



[Duplicate copy of agreement b/t Stahl and his net factory employees (unsigned)]

February 13, 1943

AGREEMENT

This agreement made at Poston, Arizona, this 13th day of February 1943, between John M. Stahl, the employer, and his employees, and approved by the Project Director of the Colorado River War Relocation Project, Poston, Arizona, WITNESSES;

In consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

1. The purpose of this agreement is to establish and maintain harmonious working relations so that the camouflage net factory in Poston may operate at the greatest possible production and efficiency.
2. Compliance with laws. The employer agrees that he will comply at all times with all Federal and State laws, regulations, and orders applicable to the operation of the factory.
3. Hours. Eight hours shall constitute a day's work and fourty hours a week's work. A week shall be a seven day period from 5:00 P.M. Saturday to 5:00 P.M. Saturday. The working day may be changed by agreement between the employer and the worker to permit a shorter working day while still maintaining a fourty hour week, such as, five seven-hour days and one five-hour day. In no case shall the regular work day exceed eight hours or the regular work week exceed six days.
4. Factory Committee. The employer agrees to recognize a committee elected by the factory workers as the sole bargaining representative for all of the workers. This Committee shall be known as the Factory Committee.
5. Grievances. All grievances shall be referred to the factory committee through its chairman or a departmental steward.
6. Arbitration. Any grievance that cannot be settled between the factory committee and the employer shall be referred to arbitration. The arbitration board shall consist of one person named by the employer and one person named by the committee, a third person selected by these two. In the event that the first two members cannot agree on a third member, he shall be selected by the Project Director. The board's decision shall be final and binding on both parties. Arbitration shall be limited to considerations other than wages, or items involving excessive extra cost to the employer; both are definitely limited under the terms of the existing contract between the employer and the United States Engineers.
7. Wages. The weavers are to receive 48¢ per hundred sq. ft. of garnished nets.

The non-weaving workers, exclusive of foremen, supervisors, and staisticians, shall receive a wage equal to the average wage of all weavers who have been employed during the two preceding pay periods.

The foreman and staistician shall receive the wages of the non-weavers plus 10% in excess of the non-weavers' wages. The supervisors shall receive the wages of the non-weavers plus 20% in excess of the non-weavers' wages.

The non-weaving workers shall be paid on the 15th of each month, on the general average wage of the current half of the month of all weavers who have received two prior pay checks. They shall be paid at the end of each month a wage computed on a general average wage for the entire current month of all weavers pay who have received two prior pay checks less the payment made to said non-weaving workers on the 15th day of that month. The current month shall be the basis on which the average non-weaver's pay is based. The average shall be computed on the monthly average. Any non-weaving worker leaving or having his employment terminated during the month shall be allowed any excess pay that would be due him after the general average monthly wage has been computed. The pay of the non-weavers for the month of February 1943 shall be based on the average of all those weavers garnishing over 1000 sq. ft. per day.

8. Overtime. All work performed in excess of the regular work day or in excess of fourty hours per week shall be paid at one and one half times the ragular rate of pay. Weavers shall receive 72¢ per hundred sq. ft., and non-weavers exclusive of supervisors, foreman and statisticians shall receive 99¢ per hour; and the supervisors shall receive \$1.18 per hour.
9. Working and Miscellaneous conditions. The employer agrees to hire sufficient non-weaver help so as to permit the weavers to spend the maximum possible time at weaving provided, however, that at no time shall there be employed non-weaver help in excess of 18% of the entire number of weavers. In the event there is a dispute as to the number of non-weaver help to be employed, either party may arbitrate the matter before the arbitration board as provided in this contract except that the maximum of the 18% as herein provided shall not be exceeded. In the event the employer desires to have the maximum of the 18% non-weaver help reduced by reason of the installation of electric motors for the cutting machines and the parties cannot agree to such maximum, then the employer may arbitrate the matter before the arbitration board for a decision and the board must determine the percentage of 18% less the percentage saved. This provision shall be applicable only for a three month's period and the end of which time the parties agree to negotiate a permanent manner in which the number of non-weaver help may be determined. In the event the parties cannot agree than the matter shall be arbitrated by the arbitration board as herein established.
10. The weavers will not correct on their own time those mistakes caused by faulty material. The employer agrees to confere with the shop steward about the insufficiency of work at least 18 hours before the beginning of a work day.

The employer agrees to furnish all reasonable utilities and facilities for the operation of the factory and in addition agrees to furnish sanitary facilities and supplies. The employer agrees to do everything in his power to make working conditions as comfortable and as pleasant as possible.

11. Effective date of contract. The provisions of this contract shall be retroactive and be considered as in full force and effect as of February 3, 1943.
12. Termination of contract. This contract shall automaticly expire simultaneously with the expiration of or at the time of the renegotiations of the employer's contract with the United States Engineers. Notice of termination or negotiations of employer's contract shall be given to parties interested.
13. Efficiency. The workers agree to maintain a high standard of efficiency and not to call any strikes, slow-downs, or stoppages of work so long as this agreement is adhered to by the employer.

The employer agrees not to cause any lock-outs so long as this agreement is adhered to by the workers.

IN WITNESS WHEREOF the parties hereto have hereunto set their hand and seal on the date here and above mentioned.

(LS)

John M. Stahl, employer

(LS)

Franklyn Sugiyama, Chairman

Temporary Community Council, I

Approved: W. Wade Head

Project Director