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Collective Bargaining Agreements

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11-1-1938

## **New York Associated Men's Wear Retailers and Retail Hat and Furnishings Union, Retail Clerks International Protective Association, Local 721, CIO (1938)**

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**New York Associated Men's Wear Retailers and Retail Hat and Furnishings Union,  
Retail Clerks International Protective Association, Local 721, CIO (1938)**

**Location**

New York, NY

**Effective Date**

11-1-1938

**Expiration Date**

9-30-1939

**Number of Workers**

300

**Employer**

Associated Men's Wear Retailers of New York

**Union**

Retail Hat and Furnishings Union, Retail Clerks International Protective Association

**Union Local**

721

**NAICS**

44

**Sector**

Private

**Item ID**

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**Keywords**

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**Comments**

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A G R E E M E N T

Between

ASSOCIATED MEN'S WEAR RETAILERS  
OF NEW YORK, INC.

and

---

a member thereof,

and

RETAIL HAT AND FURNISHINGS  
EMPLOYEES UNION, LOCAL 721  
of the U.R. & W.E. of A.  
Affiliated with the C.I.O.

152 West 42nd Street  
New York, N.Y.  
Telephone - Wisconsin 7-6963

Dates \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(UOPWA)  
(C I O)

RECEIVED  
JAN 28 1935  
BUREAU OF  
LABOR STATISTICS

MEMORANDUM OF AGREEMENT made and entered between the RETAIL HAT & FURNISHINGS EMPLOYEES UNION, LOCAL No. 721, chartered by the UNITED RETAIL & WHOLESALE EMPLOYEES OF AMERICA, affiliated with the C.I.O., (hereinafter called the "Union"), and the ASSOCIATED MEN'S WEAR RETAILERS OF NEW YORK, INC. (hereinafter called the "Association") and

trading

under the firm name and style of

a domestic corporation whose principal office is located at

(hereinafter called the "Employer").

W I T N E S S E T H:

WHEREAS, the Union is a labor organization composed of retail salesmen, salesmen-window trimmers, store managers and other employees employed in the men's hat and/or furnishings business, having the purposes and objects common to labor organizations; and

WHEREAS, the ASSOCIATED MEN'S WEAR RETAILERS OF NEW YORK, INC. is an organization composed of retail men's hat and/or furnishings stores, having for its purposes and objects the welfare of the industry and a desire to establish and maintain proper and suitable conditions in the said industry; and

WHEREAS, the Employer is engaged in the retail men's hat and/or furnishings business; and

WHEREAS, both the Union and the Association and the Employer recognize and approve of the principle of collective bargaining between employers and salesmen as organized in the above mentioned union as beneficial to the harmonious conduct of the business; and

WHEREAS, the parties hereto are desirous of entering into an agreement for only salesmen, salesmen window trimmers and managers.

NOW, THEREFORE, in consideration of the aforesaid, and of the mutual promises, conditions and covenants herein contained, and of the sum of one dollar by each of the parties to the other in hand paid, the receipt of which is hereby acknowledged, it is hereby mutually agreed as follows:

FIRST: DEFINITIONS. (a) The term "salesmen" as hereinafter used includes salesmen, salesmen-window trimmers and store managers, except when otherwise expressly indicated. The term "salesmen" includes any one performing the duty of waiting on trade in whole or in part.

(b) The term "merchant member" as hereinafter used means an Employer who is a member of the Associated Men's Wear Retailers of New York, Inc.

SECOND: EMPLOYMENT OF UNION WORKERS. (a) The Employer now and as he or it may hereafter be constituted, whether individually or copartner-

ship or corporation, shall employ solely and exclusively as salesmen none but members of the Union in good standing therein, in all of the store or stores or other establishments now or hereafter conducted or maintained by him or it, and the Union shall furnish to the Employer, from among its membership, salesmen for both regular and temporary work, to the best of its ability. If the Union should be unable to supply to the Employer capable or good-standing members of the Union as salesmen, then, in that event, the Employer shall have the privilege to recommend a prospective non-union salesman for the position, provided that said salesman is found satisfactory to the authorized representative of the Union, and that said salesman makes his application for membership with the Union and, upon initial payment, receives a working card for temporary work until his trial period ends.

(b) The Employer shall not employ any salesman except as designated and supplied by the Union.

(c) The Employer will neither negotiate nor make any agreements with salesmen, unless it shall be through duly authorized officers of the Union.

(d) The Employer will not discriminate against any salesman because of Union activities.

(e) Salesmen shall not engage in union activities during working hours.

(f) In employing salesmen of the Union, the Employer shall require from the same the current working card issued or to be issued by the Union.

(g) Salesmen, who are members of the Union, now in the employ of the Employer, shall be continued in their employment during the life of this agreement, subject to all the terms and provisions thereof.

(h) New salesmen, when employed by the Employer, shall be considered employed on trial for a period of three weeks. Any time during said trial period of three weeks, should the Employer find such new salesman unsatisfactory, he may be discharged by the Employer without notice to the union. At the end of such three weeks, however, said trial period shall terminate and such new salesman shall automatically become and be a regular salesman in the employ of the Employer, in which event he shall only be liable to discharge pursuant to the terms and provisions of this agreement as hereinafter set forth.

In the event that the Employer engages a new salesman or salesmen for a trial period and should the said Employer discharge the salesman or salesmen:

(1) Within the first week of the trial period, the salesman or salesmen shall be paid at the per diem rate of \$7.00.

(2) If the salesman or salesmen shall work one week, he or they shall be paid on the weekly basis agreed upon between the Union and the Employer.

(3) If the salesman or salesmen shall work more than one week, he or they shall be paid on a pro-rated basis of the agreed weekly salary.

(i) Where the Employer is a corporation, individual or copartnership, no more than two officers, directors, stockholders or



copartners shall be recognized as employers who shall be eligible to work as regular salesmen, without membership in the Union. All other officers, directors, stockholders or copartners shall act as executives, except:

(1) Where this agreement is a renewal of a previous agreement between the parties, the Union will recognize as employers, who may act as regular salesmen, as many officers, directors, stockholders or copartners of the firm as were recognized in the previous agreement between the parties.

Under this agreement the number of Employers who shall be eligible to work as regular salesmen shall be

(j) (1) Where an Employer expands or reorganizes and as a result of such expansion or re-organization, the number of officers, directors, stockholders or copartners are increased beyond the number prescribed in this agreement or, when an agreement is being negotiated for the first time with the Employer, who has more than two officers, directors, stockholders or copartners in the firm, upon application by the Association to the Union on behalf of said Employer, the Union shall allow such additional officers, directors, stockholders or copartners to act as regular salesmen upon notice as follows:

Should the union within one week after application by the Association for the recognition of additional officers, directors, stockholders or copartners as regular salesmen, who need not be members of the Union fail to give its consent because it questions the bona-fidness of the transaction, the matter shall be referred to arbitration as hereinafter provided to determine the bona fidness of the said additional officers, directors, stockholders and copartners.

(2) It is distinctly understood and agreed between the parties that no additional officer, director, stockholder or copartner, who may act as a regular salesman without being a member of the Union as provided in this agreement, shall replace any regular salesman.

THIRD: NOTICE. (a) The Employer agrees that each salesman in his or its employ shall have fifty-two consecutive weeks of employment during each year except as hereinafter modified.

(b) A salesman, however, may be discharged upon two weeks' written notice by the Employer to the Union, sent by registered mail, and with the written consent of the Union. Such notice by the Employer to the Union, requesting such discharge, shall set forth the details impelling the request for the discharge. (Slack season, however, shall not be deemed a cause or a reason for the discharge of a regular salesman). Upon the consent, in writing, by registered mail, given by the Union, such salesman affected by the notice shall be discharged at the end of such two weeks' period of notice. Upon the refusal, failure or neglect of the Union to consent to such discharge, within five days after the receipt of said notice by the Union, such salesman, nevertheless, shall be continued in the employ of the Employer until the matter shall have been determined by arbitration as hereinafter provided.

(c) Where the position occupied by a salesman becomes vacant due to discharge or death, the place of such salesman shall forthwith be filled by another salesman who shall be a member of the Union in good standing. Salesmen who vacate their positions due to incapacity shall be reinstated to their former position upon their return when physically fit, subject to the following conditions:

(1) If a salesman is incapacitated for two consecutive

weeks, the Employer shall not be obliged to pay said salesman his salary for the first two weeks of incapacity, but he may, at his option at the end of the second week, engage a substitute salesman to replace the incapacitated one.

(2) After the first two weeks of incapacity, the Employer shall pay the incapacitated salesman his regular weekly salary unless he chooses to replace him as provided herein.

(3) Unless an incapacitated salesman returns to his position within one hundred and twenty (120) days inclusive from the date of his illness, the Employer either may permanently dispense with the services of the incapacitated salesman or confirm in writing the substitute man as a regular salesman or engage the services of a new regular salesman.

It is agreed and understood that at any time up to and including one hundred and twenty days from the date of illness, when an incapacitated salesman returns to work, recovered and able to perform his usual duties, he shall forthwith be reinstated.

(d) Whenever an Employer shall discontinue a store and/or stores, all the salesmen in the said discontinued store or stores may be discharged except in violation of subdivision "i" of this section.

(e) Where the Employer sells a store or stores to a bona fide purchaser for value and said Employer is no longer connected with said establishment in any way whatsoever, this agreement shall terminate forthwith and his liability hereunder shall cease.

(f) Any merchant member who is a bona fide purchaser for value of the fixtures, merchandise and lease, or who only leases and buys the fixtures of a store already or formerly occupied as a retail hat and/or furnishings store, where Union help are or were employed, shall have the absolute right upon taking possession of said store to dispense with the services of any or all of the salesmen employed by his immediate predecessor. In the event, however, that the purchaser employs salesmen in said new store he shall have the right to employ as many salesmen as he may require, as long as they are members of the Union in good standing.

(g) Any person, firm or corporation who is a bona fide purchaser for value of the lease and fixtures, or only the lease of a store owned by a merchant member, shall be protected by the provisions of this clause of the contract, and said person, firm or corporation shall, upon purchasing said store, have the absolute right to dispense with the services of the salesmen formerly employed by his predecessor, and if he intends to employ salesmen, the said person, firm or corporation shall employ as many salesmen as he deems necessary so long as the said salesmen are members of the Union in good standing.

(h) The foregoing provision of subdivision "g" shall also apply to any person, firm or corporation who buys the lease, fixtures and merchandise of a store formerly occupied by a merchant member, provided notice of sale by registered mail is given to the Union by the Association in behalf of the Seller, setting forth the name of the purchaser; if a corporation, its stockholders, officers and directors; if a partnership, the names of the partners. If the Union denies the fact that the sale is bona fide, they shall, by registered mail, notify the Association to this effect within three days after receipt of said notice, in which case the matter shall forthwith be referred to arbitration as hereinafter provided, and if the arbitrator finds the sale to be bona fide, the provisions of this clause protecting the purchaser shall apply.

That in all three cases hereinabove mentioned, it is distinctly understood and agreed by and between the parties hereto that the seller of the store shall no longer be employed or engaged in the management, in any capacity whatsoever, of the store sold.

(i) It is agreed that if the Employer shall operate more than one store, he may transfer his salesmen from one store to another at his option. In the event that such transfer is made, and the Employer within six months thereafter discontinues the store to which the said salesman was transferred, the Employer shall not be permitted to dispense with the services of the salesman transferred to the discontinued store but shall first retransfer the salesmen to their respective store or stores and then all the salesmen in the store closed shall be discharged in accordance with subdivision "d" of this clause. If the transfer was made six months prior to the closing down of the store, the foregoing shall not apply, but all the salesmen may be discharged from said discontinued store.

(j) Whenever it shall become necessary for an Employer to discharge a salesman or salesmen because the Employer seeks "relief" - as both the Union and the Employer understand that term - the salesmen last to enter the employ of the Employer shall be the one to be discharged. In other words, the seniority rule shall apply.

(k) The Union shall be the sole judge of the good standing of its members, and upon notice by the Union to the Employer, in writing, that a salesman is not a member in good standing of the Union, such salesman shall forthwith be discharged.

FOURTH: WORKING HOURS. (a) The maximum work week for salesmen shall be 48 hours per week. The maximum work week for managers and salesmen-window trimmers shall be 54 hours per week. The hours shall be consecutive and no staggering of hours shall be permitted. Only one manager shall be recognized as such in any one store. A schedule of the working hours for salesmen shall be immediately posted on the premises where the same are employed and shall be immediately filed with the Union. Salesmen shall not be required to work more than 10 hours in any one day and no more than 48 hours a week. Managers and salesmen-window trimmers shall not be required to work more than 10 hours in any one day and no more than 54 hours per week. Saturdays, salesmen, managers and salesmen-window trimmers shall be permitted to work 11 hours but there shall be two meal periods. This provision shall also apply to the day before a holiday, but in no event shall salesmen work more than 48 hours a week and managers and salesmen-window trimmers 54 hours a week. From December 1st until Christmas, salesmen, salesmen-window trimmers and manager in a store shall be permitted to work six hours more a week but this shall not exceed one hour more than the usual work day in any one day.

The maximum work hours as provided herein shall be exclusive of all meal periods.

(b) Every salesman shall receive one full day of rest each week and no salesman shall be required to work more than six days a week and he shall further receive one night off each week exclusive of the night off of his day of rest. Each salesman shall be entitled to only one consecutive hour for mealtime during each day of his employment except as provided for in paragraph "Fourth", subdivision "(a)" of this agreement.

(c) The Employer agrees that he will post the schedule indicating the working hours of his salesmen in his premises in a place



conspicuous to the salesmen and that he will serve a copy of the same to the Union upon the signing of this agreement.

The Employer may change the schedule of working hours of his salesmen whenever he deems it necessary. However, in that event, he shall serve reasonable notice upon the Union and the salesmen of said change and he shall immediately post the new schedule in his premises.

(d) Failure of the Employer to comply with the provisions of this paragraph shall subject him to action by the Grievance Committee of the Union and the Association, and he shall be dealt with in accordance with the rules of said Committee and be bound by its decision.

FIFTH: CLOSING HOURS. Closing hours shall be adjusted between the parties hereto according to the requirements of the localities:

It shall be regarded as a breach of this agreement upon the part of the Employer to refuse to cooperate with the majority of the Employers in his or its respective locality in adjusting the closing hours exercised by the will of the majority of such locality.

SIXTH: VACATIONS. Salesmen now in the employ of the Employer or in the employ of the Employer at any time prior to March 1st shall be entitled to and shall receive one week's vacation with pay during the months of July and August. Salesmen working on commission shall receive pay for such vacations equivalent to their weekly guaranty herein stipulated. The Employer shall give his salesmen two weeks' notice of the time for their vacation.

SEVENTH: USE OF STORE CARD. The Union shall loan to the Employer, if the Employer chooses, the official Union store card of the U.R. & W.E. of A., C.I.O., which the Employer may display in the Employers place or places of business, for the purpose of informing the public that the Employer's store or stores employ Union help only. However, such display card shall remain the property of the Union. The Union shall have the right to demand a surrender of such display card upon the failure of the Employer to comply with the provisions of this contract. If the Employer chooses to use the store card he shall deposit \$2.00 with the Union, for the safekeeping of such Union Store Card.

EIGHTH: SCHEDULE OF WAGES. (a) There shall be the following classification of salesmen with respect to earnings, namely:

Classification A - Salesmen on salary basis.

Classification B - Salesmen on partly salary and commission and straight commission.

Classification C - Salesmen-window trimmers.

Classification D - Managers on straight salary, salary and commission and commission.

CLASSIFICATION A shall apply to those salesmen who work on a straight salary basis. Each salesman in this classification shall receive a minimum wage of \$35.00 weekly; except that each salesman in this classification, now in the employ of the Employer, who receives from \$35.00 to \$44.00 weekly, shall receive an increase of \$1.00 per week in his salary, as of November 1st, 1938; those salesmen in this classification who now receive from \$25.00 to \$34.00 per week, shall receive an increase of \$2.00 per week, as of November 1st, 1938; those salesmen in this classification who now receive \$24.00 or less per week shall receive an increase of \$3.00 per week, \$2.00 of which shall be payable as of November 1st, 1938, and the additional \$1.00 of which shall be payable on May 1st, 1939.

There shall be no increase for salesmen who receive more than \$44.00 as a weekly salary.

CLASSIFICATION B shall apply to those salesmen who work on a part salary and commission basis. Each salesman in this classification shall receive a minimum guaranteed wage of \$35.00 per week, except that each salesman in this classification, now in the employ of the Employer who receives \$35.00 shall receive an increase of \$1.00 per week and a minimum guaranty of \$36.00 per week in his salary. This increase also applies to salesmen who work on straight commission basis.

CLASSIFICATION C shall apply to salesmen-window trimmers who work on a straight salary basis only; and each salesman-window trimmer in this classification shall receive \$40.00 per week minimum guaranteed wage, except that each salesman-window trimmer now in the employ of the Employer who receives \$40.00 to \$44.00 per week shall receive an increase of \$1.00 per week in his salary added to his guaranty, payable as of November 1st, 1938.

CLASSIFICATION D shall apply to managers who work on straight salary basis. The minimum wage for managers shall be \$40.00 per week, except that managers now employed who receive from \$40.00 to \$44.00 per week shall receive an increase of \$1.00 per week to their guaranty as of November 1st, 1938.

The Employers shall not change the classification of his or its salesmen with respect to earnings as constituted under the terms of this agreement.

NINTH: HOLIDAYS. The Employer must allow each salesman in his or its employ six holidays with full pay during each year, which holidays must be selected from the following holidays only: New Year's Day, Lincoln's Birthday, Washington's Birthday, Decoration Day, Independence Day, Labor Day (to be given to all salesmen); the two days of the Jewish New Year (Rosh Hashonah), the Jewish Day of Atonement (Yom Kippur), Columbus Day, Election Day, Thanksgiving Day and Christmas Day. The Employer shall have the option of selecting which six of these holidays each salesman shall be allowed. The Employer, however, must, within one week after the signing of this agreement, file with the union and post in his or its store a schedule in writing containing the list of the six holidays to be allowed to each salesman.

It shall be optional with the Employer to select any six (6) days during each contract year and declare them "days off" in lieu of the aforementioned holidays, in which event, however, a schedule must nevertheless be filed setting forth the holidays and the dates of

the "days off" to be given in lieu of the holidays. An Employer may change holidays or "days off" by notifying the Union three days before the change is to be made. The substitute day or date, however, must be included in the notice to the Union.

TENTH: TEMPORARY SALESMEN. The Employer shall have the privilege to engage as many temporary salesmen as he or it needs, provided that they be members in good standing in the Union and that they be designated and supplied by the Union. In the event that the Union is unable to supply such temporary salesmen, the Employer may employ persons, not members of the Union, as such temporary salesmen, provided that such persons procure in advance a daily working card from the Union and pay to the Union a fee of One Dollar a week or fraction thereof, and provided that the Employer shall employ such person only until the Union is able to furnish him with temporary salesmen who are members in good standing in the Union. Temporary salesmen shall receive the sum of \$7.00 per day, unless such temporary salesmen is employed on a weekly basis. The work week for temporary salesmen shall consist of 48 hours and no work day shall consist of more than 10 hours.

No temporary salesmen may be employed for a period exceeding three weeks. If an Employer should desire the services of a temporary salesman for more than three weeks, such salesman shall continue to be a temporary salesman subject to discharge at any time thereafter, with or without cause; but the Union shall be given notice of said discharge. The purpose of the notice to the Union of the discharge of a temporary salesman is only to inform the Union of the discontinuance of the services of the temporary salesman. The Union may at any time after the three week period notify the Employer, by registered mail, that within one week from the date the said letter is received by him, he must discharge the temporary salesman or confirm him as a regular salesman. Failure of the Employer to confirm a temporary salesman as a regular salesman pursuant to the terms of this paragraph shall be deemed a confirmation. A copy of said registered letter shall be sent to the office of the Association.

TWELFTH: UNION REPRESENTATIVES. The Employer shall permit the business representative or any other duly authorized representative of the Union to visit his or its store or stores at any time for the purpose of interviewing or observing the salesmen in connection with the performance of their work.

THIRTEENTH: ARBITRATION. The Union and the Employer mutually agree that there shall be no strike by the Union or lockout by the Employer during the life of this agreement and that all disputes whether specifically provided herein or otherwise, arising out of or under this agreement shall be arbitrated either before the State Board of Mediation under its rule or the Voluntary Industrial Association Tribunal of the American Arbitration Society under its rule, at the option of the party initiating the arbitration proceeding. Notice of the demand for arbitration shall be given in writing by the party initiating such proceeding to the other by registered mail, addressed to the office of the other party thereto, and which notice shall set forth the nature of the dispute to be arbitrated and shall designate the Tribunal under which he wishes to proceed. The decision of the Board of Arbitration shall be final and conclusive and binding on all the parties to this agreement.

FOURTEENTH: RIGHTS OF MEMBERS. The provisions of this agreement and the rights and benefits provided herein shall inure to the parties



hereto and each and every member of the Union and each and every member of the Association for the period beginning from the date of the signing of this agreement to the termination hereof.

FIFTEENTH: This contract shall apply only to merchant members having stores in the Greater City of New York and in the counties of Westchester and Nassau.

SIXTEENTH: DURATION. This agreement shall take effect on the  
day of and shall expire  
on the day of

The Employer shall have the right at the expiration of this agreement to change his salesmen with cause. Within six weeks prior to the expiration of this agreement, the Employer shall notify the Union by registered mail of his intention to change his salesmen. Unless, within one week after such notice, the Union, by registered mail, accepts the plan to change, no change will be made. However, should the Union fail to so accept, the Employer shall avail himself of the rights of arbitration as provided for in this agreement, and the decision of the arbitrators shall be binding upon both parties hereto. Six weeks prior to the expiration of this agreement, a new one shall be presented for consideration.

IN WITNESS WHEREOF, the Union has caused these presents to be signed by its representative and the Employer has affixed his signature or caused the same to be signed by its duly authorized officer this

day of 1938.

RETAIL HAT & FURNISHINGS EMPLOYEES UNION,  
Local No. 721, C.I.O.

By: \_\_\_\_\_

THE ASSOCIATED MEN'S WEAR RETAILERS OF NEW  
YORK, INC.

By: \_\_\_\_\_

\_\_\_\_\_  
EMPLOYER.



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

*Retail # 721  
nyc, ny  
9-30-39*

Mr. Albert Levitt, Sec'y  
United Retail Employees Union #721  
Rm. 818, 152 W. 42nd St.  
New York, N.Y.

January 19, 1939

*Peterson*

My dear Mr. Levitt:

We have in our files a copy of your agreement with employers which recently 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

*Associates Mens Wear Retailers of New York*  
(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 none

Branch of trade covered Mens Furnishings

Date renewed Nov 1, 1938 Date of expiration Sept 30, 1939

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.