EXECUTIVE COMMITTEE MEETING

New York, N. Y. August 17, 1933.

A meeting of the Executive Committee of the Lead Industries Association was held in the Board Room of the National Lead Company, 111 Broadway, New York City, on Thursday, August 17, 1933, at 10:00 A.M.

Present	Representing
Clinton H. Crane, Chairman	St. Joseph Lead Co.
Colley W. Bell	American Smelting & Refining Co.
Roger W. Straus	" " " " "
W. C. Beschorman	National Lead Company
F. Y. Robertson	United States Smelting Refining and Mining Co. Inc.

F. E. Wormser, Secretary.

Mr. Clinton H. Crane occupied the chair.

The Chairman informed the Committee that information over the telephone had been received from Washington to the effect that General Johnson had endorsed the petition of the Lead Industries Association for the substitution of Articles VI and VII of the Code of Fair Competition of the Lead Industries Association for Sections 3, 6 and 9 of the President's Reemployment Agreement. Accordingly, a notice to members had been prepared, a copy of which was spread before the Committee as follows:

> The Lead Industries Association has succeeded in procuring a modification of the President's Reemployment Agreement which will enable those members who desire to do so, to procure the Blue Eagle without waiting for the Code of Fair Competition of the Lead Industries Association to be approved by the President. As you know, the Blue Eagle is only bestowed upon those companies operating under an approved code, or those who have signed the President's Reemployment Agreement.

The Blue Eagle may be obtained by our members through the following procedure:

1. Sign the President's Reemployment Agreement, adding the following endorsement after paragraph (14): "This agreement is subject to the substitution of Articles VI and VII of the Code of Fair Competition submitted for the Lead Industry for Paragraphs 3, 6 and 9 of the President's Reemployment Agreement.

In the event that your Company is engaged in the manufacture of other products, which do not come under the lead code, also make the following endorsement underneath your firm name and on the dotted line headed "Industry or Trade": "As to Lead Industry Only".

After specifying the number of employees on the line provided for the purpose add the words, "in its lead business".

It is also recommended that you add the clause, "Affecting its lead business only" immediately after the preamble of the President's Reemployment Agreement.

2. Then mail the Agreement in the envelope procured from the Government for the purpose.

3. Sign the Certificate of Compliance adding after the word "signed" the following endorsement: "Affecting our lead business only. To the extent of the N.R.A. consent as announced we have complied in our lead business with the President's Reemployment Agreement by complying with the substituted provisions of the Code submitted for the Lead Industry".

Also add the endorsement, "As to lead industry only" on the dotted line "Industry or Trade" of the Certificate of Compliance.

4. Deliver your Certificate of Compliance to your Post Office to receive the Blue Eagle, the official N.R.A. insignia.

The modified President's Reemployment Program, with the substitutions indicated above, will consist of the preamble, paragraphs 1, 2, 4, 5, 7, 8, 10, 11, 12, 13 and 14 unchanged and paragraphs 6 and 7 of the Lead Code substituted for 3, 6 and 9 of the President's Reemployment Agreement.

Many questions will arise in executing the President's Reemployment Agreement as modified which can only be answered by referring you to the official interpretations supplied by the

National Recovery Administration in explanation of various sections of the President's Reemployment Agreement. A complete copy of these interpretations (20), as released to date and as widely published in the press are attached for your guidance.

The formal approval of the Lead Code as drafted by members of the Lead Industries Association must await public hearings, study and approval of the N.R.A. and ultimate approval of the President of the United States. As there is great congestion in Washington at the moment there will doubtless be a delay in scheduling our hearings. We shall probably receive ten days notice of our hearings. It is important that as many members as possible attend them so please hold yourself in readiness if you can arrange to appear.

During the interval pending the approval of the Lead Code, the modified President's Reemployment Agreement is available to those who desire the N.R.A. insignia immediately.

So that we may have a record in this office of those who have signed the modified President's Reemployment Agreement will you kindly notify us immediately as to any action you take in that respect?

Sincerely yours,

F. E. Wormser

Secretary.

It was regularly moved, seconded and carried that the notice as stated above, instructing members how they may obtain the Blue Eagle, should be sent to all members immediately upon receipt of a formal order from Washington signifying the approval of the petition of the Lead Industries Association for substitution under the President's Reemployment Agreement.

It was also moved, seconded and carried that the Secretary send the following telegram to out of town members:

NATIONAL RECOVERY ADMINISTRATION HAS APPROVED MODIFICATION OF PRESIDENTS REEMPLOYMENT AGREEMENT SUBSTITUTING ARTICLES SIX AND SEVEN OF OUR CODE FOR ARTICLES THREE SIX AND NINE OF THE PRA stop ANY MEMBER WHO DESIRES TO PROCURE BLUE EAGLE PENDING APPROVAL OF OUR CODE SHOULD SIGN PRA ADDING FOLLOWING ENDORSEMENT stop THIS AGREEMENT IS SUBJECT TO SUBSTITUTION OF ARTICLES SIX AND SEVEN OF THE CODE OF FAIR COMPETITION SUBMITTED FOR THE LEAD INDUSTRIES FOR SECTIONS THREE SIX AND NINE OF THE PRESIDENTS REEMPLOYMENT AGREEMENT stop IF YOU ARE ENGAGED NOT ONLY IN LEAD INDUSTRY BUT OTHERS ADD FOLLOWING ENDORSEMENT UNDER YOUR SIGNATURE stop AS TO LEAD INDUSTRY ONLY stop ADD FOLLOWING ENDORSEMENT TO CERTIFICATE OF COMPLIANCE stop TO THE EXTENT OF NRA CONSENT AS ANNOUNCED WE HAVE COMPLIED WITH THE PRESIDENTS AGREEMENT BY COMPLYING WITH THE SUBSTITUTED PROVISIONS OF THE CODE SUBMITTED FOR THE LEAD INDUSTRIES stop AMPLIFIED STATEMENT FOLLOWS

LEAD INDUSTRIES ASSOCIATION
F. E. WORMSER, SECRETARY.

The President read to the Committee a letter addressed to the Control Division of the National Recovery Administration requesting changes in the definitions submitted by the Lead Industries Association in its Code of Fair Competition, which met with the approval of the Committee. A copy of this letter follows:

Control Division
National Recovery Administration
Washington, D. C.

Gentlemen:

We respectfully request you to make the following corrections in the Code of Fair Competition of the Lead Industries Association as filed with you August 1, 1933, solely for the purpose of clarification and accuracy.

In Article II "Definitions" under (c) for the words "ore containing lead" substitute the words "lead ore".

In Article II "Definitions" under (e) substitute the following definition for the one submitted. "Lead Pigments" as used herein is defined to mean basic carbonate white lead, dry or in oil, basic lead sulphate, dry or in oil, litharge, red lead, dry or in oil, orange mineral, and other lead oxides with or without metallic lead content."

In the Preamble to our Code, kindly change the clause "100 per cent of the lead pigments" to read "95 per cent of the lead pigments."

Very truly yours,

F. E. Wormser

Secretary.

The question of release to the press was next considered and it was the unanimous feeling of the Committee that only that part of the Code should be made public which is released in Washington.

Mr. Straus acquainted the Committee with the present gold situation and the complications which had resulted in the sale of gold after the departure of the United States from the gold standard. He suggested that, in view of the great interest which the mining, smelting and refining members of the Lead Industries Association had in gold, the Association might be a useful medium for acquainting interested parties with the latest developments.

Without objection, the Secretary was authorized to mail a notice to all members of the mining, smelting and refining divisions, setting forth the latest rulings of the Treasury Department on the handling of gold in its various forms.

The applications for membership of Silverstein & Pinsof , Inc., Chicago, Illinois and Goldsmith Bros. Smelting and Refining Co., Chicago, Illinois, were presented

Whereupon it was regularly moved, seconded and carried that Silverstein and Pinsof, Inc., and Goldsmith Bros. Smelting and Refining Company, having met the qualifications for membership in the Lead Industries Association, be duly elected to membership and the Secretary instructed to notify them accordingly.

The meeting adjourned at 12:00 A.M.

Clinton H. Crane
CHAIRMAN

F. E. Wormser
SECRETARY

Note: The formal order of the N.R.A. approving substitution was received in Washington on Friday night, August 18, at 10:30 P.M. and on Saturday morning, with the approval of the

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President, the following note was attached to the bulletin of August 18th as authorized for distribution by the Executive Committee:

> "In authorizing substitution the N.R.A. made a few slight changes in the wording of Articles VI and VII of the Lead Code which do not alter the fundamental character of these articles. Please compare the approved versions in the attached official government release with those in the lead code for your guidance."

The following change was made in the telegram to out of town members:

> Adding the words "unimportantly modified" after the word "agreement" in the first sentence.

CHAMBER OF COMMERCE OF THE
UNITED STATES

INDUSTRIAL RECOVERY ACT

Washington, D. C., July 29, 1933

Interpretations of
President's Reemployment Agreement

(*Reprint of NRA Statement of July 28*)

The President's Reemployment Agreement was written in language intended to be flexible to meet many varieties of conditions. As a result, interpretations will be required from time to time as uncertainties in the application of the Agreement develop.

Interpretation No. 1 (concerning paragraph 7)

Paragraph 7 means, first, that compensation of employees above the minimum wage group (whether now fixed by the hour, day, week, or otherwise) shall not be reduced, either to compensate the employer for increases that he may be required to make in the minimum wage group in order to comply with the Agreement, or to turn this Reemployment Agreement into a mere share-the-work movement without a resulting increase of total purchasing power. This first provision of paragraph 7 is a general statement of what shall *not* be done.

The rest of paragraph 7 is a particular statement of what *shall* be done, which is that rates of pay for employees above the minimum wage group shall be increased by "equitable readjustments." No hard and fast rule can be laid down for such readjustments, because the variations in rates of pay and hours of work would make the application of any formula unjust in thousands of cases. We present, however, the following examples of the need for and methods of such readjustments:

Example 1. Employees now working forty hours per week in factories. When hours are reduced to thirty-five, the present rate per hour if increased one-seventh would provide the same compensation for a normal week's work as before.

Example 2. Employees now working sixty hours per week in factories. When hours are reduced to thirty-five, a rate per hour if increased one-seventh might be insufficient to provide proper compensation. But, to increase the rateby five-sevenths, in order to provide the same compensation for thirty-five hours as previously earned in sixty, might impose an inequitable burden on the employer. The sixty-hour week might have been in effect because of a rush of business, although a forty-hour week might have been normal practice at the same hourly wage. Seasonal or temporary increases in hours now in effect, or recent increases in wages, are proper factors to be taken into consideration in making equitable readjustments.

The policy governing the readjustment of wages of all employees in what may be termed the higher wage groups requires, not a fixed rule, but "equitable readjustment" in view of long standing differentials in pay schedules; with due regard for the fact that payrolls are being heavily increased, and that employees will receive benefits from shorter hours, from the reemployment of other workers, and from stabilized employment which may increase their yearly earnings.

The foregoing examples indicate the necessity of dealing with this problem of "equitable readjustment"of the higher rates of pay, on the basis of consideration of the varying circumstances and conditions of the thousands of enterprises and employments involved. Any attempt to define a national standard would be productive of widespread injustice. The National Recovery Administration will, through local agencies, observe carefully the manner in which employers comply with their Agreement to make "equitable readjustments," and will take from time to time and announce from Washington such action as may be necessary to correct clear cases of unfairness and to aid conscientious employers in carrying out in good faith the terms of the Agreement.

When an employer signs an Agreement and certifies his compliance *and also joins in the submission of a Code of Fair Competition* before September 1, 1933, his determination of what are "equitable readjustments" should be accepted, at least prior to September 1, as a prima facie compliance with his agreement, pending action by N.R.A. upon the Code submitted, or any other action by N.R.A. taken to insure proper interpretations or applications of Agreements. This will afford N.R.A. an opportunity to survey the general results of the Reemployment Program and to iron out difficulties and misunderstandings over Agreements that are of a substantial character.

Interpretation No. 2 (concerning paragraph 14)

A person who believes that some particular provision in the Agreement, because of peculiar circumstances, will create great and unavoidable hardship, should prepare a petition to N.R.A. asking for a stay of this provision as to him. He should then submit this petition to the trade association of his industry or if there is none, to the local Chamber of Commerce or similar representative organization designated by N.R.A., for its approval. The written approval of the trade association, or such other organization, will be accepted by N.R.A. as the basis for a temporary stay, without further investigation, pending decision by N.R.A. The petition must contain a promise to abide by N.R.A.'s decision, so that if N.R.A. decides against the petitioner, he must give effect to the provision which was stayed, from the date of the decision of N.R.A.

The petition and approval of the trade association or other organization, as prescribed above, should be forwarded to N.R.A. in Washington; and the employer's signed copy of the President's Reemployment Agreement should be sent to the District Office of the Department of Commerce. After complying with these requirements the employer will be entitled to receive and display the Blue Eagle by delivering his certificate of compliance to his Post Office.

Paragraph 14 is not intended to provide for group exceptions, but only to meet cases of individual hardship.

Interpretation No. 3 (concerning date of compliance)

It is expected that all employers desiring to cooperate with the President's recovery program will sign the Agreements promptly and mail them in. It is recognized, however, that it will be physically impossible in many instances to adjust employment conditions and to hire the necessary additional personnel in order to comply with the Agreement on August 1st. For that reason, provision has been made for issuing the Blue Eagle only upon the filing of a certificate of compliance. It should be possible in most cases to make the necessary adjustments and file a certificate of compliance within the first week of August, and such action, taken as promptly as possible, will be regarded as carrying out the Agreement in good faith.

Interpretation No. 4 (concerning paragraph 13)

All employers are expected to sign the Agreement, whether Codes have been submitted to the N.R.A. or not (unless such Codes have already been approved); but after the President has approved a Code, or after N.R.A. has approved of the substitution of the provisions of a Code for Agreements in the trade or industry covered, conformity with the Code provisions by an employer will be regarded as compliance with his individual Agreement.

Interpretation No. 5 (concerning paragraph 9)

Where the July 1, 1933 price was a distress price, the employer signing the agreement may take his cost price on that date as the base for such increase in selling price as is permitted by Paragraph 9.

Interpretation No. 6 (concerning employments covered by the Agreement)

The following groups of employment are not intended to be covered by the President's Reemployment Agreement:

1. Professional occupations.
2. Employees of Federal, State and local governments and other public institutions and agencies.
3. Agricultural labor.
4. Domestic servants.
5. Persons buying goods and selling them independently or persons selling solely on commission, provided however, that persons regularly employed to sell on commission, with a base salary or guaranteed compensation, come within the requirements of the agreement.

CHAMBER OF COMMERCE OF THE
UNITED STATES

INDUSTRIAL RECOVERY ACT

Washington, D. C., July 31, 1933

Interpretations of
President's Reemployment Agreement

(*Interpretations Nos. 7 to 16*)

Interpretation No. 7 (concerning emergency maintenance and repair work)

Hours worked in excess of the maximum by employees on emergency maintenance or repair work shall be paid at the rate of time and one-third.

Interpretation No. 8 (concerning seasonal reduction of hours of operation)

The hours of any store or service operation may be reduced below the minimum specified in paragraph 2, if the reduction is in accordance with a practice of seasonal reduction of hours and does not result in reduction of the weekly pay of employees.

Interpretation No. 9 (concerning the minimum wage for apprentices)

The minimum wage provisions of the Agreement do not apply to apprentices if under contract with the employer on August 1, 1933, but no one shall be considered an apprentice within the meaning of this Interpretation who has previously completed an apprenticeship in the industry.

Interpretation No. 10 (concerning the minimum wage for part time workers)

The minimum wage for a part time worker in an employment described in Paragraph 2 of the Agreement is a wage such that if the employee worked at that wage for a full week of 40 hours he would receive the minimum weekly wage prescribed for him by the Agreement. The minimum wage for a part time worker in an employment described in Paragraph 3 of the Agreement is the minimum wage per hour prescribed by Paragraph 6 of the Agreement.

Interpretation No. 11 (concerning maximum hours of store operation)

The Agreement imposes no limitation on the maximum hours of operation of a store or service.

Interpretation No. 12 (concerning employments included in Paragraph 2)

The following are among the employments included in Paragraph 2:

Barbers	Watchmen
Beauty parlor operators	Porters
Dish washers	Restaurant workers
Drivers	Filling Station operators
Delivery men	Maintenance force including charwomen, window-washers, etc
Elevator operators	
Janitors	

Interpretation No. 13 (concerning immediate trade area)

"Immediate trade area" is the area in which there is direct retail competition. In case of question, the decision shall be made by the local Chamber of Commerce or similar representative organisation subject to review by the State Recovery Board.

Interpretation No. 14 (concerning owners of stores without employees)

Owners operating their own establishments without any employees may obtain the insignia of N.R.A. by signing the Agreement and a certificate of compliance.

Interpretation No. 15 (concerning employees acting primarily in a managerial or executive capacity)

The maximum hours fixed in Paragraphs 2 and 3 of the Agreement do not apply to an employee receiving more than $35.00 per week and who is acting primarily although not wholly in a managerial or executive capacity.

Interpretation No. 16 (concerning non-profit organizations)

Non-profit organizations are considered as employers for the purposes of the Agreement.

CHAMBER OF COMMERCE OF THE
UNITED STATES

INDUSTRIAL RECOVERY ACT

Washington, D. C., August 24, 1933

Interpretations of
President's Reemployment Agreement

(*Interpretations Nos. 17 to 21*)

Interpretation No. 17 (concerning signing of Agreements)

An employer engaged in several different business or employing labor of several different classes should sign but one Agreement.

Interpretation No. 18 (concerning employments included in Paragraph 2)

The following are among the employments included in paragraph 2: Maintenance forces (including charwomen, window cleaners, etc.) (See No. 12.)

Interpretation No. 19 (concerning professional persons)

The following are included among professional persons within the meaning of paragraph 4: Newspaper Reporters, Editorial Writers, Rewrite Men and other members of editorial staffs, Internes, Nurses, Hospital Technicians, Research Technicians

Interpretation No. 20 (concerning Paragraph 7 supplementing Interpretation No. 1)

Paragraph 7 prevents the reduction of compensation in excess of the minimum, whether it is paid by the hour, day, week or month.

Therefore, an employee previously paid by the day, week or month will receive as much for the shorter day, week or month.

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An employee previously paid by the hour will receive as much per hour, but as shortening his hours will reduce his actual earnings per day or week his compensation per hour is to be increased by an equitable readjustment.

There is no fixed rule which can be applied to determine what is an equitable readjustment. In general, it will be equitable to figure what the employee would have earned at his previous rate per hour in a normal week in the industry, and then to increase the hourly rate so as to give him substantially the same compensation as he would have gotten for that normal week. But consideration must be given to other factors, including: Is the existing rate high or low compared with the average rate paid in the industry? Will the resulting adjustment result in an unfair competitive advantage to other employers or other trades or industries? Will a long-standing wage differential be lost if there is no increase in the existing rate?

Where an employer is bound by the terms of a contract with a labor organization entered into as the result of bona fide collective bargaining and he is unable to effect a change in such contract by agreement in order to comply with the terms of the President's Reemployment Agreement, he may certify his compliance with the President's Agreement with the following exception: "Except as required to comply with the terms of agreement in effect between the undersigned and______________________________."

(*name of labor organization*)

It should be understood that his exception can be made only in the case of a contract not subject to change at the discretion of the employer and then only after a certified copy of the contract has been filed with the National Recovery Administration and its approval has been given to the exception stated.

Interpretation No. 21 (supplementing Interpretation No. 20)

The following paragraph is added at the end of Interpretation No. 20:

"When application is made for approval of such an exception, the application will be handled by the National Recovery Administration in the same manner as applications for relief in cases of individual hardship filed under Paragraph 14 of the President's Reemployment Agreement, provided, however, that the approval of a trade association or other representative organization will not be required."

PETITION TO THE ADMINISTRATOR FOR N.R.A. CONSENT TO THE SUBSTITUTION OF PARAGRAPHS ARTICLES VI, VII OF A CODE OF FAIR COMPETITION FOR THE LEAD INDUSTRY FOR PARAGRAPHS 3, 6, AND 9 OF THE PRESIDENT'S REEMPLOYMENT AGREEMENT.

The undersigned, being duly constituted representatives of the Lead Industry do hereby petition the National Recovery Administrator to consent to the substitution of the following paragraphs of a code of fair competition for the Lead Industry heretofore submitted:

(For paragraph 3 of President's Agreement.
Code reference:) ARTICLE VI

No employees of the following divisions of the lead industry (except hoistmen, power house men and pump men in the mining division) shall be employed more than the maximum of forty (40) hours per week.

1. Lead mining division
2. Lead smelting and refining division
3. Lead pigments division
4. Metallic lead products division
5. Metallic foil products division

Provided, however, that employees may average forty (40) hours per week over the period from the effective date until October 1, 1933, or over any of the successive thirteen (13) week periods ending respectively December 31, 1933, April 1, 1934, July 1, 1934; provided further that the hours of labor in each period will not be in excess of a total of five hundred and twenty (520) hours of labor; provided further that such maximum working hours shall not apply in case of accidents or emergencies where the safety of the men or the preservation of the property necessitates temporarily longer hours.

(For paragraph 6 of President's Agreement.
Code reference:) ARTICLE VII

No employees of the lead industry shall be paid less than 35¢ per hour unless the hourly rates of the same class of work on July 15, 1929 was less than 35¢ per hour, in which latter case not to pay less than the hourly rate of July 15, 1929, and in no event less than 30¢ per hour. Cleaners, watchmen and outside labor shall be limited to 5% of the total number of employees and shall be paid not less than 30¢ per hour. This paragraph establishes a guaranteed minimum rate of pay regardless of whether the employee is compensated on the basis of a time rate or a piece work performance.

for paragraphs: 3, 6, and 9 of the President's Reemployment Agreement.

Signed: F. E. Wormser
Representing: Lead Industries Association

Dated August 16, 1933.

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After consideration, and with the approval of labor advisors and industrial advisors, as shown hereon, I recommend that N.R.A. elect to substitute said Code provisions for said provisions of the P.R.A. and to authorize employers to sign the agreement subject to such substitutions and to signify their compliance with the P.R.A. by adding to the standard statement of compliance, the following sentence:

> To the extent of N.R.A., consent as announced, we have complied with the President's Agreement by complying with the substituted provisions of the Code submitted for the Lead Industry.

Signed: Robert T. Stevens
Chairman of Policy Board

Approved:

William J. Barrett
Industrial Advisor

W. J. Woolston
Labor Advisor

Approved as to form:

K. Johnston
Legal Division

After the date hereof, the Certificate of Compliance signed by employers in such Industry, with the additional note above mentioned will entitle them to National Recovery Administration Insignia.

T. S. HAMMOND, Director of President's Emergency Reemployment Program.

Approved as an election by the N.R.A. under Section 13 of the President's Reemployment Agreement:

HUGH S. JOHNSON
Administrator

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August 22, 1933.

Members of the Mining, Smelting and Refining Divisions of the Lead Industries Association:

In view of the great interest of our mining, smelting and refining members in the present gold situation, the Executive Committee of the Lead Industries Association has requested me to send you a copy of the order dated August 15th by Acting Commissioner Dow in Washington to the Collector of Customs, governing the export from the United States of ores, concentrates, precipitates and unretorted amalgams containing gold. A copy of this letter follows:

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TREASURY DEPARTMENT
Washington

Bureau of Customs
Circular Letter No. 1028

August 15, 1933.

To the Collectors of Customs:

Reference is made to the regulations issued by the Secretary of the Treasury under date of April 29, 1933, on the subject of licensing the production and export of gold and the Bureau's telegram of August 12, 1933.

You are advised that ores, concentrates, precipitates and unretorted amalgam containing gold which has not been smelted or refined, are not to be considered as gold bullion and may be exported.

You are instructed to report to the Bureau on the first and sixteenth of each month the gold content of ores, concentrates, precipitates and amalgam exported during the previous fifteen day period.

If there are no transactions during any fifteen day period a report should be rendered to that effect.

Bureau of Customs Circular Letter No. 1024 is hereby suspended.

(Signed) Frank Dow
Acting Commissioner of Customs

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Very truly yours,

LEAD INDUSTRIES ASSOCIATION

F. E. Wormser

Secretary.