

P & M A G R E E M E N T

Effective this 1st day of September 2018, DUPONT on behalf of its Spruance Fibers Plant located at Ampthill, Chesterfield County, Virginia, hereinafter referred to as the COMPANY, and the AMPHILL RAYON WORKERS, INC., Richmond, Virginia, hereinafter referred to as the UNION, acting for and on behalf of itself and on behalf of those employees who are included within the 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, Virginia.

Section 4. The term "his" as used herein shall mean both genders.

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 I of this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, hours of work, and other conditions of employment.

Section 2. There shall be no discrimination, coercion, interference or restraint by the COMPANY or the UNION or 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 parties hereto as of the execution date hereof. However, any supplement which may hereafter be mutually agreed upon between the parties when executed in the same manner as this Agreement shall become and be part of this Agreement.

ARTICLE 3
MANAGEMENT RIGHTS

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

ARTICLE 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. A copy of hourly wage 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.

Section 2. Appendix A of this agreement establishes the job classifications and wage rates for employees of the bargaining unit hired after September 1, 2018.

The company agrees to grandfather employees hired prior to September 1, 2018 at their day rate of pay as of September 1, 2018. Their rate of pay will remain at that rate of pay until such rate is less than the new hire rate or they move to a new position. If a grandfathered employee moves to a new position, their rate of pay will move to the rate of pay for the new position. Grandfathered employees are eligible for pay increases/raises when their rate of pay equals or drops below the new hire rate or pay.

Section 3. 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 4. An employee temporarily assigned to a lower classified job for COMPANY convenience shall not suffer a reduction in rate of pay if such assignment is required by the COMPANY. An employee transferred to a lower classified job because of reduction of force, or because of demotion, or at his own request, shall receive the regular rate of pay of the job to which he is transferred.

Section 5. An employee temporarily assigned to a higher classified job for one (1) hour or more shall be paid for such work at the rate of the higher classified job. If such assignment is for four (4) or more hours in any one shift, the employee shall receive the rate of the higher classified job for all hours worked during that shift, subject to established wage rate progression.

Section 6. A shift rate of \$1.50 per hour shall be paid to employees who work:

a. Evening and night shift.

b. Scheduled evening and night shifts not worked for vacation and disability.

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 regular rate will be paid. In the event that an employee cannot work a previously scheduled overtime shift, management will follow the unit policy for notification and approval and the employee will not be paid.

The provisions of this Section 7 shall not apply in cases where work is not available because of reasons beyond Plant Management's control such as power failure, fire or serious mechanical difficulties, in cases where employees return to work without previously notifying their supervision following absences, or if an employee is determined to be unfit, except for legitimate disability to perform his/her job and is therefore sent home.

Section 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 his 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 his 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 his 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, he shall be allowed another such meal period at the completion of each six (6) hours of continuing work.

Section 10. DEATH IN FAMILY - An employee having ninety (90) days or more of continuous service as calculated under the COMPANY'S Continuity of Service Rules who is excused from work because of death in his immediate family, shall be paid his regular rate of pay for his scheduled working hours excused during the first three (3) working days starting on the day of death or the day following the death or whatever time off is appropriate for multiple deaths.

A member of the employee's immediate family shall be limited for the above purpose to father, father-in-law, mother, mother-in-law, husband, wife, brother, sister, son, daughter, grandparent, grandchild, step or adopted child.

An employee having ninety (90) days or more of continuous service as calculated under the COMPANY'S Continuity of Service Rules who is excused from work because of the death of his son-in-law, daughter-in-law, brother-in-law, or sister-in-law shall be paid his regular rate for his normally scheduled working hours excused on the day of the funeral. (Brother-in-law and sister-in-law are defined as the husband or wife of the employee's brother or sister and the brother or sister of the employee's spouse.)

The hours paid for but not worked shall not be used in computing overtime pay for hours worked in excess of forty (40) in the workweek, or for other overtime pay except part days as may be paid under this Section.

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 his presence is required and paid his regular rate for the hours excused during his regular work schedule. Witness duty pay for one day shall not exceed eight (8) hours. 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. An allowance of three (3) hours' pay at regular rate will be paid to an employee who is notified while off the Plant that he is to work and who works on one or more of his scheduled days of rest in the workweek. This allowance shall be in addition to any overtime pay that may be due under ARTICLE 7.

ARTICLE 7 OVERTIME PAY

Section 1. a. A "day" for the purpose of determining the seventh (7th) day worked in the workweek and holidays shall be the calendar day.

b. The regular workweek shall begin at 12:00 midnight Sunday night and end at 12:00 midnight on the following Sunday night for all employees.

Section 2. 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 the day workers will be scheduled in advance normally Monday through Saturday if the regular working schedule exceeds forty (40) hours per workweek, and from Monday through Friday if the regular working schedule is forty (40) hours. 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 3. Overtime pay at one and one-half (1-1/2) times the employee's regular rate shall be paid:

a. For hours worked consecutively which are in excess of eight (8) except when such hours are for the convenience of the employee.

b. For hours worked on the first shift scheduled at the request of Management outside the employee's regular schedule except when the change in the regular schedule is posted two (2) hours prior to the end of his last scheduled shift in the immediately preceding workweek or where such change is made under any of the following conditions:

1. When a change in the regular schedule is made by Management before the end of the employee's last scheduled shift in the immediately preceding workweek and the employee affected is notified of the change by Management before the end of such shift;

2. When the change in schedule is for the convenience of an employee or for the convenience of the majority of employees involved, whose schedules are changed;

3. When a change in schedule is made following a power failure or other reasons beyond the control of Management;

4. When the employee is scheduled to work less than forty (40) hours in a workweek but the schedule is changed to forty (40) hours or more, provided the employee is given at least sixteen (16) hours' notice of such change;

5. When the change in schedule is made because of the employee's health, or absence from work, or a requested transfer to a new assignment.

c. For hours worked on the first shift worked which provides twelve (12) hours or less of scheduled time off between work periods, except that when such a short change is made under any of the following conditions this provision shall not be applicable:

1. When a short change schedule results from a change in schedule made in accordance with Item b. of this Section;

2. When the scheduling of regular shift rotations involves such a short change;

3. When the short change schedule is for the convenience of an employee or for the convenience of the majority of employees involved;

4. When the short change schedule is made because of the employee's health, absence from work, or a requested transfer to a new assignment.

d. For hours worked on a workday, at Management's request, which are outside the hours scheduled for that workday. The hours scheduled for that workday will be determined in accordance with Item b. of this Section.

e. For emergency work when called in between the scheduled hours of work and required to report to work immediately or within eight (8) hours of the call for an employee who has not received notification of such work prior to leaving the Plant. In addition, a call-in allowance of three (3) hours' pay at his regular rate will be paid.

f. CALL-IN ALLOWANCE - For work which requires reporting to work immediately or within eight (8) hours of the call and which requires a trip to and from the Plant on the employee's day of rest or an extra trip to and from the Plant on one (1) of his scheduled workdays, but he shall be paid not less than the equivalent of three (3) hours' pay at his regular rate. In addition, a call-in allowance of three (3) hours' pay at his regular rate will be paid. The provisions of this Item f. shall not apply when the employee has received notification of such work prior to leaving the Plant.

g. For hours worked in excess of forty (40) in the workweek. For the purpose of computing hours worked in excess of forty (40) in the workweek, credit for scheduled time not worked will be granted for any day on which an employee has reported in person for scheduled work but is not permitted to work the full scheduled hours on that day because no work is available or because of excused absence of any part day due to personal illness, military service examination, illness or death in the immediate family, or part days of absence due to jury duty.

Effective 1/1/2014, Hours once paid for at an overtime rate in items a, d, e, or f of this section shall not be used again in computing overtime for hours in excess of forty (40) in the workweek.

The hours worked under Item b, c, d, and e. of this Section shall be offset to the extent that they cause an employee to work consecutive hours in excess of eight (8).

Section 4. Overtime pay at two (2) times the employee's regular rate shall be paid:

a. For hours worked on the seventh (7th) day worked in the workweek.

For the purpose of calculating the seventh (7th) day worked in the workweek, a day worked shall be any day on which the employee works his full schedule, or a day on which the employee has reported in person for scheduled work, but is not permitted to work the full scheduled hours on that day because no work is available or because of excused absence of any part day due to personal illness, military service examination, illness or death in the immediate family, or part days of absence due to jury duty.

When an employee works immediately prior to or immediately following his regular shift and thereby works on his scheduled day of rest, that day shall not be counted as an additional day worked, unless the employee works

four (4) or more hours on his scheduled day of rest. There can be no more than one (1) workday counted in any calendar day.

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

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

Section 5. The holiday hours paid for but not worked which fall in the employee's scheduled days of work shall be used in computing hours worked in excess of forty (40) in the workweek and in addition, one short vacation day shall be counted as a day worked for the purpose of computing the seventh (7th) day worked in the workweek. However, premium pay will only be granted for hours actually worked on the seventh (7th) day.

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

Section 6. When more than one (1) overtime rate is applicable to the same hours of work, the rates shall not be pyramided but only the highest single rate applicable shall be paid. When one and one-half (1-1/2), or two (2), or two and one-half (2-1/2) times rates are paid for hours worked, such rates shall be considered overtime rates.

Section 7. An employee shall not be required to take time off from his 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) 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 8. An employee who may be occasionally scheduled for work of less than eight (8) hours' duration immediately prior to or immediately following his normal working hours will not be required to take time off from his normal working schedule to compensate for such periods of work.

Section 9. An employee who is held over at the end of his regular work period shall have the option of stopping work at the completion of the job for which held over or continuing to work until a maximum of two (2) hours' overtime pay is earned. However, should the employee elect to remain at work following the completion of the job for which he was held over, he may be given work other than that which he is regularly assigned.

ARTICLE 8
HOLIDAY PAY

Section 1. An employee who works on any of the following holidays shall be paid overtime pay at one and one-half (1-1/2) times his regular rate for hours worked in addition to a holiday allowance equivalent to his regularly scheduled working hours not to exceed eight (8), at his regular rate; or he shall be paid two and one-half (2-1/2) times his regular rate for such holiday hours worked, whichever yields the greater pay.

New Year's Day
*Washington's Birthday (third Monday in February)
Good Friday
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 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 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. Pay for hours equivalent to regularly scheduled hours not to exceed eight (8) at the employee's regular rate shall be paid to an employee for each of the holidays designated above on which he does not work, provided such employee:

a. Does not work the holiday for the reason that:

1. He is required by Management to take the day off from work solely because it is a holiday, or

2. The holiday is observed on one of his scheduled days of rest; (an employee on vacation, leave of absence, or absent from work for one (1) week or more due to shutdown of equipment or facilities or conditions beyond Management's control shall not be considered as having "scheduled days of rest" during such periods of absence), and

b. Works on his last scheduled working day prior to the holiday and on his next scheduled working day following the holiday, except when the employee has been excused by Management from work because of personal illness, serious illness in his immediate family, or other unusual conditions.

If an employee is scheduled to work on a holiday and does not work he will receive no pay for the holiday except where the employee has been excused by Management from work because of personal illness, serious illness in his immediate family, or other unusual conditions.

If an employee works only part of his scheduled working hours on the holiday, and he is required by Management to take off the remaining part of his scheduled hours or is excused by Management because of personal illness, serious illness in his immediate family, or other unusual conditions, he shall be paid one and one-half (1-1/2) times his regular rate of pay for the hours worked plus a holiday allowance equivalent to his regularly scheduled working hours not to exceed eight (8) at his regular rate. If the employee works only part of his scheduled working hours and is not required or excused by Management for the above reasons to take off the remaining part of his scheduled hours, the employee shall be paid two and one-half (2-1/2) times his regular rate for hours worked but no holiday allowance.

ARTICLE 9 VACATION

Section 1. 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 (V-1). Any change in this Plan 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. 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.

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

Section 3. Vacation Pay - Vacation pay shall be calculated at the employee's regular straight time hourly rate and may be used in no less than four (4) hour increments. No more than eight (8) hours vacation will be counted as hours worked for the computation of overtime for "seventh day" in accordance with Article 7 and will not accrue during periods of layoff, work stoppage (strike), or after the first thirty (30) calendar days of a leave of absence.

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 his 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 shift seniority. Vacation schedules must be finalized before December 31 of each year.

Section 6. Minimum Notice - Employees are required to provide sixteen (16) hour minimum notice for vacation requests of one (1) day duration. Vacation requests greater than one (>1) day, but less than four (<4) days cannot be requested more than fourteen (14) days in advance. All vacation requests are subject to company approval and will not be unreasonably withheld.

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.

- Short-Term Disability Plan
- Pension and Retirement Plan
- Special Benefits Plan
- Vacation Plan for Wage Roll Employees
- Service Emblem Plan
- Continuity of Service Rules
- Payment to Employees on Jury Duty
- Payment to Employees on State and National Guard Emergency Duty
- Treatment of Employees while Engaged in Peacetime Military Service
- Retirement and Savings Plan
- Total and Permanent Disability Income Plan
- 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 his continuous service with the COMPANY as calculated in accordance with the COMPANY'S Continuity of Service Rules.

Section 3. In addition to receiving benefits pursuant to the Plans and Practices set forth in Section 1 above, employees shall also receive benefits as provided by the COMPANY'S BeneFlex Flexible Benefits Plan, subject

to all terms and conditions of said Plan, provided, however, that as long as this Plan is in effect at any other Plant within the COMPANY, it shall not be withdrawn from the employees covered by this Agreement.

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 his unbroken employment in the bargaining unit, calculated and adjusted in the following manner:

- a. The seniority of an employee shall be automatically terminated in case of:
 1. Discharge for cause;
 2. Voluntary quit;
 3. Termination because of lack of work; provided, however, a former employee who is reemployed shall regain the seniority he had accumulated prior to the termination. No seniority credit will be given for the period of time between his termination and reemployment.
 4. Absence in excess of sixteen (16) consecutive calendar days not covered by a leave of absence or otherwise excused by Management;
 5. Failure to return to work following expiration of leave of absence,

6. An employee who is unable to report for work will notify his/her manager or a member of management prior to the first shift of absence. An employee who remains out of work, and fails to call their manager for three (3) consecutive working days, will lose all seniority rights, and will be separated from the company. The company will accept notification of an employee absence from a family member, significant other or treating medical professional.

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

1. Time lost 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 his seniority will be established as of his hiring date. During this probationary period of **9 months** 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 of an employee shall be automatically terminated in case of:

(a) Discharge for cause;

(b) Voluntary quit;

(c) Termination because of lack of work, provided, however, a former employee who is reemployed shall regain his seniority accumulated prior to termination.

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.

(d) Absence in excess of sixteen (16) consecutive calendar days not covered by a leave of absence or otherwise excused by Management;

(e) 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:

(a) 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;

(b) 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 supplied to Personnel Services by the eligible former employee and to hold open the opportunity for acceptance for a period of seven (7) calendar days following the mailing of the notice, and time of actually starting work to a period of fourteen (14) calendar days after acceptance. A copy of the notice to the former employee shall be sent to the Secretary of the UNION.

If the former employee fails to accept such offer of recall for reemployment, the COMPANY shall not be required to offer him 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 his "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.

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, he 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 his 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 his 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 XII of this Agreement, provided such grievance is submitted in writing to Management within ten (10) calendar days of the action causing the grievance. If Management thus finds the aggrieved employee was denied a promotion contrary to the seniority provisions, he shall receive such promotion with adjustment in seniority and pay. The employee incorrectly promoted may be returned to his 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 his present job in his 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 HEADCOUNT

Minimum headcount will reduce to 75 through attrition. Area MET's will maintain all current training and skills. A minimum of 10 mechanics will remain in CLEG as follows: MET's – 4, RV – 2, Planners – 2, Steam Trap – 1, Asbestos – 1. The COW policy will be followed when plant forces are unable to perform the work.

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 he normally would receive under Article VIII. Such technically trained employee shall take his normal seniority position if he is removed from his 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 his 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 he buys 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 9. 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 10. An employee scheduled to work the 12-8 shift will, upon request, be rescheduled to work the day shift on the days of work in his schedule that he is required to serve on jury duty. An employee so rescheduled will not receive overtime pay under any other provision of this Agreement due to such rescheduling or when returning to his regular shift.

An employee scheduled to work the 4-12 shift on a day when he is required to serve on jury duty until 2:00 P.M. shall not be required to work his 4-12 shift on that day.

Section 12. 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 his immediate Manager. In order to start a formal grievance process, the following steps will be followed:

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

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

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

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

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

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

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

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

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

In case an employee is discharged or suspended and it is determined in accordance with the terms of this Agreement that his discharge or suspension was unjust, he shall be reinstated without loss of seniority and shall be compensated for time lost at his regular rate of pay based on his 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.

A standardized submission agreement as agreed to by both parties will be utilized.

c. An arbitrator shall be selected by the UNION and the COMPANY within seven (7) days after execution of the submission agreement. The arbitrator selected shall be requested to be available for hearing within one month from the date of notification of his/her appointment. The COMPANY and the UNION shall make themselves available on the date(s) offered by the arbitrator provided that they are given at least fourteen (14) calendar days notice. The UNION and the COMPANY may agree to waive this provision.

d. A 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 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, 2022, 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 1st day of September, 2018.

DUPONT

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

By: Andre Holmes
Andre Holmes/Human Resources

By: Darrin J. Meenach
Darrin Meenach, Site Training/Program Mgr.

By: Ida Harris
Ida Harris, Human Resources

AMPTHILL RAYON WORKERS, INC.

By: James T. Palmore
James T. Palmore, President

By: Eric M. Irvin
Eric Irvin, Secretary

By: Donald Irvin
Donald Irvin, Contract Chairman

By: James M. Buck
Contract Committee

By: Frank A. ...
Contract Committee

By: [Signature]
Contract Committee

By: [Signature]
Contract Committee

ADDENDUM A

JOB CLASSIFICATION	Sept. 1	Sept 1	Sept 1	Sept 1
	2018	2019	2020	2021
Annual Percentage (%) Increase	+0.0%	+2%	+2%	+2%
Operator 1, Step 1	\$19.00	\$19.38	\$19.77	\$20.16
Operator 1, Step 2	\$20.00	\$20.40	\$20.81	\$21.22
Operator 1, Step 3	\$21.00	\$21.42	\$21.85	\$22.29
Operator 2, Step 4	\$28.00	\$28.56	\$29.13	\$29.71
Operator 2, Step 5	\$29.50	\$30.09	\$30.69	\$31.31
Operator 2, Step 6	\$31.00	\$31.62	\$32.25	\$32.90
Operator 3, Step 7	\$35.00	\$35.70	\$36.41	\$37.14
Operator 3, Step 8	\$36.00	\$36.72	\$37.45	\$38.20
Operator 3, Step 9	\$37.00	\$37.74	\$38.49	\$39.26
MET (B)	\$35.40	\$36.11	\$36.83	\$37.57
MET (A)	\$39.04	\$39.82	\$40.62	\$41.43
MET Planner	\$42.08	\$42.92	\$43.78	\$44.66
Shift Differential for any employee(s) assigned to 1st Shift (Graveyard) 12AM-8AM		Plus \$1.50/hr.	Plus \$1.50/hr.	Plus \$1.50/hr.
Shift Differential for any employee(s) assigned to 3rd Shift (Swing Shift) 4PM-12AM		Plus \$1.50/hr.	Plus \$1.50/hr.	Plus \$1.50/hr.

ADDENDUM B

The Parties to this agreement agree to keep the following collectively bargained documents and policies in full force and effect during the life of this agreement:

- D-2 Short Term Disability
- D-4 Death Benefit
- D-7 Development Policy
- H-1 Holiday
- H-2/5 Holiday & Personal Floating
- J-2 Jury Duty
- O-2 Overtime Pay
- R-1 Rules of Job Progression
- S-3 Snow Inclement Weather Emergency Procedure
- S-4 Substance Abuse Rehabilitation Procedure
- U-2 Union Management Business – ARWI
- U-5 Union Representation
- V-1 Vacation Plan
- W-1 Witness Pay
- Pay U.S. (practices)
- Updated version of Operator Skill Paths

ADDENDUM C

PREFERRED JOB REQUEST MOVE SYSTEM (PJR)

1. Management will create a PJR computer system for maintenance moves like the EMS. Personnel in maintenance may apply for transfers to vacancies at any time. An employee must have the appropriate form on file to be considered for a job opening.
2. The last Friday of every month will be considered as the cutoff date for the month.
3. The most senior maintenance employee with the request on file will be granted the job.
4. The request forms will be used to change crafts, change areas or change shifts.
5. A granted move automatically voids the request. A new request must be submitted for future moves.
6. Any maintenance employee granted a move to a new business must remain in the new assignment for (18) months from the date the move is granted. Time restrictions do not apply for Shift to Shift moves 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 his/her 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 his/her 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

Contract of Work (COW) Procedure

Definition

It is not always possible or feasible for Site Engineering and/or Maintenance to complete all or part of a job, due to lack of expertise, manpower availability, required timing or lack of necessary special tools and equipment. In these events, contractors will need to be utilized.

Since all contracted work requires prior bargaining, this procedure describes the process to engage appropriate site resources to review these jobs and approve the use contracted resources.

Note however that some non-core skill jobs fall under "Blanket" Contract Jobs as referenced in Appendix A. These jobs are not subject to this COW procedure since a prior bargained agreement was reached on not requiring subsequent bargaining each time these job-types were done.

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
- Operations/Maintenance Gatekeeper (OMG)

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

- Repair Work Order (SAP W.O.) for Cost-type work
 - Usually a smaller job
 - For replacement, repair or overhaul type work

Capital Work Order (W.O.) or Project No. (Projec.) – for Capital or investment-type work

- Installation of new equipment and/or facilities
- Improvements and/or modifications to existing equipment and/or facilities
- Jobs having total DuPont Engineering responsibility

Lump Sum Requisitions

- Lump sum contracts such as installation of floor coverings, to include D&R of existing installations

I. Non-Emergency COW Approval (Ref. Flow Diagram Appendix E)

1. The Originator reviews the clear scope of work 30 days prior to work execution with the appropriate members of Area Maintenance First Line Manager and OMG. Whatever portion of the job, either in whole or in part, that these groups cannot do becomes a candidate for Contracting. This decision is the result of the following considerations:

- Manpower availability
- Expertise required
- Timing required (not necessarily desired)
- Job magnitude
- Special equipment/machinery required and its operational expertise
- OMG review and approval – business value of effort
- Cost associated with scope
- The responsibility for the job is totally that of DuPont Engineering provide Break and restroom facilities

2. The Originator prepares the COW Proposal Form (Appendix B) and the COW Package for transmittal to the COW Coordinator. **IBEW: Area Maintenance FLM reviews COW scope of work with IBEW COW Committee member for that area.** Directions for accessing an electronic copy of the COW Proposal Form in the Site Forms database are shown in Appendix C. No transmittal package will be forwarded to Construction or a Contractor until after COW approval and release.

The COW Package typically includes the following:

1. The completed COW Proposal Form (Appendix B).
2. A copy of the document authorizing the expenditure (W.O., Project. or Requisition).
3. Sufficient Design to effectively accomplish the job as expected or required.
4. A detailed Scope of Work (SOW).
5. A COW Estimate Form (Appendix D) that includes,
 - (a) Labor dollars and Material dollars
 - (b) Required Timing for the work
 - (c) List of Pre-fab and Installation Work, which is anything the contractor expects the Site to do in order for the contractor to accomplish its contract
 - (d) List of work to be handled by the Originator, such as telephone, computer and furniture moving or carpet repair/installation.
6. Special conditions:
 - Off hours
 - Shutdown requirements
 - Relocation of equipment
 - Requirements of a crane, man-lift, bucket type truck, etc.
 - Protection of personnel and/or equipment
 - Relocation of personnel (i.e. Loaning of Area Mechanics.)
 - Break and restroom facilities
7. The Originator forwards the COW Package to the COW Coordinator for review to,

- (a) Ensure completeness of the package.
 - (b) Log the COW Request on a spreadsheet that will reside on the Spruance Site Maintenance SharePoint site under COW Logbook (Appendix I).
8. On a bi-weekly basis beginning in the first week of each month, the COW Coordinator prepares an informational package consisting of completed Contract Proposal Forms (Appendix B) and bargains the now approved COW jobs with either the ARWI COW Committee and/or the IBEW COW Committee.
 9. The COW Coordinator releases the jobs as being authorized for Contract of Work by forwarding an email to a distribution list consisting of the COW Originator, Area Maintenance, Area Operations, Project PTL, the Construction Manager and the COW Coordinator for Construction.

NOTE: The Construction Project Coordinator should not act on any work until an email communication of release has been received by the site COW Coordinator or a designee.

II. Emergency COW Approval Process (Ref. Flow Diagram Appendix F)

A job needing to be contracted for reasons given earlier may be required on an Emergency basis, due to Safety/Environmental concern, urgent business need or critical requirement.

When an Emergency COW (E-COW) is required,

- Originator – prepares the Contract of Work (COW) Proposal Form (Appendix B) and presents it to the Site COW Coordinator.
- Site COW Coordinator is responsible to:
 1. Bargain the job with the appropriate ARWI Craft Union Director and/or the IBEW COW Committee, by phone or in person. A completed COW package is not required.
 2. Notify the Originator of the approval to contract the job (verbally or by E-mail).
 3. Log the E-COW in the COW Log on the MLT Share Point Site (Appendix G).
- Originator verifies job completion and closes out the job.

III. COW Process Review

The purpose of this review is for awareness and for a check & balance process that contracted work was processed in alignment with this COW procedure.

1. The Site COW Coordinator maintains records of Job Routing/Status from time of receipt to time of release or rejection of candidate jobs for contracting. These records are preserved for future reference as required.

2. The COW Coordinator prepares an informational package consisting of the same material for only those jobs that were successfully bargained with the ARWI Craft Union Director and/or the IBEW COW Committee. The informational package will be presented for review at ARWI Union Executive Meetings and IBEW labor Management Meetings.
3. On a quarterly basis, the COW log report (shown in Appendix G) will be reviewed at ARWI Union Executive Meetings and IBEW labor Management Meetings showing job status, bargained completion dates and cost estimates.
4. Any Non-Emergency job that has not been completed 30 days past the estimated completion date and any Emergency job that has not been completed 10 days after the completion date shall be reviewed with the ARWI COW Committee and/or the IBEW COW Committee because the reasons for the original COW may no longer exist.

Appendix A - Blanket Contracts

Following is the list of jobs that have been blanket bargained with the Unions and do not have to go through the Contracting of Work process:

ARWI

- *Road grading, graveling and paving
- *Asphalt roads and walkways
- *Leak Repair requiring a fabricated special patch (e.g. Colt)
- *Building cleaning
- *High pressure cleaning
- *Built-up roofing
- *Roof penetrations
- *Asbestos removal including enclosures
- *Halon and Grinnell work – Fire Systems
- *Drain cleaning requiring a vacuum truck or water lance
- *Glass door installation, replacement, repair
- *X-ray Testing
- *Code welding and certified welding
- *Carpet removal and installation
- *Soft pad insulation, fabrication includes installation if newly fabricated)
- *Freon equipment, under 20 tons (after first call)
- *Chemical cleaning of equipment and vessels
- *Weld Inspections by Weld Inspector
- *Major boiler auxiliary equipment repairs
- *Boiler overhauls (except electrical)

IBEW

- *Fork truck inspections/repairs (Leased w/Maint. Agreements) wiring
- *Motor rewind
- * Elevator Work
- * Personal computing

*The following require Union Director coverage prior to doing the work and with verbal agreement can bypass COW paperwork:

- * Removal, fabrication of insulation - ARWI
- * Painting (to include pre-work and clean up) – ARWI

ARWI

- *Dredging
- *Duct cleaning
- *Dumpster repairs
- *Load bearing structural concrete
- *Linoleum removal/installations
- *Industrial Vacuum services
- *HVAC Filter changes
- *Work that exceeds Machine shop capability (Ref. Appendix J)
- *Regular HVAC PMs – Comfort air
- *Elevator work
- *Glass window: (Blanket COW if window is replaced with glass, COW if window is to be replaced with non-glass substitute)
- *Glass door: Blanket COW for Glass replacement (COW for all other door repairs)
- *Utility pole removal and installation
- *Crane Operation when operator unavailable
- *Fire door: (including door seal – excluding door repairs).
- * Vessel linings and coatings
- *Major repairs (remodel, significant plumbing replacement, etc.) to bathroom.

IBEW

- *New installations of Halon and Grinnell work – Fire Systems
- *Telephone
- *Freon equipment, under 20 tons (after first call)
- *Utility pole removal and installation
- *Ice machine repair
- *Telephone voice over IP Ethernet
- *Component level repair (e.g. Circuit boards, Drives etc.)

- * Replacing/repairing ceiling tiles IBEW & ARWI

Appendix B
COW Proposal Form
(Located in the Lotus Notes Database – Spruance Forms)

TITLE: _____

Job: _____

WO or Project No: _____

Authorization: _____ Labor: _____ Material: _____

Prepared by: _____ Date: _____

~~~~~

Reason for Job: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Brief Scope: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Reason for Contracting: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contractor: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**TIMING AND POTENTIAL CONFLICTS:**  
Duration of Contract Activity (Weeks): \_\_\_\_\_ Completion Date Req'd: \_\_\_\_\_

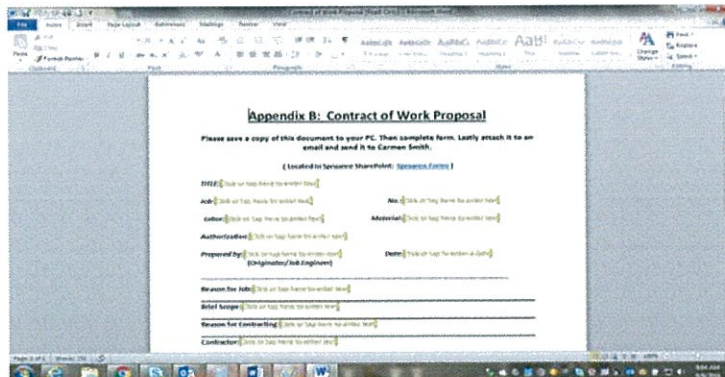
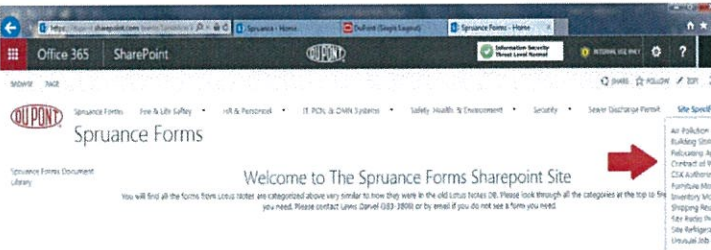
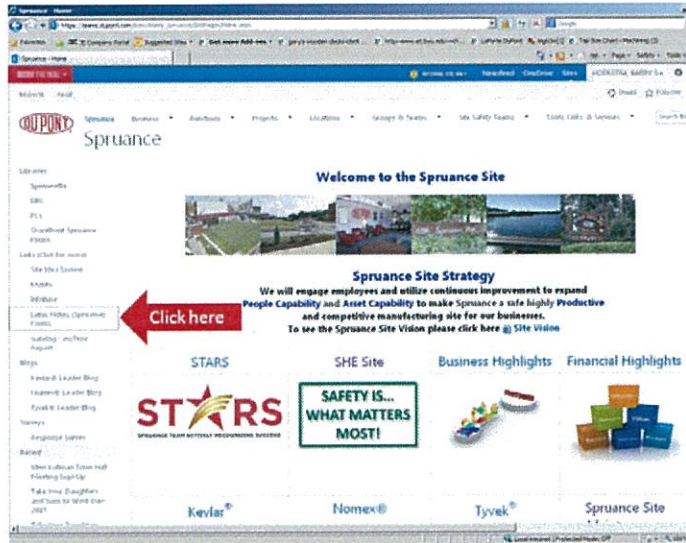
**MAN/DAYS or HOURS (Please specify) REQUIRED FOR ACTIVITY: (CONTRACTOR)**

INST: [ ] MACH: [ ] SMTL: [ ] MILL: [ ] PIPE.: [ ] ELECT: [ ] PAINT: [ ] CARP: [ ]  
INSUL: [ ] LABOR: [ ] WELD: [ ] TOTAL: [ ]

**MAN/DAYS or HOURS (Please specify) REQUIRED FOR ACTIVITY: (PLANT)**

INST: [ ] MACH: [ ] SMTL: [ ] MILL: [ ] PIPE: [ ] ELECT: [ ] PAINT: [ ] CARP: [ ]  
INSUL: [ ] LABOR: [ ] WELD: [ ] TOTAL: [ ]

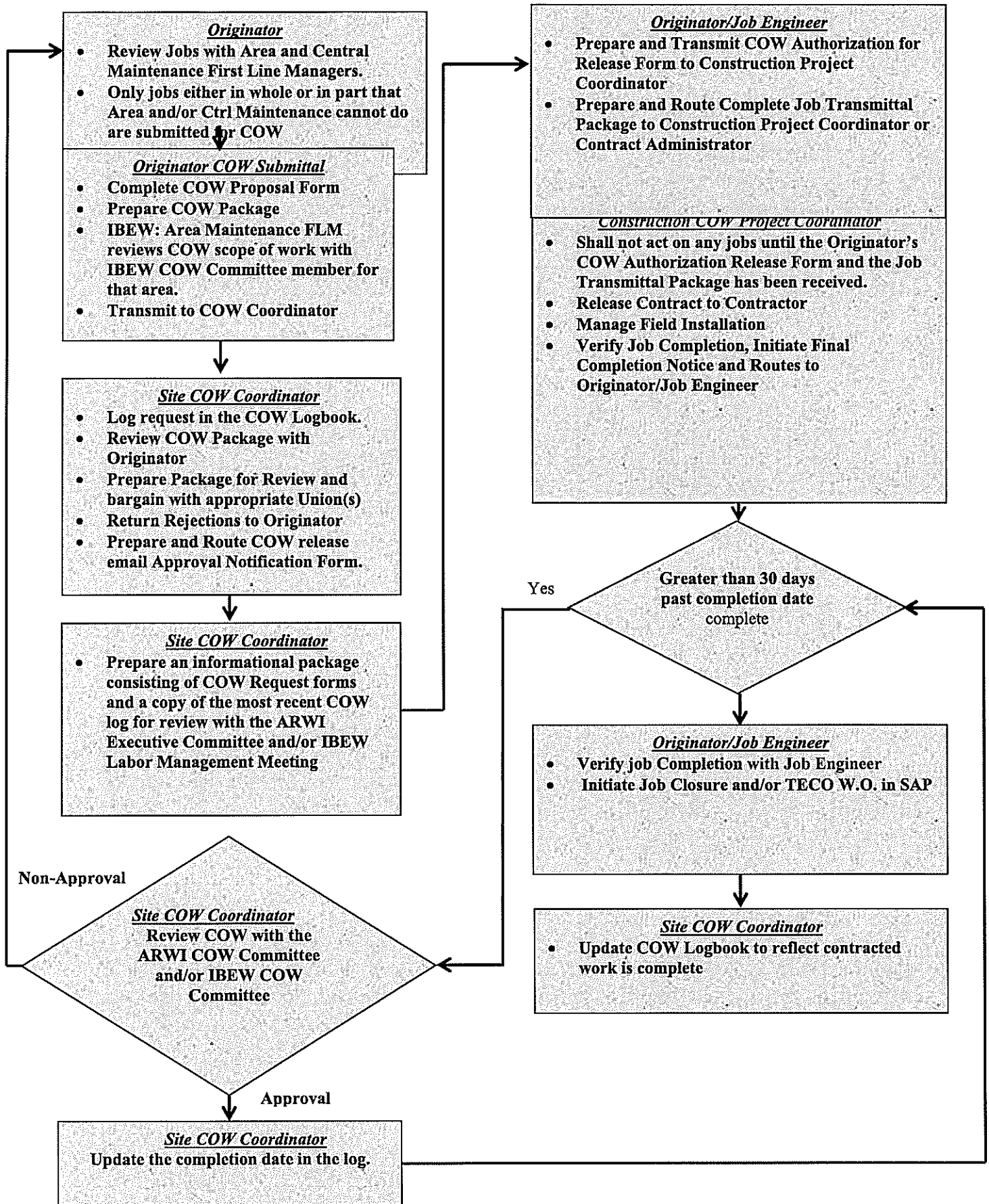
**Appendix C**  
**Accessing the COW Proposal Form**  
 (Directions for accessing the on-line COW Form)



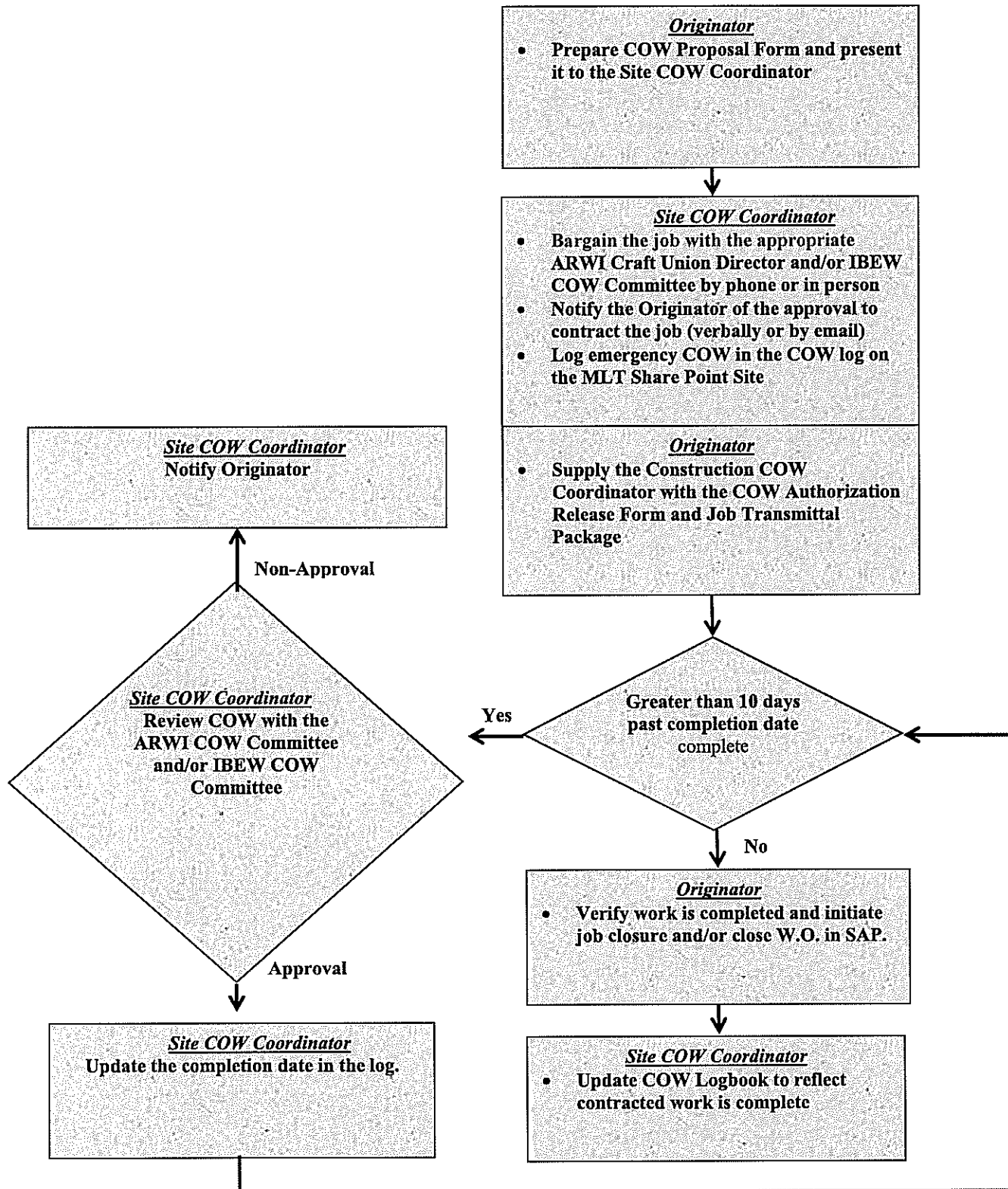
Appendix D  
COW Estimate Form

| Spruance Construction             |                     |                                                                                          |                 |                  |              |                       |          |
|-----------------------------------|---------------------|------------------------------------------------------------------------------------------|-----------------|------------------|--------------|-----------------------|----------|
| TITLE                             |                     |                                                                                          |                 |                  |              |                       |          |
| ESTIMATE NO                       |                     |                                                                                          |                 |                  |              |                       |          |
| Project Team Leader:              |                     |                                                                                          |                 |                  |              |                       |          |
| Engineer/Coordinator:             |                     |                                                                                          |                 |                  |              |                       |          |
| Estimate Issue Date:              |                     |                                                                                          |                 |                  |              |                       |          |
| <b>Basis of Estimate</b>          |                     |                                                                                          |                 |                  |              |                       |          |
| Scope of Work:                    |                     | ESTIMATE DETAILS PROVIDED BY:                                                            |                 |                  |              |                       |          |
| Drawings:                         |                     | List any drawings received for the estimate - probably won't come thru document control. |                 |                  |              |                       |          |
| Area Review:                      |                     | If you do a walkthru... what date, who led the meeting and who attended.                 |                 |                  |              |                       |          |
| Craft                             | Cap Hours           | Cap Labor w/IFC                                                                          | Cost Hours      | Cost Labor w/IFC | Cap Material | Cost Material         | Totals   |
| Electrical                        |                     | \$0                                                                                      |                 | \$0              |              |                       | \$0      |
| Instrument                        |                     | \$0                                                                                      |                 | \$0              |              |                       | \$0      |
| Pipe                              |                     | \$0                                                                                      |                 | \$0              |              |                       | \$0      |
| SIW                               |                     | \$0                                                                                      |                 | \$0              |              |                       | \$0      |
| Sheetmetal                        |                     | \$0                                                                                      |                 | \$0              |              |                       | \$0      |
| Rigging                           |                     | \$0                                                                                      |                 | \$0              |              |                       | \$0      |
| Millwright                        |                     | \$0                                                                                      |                 | \$0              |              |                       | \$0      |
| Insulation                        |                     | \$0                                                                                      |                 | \$0              |              |                       | \$0      |
| Scaffold                          |                     | \$0                                                                                      |                 | \$0              |              |                       | \$0      |
| Civil                             |                     | \$0                                                                                      |                 | \$0              |              |                       | \$0      |
| <b>Totals:</b>                    | <b>0</b>            | <b>0</b>                                                                                 | <b>0</b>        | <b>0</b>         | <b>0</b>     | <b>0</b>              | <b>0</b> |
|                                   |                     |                                                                                          |                 |                  |              |                       |          |
|                                   |                     | <b>Labor</b>                                                                             | <b>Material</b> | <b>Totals</b>    |              |                       |          |
|                                   | <b>Capital</b>      | \$0                                                                                      | \$0             | \$0              |              |                       |          |
| Premium Mhrs                      | <b>Cost</b>         | \$0                                                                                      | \$0             | \$0              |              | <b>Total Manhours</b> |          |
| 0                                 | <b>Prem Dollar</b>  | \$0                                                                                      |                 | \$0              |              | 0                     |          |
|                                   | <b>Rental</b>       |                                                                                          |                 |                  |              |                       |          |
|                                   | <b>Grand Totals</b> | \$0                                                                                      | \$0             | \$0              |              |                       |          |
| <b>Notes &amp; Qualifications</b> |                     |                                                                                          |                 |                  |              |                       |          |

Appendix E: COW Normal Flow Diagram



Appendix F  
COW Emergency Work Flow Diagram



**Appendix G**  
**Contract of Work Log**

| 2016 COW LOG               |        |          |           |            |            |           |                      |          |               |                           |                             |                         |
|----------------------------|--------|----------|-----------|------------|------------|-----------|----------------------|----------|---------------|---------------------------|-----------------------------|-------------------------|
| (Date of Example 3/2/2016) |        |          |           |            |            |           |                      |          |               |                           |                             |                         |
| Entry Week (1-52)          | E-Work | Complete | Job Title | Job Number | Contractor | TOTAL     | ESTIMATED COST LABOR | MATERIAL | Date Released | Estimated Completion Date | Non-E-Work >30 Days Overdue | E-Work >10 Days Overdue |
| 52                         | Y      | Y        | Example 1 | W-D075     | KBR        | \$170,000 | \$75,000             | \$95,000 | 1/5/2016      | 1/7/2016                  |                             |                         |
| 52                         | Y      |          | Example 2 | W-D076     | KBR        | \$50,000  | \$35,000             | \$15,000 | 1/28/2016     | 1/29/2016                 |                             |                         |
| 52                         |        | Y        | Example 3 | W-D077     | KBR        | \$80,000  | \$40,000             | \$40,000 | 1/5/2016      | 2/5/2016                  |                             |                         |
| 52                         |        |          | Example 4 | W-D078     | KBR        | \$20,000  | \$14,000             | \$6,000  | 1/5/2016      | 1/8/2016                  |                             |                         |
| 1                          |        |          | Example 5 | W-D079     | KBR        | \$10,000  | \$5,000              | \$5,000  | 1/5/2016      | 2/15/2016                 |                             |                         |
| 1                          | Y      |          | Example 6 | W-D080     | KBR        | \$60,000  | \$30,000             | \$30,000 | 2/19/2016     | 2/20/2016                 |                             |                         |