Registry No. 1743-15

NATIONAL RECOVERY ADMINISTRATION

PROPOSED CODE OF FAIR COMPETITION

FOR THE

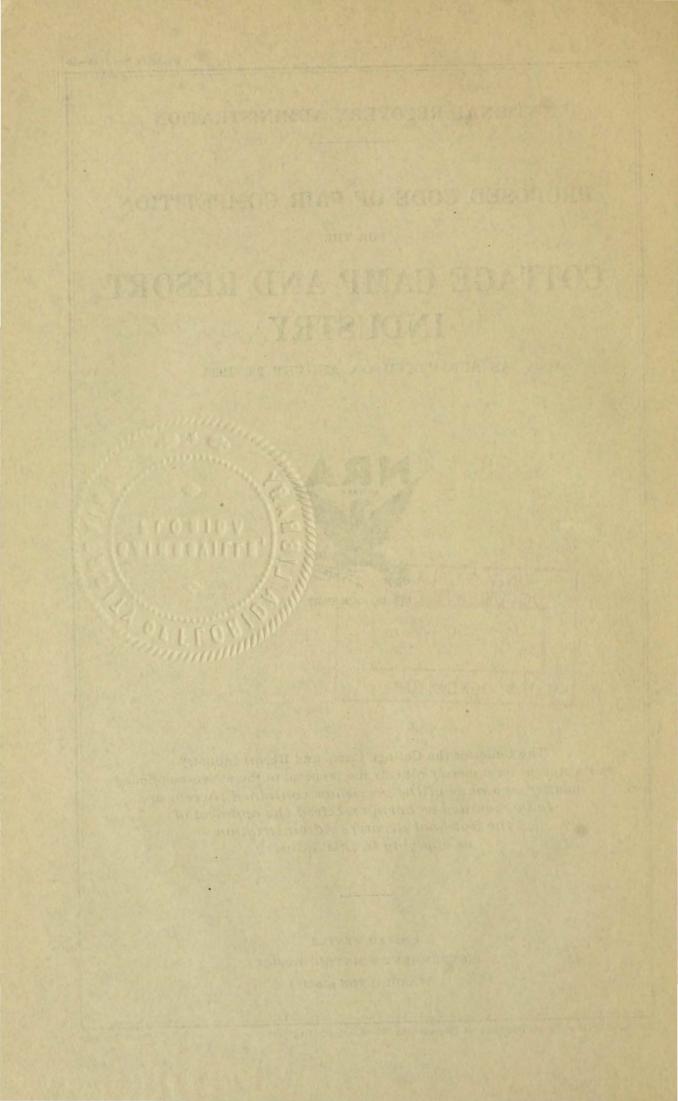
COTTAGE CAMP AND RESORT INDUSTRY

AS SUBMITTED ON AUGUST 28, 1933



The Code for the Cottage Camp and Resort 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



A CODE OF FAIR COMPETITION FOR THE COTTAGE CAMP AND RESORT INDUSTRY

PREAMBLE

To effectuate the policy of Title 1, of the National Recovery Act during the period of the emergency, by reducing and relieving unemployment, improving the standards of labor, eliminating competitive practices destructive to the interests of the public, employees, and employers, hastening the rehabilitation of the Cottage Camp and Resort Industry, as well as the industrial rehabilitation of the Nation as a whole, with its resulting beneficient effect upon all classes of our citizens, the following provisions are submitted as a code of fair competition for the Cottage Camp and Resort Industries.

1. Definition of a Cottage Camp and Resort.—Any corporation, co-partnership, individual, or individuals, owning or operating a business wherein cottages, cabins, or apartments are rented to tourists or transient travelers, with or without bedding, dishes, and other miscellaneous camping equipment, shall be construed a cottage camp, within the meaning of this Code, and shall be subject to all the provisions herein.

2. The Cottage Camp and Resort Industry, as required by Section 7 (a) of Title 1, of the National Industrial Recovery Act, subscribe to the following provisions:

(1) "That employees shall have the right to organize and bargain collectively through representatives of their own choosing, and shall be free from interference, restraint, or coercion of employers of labor, or their agents, in the designation of such representatives or in self organization or in other concerted activitivies for the purpose of collective bargaining or other mutual aid or protection;

(2) "That no employee and no one seeking employment shall be required as a condition of employment to join a company union or to refrain from joining, organizing or assisting a labor organization of his own choosing and

(3) "That employers shall comply with the maximum hours of labor, minimum rates of pay, and other working conditions of employment approved by the President.

A. Working Hours. To effectuate the policy of this code of Fair Competition, maximum hours of labor shall be uniform for the whole country. Standard working hours shall be five days of eight hours each for all janitors, chambermaids, porters, and clerks. When necessary, overtime and extra shifts shall be permitted, provided that no employee shall work more than the maximum of forty hours per week during the present emergency. It is not the intention of this paragraph to limit the number of days a cottage camp or resort may operate.

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B. Minimum Wages. A minimum wage of 30¢ per hour is established for all classes of labor and fourteen dollars per week in cities designated under the President's blanket code with a minimum of \$12.00 per week in towns and villages under 2,500 population.

3. Trade Practice Rules.—

A. Cost and Accounting. Every cottage camp and resort shall maintain some approved cost-finding system and approved standard accounting methods.

B. Secret Rebates. Secret payment of rebates, commissions, cred its or unearned discounts, whether in form of money or otherwise, or secretly extending certain customers special services or privileges not extended to all customers, under like terms and conditions, shall constitute a violation of this Code.

C. Defamation of Competitors. Defamation of competitors by falsely imputing to them dishonest or dishonorable conduct, inability to perform contracts, questionable credit standing, or by other false statements or representations, or by false disparagement of the quality or grade or efficiency of their cottages or services, with the purpose of misleading or deceiving a purchaser, or of injuriously affecting the business of such competitor, shall constitute a violation of this Code.

D. Breach of Contract. Any attempt to avoid contractual obligations; or maliciously inducing or attempting to induce the breach of existing contracts between competitors and their customers, by any false or deceptive means whatsoever, or interfering with or obstructing the performance of any such contractual duties or services by any means whatsoever, with the purpose of unduly hampering, injuring, or embarrassing competitors in their business, shall constitute a violation of this Code, but nothing herein shall hamper or restrain the owner or operator of a cottage camp or resort, or his agent or employee, in any ethical or legitimate effort to secure business.

É. Commercial Bribery. Directly to give or indirectly to give or permit to be given or an effort to give money or anything of value to agents, employees or representatives of customers, or prospective customers, or to agents, employees, or representatives of competitor's customers or prospective customers, or principals, as an inducement to influence their employees or principals to purchase accommodations at certain cottage camps and resorts, constitutes a violation of this Code. This paragraph shall not be construed as affecting commissions allowed regular agencies.

F. Competitor's Employees. Maliciously enticing away the employees of competitors with the purpose and effect of unduly hampering or embarrassing competitors in their business shall constitute a violation of this Code.

G. False Records. Wilfully maintaining an inaccurate, improper, or false record, or false method of determining cost of operation, shall constitute a violation of this Code.

H. Grievances. All grievances or complaints shall be forwarded to "Associated Camps and Resorts", the recognized National Association for handling and adjustment.

4. Stabilization of Prices.—

A. All cottage camps and resorts shall be required to keep uniform accurate records of costs of operation, and in computing costs, all

cottage camps and resorts shall include labor performed by owners, partners, or members of their families at not less than the minimum wage rates provided herein for the class of labor performed.

B. No cottage camp or resort shall rent any cottage for sleeping or housekeeping purposes for less than cost of doing business plus a fair profit.

C. The following prices represent the minimum which may be charged and at the same time provide a fair profit:

(1) Single cottages with community toilet and shower bath, \$1.00 per day; \$5.00 per week.

(2) Double cottages with community toilet and shower bath, \$1.50 per day; \$7.00 per week.

(3) Single cottages with private toilet, \$1.50 per day; \$7.00 per week.

(4) Single cottages with private toilet and shower, \$1.75 per day; \$8.00 per week.

(5) Two-room cottages, community toilet and shower, \$1.75 per day; \$8.00 per week.

(6) Two-room cottages with private toilet and bath, \$2.00 per day; \$9.00 per week.

(7) A charge of 25ϕ per day will be made for extra cot, and 40ϕ for bedding.

(8) A charge of 50ϕ per day will be made for each car parking or tenting.

5. Temporary Nature of Code.—This code shall be operative ten days after approval by the President and shall be in force for six months or until a permanent code has been formed and substitution made. It is impossible at this time to form a permanent code until conditions are checked in all parts of the Nation. 3. Transminer Manara of Code This code shall be operative ten days after spirroral for the President and shall be in force for six

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