

AGREEMENT

Effective the 1st day of September, 2018, DUPONT on behalf of its Spruance Fibers Plant located at Ampthill, Chesterfield County, Virginia, hereinafter referred to as the COMPANY, and THE AMPHILL RAYON WORKERS, INC., Richmond, Virginia, hereinafter referred to as the UNION, acting for and on behalf of itself and on behalf of those employees who are included within the Clerical, Technical and Office unit appropriate for collective bargaining purposes as herein set forth, in consideration of the mutual covenants herein contained have agreed and do agree as follows:

ARTICLE I DEFINITIONS

Section 1. The unit of employees represented by the UNION is composed of all non-exempt clerical, technical, and office employees of the Plant included within the unit appropriate for collective bargaining purposes certified in an order of the National Labor Relations Board in Case Number 5-R-2835, bearing date of December 26, 1946, but excluding all hourly wage roll production and maintenance employees, nurses, security officers, Staff Appointed Administrative Assistants, Human Resources Personnel, Contract Administration clerks, Systems Technicians, Video Specialist, employees on the no-service roll, student operators, student engineers, co-op students, and all supervisory employees with the authority to hire, promote, discharge, discipline, or otherwise effect changes in the status of employees or effectively recommend such action.

Section 2. The term "Employee", or "Employees", as used herein shall mean any or all of those employees at the Plant included within the bargaining unit set forth in Section 1 of this Article.

Section 3. The term "Plant" as used herein shall mean the Spruance Fibers Plant located at Ampthill, Chesterfield County, Virginia.

ARTICLE II RECOGNITION AND SCOPE

Section 1. The UNION has been and is recognized as the exclusive bargaining agency for the employees at the Plant as set forth in Article I of this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, hours of work, and other conditions of employment.

Section 2. There shall be no discrimination, coercion, interference, or restraint by the COMPANY or the UNION or any of their agents against any employee because of membership or non-membership in the UNION, and the UNION agrees that there shall be no solicitation or promotional UNION activity on COMPANY time.

Section 3. This Agreement constitutes the entire Agreement between the parties hereto as of the execution date hereof. However, any supplement which may hereafter be mutually agreed upon between the parties, when executed in the same manner as this Agreement, shall become and be parties of this Agreement.

ARTICLE III MANAGEMENT RIGHTS

Section 1. Except as abridged by the specific provisions of this Agreement, the Company retains the exclusive right and responsibility to manage the business and Plant and to direct the working forces. Among the rights vested in the Company are the rights to: plan, direct, and control all Company operations; install, relocate within the plant, or remove machinery; increase, decrease or change production equipment; purchase materials from any source and introduce new methods; regulate quality and production; enforce existing rules and promulgate new and reasonable rules of

conduct; hire, transfer, layoff, discipline, suspend, demote, or discharge employees for just cause.

**ARTICLE IV
DEDUCTION OF UNION DUES**

Section 1. The COMPANY will deduct regular UNION dues from the salary of such employees as individually have heretofore certified or hereafter certify to the COMPANY in writing that they authorize such UNION dues deductions. Such dues authorizations shall be cancelled and deductions stopped in accordance with the provisions of such dues authorization form, or at the termination of this Agreement, provided, however, deductions as authorized by unrevoked authorizations may be continued beyond the termination date at the option of the COMPANY.

All sums deducted in this manner and a list of employees from whose earnings such deductions have been made shall be turned over by the COMPANY to the Treasurer of the UNION each month.

Section 2. Dues deduction authorizations executed and submitted to the COMPANY following the signing of this Agreement shall be on a form identical in wording to the following:

"DUPONT"
Ampthill, Chesterfield County, Virginia

Gentlemen:

I hereby revoke any previous dues deduction authorization and hereby authorize you to deduct from my wages or salary and pay to the Treasurer of the Ampthill Rayon Workers, Inc., the sum of \$_____ per _____ as dues beginning_____. This authorization shall be cancelled and deductions stopped by the COMPANY, if:

I am no longer employed with the bargaining unit represented by the UNION, or

The UNION is no longer recognized by the COMPANY, or

I give notice in writing or the UNION gives notice in writing of cancellation of such authorization to the COMPANY.

Signature: _____
Address: _____
Payroll No. _____ Date: _____
Occupation: _____

**ARTICLE V
WAGES**

Section 1. A copy of job descriptions and evaluations for non-exempt employees covered by this Agreement, and any subsequent revisions shall be furnished to the UNION by the COMPANY upon request in order to represent employee(s).

When a new position is established, the UNION shall be provided a copy of the job description. Changes in job description(s) and subsequent evaluation(s) may be made after bargaining with the UNION.

Section 2. Either party to this Agreement shall have the right at any time to reopen the subject

of general salary adjustments for negotiation, and the COMPANY agrees to make no general reduction in salaries without prior negotiation with the UNION.

Section 3. The UNION may request in writing a meeting with the Area Manager to review an individual's position classification, to be held at a time mutually convenient to both parties. Such meeting shall be held no later than five (5) calendar days following the receipt of the request by the COMPANY unless an extension of time is agreed upon by both parties. If, after receipt of the Area Manager's reply, the UNION is not satisfied, the UNION may submit the matter to the Grievance Procedure at the second step.

Section 4. All employees covered by this agreement will be paid for hours worked, except those agreed upon pay exceptions. An employee working regularly will be paid for regular normally scheduled hours except that in the event that unexcused absence or absence without pay occurs, pay for such period may be deducted from the employee's base salary.

Section 5. Any employee permitted to work without having been properly notified that there will be no work, shall receive three (3) hours pay at the employee's base rate, except in cases caused by conditions beyond the control of local management. An employee scheduled to work overtime, but does not report to work, will not receive overtime pay.

The provisions of this Section 5 shall not apply in cases where work is not available because of reasons beyond Plant Management's control such as power failure, fire or serious mechanical difficulties, in cases where employees return to work without previously notifying their supervision following absences, or if an employee is determined to be unfit, except for legitimate disability, to perform his/her job and is therefore sent home.

Section 6. In case new jobs are to be established or working crews are to be regularly increased or reduced by Management, the matter will be reviewed with the UNION Area Director or an alternate Director before a change is made.

Section 7. An employee held over to work a full shift beyond his/her regularly scheduled quitting time shall be given a twenty (20) minute intermission with pay as near the shift break as possible, provided that such intermission can be granted without holding over another employee solely for this purpose.

Section 8. A shift differential of \$1.50 per hour shall be paid an employee for work performed on evening and nights. In addition, the company will pay shift differential for scheduled evenings and nights not worked for vacation and disability.

Section 9. Work schedules other than the schedules shown in this Article or other than eight (8) hours each may be established or changed after bargaining with the UNION.

Section 10. An employee temporarily assigned to a higher-level job for one (1) or more full days shall be paid for such work at the rate of five (5) percent for each job code level above the relieving employee's current salary, providing that the relieving employee performs all essential functions of the position being relieved.

Section 11. As of September 1, 2018, employees categorized as office and clerical will have a maximum wage of \$25.89 per hour. Employees whose wages exceed the \$25.89 maximum pay rate will have their wages grandfathered for the life of this agreement. These employees will not be eligible for an annual increase while their rate of pay exceeds the maximum rate of pay. The maximum rate will be reviewed on an annual basis and adjusted as applicable.

**ARTICLE VI
HOLIDAY PAY**

Section 1. An employee who works on any of the following holidays occurring on his/her scheduled day of rest shall be paid overtime pay at one and one-half (1.5) times his/her regular rate of pay for such hours worked in addition to the holiday allowance set forth in Section 2 of this Article, or he/she shall be paid two and one-half (2.5) times his/her regular rate of pay for such hours worked, whichever yields the greater pay.

An employee who works on any of the following holidays occurring on his/her normally scheduled day of work shall be paid his/her regular salary for that day, and in addition at the rate of one and one-half (1.5) times his/her regular rate of pay for the hours worked up to eight (8) hours but not the holiday allowance set forth in Section 2 of this Article. Such holiday hours worked which are over eight (8) shall be paid at two and one-half (2.5) times the employee's regular rate of pay.

New Year's Day
*Washington's Birthday (third Monday in February)
Good Friday (Easter Sunday for shift workers)
Memorial Day (last Monday in May)
*Third Friday in June
July Fourth
*First Friday in August
Labor Day
Thanksgiving Day
Day after Thanksgiving
December 24th
Christmas Day

*or Floating Personal Holiday

When any of the foregoing holidays, except December twenty-fourth (24th), falls on Sunday, the following Monday shall be observed as the holiday for all day employees who are scheduled to work Monday through Friday. Sunday shall be observed as the holiday for all other employees including day employees temporarily assigned to a shift job.

When December twenty-fourth (24th) falls on Sunday, the following Tuesday shall be observed as the holiday for all day employees who are scheduled to work Monday through Friday. Sunday shall be observed as the holiday for all other employees including day employees temporarily assigned to a shift job.

When any of the foregoing holidays falls on Saturday, the preceding Friday shall be observed as the holiday for all day employees scheduled to work Monday through Friday. Saturday shall be observed as the holiday for all other employees including day employees temporarily assigned to a shift job.

When Christmas Day falls on Saturday and is observed on Friday, the December Twenty Fourth (24th) holiday shall be observed on the preceding Thursday for all day employees who are scheduled to work Monday through Friday. Friday shall be observed as the December Twenty-Fourth (24th) holiday for all other employees including day employees temporarily assigned to a shift job.

Section 2. An allowance equivalent to pay for regularly scheduled working hours not to exceed eight (8) at the employee's regular rate shall be paid for each of the holidays designated in Section 1 of this Article on which he/she does not work, provided such employee:

- a. Does not work on the holiday for the reason that the holiday occurs on one of his/her scheduled days of rest (an employee on vacation, leave of absence, or absent from work for one (1) week or more due to a shutdown of equipment or facilities or conditions beyond Management's control shall not be considered as having "scheduled days of rest" during such periods of absence); and
- b. Works on his/her last scheduled working day prior to the holiday and on his/her next scheduled working day following the holiday, except when the employee has been excused by Management from work because of personal illness, serious illness in his/her immediate family, or other unusual conditions.

**ARTICLE VII
OVERTIME PAY**

Section 1.

- a. The regular "workday" for employees shall begin at 12:00 midnight and end at 12:00 midnight the following day.
- b. The regular "workweek" shall begin at 12:00 midnight Sunday night and end the following Sunday night at 12:00 midnight.

Section 2. An employee's "regular rate" as used in this Agreement shall be calculated in accordance with the CT&O pay grid (Attachment A):

Section 3. Overtime pay at one and one-half (1.5) times the employees' regular rate of pay shall be paid:

- a. For hours worked consecutively which are in excess of eight (8) except when such hours are for the convenience of the employee.
- b. For hours worked on the first shift scheduled following a change in the employee's shift schedule made at the request of Management after the beginning of the workweek, provided such change does not increase the total number of hours originally scheduled in the workweek. However, changes in schedule made for the convenience of an employee, or for the convenience of the majority of employees involved, or because of the absence of the employee shall not be subject to this provision.
- c. When called in for emergency work and it is required to report to work in less than three (3) hours, a call-in allowance of three (3) hours pay at regular rate will be paid. When called in for emergency work and it is not required to report to work within three (3) hours, no call-in allowance will be provided. He/she shall be paid not less than the equivalent of three (3) hours' pay at his/her regular rate. The provisions of this Item shall not apply when the employee has received notification of such work prior to leaving the Plant.

Section 4. Overtime pay at two (2) times the employee's regular rate of pay will be paid for all hours worked on the seventh (7th) consecutive day worked in the workweek.

For the purpose of calculating the seventh (7th) consecutive day worked in the workweek, a day worked shall be any day on which the employee works his/her full schedule, or a day on which he/she has reported in person at the Plant for scheduled work and is sent home because of

lack of work, or during which an employee works any time and is excused for part of the day due to personal illness, illness or death in the immediate family, military service, military examination or jury duty.

When an employee is required to work immediately prior to or immediately following his/her regular shift and thereby works on his/her regularly scheduled day of rest, that day shall not be counted as an additional day worked unless the employee works four (4) or more hours on his/her regularly scheduled day of rest.

An employee who works consecutive hours which fall at the end and beginning of consecutive days of rest shall be credited with a day worked only for the day in which the greater portion of such hours worked falls. However, if the consecutive hours worked include two (2) or more hours in each day of rest, the employee shall be credited with a day worked on each day of rest.

In no case, however, shall an employee receive credit for more than one (1) day worked in any calendar day.

Section 5. An employee who works his/her full regularly scheduled weekly hours in accordance with the schedule in effect at the beginning of the workweek, or an employee who has been excused on one (1) or more workdays for not more than a total of eight (8) scheduled hours in the workweek, shall be paid overtime pay at one and one-half (1.5) times his/her regular rate of pay:

- a. For hours worked consecutively which are in excess of the regular daily schedule, except when such hours are for the convenience of the employee.
- b. For hours worked in any workday, at the request of Management, which are outside the hours scheduled for that workday, except as modified by Section 3, Items c. and d. of this Article. Such hours scheduled for that workday will be governed by the schedule in effect at the beginning of the workweek unless revised during the workweek, in accordance with Section 3, Item b. of this Article.
- c. For hours worked, at the request of Management, on a workday which is outside the employee's scheduled days of work in effect at the beginning of the workweek, provided such hours worked increase the total hours scheduled for that workweek.
- d. For hours worked on the first shift worked which provides less than twelve (12) hours of time off between work periods established in the employee's work schedule in effect at the beginning of the workweek provided, however, when scheduled hours in the employee's work period immediately prior to such short change are paid for under Section 5, Item of this Article, this Item d. shall not be applicable for a period equal to the number of hours so paid under Section 5, Item a. of this Article. The provisions of this Item d. shall not apply:
 1. When a short change results in payment under Section 3, Item b. of this Article; or
 2. When the scheduling of regular shift rotations involves such a short change; or

3. When the short change schedule is for the convenience of an employee or for the convenience of the majority of employees involved; or
4. When the short change schedule is made because of the employee's health, absence from work, or a requested transfer to a new assignment.

Section 6. The hours worked under Section 3, Items b. and c., and 5, Items b. and d. of this Article shall not be paid for at an overtime rate to the extent that such hours cause an employee to work consecutive hours in excess of eight (8).

Effective 9/1/2018, hours once paid for at an overtime rate in Items a, b, c, or d of this section shall not be used again in computing overtime for hours in excess of forty (40) in the workweek.

Section 7. An employee who has been excused for more than eight (8) scheduled hours in the workweek shall be paid his/her regular rate of pay for hours worked under the conditions set forth in Section 5, Items a, b, c, and d of this Article.

Section 8. The holiday hours paid for but not worked which fall in the employee's scheduled days of work shall be used in computing hours worked in excess of forty (40) in the workweek and in addition one short vacation day shall be counted as a day worked for the purpose of computing the seventh (7th) day worked in the workweek. However, premium pay will only be granted for hours actually worked on the seventh (7th) day.

The holiday hours paid for but not worked which fall on the employee's scheduled day of rest shall not be used in computing hours worked in excess of forty (40) in the workweek, nor shall these holiday hours not worked be counted to computing the seventh (7th) day worked in the workweek.

Section 9. When one and one-half (1.5), two (2), or two and one-half (2.5) time rates are paid for hours worked, such hours shall be considered as overtime hours. Any overtime rates payable in accordance with this Article shall not be offset against one another, except as provided in Section 6 of this Article, provided that where more than one overtime rate is applicable to the same hours of work, the overtime rates shall not be pyramided but only the highest single overtime rate applicable shall be paid.

Section 10. An employee scheduled or called in to work and who works two (2) hours or more immediately prior to his/her regular schedule will be allowed thirty (30) minutes with pay for the purpose of eating lunch, provided the employee remains on the Plant during such thirty (30) minute period

Section 11. An employee held over to work and who works two (2) hours or more immediately beyond his/her regular schedule and at each six (6) hour interval of continuous work thereafter, will be allowed thirty (30) minutes with pay for the purpose of eating lunch, provided the employee remains on the Plant during such thirty (30) minute period.

Section 12. An employee who works more than two (2) hours on an emergency call-in will be allowed thirty (30) minutes with pay for the purpose of eating lunch, provided the employee remains on the Plant during such thirty (30) minute period. If the employee's overtime work continues for sufficient time, he/she shall be allowed another such meal period at the completion of each six (6) hours of continuing work.

Section 13. An employee who is held over at the end of his/her regular work period shall have the option of stopping work at the completion of the job for which held over or continuing to work until a maximum of two (2) hours overtime pay is earned. However, should the employee elect to remain at work following the completion of the job for which he/she was held over, he/she may be given work other than that which he/she is regularly assigned.

Section 14. An employee shall not be required to take time off from his/her regular work schedule in order to offset any overtime hours previously worked in the workweek, except that no employee will be permitted to work in excess of sixteen and a half (16.5) hours in any twenty-four (24) hour period including hours paid to attend meetings, training sessions, drills, etc., unless an emergency condition exists. The sixteen and a half (16.5) hour period will start after being off the Plant six (6) hours or more following a normal eight (8) hour shift.

An employee who has worked sixteen and a half (16.5) hours in a twenty-four (24) hour period and is required to take time off, will not be paid for scheduled hours not worked, but may use a COE (Convenience of Employee) at a time in the same pay period mutually agreed to by the employee and supervision to make up the lost hours.

ARTICLE VIII INDUSTRIAL RELATIONS PLANS AND PRACTICES

Section 1. All existing privileges heretofore enjoyed by the employees in accordance with the following Industrial Relations Plans and Practices of the COMPANY and of the Plant shall continue, subject to the provisions of such Plans and Practices and to such rules, regulations and interpretations as existed prior to the signing of this Agreement, and to such modifications thereof, as may be hereafter adopted generally by the COMPANY or by the Plant to govern such privileges, provided, however, that as long as any one of these COMPANY Plans and Practices is in effect at any other Plant within the COMPANY it shall not be withdrawn from the employees covered by this Agreement, and provided, further, that any change in these Plans and Practices which has the effect of reducing or terminating benefits will not be made effective until one (1) year after notice to the UNION by the COMPANY of such change.

- Pension and Retirement Plan
- Special Benefits Plan
- Vacation Plan
- Service Emblem Plan
- Continuity of Service Rules
- Payment to Employees on Jury Duty
- Payment to Employees on State and National Guard Emergency Duty
- Treatment of Employees while Engaged in Peacetime Military Training
- Savings and Investment Plan
- Total and Permanent Disability Income Plan
- Short-Term Disability Plan
- Career Transition Financial Assistance Plan

Section 2. An employee's length of service for consideration of benefits under the COMPANY'S Industrial Relations Plans and Practices shall be his/her continuous service with the COMPANY as calculated in accordance with the COMPANY'S Continuity of Service Rules.

Section 3. In addition to receiving benefits pursuant to the Plans and Practices set forth in Section 1 above, employees shall also receive benefits as provided by the COMPANY'S BeneFlex Flexible Benefits Plan, subject to all terms and conditions of said Plan, provided, however, that as long as the Plan is in effect at any other Plant within the COMPANY, it shall not be withdrawn from the employees covered by this Agreement.

**ARTICLE IX
SENIORITY**

Section 1. Seniority is the length of time accrued by an employee from the first day of the last period of unbroken employment calculated and adjusted in the following manner:

a. The seniority of an employee shall be automatically terminated in case of:

1. Discharge for cause;
2. Voluntary quit;
3. Termination because of lack of work, provided, however:

(a) A former employee who is reemployed within one (1) year from date of termination shall regain his/her seniority accumulated prior to termination, or,

(b) A former employee who is reemployed within five (5) years but more than one (1) year after termination because of lack of work, who had one (1) or more years of seniority prior to the termination when he/she has accrued two (2) additional years of seniority following his/her reemployment.

The seniority a former employee had at the time of termination because of lack of work shall be used for the purpose of giving consideration to reemployment during the period of three (3) years after such termination. No seniority credit will be given for the period of time between termination and reemployment.

4. Absence in excess of sixteen (16) consecutive calendar days not covered by a leave of absence or otherwise excused by Management;
5. Failure to return to work following expiration of leave of absence.
6. An employee who is unable to report for work will notify his/her manager or a member of management prior to the first shift of absence. An employee who remains out of work, and fails to call their manager for three (3) consecutive working days, will lose all seniority rights, and will be separated from the company. The company will accept notification of an employee absence from a family member, significant other or treating medical professional.

b. The seniority of an employee shall be adjusted by deducting the following:

1. Time lost while on formal leave of absence without pay for reasons other than disability.
2. An employee whose break in length of service was cured by action of the COMPANY prior to July 1, 1957 shall be credited with the amount of seniority equivalent to the length of service credit of the cure.

Section 2. Employees who were in this bargaining unit as of January 5, 1949, shall for the purpose of this Article be credited with all seniority with the COMPANY in accordance with

Section 1 of this Article.

Employees entering this bargaining unit after January 5, 1949 shall for the purpose of this Article be credited only with the seniority accrued within this bargaining unit, except as provided in Section 9 of this Article. This seniority shall be calculated and adjusted in accordance with Section 1 of this Article.

Section 3. In matters affecting the status of employees in transfer, promotion, and demotion, within the unit, the following factors shall be given consideration:

- a. Seniority;
- b. Ability (skill, efficiency, specialized knowledge, and training);
- c. Demonstrated performance and qualifications for the position under consideration;
- d. Physical fitness of employees.

In cases where seniority is found to be the determining factor, it shall be applied in accordance with the remaining Sections of this Article and the Rules of Progression and Regression. A copy of such Rules of Progression and Regression shall be furnished to the UNION. Meetings to negotiate changes in the Rules of Progression and Regression shall be held not later than seven (7) calendar days following receipt of written notice by either party.

In cases where Management finds the candidates have approximately the same qualifications for the position under consideration as measured by b, c, and d, seniority shall be the determining factor. However, if Management finds that no qualified employee is available in accordance with the Rules of Progression and Regression, Management may transfer qualified employees or hire new employees to fill the vacancy. Such cases will be discussed with the UNION before the action is taken.

Section 4. In matters affecting termination because of lack of work and recall of former employees for reemployment, seniority shall be the primary factor, provided the factors set forth in Section 3 b, c, and d, of this Article, for the employees under consideration, are satisfactory to Management.

Section 5. The COMPANY, in making an offer of recall for reemployment, shall not be required to do more than give notice by registered mail to the last address supplied to the Human Resources by the eligible former employee and to hold open the opportunity for acceptance for a period of seven (7) calendar days following mailing of the notice, and time of actually starting work to a period of fourteen (14) calendar days after acceptance. A copy of the notice to the former employee shall be sent to the Secretary of the UNION. If the former employee fails to accept such offer of recall for reemployment, the COMPANY shall not be required to offer any additional recall to any position.

Section 6. During the first six (6) months of continuous employment with the COMPANY, an employee shall be considered as a probationary employee, but at the end of such period his/her seniority will be established as of his/her employment date within this unit. The Union does have the right to representation other than discharge for probationary employees.

During this probationary period of six (6) months, such employee, if transferred from the wage roll, may be returned to the wage roll, or if hired directly to the bargaining unit, he/she will be subject to termination and such action shall not be subject to the terms of this Agreement.

Section 7. Should the UNION present to Management a grievance concerning the promotion, demotion, transfer, termination because of lack of work, or reemployment of an employee, under the seniority provisions hereof, such grievance may be handled in accordance with the grievance procedure set forth in Article XI of this Agreement, provided such grievance is submitted in writing to Management within ten (10) calendar days of the action causing the grievance.

Section 8. When emergency conditions occur such as fires, material shortages, power facility failure, transportation difficulties, or other conditions beyond the control of Management, necessitating the curtailment of operations, a temporary reduction of force may be made without applying the demotion and termination provisions of this Article. In this event the COMPANY will review the matter with the UNION prior to making the plans effective.

Section 9. When an employee who has been or is transferred to a salary roll position within the Spruance Fibers organization which is outside the bargaining unit, as defined in Section 1 of Article I of this Agreement, is returned to the bargaining unit, he/she shall be credited with seniority he/she had previously accrued before being transferred outside the bargaining unit. In addition, such an employee shall be credited with seniority for all time spent on such positions, except security officers, outside the bargaining unit; provided, however, that in all cases of transfers to exempt salary roll positions on or after November 29, 1973, such seniority credit shall apply in situations involving termination because of lack of work or reemployment of former employees only. Such an employee who is returned to the bargaining unit shall be assigned a position in accordance with the applicable provisions of this Agreement on the basis of his/her seniority as adjusted under this Section 9.

Section 10. An employee involuntarily transferred from this bargaining unit to a wage roll assignment within the Spruance Fibers organization may exercise previously accrued seniority in the bargaining unit for return to this unit if qualified.

Section 11. Employees on positions which are reclassified to a higher salary classification will not thereby be subject to displacement by employees with greater seniority who are in positions in lower salary classifications.

ARTICLE X MISCELLANEOUS

Section 1. UNION Officers, Directors and Stewards, with prior permission of their supervision, may confer with Management and investigate grievances during their working hours without loss of pay. If the investigation requires the interruption of another employee or employees' work, prior permission of such employees' supervision must be obtained.

Section 2. Any employee who may be elected to an office or position in the UNION, which may require such employee to be absent from work with the COMPANY while on official UNION business shall be granted, if operating conditions will permit, an excused absence without loss of seniority and without pay for a period not to exceed two (2) weeks. No more than five (5) employees at a time shall be on such excused absence except that Management may under unusual conditions permit additional employees to be on excused absence. A total absence during the year for any one (1) individual shall not exceed three (3) months, nor shall the combined absence of all employees due to provisions of this Section exceed a total of nine (9) months.

Section 3. The COMPANY will grant an employee an allowance of the current-negotiated value toward the purchase of safety shoes bought through the Employee Sales, in each twelve (12) month period starting January 1 during the life of this Agreement. The unused portion of the

allowance may be carried over to the next year, but the account is not to exceed twice the annual allowance.

Section 4. An employee scheduled to work the 12-8 shift will, upon request, be rescheduled to work the day shift on the days of work in his/her schedule that he/she is required to serve on jury duty. An employee so rescheduled will not receive overtime pay under any other provision of this Agreement due to such rescheduling or when returning to his/her regular shift. An employee scheduled to work the 4-12 shift on a day when he/she is required to serve on jury duty until 2:00 P.M. shall not be required to work his/her 4-12 shift on that day.

ARTICLE XI GRIEVANCE PROCEDURE

Section 1. Should a grievance arise between the COMPANY and the UNION, or between the COMPANY and any employee, an earnest effort shall be made to settle promptly such grievance by following the sequence outlined in Section 3 of this Article.

Section 2. The UNION will select a committee of not more than five (5) employees, including a chairman, which shall constitute the Grievance Committee.

Section 3. It is understood that the aggrieved employee normally will attempt to secure settlement through his/her immediate Manager. In order to start a formal grievance process, the following steps will be followed:

FIRST, However, the aggrieved employee, within ten (10) days of discovery of the issue, will take the matter up directly with his/her UNION Area Director or Group Steward, who will attempt settlement of the dispute or the grievance through such immediate Manager. The direct line manager will provide a response within ten (10) calendar days.

SECOND, if the grievance remains unsettled or if progress towards settlement is not satisfactory, the Union Area Director will submit a written grievance to the Area Manager (equivalent or designee) within ten (10) calendar days of the First Line Manager's response. The Area Manager will respond in writing to the union representative within ten (10) calendar days of the grievance meeting.

THIRD, if the grievance remains unsettled or if the progress towards settlement is not satisfactory after ten (10) calendar days have elapsed following the response from management in Step Two, the matter may be referred by the UNION Grievance Committee to the appropriate Unit Manager. The Unit Manager will respond in writing to the union representative within ten (10) calendar days of the grievance meeting.

This shall be the last step of the grievance procedure except for grievances involving jurisdictional issues between bargaining units in which there shall be the following additional grievance step.

FOURTH, failing settlement or satisfactory progress towards settlement of jurisdictional issues after ten (10) calendar days have elapsed following presentation to the Unit Manager, the UNION Grievance Committee may refer the matter to the Plant Manager, provided such action is taken by the UNION Grievance Committee within ten (10) calendar days after presentation in the third step. The Plant Manager shall give their decision within ten (10) calendar days unless an extension of time has been agreed upon by both parties.

Section 4. An employee, or a group of employees not more than three (3) in number, may contact their UNION Area Director or Steward regarding grievances during their regularly scheduled working hours without loss of pay for such reasonable time as may be necessary to present such matters. It is understood that employees, before leaving their work assignment, will have the prior

permission of supervision.

Section 5. The COMPANY retains the right to discharge or suspend from work any employee for just cause. It is agreed that before discharge or suspension becomes effective the case will be reviewed with the UNION'S Area Director, or, in his/her absence, with an available UNION Director, who may submit the case to the Grievance Procedure.

Any grievance concerning discharge or suspension shall be submitted directly to the Plant Manager in writing within ten (10) calendar days following the COMPANY'S action. An employee who has been discharged may be present during this step of the Grievance Procedure should he or she so desire.

The UNION may, in accordance with Article XI of this Agreement, initiate arbitration of the question of whether or not a discharge or suspension was for just cause, provided that within thirty (30) calendar days following decision of the Plant Manager as provided in the Grievance Procedure, the UNION gives Management a written notice of the desire to arbitrate.

In case an employee is discharged or suspended and it is determined in accordance with the terms of this Agreement that his/her discharge or suspension was unjust, he/she shall be reinstated without loss of seniority and shall be compensated for time lost at his/her regular rate of pay based on his/her regular work schedule in effect prior to the discharge or suspension, provided, however, such period of payment shall not exceed one year.

ARTICLE XII ARBITRATION

Section 1. Any question as to the interpretation of this Agreement, or as to any alleged violation of the terms of this Agreement, which is not otherwise settled to the mutual satisfaction of the parties hereto, shall at the request of either party be submitted to arbitration.

Section 2. After the UNION and the COMPANY have executed the submission agreement, the party requesting arbitration shall request a panel of five (5) arbitrators from the American Arbitration Association (AAA). The UNION shall strike off one (1) name within a period of seven (7) calendar days following receipt of panel names and shall forward the list to the COMPANY who shall strike off one (1) name within seven (7) calendar days following receipt thereof. The remaining name shall be the arbitrator. The award by the arbitrator shall be final and binding on both the UNION and the COMPANY.

The expenses of the arbitration shall be borne equally between the COMPANY and the UNION.

Section 3. Arbitration of Discharge Cases

- a. The letter of intent to arbitrate shall be submitted by the UNION within thirty (30) calendar days of receipt of the Plant Manager's letter denying the grievance.
- b. The submission agreement shall be executed by the COMPANY and the UNION within fifteen (15) calendar days of submission of the letter of intent to arbitrate. A standardized submission agreement as agreed to by both parties will be utilized.
- c. An arbitrator shall be selected by the UNION and the COMPANY within seven (7) days after execution of the submission agreement. The arbitrator selected shall be requested to be available for hearing within one month

from the date of notification of his/her appointment. The COMPANY and the UNION shall make themselves available on the date(s) offered by the arbitrator provided that they are given at least fourteen (14) calendar days' notice. The UNION and the COMPANY may agree to waive this provision.

- d. A stenographic transcript of the entire arbitration proceeding shall be taken by a certified court reporter. Said court reporter shall be requested to furnish the original transcript to the Arbitrator within two (2) weeks after the hearing. If either party desires a copy of the transcript, the reporter shall furnish said copy provided the cost thereof is borne by the requesting party.
- e. Unless the COMPANY and the UNION agree otherwise, briefs shall be mailed to the AAA no later than three (3) weeks after receipt of the transcript.
- f. The arbitrator shall be requested to issue a decision no later than thirty (30) days after receipt of briefs.

**ARTICLE XIII
SUSPENSION OF PROVISIONS OF AGREEMENT**

If during the life of this Agreement there shall be in existence any applicable law or any applicable rule, regulation or order issued by Governmental authority which shall be inconsistent with any provision of the Agreement, such provision shall be modified to the extent necessary to comply with such law, rule, regulation or order.

**ARTICLE XIV
LIFE OF AGREEMENT**

Section 1. This Agreement shall continue in full force and effect until September 1, 2021, and from year to year thereafter unless at least sixty (60) calendar days prior to any expiration date either party notifies the other in writing of its desire to terminate on the expiration date of the contract term in which the notice is given.

Section 2. If either party desires to modify or change this Agreement at any expiration date, it shall, at least sixty (60) calendar days prior to such date, give notice in writing of the desire to modify or change. If notice to modify or change is given by either party, the Agreement shall be deemed to have been opened for bargaining on any or all provisions or on any new provisions. After the provisions of this Section 2 have been invoked, in the absence of termination pursuant to Section 1 of this Article, all the provisions of this Agreement shall continue in full force and effect unless and until modified in accordance with this Section.

Section 3. During the length of this Agreement, there will be no lockout by the Company, and no slowdown, work stoppages, or sympathy strikes by the Union.

IN WITNESS WHEREOF the COMPANY and the UNION, have caused these presents to be executed by their duty authorized representatives on the 18th day of October 2018.

DUPONT

By: Valerie J. Jacobs
Valerie Jacobs, Lead Labor Consultant

By: Andre Holmes
Andre Holmes, Human Resources

By: Darrin Meenach
Darrin Meenach, Site Training & Program Mgr.

By: Ida Harris
Ida Harris, Human Resources

AMPTHILL RAYON WORKERS, INC

By: T. Palmore
T. Palmore, ARWI President

By: Eric Irvin
Eric Irvin, ARWI Secretary

By: Kurt E. Palmore
ARWI CT&O Chairman

By: Jenni H. Hammock
ARWI CT&O Contract Committee

By: Rehinda C. McDowell
ARWI CT&O Contract Committee

By: Dana Sue Bryant
ARWI CT&O Contract Committee

ADDENDUM A

Technical Assistant Pay Grid			
	LEVEL 6 (WorkDay Group G)	LEVEL 7 (WorkDay Group H)	LEVEL 8 (WorkDay Group I)
MAX RATE	\$38.16	\$40.12	\$42.15
Increased Rate	\$30.35 (post verification)	5% increase from level 6	5% increase from level 7
Starting Pay	\$24.40		
* Max rate reviewed annually			

Clerical & Office Pay Grid		
LEVEL 4 (WorkDay Group D)	LEVEL 5 (WorkDay Group E)	LEVEL 6 (WorkDay Group F)
\$22.08	\$23.20	\$24.40
* Max pay rate = \$25.89		
* Max pay rate reviewed annually		

ADDENDUM B

TECHNICAL ASSISTANT PROGRESSION AGREEMENT

This agreement serves to supplement the September 1, 2018, Collective Bargaining Agreement (the "Agreement") for the CT&O bargaining unit by and between DU PONT, INC., on behalf of its Spruance Plant (the "Plant") and the AMPHILL RAYON WORKERS, INC (the "Union"). The parties agree to the following:

(Does not include the current level 7 TA jobs - Tyvek Production Planning and Site Fire Protection Inspector)

Entry Level

Pay - \$24.40.

Exceptions: Entry from P&M: \$30.35 with 15 years of service or greater.

An employee must demonstrate knowledge and skills (skills demos and/or written test) in the following areas within 12 months:

Requirements:

- » Proficient in electronic data management and communication tools. Today this is Microsoft Office Word; Excel; PowerPoint Basics
- » Basic Laboratory Skills
- » SAP/Shop Floor Basics (understand how to locate and move material)
- » Data analysis basics & elementary statistics (understanding of mean avg. and std. deviation and how to calculate)
- » Equipment and Hand Tool Basics
- » Job Specific Skills (unique to each assignment)
- » Satisfactory Performance in all aspects of Job
- » Failure to meet these requirements in set time frame will result in disqualification. Training required is the responsibility of employee

Base Level

Pay - \$30.35

Employees progress to this level after completion and demonstration (skills demos and/or written test) of all entry level requirements as listed above, but no sooner than 6 months.

Advanced Level

Pay - Candidates for Advanced Level will remain at Level 6 until completion of all Advanced Level requirements. Upon completion of each sub requirement, the candidate will receive a wage increase as indicated. Upon completion of all requirements, the candidate will advance to Level 7. Training required is the responsibility of employee.

Requirements:

Satisfactory Performance in all aspects of job

Minimum of 2 yrs. at Base Level (Do not need to wait this time period before starting training)

Complete green belt training and certification based on one project. (Applies to all jobs) Employee will receive a 4 % hourly wage increase upon certification

Upon certification candidate is expected to:

- » Help define development activities required to achieve program goals
- » Participate in DOE development
- » Perform statistical analysis of data
- » Ability to design and execute a gage R&R
- » Under minimal guidance, conducts measurements and technical experiments in response to internal and external customer requests to support the business
- » Recognizes erroneous or unexpected results, interprets and analyzes results and makes suggestions based on their analysis and conclusions.

- » Be the Expert in troubleshooting equipment; test methods and processes in their area of responsibility

Advanced PSM training enabling candidate to: (Applies to all Jobs)

Employees will receive a 3 % to hourly wage increase with demonstration of skills and abilities

- » Maintain their training documentation for their lab, or area of responsibility
- » Own the equipment in their area of responsibility by insuring all equipment is set up in SAP; that inspection frequencies/maintenance schedules are correct; assist in writing work orders; function as a lockout coordinator and track specific work orders and maintenance work
- » Assist/Write and update all SP's, SOP's and PSM documentation in their area of responsibility. Follow-up with the completion of all MOC's
- » Coordinate PSSR's and participate in first party audits of their area of responsibility.

Engineering Processes Knowledge (Drawings; BPF's; Documentum)

(Applies to Process Development and Plant jobs) Employee will receive a 2 % hourly wage increase with demonstration of skills and abilities

- » Provide input to design reviews
- » Able to obtain Drawing and BPF information from Documentum
- » Read, interpret and mark up drawings

OR

Industry Standard training enabling candidate:

(Applies to Applications and Product Development jobs) Employee will receive a 2 % hourly wage increase with demonstration of skills and abilities

- » Interpret, optimize, and practice industry standards, methodologies and analyses.

Once promoted based on demonstrated capabilities, failure to meet requirements will result in returning to step level they would be at if they had not received appropriate wage increase.

Failure by the Company to provide the listed training in a 3-year time span will cause the TA to promote without it.

If TA job does not entail one or more of the above criteria they will not be required to complete that step.

Progression to Level 8

TA's who possess exactly what is described below may immediately receive a 10% increase if moving from level 6, and a 5% increase if moving from a level 7.

- 2 yr. college degree or equivalent credits with the following included:

- » Math through Calculus
- » Two courses each in Physics and Chemistry
- » Two laboratory courses (or equivalent work experience)

*For details, reference TA Pay Progression Procedure (Revised Date 04/14/2016)

*Where "step" is referenced, it equals 1% increase