

Brother's and Sister's,

Approximately 3 weeks ago the Company approached all the Unions on PSEG property, to see if there was an interest in a contract extension, for wages only, no changes to our existing contract, but to include an agreement for additional time off for employees with less than two (2) years service, to comply with the Earned Sick Leave Law.

The Unions agreed to meet, with the understanding that if we did not achieve an acceptable wage increase for our members, there would be no agreement.

After 5 meetings, we reached the company's last, best, final offer for wages, and an agreement on the NJ Earned Sick Leave that would provide 40 hours of paid time off for employees with less than 2 years service.

**WAGE INCREASE:**

Effective 1-1-21 2.75%

Effective 5-1-22 2.75%

We were able to negotiate the wage increase to 1-1-21, instead of the expiration date of 5-1-21. By moving the raise up 4 months early, it represents an additional .9%

$2.75\% \text{ divided by } 12 \text{ months} = .22\%$

$.22\% \times 4 \text{ months} = .9\%$

Adding the .9% to 2.75% = 3.66% in year one, and 2.75% in year two (2), for a total of 6.4% over the two year agreement.

The IBEW Utility average in the 3<sup>rd</sup> District (NJ, NY, PA, DE) is 2.7%.

This agreement provides for 6.4% over 2 years, or 3.2% average per year.

In addition, full time employees with less than 2 years service, who do not accrue 40 hours of paid time off, per calendar year (Vacation, Floating Holidays), shall be provided additional paid time off to meet 40 hours.

For all the reasons cited above, your negotiating committee recommends an ACCEPT for this 2 year agreement.

Voting will take place on Thursday, October 22<sup>nd</sup> at the location and times posted at your work location.



**MEMORANDUM OF AGREEMENT BETWEEN PUBLIC SERVICE ELECTRIC AND GAS COMPANY, PSEG POWER LLC, AND PSEG SERVICES CORPORATION AND LOCAL 94 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

Public Service Electric & Gas Company, PSEG Power LLC, and PSEG Services Corporation (collectively the “Company”) and Local 94 of the International Brotherhood of Electrical Workers (“Union”) have reached a tentative agreement regarding the current Collective Bargaining Agreements dated May 1, 2017 (“CBAs”). The terms of this tentative agreement will become effective May 1, 2021 and will expire on April 30, 2023, subject to ratification by the membership of the Union. If the agreement is not ratified, the terms of the existing CBA will remain in place until April 30, 2021. The parties agree that, upon ratification, all of the terms and conditions of the current CBAs will remain in force until April 30, 2023, with the following exceptions:

**Wages**

The parties have agreed to the following wage increases:

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

**NJ Earned Sick Leave Law**

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


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

- For full-time permanent represented employees, the Company will provide additional paid time off to supplement their existing vacation days and floating holidays based upon their month of hire:
  - If hired between January and September, the Company will provide additional paid time off so that the employees have forty (40) hours available during the calendar year.
  - If hired between October and December, the Company will provide the following:

Month of hire	Personal Time (hours)
October	24
November	16
December	8

- This additional time off will be called Personal Time.
- For full-time non-permanent represented employees (e.g., seasonal employees, temporary employees), the Company will provide additional paid time off to supplement their existing vacation days and floating holidays so that they have forty (40) hours available during the calendar year. This additional time off will be called Personal Time and will be available for use after 120 calendar days of employment with the Company.
- Personal Time can only be used for purposes covered by the Law and in increments provided by the parties' collective bargaining agreement with respect to vacation.
- Personal Time will not carryover to the following calendar year.
- Employees will not receive pay for Personal Time (even if accrued and unused) at the end of the calendar year or upon termination of employment for any reason (including resignation or discharge).
- The Company will not consider absences for Personal Time as attendance occurrences and will not subject employees taking Personal Time to disciplinary action for such absences.
- Full-time represented permanent employees who have less than 2 years of service, temporary employees, and seasonal employees can use up to 40 hours of vacation days, floating holidays, and Personal Time per calendar year for purposes covered by the Law, provided that the following notification and documentation requirements are met:

- Employees must provide 7 calendar days' advance notice of the intent to use the time and its expected duration if such use is foreseeable (e.g., an annual physical). Employees must make reasonable efforts to schedule foreseeable time away from work when the circumstances permit. The Company maintains the right to deny requests for foreseeable time during any established "blackout dates." Employees must call in to use the time as soon as practical after they discover the need to be absent if such use is not foreseeable.
- Employees calling in to use time must inform local management and the designated absence management vendor that they are using time off for a purpose covered by the Law so that the absence can be granted in accordance with the Law.
- The Company maintains the right to require the employee to provide documentation substantiating the absence at any time.
- This time will run concurrently with other applicable leave entitlements, such as the Family and Medical Leave Act, the New Jersey Family Leave Act, and the New Jersey Security and Financial Empowerment Act.
- The Union acknowledges the benefits and protections of the Law and, in negotiating this agreement, has waived rights or benefits not expressly stated herein.

  
Kenneth Thoman  
President  
IBEW Local 94

*Dianne R. LaRocca*  
Dianne LaRocca  
Executive Director, Labor & Employee Relations  
PSEG Services Company