

NATIONAL RECOVERY ADMINISTRATION

CODE OF FAIR COMPETITION

FOR THE

BOBBED AND REGULAR HAIRPIN INDUSTRY

AS SUBMITTED ON AUGUST 22, 1933

REGISTRY No. 251-06

The Code for the Bobbed and Regular Hairpin Industry
in its present form merely reflects the proposal of the above-mentioned
industry, and none of the provisions contained therein are
to be regarded as having received the approval of
the National Recovery Administration
as applying to this industry



UNITED STATES
GOVERNMENT PRINTING OFFICE
WASHINGTON: 1933

CODE OF FAIR COMPETITION FOR THE BOBBED AND REGULAR HAIRPIN INDUSTRY

This Code is prepared for the Bobbed and Regular Hairpin Manufacturers by their committee assembled in meeting for that purpose in New York City on Thursday, July 27, 1933, with sub-

sequent revisions.

The Bobbed and Regular Hairpin Industry is one of many divisions of the Notion Industry. Most of the Bobbed and Regular Hairpin Manufacturers are members of the National Notion Association, 1170 Broadway, New York City.

Therefore, the Bobbed and Regular Hairpin Manufacturers have not formed a separate association—instead they have appointed a

Committee of Three to act for all the manufacturers.

Members of this Committee are: J. A. O'Brien, DeLong Hook & Eye Co.; A. G. Smith, Smith & Sons Corp.; C. O. Todd, chairman, The Wilson Fastener Co.

The Committee Address is, care of the National Notion Associa-

tion, 1170 Broadway, New York, N.Y.

CODE PROVISIONS

(a) Wherever the term Hairpin is used in this Code it is understood to refer to metal Hairpins, Bobbed and/or Regular Styles.

(b) This Code is adopted pursuant to Title I of the National Industrial Recovery Act, and its purpose is to effectuate the policy

thereof insofar as it is applicable to the Hairpin Industry.

(c) Any Manufacturer or Packer of Hairpins is eligible to membership under this Code. No one not now engaged in the manufacture and/or packing of Hairpins shall be permitted to engage in the business of manufacturing and/or packing Hairpins during the continuance of this Code under the National Industrial Recovery Act without first obtaining a license therefor from the Administrator of the National Industrial Recovery Act.

(d) Pursuant to subsection (a) of Section 7 of the National Industrial Recovery Act, and so long as the Code under the said Act shall remain in effect, the undersigned manufacturers of Hair-

pins hereby agree to the following:

(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 three 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 one week and not to reduce the hours of any store or service operation to below 52 hours in any one 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 forty hours and not to employ any

worker more than eight hours in any one 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 firemen and watchmen. 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 per cent 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 15th, 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; provided nothing in this paragraph shall be construed to interfere with the present policy in the industry of hiring new and inexperienced workers at a rate not less than 20¢ per hour but which concession shall in no wise extend beyond a maximum of 4 weeks from the date of original hiring; and be it further provided that homework in the commonly accepted use of that term, shall be paid for at not more than 15% less than the foregoing rate.

(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.

(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) To prepare within a reasonable period of time a Supplement hereto establishing fair trade practices and standardization of packing and counts for the Hairpin Industry, including fair and equitable minimum selling prices, to further effectuate the purposes of the National Industrial Recovery Act.

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

(National Recovery Administration).

(11) To comply with the provisions of this Code within one week

after its approval by the President of the United States.

(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) The Committee is charged with the enforcement of the provisions of the Code and with the duties of hearing and adjusting any complaints. It shall be the duty of the Committee to report to the Administrator of The National Industrial Recovery Act, violation of the provisions of this Code with full information of their findings.

(14) This agreement is signed subject to all the terms and conditions required by Sections 7 (a) and 10 (b) of the National Industrial Recovery Act, but with the understanding that nothing herein shall prevent the selection, retention, and advancement of employees on the basis of their individual merit, without regard to their affiliation or nonaffiliation with any labor organization.

The undersigned Manufacturers hereby instruct the Committee or its Chairman to deliver this Code to the Administrator of the Na-

tional Industrial Recovery Act at Washington, D.C.

This Code has been formally signed by the following: William L. Barth Co., 930 W. 39th St., Los Angeles, Calif. (Packers); DeLong Hook & Eye Co., Clearfield & 21st. St., Philadelphia, Pa., H. Goodman & Sons Inc., 17 West 17th St., New York, N.Y.; Hair Net Packers Inc., 8 West 30th St., New York, N.Y.; The Hayes-Donahue Mfg. Co., Waterbury, Conn.; The Hump Hair Pin Mfg. Co., 1918 Prairie Ave., Chicago, Ill.; The Rieser Co., Inc., 119 West 40th St., New York, N.Y. (Packers); Scolding Locks Corp., 1520 W. Rogers Ave., Appleton, Wis.; Smith & Sons Corp., 2969 Main St. Buffalo, N.Y.; Sta-Rite Hair Pin Co., Shelbyville, Ill.; Star Pin Company, Derby, Conn.; The Sterling Pin Co., Derby, Conn.; Vogue Pin Co., 1924 Franklin St., Oakland, Calif.; The Wilson Fastener Co., 1000 Lakeside Ave. N.E. Cleveland, Ohio.

This Code has not been signed by the other known firms in the Industry, which are as follows: Wallace Barnes Company, Bristol, Conn. (Contract Manufacturers); Dunbar Brothers Company, Bristol, Conn. (Contract Manufacturers); L. F. Grammes & Sons, Inc., Allentown, Pa.; Laura Hair Novelty Co., 34 W. 27th St., New York, N.Y.

(Packers); The Pincho Hair Pin Co., 153 Washington St., N. Boston, Mass. (Packers); Wm. Prym of America, Inc., 3412 Washington St., Long Island City, N.Y.; Standard Plating Works, 268 1st St. San Francisco (Contract Manufacturers).

Contract Manufacturers do not pack or market. They sell exclusively to Packers.

Packers buy their product in bulk from Contract Manufacturers, then pack and market.

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