

New York, N. Y.

August 3, 1933.

The Executive Committee meeting was held in the Board Room of the American Smelting and Refining Company, New York City, on August 3, 1933 at 2:00 P.M., to consider a procedure after having filed the Lead Industries Association Code of Fair Competition with the Control Division of the National Recovery Administration on August 1st.

Present

Clinton H. Crane, Chairman
F. H. Brownell
W. C. Beschorman
I. H. Cornell
J. A. McCarthy
F. Y. Robertson

F. E. Wormser, Secretary.

Representing

St. Joseph Lead Co.
American Smelting & Refining Co.
National Lead Co.
St. Joseph Lead Co.
United Metals Selling Co.
United States Smelting Refining & Mining Co. Inc.

Mr. Crane occupied the chair.

The Secretary reported that if the Lead Industries Association desired to receive the benefits of the President's Reemployment Agreement it would be necessary to indicate to the Deputy Administrator in charge of lead which of the provisions of the President's Code would be substituted by the Code of the Lead Industries Association. He was informed that the decision lay in the hands of the Deputy Administrator and his advisors and would not have to be referred to the Administrator himself. In order to expedite matters the Committee reread the President's Reemployment Agreement and concluded from the information available to the Committee that paragraphs 3,

4, 6, 7, 9, 10, 12 and 14 contained hardships that would make acceptance of the President's Agreement objectionable. The Secretary was authorized to dispatch the following telegram to Division chairmen or members:

LEAD ASSOCIATION CODE FILED AUGUST FIRST
WASHINGTON stop TO OBTAIN BENEFITS PRESIDENT'S RE-
EMPLOYMENT AGREEMENT PENDING FINAL DISPOSITION
OUR CODE WE HAVE TO PRESENT OBJECTIONS AND HARD-
SHIPS OF OPERATING UNDER PRESIDENTS REEMPLOYMENT
AGREEMENT TO OUR DEPUTY ADMINISTRATOR stop PLEASE
AIRMAIL US IMMEDIATELY ALL ITEMS IN PRESIDENTS
AGREEMENT WHICH CAUSE YOU HARDSHIP OR WORK UPON
YOU UNFAIRLY TOGETHER WITH REASONS stop EXECUTIVE
COMMITTEE WILL ASSEMBLE DATA TO PRESENT STRONGEST
POSSIBLE CASE WASHINGTON stop EXECUTIVE COMMITTEE
FEELS PARAGRAPHS THREE FOUR SIX SEVEN NINE TEN
TWELVE FOURTEEN CREATE DIFFICULTIES OR CAUSE HARD-
SHIP.

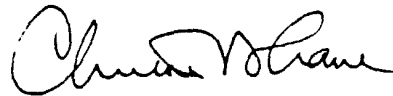
The following applications for membership were presented for consideration and there being no objection were unanimously admitted to membership:

Cambridge Smelting Co., Cambridge, Mass.
Division Lead Co., Chicago, Ill. LIA02416
Gardiner Metal Co., Chicago, Ill.
Nassau Smelting & Refining Co., New York, N. Y.
Republic Metals Corp., Brooklyn, N.Y.
White Metal Rolling & Stamping Corp., Brooklyn, N. Y.

LIA 12

The Executive Committee confirmed the emergency action taken on July 31st, establishing the Foil Division of the Lead Industries Association and admitting the following companies to membership:

Johnston Tin Foil & Metal Co., New York, N. Y.
Reynolds Metals Co., Chicago, Ill.
Tobacco Foil Co., Winston-Salem, N. C.



Chairman



Secretary

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LIA 13

To Every Employer:

1. This agreement is part of a nation-wide plan to raise wages, create employment, and thus increase purchasing power and restore business. That plan depends wholly on united action by all employers. For this reason I ask you, as an employer, to do your part by signing.

2. If it turns out that the general agreement bears unfairly on any group of employers they can have that straightened out by presenting promptly their proposed Code of Fair Competition.

FRANKLIN D. ROOSEVELT.

The White House, July 27, 1933.

PRESIDENT'S REEMPLOYMENT AGREEMENT

(Authorized by Section 4a National Industrial Recovery Act)

During the period of the President's emergency reemployment drive, that is to say, from August 1 to December 31, 1933, or to any earlier date of approval of a Code of Fair Competition to which he is subject, the undersigned hereby agrees with the President as follows:

(1) After August 31, 1933, not to employ any person under 16 years of age, except that persons between 14 and 16 may be employed (but not in manufacturing or mechanical industries) for not to exceed 3 hours per day and those hours between 7 a.m. and 7 p.m. in such work as will not interfere with hours of day school.

(2) Not to work any accounting, clerical, banking, office, service, or sales employees (except outside salesmen) in any store, office, department, establishment, or public utility, or on any automotive or horse-drawn passenger, express, delivery, or freight service, or in any other place or manner, for more than 40 hours in any 1 week and not to reduce the hours of any store or service operation to below 52 hours in any 1 week, unless such hours were less than 52 hours per week before July 1, 1933, and in the latter case not to reduce such hours at all.

✓ (3) Not to employ any factory or mechanical worker or artisan more than a maximum week of 35 hours until December 31, 1933, but with the right to work a maximum week of 40 hours for any 6 weeks within this period; and not to employ any worker more than 8 hours in any 1 day.

✓ (4) The maximum hours fixed in the foregoing paragraphs (2) and (3) shall not apply to employees in establishments employing not more than two persons in towns of less than 2,500 population which towns are not part of a larger trade area; nor to registered pharmacists or other professional persons employed in their profession; nor to employees in a managerial or executive capacity, who now receive more than \$35 per week; nor to employees on emergency maintenance and repair work; nor to very special cases where restrictions of hours of highly skilled workers on continuous processes would unavoidably reduce production but, in any such special case, at least time and one third shall be paid for hours worked in excess of the maximum. Population for the purposes of this agreement shall be determined by reference to the 1930 Federal census.

(5) Not to pay any of the classes of employees mentioned in paragraph (2) less than \$15 per week in any city of over 500,000 population, or in the immediate trade area of such city; nor less than \$14.50 per week in any city of between 250,000 and 500,000 population, or in the immediate trade area of such city; nor less than \$14 per week in any city of between 2,500 and 250,000 population, or in the immediate trade area of such city; and in towns of less than 2,500 population to increase all wages by not less than 20 percent, provided that this shall not require wages in excess of \$12 per week.

✓ (6) Not to pay any employee of the classes mentioned in paragraph (3) less than 40 cents per hour unless the hourly rate for the same class of work on July 15, 1929, was less than 40 cents per hour, in which latter case not to pay less than the hourly rate on July 15, 1929, and in no event less than 30 cents per hour. It is agreed that this paragraph establishes a guaranteed minimum rate of pay regardless of whether the employee is compensated on the basis of a time rate or on a piecework performance.

Q ✓ (7) Not to reduce the compensation for employment now in excess of the minimum wages hereby agreed to (notwithstanding that the hours worked in such employment may be hereby reduced) and to increase the pay for such employment by an equitable readjustment of all pay schedules.

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(8) Not to use any subterfuge to frustrate the spirit and intent of this agreement which is, among other things, to increase employment by a universal covenant, to remove obstructions to commerce, and to shorten hours and to raise wages for the shorter week to a living basis.

✓ (9) Not to increase the price of any merchandise sold after the date hereof over the price on July 1, 1933, by more than is made necessary by actual increases in production, replacement, or invoice costs of merchandise, or by taxes or other costs resulting from action taken pursuant to the Agricultural Adjustment Act, since July 1, 1933, and, in setting such price increases, to give full weight to probable increases in sales volume and to refrain from taking profiteering advantage of the consuming public.

✓ (10) To support and patronize establishments which also have signed this agreement and are listed as members of N.R.A. (National Recovery Administration).

(11) To cooperate to the fullest extent in having a Code of Fair Competition submitted by his industry at the earliest possible date, and in any event before September 1, 1933.

✓ (12) Where, before June 16, 1933, the undersigned had contracted to purchase goods at a fixed price for delivery during the period of this agreement, the undersigned will make an appropriate adjustment of said fixed price to meet any increase in cost caused by the seller having signed this President's Reemployment Agreement or having become bound by any Code of Fair Competition approved by the President.

(13) This agreement shall cease upon approval by the President of a code to which the undersigned is subject; or, if the N.R.A. so elects, upon submission of a code to which the undersigned is subject and substitution of any of its provisions for any of the terms of this agreement.

✓ (14) It is agreed that any person who wishes to do his part in the President's reemployment drive by signing this agreement, but who asserts that some particular provision hereof, because of peculiar circumstances, will create great and unavoidable hardship, may obtain the benefits hereof by signing this agreement and putting it into effect and then, in a petition approved by a representative trade association of his industry, or other representative organization designated by N.R.A., may apply for a stay of such provision pending a summary investigation by N.R.A., if he agrees in such application to abide by the decision of such investigation. This agreement is entered into pursuant to section 4 (a) of the National Industrial Recovery Act and subject to all the terms and conditions required by sections 7 (a) and 10 (b) of that act.

Dated _____, 1933.

(Sign here) _____

(Name)

(Official position)

(Firm and corporation name)

(Industry or trade)

(Number of employees at the date of signing)

(Street)

(Town or city)

(State)

SIGN AND MAIL IN ACCOMPANYING ENVELOPE

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