

K# 7429

1350 ea

AGREEMENT

between

**PUBLIC SERVICE
ELECTRIC AND GAS COMPANY**

and

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

18100

Effective

May 1, 2002

through

April 30, 2005

v/13/07

TABLE OF CONTENTS

ARTICLE	SUBJECT	PAGE
	Preamble	1
I.	Representation and Recognition	1
II.	Union-Company Relationship	3
III.	Hours of Work, Overtime and Holidays	5
IV.	Seniority	10
V.	Miscellaneous Working Conditions	16
VI.	Wages	23
VII.	Vacations – Leaves of Absence	24
VIII.	Employee Benefits	29
IX.	Grievance – Arbitration	35
X.	Outside Contractors	38
XI.	Conclusion	39
	Schedule A Wages	42
	Schedule B (Deleted)	59
	Schedule C Job Descriptions	60
	Schedule D Letters of Intent	85
	Index	170

AGREEMENT made and dated this 8th day of May 2001, by and between **PUBLIC SERVICE ELECTRIC AND GAS COMPANY** and **THE PUBLIC UTILITY CONSTRUCTION AND GAS APPLIANCE WORKERS OF THE STATE OF NEW JERSEY, LOCAL No. 855, OF THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPE FITTING INDUSTRY, A.F.L.-C.I.O.**, representing bargaining unit employees of the Gas Distribution and Appliance Service areas in the Company.

The employer and employees have a common and sympathetic interest in the gas utility industry. Therefore a proper working system and harmonious relations are desirable to improve the relationship between the employer, the employees, and the public. To this end this Agreement is made by and between the Public Service Electric and Gas Company of New Jersey, its successors and assigns (hereinafter called the Company) and the Public Utility Construction and Gas Appliance Workers of the State of New Jersey, Local 855, of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, A.F.L.-C.I.O. (hereinafter called the Union). The parties hereto agree with each other as follows:

**ARTICLE I
REPRESENTATION AND RECOGNITION**

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

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

Article I – Continued

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

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

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

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

(f) For the purpose of this Agreement, the Company recognizes representatives of the Public Utility Construction and Gas Appliance Workers of the State of New Jersey Local 855 of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, A.F.L.-C.I.O., as the authorized representatives of the Union, and the Union hereby warrants and represents that it has been authorized to execute this Agreement.

(g) Other Gas Distribution and Appliance Service employees shall come under the terms of this Agreement only as they become represented by the Union, in bargaining units

Article I – Continued

mutually agreed upon by the Company and the Union, or as the Union becomes the bargaining agency through certification by the National Labor Relations Board.

**ARTICLE II
UNION-COMPANY RELATIONSHIP**

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

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

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

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

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

Article II – Continued

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

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

Temporary Placement Agency clerical personnel utilized by the Company for periods up to ninety (90) days shall tender to the Union periodic dues on or after the thirty-first day following the date of their employment.

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

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

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

(f) The Company agrees not to enter into any individual agreement covering wages, working conditions, or grievances with employees subject to the Agreement, except as hereunder

Article II – Continued

provided, that is to say, that all such negotiations shall be carried out in the presence of and with the participation of a representative of the bargaining agent.

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

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

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

ARTICLE III HOURS OF WORK, OVERTIME AND HOLIDAYS

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

A shift employee is defined as one who works at a job which is operated twenty-four (24) hours per day, seven (7) days per week including Saturdays, Sundays and holidays. Shift employees shall work on scheduled eight (8) hour shifts, eat their meals at the job location, and relieve each other on the job ready for work. Schedules shall be posted, and so arranged that work periods and days off shall be rotated.

Article III – Continued

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

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

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

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

Article III – Continued

be paid overtime for the Saturday or Sunday work performed under the new schedule.

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

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

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

It is the Company's intention to provide non-shift employees with a customary meal period of one-half hour between 12 Noon and 1:00 P.M. insofar as working conditions will permit. Assignment to a meal period other than this will be made only because of unusual circumstances, in emergencies or assignment to work hours starting within two hours before or two hours after 8:00 a.m.

Article III – Continued

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

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

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

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

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

New Year's Day
Washington's Birthday
Good Friday
Memorial Day

Article III - Continued

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

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

In addition to those holidays listed in Section (g) above, permanent employees hired prior to October 1st, will be entitled to two "Floating Holidays". If selected, two of the following days will be guaranteed if taken on Martin Luther King Day, Columbus Day or the employee's birthday. Any other day(s) selected as a Floating Holiday may be taken as operating conditions permit during the calendar year with a minimum of 10% to a maximum of 40% in each working group or classification off on any day including those off for vacation (maximum 25% off for vacation). One Floating Holiday shall be selected after January 1st, but not later than the time the employee normally selects vacation and the second Floating Holiday may be requested on five days notice or on an emergency basis. The Company shall not propose adding additional Floating Holidays during the next scheduled contract negotiation in 2002.

Employees shall have time off with regular straight time pay on any holiday which is observed on their scheduled work days. If required to work they will be paid in addition to their holiday pay, time and one-half for hours actually worked up to eight hours, and two and one-half times for hours actually worked over eight.

Shift or scheduled employees whose off days are other than Saturday and Sunday shall receive eight (8) hours straight

Article III – Continued

time holiday pay when any of the ten (10) above recognized holidays are observed on the employee's first or second off day in the payroll week and are not worked. If required to work they will be paid in addition to their holiday pay, time and one-half for hours actually worked up to eight hours, and two and one-half times for hours actually worked over eight.

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

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

(j) Effective May 1, 2002, shift premium for employees, a majority of whose scheduled hours are between 4 P.M. and 8 A.M. the next day, shall be such sum as to equal \$1.50 for each straight time hour worked. No shift premium shall be paid for any work for which any other premium is paid (overtime, holiday work, short notice of schedule change, etc.)

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

If additional employees are needed for 1-9 P.M. or similar schedules, the parties will discuss such additions in the light of the Company's operating needs.

ARTICLE IV SENIORITY

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

Article IV – Continued

Seniority time provides certain Seniority Rights, as follows:

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

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

Service Apprentice/Service Specialist
Utility Mechanic Apprentice/Utility Mechanic
General Clerk
Auto Servicer
Custodian

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

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

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

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

Article IV – Continued

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

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

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

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

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

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

(d) Employees, during the probationary or qualifying period which shall be not less than 30 working days nor more than 90

Article IV – Continued

working days, shall be given proper instructions and training in the job. Such employees failing to qualify shall be reassigned to the classification and job from which they were promoted, or transferred, without loss of rights.

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

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

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

(g) When making a promotion, demotion, transfer or other change of status of any employee within the bargaining units, the Company will confer, in advance, with representatives of the Union. Unless the parties agree, then any change of status

Article IV – Continued

shall be temporary pending final settlement through the grievance procedure established by this Agreement.

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

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

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

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

Article IV – Continued

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

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

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

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

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

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

Article IV – Continued

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

**ARTICLE V
MISCELLANEOUS WORKING CONDITIONS**

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

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

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

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

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

Article V – Continued

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

(e) COMPENSATION ON A CALL-OUT:

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

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

3. In addition to compensation set forth in 1 and 2 above, an employee who is called out shall be compensated at the appropriate rate for all time worked on the call-out, with a minimum of three hours at such rate.

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

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

On week days, standby assignments shall be for not less than sixteen (16) hours in one day, except that employees working

Article V – Continued

4 P.M. to 12 Midnight may be assigned eight (8) hours of standby duty for those days.

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

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

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

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

(i) 1. All overtime meals mentioned in this paragraph shall cost not over \$11.50. Effective May 1, 2003, this amount shall be increased to \$11.75, effective May 1, 2004, to \$12.00.

Article V – Continued

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

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

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

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

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

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

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

Article V – Continued

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

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

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

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

(n) No employee shall be required to work more than 16 hours in any 24-hour period with time out for meals, except in an emergency. Employees who have worked 16 or more consecutive hours shall be entitled to an 8-hour rest period before returning to work, except in an emergency.

When non-shift employees are required to work between midnight and 5 a.m., they shall be entitled to a rest period between 8 a.m. and 5 p.m. the same day equal to the number of hours worked between midnight and 8 a.m. If such rest

Article V – Continued

period extends into the regularly scheduled work day, they shall suffer no loss of pay.

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

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

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

(r) At all times there must be two qualified employees to work on live gas, which is defined as uncontrolled gas.

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

Article V – Continued

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

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

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

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

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

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

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

Article V – Continued

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

**ARTICLE VI
WAGES**

(a) Effective May 1, 2002, each step of each wage rate listed in Schedule "A" of the Agreement of May 1, 1996, as was in effect on April 30, 2002, shall be increased by 3.25% computed to three decimal places, adjusting the third decimal place higher if the fourth decimal place is other than zero.

(b) The individual wage rate of each employee shall be increased by 3.25% over his/her individual rate as of April 30, 2002, computed to three decimal places adjusting the third decimal place higher if the fourth decimal digit is other than zero.

(c) Schedule "A" hereto annexed effective May 1, 2002, reflects the increase of 3.25% over the rates in effect on April 30, 2002.

(d) Effective May 1, 2003, each step of each wage rate listed in Schedule "A" as was in effect on April 30, 2003, shall be increased by 3.25% computed to three decimal places, adjusting the third decimal place higher if the fourth decimal digit is other than zero.

(e) The individual wage rate of each employee shall be increased by 3.25% over his/her individual rate as of April 30, 2003, computed to three decimal places, adjusting the third decimal place higher if the fourth decimal digit is other than zero.

Article VI – Continued

(f) Schedule "A" hereto annexed effective May 1, 2003, reflects the increase of 3.25% over the rates in effect on April 30, 2003.

(g) Effective May 1, 2004, each step of each wage rate listed in Schedule "A" as was in effect on April 30, 2004, shall be increased by 3.5% computed to three decimal places, adjusting the third decimal place higher if the fourth decimal digit is other than zero.

(h) The individual wage rate of each employee shall be increased by 3.5% over his/her individual rate as of April 30, 2004, computed to three decimal places adjusting the third decimal place higher if the fourth decimal digit is other than zero.

(i) Schedule "A" hereto annexed effective May 1, 2004, reflects the increase of 3.5% over the rates in effect on April 30, 2004.

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

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

**ARTICLE VII
VACATIONS - LEAVES OF ABSENCE**

(a) Permanent employees having 10 months or more of service on May 1 shall be entitled to 10 days vacation in that year, with 10 days pay of 8 hours each. Those permanent employees who have had a shorter period of service shall have one day

Article VII – Continued

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

When operating conditions permit, vacations may be postponed and taken within the first two months of the following year. When operating conditions permit, an employee may elect to take vacation time one day at a time, not to exceed 3 days per year.

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

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

Article VII – Continued

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

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

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

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

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

(g) If an employee, covered by this Agreement, is selected to perform service for the Union which requires the employee's

Article VII - Continued

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

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

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

(h) Employees who may be called upon to transact Company business for the Union, which requires their absence from duty with the Company, shall, upon written notice to their supervisor, be relieved from their Company duties for sufficient time to transact such business without loss of pay. Employees who are selected by their local Unions to serve as accredited delegates to conventions or similar meetings shall, after reasonable written notice to the Company, be granted a

Article VII – Continued

leave of absence without pay for sufficient time for this purpose.

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

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

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

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

Article VII – Continued

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

ARTICLE VIII EMPLOYEE BENEFITS

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

Employee benefits for employees hired on or after January 1, 1997 will be the Benefits 2000 Program.

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

Article VIII – Continued

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

Effective November 1, 1987, a Dental Maintenance Organization (DMO) will be made available as an alternate Dental Plan.

Effective May 1, 1995, the Dental Plan was amended to provide for increasing the maximum amount of eligible expenses to a total of fifteen hundred fifty dollars (\$1550) and providing a maximum annual reimbursement of one thousand two hundred ninety dollars (\$1290).

Effective January 1, 1997, the Basic Dental option will be made available in addition to the dental options currently available.

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

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

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

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

Article VIII – Continued

Effective January 1, 1988, the Company will establish an Employee Savings Plan.

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

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

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

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

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

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

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

Article VIII – Continued

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

EXAMPLES

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

TYPICAL CALCULATION - D:

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

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

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

Article VIII – Continued

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

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

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

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

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

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

Article VIII -- Continued

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

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

(f) **Combined Health Service Plan Premiums:** All employee medical benefit premiums will be converted to a pre-tax basis effective July 1, 1992. Effective January 1, 1993, the Company will contribute a maximum of 88% towards the aggregate cost of the total program - the three Comprehensive Options (four options effective 1/1/97) and the Managed Care Option. That same amount will be applied toward the premium for each HMO. Effective January 1, 1999, the increase in the Company's contribution towards medical benefits in all options under the Choices Plan, will be limited to the increase in the managed care options. For example, if the average increase in premium for the managed care options is 5%, then the Company contribution for all options under the Choices Plan will increase by no more than 5%.

(g) Effective May 1, 1996, it was agreed to make the following modifications to the Tuition Aid Plan.

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

Article VIII – Continued

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

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

Effective May 1, 1996, The Tuition Aid Plan will cover approved vocational training which will be reimbursed at 80% upon successful completion of a course.

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

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

ARTICLE IX GRIEVANCE - ARBITRATION

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

FIRST: Between the Shop Steward and the District Operations Manager, Distribution Manager or designees

Article IX - Continued

within 10 working days after the event giving rise to the grievance has occurred.

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

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

THIRD: If the grievance is not settled at the Second Step, the Union may make written request for a Third Step meeting within twenty (20) working days after the answer at the Second Step. The Company shall set a meeting within five (5) working days after the request, or for such other time as is mutually agreeable. Said Third Step meeting shall be between five representatives of the Grievance Committee, one or two representatives of Local No. 855, and the Vice President - Distribution or designees, and assistants. The Company's answer shall be delivered to the Union within ten (10) working days after the meeting.

FOURTH: If the matter is not settled at the Third Step, the matter may be referred to arbitration by Local No. 855

Article IX – Continued

provided the referral is made within forty-five (45) days after the answer at the Third Step is delivered. The matter shall be determined before the Arbitration Board within 120 days from the date of notice of arbitration, except that in disciplinary cases, the determination shall be made within sixty (60) days from the date of the notice. The Arbitration Board shall not be empowered to add to or to subtract from this Agreement or render any decision in conflict with this Agreement.

(b) The Arbitration Board shall consist of one member selected by the Company, one member selected by the Union, and a third member selected by the Union and Company members. If they cannot select said third member, the third member shall be appointed by the American Arbitration Association in accordance with the rules of the Association and in the following manner:

The AAA shall submit simultaneously to each party a list of twenty names chosen from the Labor Panel. If a mutual selection is not made from the first list, a second list of twenty names shall be forwarded to the parties. If a mutual selection is not made from the second panel, a third panel consisting of three names shall be forwarded, with each party permitted to cross out only one. Arbitration hearings will normally be held in the Company's General Office Building. However, either party has the option of requesting a mutually satisfactory neutral site for a hearing. In the event the parties cannot agree on an acceptable neutral site, one shall be selected by the AAA.

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

For negotiations of contract such payment shall be for five (5) Chairpersons and five (5) Vice Chairpersons. For

Article IX - Continued

discussions between officials of the Company and the Union Grievance Committee under Article III(c) 2nd paragraph, Article III(d) and Article X(c), such payment shall be for five representatives of the Grievance Committee.

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

ARTICLE X OUTSIDE CONTRACTORS

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

(b) Such construction work equipment owned or leased by the Company and the personnel to operate it may be assigned from district to district, within the Gas Distribution Department, without regard to seniority rights of employees in the district to which it may be assigned. When there is insufficient construction work for the adequate use of such equipment and machines the personnel operating said equipment and machines may, in the case of new employees,

Article X - Continued

be assigned to other work, they shall immediately be paid the maximum rate for said other work, or the job rate for operating said machine or equipment, whichever is lower and in the case of old employees having seniority, such employees shall be placed at their old jobs and immediately be paid their old rate. Employees operating such equipment or machines who are assigned to a lower-rated job shall not have their rate reduced until the beginning of the next payroll week.

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

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

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

ARTICLE XI CONCLUSION

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

(b) This contract shall remain in full force and effect until and including April 30, 2005, and shall be considered renewed from year to year after April 30, 2005 for periods of one year each, provided, however, that a written notice of

Article XI – Continued

desire to amend or to terminate it may be given by either party to the other at least 60 days prior to May 1, 2005 or at least 60 days prior to May 1 of any year thereafter and provided further, however, that changes may be made at any time by mutual consent.

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

PUBLIC SERVICE ELECTRIC AND GAS COMPANY

Attest:

S/Patrick M. Burke
Assistant Secretary

S/M.P. Mellett
Vice President-Human Resources

S/Robert N. Turken
Director – Labor Relations

S/A.S. Pezzulo
Industrial Relations Manager

Article XI – Continued

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

NEGOTIATING COMMITTEE:

S/Michael Kelly

S/James Omert

S/Joseph J. Baeli, Jr.

S/Gary E. Hoag

S/Lawrence Andreano

S/Michael Tagliarino

S/Harrison Burd, Jr.

S/Floyd Bligh

S/Charles DiStasi

S/C. Wojceichowski

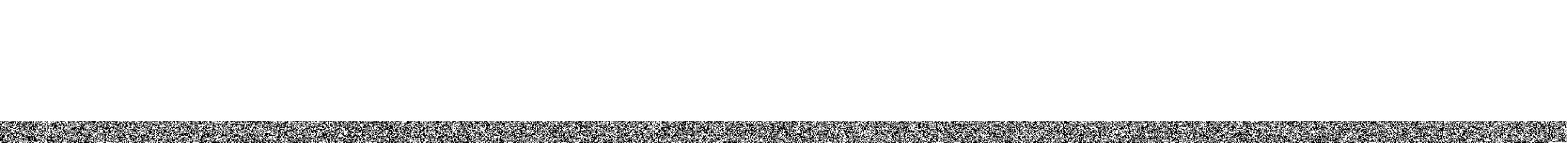
S/David DeGruttalo

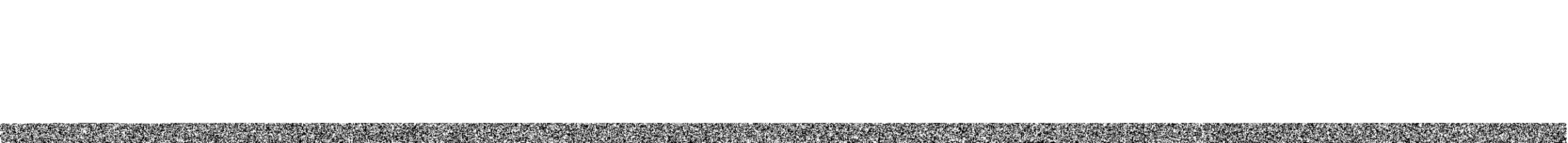
President/Business Agent

S/Robert H. Callahan

Business Manager/Financial

Secretary-Treasurer





Schedule "A"
 Rates Effective May 1, 2001
 (For Reference Only)

		6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	Max.
9372	Genl. Clk.			12.075	12.934	13.792	14.645	15.506	16.363	17.220
					17.827	18.449	19.070	19.730	20.338	20.955
9365	Custodian					12.579	14.087	15.583	17.086	18.449
9380	Sr. Storekeeper					23.443	24.094	24.722	25.331	25.952
9382	Storekeeper Asst.		17.827	18.449	19.070	19.730	20.338	20.955	21.576	22.200
9383	Material Handler		15.506	16.363	17.220	17.827	18.449	19.070	19.730	20.338
9384T	Temporary Material Packager									12.075

Intentionally left blank

Schedule "A"
Rates Effective May 1, 2002

		6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	Max.
9300H	Serv. Insp. (Working) (HBR) (4),(9),(13)							28.713	29.346	29.986
9300	Serv. Insp. (Working) (4),(9),(13)							28.077	28.713	29.346
9301H	Serv. Specialist (HBR) (9),(13)			24.877	25.526	26.155	26.796	27.440	28.077	
9301	Serv. Specialist (9),(13)			22.922	24.877	25.526	26.155	26.796	27.440	
9302H	Serv. Mech. 1 st Class (HBR) (9)				22.278	22.922	23.566	24.205	24.877	
9302	Serv. Mech. 1 st Class (9)				21.636	22.278	22.922	23.566	24.205	
9303H	Serv. Mech. 2 nd Class (HBR) (9)					19.690	20.372	20.999	21.636	
9303	Serv. Mech. 2 nd Class (9)					19.049	19.690	20.372	20.999	
9305H	Serv. Apprentice (HBR) (9)				14.151	15.853	18.407	20.372	21.636	
9305	Serv. Apprentice (9)				13.500	15.204	17.780	19.690	20.999	
9301T	Serv. Specialist Technician (9),(13)		22.922	24.877	25.526	26.155	26.796	27.440	28.077	
9305T	Serv. Apprentice Technician (9)									20.999
9301W	Serv. Specialist Technician (9),(13)		22.922	24.877	25.526	26.155	26.796	27.440	28.077	
9305W	Serv. Apprentice Technician (9)									20.999

9310	St. Leader (Working) (3), (9),(13)*		26.796	27.440	28.077	28.713	29.346
9312	Reg. Insp. (Working) (9),(13)*		24.877	25.526	26.155	26.796	27.440
9313P	St. Inspector (Planner)			26.155	26.796	27.440	28.077
9313**	Insp. St. (Working) (9), (11),(13)*			24.877	25.526	26.155	26.796
9313H**	Insp. St. (Working) (HBR) (9), (12),(13)*			25.526	26.155	26.796	27.440
9314**	Leak Surv. Insp. (Working) (9), (11),(13)*			24.877	25.526	26.155	26.796
9314H**	Leak Surv. Insp. (Working) (HBR) (9),(13)*			25.526	26.155	26.796	27.440
9313N	St. Inspector (Working) (9), (11),(13)*			24.877	25.526	26.155	26.796
9315H	St. Inspector (Working) (HBR) (9), (12) ,(13)*			25.526	26.155	26.796	27.440
9319**	St. Mech. 1 st Class-Welder (9),(13)*			24.205	24.877	25.526	26.155
9320**	St. Mech. 1 st Class (9),(13)*	22.278	22.922	23.566	24.205	24.877	25.526
9321**	St. Mech. 2 nd Class (13)		19.049	19.690	20.372	20.999	21.636
9322**	St. Helper (13)					12.988	14.545
9320N	Utility Mechanic (7), (9),(13)*		15.497	16.751	18.002	19.258	20.510
				21.763	23.017	24.271	25.526
9322N	Utility Mechanic Apprentice (13)					12.988	14.242
9325	Regulator Mech. (9),(13)*		23.566	24.205	24.877	25.526	26.155
9330	Pipe Line Welder (1), (8), (9),(13)*				25.526	26.155	26.796
9331**	Machine Operator (9),(13)*	22.922	23.566	24.205	24.877	25.526	26.155

Schedule "A"
Rates Effective May 1, 2002

	6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	Max.
9340** Mech. 1 st Class (13)*					22.922	23.566	24.205	24.877		25.526
9350 Garage Leader (5)							27.440	28.077		28.713
9351 Auto Tech. 1 st Class				23.566	24.205	24.877	25.526	26.155		26.796
9352 Auto Tech 2 nd Class					20.372	20.999	21.636	22.278		22.922
9353 Auto Servicer				12.988	14.267	15.538	16.812	18.083		19.690
9399 Dispatcher						25.526	26.155	26.796		27.440
9371 Genl. Clk. 1 st Class (2)			20.999	21.636	22.278	22.922	23.566	24.205		24.877
9372 Genl. Clk. (10)			12.468	13.355	14.241	15.121	16.010	16.895		17.780
				18.407	19.049	19.690	20.372	20.999		21.636
9365 Custodian					12.988	14.545	16.090	17.642		19.049
9380 Sr. Storekeeper					24.205	24.877	25.526	26.155		26.796
9382 Storekeeper Asst.		18.407	19.049	19.690	20.372	20.999	21.636	22.278		22.922
9383 Material Handler		16.010	16.895	17.780	18.407	19.049	19.690	20.372		20.999
9384T Temporary Material Packager										12.468

All Footnotes may be found on Pages 58-59

Intentionally left blank

Schedule "A"
Rates Effective May 1, 2003

		6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	Max.
9300H	Serv. Insp. (Working) (HBR) (4),(9),(13)							29.647	30.300	30.961
9300	Serv. Insp. (Working) (4),(9),(13)							28.990	29.647	30.300
9301H	Serv. Specialist (HBR) (9),(13)			25.686	26.356	27.005	27.667	28.332	28.990	
9301	Serv. Specialist (9),(13)			23.667	25.686	26.356	27.005	27.667	28.332	
9302H	Serv. Mech. 1 st Class (HBR) (9)				23.002	23.667	24.332	24.992	25.686	
9302	Serv. Mech. 1 st Class (9)				22.340	23.002	23.667	24.332	24.992	
9303H	Serv. Mech. 2 nd Class (HBR) (9)					20.330	21.034	21.682	22.340	
9303	Serv. Mech. 2 nd Class (9)					19.668	20.330	21.034	21.682	
9305H	Serv. Apprentice (HBR) (9)				14.611	16.369	19.006	21.034	22.340	
9305	Serv. Apprentice (9)				13.939	15.699	18.358	20.330	21.682	
9301T	Serv. Specialist Technician (9), (13)		23.667	25.686	26.356	27.005	27.667	28.332	28.990	
9305T	Serv. Apprentice Technician (9)								21.682	
9301W	Serv. Specialist Technician (9),(13)		23.667	25.686	26.356	27.005	27.667	28.332	28.990	
9305W	Serv. Apprentice Technician (9)								21.682	

9310	St. Leader (Working) (3), (9),(13)*		27.667	28.332	28.990	29.647	30.300
9312	Reg. Insp. (Working) (9),(13)*		25.686	26.356	27.005	27.667	28.332
9313P	St. Inspector (Planner)			27.005	27.667	28.332	28.990
9313**	Insp. St. (Working) (9), (11),(13)*			25.686	26.356	27.005	27.667
9313H**	Insp. St. (Working) (HBR) (9), (12),(13)*			26.356	27.005	27.667	28.332
9314**	Leak Surv. Insp. (Working) (9), (11),(13)*			25.686	26.356	27.005	27.667
9314H**	Leak Surv. Insp. (Working) (HBR) (9) ,(13)*			26.356	27.005	27.667	28.332
9313N	St. Inspector (Working) (9), (11),(13)*			25.686	26.356	27.005	27.667
9315H	St. Inspector (Working) (HBR) (9), (12) ,(13)*			26.356	27.005	27.667	28.332
9319**	St. Mech. 1 st Class-Welder (9),(13)*			24.992	25.686	26.356	27.005
9320**	St. Mech. 1 st Class (9) ,(13)*	23.002	23.667	24.332	24.992	25.686	26.356
9321**	St. Mech. 2 nd Class (13)		19.668	20.330	21.034	21.682	22.340
9322**	St. Helper (13)					13.411	15.018
9320N	Utility Mechanic (7), (9),(13)*		16.001	17.296	18.587	19.884	21.177
9322N	Utility Mechanic Apprentice (13)			22.471	23.765	25.060	26.356
9325	Regulator Mech. (9),(13)*		24.332	24.992	25.686	26.356	27.005
9330	Pipe Line Welder (1), (8), (9),(13)*				26.356	27.005	27.667
9331**	Machine Operator (9),(13)*	23.667	24.332	24.992	25.686	26.356	27.005

Schedule "A"
Rates Effective May 1, 2003

		6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	Max.
9340**	Mech. 1 st Class (13)*					23.667	24.332	24.992	25.686	26.356
9350	Garage Leader (5)							28.332	28.990	29.647
9351	Auto Tech. 1 st Class				24.332	24.992	25.686	26.356	27.005	27.667
9352	Auto Tech 2 nd Class					21.034	21.682	22.340	23.002	23.667
9353	Auto Servicer				13.411	14.731	16.043	17.359	18.671	20.330
9399	Dispatcher							26.356	27.005	27.667
9371	Genl. Clk. 1 st Class (2)			21.682	22.340	23.002	23.667	24.332	24.992	25.686
9372	Genl. Clk. (10)			12.874	13.789	14.704	15.613	16.531	17.444	18.358
					19.006	19.668	20.330	21.034	21.682	22.340
9365	Custodian					13.411	15.108	16.613	18.216	19.668
9380	Sr. Storekeeper					24.992	25.686	26.356	27.005	27.667
9382	Storekeeper Asst.		19.006	19.668	20.330	21.034	21.682	22.340	23.002	23.667
9383	Material Handler		16.531	17.444	18.358	19.006	19.668	20.330	21.034	21.682
9384T	Temporary Material Packager									12.874

All Footnotes may be found on Pages 58-59

Schedule "A"
Rates Effective May 1, 2004

		6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	6 Mo.	Max.
9300H	Serv. Insp. (Working) (HBR) (4),(9),(13)							30.685	31.361	32.045
9300	Serv. Insp. (Working) (4),(9),(13)							30.005	30.685	31.361
9301H	Serv. Specialist (HBR) (9),(13)			26.585	27.279	27.951	28.636	29.324	30.005	30.005
9301	Serv. Specialist (9),(13)			24.496	26.585	27.279	27.951	28.636	29.324	29.324
9302H	Serv. Mech. 1 st Class (HBR) (9)				23.807	24.496	25.184	25.867	26.585	26.585
9302	Serv. Mech. 1 st Class (9)				23.122	23.807	24.496	25.184	25.867	25.867
9303H	Serv. Mech. 2 nd Class (HBR) (9)					21.042	21.771	22.441	23.122	23.122
9303	Serv. Mech. 2 nd Class (9)					20.357	21.042	21.771	22.441	22.441
9305H	Serv. Apprentice (HBR) (9)				15.123	16.942	19.672	21.771	23.122	23.122
9305	Serv. Apprentice (9)				14.427	16.249	19.001	21.042	22.441	22.441
9301T	Serv. Specialist Technician (9),(13)		24.496	26.585	27.279	27.951	28.636	29.324	30.005	30.005
9305T	Serv. Apprentice Technician (9)								22.441	22.441
9301W	Serv. Specialist Technician (9),(13)		24.496	26.585	27.279	27.951	28.636	29.324	30.005	30.005
9305W	Serv. Apprentice Technician (9)								22.441	22.441

9310	St. Leader (Working) (3), (9),(13)*		28.636	29.324	30.005	30.685	31.361
9312	Reg. Insp. (Working) (9),(13)*		26.585	27.279	27.951	28.636	29.324
9313P	St. Inspector (Planner)			27.951	28.636	29.324	30.005
9313**	Insp. St. (Working) (9), (11),(13)*			26.585	27.279	27.951	28.636
9313H**	Insp. St. (Working) (HBR) (9), (12),(13)*			27.279	27.951	28.636	29.324
9314**	Leak Surv. Insp. (Working) (9), (11),(13)*			26.585	27.279	27.951	28.636
9314H**	Leak Surv. Insp. (Working) (HBR) (9),(13)*			27.279	27.951	28.636	29.324
9313N	St. Inspector (Working) (9), (11),(13)*			26.585	27.279	27.951	28.636
9315H	St. Inspector (Working) (HBR) (9), (12),(13)*			27.279	27.951	28.636	29.324
9319**	St. Mech. 1 st Class-Welder (9),(13)*			25.867	26.585	27.279	27.951
9320**	St. Mech. 1 st Class (9),(13)*	23.807	24.496	25.184	25.867	26.585	27.279
9321**	St. Mech. 2 nd Class (13)		20.357	21.042	21.771	22.441	23.122
9322**	St. Helper (13)					13.881	15.544
9320N	Utility Mechanic (7), (9),(13)*		16.561	17.902	19.238	20.580	21.919
9322N	Utility Mechanic Apprentice (13)			23.258	24.597	25.938	27.279
9325	Regulator Mech. (9),(13)*		25.184	25.867	26.585	27.279	27.951
9330	Pipe Line Welder (1), (8), (9),(13)*				27.279	27.951	28.636
9331**	Machine Operator (9),(13)*	24.496	25.184	25.867	26.585	27.279	27.951

Schedule "A"

Rates Effective May 1, 2004

		6 Mo.	Max.							
9340**	Mech. 1 st Class (13)*					24.496	25.184	25.867	26.585	27.279
9350	Garage Leader (5)							29.324	30.005	30.685
9351	Auto Tech. 1 st Class			25.184	25.867	26.585	27.279	27.951	28.636	28.636
9352	Auto Tech 2 nd Class				21.771	22.441	23.122	23.807	24.496	24.496
9353	Auto Servicer			13.881	15.247	16.605	17.967	19.325	21.042	21.042
9399	Dispatcher						27.279	27.951	28.636	29.324
9371	Genl. Clk. 1 st Class (2)		22.441	23.122	23.807	24.496	25.184	25.867	26.585	26.585
9372	Genl. Clk. (10)		13.325	14.272	15.219	16.160	17.110	18.055	19.001	19.001
				19.672	20.357	21.042	21.771	22.441	23.122	23.122
9365	Custodian				13.881	15.544	17.195	18.854	20.357	20.357
9380	Sr. Storekeeper				25.867	26.585	27.279	27.951	28.636	28.636
9382	Storekeeper Asst.	19.672	20.357	21.042	21.771	22.441	23.122	23.807	24.496	24.496
9383	Material Handler	17.110	18.055	19.001	19.672	20.357	21.042	21.771	22.441	22.441
9384T	Temporary Material Packager									13.325

All Footnotes may be found on Pages 58-59

**SCHEDULE "A" FOOTNOTES
EFFECTIVE MAY 1, 2002 THROUGH APRIL 30, 2005**

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

(2) The Senior General Clerk 1st Class scheduled on each shift to dispatch service calls receives two pay steps above his/her individual rate when working on night shifts, weekends and holidays for the hours when a Dispatch Office Supervisor and/or Dispatcher (9399) is not present to supervise the Dispatch Office function.

(3) Will receive \$29.986 effective 5/1/02 when assigned to perform additional supervisory duties. Will receive \$30.961 EFF. 5/1/03, \$32.045 EFF. 5/1/04.

(4) Will receive \$29.986 effective 5/1/02 when assigned to perform the duties of a Service Supervisor. Will receive \$30.961 EFF. 5/1/03, \$32.045 EFF. 5/1/04.

(5) Will receive \$29.346 effective 5/1/02 when assigned to perform supervisory duties. Will receive \$30.300 EFF. 5/1/03, \$31.361 EFF. 5/1/04.

(6) (Deleted)

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

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

SCHEDULE "A" FOOTNOTES
EFFECTIVE MAY 1, 2002 THROUGH APRIL 30, 2005 -
Continued

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

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

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

(12) Will receive \$28.713 effective 5/1/02 when assigned to perform supervisory planning duties. Will receive \$29.647 EFF. 5/1/03, \$30.685 EFF. 5/1/04.

(13) Will receive \$.60 per hour above his/her individual rate when working as an Adjunct Instructor.

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

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

SCHEDULE B

SCHEDULE OF SCHEDULED EMPLOYEES

(Deleted 1984 Negotiations)

**SCHEDULE C
JOB DESCRIPTIONS
FOREWORD**

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

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

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

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

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

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

Incidental to every job are the following functions:

1. Observing closely Company rules regarding safety, applicable to the duties of the job.

Schedule C - Continued

2. Directing and training employees as assigned.
3. Carrying out assignments in fighting fires and floods; giving first aid.
4. Maintaining a high standard of good housekeeping within the area of work; cleaning up surroundings after work is completed.
5. Performing the paper work and writing the reports required of the job.
6. Immediately reporting abnormal conditions which develop and taking corrective measures within the scope of the duties of the applicable job specification.
7. Under close supervision assisting employees of higher classification.
8. Performing similar work of the same grade, and the work of any lower-rated job.

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

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

Other language may require definition from time to time. For example, an automatic appliance is one which, after being placed in service, automatically goes through the operations of

Schedule C – Continued

turning on the main burning units and shutting off such units without the presence of an attendant. House heating furnaces, refrigerators, and water heaters of the instantaneous and automatic storage type are examples of automatic appliances. A non automatic appliance is one which requires the presence of an attendant during at least part of its operation. Ranges, except clock operated oven controls, side arm water heaters, and radiant fire heaters are examples of non-automatic appliances.

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

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

**9300 SERVICE INSPECTOR (WORKING)
9300H SERVICE INSPECTOR (WORKING) HBR**

Possesses the experience and qualifications to be a supervisor and serves as such upon occasion when the work warrants it, but otherwise performs the necessary work. Must have a *thorough knowledge of all types of gas appliances and installations*. Shall have all of the qualifications of a top grade Service Specialist to receive training for this classification. Performs duties such as listed below on air conditioning installations or fully automatic equipment using a programmed

Schedule C -- Continued

sequence of operations to attain, prove, and maintain combustion. (Controls of the type required on fully automatic equipment with input of 400,000 BTU per hour or more in a single combustion chamber).

WHEN ASSIGNED TO PERFORM WORK ON AIR CONDITIONING EQUIPMENT

1. Recharging refrigeration units, using pressurized refrigerant tanks;
2. Remove non-condensibles from lithium bromide units;
3. Diagnosing and correcting problems with conditioned air quantities or water towers; setting water flow rates;
4. Removing scale from water cooled equipment, using acidizing pumps and piping;

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

5. Servicing rapid response flame safeguards such as flame rectification, photocells, and photo conductive cells;
6. Adjusting power burners; servicing combustion gas-oil burners for gas operation;
7. Checking and correcting sequences of operations such as, prepurge cycle, trial for ignition periods, etc.;

Schedule C – Continued

8. Servicing low fire start interlocks, motor driven and manual reset safety shut off devices;

9. Servicing zero regulators and gas-air proportioning equipment on industrial equipment.

9301 SERVICE SPECIALIST

9301H SERVICE SPECIALIST (HBR)

9301T SERVICE SPECIALIST - TECHNICIAN

Under general supervision, investigates and satisfies all types of complaints for servicing automatic gas and electric appliances, makes all types of repairs and adjustments on all types of gas utilization equipment and controls, including duties such as listed below on air conditioning installations or fully automatic equipment using a programmed sequence of operation to attain, prove and maintain combustion; carries through assignments, at times, with the assistance of employees of equal or lesser grade; performs duties such as:

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

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

Schedule C - Continued

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

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

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

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

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

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

Schedule C – Continued

**9301W SERVICE SPECIALIST – TECHNICIAN
(White Appliances)**

Under general supervision, investigates and satisfies all types of complaints for servicing “white” and electric appliances (excluding air conditioning and water heaters), makes all types of repairs and adjustments on all types of equipment and controls, including duties such as listed below; carries through assignments, at times, with the assistance of employees of equal or lesser grade; performs duties such as:

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

**9302 SERVICE MECHANIC 1st CLASS
9302H SERVICE MECHANIC 1ST CLASS (HBR)**

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

Schedule C – Continued

1. Installing, renewing, and repairing gas piping on customers' premises; extending service piping, installing meter spacings; setting meters on new spacings, including the fitting of pipe from meter outlet connection to house piping; checking completed work for tightness and compliance with Company's specifications, including the piping installed by plumbers.
2. Installing all types of gas appliances and turning on for normal operation.
3. Installing, inspecting, and changing service regulators; testing and adjusting operation of service regulators in the field, excluding industrial regulators used in complicated installations.
4. Making repairs to and installing repair parts on non-automatic appliances such as water heaters, space heaters, and ranges, excluding repairs to and installation of electrically operated controls; making repairs to, and installing those repair parts on automatic type appliances which do not involve the adjustment of automatic gas controls.
5. Clearing services and house piping of stoppages with or without the use of compressed gasses or vacuum tank, investigating complaints of no gas, insufficient gas at customers' premises, correcting same.
6. Taking and interpreting U-gauge pressure readings in order to locate small leaks and stoppages in service and house piping, and in order to determine adequacy of such piping.
7. Setting or removing pressure or temperature recording gauges, on customers' premises.
8. Stopping flow of gas by such methods as inserting rags or expansion plugs.

Schedule C – Continued

9. Shutting off, cleaning and relighting central building heating furnaces and boilers.
10. Relighting residential, commercial and industrial appliances in conjunction with active orders, meter change work and Street Department work.
11. Making simple sketches of piping and equipment layout on customers' premises to explain unusual condition to supervisor in shop.
12. Investigating gas leaks at customers' premises, using approved devices; making same safe.

**9303 SERVICE MECHANIC 2nd CLASS
9303H SERVICE MECHANIC 2ND CLASS (HBR)**

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

1. Reading on, reading off, turning on and shutting off meters at meter or curb cock, including installation and removal of corks, meter cock locks, locks, lock off plugs and fuses, gassing out and lighting all appliance pilots, except those on central building heating appliances, shutting off all appliances.
2. Removing and changing meters except those used for central building heating and industrial installations.
3. Cleaning and adjusting such non-automatic gas appliances as water heaters, space heaters, and ranges excluding clock operated oven controls.
4. Assembling partially dismantled appliances; delivering appliances, materials, supplies, and tools.

Schedule C -- Continued

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

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

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

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

**9305 SERVICE APPRENTICE
9305H SERVICE APPRENTICE (HBR)
9305T SERVICE APPRENTICE - TECHNICIAN**

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

**9305W SERVICE APPRENTICE -- TECHNICIAN
(White Appliances)**

Under general supervision in the field, services "white" and other electric appliances (excluding air conditioning and water

Schedule C – Continued

heaters) and associated equipment as qualified through formalized and/or on-the-job training, carries through assignments, at times with the assistance of other employees; under general supervision in the shop, does other Service Department work.

9310 STREET LEADER (WORKING)

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

9312 REGULATOR INSPECTOR (WORKING)

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

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

Schedule C - Continued

9313P STREET INSPECTOR (PLANNER)

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

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

Performs all other Street Inspector Duties when assigned.

**9313 INSPECTOR-STREET (WORKING)
9313H INSPECTOR-STREET (WORKING) (HBR)**

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

**9314 LEAK SURVEY INSPECTOR (WORKING)
9314H LEAK SURVEY INSPECTOR (WORKING)
(HBR)**

Under close supervision, assists employees of higher classification; under general directive supervision, works with and directs employees in street inspection work surveying routes of underground gas system for leaks, makes tests using

Schedule C - Continued

suitable instruments, corrects unsafe conditions, maintains records, performs such work as:

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

Schedule C – Continued

**9313N STREET INSPECTOR (WORKING)
9315H STREET INSPECTOR (WORKING) (HBR)**

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

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

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

Schedule C - Continued

9319 STREET MECHANIC 1st CLASS-WELDER

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

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

9320 STREET MECHANIC 1st CLASS

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

1. Installing and repairing all types of mains, services, and associated equipment such as sleeves, fittings, and valves;
2. Under close supervision, installing and operating all types of equipment necessary to control the flow of gas in mains such as stoppers, bags, stoppering off machines, valves, cocks, and similar equipment;

Schedule C - Continued

3. Under close supervision, operates drilling and tapping machines, pipe saws, and similar hand or power-operated equipment regularly used by a street crew in the installation and repair of mains, services and associated equipment;
4. Reading suitable gauges during pressure tests, purging and gassing out mains and services as directed;
5. Repairing manholes, valve boxes, and similar installations as part of a street crew;
6. Disconnecting and reconnecting meters and service regulators when required in connection with service piping repair or renewal;
7. Installing materials used for corrosion protection;
8. Replacing and repairing pavements, sidewalks and lawns; operating necessary equipment in the course of the job;
9. Taking temporary charge of the job in the absence of the Street Leader (Working) or Construction Supervisor;
10. Turning on meters, gassing out and turning on all residential type gas appliances except air conditioners in residential and commercial establishments when turned off in connection with Street Department work;
11. Reconstructing meter sets in one and two family residences to conform to Company standards utilizing the existing meter and service regulator when required in connection with renewal or repair of service piping and relocation of the service up to a maximum of three feet. Installing prefabricated meter sets on outside installations not including house piping.
12. Driving Street Department delivery trucks including operating those equipped with a power boom.

Schedule C - Continued

13. Loads, unloads, transports (including use of trailer) and operates non-riding excavating and non-riding plowing-in type equipment.

14. Hooking up and hauling intermediate size riding equipment (5000 lb. gross weight maximum) already loaded on trailer to and from work locations.

9320N UTILITY MECHANIC

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

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

Schedule C - Continued

7. Installing materials used for corrosion protection;
8. Replacing and repairing pavements, sidewalks and lawns; operating necessary equipment in the course of the job;
9. Taking temporary charge of the job in the absence of the Street Leader (Working) or Construction Supervisor;
10. Turning on meters, gassing out and turning on all residential type gas appliances in residential and commercial establishments when turned off in connection with Street Department work;
11. Reconstructing meter sets in one and two family residences to conform to Company standards utilizing the existing meter and service regulator when required in connection with renewal or repair of service piping and relocation of the service. Installing prefabricated meter sets on outside installations not including house piping.
12. Operates all types of motor vehicles.
13. Loads, unloads, transports (including use of trailer) and operates non-riding excavating and non-riding plowing-in type equipment.
14. Hooking up and hauling intermediate size riding equipment (5000 lb. gross weight maximum) already loaded on trailer to and from work locations.
15. May install meters and service regulators in residential and small industrial and commercial customer premises defined as those requiring up to and including a 425 size meter. New meter installations will be left locked off.
16. Operates trenching machines up to 5,000 lb. gross weight maximum.

Schedule C - Continued

17. Performs markout work except that associated with PSE&G contractor jobs.

9322N UTILITY MECHANIC APPRENTICE

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

9322 STREET HELPER

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

9325 REGULATOR MECHANIC

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

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

9330 PIPE LINE WELDER

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

Schedule C – Continued

9331 MACHINE OPERATOR

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

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

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

9340 MECHANIC 1st CLASS

1. Under general supervision may be assigned to do specially skilled work where necessary or required at times with the assistance of employees of equal or lesser grade;

Schedule C – Continued

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

9341 MECHANIC 2nd CLASS

Under directive supervision, assists higher-rated employees. Does work of Mechanic 1st Class when work is laid out by a higher-rated employee.

WHEN ASSIGNED TO GOVERNOR WORK:

Assists higher rated employees in duties pertaining to governor installation and maintenance work. Changes charts when necessary. Repairing, adjusting and testing service regulators in the shop.

Schedule C – Continued

WHEN ASSIGNED TO STEAMER WORK:

Assists higher rated employees in operating and maintaining steamer-vacuum equipment.

9342 DRIP PUMPER

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

9350 GARAGE LEADER

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

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

Schedule C – Continued

6. Checking the maintenance of parts inventories.

7. As directed, instructing employees in the operation of motor vehicles; conducting and judging driving tests; qualifying drivers to operate motor vehicles.

9351 AUTO TECHNICIAN 1st CLASS

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

9352 AUTO TECHNICIAN 2nd CLASS

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

9353 AUTO SERVICER

Employed in washing, greasing, and servicing automotive equipment.

9361 ENGINEER

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

9365 CUSTODIAN

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

Schedule C - Continued

9399 DISPATCHER (WORKING)

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

9371 GENERAL CLERK 1st CLASS

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

9372 GENERAL CLERK

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

9380 SENIOR STOREKEEPER

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

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

9382 STOREKEEPER ASSISTANT

Disburses and receives storeroom materials and does the necessary clerical work. Repairs materials and equipment and keeps storeroom clean and orderly. Performs duties such as:

1. Receiving, storing and issuing materials, appliance parts, tools, and equipment;

Schedule C - Continued

2. Loading and unloading materials and supplies; operating lift trucks;
3. Handling and cleaning all types of appliances and materials about the storeroom, sorting and storing in proper locations; checking tools and equipment for proper operating condition;
4. Taking inventory and maintaining stock registers;
5. Packaging and preparing for shipment materials and equipment; weighing scrap materials;
6. Performing all duties associated with appliance repair parts.

9383 MATERIAL HANDLER

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

1. Receiving, storing, preparing/filling orders for, issuing, packaging, weighing (including scrap materials), class and coded appliance parts and associated equipment.
2. Loading, unloading appliance parts and associated equipment, operating lift trucks.
3. Keeping facility, tools, supplies, and equipment clean, including opening and closing of the facility at the beginning and end of work periods. Keeping parts, material and supplies sorted and stored in proper locations.
4. Taking inventories and maintaining stock.

Schedule C - Continued

9384T TEMPORARY MATERIAL PACKAGER

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

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

**SCHEDULE D
LETTERS OF INTENT**

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

SUBJECT	DATE	PAGE
<u>APPLIANCE SERVICE</u>		
Qualifications for Employment in Appliance Service.....	5-01-02	89
Service Department Apprentice Program	In Progress	89
Training & Test Out Agreement (Incl. Adjunct Instructors).....	4-20-00	90
Pre-Hire Test-Out For Future Apprentice	3-01-01	97

Schedule D – Continued

SUBJECT	DATE	PAGE
<u>APPLIANCE SERVICE</u>		
Guidelines for Adjunct Instructor Selection	5-1-02	98
Work Assignment to Scheduled Employees	7-19-63	99
Scheduled Employees (Work on major holidays)	5-01-92	100
Overtime Availability List – Service Department	5-01-92	101
Appliance Service HBR Agreement	5-01-02	102
New Competitive Work Agreement (HVAC/Electric Terr.)	5-21-97	106
Outside Territory Growth – Establish “T” Classifications	6-10-98	109
Outside Territory Growth – Establish “W” Classifications	8-07-98	115
Outside Territory Personnel Transfer Agreement	4-12-00	117
Decentralization of New Territory (White Goods Ops.)	8-04-00	119
Outside Franchise & Electric Only Territory Work.....	9-22-00	122
Move Support Operation to Zone .	5-01-96	124
Delivery of Parts and Materials by Outside Vendors (PDC)	5-01-02	125
Addendum – Delivery of Parts and Materials by Vendors.....	11-25-96	127
General Clerk.....	5-01-89	129
Pay Treatment for General Clerks Performing Appliance Repair Parts Work	5-01-96	130

**SCHEDULE D
LETTERS OF INTENT - Continued**

SUBJECT	DATE	PAGE
Hazwopper, Asbestos, & Mercury Regulator Work	5-22-01	131
Street Dept. Employees Assisting the Service Dept.....	5-01-89	132
 <u>DISTRIBUTION OPERATIONS</u>		
Use of Contractors	7-20-65	133
Leak Survey Work.....	7-25-69	134
Seasonal/Temporary Workforce (Distribution) and Contracting of Work	5-01-96	134
Crossover Work Between Electric and Gas Personnel.....	5-01-96	134
Incumbent Mechanics 1st Class (9340)	7-29-77	136
Entry Level Jobs Driving.....	5-01-02	137
Commercial Driver's License.....	5-01-96	138
Commercial Driver's License (CDL)	1-04-02	139
Operator Qualification Rule (DOT)	4-10-02	140
Distribution Department Apprentice Program	10-09-02	142
Gas Distribution HBR Agreement	5-01-02	145
Reporting on the Job.....	5-01-96	148
Article III (d) Procedure	5-01-02	149
Non-Shift Employees – Change from Normal Workday Hours.....	10-10-02	151
Volunteering for Overtime.....	5-01-02	151
Adjunct Instructors - Gas Distribution	6-22-01	153
Pay Treatment for Performing Hazwopper Work.....	5-01-96	155
Street Inspector (Planner)	10-09-02	156

SCHEDULE D
LETTERS OF INTENT - Continued

SUBJECT	DATE	PAGE
<u>TRANSPORTATION</u>		
Garage Progressive Training and Evaluation Program	5-18-98	157
<u>ADMINISTRATIVE/OTHER</u>		
Guidelines for Upgrading		
Employees	10-10-02	159
Meal Money Payments	7-19-63	160
Clarification of Article V(o) Work of Supervisors	7-14-67	161
Job Security	5-01-96	161
Remote Reporting for Training.....	5-01-02	162
Organizational Changes	5-01-96	164
Definitions of Regions	5-01-96	164
Safety Footwear	6-12-01	165
Electronic Funds Transfer/Mailing of Paychecks and Petty Cash		
Reimbursements	5-01-96	165
Coffee Break.....	5-01-02	166
Employee Indoctrination.....	5-01-96	166
Safety and Local 855	3-01-00	167
Storm Plans	4-12-00	168
Return to Work Exam		
Transportation.....	4-08-02	168
Deletion & Incorporation of Certain Letters	5-01-02	169

**PUBLIC SERVICE ELECTRIC
AND GAS COMPANY
80 Park Plaza, Newark, New Jersey 07101**

5/1/02

**QUALIFICATIONS FOR EMPLOYMENT IN
APPLIANCE SERVICE**

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

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

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

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

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

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

SERVICE DEPARTMENT APPRENTICE PROGRAM

(HOLD - UNDER NEGOTIATION)

4/20/00

**APPLIANCE SERVICE BUSINESS
SERVICE APPRENTICE TRAINING & TEST OUT
PROGRAM
ELECTRIC APPLIANCE WORK**

The Appliance Service Business (ASB) and L855 have reached the following agreement to accelerate training and provide employees an opportunity to "test-out" of certain training within the Service Apprentice Training Program. This agreement supplements and is not intended to change the existing Service Apprentice Training Program except where agreed to by the parties.

References to Service Apprentice, Service Specialist, and Service Inspector (*Working*) shall also apply to employees in those classifications whom home base report (HBR).

Job Descriptions

The parties agree that performing electric appliance repair work, including air conditioner (AC) repair work will become part of the job description for exiting and future Service Specialists and Service Inspectors (*Working*). Service Specialists or Service Inspectors (*Working*) that were hired or transferred into those classifications prior to January 1, 1998, but have not yet been trained on this work will be offered another opportunity to receive training for electric appliance repair work.

"Test-Out" for Incumbent Service Apprentices

The parties agree that Service Apprentices hired in 1998, 1999 and 2000 (as of the date of signing of this agreement) will be provided with a one time opportunity to volunteer for an evaluation (test-out) to determine their qualifications to perform higher level work. A joint management/union

Schedule D – Continued

training committee will be formed for the purposes of developing the test out program. The committee will consist of two management designees from the ASB, one designee from the Edison Training and Development Center, and two L855 represented members. The Company will administer the test out program, and review the results with L855. The test out program will work according to the following guidelines:

To be eligible, Service Apprentices must have already successfully completed Part I of the Apprentice Program.

Eligible Service Apprentices will then have an opportunity to test-out of Parts II and III of the Service Apprentice Program. They will have to pass the same written and hands on tests currently given for Parts II and III of the Program. They will also have an opportunity to test-out of the electric A/C repair module.

Those who can successfully test out of either (1) The heating portion of the current Service Apprentice Program (Part III), or (2) The electric A/C repair module will be accelerated to the top step of the Service Apprentice/Service Apprentice (HBR) classification. The Company may then begin to assign them work for which they are qualified for as demonstrated by their passing the test-out exams. They will remain at the top step of the Service Apprentice classification until they successfully complete all other aspects of the Service Apprentice Program.

After satisfactorily passing all aspects of the Service Apprentice Program, Service Apprentices will be progressed to first step of the Service Specialist classification. They will not receive apprentice training in the areas in which they have successfully tested-out.

Schedule D – Continued

Those who can successfully test-out of Part II of the Service Apprentice Program but not the heating (Part III) and/or the electric A/C portion, will be placed at the fourth step of the Service Apprentice pay scale and will proceed with the remaining portions of the program. They will not receive the apprentice training for which they have tested-out. The Company may assign to them any work for which they are trained and qualified as demonstrated by their passing the test-out.

Those volunteers who do not satisfactorily complete the test-out option will continue to progress through the normal Service Apprentice Program and receive two opportunities to pass Parts II and III as per the CBA.

“Test-Out” of Future Service Apprentices

Future hires that successfully test-out of certain training modules will be entered into the Service Apprentice Program and will be allowed to skip the training associated with those modules from which they successfully test-out. Service Apprentices with five years of verifiable experience in the plumbing, pipefitting, HVAC, or appliance repair trades (qualified experience) that successfully test-out of either the heating (Part III) and/or the electric A/C modules will be placed at the top step of the Service Apprentice classification. They will remain there until their successful completion of the remaining portions of the Service Apprentice Program.

They may be immediately assigned to any work for which they have tested-out after they have completed the following components from Part I of the Service Apprentice Program:

**Driver Training,
CPR & First Aid,
Customer Relations,
Hazard Communication,
Fundamentals of Gas Combustion, and
Gas Leak Investigation.**

Schedule D – Continued

Service Apprentices with qualified experience that fail to test-out of Parts III or electric A/C shall progress through the Service Apprentice Program the same as those without qualified experience.

Future hires with less than five years of qualified experience will be placed at the first pay step of the Service Apprentice Program. After they complete Part I of the program they will be offered an opportunity to test-out of all or portions of Part II. They may perform in the field the work for which they have successfully tested out from Part II. They will not receive the classroom or field training associated with those areas from which they have tested-out.

They will progress through the Service Apprentice pay steps at an accelerated rate commensurate with the saved classroom and field training time relative to Part II. Prior to starting Part III of the Program, they will be offered an opportunity to test-out of all or portions of Part III and the electric A/C repair module. They may perform in the field the work for which they have successfully tested out from Parts III or electric A/C. They will not receive the classroom or field training associated with those areas from which they have tested-out.

They will progress to the top step of Service Apprentice at an accelerated rate commensurate with the saved classroom and field training time relative to Part III including electric A/C. They will remain at the top step of the Service Apprentice classification until they successfully complete all other aspects of the Service Apprentice Program.

Service Apprentices that do not test-out of any modules will start at the first pay step of the Service Apprentice classification and progress through the normal sequence of classes and pay steps of the Service Apprentice Program.

Schedule D – Continued

Service Apprentice Training Program

The parties agree to add electric A/C and electric appliance repair training to the existing 30 month Service Apprentice Training Program. In addition, the Training Committee will review and make recommendations to the Company and L855 negotiating committee regarding the restacking/sequencing and appropriate duration of the Service Apprentice Program training classes. A part of that effort will include an attempt to enhance the field training component.

Local 855 Adjunct Instructors

The parties have agreed to select qualified, temporary adjunct instructors from the Service Specialist and Service Inspector (Working) classifications to supplement the Edison Training and Development Center staff. It is agreed that the instructors shall be highly skilled at performing appliance repair and/or utility work and that they will develop materials and provide instruction within their area(s) of expertise. They may provide this training at field locations or at any one of the Company's training facilities.

Interest postings shall be utilized to seek qualified candidates willing to perform this work.

Management will select the bargaining unit instructor(s) based upon current needs from the list of those that respond to the interest posting(s). The instructors selected may be returned to their field locations for normal work on an as needed basis. The parties also agree to review the U.A. International "Train the Trainer" certification process for possible inclusion of select adjunct instructors in that process.

While acting in the capacity of an adjunct instructor L855 members will receive an additional pay step equal to sixty cents per hour above their normal rate. If the instructor is a Home Based Reporter he/she will be allowed to utilize their Company vehicle for traveling purposes associated with this

Schedule D - Continued

work and will also receive a travel allowance in accordance with the CBA Schedule D Letter Remote Reporting for Training or Article V(h), whichever applies.

Schedule D - Service Business Electric Appliance Repair Work

As a result of reaching agreement herein the Schedule D letter Service Business Electric Appliance Repair Work dated March 31, 1995 shall be deleted from the CBA. When this agreement is signed the Schedule D letter shall become null and void. All work associated with that letter will become part of the job responsibilities of service technicians as noted above.

Shared Savings

The parties agree that all Service Inspectors (Working) and Service Specialists who are A/C refrigerant (CFC) certified and active employees as of the date of this agreement will receive a one time recognition of certification bonus in the amount of \$500. Service Apprentices that are CFC certified and pass the electric air conditioning test-out will also receive this \$500 bonus.

The Company has also agreed, on a one time basis, to calculate and share the savings resulting from the successful certification and test out of existing Service Apprentices.

The savings will be calculated using the process discussed during the negotiation of this agreement. The Company has agreed to share fifty percent of the calculated savings, which exceeds the total payout made for the recognition of CFC certification bonus. The savings shall be shared equally with current Service Specialists and Service Inspectors (Working) that have earned CFC certification, and with CFC certified Service Apprentices that also successfully test out of Part III of the Service Apprentice Program and/or electric A/C.

Schedule D – Continued

Following is an illustration of how the savings would be calculated and shared.

Assumption #1: 100 Service Apprentices take the electric A/C and Part III test-out and fifty pass both exams.

- \$650,000 in savings is recognized as a result of the 50 Service Apprentices Testing-Out.
- $50\% \times \$650,000$ savings = \$325,000 to be shared with employees.

Assumption #2: 350 Service Inspectors (Working) and Service Specialists receive \$500 bonuses for earning CFC certification plus 50 Service Apprentices receive the \$500 bonus for earning CFC certification and testing out of electric A/C.

- $\$500 \times 400$ employees = \$200,000 paid in bonuses.
- $\$325,000 - \$200,000 = \$125,000$ remaining to be shared equally with 350 Service Inspectors (Working) and Service Specialists plus the 50 Service Apprentices who successfully tested out.
- \$125,000 divided equally among 400 employees equals \$313 paid to each.

In addition, the parties agree to develop a shared savings plan to be based on improvements to the agreed upon "Direct Costs" within the Appliance Service Business with the intent to include all Local 855 ASB employees in the plan. Meetings will be held in the near future to finalize the program.

Outside Territory HVAC Technicians

Should it become desirable to restart the outside franchise territory HVAC business, the Company will post for positions and select applicants in accordance with the CBA.

Schedule D – Continued

HVAC Installation Business

The Company and L855 have reached agreement on an HVAC Installer position and agree to continue to meet to finalize a HVAC Installer Helper position job description and pay rates.

Hiring Plans

The Company and Local 855 agree to support an ongoing Service Apprentice Program and with this in mind the Appliance Service Business will discuss hiring plans with L855 on an annual basis.

S/A.S. Pezzulo

S/Robert H. Callahan

3/01/01

**PRE HIRE TEST OUT FOR FUTURE SERVICE
APPRENTICES
WITH FIVE YEARS VERIFIABLE EXPERIENCE**

This confirms discussion of the above at a meeting held in Edison on February 21, 2001.

It is the Company's intention for hiring future Service Apprentices with five years of verifiable experience in the plumbing, pipefitting, HVAC, or appliance repair trades (qualified experience) to "test-out" prior to their employment. Successful applicants will be placed at the appropriate step of the Service Apprentice classification and will remain there until their successful completion of the remaining portions of the Service Apprentice Program in accordance with the letter of Agreement dated April 20, 2000, Appliance Service Business Service Apprentice Training & Test Out Program Electric Appliance Work.

S/A.S. Pezzulo

S/Robert H. Callahan

**GUIDELINES FOR THE ADJUNCT SELECTION
PROCESS**

- 1) An interest posting for temporary Adjunct Instructors will be posted in all Districts.
- 2) The language of the posting will be consistent with the language in the Agreement, Appliance Service Business – Service Apprentice Training & Test Out Program, Electric Appliance Work dated April 20, 2000; Section Local 855 Adjunct Instructors.
- 3) The assignment for the initial program will be of 6 months duration (subsequently agreed to be 9 months). Selected employees will be given training assignments on an as needed basis and will not be given an assignment less than one week. Exceptions to this will be for training courses offered at the field locations. A field location course may be for duration of one day or a few hours. In latter case, the Adjunct Instructor will be paid, as per the Agreement, the full eight hours.
- 4) The initial program will utilize two employees from each zone in the Appliance Service Business.
- 5) A team will conduct the interview process for the selection of temporary Adjunct Instructors. Consisting of three (3) MAST employees and two (2) Union employees.
- 6) Final selection for the qualified employee will be a *management decision*.
- 7) The Appliance Service Business Joint Training Committee will be responsible for the progress of the temporary Adjunct Instructors.

Schedule D - Continued

8) Any problems and/or concerns an Adjunct Instructor may have can be brought to the attention of Appliance Service Business Joint Training Committee.

These guidelines are intended to be used by the selection team to facilitate the selection process and maintain consistency throughout the program. It is the intentions of the parties to implement the guideline and resolve any unforeseen problems.

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

Explanation of Revision: Letter dated 7/20/00 revised in item 3 to reflect 9 month duration of assignment.

7/19/63

WORK ASSIGNMENT TO SCHEDULED EMPLOYEES*

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

The Company and Union agreed that those work orders shown in the Gas Business Unit "Order Execution Schedule", as Groups A-1, A-2, B-1 and B-2, are the types of orders that may be properly assigned to scheduled employees, with the following exceptions:

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

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

Schedule D – Continued

Off,” would be assigned to personnel other than the scheduled employees.

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

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

S/C. D. James

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

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

5/1/92

SCHEDULED EMPLOYEES

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

However, on the New Years Day, Christmas Day and Thanksgiving Day Holidays, scheduled personnel shall

Schedule D – Continued

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

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

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

5/1/92

**OVERTIME AVAILABILITY LIST
SERVICE DEPARTMENT**

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

GENERAL GUIDELINES

1. A sign-in list will be provided in each District for all overtime periods.
2. Employees desiring to work overtime will sign their names to the list indicating their availability. Employees shall indicate their intention to work no later than 1 P.M. of the day they plan to work, Monday through Friday. On weekends the availability list shall be signed by 4:30 P.M. on Friday.
3. Those employees who have signed to work overtime shall be selected in the order of low overtime with employees at work being selected first.

Schedule D – Continued

4. Practices of accounting for overtime hours will be mutually agreed on at the Local District Level.
5. The availability list shall not be used for pre-scheduling Service Department employees for overtime except after 4:30 p.m. on the last workday prior to weekends and holidays to replace absent scheduled employees.
6. An employee who has signed the availability list and is unable to fulfill the commitment will not be disciplined. However, it is expected that each employee who signs the availability list has every intention of accepting the overtime work when called.

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

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

5/1/02

**APPLIANCE SERVICE HOME BASED REPORTING
AGREEMENT**

The intent of this program is to expand the use of Home Based Reporting (HBR) over time to improve the competitiveness of Appliance Service operations. The parties will work together to identify optimum solutions to unforeseen problems which may arise. The Company and Union will meet at the request of either to resolve such problems. Employee input through Company and Union representatives will be encouraged to ensure that the HBR program works effectively and in accordance with the good faith intent of this Agreement.

Costs and benefits will be measured to evaluate the success of the program. Costs will include all costs incurred by the program. Benefits will include all benefits including Customer Satisfaction, Operational Efficiency, and Employee

Schedule D – Continued

Satisfaction. The Company and Union will jointly review all information.

1) The Company will initiate the program with approximately 20% of its workforce within each District. On September 29, 1997 it was agreed to expand HBR to 100% of Appliance Service technicians.

2) Two new classifications will be established; 9301H Service Specialist (HBR) and 9300H Service Inspector (Working) (HBR) with six (6) pay steps and three (3) pay steps respectively. Those volunteering for HBR will enter the HBR classifications at one pay step above their existing rate and will progress to the top of the new classification.

3) The program is voluntary. However, employees hired into the 9305T and 9305W Service Apprentice – Technician, and 9301T and 9301W Service Specialist – Technician classifications are required to Home Base report.

Employees entering the 9305 - Service Apprentice classification shall be offered HBR following 90 calendar days service (in Appliance Service operations) with the Company.

Seniority will control selection of identifiable Work Areas in each District.

4) Each District will be divided into 3-6 Work Areas as discussed locally. The number of employees assigned to each area will be determined by workload.

5) Paragraph Deleted

6) All employees working between the hours of 8:00 a.m. - 4:30 p.m. on any day will make their first call at the customers premise or designated work site at the start of their work period. If the first call is outside the assigned Work Area the employee is responsible for being within their Work Area at the start of the work period.

Schedule D – Continued

7) Scheduled employees (except 12-8 and 8-4) will make their first call at the customers premise or designated work site within their assigned Work Area at the start of their work period. If there is no specific customer premise or work site given, then they must be within the District boundary at the start of their work period.

8) Employees who complete their last job outside their assigned Work Area will be compensated for travel to their Work Area or home, whichever is shorter.

9) Employees will be paid until the end of their work period. They will remain in their Work Area available for work until the end of their work period.

10) Employees on OVERTIME who finish within their assigned work area will be paid until the last job is completed and the employee is cleared.

11) Overtime pay for callout for employees on HBR will start at the District boundary and end as described in #10 above.

12) The 12-8 scheduled Service Person will report to headquarters at the start of the work period and complete the work period as assigned. Employees taking a predominant number of 12-8 shifts may be excluded from HBR.

13) Employees may be required to report to headquarters at the start and end of any work period.

14) Assignments in high crime areas will be made with safety as a priority. Employees will be provided warnings or other assistance in high crime areas and if needed will double up or take other actions as necessary to ensure safety.

15) Employees will be permitted to utilize vehicles for transportation before and after work for Union meetings, incidentals along their commuting route, use of outside CHAMP facilities, and schooling which is compensated by PSE&G. The intent is to allow the use of the vehicle for these

Schedule D – Continued

purposes when it is not practical to return home for their personal vehicle.

16) Any Union representative who is eligible and participates will be permitted to travel to Headquarters as required to meet the responsibilities of the position. Such employees may not use their assigned vehicles for reporting to Newark level meetings (i.e., Negotiation Meetings, Third Step Grievance Meetings, or other designated full day meetings).

17) HBR employees who are REMOTE REPORTING FOR TRAINING may either receive the contractual allowance or use the Company vehicle.

18) Credit Cards may be issued to employees.

19) Employees may be removed from the program for reasonable cause subject to the grievance procedure. Employees removed due to long term illness/injury or loss of license have the right to return to HBR. Upon return the junior HBR person will be bumped after being given five (5) calendar days notice.

20) Company commits to providing all communications on the Union bulletin board to all HBR employees.

21) The Company and Union will work together to address communications and humanities. Home Based Reporters will be afforded and receive the same rights and privileges as those who report to the District Headquarters.

22) The Chairman and/or Vice Chairman within each District will meet monthly as part of the local committee to discuss these or any other conditions of the program within the District.

23) Vehicle usage will not be taxed per current IRS guidelines for "special use" vehicles. In the event that the IRS rules change, the Company will offset the tax liability.

Scheduled D – Continued

24) Home Based refers to the employees' primary residence. Use of Home Based Vehicles from any other residence would require discussion with the Company and the Union.

25) Natural Gas Vehicles may be used. The Company and the Union will continue to work on this issue and its role in program expansion.

26) Paychecks will be mailed or direct deposited in up to two bank accounts.

27) Standby procedures and pay will remain the same.

28) Paragraph Deleted.

29) In the event that a volunteer wishes to be removed from the program he or she must give five (5) calendar days written notice. The Company will provide the form.

30) Any modifications to the program must be mutually agreed to and either the Company or the Union may terminate the program following 30 days written notice to the other party.

Explanation of Revision: Letter dated May 1, 1996 revised for paragraphs 1,2,3,5, 26, and 28, and to reflect organizational changes within the Company.

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

5/21/97

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

The Company and U.A. Local 855 have reached agreement on expanding their partnership to take on additional work with PSE&G employees. This work expansion marks the next

Schedule D – Continued

major step in the Appliance Service Business commitment to profitably grow revenues with a union workforce.

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

1. Completion of PSE&G Facility HVAC Maintenance and Repair Work with PSE&G Union Workers. This involves the transfer of over \$1 million of work annually from over 30 outside contractors to a PSE&G workforce. PSE&G will deliver this work with an internal workforce with the objective of increasing service levels and reducing overall process cost.

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

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

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

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

Schedule D - Continued

- Plainfield District** - Westfield, Winfield.
- New Brunswick District** - Carteret, Edison (South),
Metuchen, Perth Amboy, Woodbridge.
- Trenton District** - Hopewell, Hopewell Twp., Pennington.
- Burlington District** - Medford Twp., Medford Lakes.
- Audubon District** - Cherry Hill, Deptford, Evesham,
Gloucester Twp., HiNella, Lawnside,
Magnolia, Runnemede, Somerdale,
Voorhees, Washington Twp., West
Deptford, Woodbury Hts.

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

L855 HVAC SITES

<u>Site</u>	<u>Site</u>	<u>ASB Zone</u>
1	Clifton Gas Hdq 240 Kuller Road, Clifton	Northern
2	Oakland Gas Hdq 20 Van Vooren Drive, Oakland	Northern
3	Oradell Gas Hdq 451 New Milford Ave, Oradell	Northern
4	Orange Gas Hdq 284 N. Park Ave, E. Orange	Mid-Central
5	Plainfield Gas Hdq 40 Rock Avenue, Plainfield	Mid-Central
6	New Brunswick Gas Hdq 150 How Lane New Brunswick	Mid-Central
7	Sayreville Sub Hdq 5000 Bordentown Ave Sayreville	Mid-Central

Schedule D – Continued

L855 HVAC

<u>Site</u>	<u>Site</u>	<u>ASB Zone</u>
8	H.R. Dev. Ctr. (Gas Training Center) 401 Silver Lake Avenue Edison	Mid-Central
9	Trenton Gas Hdq 665 Whitehead Road Trenton	Southern
10	Burlington Gas Hdq 300 Connecticut Ave Burlington	Southern
11	Audubon Gas Hdq 535 W. Nicholson Rd Audubon	Southern

6/10/98

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

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

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

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

Schedule D – Continued

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

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

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

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

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

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

Schedule D – Continued

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

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

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

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

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

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

Schedule D – Continued

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

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

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

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

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

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

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

Schedule D -- Continued

location is selected to service a vehicle, operated by L855 personnel, L855 garage locations will be given preference.

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

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

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

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

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

20). Technicians will work 3 rotating schedules, which will include (1) 5 - 8 hours days and (2) 4 -10 hour days. Schedules will rotate every 2 weeks. The Company and Union will endeavor, in good faith, to resolve remaining issues by October 1, 1998.

Schedule D – Continued

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

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

22). Employees will be assigned work directly from MAST personnel at NIAC during the start up phase. Employees will receive administrative support from MAST personnel at NIAC during the start up phase. The Company will perform dispatch and administrative support operations utilizing bargaining unit personnel by developing a longer term support plan to be in place by October 1, 1 998.

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

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

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

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

Schedule D – Continued

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

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

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

8/07/98

**ADDENDUM TO THE AGREEMENT
GROWTH AND NEW OPPORTUNITIES-
OUTSIDE FRANCHISE TERRITORY
dated June 10, 1998**

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

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

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

Schedule D – Continued

appliance work on refrigerators, washing machines, and dishwashers, except as noted in item #7.

2. When assigned to work Outside the Existing Franchise Territory, Service Specialist Technicians - 9301W and the Service Apprentice Technician - 9305W will perform appliance work on refrigerators, washing machines, and dishwashers and other white goods; excluding heating and air conditioning.

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

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

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

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

7. Prior to training Service Specialist Technicians - 9301 W's to perform HVAC (heating and air conditioning) repair services; incumbent Service Inspector (Working) 9300's, Service Specialist 9301's , Service Inspector (Working) (HBR) 9300H's, Service Specialist (HBR) 9301 H and Service-

Schedule D - Continued

Technician 9301 T's will be offered refrigerator, washing machine and dishwasher training on a volunteer basis by seniority; with the expectations that they would perform those services within their assigned work area, as needed.

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

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

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

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

4/12/00

**THE OUTSIDE FRANCHISE TERRITORY
PERSONNEL
TRANSFER AGREEMENT**

On June 10, 1998 the Company and Local 855 reached an Agreement, entitled Growth and New Opportunities – Outside Franchise Territory. This Agreement supported the growth of the Appliance Service Business in the outside franchise territory. On May 27, 1999 and October 27, 1999 temporary Agreements were reached to address the outside territory personnel issues that surfaced due to the pending Board of Public Utilities (BPU) decision regarding the existence/expansion of this business. Due to the actual BPU

Schedule D - Continued

decision regarding the outside franchise territory work, the parties agree to change the status of 9301T employees who were hired as a result of the aforementioned agreements, and transfer them into the franchise territory in accordance with Article IV (g), of the C.B.A. as follows:

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

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

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

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

8/04/00

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

The Company and Local 855 have reached agreement to decentralize the existing "White Goods" group to each of the existing Zones, and in addition, this Agreement provides for the ability to utilize Service Apprentice Technician 9305W's to perform work on electric appliances. This Agreement continues the Company's ongoing partnership with Local 855 as a driving force behind the growth and success of the Appliance Service Business. This Agreement supercedes the Agreements, Growth and New Opportunities - Outside Franchise Territory dated June 10, 1998, and the addendum to the Agreement dated August 7, 1998, for Service Specialist Technician 9301W's and Service Apprentice Technician 9305W's.

- 1) The New Territory "white goods" technicians will no longer be centralized at the Silver Lake Avenue location. Rather they would be decentralized into the three Appliance Service Business Zones and will become part of the 'in-territory workforce'. Further, the Parties agreed these technicians are to be merged with the exiting employees' seniority list in the District they are placed in.
- 2) The Company agrees to staff the expansion of this workgroup with Service Specialist - Technicians 9301W and/or Service Apprentice - Technicians 9305W, employees.
- 3) Service Specialist - Technician 9301W's will utilize the Service Specialist (HBR) 9301H pay structure, and Service Apprentice - Technician 9305W's will start at the top rate of the current Service Apprentice 9305 classification.
- 4) Service Apprentice Technician 9305W after successful completion of Technician Training and Testing Program for

Schedule D – Continued

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

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

6) In addition to the three “white goods” appliances, e.g., refrigerators, washing machines, and dishwasher, Service Specialist Technicians 9301W’s and Service Apprentice Technicians 9305W’s may be assigned electric dryers, ranges and ovens, excluding electric air conditioning and automatic water heaters. They will not work on natural gas fired equipment, e.g. combined electric/gas ranges.

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

8) The regular work hours will be Monday – Saturday, 8 AM – 8:30 PM. These work hours will be monitored for efficiency and customer satisfaction. Both Parties agree to meet from time to time to discuss changes to these work hours.

9) Technicians will work three rotating schedules, which will include (1) 5-8 hours days and (2) 4-10 hours days. Schedules will rotate. Service Specialist-Technician 9301W, at this time, are considered non-shift employees. As such, their workweek consists of Monday to Saturday utilizing the aforementioned schedule.

Schedule D - Continued

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

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

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

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

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

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

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

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

Schedule D - Continued

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

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

09/22/00

**APPLIANCE SERVICE BUSINESS
OUTSIDE EXISTING FRANCHISE TERRITORY
WORK
UA LOCAL 855 and IBEW LOCAL 94**

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

UA Local 855:

The Counties Of:

Atlantic Gloucester
Burlington Mercer
Camden Middlesex (1)
Cape May Ocean
Cumberland Salem

IBEW Local 94:

The Counties of:

Hunterdon (2) Sussex..
Middlesex (1) Union (4)
Monmouth (3) Warren
Morris

- (1) After BPU approval for growth in the outside territory is received, and following entrance into that market by the ASB, Carteret Boro, Edison Twp. (with the exception of

Schedule D – Continued

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

- (2) Delaware Twp., Raritan Twp, East Amwell Twp. & West Amwell Twp. shall be considered within L855.
- (3) Upper Freehold Twp., Millstone Twp. & Roosevelt Boro which are currently L855 gas areas shall continue to be considered within L855 for the purposes of this agreement.
- (4) All work in the electric only franchise areas of Union County (all municipalities except Plainfield which is currently a L855 represented Gas location) shall be transitioned to the IBEW Local 94 as soon as the Company can practically adjust the work management systems to support this change. The L855 workers currently in this area will be reassigned to work in Mid Central Zone.

It is the intent of the parties under this Agreement to fairly distribute new ASB work opportunities. It is not a guarantee to establish or maintain a ratio of UA Local 855 members to IBEW Local 94 members to perform new ASB work. It is also understood that expansion of work into new areas is dependent upon other factors including, but not limited to BPU approval and management's discretion as to the profitability of expanding. This agreement is not intended to change assignments of work within any of PSE&G's existing gas franchise territory.

Schedule D – Continued

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

S/A.S. Pezzulo

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

5/1/96

MOVE SUPPORT OPERATION TO ZONE

The parties recognize the Company's efforts to become more efficient which includes the centralization of support operations. As such, during negotiation of the Agreement effective May 1, 1996 the parties agreed to the following:

1. All existing employees in the classification of 9399 - Dispatcher, shall at some time after May 1, 1996 be located in the centralized dispatching District within their zone (Clifton - Northern Zone, Plainfield - Mid-Central Zone, Burlington - Southern Zone). This will require the transfer of Dispatchers working in non-centralized dispatching locations.
2. Dispatchers shall receive five days notice prior to being transferred to a new District. Transferred Dispatchers shall become employees of and carry their seniority date to their new District. Transfer of Dispatchers within each zone shall occur on the same day. All Dispatchers within the District may be off on vacation on the same date(s).
3. Existing employees in the classification of 9371 - General Clerk I/C currently working in the centralized dispatching District (Clifton - Northern Zone, Plainfield - Mid-Central

Schedule D – Continued

Zone, Burlington - Southern Zone) shall become employees of and carry their seniority to their new District.

4. Dispatchers and General Clerks I/C may perform work for any District.

5. After employees are transferred to their new location, Article V (h) shall apply if the Company requires any Dispatcher or General Clerk I/C to work in any other District.

6. Any Dispatcher or General Clerk I/C desiring to leave the Company rather than transfer to a new District shall be entitled to severance pay under Article VIII (e) of the Agreement.

7. The parties agree that discussion involving the centralization of administrative Clerks will occur after the completion of negotiations.

8. It is understood that treatment of this issue does not prejudice either party in their positions relative to clerical assignments to Appliance Service, Distribution, Dispatch or administrative duties.

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

5/1/02

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

CONCEPT:

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

Schedule D -- Continued

1. Job Security to the extent of no curtailment, no reclassification, as a result of direct vendor delivery concept, for existing Local 855 Service and Distribution 9380's, 9382's, (+ Trenton District's 9371 performing 9382 function) for the length of the Agreement. Attrition will be looked at on a case by case basis as needed. Intent is to capture attrition wherever possible.
2. Parts Distribution Center will be located in a Local 855 location (either Orange or Central Gas Plant). Final location will be determined by a joint committee including three Local 855 members.
3. Parts Distribution Center to be initially staffed with 2 full time permanent Local 855 employees in the classification of 9383 - Material Handler. Material Handler classification to consist of eight pay steps. Permanent employees will be supplemented by seasonal/temporary Local 855 workers during peak periods, in a new temporary classification 9384T - Material Packager.
4. Hours of work at the Parts Distribution Center shall be 11:30 a.m. to 8:00 p.m. with a half hour unpaid lunch period. Night premium will not apply.
5. The positions will be filled by posting the 9383 positions statewide, with selection in accordance with Article IV (a)(b)(e), (i.e. qualifications being equal, seniority in District, Region, State controlling). Existing 9380/9382's (Service or Distribution) initially filling these positions, shall retain their current rate of pay. Other bidding employees will be given consideration and starting pay rates shall be of the new classification and based on their related experience.
6. The new temporary 9384T - Material Packagers will work 8 hours per day, 40 hours per week from Monday to Friday, 11:30 a.m. to 8:00 p.m. with a 1/2 hour unpaid lunch. Their work hours will coincide with that of a 9383 - Material Handler. Temporary Material Packagers will be paid overtime

Schedule D – Continued

at 1-1/2 times their straight time rate for all hours worked in excess of 8 hours per day. Temporary Material Packagers will be hired for a limited period up to 9 months, between September 1 and May 31. The Company may discharge such employees and no grievance shall be raised by Union. Temporary Material Packagers will be required to join the Union within 30 days of employment and maintain membership in good standing with the Union with respect to payment of initiation fees and dues.

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

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

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

11/25/96

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

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

Staffing level of PDC not to exceed three (currently two) permanent 9383 - Material Handlers. Staffing level of 9384T –

Schedule D – Continued

Temporary Material Packagers, not to exceed that of the 9383 Material Handler classification. If approved, posting of additional 9383 - Material Handler to be filled in accordance with paragraph 5 of the May 1, 1996 Agreement. Hours of work to be 8:00-4:30 p.m. Hours of work of any additional 9384T - Temporary Material Packagers to be 11:30-8:00 p.m.

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

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

Vacancies at the PDC due to vacation, illness, etc. shall be filled by Orange District employees first utilizing the Storekeeper Assistant and then General Clerks. General Clerks shall be assigned and paid in accordance with the Schedule D Letter of Intent - Pay Treatment for General Clerks Performing Appliance Repair Parts Work. 9384T- Temporary

Schedule D – Continued

Material Packagers shall not be used to fill 9383 - Material Handler vacancies.

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

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

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

5/1/89

GENERAL CLERK

During negotiation of the Agreement, effective May 1, 1989, it was agreed that General Clerks would not be assigned to other than non-shift hours in the Dispatch function unless

Schedule D – Continued

they accept upgrade to General Clerk 1st Class to fill in for absent employees or are assigned on an overtime basis.

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

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

5/1/96

**PAY TREATMENT FOR GENERAL CLERKS
PERFORMING APPLIANCE REPAIR PARTS WORK**

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

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

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

Appliance repair parts work as defined in this agreement includes unpacking and checking material received from vendors and placing such material in employee's work bins or on stock shelves.

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

Schedule D - Continued

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

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

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

5/22/01

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

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

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

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

Schedule D – Continued

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

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

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

5/1/89

**STREET DEPARTMENT EMPLOYEES ASSISTING
THE SERVICE DEPARTMENT**

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

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

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

Schedule D – Continued

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

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

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

8. The Company will discontinue using Street Department employees in performing this work in any District where the Service Department workforce falls below the May 1, 1989 level and the Company states that it does not intend to fill vacancies.

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

7/20/65

USE OF CONTRACTORS

During negotiation of the Agreement between the Company and the Union to be effective July 1, 1965, the Company indicated that it intended to continue to hold the use of contractors to a minimum, consistent with the economical and efficient operation of the department and will continue the practices currently in effect.

S/C.D. James
S/George L. Bardol
S/J.C. Turbett

Schedule D - Continued

7/25/69

LEAK SURVEY WORK

If the Company hires leak survey equipment from an outside Contractor for Leak Survey work only, such equipment will be operated by Company employees. Vegetation survey work will be handled as at present.

S/W.K. Huggler
S/John C. Turbett
S/John J. Sheehan

5/1/96

**SEASONAL/TEMPORARY WORKFORCE
(DISTRIBUTION)
AND CONTRACTING OF WORK**

During negotiation of the Agreement effective May 1, 1996 the parties agreed after conclusion of the negotiations to enter a Mutual Gains discussion to address the use of a seasonal/temporary workforce and contractors performing main tie-ins. The Company agrees to continue its current practices until completion of the Mutual Gains negotiations.

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

5/1/96

**CROSSOVER WORK BETWEEN ELECTRIC AND
GAS PERSONNEL**

During negotiation of the agreements effective May 1, 1996, the parties agreed in principle to the concept of performing

Schedule D – Continued

crossover work i.e. IBEW represented employees performing certain work previously performed exclusively by members of Local 855 of the Public Utility Construction and Gas Appliance Workers, and Local 855 represented employees performing certain work previously performed exclusively by members of IBEW Local 94.

The crossover areas addressed include the performance of meter installation/replacement work, joint trenching, and markouts. A joint Company and Union Team made up of four Company and four Union designated representatives will begin meeting as soon as possible to develop the specifics surrounding each issue. It is understood that this team will make a good faith effort to reach completion by July 15, 1996. The following are the broad, conceptual understandings related to each issue:

Meter Installation/Replacement Work

One person will perform electric and gas reconnect and disconnect work, installation and maintenance work, including that associated with the Two-Way Customer Communication System, and age changes involving non-demand socket-type electric meters and same size gas meter installations (including swivels).

Joint Trenching

A crew of electric and gas personnel will perform joint trench work which includes all work associated with digging and backfilling the trench and installing the facilities (including gas, electric, telephone, cable and any other facilities). The crew make-up will be determined by the Company-Union Committee.

Markouts

One person will perform electric and gas markouts, as well as markouts for other companies. This work will be performed by IBEW Electric, IBEW Gas, and Local 855 represented personnel. It is not expected that the performance of this work

Schedule D – Continued

on a crossover basis will have a significant impact on the volume of this work presently performed by OPEIU represented employees.

Allocation of Work

All crossover work performed in combination electric and gas territory will be distributed 50/50 on an aggregate basis between employees represented by both Unions. On a quarterly basis, the Company and the Union will meet to discuss the data on hours allocated to crossover work.

In any Gas District or Electric Division where crossover work is performed, the Company will not utilize temporary workers, except summer employees, in Transmission and Distribution or contractors to perform that specific work in the agreed upon area. The use of temporary workers will be subject to negotiations outside of this letter.

After gaining experience with the success of crossover work, the parties agree to meet and discuss the application of crossover to other types of work, including inspection of facilities. There will be no layoff or curtailment during the term of the Agreement in a District or Division in any of the job classifications involved in this agreement as long as crossover practices are in effect.

S/R. F. Henrich
S/R. N. Turken

S/C.D. Wolfe
S/P. D. Ryan

7/29/77

INCUMBENT MECHANICS 1ST CLASS (9340)

During the 1977 negotiations, it was agreed to add one pay step to the job rate for 9320 Street Mechanic 1st Class which made the rate for the job equal to the 9340 Mechanic 1st Class job classification.

Schedule D – Continued

Incumbent employees in the 9340 Mechanic 1st Class job classification will not be reassigned to street crews because of this rate change. However, the Company will continue to assign the incumbents to street crews for reasons presently used.

S/C.W. Grevenitz
S/Patrick D. Ryan
S/James R. Seppi

Explanation of Revision: Letter of 6/25/75 revised to delete second, fifth and sixth paragraphs.

5/1/02

ENTRY LEVEL JOBS DRIVING

As the result of agreements between the parties it was agreed that the following would apply:

Employees in entry level jobs may drive passenger and small van type vehicles (6000 lb. gross weight maximum). This weight restriction does not apply to Service Apprentices operating service vans nor Utility Mechanic Apprentices holding a Commercial Driver's License (CDL).

Storeroom materials, normally delivered to jobs by higher rated employees, will continue to be delivered as at present.

Custodians (9365) will not pick up or deliver materials to or from the job site.

Explanation of Revision: Letter of 5/1/84 revised regarding vehicles that may be operated by Service Apprentices and Utility Mechanic Apprentices.

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

5/1/96

COMMERCIAL DRIVER'S LICENSE

During negotiation of the Agreement effective May 1, 1996 the parties agreed to the following:

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

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

1.) Obtain a physical/medical examination through their personal physician outside of normal work hours. The Company will reimburse the cost of the CDL required physical.

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

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

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

Schedule D – Continued

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

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

1/04/02

COMMERCIAL DRIVERS LICENSE (CDL)

The following understanding has been reached regarding the requirement for gas distribution employees to obtain a CDL "A" license and further delineates employer/employee responsibilities under the May 1, 1996 letter of the same title.

Existing and future employees entering the Utility Mechanic Apprentice classification shall be required to obtain a CDL "A" license within 12 months of entering the classification and on their own time. Employees who do not obtain the CDL "A" license within this time period shall be discontinued from the Company.

Employees already holding a CDL "A" license upon entering the Utility Mechanic Apprentice classification shall begin at the 2nd pay step of the classification. Employees entering the Utility Mechanic Apprentice classification without an "A" license shall progress to the 2nd pay step after obtaining the "A" license or after six months in the classification, whichever occurs sooner. Employees shall remain at the 2nd pay step until they have attained twelve months in the Utility Mechanic Apprentice classification and successfully completed their apprentice training.

Existing and future employees who obtain the license within 6 months of entering the classification, shall be reimbursed 100% of the cost for obtaining the license including all

Schedule D – Continued

necessary permit costs, fees, etc., and provided they utilize a Company sponsored training facility.

In addition to the centrally located CDL driver training facility at the Edison Training Center, the Company shall arrange for one training location north and one south of the Edison facility. Employees may elect to attend training at any of these facilities or an outside facility of their choice. Employees electing to utilize an outside training facility shall be reimbursed 80% of the cost for obtaining the license including all necessary permit costs, fees, etc.

All employees obtaining and holding a CDL may elect to receive the required medical evaluations from a Company physician at a Company designated location.

It is understood that an employee holding a valid CDL "A" license is not restricted from operating any Company vehicle.

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

04/10/02

**LETTER OF UNDERSTANDING AND COMMITMENT
BETWEEN
PSE&G & UA LOCAL 855
OPERATOR QUALIFICATION RULE**

The parties have met to discuss the Company's obligation under the Operator Qualification Rule promulgated by the Department of Transportation (DOT). In order to provide for a smooth implementation of the Company's compliance program, the following guidelines have been agreed to:

Communication meetings will be held with all effected employees so that they can be made aware of the Rule

Schedule D – Continued

and the covered tasks, along with our plan for compliance with the DOT's order.

With minor exceptions as discussed, employees hired prior to January 1, 1999 have initially been qualified under the work performance history provision of the Rule.

Employees hired after January 1, 1999 (along with the exceptions as referenced above), must be qualified on all appropriate tasks which have been identified for their classifications, by October 2002. To accomplish this, the parties have agreed to utilize a combination of the following qualifying methods:

- Field Observations of covered tasks performed on the job
- Observations during training
- Classroom qualification
- Observation during simulation

The Union accepts that qualification sessions may be performed at the Edison Training Center. The parties agree that MAST Associates will perform the qualifications.

The Company has reassured the union that no action would be taken against employees based solely upon the individuals performance during qualification sessions. Promotions, demotions, overtime, and employment decisions are based on an employees performance and/or ability to perform assigned work. The implementation of these sessions will not alter this practice. The Company does not anticipate problems arising from this need to qualify its workers , but is committed to discussing issues as they arise with the Union. The parties understand that the Company must make assignments, and conduct it's operations in accordance with this DOT regulation.

Schedule D – Continued

Once initial qualifications are completed, the Company will identify and discuss with L855 the necessary changes to apprentice programs to ensure that apprentices that graduate/pass the programs will be fully qualified to perform the tasks under this DOT Rule.

Future qualifications will be completed in accordance with the above referenced techniques, and in accordance with the Company's written plan as filed with the Board of Public Utilities.

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

10/9/02

DISTRIBUTION DEPARTMENT APPRENTICE PROGRAM

1. Three new classifications titled Utility Mechanic Apprentice (9322N), Utility Mechanic (9320N) and Street Inspector (9313N), have been established which replace and encompass several existing classifications.

2. Employees entering the Distribution Department Apprentice Program shall start as a Utility Mechanic Apprentice where they shall remain for a period of one year.

New and existing employees entering the Utility Mechanic Apprentice classification, with appropriate background and experience as determined by the hiring manager, may begin at the 2nd pay step. However, they shall remain at that step and also remain a Utility Mechanic Apprentice for one year.

Utility Mechanic Apprentices with twelve months service in the classification who successfully complete Sessions I and II training and possess a CDL type A license shall be promoted to the Utility Mechanic position.

Schedule D – Continued

The Company will discuss with each Utility Mechanic Apprentice and the Union Steward the apprentice's qualifications and the progress being made during each part (Sessions I & II) of the Apprentice Program.

The Apprentice Program shall consist of 11 equal pay steps over a five year period.

3. All current employees desiring to remain in their present classifications may do so. Employees hired or transferred after the date of this agreement shall start as a Utility Mechanic Apprentice and must progress to the Utility Mechanic classification.

4. Existing Street Mechanics 2/C shall receive progression credit in the Utility Mechanic classification for credited upgrade hours in the Street Mechanic 1/C classification.

5. The following classifications shall be eliminated once there are no employees remaining in these positions: 9313 Inspector-Street (Working), 9314 Leak Survey Inspector (Working), 9319 Street Mechanic 1/C - Welder, 9320 Street Mechanic 1/C, 9321 Street Mechanic 2/C, 9322 Street Helper (except for seasonal employees), 9323 Auto Driver 1/C, 9331 Machine Operator, 9340 Mechanic 1/C, 9341 Mechanic 2/C, 9342 Drip Pumper.

6. Utility Mechanic Apprentices and Utility Mechanics may perform any work for which they have been trained including operating any Company motor vehicle provided they possess the required license.

7. Utility Mechanics may perform all the duties of the current Street Mechanic 1/C classification. In addition, Duty #10 of the Street Mechanic classification shall be revised to exclude the terms "except air conditioners" and Duty #11 shall be revised to exclude the terms "up to a maximum of three feet."

8. Utility Mechanics may install meters and service regulators in residential and small industrial and commercial customer

Schedule D – Continued

premises defined as those requiring up to and including a 425 size meter. New meter installations will be left locked off.

9. Utility Mechanics may operate construction equipment such as directional boring equipment and trenching machines.

Trenching machines heavier than 5,000 pounds and boring equipment (beyond that presently being performed by a 9320 Street Mechanic I/C) shall first be operated by a Machine Operator, if available, and then by a Utility Mechanic. For operating a trenching machine over 5,000 lbs. or operating the above boring equipment, a Utility Mechanic shall receive one additional pay step.

10. Utility Mechanics shall perform markout work except that associated with PSE&G contractor jobs, and shall not be assigned to perform synergy markouts.

11. The Company shall not contract out the Meter & Regulator (M&R) work discussed in this letter. This M&R work shall be performed first by Appliance Service employees, if available, or by Distribution Department employees.

Prior to assigning M&R work to Distribution Department employees, the Company shall locally discuss circumstances and communicate its plans with the Union.

The Shop Steward and District Operations Manager and/or Senior Distribution Supervisor shall meet when required on the question of availability of Service Business personnel to do M&R work. If there is disagreement, the matter shall be discussed with the Area Chairperson and the Manager-Service Operations and/or Area Distribution Manager. If disagreement still exists, the matter shall be discussed between the Grievance Committee of the Union and the Director - Distribution Operations or Director - Appliance Service, or designees of the Company.

12. Street Inspectors (Working) (9313N), Leak Survey Inspector (Working) (9314), and Inspector - Street (Working) (9313), shall be excluded from performing the M&R work

Schedule D – Continued

discussed in this letter. Inspectors may, however, provide directive supervision to one Utility Mechanic performing M&R work.

13. The Company shall maintain a minimum of 54 Street Inspectors statewide and a minimum of five per District.

14. The Company shall maintain a minimum of either two Machine Operators or two Utility Mechanics receiving the Schedule "A" step under Footnote (7) in each district.

15. No Appliance Service employees shall be laid off as a result of Distribution Department employees performing M&R work.

NOTE: This letter replaces the Street Department Progressive Training letter dated 5/1/89.

Explanation of Revision: Letter dated 5/1/96 revised for paragraphs 2, 6, 11, and 13, and to reflect organizational changes within the Company.

S/A.S. Pezzulo

S/Robert H. Callahan

5/1/02

**GAS DISTRIBUTION HOME BASED REPORTING
AGREEMENT**

1) The intent of this program is to use Home Based Reporting (HBR) when practical in an effort to improve the competitiveness of Gas Distribution Operations. The parties will work together to identify optimum solutions to unforeseen problems that may arise. The Company and Union will meet monthly or at the request of either party to resolve such problems. Employee input through Company and Union representatives will be encouraged to ensure the HBR program works effectively and in accordance with the good faith intent of this Agreement.

Schedule D - Continued

2) The HBR program is voluntary. Only employees in the following classifications are eligible. 9313-Inspector-Street (Working), 9313N - Street Inspector (Working), and 9314 - Leak Survey Inspector (Working).

Employees volunteering for Home Based Reporting will receive one pay step above their existing rate when so assigned.

3) When HBR work opportunities are identified, they will be discussed with the Shop Steward and offered to the senior available person.

4) HBR work will initially include inspection, locate, and survey work as discussed between the parties. Expansion opportunities to include other types of work will be discussed between the parties prior to implementation.

5) Employees on HBR must arrive at their first work site at the beginning of their work period and will normally be paid until the end of the work period. HBR employees may leave their last work site up to 15 minutes prior to the end of their work period, if needed, but must remain within the District available for emergency work. Where an HBR employee is required to work overtime, they will be paid until the completion of their last job.

6) Employees on HBR may be required to report to headquarters at the start and end of any work period.

7) Assignments in high crime areas will be made with safety as a priority. Employees will be provided warnings or other assistance in high crime areas and if needed will double up or take other actions as necessary to ensure safety.

8) Employees will be permitted to utilize vehicles for transportation before and after work for Union meetings, incidentals along their commuting route, use of outside CHAMP facilities, and schooling which is compensated by PSE&G. The intent is to allow the use of the vehicle for these

Schedule D – Continued

purposes when it is not practical to return home for their personal vehicle.

9) Any Union representative who is eligible and participates will be permitted to travel to Headquarters as required to meet the responsibilities of the position. Such employees may not use their assigned vehicles for reporting to Newark level meetings (i.e. Negotiation Meetings, Third Step Grievance Meetings, or other designated full day meetings).

10) HBR employees who are REMOTE REPORTING FOR TRAINING may either receive the contractual allowance or use the Company vehicle.

11) Employees may be removed from the program for reasonable cause subject to the grievance procedure. Employees removed due to long term illness/injury or loss of license have the right to return to HBR when the next opportunity arises based upon their seniority.

12) Company commits to providing all communications on the Union bulletin board to all HBR employees.

13) The Company and Union will work together to address communications and humanities. Home Based Reporters will be afforded and receive the same rights and privileges as those who report to the District Headquarters.

14) The Chairman and/or Vice Chairman within each district will meet monthly as part of the local committee to discuss these or any other conditions of the program within the district.

15) Vehicle usage will not be taxed per current IRS guidelines for "special use" vehicles. In the event that the IRS rules change, the Company will offset the tax liability.

16) Home Based refers to the employees' primary residence. Use of Home Based Vehicles from any other residence would require discussion with the Company and the Union.

Schedule D – Continued

- 17) Standby procedures and pay will remain the same.
- 18) The Company and Union may discuss expansion to other classifications in the future.
- 19) HBR employees will be given a minimum of five (5) days notice prior to the end of an HBR assignment
- 20) In the even that a volunteer wishes to be removed from the program he or she must give five calendar days written notice. The Company will provide the form.
- 21) Any modifications to the program must be mutually agreed to and either the Company or the Union may terminate the program following 30 days written notice to the other party.
- 22) This agreement shall remain in effect subject to the provisions of paragraph 21.

Explanation of Revision: Letter dated May 1, 1996 revised for paragraphs 2 and 22.

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

5/1/96

REPORTING ON THE JOB

During negotiations, the Company and the Union agreed to include in the Agreement the following guideline dated September 1, 1994, when requiring employees to report on the job for work under Article V(h).

- 1.) Any District may utilize the remote reporting concept. Notification to the appropriate Chairperson or designee of the Union will take place prior to the solicitation of volunteers. If the Chairperson or designee are unavailable the local Shop Steward will be notified.

Schedule D - Continued

- 2.) The Company will provide five calendar days notice between the selection of employees who will remote report and the start of the job.
- 3.) Volunteers will be solicited by the classifications needed and the Company will determine the "Least Cost" volunteer. "Least Cost" is defined as the employee who lives closest to the job. The assignment based on "Least Cost" compensation will be offered to the volunteers by Seniority.
- 4.) If no one volunteers, the Company may force employees in the appropriate classifications by reverse seniority.
- 5.) The Company will coordinate all administrative items so that employees involved in remote reporting are afforded and receive the same rights and privileges as those who report to the District Headquarters.
- 6.) Either the Company or Union may request a meeting to discuss any problems which may arise.

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

5/1/02

ARTICLE III (d) PROCEDURE

The following procedure shall be followed when hours or consecutive days of work are required for non-shift employees other than 8:00 a.m. to 4:30 p.m., Monday to Friday. Other hours beyond a one-hour change (two hour change for Service Apprentices) or days of work will not be implemented until the following procedure is satisfied:

1. The District Operations Manager, Area Distribution Manager or designees will inform the Shop Steward that the Company is contemplating the need for other hours or days of

Schedule D – Continued

work for a non-shift employee. The District Operations Manager, Area Distribution Manager or designees will contact the appropriate Chairperson and establish a meeting as soon as possible to discuss the matter.

2. The meeting will take place with the appropriate Chairperson and the Shop Steward.

3. If local agreement is reached, the other hours or days will be confirmed in writing and implemented on a mutually acceptable date. If agreement is not immediately reached at this meeting, the Union will notify the Company of its position within ten (10) days after the meeting. If there is a local disagreement, the Company will establish a meeting between the Grievance Committee of the Union and the Vice President - Distribution or designees. The meeting date will be confirmed in writing by the Company.

4. The meeting will be held as soon as possible, but no later than twenty (20) days after the request, unless a later date is mutually acceptable. III (d) meetings may be held in conjunction with Third Step grievance meetings. If agreement is reached at this level, it will be confirmed in writing.

5. It is understood that when making assignments requiring a starting time of one hour or less before or after 8:00 a.m., the assignment shall be offered to the senior qualified employee in each classification or appropriate work group presently working 8:00 a.m. to 4:30 p.m. If the employee declines, the assignment will then be offered to the next most senior qualified employee, and so on, until an employee accepts. However, if no one accepts, the assignment shall be made by reverse seniority (junior employee first).

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

Schedule D - Continued

Explanation of Revision: Letter dated 5/1/96 revised to reflect organizational changes within the Company and to add paragraph 5 that was formerly a standalone letter (dated 6/8/84). This revision merges letters of the same subject and is not meant to alter their intent or application.

10/10/02

**NON-SHIFT EMPLOYEES
CHANGE FROM NORMAL WORK DAY HOURS
ARTICLES III(d) AND V(n)**

This confirms that under Article III(d), when non-shift employees begin their regular workday before or after 8:00 a.m. their meal period shall be adjusted by an equal amount of time. The intent to provide a one-half hour lunch period after four hours of work is unchanged. If desired, and agreed to by local management, such employees may also be scheduled to take their lunch period during the customary meal period of 12 noon and 1:00 p.m. Such meal periods shall be granted operating conditions permitting.

This also confirms that when non-shift employees begin their regular workday before or after 8:00 a.m. the rest period defined under Article V(n) shall be adjusted by an equal amount of time. For example, an employee working 7:00 a.m. to 3:30 p.m. would be entitled to a rest period if also required to work between 11:00 p.m. that evening and 4:00 a.m. The rest period would be equal to the number of hours worked between 11:00 p.m. and 4:00 a.m. and shall be taken between 7:00 a.m. and 3:30 p.m. the same day.

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

5/01/02

VOLUNTEERING FOR OVERTIME

Schedule D - Continued

This confirms discussion of the above at a meeting held in Edison on November 15, 2000.

The Parties agreed to the following procedures for voluntary overtime to perform markouts, Street Leader work and to operate trenching machines heavier than 5000 lbs. The procedures are as follows:

- 1) In the event, that opportunity exists for overtime in any classification, that classification will be afforded the first opportunity to work the overtime.
- 2) In the event that there are no volunteers for overtime in that classification then the opportunity for overtime will be afforded to individuals qualified to perform the work and have the lowest amount of overtime hours on the Overtime List.
- 3) In the event, that there are no volunteers at all, then the employee in the classification where the overtime opportunity exists, with the lowest amount of overtime hours will be forced to perform the work.
- 4) In the event, that a Utility Mechanic (9320N), assigned to mark outs and at the close of the day has remaining jobs, that Utility Mechanic (9320N) will be afforded the opportunity to continue the job on an overtime basis, provided the continuation of the job does not exceed two hours and before overtime meal money is involved. Overtime required longer than the aforementioned will be offered to the Street Inspector classification and the above procedure will be followed.
- 5) This procedure does not apply to emergency callout overtime opportunities. In these cases, only employees in the classification where the overtime opportunity exists, with the lowest amount of overtime hours will be solicited, or (in the case of no volunteers) will be forced to perform the work.

Schedule D - Continued

It is understood, that the Company will endeavor to offer training to all employees who have yet to receive the proper training in their classification.

This Agreement shall remain in effect indefinitely. Either the Company or Local 855 may terminate this agreement with 30 days written notice to the other party.

It is the intention of the Parties to work together to implement this Agreement and to resolve any unforeseen problems.

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

Explanation of Revision: Letter dated December 4, 2000 revised to reflect indefinite effective period.

6/22/01

ADJUNCT INSTRUCTORS - GAS DISTRIBUTION

This letter confirms that the parties have agreed to select qualified, temporary Adjunct Instructors from Gas Distribution's and Gas Plant locations' job classifications to supplement the Edison Training and Development Center staff. It is agreed that the instructors shall be highly skilled at performing and/or operating a backhoe, mark-outs, UST's, welding, plastic fusion, and utility work. They will develop training materials and provide instruction within their area(s) of expertise. They may provide this training at field locations or at any one of the Company's training facilities.

Interest postings shall be utilized to seek qualified candidates willing to perform this work.

Management will select the bargaining unit instructor(s) based upon current needs from the list of those that respond to the interest posting(s). The instructors selected may be returned to their field locations for normal work on an as needed basis.

Schedule D – Continued

While acting in the capacity of an Adjunct Instructor, L855 members will receive an additional pay step equal to sixty cents per hour above their normal rate. The instructor shall also receive the appropriate travel allowance in accordance with the Collective Bargaining Agreement.

The parties also agree to review the U.A. International welding training programs, and to explore the possibilities of partnering in some way with the U.A. International for future welding training.

U. A. Local 855 agrees to have their Adjunct Instructors train IBEW Local 94 and U.A. Local 855 employees. In addition they agree to receive training from IBEW Local 94 Adjunct Instructors.

This Agreement will be effective on the date of signing. It is the intention of the parties to work together to implement this Agreement and to resolve any unforeseen problems.

Guidelines for the Adjunct Instructor Selection Process

1. An interest posting for temporary Adjunct Instructors will be posted in all Gas Distribution Districts and Gas Plant locations.
2. Typical assignments for the Adjunct Instructors will be determined by the needs of the business. Selected employees will be given training assignments on an as needed basis and will not be given an assignment less than one week. Exceptions to this will be for training courses offered at the field locations. A field location course may be for duration of one day or a few hours. In the latter case, the Adjunct Instructor will be paid, as per the Agreement, the full eight hours.

Schedule D – Continued

3. A team will conduct the interview process for the selection of temporary Adjunct Instructors consisting of three (3) MAST employees and two (2) Union employees.

4. Final selection for the qualified employee will be a management decision.

5. Any problems and/or concerns an Adjunct Instructor may have can be brought to the attention of the Industrial Relations Manager and Local 855 Business Manager.

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

5/1/96

PAY TREATMENT FOR PERFORMING HAZWOPPER WORK

This is to confirm that during negotiation of the Agreement effective May 1, 1996 it was agreed to add to Schedule "A" of the Agreement the following footnote:

Volunteers will receive one pay step above his/her individual rate when assigned to perform hazwopper work.

Hazwopper work is defined as work in areas requiring the handling of hazardous/contaminated materials identified by the appropriate State and/or Federal agencies requiring the usage of additional personal protective clothing and equipment to prevent contamination.

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

Schedule D - Continued

10/09/02

**STREET INSPECTOR (PLANNER) POSITION
GAS DISTRIBUTION DEPARTMENT**

The Company and U.A. Local 855 have reached agreement to establish a new position, 9313P Street Inspector (Planner). This agreement was reached in a mutual gains fashion and provides for job duties as follows:

9313P Street Inspector (Planner) possesses the experience and qualifications to be a supervisor and serves as such upon occasion when the work warrants it; to safeguard mains and services where they are exposed or endangered by contracting work; to oversee others performing synergy markout work; and possesses general qualifications for street work.

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

This position will perform all other Street Inspector Duties when assigned and will be considered part of the 9313 Street Inspector Position.

The 9313P will be a non-home based reporting position.

The Company will determine the required number of Street Inspector (Planner) positions for each district. The Company will post for these positions at each district.

S/ A. S. Pezzulo

5/18/98

**GARAGE PROGRESSIVE TRAINING AND
EVALUATION PROGRAM
AUTO TECHNICIAN 2ND CLASS TO AUTO
TECHNICIAN 1ST CLASS**

The following program shall be used in the Garage for the purpose of training and testing Auto Technicians 2nd Class. It is designed to improve performance, increase incentive and provide automatic promotion from Auto Technician 2nd Class to Auto Technician 1st Class. Auto Servicers may also volunteer to receive this training.

In order for employees, other than incumbent Auto Technicians 2nd Class, to be eligible for this Program they must possess the following minimum qualifications:

- a) Satisfactorily pass the hiring tests.
- b) Possess a Driver's License valid in the State of New Jersey.

There will be no automatic promotion from Auto Servicer to Auto Technician 2nd Class. Employees shall advance to Auto Technician 2nd Class through the regular bidding procedure.

In order for employees to qualify for automatic promotion from Auto Technician 2nd Class to Auto Technician 1st Class they must meet the following qualifications:

1. Their overall job performance as Auto Technician 2nd Class must be satisfactory.
2. They must successfully demonstrate their mechanical ability through hands-on testing.
3. They must successfully pass the written tests.

Written tests and demonstrations of the training covered shall be taken by the Auto Technician 2nd Class at prescribed

Schedule D – Continued

intervals which, along with the evaluation of mechanical ability shall determine the employee's eligibility to continue in the Program. The written tests will be pass-fail tests. The passing grade on any written test will be 70%. The 70% grade shall be determined by averaging the employee's scores on all modules first within the introductory training segment and then within the advanced training segment.

Introductory automotive training and testing will be given during the probationary period of the Auto Technician 2nd Class. Individuals who fail to successfully complete this part of the Program will be returned to the classification from which they came. Advanced training and testing will be given to employees who successfully complete the introductory training.

If an Auto Technician 2nd Class successfully meets qualifications 1 to 3 above, the individual shall be automatically promoted to Auto Technician 1st Class after completion of six months at the top step of the Auto Technician 2nd Class classification.

If an employee in the job classification of Auto Technician 2nd Class fails to qualify during advanced training the employee will be retrained and retested. If employees fail the second time they will not be retested unless it can be demonstrated that definite steps toward self-improvement, such as successful completion of appropriate outside educational courses, have been taken.

If the normal complement of the Auto Technician 2nd Class group is filled with employees who are not qualified to advance, one or more of the junior Auto Technician 2nd Class employees who do not qualify may be returned to the classification from which they came to give others the opportunity to qualify for advancement.

Schedule D – Continued

All incumbent employees in the Auto Technician 2nd Class classification must satisfactorily pass the training and testing program in order to advance.

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

Explanation of Revision: Letter dated 5/1/96 revised to reflect change in testing to several modules and the determination of a passing grade.

10/10/02

GUIDELINES FOR UPGRADING EMPLOYEES

1. If it is known at the beginning of a regular work day that there will be necessity for upgrade during the day, the employee will be upgraded for the full day.

Exceptions to this rule would be made when the upgrade is to be for a known length of time such as to fill in for an employee's absence due to rest time, meetings, or personal business. Under these circumstances upgrade time would be to the next higher whole hour or for four hours in the case of a Supervisory Conference meeting.

2. In all other situations during the regular daily work period, upgrade time will be for the full day if upgraded before the first four hours of work are completed. If it is necessary to upgrade employees after the first four hours of their regular work day, the employees will be upgraded for four hours except if replacing employees who leave the job because of sickness then the upgrade will be for the actual time worked.

3. If the upgraded employee works beyond the regular hours of work on work of the employee's own or a lower classification, the upgrade will terminate at the end of the regular work day and the employee will be paid overtime based on the rate of the employee's regular classification.

Schedule D - Continued

4. During overtime periods upgrade will be only for the actual hours worked on the higher job, except that if employees are upgraded on a callout they will be paid at the upgraded rate for the minimum callout period.

5. When the upgrade is expected to be greater than three (3) work days, the Company will endeavor to upgrade the senior qualified employee. However, this is not intended to change practices presently in effect. Upgrades to 9300S and 9310S shall be rotated among a minimum of three senior qualified volunteers.

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

Explanation of Revision: Letter dated 7/14/67 revised to add new #5 covering upgrading of senior qualified employees. Letter dated May 1, 1996 revised to delete 9313S from item #5.

7/19/63

MEAL MONEY PAYMENTS

The following instructions concerning meal money payments to "standby" and "callout" employees have been sent to our field locations:

MEAL MONEY FOR "STANDBY" AND "CALL-OUT" EMPLOYEES

Question: Is there any difference between "standby" and "callout" employees when determining meal money payments?

Answer: No. For meal money purposes, the same methods are used.

Schedule D – Continued

MEAL MONEY ON CALLOUT DURING MEAL PERIOD

Question: Is an employee entitled to a meal money payment if called out for immediate work during one of the scheduled meal periods as listed in Article V, Section (i) 5?

Answer: Yes. If an employee is called out and time starts during one of the scheduled meal periods, the employee is entitled to a meal money payment.

S/C.D. James

7/14/67

CLARIFICATION OF ARTICLE V(o)

During negotiation of the Agreement between the parties effective May 2, 1967, it was agreed that the following would apply:

It is the Company's position that supervisory employees conform to the language and spirit of the Agreement between the parties as expressed in Article V(o).

It is not the intention that a Supervisor routinely perform the duties of a storekeeper, dispatcher, clerk, or any other job normally performed by bargaining unit personnel except where it is necessary in the fulfillment of the supervisor's own supervisory responsibilities, in emergencies, or in giving occasional assistance.

S/W.K. Huggler

S/John C. Turbett
S/John J. Sheehan

5/1/96

JOB SECURITY

Schedule D - Continued

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

It is understood that the implementation of this policy may require transferring such employees to different job classifications and/or to different Regions (see Schedule D - Definition of Regions) or Districts.

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

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

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

Explanation of Revision: Letter dated 5/1/92 revised to add last paragraph.

5/1/02

REMOTE REPORTING FOR TRAINING

During negotiation of the Agreement it was agreed to assign employees to remote report for training.

When so assigned, employees will report directly for the training sessions. The courses shall begin at 8:00 a.m. and conclude at 3:30 p.m., allowing for 30 minutes of travel at the beginning and at the end of the basic workday.

Schedule D – Continued

The below allowances were negotiated by the parties. Employees shall receive an allowance for each round trip as follows:

From:	To Edison	To Springfield	To Newark	To Burlington	To Clifton	To Oradell	To Plainfield
New Bruns.	\$15.81	\$17.15	\$17.15	--	---	---	\$15.81
Plainfield	\$15.81	\$15.81	\$17.15	--	---	---	---
Sayreville	\$15.81	\$17.15	\$17.15	--	---	---	\$17.15
Clifton	\$17.15	\$17.15	\$17.15	--	---	\$15.81	\$17.15
Orange	\$17.15	\$17.15	\$15.81	--	\$15.81	---	\$17.15
Trenton	\$23.89	\$33.38	\$33.38	\$17.15	---	---	\$33.14
Burlington	\$23.89	\$33.38	\$33.38	--	---	---	\$33.14
Audubon	\$33.38	\$34.23	\$34.23	\$17.15	---	---	\$34.23
Oradell	\$23.89	\$23.89	\$23.89	--	\$15.81	---	\$23.89
Oakland	\$33.38	\$23.89	\$23.89	--	\$15.81	\$15.81	\$34.23

GENERAL USE OF PERSONAL AUTOMOBILES FOR COMPANY BUSINESS \$/MILE = IRS LIMIT

In addition to the above allowances, reimbursement will be made for highway tolls and parking fees, when Company facilities are not available, upon presentation of a receipt.

Other Company locations may be added, if the need arises, and travel allowances will be established by the Company at rates similar to the above schedule.

Travel allowances to other than Company locations will be established through discussion between the Company and Union.

Explanation of Revision: Revised to reflect allowances in effect 5/1/02 – 4/30/05.

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

Schedule D – Continued

5/1/96

ORGANIZATIONAL CHANGES

During negotiation of the Agreement between the parties, effective May 1, 1996, it was agreed to make changes in the contract language as a result of the reorganization of the Gas Business Unit to the Gas Distribution Business and Appliance Service Business.

Should any dispute arise regarding these changes, with the exception of Articles IV(a), IV(k) and VIII(d), the contract language in the Agreement dated May 1, 1987 shall prevail.

Explanation of Revision: Letter dated 5/1/92 revised to reflect reorganization of the GBU to the Gas Distribution and Appliance Service Businesses.

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

5/1/96

DEFINITIONS OF REGIONS

During negotiation of the Agreement between the parties, effective May 1, 1996, it was agreed that the Regions referred to in this Agreement are recognized as follows:

Southern

Audubon, Burlington, and Trenton Districts;

Mid-Central

New Brunswick, Orange and Plainfield Districts;

Northern

Oradell, Clifton and Oakland Districts.

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

Schedule D - Continued

Explanation of Revision: Letter dated 5/1/92 revised to reflect current organization.

6/12/01

SAFETY FOOTWEAR

The Company will reimburse the cost of safety shoes, up to \$75 (\$80 effective May 1, 2003), for all employees who are required by local management to individually purchase specific safety footwear. However, the Company will increase the general allotment for the safety footwear program for all employees as follows:

	<u>Eff. 5/01/02</u>	<u>Eff. 5/01/03</u>
For oxford type	\$29	\$34
For 6" and under 8"	\$35	\$40
For 8" and above	\$47	\$52

S/A.S. Pezzulo

S/Robert H. Callahan

5/1/96

**ELECTRONIC FUNDS TRANSFER/MAILING OF
PAYCHECKS
AND PETTY CASH REIMBURSEMENTS**

During negotiation of the Agreement effective May 1, 1996 it was agreed that all employees, at their option, shall be paid by means of electronic funds transfer or by receiving their paycheck by mail. As soon as possible after May 1, 1996, petty cash reimbursements will be included with the paycheck. Reimbursements submitted by Friday of a given pay period will be included in the paycheck for that period. If, due to Company error, payment is not made as stated above, the

Schedule D - Continued

Company will reimburse the employee on the day the check was received or on the next following workday.

In addition, if due to Company error, employees do not receive full regular pay (including overtime and other premiums), the Company will reimburse the employee no later than the second following workday after the employee discloses the error. This does not apply to amounts under \$50.00 which will be reimbursed in the paycheck for the pay period in which the error was reported.

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

5/1/02

COFFEE BREAK

1. Employees shall be entitled to a fifteen minute coffee break to be taken at the job site or in their assigned vehicle.

2. Employees shall receive \$1.50 per work day towards the purchase of coffee.

Explanation of Revision: Letter of May 1, 1996 revised to delete item 3.

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

5/1/96

EMPLOYEE INDOCTRINATION

During negotiation of the Agreement effective May 1, 1996, the parties agreed after the conclusion of negotiations to work together with the Gas training staff to include the Union in the role of new employee Indoctration.

Schedule D – Continued

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

3/01/00

SAFETY AND L855

In order to ensure L855's active participation in the safety program, the following procedure for appointing members onto safety councils will be followed by all parties involved at L855 represented locations.

This procedure will also be adhered to when it becomes necessary to remove members from the councils:

For placing members onto the safety councils, the Company and L855 have agreed to select members only after discussion and agreement between the local manager and Union Steward. Disagreements will be forwarded to the Business Manager of L855, and the Company's Industrial Relations Manager for final resolution.

When either the Company or the Union feel that it may be necessary to remove a council member (mid-term), discussions will be held locally between the Manager and Union Steward. If agreement cannot be reached, as to the appropriate actions to be taken, then the matter shall be referred to the Business Manager of L855 and the Industrial Relations Manager for final resolution. Both parties agree not to exercise this option in an arbitrary and/or capricious manner.

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

4/12/00

STORM PLANS

The following Agreement has been reached between the Company and L855:

In the event of an emergency or storm, the Company agrees to fully utilize (exhaust) all available L855 resources prior to using other resources.

We agree to meet to discuss and formulate more detailed emergency preparedness plans.

In the event of an emergency, prior to taking action or at the *soonest practical time*, we will *contact the Business Manager* of L855 to discuss next steps.

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

4/08/02

RETURN TO WORK EXAM TRANSPORTATION

This confirms our understanding regarding employees subject to a return to work exam following an illness or injury.

At management's discretion, employees may be provided with a Company vehicle to transport themselves to a designated Company medical facility for the exam. The employee may be required to first report to a Company work location to obtain the vehicle. Employees may also be required to provide their own transportation.

Consistent with Article V(h) employees shall be paid for traveling time plus the cost of transportation that exceeds their normal cost and time to travel to their usual working place. Employees not required to depart for the exam appointment before their normal departure time, and those traveling to/from

Schedule D – Continued

their exam exclusively during regular work hours, shall not be paid for travel time in excess of their normal commute time.

Costs to be reimbursed shall include tolls, parking, and mileage at the IRS rate for personal vehicle miles driven (in excess of the normal commute), public transportation costs, and other reasonable costs.

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

5/01/02

DELETION AND INCORPORATION OF CERTAIN LETTERS

Following agreement to extend the existing Agreement through April 30, 2005, it was also agreed to delete certain letters from the Agreement. However, the deleted letters shall remain in effect for the term of the Agreement and the sole purpose for their deletion is to streamline the Agreement and not to alter the intent. The following letters of agreement have been deleted.

- | <u>Date</u> | <u>Subject</u> |
|-------------|---|
| • 07/20/65 | Work in Metering Stations |
| • 05/01/82 | Payroll Week |
| • 05/01/89 | Work in Natural Gas Metering Stations |
| • 05/01/96 | Service Credit for Employees Who Were Laid-Off and Subsequently Rehired |
| • 05/01/96 | Employee Payback of Transition Advances |

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

INDEX

Item	Article and Section	Page
A		
Ability, Basis for Promotion	IV (b)	12
Absence,		
Leave of	VII (k)	28
Leave of, for Union Business.....	VII (g) (h)	26
Adjunct Instructors		
Appliance Service.....	Schedule D	98
Gas Distribution.....	Schedule D	153
Agreement,		
Entire contract written.....	XI (a)	39
Individual, covenant against	II (f)	4
Notice to amend.....	XI (b)	39
Termination and Renewal	XI (b)	39
Amendment, of Agreement.....	XI (b)	39
Arbitration	IX (b)	37
Waiver of	IX (d)	38
Article III(d) Procedure.....	Schedule D	149
Assignment,		
To higher classification, rate.....	V (m) (p)	20,21
To lower classification, rate	V (m)	20
To lower classification because of partial incapacity, rate for	VIII (d)	31
B		
Bargaining Unit	I (b)	1
Bulletin Boards	II (e)	4
Business, Company-Union, Time		
Off for	VII (g) (h)	26,27

Item	Article and Section	Page
C		
Call-Out	V (d) (e)	16,17
Cashing Pay Checks.....	VI (k)	24
Certification, of Union.....	I (a)	1
Change in Schedule	V (c)	16
Check Off of Union Dues	II (c)	3,4
Coercion, Agreement against.....	II (b)	3
Coffee Break.....	Schedule D	166
Commercial Driver's License.....	Schedule D	138,139
Company, Management of.....	II (a)	3
Contractors,		
Entire job	X (c)	39
Partial job	X (a) (b)	39
Use of	Schedule D	133
Crossover Work Between Elec & Gas	Schedule D	134
Curtailment.....	IV (h)	14
Job Security	Schedule D	161
To General Clerk	Schedule D	129
Custodians, Work of.....	V (t)	22

D		
Death,		
In Family, Time off for	VII (i)	28
of Employee.....	VII (f)	26
Deletion & Incorporation of Certain Letters		
.....	Schedule D	169
Demotion,		
Conference with Union about	IV (g)	13
Right to	II (a)	3
Discharge,		
Cause	IV (f)	13
Grievance, Time to File	IX (d)	38
Wrongful	IV (f)	13
Discrimination, Agreement		
Against	II (b)	3
Privileges Accorded.....	V (v)	22

Item	Article and Section	Page
Distribution Department		
Apprentice Program.....	Schedule D	142
Dues, Union, Tender of.....	II (c)	3
Dues, Collection of Union	II (c)	3

E

Employee,		
Defined	I (e)	2
Non-Shift	III (a) (d)	5,7
Probationary Period	I (d)	2
Scheduled	III (a) (c)	5,6
Work of	Schedule D	99
Shift	III (a) (b)	5,6
Temporary, Defined.....	I (d)	2
Partially Incapacitated, Rate for	VIII (d)	32
Employment Qualifications		
Appliance Service	Schedule D	89
Employee Benefits Plan,		
Defined	VIII (a)	29
Eligibility	I (d)	2
Entering Jobs	IV (a)	11
Driving	Schedule D	137
Equipment,		
Storage of	V (g)	18

F

Family, Defined	VII (i)	28
Funeral, Time off for	VII (i)	28

Item	Article and Section	Page
G		
Gas, Live, Work on.....	V (r)	21
Grievance, Committee, Pay for.....	IX (c)	37
Definition of.....	IX (a)	35
Steps	IX (a)	35

H		
Hazards, Performance of Work.....	V (q)	21
Hazwopper Work		
Appliance Service.....	Schedule D	131
Gas Distribution.....	Schedule D	155
Hire, Right to.....	II (a)	3
Holidays,		
During Vacations.....	VII (d)	26
Floating	III (g)	8
Named	III (g)	8
Pay for Work on.....	III (g)	8
On First Day off.....	III (e)	8
On Second Day off.....	III (e)	8
Holiday Work, Distribution of.....	III (h)	10
Home Based Reporting		
Appliance Service	Schedule D	102
Distribution Department	Schedule D	145
Hospitalization.....	VIII (f)	34
HVAC Work at Company Facilities	Schedule D	106

I		
Incapacitated Employees, Partially,		
Rate for	VIII (d)	31
Inclement Weather.....	V (l)	20

Item	Article and Section	Page
Increase, Wage.....	VI (a)	23
Incumbent Mechanics 1st Class.....	Schedule D	136
Indemnification.....	II (h)	5
Interference, Agreement Against.....	II (b)	3

J

Job Descriptions.....	Schedule C	60
Job Security.....	Schedule D	161
Job Standards, Reasonable Opportunity to Meet.....	IV (c)	12
Job Vacancy, Application for.....	IV (e)	13
Posting of.....	IV (e)	13
Jury Duty.....	VII (j)	28

L

Lay-Off, For Lack of Work.....	IV (f) (m)	13,15
Recall From.....	IV (j) (k)	15
Right to.....	II (a)	3
Seniority as Basis.....	IV (h)	14
Shop Steward Seniority.....	IV (h)	14
Leak Survey Work.....	Schedule D	134
Leave of Absence.....	VII (k)	28
Union Business.....	VII (g) (h)	26,27
Return from.....	IV (l)	15
Letters of Intent.....	Schedule D	85
Live Gas.....	V (r)	21

M

Maintenance of Union Membership.....	II (c)	3
Management, Prerogatives of.....	II (a)	3

Item	Article and Section	Page
Marriage, Time off for	VII (i)	28
Meals,		
Arrangements for	V (j) (k)	19,20
Payment for	Schedule D	160
Period, Non-Shift Employees	III (d)	7
Overtime, Payment for	V (i)	18
Working Through Period	III (d)	7
Medical - Surgical	VIII (f)	34
Membership, In Union,		
Maintenance of	II (c)	3
Military Service	VIII (a) (b)	29,31

N

Night Premium	III (j)	10
No Strike or Lockout	II (g)	5
Notice of Schedule Change	V (c)	16

O

Operator Qualification Rule (DOT)	Schedule D	140
Opportunity, Reasonable, to Meet		
Job Standards	IV (c)	12
Outside Contractors	X	38
Outside Territory Appliance Work	Schedule D	115
Electric Only Territory	Schedule D	122
White Goods	Schedule D	115
Decentralization of White Goods	Schedule D	119
Transfer of Outside Territory Personnel	Schedule D	117
Overtime Availability List		
Service Department	Schedule D	101
Overtime,		
Rate for	III (e)	8
Distribution of	III (h)	10
Volunteering for	Schedule D	151

Item	Article and Section	Page
P		
Partially Incapacitated Employees		
Statement of Policy.....	VIII (d)	31
Parts Distribution Center.....	Schedule D	125
Pension	VIII (a)	29
Posting of Job Vacancies	IV (e)	13
Posting Procedure (Entry		
Level Vacancy).....	IV (a)2	11
Premium, Shift or Night.....	III (j)	10
Pre-Scheduled Work	V (x)	22
Probationary Period	I (d)	2
on Transfer, Promotion	IV (d)	12
Progressions, Wage.....	VI (j)	24
Promotion,		
Basis for	IV (a)1	11
Conference with Union on	IV (g)	13

Q

Qualifications,		
Basis for Promotions.....	IV (b)	12
Failure to Meet.....	IV (d)	12

R

Rain, or Snow, work in	V (l)	20
Raincoats	V (g)	18
Rates, Wage	Schedule A	42
Reasonable Opportunity, to Meet Job		
Standards	IV (c)	12
Recall, Right to	IV (j) (k)	15
Regions, Definition of.....	Schedule D	164
Remote Reporting for Training.....	Schedule D	162

Item	Article and Section	Page
Reporting on the Job (Remote Reporting).....	Schedule D	148
Representation, Union	I (a)	1
Warranty of.....	I (f)	2
Rest Period.....	V (n)	20
Retirement	VIII (a)	29
Ret. to Work Exam Transportation	Schedule D	168

S

Safety Council, Members on.....	Schedule D	167
Safety Footwear.....	Schedule D	165
Safety Glasses.....	V (w)	22
Safety Rules.....	V (a) (b)	16
Schedule "A" Pay Rates.....	Schedule A	42
Schedule, Change of	V (c)	16
of Non-Shift Employees	III (d)	7
	Schedule D	149,151
Scheduled Employees, Change of Schedule	III (c)	6
Assignment.....	Schedule D	99
Scheduled Work Periods Intervals between	V (c) 2	16
Schedules, Winter and Summer	III (c)	6
Seniority, as Basis for Promotion.....	IV (a)	11
Defined	IV	10
Date of Commencement of	VIII (c)	31
Lists	IV (i)	15
for Vacation Selection.....	VII (b)	25
Service Apprentice Program.....	Schedule D	89
Service App. Training & Test-Out.....	Schedule D	90
Severance Pay.....	VIII (e)	33
Shift Employee	III (a) (b)	5,6
Shift Employees, Sunday work.....	III (f)	8

Item	Article and Section	Page
Shift Premium.....	III (j)	10
Snow, or Rain, Work in	V (l)	20
Stand-by	V (f)	17
Storm Plans.....	Schedule D	168
Subterfuge, Agreement Against.....	II (d)	4
Supervisors, Work by	V (o)	21
Suspend, Right to.....	II (a)	3

T

Temporary Employees, Defined	I (d)	2
Time-Off, With Pay,		
Death in Family	VII (i)	28
for Marriage.....	VII (i)	28
Tools and Equipment, Storage of.....	V (g)	18
Training, Job.....	IV (d)	12
Training and Evaluation Programs		
Garage	Schedule D	157
Transfer, Conference with		
Union on	IV (g)	13
Right to	II (a)	3
Transportation, to Work.....	V (h)	18
Tuition Aid	VIII (g)	34

U

Union Security.....	II (c)	3
Union Shop.....	II (c)	3
Unit, Bargaining	I (b) (g)	1,2
Upgrading	V (p)	21
Upgrading Guidelines	Schedule D	159

Item	Article and Section	Page
V		
Vacancy,		
Application for.....	IV (e)	13
Filling of	IV (e)	13
Posting of	IV (e)	13
Vacation,		
Allowances	VII (a)	24
Holiday, During	VII (d)	26
Accrual	VII (a)	24
Death in Family	VII (i)	28
Death of Employee	VII (f)	26
Rate of Pay for	VII (c)	26
Reschedule When Hospitalized.....	VII (a)	24
Schedules	VII (e)	26
Verbal Agreements, Banned	XI (a)	39

W		
Wages,		
Increase in.....	VI	23
Progression	VI (j)	24
Rates	Schedule A	42
Weather, Inclement.....	V (l)	20
Winter Schedules	III (c)	6
Work,		
By Supervisors.....	V (o)	21
Day and Week,		
Non-Shift Employees.....	III (d)	7
Shift Employees.....	III (b)	6
Emergency	V(l)	20
Holiday, Distribution	III (h)	10
In Inclement Weather.....	V (l)	20
Outside District.....	IV (k)	15
Schedules for	III (c)	6
To Outside Contractors	X (c) (d)	39

Item	Article and Section	Page
Work Assignments		
Scheduled Employees	Schedule D	99
Working Force, Direction of	II (a)	3
Working Rules, Inconsistent with Agreement	V (u)	22