

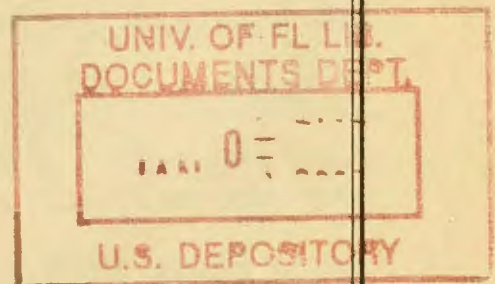
NATIONAL RECOVERY ADMINISTRATION

PROPOSED CODE OF FAIR COMPETITION

FOR THE

**AMERICAN JEWELLED WATCH
MANUFACTURING INDUSTRY**

AS SUBMITTED ON AUGUST 31, 1933



The Code for the American Jeweled Watch Manufacturing 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**

SUBMITTED BY

THE AMERICAN JEWELLED WATCH MANUFACTURERS ASSOCIATION

(II)

PROPOSED CODE OF FAIR COMPETITION FOR THE AMERICAN JEWELLED WATCH MANUFACTURERS OF THE UNITED STATES

To effectuate the policy of Title 1 of the National Industrial Recovery Act, the following provisions are established as a code of fair competition:

I. The term "Jeweled Watch Movement" means a high-grade watch movement containing seven or more jewels, each of which serve a mechanical purpose as frictional bearings, as distinguished from the lower-grade type of watches.

The term "Industry" is defined to mean the manufacture of jeweled watch movements with labor within the United States.

The term "Manufacturer" is defined to mean any person, partnership, association, and corporation engaged in such "Industry."

The term "Employee" is defined to mean any person employed in such "Industry", except anyone engaged in executive and supervisory positions and outside salesmen.

The term "Learner" is defined to mean any person doing productive work while being instructed in a particular type of factory work, the value of whose productivity does not equal the minimum wage.

The term "student" is defined to mean any person receiving part or full time instruction in factory, township, city, or private vocational schools, the value of whose productivity, if any, does not equal the cost of instruction.

The term "Association" is defined to mean the American Jeweled Watch Manufacturers Association of the United States.

The term "Commissioner" is defined to mean a disinterested person, or agency, appointed by the Association in connection with the administration of this code.

II. The minimum wage for all employees (except errand boys, learners and students) shall be at the rate of 35¢ per hour.

The minimum wage for errand boys and learners shall not be less than 80% of the minimum.

Wages and hours of students in public schools shall be governed by regulations made by the respective school authorities. Students receiving instructions in private schools at the expense of the employer need not be paid. Each employer shall make a monthly report to the Association (and to the Administrator if required) as to the number of students associated with the employer, hours of work, and hours of study and, if any, the amount of compensation.

III. No manufacturer shall employ any person in excess of an average of 40 hours per week during each six months period, starting April 1st and October 1st in each year and not to exceed 48 hours in any one week.

Learners and errand boys shall not be employed more than 40 hours per week. The per cent of learners to employees and the length of time they can be classed as learners shall be agreed upon by the

management and the representatives of the local factory employee organization in each factory. Their agreement shall be subject to approval by the Administrator, and in the event that they are unable to agree, the issue shall be referred to the administrator for decision.

IV. No manufacturer shall employ any employee under the age of sixteen years.

V. All manufacturers shall comply with the requirements of the Act as follows: "(1) That employees shall have the right to organize and bargain collectively through representatives of their own choosing, and shall be free from the 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 activities 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 any 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 conditions of employment, approved or prescribed by the President."

VI. Each manufacturer will furnish the Commissioner (and the Administrator if required) with such information and reports as he may require from time to time relative to the administration and enforcement of this code.

VII. The following shall constitute unfair competition and a violation of this code:

1. Selling or offering to sell jeweled watch movements or watches containing them below the standard cost, or if partly made in foreign countries, below the reasonable domestic cost of production.

2. Unfairly discriminating between customers as to merchandising terms or practices by not giving equal terms, prices, and advantages to all wholesale buyers.

3. Giving or permitting to be given or offering to give money or anything of value to agents, employees, or representatives of customers or prospective customers, without the knowledge of their employers or principals, as an inducement to influence their employers or principals to purchase products from the maker of such gift or offer, or influencing in any manner such employers or principals to refrain from dealing or contracting with competitors.

4. Falsely marking or branding of the products of the industry in any way that tends to mislead or deceive purchasers with respect to the quantity, quality, grade, or substance of the goods purchased.

5. Making or causing or permitting to be made or published any false, untrue, or deceptive statement by advertisement or otherwise concerning the grade, quantity, quality, substance, character, nature, origin, size, or preparation of any product of the industry, having the tendency to mislead or deceive purchasers or prospective purchasers or to affect injuriously the business of competitors.

6. Failure to adhere to prices, terms, and discounts listed and filed as hereinafter set forth.

VIII. Each manufacturer shall, within ten days after the effective date of this code, file with the Association (and with the Administrator if required) a list of sales prices, discounts, and terms; and thereafter revisions thereof as he may elect. Each such list and revision thereof shall state the effective date, which shall not be less

than ten days after filing. Each list and revision thereof shall be open to inspection at all reasonable times to any person in the industry.

In the event any member of the Association shall object to any item so filed as contrary to the provisions of this code, the items so objected to shall not be put into effect for thirty days during which time the person filing said prices shall (within fifteen days after being requested by the Association so to do) furnish a sworn statement of costs and all other material information as and when called for, or, at the option of the Association, permit an inspection and investigation of all books and documents by the "Commissioner."

IX. The Association or its successor, or successors, shall be empowered to administer the provisions of this code to secure adherence thereto, to hear and adjust complaints, to consider proposals for amendments thereof, to determine standard and comparable costs, and otherwise to carry out within the industry the purposes of the Act. The Association, with the approval of the Administrator, shall prescribe such rules and regulations as may be necessary for the administration and enforcement of this code.

X. In order to supply the Administrator and the Association with data and information necessary for the enforcement of this code, the Association may appoint a neutral agency, and/or a firm of public accountants, as a Commissioner to formulate a comparable method for determining costs and to compile statistical and other information.

XI. This code and all the provisions thereof are expressly made subject to the right of the President, in accordance with the provision of Clause 10 (b) of the National Industrial Recovery Act, from time to time, to cancel, or modify any order, approval, license, rule, or regulation, issued under Title I of said Act, and specifically to the right of the President to cancel or modify his approval of this code, or any conditions imposed by him upon his approval thereof.

XII. The Association may, by a majority vote of the members of the Association, submit to the Administrator amendments for this code, and said amendments when approved by the Administrator will have the same force and effect as if originally a part hereof.

XIII. This code shall become effective on the first Monday following its approval by the Administrator.

ELGIN NATIONAL WATCH CO.,
By TAYLOR STRAWN (signed),
Vice Pres.

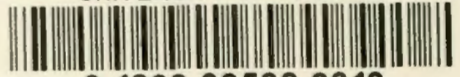
WALTHAM WATCH COMPANY,
By F. C. DUMAINE (signed),
Pres.

HAMILTON WATCH COMPANY,
By C. M. KENDIG (signed),
Vice President and Treasurer.

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