hereinafter set forth, and as so modified, said Principal Agreement shall be and constitute the Agreement between PSEG Services Corporation and the Mail Service Union.

The modified provisions are the following:

ARTICLE III, SECTION E (Mail Service), shall read as follows (superseding Article III, Section E, of the Principal Agreement):

All other employees are defined as non-shift employees. Their regular working hours shall be between 8 a.m. and 4:30 p.m., except for those whose work requires that they start within 2 hours before or 2 hours after 8 a.m. The days off for non-shift employees shall be Saturday and Sunday. The number of employees assigned to schedules having odd hours shall be kept to the minimum consistent with good operating practice.

ARTICLE III, SECTION G (Mail Service), shall read as follows (superseding Article III, Section G, of the Principal Agreement):

Regularly scheduled meal periods shall be observed, except in emergencies, in which case another meal period shall be observed as soon as can reasonably be done. If the employees' reassigned meal period does not start within one-half hour before or one hour after the start of their regularly scheduled meal period, they shall be paid (at the applicable overtime rate) for the time worked during their scheduled meal period and they shall eat their meal, in the reassigned meal period, on Company time. This section of the Agreement shall not apply to Mail Service employees working at night.

ARTICLE III, SECTION N (Mail Service), shall read as follows (superseding Article III, Section N, of the Principal Agreement):

If on any one or more of the regularly scheduled basic workdays within the employees' basic 5-day workweek their regularly scheduled hours of work are changed,

and notice of less than 48 hours is given prior to the time they start work under the new schedule of hours for which only straight time is to be paid, they shall be given 4 hours' pay at straight time at their own regular rate in addition to their regular pay. This, however, does not apply at the end of temporary assignments when employees resume their regular schedule, provided there is at least an 8-hour interval between the two scheduled work periods. In order that employees have 8 hours off between scheduled work periods when going on or coming off a temporary schedule they shall on the last day before the change assume an 8-hour work period and eat their meal on the job. If there is not at least an 8-hour interval between these scheduled work periods, they shall be paid overtime at the applicable rate for the second scheduled period. In applying the above, hours shall not be considered as having been changed if the starting or quitting time, as a temporary replacement on an existing schedule, is 2 hours or less either before or after the employee's regularly scheduled starting or quitting time. No change in an employee's basic workday schedule shall be made for less than 8 hours.

ARTICLE IV, SECTION C (Mail Service), shall read as follows (superseding Article IV, Section C, of the Principal Agreement):

The provisions of this Article shall apply to permanent employees; however, they shall not apply to seasonal employees. Permanent employees are engaged without limitation. Seasonal employees may be engaged for work only in the lowest job classification, which will not result in loss of employment for permanent employees and which it is anticipated will continue for six months or less. If continued beyond six months, seasonal employees shall become permanent employees with

seniority determined by aggregate service in the classification.

ARTICLE IV, SECTION E-2 (Mail Service) shall read as follows (superseding Article IV, Section E-2, of the Principal Agreement):

In filling these vacancies the applicants must have sufficient qualifications to meet the job requirements of the job classification being applied for, as set forth in the Company's job specifications, and:

a. For promotions to all job classifications within the bargaining unit, except for b of this Subsection, where qualifications a, b, and c, shown in Subsection 3 below, of the applicants are sufficient, seniority shall govern.

b. For promotion to Assistant to Supervisor - Mail Service, where qualifications a, b, and c, shown in Subsection 3 below, of the applicants are reasonably equal, seniority shall govern.

ARTICLE IV, SECTION F (Mail Service) shall read as follows (superseding Article IV, Section F, of the Principal Agreement):

(Deleted 1982 Negotiations)

ARTICLE IV, SECTION J (Mail Service) shall read as follows (superseding Article IV, Section J, of the Principal Agreement):

(Deleted 1982 Negotiations)

ARTICLE IV, SECTION M (Mail Service) shall read as follows (superseding Article IV, Section M, of the Principal Agreement):

(Deleted 1982 Negotiations)

ARTICLE V, SECTION F-1 (Mail Service) shall read as follows (superseding Article V, Section F-1, of the Principal Agreement):

When employees normally working alone are confronted with work which would be dangerous for them to undertake by themselves they shall be furnished assistance upon request.

ARTICLE V, SECTION M (Mail Service) shall read as follows (superseding Article V, Section M, of the Principal Agreement):

Employees shall not be required to do their regular work outdoors in rainy or inclement weather except in emergencies or to perform essential work. The Company supervisors shall decide what constitutes rainy or inclement weather. This Section of the Agreement shall not apply to employees working in a position of Mail Route Driver.

ARTICLE VI, SECTION A (Mail Service) shall read as follows (superseding Article VI, Section A, of the Principal Agreement):

The wage rates for the period of the Agreement shall be those set forth in Exhibit A (Mail Service), attached hereto and made a part hereof.

ARTICLE IX, SECTION B (Mail Service) shall read as follows:

FIRST: Between the Union representative and the Supervisor – Mail Service. Matters pertaining to the work being done shall be settled immediately, and a reply to a

grievance of any nature shall be given within 3 days (exclusive of Saturday, Sunday or holiday).

ARTICLE IX, SECTION C (Mail Service) shall read as follows:

SECOND: Between 2 members of the Local Union grievance committee and the Facility Service Manager. A reply shall be given within 5 days (exclusive of Saturday, Sunday or holiday).

ARTICLE IX, SECTION D (Mail Service) shall read as follows:

THIRD: Between members of the local Union's grievance committee, not to exceed 5 in number, and the Manager, Park Plaza Services. The representative of the Local 94 may participate in the settlement of the grievance. The grievance shall be in writing. A reply will be given, if possible, at the meeting in which it is presented, but in no event shall a reply be given later than at the next regular grievance meeting. The Manager shall confirm the reply in writing within 5 working days. If a grievance is not presented in this step within 45 calendar days after its occurrence, it shall no longer be considered as existing.

ARTICLE IX, SECTION E (Mail Service) shall read as follows:

FOURTH: Between 5 representatives of Local 94, an International Representative of the IBEW, who may be present at this step of the grievance procedure, and the Vice President - Information Systems and Corporate Services or their designated representatives. A reply shall be given within 15 calendar days and it shall be confirmed in writing within 10 working days thereafter. In discharge cases, a written reply shall be given within 5

working days after the meeting. If an extension of time for the reply is requested by either party, such extension shall not exceed 30 days (10 days in the case of discharge). If a grievance is not presented in this step within 45 calendar days after the reply was given in the second step, it shall no longer be considered as existing.

ARTICLE IX, SECTION F (Mail Service) shall read as follows:

FIFTH: If the dispute or difference is not settled in the fourth step above, either party may request that the matter be referred to arbitration, if this request is made within 45 days after the reply was given in the fourth step. The Arbitration Board shall consist of one representative for the Union, one for the Company, and an odd member to be selected through the American Arbitration Association and in accordance with the rules of the Association. Both parties shall be bound by the selection of the odd member made in accordance with the foregoing. The Association shall be directed to submit a list of at least 20 names. However, in the case of a discharge the impartial arbitrator shall be selected in rotation from an alphabetical list of ten arbitrators jointly determined by the parties. Deletions from the list may be made at any time at the request of either party. Replacement will be selected on a mutually agreeable basis. Each party shall bear the expense of its own arbitrators, and the expenses of the arbitration and of the odd member shall be borne equally by both parties. The Arbitration Board shall, without delay, hear the evidence and render its majority decision, which shall be final and binding upon both parties for the duration of this Agreement. The majority shall submit a written opinion. Grievances in this step shall be processed in accordance with the rules of the American Arbitration Association.

ARTICLE IX, SECTION H (Mail Service) shall read as follows (superseding Article IX, Section H, of the Principal Agreement):

Should employees be laid off or discharged they shall be entitled to a hearing, starting with the fourth step above, within 20 working days of receipt of the Union's written request. If it is determined that the layoff or discharge is in violation of the terms of this Agreement, the employees shall be restored to their former position and status without loss of pay.

PSEG SERVICES CORPORATION

EXHIBIT A
MAIL SERVICE

**PAYROLL NOMENCLATURE AND SCHEDULE OF WAGE RATES
FOR JOB CLASSIFICATIONS INCLUDED IN THE BARGAINING UNIT**

Effective February 17, 2005

Wage Progression Schedule
Starting and Intermediate Steps

<u>Code No.</u>	<u>Job Classification</u>	<u>6 Mos. at</u>	<u>6 Mos. at</u>	<u>6 Mos. at</u>	<u>6 Mos. at</u>	<u>6 Mos. at</u>	<u>Final Step</u>
M-380	Assistant to Supervisor	\$892.72 22.318	\$981.92 24.548	\$1031.52 25.788	\$1111.96 27.799	\$1190.20 29.755	\$1271.48 31.787
M-381	Senior Mail Clerk	\$662.84 16.571	\$731.04 18.276	\$766.96 19.174	\$822.12 20.553	\$873.08 21.827	\$952.00 23.800

PSEG SERVICES CORPORATION

EXHIBIT A

MAIL SERVICE

**PAYROLL NOMENCLATURE AND SCHEDULE OF WAGE RATES
FOR JOB CLASSIFICATIONS INCLUDED IN THE BARGAINING UNIT**

Effective February 17, 2005

Wage Progression Schedule
Starting and Intermediate Steps

Code No.	Job Classification	6 Mos. at	Final Step				
M-382	Mail Route Driver				\$766.96 19.174	\$822.12 20.553	\$901.16 22.529
M-383	Mail Clerk				\$545.08 13.627	\$611.32 15.283	\$713.44 17.836

PSEG SERVICES CORPORATION

EXHIBIT A

MAIL SERVICE

**PAYROLL NOMENCLATURE AND SCHEDULE OF WAGE RTES
FOR JOB CLASSIFICIATONS INCLUDED IN THE BARGAINING UNIT**

EFFECTIVE MAY 2, 2006

Wage Progression Schedule
Starting and Intermediate Steps

Code No.	Job Classification	6 Mos. at	Final Step				
M-380	Assistant to Supervisor	\$921.76 23.044	\$1013.84 25.346	\$1065.08 26.627	\$1148.12 28.703	\$1228.88 30.722	\$1312.80 32.820
M-381	Senior Mail Clerk	\$684.40 17.110	\$754.80 18.870	\$791.92 19.798	\$848.84 21.221	\$901.48 22.537	\$982.96 24.574

PSEG SERVICES CORPORATION
EXHIBIT A
MAIL SERVICE

**PAYROLL NOMENCLATURE AND SCHEDULE OF WAGE RTES
FOR JOB CLASSIFICIATONS INCLUDED IN THE BARGAINING UNIT**

EFFECTIVE MAY 2, 2006

Wage Progression Schedule
Starting and Intermediate Steps

Code No.	Job Classification	6 Mos. at	Final Step				
M-383	Mail Clerk				\$562.80 14.070	\$631.20 15.780	\$736.64 18.416
M-382	Mail Route Driver				\$791.92 19.798	\$848.84 21.221	\$930.48 23.262

PSEG SERVICES CORPORATION

EXHIBIT A
MAIL SERVICE

**PAYROLL NOMENCLATURE AND SCHEDULE OF WAGE RATES
FOR JOB CLASSIFICATIONS INCLUDED IN THE BARGAINING UNIT**

EFFECTIVE MAY 1, 2007

Wage Progression Schedule
Starting and Intermediate Steps

<u>Code No.</u>	<u>Job Classification</u>	<u>6 Mos. at</u>	<u>Final Step</u>				
M-380	Assistant to Supervisor	\$991.72 24.793	\$1046.80 26.170	\$1099.72 27.493	\$1185.44 29.636	\$1268.84 31.721	\$1355.48 33.887
M-381	Senior Mail Clerk	\$706.64 17.666	\$779.36 19.484	\$817.68 20.442	\$876.44 21.911	\$930.80 23.270	\$1014.92 25.373

PSEG SERVICES CORPORATION
EXHIBIT A
MAIL SERVICE

**PAYROLL NOMENCLATURE AND SCHEDULE OF WAGE RATES
FOR JOB CLASSIFICATIONS INCLUDED IN THE BARGAINING UNIT**

EFFECTIVE MAY 1, 2007

Wage Progression Schedule
Starting and Intermediate Steps

Code No.	Job Classification	6 Mos. at	Final Step				
M-382	Mail Route Driver				\$817.68 20.442	\$876.44 21.911	\$960.72 24.018
M-383	Mail Clerk				\$581.12 14.528	\$651.72 16.293	\$760.60 19.015

EXHIBIT A
MAIL SERVICE

**PAYROLL NOMENCLATURE AND SCHEDULE OF WAGE RATES
FOR JOB CLASSIFICATIONS INCLUDED IN THE BARGAINING UNIT**

EFFECTIVE MAY 1, 2008

Wage Progression Schedule
Starting and Intermediate Steps

Code No.	Job Classification	6 Mos. at	Final Step				
M-380	Assistant to Supervisor	\$1023.96 25.599	\$1080.84 27.021	\$1135.48 28.387	\$1224.00 30.600	\$1310.08 32.752	\$1399.56 34.989
M-381	Senior Mail Clerk	\$729.64 18.241	\$804.72 20.118	\$844.28 21.107	\$904.96 22.624	\$961.08 24.027	\$1047.92 26.198

PSEG SERVICES CORPORATION
EXHIBIT A
MAIL SERVICE

**PAYROLL NOMENCLATURE AND SCHEDULE OF WAGE RATES
FOR JOB CLASSIFICATIONS INCLUDED IN THE BARGAINING UNIT**

EFFECTIVE MAY 1, 2008

Wage Progression Schedule
Starting and Intermediate Steps

Code No.	Job Classification	6 Mos. at	Final Step				
M-382	Mail Route Driver				\$844.28 20.442	\$904.96 21.911	\$991.96 24.018
M-383	Mail Clerk				\$600.04 15.001	\$672.92 16.823	\$785.32 19.633

PSEG SERVICES CORPORATION

EXHIBIT A
MAIL SERVICE

**PAYROLL NOMENCLATURE AND SCHEDULE OF WAGE RATES
FOR JOB CLASSIFICATIONS INCLUDED IN THE BARGAINING UNIT**

EFFECTIVE MAY 1, 2009

Wage Progression Schedule
Starting and Intermediate Steps

Code No.	Job Classification	6 Mos. at	Final Step				
M-380	Assistant to Supervisor	\$1057.24 26.431	\$1116.00 27.900	\$1172.40 29.310	\$1263.80 31.595	\$1352.68 33.817	\$1445.08 36.127
M-381	Senior Mail Clerk	\$753.36 18.834	\$830.88 20.772	\$871.72 21.793	\$934.40 23.360	\$992.32 24.808	\$1082.00 27.050

PSEG SERVICES CORPORATION

EXHIBIT A

MAIL SERVICE

**PAYROLL NOMENCLATURE AND SCHEDULE OF WAGE RATES
FOR JOB CLASSIFICATIONS INCLUDED IN THE BARGAINING UNIT**

EFFECTIVE MAY 1, 2009

Wage Progression Schedule
Starting and Intermediate Steps

Code No.	Job Classification	6 Mos. at	Final Step				
M-382	Mail Route Driver				\$871.72 21.793	\$934.40 23.360	\$1024.20 25.605
M-383	Mail Clerk				\$619.56 15.489	\$694.80 17.370	\$810.84 20.271

PSEG SERVICES CORPORATION

EXHIBIT A
MAIL SERVICE

**PAYROLL NOMENCLATURE AND SCHEDULE OF WAGE RATES
FOR JOB CLASSIFICATIONS INCLUDED IN THE BARGAINING UNIT**

EFFECTIVE MAY 1, 2010

Wage Progression Schedule
Starting and Intermediate Steps

<u>Code No.</u>	<u>Job Classification</u>	<u>6 Mos. at</u>	<u>Final Step</u>				
M-380	Assistant to Supervisor	\$1091.60 27.290	\$1152.28 28.807	\$1210.52 30.263	\$1304.88 32.622	\$1396.64 34.916	\$1492.08 37.302
M-381	Senior Mail Clerk	\$777.88 19.447	\$857.88 21.447	\$900.08 22.502	\$964.80 24.120	\$1024.60 25.615	\$1117.20 27.930

PSEG SERVICES CORPORATION
EXHIBIT A
MAIL SERVICE

**PAYROLL NOMENCLATURE AND SCHEDULE OF WAGE RATES
FOR JOB CLASSIFICATIONS INCLUDED IN THE BARGAINING UNIT**

EFFECTIVE MAY 1, 2010

Wage Progression Schedule
Starting and Intermediate Steps

Code No.	Job Classification	6 Mos. at	6 Mos. at	6 Mos. at	6 Mos. at	6 Mos. at	Final Step
M-382	Mail Route Driver				\$900.08 22.502	\$964.80 24.120	\$1057.52 26.438
M-383	Mail Clerk				\$639.72 15.993	\$717.40 17.935	\$837.20 20.930

**AGREEMENT BETWEEN
PUBLIC SERVICE ELECTRIC AND GAS COMPANY
(FLEET MAINTENANCE CENTER)
AND LOCAL UNION 94 OF THE INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS
COVERING THE CLERICAL EMPLOYEES OF THE
FLEET MAINTENANCE CENTER**

WHEREAS, an Agreement, hereinafter referred to as "Principal Agreement" was entered into this day between Public Service Electric and Gas Company (Fleet Maintenance Center) and Local Unions 94 of the International Brotherhood of Electrical Workers, effective May 1, 2005; and

WHEREAS, Local Union 94 covering the clerical employees of the Fleet Maintenance Center, hereinafter referred to as "Fleet Maintenance Center Clerical Union", desires to become a party to the Principal Agreement; and

WHEREAS, Public Service Electric and Gas Company and said Fleet Maintenance Center Clerical Union have agreed to apply all the provisions of the Principal Agreement, which is annexed hereto and hereby made a part of hereof, to the employees of the Fleet Maintenance Center, except as hereinafter modified:

NOW THEREFORE, it is agreed, in consideration of the premises, by and between Public Service Electric and Gas Company (Fleet Maintenance Center) and the Fleet Maintenance Center Clerical Union that certain provisions of the Principal Agreement be modified, said Principal Agreement shall be and constitute the Agreement between Public Service Electric and Gas Company and the Fleet Maintenance Center Clerical Union.

The modified provisions are the following:

ARTICLE IV, SECTION E-2 (Fleet Maintenance Center), shall read as follows (superseding Article IV, Section E-2, of the Principal Agreement):

In filling these vacancies the applicants must have sufficient qualifications to meet the job requirements of the job classification being applied for, as set forth in the Company's job specifications, and:

For promotion to FMC - Clerical Administrator, where qualifications a, b, and c, shown in subsection 3 below, of the applicants are reasonable equal, seniority shall govern.

ARTICLE VI, SECTION A (Fleet Maintenance Center) shall read as follows (superseding Article VI, Section A, of the Principal Agreement):

The wage rates for the period of the Agreement shall be those set forth in Exhibit A (Fleet Maintenance Center), attached hereto and made a part hereof.

All of the provisions of the Principal Agreement as modified herein, shall be and constitute the Agreement between Public Service Electric and Gas Company (Fleet Maintenance Center) and Local Union 94 of the International Brotherhood of Electrical Workers, to wit, the Fleet Maintenance Center Clerical Union, and shall be and are hereby made effective between the parties hereto, as aforesaid, with the same force and effect as if the Fleet Maintenance Center Clerical Union was an original party and an original signatory to the Principal Agreement, and said Fleet Maintenance Center Union is hereby recognized by the Company as the exclusive bargaining representative for all clerical employees in the Unit.

**PUBLIC SERVICE
ELECTRIC AND GAS COMPANY
IBEW -ELECTRIC
EXHIBIT A - PAY STEPS
FLEET MAINTENANCE CENTER
WEEKLY AND HOURLY RATES**

**Effective February 17, 2005
through April 30, 2006**

**Effective May 1, 2006
through April 30, 2007**

Pay Step	Hourly	Weekly	Pay Step	Hourly	Weekly
A**	\$11.142	\$445.68	A**	\$11.505	\$460.20
B**	\$11.775	\$471.00	B**	\$12.158	\$486.32
C**	\$12.412	\$496.48	C**	\$12.816	\$512.64
D'	\$13.049	\$521.96	D'	\$13.473	\$538.92
E'	\$13.685	\$547.40	E'	\$14.130	\$565.20
F'	\$14.318	\$572.72	F'	\$14.784	\$591.36
G'	\$14.955	\$598.20	G'	\$15.441	\$617.64
H'	\$15.591	\$623.64	H'	\$16.098	\$643.92
I'	\$16.224	\$648.96	I'	\$16.752	\$670.08
J'	\$16.861	\$674.44	J'	\$17.049	\$696.36
K'	\$17.498	\$699.92	K'	\$18.067	\$722.68
L'	\$18.136	\$725.44	L'	\$18.726	\$749.04
M'	\$18.768	\$750.72	M'	\$19.378	\$775.12
N'	\$19.405	\$776.20	N'	\$20.036	\$801.44
O'	\$20.043	\$801.72	O'	\$20.695	\$827.80
P'	\$20.673	\$826.92	P'	\$21.345	\$853.80
Q'	\$21.308	\$852.32	Q'	\$22.001	\$880.04
R'	\$21.945	\$877.80	R'	\$22.659	\$906.36
S'	\$22.584	\$903.36	S'	\$23.318	\$932.72
T'	\$23.219	\$928.76	T'	\$23.974	\$958.96
U'	\$23.854	\$954.16	U'	\$24.630	\$985.20
V'	\$24.492	\$979.68	V'	\$25.288	\$1011.52
W'	\$25.126	\$1005.04	W'	\$25.943	\$1037.72
X'	\$25.759	\$1030.26	X'	\$26.597	\$1063.88
Y'	\$26.396	\$1055.84	Y'	\$27.254	\$1090.16
AA	\$26.963	\$1078.52	AA	\$27.840	\$1113.60
BB	\$28.100	\$1124.00	BB	\$29.014	\$1160.56
CC	\$29.228	\$1169.12	CC	\$30.178	\$1207.12
DD	\$30.371	\$1214.84	DD	\$31.358	\$1254.32

Rate applicable to seasonal employees only.

**PUBLIC SERVICE
ELECTRIC AND GAS COMPANY
IBEW -ELECTRIC
EXHIBIT A - PAY STEPS
FLEET MAINTENANCE CENTER
WEEKLY AND HOURLY RATES**

**Effective May 1, 2007
through April 30, 2008**

**Effective May 1, 2008
through April 30, 2009**

Pay Step	Hourly	Weekly	Pay Step	Hourly	Weekly
A*	\$11.879	\$475.16	A*	\$12.265	\$490.60
B*	\$12.554	\$502.16	B*	\$12.962	\$518.48
C*	\$13.233	\$529.32	C*	\$13.663	\$546.52
D'	\$13.911	\$556.44	D'	\$14.364	\$574.56
E'	\$14.590	\$583.60	E'	\$15.065	\$602.60
F'	\$15.265	\$610.60	F'	\$15.762	\$630.48
G'	\$15.943	\$637.72	G'	\$16.462	\$658.48
H'	\$16.622	\$664.88	H'	\$17.163	\$686.52
I'	\$17.297	\$691.88	I'	\$17.860	\$714.40
J'	\$17.975	\$719.00	J'	\$18.560	\$742.40
K'	\$18.655	\$746.20	K'	\$19.262	\$770.48
L'	\$19.335	\$773.40	L'	\$19.964	\$798.56
M'	\$20.008	\$800.32	M'	\$20.659	\$826.36
N'	\$20.688	\$827.52	N'	\$21.361	\$854.44
O'	\$21.368	\$854.72	O'	\$22.063	\$882.52
P'	\$22.039	\$881.56	P'	\$22.756	\$910.24
Q'	\$22.716	\$908.64	Q'	\$23.455	\$938.20
R'	\$23.396	\$935.84	R'	\$24.157	\$966.28
S'	\$24.076	\$963.04	S'	\$24.859	\$994.36
T'	\$24.754	\$990.16	T'	\$25.559	\$1022.36
U'	\$25.331	\$1017.24	U'	\$26.258	\$1050.32
V'	\$26.110	\$1044.40	V'	\$26.959	\$1078.36
W'	\$26.787	\$1071.48	W'	\$27.658	\$1106.32
X'	\$27.462	\$1098.48	X'	\$28.355	\$1134.20
Y'	\$28.140	\$1125.60	Y'	\$29.055	\$1162.20
AA	\$28.745	\$1149.80	AA	\$29.680	\$1187.20
BB	\$29.957	\$1198.28	BB	\$30.931	\$1237.24
CC	\$31.159	\$1246.36	CC	\$32.172	\$1286.88
DD	\$32.378	\$1295.12	DD	\$33.431	\$1337.24

* Rate applicable to seasonal employees only.

**PUBLIC SERVICE
ELECTRIC AND GAS COMPANY
IBEW -ELECTRIC
EXHIBIT A - PAY STEPS
FLEET MAINTENANCE CENTER
WEEKLY AND HOURLY RATES**

Effective May 1, 2009
through April 30, 2010

Effective May 1, 2010
through April 30, 2011

Pay Step	Hourly	Weekly	Pay Step	Hourly	Weekly
A*	\$12.664	\$506.56	A*	\$13.076	\$523.04
B*	\$13.384	\$535.36	B*	\$13.819	\$552.76
C*	\$14.107	\$564.28	C*	\$14.566	\$582.64
D'	\$14.831	\$593.24	D'	\$15.313	\$612.52
E'	\$15.555	\$622.20	E'	\$16.061	\$642.44
F'	\$16.275	\$651.00	F'	\$16.804	\$672.16
G'	\$16.997	\$679.88	G'	\$17.550	\$702.00
H'	\$17.721	\$708.84	H'	\$18.297	\$731.88
I'	\$18.441	\$737.64	I'	\$19.041	\$761.64
J'	\$19.164	\$766.56	J'	\$19.787	\$791.48
K'	\$19.888	\$795.52	K'	\$20.535	\$821.40
L'	\$20.613	\$824.52	L'	\$21.283	\$851.32
M'	\$21.331	\$853.24	M'	\$22.025	\$881.00
N'	\$22.056	\$882.24	N'	\$22.773	\$910.92
O'	\$22.780	\$911.20	O'	\$23.521	\$940.84
P'	\$23.496	\$939.84	P'	\$24.260	\$970.40
Q'	\$24.218	\$968.72	Q'	\$25.005	\$1000.20
R'	\$24.943	\$997.72	R'	\$25.754	\$1030.16
S'	\$25.667	\$1026.68	S'	\$26.502	\$1060.08
T'	\$26.390	\$1055.60	T'	\$27.248	\$1089.92
U'	\$27.112	\$1084.48	U'	\$27.994	\$1119.76
V'	\$27.836	\$1113.44	V'	\$28.741	\$1149.64
W'	\$28.557	\$1142.28	W'	\$29.486	\$1179.44
X'	\$29.277	\$1171.08	X'	\$30.229	\$1209.16
Y'	\$30.000	\$1200.00	Y'	\$30.975	\$1239.00
AA	\$30.645	\$1225.80	AA	\$31.641	\$1265.64
BB	\$31.937	\$1277.48	BB	\$32.975	\$1319.00
CC	\$33.218	\$1328.72	CC	\$34.298	\$1371.92
DD	\$34.518	\$1380.72	DD	\$35.640	\$1425.60

* Rate applicable to seasonal employees only.

PUBLIC SERVICE ELECTRIC AND GAS COMPANY
EXHIBIT A
FLEET MAINTENANCE CENTER

Wage Progression Schedule
Starting and Intermediate Steps

Code No.	Job Classification	6mo. at	Final Step						
3800	FMC -Clerk	(A)*	(B)*	(C)*	(D)	(E)	(F)	(G)	
		(H)	(I)	(J)	(K)	(L)	(M)	(N)	
		(O)	(P)	(Q)	(R)	(S)	(T)	(U)	
						(V)	(W)	(X)	(Y)
3810	Clerical Administrator					AA	BB	CC	DD

* Step applicable to seasonal employees only. Such employees may progress beyond step (C'). Permanent employees start at step (D').

**LIST OF LETTERS
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June 16, 1944

NORMAL WORKING FORCE

In the discussion concerning vacancies, the IBEW Local 94 requested that management give to it an indication of the number of employees, by classifications, which the Company considers to be the normal working force. Schedules have been supplied by the Superintendents to the Local Unions, showing the number of employees (excluding substation operating employees and wiring inspectors), by classification, as of May 18, 1944, and the number which we consider to be our normal working force for conditions as of May 18, 1944. The schedules are a guide to indicate when permanent vacancies exist and are subject to change with changing conditions and the needs of the business. Concerning the manner in which they will be used, if the number of employees permanently assigned to a given classification falls below the number listed as the normal working force, the Superintendent immediately will post and fill the vacancy in accordance with the provisions of the Agreement between the Company and Union, effective June 16, 1944, unless notification is given to the Union that the replacement is not needed and the reasons therefore. While the schedules cannot be construed as "freezing" the number of employees at the number shown as the normal working force, it nevertheless is not to be expected that the number will fluctuate appreciably within six months (with the exception that the number in the classification "watchman" assigned to guard duty may be changed at any time because of conditions beyond our control). The expectation, therefore, is that during the next six months when the number falls below that shown as the normal working force, the force will be restored to normal by permanent replacements if qualified men are available. Prior to the expiration of the six-month period, the Superintendent will review the normal working force schedule and, thereafter, give the

Local Union a normal working force schedule for the next six months.

In several classifications the number required for the normal working force is less than the number on the payroll as of May 18, 1944. Employees will not be downgraded or laid off to make the number on the payroll conform to that shown as the normal working force. However, if the employees in the classifications which show an excess were to leave that classification, the expectation would be that they would not be replaced unless conditions had changed to such an extent that the replacements were justified. Where the number shown as the normal working force exceeds the number on the payroll as of May 18, 1944, the jobs will immediately be posted and filled in accordance with the provisions of the Agreement between the Company and the Union. As an exception to this, vacancies in helper classifications will not be filled where personnel is not available.

W. F. Tait Jr.

May 2, 1961

**PERFORMANCE OF OUTDOOR WORK
UNDER LOW-TEMPERATURE CONDITIONS**

During negotiation of the Agreement, effective May 2, 1961, the Union's proposal setting a temperature limitation on work to be performed out-of-doors was discussed at some length.

The Company stated that it recognizes the full intent of the Union's proposal and that it has no intention of subjecting its employees to the hardships of working

under extreme weather conditions, except as otherwise provided in Article V, Section M.

D. C. Allen

May 1, 1969

WORK IN HIGH CRIME AREAS

During negotiation of the Agreement, effective May 1, 1969, discussion was held regarding the protection of employees working in high crime areas.

The Company stated it has already doubled up personnel to perform work after dark in one specified area, and has taken similar steps in certain other areas where action has been considered necessary. It will continue to evaluate areas and situations which could present similar problems during any hours of the day and will make every reasonable effort to protect the welfare of its employees.

D. C. Allen

May 1, 1975

**ATTENDANCE AT NEGOTIATIONS
PRINCIPAL IBEW AGREEMENT**

During negotiation of the Agreement, effective May 1, 1975, it was agreed that attendance of Union field representatives would be governed by the following conditions:

1. Initial review to classify proposals: All members in attendance.

2. Days prescheduled for exploration of departmental proposals: Department representatives only.

3. Days prescheduled for exploration of system-wide proposals or open for discussion of any proposal: All members in attendance.

G. H. Barnstorf

W. K. Huggler

May 1, 1975

WAGE RETENTION

During negotiation of the Agreement, effective May 1, 1975, the Company stated that in the event of a layoff or curtailment it would endeavor to retain the wage rate of employees with eighteen (18) or more years of service unless prudent financial judgment dictates that such a policy cannot be supported at the time.

It is understood that the implementation of this policy may require transferring such employees to different job classifications and/or to different Divisions or Stations.

G. H. Barnstorf

W. K. Huggler

May 1, 1977

DECLARED MANPOWER SURPLUS SITUATIONS

During negotiation of the Agreement between the parties effective May 1, 1977, the Company expressed its willingness to discuss with the Union declared manpower surplus situations, including the closing of any Company facility, which may involved downgrading and/or layoff of employees. Prior to a layoff, the Company will, upon request, discuss the matter with the

IBEW Local 94 and the representative of the locations affected.

W. K. Huggler

May 1, 1989

TUITION AID PLAN

During negotiation of the Agreement between the parties, effective May 1, 1989, it was agreed to make the following modifications to the Tuition Aid Plan as it applies to other than Research and Testing Laboratory employees taking approved courses.

Such employees shall receive tuition refunds according to the grades received - 90% for an A, 80% for a B, and 70% for a C. Courses taken on a pass/fail basis will be reimbursed at 70% 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.

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.

C. E. McAdams

May 1, 1992

EMPLOYEE LAYOFF PROCEDURE ELECTRIC OPERATIONS

This confirms the understanding reached at meetings held to discuss the guidelines and procedures to be followed in effecting a layoff under Article IV Section L.

This understanding was modified and superseded by agreement reached during negotiations effective May 1, 1992.

The mechanics of implementing Article IV Section L are as follows:

Step #1) Consider the number of employees to be laid off and determine those employees with the least Company service in all classifications covered by this Agreement. Remove them from the job they are presently holding and place them in a layoff category.

Step #2) Surplus employees in a classification are to be curtailed in accordance with seniority. When the lowest classification in the occupational group is reached and a surplus still exists, those surplus employees shall be afforded the opportunity to fill those vacancies created by Step #1 on the basis of choice by service and qualifications.

Step #3) If a job vacancy by Step #1 cannot be filled by a qualified employee in Step #2, then that employee shall be returned to his job and the next junior employee in terms of Company service shall replace him in the layoff category. This will then necessitate the reapplication of Step #2.

The following understandings have been reached pertaining to Article IV Section L and related articles of the Agreement:

1. Should the application of the layoff process result in an employee on disability formula being laid off, such employee will have the option of taking a disability pension, providing the employee is eligible, or being laid off. If laid off, the employee will be entitled to severance pay and recall rights. If the disability pension is selected there will be no severance pay or recall rights.

2. When Article IV Section L is invoked, the following classifications shall be considered the lowest classification in an occupational group:

Distribution

Apprentice Equipment Operator	Line Inspector
Apprentice Meter Technician	Miscellaneous Mechanic
Apprentice Relay Technician	Communications Technician
Apprentice Service Dispatcher	Service Mechanic
Apprentice Substation Operator	Stock Handler
Automotive Body Repair Mechanic	Street Lamp Inspector
Automotive Assistant	Apprentice Substation Mechanic
Automotive Machinist	Underground Assistant

● Automotive Painter
● Automotive Shop Assistant
● Apprentice Lineman/Linewoman

Custodian
Watcher

● **Transmission**

● Apprentice Towerman/Towerwoman
● Apprentice Equipment Operator

● **Nuclear**

● Nuclear Equipment Operator

SM - Boiler
Repair

● Nuclear Technician-Radiation
Protection

Mechanic
Stock Handler
Custodian

● Nuclear Technician-Mechanical

Nuclear Worker

● Nuclear Technician-Controls

Automotive
Technician

● Nuclear Technician-Chemistry

Calibration
Technician

● Fire Protection Operator -
Intermediate
Nuclear

Radwaste
Operator

● SM - Machinist

Station Service
Driver - Lab

● Tractor Operator - Nuclear

● SM - Electrician

● **Production**

● Custodian
Gate Attendant

Utility Mechanic
Equipment
Operator

● Painter

Yard Worker

● Restaurant Worker

SMD-Machinist

● Stock Handler

SMD-Boiler

Repair Mechanic

Technical Worker	Technician (SMD only)
CMS-Service Equipment Operator	Electrician (SMD only)
CMS-(all Intermediate Classifications)	Station Service Driver (SMD only) MM-Stock Handler

Research and Testing Laboratory

Automotive Assistant	Maintenance Assistant
Custodian	Offset Operator - Grade 2
Fuel Processor Technician	Process Operator Stock Handler
Laboratory Storekeeper	Watcher

3. When a reduction in the number of employees is to be made in the classifications listed below the following procedure will be followed:

a.) Chief Lineman/Linewoman

A Chief Lineman/Linewoman being displaced as a result of a surplus shall be returned to the classification from which promoted. If returned to the Troubleshooter classification and a surplus in this classification results, the junior Troubleshooter shall be placed in the Lineman/Linewoman - Grade 1 classification and given credit for all time spent as a Lineman/Linewoman - Grade 1, Troubleshooter and Chief Lineman/Linewoman, where applicable, and placed accordingly on the seniority list.

b.) Lineman/Linewoman - Grade 1

If a surplus exists in the Lineman/Linewoman - Grade 1 classification, the employee in the Lineman/Linewoman - Grade 1 or Troubleshooter classification with the least total service in the Lineman/Linewoman - Grade 1, Troubleshooter and Chief Lineman/Linewoman classification shall bump down into the Lineman/Linewoman - Grade 2 classification.

When the curtailment affects the Electrician, Machinist and/or Boiler Repair Mechanic those to be curtailed from their respective classifications are to be determined based on seniority in the specific classification so designated. Designated surplus employees will be curtailed to the Station Mechanic classification.

For seniority purposes the following is to be followed:

a.) The curtailed employee will have super seniority over all others to return to a subsequent vacancy in his/her own former classification.

b.) His/her seniority for promotion to either of the other two "Grade 1" classifications is determined on the basis of his/her former and present seniority as a Station Mechanic.

c.) As a curtailed "Grade 1" he/she will have super seniority over all other Station Mechanics in all curtailments.

d.) In the event of a curtailment in the Station Mechanic classification which will involve a curtailed "Grade 1", seniority as a "Grade 1" shall govern who remains in the Station Mechanic classification.

5. The rules spelled out in number 4 above are equally applicable to the Technician classifications which shall

be reduced directly to the Technical Assistant classifications.

6. a.) Employees of the Northern Central Painting Group shall exercise their service in the work force at Sewaren Generating Station only. Likewise, employees of Sewaren Generating Station shall exercise their service in the Northern Central Painting Group.

b.) Employees of the Southern Central Painting Group shall exercise their service in the work force at Mercer Generating Station only. Likewise, employees of Mercer Generating Station shall exercise their service in the Southern Central Painting Group.

7. a.) An employee accepting transfer to or laid off and subsequently reemployed in another occupational group at another Company location and successfully completing the probationary period will have no recall or bidding rights at his/her former location.

b.) An employee laid off and subsequently reemployed in the same occupational group at another Company location and successfully completing the qualifying period will have no recall or bidding rights at his/her former location.

c.) A former employee who refuses recall to any classification in his/her former location for which he/she is considered qualified by the Company will have no further recall rights.

8. Employees affected by a reduction in the work force will be permitted to state their desire in writing for transfer to the lowest level of another occupational group under the current six month posting.

C. E. McAdams

May 1, 1992

FORMAL CORRECTIVE ACTIONS

Confirming discussion during negotiations of the Agreement between the Company and the Union, effective May 1, 1992, this letter supersedes the May 1, 1973 letter titled, "Disciplinary Reprimands."

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

C.E. McAdams

May 1, 1992

**MEDICAL INSURANCE CHANGES REQUIRED BY
LEGISLATED NATIONAL OR STATE HEALTH
INSURANCE AND/OR MEDICARE PROGRAMS**

This letter confirms the understanding reached during negotiation of the Agreement between the Company and the Union, effective May 1, 1992.

The parties have agreed to negotiate appropriate changes to the Company's medical benefits programs as may be appropriate as a result of any future legislated national or state health care program or mandates, or modifications to the Medicare Program.

C.E. McAdams

November 9, 1995

**DETERMINATION OF SENIORITY IN CASES
WHERE AN EMPLOYEE IS VOLUNTARILY OR
INVOLUNTARILY DEMOTED TO A LOWER
CLASSIFICATION IN THE SAME OCCUPATIONAL
GROUP**

The following confirms our recent agreement. Seniority for employees who voluntarily apply (and are granted) a lower classification in the same occupational group or are involuntarily demoted shall be determined as follows:

- 1) The employee's seniority shall be the same as if the employee had remained in that classification.
- 2) In the case of a Fossil Generation employee who returns to a Plant Operator position, the employee's seniority shall include all time spent in the Lead Operator, Plant Operator and Equipment Operator positions.
- 3) In cases where an employee applies for a position in a different occupational group, the employee shall be placed at the bottom of the seniority list.

Robert N. Turken

May 1, 1996

**ELECTRONIC TRANSFER OF FUNDS,
HANDLING OF PAY STUBS AND MAILING OF
PAYCHECKS**

During negotiation of the Agreement effective May 1, 1996 the Company and the Union agreed to discontinue the distribution of paychecks to employees at their respective work locations. It was further agreed that at the employees' option, payment shall be made by means of electronic funds transfer or by mail, as follows:

- An employee may direct his/her paycheck electronically, up to two different accounts; one for a fixed amount and the other for the balance of pay. These accounts may be in the same bank or in two different banks/credit unions.

- Where an employee elects electronic deposit, the pay stub will either be made available at the employees' permanent work location (it will be the employees' responsibility to pick up the pay stub) or have the pay stub mailed to the location of their choice.

- Employees who elect to have their paychecks mailed to them, may have their checks mailed to the location of their choice.

Robert N. Turken

May 1, 1996

PETTY CASH EXPENSE

REIMBURSEMENTS/PAYROLL ADJUSTMENTS

As soon as possible after May 1, 1996, all petty cash reimbursements will be included with the paycheck. Reimbursements submitted by Friday of a given pay period will be included in the paycheck for that period. If, due to Company error, payment is not made as stated above, the Company will reimburse the employee on the day the check was received or on the next following workday.

In addition, if due to Company error, employees do not receive full regular pay (including overtime and other premiums), the Company will reimburse the employee no later than the second following workday after the employee discloses the error. This does not apply to

amounts under \$50.00, which will be reimbursed in the paycheck for the pay period in which the error was reported.

Robert N. Turken

May 1, 1996

**LOCAL UNION REPRESENTATIVE
TO AFFILIATE NEW MEMBERS**

The Financial Secretary of the IBEW Local Union 94 shall provide the Company with a list of Union representatives to coordinate affiliation of new members within the jurisdiction of L.U. 94. The Company shall provide the Financial Secretary and the designated Union representative of the affected location notification of new members. The Company will arrange a time and place convenient to both parties for the local Union representative to meet with the new members. It is expected that the time involved will be kept to a minimum. This meeting will normally take place within the first week of employment/placement. Any problems with the new member affiliation process will be resolved between the President, Local 94, IBEW and the Manager - Industrial Relations.

Robert N. Turken

May 1, 1996

ARTICLE III-D - SCHEDULED EMPLOYEES

The Union had proposed a change, which would allow for arbitrating the starting and ending times of the scheduled 8-hour periods.

The Union stated that certain locations were not giving the proper level of consideration to the wishes of employees before establishing starting and ending times for work schedules.

The Company assured the Union that locations would continue to ensure changes in scheduling would be in conformity with the wishes of the employees and within the limits of reasonable operating procedures. In addition the starting and ending times would not be arbitrary and the operating business reasons would be provided at the Union's request.

Robert N. Turken

June 8, 1998

INTERPRETATION OF THE SUCCESSOR CLAUSE

At a recent meeting, you requested my understanding of the Company's interpretation of the "Successor Clause." Specifically, you requested the interpretation "successors or assigns" sentence in the Preamble of the Collective Bargaining Agreement dated May 1, 1996.

In recognition that this clause has never been applied or interpreted, it is my understanding that the meaning of this clause is that any purchaser, transferee, lessee, or assignee of this Company shall be bound by the terms, conditions and obligations of the Collective Bargaining Agreement for the term of the Agreement. It is further understood that all Letters of Agreement and Understanding, signed by both parties, are considered a part of the Collective Bargaining Agreement. This interpretation applies to the entire operation or any part, i.e. Fossil Generation, Nuclear, Distribution, Transmission, etc.

John F. Tiberi

May 1, 2005

TRAVEL ALLOWANCES

The parties agreed to freeze travel allowances at the current rates for the duration of the six-year agreement. These allowances are listed by department and indexed by the title of the primary document to which they apply:

FOSSIL GENERATION AND NUCLEAR DEPARTMENTS

"TRAINING PROGRAM FOSSIL GENERATION DEPARTMENT" (5/1/05)

"NUCLEAR TRAINING PROGRAMS" (5/1/05)

To Essex Training Center from:	<u>5/1/05</u>
Bergen, Hudson, Kearny	\$17.03
Linden, Sewaren	18.97
Burlington, Mercer	38.25

To Burlington Training Center from:	
Bergen, Hudson, Kearny and Artificial Island	\$39.35
Mercer	17.33
Linden, Sewaren	26.21

To the Generation Learning Center (Sayreville/South Plainfield) and the Edison Training Center, and the Gas Business Unit Training Center from:	
Bergen, Hudson, Kearny	\$21.28
Linden, Sewaren	15.81
Mercer, Burlington	25.84

To Nuclear Training Center from:	
Burlington, Mercer	\$39.47

Burlington, Mercer \$39.47

For In Station Training:

Northern Area \$17.03

Central Area 15.81

Between Northern and Central 24.32

Between Burlington and Mercer 17.33

Between Burlington, Mercer
and Artificial Island 39.35

Between Central and Mercer
or Burlington 26.21

Between Northern and 39.35

Mercer or Burlington

In applying the training allowances in the Fossil
Generation and Nuclear Departments, the areas are
defined as follows:

NORTHERN AREA (Training)

Passaic, Bergen, Essex, Hudson and Morris Counties.

CENTRAL AREA (Training)

Union, Somerset, Hunterdon, Middlesex and Monmouth
Counties.

SOUTHERN AREA (Training)

Mercer, Burlington, Camden and Gloucester Counties.

All Travel Allowances are computed from the employees'
assigned location.

**"AREA MAINTENANCE" (5/1/84)
AND "MOBILE MAINTENANCE" (5/1/89)
AND "SYSTEM MAINTENANCE" (5/1/05)**

The following travel allowances are provided for any remote reporting assignments to any Company facility:

5/1/05

Northern Area	\$17.64
Southern Area	27.24
Southern to/from Artificial Island (Per Diem)	88.80
Northern to/from Southern	65.55
Northern to/from Artificial Island (Per Diem)	115.54

COMBUSTION TURBINE ORGANIZATION

5/1/05

Northern Area	\$17.64
Southern Area	27.24
Linden to/from Edison	27.24
Northern to/from Southern*	65.55

*Within the CT group with the exception of Linden to/from Edison, this allowance is for voluntary assignment

"CENTRAL MAINTENANCE SHOP" (5/1/84)

5/1/05

Up to 35 miles	\$28.76
Over 35 to 65 miles	65.55
Artificial Island - CMS (Per Diem)	102.15

MAPLEWOOD TESTING SERVICES

Up to 35 miles	\$28.76
Over 35 to 75 miles	86.35
Artificial Island (Per Diem) (MTS Training Allowance)	115.54

In applying the travel allowances for Area Maintenance, Mobile Maintenance, System Maintenance, and the Combustion Turbine Organization, the areas are defined as follows:

NORTHERN AREA

Passaic, Union, Bergen, Somerset, Essex, Hunterdon, Hudson and Morris Counties.

SOUTHERN AREA

Mercer, Burlington, Camden, Middlesex, Monmouth, and Gloucester Counties.

All Travel Allowances are computed from the employees' assigned location.

**TRANSMISSION AND DISTRIBUTION
DEPARTMENTS**

**"REMOTE REPORTING OF TOWER GROUP
PERSONNEL" (5/1/96)**

**"OPERATION OF RELAY GROUP SATELLITE
ARTIFICIAL ISLAND" (5/1/92)**

	<u>5/1/05</u>
Up to 21 miles	\$28.76
Over 21 to 35 miles	47.80
Over 35 to 55 miles	75.16
Over 55 miles (Transmission): (per mile over 55)	1.36

**"REMOTE REPORTING OF ELECTRIC
DISTRIBUTION PERSONNEL" (5/1/05)**

**For Work Assignments Within
Franchise Area**

	<u>5/1/05</u>
Daily per-mile IRS rate for mileage between the normal reporting location and the remote reporting location	\$.405

**For Work Assignments Outside
of Franchise Area**

	<u>5/1/05</u>
Up to 21 miles	\$28.76
Over 21 to 35 miles	47.80
Over 35 to 55 miles	75.16

**REMOTE REPORTING FOR TRAINING
(TRANSMISSION AND DISTRIBUTION)**

Northern Area Between: \$15.81

Metropolitan, Irvington,
West Orange, Palisades,
Hackensack, Branchburg

Central Area Between: 15.81

Elizabeth, Sewaren,
New Brunswick,
Bridgewater, Metuchen,
Fleet Maintenance

Southern Area Between: 15.81

Trenton, New Freedom,
Camden, Bellmawr

Between Northern and Central 17.15

Between Northern and Southern 33.14

Between Central and Southern 23.90

Between Artificial Island and
Southern 33.14

GENERAL

Use of personal automobiles for Company Business will be reimbursed at the prevailing IRS rate.

Reimbursement will be made for highway tolls upon presentation of a receipt. Such reimbursement will not

be made for any Production or Nuclear Department assignment.

May 1, 2005

**FLAME RETARDANT CLOTHING
ANNUAL ALLOWANCE PROGRAM
PSEG-POWER, PSE&G-ELECTRIC AND
GAS DELIVERY, PSEG SERVICES**

All employees who are designated by the Company to be in the Annual Allowance Program will be provided with an annual flame retardant clothing allowance in accordance with the following:

- \$325.00 per year with the ability to roll over any unused balance into the next year.
- All Flame Retardant Clothing will be ordered through the Internet, phone or fax by the employee on their own time.
- New hires will be given an initial allotment of 4 pants, 4 shirts, 1 light jacket and one heavy jacket.
- All orders will be shipped to the storeroom. Employees will pick up their order in the storeroom prior to the start of work. For SMD employees, the order can either be shipped to the storeroom or to their home.
- 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.
- Any clothing damaged or soiled while working on the job will be replaced at Company expense.
- In Gas Delivery: Distribution employees will be added to list of employees required to wear Flame Retardant Clothing (FRC). The Company will no longer be responsible for providing laundry service to the Gas Delivery employees. All Gas Delivery employees will be responsible for cleaning their own FRC.

This does not apply to any employee who is in the "one-time" allotment program. However, all employees in the one time allotment program will be required to order their FRC on their own time.

John F. Tiberi

May 1, 2005

SAFETY FOOTWEAR

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

The Company will also increase the allowance for reimbursement of the cost of composite toe safety shoes to \$110 effective May 1, 2005 and \$115 effective May 1, 2010 for Nuclear Department employees who purchase safety footwear in accordance with the **NBU Safety Footwear Requirements** directive dated February 1, 1999.

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

For oxford type	\$39 effective May 1, 2005; \$44 effective May 1, 2010
For 6" and under 8"	\$45 effective May 1, 2005; \$50 effective May 1, 2010
For 8" and above	\$57 effective May 1, 2005; \$62 effective May 1, 2010

John F. Tiberi

May 1, 2005

CONTRACTING OF WORK

During negotiation of the Agreement effective May 1, 2005 the Company notified the Union that it intends to hold the use of contractor personnel to perform work, normally performed by bargaining unit personnel, to a minimum consistent with the economical and efficient operation of the system.

The Company intends to continue to train employees where practicable and economically feasible to perform some of the work being contracted.

The Company will continue to review practices involving the assignment of work to outside contractors. The Electric Distribution Division Manager, Station Manager, Plant Manager or designee will discuss the matter of contracting out work with the local Union in January of each year. For projects that are not in the work plan discussed in January, the local Union will be notified of such work with as much advance notice as practicable.

Finally, the Company intends to conform with the provisions of Article V, Section N covering the contracting of work.

John F. Tiberi

May 1, 2005

ALL PERSONAL INSULATING EQUIPMENT TO BE TESTED BY BARGAINING UNIT EMPLOYEES

During negotiation of the Agreement effective May 1, 2005 the Company and Union agreed that the parties

will form a committee comprised of three IBEW members and three management personnel to meet after the completion of negotiations to further discuss and resolve the above mentioned proposal.

John F. Tiberi

May 1, 2005

HEALTH CARE COST CONTAINMENT MEETINGS

This is to acknowledge that the Company and the Union agrees that during the duration of this Agreement, the Health Care Cost Containment Committee will continue to meet not less than once every other month (unless mutually agreed otherwise). Further, it is agreed that attendance at these committee meetings will be limited to two Union Representatives.

John F. Tiberi

June 27, 2005

POLICY FOR REPRESENTED EMPLOYEES TRAVELING ON COMPANY BUSINESS

The following guidelines outline the Company's policy for compensating represented employees traveling on Company business. This includes participation on committees, task forces, quality groups, training, etc.

The following will be paid for by the Company:

Pay at the applicable rate for travel time between home and check-in at the destination hotel. The return trip will be paid in the same manner from the time the employee leaves the hotel until he/she returns home. Pay for a

minimum of eight hours on the normal workdays Monday through Friday.

Required travel/transportation expense including parking. Hotel expenses for lodging. One phone call per day.

Meals not provided by the Company or not included as part of a program will be paid for as follows:

Breakfast	\$10.00
Lunch	\$20.00
Dinner	\$30.00

Out of pocket expenses as listed above will be reimbursed by the Company. Employees are expected to obtain receipts for all expenses other than meals wherever possible.

Exceptions to the above must be approved by the Industrial Relations Department.

John F. Tiberi

September 7, 2005
DELETION AND INCORPORATION OF CERTAIN
LETTERS TO THE IBEW LOCAL 94 AND
PERSONNEL INSTRUCTIONS

During the negotiation of the Agreement effective May 1, 2005 the Company proposed the deletion, combination and/or incorporation in the language of the Agreement certain Personnel Instructions and Letters to the IBEW Local 94.

The Union expressed its concern that the proposed language to accomplish these deletions, combinations

and incorporation may not properly reflect the meaning of all of the important elements of the original documents.

The sole purpose of the Company's proposal was to reduce the contract language, streamline the Agreement, and incorporate all provisions and various agreements into one document insofar as practicable. There has been no intent to alter, change or eliminate the meaning or intent of any of the agreements heretofore concluded. Therefore, it is agreed that if any question ever arises as to the proper interpretation, application, or operation of any of the revised articles, the matter shall be resolved on the basis of the language of the source document.

The attached lists of letters have been removed but may be referred to in the future.

John F. Tiberi

September 14, 2005

COMMERCIAL DRIVER'S LICENSE

During negotiation of the Agreement, effective September 14, 2005, the parties agreed to the following:

A. Employees hired prior to May 1, 1996 who are required to maintain a CDL shall be provided two (2) hours pay (at time and one half rate) to obtain the "A" license renewal and necessary documents through the Division of Motor Vehicles (DMV) to maintain their license, outside of normal work hours. License renewals that require testing and endorsements will be conducted on Company time.

B. Employees hired after May 1, 1996 who are required to obtain/maintain a CDL shall:

1. obtain a physical/medical examination through the PSE&G Medical Department or their personal physician outside of normal work hours. If the employee must use their personal physician, the Company will reimburse the cost of the CDL required physical.

2. be provided two (2) hours pay (at time and one half rate) to obtain the "A" license renewal and necessary documents through the Division of Motor Vehicles (DMV) to maintain their license, outside of normal work hours. License renewals that require testing and endorsements will be conducted on Company time.

3. obtain the CDL and all necessary endorsements during the first six (6) months in the classification on their own time. Failure to do so will result in the employee being returned to his/her former classification or terminated, if directly hired into the classification, after notification to the Union.

4. be reimbursed for eighty (80) percent of training costs associated with obtaining the license, upon successful completion.

All employees requiring a CDL will be reimbursed the cost difference between a standard automobile driver's license fee and the required CDL fee, including endorsements. Any changes in State or Federal laws that impact CDL holders will be negotiated with the Union prior to implementation.

John F. Tiberi

**LIST OF LETTERS
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**LIST OF LETTERS
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FOSSIL - POWER

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May 1, 1973

OVERTIME MEALS

**(GENERATING DEPARTMENT STATION
CAFETERIA)**

During negotiation of the Agreement between the parties effective May 1, 1973, it was agreed that for the purpose of overtime meals furnished by the Company in the station cafeteria employees shall be entitled to adequate portions of food and second portions if they desire for consumption during the overtime meal period.

D. C. Allen

May 1, 1984

CENTRAL MAINTENANCE SHOP

The primary responsibility of the Central Maintenance Shop group is to perform work, which has in the past been performed by contractors.

Included in all these responsibilities will be the necessary storeroom functions.

Miscellaneous Provisions

1. The Central Maintenance Shop facility will repair equipment from any other Company facility.

2. Central Maintenance Shop personnel may be assigned to report directly to any Company location. The reporting location will have either permanent or adequate temporary sanitary facilities. When such an

assignment is to be made, the local Union will be notified.

A travel allowance for each round trip will be paid an employee who reports directly to the remote facility. (This allowance is specified in the Travel Allowances letter. The travel allowance for reporting to other than Production or Nuclear Department facilities will be as specified for the remote reporting of Electric Distribution Personnel.)

A Central Maintenance Shop employee who has already reported to the Shop for work and is required to go to another location will be transported on Company time in Company transportation. The travel allowances specified are not applicable in this case.

In any one day, there will be only one remote reporting location assignment. If the job is terminated or canceled, the remote reporting employee will be required to return to the Shop. The appropriate tolls and mileage will be paid.

3. Central Maintenance Shop personnel will use Sewaren Generating facilities and tooling as required in the performance of their work.

4. Sewaren Generating Station personnel, as well as Central Maintenance shop personnel, may be assigned to make necessary Central Maintenance shop building repairs and modifications, as required.

5. No area maintenance or travel allowance will be paid to Central Maintenance Shop personnel working at Sewaren Generating Station or to Sewaren Generating Station personnel working at the Central Maintenance Shop.

6. The following modifications will apply only to assignments to Artificial Island:

a. When a short swing assignment is made, employees will be released from the sending location two hours early or permitted to arrive at the receiving location two hours late.

b. Continuous assignments will be limited to an initial assignment of four weeks and all subsequent assignments of three weeks except that anyone can volunteer to accept an assignment of longer duration.

7. Central Maintenance Shop personnel may be assigned to III-F schedules in the Shop or in the stations in accordance with provisions of the Agreement. In addition, Central Maintenance Shop employees may be assigned to perform work in the generating stations, which does not qualify for III-F.

8. In addition to the existing 8 a.m. to 4:30 p.m. shift, non-rotating 4 p.m. to 12:30 a.m. and 12 midnight to 8:30 a.m. shifts will be established. A normal work force will be established for each of these shifts. The days off will be Saturday and Sunday.

The initial filling of vacancies on these shifts will be by posting at the Central Maintenance Shop. Employees will be selected on the basis of Article IV, Section E.

Employees working on the 4 p.m. to 12:30 a.m. and 12 midnight to 8:30 a.m. non-rotating shifts will not be subject to the provisions of Article III, Section F.

9. There will be no reduction in the Normal Work Force in any location covered by this Agreement as a result of the work performed on site by employees of the Central Maintenance Shop.

10. On assignments outside of the Fossil Generation Department that would not normally be performed by IBEW Local 94 and would otherwise be performed by non-PSE&G employees, the regularly scheduled hours of work in the basic 5 day workweek may be changed consistent with Letter A-19 or CMS hours of work.

M. C. Sawhill

May 1, 1989

**OPERATION AND MAINTENANCE
BAYONNE, EDISON AND NATIONAL PARK
GENERATING STATIONS**

In order to keep pace with the increasing demand for electric power, a number of gas turbine-generator units have been constructed, some of which are located at sites apart from the generating stations responsible for their operation and maintenance. Bayonne, Edison and National Park Generating Stations are operated and maintained by personnel from Kearny, Sewaren and Burlington Generating Stations, respectively.

To provide the necessary operating and maintenance work in the most efficient manner, the Company and the Union have agreed to designate these associated stations as temporary reporting points subject to the conditions outlined in this letter.

Employees may be instructed to report directly to the associated station to work their basic workday or to work on scheduled overtime. If called out to perform work at an associated station, employees shall report to their home station to pick up the necessary personal hand tools and personal safety equipment to perform the work. In such cases employees shall receive an

allowance equivalent to the appropriate area maintenance allowance and be paid from the time that they report at the home station, but they may be dismissed from the associated station.

When they report to the associated station to work their basic workday or to perform scheduled overtime, they shall be notified of the change in reporting point prior to the end of their basic workday or overtime period preceding the day on which they are to report at the associated station.

When employees at work at their home station are required to leave their home station to work at the associated station, they shall be transported to and from that station on Company time and via Company transportation.

When instructed to report directly to the associated station, the employee shall be paid an allowance equivalent to the area maintenance allowance. For National Park, such assignments will be made only when the conditions of Article III, Section F are met. Employees who report at their home station and are required to leave the home station to work at the associated station prior to their regularly scheduled lunch period, shall be paid the meal allowance provided for an overtime meal, but they shall not be paid for the time to eat the meal except as provided in Article III G.

Employees who report directly to the associated station are required to furnish all meals except those which the Company is obligated to furnish or pay for under Article V, Section L of the Agreement.

Employees will not be required to report directly to an associated station until the necessary sanitary, washroom, showers, and locker room facilities have been provided.

C. E. McAdams

June 11, 1992

CENTRAL PAINTING GROUP

An agreement was reached effective June 15, 1976, subsequently modified on June 11, 1992, on the establishment of a Central Painting Group. The primary work of this group is the preparation for and painting of Production buildings, structures and equipment. The group will also perform cleaning and shot peening of power plant equipment using "blast finishing" equipment.

Two areas will be established: A Northern Area and a Southern Area. The Northern Area will include Bergen, Kearny, Essex, Hudson, Linden, Sewaren, Bayonne and Edison Generating Stations, and the Central Maintenance Shop. The Southern Area will include Mercer, Burlington and National Park Generating Stations. Central Painting Group employees will have no permanent reporting location. However, the System Maintenance Headquarters is the administrative location for these employees for the purposes of payroll administration and similar matters.

Employees of the Central Painting Group will report to any location within the area to which they are assigned. They will travel to their assigned work locations on their own time. Employees of the Central Painting Group may be assigned to report directly to any Production or Nuclear Department facility to perform "blast finishing" work. A northern group employee will receive the appropriate travel allowance from Sewaren Generating Station. A Southern Group employee will receive the appropriate travel allowance from Mercer Generating Station. No travel allowance will be paid between Sewaren Generating Station and the Central Maintenance Shop for the Northern Group, nor will a

travel allowance be paid for assignments at Mercer Generating Station for the Southern Group.

Central Painting Group employees who have already reported to their assigned location for painting may be required to go to another location. In such cases, the employees will travel on Company time and be paid the appropriate tolls and mileage. Employees of the Northern Painting Group may be assigned to insulation work in the southern area. Likewise, Southern Painting Group employees may be assigned to insulation work in the northern area. When such assignments are made the appropriate Area/Mobile Maintenance allowance will be paid. Central Painting Group personnel may be assigned to III-F schedules in accordance with the provisions of the Agreement to perform "blast finishing" or insulation work.

Employees of the Central Painting Group of the Northern Area will be entitled to apply for transfer in accordance with the provisions of Article IV, Section F into the Normal Work Force of the Sewaren Generating Station.

Employees of the Central Painting Group of the Southern Area will be entitled to apply for transfer in accordance with the provisions of Article IV, Section F into the Normal Work Force of the Mercer Generating Station. Employees desiring transfer into an apprenticed occupational group must pass the portion of the pre-employment test for that group in accordance with the letter "Production and Nuclear Departments Pre-Employment Tests", dated May 1, 1984. Employees of the Sewaren and Mercer Generating Stations will be considered in accordance with the provisions of Article IV, Section F for transfer into the Central Painting Group of their area before hiring from the street. The establishment of this group will not result in a reduction in the normal force of any generating station.

C.E. McAdams

May 1, 1996

SIX-MONTH TRANSFER - SMD

During negotiation of the Agreement, effective May 1, 1996, it was agreed to establish a policy for transfers within System Maintenance. The details and administration of this policy are outlined below as follows:

Under the provisions of Article IV, Section F the Manager of System Maintenance will post notice every April 1 and October 1 for ten (10) calendar days requesting applications from those employees interested in a change of job classification within System Maintenance.

These vacancies will be filled as follows:

- All transfers will be made in accordance with Article IV, Section F-2b.
- Entering pay steps will be determined as follows:

Transfer between the classifications of Boiler Repair Mechanic, Electrician, Machinist and Technician:

Employee transfers at pay step "I". If below "I" step, employees will continue with their normal progression.

System Mechanic to any SMD position:

Employee transfers at current step. Pay progression begins six (6) months after the transfer.

If below "I" step, employees will continue with their normal progression.

HEO or Industrial Mechanic to any SMD position:

In accordance with Article IV, Section F-3 of the Collective Bargaining Agreement.

Robert N. Turken

May 1, 1996

SMD/CMS VACATION RESTRICTIONS

During negotiation of the Agreement, effective May 1, 1996, it was agreed to vary the restrictions on allowable vacation based on peak and non-peak business periods of SMD and CMS.

During the peak period, which runs from September 15 through May 14, up to a maximum of ten (10) percent of the employees in each classification will be permitted to take their vacation.

During the non-peak period, which runs from May 15 through September 14, up to a maximum of forty (40) percent of the employees in each classification will be permitted to take their vacation. This percentage will also apply to Christmas week which is considered the week in which the holiday is observed.

For Floating Holidays, the forty (40) percent restriction will be maintained except for the employee's birthday, Martin Luther King Day, Columbus Day, Lincoln's Birthday and the day after Thanksgiving.

Robert N. Turken

March 24, 1997

**SMD - INDUSTRIAL MECHANIC CLASSIFICATION
(2792) - ADDITIONAL UPGRADE OPPORTUNITIES**

In a letter titled SMD - Industrial Mechanic, Chief Industrial Mechanic and Chief Maintenance Mechanic Job Specifications dated April 10, 1995 the Company and Union agreed upon conditions that would allow the Industrial Mechanic (2792) to perform additional duties for a pay rate of 1.05 times their current pay rate. The agreement was that an Industrial Mechanic who holds a valid Asbestos License for Project Design or Competent Person, may be upgraded to Planner at the pay rate of 1.05 times his/her current pay rate. Once upgraded the employee may report to a location and perform planning functions that may include scoping of work, layout of work, ordering material, etc. This type of upgrading has no hourly limit per year and is not subject to Article V, Section C. 1.

In addition to the planning duties, an Industrial Mechanic who holds a valid asbestos license for competent person or project design can also be upgraded to perform any air monitoring under the direction or responsibility of the System Maintenance Division.

When upgraded for air monitoring the employee will receive 1.05 times his/her current pay rate. Only one upgrade is payable. If the employee is already receiving 1.05 times his/her current pay rate for an upgrade for project design or competent person and is required to perform air monitoring, he/she would not receive any additional upgrade compensation. Upgrades for planning or sampling have no hourly limit per year and are not subject to Article V, Section C. 1.

John F. Tiberi

November 19, 1999

RESOURCE ALLOCATION PROCESS

The utilization of contract labor within Fossil Generation has been a source of continued concern and controversy with the IBEW and its membership. It is in our best interests to insure that our employees are utilized to their fullest capabilities by providing reasonable opportunities for work they are qualified to perform and minimize the use of contractors. At times it will be necessary to employ contract labor to cover peak manpower demands and/or to supplement our workforce during emergent conditions when our workforce is fully utilized.

With the exception of specialty contractors*, SMD will be responsible for contracting work that is required to cover peak demands, emergent conditions and project(s) managed by the PSEG Power Projects Group. In the event it becomes necessary to supplement Station forces to perform maintenance work, the Station Managers will initially request SMD to perform said work. If SMD cannot support the request, arrangements for the proper labor contractor will be made through and by SMD.

Once the decision to use contract labor is made, SMD management will notify the SMD IBEW Representative. SMD management will also contact the affected Station in order for the Station to notify the Local IBEW Representative of the decision to utilize contractors to perform specific work. When informing the IBEW of the decision to utilize contract labor, SMD and/or Station management will indicate, as a minimum, the expected

start date, duration, work the contractor is expected to perform, and reasons why PSEG Power resources are not being used.

Load Following Peaking, and SERVCO Managers will be responsible and accountable for the implementation of this Resource Allocation Process.

* Specialty contractors include, but are not limited to: underwater diver services, elevator inspection and repair, on-line high-pressure valve repairs, Xerox repair, etc.

Frank Cassidy
President - PSEG Power

May 12, 2003

HUDSON GENERATING STATION OPERATIONS

Hudson Generating Station's #2 unit is currently under evaluation and discussion with regulators to determine it's future status. If Hudson #2 is retired it may impact the entire site's status. In order to properly operate Hudson Generating Station during the interim period, the parties have agreed to utilize the existing workforce without hiring new employees as follows:

Post and fill a Lead Operator position.

Minimum staffing to run one of the units is two (2) Lead Operators and three (3) Plant Operators. To run both units the staffing increases to three (3) Lead Operators and four (4) Plant Operators.

Mechanical Operators currently working non-shift will be asked for volunteers to go on shift schedule for the period of May 15 through September 15.

Shift Mechanical and Technical Operators will be given refresher training in duties 2 through 12 of the Utility Operator (2304) Job Specification.

If there are less than the four (4) required Plant Operators able to work the shift during two unit operation the following order will be followed when filling for deficiencies:

- Utilize Shift - Technical or Mechanical Operators to perform operator duties within their classification, if deficiencies remain then;

- Ask Plant Operators for Plant Operator overtime in accordance with the 12 hour shift Agreement, if deficiencies remain then;

- Once the requirements for Lead Operator overtime, if any, have been satisfied ask the remaining Lead Operators for Plant Operator overtime in accordance with the 12 hour shift Agreement, if deficiencies remain then;

- Utilize Shift - Technical or Mechanical Operators who were previously qualified Plant Operators, in accordance with the preamble to the job specifications, to perform Plant Operator duties. If the use of the preamble requires filling the MO or TO position with forced overtime then the low Plant Operator will be scheduled, except in emergencies or all available Plant Operators have already been scheduled to work. Where retraining is required it shall be provided. When performing the Plant Operator function, Technical and/or Mechanical Operators will receive their current wage step or top step of Plant Operator whichever is higher, if deficiencies remain then;

- Force the low Plant Operator to work in accordance with the 12- hour shift Agreement.

If Hudson is retired, or partially retired, by PSEG Power or any operating company owned by PSEG, and the Company requires some or all of the employees to transfer out of the Station they will be transferred to a similar position within Power-Fossil, New Jersey, if no positions are available in Power - Fossil, New Jersey then they will be transferred to a comparable IBEW represented position commensurate with their knowledge and experience in Public Service Enterprise Group. In either situation the employees will transfer without any losses in wages or benefits.

Once the future of Hudson Generating Station is known the parties will meet again to discuss continuance, revision or elimination of the above provisions of operation.

John F. Tiberi

May 1, 2005
TRAINING PROGRAM
FOSSIL GENERATION DEPARTMENT

The training program consist of the following sections:

- Overall Structure and Course Content
- Credit for Prior Training
- Qualification
- Schedule of Training
- General

1. Overall Structure and Course Content

Training in each classification will consist of four types of courses: Fundamentals, Intermediate, Advanced and Continuing/Refresher Training. The Fossil Joint Employee Qualification Committee (JEQC) will provide oversight of course content, layout, and testing.

A. Fundamentals

Fundamentals training introduces all new Fossil associates to Company philosophy and acquaints them with site facilities, interdepartmental responsibilities, basic computer applications, health, industrial and environmental safety, and communication practices. The purpose is providing new associates with the minimum training required to ensure that they can function safely in a power plant. The trainee learns what document and procedure information is available and how to use that information in performing assigned daily tasks. Personnel will receive instruction in these requirements in the form of classroom training, CBT, and in-plant OJT.

B. Intermediate

All associates entering a new job classification will receive training on the basics of that classification in intermediate training. This training will provide the associate with the knowledge and skills necessary to operate, monitor systems, and perform routine maintenance as required of an associate in an intermediate level operations or maintenance position.

Associates will also take curriculum events in other specialties when required to satisfy any cross training requirements determined during the development of the station's training needs analysis. Some jurisdictions require operator certification, which is completed as part of intermediate training within the time period specified by the state.

The training content will be delivered primarily through a series of classroom-based events, CBT, or in-plant OJT/E.

C. Advanced

Advanced Training is designed to provide a field associate with discipline-specific advanced knowledge and skills required to safely operate, maintain, troubleshoot, and repair site-specific power plant systems.

Control room/board operators also receive additional advanced training that will prepare the new operator to operate the plant from the control room. This training will be delivered through a blended approach of classroom, in-plant OJT/E and simulator activities.

The knowledge and skills for the advanced tasks are suited particularly to laboratory, simulator, and on-the-job training settings.

D. Continuing/Refresher Training

The continuing training program is designed to ensure that knowledge and skills of the field associates are current. Continuing training includes refresher training, "just-in-time" training, training on new technology, and annual Environmental, Health, and Safety training.

Continuing training provides retraining on the knowledge and skills from previous instruction. A continuing training matrix is established for skills that:

- Are deemed critical to the safe operation of the plants
- May have been lost due to their complexity or the infrequency of application
- Are requested by associate and approved by the Station Training Administrator

Continuing training most often is refresher training for advanced training curriculum events. However, in some cases continuing training is also required for intermediate and fundamentals material.

Just-in-time training is a form of continuing training designed to provide associates with learning that addresses upcoming plant activities or evolutions such as major outages or equipment installation.

Employees are required to maintain their level of proficiency. Refresher training is the mechanism through which employees are assisted in this requirement. Employees are required to keep pace with technological change. Training will be provided to assist employees in this requirement and employees are expected to successfully complete these courses. The results of the training will not be held against the employee for wage progression or the two failure guide line.

2. Credit for Prior Training

A. Testing Out and Exemptions

In some cases, associates will already possess the knowledge and skills being trained through verifiable previous experience or training. These associates may be granted an exemption to this training. In cases where the associates previous training or experience cannot be documented, the associate's mastery of required knowledge and skills can be verified by passing a test (for knowledge) and/or a practical demonstration (for skills). Any exemption to training must be approved by the plant Production Manager (or the equivalent level in other organizations). The Fossil Training Manager will administer the test out process.

The Fossil Joint Employee Qualification Committee will review results of test out procedures.

B. Testing

Trainee performance shall be evaluated at the completion of each training event or major segment of a knowledge-training program. The testing method varies depending the type of training.

The testing method, frequency, and standards are specified in the instructor guide for each training event. The type of test that is used, the content of the test instrument, and the standard of acceptable performance should be based on the applicable learning objectives derived from job function and task requirements defined during the SAT process. A subject matter expert (SME) will review the tests prior to them being administered.

- **Fundamentals Training:** Employees must achieve an average score of greater than 70%.
- **Intermediate Training:** Courses will be broken into similar curriculum with individual evaluations. The passing criteria per course will be 70%.
- **Advanced Training:** Courses will be broken into similar curriculum with individual evaluations. The passing criteria per course will be 70%.

After 5/01/2005, the passing criteria will change from 70% to 80% for any new hires and transfers.

Employees may be tested for stand-alone computer based instruction, however the results of these tests will not be held against the employee for wage progression or the two-failure guidelines.

C. Employee Remediation

In some cases, associates are unable to successfully complete evaluations at a level that satisfies the standards. In those cases where the associate's deficiencies are minor or easily corrected, the instructor or trainer may remediate the associate and retest immediately. In cases when the associate's deficiencies are too extensive for immediate remediation, a remediation program must be developed. This will define required review and study for knowledge factors and supervised practice for skill factors. The remediation plan will be documented, acknowledged by the associate, and approved by the appropriate Station Training Administrator.

There will be two attempts to train and qualify per training course. The inability to qualify on the first or second attempt will be considered a "failure". If the second attempt to qualify is successful, the "failure" will no longer be considered to exist. After the second failure there will be a halt in wage progression. If after a six (6) month period, the employee has demonstrated additional training in the areas of deficiency, the employee may be eligible to re-test. If the employee has successfully passed the re-test, the wage progression will re-start.

In some cases, after remediation an associate may still not be able to pass the test or meet a qualification standard. In these cases, the associates' deficiencies are documented and referred to the Fossil Joint Employee Qualification for disposition.

3. Qualification

Qualification will occur after the successful completion of skills training, whether OJT/E, simulator, or laboratory. The qualifying authority, either the Station Training Administrator, the associate's supervisor, or the Production Manager will verify the associate's mastery of the required knowledge and skills using the qualification materials developed during the Systematic Approach to Training (SAT) process. Upon successful completion of the OJE by the associate, both the evaluator and the associate will designate the associate as qualified by signing the qualification card for that training event.

The qualification card will list the activities needed to successfully execute the desired task. It also will provide the options for the manner in which the associate should perform the activity through these action codes.

P – Perform: Student performs the task. This is the preferred method of evaluation.

S – Simulate: Trainee simulates the task performance. This is used when plant conditions or safety concerns prevent task performance.

D – Discuss: Discusses the task with the evaluator. This is the least effective evaluation method and is used when plant access is restricted

During qualification the trainee performs activities listed on the qualification card. The evaluator assesses trainee performance against performance standards listed on the qualification card. The evaluator will designate the specific tasks and manner in which they are to be performed for the trainee. Some steps are designated as "must perform" and cannot be omitted by the evaluator. The evaluator will be the sole judge as to

whether the associate's performance meets the standard.

4. Scheduling of Training

Training schedules will be designed to maximize learning effectiveness and the efficient use of instructors, facilities, and equipment. Training will be scheduled to minimize the impact on plant activities.

Local Station Training Committee shall develop training schedules for their location. These schedules shall be provided to the Fossil Joint Employee Qualification Committee to consider topic selection and the selection process of individuals to be trained.

5. General

All associates are required to meet the mandatory requirements for environmental, health, and safety training. These requirements are in addition to the four types of courses listed in this letter and must be successfully completed.

Workshops, seminars and mini-courses can be expected to be presented at the training centers or other stations.

Selected employees will attend OJT/E training with the anticipation they will be utilized to perform OJT/E evaluations. Selected represented employees will be paid an extra ½ pay step whilst performing the OJT/E. There will be no adverse affect on those employees not selected to perform these functions. OJT/E may also be performed by supervision or an SME outside the company. It is understood that any one individual employee shall not perform the OJT and the OJE on the same individual at the same time.

Employees are expected to travel to the training centers or other training sites when assigned on their own time and using their own transportation except that a travel allowance will be provided for each round trip from their home station to the training center as specified in the Travel Allowance letter.

Employees who are assigned to stations other than their home station for training will be provided a travel allowance for each round trip from their home station as specified in the Travel Allowance letter.

For promotions to Chief - Any employee not afforded the opportunity to train in areas deemed necessary for the Chief position will not be denied the position for lack of training. However, if the employee has failed to qualify in necessary training, he/or she may be denied the promotion.

Employees may be qualified to tag, under the Fossil Tagging rules, only after he has reached a pay step of H, and has attended and passed the necessary training.

Attachment 1 Fossil Joint Employee Qualification Committee Charter

PURPOSE

The Fossil Joint Employee Qualifications Committee hereafter referred to as "The Joint Committee" or "JEQC" is hereby established as authorized by the Company/Union contract negotiations of 2005.

The PSEG Fossil Automatic Progression Program consists of training, on-the-job training and evaluation, and demonstrated abilities, which collectively become a

matter of record and are maintained through implementation of a "qualification card" system.

It shall be the responsibility of the JEQC to ensure that the qualification cards for all classifications reflect the employees' qualifications.

At no time will the JEQC discuss, consider, or disposition any matter not directly related to an individual's qualifications or any matter that would normally be dispositioned through previously agreed to grievance procedures.

MEMBERSHIP

The JEQC shall be composed of equal representation by (4) management persons and (4) bargaining unit members.

The term of office shall be two years. Each member shall designate, in writing, an alternate who may represent that member.

The President PSEG Fossil Operations shall designate management members and the Local Union 94 IBEW shall designate bargaining unit members. Vacancies shall be filled in the same manner as original appointments were made. A committee member may succeed himself/herself.

The JEQC will appoint a Chairperson and a Secretary who shall retain voting privileges and who shall not both be from either management or the bargaining unit. Terms of office for the Chairperson and Secretary shall be for approximately a (1) year period. At least 6 members must be present to conduct business.

Unresolved items will be presented to the President PSEG Fossil Operations for final resolution.

Any member of the JEQC may be removed and replaced by action of their respective sponsoring group.

Consultants, training instructors, supervisors, and employees may be invited to attend joint committee meetings.

RESPONSIBILITIES

The JEQC should meet regularly (e.g.: quarterly) and on call of the Chairperson.

The JEQC shall consider and attempt to resolve all issues pertaining to the qualification status of employees in the Automatic Progression Program. This shall include the review of training records and qualifications of individual employees including:

- Initial Qualification
- Disqualification
- Requalification
- Previous Qualifications

The JEQC shall review the placement and progress of each individual in the program and may recommend a change of an individual's classification to the respective program's manager in order to facilitate continuance and preserve qualifications. If there is a disagreement between the members of the committee (e.g., resolution cannot be reached), then recommendations will be forwarded to the President PSEG Fossil Operations. Recommendations shall be in writing and conveyed to the President PSEG Fossil Operations within 2 weeks of the JEQC meeting.

The JEQC may make recommendations for changes to the qualification process/content. Recommendations should be sent to the appropriate Station Training Committee (STC). Additionally, changes recommended

by the STCs should be reviewed by the JEQC before becoming effective. Timely communication between the STCs and the JEQC should take place to status all recommendations.

For qualification determinations, the JEQC may interview supervisors, training instructors, and candidates for qualification to assure all information pertaining to an individual's qualifications is both applicable and accurate.

The JEQC may recommend additional training for qualifications for individuals who may require such remedial assistance. It is not the intention of the Company to limit such employees to the "two failures rule" if a sincere effort is being made by the employee under consideration.

The JEQC shall review the qualifications of an individual for initial qualification. The JEQC will assess new employees' previous training and qualification for appropriateness of training waivers.

The JEQC shall coordinate with Employment and Placement the scheduling of a review and evaluation of any new employee entering the modular program above any existing entering level rate, before the employee becomes permanent. New employees' previous qualifications will be assessed and recommendations for training waivers and pay rates will be communicated to Department Managers.

REPORTING

The JEQC shall communicate its recommendations to the appropriate Manager and Local Union 94 IBEW.

The JEQC shall report its qualification decisions to the individual under review and his/her manager.

Attachment 2

Station Training Committee Charter

1. SCOPE

This charter establishes the purpose, applicability, and policies for the conduct of Station Training Committees (STC). The STC will ensure that the training and qualification meets the needs of station personnel to help perform their jobs safely, independently, and in accordance with management expectations. They also assess training's contribution to continuously improving site and personnel performance.

2. PURPOSE

Evaluate respective training program effectiveness based on work force performance, and also make recommendations on changes to training curriculum, content, and schedules.

3. APPLICABILITY

This charter is applicable to all aspects of a Station's technical training programs.

1. POLICY

1.1 The responsible senior line manager chairs the STC. Its membership consists of the following individuals:

- Site Production Manager (Chairperson/Program Owner)
- Station Training Administrator
- Line Supervisor(s)
- Bargaining Unit member (Operations)
- Bargaining Unit member (Maintenance)

1.2 The Chairperson is responsible for:

- Scheduling and conducting the STC meetings
- Determining a quorum
- Evaluating the meeting, the attached evaluation sheet shall be used for this purpose
- Appointing a secretary

1.3 STC meetings should be conducted a minimum of once per calendar quarter and more often as necessary for the direction and oversight of a Station's training program.

1.4 New members of the committee should complete a job familiarization guide prior to assuming their committee responsibilities.

1.5 When making effectiveness decisions, STC's shall consider if the training was:

- Effective in improving worker performance
- Relevant to the job
- Timely
- Challenging
- Technically accurate
- Effectively and efficiently implemented using available resources

1.6 STC is responsible for the following:

Review site root cause analysis reports for corrective actions linked to training and recommend training adjustments.

Respond to training and training related personnel issues forwarded by the Fossil Joint Employee Qualification Committee.

Review future training needs such as regulatory change, modifications to plant equipment and organizational changes.

Provide direction on training activities, scheduling, and changes in technical training and qualification programs.

Review open action items.

Review the status of initial and refresher training.

Identify emerging training needs.

Provide an open forum for other current training issues.

Provide input to and review annual training plan.

Review training progress relative to annual plan and adjust annual plan to account for new priorities

- Review ongoing training effectiveness:
 - Attendance
 - Training performance
 - Student feedback forms
 - Management observations
- Document the meeting with detailed minutes that clearly identify action items, responsibilities, and milestones.

1.7 STC secretary is responsible for the following:

- Prepare and distribute STC meeting notices and agenda prior to each meeting. Technical Training Manager shall be on distribution.
- Record and publish STC meeting minutes. Forward minutes to the Station Training Coordinator, the Fossil Joint Employee Qualification Committee and all attendees.
- Ensure retention of STC meeting minutes.
- Record and track action items identified by the STC.
- Ensure that changes to the training schedule are communicated to the responsible individual.

1.8 Meeting minutes are a valuable record for historical purposes and therefore should contain sufficient detail to represent the facts and discussion points that occurred during the meeting. The minutes shall include the following items:

- Brief description of agenda items.
- Listing of attendees (name and job title)
- Summary of discussion regarding each agenda item and recommendations or actions identified by the STC.
- Identification of each STC action item with the name of responsible individual.

John F. Tiberi

May 1, 2005

**FOSSIL GENERATION BUSINESS UNIT
NEW JOB SPECIFICATIONS - OTHER
AREAS OF AGREEMENT**

This letter supercedes the Agreement letter by the same name dated July 22, 2002. The original letter was the result of Mutual Gains Bargaining efforts between the Company and the Union. The results were an understanding on workforce numbers, methods of filling vacancies, Area/Mobile Maintenance provisions, shift relief, Chief positions and upgrades and supporting work activities of the locations.

Employees continue to have Article IV. Section K. and Section L rights under the System Maintenance – Production Department Agreement Letter dated June 11, 1992 and the Filling Fossil Vacancies Agreement Letter dated December 21, 1993.

Normal Workforce – Normal Working Force Numbers will continue to be reported by location instead of classification. Storeroom personnel will be included in the overall location number now that the Supply Chain Management has been decentralized.

Posting Position Vacancies

Future vacancies will be offered/filled as follows:

- 1.* Six month posting at the location where vacancy exists in accordance with Article IV,F,2b.
- 2.* A special 10-Day Interest Posting .
3. Career Link or hiring from outside

Should there be a need to fill vacancies or transfer employment on a large scale other than normal attrition,

transfers etc. the Union will request a special posting that will be offered to employees, when there has been information given that may alter career opportunities. The special posting will include opportunities to transfer within a location and to other locations of Fossil Generation. This special posting will supercede steps 1 & 2 of this process. The posting process will be done in accordance with Article IV, Section F.

Wage rates for employees successful in six-month postings or special 10-day postings will be subject to the provisions of Article IV, F.3.

Employees who want to be considered for open positions must have passed the applicable Pre-employment test in accordance with the Agreement.

Plant Operator - Must have passed operations and either technical or mechanical sections.

Technical Operator - Must have passed technical and operations sections.

Mechanical Operator - Must have passed mechanical and operations sections.

Combustion Turbine Operator - Must have passed technical and operations sections.

Area/Mobile Maintenance - All non-shift and scheduled employees can be assigned to Area/Mobile Maintenance in accordance with the Agreement. Shift workers at Seward, and Kearny Stations who are assigned to day work during non-run periods are subject to Area/Mobile Maintenance when the non-run period is expected to last four weeks or longer. It is not expected that station forces would be assigned to Area/Mobile Maintenance if contractors are on the site performing work of those classifications. This does not apply to major capital work or specialty work.

The Company plans to continue with contracting of work through SMD as outlined in the **Fossil Generation – Contracting of Work** agreement letter dated December 27, 1999.

Linden Generating Station Operations

The parties recognize that once the new Linden units are operational, the Operation of Linden Generating Station letter dated May 2, 2002 will no longer apply.

Technical Operators at Linden Generating Station may be removed from shift and placed in a non-shift position when all the units are in a non-run period and the non-run period is expected to last four weeks or longer. Once a unit is started and the Technical Operators are returned to shift work they cannot be returned to a non-shift position until the next non-run period that is expected to last 4 weeks or longer.

Any changes in shift assignments will be in accordance with Article III N.

Shift Relief - For an interim period, when it is anticipated that a shift MO or TO will be absent from his/her shift assignment for a period exceeding 7 consecutive scheduled workdays (10 consecutive scheduled workdays for Sewaren Generating Station), the Company may replace the employee with a non-shift employee of the same classification up to the maximum of one MO and one TO per shift. The employee with the least amount of shift relief will be utilized first, unless another employee volunteers.

At each location, as vacancies occur in day shift MO and TO positions, the Company will post a maximum of four MO and four TO positions as shift relief positions. Once these positions have been filled, the provisions of paragraph I of this section shall no longer exist.

Employees in shift relief positions will not be subject to Area/Mobile Maintenance, with the following exception. Employees in shift relief positions at Sewaren, Kearny and Burlington shall be subject to Area/Mobile Maintenance when the shift workers (MO's and TO's) at these stations are assigned to day work during non-run periods and the non-run period is expected to last four weeks or longer.

Anticipated Plant Closings

In the event of an actual plant closing, the company will notify the Union as far in advance as possible. The parties will promptly meet to discuss options that can minimize the impact to employees.

Chief Positions

The Company and the Union have agreed to create new Chief classifications in the Fossil Generation Business Unit as a part of the new job specification agreement. The process of determining the number of Chief positions necessary to support the needs of the business will be a function of business conditions with the understanding that if a Chief position is no longer necessary it can be eliminated. This may occur if the bargaining unit duties of the eliminated position stay in the bargaining unit and are not assigned to a non-represented position. It is not the intent of the Company to create Chief positions with the sole intention of vacating them.

It has been agreed to provide for upgrading to Temporary Chief for workload purposes (above the normal workforce number) up to a maximum of 528 work hours per year.

This maximum applies separately to each Chief nomenclature (2800, 2801, 2802, 2803 and 2804) per

facility regardless of the number of employees in each position. If the 528 hour maximum is exceeded; the Company agrees to post a permanent position in the respective Chief classification. Upgrading for the reasons shown in Article V, C. 1 shall continue to be administered in accordance with terms of the Agreement. Such upgrading is not included in the 528 hour maximum.

John F. Tiberi

May 1, 2005

**NEW JOB SPECIFICATIONS OF
SMD MACHINIST SPECIALIST (2613)
AND SMD ELECTRICIAN SPECIALIST (2614)**

The parties agreed to create two new job specifications SMD Machinist Specialist (2613) and SMD Electrician Specialist (2614). It was agreed that the Normal Workforce number for SMD Machinist Specialist would be 15% of the SMD Machinist (2602) and the SMD Electrician Specialist would be 15% of the Electrician (2501) Normal Workforce number at SMD. The two new job specifications will assist with pre-outage and post-outage planning and projects.

John F. Tiberi

May 1, 2005

**HOME BASED REPORTING FOR
SYSTEM MAINTENANCE DIVISION –
HVAC MECHANIC**

During negotiation of the Agreement effective May 1, 2005, it was agreed to establish a program for Home

Based Reporting of the System Maintenance Division
HVAC Mechanic classification 2606 as follows:

1. HBR employees must arrive at their first work site within their work area at the beginning of their work period and will remain working at their last work site within their work area until the end of the work period.
2. Pay for call-out overtime shall be portal to portal from the employee's home. If work (overtime) beyond their basic work period is required, pay shall continue until the employee arrives home.
3. Employees scheduled to work overtime on Saturday, Sunday and holidays must arrive at their first work site within their work area at the beginning of their work period and will remain working at their last work site within their work area until the end of the work period.
4. Pay step for Home Base Reporting will be "N" pay step.
5. Tolls and expenses incurred during the use of the company vehicle on company time will be reimbursed. Management will work with Home Based Reporters that experience problems with the parking of the Company vehicle at their home locations. In such cases, local management will work with the shop steward to assist in finding possible alternative arrangements that will meet the needs and expenses of all involved. These alternatives may include allowing vehicles to be parked at other Company locations.

John F. Tiberi

May 1, 2005

ARTICLE III, SECTION F

This agreement supercedes the previous agreement by the same title dated May 1, 1987.

Shift Schedules

1. 8-1/2 hour shifts

- 8:00 a.m. to 4:30 p.m.
- 4:00 p.m. to 12:30 a.m.
- 12:00 midnight to 8:30 a.m.

a. Any combination of two (2) of the three shifts outlined above will meet the "two or more shifts" requirement of Article III, Section F.

2. 9-1/2 hour shifts

Shift Hours

Meal Period

- | | |
|------------------------|--------------------------|
| 6:30 a.m. to 4:00 p.m. | 11:00 a.m. to 11:30 a.m. |
| 4:00 p.m. to 1:30 a.m. | 9:00 p.m. to 9:30 p.m. |

a. On schedules where the regularly scheduled basic workday extends beyond midnight, payment shall be at straight time rates for time worked during the five regularly scheduled basic workdays of the basic five-day workweek. Work performed on the first or second day of rest outside the scheduled basic workday shall be paid for at the applicable overtime rate on a calendar-day basis.

b. The straight time portion of these 9-1/2 hour shifts are as follows:

- 7:30 a.m. to 4:00 p.m.
- 4:00 p.m. to 12:30 a.m.

Administration

1. Records

a. The Company will keep a permanent record of the number of nights worked under the III-F schedules. Nights will mean the first shift, 12:01 a.m. - 8:30 a.m. and the third shift, 4:00 p.m. - 12:30 a.m. This will include all nights, in and out of their home stations. The record will be posted in an appropriate place and revised periodically to keep the record reasonably current.

b. It will be the general practice to rotate employees, working on III-F shifts, every two weeks on jobs which run three or more weeks in duration.

c. The Company will post a list of those employees who are assigned to III-F schedules.

2. Overtime

a. 8-1/2 hour and 9-1/2 hour shifts for III-F assignments are part of the negotiated agreement and all employees assigned to these shifts will be expected to work the straight and the overtime part of the shifts, including sixth and seventh day, without discrimination. Consideration will be given to an employee's request to be excused.

b. Overtime not a part of the III-F schedules, will normally be offered first to the home generating station maintenance groups.

c. All overtime hours will be added to the overtime lists at each generating station after the unit is returned to service.

d. Employees notified to report for work under the provisions of Article III, Section F while away from work outside the hours of their regular basic workday, will during the first period of their new assignment, be considered as working under the call-out provisions of the Agreement.

e. Holidays shall not be counted as one of the first two days for which employees are paid the applicable overtime rate for hours worked outside of their former regularly scheduled work hours.

3. Work to be Covered on Day Shift

Work permitted under Article III, Section F will normally be covered on the day shift. However, departures from a planned schedule may be necessary as a result of safety considerations or other conditions.

4. Work on Equipment that Causes an Alternative Fuel to be Burned

When equipment failure occurs that does not meet the criteria for a change in schedule under Article III, Section F of the Agreement and due to this equipment failure, a unit must run on an alternative fuel or a mixture of fuels, the regularly scheduled work hours within the basic 5-day workweek of an employee may be changed to carry on maintenance work for two or more shifts per day for a minimum of one week. When employee's scheduled work hours are so changed, they shall be paid the applicable overtime rate for all hours worked outside of their former regularly scheduled work hours on the first three regularly scheduled workdays within the basic 5-day workweek on which they work. Holidays shall not be counted as one of the first three days for which employees are paid the applicable overtime rate for

hours worked outside of their former regularly scheduled work hours.

John F Tiberi

May 1, 2005

SYSTEM MAINTENANCE PSEG-POWER

During negotiation of the Agreement effective May 1, 1989, it was agreed to establish a System Maintenance Division. The purpose of this division is to provide a trained mobile work force to perform work in any PSEG Power facility. Employees can also be assigned to any PSEG location within the State of New Jersey, and within the jurisdiction of the IBEW Local Union 94. Assignments outside the jurisdiction of the IBEW Local Union 94 and/or at non-PSEG locations will be performed only with the concurrence of the Business Manager.

The following has been agreed to:

1. Initial staffing will consist of SMD - Boiler Repair Mechanics and SMD - Machinists, and will be accomplished through an open bid at all fossil generating stations. Senior qualified applicants will be selected to fill the initial manning requirements. Qualified junior applicants that System Maintenance is temporarily unable to accommodate or that the station is temporarily unable to release will be "paper transferred". They shall thereby receive the appropriate common seniority date at System Maintenance and be allowed to progress through their chosen discipline (Paragraph 4) while awaiting transfer.

The Company will agree to establish a North and Southern workforce. The Company will determine the

staffing levels in each area. If sufficient interest exists, the Company will provide for a minimum of 35 employees each in the North and South areas. The North workforce will normally work in the northern area but may be assigned to the Southern area. The South workforce will normally work in the Southern area but may be assigned to the Northern area.

Qualified individuals will have the opportunity to bid for these workforces. Preference will be given to existing SMD personnel and then to all others on the basis of Company service.

2. Employees in this division will receive Company provided and productive on-the-job training, and progression to the top step of their classifications will be uninterrupted. Training may be provided at the work location or at Company or non-Company training facilities.

3. Applicants must have successfully completed the related portion of the pre-employment test.

4. Upon entering the division, employees must immediately select a discipline (i.e. SMD - Boiler Repair Mechanic, SMD - Machinist).

5. This division will be utilized to perform maintenance or capital work before assigning employees between stations. Should additional personnel be required, Mobile Maintenance will be utilized. System Maintenance personnel may work either separately or in conjunction with station personnel.

6. Employees of this division shall be considered non-shift and the provisions of Article III, Section E shall apply. The provisions of Article III, Section F will be applicable.

7. A travel allowance will be paid in accordance with the Travel Allowance letter. Employees will remote report to any Company facility.

8. A System Maintenance employee who has already reported for work who is required to go to another location within their designated zone will be paid the appropriate travel allowance to the second location. When their second assignment is outside of their designated zone, they shall receive only one travel allowance for the day, which would be the greater of the two travel allowances. There will be no more than one reassignment on any day.

9. The System Maintenance Headquarters will be the administrative headquarters for these employees. No travel allowance will be paid for assignments to System Maintenance Headquarters.

10. Employees transferring to System Maintenance shall retain their IV K and IV L rights for return to their former station.

After a period of 24 months, employees who have transferred to System Maintenance shall retain all contractual rights for return to their former location, except that employees from that location will be given preference for vacancies filled under the provisions of Article IV-F. In addition, those transferred from that location in the past 24 months will have the right to bid for their former position or any position that cannot be filled from within the location.

Should it become necessary to lay off employees at any fossil generating station, Article IV L shall be applied, and those employees thereby identified to be laid off shall have the opportunity to exercise their service and

qualifications in displacing junior employees at System Maintenance whose work they are reasonably qualified to perform. In all cases the determination of qualifications shall be made by the Company and such determination shall not be subject to the provisions of Article IX.

11. On April 1 and October 1 of each year the Manager of each Generating Station will post a notice for ten calendar days requesting applications from employees who desire transfer to this division. Vacancies will be filled in accordance with Article IV, Section F.

12. During the period of the Agreement, it was agreed that the size of this group would not exceed 185 employees without prior discussion with the union.

13. Should additional classifications be added to this division, initial and subsequent staffing will be as outlined above for SMD - Machinist and SMD - Boiler Repair Mechanic.

14. On assignments outside of PSEG Power that would not normally be performed by IBEW Local 94 and would otherwise be performed by non-PSEG employees, the regularly scheduled hours of work in the basic 5 day workweek may be changed consistent with Letter -19 or SMD hours of work.

15. Employees who are assigned to work at PSEG locations outside of PSEG Power may be upgraded to Chief positions for workload without limit. The hours of upgrade to Chief for workload will not be counted towards the 528 hour rule for creating permanent Chief positions.

16. The Company, prior to the beginning of each year, will review the annual business plan for performing work

at Company locations outside of PSEG Power and within the jurisdiction of the IBEW Local Union 94 with the Business Manager or his designee. The Company will continuously monitor the need to create permanent Chief positions if the work in other Company locations increases.

17. Chief Maintenance Mechanic (2601) positions will be posted specifically by classification. The targeted classification will be indicated on the posting.

John F. Tiberi

**LIST OF LETTERS
FROM THE COMPANY TO THE IBEW LOCAL 94**

ELECTRIC DELIVERY

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237	May 2, 1967	Work in Substations and Switching Stations
237	March 15, 1974	Surplus Manpower Electric Distribution Department
239	May 1, 1977	Surplus Manpower – Electric Transmission and Distribution Department
239	May 1, 1980	13kV Bare Wire
240	May 1, 1984	Electric Transmission and Distribution Department Pre- Employment Tests
241	May 1, 1989	Electric Dispatcher Supervisory Control System
244	May 1, 1989	Buried Underground Distribution
246	May 1, 1989	Training Lineman/Linewoman Classifications

**LIST OF LETTERS
FROM THE COMPANY TO THE IBEW LOCAL 94**

ELECTRIC DELIVERY

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247	May 1, 1989	Automatic Progression - Distribution Systems Department
248	May 1, 1989	Helicopter Patrol of Transmission Lines
249	May 1, 1992	Service Dispatcher
251	May 1, 1992	Testing, Training and Pay Progression - Service Dispatcher Occupational Group
253	April 14, 1994	Apprentice Program – Distribution and Transmission Departments
259	May 1, 1996	Troubleshooters Working on Energized 13-kV Distribution
261	May 1, 1996	Overhead Line Construction Work Operation of Chief Teams and Chief Gangs

**LIST OF LETTERS
FROM THE COMPANY TO THE IBEW LOCAL 94**

ELECTRIC DELIVERY

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265	May 1, 1996	Live Line Maintenance of Transmission Voltages up to and Including 500-kV
273	March 25, 1997	Crossover Work Between Electric and Gas Personnel
275	May 26, 1999	Outside Hiring of Trouble Shooter
276	June 10, 1999	Hiring of Qualified Automotive Mechanics
277	Sept. 7, 2001	Temporary Use of Line Assistant Classification in Filling Apprentice Lineman/Linewoman Positions – Electric Distribution
278	Feb. 6, 2002	Adjunct Instructor – Delivery Business

**LIST OF LETTERS
FROM THE COMPANY TO THE IBEW LOCAL 94**

ELECTRIC DELIVERY

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280	April 22, 2002	Letter of Understanding Between PSE&G, U.A. Local 855, IBEW Local 94 and OPEIU Local 153 – Implementation of Synergy Markout Work
282	July 16, 2002	Home Based Reporting
285	Oct. 1, 2002	Letter of Understanding Between PSE&G, U.A. Local 855, IBEW Local 94 and OPEIU Local 153 – Continuation of Synergy Markout Work
288	May 1, 2005	Working for Another Utility Under EEI Mutual Assistance Program - Electric Distribution Systems Department
292	May 1, 2005	Driving and Towing Electric Distribution Department

**LIST OF LETTERS
FROM THE COMPANY TO THE IBEW LOCAL 94**

ELECTRIC DELIVERY

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295	May 1, 2005	Remote Reporting of Electric Distribution Personnel
298	May 1, 2005	Seasonal Support
300	May 1, 2005	Mobile Crane Operator Position
301	May 1, 2005	Transmission Agreements Reached During 2005 Negotiations
303	May 1, 2005	Transmission Project Work
304	May 1, 2005	Remote Reporting of Tower Group Personnel
306	May 1, 2005	Transformer Oil Filtering Letter
308	May 1, 2005	Standby and Overtime – Electric Distribution
317	Sept. 14, 2005	Emergency Restoration Work by Distribution Personnel

**LIST OF LETTERS
FROM THE COMPANY TO THE IBEW LOCAL 94**

ELECTRIC DELIVERY

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320	Sept.14, 2005	Re-closing Relays
321	Sept.16, 2005	Construction, Operation, and Maintenance of Overhead Distribution Plant (13kV Work Practices and Procedures)
328	Oct. 11, 2005	Southern Division – Relay Department

May 2, 1967

**WORK IN SUBSTATIONS
AND SWITCHING STATIONS**

Confirming discussion during negotiation of the Agreement between the parties, effective May 2, 1967, it was agreed that when 5 or more employees are working together on a job in the vicinity of energized electrical equipment in substations or switching stations, a Chief Substation Mechanic or higher supervision will be present.

Also, where 5 or more employees are working together on electrical or mechanical maintenance of substation equipment requiring the use of the higher skills of the occupational group, a Chief Substation Mechanic or higher supervision will be present.

D. C. Allen

March 15, 1974

**SURPLUS MANPOWER
ELECTRIC DISTRIBUTION DEPARTMENT**

This confirms discussion of this matter at meetings of February 22 and March 6, 1974.

Customer response to appeals for conservation during the present "energy crisis" has severely reduced electric demand and energy output to the extent that there is almost no expansion of our distribution facilities required during the forthcoming year. This has created a serious manpower surplus in the overhead line classifications. It is hoped this may be a temporary problem with a return to normal load growth in the 1975-76 period.

Accordingly, the Company has decided to retain surplus employees insofar as practical where they can be

utilized to perform other work which must be done, recognizing that some of the work would be outside their regular classification. In essence, work would be performed for which they are qualified or can acquire the necessary expertise but not above the level of skill of their job specification with respect to Grade 1, Grade 2, or Helper levels. This conforms with the principle outlined in the Preamble to the Job Specifications.

Types of work contemplated to be performed by overhead line personnel during this approximate one-year period include:

1. Supplementing tower crews on tower construction work.
2. Performing various types of substation construction work.
3. Linemen acting as Truck Drivers.
4. Performing or assisting in work normally performed by underground personnel.
5. Performing custodial and landscaping maintenance work.
6. Filling vacancies in other departments.

It must be emphasized that we are not establishing in any way a "make work" situation. We are planning to use surplus manpower on jobs that are presently determined to be needed and required. Our projections will be under continuing review. Should it appear our normal load growth patterns are not returning or there is no significant improvement in Company earnings, it may

become necessary to curtail forces at any time in the future.

G. H. Barnstorf

May 1, 1977

SURPLUS MANPOWER

**ELECTRIC TRANSMISSION AND
DISTRIBUTION DEPARTMENT**

During negotiations of the Agreement between the Company and the Union, effective May 1, 1977, discussion was held concerning the letter to the IBEW Local 94 entitled, "Surplus Manpower, Electric Distribution Department" dated March 15, 1974.

Reduced load demands and resulting reduction in workload still exist. Therefore, agreement was reached to continue its provisions during the term of this Agreement.

W. K. Huggler

May 1, 1980

13kV BARE WIRE

During negotiations of the Agreement effective May 1, 1980, an understanding was reached regarding 13 kV bare wire construction. This understanding supersedes and cancels the letter to the IBEW Local 94 on this subject dated May 1, 1977, and continues the use of 13 kV bare wire as an acceptable standard in all divisions. The following conditions and work practices were agreed to:

1. Any work involving the direct handling of energized 13 kV bare wire will be from aerial lifts with two qualified employees in the working position.
2. Line and equipment taps will be insulated wire.
3. Multi-circuit longitudinal occupancy of a pole line shall be restricted to one bare wire circuit.
4. All emergency work performed by a Troubleshooter, with the exception of cutting clear, will be done from aerial lift devices with two qualified employees in the working position.

M. C. Sawhill

May 1, 1984

**ELECTRIC TRANSMISSION AND
DISTRIBUTION DEPARTMENT
PRE-EMPLOYMENT TESTS**

A series of validated pre-employment tests are being used to select applicants for employment in the Electric Transmission and Distribution Department. These tests predict the probability of applicants being able to successfully perform the work in the Line, Underground, Automotive, Relay Technician, Equipment Operator, Substation Mechanic, Substation Operator and Meter Technician occupational groups.

1. **Hiring:** Employees may be hired into the Electric Transmission and Distribution Department after having passed one or more portions of the pre-employment test battery. Such employees will be eligible for hiring into any occupational group, except those for which they failed the test.

2. **Transfers:** Employees may transfer into any occupational group except those for which they failed the test. Employees desiring to transfer into an occupational group for which they failed the first test attempt, may apply to retake the test. They will be provided with study material relevant to the test. Should they fail the second attempt, they must wait at least one year and show acceptable proof of formal training that will enhance the expectations that they will pass the retest.

3. **Exception:** Employees hired prior to May 1, 1980, will not be required to qualify through the pre-employment test procedure for transfer to any occupational group. In addition, those hired between May 1, 1980 and May 1, 1983 will be required to take only the Line, Underground and Automotive occupational group tests.

4. **Test Results:** The Union and the employee will be notified in writing of any resulting restrictions.

The development of additional validated tests for other occupational groups is underway. When completed, this letter will be applicable to them following negotiation with the Union.

M. C. Sawhill

May 1, 1989

**ELECTRIC DISPATCHER
SUPERVISORY CONTROL SYSTEM**

Following the system shutdown of June 5, 1967, our investigating committee recommended measures for system security, which considered not only the immediate problem but also future requirements commensurate with projected system growth. The basic

concept in their report and recommendations was a recognition of the absolute requirement of centralized, computerized monitoring analysis and control. It was becoming increasingly evident that the complexity of system operation was introducing too many variables to permit an Electric Dispatcher to make and effectuate the rapid decisions required to insure system stability and reliability, to provide for correct Mw and Mvar load flows, and maintain proper voltage regulation.

The committee recommendations were presented as a long-range plan to be effectuated in accordance with a schedule of priorities related to actual system growth. Among other considerations, they recommend separating bulk power control and operation from sub-transmission operation to relieve Electric Dispatchers of this dual responsibility. This separation of functions has already been accomplished.

Computerization of both bulk power and sub-transmission systems will undoubtedly ultimately be required. However, the more immediate need for such sophistication is with the bulk power system because of the added complexities introduced by our inter-ties with other members of the rapidly expanding PJM system, the stronger ties being installed to neighboring power pools, and the greater magnitude of the effect of bulk system failures.

Computerized monitoring and analysis were established at the Electric Dispatching Center approximately five years ago by providing telemetered input data from generating and switching stations. This might be considered to be the first stage in the ultimate development of a fully computerized operation. System growth has advanced to the point that effective, rapid control of the bulk power system is now essential to provide protection against major shutdowns in the event

of sudden loss of major components either in our own or neighboring companies' areas.

To accomplish this purpose, remote control facilities have been installed at generating stations, switching stations, and certain substations. This program has taken several years to complete.

This control system is designed to avoid or limit system disturbances which might otherwise occur as a result of time-consuming decision making or telephone communications before results can be accomplished. Similarly, in the event of a partial or major system shutdown, this control system will permit rapid restoration of lines to provide cranking power at generating stations and also subsequent restoration of major components of the bulk power system as generation capacity becomes available.

This system will permit the Electric Dispatcher to remotely operate bulk power circuit breakers and disconnect switches, change taps on 500/230 and 230/138 kV transformers and control 138 and 230 kV phase angle regulators. Telemetry of voltages, megawatts, megavars, and other quantities will remain the same as is now being done by the existing equipment at the Electric Dispatching Center.

The Electric Dispatcher will operate the circuit breakers, unit load, voltage control, gas turbines and certain transformer and line disconnect switches through the use of the computer. Such operations shall not affect clearing and tagging procedures prescribed or the performance of physical work required to make repairs. The Electric Dispatcher will use these control facilities for routine operations. However, normally a Substation Operator is required to open or close manually operated devices and install the necessary safety tags.

The operation of the transformer load tap-changers and the phase angle regulators is an essential part of the Electric Dispatcher's system control to provide close rapid adherence to voltage schedules and maintain correct power and reactive flow within the Public Service and other PJM companies, and between PJM and other power pools. These controls will become automatic operations directed by the computer in the future.

The operation of the supervisory control system as outlined above will not affect the Normal Work Force requirement for either Distribution or Production Departments.

C. E. McAdams

May 1, 1989

BURIED UNDERGROUND DISTRIBUTION

Confirming discussion during negotiation of the Agreement between the parties effective May 1, 1969, this letter supersedes and cancels letter on this subject dated May 2, 1967, in which it was agreed to temporarily defer further discussion relating to the use of overhead personnel for work in buried underground distribution until, following a reasonable trial period, a better mutual understanding of work methods and procedures, the level of skills required, and the installation and operating problems in this new field could be obtained. Experience obtained during this two-year period provides a basis for the determination of practical work methods and procedures and the level of skills required. This revision of the letter of May 2, 1967 is based on this experience.

Buried underground distribution is a system in which the conductors are directly buried in trenches. Incidental conduit or pre-conduitized cable may be used under paved areas or in backyards.

Buried underground distribution differs from a conventional underground system in that it does not utilize manholes and vaults interconnected by concrete encased conduit and the conductors do not require the customary wiping and taping skills in making splices and terminations. Equipment is installed in enclosures rather than in manholes.

Work in conventional underground systems and where lead sheathed cable is used and work in isolated commercial and industrial installations will be performed by the underground group. Work in buried underground distribution installations will generally be performed by the underground group. Overhead personnel may be used for BUD work in accordance with the Agreement. It is further understood that overhead personnel may be used for other work in BUD if the work volume exceeds the capability of the underground group. When overhead personnel are assigned to BUD work, they will work as a member of a Chief Lineman/Linewoman or Supervisor operated crew.

Joint use of facilities in buried underground distribution is covered by an Agreement with N.J.B.T. Co. similar to that presently covering our operations in the use of joint poles. (This includes municipal and CATV facilities subject to installation, maintenance and operating control under the jurisdiction of the sponsoring utility.) Other utilities may be included in joint trench occupancy in the future.

We plan to make every reasonable effort to have the trenching work, which is under the sponsorship of Public

Service performed by our forces. However, where the scope of the work is beyond our normal capability or where scheduling problems exist, such work will be assigned to contractors.

C.E. McAdams

May 1, 1989

**TRAINING LINEMAN/LINEWOMAN
CLASSIFICATIONS**

This letter supersedes the letter on the same subject dated March 4, 1983. "Linemen/Linewomen in Training" (Apprentice through all steps of Grade 2) may be assigned as additional employees to any Chief directed worked unit for purposes of training with the understanding that the "Linemen/Linewomen in Training" will perform only that work for which their current pay step qualifies them.

It is further understood that an apprentice Lineman/Linewoman will not be assigned to replace a Lineman/Linewoman - Grade 1 for work on any energized circuits built to 13-kV standards.

The above understanding does not change in any way previously agreed upon work rules that permit an Apprentice or Grade 2 to be assigned as a member of a Chief Team or Chief Gang for certain types of work or the Company's right to assign additional employees to these work units.

C.E. McAdams

May 1, 1989

AUTOMATIC PROGRESSION

DISTRIBUTION SYSTEMS DEPARTMENT

During negotiation of the Agreement between the Company and the Union effective May 1, 1989, it was agreed that incumbent employees in the occupational groups listed below will be permitted to progress automatically to the top pay step of the "Grade 1" classification. During this progression, employees will be given a reasonable qualifying period to meet the job requirements. Those failing to meet these requirements will be returned to the classification they held as of April 30, 1989, and will resume the pay and seniority they would have been entitled to had they not left this classification, and will progress only to its top pay step. After at least one year, one request for further progression in their occupational group will be considered, provided the employee furnishes acceptable proof of training that should enhance the expectation of meeting the higher job requirements.

Existing "Grade 1" and "Grade 2" employees qualified for automatic progression will assume the generic title for their respective occupational groups. References to the "Grade 1" and "Grade 2" classifications will be retained only so as to define those pay steps and duties pertaining to employees unable or unwilling to progress automatically.

Automotive Mechanic
Automotive Shop Mechanic
Equipment Operator
Meter Technician*
Miscellaneous Mechanic
Relay Technician
Substation Mechanic

*Wiring Inspectors - Grade 1 and Grade 2, as well as all Meter Technicians will progress to the top pay step of Meter Technician - Grade 1 in accordance with the above terms. The Meter Technician - Special classifications as well as the Wiring Inspection classifications will be deleted when there are no longer employees there.

C.E. McAdams

May 1, 1989

**HELICOPTER PATROL OF
TRANSMISSION LINES**

This letter supersedes the letter on the same subject dated July 20, 1970 and confirms discussion between the parties resulting in the understanding that the Tower Inspector's duty to patrol transmission lines includes patrol by helicopter piloted by others as well as the presently employed vehicular and foot patrols. No reduction in the manpower of the several Tower Inspector groups is anticipated as a result of this practice. Neither will the use of this method eliminate the use of foot patrols or climbing inspections.

The following general rules shall be observed in making helicopter patrols.

1. Transportation shall be furnished to the Tower Inspectors to and from the approved helicopter landing points if remote from their reporting location.
2. In circuit lockout emergencies the Tower Inspectors beginning the patrol will continue until either they have located the trouble or have completed the patrol of the entire locked-out line or lines.

3. Routine helicopter patrols will not be made in adverse flying weather or at night.
4. Only in extreme emergencies will any helicopter patrols be made in other weather or lighting conditions than those in which routine patrols would be conducted.
5. Only experienced pilots with companies having experience in this type of work will be employed.
6. The flying position of the helicopter with respect to the line will be such that any descent will not be in conflict with the line or lines adjacent to that being patrolled.
7. When Tower Inspectors are unavailable for duty when a patrol is required Towermen/Towerwomen - Grade 1 shall be used.
8. Employees shall not be required to fly a patrol if they have previously notified the Company that they have a personal objection to flying in a helicopter.

C.E. McAdams

May 1, 1992

SERVICE DISPATCHER

This letter supersedes the letter on this subject dated 5/1/71.

GENERAL

The responsibility for the operation of the subtransmission plant is assigned to the Division Operations Supervisor, under whose supervision operating details will be handled by Service Dispatchers.

DIVISION OF RESPONSIBILITY

The Electric System Operations Group will continue to be responsible for all aspects of generation and for the operation of the transmission system (138kV and above). In addition, they will be responsible for system voltage control and for the determination of outages of subtransmission facilities which are operating in parallel with the transmission system. As at present, the System Operator will give all switching orders for facilities at generating stations to generation personnel, and orders for transmission facilities at other locations to Division operating personnel.

In general, the operation of all other facilities will be the responsibility of the Service Dispatching Group. In order to avoid any element of doubt as to responsibility, all lines or equipment under the jurisdiction of the System Operator, whether for operation, control, or authority for outage approval, will be established in writing by line or equipment designations.

OPERATIONS

All Service Dispatching operations will be conducted with at least two Dispatchers on each shift. At least one will be a Service Dispatcher. The other will normally be a Service Dispatcher or an Apprentice Service Dispatcher who may perform only those functions for which he/she has successfully completed formalized training.

Relief dispatchers from outside the dispatchers' group may not be used when the dispatchers' "available work force" exceeds 60 per cent of the dispatchers' normal work force. In the event that absence relief is required, the relief dispatchers, acting as Apprentice Service Dispatchers, must meet the entering qualifications for

Apprentice Service Dispatcher, and may perform only those functions for which they have successfully completed formalized training.

Note: The "available work force" includes Service Dispatchers and Apprentice Service Dispatchers on their first or second day off, and excludes dispatchers who are absent for vacation, illness, training or other reasons.

REMOTE CONTROL OPERATIONS

It is understood that the operation of the supervisory control and data acquisition equipment will not lead to the curtailment or layoff of Substation Operators or Troubleshooters.

C. E. McAdams

May 1, 1992

TESTING, TRAINING, AND PAY PROGRESSION SERVICE DISPATCHER OCCUPATIONAL GROUP

Confirming discussion during negotiation of the Agreement between the Company and the Union, effective May 1, 1992, the following outlines the testing, training, and pay progression for the Service Dispatcher occupational group.

TESTING

The Service Dispatcher Selection Test Battery will be used to select applicants for the Apprentice Service Dispatcher classification. Applicants who have successfully passed this battery will be selected for transfer to the Apprentice Service Dispatcher classification in accordance with Article IV-E-2(c).

Employees who have taken and passed the test battery within a two-year period prior to the date of the posting will not be required to repeat the battery. Employees who fail on their first attempt may apply to retake the test at the time of a subsequent posting, provided at least six months have passed from the date of the first test. Should they fail the second attempt, they must wait at least six months from the date of the second test for a subsequent posting and show acceptable proof of formal training that will enhance the expectation that they will pass the retest. A third failure will preclude any further testing.

Relief Dispatchers, selected from outside the Service Dispatcher occupational group who have passed the test and subsequently accumulated 1040 hours acting as an Apprentice Service Dispatcher, will not be required to retake the test.

TRAINING

Apprentice Service Dispatchers will receive training in accordance with the "Apprentice Program Distribution and Transmission Department" letter, dated May 1, 1989, and will perform work consistent with successfully completed formalized training courses. After completing Fundamentals of Electricity - DC/AC, System Orientation, and Basic Service Dispatching courses, the Apprentice Service Dispatcher may be assigned as the second person on a shift. The joint training committee will review the formalized training program of Apprentice Service Dispatchers.

PAY PROGRESSION

Service Dispatcher prior to May 1, 1992

1. Those in Step Q for six months or more will move to Step R on May 1, 1992 and progress to Step S in six months.

2. Those having less than six months in Step Q or at a lower step will continue their wage progression and advance through the new schedule.

3. Those in Step N will move to Step O on May 1, 1992 and remain in Step O for six months. Thereafter, they will continue their wage progression and advance through the new schedule.

Apprentice Service Dispatcher prior to May 1, 1992

1. Those in Step J will move to Step K on May 1, 1992 and will remain in Step K for six months. Thereafter, they will continue their wage progression and advance through the new schedule. When they reach a total of 24 months as an Apprentice Service Dispatcher, provided they have successfully completed the Apprentice Service Dispatcher program, they will immediately advance to Step O and progress through the schedule of Service Dispatcher.

C.E. Mc Adams

April 14, 1994

APPRENTICE PROGRAM

DISTRIBUTION AND TRANSMISSION

DEPARTMENTS

During negotiation of the Agreement between the parties effective May 2, 1967, it was agreed to establish an apprentice program. Aspects of this program were subsequently modified and superseded. The terms of the current agreement follow. The details and

administration of this program are outlined on the attached summary.

APPRENTICE PROGRAM

Job Classifications Covered by the Apprentice Program

Apprentice Lineman/Linewoman
*Apprentice Automotive Shop Mechanic
Apprentice Relay Technician
Apprentice Equipment Operator
Apprentice Substation Operator
*Apprentice Underground Technician
Apprentice Substation Mechanic
Apprentice Towerman/Towerwoman
Apprentice Meter Technician
**Apprentice Service Dispatcher
*Apprentice Automotive Mechanic

The above apprentice job classifications will be filled as the need arises in accordance with Article IV-F 2(a) of the Agreement, except for those marked with a single asterisk, which will be filled in accordance with Article IV-E 1(a), and that marked with a double asterisk, which will be filled in accordance with Article IV-E 2(c). In any case, if no qualified applicants are available, the jobs will be filled by hiring directly into the classification.

Qualifications

The qualifications for the apprentice classifications are described in the respective job specifications and in the letter to the IBEW Local 94 titled "Distribution Systems Department Pre-Employment Tests."

Training

The training time will be twenty-four months for all apprentice classifications. The major portion of the training will be on the job. This will be supplemented with the formalized training listed below. All training must be successfully completed in the twenty-four month period. Apprentices who enter their classification through a posting under Article IV-E-1(a) or IV-F-2(a) and fail to attain the passing grade of 70% in a required portion of their training shall be treated as follows:

Employees shall be offered a second opportunity to take academic courses on their own time. In order to continue normal progression in training and wages, the Training Center staff will enroll the individual in an evening program immediately, if practical, or provide the employee with a self-study program and a date to take the course equivalency examination.

The exception to this process would be an employee who fails Direct Current. This employee will be required to take both Direct and Alternating Current consecutively, on their own time. The Direct Current failure will be addressed using the above process, and Alternating Current will be offered at the Training Center as a self-study "proctored" course.

Employees who elect not to retake an academic course or fail to pass the course a second time, or employees who fail a skills course (e.g., Cable Splicing, Watthour Metering or Line School) or employees who fail a field "On the Job Certification" will be returned to their former classification or terminated if directly hired, after discussion or notification, as appropriate, with the Union.

Subsequent requests by employees who were returned to their former positions for transfer to the same

apprentice classification will be rejected except in unusual circumstances such as failure to complete the program due to extended illness or serious injury.

Programs will be developed or revised as determined to be necessary. Matters pertaining to course content, duration and standards of achievement will be discussed with the Union before becoming effective.

Employees who have taken and passed course(s) required by the job specifications more than two years prior to the date they enter the apprentice classification will be given an approved equivalency test. Those who fail the equivalency test, and all others, will be required to take and pass the required course(s) to satisfy their apprentice programs. Those who have taken and passed the course(s) within the above two-year period will not be required to repeat them. Employees who have had training relevant to a particular course may also be given the approved equivalency test.

Formal evaluations consisting of written and/or practical tests will be given at the conclusion of each formal training phase in each apprentice program.

Duration of Division assignments and sequence of courses in each apprentice program may vary dependent upon class scheduling.

APPRENTICE PROGRAMS - TRAINING SCHEDULE
(Number of Weeks by Occupational Group)

TRAINING REQUIREMENT	AUTO MECH	SUBS MECH	RELAY TECH	LINEMAN/ LINEWOMAN	UNDG TECH	SUBT OPER	EQUIP OPER	METER TECH	TOWERMAN/ TOWERWOMAN	SERVICE DISPATCHER
DIVISION FIELD WORK	23	5	10	49	11	10	8	11	40	58
- APPRENTICE TRAINING-III	2									
4-13KV CONTROL TROUBLESHOOTING BREAKERS/DISCONNECTS 4/13 KV		1 3								
BASIC RELAYING - 13 KV & RECLOSERS			3							
LINE SCHOOL - 4/13 KV				3						
NETWORK SCHOOL					2					
SUBTR. & TRANSMISSION SWITCHING						3				3
EQUIPMENT OPERATOR FUNDAMENTALS II								2		
POLYPHASE METERING								2		
DIVISION FIELD WORK	44	34	20	76	5	20	30	25		10
- ADVANCED SUBST. MECHANIC TRAINING		4								
FUNDAMENTALS OF ELECTRONICS			1							
MOBILE EQUIPMENT OPERATION				1						
ADVANCED CABLE SPLICING				2						
ABNORMAL OPERATIONS					2					2
HYDRAULIC CRANES						1				
TRANSFORMER RATED METERING									2	
DIVISION FIELD WORK		29	10		32	20	36	25		
- ADVANCED RELAYING			4							
FAULT LOCATING & SPECIAL SPLICING					1					
ADVANCED METERING								2		
DIVISION FIELD WORK					28			12		

APPRENTICE PROGRAMS - TRAINING SCHEDULE
(Number of Weeks by Occupational Group)

TRAINING REQUIREMENT	AUTO MECH	SUBS MECH	RELAY TECH	LINEMAN/ LINEWOMAN	UNDG TECH	SUBT OPER	EQUIP OPER	METER TECH	TOWERMAN/ TOWERWOMAN	SERVICE DISPATCHER
- FINAL REVIEW		1	1	1	1	1	2	1	1	1
DIVISION FIELD WORK		5	33		9	24	10	10	35	10
TOTAL WEEKS	104	104	104	156	104	104	104	104	104	104
TOTAL WEEKS-FORMALIZED	10	21	21	12	14	15	8	12	5	17

**RATES AND PROGRESSION TO BE USED
FOR PROMOTION TO APPRENTICE**

A. FROM SAME OCCUPATIONAL GROUP

1. If at Step C, or above, transfers to Apprentice at their present rate, remains for 6 months then progresses at 6 month intervals through the appropriate pay steps. The title "Apprentice" will be carried for the full 24 month period regardless of what pay step the employee is in.

2. If below Step C, transfers to Apprentice at Step C, remains for 6 months then progresses at 6 month intervals to Step F.

B. FROM DIFFERENT OCCUPATIONAL GROUP

1. Transfers to Apprentice at Step C, regardless of present rate, remains for 6 months then progresses at 6 month intervals.

Employees hired or transferred into an apprentice classification are not eligible for transfer within their division during their enrollment in the apprentice program nor during the 24 month period following the successful completion of the apprentice program.

R. N. Turken

May 1, 1996

**TROUBLESHOOTERS WORKING
ON ENERGIZED 13-kV DISTRIBUTION**

This letter confirms the understanding reached during negotiations of the Agreement between the Company

and the Union effective May 1, 1996 and supersedes the letter of the same title dated May 1, 1992.

A Troubleshooter may be assigned to perform alone the types of work listed below.

1. With rubber gloves, protectors, and sleeves, using approved insulating tools while spurred into pole:
 - a. The replacement of lateral, transformer, and sectionalizing fuses. Under storm conditions, a second fuse operation of a single phase open-type cutout, on a branch circuit, will require an additional Troubleshooter.
 - b. The operation of disconnect switches.
 - c. The replacement or removal of lateral taps and transformer taps on open wire.
 - d. The cutting clear of broken conductors.
2. With rubber gloves, protectors, and sleeves while spurred into pole:
 - a. The installation and removal of rubber protective equipment provided the conductors have spacer cable type insulation.
3. With rubber gloves, protectors, and sleeves, utilizing an insulated aerial lift device:
 - a. Install and remove de-energized taps from open type switches and cutouts.
 - b. Install and remove spacers.

When Troubleshooters are assigned work that requires two qualified employees in the work position, they shall be assigned two aerial lift devices equipped with aerial radio communication.

Other work assigned to Troubleshooters shall be performed in accordance with conditions outlined in "Construction, Operation, and Maintenance of Overhead Distribution Plant (13-kV Work Practices and Procedures)."

Robert N. Turken

May 1, 1996

OVERHEAD LINE

CONSTRUCTION WORK

OPERATION OF CHIEF TEAMS

AND CHIEF GANGS

This letter confirms agreement reached during negotiations of the Agreement between the Company and The Union, effective May 1, 1996 on the operation of Chief Teams and Chief Gangs in the Overhead E & C Department.

Chief Teams may be composed of a Chief Lineman/Linewoman together with another employee of the Lineman/Linewoman occupational group or an employee of the Equipment Operator group.

Chief Gangs shall be composed of a Chief Lineman/Linewoman and two Linemen/Linewomen - Grade 1.

A Chief Team or Chief Gang may be assigned in combination with another Chief Team, or Chief Gang. When such units are combined, they shall be under the

direction of the senior Chief Lineman/Linewoman with a rate of pay outlined in the Agreement.

When required, a Chief Team or Gang may be supplemented with appropriate equipment and additional employees of the Lineman/Linewoman or Equipment Operator occupational groups, except that the number of employees in a Team may not exceed four and in a Gang may not exceed five.

Types of Work Assignable to Chief Teams and Chief Gangs

1. A Chief Team that includes a Lineman/Linewoman - Grade 2 or an Apprentice Lineman/Linewoman or an employee of the Equipment Operator occupational group may be assigned all work other than primary and subtransmission, which is within the Team's physical limitations and not within reach of 13 kV. When the Team includes an Equipment Operator or a Lineman/Linewoman - Grade 1 it may also be assigned work involving pole setting/digging in the installation, replacement, relocation, straightening and removal of poles not over 45 feet in length and not including spot replacements.

2. A Chief Team that includes a Lineman/Linewoman - Grade 1* may be assigned all work within the Team's physical limitations subject to the following restrictions.

a. No installation, removal of conductors crossing heavy traffic streets.

b. Installation or replacement of multiphase primary is limited to 3 sections of 2/0 A1, electrical equivalent where no energized primary is present; these conductor may be dead-ended on a pole carrying energized primary.**

c. No installation or removal of banks of transformers where energized primary is present; no installation or removal of capacitors or reclosers.

d. No 13kV multiphase transfers.

e. No work above the bottom circuit, other than switching and/or installation/removal of energized taps associated with the switches/cutouts on a pole supporting more than one energized multiphase circuit.

f. No installation of jumpers on multiphase construction except for switch/cutout replacements done one phase at a time.

g. The additional restrictions listed in paragraph 3.

3. When a Chief Team is supplemented such that the work unit includes a Lineman/Linewoman - Grade 1 and a Lineman/Linewoman - Grade 2, or Apprentice Lineman/Linewoman, or an employee of the Equipment Operator occupational group, they may be assigned all work within the Team's physical limitations with the following restrictions.

a. No installation, removal or replacement of transformer banks where service is to be maintained using the three-phase transformer truck.

b. No rearrangement of energized polyphase back-to-back dead-end poles, polyphase dead-end turn poles, or polyphase lateral poles. Work on polyphase junction poles is limited to cutting arms and moving conductors to a new pin position for clearance where temporary jumpers are not required.

c. No transfer of energized polyphase back-to-back dead-end poles, polyphase dead-end turn poles, polyphase turn poles where cutting in or cutting out of slack is required, or polyphase junction poles. No transfer of energized primary construction on poles carrying more than one three phase primary circuit or on poles carrying multiphase 13kV conductors which have less than spacer cable insulation.

d. No installation or removal of line taps on energized polyphase junction poles.

e. No installation or removal of subtransmission conductors.

However, it was further agreed that a Chief Gang may perform the duties exceeding the limitations set forth above without the restrictions and exceptions specified. Work performed by a Chief Gang will be limited to that work which can be performed within the scope of the job specifications, safety regulations, and physical limitations of the employees and the equipment involved.

*When this Team is assigned work that requires two qualified employees in the work position, they shall be assigned two aerial lift devices equipped with aerial radio communication.

** Such Chief Team shall not create a polyphase junction pole by energizing this construction, nor shall they replace the switches subsequently installed to do so.

Robert N. Turken

May 1, 1996

**LIVE LINE MAINTENANCE OF
TRANSMISSION VOLTAGES UP TO AND
INCLUDING 500-KV**

Confirming negotiation of the Agreement between the Company and the Union, effective May 1, 1996 the following outlines the procedures and practices for overhead transmission work, including the combination method of hot sticking and bare hand. This letter supersedes the letter on the same subject dated May 1, 1989. This Agreement applies to a maximum of 500-kV. Any consideration of work on voltages beyond this would be subject to negotiations.

I. SCOPE OF WORK

A. Clearances

The following minimum working clearances will be adhered to while performing live-line maintenance:

NOMINAL LINE VOLTAGE	MINIMUM WORKING CLEARANCE	
	WITHOUT GAPS	GAPS INSTALLED
26-kV	4' -0"	-
69-kV	4' -0"	-
138-kV	4' -0"	-
230-kV	6' -0"	-
500-kV	11'-0"	8'-0" (41"Gaps)

Working positions will be set so these minimum clearances are not exceeded inadvertently.

B. Bare Hand

1. Work to be performed only from a bucket truck or insulated ladder.

2. All bucket trucks and insulated ladders shall be checked daily prior to their use.
3. Bucket trucks or aerial devices used for live-line maintenance shall be certified for use at the voltage of the line being worked on. An acoustical emission test shall be performed on an annual basis.
4. There will be two employees in the bucket whenever it is used for live-line bare hand work.

C. Crew Size

Minimum Crew Size 500-kV

Coordinator/Supervisor plus

6	Suspension
5	Dead-End

Coordinator/Chief Special/Supervisor plus

3 (L325)	Spacer Installation
3 (L325)	Sleeves

Minimum Crew Size 230-kV

Coordinator/Supervisor plus

5	Suspension
5	Dead-End

Coordinator/Chief Special/Supervisor plus

3 (L325)	Sleeves
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Minimum Crew Size 138kV

Coordinator/Supervisor plus

7 Suspension

Coordinator/Chief Special/Supervisor plus

3(1325) Sleeves

All other types of work to be discussed with committee.

D. Gasoline-driven conductor carts will not be used in live-line operations without approval of the IBEW Local 94.

E. Weather Conditions

Live-Line maintenance will not be started when there is a definite expectation of electrical storms or during rain, snow, heavy fog, or extreme winds. Weather conditions to be monitored continuously when work on energized conductors using this technique is utilized.

F. Supervision

All live-line work will be supervised by an individual trained in the methods.

G. Training

No employee shall be assigned productive work on energized conductors until they have been adequately trained.

H. Crew Composition

The crew for specific jobs may be made up of personnel from more than one reporting area.

I. Clothing and Equipment

The Company shall furnish protective work clothing and boots for those engaged in doing this work.

II. PROMOTION - DEMOTION - TRANSFER

A. Employees in lower classifications prior to May 1, 1989 maintain rights for transfer and IV-L purposes at their former distribution division.

B. New hires into the Transmission Division will be assigned a normal reporting location and placed on an integrated seniority list. They will join the Local Union appropriate to the normal reporting location.

C. Application of Article IV-L will be on the basis of the position on the integrated seniority list.

D. With an integrated seniority list, the normal work force figures must also be integrated.

E. The classifications "Towerman/Towerwoman-Grade 1" and "Towerman/Towerwoman-Special" will be integrated for the purposes of vacation selection.

F. No Towerman/Towerwoman - Grade 1 or Tower Inspector shall be forced to take a Towerman/Towerwoman-Special position.

G. Any Towerman/Towerwoman-Special employed prior to May 1, 1989 may, at their discretion, voluntarily return to Towerman/Towerwoman - Grade 1 on the 1st Friday following notification to the Company.

H. All people who work in the live-line program will be proficient in the safety methods used.

III. DRIVING AND TOWING

In order to fully utilize and maximize the number of people in the classification "Towerman/Towerwoman-Special", it is essential that the crew be self-sufficient. The Towerman/Towerwoman-Special must drive all vehicles required for the work. This excludes bulldozers in excess of 30 tons and mobile cranes.

IV. REMOTE REPORTING

A. Providing operating conditions permit, Towerman/Towerwoman - Special from the local transmission area will be used to the maximum extent practicable before augmentation of the crew from other locations.

B. At times it may be necessary to remote report an individual from a location for an emergency assignment.

C. Remote reporting assignments will be rotated equitably at each transmission location.

V. OVERNIGHT ASSIGNMENTS

A. Assignment begins and ends at the employees regular reporting location. The employee is transported on Company time and by Company vehicle from headquarters to a motel and returned the same way.

B. All meals and lodging are paid for by the Company.

Lodging

1. Two employees to a room.

2. A personal call may be charged to the room.

3. Laundry reimbursement by the Company, if necessary.

C. Maximum duration of an assignment - 7 days.

D. Assignments to be rotated equitably.

E. Basic workday - 8:00 a.m. to 4:30 p.m.
or 7:00 a.m. to 3:30 p.m.

F. Employees will go on the clock at assembly time prior to the start of the job.

G. Motel and Meals for overnight stays.

1. Employees will go on the clock at designated assembly time. Breakfast will be eaten at location or on the way to the job at Company expense.

2. Lunch will be at Company expense. Employees will go off the clock except for Article III, Section G.

3. Supper:

Normal Workday - Employee will be paid to quitting time plus 1/2 hour pay at applicable rate to eat meal. Meal to be paid by Company.

Extended Day - Employee may eat on way in to motel and time will stop upon arrival at motel.

Employee may come into motel at which time he will be taken off clock and then there will be a 1/2 hour pay added at applicable rate to eat meal. Under both circumstances, meals will be paid for by the Company.

4. Holidays and Premium Days - Time stops at motel arrival, and 1/2 hour at rate will be added for meal.

VI. SAFETY COMMITTEE

A joint Company-Union safety committee, to include a Union representative from Bridgewater and New Freedom, will be maintained. An initial objective of this committee will be to outline the general procedures for completing work currently done. The committee will also evaluate and/or develop additional techniques as required. The procedure and techniques for work currently being done will be reviewed by Local 94. Future proposed significant changes in these procedures or new work methods not agreed upon by the joint committee may be referred to Local 94. During the term of this Agreement, expiring April 30, 2002 if Local 94 objects to the change, it may request, and the Company will agree to, negotiations on the matter prior to its implementation.

VII. APPRENTICE PROGRAM

A. Progression will be from Apprentice Towerman/Towerwoman to Towerman/Towerwoman-Special. The pay steps for Apprentice are "C" through "F"; for Special, "H" through "R", with no steps skipped.

B. Apprentices will be exposed to live-line operations, including bonding on. For those hired on or after May 1, 1989, inability or unwillingness to do live-line work will result in discontinuance. For those hired prior to May 1, 1989, inability or unwillingness to do live-line work will result in their being limited to the "M" step.

C. All towermen and tower inspectors in classification as of April 30, 1989 will be offered an opportunity to progress to Towerman-Special. If they decline the offer, as in "B" above, their progression will be limited to step "M". Those who accept the offer will be advanced to step "N" provided they have been at step "M" for six

months; otherwise they will continue their normal progression.

D. Employees currently reporting to Trenton who wish to progress to Towerman/Towerwoman-Special will change their normal reporting location to either Bridgewater or New Freedom.

VIII. SUPPORT PERSONNEL

A. Present support personnel (equipment operators, crane operators) will be offered a one-time opportunity to return to their respective distribution divisions. This offer will be made on May 1, 1989 and must be accepted or rejected by May 15, 1989.

B. Those support personnel who choose to remain in the Transmission Division will maintain their IV-L rights but will no longer have return rights to a distribution division.

C. Support personnel entering the Transmission Division on or after May 1, 1989 will not have the opportunity to return to distribution, nor will they retain IV-L rights there.

D. As required, support personnel from the distribution divisions may be utilized to assist the Transmission Division.

John F. Tiberi

May 1, 1996

CROSSOVER WORK BETWEEN ELECTRIC AND GAS PERSONNEL

During negotiation of the agreements effective May 1, 1996, the parties agreed in principle to the concept of performing crossover work i.e. IBEW represented employees performing certain work previously performed exclusively by members of Local 855 of the Public Utility Construction and Gas Appliance Workers, and Local 855 represented employees performing certain work previously performed exclusively by members of IBEW Local 94.

The crossover areas addressed include the performance of meter installation/replacement work, joint trenching, and markouts. A joint Company and Union Team made up of four Company and four Union designated representatives will begin meeting as soon as possible to develop the specifics surrounding each issue. It is understood that this team will make a good faith effort to reach completion by July 15, 1996. The following are the broad, conceptual understandings related to each issue:

Meter Installation/Replacement Work

One person will perform electric and gas reconnect and disconnect work, installation and maintenance work, including that associated with the Two-Way Customer Communication System, and age changes involving non-demand socket-type electric meters and same size gas meter installations (including swivels).

Joint Trenching

A crew of electric and gas personnel perform joint trench work which includes all work associated with digging and backfilling the trench and installing the facilities

(including gas, electric, telephone, cable and any other facilities). The crew make-up will be determined by the Company-Union Committee.

Markouts

One person will perform electric and gas markouts, as well as markouts for other companies. This work will be performed by IBEW electric, IBEW Gas, and Local 855 represented personnel. It is not expected that the performance of this work on a crossover basis will have a significant impact on the volume of this work presently performed by OPEIU represented employees.

Allocation Of Work

All crossover work performed in combination electric and gas territory will be distributed 50/50 on an aggregate basis between employees represented by both Unions. On a quarterly basis, the Company and the Union will meet to discuss the data on hours allocated to crossover work.

In any Gas District or Electric Division where crossover work is performed, the Company will not utilize temporary workers, except summer employees, in Transmission and Distribution or contractors to perform that specific work in the agreed upon area. The use of temporary workers will be subject to negotiations outside of this letter.

After gaining experience with the success of crossover work, the parties agree to meet and discuss the application of crossover to other types of work, including inspection of facilities. There will be no layoff or curtailment during the term of the Agreement in a District or Division in any of the job classifications involved in

this agreement as long as crossover practices are in effect.

R. N. Turken

May 26, 1999

OUTSIDE HIRING INTO THE TROUBLESHOOTER CLASSIFICATION

This letter confirms our agreement on the hiring of Journeymen Linemen into the Troubleshooter classification:

1. All applicants for the Troubleshooter position must be fully trained and qualified Linemen.
2. All applicants must pass the CAST test or provide the Company with all of their training records.
3. All applicants will be interviewed by a team consisting of an Operations Manager, an Associate from the Employment and Placement office and a representative of the IBEW.
4. Successful applicants will be hired at the "O" step. They will progress to the "P" step after six months.
5. Successful applicants will enter into a mandatory six-month training program. This training program will consist of formal training at the Edison Training Center and "hands on" training in the Division in which they are hired into.
6. New Troubleshooters will not be required to work alone until completion of the training program.
7. The formal training program at the Edison Training Center will include a safety training session on all PSE&G outside plant safety requirements. Applicants will be required to pass the safety tagging training session with a minimum 80% grade.

8. Successful applicants will be locked into this classification for four years after the completion of their training program (total 4 1/2 year after date of hire).

John F. Tiberi

June 10, 1999

HIRING OF QUALIFIED AUTOMOTIVE MECHANICS

The following reflects the agreement reached between the Company and the Union on the hiring of fully qualified Automotive Mechanics in the Transportation Department:

Prior to hiring a qualified mechanic, the Company must first attempt to fill any vacancy through the Six Month Posting Process and the Special Interest Posting. If there are no volunteers through the processes listed above, the Company can hire fully qualified automotive mechanics from the outside.

Individuals hired from the outside must possess an Automotive Service Excellence (ASE) Certificate. Individual who do not possess an ASE certificate must pass the CAST test. All qualified mechanics will be offered the "G" step and they will be able to perform all mechanical work, in the garage, except for aerial bucket work. No aerial bucket work can be performed until the employee is fully trained and passes the aerial lift module of the Apprentice Automotive Mechanic Training Program.

This agreement applies to all employees currently in the Apprentice Automotive Mechanic Classification. These Apprentice Automotive Mechanics will be moved to the "G" step effective May 17, 1999.

John F. Tiberi

September 7, 2001

**TEMPORARY USE OF LINE ASSISTANT
CLASSIFICATION IN FILLING APPRENTICE
LINEMAN/LINEWOMAN POSITIONS
ELECTRIC DISTRIBUTION**

This letter confirms our discussion of the above-mentioned subject. This letter creates a mechanism that formally aligns the dates into classifications for successful Lineman/Linewoman candidates. All entries into the line department will begin with the Line Assistant position. The uniqueness of the four week Division Orientation Training Program for entry into our Line Classifications is the driver for this Agreement.

The terms of the Agreement are as follows:

- All selected individuals coming into the Line Assistant position begin at the "C" step of the wage progression and remain at this wage rate.

- The date into classification for all hires into the line assistant position will be the first day on the payroll in the Line Assistant position.

- The date into classification for Line Assistants progressing to the Apprentice Lineman/Linewoman position will be the first day of attendance into the apprentice Line school. Automatic progression will start at the "C" step when Apprentice Line school begins.

- For entry into the occupational group, all postings (Six Month, Statewide Interest, Career Link) will be made for Apprentice Lineman/Linewoman.

It is understood by both parties that individuals who fail the Division Orientation Program or the formal

Apprentice Line training will not return to the Line Assistant classification under Article IV K or any other means.

It is understood by both parties that the intent of the Company and Union is to create qualified Lineman/Linewoman that progress through the contractually required Apprenticeship. It is not the intent of either party to create a pool of permanent Line Assistants that do not progress through this Apprenticeship.

The Company and Union agree to discuss issues that arise while implementing this Agreement.

T. M. Brauchle

February 6, 2002

ADJUNCT INSTRUCTOR – DELIVERY BUSINESS

This letter confirms agreement reached between the Company and the Union regarding upgrade assignment of personnel to Adjunct Instructor within the Delivery Business. Interest postings shall be used to see qualified candidates willing to perform this work. The Adjunct Instructor assignments will be offered on a volunteer basis from the list of qualified employees. Prior to making the selection, the Company shall discuss the training request with the Local Union Representative and provide the following information:

- A list of qualified employees
- Specific assignment requirements
- Duration of each upgrade assignment
- Potential of required schedule conflicts
- Overtime that may be associated with the assignment

Employees who are selected to work as an Adjunct Instructor will receive an orientation. Upon completion of an orientation period the employee may request relief from the assignment.

Job responsibilities will include: presentation of material, coordination of and completion of OJT process, collection of feedback from employees and recommendations to the Joint Training Committee.

Issues pertaining to Adjunct Instructors' training methods, qualification of personnel and other related matters will be addressed by the Joint Training Committee.

While performing the Adjunct Instructor assignment, employees shall receive 5% per hour above their current wage. However, if in addition to the job responsibilities listed above the Adjunct Instructor assists in developing course material and assists in the development and testing of employees, the employee shall receive 10% per hour above their current wage. Upon acceptance of any Adjunct Instructor assignment, it is anticipated employees will complete that assignment. Should an employee be removed, voluntarily or involuntarily they will no longer be considered for future assignment unless agreed to by the Joint Training Committee.

The Adjunct Instructors will be permitted to use the Company assigned vehicle to travel back and forth to training. If a Company vehicle is not provided, applicable mileage allowance will be provided in accordance with the Collective Bargaining Agreement.

This Agreement will be effective on the date of signing. It is the intentions of the parties to work together to implement this Agreement and to resolve any unforeseen problems.

T.M. Brauchle

April 22, 2002

**LETTER OF UNDERSTANDING BETWEEN
PSE&G, U.A. LOCAL 855, IBEW LOCAL 94,
AND OPEIU Local 153**

Implementation of Synergy Mark Out Work

The following has been agreed to as an addendum to the 1996 Crossover Agreement. It reflects an understanding as to how the parties have agreed to implement the Mark Out portion of the 1996 Crossover Letter for the pilot period as outlined below. On an ongoing basis, the parties will meet to discuss opportunities to improve the effectiveness of this work.

The following has been agreed to:

The parties agree to work together as necessary to ensure the full rollout of this initiative by the end of 2002. This initiative is defined as follows:

- 1) One person will be assigned to perform electric and gas mark outs, as well as Mark Outs for other Companies e.g. Telephone, Water, Cable TV, Fiber Optics.
- 2) Employees from IBEW Local 94 Electric and Gas, and Local 855 Gas will perform all synergy mark outs, after being trained and qualified.
- 3) The project will start as a pilot on or about the date of this agreement, and continue through June 30, 2002. The project will start in an area defined by the Southern Electric Division, and Audubon, Burlington, and Trenton Gas Districts.

4) Electric personnel will service electric only territories.
Gas personnel will service gas only territories.

5) The assignment of synergy mark outs within the combined service territory will be split between IBEW Local 94 and U.A. Local 855 on a 44/56% basis using man-hours as the measure.

6) Synergy mark out assignments to IBEW Local 94 represented workers may be made to Electric: Line Inspectors, Division Mechanics and Utility Mechanics and Gas: Utility Leaders, Street Leaders and Street Mechanics. These classifications will be offered Home Based Reporting (HBR) in accordance with Letter of Understanding HBR agreement dated 3/19/02.

The assignments to Local 855 represented workers will be made to Street Inspectors. These Street Inspectors will be offered Home Based Reporting (HBR) in accordance with the existing Local 855 HBR Gas Distribution Agreement.

7) If it is determined by the supervisor that overtime is required to complete a job, the L94 or L855 employee can perform synergy mark outs in accordance within the agreed to overtime guidelines.

All other classifications that perform electric only or gas only mark outs will continue to be trained, qualified and responsible to perform those duties as discussed.

The Company and the Unions agree to work together to ensure the success of this endeavor. The parties recognize that if successful, this concept may be expanded beyond the expiration of this pilot and throughout PSE&G service territories. The parties agree to meet at or near the end of the pilot (June 30, 2002) to discuss next steps.

There will be no layoff or curtailment during the term of the Agreement in a District or Division in any classification involved in this agreement as long as crossover practices are in effect. This initiative will not result in a layoff or curtailment of OPEIU represented employees.

T. M. Brauchle

July 16, 2002

**LETTER OF UNDERSTANDING
BETWEEN PSE&G AND IBEW LOCAL 94
HOME BASED REPORTING**

This letter reflects the understanding reached between the parties regarding Home Based Reporting (HBR) in conjunction with the agreement to pilot synergy mark out work, performed under the May 1, 1996 Crossover agreement. The parties enter into this understanding in order to improve the effectiveness of the Crossover agreement (mark outs), and to avoid the contracting out of this work.

During discussion of this pilot, and effective for synergy markout work only, it was agreed to establish a program for HBR of IBEW Local 94 personnel as follows:

1). New classifications will be established called Line Inspector HBR, Division Mechanic HBR, Utility Mechanic HBR, Utility Leader HBR-Markout, and Street Mechanic -HBR-Markout. The Company will notify the Union as the synergy process evolves through the state as to the number of employees that are required to perform synergy markouts.

2). Assignments to HBR will be filled on a voluntary basis. Electric employees performing-HBR assignments shall be paid at a minimum rate of "L" step.

3). HBR employees must arrive at their first work site within their work area at the beginning of their work period and will remain working at their last work site within their work area until the end of the work period.

4). Pay for call-out overtime shall be portal to portal from the employee's home. If work (overtime) beyond the basic work period is required, pay shall continue for 30 minutes following completion of the last job to allow for travel. Employees scheduled to work overtime on Saturday, Sunday and holidays shall receive thirty (30) minutes time at the applicable rate at the completion of the work day, for travel. The thirty (30) minute time period shall not be applied to calculations towards meal period entitlements.

5). If it is determined by the supervisor that overtime is required to complete a job, the employee can perform a synergy markout in accordance with local overtime rules.

6). If more than one Division Mechanic or Utility Mechanic is temporarily assigned as a Division Mechanic HBR or Utility Mechanic HBR they shall initially be placed at the bottom of the Line Inspector HBR's overtime list in accordance with their service. Overtime hours will adjusted on the list according to hours charged.

While performing the above stated duties, Division Mechanic HBR's and Utility Mechanic HBR's shall be eligible for overtime in the Line Inspector HBR classification exclusively having no rights to call out, scheduled or standby assignments in any other classification.

If a Street Mechanic is used for synergy markouts, after discussion with the Union, to aid the Utility Leader HBR-Markout classification the assigned individuals will be placed at the bottom of the Utility Leader HBR-Markout overtime list, according to service. Overtime hours will be adjusted on the list in accordance with local overtime rules. While performing synergy markouts the Street Mechanics will be eligible for Utility Leader HBR-Markout overtime. The Street Mechanics will not be responsible for any other overtime or schedules in their normal classification.

7). When the company releases a Division Mechanic or Utility Mechanic from a HBR assignment, returning them to the Underground Department and the Utility Mechanic to their respective overtime lists the individual at his/her discretion may return to their overtime lists were their previous overtime hours and accrued HBR overtime hours would place them, or be slotted in accordance to the relative position they occupied prior to being assigned as a DM HBR or a UM HBR. (Example: if the returning Division Mechanic's relative position was number 5 on the overtime list when they left the Underground Department they would return to the number 5 position by adjusting their hours to be one tenth of an hour less than the person presently occupying the number 5 position).

8). If a Division Mechanic, Utility Mechanic, or Street Mechanic is temporarily assigned to perform synergy markouts for more than 5 normal business days they shall be considered as HBR. Those employees will be responsible for all assignments and entitlements under this HBR Letter of Understanding as well as the Letter of Understanding on Implementation of Synergy Markout Work.

The Company and the Unions agree to work together to ensure the success of this endeavor. The parties recognize that if successful, this concept may be expanded beyond the expiration of this pilot and throughout PSE&G service territories. The parties agree to meet at or near the end of the pilot (June 30, 2002) to discuss next steps.

T. M. Brauchle

**LETTER OF UNDERSTANDING BETWEEN
PSE&G, UA LOCAL 855, IBEW LOCAL 94,
and OPEIU LOCAL 153**

CONTINUATION OF SYNERGY MARKOUT WORK

The following has been agreed to by the parties and is an addendum to the Implementation of Synergy Markout Work agreement dated April 22, 2002, and extension dated July 9, 2002.

1) The parties agree to meet in March of 2003 to review lessons learned from this initiative. Should it be necessary to discuss issues that surface from this endeavor sooner than March 2003, than a meeting shall occur at the request of any one of the parties.

2) Synergy markout work shall continue to be rolled out in all locations beginning first on or about September 30, 2002, in Plainfield, New Brunswick, East Jersey, and Summit Gas Districts, and the applicable Electric Divisions. Rollout to the remainder of locations is targeted to occur by November 25, 2002.

3) Applicants awarded positions to perform synergy markouts shall continue to home base report (EBR).

They may also be assigned standby and be called out to perform synergy markout work. Standby and callout will be rotated among Electric and Gas Distribution employees assigned to synergy markout work. The Company will assign the Gas Distribution employees to 56% of the required Standby and callout, and the Electric Distribution employees to 44% of the standby, and callout requirements. All L855 represented Street Inspectors will be included in the rotation.

4) Local 855 represented employees assigned to perform Synergy mark outs shall HBR. In addition, all other L855 represented Street Inspectors and Leak Inspectors (excluding those performing planning work), shall HBR when assigned to perform leak survey activities, contractor inspection, and mark out work. Although this provides an opportunity for additional HBR assignments, actual assigned work activities and their expected duration (minimum nine months; between April 1 to December 31) projected by the Company will determine the length of BBR assignments. The parties shall meet locally when it is determined that working conditions warrant eliminating specific HBR assignments to other than synergy dedicated, workers. In those cases, five days advance notice shall be provided prior to elimination of an HBR assignment.

L855 represented Street Inspectors performing planning work may be assigned to perform synergy mark outs (Planners assigned to this work will maintain their Planner pay and would not be entitled to HBR). L855 represented employees upgraded to Street Inspector shall not be offered HBR.

5) The Company shall begin this initiative with the following IBEW L94 represented Utility Leader positions which shall be reflected in the Normal Workforce Letter.

	Util.Ldr BBR Mark Out	Util. Ldr HBR Gas Distribution	Util Ldr Non-BBR Gas Distribution**
East Jersey	4	3	2
Harrison	4	3	1
Summit	5*	6	4

Includes two Street Mechanics performing synergy mark out work **When operationally feasible, these positions will also HBR. The HBR positions will be posted as agreed to locally.

6) All home based reporters at Gas Distribution locations that are represented by IBEW L94 and assigned to synergy mark out work will follow the July 16, 2002, Letter of Understanding between the parties titled, "Home Based Reporting."

All other Gas Distribution home based reporting employees that are represented by IBEW L94, shall follow the 1996 "Home Based Reporting - Distribution" agreement between the Company & L94 with the following exceptions; Line item 4 The twenty five mile radius will be eliminated. Line item 5 The first sentence of this line item will remain unchanged. The last sentence will be replaced to read as follows; "If work (overtime) beyond the basic work period is required, pay shall continue for 30 minutes time at the applicable rate at the completion of the work day, to allow for travel. This 30 minute principal shall also apply for prescheduled overtime work performed on a Saturday. This 30 minutes will not apply toward a meal period."

The wage rate will stay the same as agreed to in the 1996 Gas Distribution HBR agreement.

7) L94 represented Synergy Mark Out employees & L855 represented (Planners & 931OS) employees may be assigned to perform supervisory duties and oversee others performing synergy mark out work. Such

assignments shall be rotated between Electric and Gas Distribution personnel. The rotation of these assignments will be split as designated in line item #3 above. IBEW L94 represented Electric Distribution employees will be paid in accordance with their CBA and L855 represented employees will be paid in accordance with the applicable Planner or Street Leader (931OS) rate. IBEW L94 represented employees shall receive five percent base wage increase above their top step for this assignment.

8) The parties agree that concurrent with the implementation of the DWMS system, and full implementation of synergy markout work, a centralized hub will be created for the purpose of performing clerical and work management duties associated with markout work. This hub will be staffed with OPEIU represented employees to be determined.

T. M Brauchle

May 1, 2005

ELECTRIC DISTRIBUTION - PROVIDING ASSISTANCE TO ANOTHER UTILITY UNDER THE EEI MUTUAL ASSISTANCE PROGRAM

The Company and the Union agree to work under the following guidelines when working at another utility under the EEI Mutual Assistance Program:

1. When the Company requires employees to be away from their homes overnight, the Company shall pay for adequate lodgings and meals, and shall advance money therefore when requested by employees in such cases (Article V K in the CBA).

2. When sending Bargaining Unit employees on a Mutual Aid assignment, the Company will notify the Business Manager of Local 94 or their designee as soon as possible.
3. Volunteers for the Mutual Aid assignment are to be solicited in the following manner:
 - a. Employees on the "A" list will be asked to volunteer for Mutual Aid assignments.
 - b. Employees on the "A" list will be asked from low overtime hours to high overtime hours, prior to asking those employees on the "B" list.
 - c. Employees accepting a mutual aid assignment will be credited with an overtime acceptance. All hours outside of the basic workday will be added to the overtime list.
 - d. Employees refusing a mutual aid assignment will not be charged with a refusal.
 - e. Once the employee selects to work the overnight assignment, the assignment is no longer considered "voluntary" - it becomes an overtime work assignment.
4. The Company will make every reasonable effort to assure adequate lodging before committing personnel to provide such assistance. Assigning personnel to lodge in areas without power will be avoided, whenever possible.
5. The Company will make every reasonable effort to determine the following prior to the crews departing to the host utility: type of restoration work to be performed and the voltages (subtransmission, distribution, secondary) in the service territory requesting mutual assistance.

6. In an effort to maximize restoration work time, the Company will make every reasonable effort to ensure that employees will work 16 hours when at a foreign utility. This does not apply to travel days - enroute to and returning from, the foreign utility.

7. The time taken to consume all meals will be applied as part of the normal workday. Since the main purpose of mutual assistance is to restore customers, every effort must be made by our employees to eat their meals in a reasonable time period. Meals will be adequate, defined as three meals per day, except where employees' work hours entitle them to a fourth meal. Only meal allowances will be paid for meals that are not eaten. Except on travel days, meals will generally be taken in the following manner:

6.1 Morning Meal Period - Normally 6:30AM to 7:00AM - Personnel will be given a predetermined time by the Supervisor. Personnel lodged at a location where there are adequate restaurant facilities shall begin the day with the morning meal and be paid for the time to consume it. Those personnel lodged in locations that do not have restaurant facilities shall start the day at the reporting time and be paid for their travel time and meal of the hour that the morning meal is consumed.

6.2 Mid - Day Meal Period - Noon to 12:30PM - This meal will be furnished or paid for the Company. If the meal is not taken during the normal meal period, the time to consume it will be paid in accordance with the Agreement.

6.3 Evening Meal Period - Normally 6:30PM to 7:00PM - The evening meal will be furnished or paid for by the Company and will be taken at the time of the normal work period if consistent with the restoration effort. This meal may be taken at the end of the workday

if more convenient and personnel will be paid for the time to consume it.

6.4 Fourth Meal Period - 11:30PM to Midnight -

Should personnel work into the fourth meal period of the day, they will be entitled to a fourth meal and be paid for the time taken to consume it. If the workday ends prior to the fourth meal period, only the three adequate meals addressed above will be furnished or paid for by the Company.

8. No alcoholic beverages are to be consumed during the workday, including all meal periods, in accordance with our Drug and Alcohol Policy. During mutual assistance assignments, employees are subject to all Commercial Drivers License provisions including no alcoholic beverages consumed four hours prior to the start of the workday. If a motor vehicle accident occurs requiring a "Post Accident" drug and alcohol test, the employee will be sent home and suspended pending the results of the tests.

9. When employees are assigned to work for another utility under the EEI Mutual Assistance Program, all classifications shall be paid either the Company rate or the comparable rate established by the requesting utility company, whichever is greater. Likewise, the more favorable overtime provisions shall be used in calculating premium pay except in cases where the host utility pays a higher premium for working more than 16 hours.

10. All regularly scheduled work hours during the basic workweek of Monday through Friday will be paid at the rate of time and one half. These hours will not be added to the overtime list.

11. Employees will work under our own safety rules and work practices at all times. While working at the host utility, employees must exercise caution, recognizing the possibility that the construction standards and plant conditions of the host utility may differ from our own.

12. Employees without a valid CDL drivers license are not eligible to volunteer for Mutual Aid.

13. All employees are responsible for accepting emergency assignments in Public Service territory. Overnight assignments are made on a volunteer basis.

14. An individual who is on standby or on Seasonal Support will not be precluded from a Mutual Aid assignment.

J. F. Tiberi

May 1, 2005

DRIVING AND TOWING

ELECTRIC DISTRIBUTION DEPARTMENT

This letter supersedes the letter on the same subject dated October 15, 2001. All job classifications may drive and operate a car or truck having a decal on the vehicle indicating the total weight of the vehicle and load should not exceed 18,000 lbs. This includes a single bucket aerial lift. Also, all job classifications may tow a two-wheel trailer of 3,000 or chipper of 4,000 lbs. when the equipment or material being towed is required in their duties. The decal on the vehicle shall indicate the total weight of the vehicle and load to be carried by the vehicle and shall not necessarily be related to registered gross vehicle weight or manufacturer's recommended gross vehicle weight.

The following classifications may drive and operate a car or truck having a decal indicating the total weight of the vehicle and load should not exceed 28,000 lbs., all aerial lift vehicles excluding units mounted on tractor trailers, and tow a trailer of 6,000 lbs. (10,000 lbs. for a Lineman/Linewoman - Grade 2) when the vehicle or equipment is required in their duties:

- Apprentice Lineman/Linewoman*
- Apprentice Division Mechanic*
- Troubleshooter
- Apprentice Substation Mechanic*
- Apprentice Relay Technician*
- Stock Handler
- Miscellaneous Mechanic - Grade 2
- Apprentice Automotive Mechanic
- Apprentice Automotive Shop Mechanic

*Driving and operating of vehicles by these classifications is limited to 18,000 lbs. until employee is above Step C or as appropriate.

In addition to the above:

1) A Chief Lineman/Linewoman or Lineman/Linewoman Grade 1 may drive, tow and operate:

* A. Any vehicle, equipment or trailer, necessary to perform their normal work, except a tractor-trailer, mobile crane, or the Altec Model LP-108 cable truck or similar equipment.

2) An Apprentice Lineman/Linewoman may drive and operate material handling aerial lifts, providing this duty does not interfere with training.

3) A Chief Underground Technician, Chief Division Mechanic, Underground Technician or Division Mechanic may drive, tow and operate:

** A. After progressing to step "L", any vehicle, equipment or trailer necessary to perform their normal work, except a tractor trailer, mobile crane or the Altec Model LP-108 cable truck or similar equipment.

B. No hot lead or hot compound is to be used when working from single or double bucket trucks.

**4) In addition to the driving and towing duties permitted earlier in this letter, a Stock Handler and a Chief Stock Handler may drive and tow any vehicle, equipment or trailer necessary to perform their normal work, except a tractor trailer, mobile crane, pole trailer, or the Altec Model LP- 108 cable truck or similar equipment. In no case shall the gross vehicle weight exceed 55,000 lbs.

5) A Chief Substation Mechanic and Substation Mechanic may drive, tow and operate any vehicle, equipment or trailer necessary to perform their normal work.

** Employees presently in the Lineman/Linewoman, Underground Technician, Stock Handler and Chief Stock Handler classifications who indicate a willingness to perform these duties by May 31, 1996 will progress to step "P", "N", "G", or "K" respectively, effective June 3, 1996. They will be trained in these duties as required without regard to seniority. Those employees who elect not to accept these duties by May 31, 1996 will be precluded from volunteering for these duties in the future and will not progress as indicated above. Employees hired or transferred into these occupational groups after May 1, 1996 will progress as indicated above and will be required to perform these duties.

Overtime assignments for work that was exclusively performed by the Equipment Operator/Mobile Crane Operator occupational group prior to May 1, 1996 shall be administered as follows:

1. Scheduled: All available Equipment Operators/Mobile Crane Operators must be working before utilizing a trained and qualified Lineman/ Linewoman Grade 1 or Underground Technician/Division Mechanic.

2. Call-out: All Equipment Operators/Mobile Crane Operators must be called before utilizing a trained and qualified Lineman/Linewoman Grade 1 or Underground Technician/Division Mechanic.

3. This does not preclude the use of a Lineman/Linewoman Grade 1 or Underground Technician/Division Mechanic outside of normal working hours to perform this work if they are already on the property.

John F. Tiberi

May 1, 2005

REMOTE REPORTING OF ELECTRIC DISTRIBUTION PERSONNEL

This letter confirms the understanding reached during negotiation of the Agreement between the Company and the Union effective May 1, 2005 and supersedes and cancels the letter of the same title dated May 1, 1996.

The principle of remote reporting for all Electric Distribution personnel has been established.

For intra - Division remote reporting assignments, all employees can report to any facility that is the responsibility of the Division, including work assignments

outside of the PSE&G franchise area with the exception of Artificial Island. A remote report assignment to a Headquarters or a Subheadquarters can only take place when the classification that is needed is not staffed at the required location. A travel allowance for each round trip will be made each day an employee reports directly to a remote location at the prevailing IRS rate. This allowance will be determined by the distance between the employee's normal reporting location and the remote reporting location.

For inter - Division Remote Reporting assignments, employees can report to any facility that is outside of their Division and within PSE&G's franchise area, with the exception of Artificial Island. Remote reporting assignments will be made within a 30 mile radius from the normal reporting location. Employees whose remote reporting assignments are outside of their Division will receive a \$50 per diem in lieu of the Travel Allowance. The travel allowance for training will be as specified in the Travel Allowance letter.

In any Division where remote report work is being performed, that Division will not utilize contractors to perform that type of work. The Company will not cascade employees of the same classification from Division to Division to back fill the work of the remote report assignment. Local Union 94 members (ie. SERVCO) will not be considered contractors and may be assigned work they are trained and qualified to perform. Reporting locations will have either permanent or adequate temporary sanitary facilities and adequate and reasonably secure parking accommodations. Shower facilities will be provided if necessitated by the work environment and will be discussed with the Union prior to the assignment.

Advance notice of 48 hours will be given for a remote report assignment and it will be posted for a minimum of five working days in advance. The assignment will be continuous and for a minimum of five working days. It is understood that the needs of the business may take priority, and in the event of an emergency, an advance posting may not be possible. In this event, notice will be given to the Local 94 President prior to making the assignment.

Employees will be provided a minimum of 10 days between assignments unless waived by the employee. Vacancies due to illness, vacation or other absence will be filled by the next senior volunteer or assigned by reverse seniority.

Locally, the Company and Union will meet to discuss Remote Report assignments. Remote report assignments will not be made unless the location/Division cannot meet the full operational needs of the intended assignment.

If there are an insufficient number of volunteers, employees will then be assigned to remote report in order of reverse seniority within the affected classifications from the location where the work is assigned.

Overtime while on a remote reporting assignment shall be administered as follows:

1. Scheduled: Employees will be entitled to all overtime outside the basic workweek. Employees will be exempt from non-remote report overtime during the basic workweek. However, they may volunteer for this overtime if there is an insufficient response from the normal reporting location. Employees will be given preference for overtime on their remote report

assignment. If there are an insufficient number of volunteers, this overtime will be offered to employees from the reporting location where the work is being performed. If there is still an insufficient response, this overtime will be assigned to the remote report employees in accordance with the scheduled overtime list.

2. Call-out: Employees will be entitled to all overtime.

Employees on remote report will not be precluded from Mutual Assistance assignments.

John F. Tiberi

May 1, 2005

SEASONAL SUPPORT AGREEMENT

During negotiation of the Agreement effective May 1, 2005 the Company and Union agreed to have overhead line crews work hours other than their normal non-shift hours. At the discretion of the Division Manager or designee, Seasonal Support may span from the last two weeks of May to the week of the last Friday of September. Each Division, at their discretion, can have up to two (2) Chief Gangs or Chief Teams (or any combination of gangs or teams) work 3:00 P.M.-11 P.M. schedules, Monday through Friday. It is understood that Equipment Operators will not be part of these crew compliments. These gangs/teams can perform all work except for non-emergency transfers on primary multi-phase construction. The Overhead Department will assign all routine work. The following will apply to overhead personnel when working the Seasonal Support assignment:

1. A Seasonal Support posting will go up monthly on the first Monday of the month prior to the intended assignment. All selections must be completed by the 15th working day of that month. The Company and Union will meet to define the monthly periods for each season prior to the first posting.
2. Staffing for this assignment will be posted monthly through each overhead department by seniority.
3. Employees working a Seasonal Support schedule shall be omitted from standby assignments for the length of the assignment, including weekends.
4. Weekly vacancies, such as Jury Duty, Death in Family, extended illness, vacation and training shall be filled by seniority.
5. Full week swaps are permitted. Notification must be made to management by the Friday before the scheduled work week begins.
6. Daily vacancies will be filled at management's discretion utilizing the overtime list. Employees filling on overtime shall not incur any changes to their normal work week schedule.
7. Daily vacancies can be filled by a higher classification by use of the overtime list.
8. Employees will receive a \$40 per diem for each full day of their assigned 40 hour work week in lieu of night premium.
9. Employees who volunteer or are assigned for these assignments will not be excluded from Overtime or Mutual Aid.
10. There will be no Standby for Overhead Department personnel during a basic workweek of the Seasonal Support assignment, with the exception for storm coverage and holidays, if needed. The Local Union must be notified in advance if standby will be utilized for the Overhead Department for storm coverage or holidays during the basic workweek.
11. Monthly volunteers for a Seasonal Support assignment from a lower classification will be accepted if

there are no other volunteers from the original classification and if the volunteer has the required experience/training.

12. Equipment Operators will be utilized for all work requiring pole setting and replacement during the 3:00 P.M. - 11:00 P.M. schedule. If the Equipment Operator classification has been exhausted then qualified line personnel can be utilized.

13. It is the responsibility of the employee to notify their supervisor of any scheduled work week day swaps at least one day prior to the desired day off. One swap per employee per scheduled period is permitted. Any other day off will be administered as a personal day no pay that will not count towards availability or as a single day vacation, operating conditions permitting.

14. For the purposes of this letter, seniority refers to asking from the most senior to the least senior employee and forcing from the least senior to the most senior employee.

The Company and Union will meet in October 2005 to review the Season Support Agreement.

John F. Tiberi

May 1, 2005

MOBILE CRANE OPERATORS

During negotiation of the Agreement effective May 1, 2005 the Company and Union agreed to offer all Equipment Operators the opportunity to progress to Mobile Crane Operator. Equipment Operators will be given two (2) attempts on Company time at the Company's expense to obtain all required certifications as outlined in qualification two (2) of the Mobile Crane Operators job specifications. Equipment Operators who were unsuccessful in obtaining required certifications

have the ability to progress to Mobile Crane Operator if they obtain certification on their own time at their own expense. Employees acquiring needed certifications shall be reimbursed eighty (80) percent of the successfully completed course expense.

A requirement for the position will be that Mobile Crane Operators must be re-certified every five years in accordance with current law. The Company will provide the employee with two attempts on Company time and expense to recertify for the required license.

Mobile Crane Operators who are unsuccessful at re-certification will be returned to the Equipment Operator position at the appropriate rate. An employee who is unsuccessful recertifying may attempt to regain certification on his or her own time and at their own expense. This employee is entitled to a reimbursement of eighty (80) percent of the successfully completed course expense.

As part of this Agreement, the Mobile Crane Operator - Special position has been eliminated. The Mobile Crane Operator position will now progress from step "K" to step "L".

John F. Tiberi

May 1, 2005

**TRANSMISSION DEPARTMENT AGREEMENTS
REACHED DURING 2005 NEGOTIATIONS**

During negotiation of the Agreement effective May 1, 2005 the Company and Union agreed to the following regarding the Chief Transmission Technician position:

The position of Chief Transmission Technician has been created.

- The pay steps associated with this new classification are "O" and "P".
- The initial posting for the position of Chief Transmission Technician will be filled from the existing eight Transmission Technicians only. Successful bidders for this posting will proceed to the top step of the newly created Chief Transmission Technician position, step "P".
- The Travel Allowance letter dated May 1, 1996 will not be changed for the duration of the Agreement.
- A Chief Transmission Technician will be a home base reporter.
- The Company will hire two Transmission Technicians - HBR that will home base report. All future hires to the Transmission Technician position will become home based reporters.
- As necessary, Transmission Technicians and Chief Transmission Technicians may be requested to work under the Agreement, titled "Transmission Project Work".

In addition to the above, the Company and Union agreed to the following regarding Transmission Overhead Department employees:

- The Travel Allowance letter dated May 1, 1996 will not be changed for the duration of the Agreement.
- As necessary, overhead personnel may be requested under the Agreement, titled "Transmission Project Work".

John F. Tiberi

May 1, 2005

TRANSMISSION PROJECT WORK

This letter confirms the understanding reached during negotiation of the Agreement between the Company and the Union effective May 1, 2005. This letter confirms our agreement on the utilization of Electric Transmission employees to perform work off shift when a transmission outage cannot be obtained on regular hours due to PJM or third party requirements. When working under this Agreement, all work will be performed as needed.

The terms of the Agreement are as follows:

- Employees who volunteer or are forced by the overtime list will be required to work a schedule up to 16 hours as required.

- Employees will be paid straight time for the first ten hours of work and time and one half for additional hours worked outside of their normal workweek. All hours worked outside of their normal workweek will be paid at the appropriate rate.

- Night shift premium will be provided for straight time hours worked during the night shift.

- Employees will be paid at time and a half for all hours worked outside of their regularly scheduled hours on the first two regularly scheduled workdays within the basic work week.

- Rest period will only be paid at the end of the job, if the job ends at the start of the employees' regularly scheduled workday within the basic work week.

- A meal period will be taken five hours after the start of the job and every five hours thereafter. These meals will be furnished or paid for by the Company. The last meal period will be taken at the end of the workday and the employees will be paid one hour to consume this meal.

- The Company will pay \$1.50 per day for coffee rather than provide coffee each day.

- For the duration of this project, assigned employees will not be required to work call out overtime.

John F. Tiberi

May 1, 2005

**REMOTE REPORTING OF
TOWER GROUP PERSONNEL**

This letter confirms the understanding reached after negotiation of the Agreement between the Company and the Union effective May 1, 2005 and supersedes and cancels the letter of the same title dated May 1, 1996.

The expansion of the overhead transmission network in our system and the reliability requirements of this network present a large fluctuating construction and maintenance workload. The employment of a work force in each division sufficient to perform major elements of this work in its own operating area is neither practical nor economical. Therefore, if the maximum practical amount of this work is to be done by Company employees, it is necessary to continue the principle of remote reporting to perform required work.

To accomplish this purpose, remote reporting locations will be used to which the employees will report directly from their homes. The reporting locations will have ready access from paved roads, will have adequate space and parking accommodations within the facility or adjacent thereto and will have either permanent or adequate temporary sanitary facilities.

In addition to tower group personnel other Distribution personnel may be required to remote report to perform support functions. During negotiation of the Agreement effective May 1, 2005 the Company and Union agreed that the Transmission Department will first request the Distribution Department to provide a crane and operator when Distribution equipment is capable of meeting Transmission's needs. It is understood that a contractor will be utilized if the Distribution Department cannot satisfy those requests.

Employees can remote report to any site that meets the criteria of paragraph three (3) above and is within the existing zones from their normal reporting location. Bridgewater (north) and New Freedom (south) represent the two existing normal reporting locations.

A per diem travel allowance for each round trip will be made for each day employees report directly to a remote location as specified in the Travel Allowances letter. The above provisions for remote reporting will also apply to Tower Inspectors.

It is further understood that the principle of remote reporting has been established for the following activities:

1. Inside Plant Construction
2. Underground Transmission Construction Projects
3. Initial and Formalized Refresher Training Programs

Travel allowance for each round trip will be as specified in the Travel Allowance letter. Under paragraphs 1 and 2 above, no allowance will be made for employees reporting within 7-1/2 miles of their normal reporting location.

John F. Tiberi

May 1, 2005

TRANSFORMER OIL FILTERING AGREEMENT

This letter confirms the understanding reached during negotiation of the Agreement between the Company and the Union effective May 1, 2005. This letter confirms our agreement on the utilization of Electric Distribution employees to perform the oil filtering on transformers in our Transmission and Distribution System. When working under this Agreement, all work will be performed around the clock as needed.

The terms of the Agreement are as follows:

- Employees who volunteer or are assigned by seniority will be required to work twelve-hour shifts seven days a week. The shifts will be from 7:00 AM to 7:00 PM and 7:00 PM to 7:00 AM.
- There will be one Substation Mechanic and one Chief Substation Mechanic on each shift. Alternates will be selected to fill vacancies due to vacation, illness or an employee request for a day off. This team will perform all work involving transformer oil filtration.
- When working the 7:00 AM to 7:00 PM shift, employees will be paid straight time for the first eight hours of work and time and one half for additional hours

worked Monday through Friday. When working the 7:00 PM to 7:00AM shift, the first four (4) hours are paid as overtime at the applicable rate. The remaining eight (8) hours are paid at the straight time rate. All hours worked on Saturday and Sunday will be paid at the appropriate rate.

Night shift premium will be provided for straight time hours worked during the night shift.

Employees will be paid at time and a half for all hours worked outside of their regularly scheduled hours on the first two regularly scheduled workdays within the basic five day work week.

Rest period will only be paid at the end of the job, if the job ends at the start of the employees' regularly scheduled work day within the basic five day work week.

On the day shift, the first meal period will be taken from noon to 12:30PM and the Company will pay for the time to consume the meal. The second meal period will be taken at the end of the work day and the employees will be paid one hour to consume this meal.

On the second shift, the first meal period will be taken from midnight to 12:30AM and the Company will pay for the time to consume the meal. The second meal period will be taken at the end of the work day and the employees will be paid one hour to consume this meal.

The Company will pay \$1.50 per day for coffee rather than provide coffee each day.

For the duration of this project, assigned employees will not be required to work call out overtime.

John F. Tiberi

May 1, 2005

STANDBY AND OVERTIME – ELECTRIC DISTRIBUTION

The Company and the Union have agreed to the following regarding overtime and the use of standby in the Electric Distribution Department. The goals of the program are to increase the response rate for callout overtime and to reduce the response time in order to meet the needs of the customer. The Company and Union will meet to discuss any issues that arise. This program supersedes all existing agreements on overtime, including all local agreements. The program for overtime is as follows:

Overtime

Overtime hours for both scheduled overtime and call-out overtime will be incorporated in one list.

The list will be split into two sections referred to as the "A" and "B" list.

The provisions for involuntary transfers between the "A" list and the "B" list will be based on a minimum response to all occasions when asked to work overtime, either scheduled or callout. The minimum response in order to remain on the "A" list is either a) work 30% or more scheduled and 10% or more callout or, b) work less than 30% scheduled and 20% or more callout. The responses are to be based on a minimum of 15 occurrences of being asked to work callout. Should the number of callout occurrences not reach the number of 15, the record will roll backwards until the number of 15 is reached. Employees returning to the "A" list from the "B" list will have their number of occurrences re-zeroed. The actual percentages of scheduled and callout overtime will be published monthly for review.

Movement between the lists will be evaluated and implemented every 6 months. An employee involuntarily transferred from the "A" list to the "B" list will be permitted to return to the "A" list after six months. If the employee again fails to meet the required overtime response outlined above during the next 6 month period, he/she will be assigned to the "B" list for a period of 1 year. Granting a second request to return would be based on some showing of improvement while on the "B" list. A third removal from the "A" list would result in indefinite assignment to the "B" list. Voluntary transfers to the "B" list will be limited to three. The third assignment will result with an indefinite assignment to the "B" list. Either the Company or the Union may request discussion over indefinite assignment to the "B" list after 2 years.

Employees with the lowest amount of overtime on the "B" list can be forced to work scheduled overtime or standby if there are not sufficient volunteers from the "A" list.

Employees with the lowest amount of overtime on the "B" list can be forced to work callout overtime immediately, without having to go through the rest of the "B" list, if there are not sufficient volunteers from the "A" list.

Initially all employees will have the opportunity to be part of the "A" list.

For callout overtime, all responses from an employee of "not home", "no answer", or an answering machine will count as an occasion for the purpose of determining the overtime acceptance rate.

Employees can only be charged one refusal in a twelve (12) hour period (callout or scheduled).

The overtime list will be zeroed out once per year as of January 1st then posted February 1st. Each division will have the option of whether or not to zero out.

All overtime hours, accepted and refused, shall be charged and recorded by "pay hours".

Employees returning to full duty after being absent due to illness or placed on restricted duty 21 days or more may at his/her discretion remain where they are on the list or be placed in their "relative" position prior to the absence. (Ex: an employee who leaves in the 4th position will return in the 4th position).

When it has been determined that an assignment shall extend 2 hours beyond on the basic workday the Company will make every attempt to have the low crew work such overtime, operating conditions permitting. Any assignments made prior to the start of the workday will be considered an overtime assignment.

Provide and post all overtime response records daily, callout and scheduled.

Each Division can opt to have the overtime list updated, printed and posted once or twice per week. If the decision is once per week, the list will be updated, printed and posted on Wednesday at 8 A.M. If the decision is twice per week, the overtime list will be updated, printed and posted by 8 A.M. on Tuesday and 8 A.M. on Friday. Should a holiday be observed on Friday the overtime will be updated, printed and posted by 8 A.M. on Thursday.

Mutual Aid

While on a Mutual Aid assignment, all regularly scheduled work hours between Monday and Friday will be paid at the rate of time and one half.

Employees on the "A" list will be asked to volunteer for Mutual Aid assignments.

Employees on the "A" list will be asked from low overtime hours to high overtime hours, prior to asking those employees on the "B" list. All hours worked on mutual aid will be added to the overtime list. Employees accepting a mutual aid assignment will be credited with an acceptance. Employees refusing a mutual aid assignment will not be charged with a refusal.

All employees are responsible for accepting emergency assignments in Public Service territory. Overnight assignments are made on a volunteer basis. Employees without a valid Commercial Drivers License are not eligible to volunteer for Mutual Aid. An individual who is on standby will not be precluded from a Mutual Aid assignment.

Standby

The following guidelines have been established for securing standby crews for all I.B.E.W. classification. As decided by the membership by departments within each Division either Method 1 or Method 2 shall be adopted as the division standby policy.

Method 1

An original list shall be established placing the junior person in each classification as the low person for standby. Standby assignments will start with the low (junior) person on the seniority list, and go down.

Employees will be pre-assigned a week where they will be responsible for a standby assignment, should it occur. Assignments will be made in 26 week periods beginning in March of each year. Employees will only be required to respond to a standby assignment if notified by the Company in accordance with the C.B.A.

If an employee cannot cover a standby assignment it will be their sole responsibility to find a replacement and notify the supervisor in charge of such replacement. The employee who is responsible will be credited with the occasion (s), not the employee who is volunteering to cover the assignment. The employee will be responsible for canvassing employees, low to high, on the overtime list.

When the notice of standby is within 24 hours of the actual start time of the assignment, supervision will assist in soliciting replacements, if necessary.

If an additional standby crew is required, assignments will be made off the overtime list.

Overtime hours worked while assigned to standby will be included on the overtime list.

A standby assignment can be filled with a volunteer from a higher classification, as long as there is no change to the functionality of the crew.

A volunteer for standby assignment from a lower classification will be acceptable if no other volunteers are available from the original classification and if the volunteer has the required experience/training.

For the purposes of filling standby assignments, the Mobile Crane Operators and Equipment Operators will be slotted on the same list based on seniority.

The division will identify in the beginning of the year those holidays which will be covered by standby assignments. This does not include those periods which require standby coverage based on weather or operating conditions.

When more than one crew is assigned to a standby assignment in a classification in a location, work assignments shall be distributed equitably among the crews. For example...if two line crews are on standby, the first assignment will be given to the first crew. Once that crew leaves the property, the next assignment will be given to the second standby crew.

Overtime will still be distributed by area. If additional crews over and above those on standby are needed in an area, the overtime list will still be used prior to using the standby crews in the other area. Divisions that wish to modify this approach may do so after resolution is made locally.

Employees assigned to formal training will not be required to respond to standby until the training assignment is completed.

When an employee, forced or volunteers, to fulfill a temporary assignment (for example filling a trouble schedule, training, storm) or is absent for 21 calendar days or more, the employee will be credited fulfilling all conditions of standby. Vacancies in the standby assignment will be filled first from volunteers and then from a forced employee from the "B" list.

Employees entering a new classification will fill the first vacant standby assignment prior to assigning an employee from the "B" list. The next 26 week period

those new employees will be assigned in the same rotation as the other employees of the classification.

Employees transferring to different work location shall be adjusted in a similar manner to any new employees in a classification. However, those employees shall be slotted in the standby list in relation to their seniority in the locations classification, in the next 26 week period.

Employees are responsible for their standby assignments regardless of whether or not they are on remote report assignments. Standby assignment responsibilities take precedent over an employee's eligibility to accept a scheduled overtime assignment. All hours worked shall be charged to the overtime list and each call out assignment occasion shall be credited. Employees will not be offered work that will conflict with standby assignments.

Method 2

An original list shall be established placing the least senior person in the classification at the top and go down, of all employees on the "A" and "B" list.

Standby assignments will start with the low person (least senior) and go down.

Standby assignments will be made based on occasions and position on the seniority list.

Employees are responsible for their standby assignments regardless of whether or not they are on remote report assignments. Standby assignment responsibilities take precedent over an employee's eligibility to accept a scheduled overtime assignment. All hours worked shall be charged to the overtime list and each callout assignment occasion shall be credited.

Employees will not be offered work that will conflict with standby assignments.

Any occasion of standby which includes a full calendar day or any part thereof, shall be recorded as one occasion.

The division will identify in the beginning of the year those holidays, which will be covered by standby assignments. This does not include those periods, which require standby coverage based on weather or operating conditions.

If an employee is ill, on vacation, making them unavailable for their allotted assignment, they will be responsible for accepting the next standby assignment. Should an employee be on assignment (for example filling a trouble schedule, training, storm) when he/she would be given standby, the employee will be credited with the standby assignment as if worked.

If an individual takes ill and cannot complete the standby coverage they will still be credited with the occasion(s).

When a standby assignment is required, the employee(s) in the classifications needed with the least number of occasions, based on the employees position of the seniority list, will be assigned.

If an employee cannot cover a standby assignment it will be their sole responsibility to find a replacement and notify the supervisor in charge of such replacement. The employee who is responsible will be credited with the occasion(s), not the employee who is volunteering to cover the assignment. The employee will be responsible for canvassing employees, low to high, on the overtime list.

When the notice of standby is within 24 hours of the actual start time of the assignment, supervision will assist in soliciting replacements, if necessary.

Overtime hours worked while assigned to standby will be included on the overtime list.

A remote report assignment will not exclude an individual from a standby assignment.

A standby assignment can be filled with a volunteer from a high classification, as long as there is no change to the functionality of the crew.

A volunteer for a standby assignment from a lower classification will be acceptable if no other volunteers are available from the original classification and if the volunteer has the required experience/training.

For the purposes of filling standby assignments, the Mobile Crane Operators and Equipment Operators will be slotted on the same list based on seniority.

When more than one crew is assigned to a standby assignment in a classification in a location, work assignments shall be distributed equitably among the crews. For example...if two line crews are on standby, the first assignment will be given to the first crew. Once that crew leaves the property, the next assignment will be given to the second standby crew.

Overtime will still be distributed by areas. If additional crews over and above those on standby are needed in an area, the overtime list will still be used prior to using the standby crews in the other area. Divisions that wish to modify this approach may do so after resolution is made locally.

Employees assigned to formal training will not be required to respond to standby until the training assignment is completed.

Employees entering a new classification will fill the next standby assignment and then be placed on the standby list according to seniority with one less standby assignment than all others in the classification.

Employees transferring to a different work location shall fill the next standby assignment and then be placed on the standby list according to seniority. The transferred employee will be credited with one less standby assignment than all others in the classification.

John F. Tiberi

September 14, 2005

**EMERGENCY RESTORATION WORK
BY ELECTRIC DISTRIBUTION PERSONNEL**

This letter supercedes the letter on the same subject dated May 1, 1996.

In order to provide electric service that is interrupted as a result of storm conditions, a temporary team consisting of a Chief Lineman, Lineman/Linewoman Grade 1 or a Chief Underground Technician/Chief Division Mechanic and any other IBEW classification may be established.

The team consisting of a Grade 1 Lineman/Linewoman will perform all necessary work within their physical limitations associated with the restoration of secondaries and single-phase services. The conductors associated with re-installing services shall not exceed 2/0, 3 wire in size. These teams will not re-install downed

secondaries. However, this does not preclude work on secondaries still in the air.

The team consisting of a Chief Underground Technician/Chief Division Mechanic and any other IBEW classification will perform all necessary work within their physical limitations associated with the restoration of single-phase services. The conductors associated with reinstalling services shall not exceed 2/0, 3 wire in size.

In addition, both teams will reset tripped breakers on CSP transformers.

All personnel will be trained and qualified prior to being assigned emergency storm restoration work.

Any work at the pole or mid-span will be performed from an insulated aerial lift.

Lineman/Linewoman Grade 1 will be paid at the "P" step while performing this work.

Non-Lineman/Linewoman classifications will be provided familiarization on the operation of the lower controls of the aerial lift device for rescue purposes prior to beginning the restoration assignment.

In addition, a temporary team consisting of a Chief Lineman/Linewoman, a Lineman/Linewoman Grade 1 can be supplemented with a Street Lamp Inspector. This team may be assigned all work within their physical limitations with the following restrictions:

a. No installation, removal or replacement of transformer banks where service is to be maintained using the three-phase transformer truck.

b. No rearrangement of energized polyphase back-to-back dead-end poles, polyphase dead-end turn poles, or polyphase lateral poles. Work on polyphase junction poles is limited to cutting arms and moving conductors to a new pin position for clearance where temporary jumpers are not required.

c. No transfer of energized polyphase back-to-back dead-end poles, polyphase dead-end turn poles, polyphase turn poles where cutting in or cutting out of slack is required, or polyphase junction poles. No transfer of energized primary construction on poles carrying more than one three phase primary circuit or on poles carrying multiphase 13kV conductors which have less than spacer cable insulation.

d. No installation or removal of line taps on energized polyphase junction poles.

e. No installation or removal of subtransmission conductors.

The Company will make every reasonable attempt to engage overhead personnel prior to calling out other classifications for assistance in restoration work. As storm work decreases, those classifications assigned to assist overhead personnel will be removed from secondary work within a reasonable time period and the line department will continue to complete remaining line work.

J. F Tiberi

September 14, 2005

RECLOSING RELAYS

Effective September 14, 2005 an agreement was reached on the application of reclosing relays for work on overhead primary distribution circuits. This supersedes the letter on the same subject dated May 1, 1975.

Whenever the possibility of an electric flash exists while performing non-switch stick 4kV and 13kV primary distribution line work, if available and operating conditions permitting, the circuits reclosing relay shall be turned off and instantaneous trip turned on. The reclosing relays should be snapped off and the instantaneous trips turned on if available on a primary distribution circuit for overhead line work when the possibility of an electric flash is greater than that normally encountered in routine line work. Such conditions may occur during one of the nine following classifications of work:

a. Handling of Open Wire, Spacer and Bare Wire

Including splicing or physical relocation of conductors.

b. Handling Lashed Cable

Splicing, tapping, or physical relocation of lashed cable conductors, messenger or bonding ribbon.

c. Installing or Removing Conductors or Messenger in the Proximity of Energized Conductors

Installation or removal of messenger or conductors if there is a reasonable probability of contact with energized conductors.

d. Complex Rearrangement of Construction

Reconstruction or transfer of poles requiring a multiplicity of jumpers or taps.

e. Pole Replacement

Spot replacement of lateral poles.

f. Emergency Conditions

When considered necessary for emergency work.

g. 13-kV Bare Wire

When moving any bare wire conductor.

h. Damaged Equipment

When repairing or replacing energized damaged primary equipment on overhead distribution lines if considered necessary by either the supervisor or the employee assigned to the work.

i. Energizing of 4kV and 13kV transformers

John F. Tiberi

September 16, 2005

**CONSTRUCTION, OPERATION, AND
MAINTENANCE OF THE OVERHEAD
DISTRIBUTION PLANT**

Confirming discussion during negotiation of the Agreement between the Company and the Union, effective May 1, 1989, the following outlines the policies and practices involved in the construction, operation,

and maintenance of the overhead distribution plant. This letter supersedes the letter on the same subject dated May 1, 1984. It was revised on September 16, 1996.

The term "distribution" applies to primary, series, secondary, and service conductors. The term "primary" applies to circuits operating at nominal voltages of 4-kV or 13-kV, usually having a neutral conductor and which can supply single-phase load.

Employees shall not be assigned to productive work on energized 13-kV conductors or equipment until they have been given training. A Lineman/Linewoman - Grade 2 may be assigned to productive work on any energized circuits which are worked on as though energized at 13-kV.

Work on (direct handling) energized 13-kV conductors or equipment shall be performed only from an insulating aerial-lift device or platform. Class 2 rubber gloves and standard weight 15-kV sleeves shall be used in accordance with the rules governing such use (copy attached).

Before energizing a circuit at 13-kV, the construction shall be in accordance with the current 13-kV construction standards insofar as safe working conditions are concerned. Construction on circuits now operating at 13-kV shall be standardized as soon as practical.

All work on the overhead distribution plant built to 13-kV construction standards shall be performed in accordance with 13-kV practices and procedures regardless of the operating voltage. The 13-kV work practices are outlined on the attached sheets. Further reviews may be held if deemed necessary.

OVERHEAD 13-kV DISTRIBUTION CONSTRUCTION AND WORK PRACTICES

1. Definition

The term "distribution" applies to primary, series, secondary, and services. The term "primary" applies to 4-kV and 13-kV open wire or cable circuits which usually have a neutral conductor and which can supply single-phase load.

2. Construction

Before energizing a circuit at 13-kV, the construction shall be in accordance with the current 13-kV construction standards insofar as safe working conditions are concerned. Construction now operating at 13-kV shall be standardized as soon as practical.

3. Gloves and Sleeves - General

Work on (direct handling) energized 13-kV conductors or equipment shall be performed only from an insulating aerial-lift device or a platform. Rubber gloves and sleeves shall be used in accordance with the rules governing such use.

4. Gloves and Sleeves - Specific

Employees must examine their rubber gloves, leather protectors, and rubber sleeves, including an air test to their gloves, before use each day, after each meal period, and at any time it is suspected that any of them may have been damaged.

**DEFECTIVE GLOVES, PROTECTORS OR SLEEVES
MUST NOT BE WORN.**

A. Rubber gloves with leather protectors and rubber sleeves shall be worn:

(1) In an insulating aerial-lift device, if the intent of an ascent is to perform work at the primary level on energized 13-kV distribution lines or 13-kV distribution equipment. This applies from the time the ascent begins until the decent is completed.

Exception

If all work is completed at the primary level and rubber protective equipment is removed, on 13-kV distribution lines or 13-kV distribution equipment, a person may move to the secondary level, and position themselves in such a way that accidental reaching will not result in contact with 13-kV distribution lines or 13kV distribution equipment which are or may be energized, and then remove rubber sleeves to perform work.

(2) When on a ladder, in a tree or any elevated structure if the employee may be in such a position that accidental reaching may result in contact with 13-kV distribution line or 13-kV distribution equipment which are or may become energized. This applies from the time the ascent begins until the decent is completed.

(3) On any pole with 13-kV distribution lines or 13-kV distribution equipment which are or may become energized. This applies when within six feet of any conductor or equipment which is energized or may become energized.

(4) On the ground, on a mat, or in a vault when within six feet of any 13-kV distribution lines or exposed part of 13-kV distribution equipment which are or may become energized. Sleeves need only be worn for this type of

work when reaching over, through or around the above lines or equipment.

Exceptions to these general rules follow in Sections B and C.

B. Rubber gloves and sleeves need not be worn when:

(1) Replacing street lamps with an approved insulating lamp replacer.

(2) Replacing unbroken multiple street lamps and unbroken series street lamps supplied from IL transformers. If lamps are broken, rubber gloves with protectors must be worn.

(3) Replacing luminaire-mounted photo cells.

(4) Cleaning or replacing outer globes or reflectors during non-burning hours.

(5) On a splicer's platform, on a hydraulic-lift platform or on similar equipment, by a cable splicer working on unenergized equipment or circuit.

(6) Working on transmission which is cleared and grounded provided the employee is more than six feet above energized 13-kV distribution or is belted above the lowest transmission crossarm.

(7) All 13-kV conductors or 13-kV equipment are completely covered with a grounded metallic covering.

C. Rubber gloves and protectors shall be worn when:

(1) Operating 13-kV switches from the ground.

(2) Setting and removing poles in a line carrying energized spacer cable. In addition, pole guards shall be used in the presence of open-wire 13-kV primary with less than spacer cable type insulation.

(3) Only secondary work is to be performed and the employee's working position will not be within reach of 13-kV distribution lines or 13-kV distribution equipment which are or may become energized.

5. Work Practices - General

A. Only one phase of an energized 13-kV circuit shall be worked on at a time at any one location and all other conductors in the work area shall be covered with protective equipment. The conductor being worked on and all grounds in the work area shall be covered with protective equipment to the extent practicable.

B. Work may be performed simultaneously on the exposed conductors of different energized phases if the work locations are more than twenty feet apart.

C. Fuse cutouts, disconnect switches, oil switches and similar equipment shall be operated only with a switch stick at least six feet long. The above operations may be performed while spurred in the pole.

D. Protective equipment may be installed or removed on conductors of the energized 13-kV plant while spurred in the pole provided the conductors have spacer cable type insulation. If the conductors are not so insulated, protective equipment shall be installed from an insulating aerial-lift device, from an insulating platform or by use of live line tools.

6. Work Practices - Specific

A. Two qualified employees (Lineman/Linewoman - Grade 1 or Chief Lineman/Linewoman) are required at the working position to perform work on energized 13-kV distribution
on:

- (1) Multi-phase construction which involves:
 - a. Cutting into any conductor.
 - b. Handling any exposed conductor or tap.
- (2) Single-phase construction which involves:
 - a. Installing a tension connection.
 - b. Installing a tap between two energized conductors.
- (3) Any work which involves:
 - a. Replacing pins or pin-type insulators.
 - b. Tying or untying metallic ties on pin-type insulators.

B. Two qualified employees (Lineman/Linewoman - Grade 1 or Chief Lineman/Linewoman) are required at the work level when performing any work on energized single-phase 13-kV construction involving installation of a non-tension connection to a single energized conductor. The second employee may be spurred in the pole, but shall not handle any 13-kV while spurred in the pole.

C. Two qualified employees (Lineman/Linewoman - Grade 1 or Chief Lineman/Linewoman) are required at the job location on energized 13-kV construction when:

- (1) Installing or replacing fuses using a switch stick at least six feet long (permissible when spurred in the pole).

(2) Operating sectionalizing devices using a switch stick at least six feet long (permissible when spurred in the pole).

(3) Installing rubber protective equipment on energized conductors having spacer cable type Insulation (permissible when spurred in the pole).

(4) Installing or replacing spacers on energized spacer construction using an insulating aerial- lift device or platform.

D. Lineman/Linewoman - Grade 2 may take the place of either one of the two qualified employees in A or B above provided there is another qualified Lineman/Linewoman on the job. They may also perform the work in C above, but will not be assigned to perform it while alone on a pole or in the air.

E. Insulating aerial-lift devices are preferred for work on energized 13-kV construction and will be used when practicable.

F. Any secondary that interferes with the proper placing of a platform or would be in close proximity to the employee while working on energized 13-kV shall be "floated" from the pole.

John F. Tiberi

October 11, 2005
SOUTHERN DIVISION –
RELAY DEPARTMENT

On September 30, 2005, the Company and Union agreed to consolidate three letters of Agreement

involving Relay Department Employees from Southern Division. The Letters consolidated here are:

Operation of Relay Group Satellite Artificial Island - May 1, 1992

Assignment of Relay Technicians - Artificial Island - April 14, 1997

Transfers in Electric Distribution - Southern Division Relay Department - December 1, 2003

Assignment of Relay Technicians – Artificial Island

The Relay Technicians assigned to Artificial Island will remain as employees of the Electric Distribution Department. If any re-organization takes place that requires Relay Technicians to be assigned to the Nuclear Business Unit, the positions will be filled through a statewide posting that will note the positions are full time assignments in the Nuclear Business Unit. The Electric Distribution Relay Technicians will remain in their assignments at Artificial Island, until fully qualified Relay Technicians are found to replace them. Once replacement Relay Technicians are fully trained and qualified, the employees will return to Southern Division (Moorestown or Lawrenceville) as Relay Technicians. During periods of time when relay work is limited at Artificial Island, Relay Technicians assigned to Artificial Island may perform relay work in Camden Division. When so assigned, they may be required to remote report.

Transfers in Electric Distribution - Southern Division Relay Department

On November 13, 2003 the Company and Local Union 94 further discussed the mutual problem of transfers within the Southern Division Relay Department. During

subsequent discussions, both parties agreed to the following:

When a transfer is within the same occupational group it is determined by seniority in the classification.

The process for posting for IBEW Relay Technician positions within Southern Division is as follows:

Opening at Moorestown:

five day interest posting at Artificial Island,
six month posting at Moorestown,
five day interest posting at Lawrenceville,
six month posting at Lawrenceville,
ten day interest posting division wide,
five day interest posting statewide,
and the Career Link posting.

Opening at Lawrenceville:

six month posting at Lawrenceville,
five day interest posting at Moorestown and Artificial Island,
six month posting at Moorestown,
ten day interest posting division wide,
five day interest posting statewide
and the Career Link posting.

Opening at Artificial Island:

five day interest posting at Moorestown,
six month posting at Moorestown,
five day interest posting at Lawrenceville,
six month posting at Moorestown,
six month posting at Lawrenceville,
ten day interest posting division wide,

five day interest posting statewide
and the Career Link posting.

The amount of those permitted to transfer at any given
time will be based on operational needs. Once
employees are hired or transferred into an apprentice
position, the employee is locked into that position until
the completion of the apprentice program.

A team consisting of two management and two members
of Local 94 will meet, as needed, to resolve Artificial
Island - Relay Technician transfers on a case by case
basis to verify and oversee the transfer process.

John F. Tiberi

**LIST OF LETTERS
FROM THE COMPANY TO THE IBEW LOCAL 94**

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335	May 1, 1984	Job Specifications Artificial Island Generating Stations
335	May 1, 1989	Nuclear Department – Seasonal Employees
336	May 1, 1989	Operations Training – Nuclear Department - 80% Passing Grade
337	May 1, 1992	Nuclear Department – Article IV, Section F Modification
339	May 1, 1994	Nuclear Department Employees Who Fail to Obtain, Maintain or Re-Qualify for a Commercial Driver's License (CDL) Due to Medical Reasons
340	May 1, 1994	Filling of Automotive Technician (1740) Vacancies Within Nuclear Site Services

**LIST OF LETTERS
FROM THE COMPANY TO THE IBEW LOCAL 94**

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<u>Page</u>	<u>Date</u>	<u>Subject</u>
341	Jan. 27, 1997	Upgrading Assignments Nuclear Business Unit
343	June 8, 1998	Adjunct Instructor Nuclear Business Unit
345	Aug. 10, 1998	Nuclear Business Support Stock Handler Occupational Group
346	July 2, 2003	Letter of Agreement Nuclear Radiation Protection Department
347	May 1, 2005	Bonus for Nuclear Control Operators Holding an NRC License
348	May 1, 2005	Article III, Section F – Nuclear
351	May 1, 2005	New Shift Classifications– Nuclear
354	May 1, 2005	Nuclear Training Programs

**LIST OF LETTERS
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367	May 1, 2005	1987 Negotiations Resolution of Nuclear Issues
372	May 1, 2005	Nuclear Maintenance Department
376	May 1, 2005	Exception to Article IV- H Upon Completion of SRO Training
377	May 1, 2005	Interchangeability for the Nuclear Technician – Radiation Protection (1735) and Minor Maintenance Duties for the Nuclear Technician - Chemistry (1715) and Nuclear Technician – Radiation Protection (1735)
378	Oct. 10, 2005	Changes and Modifications to the Nuclear Planners and Schedulers Letter of Agreement

May 1, 1984

**JOB SPECIFICATIONS ARTIFICIAL
ISLAND GENERATING STATIONS**

This letter confirms the understanding reached during negotiation of the Agreement between the Company and the Union effective May 1, 1980.

The Company agrees to discuss with the Union prior to instituting any substantial changes required in the duties or qualifications of the Artificial Island job specifications that might be caused by future requirements of federal, state or local regulations.

M. C. Sawhill

May 1, 1989

**NUCLEAR DEPARTMENT
SEASONAL EMPLOYEES**

During negotiation of the Agreement effective May 1, 1989, it was agreed that Article IV, Section C would be modified for Nuclear Department seasonal employees as follows:

1. The retention period for temporary or "seasonal" employees has been extended by six months. If seasonals are retained for more than twelve consecutive months, they shall become permanent.
2. Seasonals will be subject to all requirements and duties of their job specification, including Area Maintenance where appropriate.
3. Seasonals will progress to the "B" pay step in accordance with P.I. No. 1.

4. Any seasonal who becomes a permanent employee will receive service credit for wage progression purposes up to one full year, in accordance with P.I. No. 1.

5. Seasonals will not be reassigned to other occupational groups except under the provisions of the Agreement. However, seasonals who are laid off may be rehired into a different classification.

C. E. McAdams

May 1, 1989

**OPERATIONS TRAINING
NUCLEAR DEPARTMENT
80% PASSING GRADE**

During negotiation of the Agreement effective May 1, 1989, it was agreed that a passing grade of 80% for the Nuclear Control Operator (1305) Training Course must be attained in each major section to successfully complete the course. It was also agreed a passing grade of 80% for the Nuclear Equipment Operator (1302) Fundamentals training module must be attained to successfully complete the module. All Nuclear Equipment Operators hired or transferred on or after 5/1/89 will be required, as a condition of remaining in Operations, to successfully complete the Fundamentals training module. Failure of the Fundamentals module twice will result in return from whence they came. All Nuclear Equipment Operators must successfully complete the Fundamentals training module as a requirement for promotion to Nuclear Control Operator.

C.E. McAdams

May 1, 1992

NUCLEAR DEPARTMENT

ARTICLE IV, SECTION F, MODIFICATION

During negotiation of the Agreement effective May 1, 1992, it was agreed that Article IV, Section F, as it applies to the Nuclear Department shall be modified as follows:

1. Classifications within the Nuclear Department shall be designated as being within "Group 1" or "Group 2."

a. Group 1 will include Custodian (1785), Stock Handler P&MC (1773), Tractor Operator - Nuclear (1755), Nuclear Worker (1510), Station Service Driver - Lab (1774) and Automotive Technician (1740).

b. Group 2 will include Nuclear Equipment Operator (1302), Radwaste Operator (1308), Fire Protection Operator (1310), Nuclear Technician - Mechanical (1505), Nuclear Technician - Controls (1508), SM - Electronic Technician (1571), Nuclear Technician - Chemistry (1715), Nuclear Technician Radiation Protection (1735), SM - Boiler Repair Mechanic (1503), SM - Electrician (1501), SM - Machinist (1502), and Calibration Technician-Intermediate (1572).

2. An employee in a Group 2 classification shall be eligible to transfer to any other Group 2 or Group 1 classification in accordance with Article IV, Section F. All present classification transfer restrictions apply.

3. Any employee entering the Nuclear Department in a Group 1 classification after May 1, 1989, shall have transfer rights to any other Group 1 classification in accordance with Article IV, Section F. In addition a Group 1 employee shall be given consideration for a Group 2 position for which he/she applies in accordance with Article IV, Section F1.

4. A Group 1 employee in classification prior to May 1, 1989, shall have preference in bidding to a Group 2 classification in accordance with Article IV, Section F.

5. It is understood that transfer rights under Article IV, Section F, only apply to entry level classifications.

6. Station employees may bid for positions in their home station or Nuclear Operations Services. All other employees may bid for positions in their home location, Nuclear Operations Services, or in the Stations. Those employed as of April 30, 1989, retain transfer rights under the current language of Article IV, Section F of the Agreement.

7. During the 1996 Negotiations the following Shift Classifications were developed: Shift-Nuclear Technician-Mechanical (1520), Shift-Nuclear Technician-Controls (1521), Shift-Nuclear Worker (1522) and Shift-Stock Handler (1775).

Vacancies within the Shift-Nuclear Technician-Mechanical, Controls and Nuclear Worker classifications will be first filled from employees of the shift classifications within the Station. If a vacancy still exists it will then be offered to existing day shift employees of the Maintenance Department of the Station. Subsequent vacancies will be filled in accordance with Article IV, Section F.

Vacancies within the Shift-Stock Handler classification will be first filled from the employees within the Stock Handler occupational classifications. Subsequent vacancies will be filled in accordance with Article IV, Section F.

C.E. McAdams

May 1, 1994

**NUCLEAR DEPARTMENT EMPLOYEES WHO FAIL
TO OBTAIN, MAINTAIN OR REQUALIFY FOR
A COMMERCIAL DRIVER'S LICENSE (CDL)
DUE TO MEDICAL REASONS**

The following reflects our agreement on the above captioned subject, the details of which were resolved by the Local Union and Industrial Relations personnel at the Nuclear Department.

Employees in the Tractor Operator – Nuclear (1755), Automotive Technician (1740), and Hoist Operator (1751) classifications who, due to medical reasons, fail to obtain, maintain or requalify for the required CDL and/or endorsements will be allowed to remain in classification unless the number of such employees reaches 30% of the Tractor Operator - Nuclear and Automotive Technician Normal Work Forces (combined), or 50% of the Hoist Operator Normal Work Force. At the time an employee fails to obtain, maintain or requalify for a CDL and/or endorsement raising the percentage to either 30% or 50%, as appropriate, at the Company's option, the following will occur.

Employees in these classifications prior to May 1, 1994, in the inverse order of seniority, will be returned to their former classification under the provisions of the Collective Bargaining Agreement or transferred to the entry level of another non-apprenticed occupational group which does not require a CDL and/or endorsements. When transferred to an entry level non-apprenticed classification, the employees will be transferred at their existing pay step, or the top pay of the new position, whichever is lower.

In the case of employees entering these classifications after May 1, 1994, in the inverse order of seniority, those

who transferred into the Yard Department will be returned to their former classification under the provisions of the Collective Bargaining Agreement. Those who were hired directly into the Yard Department will be transferred to the entry level of another non-apprenticed occupational group which does not require a CDL and/or endorsements, providing vacancies exist. When transferred to an entry level non-apprenticed classification, the employees will be transferred at their existing pay step, or the top step of the new position, whichever is lower. Should a vacancy not exist the employee will be discontinued.

The above procedure will be followed until the percentage falls below 30% or 50%, as appropriate.

Robert N. Turken

May 1, 1994

**FILLING OF AUTOMOTIVE TECHNICIAN (1740)
VACANCIES WITHIN NUCLEAR SITE SERVICES**

This letter reflects our agreement on the above captioned subject, the details of which were resolved by Local Union and Industrial Relations personnel at the Nuclear Department.

Should an opening occur within the Automotive Technician (1740) classification, within Nuclear Site Services, the Company will post a notice for 10 days. Applicants for the vacancy will be taken from the Tractor Operator - Nuclear (1755) classification and listed in order of seniority. Selections for positions will be made in accordance with Article IV E.2b. When the vacancy cannot be filled from the Tractor Operator - Nuclear classification, Article IV, E.2c shall apply.

Robert N. Turken

January 27, 1997

UPGRADING ASSIGNMENTS

NUCLEAR BUSINESS UNIT

This letter confirms our Agreement concerning upgrading assignments in the Nuclear Business Unit (NBU) and replaces the letter dated March 7, 1995. The details of this Agreement were resolved between local Union and Industrial Relations personnel at the NBU.

Employees may be upgraded to supervisory positions for periods of two weeks or more to replace supervisors who are off with pay, on leave of absence or physically unable to perform their normal duties. Such upgrading also may be assigned pending the filling of a vacancy.

Employees in the job classifications listed below may, within the employee's occupational field, be upgraded to a Lead position for one day or more to perform the following special assignments:

- job coverage during outages
- special projects
- training instructor
- contractor supervisory oversight
- planning and scheduling

List of Classifications

- 1506 - Nuc Tech - Mechanical - Welder
- 1507 - Nuc Tech - Mechanical - Machinist
- 1505 - Nuc Tech - Mechanical
- 1508 - Nuc Tech - Controls
- 1509 - Nuc Tech - Controls - Special
- 1716 - Nuc Tech - Chemistry - Spec
- 1715 - Nuc Tech - Chemistry
- 1736 - Nuc Tech - Radiation Protection - Special
- 1735 - Nuc Tech - Radiation Protection

1571 - SM - Electronic Technician
1573 - Calibration Technician
1310 - Fire Protection Operator - Nuclear
1740 - Automotive Technician
1751 - Hoist Operator
1770 - Chief Stock Handier - P&MC
1305 - Nuclear Control Operator
1302 - Nuclear Equipment Operator
1308 - Radwaste Operator
1510 - Nuclear Worker*

*Nuclear Workers shall only be upgraded to projects overseeing other Nuclear Workers.

Employees who are upgraded in accordance with the above shall receive 5% per hour above the top step of their regular job classification. Overtime shall be based on the upgraded rate. The above upgrading assignments shall be offered on a volunteer basis from a list of qualified employees.

Prior to making the above upgrading assignments, the department involved shall discuss the assignment with the local Union representative and provide the following information.

- a list of qualified employees
- specific assignment requirements
- method of employee rotation
- duration of each upgrade assignment not to exceed a predetermined amount
- overtime assignments in the employee's regular and upgraded job classifications

Upgrading of this nature should not be made if it causes an undue hardship to the remaining employees in the job classification. In cases where it is determined that an employee is not qualified for the above upgrading

assignments, the department shall discuss the reasons with the local Union representative. The Company and the Union will meet at the request of either party to resolve any misunderstandings or unforeseen issues.

John F. Tiberi

June 8, 1998

**ADJUNCT INSTRUCTOR
NUCLEAR BUSINESS UNIT**

This letter confirms agreement reached between the Company and the Union regarding upgrade assignment of personnel to adjunct instructor within the Nuclear Business Unit. The following outline covers the responsibilities of represented members who volunteer for assignment as an Adjunct Instructor.

The Adjunct Instructor assignments will be offered on a volunteer basis from a list of qualified employees. Prior to making the assignments, the Company shall discuss the training request with the Local Union representative and provide the following information:

- A list of qualified employees
- Specific assignment requirements
- Duration of each upgrade assignment
- Potential of required schedule conflicts
- Overtime that may be associated with the assignment

Employees who are selected to fill the Adjunct Instructor position will attend a preparation/certification course generally conducted locally, lasting approximately two weeks. While the Company will endeavor to offer such courses locally, circumstances may exist where individuals will attend training at another facility. In such cases, these individuals will be reimbursed for travel

expenses. Upon completion of the two-week preparation period the employee may request relief from the assignment.

Assignments will normally last six months or less, with the exception of Operations which may last up to eighteen months. Employees outside of Operations who develop and complete a training class, whether a complete module or a specific sub module, will normally be offered subsequent training assignments for that same material. The assignment will include the completion of all training and qualification needs for the employees.

Job responsibilities will include: obtain required certification for training, development of course material, presentation of material, development and testing of employees, coordination of and completion of OJT/OJE process, collection of feedback from employees and recommendations to the Joint Qualification Committee.

Issues pertaining to Adjunct Instructors training methods, qualification of personnel, and other related matters will be addressed by the Joint Qualification Committee.

While performing the Adjunct Instructor assignment, employees shall receive 10% per hour above the top step of their regular job classifications. During any employees initial assignment they shall receive 5% per hour and a 5 % lump sum for all instructor hours at the completion of the course. Any subsequent assignments the employee shall receive 10% per hour. Upon acceptance of any Adjunct Instructor assignment, it is anticipated employees will complete that assignment. Should an employee be removed, voluntarily or involuntarily they will no longer be considered for future assignment unless agreed to by the Joint Qualification Committee.

The Company will maintain all records and provide support as necessary to maintain required accreditation. The Company maintains final responsibility for qualification of employees. Represented members will not be asked to perform duties, which are in, or considered to be in violation of the NLRA.

John F. Tiberi

August 10, 1998

NUCLEAR BUSINESS SUPPORT

STOCK HANDLER OCCUPATIONAL GROUP

This letter confirm our Agreement regarding the Nuclear Business Support Stock Handler Occupational Group.

Shift Staffing Levels

The parties have agreed that the minimum and maximum staffing levels for the Shift Stock Handlers will be eight (8) and 16 positions in the Nuclear Business Unit.

Article III, Section F Schedules

It was agreed that the Stock Handler Occupational Group would not be assigned to the 10 1/2hour III-F schedules listed in Letter A-92, Section 2. However, under III-F conditions, this group independent of any other classification would be subject to the 8 1/2 and 9 1/2 hour schedules in accordance with Letter A-24.

John F. Tiberi

July 2, 2003

LETTER OF AGREEMENT

NUCLEAR RADIATION PROTECTION DEPARTMENT

The parties have agreed that employees within the Radiation Protection - Special (1736) classification in Site Services, in addition to their normal duties, will be trained in the setup, operation and repair of cameras used by the Radiation Protection Department within PSEG Nuclear organization. These employees will assume the work previously performed by and for the elimination of contractors.

Selected employees holding the Nuclear Technician - Radiation Protection Special (1736) classification within the Hope Creek and Salem Generating Stations, in addition to their normal duties, will be trained in the setup and operation of camera/television equipment.

Nuclear Technicians - Radiation Protection (1735) may adjust and replace cameras, and replace damaged cable and perform related assignments associated with the operation of the camera/television for the Radiation Protection Department. Additional support will be provided by the Nuclear Technician - Radiation Protection - Special (1736) classification within the stations.

Repairs outside the skills of the Nuclear Technician - Radiation Protection (1735) and Nuclear Technician - Radiation Protection Special (1736) classification will be provided by the Nuclear Technicians - Controls (1508) classification.

This agreement is a modification to the original agreement dated 8/10/99, Radiation Protection Technician - Special Camera and Television Assignment. Modifications to the scope of this

understanding will be discussed and agreed to by the Company and Union before becoming effective.

John F. Tiberi

May 1, 2005

**BONUS FOR NUCLEAR CONTROL OPERATORS
HOLDING AN NRC LICENSE**

Effective May 1, 2005, a bonus of \$3.10 per hour will be paid to Nuclear Control Operators who hold a valid Reactor Operator License. Nuclear Control Operators who hold a valid Senior Reactor Operators License will receive a bonus of \$4.00 per hour. Effective May 1, 2007, a bonus of \$3.60 per hour will be paid to Nuclear Control Operators who hold a valid Reactor Operator License. Nuclear Control Operators who hold a valid Senior Reactor Operators License will receive a bonus of \$4.50 per hour. In addition, if the holder of the license remains in operations and requalifies for the license on the first attempt during each qualifying period, a requal bonus of \$0.50 per hour will be paid. Failure to requalify on the first attempt will result in forfeiture of the \$0.50 per hour bonus for one (1) year.

Forfeitures of the bonus will be based on "individual" failures.

However, the bonus may be withheld when the operators cannot perform their duties for reasons such as, but not limited to periods of disciplinary suspension, failure to meet standards established for the operator requalification training program, medical disability which prevents their performing the functions of an operator or any other licensing requirements specified by the Nuclear Regulatory Commission.

The bonus will be paid weekly and will be included in overtime calculations.

John F. Tiberi

May 1, 2005

ARTICLE III, SECTION F-NUCLEAR

This agreement supercedes the previous agreement by the same title dated May 1, 1996.

Shift Schedules

1. 8-1/2 hour shifts

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

4:00p.m. to 12:30 a.m.

12.00 mid. To 8:30 a.m.

a. Any combination of two (2) of the three shifts outlined above will meet the "two or more shifts" requirement of Article III, Section F.

2. 10-1/2 hour shifts

Shift Hours

Meal Period

8:00 a.m. to 6:30 p.m.

12:00 noon to 12:30

10:p.m. to 8:30 a.m.

3:00 a.m. to 3:30 a.m.

a. The overtime portions of the 10-1/2 hour schedule will be: for the day shift, 4:30p.m. to 6:30 p.m., and for the night shift, 10:00p.m. to 11:00 p.m. and 7:30 a.m. to 8:30 a.m.

b. The 10-1/2 hour schedule may be implemented provided it is the only maintenance schedule implemented at that location, under III-F conditions.

c. The following schedule may be implemented in its entirety or in part at any time after discussion with the Union.

M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T
D	D	D	D	X	X	D	D	D	D	X	X	N	N	N	
N	N	N	N	X	X	N	N	N	N	X	X	D	D	D	
X	D	D	D	D	X	X	D	D	D	D	X	X	N		
X	N	N	N	N	N	X	X	N	N	N	N	N	X	X	D
N	N	N	N	N	X	X	N	N	N	N	X	X	D	D	
D	D	D	D	D	X	X	D	D	D	D	X	X	N	N	

Administration

1. Records

a. The Company will keep a permanent record of the number of nights worked under the III-F schedules. Nights will mean the first shift, 12:01p.m. to 8:30a.m., and the third shift, 4:00p.m. to 12:30 a.m. on the 8-1/2 hour shifts and 10:00p.m. to 8:30 a.m. on the 10-1/2 hour shift. This will include all nights, in the out of their home stations. All III-F shifts will be added to the III-F list at each generating station after the unit is returned to service.

b. It will be the general practice to rotate employees, working on III-F shifts, every two weeks on jobs which run three or more weeks in duration.

c. The Company will post a list of those employees who are assigned to III-F schedules.

d. One list will be compiled by craft of all employees within the Nuclear Maintenance Organization, with the exception of the Hope Creek specific Nuclear

Technician-Controls Technicians. Each employee will be designated as Salem, Hope Creek or Site Services. When a III-F assignment arises, employees will be chosen initially by their location and qualification. If the number of employees to support the III-F can not be obtained from a single site, the balance will be obtained by going back to the list and assigning low employees from other sites until all required manpower has been met. Employees last assigned will be the first released from the III-F assignment.

e. The Company will keep a permanent record of Nuclear Equipment Operators assigned under III-F conditions.

2. Overtime

a. The III-F assignments are part of the negotiated agreement and all employees assigned to these shifts will be expected to work the straight and the overtime part of the shifts, including sixth and seventh day, without discrimination. Consideration will be given to an employee's request to be excused.

b. Overtime not part of the III-F schedules, will normally be offered first to the home generating station maintenance groups.

c. All overtime hours will be added to the overtime list to keep the record reasonably current.

d. Employees notified to report for work under the provision of Article III, Section F while away from work outside the hours of their regular basis workday, will during the first period of their new assignment, be considered as working under the call-out provisions of the Agreement.

e. Holidays shall not be counted as one of the first two days for which employees are paid the applicable overtime rate for hours worked outside of their former regularly scheduled work hours.

f. Article III, Section N.2 applies when employees are temporarily transferred from their regular basic 5-day workweek schedule to another basic 5-day work week involving different days off during the first week (7days).

3. Work to be Covered on Day Shift

Work permitted under Article III, Section F will normally be covered on the day shift. However, departures from a planned schedule maybe necessary as a result of safety considerations or other conditions. Employees working III-F on Saturday or Sunday days, for straight time, and are required to work non-III-F qualified work will receive the appropriate penalty pay.

John F. Tiberi

May 1, 2005

NEW SHIFT CLASSIFICATIONS – NUCLEAR

During negotiation of the Agreement effective May 1, 1996, the parties agreed to establish the following new shift classifications. The job specifications and wage scale for these new positions is attached.

Shift - Nuclear Technician - Mechanical A to triple O prime pay step

Shift - Nuclear Technician - Controls A to double Q prime pay step

Shift - Stock Handler A to I pay step

Shift - Nuclear Worker A to double I prime pay step

1. Fixed shift and day shift employees from the following classifications may bid for those corresponding shift positions on a special 10 day posting. These employees that bid on the new shift classifications will remain in their present status until such time when the 12-hour schedule can be phased in. Fixed shift employees that do not bid on the new shift classifications will remain on their present fixed shift schedule until such time as the Company can fully implement the 12-hour shifts.

Nuclear Technician - Mechanical
Nuclear Technician - Mechanical - Welder
Nuclear Technician - Mechanical - Machinist
Nuclear Technician - Controls
Nuclear Technician - Controls - Special
Stock Handlers - P&MC
Nuclear Worker

2. A 12-hour shift schedule will be implemented consisting of a four (4) or five (5) shift rotation in accordance with the existing 12-hour shift agreement.

3. The Company may implement a combination of fixed and 12-hour shifts schedules until such time as the 12-hour shift schedule can be fully staffed.

4. All other employees will have an opportunity to bid for the new shift classifications on a second special 10-day posting in accordance with Article IV, Section F.

5. Employees in the Shift - Nuclear Worker classification that have successfully completed the appropriate pre-employment test may be provided, on a case by case basis, assistance in successfully completing a test-out that would provide them with preference for bidding into Nuclear Technician - Mechanical and Nuclear

Technician - Controls in accordance with Article IV, Section F.

6. These new shift classifications will not be subject to Article III, Section D, Article III, Section F or interchangeability.

7. The following was revised during 2005 negotiations and provides the minimum and maximum staffing levels. The revised minimum staffing levels will be become effective 1/1/06. The minimum staffing levels will be achieved through attrition or through discussion with the Union. If the Company decides that the minimum or maximum number in any classification needs to be changed, the parties

MINIMUM AND MAXIMUM STAFFING LEVELS FOR SALEM AND HOPE CREEK

	<u>Mechanical</u>		<u>Controls</u>		<u>Stock Handler*</u>		<u>Nuclear Workers</u>	
	2	4	2	6	2	4	2	4
	2	4	2	6	2	4	2	4
	2	4	2	6	2	4	2	4
	2	4	2	6	2	4	2	4
	2	4	2	6			2	4
Total	10	20	10	30	8	16	10	20

* The Shift - Stock Handler classification will utilize the Fire Protection Operator - Nuclear four (4) shift 12 hour schedule.

John F. Tiberi

May 1, 2005

NUCLEAR TRAINING PROGRAMS

During negotiation of the Agreement, effective May 1, 2005 it was agreed to modify the Nuclear Training Programs. It is the intent of the parties to provide a training program that supports the necessary skills to perform tasks at a nuclear facility in an open learning environment. The parties have reached agreement on the principles of the on the job training (OJT) and task performance evaluation (TPE) training program with the following understanding;

1. The proposed training programs for all classifications will be reviewed and revised to better reflect training done within the nuclear industry and will include classroom and on the job training which may take a form other than the present format.

2. A Modular Training Program designed using the Systematic Approach to Training (SAT) Process will remain as the guideline for satisfying training. The "two failure rule" is modified to reflect a change in the approach to training and will be incorporated in the Joint Qualification Charter. The Joint Qualification Committee shall continue its efforts to satisfy the needs of the Company, the Union and employee in making recommendations for additional training, change of classification or rate of pay and responsibility within a classification. The Committee will also resolve qualification issues caused or raised by either party regarding task lists, course and examination content in a timely manner.

4. All represented employee will attend OJT/TPE training with the anticipation they may be selected to perform OJT/TPE evaluations. It is the intention of the parties to use employees interested in performing the

OJT/TPE function and that there will be sufficient number of qualified employees to support the program. There will be no adverse affect on those employees not selected to perform these functions. Participation in the OJT/TPE process is on a volunteer basis.

5. Effective May 1, 2005 the passing criteria of 80% will be established for all training programs under the Joint Employee Qualification Charter. Affected classifications will perform the OJT/TPE function starting at the "H" pay step. Steps "H" through the top step for the affected classifications will be increased by \$.35 per hour. The Company will provide supervision to oversee the program. Represented employees who perform OJT/TPE responsibilities will not be asked to performed duties which are in violation of the NLRA.

6. Employees who are on-site or at the training facility will not be subject to disciplinary actions as a result of their performance during the OJT/TPE process.

7. IBEW Local Union 94 will designate representative(s) who will become members of any Training Committee and Joint Employee Qualification Committee.

Accredited/Apprenticeable Training programs will be established for:

- (1302) Nuclear Equipment Operator
- (1305) Nuclear Control Operator
- (1310) Fire Protection Operator
- (1505) Nuclear Technician – Mechanical
- (1506) Nuclear Technician – Mechanical Welder
- (1507) Nuclear Technician – Mechanical Machinist
- (1508) Nuclear Technician – Controls

- (1509) Nuclear Technician – Controls – Special
- (1510) Nuclear Worker
- (1520) Shift – Nuclear Technician – Mechanical
- (1521) Shift – Nuclear Technician – Controls
- (1522) Shift – Nuclear Worker
- (1571) Nuclear Technician – Electronic Technician
- (1572) Calibration Technician – Intermediate
- (1573) Calibration Technician
- (1715) Nuclear Technician – Chemistry
- (1716) Nuclear Technician – Chemistry – Special
- (1735) Nuclear Technician – Radiation Protection
- (1736) Nuclear Technician – Radiation Protection – Special
- (1755) Tractor Operator Nuclear

The Modular Training Program is divided into four sections:

Indoctrination Section – For employees within the first six months in classification

Common Section – For employees within the first four and five years in classification

Advanced Section – For employees within the first six-seven years in classification

NOTE: It is the Company's intention to provide training in the time frames listed above. Operating needs may result in modification of actual period of training.

Special Training Section – For employees who have successfully completed common and advanced sections

and have been selected for one of the following classifications:

- 1506 Nuclear Technician – Mechanical (Welder)
- 1507 Nuclear Technician – Mechanical (Machinist)
- 1716 Nuclear Technician – Chemistry (Special)
- 1736 Nuclear Technician – Radiation Protection (Special)
- 1509 Nuclear Technician – Controls (Special)

NOTE: Selection for (1509) Nuclear Technician – Controls (Special) will be determined by the successful completion of the required system training. Selection for (1506) Nuclear Technician Mechanical (Welder), (1507) Nuclear Technician Mechanical (Machinist), (1716) Nuclear Technician Chemistry (Special) and (1736) Nuclear Technician Radiation Protection (Special) will be in accordance with Article IV, Section E2a.

All employees entering one of the Job Classifications which use the Modular Training format will be required to participate in the Modular Training Program. Wage progression and wage progression dates as established for the Maintenance, Chemistry and Radiation Protection, Fire Protection, Site Maintenance and Operations classifications will continue uninterrupted during the entire Modular Training Program, provided the employee has successfully completed each module when offered.

The modules will be divided into formalized classroom and/or shop sessions at a Training Center or at designated locations and hands-on training at the trainee's home station, although some modules may be conducted only at a Training Center if this proves to be more effective. In order to use home station training periods to clarify and impress upon each trainee the material learned during center training periods, some

modules could consist of more than one center training period and more than one home station training period.

During the center and the on site training, the trainees will be expected to demonstrate their knowledge and proficiency. There will be classroom quizzes and project demonstrations for which trainees will be given a grade to indicate their progress.

A passing grade of 80% must be attained in each module to be considered as having successfully completed that module. Employees presently in classification will be trained and provided if necessary, remediation to assist the employee in passing the module. Employees who do not successfully complete a module on the first attempt will be allowed to attend the next scheduled offering of that module. Employees who fail a module on the first attempt will have their wage progression and progression date delayed for a period of six months.

An employee in one of the station classifications that were revised in 1987 negotiations who does not successfully complete training will be returned to their former classification and pay status and progress to the to step of that classification. Such an employee would work to the job specification of that classification.

Employees hired into the (1508) Nuclear Technician - Controls, (1505) Nuclear Technician - Mechanical, (1715) Nuclear Technician - Chemistry or (1735) Nuclear Technician - Radiation Protection, Shift - Nuclear Technician - Controls (1520), Shift - Nuclear Technician - Mechanical (1521) on or after May 1, 1987, who do not successfully complete training will be discontinued.

Employees in the Electrician, Machinist, or Boiler Repair Mechanic positions prior to May 1, 1989, will attend classes as continual training.

(1302) Nuclear Equipment Operator: Modular Training Program for operators within the first five and one-half years in classification. Training Program outlines in existence prior to 1989 Negotiations will be divided into segments reflecting the Modular Training format. Equipment Operators shall not attend the appropriate module for tagging before the "G" pay step. Equipment Operators shall obtain the Black Seal License before progressing to the double "I" prime pay step. Equipment Operators shall obtain the Blue Seal License before advancing to the double "K" prime pay step. If either license is not obtained by the designated pay step, wage progression shall cease until the seal is obtained. A new wage progression date will be assigned effective the Sunday following the day the appropriate seal is received by the station. An employee whose wage progression date has been delay size (6) months due to failure of a module, on the first attempt and during this period obtains the required license will not have his/her effective wage progression date extended beyond this six month period.

Nuclear Equipment Operators who fail one module twice or two modules once, except as provided in the Joint Qualifications Charter, will transfer to Tractor Operator – Nuclear, without loss of pay if they are below the "F" pay step and then proceed on that wage progression scale to the top step of Tractor Operator contingent upon successful completion of the Modular/Course, when offered. If above the "F" pay step their rate will be reduced to the "G" step and thereafter continue wage progression to the top step of Tractor operator contingent upon successfully completing the modular

course, when offered. Failure of the modular course twice will result in permanent reduction to the "F" step.

A passing grade of 80% must be attained in each module to be considered as having successfully completing that module.

Nuclear Equipment Operators will progress to the "O" triple prime pay step. Upon successful completion of the NRC administered fundamental exams or at the start of the Reactor Operator Systems Training, the Nuclear Equipment Operator will progress to the "P" double prime pay step. Nuclear Equipment Operators that do not pass the Reaction Operator Systems training will be returned to the "O" triple prime pay step.

Additionally, Nuclear Equipment Operators will be provided two (2) opportunities to complete Fundamental and Systems training. However, class complement will be limited to two (2) Nuclear Equipment Operators with a prior failure. To adjust for they delay, Nuclear Equipment Operators will have their Nuclear Control Operator seniority date adjusted. Nuclear Equipment Operators promoted to the Nuclear Control Operator (1305) classification will have their training reviewed to determine the amount of system review required prior to starting Reactor Operator training.

Any employee who transfers into Nuclear Equipment Operator after May 1, 1989 from an apprenticeable group will transfer at the "E" pay step. Employees transferring from a non-apprenticeable group into Nuclear Equipment Operator and will do so at the "D" pay step.

Should the number of Nuclear Equipment Operator's who have failed the Advanced Course reach 50% of the normal force, the failed employee may be transferred to

the entry level of another occupational group for which the employee has passed the pre-employment test, providing vacancies exist. The employee will then be given one opportunity to pass both the Apprentice and Advanced Course of the new occupational Group. If there are no vacancies in another Apprenticeable Occupational Group or if the employees fail the additional opportunity to qualify then, at the Company's discretion, they may be transferred to the entry level classification of a Non-Apprenticeable Occupational Group. When transferred to any entry-level classification, the employee will be given the top pay step of that classification.

The following section applies to Nuclear Control Operator Training only, (1305) Nuclear Control Operator Advanced Course (non modular): The Advanced Course provides training for the top job classification in the Operations Department. All promoted to the Nuclear Control Operator position will be required to successfully complete the course following promotion.

In order to provide a large enough group of trainees to hold effective classroom sessions, the Company expects to promote to the Nuclear Control Operator classification as the needs of the business dictate. To accomplish this, vacancy notices will be posted for each position even though the current number of employees in that position is at or above the normal work force. As in the past, here there is a vacancy below the normal work force, the vacancy will be filled according to the normal working force letter to the IBEW Local 94 dated June 16, 1944. The successful applicant for the vacancy will be required to attend and successfully complete the next advanced course that is available.

The training period and course material for each course will be established based on the need for the trainees to reach a satisfactory level of proficiency in the classification. Major sections will be developed for both Salem and Hope Creek Stations and the Company will discuss these before they become effective. The Joint Qualifications Committee has been assigned the task of developing the major sections.

The courses will be divided into classroom sessions at a Training Center and training at the trainee's home station. Although some courses may be conducted only at a Training Center, if this proves to be more effective. In order to use station training periods to clarify and impress upon each trainee the material learned during the center training period, some courses could consist of more than one center training period and more than one station training period. Simulator training may be substituted for the normal station training if this method achieves better results.

During the center and the on-site training, the trainees will be expected to demonstrate their knowledge and proficiency. There will be classroom tests and project demonstrations for which trainees will be given a grade to indicate their progress.

Nuclear Control Operators stating advanced courses after May 1, 1989, will be required to successfully complete each major section with an average grade of 80%. If they fail to do so, they will be dropped from the program and will be considered to have failed the course.

Nuclear Equipment Operators, selected in accordance with article IV, Section E2a for Nuclear Control Operator classification will be promoted to Q" pay step and

provided one complete opportunity to pass the remaining Reactor Operator training. It is understood the Nuclear Control Operators will be provided remediation, if necessary, to ensure successful completion of the program. Failures will be reviewed on a case by case basis by the Joint Qualification Committee.

Employees who are demoted after their second failure to re-qualify will not be considered eligible for any future promotion to that job classification

(1301) Fire Protection Operator – Nuclear – The modular Training program will be formalized as soon as practicable and implemented after discussion with the Union. The basis for the training curriculum will be the current May, 1987 Fire Protection Operator – Nuclear Job Specification. Fire Protection Operators – Nuclear, in classification prior to May 1, 1987, must attend the Modular/Training Program but will not be demoted due to failure of the Training Program.

A Fire Protection Operator – Nuclear will progress to the top of Fire Protection Operator at six month intervals. Employees will perform work as trained. All Modular Training normally will be completed in the first three years in classification. A skip step will be given upon completion of the indoctrination module or six months after entering the classification. In no case will a skip step result in a pay level about the "C" pay step and no pay step will be paid for completion of the remainder of the Fire Protection Modules.

Employees in classification prior to May 1, 1987 who fail any module twice or two different modules once will no progress past the "G" pay step and will be governed by the former fire fighter job specifications. Employees hired into the Fire Protection Operator classification after May 1, 1987, who fail the indoctrination module once or

any subsequent module twice, or any two modules once will be terminated.

Employees hired prior to May 1, 1987, but transferring on or after May 1, 1989, who fail the indoctrination module may be returned to their former classification. Employees hired prior to May 1, 1987, but transferring on or after May 1, 1987, who fail any module twice or any two modules once will not progress past the "G" pay step.

To be considered as having successfully completed the Modular Training Program employees must maintain an average grade of 80% or more in each module.

(1571) SM – Electronic Technician – A Training Program will be formalized as soon as practicable and implemented after discussion with the Union.

(1572) Calibration Technician – Intermediate – A Training program will be formalized as soon as practicable and implemented after discussion with the Union.

(1755) Tractor Operator Nuclear - A Training program will be formalized as soon as practicable and implemented after discussion with the Union.

NON-APPRENTICE TRAINING PROGRAM

(1771) Stock Handler – Special NSS – A Training Program will be formalized as soon as practicable and implemented after discussion with the Union. The basis for Training Curriculum will be the Stock Handler – Special – NSS job specification along with the guidelines agreed to during the Negotiation of this classification. There will be two opportunities to successfully compete

this course. Those employees who do not successfully complete this course will be returned to the Stock Handler – P&MC classification.

Re-qualification Training

Employees are required to maintain their level of proficiency. Re-qualification training is the mechanism through which employees are assisted in this requirement. Employees are required to keep pace with technological change. Training will be provided to assist employees in this requirement.

General

Matters pertaining to changes in course content, course duration, size of classes, simulator schedules and setting standards of achievement will be conducted using the SAT process and approved via the training committee processes and will be discussed with the Union before becoming effective.

The standards of achievement may take the form of practical or written tests and/or demonstrations, which show and explain the construction, operation, repair and installation of power plant equipment.

Workshops, seminars, and mini-courses will be expected to be presented at the Training Centers or at other stations.

Employees are expected to travel to the Training Centers when assigned on their own time and using their own transportation except that a travel allowance will be provided for each round trip from their home station to the training center as specified in the travel allowance letter.

Employees who are assigned to stations other than their home station for training will be provided a travel

allowance for each trip from their home station to the station as specified in the travel allowance letter.

Once an employee of the Nuclear Technician – Mechanical, Nuclear Technician – Chemistry or Nuclear Technician Radiation Protection enters the Modular program, he/she is not eligible for future transfer for four years. Only one transfer from an occupational group to another occupational group will be permitted. Exceptions to this policy will be reviewed on a case-by-case basis by the Joint Qualifications Committee.

Equipment Operator – Nuclear employees will not be eligible for future transfer for a six and one-half year period. Employees in operations prior to May 1, 1989 will be credited for the time in classification towards the lock-in period.

The Joint Qualification Review Committee will meet periodically to discuss any major problems that may develop during the term of the Agreement.

Any employees promoted prior to May 1, 1980 who is required by either governmental regulations, code requirements or accepted Industry Standards of proficiency to re-qualify on their first attempt will be required to attend the next Re-qualification program. Employees, who fail to re-qualify on their second attempt, will be demoted to their former intermediate classification.

John F. Tiberi

May 1, 2005

1987 NEGOTIATIONS

**RESOLUTION OF NUCLEAR
DEPARTMENT ISSUES**

During negotiation of the Agreement effective May 1, 2005, the following were jointly agreed to:

1. Stock Handlers-P&MC - All present Stock Handlers-P&MC have been merged into a common seniority list. The five (5) senior Stock Handlers-P&MC at Salem and Hope Creek are Salem and Hope Creek specific. These station specific employees shall not be required to work at their sister station but may be assigned to the common facilities when there is no need for them in the Storeroom. When any of these station specific employees leave their positions they will not be replaced with station specific employees. All other employees are termed "common" and assignable to any facility serviced by Material Control. Station Service Drivers-P&MC shall be "common" and will work down as Stock Handlers-P&MC in the warehouse only. Upon implementation of the Shift - Stock Handler classification, any remaining fixed shift Stock Handlers will go to days, however, the Station Service Driver position will remain on the fixed shift. Stock Handlers in P&MC in classification prior to May 1, 1987, who wish to bid to another occupational group shall be given preference on the six month posting until a vacancy occurs in a group for which they have expressed interest and have passed the pre-employment test.

1. Employees are subject to interchangeability between Hope Creek and Salem Generating Stations to perform work of their classification for which they are trained and qualified. Excluded from interchangeability are Shift Nuclear Technician - Mechanical (1520), Shift Nuclear Technician - Controls (1521), Shift Nuclear Workers

(1522) and Nuclear Control Operators (1305). Nuclear Technician – Chemistry (1715) and Hope Creek specific Nuclear Technician – Controls will be subject to interchangeability under III F conditions unless there are contractors, working in their Department doing work of their classification, and under the direct supervision of the Department are still working from the sending station (example I&C Technicians at Hope Creek). The exception will be in emergencies after discussion with the Union regarding a qualified Employee. Specifically excluded are GPMA contractors or fixed price contractors. This does not preclude employees from delivering, picking up material, paperwork, and equipment from any other Nuclear Business Unit location. Nuclear Equipment Operators on an interchangeability non-III F assignment will work the 12-hour shift schedule of their home station, unless it is not in effect at which time they will work the non-III F schedule of their home station. Nuclear Equipment operators on a III F assignment will work the 12 hour shift schedule of the receiving station, unless it is not in effect at which time they will work the III F schedule of the receiving station. The parties recognize the safety implications and agree to raise to third step of the grievance process any safety concerns regarding this type of assignment. Employees will not be subject to interchangeability when contractors, working in their Department, doing work of their classification, and under the direct supervision of the Department are still working in the sending station (example Bogan I&C Techs at Hope Creek), except in emergencies after discussion with the Union regarding essential work requiring a qualified PSE&G employee. Specifically excluded are GPMA contractors or fixed price contractors. This does not preclude employees from delivering, picking up material, paperwork, equipment, escorting radioactive material, etc. from any other Nuclear Business Unit location.

Nuclear Equipment Operators will perform duties such as:

- I. switchyard clearance tagging
- II. circulating water and support system clearance tagging
- III. lubrication and greasing of equipment
- IV. second verification of valve position or test parameters
- V. support draining of systems within tagged boundaries
- VI. auxiliary boiler operation
- VII. truck deliveries of consumables such as fuel oil, H₂, N₂ and CO₂, etc.
- VIII. run temporary equipment like temporary air compressors or pumps for dewatering
- IX. select tagging on low voltage equipment (600 volts or below) for support systems

3. Present Grade 1 and Grade 2 employees who do not successfully complete the Modular Training Program will be returned to their former Grade 1 or Grade 2 classification and pay status. They will no longer be subject to interchangeability between Stations.

4. Once an employee enters the Modular Training Program he/she is not eligible for future transfer for four (4) years. Only one transfer from one occupational group to another occupational group will be permitted. Exceptions to this policy will be reviewed on a case by case basis by the Qualifications Committee.

5. Transfer of Whole Body Counter and Respirator Fit Booth - The Company agrees to transfer responsibility for operation of the Whole Body Counter and Respirator Fit Booth. This transfer shall take place no later than June 1, 1988.

6. Lifetime Radiation Dose Level - The Company agrees not to lay off or discontinue any employee due to the employee reaching maximum allowed lifetime radiation

dose. Such employees may be temporarily reassigned to other classifications. If such other classification carries a maximum pay rate which is lower than the employees present pay rate, the employee may be temporarily reduced in rate.

7. Nuclear Technicians - Controls may be scheduled under this provision to support other Controls Technicians up to the "I" pay step. After arriving at the "J" pay step they may also be scheduled under the provisions of Article III, Section D.

8. a. Employees in the Nuclear Technician - Mechanical classification will perform machining and welding of the former Station Mechanic skill level, with the exception of:

1. Milling Machine
2. Surface Grinder
3. Field Machining

b. Employees in the Nuclear Technician - Mechanical classification prior to April 8, 1988, are not required to successfully complete either the Machining or Welding Training Modules to remain in their present classification.

c. Promotion to either Nuclear Technician - Mechanical - Machinist (1507) or Welder (1506) will be in accordance with Article IV, Section E. Employees must successfully complete the Machining Module (1106) to be considered for Nuclear Technician - Mechanical - Machinist (1507) or Welding Module (1105) to be considered for Nuclear Technician - Mechanical - Welder (1506).

d. All employees, either hired into or transferring into the Nuclear Technician - Mechanical classification, on or after April 8, 1988, are required to successfully complete either the Machining or Welding Training Module to

remain in the Nuclear Technician - Mechanical classification.

e. The Training Module for Machining and Welding will be given as part of the Advanced Section of Training for the Nuclear Technician - Mechanical classification.

9. Employees in the Electrician or Shift Electrician classification, prior to May 1, 1987, must complete 66 days of Systems Training to remain a Nuclear Technician - Controls (1509) and be paid "O" pay step.

All other employees must complete 110 days of Systems Training to remain a Nuclear Technician - Controls (1508) and be paid "P" pay step.

Employees must complete 150 days of Systems Training to become a Nuclear Technician - Controls - Special (1509) and be paid "P" (prime) pay step. When the normal workforce for the classification falls below 5, employees who have completed 110 days of Systems Training and have been at the "P" pay step for at least one year, in order of seniority, shall be promoted to meet the normal work force level.

10. Nuclear Control Operators in classification prior to May 1, 2005 will not be required to perform the additional duties of the Nuclear Equipment Operator agreed upon during the 2005 Negotiations, namely:

- Perform M &TE gauge installation and removal in support of the Operations Department systems and surveillance and the taking of vibration data.
- Perform routine potential checks during tagging of equipment on Motor Control Centers (600 volts or less) where no disassembly is required. All future Nuclear Control Operators will be expected to perform such duties.

John F. Tiberi

May 1, 2005

NUCLEAR MAINTENANCE DEPARTMENT

This letter reflects the agreement reached between the parties regarding the transition of the station specific maintenance organizations to the Nuclear Maintenance, a single site wide maintenance organization. It is the intent for the Company and the Union to perform maintenance work in the most efficient manner and to reduce reliance upon contractors. The Company's intent is to transition new work as employees become trained and qualified.

Nuclear Maintenance will consist of the following classifications in accordance with Exhibit A:

- Nuclear Technician - Controls - (1508) pay step A through P" (double prime).
- Nuclear Technician Controls Special - (1509) pay step P"" (triple prime).
- Nuclear Technician Mechanical Welder - (1506) pay step 0" (double prime). This classification has incorporated the new work of non-destructive examinations (NDE), excluding x-rays. Examples include, visual inspections of welds, dye penetrant testing, ultrasonic testing and magnetic particle testing.

See the attached new specification.

- Nuclear Technician Mechanical Machinist - (1507) pay step 0" (double prime).
- Chief Technician - Controls (new classification) pay step Q" (double prime) and R" (double prime).

All employees will be selected from within Nuclear Maintenance in accordance with Article IV, Section E, 2b. The initial normal work force number will be 6.

- Chief Technician - Mechanical - (new classification) pay steps 0" (double prime), P" (double prime) and Q" (double prime). All employees will be selected from within Nuclear Maintenance in accordance with Article

IV, Section E, 2b. The initial normal work force number will be 6.

• It has been agreed to provide for upgrading to Chief positions due to an increase in the workload up to a maximum of 528 hours per year. This maximum applies separately to each Chief classification regardless of the number of employees in each position. If the 528-hour maximum is exceeded, the Company will agree to fill a position in the respective Chief classification. Upgrading for the reasons of Article V, Section C. I shall continue to be administered in accordance with the terms of the Agreement; such upgrading is not included in the 528 hour maximum.

• Nuclear Technician - HVAC (new classification) J" (double prime) pay step through P" (double prime). This specialized classification will perform the highest level of HVAC work. The classification will be filled initially with those employees who have a background in either technical or HVAC with the refrigerant license. Employees will be selected, in service order, from the Nuclear Maintenance feeder groups of Nuclear Technician - Controls (1508) and Nuclear Technician - Mechanical (1505), not to exceed 60% of either classification. The minimum training requirement for transfer is completion of Module 210 and 220. See the attached new job specification. The normal work force number will be 7.

Station employees that transfer to Nuclear Maintenance will be placed on the seniority list, in service order, after existing Nuclear Site Services employees. Employees electing not to transfer to the new organization will remain in their current position and status. During the transition, the normal work force number will be adjusted to reflect the number of personnel transferring to Nuclear Maintenance. However, the normal work force will be

reduced to zero (0) in the stations when there are no longer employees in those classifications.

Overtime:

Employees will be asked for overtime based on Station specific overtime lists. Salem Mechanical, Salem Controls, Hope Creek Mechanical, Hope Creek Controls and Site Services Controls. Management will allow for consideration for filling forced overtime shifts with a qualified volunteer from one of the other overtime lists.

Article III, Section F:

The III F list will be one list compiled of all eligible employees at the entire site. Each employee will be designated as Salem Mechanical, Salem Controls, Hope Creek Mechanical, Hope Creek Controls and Site Services Controls. When a III F assignment arises, employees will be chosen by their designation. If the required number of employees cannot be obtained from a single site, the balance would be obtained by going back to the top of the list and assigning employees from the other sites, in accordance with the III F provisions of the CBA, until all required needs were met. Employees returning to their regular schedule will do so in reverse order of being placed on a III F schedule.

The Company will provide a one (1)-time incentive, payable upon transfer, as described in the chart below:

Existing Location	Current Title	Current Top Pay Step	Now Top Pay Step
Salem/Hope Creek	Nuclear Technician - Controls	P*	Q*
Salem/Hope Creek Special	Nuclear Technician - Controls P** Q**		
Salem/Hope Creek	Nuclear Technician - Mechanical	N*	O*
Salem/Hope Creek	Nuclear Technician - Mechanical - Welder	O*	P*

Salem/Hope Creek	Nuclear Technician - Mechanical - Machinist	O*	P*
Salem/Hope Creek	Shift Nuclear Technician - Mechanical	O**	O**
Salem/Hope Creek	Shift Nuclear Technician - Controls	Q*	Q*
Nuclear Services	Nuclear Technician - Controls *	P*	Q*
Nuclear Services	Nuclear Technician - Mechanical	N*	O*
Nuclear Services	Nuclear Technician - Mechanical - Welder	O*	P*
Nuclear Services	Nuclear Technician - Mechanical - Machinist	O*	P*

NOTE: Employees, not at the top step of their respective classifications, will progress to the top pay step.

Employees at the top pay step will receive the incentive immediately.

*Only if these employees elect to be responsible for station specific systems.

The Following Process Will Be Used:

1. Technician - Controls and placed on the seniority list, in order of service, before any transfers from either station.
2. Affected Nuclear Site Services employees will progress to the applicable wage as described in the chart above.
3. Shift Nuclear Technician - Control (1520) and Shift Nuclear Technician - Mechanical (1521) will have an opportunity to transfer to the new Nuclear Maintenance classifications, in order of seniority after their respective non-shift classification, as described above. Paper transfers will be provided to employees who will be unable to transfer.
4. All Nuclear Technician - Control, Specials and Nuclear Technician - Mechanical, Machinists and Welders will have an opportunity to bid to Shift Nuclear Technician - Control (1520) and Shift Nuclear Technician - Mechanical (1521) positions. Paper transfers will be provided to employees who will be unable to transfer.
5. All Salem and Hope Creek Nuclear Technician - Controls, Specials and Nuclear Technician - Mechanical,

Welder and Machinist employees will have an opportunity to transfer to the new Nuclear Maintenance classifications as described above.

Future Vacancies:

- Future vacancies that become available in the Shift Nuclear Technician – Control (1520) and Shift Nuclear Technician - Mechanical (1521) positions will first be offered to the shift employees of the station and then to Nuclear Technician - Control and Nuclear Technician - Mechanical that are remaining in the station.
- All other vacancies will be filled in accordance with existing terms and conditions of the CBA.

All other terms and conditions of the existing Collective Bargaining Agreement apply during this transition.

The Company will provide each employee affected with an offer letter commensurate with this letter of understanding in June 2000, a second offer letter will be provided in July 2000 and the final offer in August 2000 with transfers completed by early September, except for Shift classifications. At the completion of the August bids, the incentive will no longer be provided to future transfers. The parties agreed to meet and discuss any issues that arise from the implementation of this Agreement.

John F. Tiberi

May 1, 2005

**EXCEPTION TO ARTICLE IV - H
UPON COMPLETION OF SRO TRAINING**

During the negotiation of the Agreement effective May 1, 2005, the parties agreed that an exception to

Article IV–H for Nuclear Control Operators promoted into supervision. This exception only applies when the employee is promoted to supervision at the start of the SRO Program. The employee who is promoted to Supervision and completes the SRO Training Program may be returned to the Bargaining Unit in the three-month period after completion of the required training. All other provisions of Article IV–H apply.

John F. Tiberi

May 1, 2005

**INTERCHANGEABILITY FOR THE NUCLEAR
TECHNICIAN - RADIATION PROTECTION (1735)
AND MINOR MAINTENANCE DUTIES FOR THE
NUCLEAR TECHNICIAN – CHEMISTRY (1715)
AND NUCLEAR TECHNICIAN - RADIATION
PROTECTION (1735).**

During the negotiation of the Agreement, effective 5/1/05, the parties agreed to the following changes in job specifications for the classifications listed above:

1. The Nuclear Technician – Radiation Protection (1735) can be assigned work in either plant at any time throughout the year.
2. The Nuclear Technician – Radiation Protection (1735) or the Nuclear Technician – Chemistry (1715) can be assigned to minor maintenance duties or household type of maintenance on department-operated systems. Examples of minor maintenance duties to be performed by the technicians include duties such as: general painting within the department (office, shop, work areas); assembly of Kelly Buildings/enclosures; assembly of various office/shop equipment, furniture, cabinets, work benches; replace ceiling tiles, install floor

files; install white boards, pictures, etc. and other similar minor maintenance duties that does not require additional training or qualifications.

3. In addition to the minor maintenance duties list above, the Nuclear Technician – Chemistry (1715) can be assigned to duties such as repairing and replacing valves 2" or smaller; replacement of chart paper on all chemistry systems; clean and adjust flow raters; small instrument soldering; battery change-out on chemistry metering equipment and fork lift qualifications.

4. The wages are adjusted in Exhibit A

5. This letter does not change in any way the interchangeability assignments for Chemistry Technicians under III-F conditions.

John F. Tiberi

October 10, 2005

CHANGES AND MODIFICATINS TO THE NUCLEAR PLANNERS AND SCHEDULERS LETTER OF AGREEMENT

The following reflects changes to the Letter of Agreement on the Nuclear Planner and Scheduler group, dated April 3, 1998, agreed to by the parties at our meeting on January 14, 2005. This letter has been revised as agreed to on October 10, 2005:

1. The Planner/Scheduler position (1515) and the Senior Planner/Scheduler position (1516) will be separated into four separate classifications – Nuclear Technician – Planning (1401); Senior Nuclear Technician – Planning (1402); Nuclear Technician – Scheduling (1403); and Senior Nuclear Technician –

Scheduling (1404). Attachment 1A-D reflects the changes to the job specifications agreed to by the parties. *(This changes Paragraph (1) and (6) of the Letter of Agreement on the Planners and Schedulers.)*

2. The wages of each group will be reflected in Exhibit A of the Collective Bargaining Agreement. The wage progressions are as follows:

- a. Nuclear Technician – Planning (1401) - L" through P"
- b. Senior Nuclear Technician – Planning (1402) - Q"
- c. Nuclear Technician – Scheduling (1403) - L" through P"
- d. Senior Nuclear Technician – Scheduling (1404) – Q"

3. Each employee will move into the new position move across to the other classification, there name will be placed on a bid list. When a vacancy occurs in the opposite classification, the Company will ask the senior person on the bid list if they wish to transfer to the vacancy. If they refuse, their name will come off the of either Planner or Scheduler based on where they are presently working. After they transfer into their new classification, they will be given one opportunity to move across to fill a vacancy in the opposite classification. If the wish to list and they can only be selected for future vacancies through the normal vacancy posting process.

4. The Normal Workforce and the feeder group of each classification is as follows:

- a. Nuclear Technician – Planning (1401) 30
 - i. Controls 16
 - ii. Mechanical 10
 - iii. Non-Specific 4
- b. Senior Nuclear Technician – Planning (1402) 3
- c. Nuclear Technician – Scheduling (1403) 16
 - i. Salem 8
 - ii. Hope Creek 6

iii. Non-Specific 2

d. Senior Nuclear Technician – Scheduling (1404) 8
(This reflects a change to Paragraph 9 of the Letter of Agreement)

e. The feeder groups for the Nuclear Technician – Scheduling will be Operations and Maintenance

f. Vacancies in the Nuclear Technician – Planning (1401) and the Nuclear Technician – Scheduling (1403) will be filled using Article IV E 2-c of the Collective Bargaining Agreement and the Senior Nuclear Technician – Planning (1402) and the Senior Nuclear Technician – Scheduling (1404) will be filled using Article IV E 2-b of the Agreement.

7. After Hours Contacts

Employees who are contacted by the Company, outside of their regularly scheduled work hours during their regularly scheduled workweek, will receive two (2) hours pay for every sixteen (16) hours of coverage.

Employees who are contacted by the Company outside of their regularly scheduled work week, on first or second day off, or on Holidays, will receive three (3) hours pay for every twenty four (24) hours of coverage.

The sixteen (16) and twenty four (24) hour periods are defined by P.I. 25.

Once contacted, the employee can be contacted an additional five (5) times during this sixteen (16) or twenty four (24) hour period without additional compensation.

There is no limit to the number of phone calls the employee makes during this time period. Employees will be reimbursed for the cost of all phone calls upon presentation of the phone bill.

**LIST OF LETTERS
FROM THE COMPANY TO THE IBEW LOCAL 94**

FOSSIL – POWER General

<u>Page</u>	<u>Date</u>	<u>Subject</u>
382	May 1, 1984	Area Maintenance
384	May 1, 1984	Job Specifications Production and Nuclear Departments
386	May 1, 1989	Mobile Maintenance Production Department
389	May 1, 1989	Production and Nuclear Departments Pre-Employment Tests
390	Aug. 17, 1998	Third Party Assignments - Nuclear

May 1, 1984
AREA MAINTENANCE

General

This letter outlines an Agreement reached between the parties which permits the Company to temporarily assign employees of the Maintenance, Performance, and Yard Departments (excluding Yard Worker) in each station to other generating stations within their area in order to perform work permitted under Article III, Section F.

The following areas have been established:

Northern Area: Bayonne, Bergen, Hudson, and Kearny Generating Stations and the former Essex Station property

Central Area: Edison, Linden, and Sewaren Generating Stations

Southern Area: Burlington, Mercer, and Artificial Island Generating Stations

When assigned to another generating station, each employee shall receive, in addition to any other compensation, an allowance for each round trip from and to the temporary location. (This allowance is specified in the Travel Allowances letter.)

Administrative Guidelines

1. Selection of Employees

a. When selections for area maintenance assignments are made primary consideration will be given to those employees who are qualified and able to perform the

work having the least number of days on area maintenance.

b. Employees may request relief from assignments that are properly theirs and must state the reasons for the request to their supervisor. If the request is deemed reasonable, management will attempt to obtain a substitute.

c. It is unlikely, absent extreme emergencies, that all eligible employees from a given location will be assigned simultaneously to other locations.

2. Maintenance of Records

a. The Company will maintain a record of the number of days worked by employees temporarily assigned to another generating station.

b. This record will be posted and updated periodically so that it remains reasonably current.

Artificial Island Generating Stations

The following modifications and expansions of the area maintenance concept apply only to Artificial Island Generating Stations:

a. In addition to performing work covered by Article III, Section F, assignments may be made to Artificial Island Generating Stations for the following reasons:

a. When it is desirable to limit radiation exposure.

b. When extensive or specialized training is required prior to high radiation exposure level work.

c. When a short swing assignment is made, employees will be released from the sending station two hours early

or permitted to arrive at the receiving station two hours late.

3. Continuous assignments will be limited to an initial assignment of four weeks and all subsequent assignments of three weeks except that anyone can volunteer to accept an assignment of longer duration.

4. Reassignment to another period of work will not be made until after the employees have been back to their home station at least seven days.

5. When assigning employees to area maintenance, their prior radiation exposure will be considered in addition to the number of days they have been so assigned. A permanent record of both radiation exposure and days on area maintenance will be kept for each employee.

6. A per diem allowance will be paid as specified in the Travel Allowances letter.

M. C. Sawhill

May 1, 1984

JOB SPECIFICATIONS

PRODUCTION AND NUCLEAR DEPARTMENTS

The Job Specification for all Station Mechanics was discussed during negotiation of the Agreement between the Company and the Union, effective May 1, 1984. This confirms the understanding reached as to the interpretation and application of certain duties and qualifications of those job specifications.

Boiler Repair Mechanic - Duty #6
Machinist - Duty #8

Electrician

- Duty #11

Perform other similar or less skilled work of the Maintenance Department.

1. Employees in one of the above job classifications will normally be assigned to the type of work listed in their job specification if that type of work is being performed in the station.

2. Employees not assigned to the type of work listed in their job specification, either because of lack of work of that type, or because of the urgency of work of a different type, will perform to the best of their ability any other type of work to which they may be assigned.

3. It is not expected that employees in one of these job classifications will be as proficient in the work of the other two job classifications as they are in the work of their own job classification unless the work is similar in character.

Boiler Repair Mechanic - Qualification #6

Machinist - Qualification #6

Electrician - Qualification #6

Must be a careful and thorough worker and have consistently produced work of high quality.

The word "consistently" is interpreted as "regularly" or "uniform in practice". It is expected that employees will habitually put forth their best efforts. It does not mean that one job of poor quality or a short period of mediocre performance will disqualify an employee for promotion, but it does mean that an employee who frequently or repeatedly does inferior work will be considered as not meeting this qualification.

M. C. Sawhill

May 1, 1989

**MOBILE MAINTENANCE
PRODUCTION DEPARTMENT**

During negotiation of the Agreement, effective May 1, 1987, and subsequently modified on May 1, 1989, understanding was reached regarding Production Department Mobile Maintenance. This understanding makes Mobile Maintenance an acceptable standard for all classifications in all generating stations. The following conditions have been agreed to:

1. A "core group" will be established and retained at all fossil generating stations on a year round basis, except when meeting Area Maintenance needs. This "core group" will be filled through a posting. Replacements, if necessary, or additions to this group will be through a five-day posting.

The initial manning by classifications and numbers will be established and reviewed as necessary.

2. The balance of the work force may be assigned to "Mobile Maintenance". They may be assigned to any fossil generating station and Artificial Island, as follows:

- a. Between Bergen, Hudson, Kearny, Linden Stations.
- b. Between Linden, Sewaren Stations.
- c. Between Mercer, Burlington, Sewaren Stations.
- d. Between Mercer, Burlington, Artificial Island Stations.

The Company will endeavor to first utilize employees as stated in "a" through "d" above. However, if additional employees are required for assignments permitted under Article III, Section F; employees may be assigned as follows:

- e. From Sewaren to Hudson Station.

Additionally, consideration will be given to employees' wishes for assignments on a voluntary basis.

Employees assigned on Mobile Maintenance will work in accordance with their job specifications. Non-shift employees will be assigned their regular working hours of 8:00 a.m. to 4:30 p.m., Monday through Friday. They may also be assigned to work in accordance with Article III, Section F. Shift and scheduled employees may be assigned to work in accordance with existing schedules. They will receive the appropriate travel allowance when assigned to another location. Replacements or additions will be at the discretion of the Company.

3. a. The Company will return Mobile Maintenance employees by classification to their home station before bringing Area or Mobile Maintenance personnel of the same classification into the station. The work of the Central Maintenance Shop is unaffected by this understanding.

b. Continuous Mobile Maintenance assignments will be limited to eight weeks when replacements of the same classification are available from the home station. Reassignment to another period of Mobile Maintenance will not be made until after the employee has been back at his home station at least seven days.

4. The necessary modifications to the various training programs have been recognized and agreed to by the parties and are a matter of record.

5. Selection of Employees for Mobile Maintenance Assignments:

a. When selections for Mobile Maintenance assignments are made, primary consideration will be

given to those employees who are qualified and able to perform the work having the least number of days on Mobile Maintenance.

b. Employees may request relief from assignments that are properly theirs and must state the reasons for the request to their supervisors. If the request is deemed reasonable, management will attempt to obtain a substitute.

6. Maintenance of Mobile Maintenance Assignment Records:

a. The Company will maintain a record of the number of days worked by employees assigned to another generating station.

b. This record will be posted and updated periodically so that it remains reasonably current.

7. A Mobile Maintenance employee who has already reported for work and is required to go to another location will be paid the appropriate Mobile Maintenance travel allowance to the second location. There will be no more than two reassignments on any day.

8. Continuous assignments to Artificial Island and assignments under "2e" above will be limited to an initial assignment of four weeks and all subsequent assignments of three weeks except that anyone can volunteer to accept an assignment of longer duration. Reassignment to another period of work will not be made until after the employees have been back at their home station for at least seven days.

9. This letter supersedes previous letters dated August 1, 1985, and June 13, 1986, dealing with Kearny and Burlington, respectively. In addition, this entire letter will

be subject to review and renegotiation at the expiration of the current Agreement, or should there be any application of Article IV, Section L to employees covered by this letter.

C. E. McAdams

May 1, 1989

**PRODUCTION AND NUCLEAR DEPARTMENTS
PRE-EMPLOYMENT TESTS**

A series of validated pre-employment tests are being used to select applicants for employment in the Production and Nuclear Departments. These tests predict the probability of applicants being able to successfully perform the work of the Maintenance, Performance, Chemistry-Radiation Protection, and Operating Departments. Prior to May 1, 1977, applicants were required to pass all three portions of the test battery. During negotiations of the Agreement effective May 1, 1977, the Company and the Union agreed as follows:

1. Hiring: Employees may be hired into the Production and Nuclear Departments after having passed one or more portions of the pre-employment test battery. Such employees will be eligible for hiring into any non-apprenticeable occupational group or to an apprenticeable occupational group for which they have passed the tests.

2. Transfers: Employees may transfer only into an apprenticeable occupational group for which they have passed the test. Employees desiring to transfer into an apprenticeable occupational group for which they failed the first test attempt, may apply to retake the test. They will be provided with study material relevant to the test.

Should they fail the second attempt they must wait at least six months and show acceptable proof of formal training that will enhance the expectation that they will pass the retest.

3. Exception: Employees hired prior to May 1, 1977, who now have or who obtain in the future, a high school diploma or its equivalent will not be required to qualify through the testing procedure for transfer to an apprenticeable occupational group.

4. Test Results: The Union and the employee will be notified in writing of the test results and any resulting restrictions when an employee is hired.

An employee who takes the tests to qualify for transfer will be notified, along with the Union, in writing of the results.

C. E. McAdams

August 17, 1998

THIRD PARTY ASSIGNMENTS - NUCLEAR

This confirms the Company and the IBEW agreement reached regarding work to be performed outside Company facilities in a partnership with the System Maintenance Department.

The parties agree that all work performed under this agreement will be offered on a volunteer basis with prior concurrence of Local 94. The assignment location, hours of work, duration and travel allowances will be agreed to prior to soliciting volunteers. Management will determine the number of available volunteers from each location, ensuring the sending locations business needs are

maintained and without creating a hardship on the remaining employees.

Under this agreement all classifications shall be paid either the Company rate or comparable rate at the receiving location, which ever is greater. Additionally, the more favorable compensation provisions shall be used, i.e. night premium, overtime rates. Employees returning to their normal work location will have their accumulated overtime hours added to the overtime list. Assignments to either Peach Bottom or Limerick will be compensated by the highest non-taxable per diem rate under the Travel Allowance letter.

At the employees' option, hours of work may be adjusted to those hours of the receiving location or the eight (8) hour provision of Article III, Section F of the Collective Bargaining Agreement. Changes to these schedules will conform with the wishes of the employees within reasonable operating procedures and shall be discussed with the local Union before they are put into effect.

When the employees are assigned under this agreement, there will be no contractors, working in their department, doing the work of their classification, under direct supervision of the department. Any difficulty arising from employees leaving their location under this agreement i.e. qualifications, the need for cross over assignments between Hope Creek and Salem) will be resolved prior to the assignment.

Employee input through Company and Union representatives will be encouraged to ensure that these assignments work effectively and in accordance with the good-faith intent of this agreement and the principle Agreement. Should the parties be unable to resolve any misunderstanding or unforeseen issues, the parties

agree to discuss the matter at the third step of the grievance procedure.

John F. Tiberi

LIST OF LETTERS
FROM THE COMPANY TO THE IBEW LOCAL 94

PSEG SERVICES CORPORATION

<u>Page</u>	<u>Date</u>	<u>Subject</u>
394	June 10, 1982	Employee Layoff Procedure – Mail Services
396	Sept 6, 2005	Assignments at Maplewood Testing Services

June 10, 1982

EMPLOYEE LAYOFF PROCEDURE

MAIL SERVICE

This confirms the understanding reached at meetings held to discuss the guidelines and procedures to be followed in effecting a layoff under Article IV Section L. The mechanics of implementing Article IV Section L are as follows:

Step #1)

Consider the number of employees to be laid off and determine those employees with the least Company service in all classifications covered by this Agreement. Remove them from the job they are presently holding and place them in a layoff category.

Step #2)

Surplus employees in a classification are to be curtailed in accordance with seniority. When the lowest classification in the occupational group is reached and a surplus still exists, those surplus employees shall be afforded the opportunity to fill those vacancies created by Step #1 on the basis of choice by service and qualifications.

Step #3)

If a job vacated by Step #1 cannot be filled by a qualified employee in Step #2, then that employee shall be returned to his job and the next junior employee in terms of Company service shall replace him in the layoff category. This will then necessitate the reapplication of Step #2.

The following understandings have been reached pertaining to Article IV Section L and related articles of the Agreement:

1. Should the application of the layoff process result in an employee on disability formula being laid off, such employee will have the option of taking a disability pension, providing the employee is eligible, or being laid off. If laid off, the employee will be entitled to severance pay and recall rights. If the disability pension is selected, there will be no severance pay or recall rights.

2. When Article IV Section L is invoked, the following classifications shall be considered the lowest classification in the occupational group:

Mail Clerk
Typewriter Mechanic

3. a.) An employee accepting transfer to or laid off and subsequently reemployed at another Company location and successfully completing the probationary period will have no recall or bidding rights at his former location.

b.) A former employee who refuses recall to any classification in his former location for which he is considered qualified by the Company will have no further recall rights.

M. C. Sawhill

September 6, 2005

**ASSIGNMENTS AT ALBANY STEAM STATION,
BRIDGEPORT AND NEWHAVEN STATIONS
MAPLEWOOD TESTING SERVICES EMPLOYEES**

This letter supercedes the letters titled, "ASSIGNMENTS AT ALBANY STEAM STATION MAPLEWOOD TESTING SERVICES EMPLOYEES" dated March 21, 2001 and "ASSIGNMENTS AT BRIDGEPORT AND NEW HAVEN STATIONS MAPLEWOOD TESTING SERVICES EMPLOYEES" dated April 21, 2003. This confirms our agreement for employees of Maplewood Testing Services on assignment to the Albany Steam Station, Bridgeport and New Haven Stations in Connecticut.

For One Day Assignments:

Any employee may be assigned to work at the Albany Steam Station, Bridgeport and/or New Haven Stations if the assignment lasts one day or less.

- Employees will travel in a Company vehicle on Company time.
- The Company will pay for tolls.
- The Company will pay the meal allowance for all meals taken during scheduled meal periods while employees are on assignment to Connecticut.

For Multiple Day Assignments:

Employees will be solicited every six months as to their willingness to be assigned to multiple day assignments at the Albany Steam Station, Bridgeport and New Haven Stations. Employees who indicate that they will accept assignment to the Albany Steam Station, Bridgeport and New Haven Stations will be placed on a list and rotated on assignments as they occur. The list is valid for 6

months. Once an employee accepts inclusion on the list, they must remain until the six months expire.

- Employees will travel in a Company vehicle on Company time.
- The Company will pay for tolls.
- Pay for a minimum of eight hours on the normal workdays, Monday through Friday.
- The Company will pay hotel expenses for lodging.
- The Company will pay for one phone call per day.
- Meals not provided by the Company will be paid for as follows:

Breakfast	\$10.00
Lunch	\$20.00
Dinner	\$30.00

- Out of pocket expenses as listed above will be reimbursed by the Company.
- Employees are expected to obtain receipts for all expenses other than meals wherever possible.

John F. Tiberi

**LIST OF PERSONNEL INSTRUCTIONS
PERTAINING TO IBEW AGREEMENT
EFFECTIVE MAY 1, 2005**

<u>Page</u>	<u>P. I. No.</u>	<u>Date</u>	<u>Subject</u>
399	1	May 1, 1987	Increases Under Wage Progression Schedule
400	2	May 2, 1953	Night Premium
401	11	May 1, 1975	Rest Period After Call-Out and Certain Scheduled Overtime Work
403	19	Dec. 21, 1945	Procedure for Discussion with Local Union Where Employees are to be Penalized
404	21	May 2, 1967	Statement of Policy for Handling Partially Incapacitated Employees
406	25	June 25, 1946	Standby – Reference Agreement Article III Q
407	29	June 10, 1982	Administration of Vacation Schedules
410	36	Jan. 28, 1954	Payroll Practices for Scheduled Employees Whose Basic Workdays Extend Beyond Midnight
410	37	May 1, 1984	Days and Hours of Work for Shift and Scheduled Workers on Jury Duty

Explanation of Change From List Dated, "Effective May 1, 1992":

Letter titled, "Advance Pay for Vacation Period and Certain Holidays" dated May 1, 1987, deleted.

May 1, 1987

Personnel Instruction No. 1

**INCREASES UNDER WAGE PROGRESSION
SCHEDULE**

Reference - Agreement Exhibit A

Agreement Article IV, Section P

1. *Wage progression schedules provide for increases at intervals of 6 months. In administering these schedules, employees shall be given increases 26 weeks after the date of their employment or the date of their last increase.*
2. The date on which an increase is due shall not be postponed if an employee is away from work because of vacation, jury duty, or death in the family.
3. The date on which an increase is due shall be postponed by the length of time which an employee is away from work in excess of 2 weeks because of sick leave, leave of absence (except for military service), disciplinary action, or layoff. Separate absences within the 26 week period shall be accumulated and the total days of absence, exclusive of scheduled days off, shall be counted.
4. If increases are scheduled for employees while they are away from work because of leave of absence (except for military service), or disciplinary action, they shall become effective on the date of their return to regular duty.

May 2, 1953

Personnel Instruction No. 2

NIGHT PREMIUM

Reference - Agreement Article III, Section M

1. The night premium shall apply only when an employee is working at straight-time rate of pay and not at any time when an employee is working at a rate of pay in excess of straight time.
2. The night premium shall apply to all of the regularly scheduled hours worked when the majority of the regularly scheduled hours occur within the period 4:00 P.M. to 8:00 A.M. For example, an employee whose regularly scheduled hours are 1:00 P.M. to 9:00 P.M. would receive the night premium for all hours worked during this shift, including the time between 1:00 P.M. and 4:00 P.M., whereas, an employee whose schedule is 12:00 noon to 8:00 P.M. would not receive the night premium for any of these hours worked.
3. Night premiums shall not be paid if the employee does not work; for example, an employee off sick or on vacation shall not be paid the night premium nor shall it be paid for the hours not worked if the employee should go off sick before completing the scheduled hours. If, in this latter case, the majority of the actual hours worked do not fall within the period 4:00 P.M. to 8:00 A.M. but the majority of the scheduled hours do, the employee shall still be paid the night premium for the actual hours worked.

May 1, 1975

Personnel Instruction No. 11

**REST PERIOD AFTER CALL-OUT AND
CERTAIN SCHEDULED OVERTIME WORK**

Reference - Agreement Article III, Section O

1. When employees are called out to work outside of their schedule and do not work 16 hours continuously, the rest period (which falls within one of their regularly scheduled basic workdays within their basic 5-day workweek and to which they are entitled to be off with pay) shall be determined from the applicable rest period rules. The provisions of Article III, Section O still operate when an employee works 16 hours or more continuously.

2. When employees are entitled to be off resting, with pay, during their regularly scheduled basic workday within their basic 5-day workweek, but are required to work during this period, they shall be paid at straight-time rate of pay for these hours worked in addition to the straight-time pay to which they are entitled because they should have been off with pay.

3. When employees are scheduled to return for overtime work more than 8 hours before the start of a basic workday, or are scheduled for overtime work on a day of rest or on a holiday more than 8 hours before the start of a basic workday, and work more than 6 hours before the start of their next basic workday, the call-out rest period rules shall be applied.

REST PERIOD RULES

1. When a call-out work assignment begins:

(a) More than eight hours before the start of the basic workday: Employee is entitled to rest at the beginning of the basic workday equal to the length of time worked within the eight-hour period prior to the start of the basic workday.

(b) During the eight-hour period immediately prior to the basic workday and ends before the two-hour period immediately preceding the start of the basic workday: Employee is entitled to rest at the beginning of the basic workday equal to the length of time worked in excess of two hours.

2. When the call-out or scheduled (as defined in Item 3) overtime assignment continues to or into the two hours immediately preceding the start of the basic workday: Employee continues to work into the basic workday until the total time worked is the lesser of 12 consecutive hours or the entire basic workday.

Note: The start and end of the overtime period shall be established in terms of payroll pay intervals.

REST PERIOD RULES - P.I. #11 INTERPRETATIVE STATEMENT

In accordance with the arbitration decision rendered by Dr. Emanuel Stein dated May 31, 1977, the following interpretative statement shall be used in the implementation of the Rest Period Rules.

Rule 1. (a) This rule applies **only** to those situations when an employee is called out to work **more** than eight hours before the start of the basic workday and the work may or may not end before the two-hour period immediately preceding the start of the basic workday. If the call-out work includes the entire eight-hour period prior

to the start of the basic workday, the employee will be entitled to be off with pay for the entire basic workday, or, if he works into the basic workday, he will be paid in accordance with Paragraph 2.

In no case under 1.(a) is the Company obligated to retain an employee beyond the time required to perform the call-out work, even though it results in the necessity to report back for work during the basic workday in order to be paid for the full basic workday.

Rule 1. (b) This rule may be applied as written.

Rule 2. This rule will apply only to those situations when an employee is called out to work within the eight-hour period prior to the start of the basic workday. If the employee is thereafter required to work beyond the twelve-hour limitation specified, pay for these hours worked during the basic workday will be in accordance with Paragraph 2.

Note: Employees scheduled to work overtime, as defined in Paragraph 3, are to be treated in accordance with Rule 1 (a) or 2 as applicable.

December 21, 1945
Personnel Instruction No. 19

**PROCEDURE FOR DISCUSSION WITH LOCAL
UNION WHERE EMPLOYEES ARE TO BE
PENALIZED**

Reference - Article IV, Section D.

1. This Personnel Instruction establishes the procedure for conferring in advance with representatives of the

local Union in cases where employees are to be penalized or discharged for cause.

2. When an employee's action has been such that in the opinion of the Supervisor the employee should be sent home, the Supervisor shall discuss the matter with either one or two designated Union representatives, as decided locally. After this discussion, the Supervisor may send the employee home if, in the Supervisor's opinion, the employee should be suspended. No time shall be credited for the employee for the remainder of the day.

3. When the penalty is no more than one day and the local Union does not reopen the matter, it shall be considered closed. If the local Union desires further discussion, or if the suspension is for more than one day without pay, the Manager shall discuss the case with the local Union committee as soon as can practicably be done.

4. Employees shall not be deemed to have been penalized if their pay for the time they are away from work, at the direction of the Supervisor, is withheld, pending discussion of the case in the third step of the grievance procedure and final decision.

5. If the final decision is that the employee has been unjustly treated, an appropriate adjustment will be made for the regular pay lost.

May 2, 1967

Personnel Instruction No. 21

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

Reference - Agreement Article V, Section D-3

1. The following is a statement of policy for handling partially incapacitated employees:

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

Adjusted Wage Rate = [Employee's Rate Prior to Disability] - [.05(25 - Years of Service at Time of Disability*) X (Employee's Rate Prior to Disability - "E" Step)]

*Where the years of service at time of disability equal 25 or more, the 'adjusted wage rate' will be identical to the 'employee's rate prior to disability.' In no case shall the adjusted rate be greater than the employee's present rate.

The Company will endeavor to find work in any classification in the IBEW bargaining unit within the employee's division or generating station having a rate equal to that computed by the formula. The seniority provision of the Agreement will be waived so that employees may advance to a job classification having a rate equal to the formula, when they are qualified to do the work of that job classification and there is a vacancy. The transfer of these employees to another job classification does not constitute an increase in its normal working force.

Before taking final action on any case, the Company will discuss it with the local Union. The Union may appeal

that decision to the Vice President in Charge of Electric Operation or designated representatives".

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

June 25, 1946

Personnel Instruction No. 25

STANDBY

Reference – Agreement Article III, Section Q

1. a. For employees whose work schedule is 8:00 A.M. to 4:00, 4:30, or 5:00 P.M., Monday through Friday, the 16-hour period from Monday to Friday, referred to in Agreement, is the "16-hour period" immediately preceding 8:00 A.M. Tuesday through Saturday inclusive. For example, if a lineman were asked on Monday to stand by that night, this would mean the 15 1/2 hours between 4:30 P.M. on Monday and 8:00 A.M. on Tuesday.

b. For employees whose work schedules are other than the foregoing, the "16-hour periods" shall be worked out for them, in accordance with the principle established in 1a above.

2. a. For employees whose work schedule is 8:00 A.M. to 4:00, 4:30 or 5:00 P.M., Monday through Friday, the 24-hour period for Saturdays, Sundays, or holidays referred to in the Agreement, is the 24-hour period starting at 8:00 A.M. on these days. For example, if a relayman were asked on Friday to stand by over the weekend, this would mean the 15 hours between 5:00

1. M. Friday and 8:00 A.M. Saturday, a 24-hour period between 8:00 A.M. Saturday and 8:00 A.M. Sunday, and a 24-hour period between 8:00 A.M. Sunday and 8:00 A.M. Monday.

b. For employees whose work schedules are other than the foregoing, the 24-hour periods shall be worked out for them, in accordance with the principle established in 2a above.

3. When an employee stands by through one of the standby periods and is not called out, the standby pay shall be given to him even though he might work in a subsequent standby period. The next to the last sentence of this section of the Agreement, with regard to the canceling of standby pay by pay actually earned, shall apply to each of the standby periods.

4. Standby orders may be cancelled at any time and the employee shall receive standby pay to the end of the period in which cancellation notice is received.

Retyped 10-10-05

June 10, 1982

Personnel Instruction No. 29

ADMINISTRATION OF VACATION SCHEDULES

Reference - Agreement Article VII, Section A

1. Employees who become ill or are injured prior to the start of their scheduled vacation and are absent due to such illness or injury during the period or periods scheduled for their vacation, shall have their vacation

postponed until they have recovered sufficiently to be able to return to work.

Where the postponed vacation cannot be taken in the year for which it was originally scheduled, it shall, within 30 days after the employee's return to work, be rescheduled in the following calendar year and taken as soon as practicable. The period selected shall be one which does not interfere with operating requirements or with vacation schedules for that year.

2. Employees who become ill or are injured after they have started their vacation shall be considered to be on their vacation for the full duration of their regular scheduled vacation period, and such vacation shall not be changed as a result of such illness or injury, except as provided for in Paragraph 4.

3. Non-shift employees' vacations shall ordinarily be considered as starting at the termination of their straight time pay hours on the last scheduled workday within their basic 5-day workweek.

When schedules permit, shift and scheduled employees may elect to begin their vacation as above or on a Friday provided that such selection imposes no undue hardship on other employees and that relief personnel are available and can be scheduled in a reasonable manner.

Unless employees volunteer to work overtime they shall not be expected to work beyond the regular quitting time on the last basic workday of the basic workweek or which they had been scheduled to work, nor shall they be expected to work on scheduled days of rest immediately preceding or following their scheduled vacation. However, if operating conditions make such assignment imperative, the Company will discuss with

the Union locally the necessity for the assignment before making the assignment.

4. Employees who become ill or are injured after their last work period prior to their scheduled vacation, as defined in Paragraph 3, but prior to the start of the first regularly scheduled basic workday for which they are to receive vacation pay, and it is determined that the illness or injury was in no way connected with their vacation, the vacation may be rescheduled.

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

5. A vacation will not be rescheduled unless the request is received prior to the start of the first regularly scheduled basic workday for which the employee is to receive vacation pay.

6. 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, in accordance with Article VII, Section J, Subsections a and b, had the death occurred while the employee was not on vacation.

7. When operating conditions permit, vacations may be postponed and taken within the first three months of the following year. *

* Revised Corporate Policy 2004

January 28, 1954

Personnel Instruction No. 36

**PAYROLL PRACTICES FOR SCHEDULED
EMPLOYEES WHOSE BASIC WORKDAYS EXTEND
BEYOND MIDNIGHT**

Reference - Agreement Article III, Sections A, I and J

1. The 24-hour period ending with the scheduled quitting time of a regularly scheduled basic workday extending beyond midnight shall be considered to be the calendar day on which the basic workday starts.
2. The regularly scheduled working hours of a regularly scheduled basic workday which extends beyond midnight shall be considered as falling within the calendar day on which the basic workday starts.
3. The 24-hour period of the second day of rest shall be the period ending at the same time of day as the scheduled quitting time of the last regularly scheduled basic workday within the basic 5-day workweek prior to the second day of rest.
4. The regular holiday pay and the periods during which one and one-half times, two times, or two and one-half times the regular rate of pay will be applicable shall be determined in accordance with Paragraphs 1, 2 and 3.

May 1, 1984

Personnel Instruction No. 37

**DAYS AND HOURS OF WORK FOR
SHIFT AND SCHEDULED WORKERS
ON JURY DUTY**

Reference - Agreement Article VII, Section J-2

1. Employees will have their schedules temporarily changed to the day shift for each of those weeks in which they are required to attend jury duty for three or more days.

Employees will work their normal schedules during weeks when they attend jury duty for two days or less. In such cases, when a day off coincides with a day of jury duty, the employee will be given another day off in the payroll week.

2. Normally, when three or more jury duty days per week are involved, employees' days off during the jury-duty period will be Saturday and Sunday. However, prior to the first day of jury duty, the employees' days off under their regular schedule will be changed to Saturday and Sunday only if it is necessary to insure that they will have two days off in a payroll week.

3. On any day during the period of jury duty employees will report for work when:

- a. excused from serving for that day;
- b. excused from serving for one-half day or more, unless because of the unusual circumstances of the case they are excused from reporting by their Supervisor.

4. Each day prior to reporting for jury duty employees will be expected to notify their Supervisor or designated representative by telephone that they are reporting for jury duty that day.

5. When employees are notified as to their final day of jury duty or a change in their final day of jury duty, they are to inform the Company on the day notified.

6. When schedules have been temporarily changed employees will resume their regular schedule on the day following the day that their jury duty is terminated.

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

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

7. There will be no penalty or premium payments to the employee selected for jury duty for schedule changes occasioned by such jury duty.

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April

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

May

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

June

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

2008

January

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

February

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	

March

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

July

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
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December

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

2009

January

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

July

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

August

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

March

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

April

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

October

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

May

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

November

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

June

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

December

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

2010

January

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

July

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					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
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31						

February

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	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
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August

S	M	T	W	T	F	S
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7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

March

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
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19	20	21	22	23	24	25
26	27	28	29	30		

April

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				1	2	3
4	5	6	7	8	9	10
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18	19	20	21	22	23	24
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October

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					1	2
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May

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November

S	M	T	W	T	F	S
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28	29	30				

June

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		1	2	3	4	5
6	7	8	9	10	11	12
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27	28	29	30			

December

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			1	2	3	4
5	6	7	8	9	10	11
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19	20	21	22	23	24	25
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2011

January

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						1
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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
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March

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April

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October

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30	31					

May

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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

June

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December

S	M	T	W	T	F	S
				1	2	3
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31















