

Cleveland, Ohio

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Cleveland

A G R E E M E N T

THIS AGREEMENT made and entered into this 5th day of November, 1934, by and between CORT SHOES, INC., (an Ohio corporation) of Cleveland, Ohio, hereinafter called the "Employer", and those of its male employees who are employed by the Employer exclusively as salesmen (not managers) in its stores in Cleveland, Ohio, and who now desire to be represented by and are members of Retail Clerks' Local Union No. 709, an affiliate of the American Federation of Labor, hereinafter called the "Employees",

W I T N E S S E T H

That whereas, said Employees are members of said Retail Clerks' Local Union No. 709, hereinafter called the "Union", and have designated said association as their duly authorized representative in dealing and bargaining collectively with said Employer; and

Whereas, negotiations have been carried on between said Employer and said representative association; and

Whereas, the parties hereto desire to agree and by these presents have agreed upon the terms relating to wages, hours and working conditions for said Employees:

NOW, THEREFORE, in consideration of the promises, agreements and covenants of the parties each to the other as hereinafter set forth, it is mutually agreed by and between the parties, as follows:

ITEM I. THE EMPLOYEES AGREE:

(a) That they will perform services faithfully for the Employer in accordance with the rules, covenants, promises, terms and provisions hereinafter set forth, and will, to the best of their ability, promote the welfare of the Employer's business during their employment.

(b) That they will care for their stock, including the placing of new merchandise, as well as replacing merchandise removed from the shelves for display or fitting purposes before leaving the store, all as part of their regular duties and without extra compensation.

ITEM II. THE EMPLOYER AGREES:

(a) That it will pay, or cause to be paid, to each Employee herein covered, commissions in a sum equal to 6% of the gross sales made by such Employee during each week of his employment; said commissions shall be accounted for and settled weekly on the same day of each week in the week following that in which the commissions are earned; and the Employer further agrees that each Employee shall have a guaranteed weekly drawing account of \$20.00 against earned commissions; it is understood and agreed that in the event of a return by a customer of merchandise purchased from any employee, and a refund being made on

the purchase price thereof, then the commission and/or P.M. on such sale may be charged back against such Employee's commissions and/or P.M.'s for the week during which said sale was made, but in no event shall the said drawing account for such week be diminished to an amount less than the minimum hereinbefore prescribed, and it being further understood that the minimum guarantee of \$20.00 is not in addition to the 6% gross commission and P.M.'s, but merely a guarantee of a minimum drawing account against such commissions as earned; it being understood and agreed that any Employee now receiving a salary or drawing account above the respective minimum herein specified shall not suffer any reduction in salary during the term of this agreement, but such Employee's minimum guaranteed drawing account shall be at least equal to such present salary or drawing account. P.M.'s shall be accounted for and paid at the same time as hereinbefore set forth for the accounting and payment of guaranties and/or commissions.

(b) That it will pay, or cause to be paid, during the term of this contract, to each regular part time Employee 6% of the amount of the gross sales made by such Employee, but in no case shall the minimum pay be less per hour than at the proportionate rate of \$20.00 per week for forty-eight (48) hours, it being understood that the hourly rate is a minimum guarantee in the event that the commissions and P.M.'s on said sales do not equal the hourly rate; all provisions of this agreement, so far as they are applicable, shall also apply to all part time Employees.

(c) On temporary lay offs in any store or stores Employees shall be laid off in the order of the least continuous service in that store, and those temporarily laid off shall be re-employed in the order of longest continuous service, provided, however, that before resorting to temporary lay offs, the Employer, when it finds it practicable so to do, shall seek to spread the work among all the Employees of each store involved. In such case, however, the Employees affected by the "spread" shall receive only a proportionate share of their former weekly guarantee against commissions (in addition to P.M.'s).

ITEM III. MUTUAL COVENANTS.

(a) That the regular weekly working hours shall be forty-eight (48) hours except for additional hours as now provided in the Retail Code. The working days shall be Mondays to Saturdays inclusive. The regular working hours shall be those directed by the Employer, as limited by said Retail Code as aforesaid.

(b) That all work done in peak periods, as defined in the Retail Code as aforesaid, shall be without additional compensation.

(c) That should the Employer desire to terminate the services of an Employee, except for good and sufficient cause given by such Employee, it shall so advise the Employee one week in advance. Any Employee discharged with or without cause shall lose all seniority rights and privileges as set forth in this contract.

(d) Should other Employees who have heretofore chosen or hereafter choose other representatives to represent them for the purpose of collective bargaining during the term of this contract, enter into another or other working agreements, or should any Employee desire to deal individually and directly with the

Employer, then the parties hereto agree as to any of said other Employees not parties hereto, that they will do nothing directly or indirectly by means of coercion, threats, or intimidation to interfere with other Employees or with the Employer in fulfilling or performing this or other working agreements, and the Employer shall have the right to use its own judgment in either discipline or discharge in case an Employee is found guilty of violating this provision. No solicitation or propaganda for membership in any organization shall be carried on during working hours by any Employee of the company. There shall be no discrimination in employing any person, or in granting a vacation to any employee (if any are granted) because of his choice of representatives.

(e) The provisions of this agreement shall be effective on and after this date for the period of Six months and thereafter for periods of Six months unless a written notice of a contrary intention is given by either party to the other thirty (30) days prior to the expiration of any Six month period. In the event of the giving of such written notice the agreement shall terminate at the end of such Six month period. Such notice on the part of the Employer shall be given to an officer of said Union and on the part of the Employees to an executive officer of the Employer.

(f) In the event of a dispute or disagreement between the parties hereto, not covered by the plain provisions of this contract, and which has not been settled by negotiation between them during a period of ten (10) days after written notice of complaint by one party to the other (which notice shall be serviced in such manner as hereinbefore provided), there shall be no lockout or strike, but the same shall be submitted for arbitration and award by three (3) arbitrators selected as follows: one by the Employer, one by the Union and the two shall select a third. In the event that within five (5) days after the appointment of the said first two arbitrators the latter are unable to agree upon a third, then the third shall be appointed by the Probate Judge then sitting in and for Cuyahoga County upon the written request of either party. In the event that either party shall not select its arbitrator, then upon notice by the other the said Probate Judge shall appoint one arbitrator who shall hear and make the award. In any event the award shall be final and conclusive upon the parties and both parties agree to conform to and abide by the same. The said arbitrators or arbitrator may assess the reasonable expenses of said award as they or he may deem to be fair and equitable.

(g) The provisions of this contract shall inure to the benefit not only of the parties but to any person, firm, or corporation to whom this contract may be assigned by the Employer.

IN WITNESS WHEREOF the Employer has caused its corporate name and seal to be affixed hereto by its duly authorized officer and the Employees have hereunto set their hands by their duly authorized representative at Cleveland, Ohio, the day and year first above written.

CORT SHOES, INC.,

By _____

By _____

THE EMPLOYEES AS HEREINBEFORE DESCRIBED,
By RETAIL CLERKS' LOCAL UNION NO. 709,

By _____