

# MEMORANDUM OF AGREEMENT

ESQUEL	60.
DATE	99/04/01
TERM	2002/03/31
NO. OF EMPLOYEES	250
NO. OF BARGAINING EMPLOYEES	25

Entered into this 15th day of November 1999.

## BY AND BETWEEN

**CELANESE CANADA INC. - MILLHAVEN PLANT**, a corporation of Canada

and

**COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA, AND ITS LOCAL 9670, Kingston, Ontario, hereinafter called the "Union", WITNESSETH THAT**, in consideration of the mutual covenants and agreements hereinafter contained, the parties have agreed as follows:

## ARTICLE 1

### SCOPE

#### DEFINITIONS

**1.01** In this agreement:

- (i) **"Company"** means the Corporation **Celanese Canada Inc. - Millhaven Plant**, as a whole.
- (ii) **"Celanese Millhaven"** means the operations of the Company, located in Loyalist Township, Ontario.
- (iii) **"said Plant"** means the Fibres and PET Resin Plant of Celanese Canada Inc. - Millhaven Plant.
- (iv) **"employee"** means all persons in the employ of the Company at the said Plant save and except Stationary Engineers and engine room assistants employed in the Powerhouse and pump house, those employed at the staff house, guards, Forepersons, those above the rank of Forepersons, Technical staff, Engineering staff, sales staff, office staff, Process Control Section staff (other than testers, operators and helpers), Process and Product Research Section staff, Applications Research Section staff (other than equipment technicians, weaving technicians, operators, testers and helpers), and medical services staff.
- (v) **"bargaining unit"** means the unit of employees as herein defined.

#### RECOGNITION

**1.02** This Agreement covers all employees as defined above.

**1.03** Both parties agree to comply with the Ontario Human Rights Code.

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**1.04** The Company recognizes the Union during the term of this Agreement as the exclusive bargaining agent of the employees for the purpose of collective bargaining in respect of wages, hours, seniority, grievance procedure and such other working conditions as are included in this Agreement. It is the Company's intent that issues that are specifically related to the Collective Agreement will be discussed with the Union Bargaining Committee.

**MANAGEMENT RIGHTS**

**1.05** The Union recognizes, subject to the provisions and terms of this Agreement, the right of the Company to manage the said Plant, and to direct the working forces, including the right to hire, promote, transfer and demote any employee and to discipline, suspend or terminate the employment of an employee for just cause.

The Union agrees that the Company may at any time change the schedule of hours of work, determine and change work assignments or methods and select the materials to be handled, processed or manufactured.

Any such action of the Company which results in individual hardship or injustice shall be subject to the grievance procedure.

**1.06** The Union further recognizes the right of the Company to make and to alter from time to time reasonable rules and regulations to be observed by the employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement.

**1.07** It is the intent of the Company (1) to maintain a stable and well-trained maintenance department to accomplish the normal maintenance requirements and to meet production commitments and (2) to exercise reasonable judgement in the contracting out of services, expertise and manning above the resources of the maintenance department which are required at times to expedite and complete projects in achieving the objectives of item (1) above.

It is the intent of the Company that the action of non-bargaining unit employees be that which is required to assist in expediting and handling non-routine and emergency situations and not for their actions to impinge on bargaining unit work.

**ARTICLE 2**

**CO-OPERATION**

**2.01** During the term of this Agreement the Company agrees to maintain the level of benefits in effect on the effective date of this Agreement under the Celanese Benefits Program; i.e., the Celanese Pension Plan, the Celanese Group Plan, the Service Awards Plan and the Company contributions for Health Insurance. The Company will maintain its contribution to O.H.I.P. premiums at 100% during the term of this Agreement.

Notwithstanding the above it is agreed that the Company may alter, suspend or amend any Plan should any government action require or provide a benefit which, when considered in conjunction with any alteration, suspension or amendment made to a Company Plan or Plans does not in the aggregate result in a reduction of the level of benefits to employees.

It is further agreed that a change in the composition of employees such as in the average ages, length of service, relative number of men and women or in the extent of their participation in the Plans, or in the charges made by the insurers (including government charges) shall not be construed as a change in the level of benefits.

In the case of an employee receiving Long Term Disability Benefits up to normal retirement age (age 65), benefits will continue to be paid up to and including the entire month in which they attain age 65.

Should the Pension Plan for Millhaven Bargaining Unit employees be upgraded during the term of this Agreement, the Company agrees to implement those changes at the time of the announcement.

**2.02** The Company agrees to continue the practice of granting vacation with vacation allowance in accordance with the provisions of the Vacations for Payroll Employees in effect on the effective date of this Agreement. The following is a summary of eligibility:

(i) <b>Service by May 1st</b>	<b><u>Length of Vacation</u></b>	<b><u>Vacation Allowance</u></b>		
		The greater of		
		*(% of gross earnings in vacation year)	or	(the product of the employee's hourly rate and)
Less than 1 year	One twelfth of 10 working days each month of service.	4%		8 hours for each day of vacation entitlement.
1 year but less than 3 years	2 weeks	4%		80 hours
(ii) <b><u>Service Completed in Current Calendar Year</u></b>				
3 years but less than 10		3 weeks	6%	120 hours

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10 years but less than 19	4 weeks	8%	160 hours
19 years but less than 25	5 weeks	10%	200 hours
25 years or more	6 weeks	12%	240 hours

The Company agrees to provide one (1) additional vacation week off to employees in their retirement year.

\* The Company may at its discretion apply only the percentage formula to an employee who is absent during the vacation year for more than 15 working days for other than verified illness or Union business.

**2.03** The Union agrees that it will not cause, authorize or sanction, and no employee shall take part in, any strike, or other restriction of production, or any picketing of the Company's premises during the term of this Agreement.

In the event of violation of this Clause by an employee or group of employees, the officers and officials of the Union, including Stewards, shall promptly take all reasonable action to persuade, including setting a personal example, such employee or group of employees to comply with this Clause.

**2.04** The Company agrees that it will not cause or sanction a lock-out during the term of this Agreement.

**2.05** The Company agrees that the Union may post notices, on two noticeboards at the main entrances in locations satisfactory to the Union and the Company, in the said Plant, on noticeboards supplied by the Company for such purposes, provided that such notices have been individually approved in writing by the Union President.

The Union agrees that it will not distribute or post any pamphlets, advertising or political matter, cards, notices, or any other kind of literature within Millhaven Plant or its appurtenances except as herein provided.

**2.06** During the term of this Agreement, as a condition of each employee's continued employment, the Company shall deduct on the first regular pay day of each month, an amount equivalent to the regular monthly union membership dues from the wages of each employee.

In the case of a new employee, such deduction will commence with the first regular pay period following the month in which the new employee was hired.

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If the amount of monthly membership dues is changed by the Union during the term of this Agreement, the Union shall notify the Company in writing thirty (30) days before such change becomes effective.

The Company shall remit to the Secretary-Treasurer of the Union the total of all amounts so deducted no later than ten (10) days after the deductions have been made. The Company will at the same time forward to the Secretary-Treasurer of the Union a list of those employees who have since the date of the last payment to the Union, been hired, terminated, transferred out of the bargaining unit, or whose deductions are outstanding.

- 2.07** There shall be no discrimination, intimidation, interference, restraint, coercion or attempted coercion by or on behalf of the Company or by or on behalf of the Union, its members or its agents with respect to any employee because of membership or non-membership in the Union.
- 2.08** No one shall conduct Union activities during working hours except as specifically permitted in this Agreement.
- 2.09** The Company undertakes to communicate to the Steward of the area, the Chief Steward, or a senior Union Officer, any change proposed by the Company in work assignments or in hours of work which affects the majority of employees in such area, before such change becomes effective. The Company shall also inform the Union President in writing. Where practical this notice shall be given prior to implementation of such change.
- 2.10** The Company will continue the Job Posting and Lines of Progression Procedure.
- 2.11** The Company and the Union agree during the term of this Agreement to continue dialogue regarding matters of mutual interest. The dialogue may focus on, but not be limited to, the following areas: Job Security, Employment Programs, Technology, Plant Competitiveness and Efficiency, Communications, Union Effectiveness and Security, Training Requirements, Projections regarding Future Opportunities and Studies; i.e., Impact and Social Consequences of New Technology.

In agreeing to this dialogue, both parties recognize that effective communication on an ongoing basis is an essential element in developing an atmosphere of co-operation, satisfaction and high morale.

### **ARTICLE 3**

#### **DISCIPLINE AND DISCHARGE**

- 3.01** If an employee, who is present in the Plant, is discharged or suspended pending a decision on a probable discharge, the employee shall be advised in the presence of their Steward or the senior Union Officer on duty. The Union shall provide the Company with the current organization chart of the Union, updated as changes occur.

When Counselling Interviews (white) are issued to employees, they will remain in the employee's file for a period of six (6) months. Providing this six (6) month period has elapsed with no further infractions, the Counselling Interview will be deleted from the record of the employee.

When Written Warnings are issued to employees, a copy shall be forwarded to the Chief Steward. Such Written Warnings or suspensions shall be deleted from the record of an employee if a period of eighteen (18) months has elapsed without any new infraction, i.e., Counselling Interview, Warning or suspension, being entered.

The Company agrees to notify the Union President and Chief Steward in writing of the reason for the discharge of any employee other than a probationary employee. Any discharge may be discussed as a grievance, provided the grievance is submitted in writing within seven (7) days of the date of receipt of notification of discharge. In the event that an employee is discharged and, after subsequent investigation, is exonerated and reinstated, the employee shall be reimbursed for the time lost by reason of such discharge on the basis of their normal daily hours of work.

- 3.02** The form which the Company uses to record the appraisal of a bargaining unit employee will not be used as evidence during arbitration.
- 3.03** An employee shall be allowed to view/review and copy his/her employee file in the presence of a Human Resources Department representative at a mutually agreed time.

### **ARTICLE 4**

#### **REPRESENTATION**

- 4.01** The Company agrees to recognize thirty-six (36) Stewards, including a Chief Steward and five (5) Deputy Chief Stewards (one (1) for each crew). The Union shall notify the Company in writing of the names of the Stewards. It is understood and agreed that the Steward has their regular duties as an employee to perform. The Steward shall, after arrangements with their Foreperson, be permitted during their working hours and without loss of time or pay to leave their regular duties for a reasonable length of time in order to investigate and settle grievances in their jurisdiction.

**Memorandum of Agreement Between Celanese Canada Inc.  
- Millhaven Plant and Communications, Energy and  
Paperworkers Union of Canada and its Local 9670  
--- April 1999**

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- 4.02** The Company agrees to recognize a Union Bargaining Committee of not more than six (6) employees.
- 4.03** The Union Bargaining Committee shall have the right of meeting the appointed representative or representatives of the Company at least once every month for the purpose of discussing matters arising under this Agreement and including questions related to technological change and retraining. Members shall be paid straight time for all time devoted to attendance at such meetings held on Company property. If during negotiations it is mutually agreed to hold the meetings off Company property members of the Negotiations Committee will be paid their straight time hourly rate for that part of their regularly scheduled working hours devoted to attendance at such meetings. It is understood that a representative of the Communications, Energy and Paperworkers Union may be in attendance at any such meeting.
- 4.04** The Company agrees to recognize a Grievance Committee of not more than four (4) employees.
- 4.05** The Grievance Committee shall have the right of meeting the appointed representatives of the Company. Members shall be paid straight time for all time devoted to attendance at such meetings held on Company property. It is understood that a representative of the Communications, Energy and Paperworkers Union may be in attendance at any such meetings.
- 4.06** Members of the Union will be granted reasonable leave of absence without pay for the purpose of attending conventions or other Union functions so long as the Company has been provided one (1) month's notice in writing of such request. The Company will also consider a request where less than one (1) month's notice in writing has been given. The Company and the Union further recognize that service will continue to be acquired during approved absences referred to in the Agreement up to a maximum of six (6) months in any calendar year. Extended Leave of Absence for Union business will be granted to not more than one (1) employee at any one time to a maximum period of one (1) year.
- 4.07** Union Stewards and Executive Officers and Committee Members shall be granted time off without pay to attend Stewards' Meetings or Union Executive Meetings and General Membership Meetings. The Union will be reasonable in the consideration of the combination of Officers and Officials of the Union time off in regard to the application of this Clause. The Union agrees to give the Company reasonable notice of such meetings.
- 4.08** The Company agrees to pay Executive Officers of the Union and the Health and Safety Representative for the time lost while absent on Union business and the Company will be fully reimbursed for their hourly rate monthly by the local Union.

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## **ARTICLE 5**

### **HOURS OF WORK**

**5.01** For employees assigned to day work, the normal number of daily hours of work shall be eight (8) for five (5) days per week, in accordance with the schedules established from time to time for such employees.

**5.02** For employees assigned to shift work the normal number of daily hours of work shall be either eight (8) for an average of five (5) days per week, or twelve (12), and shall vary from twelve (12) hours for four (**4**) days in a week to twelve (12) hours for one (1) day in a week, in accordance with the schedules established from time to time for such employees.

**5.03** The normal number of daily hours of work are stated solely for the purpose of calculating overtime.

**5.04** It is understood that an employee shall be at their workplace and ready to assume their duties at the commencement of their working day.

**5.05** An employee assigned to shift work shall not leave their workplace until relieved by the employee assigned to the same operations on the succeeding shift. Relief shall not take place any earlier than thirty (30) minutes prior to the start of the succeeding shift unless by special permission of their Foreperson or Supervisor.  
Forepersons and Supervisors will not unreasonably withhold permission.

**5.06** The Company shall schedule for employees assigned to non-continuous shift work two (2) rest periods of fifteen (15) minutes each during their normal daily hours of work.

The Company shall make every reasonable endeavour to grant all employees assigned to continuous shift work two (2) rest periods of fifteen (15) minutes each during their normal daily hours of work.

**5.07** Each employee assigned to non-continuous shift work shall be granted a five (5) minute period before their luncheon and before the end of their working day for the purpose of workplace clean-up, making out time cards and personal wash-up.

**5.08** It is agreed that an employee may exchange working hours with another or other employees on a mutual basis with the permission of the Foreperson. It is understood that the Company will not pay overtime rates for hours worked for such an arrangement.



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- 5.09** The Company will pay loss of earnings to Millhaven Plant employees who, as members of a Municipal Volunteer Fire Department, are absent from work fighting fires. The employee must be a member of the Volunteer Fire Department involved, and listed as such with the Health & Safety Co-ordinator. The employee's presence or continued presence at the fire in question must have been required by an Officer of the Brigade engaged in fighting the fire.

## **ARTICLE 6**

### **OVERTIME AND OTHER ALLOWANCES**

- 6.01** An employee shall be paid at the rate of time and one-half, calculated to the nearest quarter hour, for work required to be performed in excess of their normal number of daily hours of work. However, an employee shall be paid at the rate of double time instead of at the rate of time and one-half for all hours worked in excess of twelve (12), in the case of an 8-hour shift employee, or sixteen (16) in the case of a 12-hour shift employee in any one day, or, if not in one day, in excess of twelve (12) or sixteen (16) hours respectively, provided such hours have been worked consecutively or have not been interrupted otherwise than by a period of two (2) hours or less.
- 6.02** An employee shall be paid at the rate of double time for work required to be performed on their regularly assigned day of rest. The regularly assigned day of rest for shift workers on a two shift basis shall be the first day off where one (1) day off is indicated by the shift schedule and the first day off where two (2) days off are indicated by the shift schedule. The regularly assigned day of rest for day workers on a day shift basis and for employees assigned to twelve-hour shifts shall be the first day off in the calendar week. All numbered individual days off (numbered in the shift schedule in effect on the effective date of this Agreement) shall be considered regularly assigned days of rest for the purpose of this Clause; nothing in the foregoing excepted.
- A lieu number will be assigned to an employee at the time he or she reports to their continuous shift. Wherever practical, he/she should retain same lieu number. In the case of a lieu number change, the Company will endeavour to assign a number comparable to the lieu number previously held by that employee.
- 6.03** If an employee is required to report to the said Plant for the performance of any work at other than their regularly scheduled working hours, they shall be paid a minimum amount equivalent to pay for four (4) hours at their straight time rate if their pay for work performed is less than this amount except when such unscheduled work forms a continuous period with the employee's regularly scheduled working hours, in which case no minimum shall apply.

In addition in the absence of normal transportation facilities the Company will provide transportation for the employee required to perform special work as outlined in the first paragraph of this Clause, or, if the Company has no transportation available the Company will pay the employee one (1) hour's pay at their straight time rate.

- 6.04** When an employee's, other than a twelve-hour shift employee, regularly scheduled working hours are changed by the Company, that is, both starting and finishing times changed, they shall continue to be paid on the basis of their former schedule for work performed during their first working day following such change unless notice of such change has been given to them by the Company twenty-four **(24)** hours or more prior to the old starting or the new starting time, whichever is the earlier.
- 6.05** An employee who reports for work at their scheduled starting time without having been notified not to report and for whom no work is provided by the Company shall be paid for a minimum of four **(4)** hours in the case of employees assigned to eight-hour shifts, or six (6) hours, in the case of employees assigned to twelve-hour shifts, at their straight time rate provided that such failure to provide work is due to circumstances within the control of the Company.
- 6.06** If as a result of a change in schedule any employee not on the twelve-hour shift schedule is required to work in excess of six (6) consecutive days, they will be paid at the rate of time and one-half for the seventh day worked, or, when thirty-six (36) hours notice has not been provided to an employee on continuous operations, time and one-half will be paid for the first work period performed on any change of schedule unless such change of schedule commences on an employee's days-off in which case they shall continue to be paid on the basis of their former schedule for the first such day worked and the employee will not be entitled to any other premium for the change of schedule. Except, however, all hours scheduled and worked in excess of their former schedule for that pay period shall be paid at time and one-half. Employees shall not have their scheduled hours reduced to avoid overtime or premium payment. In the event the change of schedule is as a result of the employee's initiative, no premium payment need apply, unless the employee's new schedule requires them to work in excess of the normal number of scheduled days in that pay period.
- 6.07** An employee shall not be entitled to be paid under more than one Clause of Articles 6 and 7 unless otherwise specifically provided and, in any event, the rate of payment, excluding the minimum payment and travelling allowance provided for in Clause 6.03, shall not exceed twice the straight time hourly rate except in respect of work performed on a recognized holiday specified in Clause 7.01 in which case such rate, excluding the travelling allowance and minimum payment provided for in Clause 6.03 but including the holiday allowance provided for in Clause 7.02, shall not exceed three (3) times the straight time hourly rate.

ARTICLE 7

RECOGNIZED HOLIDAYS

**7.01** Except as otherwise stipulated in this Clause 7.01 an employee shall be paid an amount equivalent to eight (8) hours pay at their straight time hourly rate for the following holidays whether or not they work on such holidays:

New Year's Day	Civic Holiday
Heritage Day	Labour Day
Monday of March School Holiday	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Dominion Day	December 26 <sup>th</sup>

However, an employee shall not be entitled to be so paid for such a holiday:

- (i) If the employee does not work on the holiday when they have been required or scheduled to do so; or
- (ii) if the employee is absent without good cause on their scheduled working day immediately preceding or succeeding the holiday; or
- (iii) if the employee is absent for any reason except on vacation, on both the scheduled working days immediately preceding and succeeding the holiday; or
- (iv) if the holiday occurs while the employee is on leave of absence except a leave of absence for verified illness of less than five (5) consecutive days; or
- (v) if the employee has been in the employ of the Company for less than forty-five (45) consecutive days.

**7.02** An employee who works on any of the holidays mentioned in Clause 7.01 shall:

- (i) If entitled to the payment provided in Clause 7.01 be paid in addition thereto at the rate of time and one-half for all hours so worked up to the normal number of daily hours of work. Where the provisions of Clause 6.03 would apply to the work if the day was not a holiday, the minimum payment and travelling allowance shall also apply. Payment for hours worked in excess of the normal number of daily hours of work shall be at the rate of double time; or
- (ii) if not entitled to the payment provided in Clause 7.01 be paid at the rate of time and one-half for all hours so worked.

- 7.03** If another day is substituted by statute or decree or by mutual agreement between the parties for the observance of any of the holidays listed in Clause 7.01 the day of observance so substituted shall be deemed to be the holiday for the purpose of this Article 7.
- 7.04** When a holiday mentioned in Clause 7.01 falls in an employee's vacation period, the employee will receive the allowance provided in 7.01 for such holiday in addition to their vacation pay, except that an employee assigned to day work will have the choice of such additional allowance, or of receiving an additional day off with pay in lieu of the recognized holiday. In the event of the latter choice the additional day off will generally be attached immediately following the vacation period. Shift employees will also have the choice of such additional allowance or of receiving an additional day off with pay in lieu of the recognized holiday. However, the latter choice may be elected only with the employee's vacation selection(s) that are not coincident with the shutdown period and that in any area no more than one (1) additional day off and no more than one (1) employee per shift can be off because of such additional day in lieu of the recognized holiday.
- 7.05** Shift employees who have worked those recognized holidays mentioned in Clause 7.01 in the course of the normal shift schedule during the period May 1st of any year to April 30th of the following year may elect to accrue forty **(40)** hours in time with forty **(40)** hours of their regular rate of pay in lieu of receiving the eight (8) hour holiday allowance at the time the recognized holiday is worked. An employee choosing the former option must take the entitlement as if it were a vacation week. Such entitlement must be elected during the vacation selection period (normally April - May) and accrued during that vacation year to be taken in the following year's vacation period.

## **ARTICLE 8**

### **BEREAVEMENT**

- 8.01** An employee who has a death in the immediate family and who is required to **be** absent from work (i.e., not on vacation or other leave of absence) in connection with the death or funeral will be paid for such time required off work for three (3) days in the case of an employee assigned to eight-hour shifts or two (2) days in the case of employees assigned to twelve-hour shifts except in the case of an employee who has a death of a spouse and/or daughter or son, or father or mother, in which case they will be allowed up to five (5) days to a maximum of thirty-six (36) hours in the case of an employee assigned to twelve (12) hour shifts and forty **(40)** hours in the case of an employee assigned to eight (8) hour shifts. Normally an employee will be expected to return to work on the first working day following the funeral. The "immediate family" means husband, wife, father, mother, son, daughter, brother, sister, father-in-law, mother-in-law, stepfather, stepmother, grandfather, grandmother and grandchild.
- 8.02** An employee will be paid for such time required off work (i.e., not on vacation or other leave of absence) for up to eight (8) hours for employees assigned to eight (8) hour shifts and up to twelve (12) hours for employees assigned to twelve (12) hour shifts to attend the funeral of their son-in-law, daughter-in-law, brother-in-law and sister-in-law.

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**8.03** The Company will pay lost time for up to four **(4)** hours once per calendar year for employees who act as pallbearer.

**ARTICLE 9**

**WAGES - CLASSIFICATION**

- 9.01** The classification of the employees shall be done by the Company.
- 9.02** The classification of existing occupations within the recognized bargaining unit and wage rates applying thereto shall be as shown in Schedule "A" and Schedule "AI", which is made part of this Agreement and is signed for identification by the parties hereto. In the event that the job content of any occupation is substantially changed during the term of this Agreement, or that a new occupation is established, the occupation may be re-classified or classified, as the case may be, by the Company but the Company agrees to review such change or new classification with the Union prior to implementation.

When a new classification is established by the Company, the Company shall determine the rate of pay for the new classification and notify the Union of the same within ten (10) days. If the Union challenges the rate, it shall have the right to request a meeting with the Company to endeavour to negotiate a mutually acceptable rate. Such request will be made within ten (10) days after receipt of notice from the Company. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Company.

- 9.03** While an employee may at any time discuss their Classification with their Foreperson, no request for a change in the classification of such employee need be entertained by the Company unless presented to the Company in writing by the Union within thirty (30) days following the date of the classification or of the change in classification to which such employee objects.
- 9.04** An employee assigned, as a trainee, to a classification included in Schedule "C" shall be paid the rate applicable to such classification prior to the expiry of the training time specified in Schedule "C".
- 9.05** An employee assigned to work in a higher rated classification shall be paid the higher rate for the full shift when an employee assumes the duties of such classification and provided the assignment is for three (3) hours or more. If an employee is temporarily assigned to work in a lower rated classification to meet business exigencies they shall be paid at the rate established for the classification under which the employee is listed on the payroll.

- 9.06** The Company will discuss with the Union procedures to be followed should an apprenticeship program be established from time to time at Millhaven Plant which varies from the existing program.

## **ARTICLE 10**

### **SENIORITY**

- 10.01** The seniority of each employee covered by this Agreement, other than a replacement for an employee absent from work on vacation or due to illness or for other reasons, shall become effective after a probationary period of one-hundred and twenty (120) days employment with the Company within the bargaining unit and shall be retroactive to the date of hiring.
- 10.02** Seniority shall govern on all occasions when a lay-off occurs, or a transfer or a promotion, or a demotion to a classification included in Schedule "A" and Schedule "AI" occurs provided, however, that the senior employee is able and possesses the necessary skills required to perform the job or can acquire those skills within a reasonable period of time.

The provisions of this Clause 10.02 need not apply to a lay-off which the Company expects to remain in effect for five (5) working days or less, except as outlined in the Lines of Progression Procedure, or to a transfer or promotion or demotion to a classification in Schedule "A" and Schedule "AI" which the Company expects to remain in effect for seven (7) days or less or, in the case of vacancies arising from absence on vacation or extended illness, for thirty (30) days or less. If such temporary adjustment extends beyond thirty (30) days the Company and the Union will discuss further filling of such vacancy and may resort to the temporary posting procedure.

No employee shall lose their position in a Line of Progression or job due to any temporary illness or injury lasting less than six (6) months. In the event that upon the expiration of twenty-six (26) weeks the prognosis of the illness or injury is not of the totally disabling nature, that is, upon recovery the employee is capable of performing the regular duties of their position or job, their position or job shall continue to be filled on a temporary basis pending their return to work.

In cases involving employees whose continued illness or injury is severe enough to keep them away from work beyond the twenty-six (26) weeks and who after qualifying for long-term disability benefits, recovers sufficiently to perform work, their case shall be reviewed on an individual basis with consideration for medical restrictions opposite viable work arrangements. In such cases there shall be no loss of wages greater than one classification below the employee's former classification.

If any such temporary adjustment should subsequently become permanent or exceed the stipulated time limits, the provisions of this Clause 10.02 shall apply immediately but such application shall be without retroactive effects.

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The Company's judgement shall not be exercised arbitrarily or unreasonably and the Company agrees to advise the Union of the reasons for its decision on request.

In deciding between applicants to fill a vacancy in a classification in Schedule " A and Schedule "AI", the Company shall disregard the qualifications obtained by an applicant during a previous temporary assignment to such classification under the provisions of this Clause 10.02.

**10.03** Seniority shall, for the purpose of this Agreement, be calculated so as to include all periods of a person's employment from the earliest date on which they became employed by the Company in its operations at Millhaven, Ontario, within the bargaining unit excluding, however, all periods of employment that occurred prior to a termination of employment other than a lay-off lasting less than twenty-four (24) months.

**10.04** Seniority shall be lost upon termination of employment for any reason, as well as upon transfer to a position outside the bargaining unit. Notwithstanding the foregoing, however,

(i) seniority lost upon a lay-off lasting less than twenty-four **(24)** months shall be restored upon re-employment together with credit, for seniority purposes, for the period of such lay-off; and

(ii) an employee who transfers to a position outside the Bargaining Unit for a period not exceeding twelve **(12)** months shall, if he/she returns to the Bargaining Unit, either pay Union dues or lose seniority for that period of time. After twelve (12) months, all seniority shall be lost. The parties agree that this Clause shall not be retroactive.

(iii) Seniority lost as the result of Long Term Disability shall be restored if the employee can assume the duties of an available job within a period of twenty-four **(24)** months.

**10.05** The Company agrees to post seniority lists showing the seniority status of each employee and to furnish a copy of such lists to the Union. For those employees with same date seniority, the Company agrees to further define seniority by means of the payroll number system; the lower number being the most senior employee.

**10.06** The Company agrees to alter the seniority lists from time to time and to correct any errors therein whenever proof of error is submitted by the Union or any employee. No change shall be made in the seniority status of an employee without consultation with the Union.

**10.07** Recall Clause: When a vacancy occurs the Company shall not hire a person not formerly employed, if there is available a former employee who was laid-off within the previous twenty (20) months. Seniority at the time of lay-off shall govern between such former employees who possess equivalent qualifications. This provision shall apply only to former employees who have filed their current addresses and telephone numbers with the Company for this purpose and whom the Company is able to reach by telephone at the time their services are required. The Company will provide the Union with a list of those employees whom the Company has been unable to contact.

## **ARTICLE II**

### **GRIEVANCE PROCEDURE**

**11.01** It is the mutual desire of the parties that disputes, violations or complaints resulting in grievances be resolved as quickly as possible and in accordance with the following procedure. Any dispute, grievance or misunderstanding (hereinafter called "grievance") involving occupational classification, wages, seniority, hours of work or other working conditions which any employee or group of employees may desire to discuss and adjust with the Company shall be taken up directly with the Foreperson of the section or as otherwise provided in this Agreement. The Company agrees that the Chief Steward will be present at all Superintendent level grievance meetings unless he/she is unavailable, in which case a Deputy Chief Steward will be called.

#### **STEP 1**

Any employee or group of employees who believe they have a grievance shall through or with the Steward reduce the matter to writing and take it up with the Foreperson. The Foreperson shall render their decision in writing to the Steward and Grievor with a copy to the Chief Steward within two (2) regular working days.

#### **STEP 2**

If a satisfactory settlement is not obtained under the provision of Step 1 hereof, the employee and the Steward, together with the Chief Steward or Deputy Chief Steward, may submit the written summary to the section Superintendent and discuss the matter. The section Superintendent shall render their decision within seven (7) working days of receipt of the grievance at Step 2.



### **STEP 3**

If a satisfactory settlement is not obtained under the provision of Step 2 hereof, the Steward may submit the grievance in writing to the Works Manager or the Works Manager's appointee who shall hold a meeting of the Grievance Committee during the first calendar week of each month. The Works Manager or the appointee shall reply in writing to the Chief Steward within a further seven (7) days. The time limits may be extended by mutual agreement of the parties.

**NOTE:** Under exceptional circumstances, Steps 1, 2, and 3 of the grievance procedure may be combined by agreement between the Company and the Union.

- 11.02** Nothing in this Agreement shall be deemed to take away the right of an individual employee to present any personal grievance to the Foreperson.
- 11.03** While an employee may discuss a grievance with their Foreperson at any time, a request for retroactive adjustment need not be entertained by the Company unless the grievance is presented in writing within thirty (30) days of the date of the incident which gave rise to the grievance or if more than two (2) weeks have elapsed from the time the employee receives a decision in writing at any step in the Grievance Procedure to the time the grievance is carried to the next higher step.
- 11.04** The time limits specified in Clause 1 ■01 of this Article 1 ■ shall be deemed to be exclusive of Saturdays, Sundays, and those holidays described in Article 7.

## **ARTICLE 12**

### **ARBITRATION**

- 12.01** Within a period of forty-five (45) days following the date of the communication of the Company's written decision to the Union, any grievance or other matter in dispute between the Company and the Union, involving the interpretation, application, administration, or alleged violation of any article of this Agreement, may, in the event of failure to reach agreement thereon, be referred by either party to arbitration by an Arbitration Board, in accordance with the procedure contained in Schedule "B" of this Agreement.

Prior to the Union serving notice to submit a grievance to arbitration the President and Chief Steward of the Union may request and the Company agrees to provide the disciplinary documents from the grievor's file.

- 12.02** The decision of the majority of the Arbitration Board on the matter at issue shall be final and binding on both parties, but in no event shall the Arbitration Board have the power to add to, subtract from, alter or amend this Agreement in any respect.

- 12.03** Notwithstanding the provisions of 12.02, the Board of Arbitration shall have the authority to uphold, modify or set aside any discharge, suspension or other disciplinary measure.
- 12.04** Each party shall pay its own costs and the fees and expenses of witnesses called by it and of its representatives. The fees and expenses of the Chairperson shall be shared equally between the parties.

### **ARTICLE 13**

#### **ENVIRONMENTAL, HEALTH AND SAFETY**

- 13.01** The Company shall make all necessary and reasonable provisions for the safety and health of its employees during the hours of their employment and it shall otherwise comply with any applicable employees' health and safety legislation in all respects. The Company shall furnish protective equipment and other safety devices in accordance with the foregoing legislation and its present practices. The Union shall co-operate with the Company in encouraging employees to observe all safety regulations.
- 13.02** The parties agree to make every effort to improve and promote safety and health conditions in the Plant. The functions, powers and terms of reference of the Environmental Health and Safety Committee shall be as outlined in the Occupational Health and Safety Act 1978. Meetings will be held not less than monthly. Minutes of each meeting shall be maintained and distributed to all members of the Committee and copies shall be posted in the Plant. Committee members shall be notified of the time of all such meetings and remunerated in accordance with the provisions of the Agreement or any applicable legislation. The Chair shall alternate between Management and Union members of the Committee.
- 13.03** There shall be established a certified Health and Safety Representative in the manner described in the Occupational Health and Safety Act 1978, and they shall function in accordance with the legislation and terms of this Agreement.
- 13.04** The Company agrees to provide all available information, in writing, to the Union with regard to the full identity of all chemical and related substances and their threshold limit values. Such identification shall include but not be restricted to the chemical, drug, biological, pharmaceutical or generic name or names, relevant health and safety hazards and precautions, the maximum safe concentration of exposures, health and safety precautions to be taken, symptoms, medical remedies and antidotes.



**13.05** The Committee shall be provided all accident and occupational illness reports, other minor injury reports, any environmental health and safety studies and any Governmental reports relating to the Plant or industry for review, consideration and appropriate action.

**13.06** Members, or a designated substitute, shall be paid straight time for all time devoted to attendance at Environmental Health and Safety Committee Meetings held on Company property or premium time where premium rates apply.

**ARTICLE 14**

**TERMINATION**

**14.01** This Agreement shall become effective on the 1st day of April 1999, and shall remain in full force and effect until the 31st day of March 2002.

**14.02** Either party may on ten (10) clear days' notice in writing require the other party to enter into negotiations for renewal of the Agreement within the period of three (3) months prior to the expiry date and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to secure such renewal.

**14.03** Fifteen (15) days after notice is given as outlined in Clause 14.02, the parties will meet to exchange written proposals for any modifications or revisions of this Agreement.

**ARTICLE 15**

**NOTICES**

Notices provided for in Article 14 and Schedule "B" shall be in writing and shall be sufficient if sent by mail addressed, if to the Union, to the President of the Union, and if to the Company, to the Works Manager at Celanese Millhaven.

**COMMUNICATIONS, ENERGY AND  
PAPERWORKERS UNION OF CANADA  
AND ITS LOCAL 9670**

**CELANESE CANADA INC.  
- MILLHAVEN PLANT**

Eric Batten  
Seamus Lattin  
[Signature]  
Mark [Signature]  
[Signature]  
Paul Kelland  
[Signature]

[Signature]  
[Signature]  
[Signature]  
[Signature]

**SCHEDULE "A"**

**HOURLY WAGE RATES**

<b><u>CLASSIFICATION</u></b>	<b><u>April 1 1999</u></b>	<b><u>April 1 2000</u></b>	<b><u>April 1 2001</u></b>
Electrician	22.85	23.35	23.89
Instrument Mechanic	22.85	23.35	23.89
Machinist	22.85	23.35	23.89
Maintenance Mechanic	22.85	23.35	23.89
Pipefitter	22.85	23.35	23.89
Production Services Technician	22.85	23.35	23.89
Welder	22.85	23.35	23.89
Insulation Mechanic	22.85	23.35	23.89
Refrigeration Mechanic "A"	22.85	23.35	23.89
Painter	22.85	23.35	23.89
Refrigeration Mechanic	22.36	22.85	23.38
Resin Polymer Operator	21.83	22.31	22.82
Staple Continuous Process Operator	21.83	22.31	22.82
Polymer Plant 2nd Operator	21.16	21.63	22.13
Senior Staple Process Operator	21.16	21.63	22.13
Staple Process Spinning Operator	21.16	21.63	22.13
Chemical Laboratory Shift Tester	21.16	21.63	22.13
Head Warehouseperson Finished Goods	20.68	21.13	21.62
Fire Inspector	20.57	21.02	21.50
Safety/Fire Dept. Utility Operator	20.57	21.02	21.50
Utility Person	20.57	21.02	21.50
Staple Spinning 1st Operator	20.57	21.02	21.50
Production Services Operator	20.09	20.53	21.00
Staple Drawing Operator	20.09	20.53	21.00
Refrigeration Mechanic-in-Training	20.09	20.53	21.00
Polymer Dryer and Transfer Operator	19.56	19.99	20.45
Shift Tester	19.56	19.99	20.45
Staple Cutting Operator	19.56	19.99	20.45
Staple Spinning Operator	19.56	19.99	20.45
Chip Handling/Raw Material Operator	19.56	19.99	20.45
Finished Goods Warehouse Forklift Operator	19.29	19.71	20.16
Tractor/Waste Disposal Operator	19.13	19.55	20.00
Staple Baler Operator	19.12	19.54	19.99

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**SCHEDULE "A"**

**HOURLY WAGE RATES**

<b><u>CLASSIFICATION</u></b>	<b><u>April 1 1999</u></b>	<b><u>April 1 2000</u></b>	<b><u>April 1 2001</u></b>
Process Equipment Oiler	19.02	19.44	19.89
Stores Receiver	18.99	19.41	19.86
Maintenance Helper	18.88	19.30	19.74
Materials Recovery Operator	18.88	19.30	19.74
Stores Attendant	18.88	19.30	19.74
Flex Crew Serviceperson	18.37	18.77	19.20
Polymer Serviceperson	18.37	18.77	19.20
Staple Fibre Processing Serviceperson	18.37	18.77	19.20
Finished Goods Helper	18.29	18.69	19.12
Production Operator-in-Training	18.29	18.69	19.12
Stores Helper	18.29	18.69	19.12
Janitor	18.19	18.59	19.02
Labourer	18.19	18.59	19.02

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**SCHEDULE "A".**

**HOURLY WAGE RATES**

<b><u>CLASSIFICATION</u></b>	<b><u>April 1 1999</u></b>	<b><u>April 1 2000</u></b>	<b><u>April 1 2001</u></b>
Electrician	17.21	17.66	18.12
Instrument Mechanic	17.21	17.66	18.12
Machinist	17.21	17.66	18.12
Maintenance Mechanic	17.21	17.66	18.12
Pipefitter	17.21	17.66	18.12
Production Services Technician	17.21	17.66	18.12
Welder	17.21	17.66	18.12
Insulation Mechanic	17.21	17.66	18.12
Refrigeration Mechanic "A"	17.21	17.66	18.12
Painter	17.21	17.66	18.12
Refrigeration Mechanic	16.83	17.27	17.72
Resin Polymer Operator	16.43	16.86	17.30
Staple Continuous Process Operator	16.43	16.86	17.30
Polymer Plant 2nd Operator	15.93	16.34	16.76
Senior Staple Process Operator	15.93	16.34	16.76
Staple Process Spinning Operator	15.93	16.34	16.76
Chemical Laboratory Shift Tester	15.93	16.34	16.76
Head Warehouseperson Finished Goods	15.56	15.96	16.37
Fire Inspector	15.49	15.89	16.30
Safety/Fire Dept. Utility Operator	15.49	15.89	16.30
Utility Person	15.49	15.89	16.30
Staple Spinning 1st Operator	15.49	15.89	16.30
Production Services Operator	15.13	15.52	15.92
Staple Drawing Operator	15.13	15.52	15.92
Refrigeration Mechanic-in-Training	15.13	15.52	15.92
Polymer Dryer and Transfer Operator	14.73	15.11	15.50
Shift Tester	14.73	15.11	15.50
Staple Cutting Operator	14.73	15.11	15.50
Staple Spinning Operator	14.73	15.11	15.50
Chip Handling/Raw Material Operator	14.73	15.11	15.50
Finished Goods Warehouse Forklift Operator	14.52	14.90	15.29
Tractor/Waste Disposal Operator	14.42	14.79	15.17
Staple Baler Operator	14.41	14.78	15.16

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**SCHEDULE "A1"**

**HOURLY WAGE RATES**

<b><u>CLASSIFICATION</u></b>	<b><u>April 1999</u></b>	<b><u>April 1 2000</u></b>	<b><u>April 1 2001</u></b>
Process Equipment Oiler	14.32	14.69	15.07
Stores Receiver	14.29	14.66	15.04
Maintenance Helper	14.21	14.58	14.96
Materials Recovery Operator	14.21	14.58	14.96
Stores Attendant	14.21	14.58	14.96
Flex Crew Serviceperson	13.84	14.20	14.57
Polymer Serviceperson	13.84	14.20	14.57
Staple Fibre Processing Serviceperson	13.84	14.20	14.57
Finished Goods Helper	13.78	14.14	14.51
Production Operator-in-Training	13.78	14.14	14.51
Stores Helper	13.78	14.14	14.51
Janitor	13.70	14.06	14.43
Labourer	13.70	14.06	14.43

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**CONTINUOUS SHIFT PREMIUM**

Effective April 1, 1999, a premium of sixty (60) cents per hour shall be paid for work performed by employees who are assigned to regularly scheduled continuous shifts. Effective April 1, 2000, Continuous Shift Premium shall be increased to sixty-two (62) cents per hour; and effective April 1, 2001, Continuous Shift Premium shall be increased to sixty-four (64) cents per hour. The premium shall be added to the rates after, and not before, calculating overtime and will at all times be shown separately from the rates. Employees who are paid this premium shall not qualify for any other shift premium.

**SHIFT PREMIUM**

Effective April 1, 1999, a premium of seventy-five (75) cents per hour shall be paid for work performed between 1600 hours and 2000 hours on regularly scheduled shifts commencing 0800 hours and ending 2000 hours. Effective April 1, 2000, Shift Premium shall be increased to seventy-seven (77) cents per hour; and effective April 1, 2001, Shift Premium shall be increased to seventy-nine (79) cents per hour. The premium shall be added to the rates after, and not before, calculating overtime and will at all times be shown separately from the rates. Employees who are paid this premium shall not qualify for any other shift premium.

**SUNDAY PREMIUM**

An employee who is regularly scheduled to work on Sunday will be paid, in addition to any shift premium, a premium of two (2) dollars and sixty-five (65) cents per hour. Effective April 1, 2000, Sunday premium shall be increased to two (2) dollars and sixty-seven (67) cents per hour for each hour worked on Sunday; and effective April 1, 2001, Sunday Premium shall be increased to two (2) dollars and sixty-nine (69) cents per hour. This premium is to be added to the rates shown in Schedule "A" and Schedule "A1" of this Agreement but is, at all times, to be shown separately from these rates. The premium is to be added to the rate after, and not before, calculating overtime.

**WORKING LEADER**

A Working Leader may be appointed to serve under their Foreperson and, during the period of their appointment, will receive forty-seven (47) cents per hour more than the rate of the highest rated employee in the group they lead. When appointing a Working Leader, first consideration will be given to the senior employee.

**LEADING HAND**

A Leading Hand may be appointed in the absence of the Foreperson and, during the period of their appointment, will receive fifty-nine (59) cents per hour more than the rate of the highest rated employee in the group they lead. When appointing a Leading Hand, first consideration will be given to the senior employee.



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**INSTRUCTOR PREMIUM**

An instructor will receive twenty-five (25) cents per hour in addition to their own rate or the rate of the highest rated classification which they are currently instructing, whichever is higher. The premium will be paid only to an employee who is assigned to full-time instructing and will apply during the period of the employee's appointment as an instructor. When appointing an instructor, first consideration will be given to the senior employee in the job from which the instructor is selected.

**COMMUNICATIONS, ENERGY AND  
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**CELANESE CANADA INC.  
- MILLHAVEN PLANT**

*Eric Batten*

*J. W. Lee*

*George Littlefield*

*R. All*

*Paul Regan*

*D. Banner*

*Mark*

*Max*

*Paul Regan*

*W. B. Brophy*

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\_\_\_\_\_  
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**SCHEDULE "B"**

**PROCEDURE FOR ARBITRATION**

- 1.** The party desiring to submit a matter to arbitration shall deliver to the other party a notice of intention to arbitrate. This notice shall state the matter at issue and shall state in what respect the Agreement has been violated or misinterpreted by reference to the specific Clause or Clauses relied upon. The notice shall also stipulate the nature of the relief or remedy sought.
- 2.** Within ten (10) days after the date of delivery of the foregoing notice, the party initiating arbitration shall notify the other party of the name of its representative on the Arbitration Board and the other party shall appoint its representative within ten (10) days of receipt of this notification.
- 3.** In the event that either party shall fail to appoint a representative to the Arbitration Board within the delay provided, the other party may request the Minister of Labour of the Province of Ontario to appoint a representative on behalf of the defaulting party.
- 4.** When the representatives have been appointed they shall meet forthwith to choose a Chairperson, who with the two representatives, shall constitute the Arbitration Board.
- 5.** Should the representatives fail within five (5) days to agree on a Chairperson the Minister of Labour of the Province of Ontario may be requested by the representatives or either of them to appoint a person who shall be Chairperson of the Arbitration Board.
- 6.** After the Arbitration Board has been formed by the foregoing procedure, it shall meet with all members present and hear the evidence of both parties and render a decision within seven (7) days after the completion of taking evidence.
- 7.** The time limits specified herein shall be deemed to be exclusive of Sundays and those holidays described in Article 7.01 of this Agreement and may be extended by mutual consent of the parties or by the Arbitration Board.
- 8.** The parties may elect to have a single arbitrator hear the matter in dispute instead of a three person board. In such case, the party wishing to submit the issue to arbitration should indicate in its notice of intent to arbitrate that it would like the matter heard by a single arbitrator. The recipient of the notice shall inform the other party within ten (10) days of receipt of the notice if it is agreeable or not to the matter being heard by a single arbitrator. If so, the parties shall endeavour to select the single arbitrator. Failing agreement within twenty (20) days or such time as agreed by the parties, paragraph five (5) above, will apply. The single arbitrator shall be bound by the procedure as set out above, with the necessary changes being made.

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**SCHEDULE "C"**

MAXIMUM TRAINING TIME ON JOB AT TRAINING RATE

<u>Occupation</u>	<u>Training Period</u>
Fire Inspector	6 months
Head Warehouse Person - Finished Goods	6 months
Production Services Technician	6 months
Safety/Fire Department Utility Operator	6 months
Staple C.P. Board Operator	6 months
Resin Polymer Operator	6 months
Staple C.P. Process Operator	4 months
Chemical Laboratory Shift Tester	3 months
Production Services Operator	3 months
Senior Staple Process Operator	3 months
Tractor/Waste Disposal Operator	3 months
Air Conditioning Operator	2 months
Finished Goods Warehouse Forklift Operator	2 months
Materials Recovery Operator	2 months
Polymer Plant - 2nd Operator	2 months
Process Equipment Oiler	2 months
Shift Tester	2 months
Staple Cutting Operator	2 months
Staple Drawing Operator	2 months
Staple Processing Service Person	2 months
Staple Spinning - 1st Operator	2 months
Staple Spinning Operator	2 months
Staple Packing & Baling Operator	2 months
Staple Spinning Service Person	2 months
Stores Attendant	2 months
Stores Receiver	2 months
Truck Driver	2 months
Fibre Stock Recovery Operator	2 months
Parts Service/Utility Person	2 months
Chip Handling/Raw Material Operator	2 months
Polymer Service Person	1 month

## **SCHEDULE "D"**

### **DUTIES OF A WORKING LEADER AND LEADING HAND**

The application of Working Leader and Leading Hand premiums under the terms of the Collective Agreement are temporary assignments and not to be considered as a regular or permanent classification.

The duties and responsibilities, when assigned, are as follows:

The Company expects that a Working Leader will perform the regular duties of their job to the maximum extent possible when not engaged in the additional duties outlined below for a Working Leader.

#### **GENERAL:**

**Working Leader** - Under the direction of the Foreperson, to co-ordinate the work activities assigned by the Foreperson.

**Leading Hand** - In the absence of the Foreperson, to co-ordinate the work activities under the Foreperson's jurisdiction, referring to another member of supervision when they require assistance. Absence of the Foreperson means absence from the Plant for the full shift.

#### **RESTRICTIONS ON AUTHORITY:**

- (a) The Working Leader or Leading Hand has no authority to discipline employees. It is the responsibility of the Foreperson, or another member of supervision as the case may be, to ensure that proper discipline is maintained.
- (b) The Working Leader or Leading Hand cannot authorize major maintenance work orders.
- (c) The Working Leader or Leading Hand has no authority to treat employee injuries.
- (d) Any discussions with employees on their performance, problems, grievance, etc., must be carried out by the Foreperson, or, in their absence, another member of supervision.

**SCHEDULE "D"**

**DUTIES OF A WORKING LEADER AND LEADING HAND**

**(continued)**

**ADDITIONAL DUTIES OF A WORKING LEADER:**

- (a) To assign employees to specific jobs within their jurisdiction.
- (b) To ensure that sufficient raw materials and operating supplies are available to enable the required work to be carried out. To inform the Foreperson if such materials are not available.
- (c) To carry out the direction of the work force to ensure that the work is carried out as prescribed.
- (d) To report to the Foreperson any difficulties encountered in carrying out the work.
- (e) In production to request maintenance assistance when required if the work can be carried out by shift maintenance personnel.
- (f) To ensure that work is scheduled as required.

**SCHEDULE "E"**

**VACATION SCHEDULING**

**(MAINTENANCE PERSONNEL EXCLUDED)**

- (a)** By April 1st of each year the Company will inform the Union whether there is going to be a summer maintenance shutdown and if so the dates thereof.
- (b)** On or about April 1st, departmental supervision will indicate on a form provided by Human Resources Department the following restrictions resulting from area manning considerations:

  - (i)** The number of people per crew that can be allowed off at any one time.
  - (ii)** Employees in certain job combinations on each crew that may or may not be allowed off together.
  - (iii)** Employees in certain jobs from crew to crew that may or may not be allowed off together.
- (c)** Each square on the vacation schedule represents one vacation week. Once departmental supervision have computed the total number of vacation weeks that each crew by area is eligible for, 50% will be reserved across the bottom of the schedule. The remaining 50% of the vacation weeks of that crew will be allocated in the prime time from the 2nd week in May to the 4th Saturday after Labour Day. If, in the first instance, there are not enough vacation weeks in a crew by area to consecutively block out 52 weeks across the bottom the remaining open squares will be considered available for vacation selection and therefore blocked out.
- (d)** If a shutdown is scheduled, each employee affected will schedule enough of their vacation up to three (3) weeks to cover the duration of the shutdown. The Company will endeavour to schedule a shutdown of not more than three (3) weeks duration in any one department. For the remainder of their vacation, or all of it in a year in which a shutdown is not scheduled, each employee, in order of seniority, shall make their initial choice and indicate this selection in the week or consecutive weeks affected on the list. The selection must be made promptly. In making their selection the employee chooses those numbered squares representing vacation weeks from the blocked area referred to above. These choices are then marked down on the form provided by Human Resources Department.

Employees shall have the option of selecting Christmas week on their first choice or subsequent choices.

In the event that production requirements permit, the Company shall have the option of expanding the number of people allowed off during Christmas week.

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SCHEDULE "E"

VACATION SCHEDULING

(MAINTENANCE PERSONNEL EXCLUDED)  
(continued)

- (e) In the event the employee chooses to split their vacation then the employee shall indicate their subsequent vacation choice by choosing a numbered square that is available after all other employees on the crew have indicated their initial choice. This procedure will continue until all employees' vacations are committed.
- (f) In small departments, including relief crew and flex crew, the number of vacation weeks in the first 50% may not complete a 52 week block. If an employee in that group has decided to take a vacation entitlement outside of the area "blocked out", that department will either run light for that particular vacation or obtain a suitable relief employee from within the Plant.
- (g) The vacation list shall be taken down at the end of the 3rd week in April, printed and re-posted by the Company by May 1st. Employees who did not indicate their vacation selections before the list was posted shall take their vacation in the available weeks upon providing two weeks notice.
- (h) In the event an employee transfers into a department after the final vacation list has been posted, their vacation in their former department shall be cancelled and they shall select from the vacation period available in their new department. However, where production requirements permit, every attempt will be made to allow the employee to maintain one (1) previous vacation selection provided this vacation occurs within a reasonable period of time after the transfer. An employee who is transferred from crew to crew in the same department will be allowed to maintain one vacation selection of their remaining vacation so long as this vacation selection is the only vacation selection in addition to that allowed under paragraph(b) (i) of this Schedule for that same period.
- (i) In the event an employee's two (2) consecutive "numbered days off" fall during a departmental shutdown, the employee shall have the option of taking the time as scheduled days off or as vacation.
- (j) Whether there is a shutdown or not a minimum of 50% of vacation weeks shall be allowed during the prime time of the 2nd week in May to the 4th Saturday after Labour Day.
- (k) Whether there is a shutdown or not, the Company shall ensure that vacations will be granted as they appear on the posted list.
- (l) The following vacation scheduling for the **QUALITY CONTROL AREA** will take place:
  - 1 off per crew A B C D.
  - 1 off at one time for Chem. Lab. Day Tester.
  - 1 off at one time 12-hour day Shift Testers.

**SCHEDULE "F"**

**MAINTENANCE VACATION SCHEDULE**

- (a) By April 1st of each year the Company will inform the Union whether there is going to be a summer maintenance shutdown and if so the dates thereof. The Company will endeavour to schedule a shutdown of not more than three (3) weeks duration in any one department.
  
- (b) For purposes of maintenance vacation scheduling the following department units apply:
  - (i) Air Conditioning Operators
  - (ii) Instrument Mechanics
  - (iii) Electricians
  - (iv) Department 26 Mechanics
  - (v) Power House Mechanics
  - (vi) Machinists
  - (vii) Pipefitters
  - (viii) Insulation Mechanics
  - (ix) Painters
  - (x) Janitors
  - (xi) Oilers
  - (xii) Tractor Operators
  - (xiii) Welders
  - (xiv) Utility Person

As business conditions vary the number of units listed above may be enlarged or decreased from time to time.

- (c) (i) Whether there is a shutdown or not a minimum of 50% of unit vacation weeks will be allowed during the prime time of the 2nd week in ~~May~~ to the 4th Saturday after Labour Day.
  
- (ii) Each employee in order of seniority shall make their initial choice and indicate this selection in the week or consecutive weeks affected on the vacation list with the provision that a maximum of two (2) weeks will be allowed during the period July 1st to August 31st. After this process has been completed any open weeks may be selected on the basis of seniority.



**SCHEDULE "F"**

**MAINTENANCE VACATION SCHEDULE**

**(continued)**

**(c)** [continued]

(iii) The maximum number of employees permitted off together by unit **will** be as follows:

Maintenance Mechanic	3 in Prime Time 2 Outside Prime Time – <del>no</del> more than 1 Shift Mechanic
Pipefitters	2 All Year
Electricians	2 in Prime Time 2 Outside Prime Time – no more than 1 Shift Electrician
Instrument Mechanic	2 in Prime Time 2 Outside Prime Time – no more than 1 Shift Instrument Mechanic
Welders	1 All year
Insulation Mechanic	1 All year
Air Conditioning Operators	1 All Year
Tractor Operator	1 All Year
Painters	1 All Year
Janitors	1 All Year
Machinists	1 All Year

**(d)** A maintenance employee who is transferred from unit to unit will be allowed to retain the vacation selection made in their former unit.

=====

## SCHEDULE "G"

### EMERGENCY ABSENCE COVERAGE

The Company and the Union recognize the need for continuous and efficient operation of the Plant in order to obtain unrestricted production and high quality products and it is their intention to co-operate and continue to be committed to the successful operation of the provisions of the Emergency Absence Coverage System. The parties will continue to meet from time to time to re-affirm their respective commitments.

Scheduled and unscheduled absences shall be filled in accordance with the provisions hereinafter described:

(a) Area Shift Forepersons who experience a scheduled and unscheduled absence may request employees to cover such absence from the Foreperson responsible for the Flex Crew arrangement.

(b) If such requests as outlined in (a) above exceed the number of employees available in the Flex Crew arrangement additional employees may be obtained as follows:

(i) The area Foreperson will determine the area(s) and job(s) where absences exist. The Supervisor will then refer to the volunteer list taken from the cover crew for the area(s) affected in order of seniority. On each successive occasion that coverage is required, the opportunity for overtime will be rotated. Records will be maintained by the area Foreperson. Employees who wish to volunteer for overtime coverage will be required to place their names on a volunteer list supplied by area supervision, which will be posted at six (6) month intervals. This list will be posted for a period of fourteen (14) days and any employee who is on vacation, sick or an approved leave of absence will have five (5) days after their return to work to include their name for consideration. An employee will be allowed a total of six (6) refusals before their name will be stricken from the list and they will not be allowed to volunteer again until the beginning of the next six (6) month period. If an employee transfers or is transferred from one area/crew to another, they will be allowed, if they desire, to place their name at the bottom of the volunteer overtime list for their new crew.

The top four (4) positions in Staple Spinning (Board, Assistant Board, Process and 1st Operator) and the top two (2) positions in Staple Processing (Senior Staple Process Operator and Staple Drawing Operator) would maintain a separate list for overtime. Overtime occasions for these jobs would be selected from their own pool.

(ii) If the area Foreperson is unable to obtain a volunteer from the cover crew list, the Foreperson will call those employees from that crew on lieu days in order of seniority.

(iii) When an employee volunteers and reports to work because of an absence of another employee they may be permitted to work even though the incoming Foreperson might find that the workload is light. In such case, the volunteer could be permitted to leave at their request.

**SCHEDULE "G"**

**EMERGENCY ABSENCE COVERAGE**

**(continued)**

**(b)** continued

(iv) An employee at work whose relief fails to report will be expected to work up to four (4) hours overtime until a relief employee reports. The employee may leave at whichever time occurs first and if they have no transportation, the Company will provide it.

**(c)** If no volunteer is available, the Relief Crew and the remaining non-working crews will then be canvassed in that order.

**(d)** If such requests as outlined in paragraph (a) cannot be filled by the procedures in (b), the area Shift Foreperson will then require employee(s) on the basis of reverse seniority from the area cover crew to report to work. The Company may request a particular classification if the situation is such that no trained personnel are available to fill the absence.

**(e)** The appropriate number of meal tickets will be provided to those employees who are unable because of the nature of the overtime to make adequate preparations.

**(f)** Where excessive difficulties are experienced with the Emergency Absence Coverage System and the parties are unable to resolve these difficulties former Schedule "G" shall be temporarily reinstated while the parties examine alternatives.

=====

**SCHEDULE "H"**

**SEVERANCE PAY TOTAL/PARTIAL PLANT CLOSURE**

The Company will give the Union three (3) months' notice of a permanent, partial, or total Plant closure (discontinuance of business).

Where lay-offs are caused by the permanent discontinuance of all or part of the business, the Company shall pay an amount equal to one (1) week, forty (40) hours, at their basic rate for every completed year of service to employees with one (1) to fifteen (15) years service. For those employees with greater than fifteen (15) years completed service the Company shall pay one and one-half (1-1/2) weeks, sixty (60) hours, at their basic rate for every completed year of service up to a maximum of fifty-two (52) weeks.

Employees who elect to receive severance pay at the time of lay-off will forfeit all seniority and recall rights.

**Memorandum of Agreement Between Celanese Canada Inc .  
- Millhaven Plant and Communications, Energy and  
Paperworkers Union of Canada and its Local 9670  
--- April 1999**

=====

The parties agree that the following letters or items are part of the Collective Agreement signed by the parties this 15th day of November 1999.

**COMMUNICATIONS, ENERGY AND  
PAPERWORKERS UNION OF CANADA  
AND ITS LOCAL 9670**

**CELANESE CANADA INC.  
- MILLHAVEN PLANT**

*Eric Batten*

*John Jones*

*Levy Littlefield*

*Sammy*

*Bill Donnell*

*Bill*

*Mark*

*Daniel*

*Mark*

\_\_\_\_\_

*Paul Regnier*

\_\_\_\_\_

*MB*

\_\_\_\_\_

**ITEMS AND LETTERS OF UNDERSTANDING  
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**Part of the Collective Agreement.**

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2. Contracting Out.....	
3. Employee Assistance Program.....	
4. President of the Union on Days.....	
5. Medical Specialist Appointments.....	
6. Flex Crew Arrangements.....	

**Memorandum of Agreement Between Celanese Canada Inc .**  
**- Millhaven Plant and Communications, Energy and**  
**Paperworkers Union of Canada and its Local 9670**  
**--- April 1999**

=====

The parties agree that the following letters or items are attached for information purposes only, are non-arbitrable, and are not part of the Collective Agreement signed by the parties this 15th day of November 1999.

**COMMUNICATIONS, ENERGY AND**  
**PAPERWORKERS UNION OF CANADA**  
**AND ITS LOCAL 9670**

*Eric Batten*  
\_\_\_\_\_  
*Lesley Littlejohn*  
\_\_\_\_\_  
*Will Bowelle*  
\_\_\_\_\_  
*Michael H.*  
\_\_\_\_\_  
*Man Albert*  
\_\_\_\_\_  
*Paul Regnier*  
\_\_\_\_\_  
*W. B. [unclear]*  
\_\_\_\_\_

**CELANESE CANADA INC.**  
**- MILLHAVEN PLANT**

*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
*Dancer*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ITEMS AND LETTERS OF UNDERSTANDING  
INDEX**

**For Information Purposes Only, Non-arbitrable, Not Part of the Collective Agreement.**

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6. Job Descriptions.....	
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June 10, 1999

Mr. Leroy Littlefield  
President  
Communications, Energy and Paperworkers Union, Local 9670

Dear Mr. Littlefield:

**STUDENTS**

This will confirm the understanding reached between the Company and the Union.

Students who **perform** bargaining unit work other than general clean-up and labour **shall** be paid the Operator in Training rate. Students shall also receive overtime and shift premium. No other provisions of ~~the~~ Collective Agreement **shall** apply to students.

Yours sincerely,

CELANESE CANADA INC. – MILLHAVEN PLANT

J.W. Gibson  
Manager, Human Resources/Public Relations

JWG:rmh

Celanese Canada Inc.

P.O. Box 2800, Kingston, Ontario K7L 4Z3  
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C.P. 2800, Kingston, Ontario, Canada K7L 4Z3  
Téléphone: (613) 389-2210 • Fax (613) 389-6281



June 10, 1999

Mr. Leroy Littlefield  
President  
Communications, Energy & Paperworkers Union of Canada  
Local 9670

Dear Mr. Littlefield:

**CONTRACTING OUT**

**This** will confirm the understanding reached between the Company and the Union.

The current committee that reviews contractors presently on site and/or who will be **shall** be continued. The committee shall meet once every two weeks.

The Company shall endeavour, whenever possible, to give reasonable notice to the Union **through** the committee of contracts to be let to an outside contractor. Such notice may be impractical in the event of an emergency.

As well, the committee shall discuss alternatives which may be available to reduce the contracting out *of* work.

Within 30 days of ratification, the Company will stop contracting out bargaining unit work to bargaining unit employees.

Yours sincerely,

CELANESE CANADA INC. – MILLHAVEN PLANT

J.W. Gibson  
Manager, Human Resources/Public Relations

JWG:rmh

Celanese Canada Inc.

P.O. Box 2000, Kingston, Ontario K7L 1Z1  
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C.P. 2000, Kingston, Ontario, Canada K7L 1Z1  
Téléphone: (613) 399-2211 Téléc: (613) 399-2212



June 10, 1999

Mr. Leroy Littlefield  
President  
Communications, Energy & Paperworkers Union of Canada  
Local 9670

100-100-1000

Dear Mr. Littlefield:

**EMPLOYEE ASSISTANCE PROGRAM**

This will confirm the understanding reached between the Union and the Company.

The Company agrees to maintain an Employee Assistance Program during the term of ~~this~~ Agreement provided that cost and utilization remain acceptable to the Company.

Yours sincerely,

CELANESE CANADA INC. – MILLHAVEN PLANT

J.W. Gibson  
Manager, Human Resources/Public Relations

JWG:rmh

Celanese Canada Inc.

P.O. Box 200, Kingsville, Ontario, K7L 1Z4  
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CELANESE

June 10, 1999

Mr. Leroy Littlefield  
President  
Communications, Energy & Paperworkers Union of Canada  
Local 9670

Dear Mr. Littlefield:

**PRESIDENT OF THE UNION ON DAYS**

This will confirm the understanding reached between the parties concerning the President of the Union on Days.

This position will be filled by the President of the Union only with no substitutes and the employee involved will be accountable to the Human Resources Department. The purpose of this function **will** be such that the incumbent **act** as a facilitator on behalf of employees on employee-management **issues/relations**. The position will be instituted for a period of three contract years during which either party may terminate such relationship *if* excessive difficulties are experienced. The workings of such arrangement shall be **determined** by the **parties**.

The Company further agrees to pay the incumbent 100% of normal earnings based on his former position held prior to this transfer during its working term. In the event that this new position is terminated by either party, the incumbent will return to his former **job**.

This agreement will become effective on the effective date of this Agreement.

Yours sincerely,

CELANESE CANADA INC. - MILLHAVEN PLANT

J.W. Gibson  
Manager, Human Resources/Public Relations

JWG:rmh

**Celanese Canada Inc.**

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Téléphone: (613) 389-2210 / Fax (613) 389-6281



June 10, 1999

Mr. Leroy Littlefield  
President  
Communications, Energy & Paperworkers Union of Canada  
Local 9670

Dear Mr. Littlefield:

**MEDICAL SPECIALIST APPOINTMENTS**

This will confirm the understanding reached between the Union and the Company.

The Company shall pay up to sixteen (16) hours for **all** employees who require time off **from work** in any period **of** twenty-four (24) consecutive months to go to an appointment **with** a Medical Specialist that has been arranged by the employee's **Family** Physician or Dentist. Payment for these appointments shall not exceed four (4) hours at a time. The employee must provide the Company with at least twenty-four (24) hours' notice of such appointment and **show** verification of the appointment by submitting ~~the~~ referral slip to their immediate supervisor certifying the appointment or verification of attendance of such appointment.

Yours sincerely,

CELANESE CANADA INC. - MILLHAVEN PLANT

J.W. Gibson  
Manager, Human Resources/Public Relations

JWG:rmh

Celanese Canada Inc.

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*Original letter issued to B. Hayes, President, Energy & Chemical Workers Union, Local 9670, on September 21, 1982, and signed by J.J. Carty, Industrial Relations Manager*

**Renewed during 1999 Negotiations.**

June 10, 1999

Mr. Leroy Littlefield  
President  
Communications, Energy & Paperworkers Union of Canada  
Local 9670

Dear Mr. Littlefield:

**MEMORANDUM OF UNDERSTANDING**  
**RE: FLEX CREW ARRANGEMENTS**

it is the intent of the Company to maintain the manning in each area at that level required to support normal, efficient production requirements. It is **recognized**, however, that on occasion employees may be unable to report for work because of illness. It is also recognized that employees may from time to time need to be absent from work for prearranged bona-fide reasons and that area vacation requirements may from time to time result in manning levels below that required for normal operations. **For** these reasons, the Flex Crew arrangement, utilizing scheduled shift workers, was **organized**. The following reiterates the Company's intent with regard to Flex Crew organization, assignments and priorities.

- a) The Flex (Core) Crew's initial responsibility is to cover for unscheduled absences.
- b) The Flex (Core) Crew is a specially-posted job with qualifications requiring those posting to be able to do all of the jobs normally covered. The Flex Crew will **normally fill** in at the bottom of a line of progression.
- c) The Regular Flex (**Pool**) Crew may be enlarged or decreased from time to time to handle vacation relief requirements and to accommodate short-term area manning requirements.

Notwithstanding the above, it is recognized that under certain non-routine conditions (such as major disruption in an area) Flex Crew assignments and priorities may be temporarily altered.

Sincerely,

**CELANESE CANADA INC. - MILLHAVEN PLANT**

**J.W. Gibson**  
Manager, Human Resources/Public Relations

**JWG:rmh**  
Celanese Canada Inc.



For Information Purposes Only  
Non-arbitrable  
Not Part of the Collective Agreement

March 6, 1987

Mr. Brian Hayes  
President  
Energy & Chemical Workers Union  
Local 9670

Dear Mr. Hayes:

**LETTER OF UNDERSTANDING**

In order to clarify the Company's position with regard to Clause 10.02 and the five-day lay-off provision contained therein, the Company shall limit five-day outages due to market conditions to once (1) per area per calendar year, and such outages for market conditions will not be used in conjunction with a summer maintenance shutdown. The five-day lay-off provisions may continue to be invoked at the time there are mechanical breakdowns, or conditions due to external forces\* beyond the control of the Company. In each instance where feasible, the Company will make every effort to effectively utilize those employees who may be affected by such a shutdown.

**This** proposal is contingent upon Union acceptance and agreement to amend Schedule "E", item (d) to read: "If a shutdown is scheduled each employee affected will schedule enough of his/her vacation up to three (3) weeks to cover the duration of the shutdown. The Company will endeavour to schedule a shutdown of not more than three (3) weeks duration in any one department."

\* Other than the condition above external forces preclude market conditions.

Sincerely,

CELANESE CANADA INC. - MILLHAVEN PLANT

J.W. Gibson  
Manager, Human Resources

JWG :rmh

**Celanese Canada Inc.**

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For Information Purposes Only  
Non-arbitrable  
Not Part of the Collective Agreement

March 6, 1987

Mr. Brian Hayes  
President  
Energy & Chemical Workers Union  
Local 9670

Dear Mr. Hayes:

**LETTER OF UNDERSTANDING**

**This** letter will confirm the understanding reached between the Company and the Union that if any of the classifications deleted during these negotiations are re-instated by the Company, they will return to their former classification.

Yours sincerely,

CELANESE CANADA INC. - MILLHAVEN PLANT

J.W. Gibson  
Manager, Human Resources & Public Relations

JWG :rmh

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For Information Purposes Only  
Non-arbitrable  
Not Part of the Collective Agreement

March 6, 1987

Mr. Brian Hayes  
President  
Energy & Chemical Workers Union  
Local 9670

Dear Mr. Hayes:

LETTER OF UNDERSTANDING

**This letter will confirm the understanding reached between the Company and the Energy and Chemical Workers Union, Local 9670, regarding the following:**

**"When the Tenant type operator ridden scrubber is to be utilized for three hours or more, the operator will be paid at the Tractor Operators rate of pay".**

Yours sincerely,

CELANESE CANADA INC. - MILLHAVEN PLANT

J.W. Gibson  
Manager, Human Resources & Public Relations

JWG :rmh

**Celanese Canada Inc.**

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For Information Purposes Only  
Non-arbitrable  
Not Part of the Collective Agreement

March 6, 1987

Mr. Brian Hayes  
President  
Energy & Chemical Workers Union  
Local 9670

Dear Mr. Hayes:

**LETTER OF UNDERSTANDING**

The Maintenance vacation relief employee will not have his/her scheduled relief times changed due to additional granting of vacation, provided that he/she was scheduled to cover vacation, and it is understood that his/her schedule may be changed due to cancellation of vacation.

Yours sincerely,

CELANESE CANADA INC. - MILLHAVEN PLANT

J.W. Gibson  
Manager, Human Resources & Public Relations

JWG:rmh

**Celanese Canada Inc.**

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For Information Purposes Only  
Non-arbitrable  
Not Part of the Collective Agreement

*Original letter issued to B. Hayes, President, Energy & Chemical Workers Union, Local 9670, on March 29, 1984.*

*Amended March 6, 1987*

June 10, 1999.

Mr. Leroy Littlefield  
President  
Communications, Energy and Paperworkers Union of Canada  
Local **9670**

Dear Mr. Littlefield:

### LETTER OF UNDERSTANDING

This letter will confirm the understanding reached between the Company and the Energy and Chemical Workers Union, Local **9670**, at a meeting held on January **20, 1984**, during which the parties explored possible ways of providing employment for former employees on recall, and to what extent possible temporary employment might be provided with contractors, Celanese requires from time to time:

- (1) Where practical the Company will stipulate contractors utilize Celanese Millhaven employees on recall.
- (2) For any employee with recall rights that subsequently becomes a permanent employee as a result of a Term and Task Assignment, all service accumulated while working Term and Task will be credited to the employee's overall service. Term and Task assignments will not exceed a total of twelve (**12**) weeks in a twelve (**12**) month period calculated from the first day an employee began Term and Task work.

Yours sincerely,

CELANESE CANADA INC. - MILLHAVEN PLANT

  
J.W. Gibson  
Manager, Human Resources/Public Relations

JWG:rmh

Celanese Canada Inc.

100, Boulevard de l'Industrie, Pointe-Claire, Québec  
Téléphone (514) 461-2000

C.P. 4000, Pointe-Claire, Québec H9R 1Z0  
Téléphone (514) 461-2000



For Information Purposes Only  
Non-arbitrable  
Not Part of the Collective Agreement

March 29, 1984

Mr. Brian Hayes  
President  
Energy and Chemical Workers Union  
Local 9670

Dear Mr. Hayes :

JOB DESCRIPTIONS

This will confirm the understanding reached between the Company and the Union.

The Company agrees to establish a mechanism to generate generalized job descriptions for each classification. Once the mechanism has been defined generalized job description; will be written and reviewed with the Union Executive prior to final approval.

Yours sincerely,

CELANESE CANADA INC.

J.W. Gibson  
Human Resources Manager

JWG:rmh

**Celanese Canada Inc.**

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For Information Purposes Only  
Non-arbitrable  
Not Part of the Collective Agreement

March 29, 1984

Mr. Brian Hayes  
President  
Energy and Chemical Workers Union  
Local 9670

Dear Mr. Hayes:

FIRE BRIGADE AND/OR THE EMERGENCY MEDICAL RESPONSE TEAM

This will confirm the understanding reached between the Company and the **Union**.

Situations may arise which could require additional services of the Fire Brigade and/or the Emergency Medical Response Team. These situations include but may not be limited to total plant outages, area shutdown, or other emergency conditions.

Members of the Fire Brigade and/or Emergency Medical Response Team will be assigned duties in the fire protection - emergency response areas, and these duties will not infringe upon the rights of other employees under the Collective Agreement.

During these situations when fire patrol and/or fire watch coverage is required in the affected areas, the Company agrees to utilize the senior process operator. If these employees, by seniority, decline the opportunity the Company will utilize the members of the Fire Brigade and/or Emergency Medical Response Team to perform the required duties.

Yours sincerely,

CELANESE CANADA INC.

J.W. Gibson  
Human Resources Manager

JWG:rmh

**Celanese Canada Inc.**

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For Information Purposes Only  
Non-arbitrable  
Not Part of the Collective Agreement

March 29, 1984

Mr. Brian Hayes  
President  
Energy and Chemical Workers Union  
Local 9670

Dear Mr. Hayes:

LETTER OF UNDERSTANDING

OVERTIME

Should the Company err in the assignment of overtime, then an overtime opportunity in kind will be offered. **This** opportunity **will** be in excess of area manning, and **will** be at a time mutually agreed **upon** by the employee and **his** or her supervision. **This** adjustment **shall** take place within thirty (30) **days**.

Yours sincerely,

CELANESE CANADA **INC.**

J.W. Gibson  
Human Resources Manager

JWG :rmh

**Celanese Canada Inc.**

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For Information Purposes Only  
Non-arbitrable  
Not Part of the Collective Agreement

March 29, 1984

Mr. Brian Hayes  
President  
Energy and Chemical Workers Union  
Local 9670

Dear Mr. Hayes :

MAINTENANCE DEPARTMENT - SHIFT COVERAGE

This will confirm the understanding reached between the Company and the Union.

Maintenance personnel in the trade classification of maintenance mechanic, electrician and instrument mechanic will be given the opportunity to apply or re-apply for shift duty for a minimum period of one (1) year. The most senior applicants will be given preference; however, in the event that all positions on shift are not filled then the most junior tradesman in the respective trade will be appointed.

Assignments will be made for shift relief, vacation relief and sick relief as required.

Yours sincerely,

CELANESE CANADA INC.

J.W. Gibson  
Human Resources Manager

JWG:rmh

**Celanese Canada Inc.**

P.O. Bag 2800, Kingston, Ontario K7L 4Z8  
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# CFLANES CANADA (MILLHAVEN) INC.

July 5, 1982

For Information Purposes Only  
Non-arbitrable  
Not Part of the Collective Agreement

Mr. Brian Hayes  
President  
Energy and Chemical Workers Union, Local 9670

Dear Mr. Hayes:

This will confirm the Understanding between the parties that during the, regular 8-hour day shift, welding performed by plant welders from central maintenance will continue to be done by that group; however, if an extra \* emergency work load arises, and such personnel cannot be released from their current assignments to perform the work, certain tradesmen, identified below, may be required for such welding assignments other than pressure welding.

During off-shifts if welding is required, those employees normally listed on the payroll as welders will be called first before tradespersons identified below are called.

Certification will be required identifying that individuals who are performing as welders are qualified in the necessary basic skills and knowledgeable of safe operating procedures.

Logging of the date, nature of the job and time spent completing the job will be issued by the tradesperson performing welding/cutting and sent to the Union President E.C.W. and the Maintenance Superintendent.

All plant welding machines other than in the welding shop will be locked out when not in use. Authorization for use will be given by the appropriate maintenance supervision.

Tradespersons performing welding/cutting assignments will be designated, so long as certification is met, from each of the following areas:

1. Central Shops (1)
2. Staple Fibre (2)
3. Filament Yarn (1)
4. Tire Yarn (1)
5. Polymer (1)

This understanding will be reviewed in six months.

\* (SUCH AS PRODUCTION DOWN TIME, SAFETY PRIORITIES) *1/1*

FOR THE UNION

*Brian Hayes*

FOR THE COMPANY

*Callid*

Signed this            day of July 1982.

P.O. BAG 2600,    KINGSTON, ONTARIO    K7L 4Z8

TEL. (613) 389-2210

TELEX 05-63217

CABLE ADDRESS: MILFIL



# CELANESE CANADA (MILLHAVEN) INC.

59

For Information Purposes Only  
Non-arbitrable  
Not Part of the Collective Agreement

March 26, 1982

Mr. Brian Hayes  
President  
Energy & Chemical Workers Union  
Local 9670

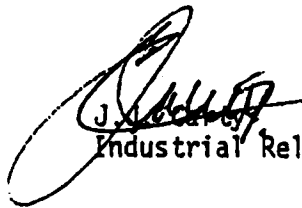
Dear Mr. Hayes:

**LETTER OF AGREEMENT RE INDIVIDUALIZED  
EMPLOYEE BENEFIT STATEMENTS OF CELANESE  
(MILLHAVEN) BENEFIT PROGRAM**

It is the intent of the Company to provide to each employee an individualized employee benefit statement encompassing the benefits of the Celanese (Millhaven) Benefit Program by July 1, 1982.

Yours sincerely,

CELANESE CANADA (MILLHAVEN) INC.



Industrial Relations Manager

JJC:rh