

DEFENDANT'S Exhibit 58

ARTICLES OF AGREEMENT

THIS AGREEMENT is made and entered into between the Donnelly Garment Workers' Union, a plant labor union made up of 1305 out of a total of 1333 employees of the employer below mentioned, party of the first part, and the Donnelly Garment Company, a Missouri corporation being engaged in manufacturing, and the Donnelly Garment Sales Company, a Missouri corporation selling each of said corporations having its home office and principal place of operation at 1828 Walnut Street, Kansas City, Missouri, parties of the second part. Party of the first part and parties of the second part hereby contract and agree as follows:

(1) This agreement shall apply to each corporate employer and its employees, it being recognized that the business of said companies and the relation of the employees of the said companies are, in certain respects, dependent upon each other, and that it is desirous to have the same general conditions of employment in each of said companies. The word "employees" as used herein shall apply to the employees of both companies except executives or any person or persons having authority to employ or discharge, and the word "employers" as used herein shall refer to both corporate employers.

(2) Rates of pay: The rates of pay of employees under this contract shall be such as are agreed upon by the parties hereto. However, such rates shall have a minimum of Fifteen Dollars (\$15.00) per week as hereinafter stated, this minimum being especially applicable to less-experienced and under-average piece work operators, messengers, bundle boys, and other unskilled workers. Wages for experienced operators, cutters, mechanics, pressers, etc., shall be based on their experience and skill.

(3) Hours: The working hours of the employees shall be eight (8) hours per day exclusive of meal period and forty (40) hours per week. Any time in excess thereof shall be deemed as overtime.

(4) The employer recognizes the election of a committee of the union to represent it, provided members of such committee shall have been continuously employed by the employer for the period of at least a year immediately preceding election to such committee, and the employer agrees to further negotiate and deal with such committee in regard to the working conditions, wages and hours of labor of employees, and all other

matters properly within the jurisdiction of such committee.

(5) Promotions and Seniority rights: Instructors and floor girls in addition to those employed at the date of this contract, or substituted for any of those now employed, shall be chosen by the employer from the rank of operators or other employees of the company except in cases of emergency or where definitely exceptional circumstances exist.

(6) The employer recognizes the union as the sole bargaining agency on behalf of the employees.

(7) Complaints and grievances: Any employee considering himself or herself unjustly disciplined or unjustly treated shall have the right to present such matter to the duly authorized committee of this union, and such committee by a majority vote may elect to take the matter in question up with the employer for the purpose of securing redress for any proper grievance or injustice which the committee may believe to exist. Nothing in this agreement, however, shall prevent any employee from taking up any matter of dissatisfaction directly with the management in addition to presenting such complaint to the committee representing the union#

(8) Meal period: The meal period for employees shall not be less than thirty (30) minutes per day nor more than one (1) hour per day, but within such limits may be fixed by the committee.

(9) Closed shop: The employer agrees that on and after June 5, 1937, no one of its employees shall be retained in its employ who is not a member of this union. It is further agreed that hereafter no person shall be employed by the employer who does not, at or prior to such employment, sign an application for membership in this union, and no such person shall be retained as an employee who shall not, within two weeks after such employment begins, be accepted by this union as a member.

It is further agreed that no one shall be continued as an employee after such person shall have resigned from or ceased to belong to this union either by voluntary retirement or by expulsion.

(10) Lay-offs: It is recognized by the parties hereto that it is desirable that employment should be as regular and continuous as is consistent with proper merchandising and working conditions. If the employer shall believe that a shorter day

for employees will avoid a lay-off of any substantial number of employees, such shorter day with proportionate rates of pay for employees on hourly or weekly basis may be established.

(11) The employer agrees that the individual who may be chosen as general chairman of the union shall be entitled to spend the necessary time in the affairs of the union and to continue his or her employment with the company at the proportionate rate of pay hitherto received from the company for the time thereafter given to the company.

(12) Arbitrations The union and the employer agree that in the event they are unable to agree with reference to any matter of dispute, the question in dispute shall be submitted to a Board of Arbitration, one member to be chosen by the union, one by the employer and the third by the two above-referred-to, and if the two cannot agree as to the third arbitrator, then the third member shall be chosen by a Judge of the United States District Court of this district. The parties hereto agree to accept and abide by any decision made by a majority of said Board of Arbitrators.

(13) Strikes, Stoppages and Lockouts: This agreement provides for an orderly adjustment of differences. Therefore, it is agreed by the parties hereto that during the term of this agreement, there shall be neither a strike, stoppage in work by the employees, nor a lookout by the company.

(14) It is understood that the employer shall have the right to reduce the number of employees in accordance with its judgment as to business requirements, and to discharge any employee whose services are unsatisfactory to the employer for any reason which, to the employer, shall seem sufficient, but such discharge shall not be because of the affiliation of said employee with this union or his or her activities therein.

(15) Vacations: Each employee of this plant who shall have been employed for a period of not less than six (6) months of consecutive employment, and who has a regular attendance record, shall be entitled to one week per year vacation with pay. An employee who shall have been employed for a period of not less than two (2) years consecutive employment, with a regular attendance record, shall be allowed two weeks vacation per year with pay. The times at which such vacations shall be taken to be arranged by the employees and a representative of the employer, and in case of any claim of unfairness to the employee the matter to be referred to the committee of the

union for adjustment with the employer.

(16) The members of this union shall have the privilege of taking out sick and accident insurance with the Prudential Life Insurance Company as at present contracted for, and the employer agrees to pay not less than one-half of the premiums on such insurance so long as said contract is in effect. The members of the union shall have the right, at their option, to become parties to a group life insurance plan with the Prudential Life Insurance Company as at present contracted for, and the employer agrees to pay one-half of the premiums on such insurance so long as said contract is in effect. The employer agrees, as at present, to maintain in its plant at 1828 Walnut Street, Kansas City, Missouri or at any successor plant in Kansas City, Missouri, a hospital room with not less than two trained nurses in attendance, said service to be for the benefit of all members of the union free of charge.

(17) Duration of contract: This contract shall continue in full force and effect for a period of twenty-four months from the date hereof,

IN WITNESS WHEREOF, we have hereunto affixed our hands, this 27th day of May 1937. Executed in duplicate.

DONNELLY GARMENT WORKERS' UNION

Donnelly Garment Co

By Nell Quinlan Reed.

Attest: R.J. Iyralam, Secretary

Donnelly Garment Sales Co

By Alex G. Green, Brs.

Attest: R.J. Iyraham, Secretary Party of Second Part

By Rose K. Todd., General Chairman

Mamil Riddle Vice CH.

Majorie Green, Sec.

T.R. Brown –Tres., Committeemen, Party of First Par

Charlotte Casen

Anna Richards

Lillian Ellis

Sallie K. Ormsby

JackMcConaugley

H.J. Otherton