
Collective Bargaining Agreement

**Ampthill Rayon Workers, Inc. (ARWI)
Clerical, Technical & Office (CT&O)
&
DuPont Spruance Plant**

September 1, 2022 – August 31, 2028

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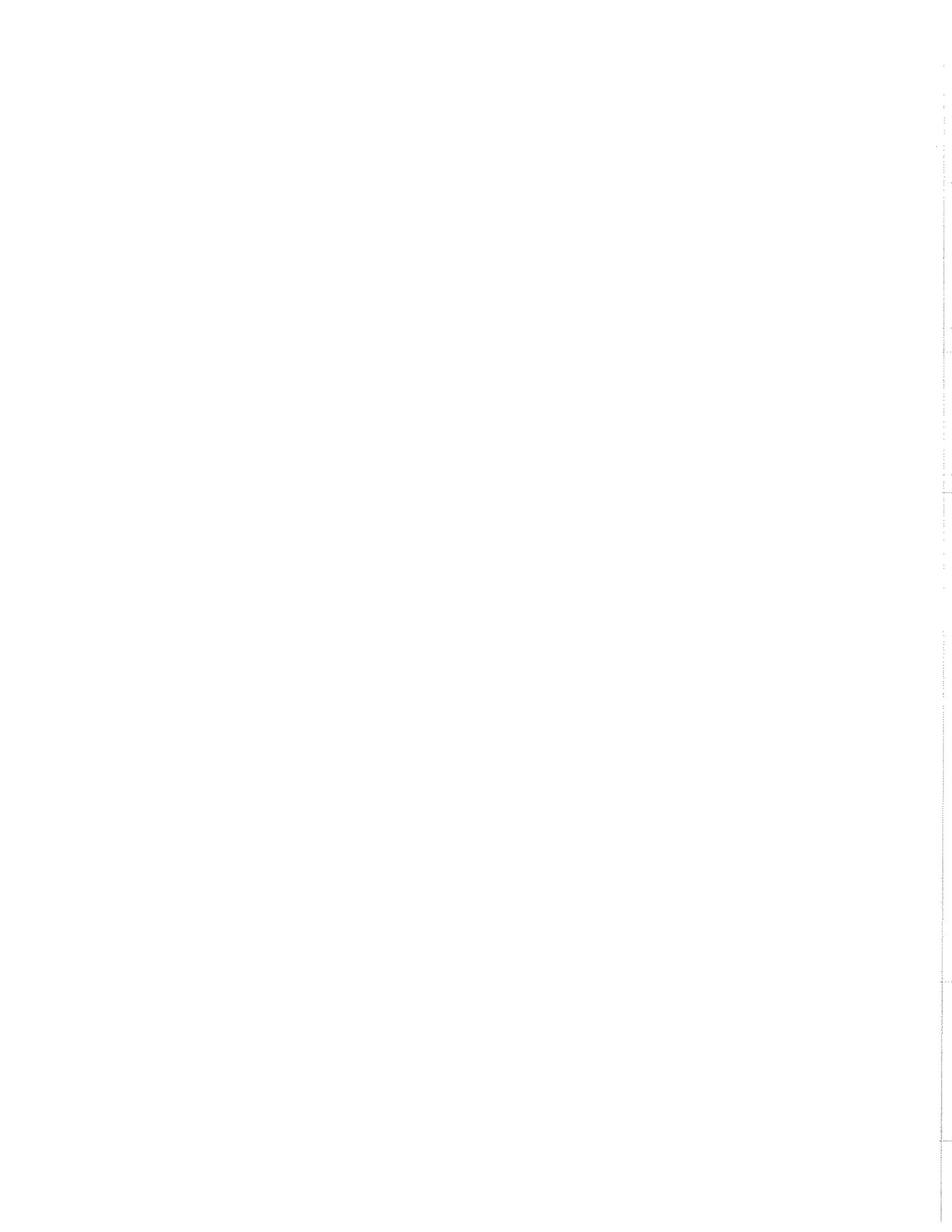
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ARWI CT&O COLLECTIVE BARGAINING AGREEMENT

Effective the 1st day of September, 2022, DUPONT, on behalf of its Spruance Fibers Plant located at Amphill, 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 (CT&O) 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 1 DEFINITIONS

Section 1. The unit of employees represented by the UNION is composed of the following job titles at the Spruance Plant:

Document Management System Specialist
Quality Control Administrator
Research Lab Clerk
Essential Materials Clerk
Packaging Specialist
Site Training Technician
Control Systems Technician
Technical Assistant (Lab Technician)

Employees who are actively employed within the bargaining unit on September 1, 2022, will not be subject to layoff due to lack of work for a period of three (3) years thru August 31, 2025. In lieu of layoff, the Company may reassign employees based on business needs.

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 Amphill, Chesterfield County, Virginia.

Section 4. A copy of job descriptions 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. The Company will meet with the Bargaining Unit Director and discuss input prior to modifying job descriptions.

ARTICLE 2 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 1 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. It is the intent and purpose of the parties that this Agreement supersedes all previous practices or understandings, oral or written, between the parties and constitutes the entire Agreement between the Company and the Union. Subsequent to the signing of this Agreement, any binding past practice between the parties, in order to be recognized as such must be in writing and signed by both parties.

ARTICLE 3 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, unilaterally, without bargaining: to plan, direct, and control all Company operations;

determine the number and types of employees to be hired and to determine the qualifications and competencies required of external applicants and employees to perform specific jobs; to install, relocate within the plant, or remove machinery; increase, decrease or change production equipment; introduce new and improved methods of business or performance of the work; change business or work practices; purchase materials from any source and introduce new methods; determine training methods and related requirements; to change products, or close, curtail, discontinue, transfer, sell, lease or liquidate the plant or any of its operations; determine work schedules, overtime, work duties, assignments and responsibilities of employees and evaluate competency; to modify job classifications or to add, remove or amend duties within job classifications; regulate quality and production; to conduct time and/or efficiency studies in operations; implement technological changes that may revise or eliminate job duties and cause the elimination or transfer of work; to establish or revise pay cycles; enforce and/or revise existing rules and policies; promulgate, revise and enforce new and reasonable rules and policies, including but not limited to, rules and policies relating to employee conduct, fatigue management, work performance, performance standards, absenteeism and tardiness, discipline, and safety; and hire, transfer, layoff, discipline, suspend, demote, or discharge employees for just cause.

Section 2: The Company retains the right to contract out any and all work, including work normally performed by the bargaining unit, as long as such contracting does not result in layoff of any bargaining unit employee. The Company has the right to transfer employees within the bargaining unit to avoid a layoff after discussion with the Union. The Company will discuss contracting out with the Union Director, including such topics as duration of the contract and the suitability of the work for assignment to the bargaining unit. Should contractors be required beyond the original time period discussed, the Company will re-engage the Union for discussions about the reasons and review Union suggested alternatives.

Section 3: Notwithstanding the termination of this Agreement, and until such time as a replacement Agreement is agreed to and implemented,

the management rights set forth in rights Agreement and the grievance process shall remain in effect as part of the status quo.

Section 4: The Company agrees to meet and confer with the Union on material changes to work schedules, policies and procedures and to consider input from the Union prior to making any changes.

ARTICLE 4 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"
Amphill, 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 Amphill 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 5 WAGES

Section 1. 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 2. 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 3. 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 4. Any employee reporting to work without having been properly notified that there will be no work, shall be given at least three (3) hours of meaningful work, or, if no work is available, shall receive no less than 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 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 their job and is therefore sent home.

Section 5. 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 6. An employee held over to work a full shift beyond their 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 7. A shift differential of \$2.50 per hour shall be paid an employee for work performed between the hours of 3 p.m. and 7 a.m. Shift differential shall not be subject to premium pay multipliers. Shift differential does not apply to scheduled evenings and nights not worked, such as for vacation and disability.

Section 8. 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 9. Detail Rate: If the employee is requested to perform work temporarily, for the period of a shift or longer, that would normally

qualify for a different rate of pay than the employee's normal base rate, the employee will be paid the higher of the rate of their current base rate and the rate of the role to which they are assigned. Transfers to a new role permanently or reevaluation of a job's rate do not qualify for a detail rate and should be reflected in a change in base rate, as is appropriate.

Section 10. Refer to Addendum A for general wage increases and maximum pay rates. Wage Increases will be effective the first day of the first pay period following September 1 for each year of the contract. Wage increases are subject to the maximum wage rates outlined in Addendum A and no employee shall receive a wage rate that exceeds the maximum rates. Where the general wage increase would cause an employee to exceed the maximum rate, the employee will receive a lump sum in lieu of the general wage increase.

ARTICLE 6 HOLIDAY PAY

Section 1. An employee who works on any of the following holidays occurring on their scheduled day of rest shall be paid overtime pay at two (2) times their regular straight time rate of pay for hours worked in addition to the holiday allowance set forth in Section 2 of this Article.

An employee who works on any of the following holidays shall be paid two (2) times their regular hourly rate of pay for the hours worked .

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 straight time rate shall be paid for each of the holidays designated in Section 1 of this Article on which the employee does not work, provided such employee:

- a. Does not work on the holiday for the reason that the holiday occurs on one of their 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 their last scheduled working day prior to the holiday and on their 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 their immediate family, or other unusual conditions.

ARTICLE 7 OVERTIME PAY

Section 1.

- a. The regular "workday" for employees shall begin at 12:00 midnight and end at 11:59 p.m. the same day.
- b. The regular "workweek" shall begin at 12:00 a.m. (midnight) Monday and end the following Sunday night at 11:59 p.m.

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

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

- a. For hours worked greater than forty (40) in any workweek.
- 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. Employees who are notified that they are required to report to work with less than 8 hours' notice will be provided a Call-in incentive of 3 hours of pay at their regular straight time rate and paid at 1.5 times their base rate for hours worked outside their scheduled hours. Employees who are held over (may be referred to as "forced") in connection with other worked time and who have not yet left the plant

when notified, are not eligible for the call-in incentive and premium pay. Employees who are asked to consult on the phone will be paid for the time of the call, but no guaranteed minimum will apply.

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

For the purpose of calculating the seventh (7th) consecutive day worked, a day worked shall be any day on which the employee works a minimum of 4 hours. An employee who works a minimum of 4 hours a day for 7 consecutive days will be paid at two (2) times their regular straight time rate for all hours worked on the 7th working day. Hours worked that cross the day divide are counted on the day the shift starts to determine 7th consecutive day eligibility. Hours worked are counted towards the 40-hours requirement for overtime eligibility. Non-working days such as vacation, holiday, etc., are not counted when determining 7th consecutive days.

When an employee is required to work immediately prior to or immediately following their regular shift and thereby works on their 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 their 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 four (4) 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. On the first shift worked which provides less than twelve (12) hours off between work periods based on the employee's work schedule which was in effect at the beginning of the workweek, the employee

shall be paid four (4) hours at their straight time rate in addition to hours worked.

Section 8. Holiday hours paid for but not worked shall be used in computing hours worked in excess of forty (40) in the workweek.

Section 9. When one and one-half (1.5) or two (2) times the regular straight time rates are paid for hours worked, such hours shall be considered as overtime hours. 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 their 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 their 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, they 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 their 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 they were

held over, they may be given work other than that which they is regularly assigned.

Section 14. An employee shall not be required to take time off from their 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 8 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.

Vacation Policy

Service Award Policy

Service Recognition Policy

Jury Duty Policy
Military Leave Policy
Retirement Savings Plan
Long Term Disability Plan
Short Term Disability Program
Career Transition Financial Assistance Plan
Bereavement Leave

Section 2. An employee's length of service for consideration of benefits under the COMPANY'S Industrial Relations Plans and Practices shall be their continuous service with the COMPANY as calculated in accordance with the COMPANY'S Service Recognition Policy.

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 Consolidated Health and Welfare 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.

Section 4. in addition, employees shall be entitled to the following discretionary benefit plans, programs and policies, as long as they are offered, and subject to the terms and conditions applicable to such benefits, plans and programs.

New-Parent Leave
DuPont Family Leave
Personal Leave
Adoption Assistance
Tuition Reimbursement
Dependent Care for Business Travel
Healthy Living Program
Rethink
Bright Horizons
Milk Stork
Nationwide Pet Insurance
Allstate Identity Protection

ARTICLE 9 SENIORITY

Section 1. Seniority is the length of time accrued by an employee from the date of entering this bargaining unit. This seniority shall be calculated and adjusted in the following manner:

- a. The seniority of an employee shall be automatically terminated and the employee will be separated from the company in case of:
 1. Discharge for cause;
 2. Voluntary quit;
 3. Termination because of lack of work, provided, however:
 - i. A former employee who is reemployed within one (1) year from date of termination shall regain their seniority accumulated prior to termination, or,
 - ii. 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 they has accrued two (2) additional years of seniority following their 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 seven (7) 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. The Company and the Union agree that reliable and timely attendance at work is a basic expectation of employment. Further to this expectation, an employee who is unable to report for work is expected to notify their manager or manager's designee prior to the

first shift of absence. Notification is required at least 3 hours prior to the start of the first shift of absence or as soon as practical after it is known to the employee. The Company will accept notification of an employee absence from a family member, significant other or treating medical professional under conditions where the employee is medically incapacitated. Repeated instances of untimely notification will be subject to progressive discipline.

7. 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.

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. Time spent employed by the Company in positions outside the bargaining unit, except as provided by Section 9 of this Article.

Employees entering this bargaining unit 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. When a vacancy exists within the bargaining unit as determined by the Company, it will inform the members of the job classification where the opening exists and allow them to express their interest in the opening. Interested employees will be given the opportunity to be interviewed and considered against the qualifications of the opening. In addition, the role may be posted to the site and or external to the site, The successful candidate will be selected based on the optimal qualifications and experience as determined by the Company.

Section 4. In matters affecting demotion or termination because of lack of work and recall of former employees for reemployment, seniority shall be the primary factor, provided ability (skill, efficiency, specialized knowledge and training), demonstrated performance and qualifications

for the position under consideration, and physical fitness of employees are satisfactory to Management.

Section 5. An employee selected into CT&O from the ARWI Production and Maintenance (P&M) bargaining unit that does not qualify on an assignment or whose seniority is terminated in CT&O due to lack of work, will be returned to the P&M group wherever their P&M seniority allows.

Section 6. 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 on file for the eligible former employee. The Company will hold open the opportunity for acceptance for a maximum period of seven (7) calendar days following mailing of the notice. If accepted, the re-employed employee must actually start work within 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 within seven (7) calendar days following mailing of the notice or does not commence re-employment within fourteen (14) calendar days after acceptance, the COMPANY shall not be required to offer the former employee any additional recall to any position.

Section 7. During the first nine (9) months of continuous employment with the COMPANY, an employee shall be considered as a probationary employee, but at the end of such period their seniority will be established as of their employment date within this unit. The Union does have the right to representation other than discharge for probationary employees. The probationary period may be extended by any period of approved continuous leave of absence.

During this probationary period, such employee will be subject to termination and such action shall not be subject to the terms of this Agreement.

Section 8. 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) business days of the action causing the grievance.

Section 9. 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 10. 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, they shall be credited with seniority they 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, 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 their seniority as adjusted under this Section 9.

Section 11. 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 12. 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 10 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 their schedule that they is required to serve on jury duty. A n employee so rescheduled will not receive overtime pay under any other provision of this Agreement due to such rescheduling or when returning to their regular shift. An employee scheduled to work the 4-12 shift on a day when they is required to serve on jury duty until 2:00 P.M. shall not be required to work their 4-12 shift on that day.

Section 5. The Company will keep the Site Administrative Manual on the Spruance intranet page. The Company agrees to meet and confer with the union on material changes.

ARTICLE 11 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 their immediate Manager. In order to start a formal grievance process, the following steps will be followed:

FIRST, However, the aggrieved employee, within ten (10) business days of discovery of the issue, will take the matter up directly with their 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) business 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) business days of the First Line Manager's response. The Area Manager will respond in writing to the union representative within ten (10) business days of the grievance meeting.

THIRD, if the grievance remains unsettled or if the progress towards settlement is not satisfactory after ten (10) business 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) business 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) business 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) business days after presentation in the third step. The Plant Manager shall give their decision within ten (10) business 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 their 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) business days following the COMPANY'S action. An employee who has been discharged may be present during this step of the Grievance Procedure should they or they so desire.

The UNION may, in accordance with Article 11 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 their discharge or suspension was unjust, they shall be reinstated without loss of seniority and shall be compensated for time lost at their regular rate of pay based on their regular work schedule in effect prior to the discharge or suspension, provided, however, such period of payment shall not exceed one year.

ARTICLE 12 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 their 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 13 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 14 LIFE OF AGREEMENT

Section 1. This Agreement shall continue in full force and effect until August 31, 2028, 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 duly authorized representatives on the 6th day of October, 2022.

DUPONT SPRUANCE PLANT

Andre Holmes,
Labor Relations Consultant

Ann Conradie,
Human Resources

Sharon Jindal, Labor
Relations CoE

Trey Roy,
Technical Manager

Elizabeth Jones,
Human Resources

**AMPTHILL RAYON WORKERS,
INC**

Daniel Johnson,
ARWI CT&O Chair

Nancy McMicken,
CT&O Contract Committee

Timothy Harris,
CT&O Contract Committee

April Wingo, ARWI
CT&O Contract Committee

Carl Smith, ARWI
President

Donald Irvin, ARWI
Executive Chair

ADDENDUM A

General wage increases in Table 1 will be effective the first day of the first pay period following September 1 for each year of the contract. Wage increases are subject to the maximum wage rates outlined in Table 2. No employee shall receive a wage rate that exceeds the maximum rates. Where the general wage increase would cause an employee to exceed the maximum rate, the employee will receive a lump sum in lieu of the general wage increase equivalent to the percentage increase beyond the maximum rate.

The maximum pay grids in Table 2 will take effect on the first day of the first pay period following September 1, 2022 and will remain in effect for the life of the Agreement. The pay grids may be reviewed annually.

Table 1: Annual General Wage Increases:

Year 1 Sept. 2022	Year 2 Sept. 2023	Year 3 Sept. 2024	Year 4 Sept. 2025	Year 5 Sept. 2026	Year 6 Sept. 2027
4%	3%	3%	3%	Wage Opener	Merit Increases

Table 2: Maximum Pay Grids

Administrative Assistant Pay Grid	
Min Entry Rate	Max Rate
\$24.40	\$32.54

Technical Assistant Pay Grid			
Min Entry Rate	Max Rate		
	Level 6	Level 7	Level 8
\$ 24.40	\$ 40.45	\$ 42.53	\$ 44.68
5% increase on individual base rate upon level qualification not to exceed the Max rate for the level			

Control Systems Technician Pay Grid			
Min Entry Rate	Max Rate		
	Level 6	Level 7	Level 8
\$ 32.00	\$ 40.45	\$ 43.48	TBD
5% increase on individual base rate upon level qualification not to exceed the Max rate for the level			

ADDENDUM B

Local Performance Based Compensation Plan (LPBC): Participation in LPBC for members of the bargaining unit effective September 1, 2022, with all of the terms and conditions of the Memorandum of Agreement dated February 2, 1999. The Union will not be able to opt-out of this agreement for the life of the contract.

