Assn. of Dress Mfrs. Makes Public Terms Agreed On in Conference but Not Yet Ratified or Signed—Changes May Be Made Before Final Adoption

The full text of the agreement between the conference committees of the Wholesale Dress Manufacturers' Association, Inc., representing jobbers, and the Association of Dress Manufacturers, Inc., representing contractors, as it was worked at the last joint conference, is published below.

This wording does not include changes which are sought by jobbers, as explained in another column of this issue. The agreement has not yet been signed or ratified by the membership of either body.

The agreement follows in full:

**Style Protection and Compensation**

1. Wherever and whenever styles are made, furnished or submitted by the contractor, the said contractor shall be protected and compensated for such style or styles made, created and submitted or furnished by him to the jobber as follows:

   (a) An order thereon be given by the jobber to the contractor; and further, that the jobber be obliged to give all future reorders on such style or styles to the contractor furnishing same. Except in the event that similar style or styles be submitted by different contractors, it shall not be incumbent upon the jobber to confine all orders on such style or styles to the original contractor.

   In that event, upon adopting such subsequent or similar styles, the jobber shall immediately notify the Association of Dress Manufacturers, Inc., through the Wholesale Dress Manufacturers' Association, of the name of the original contractor of the style number and the prices of the garment, and the name of the subsequent contractor submitting similar style or styles and the price thereof. And the jobber is to immediately notify the original contractor that he is free to dispose of the garment elsewhere.

   (b) If the original contractor performs such poor workmanship in the manufacture of the dresses as to render the garments unmerchantable, then the jobber, on notice to the Association of Dress Manufacturers, Inc., through the Wholesale Dress Manufacturers' Association, shall be at liberty to place orders for manufacture of said dresses elsewhere.

   (c) If the jobber signifies and gives to the contractors a uniform receipt for same as per "Schedule B" attached hereto and made part hereof.

   (d) No styles upon which an order has been placed with a contractor by a jobber, shall be sold or submitted to any other jobber or manufacturer unless the jobber who shall possess such style shall so specifically agree, except that, should a jobber adopt a similar style or styles, then the contractor is free to sell or dispose of the original style elsewhere. If a contractor shall not receive a reorder upon his style within 10 days after the completion and final delivery of jobber's last order on such style, he shall be permitted, upon notice to the jobber, to sell and dispose of same elsewhere.

   (e) In the event a contractor shall accept orders calling for a maximum production on his original styles, the jobber, upon notice to the Association of Dress Manufacturers, Inc., through the Wholesale Dress Manufacturers' Association, shall be free to grant additional orders thereon elsewhere.

**Orders Must Be on Uniform Order Blank**

All orders between jobber and contractors shall be in writing and upon uniform order blank, the provisions of which are incorporated in "Schedule A" hereto annexed and made a part hereof. Any alteration of said provisions or additions hereto shall be null and void.

It is specifically agreed that when a style is adopted by the jobber, a copy of the order thereon be given to the contractor.

**Machinery for Complaint Adjustment**

2. All claims, complaints, grievances or disputes arising out of this agreement, or the manufacture of any dresses on order between jobber and contractor shall be subject to adjustment according to the machinery as...
Either Party Entitled to New Conferences

Either party, upon request, shall be entitled to a conference for the purpose of discussing any and all disputed matters, making modifications or alterations to this agreement, rendered avoidable by changes of conditions in the future.

Uniform Order Blank

All orders given by a jobber to a contractor shall be in writing upon an order blank, which shall be uniform for all jobbers, and which order blank shall contain the following clauses:

1st: The merchandise and material furnished by the jobber to the contractor shall be so furnished on consignment or memorandum, and the contractor shall be at all times and remain vested in the jobber whether or not the said materials be manufactured into garments, and all rights and obligations of ownership therein shall remain in the jobber.

Contractor Lien When Money Is Due Him

2nd: The contractor shall have, and there is hereby created by this agreement for his benefit, a lien on all goods, merchandise and materials shipped, sent, or delivered to him by the jobber, whether or not the said goods, merchandise or materials be manufactured into garments or otherwise, to the extent and amount of all monies due and owing from said jobber to said contractor, by reason of the manufacture and delivery of any dresses by said contractor, to said jobber on any and all previous orders upon which payment has not been made.

Jobber to Insure at Own Expense

3rd: The jobber shall at his own expense and cost insurc all of said merchandise, manufactured as well as unmanufactured, against loss or damage by fire, burglary and transit. This insurance shall include the amount due by the jobber to the contractor for labor, services and incidental furnishment and supplied by the contractor upon said merchandise whether dresses wholly manufactured or in unfinished state.

No Charges for Tags, Boxes, Handling, Etc.

4th: There shall be no charge to the contractor for any merchandise necessary for the manufacture of the garment. All charges against the contractor such as for tags, boxes, extraining, sparging, pressing and handling, and similar charges, shall be null and void.

All Orders to Be on Strictly Net Basis

8th: All orders given by the jobber to the contractor shall be on net basis, and any amounts charged shall be null and void.

9th: (a) The memo charge for materials consigned to the contractor for an order shall be for no greater price than indicated on the order.

Short-Yardage on Mill Ticket to Be Charged

(b) The short-yardage marked on the mill-ticket attached to all goods in the piece shall be charged to the contractor.

No Returns Except for Repairs on Dresses

8th: No returns of dresses shall be made by the jobber to the contractor except for repair, and said repair or repairs must be made within 10 days from the date of delivery thereof.

9th: All dresses manufactured by the contractor on any order must be accepted by the jobber when delivered, and all claims against the contractor thereon, by reason of poor workmanship or any just cause, must be made in writing within 10 days from said time of delivery, otherwise all claims thereon are waived.

One Week's Notice on Late Deliveries

9th: If the contractor fail to deliver the dresses on any particular order within the time stipulated on such order, the jobber shall then give one week's notice in writing to the contractor, through the Association of Dress Manufacturers, Inc., within which time the contractor shall then deliver the merchandise. No delivery of merchandise by the contractor shall be liable for whatever damages may be assessed by adjustment or arbitration.

Payment Before Thursday by Jobbers

10th: Payment for all dresses delivered to the jobber by any Saturday on any order, shall be made to the contractor before the following Thursday.

Final settlement of the account for any order manufactured and delivered shall be made within 10 days after final shipment on such order.
n conformity with other terms and conditions of this order blank and agreement.

Not Bound by Dates in Event of Strike

11th: In case of strike or other unforeseen conditions over which the contractors has no control, the contractor shall not be bound by the date of delivery of the dresses as stipulated on the order, but shall have two weeks' time after the removal of said cause to complete and deliver the dresses.

12th: There shall be no change in the manner of manufacture of dresses or any other terms of any order hereof, unless the same be endorsed in writing on the original order and signed by both parties hereto.

Jobbers Responsible for Total Labor Cost

13th: The jobber shall be held responsible for the total cost of labor in the manufacture of the garment as appears upon the order and which must be computed according to the schedule to be adopted between the Association of Dress Manufacturers, Inc., and the International Ladies' Garment Workers' Union. In case the labor do not so computed, the jobber shall pay the difference between the amount agreed for labor and the actual cost.

14th: A detailed calculation of the departmental cost entering into the manufacture of the garment shall appear upon the order.

Jobber to Pay 7% for Overhead and Expense

15th: The jobber agrees to pay and guarantees to the contractor a minimum of 7 per cent for overhead and expense, as a part of the cost of manufacture of the garments, which shall be based upon the total cost of materials, labor, and all incidentals that enter into the manufacture of the garment.

16th: All differences, claims, disputes and questions arising out of the manufacture of dresses on any order, and unsettled within the period of three days after due notice of any such claim, shall be referred to the board of arbitration as provided for in this agreement.

17th: One or more duplicates of each style shall be submitted for approval before the cutting of the lot, if so requested by the jobber.

Individual Agreements Shall Be Null and Void

18th: Individual agreements between members of the respective associations shall be null and void. This uniform order blank is an essential part of and subject to the other terms of the collective agreement entered into between the Association of Dress Manufacturers, Inc., and the Wholesale Dress Manufacturers' Association, Inc.

Agreement Provides for Uniform Receipt

Date

Name

Address

Received from one sample on consignment. This sample is left with us with the express understanding that all future orders on dresses made by us or bought by us on same or any duplications or alterations of same, shall be given to.

In the event that this sample be copied or used by us or any dresses made up or bought by us from such copied or modified duplicate, we agree to pay the sum to be determined in accordance with the arbitration provision contained in the above-mentioned agreement and in no event to exceed the sum of $200.

This receipt is an essential part of and subject to the other terms of the collective agreement entered into between the Association of Dress Manufacturers, Inc., and the Wholesale Dress Manufacturers' Association, Inc.

Details of Dispute Adjustment Machinery

a. All claims, complaints, grievances or disputes arising out of the attached agreement or the manufacture (Continued on Page Twenty-five),