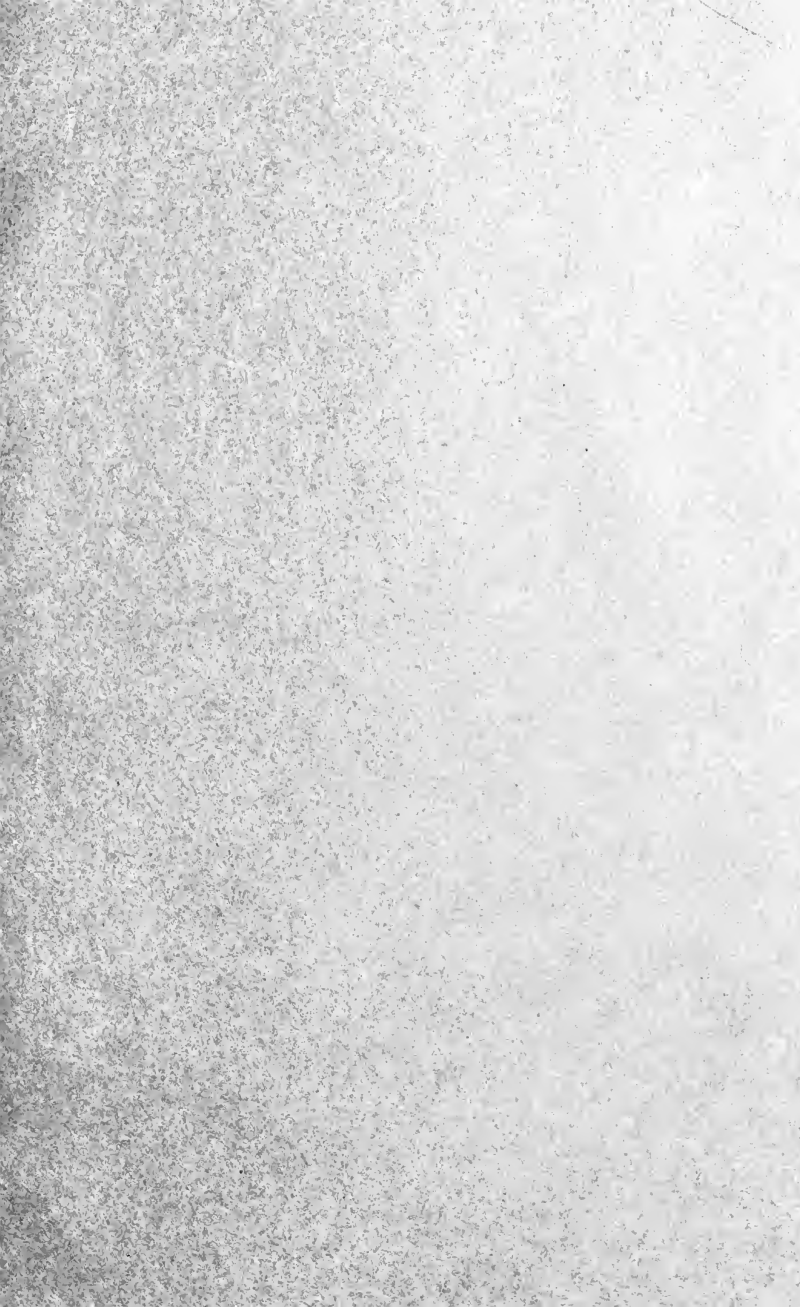
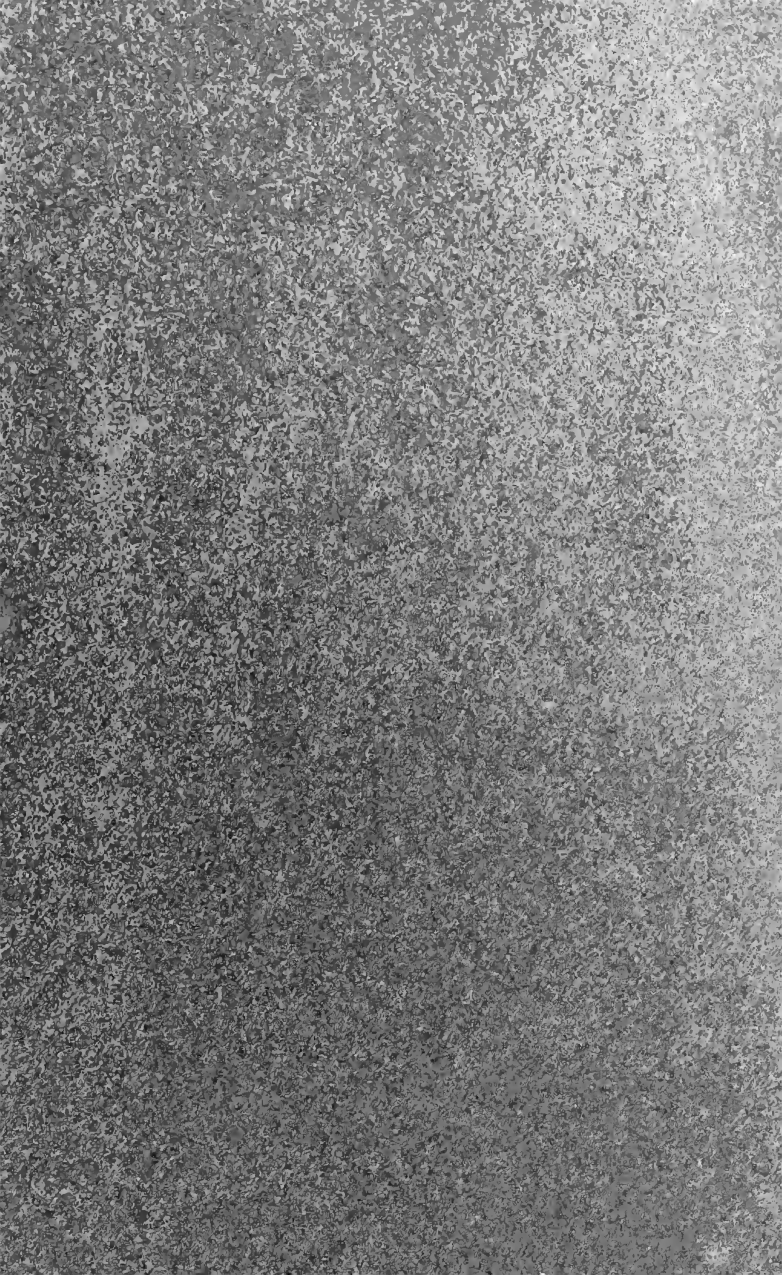


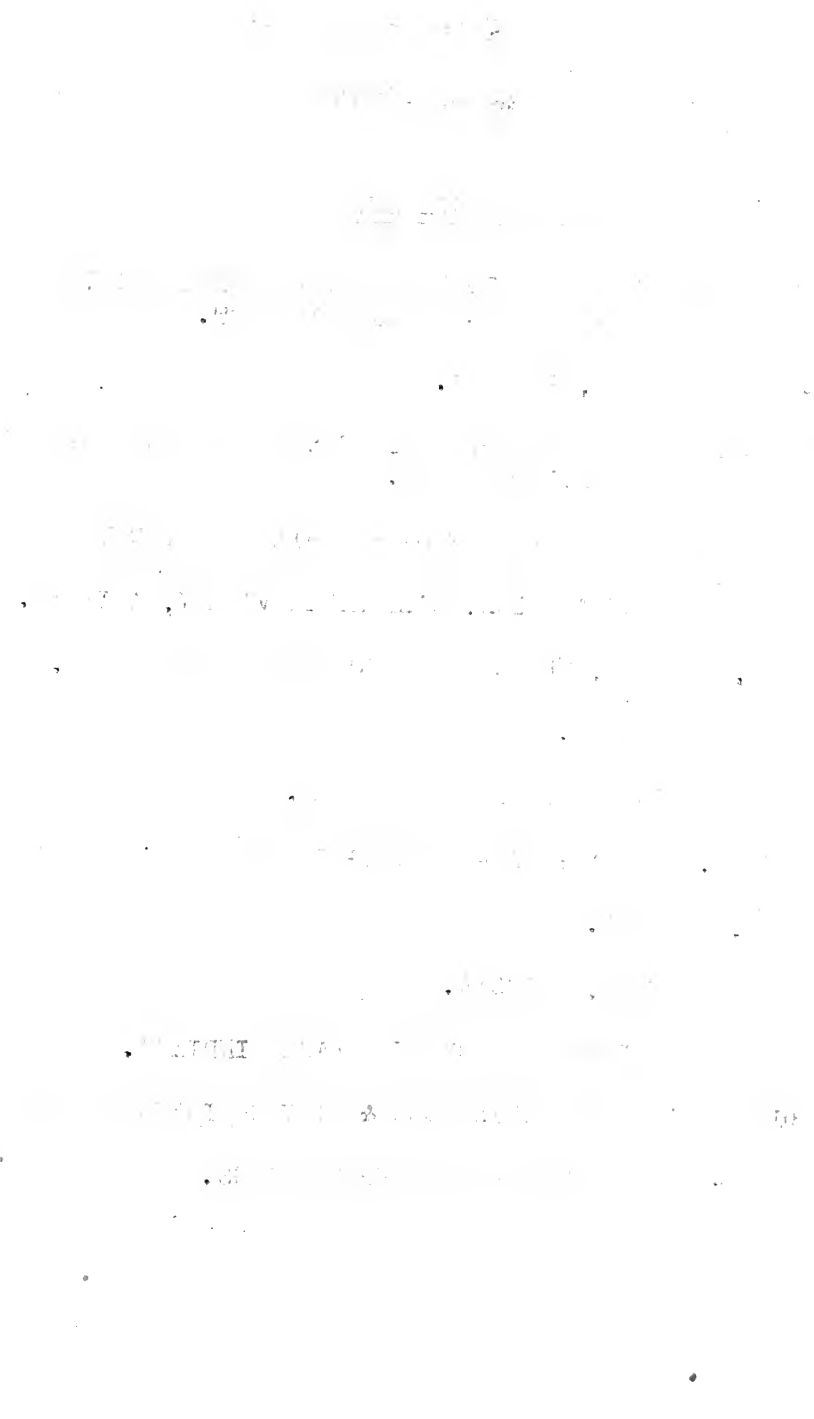
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# AGREEMENT

IN REGARD TO

## Industrial Conditions

IN THE

### Clifton-Morenci- Metcalf District



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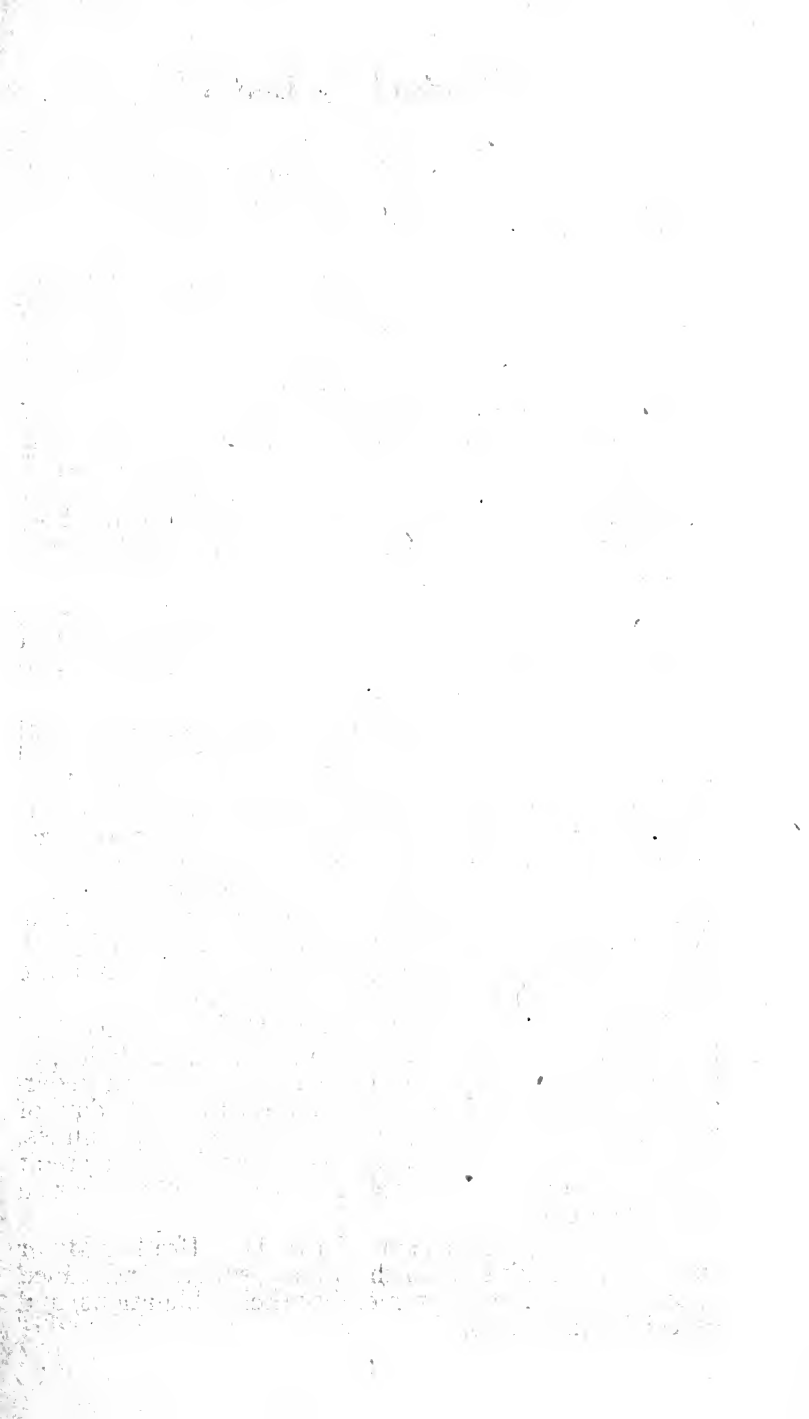
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The Arizona Copper Company, Ltd.  
The Detroit Copper Mining Company of Arizona  
Shannon Copper Company







## Introductory Letter

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CLIFTON, ARIZONA, June 20, 1916.

TO OUR BROTHERS AND COMRADES EVERYWHERE,  
GREETING:

With a heart full of gratitude to all of you for your loyal support during the dark days of our seemingly hopeless struggle here in the Clifton, Morenci and Metcalf mining districts of Arizona, and desiring that you should know the outcome and that your generosity was not entirely in vain, we hereby enclose to you a copy of our signed agreement. This agreement is not the best one in the world, but it represents and is monumental of a fight against great odds and handicaps, the enumeration of which would forever mark the brothers here who stood and fought it out, as true and faithful patriots.

A very brief review of the principal events and phases of this fight is all that can be given in a letter of this kind, but we feel that this much is due you, and it may be of some interest to you as well.

The representatives of the Western Federation of Miners, in the persons of Brothers Guy Miller and Tribolet, arrived in Clifton some time in August, 1915, and started the work of organizing the three camps. It is needless to say that the district was ripe for organization and the progress of the work was rapid, until the companies became alarmed and started the resistance. This consisted in the interruptions of meetings at various times by company hirelings, and which finally culminated in the discharging of a number of men in the mines for refusing to give up their union cards.

In the meantime Brother Guy Miller had tried to get a conference with the mine managers, but failed, as they refused absolutely to deal with the Western Federation of Miners, and consequently on the 11th day of September, 1915, the strike was called in the mines, mills and smelters, and it will ever remain to the credit of our brothers, including all nationalities, that it was a complete tie-up.

On Sunday afternoon of the 11th Brother Miller spoke to the multitude in the public square and called upon all union men to remember their obligations, and especially the crafts.

The response was prompt, as practically all work stopped from that hour all over the district, including the Arizona & New Mexico railway shops, Morenci Southern shops and all of the workshops connected with the mines, mills and smelters, and the strike was on. Most of you know what followed, as this strike is now a matter of history. You undoubtedly know how Gov. Geo. W. P. Hunt, chief executive of the state of Arizona, came to Clifton and spoke to the people, and assured them that he was the governor of all the people of the state and would see fair play. He thereupon held a consultation with the mine managers and sent out word to our boys to come to the hotel and talk with him and displayed great interest in all grievances laid before him leading up to the strike.

Governor Hunt has proven himself a valiant and an invaluable friend to the workers, and his name should be revered wherever honest workers toil, in the mines, mills, smelters and workshops of the world. Governor Hunt also contributed liberally from his own purse to aid the strikers.

There is another man whom we all know and recognize everywhere, the county sheriff, who has proven himself an exception to the general rule, a good fighter and a man among men. Jim Cash, sheriff of Greenlee county, is the man and he also proved himself a sheriff of all the people, and contrary to the general rule, gave us a square deal, and it can be duly accredited to his coolness and good judgment that no violence was committed to speak of.

Adjutant General Harris, with the state militia, were encamped here for weeks, and their presence here is now to us only a pleasant memory, for contrary to the experience with the state militia in the past strikes, it was a common occurrence with us to meet the soldier boys in town both day and night and exchange pleasant greetings with them. Adj. Gen. Harris proved himself very much of a man, and his logic and good advice at opportune times helped to allay the spirit of violence always so near the surface during labor wars.

While passing along, brothers, we desire to say a good word for the citizens and the business men, among whom we had many friends. The Becker-Franz Mercantile Co. helped us in the way of credit to the extent of about ten thousand (\$10,000) dollars, and we still owe some of it. Dick Franz was the leading spirit and stood

by us when hope was almost abandoned. We owed him at the conclusion of the strike about \$9,500 and our whole indebtedness, including other merchants' accounts, was about twenty thousand (\$20,000) dollars.

We received during the four and one-half months that we were out on strike in cash donations about twenty-four thousand (\$24,000) dollars, making the cost of support for about 9000 people, something less than fifty thousand (\$50,000) dollars. Figure this up brothers, and you will readily see that our bill of fare was meagre indeed. Of course there were some among us, such as the crafts, who received benefits from their internationals, and a few among us had money enough to carry them through, but these amounted to perhaps not over five per cent of the whole.

Of the men engaged in this strike there were perhaps about ninety (90) per cent of Mexican nationality, both native and foreign born, with a considerable sprinkling of Spaniards and Italians.

Some of the wise ones told us before the strike was called that these people could not be depended upon in case of a strike, and that they would not stand fire, but some of the older and more experienced ones, replied wait and see. These people are loyal and make good fighters, and this prophesy came true, for as ideal strikers none better have ever come under our observation, and as for heroism, fortitude, long suffering and loyalty, the much vaunted superiority of the so-called Anglo Saxon fades into a myth.

Figure a little, brothers, and you will find out that these people lived on less than half of what the average striker would consent to remain loyal on.

The great drawback in this strike was the lack of funds to feed and clothe the people. The executive committee tried to impress this fact upon the locals and internationals throughout the land, but outside of local contributions nothing further than moral support was granted.

Moral support is effective, no doubt, and it helped us to win what we hold today, but a substantial assessment by one of the great internationals of even 5 cents per month per member would, no doubt, have brought the companies to terms in short order and would have given us a most glorious victory.

The treasury of the Western Federation of Miners was depleted when the strike was called, although a

false impression went abroad here that they were able to finance it.

We gladly give them due credit, however, for the moral support given us from the Denver office, as well as the direct financial support, which was considerable considering the condition of the treasury. The moral support consisted in the issuing of twenty thousand circulars and also of putting in the field to solicit funds Bro. Guy Miller and others, whose influence was great in bringing funds to us. One of the unique donations, received here, was a fine bridle, sent by Bro. Ernest Mills, general secretary of the Western Federation of miners at Denver, but we were so busy at the time it was received that it was laid aside for further consideration.

The question arose here, more than once during the strike, as to whether the men could be called out again if we were starved into a temporary submission. And many were in doubt on this point. But now, brothers, you will no doubt be incredulous when we tell you that the hardest task the committee had to perform was to persuade these loyal brothers to accept the proposition for a settlement that was presented and return to work, and furthermore to keep them from striking again before the agreement could be formulated and the machinery thereof be put into motion.

Consequently, brothers, we have decided to keep the bridle as a reminder not to be hasty, and to hold on to what we have gained, viz: A solid unionized district with about all of the avocations among the workers organized. A Central Labor Union, with fifteen unions represented and with more to come, the prospect of peace and good will, after a fight of four months and a half, to see all industries in full blast, and with little strife and bitterness existing between the factions engaged in the fight, it gives us great pleasure to mention here the names of some of the most prominent leaders of the W. F. of Miners and the State Federation of Labor, all of whom came from Miami and Globe, Arizona, excepting one: Brothers Lester B. Doan, President Arizona State Federation of Labor; John L. Donnelly, secretary Miami W. F. of M., an invincible fighter, orator and organizer; Geo. Powell, of Miami, a labor war horse and organizer; H. S. McCluskey, organizer and chairman of strike relief committee, Miami, whose indomitable energy in rustling funds helped materially to save the day for us, and Gutierrez de Lara, orator, writer and patriot,

whose good work among our Mexican brothers here marks him as an organizer of the first class.

This array of names we have good reasons to be proud of, but space will not permit of the mention of all the valiant ones who gave all they had to give of energy and means to win this fight.

There is another important factor which entered into this controversy at an early stage and proved a pivotal point at the settlement. Upon request, Secretary Wilson, of the Department of Labor, sent into this district two very worthy gentlemen, Mr. Howell Davis and Mr. Myers, to investigate alleged abuses and the causes leading up to the strike, and with the assistance of a number of our brothers here they heard grievances of every nature and made a record of their findings, and after a stay of about two weeks they returned to their temporary headquarters at El Paso, to await results.

Some time passed, during which a conference with the managers was arranged in El Paso, Texas, where they had taken up temporary headquarters. This conference proved fruitless and also considerable correspondence that followed, until finally the strike committee received word that Messrs. Davis and Myers were coming back to Clifton with a proposition from the managers for a settlement.

The proposition was that the men were to return to work on the old scale of wages, and when work was again resumed the managers would return to Clifton and adjust all grievances as fast as possible, including consideration of the wage scale. Also that all old men would be put to work before any new men would be hired. They reserved the right, however, to discriminate against ten men, but this only affected men who had gone so far as to violate the law in their zeal to win the strike.

The managers also agreed to meet a general conference committee at their earliest convenience, representing all departments in the mines, mills and smelters and mechanical departments in the district. This was done and the enclosed agreement is the result of a conference which lasted more than two weeks.

Now, brothers, we desire to emphasize the very important fact that Messrs. Davis and Myers, representing the U. S. government, constituted themselves the third party to the contract, and agreed to see to it that the companies lived up to their part of the agreement and

were with us at each daily session of the conference.

We can safely say also that had it not been for the Department of Labor and the good work performed by its representatives, there would have been no settlement here, and probably chaos would have been the result.

We should bear this in mind when future troubles arise; this department was created for us, and the secretary, the Hon. Mr. Wilson, is truly a representative of labor. It is the most important department of all and let us make use of it. In bringing this letter to a close we desire to thank you one and all for your loyalty to us in the hours of our direct need. We aspire to acquit ourselves in future as becomes good union men in all our dealings with employers and our fellow workers.

We hope to give a good account of ourselves in the future battles of the workers for better conditions, whether it be on the firing line or in furnishing the munitions of war.

Labor Forward is the watchword here now, brothers. On the 22d, 23d and 24th of May we started the ball rolling for a solid union district and not one will escape us. Agitate, educate, organize, for in the perfect solidarity of the working class, both industrially and politically, we will reach the coveted goal of entire emancipation from wage slavery and realize fully the joy and glory of industrial liberty.

With best wishes to all, we remain,

Yours Fraternaly,

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Chmn. Strike Central Committee.

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Sec. Strike Central Committee.

*Ed. E. Johnson*

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# AGREEMENT

IN REGARD TO

## Industrial Conditions

IN THE

### Clifton-Morenci-Metcalf District

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The following general rules of working conditions and wages in the Clifton-Morenci-Metcalf District were agreed upon in a joint conference between the respective managers, Mr. Norman Carmichael, general manager the Arizona Copper Co., Ltd.; Mr. M. H. McLean, general manager The Detroit Copper Mining Co. of Arizona, and Mr. J. W. Bennie, general manager Shannon Copper Co., and a committee of seventeen employees, representing all men employed in the district.

These rules are to apply to all men working in the mines, mills, smelters and workshops in the district, and will be posted in proper and conspicuous places for the guidance of both parties to this agreement in their mutual relation as employers and employed.

There shall be on the part of the company and its employees a strict observance of the federal and state laws respecting mining and labor and of the company's rules and regulations supplementing the same.

The right to hire and discharge, the management of the properties and the direction of the working forces, shall be vested exclusively in the company and, except as expressly provided, this right shall not be abridged by anything contained herein.

It is understood and agreed that all operations shall be conducted upon the open shop principle, and no discrimination against union or non-union men on account of their affiliation or non-affiliation will be practiced by employers or employees; the Western Federation of miners always excepted.

Every employee shall have the right of ultimate appeal to the manager of the company concerning any condition or treatment to which he may be subjected and which he may deem unfair, and nothing contained herein shall forfeit to him this right.

Employees shall not be obliged to trade at the com-



pany stores, but shall be at perfect liberty to purchase goods wherever they may choose to do so.

Any employee charged or entrusted with the employment of any workmen or laborers, or with the continuance of workmen or laborers in employment, who shall be found guilty of demanding or receiving, either directly or indirectly from any workman or laborer, employed through his agency or worked or continued in employment under his direction or control, any fee, commission or gratuity of any kind or nature, as the price or condition of the employment of any such workman or laborer, or as the price or condition of his continuance in such employment, shall be immediately discharged, and may be prosecuted to the full extent of the law.

Any employee, workman or laborer who may be found guilty of offering or receiving, directly or indirectly, any fee, commission or gratuity, of any kind or nature, as the price or condition of his employment, or continuance in employment, on behalf of himself or any other person, shall be instantly dismissed.

## **New Wage Scale to Take Effect on March 1, 1916.**

The companies agree to give their employees the following increases in wages over the wage scale in effect during the month of February, 1916.

1. Employees receiving, in February 1916, on the 13 cent base between twenty and one-half cents and twenty-four and one-half cents per hour inclusive, will be given an increase of ten per cent when copper sells for thirteen cents (13c) and over, with a minimum wage of Two Dollars (\$2.00) per day of eight (8) hours, and nothing less than Two Dollars (\$2.00) per day will be paid to common labor in the district when copper sells at thirteen cents (13c) per pound or over.

2. Employees receiving in February, 1916, on the 13-cent base between twenty-five cents and thirty-three and one-half cents per hour inclusive, will be given an increase of ten per cent when copper sells for thirteen cents (13c), fourteen cents (14c), fifteen cents (15c), and sixteen cents (16c).

3. Employees receiving in February, 1916, on the 13-cent base between twenty-five cents and thirty-three

and one-half cents per hour inclusive, will be given an increase of fifteen per cent when copper sells at seventeen cents (17c) and over.

4. Employees receiving in February, 1916, on the 13-cent base between thirty-four and thirty-seven cents per hour inclusive, will be given an increase of five per cent when copper sells for thirteen cents (13c), fourteen cents (14c), fifteen cents (15c) and sixteen cents (16c).

5. Employees receiving in February, 1916, on the 13-cent base between thirty-four cents and thirty-seven cents per hour inclusive, will be given an increase of ten per cent when copper sells for seventeen cents (17c) and over.

6. Employees receiving in February, 1916, on the 13-cent base between thirty-seven and one-half and forty-five cents per hour inclusive, will receive an increase of five per cent when copper sells for seventeen cents (17c) and over.

7. The following Mechanical crafts receiving in February, 1916, from forty-six and one-half cents to forty-nine and one-half cents per hour inclusive, on 13-cent base, will be advanced to fifty cents (50c) per hour:

Journeyman Machinists.  
Journeyman Boilermakers.  
Journeyman Blacksmiths.  
Journeyman Coppersmiths.  
Journeyman Carpenters.  
Journeyman Electricians.  
Journeyman Steamfitters.

This wage is based upon thirteen cent (13c) copper, and will advance with the sliding scale to twenty-six cent (26c) copper inclusive.

8. The present sliding scale of rates to remain in effect.

9. Wages will be paid on the average price of electrolytic copper for the previous month, as published by the Engineering and Mining Journal.

## **Annual Election of Grievance Committees.**

10. Employees in each Department or District shall annually elect from among their number representatives to act on their behalf with respect to matters

pertaining to their employment, working and living conditions, the adjustment of differences, and such other matters as may be of mutual concern and interest.

### **Time, Place and Method of Calling Annual Elections, and Persons Entitled to be Present and Participate in the Election of Representatives.**

11. The annual election by employees of their representatives shall be held in the several departments or districts on the second pay day in December. Notices of the elections indicating their time and place, as well as the number of representatives to be elected, shall be publicly posted in each department, or district, a week in advance. All workmen, with the exception of officials, foremen, shift bosses and salaried employees in the employ of the company at the time of the election shall be entitled to vote.

### **Nomination and Election of Representatives.**

12. To facilitate the nomination and election of employees' representatives, and to insure freedom of choice, both nomination and election shall be by secret ballot under conditions calculated to insure an impartial count. The company shall provide ballot boxes and blank ballots for purposes of nomination and election. Each employee entitled to vote shall be given a nomination ballot on which he shall write the names of the persons whom he desires to nominate as representatives and deposit the nomination ballot in the ballot box. Each employee may nominate twice as many representatives as the department or district is entitled to elect, and of which public notice has been given. Employees unable to write may ask any of their fellow employees to write for them on their ballots the names of the persons they desire to nominate; but in the event of any nomination ballot containing more names than twice the number of representatives to which the department or district is entitled to elect, the ballot shall not be counted. The persons, to the number of twice as many representatives as the department or district is entitled to elect, receiving the highest number of nomination votes shall be regarded as the duly nominated candidates for employees' representatives and shall be voted upon as hereinafter provided. (For example: If a

department or district is entitled to three representatives, the six persons receiving the largest number of nomination votes shall be regarded as the duly nominated candidates. If the department or district is entitled to five representatives, then the ten persons receiving the largest number, etc.).

All members of grievance committees shall be employees of the departments which they are to represent.

Vacancies shall be filled by special election within thirty days in the department or district affected.

### **Counting of Nomination and Election Ballots.**

13. One representative of the company and one representative of the employees, who shall be the chairman of the retiring committee, shall act as tellers and take charge of the ballot box containing the nomination votes and shall make out the list of the duly nominated candidates, which they shall certify to, and make returns of, to the General Manager, who shall cause same to be posted at the various time offices. These names shall be printed on a ballot which will be presented to the men, to be voted upon on the next succeeding election day. Balloting for nominations shall be held at least one week prior to the regular election, and notice of such balloting for nominations shall be duly posted. The election of the committees shall be by secret ballot from among the candidates nominated, the same procedure to be followed as in the case of the balloting for nominations. In case of any dispute arising regarding these elections, the same shall be referred to the General Manager, whose decision shall be final.

### **Organization of Grievance Committees.**

14. In the Arizona Copper Company, Limited, there shall be a Grievance Committee for each department or district specified in the notice calling election, which shall be composed of the departmental representatives of these districts, and the chairman and secretary chosen by the departmental representatives of such department or district shall be the chairman and secretary of said committee.

In the Detroit Copper Mining Company of Arizona there shall be a committee for each department or district, and to the number specified in the notices calling election. Each departmental committee shall choose one from among their number to act as chairman. The chair-

men of these departmental committees shall compose the grievance committee. This grievance committee shall select a chairman and secretary from among their number.

In the Shannon Copper Company there shall be a grievance committee for each department or district specified in the notice calling election, which shall be composed of the departmental representatives of those districts, and the chairman and secretary chosen by the departmental representatives of such department or district shall be the chairman and secretary of said committee.

### **Duties of Departmental Representatives.**

15. It shall be the duty of departmental representatives to investigate trouble of any nature in their respective departments or districts and all complaints made to them by employees, and to adjust them if possible, it being distinctly understood that no investigations of any nature whatever shall be undertaken during working hours.

In case no adjustment can be made, they shall report the same to the grievance committee having jurisdiction of the department or district.

### **Duties of Grievance Committees.**

16. The grievance committee having jurisdiction shall hear anew all matters presented by the departmental or district representatives, and if by them deemed proper, such matters shall be by said committee reported to the general manager of the company affected for consideration; if not so presented, the case shall be deemed closed. The secretaries of grievance committees shall keep a record of their proceedings which shall be open to the inspection of the general manager.

The grievance committees shall meet once a week or as often as they deem necessary, outside of working hours, at which all members shall be present if possible. They shall meet with the general manager by arrangement at stated intervals to discuss any matters pertaining to the welfare of the workmen or the industry in general. In case of emergency the general manager will endeavor to meet with the grievance committees at any time at their request.

The chairmen and secretaries of the grievance committees shall receive two day's extra pay per month at

their usual rate; members shall receive one day's extra pay per month.

## **Subjects that May Properly Come Before Grievance Committees.**

17. Complaints regarding working conditions.

Complaints regarding treatment by any overseer, foreman, shift boss, etc.

Complaints regarding discrimination in employment.

Complaints regarding uncalled for dismissal.

Complaints against Hospital or Medical Departments.

18. When an employee has been discharged, if he desires to claim reinstatement, he shall present his case to the grievance committee and it shall be by them investigated within five days from the date of discharge. If the grievance committee shall decide the case a proper one to present to the general manager, it shall be presented within the five days from the date of discharge, and if not so presented, the case shall be closed and the discharge final. If presented to the general manager and the discharged employee is found to have been discharged without sufficient cause, he shall be reinstated and shall be paid for lost time. If the discharged employee was at fault, but the manager is willing to reinstate him, he may be reinstated without pay for lost time.

19. Employees believing themselves to be subjected to unfair conditions or treatment, before presenting any grievance to the manager, shall first seek to have differences or the conditions complained about adjusted by conference, in person or through their representatives, with the superintendent of the department in which he is employed. If having failed to secure satisfactory adjustment of the same through the superintendent of the department, they may present their grievances to the manager in the manner provided.

20. Work shall be carried on as usual during the investigation of any grievance.

Any employee or group of employees agitating and quitting work, or causing others to quit work, on account of any grievance, without first submitting such grievance to properly constituted grievance committee to be investigated and adjusted, if possible, will forfeit the right to protection or support of his or their fellow employees,

and cannot be reinstated without the consent of the general manager.

21. Foremen and shift bosses shall not be affected by anything contained in this agreement.

### **Complaints that Will Not Properly Come Before Grievance Committees.**

22. Disputes regarding accounts. These must be taken up by complaint individually through general manager, or by proper official at general office.

### **Joint Conference Committee.**

23. In case of a general grievance affecting the whole district, a joint conference committee shall represent the employees, and shall consist of twelve members as follows:

The chairman and secretary of the grievance committee of each of the three districts for the Arizona Copper Company, Limited; the chairman of each of the four departments for the Detroit Copper Mining Company of Arizona; and the chairman of each of the two districts for the Shannon Copper Company.

24. The final conclusion of both parties to this agreement is that justice and equity shall prevail in their relations as employers and employees, and that a fair day's work, a fair day's pay, and the common courtesy due to all in their business relations of life be observed.

THE ARIZONA COPPER COMPANY, LTD.,  
By NORMAN CARMICHAEL, General Manager.

THE DETROIT COPPER MINING COMPANY  
OF ARIZONA,  
By M. H. McLEAN, General Manager.

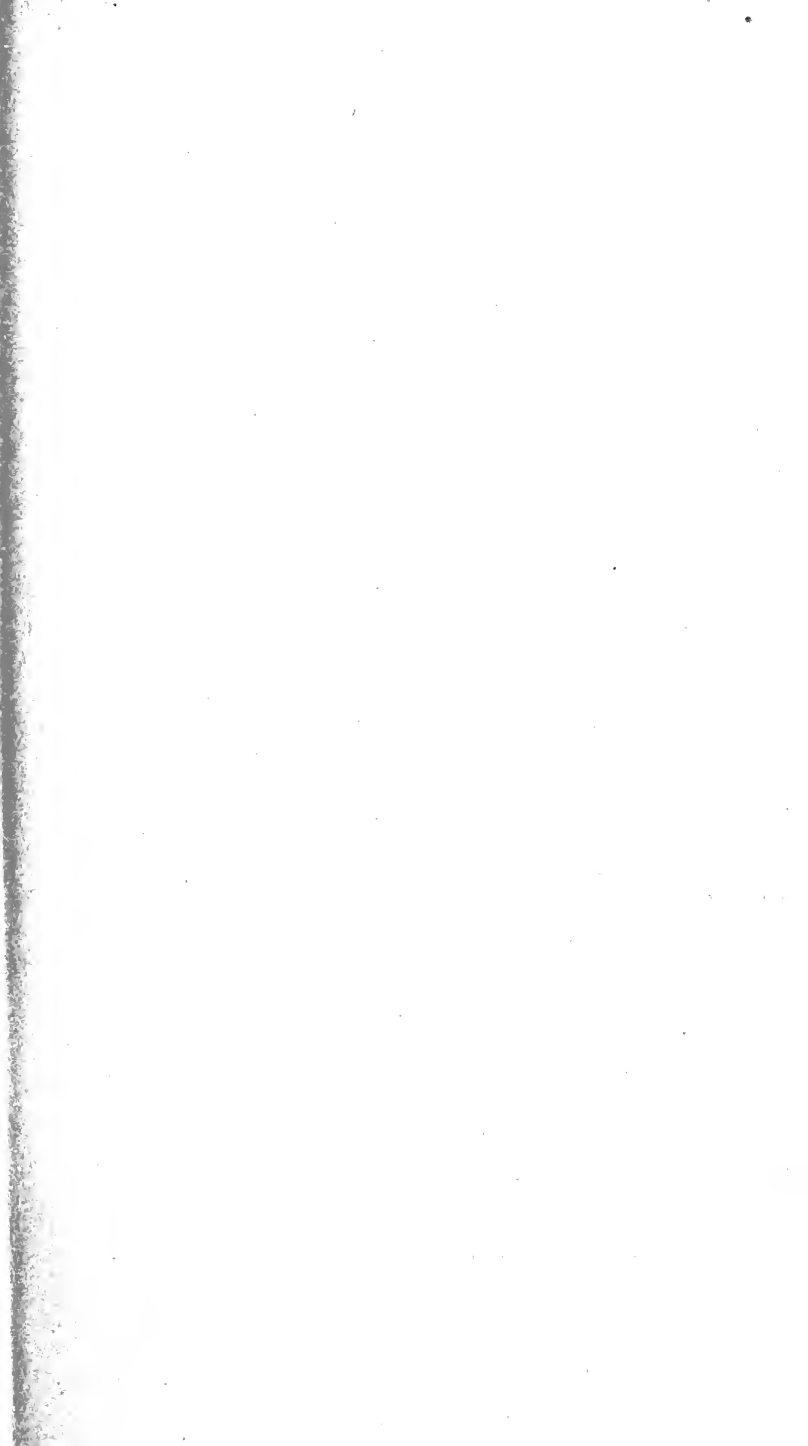
SHANNON COPPER COMPANY,  
By J. W. BENNIE, General Manager.

EMPLOYEES' COMMITTEE: Theodore Hollingsworth, C. S. Edmondson, C. Duval, Dick Walsh, Rudolph Palacio, Sam Bridges, Canuto A. Vargos, Ignacio Aja, Santiago Eras, Lidio Dominguez, C. C. Smith, Frank J. Starr, Jose Bernal, Noberto Gonzales, Hilario Penas, Francisco Maese, Encarnacion Lucero.

THEODORE HOLLINGSWORTH, Chairman.  
CHAS. S. EDMONDSON, Secretary.







Miami Ptg. Co.  Miami, Arizona  
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