

## Transformation Agreement

This agreement serves to supplement and clarify the new Collective Bargaining Agreement (the "Agreement") for the CT&O bargaining unit by and between E. I. DU PONT DE NEMOURS AND COMPANY, INC., on behalf of its Spruance Plant (the "Plant") and the AMPHILL RAYON WORKERS, INC (the "Union"). In consideration of the Union and the Plant agreeing to the Agreement, and to resolve all issues between the parties relating to the Plant's Transformation Process, the parties further agree to the following:

### A. Workforce changes - July 29, 2013

Upon execution of this Agreement, the following workforce changes will occur. All of the following excesses (minus vacancies) will only occur after the CTP Volunteers have been identified.

#### *Technical Assistants*

##### (-6) Eliminate the following assignments:

3 -UPF (Ultra Performance Fibers) - Work has scaled back and program is ending 2Q'13.

1 - Ballistics Range Support – Supporting this work will be eliminated. Exempt professionals will execute this work without the support of a TA.

1 - Medical Packaging – Support for the Medical Packaging Transition Protocol and GATT which is due to end before the end of 3Q13. Positions will be eliminated at that time.

1 - Drum Winder - Research – Shut Down of drum winder in Ballistics, the professional exempt retired therefore, TA position that supported this work will be eliminated.

##### (-5) Redistribute work and excess the following positions:

1 - CCAS – Reducing from 3 to 2 TA's. Work will be significantly reduced upon completion of Reach Program, remaining work will be divided among the two remaining TA's.

1 - Kevlar Manufacturing Technology (MT) Support – Reduction of product changes with product wheel implementation; reduced ream-out project effort and elimination of engineering resources.

1- Building Innovations – due to reduction in workload and 3<sup>rd</sup> party testing will reduce from 2 to 1 TA.

1 - Nomex Spinneret TA – Eliminate this assignment. Stop doing routine inspections. Have manufacturing operators inspect for cause in the future.

1 - Tyvek lines 4&7 TA – Lines 4&7 will reduce one TA because the increased timeline of GATT transition eliminates the 2013 need for TA sampling and test follow-up.

#### *Clerks & Secretaries*

##### (-6) Eliminate the following positions:

2-Scheduling Coordinator (6470) – Position already has a no backfill request on file. Will eliminate one position and contract the other.

1-Library Assistant – Technical (4000) – Eliminate this position and transition to all electronic lab notebooks (will no longer micro film). Progress reports to be assigned to other Admins and any residual work to go the admins.

2-Engineering Administrative Assistant (5310) – Technology improvements will eliminate the need for reprographics

1-Telecommunications Coordinator (6380) – Previously communicated the plan to eliminate this position as responsibility becomes that of the new vendor

**(-12) Contract and/or redistribute the following positions:**

6-Strategic Buyer/MRO Stores Planner - GWR (6455) – Contract this work and allow the Service Centers and Hagemeyer to take over all this work.

1-Financial Accountant (6435) – Eliminate this position and redistribute work to on site exempts or contractor.

1-Mail Room Coordinator & Courier (3220) – Contract this work.

1 – SHE Clerk (6390) – Respirator Fit testing – Will contract out this work.

1-Project Administrator - Site Engineering (6420) – Eliminate position and exempts will enter info into SAP.

2- Essential Materials Clerks (6440) – (South Warehouse) Contract out this work with Stores Contractor or Warehouse Contractor

***Total CTP's Offered***

(-11)	TA (capped at 11) (minus current vacancies)
(-18)	Clerks and Secretaries (capped at 18) (minus current vacancies)
(-29)	Maximum number of CTP's (minus current vacancies)

**Section B – Incentives for Employees**

1. **Career Transition Financial Assistance Plan (“CTFAP”)**. The current severance pay policy (Career Transition Financial Assistance Policy) listed in Article VII Section 1 of the new Collective Bargaining Agreement will be utilized for the reductions described in Section A of this Transformation Agreement. CTFAP will be paid out to eligible employees on a regular pay period basis beginning after they leave the Plant roll until the full benefit is reached.

2. **Expressions of Interest**. All bargaining unit employees in the CT&O bargaining unit as of 6/26/13 will be offered the opportunity to express their interest to be terminated for lack of work due to a reduction of force with applicable CTP and pension benefits during a single, 30 day window period beginning on a date to be determined, subject to management’s right to make final determinations of participants and hold over’s. **Employees can choose their preferred off roll date at this time as described below.**

**Assigned Off-Roll Dates are:**

- I. 60 days after Volunteer window closes**
- II. 12/31/13**

a. Determining hold-over periods:

- During the Transformation Period, the Plant Manager and the Local Union President will meet on a monthly basis to review the summary status of the off-roll process.
- Hold-over periods shall not exceed one year from the assigned off-roll date.
- Plant Management will make every effort to allow those who have so expressed their interest to leave the Plant rolls earlier than the designated off-roll dates.

b. Transition for Employees with Assigned Off Roll Dates:

- o Employees with assigned off roll dates may be assigned to:
  - Train other DuPont workers or contractors
  - Perform any bargaining unit tasks assigned or work performed by contractors and/or LSE's.
- o Prior to off-roll date, employees will have the right to use the Tuition Reimbursement program, without affecting their rights for CTP educational assistance available after the employees leave the roll.
- o Employees with assigned off roll dates will not go below their rates of pay in effect as of the date of the execution of this Agreement and will be eligible for normal wage increases.

c. Any employees volunteering for CTP will be expected and required to continue to perform the work duties assigned to them until they leave the roll. They will not be eligible to participate in the NETS system.

d. The amount of Expressions of Interest will be capped at 11 TA's and 18 Clerks & Secretaries totaling 29 (minus current vacancies). Should more than 29 (minus current vacancies) employees express interest in the CTP, the company and union will meet to determine and agree on which other positions beyond those in the proposal can be eliminated in order to lift the cap and allow those employees to participate in the CTP. If agreement cannot be reached, the cap will remain at 29 (minus current vacancies) and the least senior employees will not be allowed to receive the CTP benefit, and their Expression of Interest will be rejected.

e. If less than 29 (minus current vacancies) employees Express Interest in the CTP, the company will not implement a forced reduction in order to meet the cap; however, the positions described in management's proposal will still be eliminated.

3. Informational Seminars and Personal Financial Information. The following services will be offered to provide information to pension eligible bargaining unit employees, with the full cost to be borne by the Plant, as follows:

- a. Pension Plan and CTP. Information on these topics will be offered to all (who are pension eligible) CT&O bargaining unit employees and their spouses, in order to assist them in understanding their benefits under these plans.
- b. Pension and CTP Estimates. Personalized Pension and CTP benefit information will be provided to all bargaining unit employees (who are pension eligible) to assist them in their decision making process
- c. Individual Assistance. Plant Management will assign a person to provide assistance to Spruance bargaining unit employees in order to utilize the information provided in a. and b. above.

4. 2 year Contract starting September 1, 2013.

5. 3% pay increase starting September 1, 2013.

6. A one-time non-precedent setting agreement that would allow any C&O vacancies created by current CTP offering and/or bargaining be backfilled by excess employees in lieu of utilizing current CT&O Rules of Job Progression. The Company may place excess C&O employees into positions of needs/openings without regard to seniority or processing a NETS move (previous experience will be considered then if all else is equal seniority will be the deciding factor). Those employee(s) who are placed will maintain their current pay level and step. Any CT&O employees who are involuntarily demoted during the two year term of the CT&O Collective Bargaining Agreement will have their pay level and step protected.

## C. Changes to Technical Assistant Job Progression

### Technical Assistant 3 level progression proposal

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

#### Entry Level

Pay - Level 6 step 0.

- **Exceptions: Entry from P&M: Level 6 Step 18 with 15 years of service or greater.**

During a time period of one year the candidate must demonstrate knowledge and skills (skills demos and/or written test) in the following areas:

#### Requirements:

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

#### Base Level

Pay - Level 6 step 18

Candidates progress to this level after one year and demonstration (skills demos and/or written test) of all entry level requirements above.

#### Advanced Level

Pay - Candidates for Advanced Level will remain at Level 6 until completion of all Advanced Level requirements. Upon completion of each sub requirement, the candidate will advance the indicated steps. The candidate also will continue to progress through the existing merit process. Upon completion of all requirements, the candidate will advance to Level 7. Training required is the responsibility of employee.

#### Requirements:

- Satisfactory Performance in all aspects of job
- Minimum of 2 yrs. at Base Level (Do not need to wait this time period before starting training)
- Complete green belt training and certification based on one project. (Applies to all jobs) **Worth 4 step advancement upon certification**  
Upon certification candidate is expected to:
  - » Help define development activities required to achieve program goals
  - » Participate in DOE development
  - » Perform statistical analysis of data
  - » Ability to design and execute a gage R&R
  - » Under minimal guidance, conducts measurements and technical experiments in response to internal and external customer requests to support the business
  - » Recognizes erroneous or unexpected results, interprets and analyzes results and makes suggestions based on their analysis and conclusions.
  - » Be the Expert in troubleshooting equipment; test methods and processes in their area of responsibility
- Advanced PSM training enabling candidate to: (Applies to all Jobs) **Worth 3 step advancement with demonstration of skills and abilities**
  - » Maintain their training documentation for their lab, or area of responsibility


- » Own the equipment in their area of responsibility by insuring all equipment is set up in SAP; that inspection frequencies/maintenance schedules are correct; assist in writing work orders; function as a lockout coordinator and track specific work orders and maintenance work
  - » Assist/Write and update all SP's, SOP's and PSM documentation in their area of responsibility. Follow-up with the completion of all MOC's
  - » Coordinate PSSR's and participate in first party audits of their area of responsibility.
- Engineering Processes Knowledge (Drawings; BPF's; Documentum)  
(Applies to Process Development and Plant jobs) **Worth 2 step advancement with demonstration of skills and abilities**
- » Provide input to design reviews
  - » Able to obtain Drawing and BPF information from Documentum
  - » Read, interpret and mark up drawings
- OR**
- Industry Standard training enabling candidate:  
(Applies to Applications and Product Development jobs) **Worth 2 step advancement with demonstration of skills and abilities**
- » Interpret, optimize, and practice industry standards, methodologies and analyses.
- Once promoted based on demonstrated capabilities, failure to meet requirements will result in returning to step level they would be at if they had not received appropriate step promotion.
- Failure by the Company to provide the listed training in 3 year time span will cause the TA to promote without it. The 3 year time span agreement will go into effect after completion of the curriculum bargaining.
- If TA job does not entail one or more of the above criteria they will not be required to complete that step.


**Progression to Level 8**

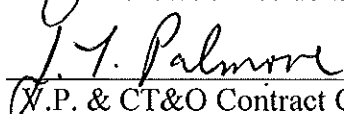
**TA's who possess exactly what is described may begin at or immediately progress to level 8 at the equivalent current level step.**

- 2 yr. college degree or equivalent credits with the following included:
  - » Math through Calculus
  - » Two courses each in Physics and Chemistry
  - » Two laboratory courses (or equivalent work experience)

Company:  Date: 8/13/13  
Spruance Plant Manager

Company:  Date: 8/13/13  
Labor Relations Manager

Union:  Date: 8/13/13  
A.R.W.I. President

Union:  Date: 8-13-13  
W.P. & CT&O Contract Chairman