
Collective Bargaining Agreement

**Ampthill Rayon Workers, Inc. (ARWI)
Production & Maintenance (P&M)
&
DuPont Spruance Plant**

October 31, 2022 – August 31, 2028



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ARWI P&M COLLECTIVE BARGAINING AGREEMENT

Effective this 31st day of October, 2022, 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 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 production, and maintenance, hourly wage roll employees at the Plant included within the unit appropriate for collective bargaining purposes certified in an order of the National Labor Relations Board in cases Nos. 5-R-2724, 5-R-2773, 5-R-2791 bearing date of January 31, 1947, but excluding all employees classified as instructors, instructresses, security officers, Limited Service Employees, employees when working as relief supervisors and supervisors-in-training, and all supervisory employees set forth in said cases 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" 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" shall mean the Spruance Fibers Plant located at Ampthill, Chesterfield County, VA.

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 by any of their agents against any employee because of membership or non-membership in the UNION, and the UNION agrees there shall be no solicitation for membership or promotional UNION activity on COMPANY time.

Section 3. This Agreement constitutes the entire Agreement between the Company and the Union and supersedes all previous practices or understandings, oral or written, unless otherwise identified in this document as retained agreements. 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 part of this Agreement.

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: plan, direct, and control all Company operations; determine the number and type of employees to be hired and to determine the qualifications and competencies required of external applicants and employee to perform specific jobs; 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, and 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. All specific provisions of this Agreement remain in place and any changes to these provisions require agreement by the Union and the Company.

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 this 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 policies and procedures and to consider input from the union prior to making any changes.

ARTICLE 4 SUCCESSOR CLAUSE

Section 1. The Employer agrees that it will not sell, convey, assign, or otherwise transfer, using any form of transaction (collectively "Sale"), the plant applicable to the bargaining unit employees that is covered by this Agreement to any other party ("Buyer") unless the following conditions have been satisfied:

- a. The Employer will apprise the Buyer of the existence of this Agreement and give them a copy; and the name and contact information of the Union Business Representative; and will remind the Buyer to assure they meet any legal obligations they may have as a successor, including the duty to bargain.
- b. The Employer will arrange a meeting, prior to said Sale, of representatives of the Employer, the Buyer, and the Union.
- c. The employer agrees to bargain with the union over the effects of the sale of the business.

This section shall not apply to any Sale or other transactions solely between the Employer and its affiliates, or to a public offering of registered securities.

Section 2. Unless required by law, the Employer has the sole discretion to elect to provide notice to the Union of any proposed sale, conveyance, transfer, lease, assignment, consolidation, or merger that may materially impact the bargaining unit employees.

ARTICLE 5 PAYROLL DEDUCTION OF UNION DUES

Section 1. The COMPANY will deduct regular UNION dues from the wages 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 authorization shall be cancelled and deductions stopped in accordance with the provisions of such dues authorization forms 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. This report shall follow the guidelines as described in Addendum D.

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 month as dues beginning_____. This authorization shall be cancelled and deductions stopped by the COMPANY if:

I am no longer employed within 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 6 WAGES

Section 1. WORKWEEK and WORKDAY: The regular workweek starts on Monday at midnight (12:00 AM) through the following Sunday night at 11:59 PM. A workday is the calendar day and starts at midnight and ends at 11:59 PM the same day.

If working hours cross the day divide, working hours are assigned to the calendar day on which the shift that was worked started; or if scheduled for less than a full shift, working hours are assigned to the calendar day on which the scheduled block of time started.

The working hours of shift workers will be regularly scheduled in advance to cover the entire workweek, including Saturdays and Sundays. The working hours of day workers will be scheduled in advance, normally from Monday through Friday if the regular working schedule is forty (40) hours; the working hours of day workers will be scheduled in advance normally Monday through Saturday if the regular working schedule exceeds forty (40) hours per workweek. When the nature of the job necessitates, day workers will be scheduled for work on any of the days in the workweek. It will be the practice of the Company whenever the nature of the operation permits and whenever practical to schedule days of rest consecutively in the workweek.

Section 2. TIMEKEEPING: Employees have the responsibility of ensuring the accuracy of the time reflected in their timecard. This includes entering any deviation from their normal schedule, arrival time, or leaving time on their timecard in an accurate and timely manner prior to the closing of the pay period.

Section 3. BASE RATE (Hourly Rate): The Base Rate is the established rate (dollars per hour) for a job classification, excluding premium or supplemental payments. It is the minimum amount paid for an hour worked to an employee holding a particular job classification. Appendix A of this agreement establishes the job classifications and base rates for employees of the bargaining unit.

Section 4. A copy of hourly base rates and job classifications for all hourly roll employees covered by this Agreement and any subsequent revision of these rates and job classifications shall be furnished to the UNION by the COMPANY. A list of job write-ups from which such job classifications were made shall be made available to the UNION Officers and Directors at their request. When new jobs are to be established, the UNION shall be provided information in writing with respect to major duties and rates of pay. The UNION may request in writing a meeting with the Area Manager to review an individual's job classification, or the job classification of a group of individuals, to be held at a time mutually convenient to both parties. Such meeting shall be held not 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 following the review, the UNION is not satisfied, the UNION may submit the matter to the Grievance Procedure at the third step.

Section 5. DETAIL RATE: If the employee is requested to perform work temporarily, for the period of a shift or longer, which would normally qualify for a different rate of pay than the employee's regular 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. Permanent transfers to a new role 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 6. REGULAR RATE OF PAY (RROP): The RROP is calculated as the effective rate of pay for the week considering compensation paid at premium rates, such as shift differential, detail rate and 7th day pay. Overtime is not used in the computation of RROP. RROP may be equal or greater than the employee's base rate and may vary from week to week.

Section 7. REPORTING PAY - An employee reporting on time for work on a previously assigned working schedule of eight (8) hours or more shall be furnished with a minimum of eight (8) hours' available work, or eight (8) hours' pay in lieu thereof, unless notified not to report at least eight (8) hours prior to the time scheduled to report for work. If the previously assigned working schedule is less than eight (8) hours, the minimum hours of work to be furnished, or pay in lieu thereof, shall correspond with the number of hours scheduled, provided, however, not less than four (4) hours' pay at the employee's base rate will be paid.

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 8. LUNCH PERIOD – Thirty (30) minutes with pay shall be allowed for lunch purposes during each eight (8) hour shift worked to employees working oscillating or rotating shifts, the straight 4-12 or 12-8 shifts, and to employees assigned to the relief of such jobs except certain designated employees. These designated employees will be permitted to continue present practice of eating their lunch at the job site.

Thirty (30) minutes without pay shall be allowed for lunch purposes to employees not assigned to either oscillating, rotating or straight 4-12 and 12-8 shift assignments.

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.

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.

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 9. An employee who is called in to work and who works two (2) hours or more shall 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 10. BEREAVEMENT LEAVE – All regular, full-service employees are eligible to take bereavement leave in accordance with the provisions in this section. The maximum amount of bereavement leave depends on the relationship to the deceased family member. The Company may require verification of the relationship to the deceased family member. Up to five consecutive calendar days' bereavement leave is allowed for Spouse, Qualifying Domestic Partner, Child, Stepchild, Child-in-law, Domestic partner's child, Parent, Parent-in-law, Stepparent, Sibling, Stepsibling, Grandparent, or Grandchild. Up to one day is allowed for Sibling-in-law or Spouse's grandparent. Employees will be paid their base rate of pay for any regularly scheduled working hours missed during their bereavement leave up to the maximum allowed.

Section 11. WITNESS DUTY PAY - An employee required under a valid subpoena to appear in a court of competent jurisdiction as a witness shall be excused for the time their presence is required, provided that (a) Notice of upcoming Witness Duty and a valid subpoena are provided to the Company in advance; and, (b) Proof of attendance at, and the duration of such duty from the clerk of the court, is provided to the Company by the employee upon return from Witness Duty. Employees will be expected to report to work before and/or after Witness Duty when practicable. Employees will be paid their base rate for the hours excused during their regular work schedule. No pay will be granted under this provision when an employee is appearing as a plaintiff or defendant, nor in cases where the COMPANY is a party to the legal action or financially involved in the outcome.

Section 12. JURY DUTY PAY – See Site Administrative Manual J-1 Jury Duty.

ARTICLE 7 PREMIUM PAY

Section 1. HOLIDAY PAY ALLOWANCE: Holiday Pay provides an allowance equal to eight (8) hours of pay at the employee's base rate for holidays defined in Article 8, EXCEPT an employee will not be eligible for holiday pay in the following instances:

- (a) An employee who is scheduled to work on the holiday and does not work on that holiday for any unexcused reason, will not be eligible for holiday pay
- (b) An employee who is absent due to any unexcused reason on their last scheduled day before or first scheduled day after the holiday will not be eligible for holiday pay; or,
- (c) In the case of two consecutive holidays:
 - i. An employee who is absent for any unexcused reason on the last scheduled day before the first holiday and returns the next scheduled day after the second holiday, will receive holiday pay for the second holiday only;
 - ii. An employee works the last scheduled day before the first holiday and is absent for any unexcused reason the first scheduled day after the second holiday, will receive holiday pay for the first holiday only;
 - iii. An employee who is absent for any unexcused reason the last scheduled day before the first holiday and first scheduled day after the second holiday, they will not receive holiday pay for either holiday.

Holiday Pay Allowance Exception for US Personal Holiday: If an employee moved a US Personal Holiday from the designated date in Article 8 to another date, the original date designated in Article 8 becomes a regular workday for that employee and the employee will not be eligible for Holiday pay on the originally designated date.

Section 2. HOLIDAY PREMIUM PAY: Holiday Premium Pay applies to hours worked on a Holiday. Hours worked on any of the Holidays defined

in Article 8 will be paid at the Holiday Premium rate of two (2) times base rate for actual hours worked on the holiday. This is in addition to the Holiday Pay Allowance described in Section 1.

If working hours cross the day divide, working hours are assigned to the calendar day on which the shift that was worked started; or if scheduled for less than a full shift, working hours are assigned to the calendar day on which the scheduled block of time started.

Holiday Premium Pay Exception for US Personal Holiday:

- (a) If an employee moved a US Personal Holiday from the designated date in Article 8 to another date, the original date designated in Article 8 becomes a regular workday for the employee and the employee will not be eligible for Holiday premium pay on the originally designated date.
- (b) If an employee moved a US Personal Holiday from the designated date in Article 8 to another date, the employees is not eligible to work and receive holiday premium pay on the new date selected by the employee, unless forced over from the previous shift.

Section 3. SHIFT PREMIUM: A flat rate shift premium of \$2.50 per hour shall be paid for each hour of work performed between 3 p.m. and 7 a.m. Shift Premium is paid at a flat rate and shall not be subject to multipliers. Shift premium is not applied to non-working hours such as vacation, holidays, or disability.

Section 4. SEVENTH (7th) CONSECUTIVE DAY PREMIUM: Employees who work a minimum of four (4) hours per day for seven (7) consecutive days will be paid at two (2) times their base rate for all hours worked on the 7th consecutive day. Hours that cross the day divide are counted on the day the shift starts to determine 7th day eligibility. Non-working hours such as vacation, holidays, etc. Are not counted towards 7th day eligibility. Hours worked on the 7th day does count towards the 40-hour requirement for weekly overtime.

Section 5. CALL-IN INCENTIVE: Employees who are given less than eight (8) hours' notice to report to work ("called in") will be provided a Call-In incentive equal to 3 hours of pay at their base rate. 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.

Section 6. CALL-IN PREMIUM PAY: Employees who are called-in as defined in Section 5 above will be paid at one and one-half (1.5) times their base rate for all hours worked while called-in outside their regular schedule. Employees who are held over ("forced over") after worked time, are not eligible for call-in premium pay.

Section 7. PHONE CONSULTATION: An employee who is asked to consult on the phone will be paid for the time of the call, but no guaranteed minimum will apply. Time spent on a phone consultation counts as hours worked for the purpose of the 40-hour per week overtime eligibility requirement.

Section 8. SHORT CHANGE OF SCHEDULE ALLOWANCE: The Company will notify an employee of any changes to their regular schedule at least 12 hours prior to the change. If proper notice is not provided the employee will be paid a one-time allowance equivalent to four (4) hours at their base rate in addition to pay for hours worked.

Section 9. OVERTIME PAY: Overtime is defined as actual hours worked over 40 hours in a workweek. Eligibility for Overtime follows actual working hours and any non-working vacation or holiday hours which exceed 40 hours in the workweek. Overtime hours will be paid at one time (1x) the employee's base rate PLUS half times (0.5x) the Regular Rate of Pay (RROP) of the employee for the week.

Hours that count towards overtime eligibility:

- (a) Hours worked
- (b) Vacation hours paid
- (c) Holiday Pay Allowance
 - i. Holiday pay allowance 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.
 - ii. Holiday pay allowance paid for but not worked which fall in the employee's scheduled days of rest shall be used in computing hours worked in excess of forty (40) in the workweek.

(d) Non-Occupational Disability hours paid through December 31, 2022. As of January 1, 2023, disability hours paid will not count towards overtime eligibility.

Section 10. An employee shall not be required to take time off from their regular work schedule in order to offset any premium pay 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) consecutive hours or more. 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.

Section 11. Employees not reporting for previously scheduled overtime will not be eligible for pay.

Section 12. An employee who is held over at the end of his regular work period ("forced") shall have the option of stopping work at the completion of the job for which held over or continuing to work up to a maximum of two (2) hours. 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 are regularly assigned.

Section 13. PYRAMIDING PAY: There will be no pyramiding of pay. When more than one rate applies to the same hours, only the highest applicable rate for the hours will be paid.

ARTICLE 8 HOLIDAYS

Section 1 HOLIDAYS RECOGNIZED: The Company and the Union recognize the following days as Holidays applicable to bargaining unit employees:

New Year's Day
*President's Day

Good Friday (Day Schedule Employees) OR Easter Sunday (Rotating Shift Schedule Employees)
Memorial Day
*Third Friday in June
July Fourth
*First Friday in August
Labor Day
Thanksgiving Day
Day After Thanksgiving
December 24th
Christmas Day
*Denotes a US 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 who are 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.

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. US PERSONAL HOLIDAYS (“FLOATING HOLIDAYS”): US Personal Holidays may be scheduled to an alternate date other than the date designated in this article as follows:

- (a) Employees who wish to move a holiday designated as a US Personal Holiday from the designated date to another date, must do so during the annual vacation scheduling period prior to the beginning of the year.
- (b) US Personal Holidays may not be scheduled to another Plant Holiday or a day outside of the employee's regular schedule.
- (c) Once the US Personal Holiday is moved, the employee is expected to be off on the selected day
- (d) Employees working the day before their selected US Personal holiday may be forced over
- (e) US Personal Holidays may not be carried into the next calendar year
- (f) If a US Personal Holiday is not moved during the vacation selection period, it may not be moved and is locked in on the designated date
- (g) 12 hr. shift employees may use 4 hours of vacation (SV) or 4 hours of excused time off (AE) to the US Personal Holiday

(Note: Pay for Holiday Hours is addressed in Article 7)

ARTICLE 9 VACATION

Section 1. The Company's Vacation Plan supersedes the provisions of this Article, provided that changes to the Vacation Plan are subject to the provisions of Article 11 – Industrial Relations Plans and Practices of the ARWI (P&M) Collective Bargaining Agreement. Any change in the Policy 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.

Section 2. Eligibility - Fulltime bargaining unit employees hired by the Company will accrue vacation hours in accordance with the table below and the Company's Vacation Policy. An employee hired on or before December 31, 2006, continuously employed by the Company subsequent to December 31, 2006, and participating in the Vacation Plan on December 31, 2010, shall be eligible for 240 hours of vacation (accrued at the rate of 20.00 hours per month) in each calendar year upon attainment of thirty or more years of continuous service.

Vacation will not accrue during periods of layoff, work stoppage, or after the first thirty (30) calendar days of a leave of absence.

Years of Continuous Service	Days of Vacation per Year (Assuming 40-Hr/week schedule)	Hours of Vacation per Year	Hours Accrued per Month
1-5	15	120	10.00
6	16	128	10.67
7	17	136	11.33
8	18	144	12.00
9	19	152	12.67
10	20	160	13.33
11	21	168	14.00
12	22	176	14.67
13	23	184	15.33
14	24	192	16.00
15 and higher	25	200	16.67

Section 3. Vacation Pay - Vacation pay shall be calculated at the employee's base hourly rate. Employees whose regular schedule requires them to work one or more days each week relieving on a job of higher classification will receive the higher of the rate for a like number of days.

Section 4. Continuous Service: Continuous service is defined as the whole span of continuous service beginning with the first date the employee performed services for the Company or employers at the facility. This date is referred to as the employee's anniversary date and seniority date. For the purposes of this section, an employee's continuous service credit shall not be lost unless their or her seniority is lost in accordance with Article 12.

Section 5. Vacation Selection by Seniority: Vacation schedules will be created for the "day shift" and "rotating shift" and shall be governed by employee ARWI seniority. Vacation schedules must be finalized before December 31 of each year.

Section 6. Minimum Notice and scheduling procedures – Refer to Site Administrative Manual (SAM) V-1 Vacation Scheduling.

Section 7. Separation of Employment - In the event an employee is separated for any reason (including extended approved leave of absence, retirement, lay-off, resignation, disability, death, or discharge), the Company will pay to the employee, or to the employee's estate, an amount equal to any unused vacation benefits to which the employee was otherwise entitled at the time of separation. Separated employees who return to active employment prior to the loss of their seniority will accrue vacation benefits at their previous rate; however, they will not accrue hours during the period of separation

ARTICLE 10 FLEXTIME (COE)

Section 1. In accordance with current practices, excused absences up to 2 hr. may be granted by management. Day employees are permitted to modify their schedule to meet personal needs in lieu of using their vacation to satisfy the forty (40) hour workweek. Flex-time requests must be in advance and approved by the supervisor. The Company and Union agree this is a voluntary program, and at the employee's initiation only. Pay is not affected for late or early quits.

ARTICLE 11 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 existing 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 Plan

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 this 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 12 SENIORITY

Section 1. In matters affecting the status of employees in termination because of lack of work, transfer, promotion, and demotion, or

reemployment of former employees, the following factors shall be given consideration:

- (a) Applicable seniority;
- (b) Ability (skill, efficiency, knowledge and training);
- (c) Demonstrated performance and qualifications for the job 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 Job Progression. A copy of such Rules of Job Progression shall be furnished to the UNION. Meetings to negotiate changes in the Rules of Job Progression 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 job under consideration as measured by b, c, and d, seniority shall be the determining factor. But, if Management finds that no qualified employee is available in accordance with the Rules of Job Progression, 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 2. Seniority (except Plant Seniority as defined in Section 4-a of this Article) is the length of time accrued by an employee from the first day of the last period of their unbroken employment in the bargaining unit, calculated and adjusted in the following manner:

- (a) The seniority of an employee and employment with the Company shall be automatically terminated in case of:
 - 1. Discharge for cause;
 - 2. Voluntary quit;
 - 3. Termination because of lack of work; provided, however, a former employee who is reemployed shall regain the seniority they had accumulated prior to the termination. No seniority credit will be given for the period of time between their 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 three (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 provider 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 in excess of three (3) months for reasons other than termination because of lack of work, except no deduction shall be made while the employee is carried on the Personal Injury Roll;

2. Time worked on assignments within the Spruance Fibers Plant which are not included in the bargaining unit, except as provided for in Section 8 and 9 of this Article. Employees on such assignments may exercise previously acquired seniority for job placement in the unit, if qualified.

3. Time necessary, where there has been a scheduled termination because of lack of work of a group, to maintain the employees' relative seniority positions prior to termination, provided there is a delay in the termination dates or reemployment dates of one (1) or more employees in the group.

Section 3. During the first **9 months** of continuous employment an employee shall be considered as a probationary employee, but at the end of such period their seniority will be established as of their hiring date. The probationary period will be extended by any period of 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, except when an employee is terminated for excess disability during the last 4 months of the probation period will have the ability to arbitrate that decision.

The Company has the right to discharge an employee during their probationary period with or without just cause, and without recourse by the Union or by such probationary employee to the grievance procedure of this Agreement. The Union does have the right to representation other than discharge.

The discipline is the responsibility of the Company and to that end, the Company has the right to discipline or discharge employees, who have completed their probationary period, for just cause. The Company will offer Union Representation during all disciplinary action meetings or formal investigations which could result in disciplinary action of employees covered by this agreement. If the employee declines Union representation, the Company will provide notification of any disciplinary action taken.

Section 4. In the application of seniority, recognition shall be given to Plant Seniority, Section Seniority and Departmental Seniority. Such types of seniority shall be determined as follows:

- (a) Plant Seniority to be added, or accrued shall be the seniority acquired in the bargaining unit, calculated and adjusted in the following manner:
 - 1. The Plant Seniority and employment of an employee shall be automatically terminated in case of:
 - i.) Discharge for cause;
 - ii.) Voluntary quit;

- iii.) Termination because of lack of work, provided, however, a former employee who is reemployed shall regain their seniority accumulated prior to termination.
 - iv.) 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.
 - v.) Absence in excess of seven (7) consecutive calendar days not covered by a leave of absence or otherwise excused by Management;
 - vi.) Failure to return to work following expiration of leave of absence.
2. The Plant Seniority of an employee shall be adjusted by deducting the following:
- i.) Time necessary, where there has been a scheduled termination because of lack of work of a group, to maintain the employee's relative seniority positions prior to termination, provided there is a delay in the termination dates or reemployment dates of one (1) or more employees in the group;
 - ii.) Time lost while on formal leave of absence without pay for reasons other than disability.

3. An employee who heretofore or hereafter transferred from the bargaining unit to an assignment on the Spruance Fibers Plant shall, if later returned to the bargaining unit, be credited with the time worked on such assignment in the calculation of Plant Seniority.

An employee transferred from the bargaining unit on or after February 1, 1995, and who is later returned to a job within the bargaining unit shall use only Plant Seniority acquired while in the P&M bargaining unit to bid in the Job Movement System.

- (b) Section Seniority is an employee's seniority in one of the Sections listed in Exhibit "A" of the Rules of Job Progression and is calculated and adjusted in accordance with Section 2 of this Article. _
- (c) Departmental Seniority is an employee's seniority in one of the Departments of the Mechanical Section listed in Exhibit "A" of the Rules of Job Progression and is calculated and adjusted in accordance with Section 2 of this Article.

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 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 the mailing of the notice. If accepted, the re-employed employee must actually start work within 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 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 them any additional recall to any job.

Section 6. When a "temporary" vacancy is filled by assigning an employee of a lower wage classification, such employee shall normally be from the same particular shift and Plant operating unit including the Power Operations Section but excepting the Mechanical Section. In the Mechanical Section, the employee shall normally be from the same Plant operating unit working group.

A temporary vacancy may be filled by assigning an employee of the same or higher wage classification from any Plant operating unit which has an excess of employees in the same or higher wage classification. In making such temporary assignments, Section Seniority will be considered, but it is recognized that in making temporary assignments the promotion, demotion, and transfer provisions of this Article shall not apply. An employee on such "temporary" assignment shall not acquire seniority on the temporary job but shall accrue seniority in their "regular" classification.

Where the word "temporary" is used in this Section it shall mean a period not exceeding **six months** unless an extension is agreed upon by the UNION and the COMPANY.

Section 7. Promotions to supervisory positions, or transfers to positions outside the bargaining unit, shall be solely a function of Management and shall not, therefore, be the basis of a dispute between the UNION and the COMPANY. An employee promoted or transferred to a position outside the bargaining unit shall cease bargaining unit work on the effective date of the promotion or transfer.

Section 8. An employee promoted from the bargaining unit to a salary roll supervisory position, and who is later returned to a job within the bargaining unit shall receive seniority credit for all types of seniority previously accrued within the bargaining unit. In addition, they shall be credited with Plant Seniority while on the salary roll supervisory job.

An employee promoted to a temporary or relief wage roll supervisory assignment shall continue to accrue all types of seniority on their previous job in the bargaining unit.

The placement of a supervisory employee demoted to a job within the bargaining unit will be determined by the above accrued seniority.

An employee promoted from the bargaining unit to a salary roll supervisory position on or after February 1, 1995, and who is later returned to a job within the bargaining unit shall use only Plant Seniority acquired while in the P&M bargaining unit to bid in the Job Movement System.

Section 9. Employees on jobs which are reclassified to a higher wage classification will not thereby be subject to displacement by employees on other jobs of lower classification with greater seniority.

Section 10. When emergency conditions occur such as fires, material shortages, power facility failure, transportation difficulties, or other conditions beyond the control of Management, necessitating 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 11. The COMPANY agrees to notify the Secretary of the UNION and the UNION Area Directors in writing of any promotions or transfers or demotions occurring in their respective areas as they become effective.

Section 12. In case working crews are to be regularly increased or reduced by Management, the matter, before a change is made, will be reviewed with the UNION Area Director, or in their absence with the alternate Director or an Officer of the UNION.

Section 13. Should the UNION present to Management a grievance concerning the promotion, demotion, transfer, termination because of lack of work, or reemployment of a former employee, under the seniority provisions hereof, such grievance may be handled in accordance with the Grievance Procedure set forth in Article 15 of this Agreement, provided such grievance is submitted in writing to Management within ten (10) regular business days of the action causing the grievance. If Management thus finds the aggrieved employee was denied a promotion contrary to the seniority provisions, they shall receive such promotion with adjustment in seniority and pay. The employee incorrectly promoted may be returned to their former job and applicable rate.

Section 14. The jobs listed in Exhibit "B" of the Rules of Job Progression are "preferred jobs." Vacancies occurring in preferred jobs shall be filled in accordance with the provisions of Section 1 of this Article, as supplemented by Exhibit "B" of the Rules of Job Progression. Employees on preferred jobs will accumulate all applicable seniority and shall be eligible for promotions when vacancies exist within their Section based on their seniority and on their request to the Human Resource Office.

Transfers of employees to jobs in different Areas of the Product Section or to another Section shall be made in accordance with the transfer provisions of Section 1 of this Article and the Rules of Job Progression from those employees who file Job Transfer Request Cards with the Human Resource Office for a job in a different Area or Section. Employees may file Job Transfer Requests for transfers with the Human Resources Office at any time. Employees with Job Transfer Request Cards on file as of 8:00 A.M. on the monthly Job Transfer cut-off date will

be considered in filling job vacancies. If no qualified employee has applied for a transfer, then such job vacancy will be filled in accordance with the Rules of Job Progression.

Section 15. Seniority rosters showing an employee's applicable seniority for their present job in their particular Section will be furnished to the UNION Directors quarterly.

The seniority record of each employee will be maintained in the office of the Personnel Services Supervisor and will be available to the Officers and Directors of the UNION during the established working hours of the Human Resource Office.

The dates shown on the employee's seniority record in the office of the Human Resource Supervisor on the date this Agreement is signed shall be accepted as official by both parties and the dates shall not be changed except by agreement between the COMPANY and the UNION.

ARTICLE 13 MAINTENANCE

Section 1. Minimum Head Count: The Company agrees to maintain a minimum maintenance head count of eighty-five (85). However, the Company will not be obligated to fill open positions if the number goes below eighty-five (85) as a result of a lack of business, storms, floods, fires or other natural disasters, plant shutdown, unavailability of power, significant reduction of volume, work stoppage, labor dispute or loss of product line.

Area MET's will maintain all current training and skills. A minimum of 11 MET's will remain in CLEG. The following skills will be maintained in CLEG to the extent needed by the operation: Hook-and-Ladder, RV, Steam Trap, Asbestos, Welding, Machining, Sheet Metal and Carpentry.

Section 2. TURNAROUND (TAR) SCHEDULES: A TAR is defined as a scheduled outage for the purpose of planned maintenance (a pitstop, breakdown, or unplanned outage is not considered a TAR). During a TAR, the Company may implement twelve (12) hour working shifts for maintenance employees on 8-hour shifts, for the purpose of providing twenty-four (24) hour coverage.

TAR Shifts are defined as twelve (12) consecutive hours worked during the following hours:

7:00 A.M. to 7:00 P.M. ("Day Shift")

7:00 P.M. to 7:00 A.M. ("Night Shift")

The Company may implement one or both of the defined shifts for the duration of the TAR.

The Company will notify employees of scheduled TAR shift changes at least forty-five (45) calendar days in advance of the start of the scheduled TAR. If proper notice is not provided, the affected employee(s) will receive an allowance equivalent to four (4) hours of pay at their base rate.

This section will not apply to unscheduled outages. In the case of unscheduled outages, the Company may canvass employees to work twelve (12) hours shift in accordance with ARWI P&M maintenance overtime procedure.

Section 3. LOANING OF MECHANICS: The Company may assign employees to duties outside of their business area (e.g., Kevlar, Nomex, Tyvek) as set forth below:

- (a) If a labor request is made from a business area for temporary support from METs from another business area, management in the business area where the METs are being loaned from has the discretion to designate any MET, without consideration of seniority, to fulfill the request up to a maximum of 14 calendar days. This period may be extended only with the agreement of the Union.
- (b) If the requesting business area's request is for more than 14 calendar days, it will be filled by the most senior volunteer, or, if there are no volunteers, by the least senior MET from the sending area after the 14-calendar day period.
- (c) During a scheduled Turnaround (TAR), METs may be loaned from business to business for the duration of the TAR in accordance with seniority provisions (most senior volunteer, or least senior forced if there are no volunteers).

Employees who are loaned to another area shall be placed on that area's overtime roster for additional hours of work

Section 4. ON-CALL METs: The Company may require up to two (2) METs per business unit (i.e., Tyvek, Nomex, and Kevlar) to be "On-Call" for a particular Saturday, Sunday, and/or holiday for 24 hours each day, midnight to 11:59 pm the same day. Employees On-Call will be subject to the following conditions:

1. On-Call employees will be selected in accordance with the area overtime roster referenced in the Spruance Mechanical Overtime Policy and Procedure with respect to volunteering or being forced to be on call. If there are not enough volunteers to fill the required on-call opportunities, employees may be forced to cover the required slots.
2. Employees may volunteer for the entire weekend period being solicited (weekend or weekend plus holiday) or individual days during the weekend/holiday.
3. On-Call employees will provide the Company with a reliable means of direct contact where they can be reached.
4. On-Call employees will be paid an allowance of \$100 for each day on call. In addition, if they are called in and report to the site:
 - (a) They will be paid a call-in incentive equivalent to three (3) hours at their base rate;
 - (b) All hours worked will be paid at one and one-half times (1.5x) the applicable rate of pay. No minimum work hours are guaranteed.
5. On-Call employees will be the first employees solicited for Call-In Overtime in their business unit.
6. On-Call employees must report to the facility within ninety minutes of being called in.
7. An employee who fails to respond to calls without substantial cause may be subject to disciplinary action and shall forfeit any on-call compensation for that day.
8. On-Call employees must notify their maintenance group leader or designee immediately of any health or other emergency that would

prevent them from responding, prior to being called. Employees who notify supervision that they are unable to report due to illness or injury will be removed from the On-Call List and shall forfeit any on-call compensation for that day.

9. Scheduling of On-Call resources are at the discretion of the business unit. Nothing requires the Company to schedule any On-Call resources on any particular weekend day or holiday.
10. The Company has the right to cancel any On-Call assignment with proper notice. The Company will provide oral notice to the affected employee(s) as soon as practical, but no later than 4 PM the day prior to the beginning of the assignment. If proper notice is not provided, the employee will remain on On-Call and be eligible for On-Call compensation.
11. Nothing precludes the Company from requiring employees who are On-Call to respond to emergencies in areas outside their business unit (i.e., Tyvek, Nomex, and Kevlar).
12. Six (6) months after implementation, the Union and Company shall meet to discuss how well the On-Call process has worked, including any issues with administration, work assignments or safety. Any changes to this Section shall require mutual agreement.

ARTICLE 14 MISCELLANEOUS

Section 1. The COMPANY shall provide smoking areas and upon request of the UNION shall extend such privileges where, in the judgment of the Plant Management, such privileges would be consistent with good safety, fire and operating conditions. Effective January 1, 2019, the site will be tobacco free.

Section 2. Recognizing the technical nature of the COMPANY'S operations, the UNION acknowledges the COMPANY'S right to employ and retain individuals with technical training in such capacity as Management deems desirable. However, any such employee (student operator, etc.) being trained in the Plant areas shall not prevent an employee not technically trained from gaining a promotion in such capacity as they normally would receive under Article VIII. Such

technically trained employee shall take their normal seniority position if they are removed from their special position.

Section 3. 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 from work of another employee, prior permission of the employee's supervision must be obtained.

Section 4. AGED, ILL, OR INJURED EMPLOYEES - Management will continue its present practice with respect to an employee who, because of age, illness, or injury, has become incapable of properly performing their usual work; viz., such employee may be transferred, in accordance with the Rules of Job Progression covering disabled employees, to such other work on the Plant which, in the opinion of Management, the employee is capable of performing. Every practicable effort will be made to make necessary placement and adjustment for the purpose of assuring continued retention of the employee so transferred with a minimum adjustment in rate. The UNION shall be notified in advance of such placements. This provision shall not be construed as a guarantee of employment.

Section 5. The established Plant practices with respect to providing clothing for employees, in effect on the day this Agreement is signed, shall be continued until further notice, reserving, however, the right of either party to review these practices at any mutually convenient time. A meeting for review shall be held not later than seven (7) calendar days following receipt of notice for a review. The COMPANY will grant an employee an allowance of the current negotiated value toward the purchase of safety shoes they buy through the Employee Sales, in each twelve (12) month period starting January 1, during the life of this Agreement.

Section 6. 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 six (6) 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 individual shall not exceed three (3) months, nor shall the combined absence of all employee's due to provisions of this Section exceed a total of nine (9) months.

Section 7. Where, due to the nature of materials handled, employees are expressly required by Management to engage in specified precautionary activities, in preparation for lunch or for work following lunch, such employee shall be granted time for the performance of said precautionary activities as shall be determined by Management.

The COMPANY will transfer, from the Product Section only, qualified P&M Unit employees who apply for job openings in the Office and Technical Sections. Plant Seniority will be used.

An employee transferred from the bargaining unit on or after February 1, 1995, and who is later returned to a job within the bargaining unit shall use only Plant Seniority acquired while in the P&M bargaining unit to bid in the Job Movement System.

Section 8. Supervision will not perform production or maintenance work ordinarily done by employees covered by this Agreement, except they may perform such work in the interest of safety or in the preservation of COMPANY property or in the performance of duties such as instruction, training, work during emergencies or for the purpose of investigation, inspection, experimentation and obtaining information when production or equipment difficulties are encountered.

Section 9. Water Lab Schedule 7 - Monday through Sunday Days (8:00 A.M. - 4:30 P.M.) with Rotating days off.

ARTICLE 15 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 regular business days (not including weekends) 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) regular 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) regular business days of the First Line Manager's response. The Area Manager will respond in writing to the union representative within ten (10) regular business days of the grievance meeting.

THIRD, if the grievance remains unsettled or if the progress towards settlement is not satisfactory after ten (10) regular 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) regular 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) regular 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) regular business days after presentation in the third step. The Plant

Manager shall give their decision within ten (10) regular 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) regular 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 so desire.

The UNION may, in accordance with Article 16 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 16 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.
- (c) An arbitrator shall be selected by the Union and the Company within seven (7) regular working days, excluding weekends and plant holidays, after execution of the submission agreement. The arbitrator selected shall be requested to be available for hearing on a date mutually agreed upon by the Company and the Union. The Company and the Union shall make themselves available on the date(s) agreed upon.
- (d) 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.

- (e) A 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.
- (f) 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.
- (g) The arbitrator shall be requested to issue a decision no later than thirty (30) days after receipt of briefs.

ARTICLE 17 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 18 NO LOCKOUT/NO WORK STOPPAGE

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.

ARTICLE 19 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 this Agreement, in which event the Agreement shall 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 termination 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.

IN WITNESS WHEREOF the COMPANY and the UNION have caused these presents to be executed by their duly authorized representatives on the 10th day of November 2022.

DUPONT SPRUANCE PLANT

For the Company:

Andre L. Holmes
Labor Relations Consultant

Ann Conradie
Human Resources Consultant

Steve Keilholz
Maintenance Group Leader

John Shiflett
Nomex Area Leader

Sharon Jindal
Labor Relations CoE

Elizabeth Jones
Site HR Lead

ARWI P&M Union

For the Union:

Donald O. Roney
ARWI Bargaining Committee Chair

Michael Shirley
ARWI Bargaining Committee Vice Chair

Tremaine Greene
ARWI Bargaining Committee

Ryan Jenkins
ARWI Bargaining Committee

Carl Smith
ARWI President

Roger Durbin
ARWI Vice President

ADDENDUM A

WAGES

Production		% Increase	3.50%	4%	3%	3%	3%
Job Title	Step	2022 Pay Rate	Nov '22	Sep '23	Sep '24	Sep '25	Sep '26
FMO	Step 1	\$20.16	\$20.87	\$21.70	\$22.35	\$23.02	\$23.71
FMO	Step 2	\$21.22	\$21.96	\$22.84	\$23.53	\$24.23	\$24.96
FMO	Step 3	\$22.29	\$23.07	\$23.99	\$24.71	\$25.45	\$26.22
PMO	Step 4	\$29.71	\$30.75	\$31.98	\$32.94	\$33.93	\$34.95
PMO	Step 5	\$31.31	\$32.41	\$33.70	\$34.71	\$35.75	\$36.83
PMO	Step 6	\$32.90	\$34.05	\$35.41	\$36.48	\$37.57	\$38.70
CPO	Step 7	\$37.14	\$38.44	\$39.98	\$41.18	\$42.41	\$43.68
CPO	Step 8	\$38.20	\$39.54	\$41.12	\$42.35	\$43.62	\$44.93
CPO	Step 9	\$39.26	\$40.63	\$42.26	\$43.53	\$44.83	\$46.18

Wage
Opener

Production		% Increase	3.5%	1.5%	3%	3%		
Job Title	Step	2022 Pay Rate	Nov '22	Sep '23	Sep '24	Sep '25	Sep '26	Sep '27
PMO	Grandfathered	\$33.71	\$34.89	\$35.41	\$36.48	\$37.57	\$38.70	Wage Opener

Production		% Increase	1.55%	1.55%	1.55%	1.55%	1.5%	
Job Title	Step	2022 Pay Rate	Nov '22	Sep '23	Sep '24	Sep '25	Sep '26	Sep '27
PMO	Grandfathered	\$35.85	\$36.41	\$36.97	\$37.54	\$38.12	\$38.70	Wage Opener

Maintenance		% Increase	3.50%	+	4%	3%	3%		
Job Title	Step	2022 Pay Rate	Nov '22	Jan '23	Sep '23	Sep '24	Sep '25	Sep '26	Sep '27
MET	(B)	\$37.57	\$38.88	\$39.38	\$41.48	\$42.72	\$44.01	\$45.33	Wage Opener
MET	(A)	\$41.43	\$42.88	\$43.38	\$45.64	\$47.00	\$48.41	\$49.87	
Planner	Planner	\$44.66	\$46.22	\$46.72	\$49.11	\$50.59	\$52.10	\$53.67	

ADDENDUM B

The Parties agree to keep the following collectively bargained documents and policies in full force and effect during the life of this agreement, however, changes to these policies and procedures may be bargained to impasse during the contract term.:

- D-2 Short Term Disability Reporting Policy
- D-7 Disciplinary Procedure
- R-1 Rules of Job Progression
- S-3 Snow Inclement Weather Emergency Procedure
- U-2 Union Management Business – ARWI
- U-5 Union Representation
- V-1 Vacation Scheduling
- Updated version of Operator Skill Paths
- Class A Sheet Metal Qualification Policy MOU
- Class A Welder Qualification Policy MOU
- Crane Operator Qualification Policy MOU
- Hook and Ladder Shop MOU
- Mechanical Tool Shop MOU
- Mechanics moving from one craft to another MOU
- Non-Process Infrastructure Maintenance MOU
- Relief Valve Shops MOU
- Machine Shop Qualification MOU

ADDENDUM C

PREFERRED JOB REQUEST MOVE SYSTEM (PJR)

1. Personnel in Maintenance may apply for transfers to vacancies within Maintenance at any time.
2. An employee must have the appropriate electronic request form on file to be considered for a job opening.
3. The request forms will be used to change crafts, change areas, or change shifts.
4. The last Friday of every month will be considered as the cutoff date for the month.
5. The most senior maintenance employee with a request on file will be granted the job, except:
 - a. When the employee is under a time restriction (see pt. 7)
 - b. Maintenance Planner positions are subject to a management-directed selection process. Seniority will be the tiebreaker when the results of all other selection criteria are equal.
6. A granted move automatically voids a request. A new request must be submitted for future moves.
7. Any maintenance employee granted a move to a new business must remain in the new assignment for 36 months from the date the move is granted. Time restrictions do not apply for Shift to Shift moves within the same unit or Preferred Jobs.

ADDENDUM D

UNION DUES

1. Pursuant to the parties' collective bargaining agreement, the Company will provide the Union a report of bargaining unit dues paying members listed alphabetically, which indicates the amount of each deduction, the total number of employees with dues deductions and the total amount of dues deducted for the time period at least once a month. Currently, the union receives this report directly from ADP and acknowledges that the format and frequency (two times per month) is acceptable.
2. The Company will provide the Union a monthly report of all bargaining unit terminations, transfers out of the bargaining unit, separations, and retirements by name. Such report will be provided to the Union no later than the 10th day of each month.
3. The Company will provide the Union a monthly report of bargaining unit new hires including names and addresses. Such report will be provided to the Union no later than the 10th day of each month.
4. In order for an employee to have their dues deducted from wages, the employee must sign a dues authorization and provide that signed authorization to the Union. The Union will, in turn, provide that authorization to the Company Human Resources Bargainer in a timely manner. The Human Resources Bargainer will ensure the input of recurring dues deduction into the payroll system within 14 days of receiving a signed authorization from the Union.
5. In order for an employee to cancel their dues deduction from wages, the employee must sign a cancellation of dues deduction authorization and provide that signed cancellation of dues deduction authorization to the Union. The Union will, in turn, provide that cancellation of dues deduction authorization to the Company Human Resources Bargainer in a timely manner. The Human Resources Bargainer will ensure the input of cancellation of recurring dues deduction into the payroll system within 14 days of receiving a signed cancellation authorization from the Union.
6. If an employee presents a cancellation of dues deduction directly to the Company, the Human Resources Bargainer will provide a copy of the cancellation of dues deduction to the Union at least 14 days prior to inputting the cancellation of recurring dues deduction into the payroll system.

7. If an employee provides a written revocation of a cancellation of dues deduction to the Company before it is entered into the payroll system, the Company will not enter the cancellation of dues deduction.
8. The Union agrees that input of dues deductions and the cancellation of dues deductions into the payroll system may be processed by the Human Resources Bargainer or the employee's line management only.
9. The company agrees that under no circumstances can the input of dues deduction or the cancellation of dues deductions in the payroll system be processed by the employee.

ADDENDUM E

CONTRACTING OUT WORK

Section 1: Maintenance Work

Section 1.1 Definition: It is not always possible or feasible for Site Maintenance to perform all aspects of our work to support the Businesses due to lack of expertise, manpower availability (forecasted or known), required timing, job magnitude or duration of work, lack of necessary special tools and equipment/machinery or its operational expertise, and avoiding handoffs by using turn-key approach to eliminate warranty resolution issues. In these events, contractors will need to be utilized. This procedure describes the process to be followed when work needs to be contracted.

Note: Some non-core skill jobs fall under "Blanket" Contract Jobs as referenced in Section 1.6. These jobs are not subject to this COW procedure since a prior agreement was reached on not requiring subsequent discussions each time these job-types were done. The Company agrees to go over the finalized Turnaround schedule with the Union in advance of the TAR (see Section 1.6).

Section 1.2 Originator: A request for an approval to contract a job may be originated by DuPont Employees in job assignments as follows:

- Maintenance Line Management
- DuPont Engineering
- Site and Area COW Coordinator
- Activities Coordinator/Gatekeeper (ACGK) or Operations Line Leadership

Section 1.3 The typical documents which formally authorize requests for expenditures, and which may necessitate initiating Contract of Work (COW) Procedures are:

- (a) Repair Work Order (SAP W.O.) for Cost-type work
 - Usually, a smaller job
 - For replacement, repair, or overhaul type work
- (b) Capital Work Order (W.O.) or Project No. (Project) – for Capital or investment-type work
 - Check out & Commissioning

Section 1.4 Non-Emergency COW Approval Process:

1. Work orders (WO) are made available to Area Maintenance and Central Maintenance (CLEG) up to 90 days prior to the execution of the work. The WO will outline the general scope of the work considered for contracting, including when the work is intended to be performed and the estimated man-hours required.
2. Area Maintenance and CLEG (in this order) review the work and decide whether to keep or contract the work. The decision to contract is the result of the following considerations:
 - Manpower availability (forecasted and known) Expertise required
 - Timing required
 - Job magnitude or duration of work
 - Special equipment/machinery required and its operational expertise
 - ACGK review and approval – business value of effort
 - Cost associated with scope
 - Avoiding handoffs by using turn-key approach to eliminate warranty resolution issues
3. The COW Coordinator will schedule a biweekly meeting to make available COW packets to the ARWI COW Committee (“COW Committee” or “Committee”). If a COW comes up between meetings, this will be brought to the COW Committee as needed.
4. If requested by the ARWI COW Committee, one member of the Committee will be allowed time to walk the job.
5. The ARWI COW Committee contacts the Site COW Coordinator or designee by phone or in person within 3 workdays (excluding Saturdays, Sundays, and Holidays) from the delivery date of the COW request. If no communication is made by COW Committee within this timeframe, the work will be released for contract. If a timely request is made, the Site COW Coordinator or designee discusses the job at this point with the ARWI COW Committee.
6. After the discussion, if the COW Committee believes the work in question should not be contracted, it will outline in writing its reasons

and submit it to Site COW Coordinator or designee within 3 workdays of the discussion, excluding Saturdays and Sundays.

7. The Site COW Coordinator or designee will review the COW Committee's information and discuss the work with area leadership and COW Committee before making the final decision on whether to retain or contract the work. The COW Committee shall be notified of the Company's decision within 3 workdays. The Union has a right to grieve the decision to contract the work.
8. The Site COW Coordinator or designee shall document all steps in this Approval Process.
9. On a periodic basis, the COW Coordinator will review previously agreed-upon COWs that are in progress or have been completed.
10. A record of COWs will be accessible to the Union.

Section 1.5 Emergency COW Approval Process: Emergency work may be needed due to a safety/ environmental concern, urgent business need, or critical requirement. If for reasons as defined in this document it is not possible or feasible for Site Maintenance to perform work, the Site COW Coordinator or designee will discuss such work with the ARWI COW Committee by phone or in person, and the work will advance after this discussion.

Section 1.6 Blanket Contracts: The following list of job categories are not subject to the COW process:

- Capital Projects – a high level scope of work will be provided to the Union upon request
- Work within the scope of a Turnaround (as identified in the work order by a TAR Revision Code)
 - TAR scheduled jobs or Work Orders (WO) will be provided to the Union at least 30 days prior to TAR
 - Any add-on work within 30 days of the beginning of the TAR requires Plant Manager approval
 - Add-on work orders will be made available to the Union
 - DuPont Maintenance personnel assigned to the TAR will be utilized at no less than 120% on an 8-hour schedule basis.
- Road grading, graveling, and paving
- Dredging

- Asphalt roads and walkways
- Duct cleaning
- Leak Repair requiring a fabricated special patch (e.g., Colt)
- Dumpster repairs
- Building cleaning
- Load bearing structural concrete
- High pressure cleaning
- Linoleum removal/installations
- Built-up roofing
- Industrial Vacuum services
- Roof penetrations
- HVAC Filter changes
- Asbestos removal including enclosures
- Work that exceeds Machine shop capability
- Halon and Grinnell work – Fire Systems
- Regular HVAC PMs – Comfort air
- Drain cleaning requiring a vacuum truck or water lance
- Elevator work
- Glass door: Blanket COW to install, replace, repair Glass door; COW for all other door repairs
- Glass window: Blanket COW to replace window with glass; COW to replace window with non-glass substitute
- X-ray Testing
- Code welding and certified welding
- Carpet removal and installation
- Soft pad insulation, fabrication includes installation if newly fabricated)
- Utility pole removal and installation
- Crane Operation when operator unavailable
- Freon equipment, under 20 tons (after first call)
- Fire door: (including door seal – excluding door repairs)
- Chemical cleaning of equipment and vessels
- Vessel linings and coatings
- Weld Inspections by Weld Inspector
- Major repairs (remodel, significant plumbing replacement, etc.)
- Major boiler auxiliary equipment repairs to bathroom.
- Boiler overhauls (except electrical)
- Removal, fabrication of insulation
- Replacing/repairing ceiling tiles
- Painting (to include pre-work and clean up)
- Office repairs and remodels
- Scaffolding

Section 2 Non-Maintenance Work: In the event of a need to supplement bargaining unit labor on a temporary basis, the Company may use contractors after discussing the need and duration with the Union. Typically, such contracting would not exceed 90 days

