

21

CONTRACT OF EMPLOYMENT BETWEEN
MANUFACTURER AND SALESMAN AND
THE UNITED MILLINERY SALESMEN
UNION, LOCAL 19866, A. F. L.

This agreement entered into this day of 193

between _____
a Corporation, duly organized under the laws of the State of
New York, with principal offices at _____
hereinafter called the employer, and _____
residing at _____, hereinafter called
the employee, and the United Millinery Salesmen Union, Local
19866 A. F. L., hereinafter called the Union. Witnesseth:

FIRST: That in consideration of the mutual promises here-
in entered into the employer does hereby employ _____
to act as his sales representative for the period commencing
the 1st day of _____, 193 , and terminating the
31st day of _____, 193 , and the employee accepts
such employment. The employer and the employee agree that
the said employment and the conditions thereof shall conform
to the usages and rules established for its members in the
industry by the Union.

SECOND: The employer agrees to pay the employee a minimum
weekly drawing account of _____ Dollars (\$))
and as further compensation the excess if any, of said drawing
account based upon the difference after deducting said drawing
account from 7½ per cent commission on the gross amount on
all orders received by the employer from customers in the
territory hereinafter designated as the employees territory.
The employer agrees that this rate of commission shall not be
varied or reduced irrespective of the character of the sales
made or the prices of the merchandise sold, and irrespective
of the method whereby the orders are received by the employer.
The employer further agrees that the employee shall at all
times be permitted under similar circumstances, to offer for
sale the merchandise of the employer at the same prices quoted
to any of the employer's customers in any territory according
to the classification of the customers as jobbers, retailers,
chain stores or mail order houses. The drawing account above
mentioned shall be considered a salary, but no excess of
commissions shall be paid to the employee unless the total
amount of such commissions shall exceed the total amount of
the drawings received by the employee. All travelling expenses
shall be advanced by the employer to the employee and shall be
deducted from commissions.

THIRD: The employer agrees to render a statement on the
10th of every month of all the orders received by the employer
from customers in the employee's territory, which statement
shall show the employee's account giving effect to all com-
missions, advances and drawings, and at that time to pay the
employee the amount, if any, by which the commissions on the
orders shall exceed the employee's drawings and other advances.

FOURTH: The Employee agrees to devote his best efforts
and entire time in the interest and service of his employer.
And the employee further agrees that he will not engage in
any other business or accept any other employment during the
time of this agreement.

FIFTH: The employer reserves the right to reject any orders for reasons of credit or other circumstances warranting such rejection.

SIXTH: The following usage established by the Union is hereby recognized by the employer and employee, and they agree to adhere thereto.

A. Only members of the Union shall be employed by the employer as salesman during the term of this contract.

B. The employer agrees that the territory on the annexed sheet shall be designated the employee's territory and that all orders received from the said territory shall be credited to the employee's account for the purpose of computing the employee's commission.

SEVENTH: This contract shall automatically renew itself semi-annually unless notice of intention to cancel the same is served by either party upon the other in writing by registered mail one month before the termination of semi-annual period.

IN WITNESS WHEREOF hereto have set their hands and seals
this _____ day of _____, 193

E M P L O Y E R

E M P L O Y E E

THE UNITED MILLINERY SALESMEN UNION,
LOCAL 19866, A. F. L.

(BS&AU)

SECOND REPLY
U.S. DEPARTMENT OF LABOR
BUREAU OF LABOR STATISTICS
WASHINGTON

37-0-188
FLU #19866
NYC
1-21-38

Mr. Irwin Gertz, Secretary,
Federal Labor Union #19866,
3715 Neptune Avenue,
Brooklyn, New York.

Please file all communications
to W. 38 St.
N.Y.C.

November 19, 1937

~~My dear Mr. Gertz:~~

We have in our files a copy of your agreement with employers
which expired July 31, 1937.

In order to keep our files of union agreements up to date, I
should be grateful if you could conveniently send us a copy of your new
agreement, if you now have an agreement in force. We shall be glad to
type a duplicate and promptly return the original if you have only one
copy available. If you so indicate, we shall keep the identity of the
agreement confidential, using the material only for general information,
in such a way as not to reveal the name of the union.

We shall be very grateful for your assistance. The enclosed
envelope for your reply requires no postage. If we can furnish you
information at any time, please let me know.

Very truly yours,

Isador Lubin
Isador Lubin

Commissioner of Labor Statistics

Enc.

Name of company or employers' association signing the agreement

Industrial

Two Hundred different employers
(If more than one employer, please list on reverse side)

Number of companies covered by agreement *100*

Number of union members working under terms of agreement *300*

Number of non-members working under terms of agreement *—*

Branch of trade covered *Selling*

Date renewed *Aug 5, 1937* Date of expiration *Jan 31 1938*

If you cannot send a copy of your new agreement, please note (on the re-
verse side of this letter) any changes from your previous agreement.

SECOND REQUEST
U.S. DEPARTMENT OF LABOR
BUREAU OF LABOR STATISTICS
WASHINGTON

F. L. U - 19866
N. Y. C.
X1-21-39

Secretary,
Federal Labor Union #19866,
15 West 38th St.,
New York, N. Y.

September 18, 1939.

Dear Sir:

Millinery Stores

We have in our files a copy of your agreement with employers which has expired.

In order to keep our files of union agreements up to date, I should be grateful if you could conveniently send us a copy of your new agreement, if you now have an agreement in force. We shall be glad to type a duplicate and promptly return the original if you have only one copy available. If you so indicate, we shall keep the identity of the agreement confidential, using the material only for general information, in such a way as not to reveal the name of the union.

We shall be very grateful for your assistance. The enclosed envelope for your reply requires no postage. If we can furnish you information at any time, please let me know.

Very truly yours,

Isador Lubin

Isador Lubin
Commissioner of Labor Statistics

Enc.

Name of company or employers' association signing the agreement

(If more than one employer, please list on reverse side)

Number of companies covered by agreement _____

Number of union members working under terms of agreement _____

Number of non-members working under terms of agreement _____

Branches of trade covered _____

Date renewed _____ Date of expiration _____

Please check here if you wish the agreement returned _____

If you cannot send a copy of your new agreement, please note (on the reverse side of this letter) any changes from your previous agreement.