PLAINTIFF'S EXHIBIT

ACC-40

McGRAW CONSTRUCTION COMPANY, INC.

CONT. NO.

MEMORANDUM

DATE: August 14, 1973

TO: Q. R. Reeder

FROM: D. L. Langhorne

SUBJECT: Payment of Insulators on American Cyanamid Job

Attached is a letter from Mr. O'Brien International Vice President for Insulators concerning agreement reached between he and Frank Conner while I was on vacation.

In view of that agreement request payment of Insulators in accordance with The Cincinnati Local #8 Agreement and the Dayton Local #79 Agreement.

D. L. Langhorne
Director Labor Relations

rdp
cc: F. Conner

McGCon 9104

INTERNATIONAL ASSOCIATION OF

Heat and Frost Insulators and Asbestos Workers

General Office, Suite 505
1300 Connecticut Avenue, N.W.
Washington, D.C. 20036

Phone (202) 785-2368
Telex: 89-2476-

ANDREW T. HAAS, *General President*
WILLIAM G. BERNARD, *General Secretary-Treasurer*

International Vice President
GERALD W. O'BRIEN
6730 Louisville St.
New Orleans, La. 70124
Phone: (504) 488-9563

August 6, 1973

Mr. Frank Conner
McGraw Construction Company
P.O. Box 369
Middletown, Ohio 45042

Dear Mr. Conner:

The General Presidents' Committee on Contract Maintenance met in Dayton, Ohio on August 1, 1973 and, as you know, after the meeting you and I met with Business Agents Paul Monahan of Cincinnati and Tom Hutchinson of Dayton.

As I stated at our four-man conference, the American Cynamid agreement became effective almost at the same time as General President A. E. Hutchinson's death, June 29, 1972.

Secretary Haas was appointed General President by our General Executive Board, therefore, the Asbestos Workers did not actually have a representative on the Committee when the 85% wage rate was put into being in the Dayton area. This overload of work in the General Office together with the International Convention, accounts for the lack of communication problem which existed during these months.

There are thirteen International crafts signatory to the General Presidents' Contract Maintenance Agreements, and the Asbestos Workers is one of these.

Regardless of whether or not we agreed to the 85% rate at the time, we are still part of this Agreement, and we will man all of the projects in the area. Please contact Paul Monahan or Tom Hutchinson for your manpower needs. Tom Hutchinson has stated to me on several occasions that the McGraw Company official told him the work at the Cynamid plant was new construction, and he would receive his wages and subsistence accordingly.

Tom also checked into the area, which is normal procedure when traveling into another Local's territory. In accordance with Article XVIII - Section 9 "No more than one (1) member Mechanic (Job foreman) can work on any one (1) operation of any one (1) employer within the jurisdiction of another local union". This entire Article pertains to new construction only, not maintenance. It also further states that "They shall also receive the wage rate highest in either of the two Locals, plus the higher board and

travel allowance."

Tom Hutchinson and the other individual on the job are due new construction wage and subsistence for all hours worked on this project. Please check with Monahan and Hutchinson for the correct amounts due.

I enjoyed our discussion in Dayton and wish you much success in your endeavors to obtain new projects.

Very truly yours,

Gerald W. O'Brien
International Vice-President

GWO'B/io

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