PLAINTIFF'S EXHIBIT

CEL-1576

ED-8469-KRH

March 13, 1950

Arthur Brothers
Kingsville, Texas

Attention: Mr. C.L. Arthur

Gentlemen:

We are attaching hereto fully executed copy of the labor agreement between you company and Celanese Corporation.

This is your file copy of this agreement.

Very truly yours,

A.C. Lederer
Plant Engineer

[illegible]:lpt
enc (1)

(Blind - cc: Mr. Bowen
Mr. Brennan
Mr. Wilson

Mr. Brennan
Mr. Wilson

Copies of this contract are being prepared for your files.

28131

Ref. 1

LABOR AGREEMENT
CONSTRUCTION AND RELATED WORK
CELANESE CHEMICAL PLANT, BISHOP, TEXAS

This Agreement made the first day of March, 19 50 by and between:

C.L. ARTHUR, C.M. ARTHUR AND R.V. ARTHUR, trading as ARTHUR BROTHERS, a partnership under the laws of Texas, with offices at Kingsville, Texas, (hereinafter known as the Contractor) and the

CELANESE CORPORATION OF AMERICA, a Delaware Corporation with a permit to do business in Texas and with executive offices at 180 Madison Avenue, New York 16, New York (hereinafter known as Celanese).

WITNESSETH: The Contractor and Celanese do mutually agree as follows:

ARTICLE 1: SCOPE OF WORK

Maint. Mgr

1. The Contractor, under the direction of the Celanese Engineer, shall furnish within forty-eight hours after written request by Celanese all do we do the? labor needed for the performance of construction and other related types of work to be performed at the Celanese Chemcel Plant located near Bishop, Texas.

1A. The various classifications of workmen to be furnished by the Contractor shall include, as required, carpenters, boilermakers, steel workers, welders, pipe fitters, painters, insulators, electricians, brick masons, machinists, riggers and other special crafts, together with necessary helpers, apprentices and common labor.

1B. Craftsmen, semi-skilled and common labor supplied by the Contractor shall be of comparable caliber to that normally employed by Celanese for similar work. The Celanese Maint. Mgr. Engineer shall in all instances be final judge of the capability of any workmen to measure up to the stipulated caliber of performance.

1C. Upon the request of Celanese at any time, the Contractor shall assist Celanese to test or qualify any employee prior to hiring.

2. It is understood and agreed that the Contractor is to act as and accept the responsibilities of an independent contractor and that all persons whom Celanese authorizes the Contractor to employ shall be and remain employees of the Contractor while engaged for the performance of authorized work. Further, the Contractor unequivocally agrees to assume all responsibility for injuries, loss or accident to such employees sustained in connection with their employment under the terms of this agreement.

3. The Contractor shall, as requested by Celanese give the full benefit of his experience and influence in the solving of any problems which arise concerning the authorized work and in the rental or procurement of any essential special tools or equipment.

4. Celanese shall supply to the Contractor's employees for the performance of authorized work, tools and equipment similar to those generally provided Celanese employees of comparable work classifications. All tools and equipment supplied by Celanese shall remain Celanese property and shall be returned in good condition to their point of origin upon completion of the work.

5. Celanese shall furnish trucks for transportation of only the Contractor's common labor. All craftsmen and semi-skilled workers shall furnish

Question the statement?

Do we do this?

What are we saying here?

3rd Party Causes

What do we mean here?

Who pays for damage & loss

Is this True?

28122

private transportation without any cost or obligation on the part of Celanese.

6. Celanese first-aid facilities shall be made available to the Contractor's employees in only those emergency cases which are the direct result of accidents occurring on the site during authorized working hours.

7. Celanese water and sanitary facilities shall be available to and used by the Contractor's employees.

ARTICLE 2: PERSONNEL REGULATIONS

1. Physical examinations of Contractor's employees shall be made as required by Celanese and the cost will be borne by Celanese.

2. No lunches of any kind will be furnished directly by Celanese, but Contractor's employees will be permitted to use Celanese eating facilities the same as Celanese employees.

3. Contractor's employees will be admitted to the plant and permitted to remain in the plant only if badges and safety glasses furnished by Celanese are worn at all times. The Contractor shall be solely responsible for insuring that his employees abide by Celanese regulations governing badges and glasses.

4. Contractor's employees shall conform to all Plant working rules. Particular attention is called to the no-smoking rule and the carrying of fire producing devices, such as matches and lighters.

5. Contractor's employees shall utilize Celanese [illegible] clocking in and out.

6. Contractor's employees may utilize Celanese parking facilities, as authorized by the Celanese Engineer.

7. Contractor's employees shall utilize safety clothing and equipment furnished temporarily by Celanese in accordance with the instructions of the Celanese Engineer, Manuf. Mgr.

8. The Contractor, upon request, shall from time to time furnish Celanese with a current list of all contractor's employees' names and addresses, places and dates of birth and whether they are citizens of the United States or aliens. Celanese may at any time take photographs and fingerprints of all Contractor's employees. EEO ?

ARTICLE 3: STARTING AND COMPLETION DATES

1. The Contractor shall begin the work specified immediately, and be bound by the terms of this Agreement as long as Celanese requires the Contractor's services.

2. It is understood that time is of the essence and that the Contractor shall cooperate and act in every possible manner to complete all authorized work with a minimum of delay.

ARTICLE 4: COST OF WORK

1. Celanese shall pay actual costs incurred in performance of authorized work, subject to the terms and limitations of this contract as follows:

1a. Wages of only direct workers, and coordinator employed by the Contractor for performance of authorized work, provided permission for such employment at specified rates is given in writing by the Celanese

(Do we request in writing each time?)

Engineer to the Contractor, prior to such employment. No wage rate of any worker employed shall at any time be higher than the current Celanese Chemical Plant rates for similar work.

1B. Wage rates shall be as follows:

	Classification	Straight-Time Hourly Rate
A)	Coordinator	$2.27
B)	Common Labor	$0.90
C)	Craftsmen, as enumerated in Article 1, Paragraph 1A of this Agreement	$2.02
D)	Apprentices and Helpers	
E)	Other classifications	As approved by the Celanese Engineer at the time of hiring.

2. The following items of expense shall not be included in the cost of the work:

A) Salaries of partners of ARTHUR BROTHERS.

B) Interest on capital employed or on money borrowed.

C) Expenses incurred in operation of main office of the Contractor, such as rent, accounting services, telephone service, general office stenographic, messenger and overhead expenses.

D) Expenses incurred in advertising for procuring and hiring personnel, preparing payrolls and paying of hired personnel and all related expenses.

E) All indirect payroll costs and taxes such as workmen's compensation insurance, pension payments and other contributions, unemployment insurance, liability and other insurance as specified in this Agreement.

F. The Contractor shall obtain approval of the Celanese Engineer prior to placing commitments for any item of expense not specifically provided for in this Article.

ARTICLE 5: CONTRACTOR'S FEE FOR PERFORMANCE OF SPECIFIED WORK

1. The Contractor's fee shall consist solely of twenty-one percent (21%) of the labor costs, as described in Article 4, Paragraph 1A of this Agreement for all straight-time hours worked. For the purpose of calculating the fee payable for straight-time hours worked hereunder, labor costs shall be exclusive of workman's compensation, unemployment insurance, liability insurance and all other costs except the actual amount earned as figured by multiplying hourly rates by total hours worked.

2. If overtime, or other than straight-time hourly wages are authorized and paid for work performed, the Contractor's fee with respect to the same shall consist of twenty-one percent (21%) minus a percentage equal to the decrease in percentage of indirect payroll costs (as described in Article 4, Paragraph 2E) which occurs when premium time is paid instead of straight time.

3. Out of such fee as provided in the two foregoing paragraphs, the Contractor shall pay all taxes, insurance, overhead, including that incurred at the site, and any other expenses which arise due to the work performed hereunder. Any balance remaining after all such payments are made shall be the Contractor's complete compensation for work performed.

4. The percentages stated in this Article and used to calculate the Contractor's fee shall not be changed regardless of change in scope or duration of work.

ARTICLE 6: PAYMENTS TO CONTRACTOR

1. Celanese will pay Contractor for the cost of the work as provided in Article 4 and the fee due in accordance with Article 5 upon

weekly applications for payment approved by Celanese. Such applications for payment shall be accompanied by certified payrolls of wages paid to Contractor's employees, all taxes paid on such compensation; a detailed statement of other payments made by Contractor which are authorized as chargeable to the work, and such other documents as Celanese may require. These statements shall be sent by Contractor to Celanese weekly to cover payments made by Contractor during the preceding week. Celanese shall pay the amount shown on such applications for payment, if proper, within two weeks after receipt thereof.

2. Prior to final payment, Contractor shall give Celanese a verified certificate that all bills and claims have been satisfied, and a release of all claims against Celanese arising under and by virtue of this contract. Final payment shall not be conclusive evidence of the performance of this contract by the Contractor either in whole or in part.

ARTICLE 7: LENGTH OF WORK WEEK

The normal work week shall consist of forty straight-time hours.

ARTICLE 8: HOURS OF WORK

The scheduled work day shall be from 7:30 a.m., until 12:00 noon and from 12:30 p.m. to 4:00 p.m.

ARTICLE 9: HOLIDAYS

The following holidays shall be observed during the year of 1950:

New Year's Day	Monday, January 2
San Jacinto Day or	Friday, April 21
Memorial Day	Tuesday, May 30
Fourth of July	Tuesday, July 4
Labor Day	Monday, September 4
Thanksgiving Day	Thursday, November 23
Christmas Day	Monday, December 25

ARTICLE 10: RECORDS AND AUDITS

1. The Contractor shall keep records and books of account showing the actual cost of all items of labor, and other expenditures of whatsoever nature for which payment is authorized under provisions of this contract.

2. Celanese shall at all times have access to the premises, work and materials, to all books, records, correspondence, instructions, plans, drawings, receipts, facilities and memoranda of every description of Contractor, except such documents as have been submitted in support of the weekly statements, and Contractor shall preserve such papers without additional compensation therefor for a period of three years after completion or termination of this contract.

ARTICLE 11: AUTHORIZED REPRESENTATIVES

1. Celanese shall provide a competent Engineer authorized to act in its behalf. The Contractor shall provide a competent Coordinator to act for him.

2. No representative of Celanese on site or elsewhere shall by reason of his duties or otherwise be presumed to have authority beyond that specifically set forth by Celanese in writing to Contractor.

ARTICLE 12: AUTHORITY OF CELANESE ENGINEER

The Celanese Engineer shall have power to direct the application of labor to any portion of the work which in his judgment requires it; and to decide questions which arise between the parties relative to the execution of the work.

ARTICLE 12: CONTROL OF SPECIFIED WORK

The Contractor shall perform each phase of the specified work only when authorized to do so by the Celanese Engineer and the Contractor shall conduct all authorized work in strict accordance with the directions of the Celanese Engineer.

ARTICLE 14: SUPERVISION AND LABOR ON THE JOB

14A. The Contractor shall employ upon all parts of the work only competent and trustworthy men. No labor shall be employed by the Contractor which, in the judgment of the Celanese Engineer, will not work in harmony with labor and mechanics employed by Celanese or other Contractors.

14B. The Contractor shall promptly remove from the work and the premises any coordinator or workmen employed upon the work who, in the judgment of the Celanese Engineer, may be detrimental to the best interest of Celanese.

ARTICLE 15: COMPANY DRAWINGS

All drawings, prints, and specifications and all copies thereof supplied to the Contractor by Celanese shall remain the property of Celanese and shall be delivered to Celanese on completion of the payment herein provided for, or upon cancellation of this Agreement.

ARTICLE 16: PROVISION FOR CANCELLATION

This agreement may be terminated at any time after the date hereof by Celanese or by the Contractor upon twenty-four (24) hour written notice, but it is contemplated that lay-off of Contractor's employees will be conducted in a reasonable manner.

ARTICLE 17: LIENS

1. The Contractor shall indemnify and save harmless Celanese from laborers' and mechanics' liens arising out of the work to be performed and materials furnished under this contract. In case any such liens are filed and/or claimed Celanese reserves the right to deduct or withhold from any monies due or owing the Contractor such amounts as may be necessary to pay the same. If any such liens are filed against the premises before or after completion and final settlement the Contractor shall reimburse and pay Celanese for same. The Contractor shall deliver completed work to Celanese free and clear from all liens or claims.

2. The Contractor shall give Celanese prompt notice in writing of any lien or other encumbrance put on the work or of any intent to take action which might encumber Celanese property, so far as the same may be known to the Contractor.

ARTICLE 18: LIABILITY FOR EMPLOYMENT AND ASSOCIATED TAXES AND PAYMENTS

The Contractor agrees to and hereby does accept full and exclusive liability for the payment of any and all contributions or taxes for unemployment compensation, old-age retirement benefits, pensions or annuities or other contributions or taxes, now or hereafter imposed by the Government of the United States or of any State or political subdivision in the United States, which are measured by the wages, salaries or other remuneration paid to persons employed by the Contractor or any sub-contractors engaged by him or them performed under the terms of this Agreement, on the premises of Celanese or elsewhere.

ARTICLE 19: COMPLIANCE WITH ORDINANCES AND LAWS

Contractor shall procure all necessary permits and licenses, observe and abide by all applicable laws (including labor laws), regulations, ordinances and other rules of the State of Texas and political subdivisions thereof, wherein the work is done, and any other duly constituted public authority, and shall observe and abide by all labor laws of the United States of America.

ARTICLE 20: INSURANCE

1. The Contractor shall for all operations under this Agreement and prior to starting work pay and supply Celanese with evidence thereof of the following insurance in triplicate copies with carrier or carriers acceptable to Celanese.

1A. Compensation insurance covering all employees engaged directly or indirectly in work hereunder in accordance with the Workmen's Compensation Act or the equivalent thereof of the State in which the work is to be performed.

1B. Public Liability insurance in the minimum amount of $100,000. for the injury or death of any one person in any one accident, and $500,000. for the injury or death of more than one person in any one accident.

1C. Comprehensive Automobile Bodily Injury Liability Insurance (including ownership; non-ownership, and hired car liability) in the same minimum amount required with reference to public liability insurance, and Comprehensive Automobile Property Damage Liability Insurance (including ownership; non-ownership; and hired car liability) in the amount of $50,000. per single accident and $50,000. aggregate.

1D. Property Damage insurance in the minimum amount of $50,000. and covering damages to property resulting from negligence by Contractor, its agents, servants and employees in performing any work hereunder, and including damage to property caused by any negligent operation of Contractor's automotive equipment.

2. Any additional insurance requested by Celanese will be furnished at Celanese expense.

3. All policies of insurance shall be subject to the approval of Celanese, who may from time to time require that the policies of insurance cover risks of Celanese or of Contractor or both as their interests may appear. Celanese may, if it so elects, place any of the said insurance with carriers of its own selection and in its own name and nothing herein shall be construed to authorize the substitution by Contractor of other or additional policies of insurance covering risks insured by Celanese under existing policies or renewals thereof.

4. Contractor shall give prompt notice to Celanese of all losses, damages or injuries to persons or property of Celanese, of Contractor or of other persons and shall promptly report to Celanese all claims of which it has notice, whether relating to matters insured or uninsured. No settlement of any claim for loss, injury or damage or other insured matter as to which Celanese may be charged with obligation to make any payment or reimbursement shall be made by Contractor without the written approval of Celanese.

5. The Contractor shall indemnify and save harmless Celanese from all claims, suits or actions and damages and costs of every name and description to which Celanese may be subjected to by reason of injury to the person or property of another resulting from negligence or carelessness on the

28142

part of the Contractor, his employees, agents or sub-contractors in movement of equipment or supplies, or by or on account of any act or omission of the Contractor's employees, agents or sub-contractors, if any.

6. All insurance procured as required by this Agreement shall contain the following clause indicated by endorsement on the Certificate of Insurance:

> "It is agreed by the insuring company that if the herein described policies be cancelled during their term, 10 days written notice prior to such cancellation will be given to Celanese Corporation of America, Insurance Department, 180 Madison Avenue, New York 16, New York."

ARTICLE 21: DELIVERY OF NOTICES

All notices except those specifically required by this contract to be given to the Celanese Engineer, shall be given to Celanese at 180 Madison Avenue, New York 16, New York, U.S.A. All notices, except those specifically required by this contract to be given to the Contractor's Coordinator, shall be given to the Contractor at his office in Kingsville, Texas.

ARTICLE 22: ASSIGNMENTS

All covenants and agreements herein contained shall be extended to and be binding upon the successors and assigns of Contractor and Celanese but Contractor shall not assign this Agreement or any monies to become due hereunder, except with the written consent of Celanese.

ARTICLE 23: INTEGRATION

This agreement contains the entire agreement between the Contractor and Celanese. There are no previous or contemporary understandings,

representations or warranties not set forth herein. No subsequent modifications of this Agreement shall be of any force or effect unless in writing, signed by both the Contractor and Celanese.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written:

ARTHUR BROTHERS:

Witness: Jane Snyder — Partner: C. L. Arthur

Witness: Jane Snyder — Partner: O. M. Arthur

Witness: Jane Snyder — Partner: R. V. Arthur

Partner

CELANESE CORPORATION OF AMERICA

Witness: — Vice President

SUPPLEMENT TO
LABOR AGREEMENT
CONSTRUCTION AND RELATED WORK
CELANESE CHEMCEL PLANT, BISHOP, TEXAS

Be it agreed, and it is hereby agreed, that Article 4, Paragraph 1B of the Labor Agreement executed March 1, 1950 between the Celanese Corporation of America and Arthur Brothers, as amended August 3, 1950, January 12, 1951 and November 1, 1951, is further amended to read as follows:

"1B. Wage rates shall be as follows:

Classification	Straight-Time Hourly Rate
A) Coordinator	$2.60
B) Common Labor	1.11
C) Craftsmen, as enumerated in Article 1, Paragraph 1A of this agreement	2.35
D) Painter	2.01
E) Roustabout	1.82
F) Apprentices and helpers	As approved by the Celanese Engineer at the time of hiring"
G) Other Classifications	

This supplement dated May 19, 1952 shall be effective as of this date.

ARTHUR BROTHERS:

Witness: Geraldine Clark — Partner C. L. Arthur

Witness: Geraldine Clark — Partner R. V. Arthur

Witness: Geraldine Clark — Partner C M Arthur

CELANESE CORPORATION OF AMERICA

Witness: Myra Fern Laber

E J Lindsey
Plant Manager

28146

SUPPLEMENT TO
LABOR AGREEMENT
CONSTRUCTION AND RELATED WORK
CELANESE CHEMICEL PLANT, BISHOP, TEXAS

Be it agreed, and it is hereby agreed, that the Labor Agreement executed March 1, 1950 between the Celanese Corporation of America and Arthur Brothers is changed in those Articles and Paragraphs as outlined below:

a Article 1, Paragraph 1A shall be modified by striking therefrom the words "carpenters" and "painters".

b Article 4, Paragraph 1B shall read as follows:

"1B. Wage rates shall be as follows:

Classification	Straight-Time Hourly Rate
A) Coordinator	$2.35
B) Common Labor	.95
C) Craftsmen, as enumerated in Article 1, Paragraph 1A of this agreement	2.10
D) Apprentices and Helpers	
E) Other Classifications	As approved by the Celanese Engineer at the time of hiring"

This supplemental agreement dated August 3, 1950, shall take effect the 14th. day of August, 1950, and is not intended to change,

nor does it change, any other articles or paragraphs of the original agreement.

ARTHUR BROTHERS;

Witness:

Partner

Witness:

Partner

CELANESE CORPORATION OF AMERICA

Witness:

Plant Manager

[illegible]
[illegible]
[illegible] AND RELATED [illegible]
[illegible] PLANT, BISHOP, TEXAS

[illegible] agreed, and [illegible] is hereby agreed, that Article [illegible], [illegible] executed March [illegible], 19[illegible] [illegible] of [illegible] and Arthur Brothers [illegible] as follows:

"2. If overtime, or other than straight-time hourly wages are authorized and paid for work performed, the contractor's fee shall be computed as follows:

A) For all payments in excess of straight-time hourly payments, the contractor's fee shall consist of ten percent (10%) of such premium payments.

B) For the straight-time portion of such payments, the contractor's fee shall be twenty-one percent ([illegible]) [illegible] Article [illegible], [illegible]"

[illegible]

[illegible] supplie[illegible] [illegible], 1950.

ARTHUR BROTHERS:

G. L. Arthur
Partner

R. V. Arthur
Partner

Witness:
Mary [illegible]

Witness:
Margaret Allison

CELANESE CORPORATION OF AMERICA

Kenneth Bowen
Plant Manager

Witness:

SUPPLEMENT TO
LABOR AGREEMENT
CONSTRUCTION AND RELATED WORK
CELANESE CHEMCEL PLANT, BISHOP, TEXAS

Be it agreed, and it is hereby agreed, that Article 4, Paragraph 1B of the Labor Agreement executed March 1, 1950 between the Celanese Corporation of America and Arthur Brothers, as amended August 3, 1950, is further amended to read as follows:

"1B. Wage rates shall be as follows:

Classification	Straight-Time Hourly Rate
A) Coordinator	$2.45
B) Common Labor	1.08
C) Craftsmen, as enumerated in Article 1, Paragraph 1A of this agreement	2.20
D) Painter	1.95
E) Roustabout	1.71
F) Apprentices and Helpers	As approved by the Celanese Engineer at the time of hiring"
G) Other Classifications	

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This supplement dated January 12, 1951 shall be effective as of January 8, 1951.

ARTHUR BROTHERS:

Witness: Delma G. Watson — C. L. Arthur, Partner

Witness: Jane Snyder — C. M. Arthur, Partner

R. V. Arthur

CELANESE CORPORATION OF AMERICA

Witness: Myra Timhoke — K. D. Bowen, Plant Manager

28151

SUPPLEMENT TO
LABOR AGREEMENT
CONSTRUCTION AND RELATED WORK
CELANESE CHEMCEL PLANT, BISHOP, TEXAS

Be it agreed, and it is hereby agreed, that Article 4, Paragraph 1B of the Labor Agreement executed March 1, 1950 between the Celanese Corporation of America and Arthur Brothers, as amended August 3, 1950, is further amended to read as follows:

"1B. Wage rates shall be as follows:

Classification	Straight-Time Hourly Rate
A) Coordinator	$2.45
B) Common Labor	1.08
C) Craftsmen, as enumerated in Article 1, Paragraph 1A of this agreement	2.20
D) Painter	1.95
E) Roustabout	1.71
F) Apprentices and Helpers	As approved by the Celanese Engineer at the time of hiring"
G) Other Classifications	

This supplement dated January 12, 1951 shall be effective as of January 8, 1951.

ARTHUR BROTHERS:

Witness: Selma G. Watson

C. L. Arthur
Partner

Witness: Jane Snyder

C. M. Arthur
Partner

R. V. Arthur
CELANESE CORPORATION OF AMERICA

Witness: Myra Firm Lober

K. D. Bowen
Plant Manager

28152

SUPPLEMENT TO
LABOR AGREEMENT
CONSTRUCTION AND RELATED WORK
CELANESE CHEMCEL PLANT, BISHOP, TEXAS

Be it agreed, and it is hereby agreed, that Article 4, Paragraph 1B of the Labor Agreement executed March 1, 1950 between the Celanese Corporation of America and Arthur Brothers, as amended August 3, 1950 and January 12, 1951, is further amended to read as follows:

"1B. Wage rates shall be as follows:

Classification	Straight-Time Hourly Rate
A) Coordinator	$2.60
B) Common Labor	1.11
C) Craftsmen, as enumerated in Article 1, Paragraph 1A of this agreement	2.27
D) Painter	2.01
E) Roustabout	1.76
F) Apprentices and helpers	As approved by the Celanese Engineer at the time of hiring"
G) Other Classifications	

This supplement dated November 1, 1951 shall be effective as of this date.

Witness:
Witness:
Witness:

ARTHUR BROTHERS:
Partner
Partner
Partner

Witness:

CELANESE CORPORATION OF AMERICA

Manager of Plant Operations,
Chemical Division

28152

P. O. BOX 1089

ARTHUR BROTHERS

CONTRACTORS

813 SOUTH SIXTH STREET
KINGSVILLE, TEXAS

July 26, 1951

Celanese Corporation of America
Post Office Box 148
Bishop, Texas

Attention: Mr. Homer Wilson, Sr.

Gentlemen:

Reference is made to supplement dated August 3, 1950, to Labor Agreement executed March 1, 1950, between Celanese Corporation of America and Arthur Brothers, paragraph (E).

In order to adequately man the new plant construction we request approval of the following additional classifications and rates for use on this job:

Classification	Hourly Rate
Air Tool Operator (Jackhammer men, Vibrator)	$1.12½
Asbestos Workers	2.50
Asbestos Workers, Foreman	2.75
Boiler Makers	2.37½
Boiler Makers, Sub Foreman	2.62½
Boiler Makers, Helper	2.12½
Bricklayer	3.12½ - $3.30
Carpenters, Journeyman	2.25
Carpenters, Regular Saw Operator or Saw Filer	2.37½
Carpenters, Foreman	2.50
Millwrights	2.50
Cement Finishers ($5.00 per day subsistence)	2.37½
Cement Finishers, Foreman ($5.00 per day subsistence)	2.62½
Electricians	2.50
Electricians, Foreman	2.75
Engineers, Equipment Operators	
Air Compressors	2.00
Cranes, Derick & Dragline	2.37½
Mixers, less than 14 Cu. Ft.	2.00
Tractor	2.00
Apprentices (Oilers) First Year	1.37½ - $1.50
Apprentices (Oilers) Second Year	1.50 - $1.62½
Firemen	1.87½
Iron Workers, Structural	2.25 - $2.50

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Classification	Hourly Rate
Iron Workers, Reinforcing	$2.12½ - 2.37½
Plasterers	2.80
Plasterers, Foreman	3.05
Plumbers	2.61¼
Plumbers, Foreman	2.75
Roofers, Slate & Tile	2.00
Sheet Metal Workers	2.50
Steamfitters	2.61¼

Welders receive wage scale incidental to the craft they serve.

Note: Second rates indicated with reference mark are rates of these crafts requested of the Wage Stabilization Board but not yet approved.

The above mentioned rates are the prevailing rates at this date in this territory and have been compiled by the South Texas Chapter of the Associated General Contractors of America, Incorporated.

Very truly yours,

ARTHUR BROTHERS, CONTRACTORS

C. L. ARTHUR

CLA:js

OK
J.A.C.W
8/1/51

TEMPORARY ADDENDUM TO
LABOR AGREEMENT
CONSTRUCTION AND RELATED WORK
CELANESE CHEMCEL PLANT, BISHOP, TEXAS

Be it agreed, and it is hereby agreed, that for a temporary period during the construction of the Paraform-Trioxane Unit, at Chemcel Plant, the duties of the Labor Coordinator, as stated in the Labor Agreement executed March 1, 1950, between Celanese Corporation of America and Arthur Brothers, are to be combined with those of a Construction Superintendent and the position is to be entitled "Construction Superintendent". This position will be paid an hourly wage of $3.50, which is an alteration of Article 4, Paragraph 1B, of the Labor Agreement as executed March 1, and as amended August 3, 1950, January 12, 1951, and November 1, 1951.

The Construction Superintendent is to:

1) Conduct all authorized work in strict accordance with the directions of the Celanese Engineer.
2) Follow the general program for construction as determined by the Celanese Engineer.
3) Exercise direct supervision and control of all work being done by Arthur Brothers' personnel on the Paraform-Trioxane Unit to insure efficient operation of the job and the use of approved construction methods and techniques.
4) Secure the necessary manpower of varying crafts for the job, handle all personnel problems arising among Arthur Brothers' employed personnel.

This addendum is dated March 31, 1952, and shall be effective as of this date.

ARTHUR BROTHERS:

Witness: C. L. Arthur
Partner

Witness: G. M. Arthur
Partner

Witness: G. F. Arthur
Partner

CELANESE CORPORATION OF AMERICA

Witness: E. J. Lindsey
Plant Manager, Chemcel Plant

May 27, 1952 JB-4031

Arthur Brothers
613 South Sixth Street
Kingsville, Texas

Attn: Mr. C. L. Arthur

Gentlemen:

Enclosed please find fully executed copy of the May 19, 1952 supplement to our Labor Agreement dated March 1, 1950.

Yours very truly,

CELANESE CORPORATION OF AMERICA

J. Brannan, Plant Accountant

JB/mb
Encl.
cc: Mr. A. R. Cochran
Mr. H. V. Wilks
Mr. G. E. Wood

CELANESE CORPORATION OF AMERICA
Chemical Plant

(2)

SUPPLEMENT TO LABOR AGREEMENT
CONSTRUCTION AND RELATED WORK

Be it agreed, and it is hereby agreed, that Article V, Paragraphs 1 and 2 of the Labor Agreement executed March 1, 1950 between the Celanese Corporation of America and Arthur Brothers, as amended, is further amended to read as follows:

"1. The Contractor's fee shall consist of a percentage of the labor costs, as described in Article IV, Paragraph [illegible] of this agreement for all straight time hours worked, computed in accordance with the schedule listed below. For the purpose of calculating the fee payable for straight time hours worked hereunder, labor costs shall be exclusive of Workmen's Compensation, Unemployment Insurance, Liability Insurance and all other costs except the actual amount earned as figured by multiplying hourly rates by total hours worked.

If Total Labor Costs Are:	Fee
Less than $5,000	20%
$5,001 to $15,000	19% ✓
More than $15,000	18%

"2. If overtime, or other than straight time hourly wages are authorized and paid for work performed, the contractor's fee shall be computed as follows:

A) For all payments in excess of straight time hourly payments, the contractor's fee shall consist of 10 percent (10%) of such premium payments.

B) For the straight time portion of such payments, the contractor's fee shall be computed in accordance with Article V, Paragraph 1 above.

This Amendment shall be effective as of November 17, 1952.

ARTHUR BROTHERS:

Witness: Partner C. L. Arthur

Witness: Partner E. M. Arthur

Witness: Partner E. T. Arthur

CELANESE CORPORATION OF AMERICA

Witness: E. J. Lindsey
Plant Manager, Chemical

28157

CELANESE CORPORATION OF [illegible]
Chemical Plant

TO: As listed below

FROM: J. Brennan JB-4418 November 24, 1952

Subject: Arthur Brothers Coordinator

This memorandum is written to summarize agreements reached at our meeting on November 18, 1952 relative to payments to be made to Arthur Brothers under the terms of our existing labor agreement for services rendered by their Coordinator. It was agreed that the Contractor should bill Celanese at the approved rate, plus fee, only for the actual hours worked by this employee. Determination as to the day-to-day requirements for the Coordinator's services shall be the responsibility of the Celanese Engineer.

The Coordinator will check each day with the Celanese Engineer as to the current status of work being performed, additional personnel requirements and discussion of any other problems which may develop. In the event that there is no need for the Coordinator remaining at the job site he will be credited with a minimum of one hour's time, for which the Contractor will bill Celanese. If the Coordinator remains on the job site for a period greater than one hour he will be credited with the actual number of hours involved and the Contractor will bill Celanese for such time.

The Coordinator will keep a record of time spent on the job site on Celanese's regular time card which will be signed by the Coordinator and submitted weekly to the Celanese Engineer. The Celanese Engineer will approve the time card and forward same to the Celanese Accounting Department.

JB/mb
cc: Messrs. K. D. Bowen
E. T. Lindsey
A. R. Cochran
R. E. Gamreaux
H. V. Wilks
R. Massey
L. D. Brown
W. S. Townsend
G. E. Wood
Arthur Brothers

28158

January 12, 1953 JB-4506

Arthur Brothers
313 South Sixth Street
Kingsville, Texas

Attn: Mr. C. L. Arthur

Gentlemen:

Forwarded herewith for signature are five copies of the supplement to our Labor Contract, extending to Arthur Brothers employees on our maintenance payroll the benefits of the 4.5% wage increase recently granted Chancel employees. Upon receipt of the signed copies we will have the supplement executed and a copy will be forwarded to your office.

Please note that the new rates are effective as of January 12, 1953 and they in no way effect your employees on the construction payroll.

Yours very truly,

CHANCEL CONSTRUCTION OF AMERICA

J. [illegible], Plant Accountant

JB/mb
cc: Messrs. [illegible] E. [illegible]
[illegible] T. Lindsey
[illegible] V. [illegible]
[illegible] E. Wood
[illegible]

28159

SUPPLEMENT TO
LABOR AGREEMENT
CONSTRUCTION AND RELATED WORK
CELANESE CHEMCEL PLANT, BISHOP, TEXAS

Be it agreed, and it is hereby agreed, that Article 4, Paragraph 1B of the Labor Agreement executed March 1, 1950 between the Celanese Corporation of America and Arthur Brothers, as amended August 3, 1950, January 12, 1951, November 1, 1951 and May 19, 1952, January 1, 1954 is further amended to read as follows:

"1B. Wage rates shall be as follows:

Classification	Straight-Time Hourly Rate
A) Coordinator	2.71
B) Common Labor	1.11
C) Craftsmen	2.46
D) Painter	2.10
E) Roustabout	1.90
F) Insulator, Second Class	2.19
G) Apprentices and Helpers	As approved by the Celanese Engineer at the time of hiring"
H) Other Classifications	

This supplement dated January 12, 1953 shall be effective as of this date.

ARTHUR BROTHERS:

Witness: Delma G. Watson — Partner C. L. Arthur

Witness: Delma G. Watson — Partner D M Arthur

Witness: Delma G. Watson — Partner G. V. Arthur

CELANESE CORPORATION OF AMERICA

Witness: Myra Finchaker — E. T. Lindsey
Plant Manager

28160

SUPPLEMENT TO
LABOR AGREEMENT
CONSTRUCTION AND RELATED WORK
CELANESE CHEMICAL PLANT, BISHOP, TEXAS

Be it agreed, and it is hereby agreed, that Article 4, Paragraph 1B of the Labor Agreement executed March 1, 1950 between the Celanese Corporation of America and Arthur Brothers, as amended August 3, 1950, January 12, 1951, November 1, 1951 and May 19, 1952, is further amended to read as follows:

"1B. Wage rates shall be as follows:

Classification	Straight-Time Hourly Rate
A) Coordinator	$2.71
B) Common Labor	1.11
C) Craftsman	2.46
D) Painter	2.10
E) Roustabout	1.90
F) Insulator, Second Class	2.19
G) Apprentices and Helpers	As approved by the Celanese Engineer at the time of hiring"
H) Other Classifications	

This supplement dated January 12, 1953 shall be effective as of this date.

ARTHUR BROTHERS:

Witness: Partner

Witness: Partner

Witness: Partner

CELANESE CORPORATION OF AMERICA

Witness: Plant Manager

July 30, 1953 WST-1151

Arthur Brothers
813 South Sixth Street
Kingsville, Texas

Attn: Mr. C. L. Arthur

Gentlemen:

Forwarded herewith for signature are five copies of the supplement to our Labor Contract, extending to Arthur Brothers employees on our maintenance payroll the benefits of the 4¢ wage increase recently granted Chemcel employees. Upon receipt of the signed copies we will have the supplement executed and a copy will be forwarded to your office.

Please note that the new rates are effective as of August 3, 1953 and they in no way affect your employees on the construction payroll.

Yours very truly,

CELANESE CORPORATION OF AMERICA

W. S. Townsend, Plant Accountant

WST/mb
Enc.
cc: Messrs. W. R. Cochran
S. T. Lindsey
T. V. Willis
C. E. Woods

29162

SUPPLEMENT TO
LABOR AGREEMENT
CONTRACTORS AND ALLIED WORK
CELANESE CHEMICAL PLANT, NIXON, TEXAS

Be it agreed, and it is hereby agreed, that Article 4, Paragraph 1B of the Labor Agreement executed March 1, 1950 between the Celanese Corporation of America and Arthur Brothers, as amended August 3, 1950, January 12, 1951, November 1, 1951, May 19, 1952 and January 12, 1953, is further amended to read as follows:

"1B. Wage rates shall be as follows:

Classification	Straight-Time Hourly Rate
A) Coordinator	$2.81
B) Senior Labor	1.33
C) Common Labor	1.11
D) Craftsmen	2.56
E) Painter	2.10
F) Roustabout	1.90
G) Insulator, Second Class	2.19
H) Apprentices and Helpers	As approved by the Celanese Engineer at the time of hiring"
I) Other Classifications	

This supplement dated August 3, 1953 shall be effective as of this date.

ARTHUR BROTHERS:

Witness: Partner

Witness: Partner

Witness: Partner

CELANESE CORPORATION OF AMERICA

Witness:

Plant Manager

SUPPLEMENT TO
LABOR AGREEMENT
CONSTRUCTION AND RELATED WORK
CELANESE CHEMCEL PLANT, BISHOP, TEXAS

Be it agreed, and it is hereby agreed, that Article 4, Paragraph 1B of the Labor Agreement executed March 1, 1950 between the Celanese Corporation of America and Arthur Brothers, as amended August 3, 1950, January 12, 1951, November 1, 1951, May 19, 1952 and January 12, 1953, is further amended to read as follows:

"1B. Wage rates shall be as follows:

Classification	Straight-Time Hourly Rate
A) Coordinator	$2.81
B) Senior Labor	1.33
C) Common Labor	1.11
D) Craftsmen	2.56
E) Painter	2.10
F) Roustabout	1.90
G) Insulator, Second Class	2.19
H) Apprentices and Helpers	As approved by the Celanese Engineer at the time of hiring"
I) Other Classifications	

This supplement dated August 3, 1953 shall be effective as of this date.

ARTHUR BROTHERS:

Witness: Partner C. L. Arthur

Witness: Partner O M Arthur

Witness: Partner R. Y. Arthur

CELANESE CORPORATION OF AMERICA

Witness: E. T. Lindsey

Plant Manager

28164

[illegible] of America
Chemical Plant

SUPPLEMENT TO LABOR AGREEMENT
CONSTRUCTION AND RELATED WORK

Be it agreed, and it is hereby agreed, that Article V, Paragraphs 1 and 2 of the Labor Agreement executed March 1, 1950 between the Celanese Corporation of America and Arthur Brothers, as amended, is further amended to read as follows:

"1. The Contractor's fee shall consist of a percentage of the labor costs, as described in Article IV, Paragraph 1A of this agreement for all straight time hours worked, computed in accordance with the schedule listed below. For the purpose of calculating the fee payable for straight time hours worked hereunder, labor costs shall be exclusive of Workmen's Compensation, Unemployment Insurance, Liability Insurance and all other costs except the actual amount earned as figured by multiplying hourly rates by total hours worked.

For Gross Annual Payroll Charges	Fee
First $150,000	19%
Second $150,000	18%
Third $150,000	17%
All Additional Charges	16%

"2. If overtime, or other than straight time hourly wages are authorized and paid for work performed, the contractor's fee shall be computed as follows:

A) For all payments in excess of straight time hourly payments, the contractor's fee shall consist of 10 percent (10%) of such premium payments.

B) For the straight time portion of such payments, the contractor's fee shall be computed in accordance with Article V, Paragraph 1 above.

This Amendment shall be effective as of January 1, 1954.

ARTHUR BROTHERS:

Witness: Partner

Witness: Partner

Witness: Partner

CELANESE CORPORATION OF AMERICA

Witness: Plant Manager, Celanese Plant

28165

CELANESE CORPORATION OF AMERICA
Chemcel Plant

SUPPLEMENT TO LABOR AGREEMENT
CONSTRUCTION AND RELATED WORK

Be it agreed, and it is hereby agreed, that Article V, Paragraphs 1 and 2 of the Labor Agreement executed March 1, 1950 between the Celanese Corporation of America and Arthur Brothers, as amended, is further amended to read as follows:

"1. The Contractor's fee shall consist of a percentage of the labor costs, as described in Article IV, Paragraph 1A of this agreement for all straight time hours worked, computed in accordance with the schedule listed below. For the purpose of calculating the fee payable for straight time hours worked hereunder, labor costs shall be exclusive of Workmen's Compensation, Unemployment Insurance, Liability Insurance and all other costs except the actual amount earned as figured by multiplying hourly rates by total hours worked.

For Gross Annual Payroll Charges	Fee
First $150,000	19%
Second $150,000	18%
Third $150,000	17%
All Additional Charges	16%

"2. If overtime, or other than straight time hourly wages are authorized and paid for work performed, the contractor's fee shall be computed as follows:

A) For all payments in excess of straight time hourly payments, the contractor's fee shall consist of 10 percent (10%) of such premium payments.

B) For the straight time portion of such payments, the contractor's fee shall be computed in accordance with Article V, Paragraph 1 above.

This Amendment shall be effective as of January 1, 1954.

ARTHUR BROTHERS:

Witness: Geraldine S. Clark — Partner

Witness: Geraldine S. Clark — Partner

Witness: Geraldine S. Clark — Partner

CELANESE CORPORATION OF AMERICA

Witness: — Plant Manager, Chemcel Plant

28166

July 12, 1955 [illegible]

Arthur Brothers
823 South Sixth Street
Kingsville, Texas

Attn: Mr. C. L. Arthur

Gentlemen:

Forwarded herewith for signature are five copies of the supplement to our Labor Contract, extending to Arthur Brothers employees, who are classified as Craftsmen on our maintenance payroll, the benefits of the 5 cents per hour wage increase recently granted thereof employees. Upon receipt of the signed copies we will have the supplement executed and a copy will be forwarded to your office.

Please note that the new rates are effective as of June 27, 1955. The employees classified as Craftsmen and who were laid off the week ending July 3rd will be entitled to receive supplemental checks covering the increased pay.

Yours very truly,

CELANESE CORPORATION OF AMERICA

W. S. Townsend, Plant Accountant

[illegible]/ojs
Encl.
cc: [illegible] A. [illegible] Coulson
[illegible] Lindsey
[illegible] Hills
[illegible] Nelson
[illegible]

28167

SUPPLEMENT TO
LABOR AGREEMENT
CONSTRUCTION AND RELATED WORK
CELANESE TUBECOL PLANT, BISHOP, TEXAS

Be it agreed, and it is hereby agreed, that Article 4, Paragraph 1B of the Labor Agreement executed March 1, 1950 between the Celanese Corporation of America and Arthur Brothers, as amended August 3, 1950, January 12, 1951, November 1, 1951, May 19, 1952, January 12, 1953, and August 3, 1953, is further amended to read as follows:

"1B. Wage rates shall be as follows:

	Classification	Straight-Time Hourly Rate
A)	Coordinator	$2.91
B)	Senior Laborer	1.33
C)	Common Laborer	1.15
D)	Craftsmen	2.66
E)	Painters	2.25
F)	Wench Truck Operators	2.15
G)	Reclamation Attendant Helper	2.05
H)	Roustabout	1.95
I)	Insulator, Second Class	2.19
J)	Apprentices and Helpers	As approved by the Celanese Engineer at the time of hiring"
K)	Other Classifications	

This supplement dated June 27, 1955 shall be effective as of this date.

ARTHUR BROTHERS:

Witness: [signature]
Witness: [signature]
Witness: [signature]

Partner C. L. Arthur
Partner [signature]
Partner R. T. Arthur

CELANESE CORPORATION OF AMERICA

Witness: [signature]

C. J. Lindsey
Plant Manager

28168

SUPPLEMENT TO
LABOR AGREEMENT
[illegible] CONSTRUCTION AND ALLIED WORK
[illegible] CHEMICAL PLANT, BISHOP, TEXAS

It is agreed, and it is hereby agreed, that Article 4, Paragraph B of the Labor Agreement executed March 1, 1950 between the Celanese Corporation of America and Arthur Brothers, as amended August 3, 1950, January 12, 1951, November 1, 1951, May 19, 1952, January 12, 1953, and August 3, 1953, is further amended to read as follows:

"B. Wage rates shall be as follows:

Classification	Straight-Time Hourly Rate
A) Coordinator	$2.91
B) Senior Laborer	1.33
C) Common Laborer	1.35
D) Craftsmen	2.66
E) Painters	2.25
F) Winch Truck Operators	2.15
G) Insulation Attendant Helper	2.05
H) Roustabout	1.95
I) Insulator, Second Class	2.19
J) Apprentices and Helpers	As approved by the Celanese Engineer at the time of hiring
K) Other Classifications	

This supplement dated June 24, 1955 shall be effective as of this date.

ARTHUR BROTHERS:

Witness,

Witness:

Witness:

Owner

Partner

Partner

CELANESE CORPORATION OF AMERICA

Witness:

Plant Manager

April 30, 1956 [illegible]

Arthur Brothers
613 South Sixth Street
Kingsville, Texas

Attn: Mr. E. L. Arthur

Gentlemen:

We are enclosing for your signature five copies of a supplement to our labor contract. This supplement covers all wage rates for Arthur Brothers employees who are assigned to our Maintenance forces and is effective April 30, 1956. Included in the supplement is a new classification which is effective April 30, 1956, "Instrument Utility Man".

Upon receipt of the signed copies, we will have the supplement executed and a copy will be forwarded to your office.

Yours very truly,

GENERAL CORPORATION OF ARIZONA

W. E. [illegible], Field Accountant

WEC/bjs
Encl.
cc: Messrs. A. L. Cochran - Corpus Christi
E. T. [illegible] - Channel
R. V. [illegible] - Channel
S. [illegible] - Channel

28170

SUPPLEMENT TO
LABOR AGREEMENT
CONSTRUCTION AND RELATED WORK
CELANESE CHEMICAL PLANT, BISHOP, TEXAS

It is agreed, and it is hereby agreed, that Article 4, Paragraph 18 of the Labor Agreement executed March 1, 1950 between the Celanese Corporation of America and Arthur Brothers, as amended August 3, 1950, January 12, 1951, November 1, 1951, May 19, 1952, January 12, 1953, August 3, 1953, and June 27, 1955, is further amended to read as follows:

"18. Wage rates shall be as follows:

Classification	Straight-Time Hourly Rate
A) Coordinator	$3.07
B) Welders	2.82
C) Pipefitters	2.82
D) Pipefitter, 2nd Class	2.52
E) Ironworker	2.82
F) Ironworker, 2nd Class	2.52
G) Carpenter	2.82
H) Truck Driver	2.28
I) Gas. Attendant Helper	2.17
J) Insulator, 2nd Class	2.52
K) Painter	2.39
L) Production Utility Man	2.26
M) Roustabout	2.07
N) Senior Laborer	1.41
O) Common Laborer	1.22
P) Other Classifications	As approved by the Celanese Engineer at the time of hiring

This supplement dated April 30, 1956 shall be effective as of this date.

ARTHUR BROTHERS:

Witness: _____ Partner

Witness: _____ Partner

Witness: _____ Partner

CELANESE CORPORATION OF AMERICA

Witness: _____

_____
Plant Manager

28171

SUPPLEMENT TO
LABOR AGREEMENT
CONSTRUCTION AND RELATED WORK
CELANESE CHEMCEL PLANT, BISHOP, TEXAS

Be it agreed, and it is hereby agreed, that Article 4, Paragraph 1B of the Labor Agreement executed March 1, 1950 between the Celanese Corporation of America and Arthur Brothers, as amended August 3, 1950, January 12, 1951, November 1, 1951, May 19, 1952, January 12, 1953, August 3, 1953, and June 27, 1955, is further amended to read as follows:

"1B. Wage rates shall be as follows:

	Classification	Straight-Time Hourly Rate
A)	Coordinator	$3.07 +14 [illegible]
B)	Welders	2.82 +14 296
C)	Pipefitters	2.82 +14 296
D)	Pipefitter, 2nd Class	2.52 +13 265
E)	Ironworker	2.82 +14 296
F)	Ironworker, 2nd Class	2.52 +13 265
G)	Carpenter	2.82 +14 296
H)	Truck Driver	2.28 +[illegible] [illegible]
I)	Rec. Attendant Helper X	Elevator → 2.17 —
J)	Insulator, 2nd Class	2.52 +13 265
K)	Painter	2.39 +12 [illegible]
L)	Production Utility Man	2.25 +11 236
M)	Roustabout	2.07 +10 [illegible]
N)	Senior Laborer Labor Foreman	1.41 +7 [illegible] 250 +[illegible] 263
O)	Common Laborer [illegible]	1.22 +6 [illegible] 185 — [illegible]
P)	Other Classifications	As approved by the Celanese Engineer at the time of hiring".

This supplement dated April 30, 1956 shall be effective as of this date.

ARTHUR BROTHERS:

Witness: Partner C. L. Arthur

Witness: Partner C. M. Arthur

Witness: Partner A. V. Arthur

CELANESE CORPORATION OF AMERICA

Witness: [signature]

C J Lindsey
Plant Manager

28172

CELANESE CORPORATION OF AMERICA
Chemcel Plant

(4)

SUPPLEMENT TO LABOR AGREEMENT
CONSTRUCTION AND RELATED WORK

Be it agreed, and it is hereby agreed, that Article 1, Paragraph 1 of the Labor Agreement executed March 1, 1950 between the Celanese Corporation of America and Arthur Brothers, as amended, is amended to read as follows:

"1. The Contractor, under the direction of the Celanese Engineer, shall furnish within forty-eight hours after written request by Celanese all labor needed for the performance of construction and other related types of work to be performed at the Celanese Chemcel Plant located near Bishop, Texas, and at the Celanese Clarkwood Plant located near Clarkwood, Texas."

Be it agreed, and it is hereby agreed, that Article 5, Paragraphs 1 and 2 of the Labor Agreement executed March 1, 1950 between the Celanese Corporation of America and Arthur Brothers, as amended, is further amended to read as follows:

"1. The Contractor's fee shall consist of a percentage of the labor costs, as described in Article 4, Paragraph 1A of this agreement for all straight time hours worked, computed in accordance with the schedule listed below. For the purpose of calculating the fee payable for straight time hours worked hereunder, labor costs shall be exclusive of Workmen's Compensation, Unemployment Insurance, Liability Insurance and all other costs except the actual amount earned as figured by multiplying hourly rates by total hours worked.

For Gross Annual Payroll Charges	Fee
First $150,000	19%
Second $150,000	18%
Third $150,000	17%
Fourth $150,000	16%
All Additional Charges	15%

"2. If overtime, or other than straight time hourly wages are authorized and paid for work performed, the contractor's fee shall be computed as follows:

A) For all payments in excess of straight time hourly payments, the contractor's fee shall consist of 10 percent (10%) of such premium payments.

B) For the straight time portion of such payments, the contractor's fee shall be computed in accordance with Article 5, Paragraph 1 above.

This Amendment shall be effective as of January 1, 1957.

ARTHUR BROTHERS:

Witness: Geraldine S. Clark — Partner C. L. Arthur

Witness: Geraldine S. Clark — Partner B. M. Arthur

Witness: Geraldine S. Clark — Partner B. F. Arthur

CELANESE CORPORATION OF AMERICA

Witness: W. B. Lawrence

Plant Manager, Che

28173

P. 1 4

May 8, 1957 WSP-3554

Arthur Brothers
613 South Sixth Street
Kingsville, Texas

Attn: Mr. C. L. Arthur

Gentlemen:

We are enclosing for your signature five copies of a supplement to our labor contract. This supplement sounds all wage rates for Arthur Brothers employees who are assigned to our Maintenance force with the exception of Utility Helper and is effective May 6, 1957.

Upon receipt of the signed copies, we will have the supplement executed and a copy will be forwarded to your office.

Yours very truly,

CHAMBER CORPORATION OF AMERICA

W. J. Townsend-Plant Accountant

WSP/ojs
Encl.
cc: Messrs. J. H. Frick - Channel
M. Lanton - Channel
G. L. Wood - Channel
Corpus Christi Office

28174

SUPPLEMENT [illegible]
LABOR AGREEMENT
CONSTRUCTION AND RELATED WORK
[illegible]

[illegible] agreed, that Article 4, Paragraph [illegible]

[illegible] between the Celanese Corporation of America and Arthur [illegible]

[illegible] August [illegible], January 12, 1951, November 1, 1951, May 19, 1952, January [illegible], 19[illegible], [illegible], June 27, 1955, and April 30, 1956, is further amended to read as follows.

(A) Wage rates shall be as follows:

Classification	Straight-Time Hourly Rate
(A) Coordinator	$3.21
(B) Welders	2.96
(C) Pipefitters	2.96
(D) Pipefitter, 2nd Class	2.65
(E) Ironworker	2.96
(F) Ironworker, 2nd Class	2.65
(G) Carpenter	2.96
(H) Truck Driver	2.39
(I) Insulator, 2nd Class	2.65
(J) Painter	2.51
(K) Production Utility Man	2.36
(L) Roustabout	2.17
(M) Senior Laborer	1.43
(N) Labor Foreman	2.53
(O) Common Laborer	1.20
(P) Utility Helper	1.85
(Q) Other Classifications	As approved by the Celanese Engineer at the time of [illegible]

This supplement dated May 6, 1957, shall be effective as of this date.

ARTHUR BROTHERS:

Witness: Partner

Witness: Partner

Witness: Partner

CELANESE CORPORATION OF AMERICA

Plant Manager

28175

May 10, 1957 WST-3563

Arthur Brothers, Inc.
813 South Sixth Street
Kingsville, Texas

Attention: Mr. R. V. Arthur

Gentlemen:

We are enclosing herewith for your files fully executed copy of the May 6, 1957 supplement to our Labor Agreement executed March 1, 1950.

Yours very truly,

CELANESE CORPORATION OF AMERICA

W. S. Townsend-Plant Accountant

WST/bjs
Encl.
cc: Corpus Christi Office
Messrs. M. Lantau - Chemcel
G. E. Wood - Chemcel
J. H. Frick - Chemcel
R. Massey - Chemcel
W. H. Baskin - Chemcel

CWD
ML
UM

28176

SUPPLEMENT NO.
LABOR AGREEMENT
CONSTRUCTION AND RELATED WORK
CELANESE CHEMICAL PLANT, BISHOP, TEXAS

Be it agreed, and it is hereby agreed, that Article 4, Paragraph 1B of the Labor Agreement executed March 1, 1950 between the Celanese Corporation of America and Arthur Brothers, as amended August 3, 1950, January 12, 1951, November 1, 1951, May 19, 1952, January 12, 1953, August 3, 1953, June 27, 1955, and April 30, 1956, is further amended to read as follows:

"1B. Wage rates shall be as follows:

Classification	Straight-Time Hourly Rate	
A) Coordinator	$3.21	
B) Welders	2.96	
C) Pipefitters	2.96	
D) Pipefitter, 2nd Class	2.65	
E) Ironworker	2.96	
F) Ironworker, 2nd Class	2.65	
G) Carpenter	2.96	
H) Truck Driver	2.39	2.49
I) Insulator, 2nd Class	2.65	
J) Painter	2.51	
K) Production Utility Man	2.36	2.46
L) Roustabout	2.17	2.26
M) Senior Laborer	1.48	1.54
N) Labor Foreman	2.63	
O) Common Laborer	1.28	
~~P) Utility Helper~~	~~1.85~~	
Q) Other Classifications	As approved by the Celanese Engineer at the time of hiring	

This supplement dated May 6, 1957, shall be effective as of this date.

ARTHUR BROTHERS:

ness:
ness:
ess:

Partner
Partner
Partner

CELANESE CORPORATION OF AMERICA

ss:

Plant Manager

December 15, 1958 RRA-47-58

Arthur Brothers, Inc.
813 South Sixth Street
Kingsville, Texas

Attention: Mr. R. V. Arthur

Gentlemen:

Enclosed is a fully executed copy of the December 12, 1958 supplement to our Labor Agreement executed March 1, 1958.

Yours very truly,

CELANESE CORPORATION OF AMERICA

R. R. Austin - Plant Accountant

RRA/mag
Encl.
cc: Corpus Christi Office
Messrs. M. Lantau - Chancel
G. E. Wood - Chancel
J. H. Frick - Chancel
R. Massey - Chancel
W. H. Baskin - Chancel

[illegible]

[illegible] agreed, [illegible] agreed, that Article 4, [illegible] executed March 1, 1950 between the Celanese Corporation of America and Arthur Brothers, as amended August 3, 1950, January 12, 1951, November 1, 1951, May 19, 1952, January 12, 1953, August 3, 1953, June 27, 1955, April 30, 1956, and December 15, 1950, as further amended to read as follows:

"1B. Wage rates shall be as follows:

	Classification	Straight-Time Hourly Rate
A)	Coordinator	[illegible]
B)	Welders	3.08
C)	Pipefitters	3.08
D)	Pipefitter, 2nd Class	2.77
E)	Ironworker	3.08
F)	Ironworker, 2nd Class	2.77
G)	Carpenter	[illegible]
H)	Truck Driver	2.49
I)	Insulator, 2nd Class	2.77
J)	Painter	[illegible]
K)	Production Utility Man	2.46
L)	Roustabout	2.25
M)	Senior Laborer	1.54
N)	Labor Foreman	2.75
O)	Common Laborer	[illegible]
P)	Warehouse Laborer	[illegible] (after 6 mos. experience)
[illegible]	[illegible]	[illegible] Celanese Engineer at the time of hiring.

This supplement [illegible] shall be effective as of this date.

ARTHUR BROTHERS

Witness: Partner

Witness: Partner

Witness: Partner

CELANESE CORPORATION OF AMERICA

Witness: Plant Manager

SUPPLEMENT TO
LABOR AGREEMENT
CONSTRUCTION AND RELATED WORK
CELANESE CHEMCEL PLANT, BISHOP, TEXAS

Be it agreed, and it is hereby agreed, that Article 4, Paragraph 1B of the [illegible] executed March 1, 1950 between the Celanese Corporation of America and Arthur Brothers, as amended August 3, 1950, January 12, 1951, November 1, 1951, May 19, 1952, January 12, 1953, August 3, 1953, June 27, 1955, April 30, 1956, and December 15, 1958, is further amended to read as follows:

"1B. Wage rates shall be as follows:

	Classification	Straight-Time Hourly Rate
A)	Coordinator	$3.33
B)	Welders	3.08
C)	Pipefitters	3.08
D)	Pipefitter, 2nd Class	2.77
E)	Ironworker	3.08
F)	Ironworker, 2nd Class	2.77
G)	Carpenter	3.08
H)	Truck Driver	2.49
I)	Insulator, 2nd Class	2.77
J)	Painter	2.61
K)	Production Utility Man	2.46
L)	Roustabout	2.26
M)	Senior Laborer	1.54
N)	Labor Foreman	2.74
O)	Common Laborer	1.33
P)	Warehouse Laborer	1.63 (After 6 mos. experience)
Q)	Other Classifications	As approved by the Celanese Engineer at the time of hiring.

This supplement dated December 15, 1958, shall be effective as of this date.

ARTHUR BROTHERS:

Partner C. L. Arthur

Partner [illegible]

Partner R. V. Arthur

CELANESE CORPORATION OF AMERICA

[illegible]

Plant Manager

Witness: C. E. Adams

Witness: C. E. Adams

Witness: S. T. Bradley

Witness: [illegible]

SUPPLEMENT TO
LABOR AGREEMENT
CONSTRUCTION AND RELATED WORK
CELANESE CHEMICAL PLANT, BISHOP, TEXAS

It is agreed, and it is hereby agreed, that Article 4, Paragraph 1B of the Labor executed March 1, 1950 between the Celanese Corporation of America and Arthur Brothers, as amended August 3, 1950, January 12, 1951, November 1, 1951, May 19, 1952, January 12, 1953, August 3, 1953, June 27, 1955, April 30, 1956, and December 15, 1958, is further amended to read as follows:

"1B. Wage rates shall be as follows:

	Classification	Straight-Time Hourly Rate
A)	Coordinator	$3.48
B)	Welders	3.22
C)	Pipefitters	3.22
D)	Pipefitter, 2nd Class	2.90
E)	Ironworker	3.22
F)	Ironworker, 2nd Class	2.90
G)	Carpenter	3.22
H)	Truck Driver	2.60
I)	Insulator, 2nd Class	2.90
J)	Painter	2.73
K)	Production Utility Man	2.57
L)	Roustabout	2.36
M)	Senior Laborer	1.61
N)	Labor Foreman	2.86
O)	Common Laborer	1.39
P)	Warehouse Laborer	1.70 (After 6 mos. experience)
Q)	Other Classifications	As approved by the Celanese Engineer at time of hiring.

This Supplement shall be effective as of December 7, 1959.

Witness:
Witness:
Witness:

ARTHUR BROTHERS:
Partner C. L. Arthur
Partner [illegible]
Partner [illegible]

CELANESE CHEMICAL COMPANY, A Div. of
CELANESE CORPORATION OF AMERICA
John M. Brooks
Plant Manager

Witness:

P. O. BOX 792

TELEPHONE LY 2-6417

ARTHUR BROTHERS

CONTRACTORS

813 SOUTH SIXTH STREET

KINGSVILLE, TEXAS

November 8, 1960

Celanese Corporation of America
P. O. Box 428
Bishop, Texas

Attention: Mr. Martin Lantau

Gentlemen:

Reference is made to our Supplemental Labor Agreement for construction and related work at the Celanese Chemcel Plant, Bishop, Texas. Due to an increase in the prevailing wage rate for welders and pipe fitters from $ 3.60 per hour to $ 3.65 per hour as agreed by the Plumbers & Pipe Fitters Local and The Associated General Contractors, we request that the rate of $ 3.65 per hour be approved effective this pay period.

Yours very truly,

ARTHUR BROTHERS, CONTRACTORS

C. L. Arthur, Partner

CLA:ca

[illegible]

[illegible]

[illegible] PLANT, [illegible]

[illegible] that Article 4, Paragraph [illegible] executed March 1, [illegible] between the Celanese Corporation of America and Arthur [illegible] August 3, 1950, January 12, 1951, November 1, 1951, May 19, 1952, January 12, 1953, August [illegible], June 27, 1955, April 30, 1956, December 15, 1958, and December 7, 1959, is further amended to read as follows:

"1B. Wage rates shall be as follows:

	Classification	Straight-Time Hourly Rate		
A)	Coordinator	[illegible]	—	—
B)	Welders	3.32	3.40	[illegible]
C)	Pipefitters	3.32	3.40	[illegible]
D)	Pipefitter, 2nd Class	2.99	3.06	3.14
E)	Ironworker	3.32	3.40	[illegible]
F)	Ironworker, 2nd Class	2.99	3.06	3.14
G)	Carpenter	3.22	—	
H)	Truck Driver	2.66	2.7[illegible]	
I)	Insulator, 2nd Class	2.99	3.[illegible]	[illegible]
J)	Painter	2.01	2.07	[illegible]
K)	Production Utility Man	2.65	2.70	[illegible]
L)	Roustabout	2.45	2.48	[illegible]
M)	Senior Laborer	1.66	1.70	[illegible]
N)	Common Laborer	1.39	[illegible]	[illegible]
O)	Warehouse Laborer	1.[illegible] (After 6 mos. experience)		
P)	Other Classifications	As approved by the Celanese Engineer at time of hiring.		

This supplement shall be effective as of November 7, 1960.

Witness: W. A. [illegible]

Witness: W. A. [illegible]

Witness: W. A. [illegible]

ARTHUR BROTHERS,
Partner C. L. Arthur
Partner C. M. Arthur
Partner [illegible] Arthur

CHEMICAL CHEMICAL COMPANY, [illegible]
Celanese Corporation of America
Central Plant
John H. Frick
Plant Manager

Witness: F. E. Feeney

[illegible]
[illegible]
[illegible]
[illegible] CHEMICAL PLANT, [illegible]

[illegible] agreed, that Article 4, Paragraph 13 of the [illegible] March 2, 1950 between the Calamose Corporation of America and [illegible] August 3, 1950, January 12, 1951, November 1, 1951, May 19, 1952, January 12, 1953, August 3, [illegible], June 27, 1955, April 30, 1956, December 15, 1958, December 7, 1959, and November 7, 1960, is further amended to read as follows:

"13. Wage rates shall be as follows:

	Classification	Straight-Time Hourly Rate
A)	Coordinator	~~[illegible]~~ 3.[illegible]
B)	~~[illegible]~~ Craftsman, 1st Class	~~3.40~~ 3.[illegible]
C)	~~[illegible]~~ Craftsman, 2nd Class	~~3.40~~ ~~3.77~~ 3.[illegible]
~~D)~~	~~Pipefitter, 2nd Class~~	~~3.00~~
~~E)~~	~~[illegible]~~	~~3.40~~
~~F)~~	~~Insulator, 2nd Class~~	~~3.00~~
G)	Carpenter	~~3.[illegible]~~
D) ~~H)~~	Truck Driver	~~2.75~~ 2.[illegible]
~~I)~~	~~Insulator, 2nd Class~~	~~3.00~~
E) ~~J)~~	Painter	~~2.67~~ 2.75
F) ~~K)~~	Production Utility Man	~~2.70~~ [illegible]
G) ~~L)~~	Scoutabout	~~2.40~~ 2.55
H) ~~M)~~	Senior Laborer	~~1.70~~ 1.75
I) ~~N)~~	Common Laborer	~~1.45~~ 1.[illegible]
J) ~~O)~~	Warehouse Laborer	~~1.75~~ (After 6 mos. [illegible])
K) ~~P)~~	Other Classifications	As approved by the Calamose Engineer at time of [illegible]

This supplement shall be effective as of October 30, 1961.

[illegible]:
Witness: C. E. Adams
Witness: W. A. [illegible]
Witness: W. D. [illegible]

[illegible]:
Partner C. L. Arthur
Partner C. M. Arthur
Partner C. T. Arthur

CALAMOSE CHEMICAL COMPANY, [illegible] of
Calamose Corporation of America
Chemical Plant

John H. Frick
JOHN H. FRICK - [illegible]

Witness: J. Feeney

November 9, 1962

Ref: JEF-467-62

Arthur Brothers, Inc.
613 South Sixth Street
Kingsville, Texas

Attention: Mr. C. L. Arthur

Gentlemen:

Enclosed is a fully executed copy of the October 29, 1962 supplement to our Labor Agreement executed March 1, 1950.

Yours very truly,

CELANESE CHEMICAL COMPANY, A Div of
Celanese Corporation of America
Chemical Plant

J. E. Feeney - Plant Accountant

JEF/bjs
Encl.
cc: Corpus Christi Office
Messrs. J. H. Frick - Chemcel
C. W. Day - Chemcel
J. E. Hankin - Chemcel
T. L. Markham - Chemcel
O. E. Wood - Chemcel

SUPPLEMENT TO
LABOR AGREEMENT
CONSTRUCTION AND RELATED WORK
CELANESE CHEMCEL PLANT, BISHOP, TEXAS

Be it agreed, and it is hereby agreed, that Article 4, Paragraph 1B of the Labor Agreement executed March 1, 1950 between the Celanese Corporation of America and Arthur Brothers, as amended August 3, 1950, January 12, 1951, November 1, 1951, May 19, 1952, January 12, 1953, August 3, 1953, June 27, 1955, April 30, 1956, December 15, 1958, December 7, 1959, November 7, 1960, and October 30, 1961, is further amended to read as follows:

"1B. Wage rates shall be as follows:

	Classification	Straight-Time Hourly Rate	
A)	Coordinator	$3.68	3.77
B)	Craftsman, 1st Class	3.49	3.58
C)	Craftsman, 2nd Class	3.14	3.22
D)	Truck Driver, Watch	2.80	2.87
E)	Painter	2.95	3.02
F)	Production Utility Man	2.77	2.84
G)	Roustabout	2.55	[illegible]
H)	Senior Laborer	1.75	1.79
I)	Common Laborer	1.48	1.51
J)	Warehouse Laborer	1.84 (After 6 mos experience)	1.88
K)	Other Classifications	As approved by the Celanese Engineer at time of hiring	

This Supplement shall be effective as of October 29, 1962.

ARTHUR BROTHERS:

Witness: William Putnam — Partner C. L. Arthur

Witness: J. H. [illegible] — Partner R. V. Arthur

Witness: E. L. Dowell — Partner [illegible] Arthur

CELANESE CHEMICAL COMPANY, A Div of
Celanese Corporation of America
Chemcel Plant

Witness: J. E. Feeney

John H. Frick
John H. Frick - Plant Manager

October 17, 1963

Ref: PFO:bjs-63

Mr. C. L. Arthur
Arthur Brothers, Inc.
813 South Sixth Street
Kingsville, Texas

Dear Sir:

Enclosed is a fully executed copy of the October 28, 1963 supplement to our Labor Agreement executed March 1, 1950.

Yours very truly,

CELANESE CHEMICAL COMPANY
A Div. of
Celanese Corporation of America
Chemcel Plant

P. F. O'Hara /ccy
P. F. O'Hara - Plant Accountant

PFO/bjs
Enclosure

cc: Messrs. J. H. Frick - Chemcel
C. W. Day
W. H. Baskin
T. L. Markham
G. E. Wood
K. R. Hosey
R. K. Russell

SUPPLEMENT TO
LABOR AGREEMENT
CONSTRUCTION AND RELATED WORK
CELANESE CHEMCEL PLANT, BISHOP, TEXAS

Be it agreed, and it is hereby agreed, that Article 4, Paragraph 1B of the Labor Agreement executed March 1, 1950 between the Celanese Corporation of America and Arthur Brothers, as amended August 3, 1950, January 12, 1951, November 1, 1951, May 19, 1952, January 12, 1953, August 3, 1953, June 27, 1955, April 30, 1956, December 15, 1958, December 7, 1959, November 7, 1960, October 30, 1961, and October 29, 1962, is further amended to read as follows:

"1B. Wage rates shall be as follows:

	Classification	Straight-Time Hourly Rate
A)	Coordinator	$3.77
B)	Craftsman, 1st Class	3.58
C)	Craftsman, 2nd Class	3.22
D)	Truck Driver, Winch	2.87
E)	Painter	3.02
F)	Production Utility Man	2.84
G)	Roustabout	2.61
H)	Senior Laborer	1.79
I)	Common Laborer	1.51
J)	Warehouse Laborer	1.88 (After 6 mos experience)
K)	Other Classifications	As approved by the Celanese Manager of Maintenance at time of hiring

This Supplement shall be effective as of October 28, 1963.

ARTHUR BROTHERS:

Witness: C.E. Adams — Partner C. L. Arthur

Witness: C.E. Adams — Partner O. M. Arthur

Witness: C.E. Adams — Partner O. V. Arthur

CELANESE CHEMICAL COMPANY, A Div of Celanese Corporation of America
Chemcel Plant
John H. Finch

28188

SUPPLEMENT TO
LABOR AGREEMENT
CONSTRUCTION AND RELATED WORK
CELANESE CHEMICAL PLANT, BISHOP, TEXAS

Be it agreed, and it is hereby agreed, that Article 4, Paragraph III of the Labor Agreement executed March 1, 1950 between the Celanese Corporation of America and Arther Brothers, as amended August 3, 1950, January 18, 1951, November 1, 1951, May 19, 1952, January 12, 1953, August 3, 1953, June 27, 1955, April 30, 1956, December 13, 1956, December 7, 1959, November 7, 1960, October 30, 1961, October 29, 1962, and October 28, 1963, is further amended to read as follows:

"III. Wage rates shall be as follows:

	Classification	Straight Time Hourly Rate
A)	Coordinator	$3.86
B)	Craftsman, 1st Class	3.67
C)	Craftsman, 2nd Class	3.30
D)	Painter	3.09
E)	Truck Driver, Winch	2.94
F)	Production Utilityman	2.91
G)	Roustabout	2.67
H)	Warehouse Laborer	1.93
I)	Senior Laborer	1.83
J)	Common Laborer	1.55
K)	Other Classifications	As approved by Celanese Manager of Maintenance at time of hiring

This supplement shall be effective as of October 19, 1964.

ARTHER BROTHERS:

Witness: C.E. Adams — Partner C.L. Arthur

Witness: C.E. Adams — Partner G.T. Arthur

Witness: C.E. Adams — Partner D.M. Arthur

CELANESE CHEMICAL COMPANY
Chemcel Plant

Witness: P.F. O'Hara — John H. Frick - Plant Manager

28180

Celanese
CHEMICAL COMPANY
A DIVISION OF CELANESE CORPORATION OF AMERICA

BOX 428
BISHOP, TEXAS
TELEPHONE: JUSTICE 4-2211

CHEMCEL PLANT

November 12, 1965

Ref: [illegible]

Arthur Brothers, Inc.
813 South Sixth Street
Kingsville, Texas

Attention: Mr. R. V. Arthur

Dear Sir:

Enclosed is a fully executed copy of the November 8, 1965 supplement to our Labor Agreement executed March 1, 1950.

Yours very truly,

CELANESE CHEMICAL COMPANY

F. L. Varnado

F. L. Varnado
Plant Accountant

FLV/bjs
Encl
cc: Messrs. J. R. Frick - Chemcel
K. R. Hosey
W. H. Baskin
F. R. Bohlender
N. J. Jordan
W. E. Noble

SUPPLEMENT TO
LABOR AGREEMENT
CONSTRUCTION AND RELATED WORK
CELANESE CHEMICAL COMPANY
CHEMCEL PLANT
BISHOP, TEXAS

Be it agreed, and it is hereby agreed, that Article 4, Paragraph 1B of the Labor Agreement executed March 1, 1950 between the Celanese Corporation of America and Arthur Brothers, as amended August 1, 1950, January 10, 1951, November 1, 1951, May 10, 1952, January 12, 1953, August 1, 1953, June 27, 1955, April 30, 1956, December 15, 1958, December 7, 1959, November 7, 1960, October 30, 1961, October 29, 1962, December 28, 1963, and October 19, 1964, is further amended to read as follows:

"1B. Wage rates shall be as follows:

	Classification	Straight Time Hourly Rate
A)	Coordinator	$3.96
B)	Craftsman, 1st Class	3.76
C)	Craftsman, 2nd Class	3.58
D)	Painter	3.17
E)	Truck Driver, Winch	3.01
F)	Production Utilityman	2.98
G)	Roustabout	2.74
H)	Warehouse Laborer	1.98
I)	Senior Laborer	1.88
J)	Common Laborer	1.69
K)	Other Classifications	As approved by Celanese Manager of Maintenance at time of hiring

This supplement shall be effective as of November 8, 1965.

ARTHUR BROTHERS:

Witness: C. E. Adams
Partner: O. M. Arthur

Witness: C. E. Adams
Partner: C. R. Arthur

Witness: A. R. Craig
Partner: O. D. Arthur

CELANESE CHEMICAL COMPANY
Chemcel Plant

Witness: F. L. Varnado
John H. Frick - Plant Manager

28101

CELANESE
CHEMICAL COMPANY

CHEMCEL PLANT

November 8, 1966

Ref: JPL-154-66

Arthur Brothers, Inc.
213 South Sixth Street
Kingsville, Texas

Attention: Mr. C. L. Arthur

Gentlemen:

Enclosed is a fully executed copy of the October 31, 1966 supplement to our Labor Agreement executed March 1, 1950.

Yours very truly,

CELANESE CHEMICAL COMPANY

J. P. Lynch
Acting Plant Accountant

JPL/hjs
Encl
cc: Messrs. J. H. Frick - Chemcel
F. L. Varnado
W. H. Baskin
P. R. Bohlender
R. S. Jones
J. R. Downing

SUPPLEMENT TO
LABOR AGREEMENT
CONSTRUCTION AND RELATED WORK
CELANESE CHEMICAL COMPANY
CHEMCEL PLANT
BISHOP, TEXAS

Be it agreed, and it is hereby agreed, that Article 4, Paragraph 13 of the Labor Agreement executed March 1, 1950 between Celanese Corporation and Arthur Brothers, as amended August 3, 1950, January 12, 1953, November 1, 1951, May 19, 1952, January 12, 1953, August 3, 1953, June 27, 1955, April 30, 1956, December 1, 1958, January 1, 1959, November 1, 1960, October 30, 1961, October 29, 1962, October 28, 1963, October 19, 1964, and November 8, 1965, is further amended to read as follows:

"13. Wage rates shall be as follows:

	Classification	Straight Time Hourly Rate
A)	Coordinator	$4.10
B)	Craftsman, 1st Class	3.60
C)	Craftsman, 2nd Class	3.30
D)	Painter	3.65
E)	Truck Driver, Winch	3.12
F)	Production Utilityman	3.03
G)	Roustabout	2.84
H)	Warehouse Laborer	2.65
I)	Senior Laborer	2.95
J)	Common Laborer	2.65
K)	Other Classifications	As approved by Celanese Manager of Maintenance at time of hiring

This supplement shall be effective as of October 31, 1966.

ARTHUR BROTHERS:

Witness: L.E. Adams
Partner: A.R. Arthur

Witness: L.E. Adams
Partner: J.M. Arthur

Witness: William Putnam
Partner: J.T. Arthur

CELANESE CHEMICAL COMPANY
Chemcel Plant

Witness: Katherine B Finley
John H. Frick - Plant Manager

28193

THIS CONTRACT entered into this First day of January, 1966, by and between CELANESE CHEMICAL COMPANY, having a place of business at Bishop, Texas, (hereinafter called "CELANESE") and ARTHUR BROTHERS, Having a place of business at Kingsville, Texas, (hereinafter called "CONTRACTOR").

WITNESSETH:

WHEREAS, CELANESE in the operation and maintenance of its plant at Bishop, Texas, may require the services of common laborers, roustabouts, mechanics, etc., for maintenance and minor construction; and

WHEREAS, CONTRACTOR represents that he possesses the qualifications and facilities for supplying the services which CELANESE may desire to avail itself of;

NOW, THEREFORE, in consideration of the promises and mutual agreements herein contained, the said parties agree as follows:

1. SCOPE OF WORK

CONTRACTOR shall furnish from time to time, to the extent that CELANESE shall request, the services of common laborers, roustabouts, mechanics, etc., to accomplish maintenance and minor construction as specified by CELANESE only the services of common laborers, roustabouts, mechanics, etc., and the necessary supervision thereof, acceptable to CELANESE, shall be included in the scope of this contract.

2. DURATION

This contract shall be in full force for the period starting January1, 1966, and ending December 31, 1966, unless terminated prior to December 31, 1965, by either party by giving the other party thirty (30) days' prior written

notice and unless earlier terminated pursuant to Provision 4 thereof.

3. COMPENSATION

For all work performed by the CONTRACTOR pursuant to requests issued by CELANESE under this contract, CELANESE shall pay to the CONTRACTOR an amount equal to the total of the following items:

A. Actual wages of CONTRACTOR'S labor at the job site devoted to the work.

B. of Item A to cover the cost of all insurance required, including but not limited to, contribution for unemployment insurance and old age benefits which the CONTRACTOR is required to pay.

C. of Item A only to cover any other costs of the CONTRACTOR, including the CONTRACTOR'S overhead and profit. No allowance will be made under this item on premium portion of any overtime pay when overtime is requested by CELANESE. The percentage quoted will be applicable to the straight time portion of the overtime pay.

4. WAGE RATES

Wages paid by the CONTRACTOR shall not exceed his prevailing scales, as shown by attached Exhibit A, without written permission by CELANESE. CONTRACTOR agrees to notify CELANESE in writing as promptly as possible in the event of any change in the scale of his rates. Failure of CELANESE and the CONTRACTOR to agree on proposed changes will be sufficient cause for either party to cancel the contract immediately.

If CELANESE requests CONTRACTOR to work for CELANESE'S account in excess of eight (8) hours per day or five (5) days per week, the overtime multiple for the CONTRACTOR'S wage rates will be one and one-half ($1\frac{1}{2}$) times the basic hourly rate, providing the CONTRACTOR

makes such payments to his employees. By acceptance of payment for overtime, the CONTRACTOR warrants that payment of such overtime has been made to his employees.

5. WORK BASIS

Work shall be performed on the basis of a forty (40) hour, five (5) day week, subject to the right of CELANESE to request a longer work week. No overtime premium and no payments for overtime work from the CONTRACTOR'S funds will be reimbursable by CELANESE, except to the extent that overtime work is authorized in advance by CELANESE.

6. PAYMENTS

Billings shall be rendered by the CONTRACTOR weekly. Payment shall be made by CELANESE within fifteen (15) days after receipt thereof. Such billings shall be accompanied by certified payrolls for labor paid to the CONTRACTOR'S employees and such other documents as CELANESE may require.

7. DELAYS

Neither party shall be liable for delays caused by fire, accident, flood, labor trouble, war, act of government or any other cause reasonably beyond its control, but shall use all reasonable efforts to minimize the extent of the delay.

8. WORKMANSHIP

Work shall be executed in the best and most workmanlike manner by qualified, careful, and efficient workers, in strict conformity with the best standard practices. CONTRACTOR shall be responsible for persons employed by him engaged on the work. None of said persons

shall constitute employees of CELANESE.

The CONTRACTOR shall at all times enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him.

9. INSURANCE

CONTRACTOR agrees he has qualified or will qualify promptly and will make all payments under the terms of the unemployment compensation law of the state in which work is performed.

CONTRACTOR shall carry insurance of minimum limits as follows:

A. Workmen's Compensation - Statutory.

B. Public Liability Bodily Injury $100,000/$300,000.

C. Public Liability Property Damage $100,000/$300,000.

D. Automotive Public Liability Bodily Injury $100,000/$300,000 and Property Damage $25,000.

Certificates indicating this insurance is in effect and a statement that the insurance companies will not cancel without first giving CELANESE ten (10) days' prior written notice must be filed with CELANESE before starting work, and shall be subject to CELANESE'S approval.

CELANESE will carry fire and windstorm insurance on equipment and materials to be incorporated in the work and on all structures. CONTRACTOR shall be responsible for damage to his property.

10. SUBCONTRACTS

CONTRACTOR shall not subcontract any work without the prior written consent of CELANESE.

11. ASSIGNMENT

This contract shall not be assignable by either party without the prior written consent of the other.

12. SAFETY AND HEALTH

CONTRACTOR shall:

A. Comply with safety practices required by law or customarily followed for this type of work, and any additional safety measures required by CELANESE. CELANESE will furnish necessary safety equipment which will be required to meet safety requirements.

B. Promptly report to CELANESE cases of death, occupational disease and disabling injuries caused by work on the job.

13. ENTIRETY

This instrument embodies the entire agreement and understanding between CELANESE CHEMICAL COMPANY and CONTRACTOR relative to the subject matter hereof, and there are no understandings, agreements, conditions, or representations, oral or written, express or implied, with reference to the subject matter hereof that are not merged herein or superseded hereby.

IN WITNESS WHEREOF, CELANESE CHEMICAL COMPANY and CONTRACTOR have caused this contract to be executed by their duly authorized representatives on the day and year first above written.

ARTHUR BROTHERS, CONTRACTORS	CELANESE CHEMICAL COMPANY
By_____	By_____
Title_____	Title_____