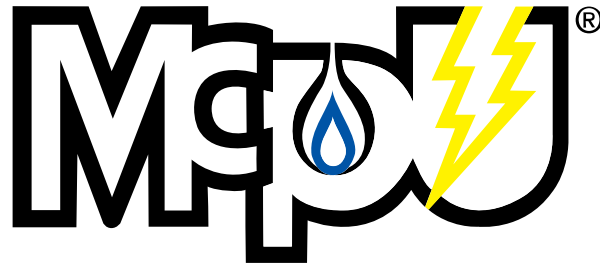


2018-2021
AGREEMENT
BETWEEN



MT. CARMEL PUBLIC UTILITY Co.®

and



Local Union 702

Of the

International Brotherhood of
Electrical workers

affiliated with the

AFL - CIO

Agreement in effect October 20, 2018 and remains in full force and effect until October 20, 2021 and continues from year to year thereafter unless cancelled or amended by the giving of sixty (60) days written notice, from either party to the other, prior to October 20th of any term thereof.

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AGREEMENT BETWEEN

MT. CARMEL PUBLIC UTILITY CO.

AND

**LOCAL UNION 702 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS, AFFILIATED WITH THE AFL-CIO**

THIS AGREEMENT, made and entered into by and between the Mt. Carmel Public Utility Co., a corporation organized under the laws of the State of Illinois, its successors and assigns hereinafter called the "Company", party of the first part, and Local Union No. 702 of the International Brotherhood of Electrical Workers, hereinafter called the "Union", party of the second part.

WITNESSETH: That for the purpose of facilitating the peaceful adjustment of all disputes which may from time to time arise, and for promoting harmony and efficiency in the departments of the Company represented by the Union, the parties hereto contract and agree with each other as follows:

I. RECOGNITION

Sec. 1. Pursuant to certification by the NLRB (Case Number 14-RC-2061), the Company recognizes Local Union 702 of the International Brotherhood of Electrical Workers as the exclusive bargaining agent and representative of its production, maintenance and construction employees. Office, clerical, professional, supervisory and guards, as defined in the Labor Relations Act are specifically excluded from this Agreement. It is not the Company's intention that supervisors out of the bargaining unit shall perform work normally performed by employees under their supervision to the extent that by so doing the supervisor would in effect replace an employee. This provision shall not be construed to mean that supervisors cannot perform work in an emergency or in the instruction of employees under their supervision.

Sec. 2. It is understood and agreed that no member of the Local Union shall be discriminated against or denied employment because of his legitimate activities in matters affecting the Brotherhood.

II. UNION SHOP

Sec. 1. It is agreed by the parties hereto that all present and new employees, also former employees returning to work, shall be and remain or required to become and remain, respectively, members of the Local Union as a condition of employment hereunder, provided that new employees shall be employed subject to a probationary period of four (4) months, during which time the Company shall elect whether the work of the new employee is satisfactory and whether it wishes to continue the employment. The Company shall refer all new or re-employed employees to the local representative of the Local Union for instructions and advice concerning the union shop requirements of this Agreement. The Company shall have the sole right to employ whomsoever it chooses without regard to membership or non-membership in the Local Union except that after said probationary period all new employees shall become members of the Local Union. At the request of the Company the Local Union shall make reasonable efforts to furnish the Company with such workmen within the classifications herein as the Company may request.

Sec. 2. The management of the Company's operations and the direction of working forces, including the right to employ, promote, discipline, and discharge employees for just cause, is reserved to the Company, subject only to such limitations as are contained in this Agreement.

Sec. 3. Upon receipt of a signed voluntary certificate in writing that they authorize Union dues deductions in the amount provided in the bylaws of the Local Union and in compliance with the constitution of the International Brotherhood of Electrical Workers, and as stated in writing by the Union to the Company from time to time, the Company agrees to deduct from the employee's earnings for the second payday of each month union dues in the amount provided by said bylaws, the said dues to be paid by the Company to the financial secretary of the Union. The authorization for such deduction shall be in the form of Exhibit "1," a copy of which is attached hereto.

III. RESIDENCY/DOMICILE REQUIREMENT

Effective December 5, 2012, any individual hired into the bargaining unit subject to this contract shall, as a condition of hire and continued employment have their residence / domicile within the geographic boundaries of Wabash County, Illinois, it being the desire that Mt. Carmel Public Utility Co. provide service in the most expeditious manner possible to the customers and consumers it serves. Mt. Carmel Public Utility Co. must notify the applicant of this residency / domicile requirement in a writing to be signed by the applicant prior to hiring him or her or else the residency / domicile requirement will not be effective. Effective December 5, 2012, no one will be hired into the bargaining unit who does not have their residence / domicile within Wabash County, Illinois, and anyone hired into the bargaining unit after December 5, 2012 who has their residence / domicile within Wabash County, Illinois and who later changes his or her residence / domicile to a location or place outside of the geographic boundaries of Wabash County, Illinois will either resign his or her employment or be subject to immediate discharge. The Union agrees that the appropriateness of the penalty (i.e. discharge) is not subject to grievance. However, the Union reserves the right to grieve and arbitrate whether or not the residency / domicile requirement was in fact complied with.

For purposes of this Article III, "residence/domicile" is defined as an employee's principal dwelling place, or in other words, the place an employee considers "home", as demonstrated by the employee's regular and consistent physical presence in that place and the intention of remaining there as a permanent home.

IV. HOURS AND OVERTIME

Sec. 1. The regular working week shall be forty (40) hours per week, eight (8) hours per day, five (5) days per week. The calendar week for scheduling and pay computation purposes shall begin at 12:01 A.M. Monday. Payday shall be on Friday. If payday falls on a Holiday, payday will be the prior working day.

Sec. 2. The work week for all employees shall begin not earlier than 7:00 A.M. and not later than 8:00 A.M. on Monday and consist of five consecutive days, Monday through Friday.

Sec. 3. All eligible employees in the electric department and in the gas department shall rotate call on weekends and holidays. Eligible is defined as those bid jobs which Company determines have the experience, safety and competency. Electric and Gas Department call shall be from 4:30 p.m. Friday to midnight Saturday and from midnight Saturday to 7:30 a.m. Monday. Holiday call shall be from 4:30 p.m. of the day before the holiday to 7:30 a.m. of the day following the holiday. Company will provide the on call employee with a radio or cell phone for communication. The on call employee shall respond to call timely and is responsible for providing back up if not available and for prior notification to the dispatcher of such back up. The on call employee shall be paid \$70.00 per day, plus applicable overtime rate for any actual time he is called in to work.

Sec. 4. All other time worked by an employee in any day which is outside his regularly scheduled hours shall be paid at the applicable overtime rate.

All employees, first scheduled and second scheduled day off in any work week shall be considered his sixth day and his seventh day, respectively. All work performed by an employee on his sixth day shall be paid for at 1-1/2 times the straight time rate and all work performed on his seventh day shall be paid for at double time.

Sec. 5. Employees called to work outside of their work schedule where a break is effected and such work is not in continuation of their regular shift shall be guaranteed at least one hour's pay for all calls of less than an hour's duration, and a full hours pay for any fractions over the first hour, the second hour, the third hour, etc., except that if the employee is called out for work between the hours of 11:00 P.M. and 5:00 A.M. he shall be allowed a minimum of two hours at applicable overtime rate.

Sec. 6. Such overtime work as employer deems necessary shall spread as evenly as possible among all regular employees willing and qualified to perform such work.

Sec. 7. An employee who has worked sixteen (16) hours or more, eight (8) or more of which were overtime hours, in the twenty-four hour period immediately prior to his next scheduled starting time, shall be entitled (at the employee's discretion) to the eight (8) hours off immediately following the cessation of his overtime call out. Said employee shall be compensated for the portion, if any, of the eight (8) hours that is part of his next scheduled shift.

Sec. 8. Employees assigned to work for other utilities during emergencies such as storm restoration will be paid double time for all hours worked, including travel time. Meals and lodging shall be provided.

Employees who use personal vehicle when necessary shall be reimbursed at the applicable IRS mileage rate.

When employees are required to be away from home overnight for training, the Company shall provide meals and lodging.

Employees who use personal vehicle when necessary shall be reimbursed at the applicable IRS mileage rate.

V. HOLIDAYS

Sec. 1. Holidays recognized as covered by this Agreement are as follows: New Year's Eve, New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve and Christmas Day. Each employee shall be entitled to a day off on the employee's birthday. If the employee's birthday falls on Saturday, the preceding Friday is taken off, and if it falls on Sunday, the following Monday is taken off. If the employee's birthday falls on a holiday recognized in this working agreement, the following day is taken off (if a work day). If the employee's birthday falls on a holiday recognized in this working agreement, and the day following the birthday is not a work day, then the day to be taken off is as agreed upon by the employee and his supervisor, but in no event later than 1 week after the birthday. Each employee shall be entitled to one casual day one time each year. Two days advance notice shall be given to employee's supervisor. In the event the casual day is not used at year end, the employee shall be paid for said unused casual day with the last pay period for the year.

Sec. 2. All employees covered by this Agreement shall be paid straight time hourly rates on the regular eight hour per day basis for any of the above mentioned holidays not worked.

Sec. 3. All employees covered by this Agreement, who are scheduled to work on any of the above-mentioned holidays shall receive 1-1/2 time pay over and above a regular days pay for as many hours as may be worked on such holiday.

All employees who are called out for unscheduled work, including weekend stand-by, on any of the above mentioned holidays shall receive two times their straight-time pay for as many hours as may be worked on such holiday over and above the regular day 's pay.

Work for which the employee has been notified prior to his regular quitting time on the day preceding the holiday shall be considered scheduled work. If an employee is notified after his regularly scheduled quitting time on the preceding day of the holiday this shall be considered unscheduled work.

Sec. 4. Holidays falling on a Saturday shall be observed on Friday except Christmas and New Years. Holidays falling on a Sunday shall be observed on the Monday following. Holiday dates designated by the State of Illinois, when different from Federally designated holidays shall be recognized as official under this Agreement.

Sec. 5. If an employee voluntarily responds to a Company request to change his approved vacation period or to return from his vacation prior to its expiration date, he shall be reimbursed for all pre-paid and non-refundable and non-assignable travel arrangements made known and disclosed to Company at the time of the request which are in connection with such change of vacation period or recall, and allotted an equal vacation period for the unused vacation time.

VI. WAGES

Sec. 1. Employees in the bargaining unit shall be divided into eleven (11) wage groups, namely: A+, A, A1, B+, B, C, D, E, F, G and H. Wage groups A+, A, A1, B+, B, C, D, E, F, G, and H shall receive a 3.0% wage increase at October 20, 2018, a 3.0% wage increase at October 20, 2019, and a 3.0% wage increase at October 20, 2020, as set out below or otherwise indicated:

Group A+ members, effective October 20, 2018, shall receive \$42.86 per hour; effective October 20, 2019, shall receive \$44.15 per hour; effective October 20, 2020, shall receive \$45.47 per hour.

Group A1 members, effective October 20, 2018, shall receive \$40.95 per hour; effective October 20, 2019, shall receive \$42.18 per hour; effective October 20, 2020, shall receive \$43.45 per hour.

Group A members, effective October 20, 2018, shall receive \$38.87 per hour; effective October 20, 2019, shall receive \$40.04 per hour; effective October 20, 2020, shall receive \$41.24 per hour.

Group B+ members, effective October 20, 2018, shall receive \$39.94 per hour; effective October 20, 2019, shall receive \$41.14 per hour; effective October 20, 2020, shall receive \$42.37 per hour.

Group B members, effective October 20, 2018, shall receive \$36.01 per hour; effective October 20, 2019, shall receive \$37.09 per hour; effective October 20, 2020, shall receive \$38.20 per hour.

Group C members, effective October 20, 2018, shall receive \$33.14 per hour; effective October 20, 2019, shall receive \$34.13 per hour; effective October 20, 2020, shall receive \$35.15 per hour.

Group D members, effective October 20, 2018, shall receive \$25.90 per hour; effective October 20, 2019, shall receive \$26.68 per hour; effective October 20, 2020, shall receive \$27.48 per hour.

Group E members, effective October 20, 2018, shall receive \$17.76 per hour; effective October 20, 2019, shall receive \$18.29 per hour; effective October 20, 2020, shall receive \$18.84 per hour.

Group F members, effective October 20, 2018, shall receive \$13.32 per hour; effective October 20, 2019, shall receive \$13.72 per hour; effective October 20, 2020, shall receive \$14.13 per hour.

Group G members, effective October 20, 2018, shall receive \$11.68 per hour; effective October 20, 2019, shall receive \$12.03 per hour; effective October 20, 2020, shall receive \$12.39 per hour.

Group H members, effective October 20, 2018, shall receive \$10.15 per hour; effective October 20, 2019, shall receive \$10.45 per hour; effective October 20, 2020, shall receive \$10.76 per hour.

Sec. 2. To qualify for Group A membership an employee must be a first class lineman, or experienced in some other major skill such as that of welder or machinist. A list of those now deemed to qualify as Group A members is appended. Leadman wages are classified as A+.

A bid job that includes a gas pipeline backup-welder position, who has and maintains gas pipeline welder certification shall receive "A" wages upon the employee also meeting and maintaining the other duties and qualifications of the bid job, including being Operator Qualified and experienced in the covered tasks for the bid and required to be safely and effectively in the on-call rotation.

Sec. 2A. To qualify for Group A1 membership an employee must be experienced in some major skill such as tree trimming / vegetation management and be a leadman with a minimum of 10 years of experience in said position.

Sec. 3. Group B members shall consist of second class linemen, experienced meter reader, servicemen and maintenance men and those of high proficiency in other minor skills. A list of those now deemed to qualify as Group B members is appended. Leadman wages are classified as B+.

Sec. 4. Group C members shall consist of semi-skilled employees who have progressed beyond the requirements of Group D but who cannot yet qualify for Group B. A list of those now deemed to qualify as Group C members is appended.

Sec. 5. Group D shall consist of employees with some minor skills. A list is appended.

Sec. 6. Group E shall consist of unskilled laborers with at least one year's experience.

Sec. 7. Groups F, G and H shall consist of unskilled laborers with varying degrees of abilities and experience. Promotions from H to G and from G to F shall be at the control of the superintendent. The hiring rate of new employees shall not be less than the rate for Group H except by special agreement between Company and Union.

VII. PAID VACATIONS

Sec. 1. Beginning January 1, 2003, employees with more than one (1) year of service but less than two (2) years of service receive five (5) working days vacation in the current vacation period (defined herein as January 1 through December 31).

Sec. 2. Beginning January 1, 2003, employees who have been in the service of the Company for two (2) years but less than eight (8) years shall receive ten (10) working days vacation in the current vacation period.

Sec. 3. Beginning January 1, 2003, employees who have been in the service of the Company eight (8) years but less than fifteen (15) years shall receive fifteen (15) working days vacation in the current vacation period.

Sec. 4. Beginning January 1, 2003, employees who have been in the service of the Company for fifteen (15) years but less than twenty-four (24) years shall receive twenty-one (21) working days vacation in the current vacation period.

Sec. 5. Beginning January 1, 2003, employees who have been in the service of the Company for twenty-four (24) years shall receive twenty-five (25) working days vacation in the current vacation period.

Sec. 6. If an employee's anniversary of his hire date is less than 5 work days prior to the end of the vacation period, any increase in working days vacation set forth in Sections 1, 2, 3, 4 or 5 herein may not be taken off in said vacation period, but the employee will be paid for said increase of working days vacation.

Sec. 7. Employees covered in Sections 1, 2 and 3 who take their vacation in December, January, February or March will be entitled to two (2) additional days of vacation for each full week of vacation that is taken in the four above mentioned months. These additional days are also to be taken in the four above mentioned months and are either to immediately precede or immediately follow their regular week or weeks of vacation. These additional days of vacation are not applicable for the week gained in the year of any increase in working day vacation which result from moving up from Sec. 1 through Sec. 5 herein for employees with anniversary hire dates in the months of December, January, February or March.

Sec. 8. Prior to January 1 of each year, a vacation schedule for the next twelve months, to December 31, shall be posted and employees shall bid by May 1 for the time of these respective vacations in accordance with their length of service with employer. Except in the case of a genuine personal emergency and with the approval of the employee's supervisor, no change in the posted schedule will be permitted and no previously unscheduled vacation period will be approved unless the employee shall have given his supervisor a minimum of seven (7) days notice of the desired change or posting. When it can be arranged that operations will not be affected, it will be permissible for two (2) employees out of the Electric Department and two (2) employees out of the Gas Department to be absent simultaneously. The Company may, if the needs of service permit, let an additional person off for a one day split vacation.

Sec. 9. Vacation pay will be based on employee's regular rate of pay at the time the vacation is taken. Vacation pay shall be forty (40) times the regular hourly rate of pay for those entitled to one week's vacation and eighty (80) times the regular hourly rate of pay for those entitled to two week's vacation and one hundred twenty (120) times the regular hourly rate for those entitled to three week's vacation and one hundred sixty eight (168) times the regular hourly rate of pay for those entitled to four week's vacation and two hundred (200) times the regular hourly rate of pay for those with 24 years.

Sec. 10. One five day week of vacation time may be split after giving two working days notice. A second five-day week of vacation time, if the employee is eligible, may be split after giving two working days notice upon approval of the supervisor. This provision is not applicable to bonus days. Vacations shall be taken and not allowed to accumulate beyond the year in which they are entitled to be taken.

Sec. 11. Employees whose services are terminated for any cause shall receive with final pay their accumulated vacation pay on a pro-rata basis.

Sec. 12. An employee desiring his vacation pay prior to leaving on vacation must make his request to the plant office no later than 8:00 A.M. on the Monday preceding the last pay day before his vacation. Company will then pay vacation with his regular pay. Vacation pay will not be paid in advance for or during the last week of December.

VIII. INSURANCE AND PENSION PROVISIONS

Sec. 1. Old pension trust policies of employees 60 years of age and under were frozen as of April 7, 1964, and their values as of January 1, 1969 were cashed in and placed in a special pension fund with Aetna at a higher rate of interest than the old contract provided. The present retirement plan refers to those moneys as "cash value" and its current value is reported annually as of January 1 by the plan Trustee or its agent in their "Benefit Statement." On retirement, this "cash value" will be used by Aetna to purchase added annuity income, over that provided by member contributions under the new plan, or maybe taken in cash.

Sec. 2. The current retirement plan was first effective January 1, 1964. It was revised as of January 1, 1976 to conform with Federal ERISA law. It was revised again effective as of January 1, 1994 to delete the requirement for employee contributions and to further comply with federal law. The plan provides for participation by any permanent employee who has completed at least one year of service, attained the age of 21.

The plan, as amended January 1, 1994, is based on contributions paid by the Company based on each participant's previous year's compensation and provides benefits of:

- A. An annual pension upon retirement of 2.5% of Plan compensation for each year of accrual service on or after January 1, 1989.
- B. For service on or after January 1, 1981 but prior to January 1, 1989, 1.75% of the first \$48.00 of his "earnings" plus 2.5% of his "earnings" in excess of \$480.000 for each year of accrual service.
- C. For service on or after January 1, 1964 but prior to January 1, 1981, 50% of member contributions for each year of accrual service.
- D. Special Benefit to participants who had the "Cash Value" referenced in Section 1 above.
- E. A pre-retirement benefit will be payable under the plan to the spouse of an employee whose death occurs prior to the employee retiring and who is still actively employed by the Company at the time of the employee's death.

The plan provides for a progressive vesting schedule ranging from 20% after 3 years, with an additional 20% in each of the following 4 years.

Sec. 3. The retirement plan is completely described in a booklet published by our pension administrator which is available to all employees. In all matters the plan document filed with the Internal Revenue Service shall be the operative document for any disputes.

Sec. 4. The pension plan (defined benefit plan) will be closed to new entrants effective October 20, 2015, so that all employees hired by Company on or after October 20, 2015 will be ineligible to participate in the pension plan (defined benefit plan). Employees participating in the pension plan as of October 20, 2015 will continue to participate in the pension plan and earn vesting service and benefits as provided for under Sec. 2 and 3 of this Agreement and the plan document.

Sec. 5. A Group Term Life Insurance Policy shall be provided and paid for by the Company for each active employee in the face amount of \$50,000.00. The Paid-Up Life Insurance Benefit, which some employees have, is not affected by this provision.

Sec. 6. Hospitalization and Major Medical Coverage.

The Company will contribute 100% of the costs of the hospitalization and major medical plan premiums above and beyond the employee's portion of the premium costs as follows:

Employee monthly contribution \$50.00

Spouse monthly contribution \$50.00

Dependents monthly contribution \$50.00(Total)

Employees retiring under this Contract during its term (age 65 years or greater) will be provided with a Medicare supplement with prescription co-pays with no premium contribution needed. Retiring employees entitled to Medicare shall enroll for Medicare. For this contract early retirement Health Insurance premiums for those aged 62-65 years will be paid by Company (100%) if the retirement begins after age 62 years or upon the employee reaching age 62 years if the employee retires before the age of 62 years and achieves 25 years of service prior to age 62 years. In any case, the Company paid early retirement health insurance option begins only at age 62 years. No insurance benefits for retirees set forth above shall be applicable to or available to retirees whose hire date was after October 20, 1996, unless otherwise required by law. Information booklets are furnished by the insurance carrier and the policy is the governing contract.

In general, the Preferred Provider Organization (PPO) plan pays 100% of all usual and customary charges (as computed by the insurance carrier) related to claims presented by covered employees, spouses, dependents and retirees as delineated in the plan policy and booklet after payment of deductibles. The Company will pay into an HRA (Health Reimbursement Arrangement, commonly referred to as a Health Reimbursement Account (HRA)) up to the amount of the in-network deductible / out of pocket expenses (including deductibles and co-pays) per covered employee; per covered employee and spouse or employee and one child; or per covered family. The HRA will be administered by a Third Party Administrator (TPA). The HRA may only be used for covered medical expenses under the health insurance plan and prescription coverage, and not for dental or vision expenses. An employee's spouse may opt out of coverage and Company will pay \$2,400.00 to employee for the spouse opting out. Also, the family may opt out and the Company will pay employee \$1,500.00 for the opt out.

Company will include Dental and Vision insurance coverage for the benefit of the employees and their spouse, children or family if the employee has elected health insurance coverage for the spouse, children, or family.

In the occasion of an employee being off work for sickness, injury or illness not covered under worker's compensation payments, but not before the 20th consecutive day off work for said sickness, injury or illness, and if the employee is under physician supervision with full reporting weekly to the Company, the Company will pay 100% of the health insurance premium for that employee and his covered family's coverage until such time as the employee is either able to return to work, is covered under worker's compensation, is released from physician's supervision, or when COBRA benefits are otherwise triggered.

Sec. 7. Apart from the above outlined insurance arrangement and subject to the conditions stated below, the employer will pay sick pay benefits in any twelve (12) months to each employee with less than one year's service eighty (80) percent of his straight time wages during the first week of non-work related illness or injury, employees with more than one year's service but less than two (2) years service, eighty percent {80%} payment for the second week of illness, after two (2) years service one (1) additional week of eighty percent (80%) payment for each year of additional service up to a maximum of fifty-two (52) weeks. Such eighty percent {80%} payments shall be made only from the time notice is given to the employer by the employee of reason for such employee's absence after three days, which is to be followed by a written notice from a physician. The amount of sick pay benefits will at the start of every month be figured from the above and from this deducted what has been received in the past eleven (11) months to figure how much is allowable in any month. On his anniversary with the Company the amount will be increased one week.

Holidays recognized in this working agreement which occur while an employee is off due to sickness will be paid for at the employee's regular straight time rate, subject to normal deductions and shall not be charged against the employee's accumulated sick leave entitlement.

Any sick pay benefits shall be reduced by any benefits paid to employee through workers compensation insurance or through Federal Social Security Disability Benefits payable to employee. Sick pay benefits will not be paid for the same time as on the job injury benefits are paid and will not be paid for work related injuries.

For sick pay benefits, payment of these benefits will apply to the first day of absence one time per calendar year, otherwise, payment of these benefits will not apply to the first day of absence, except that if the employee is admitted to the hospital, or after a total absence of three (3) calendar days while under a doctor's care, the first day benefit will be paid. The waiting period will not be reapplied in the case of any employee, returning to work after a period of illness, suffers a recurrence of the same illness within five (5) working days of his return. The one time per calendar year first day of absence sick pay benefit, if not used at year end, will be paid to employee with the pay covering the last pay period of the year.

One day (eight hours) per contract year will be permitted without loss of pay for out patient surgery (defined as cutting or burning) made on any part of employee's body in doctor's office, clinic or hospital.

Sec. 8. Apart from the above outlined sick pay benefits and subject to the conditions stated below, the employer will pay on the job injury benefits in any twelve (12) months to each employee with less than one year's service thirteen and one-third percent (13 1/3%) of his straight time wages during the first week of on the job (work related) injury. Employees with more than one year's service but less than two (2) years service, thirteen and one-third percent (13 1/3%) payment for the second week of on the job (work related) injury, and after two (2) years service one (1) additional week of thirteen and one-third percent (13 1/3%) payment for each year of additional service up to a maximum of fifty-two (52) weeks. Such thirteen and one-third percent (13 1/3%) payments shall only commence when the employee is on workers compensation and only while employee remains on workers compensation and is unable to report to work. The amount of on the job injury benefits will at the start of each month be figured from the above and from this deducted what has been received in the past eleven (11) months to figure how much is allowable in any month.

On the job injury benefits to be paid hereunder shall be reduced by such benefits as are paid to the employee through Federal Social Security Disability Benefits. When employee is injured on the job he will receive eighty percent (80%) from the first day. Any employee who is off because of on the job (work related) injury for a period of five (5) days or longer or is hospitalized shall furnish the employer with a certificate from their doctor.

On the job injury benefits will not be paid for the same time as sick pay benefits are paid and will not be paid for sickness nor for injuries that are not work related.

Holidays recognized in this working agreement which occur while an employee is off due to work related injury will be paid for at the employee's regular straight time rate, subject to normal deductions, and shall not be charged against the employee's accumulated on the job injury benefits, but shall be reduced by any workers compensation insurance or Federal Social Security Disability Benefits payable to employee.

An employee who becomes partially disabled from on-the-job work will be given another available job provided he is able and capable of doing the work and his pay will be the same as others are paid for this class of work, all in accordance with the Americans With Disabilities Act.

Sec. 9. An employee who is unable to work due either to sickness, on-the-job injury or other condition as allowable hereunder, shall report weekly to the Superintendent, the worker's condition and return to work status, including written medical reporting.

Sec. 10. In case of death in the family three working days shall be allowed without loss of pay upon the death of father, father-in-law, mother, mother-in-law, wife, child, step-child, grandchild, sister or brother. One working day off without loss of pay shall be allowed in the case of grandfather, grandmother, aunt, uncle, stepfather, or stepmother. (Three (3) days may be allowed for these family members if deemed necessary by the employee, and approved by the Company.)

Sec. 11. The retirement benefits in the defined benefit plan shall have a three-person Pension Panel, one of whom shall be a member of Union and designated by Union. Employer shall provide employees information from time to time on pension coverage and shall assist with any pension problem growing out of the program.

Sec. 12. An employee performing jury duty during his or her regular scheduled working hours shall do so without loss of pay and shall remit all fees for such except travel and meal expenses to the Utility Co.

Sec. 13. The employer shall continue to pay all costs of the administration of the 401(k) Plan. Beginning January 1, 1997, employer agrees to match 25% of the allowable contribution that the employee makes to his 401(k). Allowable contribution for the purpose of company matching is 15% of compensation. Employee Voluntary Deductible Contributions in excess of 15% of compensation, to the extent they are allowable by law, are permissible but not subject to company match. "Allowable by law" includes but is not limited to "catch up contributions" as indexed for participants 50 years of age and older.

Company will pay into the 401(k) account of employees hired after October 20, 2015, 4.0% of the employee's annual gross earnings. The contribution for a new hire would be made no later than the third business day after the next January 1 following the end of the first year of employment and after the employee becomes eligible to be included in the 401(k) Plan. Said contribution shall be based on the employee's prior year's eligible gross earnings as stated. This is in addition to the 401(k) match the new hire receives under the preceding paragraph above.

IX. SENIORITY

Sec. 1. Seniority shall mean length of service and ability to do the job and shall be applied on a plant wide basis.

Sec. 2. No senior employee shall be laid off as long as any work is being done by a junior employee which the senior employee can reasonably be expected to do (subject to a training period) providing the senior employee is willing to accept the rate and classification of the junior employee.

When it becomes necessary for the "Company" to reduce its force because of lack of work, employees shall be demoted or released in accordance with straight seniority, which means that the employees with least seniority shall be demoted or released first. When adding to the forces, those most recently demoted or released on account of curtailment of work shall within 18 months be the first to be promoted or re-employed in that group, if available, within fourteen (14) days, qualifications being sufficient, and provided they are physically qualified to return to work and have previously filed a written application of the "Company" requesting an opportunity to return to work. When an employee is re-employed within 18 months after his release, his seniority shall be restored to its status as of the date of his release. After 18 months lay-off an employee loses all previous seniority rights.

If an employee is laid off or his job is eliminated and he accepts severance pay he gives up all rights and benefits. Severance pay will be one week's pay for each year of employment up to 26 weeks.

The employer will give two (2) weeks notice before layoff, except temporary employees.

Sec. 3. Jobs shall not be held on a temporary basis longer than sixty (60) days without being posted for bids except as otherwise agreed in writing between Union and the Superintendent.

Sec. 4. Employer may select the employee to fill a temporary vacancy of less than sixty days.

Sec. 5. Only jobs included in the bargaining unit shall be subject to seniority, and employer's right to fill supervisory jobs either from members of the bargaining unit or from outside shall not be abridged.

Sec. 6. If a member of the bargaining unit is elevated to a supervisory job and thus removed from membership in Union, and if such person is subsequently found unsuitable by employer for continuance in such supervisory job, he shall resume the seniority status existing at the time of his removal from the bargaining unit.

Sec. 7. Vacancies shall be filled based on seniority, ability and qualifications. Ability and qualifications being sufficient, seniority shall prevail.

Sec. 8. Successful bidders shall hold job bid in by them over those employees with greater length of service who may have bid for such jobs but failed to qualify therefor.

Sec. 9. The employer shall prepare and keep posted on the plant bulletin board an up-to-date seniority list based on the employer's records.

Sec. 10. Resignation, discharge for just cause, unexplained absence for one week or more, failure to report after fourteen days notice sent by registered mail to employee's last known address calling employee back to work following a period of layoff for lack of work, the voluntary remaining away from work by an employee for one week or more without a leave of absence from employer or being laid off for as much as 18 months, shall forfeit all seniority of such employee.

Sec. 11. In the event an employee covered in this Agreement chooses not to accept a promotion, it shall have no effect on his future promotions.

Sec. 12. Any employee whose seniority date falls on or after January 1, 1978, and who is laid off work due to sickness or injury shall forfeit all seniority rights and his employment shall be terminated if he fails to return to work within the time prescribed or if he is shown to have accepted gainful employment elsewhere during this time. The time period during which such an employee's seniority is protected shall be six months during the first year and after two months of employment, and during the second and subsequent years at the rate of six months for each full year of service computed to his most recent employment anniversary, and shall run from the date of expiration of his accrued sick leave or the date on which all occupational injury benefits are exhausted, whichever is later. The rule shall in no way be interpreted so as to abrogate the rights of any employee under the Company's retirement plan or workers compensation insurance.

X. SHOP STEWARDS

Sec. 1. A shop steward shall be recognized for each of the following groups: Electric Department and Gas Department employees.

Sec. 2. Shop stewards will be permitted to handle grievances and such Union business as will not necessitate leaving their jobs without loss of pay.

Sec. 3. The Local Union shall furnish employer with a list of the names of Union Stewards.

Sec. 4. Representatives of Union shall be permitted on the Company's premises for purposes of handling Union business.

XI. GRIEVANCE PROCEDURE

Sec. 1. Any dispute, grievance of difference that arises between the Company and the Local Union shall be handled within sixty (60) days in the following manner:

Between the employee and shop steward and plant super intendent.

Sec. 2. In case of a failure to agree in this manner, a business manager of the local Union, who may be accompanied by a committee of the employees of the Company, shall endeavor to adjust disagreements with the Labor Relations Committee of the Company.

In case of failure to then reach an agreement the matter shall be submitted to arbitration in the manner provided below.

Sec. 3. In case any grievance is not resolved in previous steps, either party desiring arbitration shall give notice in writing to the other party and notify Federal Mediation and Conciliation Service (who will supply a panel of seven (7) arbitrators). The parties will strike alternately until one (1) arbitrator remains. The party striking first shall be decided by lot. The arbitrator shall be governed by the terms of this Agreement and shall have no power to add to or change the terms of this Agreement. The arbitrator's decision shall be final and binding upon the parties. Each party shall bear its own expenses for preparation and presentation of its case. The expenses of the arbitrator shall be borne equally between the parties.

XII. LEAVE OF ABSENCE

Sec. 1. Employees taken into the Armed Forces of the United States shall be deemed on leave of absence with full preservation of their seniority status. Legislation by the Congress of the United States providing that employers shall rehire returning veterans is specifically referred to and made a part of this agreement as fully and to the same legal effect as though written out herein.

Sec. 2. A regular employee shall for justifiable reasons be granted a leave of absence of no more than thirty (30) days without pay after reasonable notice to the Company. During these leaves of absence seniority shall accumulate. If an employee overstays such leave, or if he accepts employment elsewhere during such leave without consent of the Company, he shall be considered to have resigned. Longer leaves may be granted by mutual consent between the employee and the Company.

XIII. SAFETY AND ECONOMY

Sec. 1. The Company shall furnish all tools, safety equipment and rubber goods for the proper and safe performance of the work, and employees shall use every effort to preserve safety appliances and shall use them when necessary. Employees will be advised and instructed where major changes in apparatus, wiring or procedure are made. At no time will an employee be required to perform any hazardous task outside his classification. The Company will not require employees to do construction or maintenance work outside during inclement weather unless such work is necessary to protect life, property or maintain service to the public.

Sec. 2. The Company shall permit Union to continue a Coca Cola dispensing machine on the plant premises.

Coffee breaks shall be limited to 15 minutes and they shall be taken on job site in the morning unless you are moving from one job to another and then only two trucks to stop at same location at same time. All coffee breaks in afternoon shall be taken on job site.

Sec. 3. Meal money to be paid if an employee is called to work one hour before his regular starting time or is held over after quitting time for two hours or more on unscheduled work.

Lunch money shall be furnished at the rate of \$5.50 per lunch to any employee who is unable to go home for lunch because of work. If lunch money is taken, overtime will not be paid for same 30 minute period.

Sec. 4. All employees after one year's employment shall be entitled to twenty per cent (20%) discount on merchandise handled by employer and bought for their own use.

Sec. 5. The Company will pay the excess charges for a commercial driver's license over and above a regular driver's license fee.

Sec. 6. The Company's requirements for physical examinations shall meet the requirements of the Department of Transportation. All laws, rules and regulations for drug and alcohol testing and safety shall be complied with by employees.

Sec. 7. Employees whose duties involve driving trucks may use such trucks to go to and from home for lunch.

Sec. 8. The Company will furnish one pair of safety glasses every two years unless they become damaged or employee's eyes change enough to need new glasses.

Sec. 9. Union agrees that every employee covered by this Agreement will cooperate with employer in promoting economical and efficient operation of the business and the avoidance of waste.

XIV. NO STRIKES, NO LOCKOUTS

Sec. 1. There shall be no strikes, nor lockouts during the term of this Agreement.

XV. TERM OF AGREEMENT

Sec. 1. This agreement shall remain in force and effect for a period of three (3) years from October 20, 2018 until October 20, 2021, and shall thereafter be continued from year to year unless notice of termination, amendment or change in writing is given sixty (60) days before the next expiration date of this agreement.

XVI SAVINGS CLAUSE

Sec. 1. It is agreed that all provisions of this Agreement shall be subject to and in accordance with existing or future federal or state legislation or ruling. Should any of said provisions be invalid because of existing or future federal or state legislation or ruling then said provisions shall be inoperative and remaining provision shall not be affected thereby. Should any provision be declared invalid and later declared valid then said provision shall become operative when declared valid.

XVII State or Federal Government Legislative/Mandate Provision

Should either the State or Federal Government pass legislation mandating all employers to participate in a national, state wide or regional health care plan; or if a major federal or state tax change takes effect changing IRS Code sections 401(k) or 125, it is agreed to by the parties to this agreement that either Company or Union can reopen negotiation of affected sections of Article VII at any time with 60 days written notice.

XVIII 401(k) BONUS

Company agrees to pay each active Union member an annual bonus to be paid as follows: \$300.00 on the first business day of each calendar year with the first 401(k) bonus to be paid January, 2019; Said payments to be made to the active Union members 401(k) account as allowable by law for the current plan year.

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IN WITNESS WHEREOF, the parties hereto, by their duly authorized officers, executed this Agreement with an effective date of October 20, 2018.

MT. CARMEL PUBLIC UTILITY CO.

LOCAL UNION 702 OF THE
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS AFL-CIO

BY Margaret E. Felts
Margaret E. Felts, President
Mt. Carmel Public Utility Co.

BY Steve Hughant 11-20-18
Business Manager

DATE: 11-30-2018

BY Arnie A Hatfield 11/20/18
Business Rep.

UNION COMMITTEE:

BY Jeremy Thread
Jeremy Thread

BY Harold Dardeen
Harold Dardeen

BY Jacob Macer
Jacob Macer

BY Blake Magee
Blake Magee

DATE 11-29-18

Approved:

International Office
- I.B.E.W.

President



APPENDIX "A"

		SALARY		
		OCT 2018	OCT 2019	OCT 2020
GROUP "A+"				
	Gas Department Welder, Leadman	42.86	44.15	45.47
	Journeyman Lineman, Leadman	42.86	44.15	45.47
	Journeyman Lineman, Leadman	42.86	44.15	45.47
	Journeyman Lineman-Serviceman, Leadman	42.86	44.15	45.47
GROUP "A1"				
		40.95	42.18	43.45
GROUP "A"				
	Electric and Gas Serviceman	38.87	40.04	41.24
	Journeyman Lineman - Serviceman	38.87	40.04	41.24
	Journeyman Lineman	38.87	40.04	41.24
	Journeyman Lineman	38.87	40.04	41.24
	Gas Dept. Equipment Operator-Backup Welder	38.87	40.04	41.24
	Gas Utility Helper-Backup Welder	38.87	40.04	41.24
GROUP "B+"				
	Line Clearance - Leadman	39.94	41.14	42.37
GROUP "B"				
	Line Clearance	36.01	37.09	38.20
	Electric and Gas Serviceman	36.01	37.09	38.20
	Line Clearance	36.01	37.09	38.20
	Electric Operator	36.01	37.09	38.20
	Line Clearance	36.01	37.09	38.20
	Apprentice Lineman	36.01	37.09	38.20
	Meter Reader	36.01	37.09	38.20
GROUP "C"				
	Gas Utility Helper	33.14	34.13	35.15
GROUP "D"				
	Apprentice Lineman	25.90	26.68	27.48
	Apprentice Lineman	25.90	26.68	27.48
GROUP "E"				
		17.76	18.29	18.84
GROUP "G"				
		13.32	13.72	14.13
GROUP "H"				
		11.68	12.03	12.39
GROUP "F"				
		10.15	10.45	10.76

APPENDIX "B"
PLANT SENIORITY LIST
OCTOBER, 2018

	NAME	BIRTHDATE	<u>HIRE DATE</u>
1.	J. Odom,		09-06-77
2.	T. Winter		04-29-85
3.	D. McClellan		11-28-88
4.	J. Dougherty		01-03-94
5.	H. Dardeen, Jr.		03-13-95
6.	S. Militoni		08-28-95
7.	J. Macer		08-30-04
8.	M. Turner		04-07-05
9.	C Kingsbury		09-12-05
10.	S. Wolfe		07-09-07
11.	H. Magee		07-16-07
12.	J. Mays		04-23-08
13.	S. Greathouse		04-25-08
14.	J. Henson		11-26-13
15.	D. Prosis		12-02-13
16.	J. Thread		03-16-15
17.	R. Sanders		03-22-16
18.	V. Hawkins		03-28-16
19.	B. Hadra		04-04-16
20.	A. Wilkinson		05-14-18
21.	K. Mann		05-05-18

EXHIBIT 1

(Please Print)

(Last Name)

(Given name and initial)

**REQUEST FOR PAYROLL
DEDUCTION FOR "UNION" DUES**

Mt. Carmel Public Utility Co.

Mt. Carmel, Illinois

I hereby request the Company to deduct from my wages for the second payday of each month, and to pay for my account to the financial secretary of the Union, such sums as may be provided in the bylaws of the Union for dues and as stated in writing by the Union to the Company from time to time, such deduction to start in the month following the date of this request.

It is understood and agreed that this payroll deduction may be cancelled upon written notice to the Company and to the Union. This request supersedes all prior requests for deduction of "Union" dues by me.

Date

Signature of Employee