

To be returned

Meat # 605 (AFL)

X 10-30-45?

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CONFIDENTIAL

AGREEMENT

THIS AGREEMENT, made and entered into by and between the Phelps Dodge Mercantile Company, Bisbee, Warren and Douglas stores, hereinafter referred to as the - EMPLOYER - and Local No. 605 of the Amalgamated Meat Cutters and Butcher Workmen of North America, affiliated with the American Federation of Labor, hereinafter referred to as the - UNION.

Section 1 The union is hereby recognized as the exclusive representative for collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment of the employees of the company in its Bisbee, Warren and Douglas stores in the occupation of Journeymen Meat Cutters and Meat Cutter Apprentices.

The employer agrees that no employee will be discharged, coerced, intimidated or discriminated against because of membership or activities in the Union.

Section 2 Nine (9) hours work within a period of ten (10) consecutive hours by an employee, one (1) uninterrupted hour within each ten (10) hour period being excluded for luncheon or rest period, each employee being granted unrestricted personal liberty during such excluded hour, shall constitute the maximum regularly scheduled work-day. The maximum of fifty-four (54) hours by an individual employee during six successive days starting on the same calendar day of each week, shall constitute the regularly scheduled work-week, but no number of hours of work are guaranteed and if an employee works less than the maximum work-week he shall be paid on a pro-rata basis.

It is further provided the employer agrees not to request or require any employee to devote any time to the preparation of an inventory on any Saturday and/or on any regularly scheduled work-day preceding an observed holiday other than during the regularly scheduled work-day.

In the event a shorter basic work week is established and is applicable either by State and/or Federal Law then the provisions of this agreement shall automatically be considered modified and amended to conform with the effective date designated by such enacted law without the other part and/or parts of this agreement being affected.

It is expressly agreed that no retailing, wholesaling, cutting, preparing, receiving or delivering of any fresh meats or other meat products, including rabbits, fish and domestic fowls of any kinds, will be permitted by the employer before 8:00 a.m. or after 6:00 p.m. on any regularly scheduled work-day; all Sundays and such legal holidays as designated in this agreement to be observed being excluded as regularly scheduled work-days in their entirety.

It is specifically agreed that no employee shall be requested or required to work more than six (6) continuous hours on any regularly scheduled work-day, without being granted one (1) uninterrupted hour for luncheon and rest period.

Employees covered by this agreement shall work in excess of the nine (9) hour period on two (2) regularly scheduled work-days preceding both Thanksgiving Day and Christmas Day, such overtime to be actually paid for at rate of one and one-half (1-1/2) times the regular rate of pay. The employees covered by this agreement shall work outside of the regularly scheduled nine (9) hours if an emergency exists such as the unloading, weighing and storage of perishable goods and shall be paid for at rate and one-half (1-1/2) times the regular rate of pay.

Section 3 The Employer agrees that the following minimum rates of pay will prevail and actually exist for all employees covered by this agreement:

(a)	Journeyman Meat Cutters	\$ 170.00 per month
(b)	Extra Journeyman Meat Cutters	6.50 per day
(c)	Apprentice - First Year	85.00 per month
(d)	Apprentice - Second Year	100.00 per month
(e)	Apprentice - Third Year	120.00 per month

Pay days shall be not less than twice per month and in accordance with law.

Any employee employed to perform temporary service in any one calendar week, the aggregate of such service being less than the regularly scheduled work-week of fifty-four (54) hours, such service shall be paid for at applicable rate of pay stipulated in this agreement.

Section 4 Employees covered by this agreement shall not under any circumstances be requested or required to perform any work on the following legal holidays : New Year's Day, 4th of July, Labor Day, Thanksgiving Day, Christmas. When one of these aforementioned holidays falls on Sunday, the following Monday shall be considered a legal holiday and observed as such. In the event Phelps Dodge Corporation plans to close down on Washington's Birthday, Memorial Day or Armistice Day, then such day shall be observed as a holiday. No deduction in pay shall be made for the observance of such legal holidays.

Section 5 All employees who are now members of the Union and those who may become members shall remain members for the life of the contract as a condition of employment.

Section 6 The employer agrees that employees regardless of their classification or designation by either the employer or the union, who are receiving higher weekly rates of pay than set forth in this agreement, that such higher weekly rates of pay will not be altered in any manner whatsoever either before and/or after the signing of this agreement.

Section 7 When Journeyman Meat Cutters are available only one (1) apprentice will be permitted to work in any one (1) meat department when and where two (2) or more journeymen meat cutters are regularly and actually employed; ratio of one (1) apprentice to each two (2) journeymen meat cutters to govern in the employment of additional apprentices and no apprentice will be permitted to work regularly or more than a total of two (2) scheduled work-days in any one work-week in a meat department where less than two (2) journeymen meat cutters are regularly and actually employed. Under no circumstances will an apprentice be permitted to manage and/or operate a meat department.

Section 8 Employees shall be promoted to fill vacancies on the basis of seniority where efficiency and ability are equal. Qualification for promotion shall be determined by the employer in a fair and equitable manner.

When an apprentice has completed three (3) consecutive years in the craft with one or several employers, at the conclusion of the third year he shall be designated a journeyman meat cutter and thereafter receive weekly rate of pay stipulated for this classification.

Section 9 All linen required and used for the maintenance of proper sanitary conditions, regardless of nature, including all linen wearing apparel worn by employees during working hours, shall be furnished and laundered at the expense of the employer. All hand saw frames and all hand saw blades shall be furnished by the employer, and all hand tools belonging to the employee, regardless of their nature, shall be ground and sharpened at the expense of the employer.

Section 10 All employees coming under the jurisdiction of this agreement who have been employed for a period of twelve (12) consecutive calendar months, shall have earned a vacation of two (2) uninterrupted calendar weeks, with usual rate of pay for the entire vacation period.

The vacation period shall be designated by the employer, and the employee shall be notified not less than two (2) weeks prior to the beginning date of such vacation period.

Section 11 The union agrees that neither it nor its members will engage in union activities on the employer's time. In the event of a grievance the employer shall furnish upon request payroll information pertinent to the grievance. The employer agrees that the representatives of Local 605 can investigate the standing of employees during working hours and upon complaint make a complete investigation.

Section 12 All employees who leave their jobs to serve in the armed forces of the United States shall, during the period of such patriotic service accumulate without interruption all seniority rights and privileges. Upon completion of such service, each employee shall be restored to his former position or to a position of like seniority, status and pay, unless the employers circumstances have so changed as to make it impossible or unreasonable to do so; provided he makes application for such restoration within forty (40) days after being honorably discharged from said service, and provided further that he has not been physically disabled during the period of such service to such an extent as to render him unable to perform the duties of such position.

Selective Training and Service Act of 1940 also provides that after re-employment he shall not be discharged from such position without good and sufficient cause within one (1) year after such restoration.

Section 13 In the appointment of new employees, particularly during the present war emergency, it is expressly agreed that such appointments, in all cases, shall be known as War Service Appointments. It is further provided that such appointments generally will be only for the duration of the war and in no case will extend more than six (6) months beyond the end of the war, continuation of employment after the end of the war being entirely dependent and contingent upon the return of former employees to their previous civilian status.

Section 14 There shall be no agreements, either written or oral, between the employer and his employees that conflict with this agreement.

It is specifically agreed that this is the only agreement, either written or oral, in existence at this time, and, that it alone is operative during the entire term of this agreement.

Section 15 This agreement shall remain in effect for a period from ... Nov. 15 1942, to October 31st, 1945, and shall continue to remain in full force and effect thereafter, provided, it shall be subject to change or modification effective November 1st of any year on notice being served in writing by either party upon the other party at any time between August 1st and September 30th of such year. Following the giving of such notice, the parties shall proceed to negotiate as to the changes or modifications mentioned in the notice, the contract remaining in effect at all times until the conclusion of negotiations and an agreement upon any changes or modifications. Following such agreement, a supplement to this agreement shall be entered into and executed by the parties which supplement shall designate the changes which have been agreed upon, and except as to such changes, this agreement shall remain in full force and effect unchanged.

This agreement with such modifications as may be made as above provided in the manner above set forth shall remain continuously in full force and effect until such time as it may be terminated on notice of termination of either party between August 1st and September 30th of any year, such termination to be effective on November 1st following.

Section 16 This agreement signed at Bisbee, State of Arizona, this 15 day of Nov 1942.

PHELPS DODGE MERCANTILE COMPANY  
Employer - NAME OF FIRM - Employer

By [Signature]  
General Manager  
Title

Amalgamated Meat Cutters and Butcher Workmen  
of North America, Local Union No. 605

By (Signed) Norwald Birkon  
President

By ( " ) J. B. Stapleton  
Secretary

By \_\_\_\_\_  
\_\_\_\_\_  
Title