

Minutes of Executive Committee, Called Meeting, October 5, 1946.

On Saturday, October 5, 1946, the meeting of the Executive Committee of the Board of Trustees was called to order at 10:30 a.m. in the Office of the President of the University.

Members of the Committee present were Richard C. Stoll, Chairman of the Executive Committee, Lexington; R. P. Hobson, Louisville; and H. D. Palmore, Frankfort. Those absent were John C. Everett, Maysville, and H. S. Cleveland, Franklinton. Also present were H. L. Donovan, President; Ben Fowler, Assistant Attorney General; Jack Bryan, Managing Director, City of Lexington Municipal Housing Commission; H. W. Richman, Project Engineer for FPHA, and J. M. Howard, Assistant to the Chief Engineer, University of Kentucky.

In the absence of Frank D. Peterson, Secretary of the Board, Miss Lucy Hogan was requested to take the minutes of the meeting.

#### A. Labor Strike on FPHA Project.

President Donovan reported that he had asked the Executive Committee to meet for the purpose of considering what action could be taken relative to a strike on the housing project for veterans which the FPHA was constructing. He told the Committee that on Wednesday, October 2, at noon, the employees of the Shapiro Construction Company walked off the job because the University had contracts with the Shely Construction Company and Clarke, Stewart and Wood for the building of sewer and water lines to the project. The latter companies employed non-union labor. He reported that, so far as he knew, this was the reason for the strike.

President Donovan said that no union official had contacted him. However, representatives of the FPHA had reported to him that the union was demanding that the University cancel its contracts with Shely Construction Company and Clarke, Stewart and Wood.

At this point in the discussion Judge Richard C. Stoll made the following statement.

The Lexington Board of Commerce has an Industrial Relations Committee. It has had it for several years. My partner, William H. Townsend, has been the representative of that Industrial Relations Committee. Any member of the Committee could consult him about his labor affairs. Mr. Shely of the Shely Construction Company consulted Mr. Townsend when this matter first came up. I assume he represents them. Therefore, I am disqualified to have anything to do with this matter whatsoever.

President Donovan then called the attention of the Committee to the fact that if Judge Stoll disqualified himself, there would not be a quorum of the Committee present to take some action.

Mr. R. P. Hobson made the following statement:

Upon Judge Stoll's statement to the committee, it is evident that Judge Stoll should act in this matter because there is no controversial question in which his interest is affected one way or the other.

It was then decided that the Committee should go ahead and consider the business for which it had been called.

A lengthy discussion followed in which President Donovan reviewed the effort that had been made to acquire a housing project for the veterans and some of the handicaps that he and other officials of the University had to overcome in securing living quarters for the students. He stated that the University's contract was with the FPFA to erect these barracks for single veterans and apartments for married veterans on the property of the University; that there was nothing in the University's contract that required it to employ union contractors; that the contracts for putting down sewer and water lines had been awarded, after duly advertised, to the lowest bidder. He stated that Mr. Frank D. Peterson had previously interviewed some union contractors and solicited their interest in bidding, but that all of them were busy and were not interested in the job. President Donovan also reported that the Shapiro Construction Company of New York had fifteen or sixteen additional contracts in Kentucky and that on all of these contracts the sewer and water lines had been let to contractors employing non-union labor, and that no strike had occurred on any of these jobs. The President stated that it was his opinion that the University of Kentucky could not legally award a contract to a union operator if a non-union contractor had a lower bid. He emphasized that the University should not be drawn into a controversy between union and non-union labor. He recommended that the University should consider the contracts with the Shely Construction Company and Clarke, Stewart and Wood as sacred obligations and that it should direct these men to finish their contracts.

Mr. Richman, resident engineer on the project, gave a statement of just what had occurred and of his efforts to bring about a harmonious settlement. Mr. Jack Bryan discussed the problem under consideration, stating that he had been asked by the FPFA to gather information regarding the dispute.

After considerable discussion by members of the Committee, the following motion was made, seconded and passed, Judge Stoll not voting.

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1. It appears to the Committee that the University has a contract with Shely Construction Company and another contract with Clarke, Stewart and Wood for the construction of certain sewer and water lines and accessories, and that Shapiro Construction Company has a contract with FPFA for the construction of certain buildings specifically designated for the housing of veterans on the property of the University into which the water and sewer lines are being built; that the employees of Shapiro Construction Company have refused to work while employees of the Shely Construction Company and Clarke, Stewart and Wood are working, because Shely Construction Company and Clarke, Stewart and Wood employ non-union labor, and the suggestion has been made that the work heretofore done by Shely Construction Company and Clarke, Stewart and Wood be dug up and redone by union labor, and that the employees of Shapiro Construction Company will not continue to work on the Shapiro contract as long as Shely Construction Company and Clarke, Stewart and Wood are working on their respective contracts; that the employees of the Hargett Construction Company, a union company, engaged in building the men's dormitory, have refused to work in sympathy with the refusal of the employees of Shapiro Construction Company, and thus all work in connection with the housing facilities has been stopped; and it further appears that Shely Construction Company can complete its contract with the University in a few days, and Clarke, Stewart and Wood can complete their contract within two weeks, now, therefore, the Executive Committee of the University of Kentucky, at a special called meeting on October 5, 1946, resolves:

1. The refusal to work by the employees of the Shapiro Construction Company is a serious detriment to the educational program of the University of Kentucky, and unnecessarily delays the program of the University in furnishing accommodations for veterans now in attendance at the University and those who desire to attend in the future.

2. The refusal of the employees of the Shapiro Construction Company to work under the conditions set out herein is a strike against the United States and the State of Kentucky, the University of Kentucky being an administrative arm of both governments.

3. The University of Kentucky is contemplating and is now engaged upon a definite construction program to further the educational facilities at the University in the face of a present dire need for this expansion. It cannot tolerate or permit any group pretending to have a complaint against the University to interfere with this program.

4. The University of Kentucky has at all times recognized the right of any man or group of men to join and be bound by the rules and regulations of any legitimate labor union. It also recognizes the right of any man or any group of men not to belong to any labor union.

5. The Shely Construction Company and Clarke, Stewart and Wood are requested to proceed as promptly as possible with the completion of their contracts with the University.

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The Executive Committee requested representatives of Shely Construction Company and Clarke-Stewart and Wood to come before the Committee, at which time they were directed to proceed to complete their contracts at the earliest possible moment.

The representatives of these firms were questioned with respect to the wage scale they were paying and this subject was thoroughly reviewed. It was found that the wages being paid by these independent contractors were in no case lower than the prevailing wage scale of the community at the time the contracts were made.

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2. It appearing to the Executive Committee that the contracts with the Shely Construction Company and Clarke, Stewart and Wood were erroneous in that the prevailing wage scale was inadvertently omitted from each of said contracts, it was moved, seconded and unanimously adopted that the prevailing wage scale existing at the time of said contracts be attached to and made a part of said contracts, to which the respective contractors agreed, and they also agreed that the prevailing wages in use be paid.

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Brick Tender .....	.90
Carpenters .....	1.42 $\frac{1}{2}$
Cement Finishers .....	1.42 $\frac{1}{2}$
Engineers (Class A) .....	1.65
Engineers (Class B) .....	1.45
Laborers (Common) .....	.80
Laborers (Sewer Man).....	.90
Laborers (Water Boy) .....	.80
Laborers (Air Hammer Operators)..	.90
Laborers (Rock Drillers) .....	1.00
Laborers (Blasters' Helpers) ....	.80
Laborers (Pipe Layers) .....	.90
Laborers (Labor Foremen) .....	1.05
Mason Tenders .....	.90
Brick Mason .....	1.65
Truck Drivers (Less than 1-1/2 ton)	.75
Truck Drivers (1 $\frac{1}{2}$ and including 5 tons) .....	.90

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B. Adjournment.

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3. Upon motion duly made, seconded and carried, the Executive Committee adjourned at 1:15 p.m.

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Lucy Hogan  
Temporary Secretary