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**AGREEMENT**

**BETWEEN**

**PUBLIC SERVICE ELECTRIC & GAS COMPANY**

**ON BEHALF OF ITS CUSTOMER OPERATIONS LOCATIONS**

**(DISTRICT OFFICES, CREDIT AND COLLECTION CENTER,**

**CUSTOMER PAYMENT PROCESSING CENTER,**

**CUSTOMER INQUIRY CENTERS, CUSTOMER ACCOUNTS CENTERS, AND**

**THE TELEPHONE SERVICES DEPARTMENT**

**AND**

**UTILITY WORKERS UNION OF AMERICA, AFL-CIO, UCA LOCAL 601**

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LOCAL 601

**Effective May 1, 2002**

**Through April 30, 2005**

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2/23/04

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**EXHIBITS**

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A	Salary Grades, Salary Ranges and Salary Progression Steps – Weekly Rates – Effective 5/1/2002 Effective 5/1/2003 Effective 5/1/2004	1A 4A 7A
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AGREEMENT

BETWEEN

PUBLIC SERVICE ELECTRIC & GAS COMPANY

ON BEHALF OF ITS CUSTOMER OPERATIONS LOCATIONS

(DISTRICT OFFICES, CREDIT AND COLLECTION CENTER,

CUSTOMER PAYMENT PROCESSING CENTER,

NORTHERN INQUIRY CENTER, NORTHERN CUSTOMER ACCOUNTS CENTER, SOUTHERN

INQUIRY AND ACCOUNTING CENTER) AND

THE TELEPHONE SERVICES DEPARTMENT

AND

UTILITY WORKERS UNION OF AMERICA, AFL-CIO, UCA LOCAL 601

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For the purpose of facilitating the peaceful adjustment of differences that may arise from time to time, and of promoting harmony and efficiency, to the end that the Company and the Union may mutually benefit, this Agreement is made by and between Public Service Electric and Gas Company, its successors and assigns (hereinafter called the Company) on behalf of its District Offices, Credit and Collection Center, Customer Payment Processing Center, Northern Inquiry Center, Northern Customer Accounts Center, Southern Inquiry and Accounting Center, Telephone Services Department and the Utility Workers Union of America, AFL-CIO/ UCA Local 601 (hereinafter called the Union).

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Customer

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The parties hereto agree as follows:

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ARTICLE I  
REPRESENTATION AND RECOGNITION

Recognition of Utility Co-Workers' Association

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

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Employees Covered by Agreement

SEC. 2. The employees, whom this Agreement covers, include all of the employees of the Company's District Offices, Credit and Collection Center, Customer Payment Processing Center, Northern Inquiry Center, Northern Customer Accounts Center, Southern Inquiry and Accounting Center and Telephone Services Department except employees in supervisory, confidential, and Marketing Services Department specialist positions. The employees covered by this Agreement are shown in the "Lists of Positions Eligible for Union Membership,"

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REPRESENTATION AND RECOGNITION

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Customer Accounts Centers

dated May 1, 2002, which is attached hereto and made a part hereof.

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

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

**ARTICLE II  
UNION-COMPANY RELATIONSHIP**

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**Rights of Management**

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

**Maintenance of Uninterrupted and Continuous Service**

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SEC. 2.

- (a) The Company agrees that as long as this Agreement is in force there shall be no lockout of employees covered by this Agreement.
- (b) The Union agrees that as long as this Agreement is in force, it will not call, engage in, participate in, or sanction any strike whatsoever, either slowdown, sit down, sympathetic, general or any kind.
- (c) However, it is understood that if either party refuses to exhaust the arbitration remedies provided for in this agreement, Section 3 of Article XX may be applied.

**Non-Coercion of Employees**

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

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ARTICLE II¶  
UNION-COMPANY RELATIONSHIP¶  
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**No Subterfuge to Defeat or Avoid Terms of Agreement**

SEC. 4. Neither the Company nor the Union, through their officers, members, representatives, agents, or committees shall engage in any subterfuge of any kind for the purpose of defeating or evading the terms of this Agreement.

**Non-Discrimination**

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SEC. 5. The Company and the Union agree that the provisions of this Agreement shall not discriminate against any individual because of race, color, religion, sex, age or national origin.

**ARTICLE III  
BULLETIN BOARDS**

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**Use of Bulletin Boards**

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

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

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

**ARTICLE IV  
MAINTENANCE OF MEMBERSHIP**

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**Maintaining Membership**

SEC. 1.

**(a) Present Employees**

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

**(b) New Employees**

All persons except part-time K301 Consumer Adviser Assistants, hired for job classifications within the bargaining unit, shall, as a condition of employment, be required to affiliate with the Union on the 30th consecutive calendar day after the date of their employment or on the 30th consecutive calendar day after the date of the signing of this Agreement, whichever is later, and maintain membership in the Union in good standing with respect to initiation fees and dues during the period of this Agreement.

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

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

Agreement.

**Notice of Lapse in Membership**

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

**Check-Off of Union Dues**

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

**ARTICLE V  
SALARIES**

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**Position Classification by Salary Grades, Salary Ranges, and Salary Progression Steps**

SEC. 1. Effective May 1, 2002, salary rates shall be those set forth in Exhibit "A" ("Salary Grades, Salary Ranges, and Salary Progression Steps, Weekly Rates - Effective May 1, 2002") attached hereto and made a part hereof.

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Effective May 1, 2003, salary rates of all employees compensated in accordance with Exhibit "A" will be increased 3.250% based on rates in effect on April 30, 2003. The salary rates shall be those set forth in Exhibit "A" ("Salary Grades, Salary Ranges, and Salary Progression Steps, Weekly Rates - Effective May 1, 2003") attached hereto and made a part hereof.

Effective May 1, 2004, salary rates of all employees compensated in accordance with Exhibit "A" will be increased 3.500% based on rates in effect on April 30, 2004. The salary rates shall be those set forth in Exhibit "A" ("Salary Grades, Salary Ranges, and Salary Progression Steps, Weekly Rates - Effective May 1, 2004") attached hereto and made a part hereof.

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**Salary Adjustments for employees hired prior to May 22, 1996**

SEC. 2. Employees hired prior to May 22, 1996 will be eligible to receive a training rate in addition to the top rate on Exhibit A, for positions that have a training rate. In consideration for this rate, employees hired prior to May 22, 1996 who are in positions with training rates, have had training added to their job duties.

Deleted: ¶ Employees in positions that do not have a training rate on Exhibit "A" with the exception of, 353 Stenographer, 381 Building Attendant and 302 Marketing Assistant positions, will have their list of duties in the Job Specifications modified to provide for training of Customer Operations employees at any Company facility (in accordance with transfer provisions) as well as their normal reporting location, and the Edison Training and Development Center. ¶  
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**Salary Adjustments for employees hired on or after May 22, 1996**

SEC. 3. Effective May 1, 2002, employees who were at the maximum salary rate in their position (in accordance with the 1996 Agreement's "A1" chart) for more than six months prior to May 1, 2002, were moved to the next step in progression in their position. After this initial adjustment employees hired after

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May 22, 1996 will follow the normal progression as defined in the "Statement of Progression Policy" Exhibit "B" of the Agreement

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**Statement of Progression Policy**

SEC. 4. The "Statement of Progression Policy" is attached hereto as Exhibit "B" and made a part hereof.

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ARTICLE V  
SALARIES  
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**Job Specifications**

SEC. 5. The manual entitled "Job Specifications - Customer Operations", dated May 1, 2002, is by reference incorporated in this Agreement.

**Weekly Payment of Salaries**

SEC. 6. Payday shall be the second Thursday following the close of the basic payroll week. 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. Payment shall include all compensation earned during the basic payroll week.

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

**ARTICLE VI  
HOURS OF WORK AND OVERTIME**

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**Basic Workweek**

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

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

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

~~308, 305 - Northern Inquiry Center and Southern Inquiry and Accounting Center~~

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S390, S391, S392 - Telephone Services Department

All nomenclatures - Customer Payment Processing Center

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

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**Customer Payment Processing Center**

The daily hours of work for all employees at the Customer Payment Processing Center shall be from 2:00 a.m. to 3:30 p.m. with the following shifts. Separate shift selections will be conducted in accordance with letter of Agreement titled "Annual Shift Selection":

- 2:00 a.m. to 10:30 a.m.
- 3:00 a.m. to 11:30 a.m.
- 4:00 a.m. to 12:30 p.m.
- 5:00 a.m. to 1:30 p.m.
- 6:00 a.m. to 2:30 p.m.
- 7:00 a.m. to 3:30 p.m.

**Telephone Department**

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

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

**Customer Inquiry Departments**

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The daily hours of work in the Customer Inquiry Department at the Northern Inquiry Center and the Southern Inquiry and Accounting Center shall be from 7:45 a.m. to 4:15 p.m. except for 305 Group Supervisors-Service, 308 Service Representatives, 346 Internet Inquiry Representatives\* and 309 Customer Assistance Representatives. Such employees shall be scheduled to one of the following shifts:

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

\*7:00 a.m. to 3:30 p.m. Monday through Friday, 9:00 a.m. to 5:30 p.m. Tuesday through Saturday.

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

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- The 305 Group Supervisors - Service
- The 309 Customer Assistance Representatives
- The 308 Customer Service Representatives

**Credit and Collection Center**

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

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

362 Group Supervisor Collection and Credit:

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

367 & 3678 Senior Credit and Collection Representative:

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

367 A Credit and Collection Representative:

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

353 Stenographer and 354 Typist Clerk:

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

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

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Customer Accounts Departments

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The daily hours of operation for all employees in the Customer Accounts Department in the Northern Customer Accounts Center and Southern Inquiry and Accounting Center shall be from 7:45 a.m. to 1:00 a.m. Employees shall be scheduled to one of the following shifts:

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

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

**Variations**

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

<u>Position</u>	<u>Maximum Variation</u>
All employees at the CSCs, and 365 350, 353, 370, 302, 354 positions at the District Offices	1/2 hr. before 7:30 a.m.; 2 hrs. after 4:00 p.m.

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368, 364 at the District Offices	1/2 hr. before 7:30 a.m.;
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362 positions at the District Offices	1 hr. before 7:30 a.m.;
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All permanent employees at the CPPC except the 381 assigned to the CPPC on or before May 1, 1996	1 hr. prior to the scheduled start time
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Temporary Part-Time Employees: There shall be no predetermined work day for part-time employees. As a matter of general practice, the Company will provide a schedule one week in advance.

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

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

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

**Work on Second Day Off**

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

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

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

### **Call-Back Pay**

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

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

SEC. 7. Overtime required shall be assigned and distributed as equitably as practicable, first among qualified employees within the department in which the overtime occurs, and then among qualified employees in other departments, as required. In the event it is necessary to require overtime, to the extent practicable, such assignments shall be made in the inverse order of Combined Office seniority. No employee shall be required to work more than 16 consecutive hours with time out for meals, except in an emergency. Employees who have worked 16 or more consecutive hours shall be entitled to an eight hour rest period before returning to work, except in an emergency. If such rest period extends into the regularly scheduled workday, they shall suffer no loss of pay.

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

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

### **Night Premium**

SEC. 8. Full-time employees filling vacant positions through the posting process after May 1, 1996, shall be paid the appropriate premium for the scheduled basic workday hours worked between 6:00 p.m. and 7:00 a.m. on Monday through Friday and all scheduled hours worked on Saturday and Sunday. The premium, effective May 1, 2001, shall remain at \$1.50 per hour.

Employees in positions subject to shift reselection prior to May 1, 1996, the majority of whose scheduled basic workday hours in a week occur within the period 4:00 p.m. to 8:00 a.m., shall be paid a premium of \$1.50 per hour for the scheduled basic workday hours worked. Employees who are in positions prior to May 1, 1996, who work the 11:30 a.m. to 8:00 p.m. work schedule are considered to have worked the majority of hours in the 4:00 p.m. to 8:00 a.m. period, and accordingly shall be paid night premium. This premium shall not be paid for any work performed for which overtime is paid.

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

**No Employees Required To Stand By**

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

**Work Schedule in Extreme Weather**

SEC. 10. The Manager will discuss with the local Union representatives, in advance, the general principles to be followed in the event of extreme storms, involving ice, sleet, or snow, in arranging work schedules for employees assigned to field work, to insure that such work will be satisfactorily performed. In such discussion, appropriate consideration shall be given to the extent of outside meter reading involved in various units.

The provisions of this Section shall not apply to rain storms.

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

**Work During Scheduled Lunch Period**

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

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

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

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

**Work On Other Than Regular Shift**

SEC. 12.

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

However, if the employees are not given at least 48 hours notice prior to the time they are to start work under the new schedule of hours, they shall be given four additional hours pay in addition to their regular pay. This provision does not apply at the end of the temporary assignment when employees resume their regular schedule, provided there is at least an eight hour interval between the two scheduled work periods. If there is not at least an eight hour work interval between the scheduled work periods, they shall be paid at one and one-half times their regular rate for the second scheduled period. In applying the above, hours shall not be considered as having been changed if the starting or quitting time, as a temporary replacement on an existing

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schedule, is one hour earlier or less either before or after the employee's regularly scheduled starting or quitting time. No change in an employee's basic workday schedule shall be made for less than eight hours.

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

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

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

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

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

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**Telephone Expenses**

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

**Traveling Expenses**

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

**Meal Expenses**

SEC. 3. When employees are required to work more than two hours' overtime after their regular schedule, or more than two hours' overtime before their regular schedule, effective May 1, 2001 the Company shall pay \$13.00 meal expense, in addition to the applicable overtime rate. Meal time shall not be considered as time worked.

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

**Meal Periods**

Midnight to 12:30 a.m.

6:30 a.m. to 7:00 a.m.

Noon to 12:30 p.m.

6:30 p.m. to 7:00 p.m.

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

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

Employees who are required to continue work for more than two hours beyond their scheduled quitting time shall be paid a meal expense and shall be paid an additional meal expense for each consecutive five hours worked thereafter, with meal time off (without pay) if required. When overtime is planned in advance, the Company will schedule substantially more, or substantially less, than two hours' work, so that there will be no question about the payment of meal expense.

**ARTICLE VIII  
HOLIDAYS**

**Holidays Observed**

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

New Year's Day	- January 1	Deleted: <input type="checkbox"/>
Presidents Day	- Third Monday in February	Deleted: <input type="checkbox"/>
Good Friday	- First Friday after Palm Sunday	Deleted: <input type="checkbox"/>
Memorial Day	- Last Monday in May	Deleted: <input type="checkbox"/>
Independence Day	- July 4	Deleted: <input type="checkbox"/>
Labor Day	- First Monday in September	Deleted: <input type="checkbox"/>
Thanksgiving Day	- Fourth Thursday in November or as proclaimed by the Governor of the State of New Jersey	Deleted: <input type="checkbox"/>
Friday After Thanksgiving Day	- Friday following Thanksgiving Day	Deleted: <input type="checkbox"/>
Christmas Day	- December 25	Deleted: <input type="checkbox"/>
or the days on which they are publicly observed.		Deleted: <input type="checkbox"/>

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

If selected, two (2) of the following days will be guaranteed as a floating holiday: Martin Luther King's Birthday, Election Day, Veterans Day and the employee's birthday. At the time employees normally select

vacation, they may designate one or two of the above days as a holiday. An employee electing Martin Luther King's birthday and/or their birthday if it falls between January 1<sup>st</sup> and March 1<sup>st</sup>, as a guaranteed floating holiday, must schedule at least 30 days prior to that date. If the employee's birthday falls on a regularly scheduled day off or on a holiday, the employee may select the workday before or after the scheduled day off or holiday. In such cases, the employee will be granted the day off. If the employee selects any other day, the day will be granted subject to operating conditions.

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

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

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

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

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

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

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

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

There will be no penalty or premium payments made to employees for these schedule changes.

During their first and last years of employment, permanent employees shall be entitled to one Floating Holiday for each trimester (January - April, May - August, September - December) or part, worked during that calendar year.

### **Holiday Pay**

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

The inquiry function at the Northern Inquiry Center will be staffed on a limited basis on all holidays.

Employees absent without pay on the basic workday immediately before a holiday (or the day on which it is publicly observed) and also absent without pay on the basic workday immediately following the same holiday, shall receive no pay for that holiday.

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

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

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

## ARTICLE IX VACATIONS

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### Length of Vacation

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

### Length of Vacation Long-Service Employees

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

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

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Permanent employees and full time temporary employees with more than six months of service may take vacation that they have accrued for the following year during the current year, providing operating conditions permit and providing it does not interfere with scheduled vacations. Requests for such vacations should be

based on unforeseen circumstances of an urgent nature. Accrued vacation may not be scheduled at the time vacations are selected.

### **Normal Vacation Period**

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SEC. 3. The normal vacation period shall be between May 1 and September 30 and shall apply to all employees. Permanent employees with two weeks or less vacation entitlement may take their total entitlement during the normal vacation period. Permanent employees with more than two weeks vacation entitlement may take their total entitlement less one week during the normal vacation period, with the following exception:

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

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

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

### **Vacations Outside Normal Period**

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

### **Scheduling Vacations**

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SEC. 5. Employees in each department or working unit shall be given the opportunity to select their vacation in the order of Company service. Each employee's first and second choice shall be up to a maximum of two consecutive calendar weeks. Each subsequent choice shall be up to a maximum of one calendar week. If the employee desires to split a vacation choice, taking less than the maximum period allowed, no other choice will be permitted until all employees with less Company service in the department or working unit have determined their choice. In no case shall an employee who desires to split a vacation choice be permitted to take less than one day at a time, subject to the following exception: Employees may elect to split three of their current year's vacation days. Such time off may be taken in segments of either one (a maximum of six), two, four or six hour(s). Requests for time off under this provision shall be granted operating conditions permitting.

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

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

### **Changes in Vacation Schedule**

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

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

### **Holiday During Vacation**

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

### **Posting Vacation Schedules**

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

### **Advance Payment of Salary**

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

### **Administration of Vacation Schedules**

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

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

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

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

Employees being retired on pension shall be granted payment for unused current and accrued vacation time.

Where the separation is due to the death of a permanent employee or a full time temporary employee while the employee is on the active payroll or on leave of absence in accordance with Article X, Section 6, of this Agreement, the heirs or estate shall receive the employee's accrued vacation pay, but no less than a payment of 15 days' pay of 8 hours each.

## ARTICLE X LEAVES OF ABSENCE

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### Full-Time Representative of Union

SEC. 1. Any permanent employee who is selected to serve as a full-time representative of the Union, upon request by the Union, after reasonable notice to the Company, shall be granted a leave of absence without pay during the term of office, and shall continue to accumulate seniority and service credit toward pension throughout the leave of absence. In calculating the pension of such an employee, the "earnings" factor during the period of the leave of absence shall be based on the hourly rate in effect in the employee's permanent job classification at the time of the request. During the term of this Agreement, expiring April 30, 2005, the pension calculation for the full time representative of the Union shall be consistent with that of the membership. Each leave of absence shall expire at the end of one year and be renewable for any subsequent year. Requests for each initial and renewed leave of absence shall be made by letter to the Industrial Relations Manager. In the event that such a request is made by the Union, the Company and the Union will negotiate the terms and conditions pertaining to such leave of absence.

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

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Local 601,

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

### Delegates to Union Conventions

SEC. 2. Employees designated 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, provided the conditions of work at the time are such that the employees' services can be spared. The number of employees who are on leave of absence for this purpose shall not at any time exceed two from each office unless increased by mutual consent. Every reasonable effort will be made to so arrange the work that the employee designated as a delegate, or the employees' alternate, can be given leave for this purpose.

### Funerals

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

- (a) Where the deceased was the father, mother, brother, sister, wife, husband, child, father-in-law or mother-in-law of the employee, the employee shall be given time off of three consecutive working days.
- (b) Where the deceased was the grandfather, grandmother or grandchild of the employee, the employee shall be given time off between the death and burial up to a maximum of one working day.
- (c) The days off as defined in (a) above shall be any three consecutive working days, exclusive of holidays as defined in Article VIII, Section 1, during the period beginning with the day of death and concluding with the second working day following burial, as requested by the employee.

In such cases, the employee shall be given pay for eight hours for each day of absence which is within the basic five-day workweek.

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

- (a) The day will not count as one of the allowable days off and the hours not worked on the day of death will be without pay, or
- (b) The day of death may be counted as one of the allowable days off and the employee will be paid for the hours not worked.

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

### Funerals - Unusual Circumstances

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SEC. 4. In exceptional cases not covered by the preceding section, individual consideration will be given by the Manager based upon the circumstances in the case. In those cases where the circumstances, in the opinion of the Manager, do not appear to warrant granting the employees' requests, the Manager will confer in advance with the Union representative before reaching a decision. Time off granted under this provision will not be made part of an employee's unavailability record for purposes of discipline. Operating conditions permitting, one Union representative will be permitted up to four hours' time off with pay to attend the funeral service of a deceased active employee from that location. The provisions of Article XV shall not apply to these cases. If a dispute arises, it shall be handled as provided for in Article XVIII, Section 2.

### Jury Duty

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

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

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

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

- (a) Normally, the days off for such employees during the period of jury duty will be Saturday and Sunday. However, prior to the first day of jury duty, the employees' days off under their regular schedule will be changed to Saturday and Sunday only if it is necessary to insure that they will have two days off in a payroll week.
- (b) Employees shall report to work on the temporary shift when they can do so in accordance with the second and third paragraphs of this Section.
- (c) When such employees are notified of their final day of jury duty or a change in their final day of jury duty, they shall inform the Company on the day notified.
- (d) Employees will resume their regular schedule on the day following the last day of jury duty. However, if this would result in less than five days at straight time pay (including jury duty) during the payroll week, the employees will be scheduled to work at straight time on one or both of the days off under their regular schedule in order to provide five days at straight time.

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

- (e) In the case of Grand Jury, which is normally scheduled one day a week, employees' shift schedules will not be changed, except when a day off coincides with a day of Grand Jury duty, in which case the employee will be given another day off in the payroll week. The employee will not be required to work any shift on a day of Grand Jury duty.
- (f) There will be no penalty or premium payments made to employees selected for jury duty for schedule changes occasioned by such jury duty.

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

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SEC. 6. Permanent employees shall be granted a leave of absence without pay, after reasonable notice to the Company provided that the conditions of work at the time are such that their services can be spared. The leaves of absence shall be one week for each full year of service up to and including a maximum of thirteen weeks, and in no event shall the Company be required by this Article to grant any employee a total leave of absence exceeding thirteen weeks in any consecutive five-year period. During these leaves of absence, seniority and service shall accumulate. Employees who overstay such leaves will be terminated on the date the leaves expired. Employees who resign during the leaves will be terminated on the date of notification to the Company of intention to resign prior to the expiration of the leaves. If employees accept employment, or engage in business, elsewhere during such leave, without consent of the Company, their employment with the Company

shall be deemed to have terminated on the date the Company became aware of such activities or sooner if the date is known.

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

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**Regular Employees Who Return From Military Service**

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

**Physical Examination**

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

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

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

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

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

**ARTICLE XII  
PROBATIONARY PERIOD**

**Probationary Period for Permanent Employees**

SEC. 1. All persons who hereafter become permanent employees (with the exception of Meter Readers) shall, for a period of six months, be deemed to be on probation and shall be dischargeable at the sole discretion of the Company, without regard to the other provisions of this Agreement.

At the end of the first three months of employment the capabilities and progress of the new employee will be

reviewed and discussed with the employee and the Union.

Persons hired into permanent Meter Reading positions will be deemed to be on probation for a period of nine (9) months and shall be dischargeable at the sole discretion of the Company, without regard to the other provisions of the Agreement. Their capabilities and progress will be reviewed with the employee and the Union at the end of the first six (6) months of employment.

### ARTICLE XIII SENIORITY

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#### Determination of Service

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

#### Determination of Seniority

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##### SEC. 2.

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

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

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

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

#### Posting of Seniority Lists

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

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

#### Grievances Relating to Seniority

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

## Layoff and Recall

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

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

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

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

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

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

Employees scheduled to be laid off may, provided they are qualified, displace a temporary employee. The employee will be reclassified as temporary and the displaced employee shall be discontinued.

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

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

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

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

SEC. 6. The procedure established in Section 5 of this Article shall be modified as follows, in the case of the stewards of the Local Council, elected officers of the Local Council (limited to four in number except in District Offices which now have five), and members of the Executive Committee of the Union (limited to seven in number), in the event that the required reduction in force would result in the layoff of such employee during the term of office, the employee shall not be laid off as long as the required reduction in force can be accomplished by the layoff of another employee, even though the latter employee may have more Combined Office seniority, than the Union steward or elected officer. The Local Council shall provide the Manager in writing with the names of the stewards and elected officers.

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

### ARTICLE XIV PROMOTIONS AND TRANSFERS

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

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

Temporary vacancies in salary Grades 1 through 7, shall be posted for three working days only in the location where the vacancy exists. Temporary vacancies in salary grades 8 through 13 shall be posted in the state. Employees desiring to be considered should submit an application form, supplied by the Company, to their Manager; and on the form employees may if they wish, set forth their qualifications for the position.

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

The Company shall not be required to give consideration for the promotion to employees who do not make application within the period of posting of the notice, with the exception that employees who are absent from

work for two full workdays during such period, including permanent and military service replacement (M.S.R.) employees in military service, and who have at least the minimum qualifications for the positions being filled, shall be considered to have filed an application for the position.

At each location the name and background data for the employee selected will be forwarded to the location where the vacancy exists within nine working days after the removal of the posting. It is understood that local disagreements on job selections are not subject to the grievance procedure, except at the location where the vacancy exists. Within fifteen working days after the removal of the posting, the Union will be consulted and will be notified of the selection before the promotion is made.

\*considered a separate location for posting purposes.

### **Qualifications for Promotions**

SEC. 2. The manual entitled, "Qualifications for Promotion - Raters' Guide", dated May 1, 2002, is by reference incorporated in this Agreement.

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

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- Supervision Required
- Ability to Learn and Retain and Apply Instructions
- Quality of Work
- Quantity of Work
- Work Methods
- Customer/Employee Relations
- Experience in Related Position(s)
- Experience in Position Being Filled and/or of a Higher Salary Grade
- Availability
- Active Disciplinary Action
- Indicated Ability to Perform Supervisory Duties (For Promotion to Classifications Which Include Any Supervisory Responsibilities)

Time spent in any department other than the department in which the vacancy exists shall be given appropriate consideration in evaluating qualifications for promotions as set forth in this Section.

### **Promotions Within the Bargaining Unit**

SEC. 3. The Company agrees that in the event a vacancy occurs in the bargaining unit, covered by this Agreement, the selection of the employee to fill such vacancy shall be made from among qualified employees in the State as defined in Section 1 of this Article. Employees selected to fill permanent vacancies that exist, and cannot be released from their current positions within two weeks after the selection has been made, shall begin accruing occupational seniority in the new position starting on the fifteenth calendar day after the selection has been made. In the event of a combination of District Offices under one Manager, the offices so combined will be considered as one District Office.

An employee who is selected for and accepts a temporary summer position shall not be considered for other temporary summer positions in the same classification in the same calendar year.

Additionally, all temporary summer positions in the Customer Accounts Department; in the Northern Customer Accounts Center and the Southern Inquiry and Accounting Center will be for a minimum duration of 2 years. Successful candidates will not have to compete in the bidding process if the department needs to fill a temporary summer position the following year. First year temporary summer employees will not be required to return should they choose not to.

**Promotion - Trial Period**

SEC. 4. Employees who are promoted or transferred to positions in other classifications shall receive instructions and training in such positions and shall be given six months to qualify except for employees promoted or transferred to the 307 Customer Service Center Service Representative or 308 Service Representative positions. Such employees shall be given 12 months to qualify. At the time the selection is made the Manager shall confer with the Committee of the Local Council to determine if the trial period is to be waived or shortened. Employees who fail to meet the job requirements within this period agreed upon shall at any time during the trial period be reassigned to their former classifications or jobs without loss of seniority and at the appropriate rates of pay. subject to the following exception.

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

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

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

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

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

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For a period of thirty-six months from the effective date of return to the bargaining unit, only that period of time which has elapsed since the date of return will be considered in calculating "Combined Office Seniority". Thereafter, total combined service in UWUA, AFL-CIO/ UCA Local 601, and UCA represented positions,

including all service in such positions prior to the individual resigning from the UWUA, AFL-CIO, UCA Local 601 or the UCA, shall be included in the calculation of "Combined Office seniority."

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

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

**ARTICLE XV  
GRIEVANCES AND ARBITRATION**

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**Procedure for Settling Grievance**

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

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

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

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

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

It is the desire of both the Union and the Company that grievances be disposed of locally. Both parties will make earnest efforts to accomplish that objective. In the event, however, that the matter is not settled locally through one of the above methods, it shall be carried to step "THIRD" below or in the case of discharge step "Fourth" below. In such cases involving discharge, the Union's request that the matter be referred to arbitration must be made within 60 calendar days after the written reply was given in step "SECOND" above. The demand for arbitration must be submitted to the American Arbitration Association within 60 calendar days after the date of such request. If either of these time limitations are not met, the grievance shall no longer exist. In addition, if a hearing is not held within one year of the date of the Union's fourth step letter, the grievance shall no longer exist. The one year period may be extended only by mutual consent of the parties. In no case will the Company's period of liability exceed sixteen months.

**THIRD:** Between members of the Executive Committee of the Union (which shall not be in excess of seven in number) and the Vice President-Customer Operations or designated representatives. The grievance shall be in writing. The Company will meet with the

Union within 120 days of receipt of the grievance at the third step for those grievances received on or after May 1, 1996. A reply in writing shall be given within fifteen calendar days. If a grievance is not submitted in this step within forty-five calendar days after the reply was given in step "SECOND" above, it shall no longer exist.

**FOURTH:**

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

The arbitration board shall consist of three arbitrators. The Company shall choose one arbitrator and the Union shall choose one arbitrator, and these two shall then select a third arbitrator. If the said two arbitrators fail to agree within five (5) days upon the selection of a third arbitrator, the latter shall be selected from a list of arbitrators supplied by the American Arbitration Association. The parties may receive up to three lists of neutral arbitrators from the American Arbitration Association from which to select an arbitrator. Should the parties be unable to agree upon an arbitrator from the first two lists, a third list consisting of five names shall be forwarded to the parties. Each party may strike a maximum of two names and indicate the order of preference for the remaining three. The party initiating the grievance shall prepare a statement setting forth the exact nature of the grievance for submission to the arbitration board.

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After the appointment of the third arbitrator, the arbitration board shall meet for the purpose of reaching a determination in the dispute or difference, and the decision of the majority of the board, submitted in writing, to the Company and the Union, shall be final and binding upon both parties.

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In the case of discharges, the above procedures shall be modified to the extent that a single arbitrator, selected in accordance with the above, shall be used. Accordingly, there will be no need for an arbitration board meeting following the close of the hearing.

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

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

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**Time Off To Discuss Grievances With Company**

SEC. 2. Members of the Committee of the Local Council and other authorized officials of the Union shall be allowed the necessary time off, without loss of pay, to discuss with the Company, grievances arising under this

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

**Discussion of Grievances by Stewards**

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

**Submitting Complaints to Union by Company**

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

**ARTICLE XVI  
DISCIPLINARY ACTION**

**Disciplinary Action - Recourse to Grievance Procedure**

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

**~~Disciplinary Action - Recourse to Grievance Procedure - Temporary Employees~~**

SEC. 2. The Union may initiate a grievance on behalf of a full-time temporary employee who has completed one year of service or a part-time temporary employee who has completed 2088 hours of work. Grievances shall proceed in accordance with Article XV, Section 1.

It is understood that the above language is applicable to time worked from the most recent date of hire, and does not imply that any additional benefits have been granted or affect any other existing terms and conditions for temporary employees.

**Processing of Discharge Cases**

SEC. 3. The Company and the Union shall make a good faith effort to process as promptly as practicable those cases that involve the discharge of an employee.

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**Disciplinary Records**

SEC. 4. When employees establish a clear record in accordance with the Positive Discipline Program, earlier records of formal corrective actions will be disregarded in any review of their overall record.

**ARTICLE XVII  
EMPLOYEE BENEFITS**

**Employee Benefits Plans**

SEC. 1.

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

(b) Disputes or differences arising between the Company and the Union or its members as to the interpretation, application or operation of the provisions of this Section 1, Subsection (a) of Article XVII of the Agreement shall not be subject to arbitration under Article XV of the Agreement.

**Separation Allowance**

SEC. 2. 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 discontinued because no further work can be found for them in any job classification in the Customer Operations Departments in the District or in the Telephone Services Department, shall be given an allowance of one and one-half week's base pay for each full year of service. This allowance shall be in addition to any vacation pay given the separated employee. It is understood, however, that employees shall be entitled at any one layoff time to only such separation allowance as has not been previously paid them, at the rate of one and one-half week's pay for each year of service.

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

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

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**Cashiers' Overages and Shortages**

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

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

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

**Differential Pay for Obligated Reservists**

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SEC. 4. Any permanent employee who is required to serve a two-week period of active duty for training as a member of a component of the Ready Reserve of the Armed Forces of the United States, including the Army National Guard and the Air National Guard, will be paid by the Company, upon submission of the employee's government pay voucher, the amount by which the employee's Company base pay for the period exceeds the amounts paid to the employee by the government for such period as shown on the voucher. No more than one payment to an employee will be made during any government fiscal year.

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

**ARTICLE XVIII  
MEETINGS BETWEEN UNION AND  
COMPANY REPRESENTATIVES**

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**Meetings Between Local Union Committee and Manager**

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

- Bridgewater - not more than three
- East Gate - not more than four
- Burlington - not more than three
- NIC - not more than four
- CCC - not more than four
- NCAC - not more than four

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

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

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

For contract renewal purposes, meetings will be held between the Company and a committee of the Union

not to exceed nine members (excluding any members paid by the Union.)

## ARTICLE XIX LEGISLATIVE

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

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

### Use of Personal Pronouns

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

## ARTICLE XX DURATION OF AGREEMENT

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### Period Covered - Changes by Mutual Consent

SEC. 1. This Agreement shall become effective May 1, 2002, and shall remain in full force and effect until and including April 30, 2005. This Agreement shall continue from year to year after April 30, 2005, if the Union continues as the established and exclusive collective bargaining agent of employees, unless a written notice of desire to amend or terminate it is given by either party to the other at least 60 days prior to April 30, 2005, or at least 60 days prior to April 30 of any year thereafter. Changes in this Agreement may be made at any time by mutual consent.

### Renegotiation at End of Annual Periods

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

### Annulment Under Certain Conditions

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

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

**PUBLIC SERVICE ELECTRIC AND GAS COMPANY**

Date 9/18/02      M. Pego  
Vice President -  
Human Resources

Date 9/18/02      William Dwyer  
Industrial Relations Manager

Date 9/18/02      Patrick M. Burke  
Assistant Secretary

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

Date 9/18/02      Edward J. Dickert  
President

| Date 9/18/02      Helyne Chomko  
Executive Secretary

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**LIST OF POSITIONS ELIGIBLE FOR UNION MEMBERSHIP**

Employees hired and classified to the following positions shall be eligible for membership in the Union:

<b>Code Number</b>	<b>Position Title</b>	<b>Salary Grade</b>
303	Assistant to Supervisor	13
305	Group Supervisor - Service.....	12
306	Field Service Representative.....	10
307	Customer Service Center Service Representative	9
308	Service Representative.....	9
309	Customer Assistance Representative.....	7
310	Service Usher.....	2
311	Service Clerk.....	1
317	Senior Bookkeeper.....	11
318	Special Bookkeeper - B.....	10
320	Special Bookkeeper.....	9
323	Bookkeeper.....	8
324	Bookkeeping Clerk.....	4
325	Assistant Bookkeeper.....	2
330	Supervising Cashier .....	12
333	Cashier .....	9
335	Teller - B.....	9
336	Teller .....	6
339	Senior Teller.....	11
343	Group Supervisor - Credit.....	11
345	General Assistant.....	11
347	Correspondent.....	9
348	Payroll Clerk.....	9
350	General Clerk.....	2
351	Vault Clerk.....	3
352	Receptionist.....	2
353	Stenographer.....	4
354	Typist-Clerk.....	3
355	Clerk-Messenger.....	1



Union and the Company, based on the same principles as were observed in determining the list above.

May 1, 2002

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**EXHIBIT "A"**

PUBLIC SERVICE ELECTRIC AND GAS COMPANY  
DISTRICT OFFICES, CREDIT AND COLLECTION CENTER,  
CUSTOMER PAYMENT PROCESSING CENTER,  
CUSTOMER INQUIRY CENTERS, CUSTOMER ACCOUNTS CENTERS, AND  
THE TELEPHONE SERVICES DEPARTMENT

SALARY GRADES, SALARY RANGES AND SALARY PROGRESSION STEPS  
WEEKLY RATES - EFFECTIVE MAY 1, 2002

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**EXHIBIT "A"**

PUBLIC SERVICE ELECTRIC AND GAS COMPANY  
DISTRICT OFFICES, CREDIT AND COLLECTION CENTER,  
CUSTOMER PAYMENT PROCESSING CENTER,  
CUSTOMER INQUIRY CENTERS, CUSTOMER ACCOUNTS CENTERS, AND  
THE TELEPHONE SERVICES DEPARTMENT

SALARY GRADES, SALARY RANGES AND SALARY PROGRESSION STEPS  
WEEKLY RATES - EFFECTIVE MAY 1, 2003

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**EXHIBIT "A"**

PUBLIC SERVICE ELECTRIC AND GAS COMPANY  
DISTRICT OFFICES, CREDIT AND COLLECTION CENTER,  
CUSTOMER PAYMENT PROCESSING CENTER,  
CUSTOMER INQUIRY CENTERS, CUSTOMER ACCOUNTS CENTERS, AND  
THE TELEPHONE SERVICES DEPARTMENT

SALARY GRADES, SALARY RANGES AND SALARY PROGRESSION STEPS  
WEEKLY RATES - EFFECTIVE MAY 1, 2004

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

**General**

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

**Salary Rate Upon Assignment to a Position**

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

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

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

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

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

Full-day and part-day temporary assignments to a higher position since January 1, 1975 together with time spent on temporary assignments in a higher position with a temporary change in nomenclature shall be credited to an employee's progression time upon permanent or temporary assignment (including upgrading) to such higher position. "Higher position" is determined by the relative standing of salary grades in the case of Exhibit "A" or, in the case of Exhibit "A1", the relative standing of the maximum rates of the positions.

### **In-Classification Progression**

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

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

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

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

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

### **Salary Rate During Temporary Period in Higher Classification**

Employees hired prior to May 22, 1996 shall continue to be compensated in accordance with the guidelines set forth in Exhibit "A", and as outlined below when assigned to work in a higher classification. Employees hired on or after May 22, 1996 who are assigned to work in a higher classification shall receive an additional \$1.00 to their hourly wage rate for time spent performing the assigned work in the higher classification, provided that the total hourly wage does not exceed the maximum hourly wage rate for the position to which they are upgraded. In cases where the addition of \$1.00 to their hourly wage rate would exceed the maximum rate for the position to which they are upgraded, they shall receive the maximum rate for the position to which they are upgraded for each applicable hour.

Employees hired prior to May 22, 1996, who are assigned to work in a higher classification shall be paid for the time worked, but for no less than one hour, the starting rate for the higher classification, or if their existing rate is higher than said starting rate, they shall receive the next step above their existing rate. This minimum

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

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

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

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

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

Employees hired prior to May 22, 1996 shall continue to be compensated in accordance with the guidelines set forth in Exhibit "A", and as outlined below, when assigned to work in a lower classification. Employees hired on or after May 22, 1996 shall continue to be compensated in accordance with the guidelines set forth in Exhibit "A1", and as outlined below, when assigned to work in a lower classification.

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

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

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

Employees who become incapacitated for their regular work may, at the option of the Company, be placed at any work they can do at an appropriate rate of pay and without regard to the seniority provisions of the Agreement. The Company will first consider available positions for which the employee qualifies in the District prior to placing the employee elsewhere in the area (areas are defined as follows: The Northern area shall consist of Newark, Garret Mountain, Paramus, Roseland, Harmon Cove and the Telephone Services Department. The Southern area shall consist of the Southern Customer Inquiry and Accounting Center, East

Gate, Bridgewater, Princeton, and the Customer Payment Processing Center. The Northern Inquiry Center, Northern Accounts Center, Cranford and the Credit and Collection Center shall be included in both the Northern and Southern areas). "Appropriate rate of pay" shall be determined by the circumstances in each individual case, including length of service with the Company, and shall not be considered to be limited by the maximum rate of pay of the position to which such employee is assigned. Further, in the case of employees, who, at the time of their assignment to a lower position because of incapacity, are 60 years of age or over, their existing rate shall not be lowered by virtue of the assignment to the lower-rated job. Incapacitated employees, with five to twelve years' service who have not been placed by the Company, will be paid separation allowance upon discontinuance in accordance with Article XVII, Section 2.

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

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

#### **Reclassification**

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

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

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

The date on which an increase is due will be postponed by the number of working days which an employee is away from work, with or without pay, in excess of the following number of working days (during the salary progression step interval) because of illness, sick leave, disciplinary action, layoff or leave of absence of more than one week at a time (except military service leave of absence): 6 days for a 6-month progression step interval, and 9 days for a 9-month progression step interval. Separate absences of one or more full days and individual leaves of absence of more than one week (including holidays observed on days in the basic workweek which fall during the leave of absence), for the above purposes, within the salary progression step

interval shall be accumulated to determine the total days of absence. A holiday occurring during a full-day disability absence, does not count as a day of disability absence and accordingly shall not be included in the total days of absence. A holiday occurring during a period when the employee is being paid at State Plan rate is counted as a day of disability and shall be included in the total days of absence.

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

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

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

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

**Exhibit "C"**

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

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

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

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**No. 1**  
**Temporary Assignments**

**October 22, 1947**

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

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

No. 2

Commercial Offices  
Plan for Calculation of Salary Reductions –  
Employees Downgraded Due to Physical Disability  
(Effective November 1, 1950)

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

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

NOTES

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

Service is determined to nearest anniversary from the date of assignment. No reduction shall be made in the salary of any employee downgraded due to physical disability, whose service period is 25\* years or more.

\*(Service period reduced from 35 to 30 effective May 1, 1969; 30 to 25 effective May 1, 1971.)

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

November 1, 1950

No. 3

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

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

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

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

1. Basically, ineligible supervisors have bona fide supervisory responsibilities and authority.
  - (a) However, depending upon the size of the department and circumstances, supervisory duties may not require the full time of the supervisor. The supervisor can, under such circumstances, perform "eligible" work as occasion requires.
  - (b) In addition, a supervisor may perform routine work covering:
    - Lunch periods
    - Emergencies and to handle special rush work
    - Illness
    - Vacations

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

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

The Supervisor-Service will continue to handle customers.

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

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

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

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

Examples:

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

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

Notes:

- 1) The second sentence of 1.(a) has been modified to eliminate gender identification.
- 2) 1.(b) has been modified to delete references to Supervising Cashier.

June 9, 1953

**No. 4**

**May 11, 1961**

Mr. Morgan Sweeney, President  
Utility Co-Workers' Association  
6 West Park Street  
Newark, New Jersey

Dear Mr. Sweeney:

**SECOND STEP GRIEVANCE PROCEDURE**

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

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

(Sgd.) Very truly yours,  
D. S. Lord  
Manager - Industrial Relations

Please indicate your concurrence with the above by signing and returning a copy of this letter.

Date 5-12-61 Signed (Sgd.) Morgan Sweeney

Notes: Gender identification has been eliminated throughout.

See supplementary letter dated 5/1/87.

**No. 5**

**June 26, 1967**

Mr. Morgan Sweeney, President  
Utility Co-Workers' Association  
22 East Park Street  
Newark, New Jersey

Dear Mr. Sweeney:

**CONSIDERATION OF PERMANENT AND MILITARY SERVICE REPLACEMENT (M.S.R.)  
EMPLOYEES IN MILITARY SERVICE FOR POSTED VACANCIES**

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

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

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

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

3. The temporary vacancy created because a permanent position is being reserved for an employee in military service shall be filled on a temporary assignment basis pending the return of the employee from military service. Effective on the date of reinstatement, all employees affected thereby will be returned to their former status.
4. When an employee is awarded more than one promotion while in military service, the promotion to the last position shall be effective on the date of the employee's reinstatement and shall be administered as outlined in the preceding paragraphs. In such cases, the temporary vacancy in the position to which the employee in military service was first promoted will become a permanent vacancy upon selecting the employee in military service for another promotion.
5. Where possible, the Commercial Manager will notify the employee in military service of the employee's selection for promotion and that the position will be reserved for the employee pending the employee's return from military service unless the employee declines the future promotion.

(Sgd.) Very truly yours,  
F. A. Brock, Jr.  
Manager – Industrial Relations  
M. S.  
6/26/67

Note: Gender identification has been eliminated throughout.

March 18, 1969

Mr. Morgan Sweeney, President  
Utility Co-Workers' Association  
22 East Park Street  
Newark, New Jersey 07102

Dear Mr. Sweeney:

**LANGUAGE INTERPRETING ASSIGNMENTS**

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

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

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

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

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

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

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

Notes: Gender identification has been eliminated throughout.

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

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

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

**Example No. 1**

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

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

**Example No. 2**

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

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

**Example No. 3**

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

**Example No. 4**

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

**No. 7**

**June 9, 1975**

Mr. Benjamin Percario, President  
Utility Co-Workers' Association  
22 East Park Street

Newark, New Jersey 07102

Dear Mr. Percario:

**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 or more years of Combined Office seniority unless prudent financial judgment dictates that such a policy cannot be supported at the time.

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

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

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

**No. 8**

**May 1, 1977**

Mr. Thomas Matulewicz, President  
Utility Co-Workers' Association  
22 East Park Street  
Newark, New Jersey 07102

Dear Mr. Matulewicz:

**BRIDGING PERIODS OF SERVICE – TEMPORARY EMPLOYEES**

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

(Sgd.) Very truly yours,  
F. A. Brock, Jr. 8/23/77  
General Manager – Industrial Relations  
T. M.  
8/23/77

**No. 9**

**May 1, 1977**

Mr. Thomas Matulewicz  
Utility Co-Workers' Association  
22 East Park Street  
Newark, New Jersey 07102

Dar Mr. Matulewicz:

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

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

(Sgd.) Very truly yours,  
F. A. Brock, Jr. 8/23/77  
General Manager - Industrial Relations  
T. M.  
8/23/77

**No. 10**

**June 9, 1978**

Mr. John Reardon, President  
Utility Co-Workers' Association  
22 East Park Street  
Newark, New Jersey 07102

Dear Mr. Reardon:

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

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

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

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

1. Employees will be required to join the Utility Co-Workers' Association.
2. Employees will be entitled to only the following benefits:
  - a. State Plan Illness Benefits
  - b. Blue Cross/Blue Shield or HMO Health Insurance Plans
  - c. Holiday pay if employee works the full day before and after the holiday
3. There will be no predetermined work schedule. Employees with the least number of hours worked will be called first.
4. Once employees are called into work, they will work at least 4 hours on that day, provided they report for work by 11:00 A.M.
5. Employees will be upgraded to a higher classification only after all full-time employees have been asked.
6. Employees will be assigned to work overtime only after all full-time employees have been asked.
7. Employees will be paid at the rate of one and one-half times for all hours worked in excess of the 8-hour basic workday or 40-hour basic workweek.

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

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

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

**No. 11**

**May 1, 1980**

Mr. John Reardon, President  
Utility Co-Workers' Association  
330 Glenwood Avenue  
Bloomfield, New Jersey 07003

Dear Mr. Reardon:

**EMPLOYEES INJURED ON OVERTIME**

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

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

(Sgd.) Very truly yours,  
C. P. Trivisano  
Manager – Industrial Relations  
Commercial Operations  
J.J. Reardon  
8/13/80

**No. 12**

**May 1, 1980**

Mr. John Reardon, President  
Utility Co-Workers' Association  
330 Glenwood Avenue  
Bloomfield, New Jersey 07003

Dear Mr. Reardon:

**SAFETY PRESCRIPTION GLASSES**

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

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

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

(Sgd.) Very truly yours,  
C. P. Travisano  
Manager – Industrial Relations  
Commercial Operations  
J.J.Reardon  
8/13/80

**No. 13**

**October 6, 1980**

Mr. John Reardon, President  
Utility Co-Workers' Association  
330 Glenwood Avenue – Room 202  
Bloomfield, New Jersey 07003

Dear Mr. Reardon:

**SHIFT ASSIGNMENTS – UNION REPRESENTATIVES**

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

Members of the Executive Committee of the Union (limited to 7 in number, including member(s) on full-time leave of absence), the Chairperson – northern Customer Inquiry and Accounting Center and the Chairperson – southern Customer Inquiry and Accounting Center, if subject to shift work, shall be given the option of working the 8:00 a.m. to 4:30 p.m. shift, Monday to Friday.

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

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

(Sgd.) Very truly yours,  
C. P. Travisano

Manager - Industrial Relations  
Commercial Operations

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

**No. 14**

**May 1, 1982**

Mr. Jerry Bello  
Utility Co-Workers' Association  
330 Glenwood Avenue - Room 202  
Bloomfield, New Jersey 07003

Dear Mr. Bello:

**IMPLEMENTATION OF ARTICLE VI, SECTION 12 WORK ON OTHER THAN REGULAR SHIFT**

During negotiation of the Agreement (CAMS) effective May 1, 1982, it was agreed to add the above Section to the Agreement. As agreed, the Company will designate six G308 Service Representative positions at the northern Customer Inquiry and Accounting Center and four G308 Service Representative positions at the southern Customer Inquiry and Accounting Center as "floaters". The regular schedule for the employees who fill these positions will be Monday to Friday, 8:00 a.m. to 4:30 p.m. However, the employees who fill these positions will be subject to transfer to different shifts and/or workday schedules on a rotational basis. The terms and conditions of such transfers are outlined in Article VI, Section 12.

In order to designate the positions involved, as permanent Service Representative vacancies occur in the Monday to Friday, 8:00 a.m. to 4:30 p.m. work schedule, Service Representatives, in the order of Combined Office seniority, will be asked if they want to work the open ("floater") schedule. Employees selecting these positions will be informed of the "floating" requirement. In the event that the schedules are not filled by employees exercising their option, the positions will be posted in accordance with Article XIV, Section 1, of the Agreement. The "Notice of Vacancy in Organization" will include the "floating" requirement. The employees who fill these positions will not be permitted to reselect shifts on an annual basis.

Although it is not expected to occur frequently, in the event that all of the "floaters" are utilized, a maximum of six Service Representatives at the northern Center and four Service Representatives at the southern Center may be transferred. Such employees will be transferred from the 8:00 a.m. to 4:30 p.m. or 9:00 a.m. to 5:30 p.m. work schedules (Monday to Friday) or if additional employees are necessary, from the 7:00 a.m. to 3:30 p.m. work schedule (Monday to Friday), depending on operating conditions.

(Sgd.) Very truly yours,  
R. J. Stickle  
Manager - Industrial Relations  
Customer and Marketing Services  
(Sgd.) J. M. Bello  
5/26/82

Note: Center Seniority changed to Combined Office Seniority effective 5/1/87.  
(See supplemental letter "Floater Positions in Inquiry" dated 5/1/2002)

**No. 15**

**May 1, 1982**

Mr. Jerry Bello, President  
Utility Co-Workers' Association  
330 Glenwood Avenue - Room 202  
Bloomfield, New Jersey 07003

Dear Mr. Bello:

**FIRST LEVEL SUPERVISORY POSITIONS AND CONFIDENTIAL POSITIONS**

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

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

(Sgd.) Very truly yours,  
R. J. Stickle  
Manager – Industrial Relations  
Customer and Marketing Services  
(Sgd.) J. M. Bello  
5/26/82

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

**No. 16**

**May 1, 1982**

Mr. Jerry Bello, President  
Utility Co-Workers' Association  
330 Glenwood Avenue – Room 202  
Bloomfield, New Jersey 07003

Dear Mr. Bello:

**ANNUAL SHIFT SELECTION**

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

On an annual basis, to begin one year after the initial staffing of a Center has been completed, the Company shall permit employees, except those who have been designated as “floaters”, to reselect shifts. Employees will be given shift selection forms to complete. These forms will be used for shift selection. The selection of shifts will be based on Combined Office seniority. If the manpower requirements for certain shifts are not filled by employees having exercised their options, then assignments to these shifts shall be made, as required, in the inverse order of Combined Office seniority.

(Sgd.) Very truly yours,  
R. J. Stickle  
Manager – Industrial Relations  
Customer and Marketing Services  
(Sgd.) J. M. Bello  
5/26/82

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

**No. 17**

Mr. P. Fiorini, President  
Utility Co-Workers' Association  
330 Glenwood Avenue – Room 202  
Bloomfield, New Jersey 07003

Dear Mr. Fiorini:

**CONSOLIDATION OF TWO BARGAINING UNITS**

**May 1, 1980** – (Eliminated, 1996 negotiations.)

**No. 18**

**May 1, 1987**

Mr. P. Fiorini, President  
Utility Co-Workers' Association  
330 Glenwood Avenue – Room 202  
Bloomfield, New Jersey 07003

Dear Mr. Fiorini:

**VALIDATED TESTS**

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

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

(Sgd.) R. N. Turken  
Industrial Relations Manager  
(Sgd.) Peter Fiorini, President  
8/6/87

**No. 19**

Mr. P. Fiorini, President  
Utility Co-Workers' Association  
330 Glenwood Avenue – Room 202  
Bloomfield, New Jersey 07003

Dear Mr. Fiorini:

**METER READER TRANSPORTATION**

**May 1, 1987** - (Eliminated 2002 negotiations)

**No. 20**

**May 1, 1987**

Mr. P. Fiorini, President  
Utility Co-Workers' Association  
330 Glenwood Avenue – Room 202  
Bloomfield, New Jersey 07003

Dear Mr. Fiorini:

**MONTHLY SALARY LISTING OF EMPLOYEES**

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

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

(Sgd.) R. N. Turken  
Industrial Relations Manager  
(Sgd.) Peter Fiorini, President  
8/6/87

**No. 21**

**May 1, 1987**

Mr. P. Fiorini, President  
Utility Co-Workers' Association  
330 Glenwood Avenue – Room 202  
Bloomfield, New Jersey 07003

Dear Mr. Fiorini:

**TAPE RECORDERS AT COMPANY-UNION MEETINGS**

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

Very truly yours,  
(Sgd.) R. N. Turken  
Industrial Relations Manager  
(Sgd.) Peter Fiorini, President  
8/6/87

**No. 22**

**May 1, 1987**

Mr. Peter Fiorini, President  
Utility Co-Workers' Association  
330 Glenwood Avenue – Room 202  
Bloomfield, New Jersey 07003

Dear Mr. Fiorini:

**RECONFIGURING OF SHIFTS DURING ANNUAL SHIFT SELECTION PROCESS**

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

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

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

Very truly yours,  
(Sgd.) R. N. Turken  
Industrial Relations Manager  
(Sgd.) Peter Fiorini, President  
8/6/87

**No. 23**

**May 1, 1987**

Mr. Peter Fiorini, President  
Utility Co-Workers' Association  
330 Glenwood Avenue - Room 202  
Bloomfield, New Jersey 07003

Dear Mr. Fiorini:

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

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

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

Very truly yours,  
(Sgd.) R. N. Turken  
Industrial Relations Manager  
(Sgd.) Peter Fiorini, President  
8/6/87

**No. 24**

**May 1, 1987**

Mr. Peter Fiorini, President

Utility Co-Workers' Association  
330 Glenwood Avenue – Room 202  
Bloomfield, New Jersey 07003

Dear Mr. Fiorini:

#### **HEALTH INSURANCE COVERAGE FOR TEMPORARY EMPLOYEES**

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

Very truly yours,  
(Sgd.) R. N. Turken  
Industrial Relations Manager  
(Sgd.) Peter Fiorini, President  
8/6/87

**Note:** See supplementary letters numbered 57 and 58, dated May 1, 1996.

**No. 25**

**May 1, 1989**

Mr. Peter Fiorini, President  
Utility Co-Workers' Association  
55 Washington Street – Suite 200  
Bloomfield, New Jersey 07003

Dear Mr. Fiorini:

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

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

##### **PURPOSE**

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

##### **COMMITTEE RESPONSIBILITIES**

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

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

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

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

#### **COMMITTEE MEMBERS**

The Committee shall consist of the Manager – Industrial Relations, the Industrial Relations Managers, the Benefits Planning Manager and one designated individual from each bargaining unit. If the Union designee is an active employee, such employee shall be paid for meeting and travel time when meetings are held. Other individuals designated by the Company or by a Union may be asked to participate in discussions from time to time.

#### **COMMITTEE MEETINGS**

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

Very truly yours,  
(Sgd.) R. N. Turken  
Industrial Relations Manager  
(Sgd.) Peter Fiorini, President  
7/7/89

#### **No. 26**

Mr. Peter Fiorini, President  
Utility Co-Workers' Association  
55 Washington Street – Suite 200  
Bloomfield, New Jersey 07003

Dear Mr. Fiorini:

**EXTRACTOR EQUIPMENT**  
**May 1, 1989 - (Eliminated 2002 negotiations)**  
**(See Article VI, Section 2)**

#### **No. 27**

Mr. Peter Fiorini, President  
Utility Co-Workers' Association  
55 Washington Street – Suite 202  
Bloomfield, New Jersey 07003

Dear Mr. Fiorini:

**May 1, 1989**

**TUITION AID PLAN**

Letter eliminated 1996 negotiations, see letter number 59, dated May 1, 1996.

**No. 28**

**May 1, 1989**

Mr. Peter Fiorini, President  
Utility Co-Workers' Association  
55 Washington Street – Suite 200  
Bloomfield, New Jersey 07003

Dear Mr. Fiorini:

**TIME OFF FOR PERSONAL REASONS**

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

In all cases time off granted will be without pay.

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

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

Very truly yours,  
(Sgd.) R. N. Turken  
Industrial Relations Manager  
(Sgd.) Peter Fiorini, President  
7/7/89

**No. 29**

**May 1, 1989**

Mr. Peter Fiorini, President  
Utility Co-Workers' Association  
55 Washington Street – Suite 200  
Bloomfield, New Jersey 07003

Dear Mr. Fiorini:

**RECLASSIFY G371 TO G350**

During negotiation of the Agreement (CAMS) effective May 1, 1989, it was agreed to reclassify all G371 Collection and Meter Reading Clerks to G350 General Clerks. Affected employees who are not qualified to type will not be required to do so.

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

**No. 30**

**May 1, 1989**

Mr. Peter Fiorini, President  
Utility Co-Workers' Association  
55 Washington Street – Suite 200  
Bloomfield, New Jersey 07003

Dear Mr. Fiorini:

**TYPING REQUIREMENTS G350**

During negotiation of the Agreement (CAMS) effective May 1, 1989, it was agreed that any applicant selected to fill a permanent or temporary G350 General Clerk position must meet the typing requirement of the position as outlined in the Job Specification in order to qualify for this position, with the exception of employees who are:

- 1) Downgraded to the position due to incapacity;
- 2) Recalled to the position, or
- 3) Bumped to the position due to a curtailment.

Very truly yours,  
(Sgd.) R. N. Turken  
Industrial Relations Manager  
(Sgd.) Peter Fiorini, President  
7/7/89

**No. 31**

**May 1, 1989**

Mr. Peter Fiorini, President  
Utility Co-Workers' Association  
55 Washington Street – Suite 200  
Bloomfield, New Jersey 07003

Dear Mr. Fiorini:

**RECLASSIFY G369 TO G370**

During negotiation of the Agreement (CAMS) effective May 1, 1989, it was agreed to reclassify all G369 Meter Readers – A to G370 Meter Readers.

Very truly yours,  
(Sgd.) R. N. Turken  
Industrial Relations Manager  
(Sgd.) Peter Fiorini, President  
7/7/89

**No. 32**

**May 1, 1992**

Mr. Peter Fiorini, President  
Utility Co-Workers' Association  
55 Washington Street - Suite 200  
Bloomfield, New Jersey 07003

Dear Mr. Fiorini:

**PERFORMANCE APPRAISALS**

This letter supersedes the letter dated May 1, 1980, and confirms agreement reached during negotiation of the Agreements (CSMS, TELE), effective May 1, 1992. Effective May 1, 1992, employees will be provided with a copy of their completed Performance Appraisal Form upon their request.

Very truly yours,  
(Sgd.) R. N. Turken  
Industrial Relations Manager  
(Sgd.) Peter Fiorini, President  
1/20/93

**No. 33**

**May 1, 1992**

Mr. Peter Fiorini, President  
Utility Co-Workers' Association  
55 Washington Street Suite 200  
Bloomfield, New Jersey 07003

Dear Mr. Fiorini:

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

This letter supersedes the letters dated March 17, 1983, May 1, 1987 and November 9, 1987, and confirms agreement reached during negotiation of the Agreement (CSMS), effective May 1, 1992.

It was agreed that as permanent or temporary vacancies occur in any Meter Reader, Field Service Representative or Collection and credit Representative position, all permanent employees in the district in the job classification in which the vacancy exists shall be offered the vacant position in descending Combined

Office Seniority order. It is understood that the employees may decline the offer and remain on their present shifts or schedules.

Employees accepting the offer who relocate within the district are not entitled to travel or meal expense.

Subsequent vacancies in the chain will be filled as above. when a vacancy cannot be filled in this manner it will be posted in accordance with Article XIV, Section 1, of the Agreement. The vacant shift or schedule will be indicated on the posting.

It was further agreed that employees in the above positions shall be permitted to reselect shifts or schedules on an annual basis in the order of Combined Office Seniority. If staffing requirements for certain shifts or schedules are not filled by employees having exercised their options, assignments to these shifts or schedules shall be made, as required, in the inverse order of Combined Office Seniority, with the exception of members of the Union Executive Council (maximum of one in each department). In such case, another employee will be reassigned based on Combined Office Seniority.

It is understood that the company maintains the right to increase or decrease the number of employees assigned to a shift or schedule at any time.

Very truly yours,  
(Sgd.) R. N. Turken  
Industrial Relations Manager  
(Sgd.) Peter Fiorini, President  
1/20/93

**No. 34**

**May 1, 1992**

Mr. Peter Fiorini, President  
Utility Co-Workers' Association  
55 Washington Street Suite 200  
Bloomfield, New Jersey 07003

Dear Mr. Fiorini:

**MILEAGE ALLOWANCE**

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

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

Very truly yours,  
(Sgd.) R. N. Turken  
Industrial Relations Manager  
(Sgd.) Peter Fiorini, President  
1/20/93

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

**No. 35**

Mr. Peter Fiorini, President  
Utility Co-Workers' Association  
55 Washington Street Suite 200  
Bloomfield, New Jersey 07003

Dear Mr. Fiorini:

**PARKING ALLOWANCE**

**May 1, 1992 - (Eliminated 2002 negotiations)**

~~(See supplementary letter number 53 dated May 1, 1996)~~

Deleted: ---

Inserted: --- (See supplementary letter number 63 dated May 1, 1996)

**No. 36**

Mr. Peter Fiorini, President  
Utility Co-Workers' Association  
55 Washington Street Suite 200  
Bloomfield, New Jersey 07003

Dear Mr. Fiorini:

**TRANSFERS – MEAL AND COMMUTING EXPENSE**

**May 1, 1992 – (Eliminated 1996 negotiations, see letter number 56.)**

**No. 37**

Mr. Peter Fiorini, President  
Utility Co-Workers' Association  
55 Washington Street Suite 200  
Bloomfield, New Jersey 07003

Dear Mr. Fiorini:

**QUALIFICATIONS FOR PROMOTIONS TASK GROUP**

**May 1, 1992 (Eliminated 1996 negotiations, see Article XIV, Section 2.)**

**No. 38**

**May 1, 1992**

Mr. Peter Fiorini, President  
Utility Co-Workers' Association  
55 Washington Street Suite 200

Bloomfield, New Jersey 07003

Dear Mr. Fiorini:

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

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

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

Very truly yours,

(Sgd.) R. N. Turken  
Industrial Relations Manager

(Sgd.) Peter Fiorini, President  
1/20/93

**No. 39**

Mr. Peter Fiorini, President  
Utility Co-Workers' Association  
55 Washington Street Suite 200  
Bloomfield, New Jersey 07003

Dear Mr. Fiorini:

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

May 1, 1992 (Eliminated, 1996 negotiations.)

**No. 40**

**Modify Letter of Agreement**

**May 1, 2002**

Mr. Edward J. Dickert, President  
UWUA, AFL-CIO/ UCA Local 601  
55 Washington Street, Suite 200  
Bloomfield, NJ 07003

Dear Mr. Dickert:

**FLOATING HOLIDAYS**

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

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

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

Deleted:

Very truly yours,

William Dwyer  
Industrial Relations Manager

Edward J. Dickert,  
President - UWUA, AFL-CIO/ UCA Local 601

Michael Edwards,  
First Vice President - UWUA, AFL-CIO/ UCA Local 601

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

**No. 41**

**May 1, 1992**

Mr. Peter Fiorini, President  
Utility Co-Workers' Association  
55 Washington Street Suite 200  
Bloomfield, New Jersey 07003

Dear Mr. Fiorini:

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

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

Very truly yours,  
(Sgd.) R. N. Turken  
Industrial Relations Manager  
(Sgd.) Peter Fiorini, President  
1/20/93

**No. 42**

**May 1, 1992**

Mr. Peter Fiorini, President  
Utility Co-Workers' Association

55 Washington Street Suite 200  
Bloomfield, New Jersey 07003

Dear Mr. Fiorini:

**METER READING UNIFORMS**

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

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

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

Very truly yours,  
(Sgd.) R. N. Turken  
Industrial Relations Manager  
(Sgd.) Peter Fiorini, President  
1/20/93

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

**No 43**

**May 1, 1992**

Mr. Peter Fiorini, President  
Utility Co-Workers' Association  
55 Washington Street  
Bloomfield, New Jersey 07003

Dear Mr. Fiorini:

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

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

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

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

Very truly yours,  
(Sgd.) R. N. Turken  
Industrial Relations Manager  
(Sgd.) Peter Fiorini, President  
1/20/93

No. 44

May 1, 1992

Mr. Peter Fiorini, President  
Utility Co-Workers' Association  
55 Washington Street Suite 200  
Bloomfield, New Jersey 07003

Dear Mr. Fiorini:

**FOOTWEAR FOR FIELD PERSONNEL**

During negotiation of the Agreement (CSMS) effective May 1, 1992, it was agreed that the Company will provide slip resistant footwear to all permanent and temporary G370 Meter Readers, G365 Group Supervisors – Meter Reading, G306 Field Service Representatives and G368 Collection Representatives as part of the uniform program. The terms of this agreement are as follows:

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

Very truly yours,  
(Sgd.) R. N. Turken  
Industrial Relations Manager  
(Sgd.) Peter Fiorini, President  
1/20/93

**No. 45**

Mr. Peter Fiorini, President  
Utility Co-Workers' Association  
55 Washington Street Suite 200  
Bloomfield, New Jersey 07003

Dear Mr. Fiorini:

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

**May 1, 1992** (Eliminated, 2002 negotiations)

{See Article VI, Section 2}

**No. 46**

Mr. Peter Fiorini, President  
Utility Co-Workers' Association  
55 Washington Street Suite 200  
Bloomfield, New Jersey 07003

Dear Mr. Fiorini:

**POST SELECTION TESTS**

**May 1, 1992** (Eliminated, 2002 negotiations – See Letter "Pre-Selection Tests" dated 5/1/2002)

**No. 47**

**May 1, 1992**

Mr. Peter Fiorini, President  
Utility Co-Workers' Association  
55 Washington Street Suite 200  
Bloomfield, New Jersey 07003

Dear Mr. Fiorini:

**FIELD SERVICE REPRESENTATIVES PHYSICALLY DISCONNECTING ELECTRIC METERS**

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

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

Very truly yours,  
(Sgd.) R. N. Turken  
Industrial Relations Manager  
(Sgd.) Peter Fiorini, President  
1/20/93

**No. 48**

**April 7, 1992**

Mr. Peter Fiorini, President  
Utility Co-Workers' Association  
55 Washington Street Suite 200  
Bloomfield, New Jersey 07003

Dear Mr. Fiorini:

**ESTABLISHMENT OF V.I.P. SAFETY COMMITTEE**

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

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

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

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

Very truly yours,  
(Sgd.) R. N. Turken  
Industrial Relations Manager  
(Sgd.) Peter Fiorini, President  
1/20/93

**No. 49**

**May 1, 1996**

Mr. Peter Fiorini, President  
Utility Co-Workers' Association  
55 Washington Street Suite 200  
Bloomfield, New Jersey 07003

Dear Mr. Fiorini,

**METER READING UNIFORMS (SHORTS)**

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

Very truly yours,  
(Sgd.) Joanne M. Walsh  
Industrial Relations Manager  
(Sgd.) Peter Fiorini, President  
5/1/96

**No. 50**

**May 1, 1996**

Mr. Peter Fiorini, President  
Utility Co-Workers' Association  
55 Washington Street Suite 200  
Bloomfield, New Jersey 07003

Dear Mr. Fiorini:

**COMBINED OFFICE SENIORITY - TELEPHONE SERVICES EMPLOYEES**

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

Very truly yours,  
(Sgd.) Joanne M. Walsh  
Industrial Relations Manager  
(Sgd.) Peter Fiorini, President  
5/1/96

**No. 51**

Mr. Peter Fiorini, President  
Utility Co-Workers' Association  
55 Washington Street Suite 200  
Bloomfield, New Jersey 07003

Dear Mr. Fiorini:

**PERFORMANCE INCENTIVES 1997 – 2000**  
**May 1, 1996 (Eliminated, 2002 negotiations)**

No. 52  
**Modify Letter of Agreement**

**May 1, 2002**

Mr. Edward J. Dickert, President  
UWUA, AFL-CIO/ UCA Local 601  
55 Washington Street, Suite 200  
Bloomfield, NJ 07003

Dear Mr. Dickert:

**METER READER TRANSPORTATION**

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

Meter Readers will not be required to use their personal vehicles on assignments which require that the vehicle be used to travel to each premise.

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

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

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

Very truly yours,

William Dwyer  
Industrial Relations Manager

Edward J. Dickert,

President - UWUA, AFL-CIO/ UCA Local 601

Michael Edwards,  
First Vice President - UWUA, AFL-CIO/ UCA Local 601

Note: Modified LOA "Meter Reader Transportation" dated 5/1/1996

**No. 53**

**May 1, 1996**

Mr. Peter Fiorini, President  
Utility Co-Workers' Association  
55 Washington Street Suite 200  
Bloomfield, New Jersey 07003

Dear Mr. Fiorini:

**PARKING ALLOWANCE**

This letter confirms agreement reached during negotiations of the Agreement effective May 1, 1996 and supersedes the letter dated May 1, 1992 entitled, "Parking Allowance."

As agreed, the Company will discontinue payment of the \$3.00 per day parking allowance to Meter Readers in the Newark District Office for each day they use their personal vehicle in the performance of their assigned duties. This agreement will remain in effect for as long as free parking is provided for these employees. In the event that the free parking arrangement is discontinued, the parking allowance will be reinstated.

Very truly yours,  
(Sgd.) Joanne M. Walsh  
Industrial Relations Department  
(Sgd.) Peter Fiorini, President  
5/1/96

**No. 54**

**May 1, 1996**

Mr. Peter Fiorini, President  
Utility Co-Workers' Association  
55 Washington Street Suite 200  
Bloomfield, New Jersey 07003

Dear Mr. Fiorini:

**ASSIGNMENT OF WORK IN COLLECTION DEPARTMENT**

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

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

Very truly yours,  
(Sgd.) Joanne M. Walsh  
Industrial Relations Manager  
(Sgd.) Peter Fiorini, President  
5/1/96

**No. 55**  
**Modify Letter of Agreement**

**May 1, 2002**

Mr. Edward J. Dickert, President  
UWUA, AFL-CIO/ UCA Local 601  
55 Washington Street, Suite 200  
Bloomfield, NJ 07003

Dear Mr. Dickert:

**JOB SITE REPORTING**

As agreed during negotiation of the Agreement effective May 1, 1996, G369/370 Meter Readers hired on or after August 31, 1987 will report directly to their assignments within ½ hour after their scheduled start time, unless otherwise directed.

Meter Readers hired prior to August 31, 1987, can volunteer to report directly to their assignments unless otherwise directed; or report to the District Office, at 7:30 a.m. These employees may also elect to job site report but not arrive at their first stop earlier than whatever time it would have taken to get from their local office to that stop.

Very truly yours,  
  
William Dwyer  
Industrial Relations Manager

Edward J. Dickert,  
President - UWUA, AFL-CIO/ UCA Local 601

Michael Edwards,  
First Vice President - UWUA, AFL-CIO/ UCA Local 601

Note: Replaced LOA "Job Site Reporting" dated 5/1/1996

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

**May 1, 2002**

Mr. Edward J. Dickert, President  
UWUA, AFL-CIO/ UCA Local 601  
55 Washington Street, Suite 200  
Bloomfield, NJ 07003

Dear Mr. Dickert:

### **Transfers**

This Letter supersedes the Letter dated May 1, 1996, entitled, "Transfers" During negotiation of the Agreement effective May 1, 2002, it was agreed that employees will not be permanently transferred from District to District, Center to District, District to Center, or Center to Center, unless the employee consents to such transfer. In the event that the employee does not consent to the transfer, he/she shall have the option of bumping in accordance with Article XIII, Section 5, Layoff & Recall, of the Agreement, or being laid off and receiving separation allowance in accordance with the provisions of Article XVII, Section 2, Separation Allowance, of the Agreement.

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

Employees permanently transferred due to office consolidations, closings or relocations, from the period of May 1, 1996 through April 30, 1998 will be entitled to mileage expense for one month from the date of transfer if the transfer exceeds 10 miles. This will be measured as follows: The distance between the old and the new location using the most direct driving route. The commuting expense shall be determined by multiplying this distance by two and grossing up twenty five percent. No employee shall receive this expense when absent due to any reason or if selected to fill a posted vacancy which results in a transfer to another location.

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

- Paramus: to Garret Mountain, Harmon Cove
- Harmon Cove: to Newark, Roseland, Paramus, Garret Mountain
- Garret Mountain: to Paramus, Roseland, Harmon Cove
- Roseland: to Newark, Garret Mountain, Harmon Cove, Cranford
- Newark: to Roseland, Cranford, Harmon Cove
- Cranford: to Newark, Princeton, Roseland, NIAC, CCMC
- Princeton: to Cranford, East Gate, SIAC
- East Gate: to Princeton, SIAC
- CCMC: to Cranford, NIAC

- NIAC: to CCMC, Cranford
- SIAC: to East Gate, Princeton

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

Very truly yours,

William Dwyer  
Industrial Relations Manager

Edward J. Dickert,  
President - UWUA, AFL-CIO/ UCA Local 601

Michael Edwards,  
First Vice President - UWUA, AFL-CIO/ UCA Local 601

Note: Modified May 1, 2002 only to reflect maximum duration of fifteen days, which was previously ten

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Note: Modified LOA "Transfers" dated 5/1/1996  
Additional letters which affect transfers are:  
Relocation of Cranford District Office and Transfer of Harmon Cove Sales and Service Associates -  
dated June 30, 1999  
Transfer of Accounting Department Employees and Move of Collection and Call Management  
Operations - dated July 9, 1999

No. 57  
Modify Letter of Agreement

May 1, 2002

Mr. Edward J. Dickert, President  
UWUA, AFL-CIO/ UCA Local 601  
55 Washington Street, Suite 200  
Bloomfield, NJ 07003

Dear Mr. Dickert:

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

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

Temporary part time employees are defined as employees with no set work schedule whose workweek is typically less than 20 hours per week. These employees are required to join the Utility Co-Workers' Association.

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

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

The following conditions shall also apply:

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

The Company plans to utilize temporary part time employees as follows based upon hours paid to employees, by location:

<u>Location</u>	<u>Ratio of Hours Paid Full Time/Part Time</u>	Deleted: n
District Offices	85:15	
Collection & Call Management Center, Inquiry and Accounting Centers	70:30	
Customer Payment Processing Center	20:80	

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

Very truly yours,

William Dwyer  
Industrial Relations Manager

Edward J. Dickert,  
President - UWUA, AFL-CIO/ UCA Local 601

Michael Edwards,  
First Vice President - UWUA, AFL-CIO/ UCA Local 601

Note: Modified LOA "Temporary Part Time Employees Hired After May 1, 1996" dated 5/1/1996  
Modified May 1, 2004 only to reflect Customer Payment Processing Center Ratio of 20:80 which  
previously was 0:100!

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**No. 58**

May 1, 1996

Mr. Peter Fiorini, President  
Utility Co-Workers' Association  
55 Washington Street Suite 200  
Bloomfield, New Jersey 07003

Dear Mr. Fiorini:

#### **FULL TIME TEMPORARY METER READERS**

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

Pay is commensurate with Exhibit "A1".

State plan illness benefits.

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

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

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

The following conditions shall also apply:

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

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

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

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

From:	To:
Paramus	Garret Mountain, Harmon Cove
Harmon Cove	Newark, Roseland, Paramus, Garret Mountain
Garret Mountain	Paramus, Roseland, Harmon Cove
Roseland	Newark, Garret Mountain, Harmon Cove, Cranford
Newark	Roseland, Cranford, Harmon Cove
Cranford	Newark, Princeton, Roseland
Princeton	Cranford, East Gate
East Gate	Princeton

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

Very truly yours,  
(Sgd.) Joanne M. Walsh  
Industrial Relations Manager  
(Sgd.) Peter Fiorini, President  
5/1/96

No. 59

May 1, 1996

Mr. Peter Fiorini, President  
Utility Co-Workers' Association  
55 Washington Street Suite 200  
Bloomfield, New Jersey 07003

Dear Mr. Fiorini:

**TUITION AID PLAN**

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

Employees pursuing undergraduate degrees shall receive tuition refunds according to the grades received: 100% for an "A", 90% for a "B", and 80% for a "C". Courses taken on a pass/fail basis will be reimbursed at 80% if passed. The procedure of reimbursing undergraduates at 90% for an "A", 80% for a "B", and 70% for a "C", will thereby be eliminated.

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

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

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

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

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

Very truly yours,  
(Sgd.) Joanne M. Walsh  
Industrial Relations Manager  
(Sgd.) Peter Fiorini, President  
5/1/96

**No. 60**

May 1, 1996

Mr. Peter Fiorini, President  
Utility Co-Workers' Association  
55 Washington Street Suite 200  
Bloomfield, New Jersey 07003

Dear Mr. Fiorini:

**EMPLOYEE PAYBACK OF TRANSITION ADVANCES**

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

Very truly yours,  
(Sgd.) Joanne M. Walsh

Industrial Relations Manager  
(Sgd.) Peter Fiorini, President  
5/1/96

**No. 61**

May 1, 1996

Mr. Peter Fiorini, President  
Utility Co-Workers' Association  
55 Washington Street Suite 200  
Bloomfield, New Jersey 07003

Dear Mr. Fiorini:

**REMOTE REPORTING FOR TRAINING**

During negotiation of the Agreement between the Company and the Union effective May 1, 1996, it was agreed that the Company may assign employees to remote report for training. It is understood that training may be provided at Company or non-Company locations such as hotels, conference centers and facilities of other companies. When assigned to remote report for training, employees will be allowed 30 minutes of travel at the beginning and end of the day. The provisions do not apply to facilities outside the state of New Jersey or more than 10 miles outside PSE&G service territory.

The applicable I.R.S. rate will be paid for remote reporting to all locations and will be calculated from the normal reporting location. Highway tolls and parking fees, where Company facilities are not available, will be reimbursed upon presentation of a receipt.

Very truly yours,  
(Sgd.) Joanne M. Walsh  
Industrial Relations Manager  
(Sgd.) Peter Fiorini, President  
5/1/96

**No 62**

May 1, 1996

Mr. Peter Fiorini, President  
Utility Co-Workers' Association  
55 Washington Street Suite 200  
Bloomfield, New Jersey 07003

Dear Mr. Fiorini:

**JOB SECURITY**

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

Very truly yours,  
(Sgd.) Joanne M. Walsh  
Industrial Relations Manager  
(Sgd.) Peter Fiorini, President  
5/1/96

**No 63**

**May 1, 2002**

Mr. Edward J. Dickert, President  
UWUA, AFL-CIO/ UCA Local 601  
55 Washington Street, Suite 200  
Bloomfield, NJ 07003

Dear Mr. Dickert:

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

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

Very truly yours,  
  
William Dwyer  
Industrial Relations Manager

Edward J. Dickert,  
President - UWUA, AFL-CIO/ UCA Local 601

Michael Edwards,  
First Vice President - UWUA, AFL-CIO/ UCA Local 601

**No 64**

**May 1, 2002**

Mr. Edward J. Dickert, President  
UWUA, AFL-CIO/ UCA Local 601  
55 Washington Street, Suite 200  
Bloomfield, NJ 07003

Dear Mr. Dickert:

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

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

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

Very truly yours,

William Dwyer  
Industrial Relations Manager

Edward J. Dickert,  
President - UWUA, AFL-CIO/ UCA Local 601

Michael Edwards,  
First Vice President - UWUA, AFL-CIO/ UCA Local 601

No 65

May 1, 2002

Mr. Edward J. Dickert, President  
UWUA, AFL-CIO/ UCA Local 601  
55 Washington Street, Suite 200  
Bloomfield, NJ 07003

Dear Mr. Dickert:

**FLOATER POSITIONS IN INQUIRY**

To cover for operational needs as well as the reasons listed in Article VI Section 12 (a) of the Agreement, a "Floater A" position will be established. The number of "Floater A" positions at the Northern Inquiry Center may be increased to up to six (6).

When a vacancy has occurred in the Floater position, a "Floater A" will be offered the position in order of combined office seniority for the position. The position of "Floater A" may be posted and the position filled utilizing the normal procedures outlined in the Collective Bargaining Agreement.

The default shift for "Floater A" positions will be:

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

Floater A's will select default shifts as outlined by Article VI, Section 12.

An employee who has filled the "Floater A" position will be entitled to shift premium for the scheduled basic workday hours in a week that occur within the period of 4:00 p.m. to 8:00 a.m per Article VI Section 8 (paragraph 2) of the Agreement.

The four floater positions in SIAC will be eliminated and these affected employees will be placed on the 8:00 a.m. to 4:30 p.m. shift until the next shift selection.

In addition to the current compliment of shifts at the Northern Inquiry Center, two new shifts, the 5:00 a.m. - 1:30 p.m. and 6:00 a.m. - 2:30 p.m. shifts will be established. These shifts will be added to Article VI - Section 2.

Very truly yours,

William Dwyer  
Industrial Relations Manager

Edward J. Dickert,  
President - UWUA, AFL-CIO/ UCA Local 601

Michael Edwards,  
First Vice President - UWUA, AFL-CIO/ UCA Local 601

No 66

May 1, 2002

Mr. Edward J. Dickert, President  
UWUA, AFL-CIO/ UCA Local 601  
55 Washington Street, Suite 200  
Bloomfield, NJ 07003

Dear Mr. Dickert:

**PRE-SELECTION TESTING**

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

During negotiation of the Agreement effective May 1, 2002, it was agreed that Pre- Selection Testing would apply to all employees hired after May 1, 2002 who bid on the following positions:

- 302 Marketing Assistant
- 307 Customer Service Center Service Representative
- 308 Service Representative
- 367 Collection and Credit Representative
- 367A Inbound Collection and Credit Representative

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

Pre-Selection Testing will be offered quarterly. For the first year following the signing of the agreement the Company will conduct testing on Company time, after that period these tests will be administered outside normal business hours and will be taken on the employee's personal time. Employees who do not pass the test are entitled to be re-tested again in accordance with the testing guidelines but in no case sooner than three months after the original test date for the first year after the agreement. After the first year employees who do not pass the test can retake the test as often as the test is offered.

Very truly yours,

William Dwyer  
Industrial Relations Manager

Edward J. Dickert,  
President - UWUA, AFL-CIO/ UCA Local 601

Michael Edwards,  
First Vice President - UWUA, AFL-CIO/ UCA Local 601

No 67

May 1, 2002

May 1, 2002

Mr. Edward J. Dickert, President  
UWUA, AFL-CIO/ UCA Local 601  
Utility Co-Workers' Association  
55 Washington Street, Suite 200  
Bloomfield, NJ 07003

Dear Mr. Dickert:

**READING OF WATER METERS**

During negotiation of the Agreement, effective May 1, 2002, it was agreed that the reading of water meters, and other similar work including billing, payment receipt and processing, collection and inquiry, shall be performed by U.W.U.A. represented employees subject to the preamble to the job specifications. The U.W.U.A. will have exclusive jurisdiction for all water meter reading work for the duration of the current Agreement. This letter applies to work within the Company's existing franchise territory, as long as the Company has valid contracts with municipalities or other entities to perform the work. The parties agree to negotiate any impact on the workforce as a result of reading of additional meters including any impact of reading meters outside of the existing franchise territory.

This letter supercedes all other letters of agreement relating to the reading of water meters.

Very truly yours,

William Dwyer  
Industrial Relations Manager

Edward J. Dickert,  
President - UWUA, AFL-CIO/ UCA Local 601

Michael Edwards,  
First Vice President - UWUA, AFL-CIO/ UCA Local 601

**No 68**

**May 1, 2002**

May 1, 2002

Mr. Edward J. Dickert, President  
UWUA, AFL-CIO/ UCA Local 601  
55 Washington Street, Suite 200  
Bloomfield, NJ 07003

Dear Mr. Dickert:

**USE OF TWO WAY COMMUNICATION DEVICES**

In an effort to assist with the safety of employees and service to customers,

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

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

Very truly yours,

William Dwyer  
Industrial Relations Manager

Edward J. Dickert,  
President - UWUA, AFL-CIO/ UCA Local 601

Michael Edwards,  
First Vice President - UWUA, AFL-CIO/ UCA Local 601

**No 69**

**May 1, 2002**

Mr. Edward J. Dickert, President  
UWUA, AFL-CIO/ UCA Local 601  
55 Washington Street, Suite 200  
Bloomfield, NJ 07003

Dear Mr. Dickert:

**BILINGUAL CUSTOMER SERVICE POSITIONS**

During negotiation of the Agreement effective May 1, 2002, it was agreed to create new job specifications to reflect changing customer demographics. Establishment of these nomenclatures will enable us to better serve our customers. The following nomenclatures will be included for Bilingual Customer Service positions:

Customer Service Center Service Representative  
Teller

It is understood that the Company will not exceed a staffing level of Bilingual Customer Service positions under the following guidelines:

- CSC Service Representatives:

- o If there are 2 – 4 CSC Service Representatives, the Company may have up to one Bilingual CSC Service Representative
- o If there are 5 or more CSC Service Representatives, the Company may have up to two Bilingual CSC Service Representatives

- Tellers – at a location where there is a English speaking Teller, the Company may have up to one Bilingual Teller

Employees bidding into these positions will be required to demonstrate proficiency in the posted language with the passing of a pre-selection test.

Very truly yours,

William Dwyer  
Industrial Relations Manager

Edward J. Dickert,  
President - UWUA, AFL-CIO/ UCA Local 601

Michael Edwards,  
First Vice President - UWUA, AFL-CIO/ UCA

No 70

May 1, 2002

Mr. Edward J. Dickert, President  
UWUA, AFL-CIO/ UCA Local 601  
55 Washington Street, Suite 200  
Bloomfield, NJ 07003

Dear Mr. Dickert:

#### **JOB SPECIFICATIONS**

During negotiations of the Agreement effective May 1, 2002, it was agreed that the following shall apply only to employees compensated in accordance with Exhibit A of the Agreement in effect on 4/30/02:

1. Employees in positions which currently do not have training in their job duties will have training added to their job duties with the exception of 353 Stenographer, 381 Building Attendant and 302 Marketing Assistant .
2. Affected employees (with the exception of G306 Field Service Representatives) will receive a training rate of one – half pay step, which is equivalent to \$0.75 per hour. The G306 Field Service Representative position will receive \$0.27 per hour. The new rates will replace the current maximum rate for the affected employees.

3. Employees in progression at a step below the maximum rate of progression shall progress to the training rate as the maximum step in progression in accordance with their normal progression schedule with the exception of 353 Stenographer, 381 Building Attendant and 302 Marketing Assistant.

4. The list of duties under the job specifications for the following positions shall be modified to provide for training of Customer Operations employees at any Company facility (in accordance with transfer provisions) as well as their normal reporting location, and the Edison Training and Development Center:

302 Assistant to Office Manager  
305 Group Supervisor – Service  
317 Senior Bookkeeper  
339 Senior Teller  
345 General Assistant  
362 Group Supervisor – Collection and Credit  
392 Assistant to Supervisor – Customer Payment Processing

Affected employees will also receive a training rate of one – half pay step, which is equivalent to \$0.75 per hour with the exception of the G365 Group Supervisor Meter Reading. The new rate will replace the current maximum rate for the affected employees.

Employees compensated in accordance with Exhibit A of the Agreement in effect on 4/30/02, who change nomenclatures, will progress to the training rate for the new position, except for nomenclatures changes to 353 Stenographer, 381 Building Attendant and 302 Marketing Assistant positions.

The provisions of this letter will apply only to employees compensated in accordance with Exhibit A of the Agreement in effect on 4/30/02.

Very truly yours,

William Dwyer  
Industrial Relations Manager

Edward J. Dickert,  
President - UWUA, AFL-CIO/ UCA Local 601

Michael Edwards,  
First Vice President - UWUA, AFL-CIO/ UCA Local 601

**No 71**

**May 1, 2002**

Mr. Edward J. Dickert, President  
UWUA, AFL-CIO/ UCA Local 601  
55 Washington Street, Suite 200  
Bloomfield, NJ 07003

Dear Mr. Dickert:

**CHANGE IN VESTING REQUIREMENT –SAVINGS PLAN**

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

Very truly yours,

William Dwyer  
Industrial Relations Manager

Edward J. Dickert,  
President - UWUA, AFL-CIO/ UCA Local 601

Michael Edwards,  
First Vice President - UWUA, AFL-CIO/ UCA Local 601

No 72

May 1, 2002

Mr. Edward J. Dickert, President  
UWUA, AFL-CIO/ UCA Local 601  
55 Washington Street, Suite 200  
Bloomfield, NJ 07003

Dear Mr. Dickert:

**COLLECTOR/METER READER POSITION**

During negotiation of the Agreement effective May 1, 2002, it was agreed that a new classification entitled, "Collector/Meter Reader" will be established. Employees entering into this classification will progress to the top rate of the 368 Collection Representative position. The ratio of 368 Collectors to Collector/Meter Readers shall be established as 3:1.

It is understood that the employees in this new position will perform all of the duties provided for under the 368 Collection Representative job specification and will be required to read meters on a frequent basis. A Collector/Meter Reader will be assigned meter reading assignments in reverse order of combined office seniority. It is also understood that the reading of meters remains as a duty under the 368 Collection Representative job specification.

Very truly yours,

William Dwyer  
Industrial Relations Manager

Edward J. Dickert,  
President - UWUA, AFL-CIO/ UCA Local 601

Michael Edwards,  
First Vice President - UWUA, AFL-CIO/ UCA Local 601

No 73

May 1, 2002

Mr. Edward J. Dickert, President  
UWUA, AFL-CIO/ UCA Local 601  
55 Washington Street, Suite 200  
Bloomfield, NJ 07003

Dear Mr. Dickert:

**PENSION BENEFIT EQUITY**

The following applies during the term of this Agreement, which expires on April 30, 2005. The purpose of this section is to guarantee equity in the pension benefit under the Pension Plan of PSEG to UCA members that is equivalent to similarly situated employees represented by other unions within PSE&G.

During negotiation of the Agreement effective May 1, 2002, it was agreed that this provision applies to an adjustment to the Final Average Earnings as defined in the Pension Plan of PSEG ("Final Earnings" shall mean the average annual Compensation of a Participant for the five years of highest earnings within the last ten years of the Participant's Credited Service.") of Plan participants through April 30, 2005. This provision does not apply to individuals who terminate employment and who are not eligible to retire.

The following adjustments to Final Average Earnings will be applied:

If retirement occurs between May 1, 2002 and April 30, 2003	11.2%
If retirement occurs between May 1, 2003 and April 30, 2004	13.0%
If retirement occurs between May 1, 2004 and April 30, 2005	14.2%

If retirement occurs after April 30, 2005, that portion of the Final Average Earnings before May 1, 2005, which are included in the individual's pension calculation, shall be adjusted by 14.2%.

Very truly yours,

William Dwyer  
Industrial Relations Manager

Edward J. Dickert,  
President - UWUA, AFL-CIO/ UCA Local 601

Michael Edwards,  
First Vice President - UWUA, AFL-CIO/ UCA Local 601

No 74

May 1, 2002

Mr. Edward J. Dickert, President  
UWUA, AFL-CIO/ UCA Local 601  
55 Washington Street, Suite 200  
Bloomfield, NJ 07003

Dear Mr. Dickert:

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

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

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

For the purposes of Article XII, Section 1, entitled, "Probationary Period for Permanent Employees," these employees will be deemed to be on probation for a period of nine (9) months and shall be dischargeable at the sole discretion of the Company, without regard to the other provisions of the Agreement. Their capabilities and progress shall be reviewed with them at the end of the first six (6) months of employment:

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

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

The above provisions do not apply to temporary replacements.

Very truly yours,

William Dwyer  
Industrial Relations Manager

Edward J. Dickert,  
President - UWUA, AFL-CIO/ UCA Local 601

Michael Edwards,  
First Vice President - UWUA, AFL-CIO/ UCA Local 601

No 75

May 1, 2002

Mr. Edward J. Dickert, President  
UWUA Local 601  
Utility Co-Workers' Association  
55 Washington Street, Suite 200  
Bloomfield, NJ 07003

Dear Mr. Dickert:

**MODIFICATION TO 308 SERVICE REPRESENTATIVE PROGRESSION STEPS**

During negotiation of the Agreement, effective May 1, 2002, without setting a precedent, the Company has agreed to offer to each permanent full time employee, in the 309 classification at the time of the signing of the Agreement, a 308 position at the next highest rate closest to their current rate of pay. The Company also agrees to waive Article XIV, Section 4, (Promotion - Trial Period) for employees who accept this offer. Any employee who declines this offer may remain in their current 309 position and will continue to be paid at the appropriate 309 rate.

Permanent full time employees in the 308 classification at the time of the signing of the Agreement will continue to follow their normal progression in the position and will not receive a lower rate of pay as a result of this agreement.

At the present time, the Company has no plans to fill additional full time permanent 309 positions. However, if the need arises to fill these positions in the future, discussions will be held with the Union in advance.

Very truly yours,

William Dwyer  
Industrial Relations Manager

Edward J. Dickert,  
President - UWUA Local 601

Michael Edwards,  
First Vice President - UWUA Local 601

No 76

May 1, 2002

Mr. Edward J. Dickert, President  
UWUA, AFL-CIO/ UCA Local 601  
Utility Co-Workers' Association  
55 Washington Street, Suite 200  
Bloomfield, NJ 07003

Dear Mr. Dickert:

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

During negotiation of the Agreement, effective May 1, 2002 without setting a precedent, the Company and the Union have agreed to assign each permanent full time employee in the 367B Residential Credit and Collection Representative classification at the time of the signing of the Agreement, a 367A Credit and Collection Representative position at the next higher rate closest to their current rate of pay. The terms of this agreement shall not apply to part time 367B Residential Collection Representatives.

Permanent full time employees in the 367A classification at the time of the signing of the Agreement will continue to follow their normal progression in the position.

At the present time, the Company has no plans to fill additional full time permanent 367B positions. However, if the need arises to fill these positions in the future, discussions will be held with the Union in advance. The union retains the right to grieve the action.

Very truly yours,

William Dwyer  
Industrial Relations Manager

Edward J. Dickert,  
President - UWUA, AFL-CIO/ UCA Local 601

Michael Edwards,  
First Vice President - UWUA, AFL-CIO/ UCA Local 601

No 77

May 1, 2002

Mr. Edward J. Dickert, President  
UWUA, AFL-CIO/ UCA Local 601  
55 Washington Street, Suite 200  
Bloomfield, NJ 07003

Dear Mr. Dickert:

#### **MODIFICATIONS TO QUALIFICATIONS FOR PROMOTION**

To enhance the current process to fill a bargaining unit position requiring supervisory duties, category 12 will be added to the QFP Process and will include an interview process targeting leadership qualities.

#### ***Category 12 (New)***

- In Category 6 of the Rater's Guide the leadership section (Section 9) will not be considered under the Customer/Employee Relationship category.
- Category 12 will be added to the QFP process. The total potential score for this category is 36 points. (See the breakdown below)
- A maximum of the three candidates with the highest scores in categories one through the "Final Scoring Procedure" will be interviewed.
- The interviewee/candidate with the highest total score will be awarded the position.

#### ***Interview Process***

- Interviews will be conducted in the presence of a selection team and will be based on the critical competences for bargaining unit supervisors below.

- Up to two bargaining unit representatives may be present during the interviews to observe the process.

***Critical Competencies for Bargaining Unit Supervisors***

**Fosters Excellence /Team Leadership (2-4-6 Point Score Value)**

Fosters an understanding of the team's mission and values to organizational objectives; provides appropriate direction and clarifies roles and responsibilities with team members; accomplishes and celebrates team accomplishments.

**Fosters Excellence/ Coaches Others (2-4-6 Point Score Value)**

Supports the development of associates by giving specific and timely feedback both on positive behaviors and areas for improvement; willingly shares knowledge and experience with others; provides effective training and explanations, when necessary.

**Builds Partnerships (2-4-6 Point Score Value)**

Relates to others in an open and trusting manner; initiates and develops effective working relationships with others as a key priority; treats others with respect; addresses prejudice and other intolerant behavior in others; is approachable. Demonstrates sound business and professional ethics; shows consistency between words and actions; builds trust with others through own honesty and follow-through on commitments to customers and associates.

**Champions Change/ Demonstrates Adaptability (2-4-6 Point Score Value)**

Handles day-to-day work challenges confidently; is able to adjust to multiple demands, shifting priorities, ambiguity, and rapid change; works constructively under stress and pressure; is flexible.

**Applies Business Know How (2-4-6 Point Score Value)**

Understands the organization's mission, strategies, and balanced scorecard and how the business is run; understands the impact of external events on the organization's plans and objectives. Makes timely and sound decisions; makes decisions under conditions of uncertainty; evaluates short and long term consequences of decisions; balances the needs of the company and the customer, and makes decisions that are cost effective.

**Focus on Customer (2-4-6 Point Score Value)**

Anticipates and identifies customer needs; meets commitments to customers; develops effective working

relationships with internal and external customers; continually searches for ways to improve service to customers; takes responsibility to correct customer problems and concerns.

- Targeted selection rules would govern the interview format.
- Questions for the interview will be based on standard targeted selection questions.
- Questions will not be shared with the candidates prior to the interview.

***Post Interview Process***

- Following the completion of all the interviews, a data integration process will be conducted.
- Scoring for each section will have a range from 2 to 6, with 6 representing exceeds expectation, 4 representing meets expectation and 2 representing below standard.
- The Manager will share all interview scores to be utilized in the integration process with the Union Chairperson upon completion of the interview.
- The Union may grieve the selection.

Very truly yours,

William Dwyer  
Industrial Relations Manager

Edward J. Dickert,  
President - UWUA, AFL-CIO/ UCA Local 601

Michael Edwards,  
First Vice President - UWUA, AFL-CIO/ UCA Local 601

**No 78**

**May 1, 2002**

Mr. Edward J. Dickert, President  
UWUA, AFL-CIO/ UCA Local 601  
Utility Co-Workers' Association  
55 Washington Street, Suite 200  
Bloomfield, NJ 07003

Dear Mr. Dickert:

**PRESCRIPTION DRUG PROGRAM**

During negotiation of the Agreement, effective May 1, 2002, it was agreed to revise the co-payments under the Prescription Drug Program as follows:

For all prescriptions filled through a retail outlet (34 day supply)

\$10 co-pay for all brand name drugs.  
\$3 co-pay for all generic drugs.

For all prescriptions filled through mail order (90 day supply)  
\$10 co-pay for all brand name drugs.  
\$3 co-pay for all generic drugs

All other aspects of the Prescription Drug Program will remain in effect. The above change will be made effective January 1, 2003.

Very truly yours,

William Dwyer  
Industrial Relations Manager

Edward J. Dickert,  
President - UWUA, AFL-CIO/ UCA Local 601

Michael Edwards,  
First Vice President - UWUA, AFL-CIO/ UCA Local 601

No 79

May 1, 2002

Mr. Edward J. Dickert, President  
UWUA, AFL-CIO/ UCA Local 601  
55 Washington Street, Suite 200  
Bloomfield, NJ 07003

Dear Mr. Dickert:

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

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

Very truly yours,

William Dwyer  
Industrial Relations Manager

Edward J. Dickert,  
President - UWUA, AFL-CIO/ UCA Local 601

Michael Edwards,  
First Vice President - UWUA, AFL-CIO/ UCA Local 601

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