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# **AGREEMENT**

(PRODUCTION and MAINTENANCE UNIT)

*between the*

**E.I. DU PONT DE NEMOURS AND COMPANY**

(Chambers Works and Associated Units)

*and*

**CHEMICAL WORKERS ASSOCIATION, INC.**

(Affiliate of International Brotherhood of Du Pont Workers)

**July 18, 1991**

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## **AGREEMENT**

### **(Production and Maintenance Unit)**

This Agreement, effective the 18th day of July, 1991, by and between E. I. DU PONT DE NEMOURS AND COMPANY, a corporation of the State of Delaware, having its principal office in the City of Wilmington and State of Delaware, and having a PLANT situated at Deepwater, New Jersey, hereinafter referred to as the COMPANY, in behalf of all its industries at Deepwater, New Jersey, and CHEMICAL WORKERS ASSOCIATION, INC., AFFILIATE OF INTERNATIONAL BROTHERHOOD OF DU PONT WORKERS, a corporation of the State of New Jersey, having its principal office in Pennsville, County of Salem and State of New Jersey, hereinafter referred to as the UNION, acting for and on behalf of itself and of those employees of the COMPANY who are included within the unit appropriate for collective bargaining purposes as set forth in ARTICLE I.

### **WITNESSETH:**

That for and in consideration of the mutual promises hereinafter contained and to be performed, the COMPANY and the UNION hereto covenant and agree as follows:

### **ARTICLE I**

#### **DEFINITIONS**

SECTION I. Unless specifically qualified the term "employee" or "employees," as used herein, shall mean any or all of the employees of the COMPANY as included in the unit appropri-

ate for collective bargaining purposes, viz: All production, engineering, environmental resources, and laboratory employees at the PLANT known as Chambers Works and Associated Units but excluding office and clerical employees, chemists, planners and schedulers, draftsmen, engineers, librarians, technologists, all employees of the Control and Human Resources Units, all salary roll employees exempt under the Fair Labor Standards Act, team managers, and all other supervisory employees with authority to hire, promote, discharge, transfer, or otherwise effect changes in the status of employees, or effectively recommend such action. "Employee" or "employees" refers to both sexes and when the male gender is used, such as he, his, etc., it shall be defined to refer to both male and female employees.

SECTION 2. The term "PLANT," as used herein, shall mean the Deepwater, New Jersey, PLANT of E. I. DU PONT DE NEMOURS AND COMPANY located at Deepwater, Salem County, New Jersey, known as "Chambers Works and Associated Units."

SECTION 3. The term "Works Management," as used herein, shall mean the Manager of the Chambers Works or his designee.

SECTION 4. The term "Management," as used herein, shall mean any member of supervision of the PLANT.

SECTION 5. The term "base rate," as used herein, of a wage roll employee, is the employee's hourly rate of pay (including any service pay) exclusive of all added premiums. A salary roll employee's "base rate," as used herein, shall be calculated in accordance with the following formula:

$$\begin{array}{l} \text{Employee's established} \\ \text{monthly salary x 12 months} \\ \hline 52 \text{ weeks x 40 hours per week} = \text{Base Rate} \\ \text{(per hour)} \end{array}$$

SECTION 6. "Regular rate," as used herein, shall be determined by dividing the sum of the base pay (including any service pay) and shift differential earned in the workweek by the total hours worked in that workweek.

SECTION 7. The term "regularly scheduled working hours," as used herein shall mean hours of scheduled work for a workweek in effect at the close of the preceding workweek.

SECTION 8. The term "code rate," as used herein, shall mean the alphabetical designation of job classification as set forth in the wage rate information furnished the UNION in accordance with ARTICLE XXII, Section 1 of this Agreement.

## **ARTICLE II**

### **RECOGNITION**

SECTION 1. The COMPANY hereby recognizes the UNION during the term of this Agreement as the exclusive bargaining agent for employees 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 by any of its agents against any employee because of membership or nonmembership in the UNION, nor shall the UNION intimidate or coerce any employee to compel him to become a member

of the UNION, and the UNION shall conduct no solicitation or other promotional UNION activity on COMPANY time.

### **ARTICLE III**

#### **DEDUCTION OF UNION DUES**

SECTION 1. The COMPANY shall deduct dues prescribed by the UNION from the earnings of an employee who authorizes the COMPANY to make such deductions on a form identical in wording to that appearing in Section 2 of this ARTICLE. Such dues deduction authorizations shall be cancelled and deductions stopped in accordance with the provisions of such dues authorization form or at the termination of the Agreement, provided, however, deductions as authorized by unrevoked authorizations may be continued beyond such termination date upon mutual agreement of the UNION and the COMPANY.

All sums deducted in this manner shall be turned over by the COMPANY to the Treasurer of the UNION not later than fifteen (15) days following the end of the payroll period during which the deduction is made. In the event that less than the total amount of the authorized deductions is earned by the employee during the payroll period in which UNION dues are regularly deducted, the deduction is to be made during the first subsequent payroll period in which the total amount of the deduction is earned.

If at any time the dues deductions of an employee are discontinued the name of such employee shall be given to the UNION.

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:

"TO: E. I. DUPONT DE NEMOURS AND COMPANY  
DEEPWATER, NEW JERSEY

Employee's Number \_\_\_\_\_

Date \_\_\_\_\_

I hereby revoke any previous dues deduction authorization and hereby authorize you to deduct from my earnings and pay to the Treasurer of Chemical Workers Association, Inc., Affiliate of International Brotherhood of Du Pont Workers, per month as dues, the sum of \$ \_\_\_\_\_ beginning the month of \_\_\_\_\_ . This authorization shall be cancelled and no further deductions shall be made 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 written notice of cancellation of such authorization to the COMPANY within the ten (10) day period immediately preceding any anniversary date of any collective bargaining agreement in effect between the UNION and the COMPANY covering this bargaining unit.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Employee's Signature"

SECTION 3. The COMPANY shall furnish the UNION with a list of the names of all employees from whose earnings such deductions have been made. Such lists shall be furnished to the UNION not later than fifteen (15) days following the end of the payroll period in which deductions are made.



## **ARTICLE IV**

### **SENIORITY**

SECTION 1. Seniority of an employee who was on the PLANT rolls as of February 23, 1959, is the length of his continuous service with the COMPANY as calculated in accordance with the COMPANY'S Continuity of Service Rules.

Seniority of an employee placed on the PLANT rolls after February 23, 1959, shall be his continuous service at this PLANT calculated in accordance with the COMPANY'S Continuity of Service Rules.

The seniority calculated in accordance with this Section shall be used for the purpose of this ARTICLE and scheduling of vacations but shall in no way affect the employee's eligibility under any of the COMPANY'S Industrial Relations Plans and Practices.

SECTION 2. The Management shall give quarterly to the UNION the names of all employees included in the bargaining unit, listed in the various work groups chronologically by seniority.

SECTION 3. New employees shall not benefit from seniority provisions of this Agreement during the first one hundred and eighty (180) days of continuous service, but after the expiration of one hundred and eighty (180) days of service, their seniority dates shall be established on the basis of the hiring date. During this probationary period of one hundred and eighty (180) days, such employees will be subject to transfer, demotion, or termination and such action shall not be subject to the terms of this Agreement. In the event such an employee is to be laid off, the

case shall be discussed by Management with the UNION Representative concerned prior to such lay-off.

SECTION 4. In cases where Management finds that knowledge, ability, skill, physical fitness and job performance are approximately equal and a question involving promotion, demotion, lay-off, transfer or reemployment shall arise, the employee having longest seniority shall be given primary consideration. Lay-offs or Reductions of Force (ROF) shall be based on seniority according to the identity of an employee's primary skill. However, in case of lay-off due to reduction in force, an employee having less than one (1) year's service may be laid off from his work group without considering the seniority of employees in other work groups.

SECTION 5. In the event that Management transfers an employee from his job to an available job of the same code rate in a similar or different craft, skill, and job classification and finds that the employee performs such new job satisfactorily, the employee so transferred shall suffer no reduction in base rate because of such transfer. Accordingly, efforts shall be made to transfer the employee to a job of the same skill and classification so that he may not suffer a reduction in base rate.

SECTION 6. Any employee transferred from another branch or a subsidiary of the COMPANY to a job included in the bargaining unit shall not be given a higher base rate or be accorded any more favorable working conditions by reason of any agreement made prior to said transfer than any other employee of the same craft, skill, and job classification at this PLANT.

SECTION 7. Anyone on the PLANT rolls, but outside the scope of the bargaining unit on August 1, 1961, who has previously held any job within the bargaining units, and later returns to any job within the bargaining unit, shall receive seniority credit for time on jobs both in and out of the bargaining units prior to August 1, 1961, calculated in accordance with Section 1 of this ARTICLE. For time spent on jobs out of the bargaining units after August 1, 1961, he shall receive seniority credit when he has been back in the unit for two (2) consecutive years.

The seniority of any employee who is transferred to a job outside the scope of the bargaining units after August 1, 1961, and who later is transferred back to a job within the bargaining unit shall be that seniority accrued while within the bargaining units, and he shall receive credit for seniority, calculated in accordance with Section 1 of this ARTICLE, for time spent on jobs outside the bargaining units after he has been back within the bargaining unit for two (2) consecutive years.

Anyone on the PLANT rolls transferred to a job within the bargaining unit, who has not previously held a job within the bargaining units, shall receive no seniority credit for service prior to such transfer.

SECTION 8. After January 1, 1990, when an employee is reemployed following resignation, he will start to accumulate seniority credit for all prior seniority after he has accumulated two (2) years of seniority.

SECTION 9. *Work Distribution.*

The desirability of spreading work during extended periods of curtailment is recognized by both parties hereto.

When necessary in the judgment of the Works Manager to curtail hours of work during such times, employees, subject to the qualifying factors of Section 4, having:

- A. Fifteen (15) or more years' seniority shall not be scheduled for less than an average of thirty-eight (38) hours per week;
- B. Ten (10) to fifteen (15) years' seniority shall not be scheduled for less than an average of thirty-six (36) hours per week;
- C. Five (5) to ten (10) years' seniority shall not be scheduled for less than an average of thirty-two (32) hours per week;
- D. Less than five (5) years' seniority may be scheduled for less than thirty-two (32) hours per week pending further reduction in force.

Should Management find it impractical to follow these arrangements, they shall review the matter with the UNION prior to making exceptions.

This Section shall not be construed as a guarantee of employment.

## **ARTICLE V**

### **EMPLOYEE RECORDS**

SECTION 1. The Management, on the request of an employee's Area Representative, shall produce for such Representative's examination, records of that employee pertaining to his seniority, job qualifications, safety, rates of pay, and wages. However, records pertaining to an employee's salary shall be furnished only upon the prior written approval of such salary roll employee.

SECTION 2. Upon written authorization from an employee, and in the presence of the PLANT physician or his designated representative, Management shall produce for examination by the UNION President, Vice President, or Area Representative, the employee's medical records or any portion thereof. If the UNION desires a copy of such records without examination, Management will provide such copies with the same authorization mentioned previously.

SECTION 3. No records shall have any detrimental effect upon an employee unless he has had notice of this notation and an opportunity is given to him to show any reasons why such notation should not be made.

## **ARTICLE VI**

### **DISCHARGE**

SECTION 1. Reasons for discharge shall be any good and sufficient cause consistent with current PLANT practices and policies relative to cause for discharge; provided, however, any case which in the opinion of the employee involved or his UNION Representative is unjust and without good and sufficient cause may become a grievance and shall be subject to all provisions in ARTICLE IX. Except that grievances related to discharge shall be submitted directly to the third step of the grievance procedure.

SECTION 2. Copies of all PLANT rules and regulations relative to or defining causes for discharge as may hereafter be adopted by the PLANT shall be reviewed with the UNION before they become effective.

SECTION 3. In case of discharge the Area Representative and UNION President or Vice-President shall be notified before the employee is removed from the payroll and shall thereafter be privileged to make an examination of the records pertaining to such discharge.

SECTION 4. In case an employee is discharged and subsequent investigation, made in accordance with the procedure provided in ARTICLE IX, or ARTICLE XI, shows that his discharge was unjust, he shall be reinstated and granted back pay in an amount equal to the wages which he reasonably would have been expected to earn during the time lost by reason of such discharge, offset by any interim wages received from substituted employment and/or Unemployment Compensation. The amount of Unemployment Compensation received by the employee, and used in the calculation of back pay due, will be refunded directly to the State by the COMPANY. In addition, seniority shall be restored as if he had not been discharged. In any such case of discharge which is found to be unjust in the above procedure, the COMPANY shall not be liable for more than nine (9) calendar months of back pay dating from the date of discharge. Management, upon receipt of proper dues deduction authorization, will deduct from the back pay and remit to the UNION an amount equivalent to what the employee would have paid to the UNION during the back pay period.

SECTION 5. The COMPANY agrees that no employee shall be discharged except for just cause.

SECTION 6. An employee separated from the roll for medical reasons upon the recommendation of the Medical Division shall not be construed to be discharged.

**ARTICLE VII**  
**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 such rules, regulations, and interpretations as existed prior to the signing of this Agreement, and to such modifications thereof, as may be hereafter adopted generally by the COMPANY or by the PLANT to govern such privileges; provided, however, that as long as any one of these COMPANY Plans and Practices is in effect at any other PLANT within the COMPANY, it shall not be withdrawn from the employees covered by this Agreement:

- Continuity of Service Rules
- Service Emblem Plan
- Vacation Plan
- Short-Term Disability Plan
- Noncontributory Group Life Insurance Plan
- Contributory Group Life Insurance Plan
- Dependent Care Spending Account Plan
- Health Care Spending Account Plan
- Salary Allotment Insurance Plan
- Pension and Retirement Plan
- Special Benefits Plan
- Payments to Employees on Jury Duty
- Payments to Employees on State and  
National Guard Emergency Duty

Treatment of Employees While Engaged in Peacetime  
Military Training

Savings and Investment Plan

Retirement Restoration Plan

Dental Assistance Plan

Total and Permanent Disability Income 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.

## **ARTICLE VIII**

### **UNION REPRESENTATION**

SECTION 1. *Limits of UNION Representation.*

In order to facilitate collective bargaining with respect to rates of pay, wages, hours of work and other conditions of employment, the COMPANY and the UNION shall jointly divide the PLANT into Areas for such purpose, and such Areas shall conform as nearly as is reasonably possible to the established Areas, Units, Divisions, and Subdivisions used by the COMPANY for its administrative purposes, but the number of Area Representatives shall not exceed twenty-five (25).

It is expected that all Area Representatives and UNION Officers will be working at their job assignments while not engaged in on-site collective bargaining. Such Area Representatives and UNION Officers shall be allowed time off from work by supervision with pay for the purpose of on-site meetings initiated or agreed to by Management. In addition,



the following practices shall apply:

- A. UNION Officers and Area Representatives will be assigned to a work schedule within their respective work areas based on seniority. However, UNION Officers and Area Representatives shall be permanently assigned to daywork (Monday-Friday) if they so desire in order to facilitate the carrying out of their responsibilities.
- B. While a UNION Representative is working in an overtime situation, he will not be paid for collective bargaining purposes.
- C. Welfare and Wage and Rate issues will be bargained with the Management Executive Committee.
- D. Management will pay up to six (6) Representatives to attend Third Step Grievance Meetings.
- E. Management will pay no more than one (1) P & M Area Representative per business unit, plus the UNION President, to attend Executive Committee Meetings.
- F. No UNION Representative will be paid by Management for attending UNION/Management meetings outside of their regular working hours.
- G. UNION Representatives shall return to their work assignment upon adjournment of UNION/Management meetings.
- H. UNION Representatives will be paid for time spent handling grievances pursuant to the terms of ARTICLE IX.
- I. When the UNION President is absent from the PLANT for a full day, his designate will be allowed to be released from his assignment under the following guidelines:
  - 1. Prior notice and approval needed from his/her immediate supervisor.

2. No premium allowance will be paid for a change in shift schedule.
3. Relief will not be allowed if overtime is involved.

SECTION 2. *Area Representatives.*

A. The UNION shall certify to the Management one (1) or more Area Representatives from each Area who may receive, but not solicit, problems and grievances from the Group Stewards or from the employees of his designated Area. In his absence another Area Representative may be designated by the UNION Officers to serve in his place. However, the number of Representatives investigating or meeting with Management on a single problem or grievance shall be kept to a minimum.

1. A Representative wishing to confer with an employee in his designated representative Area about a problem or grievance of the employee should first clear his visit with the employee's immediate supervision.
2. A Representative desiring to confer with supervision in another representative Area or with Works Management or their representatives shall make arrangements with his supervision before he leaves his Area and shall notify his supervision promptly on his return. Where at all practical, Representatives shall make appointments in advance for all such conferences.
3. The Area Representative shall be allowed access to any records pertaining to employees of his designated Area in accordance with ARTICLE V, Sections 1 and 2. When a Representative desires information from the Human Resources Unit in an investigation of a problem or grievance, he should make known his desire to the supervision concerned, who will supply the information or make

arrangements for the Representative to obtain it himself.

4. Area Representatives may hold meetings with other Area Representatives on COMPANY property. Such meetings shall not be held on COMPANY time, but may be held during lunch periods or before or after working hours.

B. No Area Representative shall be transferred out of his Area without prior consultation with the UNION Officers. If a UNION Representative is transferred out of his Area of representation by Management, he may continue to represent the employees in his former Area until his term expires, after which, a new Representative will be elected from among the employees working in the former representation Area subject to the provisions of ARTICLE VIII, Section 1.

After his candidacy has been certified to the Works Management by the UNION, no candidate for election to the office of Area Representative shall be transferred out of his Area for UNION representation for the purpose and with the intent of depriving said candidate of eligibility for election to office.

C. The COMPANY and its agents shall recognize an employee as an authorized Area Representative of the UNION as soon as the UNION advises the COMPANY in writing of the employee's status as such.

### SECTION 3. *Group Steward.*

A. A group may consist of the employees of any shop, building, unit, or subdivision of the Area. The total number of Group Stewards shall not be in excess of one hundred ten (110). The duties of a Group Steward shall be to present to the Team Manager or immediate supervision concerned and, when necessary, to his Area Representative, such complaints or demands as his Group or any employee thereof may require of him. Group Stewards shall not conduct other UNION business

during their working hours.

B. The COMPANY and its agents shall recognize an employee as an authorized Group Steward of the UNION as soon as the UNION advises the COMPANY in writing of the employee's status as such.

C. The duties and authority of a Group Steward shall be confined to his Group and no Group Steward shall be transferred from his Group without prior consultation with the Area Representative.

*SECTION 4. Meetings of Area Representatives with Group Stewards.*

An Area Representative may hold meetings with Group Stewards of his Area on COMPANY property. Such meetings shall not be held on COMPANY time but may be held during lunch periods or before or after working hours.

SECTION 5. In the event that an Area Representative of the UNION shall be delegated to attend to business of the UNION which requires him to be absent from work, the Works Management will grant him, on the joint written request of the employee and the UNION, time off without pay for such purpose but not to exceed a total of two (2) weeks in any one calendar year; provided that the absence of such an employee will not unduly interfere with PLANT operations. In the event a longer period of absence is required, the COMPANY will endeavor to work out a reasonable arrangement for the additional leave of no more than the two (2) Representatives at any one time.

SECTION 6. The term "collective bargaining" as used in this ARTICLE shall have the same meaning as the scope of activities designated as "collective bargaining" under the practices followed during the term of the 1982 collective bargaining agreement.

SECTION 7. Management shall insure that all Management Representatives comply with the Plant-wide policy of recognizing the scope of collective bargaining responsibilities of UNION Officers and Representatives pursuant to this Article.

## **ARTICLE IX**

### **ADJUSTMENT OF GRIEVANCES**

SECTION 1. A Grievance Committee shall be appointed by the UNION of not less than three (3) nor more than six (6) employees who are UNION Area Representatives.

SECTION 2. Should a grievance arise between the COMPANY and the UNION or the employees, such grievance may be treated under this ARTICLE. Such grievance must be presented to Management within thirty (30) days of the incident causing the grievance to be subject to the terms of this Agreement. Grievances applying to discharge cases may be submitted directly to the third (3rd) step of the grievance procedure.

SECTION 3. There shall be no suspension of work of any kind by the UNION or the employees, nor shall there be a lockout by the COMPANY because of such grievance; but an earnest effort shall be made to settle such grievance in the following sequence:

*First Step:* A conference between the aggrieved employee and his immediate supervisor and his Area Representative shall be held, and an answer given, within ten (10) days after the grievance is submitted. If not appealed to the next step within seven (7) days after the COMPANY answer, the grievance will not be considered further.

*Second Step:* If not settled in the first step, then a conference between the aggrieved employee and his Unit Manager or designee and his Area Representative shall be held and an answer given, within ten (10) days after the grievance is submitted in the second step. If not resolved at the second step, the grievance to proceed to the third step must be submitted to the third step within thirty (30) days of receiving the second step answer.

*Third Step:* If not settled in the second step, then a conference between the UNION Grievance Committee and the Management Grievance Committee shall be held. The third step conference to hear the grievance must be held within thirty (30) days of the grievance being submitted to the third step. The aggrieved employee may be present at the third step at the request of the employee or of either party to this Agreement. If the Grievance Committee so desires, a Solicitor for the UNION may be present. An earnest effort shall be made to answer all grievances coming to this third stage within thirty (30) days after the grievance is submitted to the Management Grievance Committee.

SECTION 4. The time limits on submitting and answering grievances are based on calendar days and may be waived by mutual agreement.

SECTION 5. Any UNION Representative who is representing an individual grievant shall be afforded the necessary time to represent that grievant at all grievance-step meetings, provided, however, that Management will pay no more than six (6) representatives to attend third step grievance meetings per this ARTICLE. In the event that work demands prevent a UNION Representative from being let off at the time of the meeting, the meeting shall be rescheduled as soon as practicable.

SECTION 6. Any grievance which is not satisfactorily settled at the conclusion of the third step of the grievance procedure may be subject to review and reconsideration at any time within forty-five (45) days following the mailing of Management's written answer to the grievance.

## **ARTICLE X**

### **MEETINGS OF COMMITTEES**

SECTION 1. Each of the three (3) UNION Committees (Executive, Grievance, and Health and Safety) shall meet with its corresponding Management Committee at the request of either party for the purpose of discussing any matters of mutual interest. Pay and attendance shall be in accordance with ARTICLE VIII, Section 1. UNION Representatives shall not be eligible for pay from the COMPANY for time spent in meetings held off the Works or held outside of the Representative's regular working hours.

SECTION 2. The President or his designate of the UNION shall be admitted to these meetings. An expert for the UNION may be present at the meetings.

## **ARTICLE XI**

### **ARBITRATION**

SECTION 1. A grievance relating to the interpretation or to any alleged violation of this Agreement not settled to the mutual satisfaction of either party by the third step answer in the grievance procedure may be submitted to arbitration on the written request of either party within thirty (30) calendar days after the third step answer is issued.

SECTION 2. On submission to arbitration the arbitrator shall be selected from a panel submitted by the American Arbitration Association according to its rules. The expense of the arbitrator shall be borne equally between the UNION and the COMPANY. Any decision arrived at by the arbitrator shall be final and binding upon both parties hereto.

## **ARTICLE XII**

### **BULLETIN BOARDS**

SECTION 1. The COMPANY agrees to allow the UNION to use designated Bulletin Boards of the COMPANY for posting notices, as hereinafter provided:

#### **Notices**

- A. The notices shall not exceed a size of 8 1/2" X 13", nor shall more than two (2) notices be posted on any one Bulletin Board at any one time unless one is placed on top of the other;
- B. They shall not be pasted or glued;
- C. They shall contain no propaganda or inflammatory copy;
- D. They shall contain nothing political, controversial, or reflecting upon the COMPANY or any of its employees; and
- E. They shall contain and be restricted to:
  - 1. Notices of meetings of the UNION;
  - 2. Notices of its elections and the results thereof;



3. Patriotic material and appeals;
  4. Social and recreational affairs of the UNION;
  5. Health, safety, and morale items; and
  6. UNION minutes of meetings held with the three (3) Management Committees.
- F. All notices must be signed by an authorized representative of the UNION and a copy shall be transmitted to the Works Management.

### **ARTICLE XIII**

#### **HOLIDAY PAY**

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

New Year's Day	Labor Day
Washington's Birthday	Thanksgiving Day
Good Friday	Friday after Thanksgiving Day
Memorial Day	December 24th
Fourth of July	Christmas Day
	Personal Day

When any of the recognized holidays falls on Saturday, the previous Friday will be observed as the holiday for all employees whose regular work schedule is Monday through Friday.

The actual day, Saturday, will be observed as the holiday for all other employees.

When any of the foregoing holidays, except the Personal Day and December 24th falls on Sunday, the following Monday shall be observed as the holiday. When December 24th falls on Sunday, the following Tuesday shall be observed as the holiday. When December 24th falls on Saturday, the preceding Friday shall be observed as the holiday. Employees other than those whose regular work schedule is Monday through Friday, will observe New Year's Day on the day that it falls.

Washington's Birthday may be observed on another date, provided agreement is reached between the UNION and the COMPANY prior to October 1 of the preceding year.

SECTION 2. Pay for hours equivalent to regularly scheduled hours not to exceed eight (8) shall be paid to an employee for each of the eleven (11) holidays designated in Section 1 of this ARTICLE, 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 in which case such pay shall be at the employee's regular rate, or
2. The holiday is observed on one (1) of his scheduled days of rest in which case such pay shall be at the employee's base rate (an employee on vacation, leave of absence, or absent from work for one (1) week or more due to a shutdown of equipment or facilities or conditions beyond Management's control shall not be considered as having "scheduled days of rest" during such periods of absence).

B. Works on his last scheduled working day prior to the holiday and on his next regularly scheduled working day following the holiday unless excused by Management for whole or part of such scheduled days. If an employee who is scheduled to work on the holiday fails to work on such day, and his absence is not excused, he shall receive no pay for that day.

The hours for holidays not worked under Item A.1. of this Section and Section 1 of this ARTICLE shall be used in computing overtime payable for hours worked in excess of forty (40) in a workweek. The hours for holidays not worked under Item A.2. of this Section shall not be used in computing overtime payable for hours worked in excess of forty (40) in a workweek.

The hours and pay under Sections 1 and 2 shall be used in the calculation of regular rate under ARTICLE I, Section 6.

SECTION 3. For the purpose of this ARTICLE, holiday hours shall correspond with the calendar day except that an employee assigned to start work at 11:30 p.m. on the day preceding the holiday shall have his twenty-four (24) hour holiday period start at such time. An employee assigned to start work at 11:30 p.m. on the holiday shall not be subject to pay in accordance with the provisions of this ARTICLE because of the one-half (1/2) hour so worked prior to midnight.

## **ARTICLE XIV**

### **DEATH IN IMMEDIATE FAMILY**

SECTION 1. An employee 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 for a maximum of three (3) scheduled working days, starting on the day of death or on the day following the death. 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.

SECTION 2. A member of the employee's immediate family shall be limited for the above purpose to father or mother, husband or wife, brother or sister, son or daughter, and mother-in-law or father-in-law. No more than three (3) days' pay will be given should more than one (1) death occur in the family within any three (3) day period. No allowance shall be granted in the case where the employee does not attend the funeral of the deceased. Notice of such deaths must be given to employee's supervision as soon as is reasonably possible.

SECTION 3. An employee who is excused from work to attend the funeral of his grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, or sister-in-law shall be paid his regular rate of pay for regularly scheduled hours of work up to a maximum of eight (8) or twelve (12) hours. Brother-in-law and sister-in-law are defined as the spouse of the employee's brother or sister and the brother or sister of the employee's spouse. No pay allowance shall be granted in cases where the employee does not attend the funeral of the deceased. 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. Notice of such deaths must be given to employee's supervision as soon as is reasonably possible.

**ARTICLE XV**  
**SEVERANCE PAY**

SECTION 1. The receipt of severance pay provided under this ARTICLE is conditioned upon the separation of an employee from the employment rolls as terminated because of lack of work during the term of this Agreement.

SECTION 2. An employee who has one (1) year or more of service shall be paid Severance Pay each time he is terminated during the term of this Agreement because of lack of work, except that such pay will not be paid when:

- A. He accepts, before his termination becomes effective, a job at any other COMPANY location, including a site of a wholly owned subsidiary;
- B. He is pensioned; except when his employment would otherwise be involuntarily terminated due to lack of work and he retires under Section IV of the Pension and Retirement Plan provision for Optional Retirement. This exception will not apply if he retires and part E. also applies;
- C. He is scheduled off from work temporarily due to curtailment or cessation of operation caused by:
  - 1. Fire, flood, or power failure, transportation difficulties, material shortages, and the like;
  - 2. Any emergency condition beyond the direct control of Management.

When an employee is "scheduled off" for such a reason for a definite or an indefinite temporary period, he shall not be considered as terminated for the purpose of this Agreement, or

D. Operations cease or are curtailed by reason of a strike or other labor dispute, whether or not the COMPANY is involved directly or indirectly in such strike or dispute.

E. An employee is offered continued employment at the Chambers Works in conjunction with a sales agreement between the COMPANY and the buyer of the COMPANY assets, and:

1. He accepts the employment offer with the buyer, or
2. He rejects the employment offer with the buyer unless
  - The offer is not at a pay level equal to or greater than 80% of the employee's Du Pont regular wage or salary level, or
  - His rejection results in a job offer for another employee who would not otherwise have received an offer.

The effective date of this Section (2.E.) shall be August 1, 1990, and shall not apply to prohibit the payment of Severance Pay based on service credited before August 1, 1990.

F. He resigns, is discontinued, enters Military Service or is discharged.

SECTION 3. Management may elect to pay Severance Pay in a lump sum or in weekly installments.

SECTION 4. Severance Pay, if being paid in weekly installments, shall be discontinued when a former employee is offered reemployment at the Chambers Works and Associated Units or is employed at any COMPANY location.

SECTION 5. The amount of an employee's Severance Pay, subject to the foregoing provisions of this ARTICLE shall be:

- A. One (1) week's pay for each of the first four (4) years of service, plus
- B. One (1) week's pay for each year of service over four (4) reduced by the amount of any Severance Pay previously paid at any Du Pont location for service over four (4) years. However, this reduction shall be offset in equal monthly increments to zero over a forty-eight (48) month period of reemployment from last termination for lack of work. A fractional part of a year, after his first year of service, shall be computed at the rate of one-twelfth (1/12) of one (1) week's pay for each full month of service. In such computation, if in addition to full months of service, an employee has accrued fifteen (15) or more days on the date he is terminated, he shall be credited with a full month.

For Severance Pay purposes, a week's pay shall be equal to the employee's current regular rate per hour or to his average regular rate per hour during the thirteen (13) weeks prior to the week in which termination occurs, whichever is greater, multiplied by the number of hours, not to exceed forty (40) hours, constituting his regular weekly hours of work at the time of his termination.

SECTION 6. An individual who has received Severance Pay shall not be required to return any portion of such pay to the COMPANY in the event he is reemployed.

SECTION 7. Severance Pay shall be in addition to any vacation allowance and any unemployment compensation benefits to which the employee may be entitled.

SECTION 8. Nothing contained in this ARTICLE shall be deemed a guarantee to any employee of a workweek of any specified number of hours.

SECTION 9. Wherever the term "service" is used in this ARTICLE, it shall mean continuous service of an employee as defined and calculated under the COMPANY'S Continuity of Service Rules.

**ARTICLE XVI**  
**HOSPITAL AND MEDICAL-SURGICAL**  
**COVERAGE**

SECTION 1. The COMPANY will provide basic Hospital and Medical-Surgical coverage through the Medical Care Assistance Program (MEDCAP), as set forth in the terms and provisions of the plan.

SECTION 2. In lieu of coverage specified in Section 1 of this ARTICLE, the COMPANY will pay to the Blue Cross and Blue Shield of Delaware, Inc., or the approved Health Maintenance Organizations (HMO's), in whichever the employee is enrolled, the premium for basic coverage, as set forth in Section 3 of this ARTICLE, for a regular full-time employee, or a former employee with one (1) year or more COMPANY service who has been terminated for lack of work, or such employee and former employee and dependents (spouse and children as defined by the agency providing the coverage) if the employee enrolls for such coverage; provided, however, that no duplicate premium will be paid for any spouse or child of an employee who is also an employee of the COMPANY.

Any premium for the Blue Cross and Blue Shield of Delaware, Inc. or for the approved Health Maintenance Organizations (HMO's) in excess of the basic MEDCAP premium as determined by the COMPANY will be deducted from the employee's wages by the COMPANY by written authorization



provided by the employee. No portion of the difference in premiums is to be paid by the COMPANY, nor shall the COMPANY make any refund if the Blue Cross and Blue Shield of Delaware, Inc. or HMO premiums are lower than the premium for the Du Pont Medical Care Assistance Program (MEDCAP).

Payments for terminated employees or such employees and qualifying dependents will be provided for a period not to extend beyond the earlier of (a) the last day of the twelfth (12th) calendar month following the month in which the employee was terminated on account of lack of work, (b) the last day of the calendar month in which the former employee dies, (c) the last day of the calendar month in which the former employee refuses recall to the Chambers Works, or (d) when the former employee is employed at another COMPANY site.

SECTION 3. For an employee enrolled with Blue Cross and Blue Shield of Delaware, Inc., basic hospital and medical-surgical coverage shall be that provided by the Blue Cross and Blue Shield of Delaware, Inc. in its March 7, 1980 Health Care Benefits Contract with the COMPANY as last amended August 18, 1980 (basic coverage as described in booklet entitled: "Blue Cross and Blue Shield of Delaware Hospital-Surgical-Medical Program," as revised August 1982).

SECTION 4. If an employee enrolls for the additional coverage offered by Blue Cross and Blue Shield of Delaware, Inc. (Comprehensive Extended Benefits coverage as described in booklet entitled: "Blue Cross and Blue Shield of Delaware Hospital-Surgical Medical Program"), and authorizes the deduction from his wages of the amount of premium for such additional coverage, the COMPANY will deduct that amount from his wages. Former employees who have been terminated

for lack of work for no more than twelve (12) months beyond the end of the month in which termination occurred may qualify for the additional coverage if they enroll for such coverage and pay the premium. No portion of the premium for any such additional coverage, whichever is elected, is to be paid by the COMPANY.

## **ARTICLE XVII**

### **OCCUPATIONAL DISABILITY**

An employee who incurs an occupational disability in the service of the COMPANY shall receive all the benefits for which he is eligible under the COMPANY'S Industrial Relations Plans applicable to such disability.

If an employee becomes unable to perform his regular duties because of an occupational partial disability incurred in the service of the COMPANY and is able to do some form of work, the COMPANY shall make a sincere effort to provide employment at work which the employee is capable of performing and at a code rate corresponding to the code rate which he held at the time he became partially disabled.

## **ARTICLE XVIII**

### **SAFETY**

SECTION 1. Area Representatives may attend those Safety Meetings agreed upon between the Unit Manager or his designee and the Area Representative.

SECTION 2. An employee required by the COMPANY to participate in an official investigation of an accident may have

his UNION Representative accompany him.

SECTION 3. A joint UNION /Management Health and Safety Committee will be established to bargain health and safety issues.

SECTION 4. Employee health and safety incentives will be bargained with the UNION.

## **ARTICLE XIX**

### **MISCELLANEOUS**

SECTION 1. An employee required to work two (2) or more hours beyond his regularly scheduled work period or an employee who is called in to work, as defined in ARTICLE XX, Section 10, and who works two (2) or more hours on such call in, shall be given a non-transferable meal allowance valued at six dollars (\$6.00). Such employee shall be allowed a thirty (30) minute intermission with pay at his lunch time.

SECTION 2. The established PLANT practices with respect to providing clothing and footwear for employees in effect on the day this Agreement is signed shall be continued until further notice, reserving, however, the right to the UNION to review these practices with Management at any time. Any change in these practices proposed by Management shall be explained to the UNION prior to adoption.

SECTION 3. The COMPANY shall supply for temporary use on the PLANT, at no cost to employees, such safety equipment as is presently being so furnished or as may be needed in emergencies for the safety and health of the employees while at work.

SECTION 4. The Plant will follow the procedures in effect at the time for:

- A. Expanded Flexibility
- B. Overtime Procedure - Chambers Works  
Mechanical Technicians
- C. Managing Overtime
- D. Detail Rates (Special/Critical Skills)
- E. Research and Development

SECTION 5. The procedure to simplify movement of employees between work groups is as follows:

Guidelines:

- A. For loans of less than thirty (30) calendar days, movement would be from the crew or building with available, qualified manpower to the need as determined by Management. The UNION shall be advised of the loan no later than 4:30 p.m. of the next regular business day.
- B. For loans of more than thirty (30) calendar days, lacking volunteers, the least senior, qualified employee from the crew or building with available manpower would be loaned. Discussions would be held with the UNION.
- C. Loans between groups would be limited to:
  - Production to Production Groups
  - Technicians to Technicians
  - Mechanics to Mechanics
  - Environmental Resources to Environmental Resources

Operators, technicians, or mechanics may be loaned to Environmental Resources Unit for periods not to exceed thirty (30) days. The UNION shall be advised no later than 4:30 p.m.

of the next regular business day.

SECTION 6. The procedure for day/shift selection is as follows: Operators, Inspectors, Mechanics and/or Technicians who are being bumped to the F and/or A pools, and A' through F' Serviceworker pool may designate their preference for a day or shift job.

- A. This preference will be designated in writing in advance of the bump after the excess is announced.
- B. Selection of day or shift, once made, is final.
- C. The bumping employee can only designate day or shift preference, and not job or Area preference.
- D. Employees bumping into the pools will be moved to the highest rated job to which their seniority entitles them in accordance with their day/shift preference.
- E. Employees bumping from Operator, Inspector, Mechanic or Technician will be assigned as far as possible according to their preference and seniority to the jobs being vacated by shorter service employees being bumped from the affected pool or pools.
- F. In no case will excess employees bump more senior employees in the pool who would not normally be affected by the manpower moves then in progress.
- G. Employees may not make a selection to a lesser rated job than that to which they are entitled by seniority.

SECTION 7. The procedure regarding recall rights of employees terminated for prearranged employment is as follows:

Employees whose jobs are defined as excess and who

terminate for prearranged employment shall be granted recall rights.

- A. Must be during an announced excess period.
- B. Termination must be effective no later than the announced date of the involuntary terminations.

SECTION 8. The procedure for salvage sales to employees is as follows:

- A. Maintain Saturday monthly sales day.
- B. Offer excess furniture to employees with a bid system.
- C. Offer excess automobiles, trucks, office machines, shop tools, etc., to employees with the present bid system.
- D. Accumulate future excess furniture.
- E. Employees will be notified of inspection period for excess furniture.
- F. Accept bids and award items to the highest bidder.

SECTION 9. The procedure for bringing the Bloodmobile on to the Plant is as follows:

In support of the Salem County blood donor program, Management offers the following:

- A. Bring Bloodmobile onto Chambers Works and allow all employees who wish to participate the opportunity to donate. Appointment times will be from 12:00 p.m. to 5:00 p.m.
- B. Employees will be given opportunity to indicate their desire to donate in advance and then be scheduled as follows:

1. P & M employees will be scheduled during the latest appointment times.
  2. All other employees will be scheduled to fill the earlier times.
- C. All employees will be expected to return to work following their donation and recovery period.

SECTION 10. The procedure regarding the clothing and shower practice is as follows:

A. Requirement for COMPANY-issued clothing:

1. Employees who are normally assigned to and work in production or process development operations are required to wear protective clothing. They will be issued COMPANY clothing consisting of sanitized "Nomex" outerwear, underwear and socks.
2. Employees not assigned to and working in production or process development operations such as warehouses, stores, laboratories and certain mechanical shop areas are not required to wear protective clothing. By employee request, they will be issued COMPANY clothing consisting of "Nomex" outerwear. Underwear and socks would not be provided. Those not now required to wear "Nomex" outerwear clothing will not be issued clothing on request.

B. Clothing provided:

1. Five (5) sets of outer clothing: Shirts and trousers or coveralls or shirts and overalls. Replacement outer clothing may be obtained by turning in the old item.
2. Five (5) sets/year underwear and socks (only for those

employees required to wear protective clothing).

3. Two (2) lined and/or unlined jackets.

4. Khaki will no longer be issued.

C. Safety Shoes:

One (1) pair of safety shoes will be issued annually. Replacement pairs shall be provided with justification.

D. COMPANY-paid change and shower time - Production and Maintenance:

1. Employees required to wear protective clothing and who are required to shower will be permitted to leave the workplace eighteen (18) minutes prior to the end of their shift to change and shower.

2. Employees not required to wear protective clothing and who are not required to shower will be permitted to leave the workplace ten (10) minutes prior to the end of their shift.

3. Change time at the beginning of the shift is to be reduced by six (6) minutes for all P & M bargaining unit employees.

E. Incidentals:

1. Handsoap limited to two (2) kinds.

2. Eliminate issue of foot powder.

3. Continue issue of shower clogs and towels.



## **ARTICLE XX**

### **HOURS AND OVERTIME**

#### **SECTION 1. *Workweek.***

The workweek shall begin at 12:00 midnight Sunday night and end 12:00 midnight the following Sunday night, except the twelve (12) hour shift, which shall begin at 6:00 a.m. Monday morning and end 6:00 a.m. the following Monday.

#### **SECTION 2. *Workday***

The workday shall begin at 12:00 midnight and end the following day at 12:00 midnight, except the twelve (12) hour shift which shall begin at 6:00 a.m. and end the following day at 6:00 a.m.

**SECTION 3.** When an employee on straight day work [works three (3) out of four (4) weeks Monday through Friday in any four (4) consecutive week period] is scheduled in advance of the workweek to work on both Saturday and Sunday, he shall not be required to take off other than his first two (2) scheduled workdays in that workweek, or if supervision finds it is not in a position to grant this, the employee shall not be required to take compensating time off during that workweek because of the scheduled Saturday and Sunday work.

When an employee on straight day work [works three (3) out of four (4) weeks Monday through Friday in any four (4) consecutive week period] is scheduled in advance of the workweek to work on Saturday but not on Sunday, he shall not be required to take off other than Monday of that workweek because of such scheduled Saturday work.

When an employee on straight day work [works three (3) out of four (4) weeks Monday through Friday in any four (4) consecutive week period] is scheduled in advance of the workweek to work on Sunday but not on Saturday, he shall not be required to take off other than Monday or Friday of that workweek because of such scheduled Sunday work.

This Section shall not apply in case the employee is being transferred to a different job.

SECTION 4. Overtime pay at one and one-half (1-1/2) times the employee's regular rate of pay shall be paid for:

- A. All work performed in excess of forty (40) hours in any workweek.
- B. All work performed in excess of eight (8) hours for eight (8) hour shift employees or all work performed in excess of twelve (12) hours for twelve (12) hour shift employees within any period of twenty-four (24) consecutive hours from the time the employee is scheduled to start work or actually starts work; whichever is earlier, except:
  - This provision shall not apply where hours worked in excess of eight (8) or twelve (12), whichever shall apply, in any twenty-four (24) consecutive hours are the result of a change in schedule which is made with supervision's approval at the written request of the employee.
- C. All work performed on the sixth (6th) day worked in the workweek.
- D. All work performed on Sunday (for the purpose of this Item D. Sunday hours shall correspond with those

designated for holidays in ARTICLE XIII, Section 3, of this Agreement.)

- E. All work performed on a normally scheduled day of rest except when:
1. It is at the employee's request;
  2. It is caused by the transfer of the employee to a different job;
  3. The employee has been scheduled to work less than forty (40) hours and his schedule is increased;
  4. The employee's work schedule is revised to equalize hours of work within his work group.

For the purposes of this Item "E" the employee's "normally scheduled day of rest" shall mean:

- Either of the two (2) days originally scheduled for him as rest days where five (5) workdays in the workweek were established for his work group, or
- The day originally scheduled for him as a rest day where six (6) workdays in the workweek were established for his work group.

**SECTION 5.** Weekly work schedules of the actual hours to be worked shall be posted at least seven (7) days in advance of the first hours so scheduled and the UNION shall have the right to question such schedules, if, in the opinion of the UNION, it is thought that favoritism or discrimination is being used in making of such work schedules. However, it is recognized that it is impractical to post work schedules for certain employees such as those on extended absences due to sickness, leave of absence, or jury duty.

SECTION 6. In the event that an employee's posted working hours are changed and he works the revised schedule, he shall be paid an allowance of four (4) hours' pay at his base rate unless the employee has been given at least one hundred sixty-eight (168) hours' notice prior to the first hours of work changed by such revision. This Section shall not apply in case working hours are changed due to:

- A. An employee requesting the change;
- B. Returning an employee to his original schedule;
- C. The addition of hours or days of work to an employee's original schedule except on the last day of the workweek;
- D. The transfer of an employee to a higher rated job or a transfer at the employee's request.

The hours and pay under this Section shall be used in the calculation of regular rate under ARTICLE I, Section 6, however, such hours paid for but not worked shall not be used in computing any overtime hours, and further provided that the employee shall receive, in addition to this allowance, overtime pay for overtime hours actually worked, if any, in accordance with the applicable provisions of ARTICLES XIII and XX of this Agreement.

SECTION 7. An employee who performs overtime work or who is called in under Section 10 of this ARTICLE shall not be required to take compensating time off from his regularly scheduled hours of work to offset such overtime. An employee instructed to work beyond the end of his scheduled shift may be released upon the completion of the work assignment.

SECTION 8. Overtime pay at double the employee's regular rate of pay shall be paid for all hours worked on the seventh (7th) day worked in the workweek.

SECTION 9. For the purpose of determining whether an employee has worked a sixth (6th) or seventh (7th) day within the regular workweek, such employee shall be considered to have performed a day's work when:

- A. On one of the holidays listed in ARTICLE XIII, Section 1, which is a day in the employee's regularly scheduled working hours in that workweek, the employee is required by Management to take the day off solely because it is a holiday, and the holiday occurs prior to the sixth (6th) day worked in the workweek, provided, however, that if the employee is scheduled or requested by Management to work on such holiday and does not work, the holiday shall not be counted as a day worked;
- B. An employee is granted an extra day's vacation in lieu of a holiday observed during such employee's vacation;
- C. Management excuses an employee from his work for part of a day on account of his illness;
- D. The employee reports for his regularly assigned duties without due notification to remain away from work as provided in Section 12 of this ARTICLE and at the instance of the COMPANY no work is available for him;
- E. The employee is called in and works on his day of rest, subject to the limitations set forth in Item G. of this

Section. Should such employee continue to work on into a second day of rest only the first day will be counted as a day worked unless four (4) or more hours are worked on each of the days of rest;

- F. The employee is required to be absent from work for part of a day because of death or illness in his immediate family, but only when excused for such purpose by Management;
- G. The employee is required to work immediately prior to or immediately following his work shift and thereby works on his regularly scheduled day of rest, such excess hours shall not be counted as an additional day worked unless the employee works four (4) or more hours on his regularly scheduled day of rest.

In no case shall an employee receive credit for more than one (1) day worked in a regular workday.

SECTION 10. An employee who is called in to work outside his regularly scheduled working hours shall be granted a call-in allowance of three (3) hours' pay at his base rate in addition to overtime pay at one and one-half (1<sup>1</sup>/<sub>2</sub>) times his regular rate for actual hours worked during such call-in. If an employee is not scheduled to work on Sunday and is called in for Sunday work, the present three (3) hour allowance is increased to four (4) hours. An employee shall be considered called in for the duration of the job and when, after having left the PLANT, he is notified to report back to work before his next scheduled shift. There shall be no automatic change in an employee's regular schedule in call-in situations. An employee held over beyond the end of his regular shift shall be given a minimum of thirty (30) minutes' notice prior to the end of that shift or, if such thirty (30) minutes' notice is not given the employee, he shall be

granted the call-in allowance provided in this Section. An employee who has been instructed to work beyond the end of his regular shift shall be granted the call-in allowance if such instructions are cancelled during the last thirty (30) minutes prior to the end of his regular shift. An employee called in to work, or held over beyond his regular shift for work, shall not be construed to have a change in schedule and eligible for pay under Section 6 of this ARTICLE. An employee paid under this Section shall not be granted pay under Section 11 of this ARTICLE.

SECTION 11. An employee held over for two (2) or more hours beyond the end of his regularly scheduled hours of work shall receive a holdover allowance of one-half (1/2) hour at his regular rate. This Section shall not apply to an employee called in to work under Section 10 preceding.

SECTION 12. An employee who reports for his regularly scheduled shift without having received at least two (2) hours' prior notice by Management not to report to work and Management finds that no work is available for him shall be paid for not less than four (4) hours at his base rate plus shift differential, when applicable. Such hours not worked shall in no case be paid at an overtime rate. If such employee is required to work, supervision shall make a sincere effort to provide him with his regularly scheduled number of hours of work. This Section does not apply to an employee who does not report for work as scheduled.

SECTION 13. An employee required by the COMPANY to work on his posted day of rest shall not be required to take compensating time off unless he is given more than one hundred sixty-eight (168) hours' notice prior to the start of work on his day of rest or in case he is being transferred to a different job.

SECTION 14. When more than one (1) rate is applicable to the same hours of work, the rates shall not be pyramided but only the highest single rate shall be paid, and any hours paid for at an overtime rate, except hours worked on holidays, shall not be used again for the purpose of determining any other overtime hours. When time and a half, double time, or two and one-half times the rates are paid for hours worked, such hours shall be considered overtime hours. When any of the rates set forth in this Agreement and regular salary are applicable to the same hours of work, such rates and salary shall not be pyramided in calculating the employee's total earnings.

## **ARTICLE XXI**

### **WAGE PAYMENT PRACTICES**

SECTION 1. Notations shall be made on an employee's paycheck stubs of any deductions.

SECTION 2. Employees shall be paid in accordance with the Plant's Single Salary System. The implementation of this program is not designed to alter the rates or amounts of compensation to which employees are otherwise entitled under this collective bargaining Agreement. All wage and benefit payments shall be made in a timely manner as required under this collective bargaining Agreement and under State and Federal law.



## ARTICLE XXII

### WAGES

SECTION 1. A copy of wage rates and rate progressions in effect as of the date of the signing of this Agreement and subsequent revisions of such rates and job classifications shall be furnished to the UNION by the COMPANY.

SECTION 2. Wage rates may be opened for negotiations by either party giving written notice of the proposed modification to the other party at any time during the life of this Agreement.

SECTION 3. *Shift Differential.*

#### Shift Designations - Standard Shifts

Shift #1	11:30 p.m. to 8:00 a.m.
Shift #2 (a)	7:30 a.m. to 4:00 p.m.
Shift #2 (b)	8:00 a.m. to 4:30 p.m.
Shift #2 (c)	7:48 a.m. to 4:18 p.m.
Shift #3	3:30 p.m. to 12:00 midnight
Shift #4	6:00 a.m. to 6:30 p.m.
Shift #5	6:00 p.m. to 6:30 a.m.

Shift designation of any work group shall be determined by business need.

Employees requesting to work irregular shifts shall be paid their regular rate of pay with no shift differential.

Employees working irregular shifts at the request of Management shall be paid at their regular rate of pay with appropriate allowances.

For 8-hour shift workers, a shift differential of forty-five cents (\$.45) per hour shall be paid for all hours of work between 3:30 p.m. and 12:00 midnight, and a shift differential of sixty-five cents (\$.65) shall be paid for all hours of work between 12:00 midnight and 8:00 a.m., with the exceptions listed below:

Shift differential shall not be paid to employees on the #2 shift for regularly scheduled working hours between 7:30 a.m. and 8:00 a.m. or between 3:30 p.m. and 4:30 p.m.

Shift differential of sixty-five cents (\$.65) per hour shall be paid to employees on the #1 shift for the half-hour between 11:30 p.m. and 12:00 midnight.

For 12-hour shift workers, a shift differential of seventy cents (\$.70) per hour shall be paid for all hours worked between 6:00 p.m. and 6:30 a.m. Shift differential shall not be paid to twelve (12) hour shift employees between the hours of 6:00 a.m. and 6:30 p.m.

SECTION 4. A salary roll employee shall be paid not less than his base monthly salary for normally scheduled hours except that, in the event unexcused absence or excused absence with less than full pay or without pay occurs, a deduction may be made from the employee's base salary for that period for such absence, provided, however, that the limitations set forth

in ARTICLE XX, Section 14, shall be governing.

### **ARTICLE XXIII**

#### **APPRENTICES**

The established PLANT practices, with respect to Apprentices, in effect on the day this Agreement is signed, shall be continued until further notice. However, Management reserves the right to change these practices after negotiations with the UNION.

### **ARTICLE XXIV**

#### **SUSPENSION OF PROVISIONS OF THE 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 provisions of this Agreement, such provision shall be modified to the extent necessary to comply with such law, rule, regulation, or order.

### **ARTICLE XXV**

#### **LIFE OF AGREEMENT**

SECTION 1. This Agreement shall be in full force and effect beginning the 18th day of July, 1991 and continue thereafter until terminated by either party with ninety (90) calendar days' advance notice in writing.

SECTION 2. If either party desires to modify or change this Agreement, it shall give notice in writing of the desire to modify

or change. If notice to modify or change is given by either party, this 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 representative on the 18th day of July 1991.

E. I. DU PONT DE NEMOURS  
AND COMPANY

CHEMICAL WORKERS  
ASSOCIATION, INC.  
AFFILIATE OF INTERNATIONAL  
BROTHERHOOD OF  
DU PONT WORKERS

By JOHN S. SIEG, JR.  
*Works Manager*

By WILLIAM J. GOLT  
*President*

By BRUCE R. FITZGERALD  
*Unit Manager, Human Resources*

Witness:

MICHAEL L. SZEP  
WILLIAM T. COLLINS  
FRED JAMISON  
JOHN W. FRANCHETTI  
DAVID R. ROBINSON

ALEXANDER DIAS  
JOSEPH V. FOSTER, SR.  
JOHN J. BOWE  
EDWARD E. RUSSELL  
ROBERT C. ALBERTSON, JR.  
ARTHUR J. MAURIZIO  
DOMINIC D. BASSANO  
CHARLES W. MAURER  
STANFORD J. QUARLES

#1604

# **AGREEMENT**

(CLERICAL UNIT)

*between the*

**E.I. DU PONT DE NEMOURS AND COMPANY**

(Chambers Works and Associated Units)

*and*

**CHEMICAL WORKERS ASSOCIATION, INC.**

(Affiliate of International Brotherhood of Du Pont Workers)

July 18, 1991

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## **AGREEMENT**

### **(Clerical Unit)**

This Agreement, effective the 18th day of July, 1991, by and between E. I. DU PONT DE NEMOURS AND COMPANY, a corporation of the State of Delaware, having its principal office in the City of Wilmington and State of Delaware, and having a PLANT situated at Deepwater, New Jersey, hereinafter referred to as the COMPANY, in behalf of all its industries at Deepwater, New Jersey, and CHEMICAL WORKERS ASSOCIATION, INC., AFFILIATE OF INTERNATIONAL BROTHERHOOD OF DU PONT WORKERS, a corporation of the State of New Jersey, having its principal office in Pennsville, County of Salem, and State of New Jersey, hereinafter referred to as the UNION, acting for and on behalf of itself and of those employees of the COMPANY who are included within the unit appropriate for collective bargaining purposes as set forth in ARTICLE I.

### **WITNESSETH:**

That for and in consideration of the mutual promises hereinafter contained and to be performed, the COMPANY and the UNION hereto covenant and agree as follows:

## **ARTICLE I**

### **DEFINITIONS**

SECTION 1. Unless specifically qualified the term "employee" or "employees," as used herein, shall mean any or all of the employees of the COMPANY as included in the unit appropriate for collective bargaining purposes, viz: all office

and clerical employees of the Chambers Works and Associated Units of the E. I. DU PONT DE NEMOURS AND COMPANY, but excluding those clerks, stenographers, and secretaries specified by the COMPANY as doing confidential work, chemists, engineers, physicians, nurses, medical technicians, safety engineers, procedure analysts, news editors, all salary roll employees exempt under the Fair Labor Standards Act, directors, assistant directors, managers, assistant managers, unit managers, supervisors, division heads and all other supervisory employees with authority to hire, discharge, promote, transfer, or effect changes in the status of employees, or effectively recommend such action.

SECTION 2. The term "PLANT," as used herein shall mean the Deepwater, New Jersey, PLANT of E. I. DU PONT DE NEMOURS AND COMPANY located at Deepwater, Salem County, New Jersey, known as "Chambers Works and Associated Units."

SECTION 3. The term "Works Management," as used herein, shall mean the Manager of the Chambers Works or his designee.

SECTION 4. The term "Management," as used herein, shall mean any member of supervision of the PLANT.

SECTION 5. The term "base rate," as used herein, of a wage roll employee, is the employee's hourly rate of pay, including any service pay, exclusive of all added premiums. A salary roll employee's "base rate," as used herein, shall be calculated in accordance with the following formula:

$$\frac{\text{Employee's established monthly salary} \times 12 \text{ months}}{52 \text{ weeks} \times 40 \text{ hours per week}} = \text{Base Rate (per hour)}$$

SECTION 6. "Regular rate," as used herein, shall be determined by dividing the sum of the base rate pay (as defined in Section 5 of this ARTICLE) and shift differential earned in the workweek by the total hours worked in that workweek.

SECTION 7. The term "regularly scheduled working hours," as used herein, shall mean hours of scheduled work for a workweek in effect at the close of the preceding workweek.

SECTION 8. The term "code rate," as used herein, shall mean the numerical designation of the job classifications as set forth in the wage rate information furnished the UNION in accordance with ARTICLE XXII, Section 1, of this Agreement.

## **ARTICLE II**

### **RECOGNITION**

SECTION 1. The COMPANY hereby recognizes the UNION during the term of this Agreement as the exclusive bargaining agent for employees 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 by any of its agents against any employee because of membership or non-membership in the UNION, nor shall the UNION intimidate or coerce any employee to compel him to become a member of the UNION, and the UNION shall conduct no solicitation or other promotional UNION activity on COMPANY time.

## **ARTICLE III**

### **DEDUCTION OF UNION DUES**

SECTION 1. The COMPANY shall deduct dues prescribed by the UNION from the earnings of an employee who authorizes the COMPANY to make such deductions on a form identical in wording to that appearing in Section 2 of this ARTICLE. Such dues deduction authorizations shall be cancelled and deductions stopped in accordance with the provisions of such dues authorization form or at the termination of this Agreement, provided, however, deductions as authorized by unrevoked authorizations may be continued beyond such termination date upon mutual agreement of the UNION and the COMPANY.

All sums deducted in this manner shall be turned over by the COMPANY to the Treasurer of the UNION not later than fifteen (15) days following the end of the payroll period during which the deduction is made. In the event that less than the total amount of the authorized deductions is earned by the employee during the payroll period in which UNION dues are regularly deducted, the deduction is to be made during the first subsequent payroll period in which the total amount of the deduction is earned.

If at any time the dues deductions of an employee are discontinued the name of such employee shall be given to the UNION.

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:

"TO: E. I. DU PONT DE NEMOURS AND COMPANY  
DEEPWATER, NEW JERSEY

Employee's Number \_\_\_\_\_

Date \_\_\_\_\_

I hereby revoke any previous dues deduction authorization and hereby authorize you to deduct from my earnings and pay to the Treasurer of Chemical Workers Association, Inc., Affiliate of International Brotherhood of Du Pont Workers, per month as dues, the sum of \$ \_\_\_\_\_, beginning the month of \_\_\_\_\_. This authorization shall be cancelled and no further deductions shall be made 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 written notice of cancellation of such authorization to the COMPANY within the ten (10) day period immediately preceding any anniversary date of any collective bargaining agreement in effect between the UNION and the COMPANY covering this bargaining unit.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Employee's Signature"

SECTION 3. The COMPANY shall furnish the UNION with a list of the names of all employees from whose earnings such deductions have been made. Such lists shall be furnished to the UNION not later than fifteen (15) days following the end of the payroll period in which deductions are made.

## **ARTICLE IV**

### **SENIORITY**

SECTION 1. Seniority of an employee who was on the PLANT rolls as of February 23, 1959, is the length of his continuous service with the COMPANY as calculated in accordance with the COMPANY'S Continuity of Service Rules.

Seniority of an employee placed on the PLANT rolls after February 23, 1959, shall be his continuous service at this PLANT calculated in accordance with the COMPANY'S Continuity of Service Rules.

The seniority calculated in accordance with this Section shall be used for the purpose of this ARTICLE and scheduling of vacations but shall in no way affect the employee's eligibility under any of the COMPANY'S Industrial Relations Plans and Practices.

SECTION 2. The Management shall give quarterly to the UNION the names of all employees included in the bargaining unit, listed in the various job classifications chronologically by seniority.

SECTION 3. New employees shall not benefit from seniority provisions of this Agreement during the first one hundred and eighty (180) days of continuous service, but after the expiration of one hundred and eighty (180) days of service, their seniority dates shall be established on the basis of the hiring date. During this probationary period of one hundred and eighty (180) days, such employees will be subject to transfer, demotion, or termination and such action shall not be subject to to the terms of this Agreement. In the event

such an employee is to be laid off, the case shall be discussed by Management with the UNION Representative concerned prior to such lay-off.

SECTION 4. In cases where Management finds that knowledge, ability, skill, physical fitness and job performance are approximately equal and a question involving promotion, demotion, lay-off, transfer or reemployment shall arise, the employee having longest seniority shall be given primary consideration.

The movement of an employee to a different job of the same code rate within the work group shall not be subject to this Section.

SECTION 5. In the event that Management transfers an employee from his job to an available job of the same code rate and finds that the employee performs such new job satisfactorily, the employee so transferred shall suffer no reduction in base rate because of such transfer. Accordingly, efforts shall be made to transfer the employee to a job of the same code rate so that he may not suffer a reduction in base rate.

SECTION 6. Any employee transferred from another branch or a subsidiary of the COMPANY to a job included in the bargaining unit shall not be given a higher base rate or be accorded any more favorable working conditions by reason of any agreement made prior to said transfer than any other employee assigned to a job of the same code rate at this PLANT.

SECTION 7. After January 1, 1990, when an employee is reemployed following resignation, he will start to accumulate seniority credit for all prior seniority after he has accumulated two (2) years of seniority.

SECTION 8. Anyone on the PLANT rolls, but outside the scope of the bargaining unit on September 1, 1972, who has previously held any job within the bargaining unit, and later returns to any job within the bargaining unit, shall receive seniority credit for time on jobs both in and out of the bargaining unit prior to September 1, 1972, calculated in accordance with Section 1 of this ARTICLE. For time spent on jobs out of the bargaining unit after September 1, 1972, he shall receive seniority credit when he has been back in the unit for two (2) consecutive years.

The seniority of any employee who is transferred to a job outside the scope of the bargaining unit after September 1, 1972, and who later is transferred back to a job within the bargaining unit shall be that seniority accrued while within the bargaining unit, and he shall receive credit for seniority, calculated in accordance with Section 1 of this ARTICLE, for time spent on jobs outside the bargaining unit after he has been back within the bargaining unit for two (2) consecutive years.

Anyone on the PLANT rolls transferred to a job within the bargaining unit, who has not previously held a job within the bargaining unit, shall receive no seniority credit for service prior to such transfer.

When an employee is returned to the bargaining unit, he will be returned to the code rate job to which his seniority and ability entitle him.



## **ARTICLE V**

### **EMPLOYEE RECORDS**

SECTION 1. The Management, on the request of an employee's Area Representative, shall produce for such Representative's examination records of that employee pertaining to his seniority, job qualifications, safety, rates of pay, and wages. However, records pertaining to an employee's salary shall be furnished only upon the prior written approval of such salary roll employee.

SECTION 2. Upon written authorization from an employee, and in the presence of the PLANT physician or his designated representative, Management shall produce for examination by the UNION President, Vice President, or Area Representative, the employee's medical records or any portion thereof. If the UNION desires a copy of such records without examination, Management will provide such copies with the same authorization mentioned previously.

SECTION 3. No records shall have any detrimental effect upon an employee unless he has had notice of this notation and an opportunity is given to him to show any reasons why such notation should not be made.

## **ARTICLE VI**

### **DISCHARGE**

SECTION 1. Reasons for discharge shall be any good and sufficient cause consistent with current PLANT practices and policies relative to cause for discharge; provided, however, any case which in the opinion of the employee involved or his UNION Representative is unjust and without good and

sufficient cause may become a grievance and shall be subject to all provisions in ARTICLE IX. Except that grievances on discharge shall be submitted directly to the third step of the grievance procedure.

SECTION 2. Copies of all PLANT rules and regulations relative to or defining causes for discharge as may hereafter be adopted by the PLANT shall be reviewed with the UNION before they become effective.

SECTION 3. In case of discharge the Chairman or Co-Chairman of the Clerical Unit, the Area Representative and Union President or Vice-President shall be notified before the employee is removed from the payroll and shall thereafter be privileged to make an examination of the records pertaining to such discharge.

SECTION 4. In case an employee is discharged and subsequent investigation, made in accordance with the procedure provided in ARTICLE IX, or ARTICLE XI, shows that his discharge was unjust, he shall be reinstated and granted back pay in an amount equal to the wages which he reasonably would have been expected to earn during the time lost by reason of such discharge, offset by any interim wages received from substituted employment and/or Unemployment Compensation. The amount of Unemployment Compensation collected by the employee, and used in the calculation of back pay due the employee, will be refunded directly to the State by the COMPANY. In addition, seniority shall be restored as if he had not been discharged. In any such case of discharge which is found to be unjust in the above procedure, the COMPANY shall not be liable for more than nine (9) calendar months of back pay dating from the date of discharge. Management, upon receipt of proper dues

deduction authorization, will deduct from the back pay and remit to the UNION an amount equivalent to what the employee would have paid to the UNION during the back pay period.

SECTION 5. The COMPANY agrees that no employee shall be discharged except for just cause.

SECTION 6. An employee separated from the roll for medical reasons upon the recommendation of the Medical Division shall not be construed to be discharged.

## **ARTICLE VII**

### **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 such rules, regulations, and interpretations as existed prior to the signing of this Agreement, and to such modifications thereof, as may be hereafter adopted generally by the COMPANY or by the PLANT to govern such privileges; provided, however, that as long as any one of these COMPANY Plans and Practices is in effect at any other PLANT within the COMPANY, it shall not be withdrawn from the employees covered by this Agreement:

Continuity of Service Rules

Service Emblem Plan

Vacation Plan

Short Term Disability Plan  
Noncontributory Group Life Insurance Plan  
Contributory Group Life Insurance Plan  
Salary Allotment Insurance Plan  
Pension and Retirement Plan  
Special Benefits Plan  
Payments to Employees on Jury Duty  
Payments to Employees on State and National  
Guard Emergency Duty  
Treatment of Employees While Engaged in  
Peacetime Military Training  
Savings and Investment Plan  
Dental Assistance Plan  
Retirement Restoration Plan  
Total and Permanent Disability Income Plan  
Dependent Care Spending Account Plan  
Health Care Spending Account 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.

**ARTICLE VIII**  
**UNION REPRESENTATION**

*SECTION 1. Areas for Union Representation*

In order to facilitate adjustment of problems, grievances, and other matters pertaining to the administration of the provisions of this Agreement, the COMPANY and the UNION shall jointly divide the PLANT into Areas for such purpose, and such Areas shall conform as nearly as is reasonably possible to the established Areas, Units, Divisions, and Sub-Divisions used by the COMPANY for its administrative purposes, but the number of Area Representatives shall not exceed five (5).

It is expected that all Area Representatives and UNION Officers will be working at their job assignments while not engaged in on-site collective bargaining. Such Area Representatives and UNION Officers shall be allowed time off from work by supervision with pay for the purpose of on-site meetings initiated or agreed to by Management. In addition, the following practices shall apply:

- A. UNION Officers and Area Representatives will be assigned to a work schedule within their respective work areas based on seniority. However, Union Officers and Area Representatives shall be permanently assigned to daywork (Monday-Friday) if they so desire in order to facilitate the carrying out of their responsibilities.
- B. While a UNION Representative is working in an overtime situation, he will not be paid for collective bargaining purposes.

- C. Welfare and Wage and Rate issues will be bargained with the Management Executive Committee.
- D. Management will pay up to six (6) Representatives to attend Third Step Grievance Meetings.
- E. Management will pay up to a total of five (5) members representing the UNION to attend Clerical Executive Committee Meetings.
- F. No UNION Representative will be paid by Management for attending UNION/Management meetings outside of their regular working hours.
- G. UNION Representatives shall return to their work assignments upon adjournment of UNION/Management meetings.
- H. UNION Representatives will be paid for time spent handling grievances pursuant to the terms of ARTICLE IX.
- I. When the UNION President is absent from the PLANT for a full day, his designate will be allowed to be released from his job assignment under the following guidelines:
  - 1. Prior notice and approval needed from his/her immediate supervisor.
  - 2. No premium allowance will be paid for a change in shift schedule.
  - 3. Relief will not be allowed if overtime is involved.

## SECTION 2. *Area Representatives*

A. The UNION shall certify to the Management one (1) or more Area Representatives from each Area who may receive, but not solicit, problems and grievances from the Group Stewards or from the employees of his designated Area, on COMPANY time and property during his working hours. In his absence another Area Representative may be designated by the Union Officers to serve in his place.

An Area Representative, on being presented with a problem or grievance, shall be allowed sufficient time by supervision to investigate such problem or grievance. However, the number of Representatives investigating or meeting with Management on a single problem or grievance, as well as the time taken by Representatives for such activities, shall be kept to a minimum.

1. A Representative wishing to confer with an employee in his designated representative Area about a problem or grievance of the employee should first clear his visit with the employee's immediate supervision.
2. A Representative desiring to confer with supervision in another representative Area or with Works Management or their representatives shall make arrangements with his supervision before he leaves his Area and shall notify his supervision promptly on his return. Where at all practical, Representatives shall make appointments in advance for all such conferences.
3. The Area Representative shall be allowed access to any records pertaining to employees of his designated Area in accordance with ARTICLE V, Sections 1 and 2.

When a Representative desires information from the Human Resources Unit in an investigation of a problem or grievance, he should make known his desire to the supervision concerned, who will supply the information or make arrangements for the Representative to obtain it himself.

4. Area Representatives may hold meetings with other Area Representatives on COMPANY property. Such meetings shall not be held on COMPANY time, but may be held during lunch periods or before or after working hours.

B. No Area Representative shall be transferred out of his Area without prior consultation with the UNION Officers. If a UNION Representative is transferred out of his Area of representation by Management, he may continue to represent the employees in his former Area until his term expires, after which, a new Representative will be elected from among the employees working in the former representation Area subject to the provision of ARTICLE VIII, Section I.

After his candidacy has been certified to the Works Management by the UNION, no candidate for election to the office of Area Representative shall be transferred out of his Area for UNION representation for the purpose and with the intent of depriving said candidate of eligibility for election to office.

C. The COMPANY and its agents shall recognize an employee as an authorized Area Representative of the UNION as soon as the UNION advises the COMPANY in writing of the employee's status as such.



### SECTION 3. *Group Steward*

A. A group may consist of the employees of any office, building, unit, or sub-division of the Area. The total number of Group Stewards shall not be in excess of twenty (20). The duties of a Group Steward shall be to present to the immediate supervision concerned and, when necessary, to his Area Representative, such complaints or demands as his Group or any employee thereof may require of him. Group Stewards shall not conduct other UNION business during their working hours.

B. The COMPANY and its agents shall recognize an employee as an authorized Group Steward of the UNION as soon as the UNION advises the COMPANY in writing of the employee's status as such.

C. The duties and authority of a Group Steward shall be confined to his Group and no Group Steward shall be transferred from his Group without prior consultation with the Area Representative.

### SECTION 4. *Meetings of Area Representatives with Group Stewards*

An Area Representative may hold meetings with Group Stewards of his Area on COMPANY property. Such meeting shall not be held on COMPANY time but may be held during lunch periods or before or after working hours.

SECTION 5. In the event that an Area Representative of the UNION shall be delegated to attend to business of the UNION which requires him to be absent from work, the Works Management will grant him, on the joint written request of the employee and the UNION, time off without

pay for such purpose but not to exceed a total of two (2) weeks in any one calendar year; provided that the absence of such an employee will not unduly interfere with PLANT operations. In the event a longer period of absence is required, the COMPANY will endeavor to work out a reasonable arrangement for the additional leave of no more than two (2) Representatives at any one time.

SECTION 6. The term "collective bargaining" as used in this ARTICLE shall have the same meaning as the scope of activities designated as "collective bargaining" under the practices followed during the term of the 1982 collective bargaining Agreement.

SECTION 7. Management shall insure that all Management Representatives comply with the Plant-wide policy of recognizing the scope of collective bargaining responsibilities of Union Officers and Representatives pursuant to this ARTICLE.

## **ARTICLE IX**

### **ADJUSTMENT OF GRIEVANCES**

SECTION 1. A Grievance Committee shall be appointed by the UNION of not less than three (3) nor more than six (6) employees who are UNION Area Representatives.

SECTION 2. Should a grievance arise between the COMPANY and the UNION or the employees, such grievance may be treated under this ARTICLE. Such grievance must be presented to Management within thirty (30) days of the incident causing the grievance to be subject to the terms of this Agreement. Grievances applying to discharge cases may be submitted directly to the third (3rd) step of the grievance procedure.

SECTION 3. There shall be no suspension of work of any kind by the UNION or the employees, nor shall there be a lockout by the COMPANY because of such grievance; but an earnest effort shall be made to settle such grievance in the following sequence:

*First Step:* A conference between the aggrieved employee and his immediate supervisor and his Area Representative shall be held, and an answer given, within ten (10) days after the grievance is submitted. If not appealed to the next step within seven (7) days after the COMPANY answer, the grievance will not be considered further.

*Second Step:* If not settled in the first step, then a conference between the aggrieved employee and his Unit Manager or designee and his Area Representative shall be held and an answer given, within ten (10) days after the grievance is submitted in the second step. If not resolved at the second step, the grievance to proceed to the third step must be submitted to the third step within thirty (30) days of receiving the second step answer.

*Third Step:* If not settled in the second step, then a conference between the UNION Grievance Committee and the Management Grievance Committee shall be held. The third step conference to hear the grievance must be held within thirty (30) days of the grievance being submitted to the third step. The aggrieved employee may be present at the third step at the request of the employee or of either party to this Agreement. If the Grievance Committee so desires, a Solicitor for the UNION may be present. An earnest effort shall be made to answer all grievances coming to this third stage within thirty (30) days after the grievance is submitted to the Management Grievance Committee.

SECTION 4. The time limits on submitting and answering grievances are based on calendar days and may be waived by mutual agreement.

SECTION 5. Any Union Representative who is representing an individual grievant shall be afforded the necessary time to represent that grievant at all grievance-step meetings, provided, however, that Management will pay no more than six (6) representatives to attend third step grievance meetings per this ARTICLE. In the event that work demands prevent a Union Representative from being let off at the time of the meeting, the meeting shall be rescheduled as soon as practicable.

SECTION 6. Any grievance which is not satisfactorily settled at the conclusion of the third step of the grievance procedure may be subject to review and reconsideration at any time within forty-five (45) days following the mailing of Management's written answer to the grievance.

SECTION 7. Each Area Representative who loses time during his regular working hours in handling a grievance in the manner provided in this ARTICLE shall suffer no loss of earnings.

## **ARTICLE X**

### **MEETINGS OF COMMITTEES**

SECTION 1. The UNION Committee shall meet with the Management Committee at the request of either party for the purpose of discussing any matters of mutual interest. No UNION Representative shall suffer any loss of PLANT earnings because of attendance at the regular monthly meeting

of these Committees or special meetings of these Committees held with Management. Pay and attendance shall be in accordance with ARTICLE VIII, Section 1. UNION Representatives shall not be eligible for pay from the COMPANY for time spent in meetings held off the Works or held outside of the Representatives' regular working hours.

SECTION 2. The President or his designate of the UNION shall, upon request, be admitted to these meetings. An expert for the UNION may be present at the meetings.

## **ARTICLE XI**

### **ARBITRATION**

SECTION 1. A grievance relating to the interpretation or to any alleged violation of this Agreement not settled to the mutual satisfaction of either party by the third step answer in the grievance procedure, may be submitted to arbitration on the written request of either party within thirty (30) calendar days after the third step answer is issued.

SECTION 2. On submission to arbitration the arbitrator shall be selected from a panel submitted by the American Arbitration Association according to its rules. The expense of the arbitrator shall be borne equally between the UNION and the COMPANY. Any decision arrived at by the arbitrator shall be final and binding upon both parties hereto.

**ARTICLE XII**  
**BULLETIN BOARDS**

SECTION 1. The COMPANY agrees to allow the UNION to use designated Bulletin Boards of the COMPANY for posting notices, as hereinafter provided:

**Notices**

- A. The notices shall not exceed a size of 8½" × 13", nor shall more than two (2) notices be posted on any one Bulletin Board at any one time unless one is placed on top of the other;
- B. They shall not be pasted or glued;
- C. They shall contain no propaganda or inflammatory copy;
- D. They shall contain nothing political, controversial, or reflecting upon the COMPANY or any of its employees; and
- E. They shall contain and be restricted to:
  - 1. Notices of meetings of the UNION;
  - 2. Notices of its elections and the results thereof;
  - 3. Patriotic material and appeals;
  - 4. Social and recreational affairs of the UNION;
  - 5. Health, safety, and morale items; and
  - 6. UNION minutes of meetings held with the Management Committee.

- F. All notices must be signed by an authorized representative of the UNION and a copy shall be transmitted to the Works Management.

### **ARTICLE XIII**

#### **HOLIDAY PAY**

SECTION 1. An employee who works on any of the holidays designated in this Section shall be paid overtime pay at one and one-half (1½) times his regular rate for hours worked on the holiday in addition to a holiday allowance equivalent to pay for his regularly scheduled working hours not to exceed eight (8) hours at his regular rate; or he shall be paid overtime pay at two and one-half (2½) times his regular rate for such holiday hours worked, whichever yields the greater pay.

New Year's Day  
Washington's Birthday  
Good Friday  
Memorial Day  
Fourth of July  
Labor Day

Thanksgiving Day  
Friday After  
Thanksgiving Day  
December 24th  
Christmas Day  
Personal Day

When any of the recognized holidays fall on Saturday, the previous Friday will be observed as the holiday for all employees whose regular work schedule is Monday through Friday. The actual day, Saturday, will be observed as the holiday for all other employees.

When any of the foregoing holidays, except the Personal Day and December 24th falls on Sunday, the following Monday shall be observed as the holiday. When December 24th falls on Sunday, the following Tuesday shall be observed as the holiday. When December 24th falls on Saturday, the preceding Friday shall be observed as the holiday. Employees other than those whose regular work schedule is Monday through Friday, will observe New Year's Day on the day that it falls.

Washington's Birthday may be observed on another date, provided agreement is reached between the UNION and the COMPANY prior to October 1 of the preceding year.

SECTION 2. Pay for hours equivalent to regularly scheduled hours not to exceed eight (8) shall be paid to an employee for each of the eleven (11) holidays designated in Section 1 of this ARTICLE, 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 in which case such pay shall be at the employee's regular rate, or
  - 2. The holiday is observed on one (1) of his scheduled days of rest in which case such pay shall be at the employee's base rate (an employee on vacation, leave of absence, or absent from work for one (1) week or more due to a shutdown of equipment or facilities or conditions beyond Management's control shall not be considered as having "scheduled days for rest" during such periods of absence).



- B. Works on his last scheduled working day prior to the holiday and on his next regularly scheduled working day following the holiday unless excused by Management for whole or part of such scheduled days.

If an employee who is scheduled to work on the holiday fails to work on such day, and his absence is not excused, he shall receive no pay for that day.

The hours for holidays not worked under Item A.1. of this Section and Section 1 of this ARTICLE shall be used in computing overtime payable for hours worked in excess of forty (40) in a workweek. The hours for holidays not worked under Item A.2. of this Section shall not be used in computing overtime payable for hours worked in excess of forty (40) in a workweek.

The hours and pay under Sections 1 and 2 shall be used in the calculation of regular rate under ARTICLE I, Section 6.

SECTION 3. For the purpose of this ARTICLE, holiday hours shall correspond with the calendar day except that an employee assigned to start work at 11:30 p.m. on the day preceding the holiday shall have his twenty-four (24) hour holiday period start at such time. An employee assigned to start work at 11:30 p.m. on the holiday shall not be subject to pay in accordance with the provisions of this ARTICLE because of the one-half (1/2) hour so worked prior to midnight.

## **ARTICLE XIV**

### **DEATH IN IMMEDIATE FAMILY**

SECTION 1. An employee 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 for a maximum of three (3) scheduled working days, starting on the day of death or on the day following the death. 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.

SECTION 2. A member of the employee's immediate family shall be limited for the above purpose to father or mother, husband or wife, brother or sister, son or daughter, and mother-in-law or father-in-law. No more than three (3) days' pay will be given should more than one (1) death occur in the family within any three (3) day period. No allowance shall be granted in the case where the employee does not attend the funeral of the deceased. Notice of such deaths must be given to employee's supervision as soon as is reasonably possible.

SECTION 3. An employee who is excused from work to attend the funeral of his grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, or sister-in-law shall be paid his regular rate of pay for regularly scheduled hours of work up to a maximum of eight (8) or twelve (12) hours. Brother-in-law and sister-in-law are defined as the spouse of the employee's brother or sister and the brother or sister of the employee's spouse. No pay allowance shall be granted in cases where the employee does not attend the funeral of the deceased. 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. Notice of such deaths must be given to employee's supervision as soon as is reasonably possible.

**ARTICLE XV**  
**SEVERANCE PAY**

SECTION 1. The receipt of severance pay provided under this ARTICLE is conditioned upon the separation of an employee from the employment rolls as terminated because of lack of work during the term of this Agreement.

SECTION 2. An employee who has one (1) year or more of service shall be paid Severance Pay each time he is terminated during the term of this Agreement because of lack of work, except that such pay will not be paid when:

- A. He accepts, before his termination becomes effective, a job at any other COMPANY location, including a site of a wholly owned subsidiary;
- B. He is pensioned; except when his employment would otherwise be involuntarily terminated due to lack of work and he retires under Section IV of the Pension and Retirement Plan provision for Optional Retirement. This exception will not apply if he retires and part (E) below also applies.
- C. He is scheduled off from work temporarily due to curtailment or cessation of operation caused by:
  - 1. Fire, flood, or power failure, transportation difficulties, material shortages, and the like;
  - 2. Any emergency condition beyond the direct control of Management.

When an employee is "scheduled off" for such a reason for a definite or an indefinite temporary period, he shall not be considered as terminated for the purpose of this Agreement, or

- D. Operations cease or are curtailed by reason of a strike or other labor dispute, whether or not the COMPANY is involved directly or indirectly in such strike or dispute.
- E. An employee is offered continued employment at the Chambers Works in conjunction with a sales agreement between the COMPANY and the buyer of the COMPANY assets and:
1. He accepts the employment offer with the buyer, or
  2. He rejects the employment offer with the buyer unless
    - The offer is not at a pay level equal to or greater than 80% of the employee's Du Pont regular wage or salary level, or
    - His rejection results in a job offer for another employee who would not otherwise have received an offer.

The effective date of this section (2.E.) shall be August 1, 1990, and shall not apply to prohibit the payment of Severance Pay based on service credited before August 1, 1990.

- F. He resigns, is discontinued, enters Military Service or is discharged.

SECTION 3. Management may elect to pay Severance Pay in a lump sum or in weekly installments.

SECTION 4. Severance Pay, if being paid in weekly installments, shall be discontinued when a former employee is offered reemployment at the Chambers Works and Associated Units or is employed at any COMPANY location.

SECTION 5. The amount of an employee's Severance Pay, subject to the foregoing provisions of this ARTICLE shall be:

- A. One (1) week's pay for each of the first four (4) years of service, plus
- B. One (1) week's pay for each year of service over four (4) reduced by the amount of any Severance Pay previously paid at any Du Pont location for service over four (4) years. However, this offset shall be reduced in equal monthly increments to zero over a forty-eight (48) month period of reemployment from last termination for lack of work. A fractional part of a year, after his first year of service, shall be computed at the rate of one-twelfth (1/12) of one (1) week's pay for each full month of service. In such computation, if in addition to full months of service, an employee has accrued fifteen (15) or more days on the date he is terminated, he shall be credited with a full month.

For Severance Pay purposes, a week's pay shall be equal to the employee's current regular rate per hour or to his average regular rate per hour during the thirteen (13) weeks prior to the week in which termination occurs, whichever is greater, multiplied by the number of hours, not to exceed forty (40) hours, constituting his regular weekly hours of work at the time of his termination.

SECTION 6. An individual who has received Severance Pay shall not be required to return any portion of such pay to the COMPANY in the event he is reemployed.

SECTION 7. Severance Pay shall be in addition to any vacation allowance and any unemployment compensation benefits to which the employee may be entitled.

SECTION 8. Nothing contained in this ARTICLE shall be deemed a guarantee to any employee of a workweek of any specified number of hours.

SECTION 9. Wherever the term "service" is used in this ARTICLE, it shall mean continuous service of an employee as defined and calculated under the COMPANY's Continuity of Service Rules.

## **ARTICLE XVI**

### **HOSPITAL AND MEDICAL-SURGICAL COVERAGE**

SECTION 1. The COMPANY will provide basic Hospital and Medical-Surgical coverage through the Medical Care Assistance Program (MEDCAP), as set forth in the terms and provisions of the plan.

SECTION 2. In lieu of coverage specified in Section 1 of this ARTICLE, the COMPANY will pay to the Blue Cross and Blue Shield of Delaware, Inc., or the approved Health Maintenance Organizations (HMO's), in whichever the employee is enrolled, the premium for basic coverage, as set forth in Section 3 of this ARTICLE, for a regular full-time employee, or a former employee with one (1) year or more COMPANY service who has been terminated for lack of

work, or such employee and former employee and dependents (spouse and children as defined by the agency providing the coverage) if the employee enrolls for such coverage; provided, however, that no duplicate premium will be paid for any spouse or child of an employee who is also an employee of the COMPANY.

Any premium for the Blue Cross and Blue Shield of Delaware, Inc. or for the approved Health Maintenance Organizations (HMO's) in excess of the basic MEDCAP premium as determined by the COMPANY will be deducted from the employee's wages by the COMPANY by written authorization provided by the employee. No portion of the difference in premiums is to be paid by the COMPANY, nor shall the COMPANY make any refund if the Blue Cross and Blue Shield of Delaware, Inc. or HMO premiums are lower than the premium for the Du Pont Medical Care Assistance Program (MEDCAP).

Payments for terminated employees or such employees and qualifying dependents will be provided for a period not to extend beyond the earlier of (a) the last day of the twelfth (12th) calendar month following the month in which the employee was terminated on account of lack of work, (b) the last day of the calendar month in which the former employee dies, (c) the last day of the calendar month in which the former employee refuses recall to the Chambers Works, or (d) when the former employee is employed at another COMPANY site.

SECTION 3. For an employee enrolled with Blue Cross and Blue Shield of Delaware, Inc., basic hospital and medical-surgical coverage shall be that provided by the Blue Cross and Blue Shield of Delaware, Inc. in its March 7, 1980 Health

Care Benefits Contract with the COMPANY as last amended August 18, 1980 (basic coverage as described in booklet entitled: "Blue Cross and Blue Shield of Delaware Hospital-Surgical-Medical Program," as revised August 1982).

SECTION 4. If an employee enrolls for the additional coverage offered by Blue Cross and Blue Shield of Delaware, Inc. (Comprehensive Extended Benefits coverage as described in booklet entitled: "Blue Cross and Blue Shield of Delaware Hospital-Surgical Medical Program,") and authorizes the deduction from his wages of the amount of premium for such additional coverage, the COMPANY will deduct that amount from his wages. Former employees who have been terminated for lack of work for no more than twelve (12) months beyond the end of the month in which termination occurred may qualify for the additional coverage if they enroll for such coverage and pay the premium. No portion of the premium for any such additional coverage whichever is elected, is to be paid by the COMPANY.

## **ARTICLE XVII**

### **OCCUPATIONAL DISABILITY**

An employee who incurs an occupational disability in the service of the COMPANY shall receive all the benefits for which he is eligible under the COMPANY'S Industrial Relations Plans applicable to such disability.

If an employee becomes unable to perform his regular duties because of an occupational partial disability incurred in the service of the COMPANY and is able to do some form of work, the COMPANY shall make a sincere effort to provide employment at work which the employee is capable of performing and at a code rate corresponding to the code rate which he held at the time he became partially disabled.



## **ARTICLE XVIII**

### **SAFETY**

SECTION 1. Area Representatives may attend those Safety Meetings agreed upon between the Area Manager or Unit Manager and the Area Representative. No Area Representative shall suffer any loss of PLANT earnings because of attendance at such meetings.

SECTION 2. An employee required by the COMPANY to participate in an official investigation of an accident may have his UNION representative accompany him.

SECTION 3. A joint UNION/Management Health and Safety Committee will be established to bargain health and safety issues.

SECTION 4. Employee health and safety incentives will be bargained with the UNION.

## **ARTICLE XIX**

### **MISCELLANEOUS ALLOWANCES**

SECTION 1. An employee required to work two (2) or more hours beyond his regularly scheduled work period or an employee who is called in to work, as defined in ARTICLE XX, Section 10, and who works two (2) or more hours on such call in, shall be given a non-transferable meal allowance valued at six dollars (\$6.00). Such employee shall be allowed a thirty (30) minute intermission with pay at his lunch time.

SECTION 2. The established PLANT practices with respect to providing clothing and footwear for employees in effect on the day this Agreement is signed shall be continued until further notice, reserving, however, the right to the UNION to review these practices with Management at any time. Any change in these practices proposed by Management shall be explained to the UNION prior to adoption.

SECTION 3. The COMPANY shall supply for temporary use on the PLANT, at no cost to employees, such safety equipment as is presently being so furnished or as may be needed in emergencies for the safety and health of the employees while at work.

SECTION 4. *Steno/Clerical Flexibility*

Work Assignments

		Pay Grade		
Clerk		11 Δ   ▽		
Clerk	←	9 Δ   ▽	→	Steno
Clerk	←	7 Δ   ▽	→	Steno
Clerk		5		

All work assignments will be made for the purpose of load leveling work, consistent with the employee's ability.

SECTION 5. The procedure for detail rate is as follows:

Detail Pay will be given to an employee covering a higher rated job for the hours worked providing:

- A. The job incumbent *is not* available for work (duplicate payment for the same job).
- B. Substantial job coverage is required.

SECTION 6. The procedure for movement of personnel is as follows:

- A. One (1) work group.
- B. The UNION shall be advised of loans.
- C. For loans of less than thirty (30) calendar days, the UNION shall be advised.
- D. Loans of more than thirty (30) days shall require UNION agreement.

SECTION 7. *One (1) Seniority List*

Jobs will be filled by the senior qualified person in the case of promotion or excess. .

Requirements:

- A. Stenographic Position
  - Seniority

- Presently holding a stenographic position or held a stenographic position within the past year or passed the stenographic test within the past year

B. Clerical Position

- Seniority
- Clerical qualifications

SECTION 8. The procedure regarding recall rights of employees terminated for prearranged employment is as follow:

Employees whose jobs are defined as excess and who terminate for prearranged employment shall be granted recall rights.

- A. Must be during an announced excess period.
- B. Termination must be effective no later than the announced date of the involuntary terminations.

SECTION 9. The procedure for bringing the Bloodmobile on to the Plant is as follows:

In support of the Salem County blood donor program, Management offers the following:

- A. Bring Bloodmobile onto Chambers Works and allow all employees who wish to participate the opportunity to donate. Appointment times will be from 12:00 p.m. to 5:00 p.m.
- B. Employees will be given opportunity to indicate their desire to donate in advance and then be scheduled as follows:

1. P&M employees will be scheduled during the latest appointment times.
  2. All other employees will be scheduled to fill the earlier times.
- C. All employees will be expected to return to work following their donation and recovery period.

SECTION 10. The procedure for salvage sales to employees is as follows:

- A. Maintain Saturday monthly sales day.
- B. Offer excess furniture to employees with a bid system.
- C. Offer excess automobiles, trucks, office machines, shop tools, etc., to employees with the present bid system.
- D. Accumulate future excess furniture.
- E. Employees will be notified of inspection period for excess furniture.
- F. Accept bids and award items to the highest bidder.

SECTION 11. The procedure regarding the clothing and shower practice is as follows:

A. Requirement for COMPANY-issued clothing:

1. Employees who are normally assigned to and work in production or process development operations are required to wear protective clothing. They will be issued COMPANY clothing consisting of sanitized "Nomex" outerwear, underwear and socks.

2. Employees not assigned to and working in production or process development operations such as warehouses, stores, laboratories and certain mechanical shop areas are not required to wear protective clothing. By employee request, they will be issued COMPANY clothing consisting of "Nomex" outerwear. Underwear and socks would not be provided. Those not now required to wear "Nomex" outerwear clothing will not be issued clothing on request.

B. Clothing provided:

1. Five (5) sets of outer clothing: Shirts and trousers or coveralls or shirts and overalls. Replacement outer clothing may be obtained by turning in the old item.
2. Five (5) sets/year underwear and socks (only for those employees required to wear protective clothing).
3. Two (2) lined and/or unlined jackets.
4. Khaki will no longer be issued.

C. Safety Shoes:

One (1) pair of safety shoes will be issued annually. Replacement pairs shall be provided with justification.

D. COMPANY-paid change and shower time - Production and Maintenance:

1. Employees required to wear protective clothing and who are required to shower will be permitted to

leave the workplace eighteen (18) minutes prior to the end of their shift to change and shower.

2. Employees not required to wear protective clothing and who are not required to shower will be permitted to leave the workplace ten (10) minutes prior to the end of their shift.
3. Change time at the beginning of the shift is to be reduced by six (6) minutes for all P&M bargaining unit employees.

E. Incidentals

1. Handsoap limited to two (2) kinds.
2. Eliminate issue of foot powder.
3. Continue issue of shower clogs and towels.

SECTION 12. The PLANT will follow the procedures in effect at the time for:

- A. Expanded Flexibility
- B. Managing Overtime
- C. Detail Rates (Special/Critical Skills)
- D. Research and Development

**ARTICLE XX**

**HOURS AND OVERTIME**

SECTION I. *Workweek.*

The workweek shall begin at 12:00 midnight Sunday night and end 12:00 midnight the following Sunday night, except the twelve (12) hour shift, which shall begin at 6:00 a.m. Monday morning and end 6:00 a.m. the following Monday.

SECTION 2. *Workday.*

The workday shall begin at 12:00 midnight and end the following day at 12:00 midnight, except the twelve (12) hour shift which shall begin at 6:00 a.m. and end the following day at 6:00 a.m.

SECTION 3. When an employee on straight day work [works three (3) out of four (4) weeks Monday through Friday in any four (4) consecutive week period] is scheduled in advance of the workweek to work on both Saturday and Sunday, he shall not be required to take off other than his first two (2) scheduled workdays in that workweek, or if supervision finds it is not in a position to grant this, the employee shall not be required to take compensating time off during that workweek because of the scheduled Saturday and Sunday work.

When an employee on straight day work [works three (3) out of four (4) weeks Monday through Friday in any four (4) consecutive week period] is scheduled in advance of the workweek to work on Saturday but not on Sunday, he shall not be required to take off other than Monday of that workweek because of such scheduled Saturday work.

When an employee on straight day work [works three (3) out of four (4) weeks Monday through Friday in any four (4) consecutive week period] is scheduled in advance of the workweek to work on Sunday but not on Saturday,



he shall not be required to take off other than Monday or Friday of that workweek because of such scheduled Sunday work.

This Section shall not apply in case the employee is being transferred to a different job.

SECTION 4. Overtime pay at one and one-half (1½) times the employee's regular rate of pay shall be paid for:

- A. All work performed in excess of forty (40) hours in any workweek.
- B. All work performed in excess of eight (8) hours for eight (8) hour shift employees or all work performed in excess of twelve (12) hours for twelve (12) hour shift employees within any period of twenty-four (24) consecutive hours from the time the employee is scheduled to start work or actually starts work; whichever is earlier, except:
  - This provision shall not apply where hours worked in excess of eight (8) or twelve (12), whichever shall apply, in any twenty-four (24) consecutive hours are the result of a change in schedule which is made with supervision's approval at the written request of the employee.
- C. All work performed on the sixth (6th) day worked in the workweek.
- D. All work performed on Sunday (for the purpose of this Item D. Sunday hours shall correspond with those designated for holidays in ARTICLE XIII, Section 3, of this Agreement).

E. All work performed on a normally scheduled day of rest except when:

1. It is at the employee's request;
2. It is caused by the transfer of the employee to a different job;
3. The employee has been scheduled to work less than forty (40) hours and his schedule is increased;
4. The employee's work schedule is revised to equalize hours of work within the work group.

For the purposes of this Item "E" the employee's "normally scheduled day of rest" shall mean:

- Either of the two (2) days originally scheduled for him as rest days where five (5) work days in the workweek were established for the work group, or
- The day originally scheduled for him as a rest day where six (6) workdays in the workweek were established for his work group.

SECTION 5. Weekly work schedules of the actual hours to be worked shall be posted at least seven (7) days in advance of the first hours so scheduled and the UNION shall have the right to question such schedules, if, in the opinion of the UNION, it is thought that favoritism or discrimination is being used in making of such work schedules. However, it is recognized that it is impractical to post work schedules for certain employees such as those on extended absences due to sickness, leave of absence, or jury duty.

SECTION 6. In the event that an employee's posted working hours are changed and he works the revised schedule, he shall be paid an allowance of four (4) hours' pay at his base rate unless the employee has been given at least one hundred sixty-eight (168) hours' notice prior to the first hours of work changed by such revision. This Section shall not apply in case working hours are changed due to:

- A. An employee requesting the change;
- B. Returning an employee to his original schedule;
- C. The addition of hours or days of work to an employee's original schedule except on the last day of the work-week;
- D. The transfer of an employee to a higher rated job or a transfer at the employee's request.

The hours and pay under this Section shall be used in the calculation of regular rate under ARTICLE I, Section 6, however, such hours paid for but not worked shall not be used in computing any overtime hours, and further provided that the employee shall receive, in addition to this allowance, overtime pay for overtime hours actually worked, if any, in accordance with the applicable provisions of ARTICLES XIII and XX of this Agreement.

SECTION 7. An employee who performs overtime work or who is called in under Section 10 of this ARTICLE shall not be required to take compensating time off from his regularly scheduled hours of work to offset such overtime. An employee instructed to work beyond the end of his scheduled shift may be released upon the completion of the work assignment.

SECTION 8. Overtime pay at double the employee's regular rate of pay shall be paid for all hours worked on the seventh (7th) day worked in the workweek.

SECTION 9. For the purpose of determining whether an employee has worked a sixth (6th) or seventh (7th) day within the regular workweek, such employee shall be considered to have performed a day's work when:

- A. On one (1) of the holidays listed in ARTICLE XIII, Section 1, which is a day in the employee's regularly scheduled working hours in that workweek, the employee is required by Management to take the day off solely because it is a holiday, and the holiday occurs prior to the sixth (6th) day worked in the workweek, provided, however, that if the employee is scheduled or requested by Management to work on such holiday and does not work, the holiday shall not be counted as a day worked;
- B. An employee is granted an extra day's vacation in lieu of a holiday observed during such employee's vacation;
- C. Management excuses an employee from his work for part of a day on account of his illness;
- D. The employee reports for his regularly assigned duties without due notification to remain away from work as provided in Section 12 of this ARTICLE and at the instance of the COMPANY no work is available for him;
- E. The employee is called in and works on his day of rest, subject to the limitations set forth in Item G of

this Section. Should such employee continue to work on into a second day of rest only the first day will be counted as a day worked unless four (4) or more hours are worked on each of the days of rest;

- F. The employee is required to be absent from work for part of a day because of death or illness in his immediate family, but only when excused for such purpose by Management;
- G. The employee is required to work immediately prior to or immediately following his work shift and thereby works on his regularly scheduled day of rest, such excess hours shall not be counted as an additional day worked unless the employee works four (4) or more hours on his regularly scheduled day of rest.

In no case shall an employee receive credit for more than one (1) day worked in a regular workday.

SECTION 10. An employee who is called into work outside his regularly scheduled working hours shall be granted a call-in allowance of three (3) hours' pay at his base rate in addition to overtime pay at one and one-half (1½) times his regular rate for actual hours worked during such call-in except that if the call-in occurs on Sunday, the allowance shall be four (4) hours. An employee shall be considered called in for the duration of the job and when, after having left the PLANT, he is notified to report back to work before his next scheduled shift. There shall be no automatic change in an employee's regular schedule in call-in situations. An employee held over beyond the end of his regular shift shall be given a minimum of thirty (30) minutes' notice prior to the end of that shift or, if such thirty (30) minutes' notice is not given the employee, he shall be granted the call-in allowance provided in this Section. An employee who has been instructed to work

beyond the end of his regular shift shall be granted the call-in allowance if such instructions are cancelled during the last thirty (30) minutes prior to the end of his regular shift. An employee called in to work, or held over beyond his regular shift for work, shall not be construed to have a change in schedule and eligible for pay under Section 6 of this ARTICLE. An employee paid under this Section shall not be granted pay under Section 11 of this ARTICLE.

SECTION 11. An employee held over for two (2) or more hours beyond the end of his regularly scheduled hours of work shall receive a holdover allowance of one-half ( $\frac{1}{2}$ ) hour at his regular rate. This Section shall not apply to an employee called in to work under Section 10 preceding.

SECTION 12. An employee who reports for his regularly scheduled shift without having received at least two (2) hours' prior notice by Management not to report to work and Management finds that no work is available for him shall be paid for not less than four (4) hours at his base rate plus shift differential, when applicable. Such hours not worked shall in no case be paid at an overtime rate. If such employee is required to work, supervision shall make a sincere effort to provide him with his regularly scheduled number of hours of work. This Section does not apply to an employee who does not report for work as scheduled.

SECTION 13. An employee required by the COMPANY to work on his posted day of rest shall not be required to take compensating time off unless he is given more than one hundred sixty-eight (168) hours' notice prior to the start of work on his day of rest or in case he is being transferred to a different job.

SECTION 14. When more than one (1) rate is applicable to the same hours of work, the rates shall not be pyramided but only the highest single rate shall be paid, and any hours paid for at an overtime rate, except hours worked on holidays, shall not be used again for the purpose of determining any other overtime hours. When time and a half, double time, or two and one-half time rates are paid for hours worked, such hours shall be considered overtime hours. When any of the rates set forth in this Agreement and regular salary are applicable to the same hours of work, such rates and salary shall not be pyramided in calculating the employee's total earnings.

## **ARTICLE XXI**

### **WAGE PAYMENT PRACTICES**

SECTION 1. Notation shall be made on an employee's paycheck stubs of any deductions.

SECTION 2. Employees shall be paid in accordance with the Plant's Single Salary System. The implementation of this program is not designed to alter rates or amounts of compensation to which employees are otherwise entitled under this collective bargaining Agreement. All wage and benefit payments shall be made in a timely manner under this collective bargaining Agreement and under State and Federal law.

## ARTICLE XXII

### WAGES

SECTION 1. A copy of "base rates" and rate progressions in effect as of the date of the signing of this Agreement and subsequent revisions of such rates and classifications shall be furnished to the UNION by the COMPANY for representative composite jobs up to and including Code Rate 11.

SECTION 2. Rates of pay may be opened for negotiations by either party giving written notice of the proposed modification to the other party at any time during the life of this Agreement.

SECTION 3. *Shift Differential.*

#### Shift Designations - Standard Shifts

Shift #1	11:30 p.m. to 8:00 a.m.
Shift #2 (a)	7:30 a.m. to 4:00 p.m.
Shift #2 (b)	8:00 a.m. to 4:30 p.m.
Shift #2 (c)	7:48 a.m. to 4:18 p.m.
Shift #3	3:30 p.m. to 12:00 midnight
Shift #4	6:00 a.m. to 6:30 p.m.
Shift #5	6:00 p.m. to 6:30 a.m.

Shift designation of any work group shall be determined by business need.

Employees requesting to work irregular shifts shall be paid their regular rate of pay with no shift differential.

Employees working irregular shifts at the request of Management shall be paid at their regular rate of pay with appropriate allowances.



*For 8-hour shift workers*, a shift differential of forty-five cents (\$.45) per hour shall be paid for all hours of work between 3:30 p.m. and 12:00 midnight, and a shift differential of sixty-five cents (\$.65) shall be paid for all hours of work between 12:00 midnight and 8:00 a.m., with the exceptions listed below:

Shift differential shall not be paid to employees on the #2 shift for regularly scheduled working hours between 7:30 a.m. and 8:00 a.m. or between 3:30 p.m. and 4:30 p.m.

Shift differential of sixty-five cents (\$.65) per hour shall be paid to employees on the #1 shift for the half-hour between 11:30 p.m. and 12:00 midnight.

*For 12-hour shift workers*, a shift differential of seventy cents (\$.70) per hour shall be paid for all hours worked between 6:00 p.m. to 6:30 a.m.

Shift differential shall not be paid to twelve (12) hour shift employees between the hours of 6:00 a.m. to 6:30 p.m.

SECTION 4. Management shall supply to each UNION Representative for his use on the PLANT copies of the general group job summaries of jobs within the scope of his representative Area. These job summaries outline the general duties, responsibilities, and specifications for general groups of jobs and are not intended to show all the miscellaneous duties the employee may be assigned to perform. Any changes in the wording of the general group job summaries shall be reviewed with the UNION Representative concerned prior to adoption.

SECTION 5. A salary roll employee shall be paid not less than his base monthly salary for normally scheduled hours except that, in the event unexcused absence or excused absence with less than full pay or without pay occurs, a deduction may be made from the employee's base salary for that period for such absence, provided, however, that the limitations set forth in ARTICLE XX, Section 14, shall be governing.

SECTION 6. *Promotional Pay Procedure*

Promotional Pay will be effective no later than 30 calendar days from the date the new job is accepted. In the event that training is required on the new job during the interim prior to promotion, there will be no detail pay for such training time.

SECTION 7. *Regression Procedure*

If a Chambers Works employee is excessed and forced to a lower paying job, their pay will be regressed using the following guidelines:

- A. In coincident with the wage anniversary date, the "Delta Pay" of a Chambers Works employee would move  $\geq$  \$50 closer to the next lower applicable rate. If the wage increase was \$40, the employee would not only get no increase but would have \$10 deducted from their current pay.
- B. Every 6 months thereafter the "Delta Pay" would move  $\geq$  \$50 closer to the applicable rate.
- C. That the "Delta Pay" adjustment made every 6 months would exceed \$50 only if on a wage anniversary date the applicable job rate was increased  $\geq$  \$50.

## **ARTICLE XXIII**

### **SUSPENSION OF PROVISIONS OF THE 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 this Agreement, such provision shall be modified to the extent necessary to comply with such law, rule, regulation, or order.

## **ARTICLE XXIV**

### **LIFE OF AGREEMENT**

SECTION 1. This Agreement shall continue in full force and effect beginning the 18th day of July, 1991, and continue thereafter until terminated by either party with ninety (90) calendar days' advance notice in writing.

SECTION 2. If either party desires to modify or change this Agreement, it shall give notice in writing of the desire to modify or change. If notice to modify or change is given by either party, this 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 representative on the 18th day of July 1991.

E. I. DU PONT DE NEMOURS  
AND COMPANY

By JOHN S. SIEG, JR.  
*Works Manager*

By BRUCE R. FITZGERALD  
*Unit Manager, Human Resources*

Witness:

Michael L. Szep  
William T. Collins  
Fred Jamison  
John W. Franchetti  
David R. Robinson

CHEMICAL WORKERS  
ASSOCIATION, INC.  
AFFILIATE OF  
INTERNATIONAL  
BROTHERHOOD OF  
DU PONT WORKERS

By WILLIAM J. GOLT  
*President*

James L. Shields  
Dominic D. Bassano