

AGREEMENT

Retail & Employees #201
Akron, Ohio
Dec. 5, 1940

Entered into this December fifth Nineteen Hundred
Thirty-nine by and between the United Retail & Wholesale Employees
of America Local No. 201 of Akron, Ohio affiliated with the
Congress of Industrial Organization, and hereinafter referred to
as the Union, and The Ideal Frocks Inc. operating in the City of
Cuyahoga Falls, Ohio, hereinafter referred to as the Employer.

WITNESSETH

Whereas, it is the intent and purpose of the parties hereto
that this agreement will promote and improve industrial and
economic relationships between the employer and its employees,
and to set forth herein the basic agreement covering the rates of
pay, hours of work and conditions of employment to be observed
between the parties hereto.

ARTICLE I. The Employer agrees to employ and retain in its
employ none but members in good standing of the Union and who are
certified by the Union to be in good standing, and upon notificat-
ion of the Union that an employee is not in good standing, or is
no longer a member of the Union, to discharge said employee or
to have said employee discharged at the end of the week or day,
depending upon whether he or she is a daily or weekly worker.

ARTICLE II. The Union agrees to lease, and the Employer agrees
to hire, for the period of this agreement, a Union Store Card
No. 449 which shall remain the property of the Union, at a rental
of Five Dollars (\$5.00) yearly; and the Employer agrees that any
breach or violation of any of the provisions of this agreement
shall be sufficient cause for the removal of the said Union Store
Card by the Union.

ARTICLE III. Eight (8) hours shall constitute a days work.
Forty-Four (44) hours shall constitute a week's work. All work
done in excess of eight (8) in any one day or forty-four (44)
hours in any one week shall be paid at the rate of one and one-
half times the regular rate. At no time will an employee be
required to work longer than forty-eight (48) hours in any one

ARTICLE III. Cont.

week. At no time will any female employee be required to work longer than four (4) hours in any one period without a rest or lunch period of one (1) hour. All hours of work shall run consecutively in so far as each day is concerned, except one hour off for lunch.

ARTICLE IV. The Minimum weekly wage for all female employees shall be sixteen dollars (\$16.00) per week, based on a forty-four (44) hour week.

ARTICLE V. All extra female employees that have less than six (6) months with the employer shall be paid at the rate of thirty-five (35¢) per hour. All female employees with six months (6) or more service shall be paid pro rata per hour based on sixteen (\$16.00) dollars per week, based on a forty-four (44) hour week. When extra employees are hired they shall work at least four (4) consecutive hours or shall receive the equivalent in pay.

ARTICLE VI. Overtime shall be paid for by the Employer at the rate of one and one-half ($1\frac{1}{2}$) the regular rate, and double time for Sundays and holidays as prescribed herein. All overtime to be paid in cash and not in time off. Work performed on Sundays, New Years Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day, shall be paid for at the rate of time and one-half, provided when any of the above holidays fall on Sunday, the day observed by the State, Nation or proclamation shall be observed.

ARTICLE VII. All employees having worked for the Employer for one (1) year shall receive one (1) full weeks vacation with pay. All employees having worked for the Employer two (2) years or more shall receive two (2) weeks vacation with pay. All vacation days to run consecutively. Compensation for vacations to be made prior to week of vacation.

ARTICLE VIII. In case of lay-offs or re-hiring, seniority shall prevail. The Employer shall give one week's notice or one week's pay. All members of the Union shall give one week's notice to the Employer in case of ending service. Employees shall not suffer discrimination by reason of serving or performing the function of a Steward or Committeeman, and Employer shall meet with the Store Committee or Union Representative at any reasonable time and no committeeman shall suffer loss of pay when so servicing. It is agreed that in no event shall the entry of a new and additional partner or stockholder in the firm be sufficient cause for the discharge of any of the employees employed by the Employer under any circumstances what so ever.

ARTICLE IX. The Employer shall at all times have the right to dismiss any employee for just cause. In the event it shall be finally decided, under the terms of this agreement, that an injustice has been done the employee with regards to the discharge the Employer shall reinstate such employee and pay full compensation at the employee's regular rate of pay for the time lost. All such cases of discharge shall be disposed of within ten (10) days from date of discharge. The Employer shall share the work equally among all steady workers before any lay-offs shall occur. In the event that it is necessary to lay-off workers the last hired shall be the first laid off. In the event of re-hiring the last laid off shall be the first to be re-hired.

ARTICLE X. The Employer agrees to recognize and deal with the Grievance Committee representing the employees of the Employer. If any grievance affecting any employee or employees results from a dismissal or a complaint, the affected employee or the Grievance Committee shall take up the grievance with the representative of the Employer of the store. If unsuccessful in adjusting the grievance, the Committee shall take up the matter with the Store Manager, and if such grievance is still not adjusted, it shall then be taken up between representatives of the Union and the Owner of such Store or Stores.

ARTICLE XI. It is agreed that only managers and salesclerks shall do such work as clerking, packing etc.

ARTICLE XII. All employees shall be allowed seven (7) days sick leave with pay in one year provided a doctor's certificate is presented.

ARTICLE XIII. The company agrees that it will conform to and comply with all requirements as to safety, health, sanitation and working conditions as required by the Department of Health, the Department of Labor or by any governmental or administrative body having a jurisdiction over the store operated by the company.

ARTICLE XIV. An authorized representative or officer of the Union shall have free access at reasonable hours to the store or stores conducted by the Employer at all times for the purpose of communicating with the employees therein or for the purpose of conferring with the Employer.

ARTICLE XV. Nothing in this agreement shall be construed as limiting the application of any provision of the Fair Labor Standards Act or any order or regulation handed down by the administrator of this Act.

ARTICLE XVI. The parties to this agreement mutually agrees to be bound by the terms, covenants and conditions of this agreement for the period of one (1) year from the date hereof, at which time the said agreement shall be terminated. This agreement covers the store or stores owned and operated by The Ideal Frocks Inc. and located at Cuyahoga Falls (Front Street) City of Cuyahoga Falls State of Ohio.

ARTICLE XVII. IN WITNESS WHEREOF, The parties hereto have caused those present to be signed by their respective representatives, the day and year first above written.

UNITED RETAIL & WHOLESALE EMPLOYEES
OF AMERICA.

LOCAL No. 201 of Akron, Ohio.

Affiliated with the Congress of
Industrial Organizations.

By Lena Bunch
Local No. 201 C.I.O.

By Mrs. Mabel B. Blinson
Ideal Frocks Inc.

IN WITNESS

IN PRESENCE OF:

Mrs. H. McCracken
Berlin Gallagher