

# Local 3 announces 1980 scholarship winners

Winners of the 1980 Operating Engineers Local Union #3 annual scholarship competition were announced this month by Business Manager Dale Marr following the June 22 meeting of the rank and file Executive Board.

First Place honors went to Carol Alma Presley, 18, of San Rafael, CA and Dirk H. Duffner, 17, of Fremont, CA. Each of these winners will receive \$1,000 to be used for furthering their college education.

Darlana Marschall, 18, of Kelseyville, CA and Larry Gilbertson, 18, of Fremont, CA were First Runners Up, who will each receive a \$500 scholarship. Second

runners up were Michelle Darter, 18, of Salt Lake City, Utah and Guy Lester, 18, of Yuba City, CA.

The winners and runners-up were approved by the Local 3 Executive Board, following a lengthy review conducted by the Scholarship Committee of the University of California, Berkeley. The scholarship money received by the winning contestants can be used for furthering their education at the college of their choice.

First Place winner Carol Presley is the daughter of Donald Presley, a member in good standing with Local 3 for 34 years. She is a graduate of Marin Catholic High Schools, Kentfield and plans to

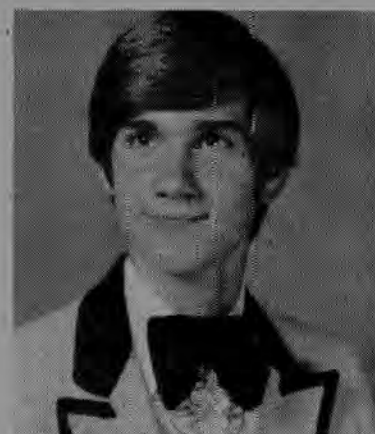
pursue a career in business management with an emphasis on engineering. She has been accepted to Santa Clara University and the University of California at Los Angeles and will be deciding later this summer on which school she plans to attend.

Carol has spent summers working part time and serving as a volleyball instructor for the Catholic Youth Organization, a sport she excels at. She was also the president of the Odyssey Club, a group which explores drama and classical literature.

"I am a true believer in the theory that when you stop learning, (CONTINUED ON PAGE 2)



Carol Presley  
First Place



Dirk Duffner  
First Place



Darlana Marschall  
First Runner-up



Larry Gilbertson  
First Runner-up



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## New three-year Master Agreement Ratified for Northern California

Members of the Operating Engineer's Local Union #3 in Northern California have ratified a new three-year Master Agreement with the Associated General Contractors of California.

Business Manager Dale Marr announced this month that, in a round of 10 ratification meetings, members covered by the agreement accepted the new contract by a two to one margin.

"We feel we have come up with a very solid agreement for our members," Marr stated at the conclusion of the ratification meetings. "In addition to a good wage settlement, we were able to strengthen key sections of the contract dealing with subcontractors, owner operators and the auditing of firms delinquent in the payment of fringe benefits."

The contract provides for a guaranteed \$5.20 wage increase across the board over three years, plus cost of living adjustments. Members who were earning between \$10.63 and \$17.78 an hour under the old agreement, depending

upon their job classification, received \$1.45 an hour effective June 16.

An additional 25¢ an hour will go on the pension beginning July 1. On November 1 of this year, 60¢ an hour will be added to the fringe benefits according to the following allocations: 25¢ for pension, 20¢ for the Vacation and Holiday Pay Plan, 5¢ for health and welfare, 5¢ for pensioned health and welfare and 5¢ for affirmative action.

This brings the total fringe package from \$6.13 an hour to \$6.98 an hour. By the end of this year, there will be \$3 an hour going into the pension, \$1.65 into health and welfare, 44¢ an hour into pensioned health and welfare, \$1.55 into the Vacation and Holiday Pay Plan and 34¢ an hour into affirmative action.

"Because of the tremendous amount of work we had last year, we were able to get by with very small increases for the health and welfare plans and put more money into straight wages," Marr stated. "This was in keeping with the wishes of

those members who sent in their survey cards prior to negotiations."

The survey indicated that the vast majority of the membership considered wages the number one priority for this contract with pensions coming in second place.

The contract also provides for a \$1.40 an hour increase beginning June 1, 1981 and a \$1.50 an hour increase effective June 16, 1982. A portion of these increases can be allocated to fringes by action of the Executive Board. Additional increases which may take effect Nov. 1, 1981 and Nov. 1, 1982 will be determined by the cost of living clause.

### Stronger Language Provisions

In addition to the economic package, Marr pointed out a number of language changes strengthening the union member's position:

- Language dealing with subcontracting onsite work was broadened. Under

(CONTINUED ON BACK PAGE)

## Kennecott forces strike on members

Over 6,000 Kennecott employees in Utah, including several hundred Local 3 members, went on strike July 1 after copper industry officials harassed, hawed and otherwise refused to seriously negotiate a new three year contract with the unions involved.

There were reports that company officials stonewalled negotiations so they could carry out their yearly maintenance operations. Since these involve shutting down some facilities, it was cheaper for the companies to force a strike than to lay off workers and end up paying unemployment benefits.

Some companies even announced their intentions to begin rebuilding smelters, etc. the very week that negotiations broke off.

The difference between what the unions sought and what the companies offered over the three-year period was between 15 and 18 cents—a very small amount to be forced into a strike over. The copper industry, which is expecting unparalleled profits in the next several years, in effect has refused to settle on a very modest contract which was very similar to those accepted earlier by the much poorer steel and aluminum industries.

The union's wage proposals were within the presidential guidelines.

The unions involved in the contract negotiations, which range from the steelworkers to operating engineers and teamsters, are represented by the Non-Ferrous Industry Conference, which negotiates the economic package on a national level at Tucson, Arizona. Former Utah District Representative Tom Bills is representing the Operating Engineers on what is commonly referred to as the "big board." Bills currently serves as a regional director in the Rocky Mountain area.

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Local 3 Business Manager Dale explains the new Master Agreement at the Stockton ratification meeting.





By DALE MARR, Business Manager

# LOOKING AT LABOR

## Negotiations fundamental to unionism

### ENGINEERS NEWS

WIPA

PUBLISHED TO PROMOTE THE GENERAL WELFARE OF ALL ENGINEERS AND THEIR FAMILIES

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"Long ago we stated the reason for labor organizations. We said that the union was essential to give laborers the opportunity to deal on an equality with the employer." —U.S. Supreme Court

One of the fundamental principles of trade unionism is the negotiation of contracts between union members and employers. It is the primary avenue by which the employee can "deal on an equality with the employer."

Having just concluded and ratified the Northern California AGC Master Agreement, and being in the midst of the heaviest negotiating schedule we have ever experienced, it is a good time to briefly review the issues a union ought to be concerned with when it undertakes the task of representing and negotiating for its members.

#### A day's pay for a day's work

This ago-old statement provides the cornerstone of contract negotiations, and in a time of rampant inflation and rapid technological change, it has become even more important than in the days when working men and women organized into unions over this very principle. As a construction trade union, Local 3 has succeeded in obtaining top pay for its members. Our members are among the highest wage earners in the International Union and, of course, we earn much more than heavy equipment operators in the non union sector.

This has been accomplished because the Local 3 Operating Engineer has proved himself to be the best. Our members have demonstrated year after year that they are more skillful, more productive and take more pride in their work than the non-union heavy equipment operator. It is the chief reason the fair union employer in Local 3's jurisdiction has been able to remain competitive and consistently outbid the undercutting nonunion firm.

Our members' ability to prove themselves indispensable is also a prime reason we are able to consistently negotiate good contracts without having to resort to crippling strikes.

Technology has played an important role in negotiating for higher wages. As

every catskinner knows, the newer equipment that is continually being designed and manufactured is bigger, better and accomplishes more work than ever before. One operator nowadays moves more dirt than two or three men did 15 years ago.

Inflation, however, undermines the wage increases the trade unionist has coming to him because of higher productivity, and it looms heavily over all contract negotiations these days. Six years ago, Local 3 negotiated the "hard dollar" increase into most of its contracts as a means of rewarding the member for increased productivity. The idea of the hard dollar was that, regardless of inflation, the member was guaranteed a full dollar in hard money each year. In the unlikely event that inflation exceeded \$1, the cost of living clause then took effect.

In the early years of this provision, inflation was lower and our members came out ahead. However, in the last two years, the "unlikely event" has happened. Inflation has skyrocketed and we were forced into playing catch up ball with the cost of living. That is why in the current contract, we have increased the hard money from \$1.40 to \$1.50, depending upon the year and retained the COLA clause.

#### Language: the small print

Some rank and file members tend to reduce the importance of their contract to economic issues. Yet, without the key language provisions covering work rules, grievance procedures and administration, the economic package would be of little value. High wages aren't worth much if the member isn't working because he has been replaced by nonunion workers or has been fired unfairly and is unable to file a grievance.

Local 3's master agreements have strong clauses dealing with union security, except in Utah and Nevada where right-to-work laws prohibit them. In the newly negotiated master agreement, the subcontractor clause has been strengthened, so that there is no economic advantage for the general contractor to sub out all or portions of his work to scab firms.

Language dealing with grievance procedures, pre-job conferences, onsite hous-

ing, subsistence, termination, tools and much more has been carefully written with the member's needs and interests in mind.

#### Protecting your fringes

Any responsible citizens knows that a law is only as good as the government's ability to enforce it. Enforcement is a crucial issue in the employer's payment of fringes into the trust funds. Local 3 deals with thousands of contractors who are required to pay fringes on their employees. Not all of these contractors are responsible and honest in their dealings.

One of the union's most important jobs is closely monitoring the payment of fringes into the trust funds to see that every member gets what is coming to him. The financial stability of our fringe benefit plans is reliant upon prompt, full payment of the negotiated fringes by every signatory employer. I can say without reservation that Local 3 has a tremendously effective enforcement system.

Under the terms of the Northern California AGC Master Agreement, the union has complete authority to go in and audit the books of firms suspected of being delinquent in the payment of fringe benefit money. If they refuse to cooperate, we can shut the company's jobs down until the problems are resolved.

It's easy to see that there is a great deal involved in the negotiation of a good contract. I believe strongly that our members enjoy the finest in this regard and we will continue to fight for the best. As important as the contract itself is the member's own understanding of it. It is crucial for every Local 3 member to be familiar with the terms of the contract he or she works under so that wages and working conditions can be protected.

Don Marquis once advised that "When a man tells you he got rich through hard work, ask him whose? It is the hard work of trade unionists throughout this great nation that have made corporations rich and this nation prosperous. Throughout this century, working men and women of this great nation have demonstrated that by being committed, strong union members, we are able to bargain for a fair share of that prosperity.

## Scholarship awards

(CONTINUED FROM PAGE 1)

you stop living," she says. "I could never respect a person who allows himself to dwindle down into a dormant mental state. This is the main reason I am furthering my education."

First place male winner, Dirk Duffner is the son of 21-year member Josef Duffner. He is a graduate of Mission San Jose High School and plans to major in mechanical engineering at the University of California, Los Angeles.

Dirk is active in high school sports and has spent most of his time during summers attending classes at a nearby community college. He spent three years on the Varsity Track and Field team and two years on cross country. He was a member of the school's math club, the California Scholastic Federation and spent one year as a reporter for the high school news-

paper and an additional year as editor.

In the area of journalism, Dirk won first place in the opinion writing category at the Ohlone College Journalism Conference.

Dirk has long been interested in flying and hopes to enter the U.S. Air Force after his college education to facilitate this interest and perhaps to eventually train as an astronaut.

First runner-up Darlena Marschall is the daughter of Local 3 member Donn Marschall. She is a graduate of Kelseyville High School and plans to major in physical education at California State University, Chico. She has spent much of her free time in the 4-H organization raising animals for local fairs and auctions.

Darlena has an impressive record in sports and high school band, having spent four years in vol-

leyball, softball, basketball and tennis. She also served on the K-Corps, a community organization for rescue and public service, was on the school student council and a member of the pep club.

She has won awards as the most valuable player for volleyball, All Tourney Volleyball, All League Volleyball, Elks Lodge Teenager of the Month, and was a recipient of the Bank of America achievement award for science.

Darlena appreciates the many activities and educational experiences she has been involved in. She is especially proud to be a member of the K-Corps. "We are trained in advanced first aid and rescue techniques," she says. "The Corps has aided the Sheriff's Department in a search for evidence in a local crime and during the flood stages of Clear Lake, we were prepared to sandbag at any time if necessary."

First male runner-up Larry Gilbertson is the son of 15-year member Martin Gilbertson. He is a graduate of Washington High School, Fremont and has been ac-

cepted to the University of California, Berkeley where he plans to major in bioelectrical engineering, pre-med.

He has served as vice president and president of the Astronomy Club, vice president of the Science Club, treasurer of the Geman club and a member of the California Scholastic Federation.

"I intend to go through pre-med and hope to be a radiologist someday," says Larry. "I want to be able to use my interests in math and science to help other people."

Second runner-up Michelle Darter is the daughter of Local 3 member Larry Michel. She is a graduate of Granite High School and has applied to several universities and colleges in Utah and Illinois where she plans to major in commercial art. She has been active in her school's homecoming committee, pep club, Letter-Hi and art club.

She is an accomplished artist, having won an impressive list of awards in the field, including: commendation award from 1979

Utah High School Art Exhibit, Best Junior Artist Award and Honorable mention in the Utah State Fair Cover contest.

"In a world that is becoming more and more professional, I plan on developing my skills to become a commercial artist," Michelle says. "I feel that my experience in art and advanced academics will help me throughout college and later on in the challenging field of commercial art."

Second male runner-up Guy Lester is the son of 18-year member James Lester. He is a graduate of Sutter Union High School and plans on majoring in physics in college.

He has worked on his high school's yearbook staff as asst. sports editor, head photographer, co-editor and editor-in-chief. He is a member of the California Scholastic Federation, the Science Club, Ski-Club and played Varsity Football in his senior year.

He has received a certificate of merit in journalism and an award in photography.

## House Rejects Cut in MX Funds

The House has defeated a move to cut funding for the MX mobile missile system and to require further study of the Pentagon's controversial plan for basing it on desert land. The House overwhelmingly defeated an amendment to kill the program outright by eliminating all money for the new missile. The MX plan calls for 200 missiles to be based in remote areas of Nevada and Utah where they could be shuttled back and forth among 4,600 shelters, thereby making their location harder to detect and decreasing the missiles' vulnerability to surprise attack. The Air Force originally proposed a "race-track" plan in which the MX missiles would be moved over a closed system of circular roads, but that was recently changed to a "linear" system of straight roads. The new plan is expected to save \$2 billion and require less roadway, but will still use some 8,000 miles of roads covering a huge area of land.

## State Seeks Bids For Highway 237 Span

The California Department of Transportation is seeking bids on a Mountain View project converting the last two-lane segment of Highway 237 into a four-lane facility. The project, for which \$2.5 million is available, will add an additional two-lane overpass adjacent to the existing two-lane overpass. The 422-ft. structure is expected to be completed by July of 1981 if an acceptable bid is submitted. The bids are scheduled to be opened June 25 in Sacramento.

## \$641 Million For State Military Projects

The House Armed Services Committee has approved a \$5.5 billion military construction authorization bill for the fiscal year starting Oct. 1, including \$641 million for projects in California. The construction package is one of the biggest in recent years and reflects a major budgetary tilt toward defense in the wake of the Iranian hostage crisis and the Soviet invasion of Afghanistan. The legislation's price tag represents a jump of nearly 50 percent over the \$3.7 billion budget for military construction for the current fiscal year. California's share is about double the amount Congress voted last year. The single biggest California item is a \$293 million authorization for a new Navy hospital in San Diego.

## Freeway Repair Bill Advances

Legislation providing hundreds of millions of additional dollars from the state's gasoline sales tax for the repair of deteriorating freeways has advanced to the Senate floor. On a 7-0 vote, the Finance Committee approved an amended version of the bill, SB1630 that will make use of money for highway maintenance, completion of freeways and some public transportation. James Mills, D-San Diego, stated that the Senate Office of Research expects the price of gasoline to be \$2.60 by 1984-85, and that the increased sales tax revenue can be used for roads. That would avoid a \$415 million deficit predicted for California's \$6.9 billion state transportation improvement plan over the next five years.

"If this plan is not enacted, the state freeway system will deteriorate," Mills warned. But he added that if Proposition 9 is passed, he will have to drop the entire program. Mills attributed more than 90 percent of the freeway wear and tear to trucks, but said the trucking industry has rejected a plan to make them pay their share of road use. He said the problem has gotten worse in recent years as trucks have carried heavier payloads.

## Ten Contractors Vie For California Roadwork

Competition for a road realignment and reconstruction contract in California turned into a close race as eight of 10 bidders for the job undercut the \$1.2-million engineer's estimate. Crystal Creek Logging, Inc., Redding, Calif., took the contract with its \$1,024,640 low bid, but runner-up Valley Crest Landscaping, Inc., Pleasanton, Calif., bid only 1.3% off the winning pace. Third-place Granite

Construction Co., Watsonville, Calif., and fourth-place Frank W. Pozar, Fresno, each bid within 7% of the winner.

The contract calls for the realignment and widening of a 2.2-mile section of State Road 395 near the Nevada border. The California Department of Transportation says the project is being undertaken to improve road safety by smoothing out several sharp curves on the existing route and by widening the two-lane road from 28 to 40 ft. The job requires about 78,000 cu yd of roadway excavation, which Crystal Creek priced at \$4.25 per cu yd, and 1,850 cu yd of rock slope protection work, priced at \$30 per cu yd. Additions to the existing roadway will have a 6-in. aggregate base and a 5-in. layer of asphaltic concrete, while the few road sections left intact in the realignment will receive a 2-in. asphaltic concrete overlay. Work on the job began in early May and CalTrans expects Crystal Creek to finish the project by Oct. 1, 1980. Liquidated damages total \$500 per working day.

## California Lets Interchange

The California Department of Transportation has awarded a \$33,385,128 interchange job to Groves-Francis, Reno, Nev., the low bidder among five firms competing for the contract. Runner-up Peter Kiewit Sons, Inc., Omaha, Neb., bid 1.6% higher than Groves-Francis, while third-place Novo-Rados Assoc., Santa Ana, Calif., bid 2% off the winning pace. Work on the interchange, which will connect Interstates 280 and 680 with U.S. 101 in San Jose, began in the early 1970s but was delayed twice by shortfalls in funding. Groves-Francis will complete the intersection by grading and paving 3.3 miles of ramps, constructing the remaining concrete box girder elements and installing a 133,500 sq ft precast sound wall. The job requires about 100,000 cu yd of roadway excavation and a \$500,000 traffic control system to keep car and truck traffic flowing on the three six-lane routes.

The ramps will consist of a 20-in. aggregate subbase, an 11-in. cement treated base, a 6-in. asphaltic concrete surface course and a 1-in. layer of open-graded asphalt. Groves-Francis priced the subbase at \$16 per cu yd, the base at \$35 per cu yd, the surface course at \$20.50 per ton and the open-graded cover at \$21.50 per ton. The contract contains an adjustment clause linked to fluctuations in the state's paving asphalt price index and provisions for participation by minority and female business enterprises in subcontracting. The bidder's goal of minority business work is 8% of the bid amount, of which three-quarters is pegged for ethnic minority subcontracts.

## Senate Panel Rejects Plea To Bank Highway Funds

Sacramento's plans for development of a rail or other mass transit system along the Folsom Corridor or the never-developed Interstate 80 bypass right-of-way were dealt a setback this month by the state Senate Transportation Committee. Only two of the committee's nine members supported an appeal from local officials to approve a plan to bank highway money for future major mass transit projects under consideration by the Sacramento Regional Transit District. Sacramento Democratic Sen. Albert Rodda's bill would have allowed the state to set aside money from its highway account for RT for the next five years and to advance Sacramento's share for the following five years. Local officials, including City Council members Anne Rudin and Lloyd Connelly, said the unique arrangement would allow the accumulation of a reserve of about \$30 million that could meet the demands for a large local contribution toward the projects.

Without the bill, Sacramento probably will have to look elsewhere for seed money because annual allocations from the highway account of about \$3.5 million would be too small by themselves and could not be set aside for future use. Sen. Ray Johnson, R-Chico, protested that Sacramento's plan would tie up money that otherwise could be used elsewhere in the 17-county Northern California highway region. Rodda said Sacramento would have to convince the state Transportation Commission to approve the reserve allocation just as it or any other community would have to win approval of a grant for any single year. "Sacramento is

ahead of other areas because this community is doing the planning," said Rodda. "I've got to look out for my own constituents," Johnson retorted before voting against the measure.

## Brown Backs Highway 65 Bypass, Seeks State Finds

Gov. Brown gave supporters of a proposed Highway 65 bypass around Roseville a boost this month by announcing his support for it, adding that he will seek to place it in the 1980-85 state master plan for transportation. Brown also urged federal officials to include funding of the Highway 65-Interstate 80 interchange portion of the project in the interstate system so federal funds could pay for 92 percent of the \$18 million to \$20 million interchange cost. Michael Evanhoe, executive director of the California Transportation Commission, which allocates money for highway projects, said the commission "is encouraged to think we can finance preliminary engineering, environmental and right-of-way studies" in the plan for the next five years. Cost of the entire project is estimated at \$25 million to \$36 million, depending on inflation and how the bypass is designed.

The governor's announcement was the culmination of several weeks of talks involving Brown's chief of staff, Gray Davis; state Business and Transportation Secretary Alan Stein; Evanhoe; Caltrans chief Adriana Gianturco; and representatives of Hewlett-Packard Co. The electronics company recently purchased 500 acres in the huge Sunset Industrial Park northwest of Roseville and has plans to employ nearly 4,600 persons and invest more than \$100 million in an electronics assembly facility by 1985. By the year 2000, three additional phases of development would accommodate a work force of more than 22,000, according to company plans. Growth of the operation is said to depend on building a 3.5-mile bypass connecting I-80 and Highway 65 north of Roseville so heavy truck traffic won't have to wind through downtown Roseville, creating congestion that citizens and highway planners feel would be intolerable.

## Caltrans Opens Bids

The California State Department of Transportation has opened bids on a large number of highway construction and rehabilitation contracts throughout Northern California, including a \$26 million contract for continued construction of Route 41 in Fresno. Awarded to Guy F. Atkinson of San Francisco, the project provides for construction of freeway and structures from Divisadero Street to Bullard Ave. Other projects that will be on line in the next several weeks are: \$1.1 million project to construct a bridge and approaches on Route 36 in Humboldt County, a \$9.9 million contract for grading and drainage of the east end of the new Dumbarton Bridge, and a \$342,000 contract to surface portions of Hwy. 1 in Sonoma County with asphalt concrete.

Caltrans is also calling for bids on 16 other highway projects throughout northern California, including a \$5.6 million grading, paving and structures job in and near Napa on Route 29. Other jobs going to bid include a \$2 million sound wall construction project on I-5 in Sacramento County, a \$325,000 surfacing job for Route 680 in Alameda County, and a \$14 million project to revise interchanges and construct a wall on Route 680 in Contra Costa County.

## Dumbarton Bridge Bond Issue Approved By State Assembly

The State Assembly has approved a bill authorizing sale of revenue bonds for the continued construction of the new Dumbarton Bridge. The bill, authorizing a higher rate of interest, is authored by Senator John Holmdahl (D-Alameda County). Present law limits the interest rate to eight percent, making unlikely successful sale of additional bonds this fall when moneys now available will have been spent. The bill authorizes a maximum rate of ten percent and would also permit a six percent discount. The new bridge, scheduled for completion in early 1984, will replace the existing bridge, built in 1927. The bill, Senate Bill 2052, has gone to the Governor for his approval.



By HAROLD HUSTON, President

## A Personal Note From The President's Pen

Hundreds of representatives of AFL-CIO Unions throughout the state along with your Officers attended the annual three day Joint Legislative Conference, May 19 through 21, 1980 in Sacramento, sponsored by the California Labor Federation, AFL-CIO, and the State Building and Construction Trades Council of California.

All members of the California State Legislature were informed prior to the conference that representatives of local unions and central bodies from their own district would be visiting them in their Sacramento offices during the conference. Our aim was to seek support for a broad range of legislation directed at improving the social and economic conditions of the California Labor force. The visits with legislators are an integral part of the legislative conference.

Featured speakers at the conference included U.S. Secretary of Labor Ray Marshall, Assembly Speaker Leo McCarthy, Senate President Pro Tem James R. Mills, Senate Republican Floor Leader William Campbell, and Assembly Republican Caucus Chairman Charles R. Imbrecht.

Robert A. Georgine, President of the AFL-CIO Building and Construction Trades Department declared in an address to the dinner session that enactment of Proposition 9 would be "a disaster for the working people of this state."

Pointing out that more than 50 percent of Prop. 9's tax cuts would go to the richest five percent of the states' taxpayers. This "would shift more of the burden of financing government from progressive income taxes to regressive sales taxes, gas and other levies which hit working people hardest."

Among the issues discussed at the conference was a major new worker's compensation package being developed by the California Labor Federation to provide workers with a significant increase in benefits.

This legislation, which is being amended into SB375 carried by Senator William Green (D-L.A.) calls for a boost in the maximum temporary disability benefit rate from \$154 to \$280 a week as well as an increase in the maximum permanent total disability benefit rate from \$154 to \$280 a week.

It would also raise the maximum death benefit from \$55,000 to \$200,000. But legal process changes are still under negotiation by bargaining principals.

The California AFL-CIO is also pushing for approval of AB946 carried by Assemblyman Art Agnos (D-S.F.) to set up an Asbestos Workers' Fund to assure prompt payment of workers' compensation benefits to workers suffering asbestosis. Under the existing law, such workers sometimes encounter years of delay in obtaining benefits.

This measure is currently pending action in the Senate Industrial Relations Committee.

### Other Bills Backed

The Labor Federation is also seeking affirmative action on a number of other measures including:

AB2526 carried by Assemblyman Bill Lockyer (D-San Leandro), to expand existing law requiring every employer to furnish each employee at the time of each payment of wages, or semi-monthly, an itemized written statement showing specified items relating to wages earned and deductions made and to empower the State Labor Commissioner to impose a fine of \$100 per employee for each violation.

SB1874 carried by Senator John Nejedly (R-Walnut Creek) to give workers the right to know when they are exposed to toxic substances. This bill, is now before the Senate Finance Committee.

AB87 carried by Assemblyman Hurchel Rosenthal (D-L.A.) to require printing contractors awarded state contracts to pay prevailing wages and also require state agencies to award contracts to firms within 550 miles of the headquarters of the agency. This bill is currently before the Senate Finance Committee.

AB1235 carried by Assemblyman Richard Alatorre (D-L.A.) to permit misdemeanor penalties to be imposed on employers who hire professional strikebreakers to replace an employee or employees involved in a strike or lockout. This bill is currently before the Senate Industrial Relations Committee.

AB2405, introduced by Assemblyman Terry Groggin (D-San Bernardino), to make it illegal for temporary employment agencies to send workers to firms where a

strike or lockout exists. This bill is on the Assembly floor.

AB2458, introduced by Assemblyman Bruce Young (D-Norwalk), to enact the California Steel Industry Recovery Act of 1980 which would require the contracting officer of state and local public agencies to give absolute preference to steel products made in the U.S. in all public works contracts over \$100,000 unless a written finding is made by the contracting officer and approved by the state Public Works Board that the purchase of steel products made in the United States is unreasonable. This measure is before the Assembly Ways and Means Committee.

AB2595 carried by Assemblyman Tom Bates (D-Oakland), to change the existing unemployment insurance law which provides that there is a rebuttable presumption that an individual was discharged from work for reasons other than misconduct and that the individual did not leave work voluntarily without good cause unless the employer gives the director of the State Department of Employment written notice to the contrary setting forth facts sufficient to overcome the presumption.

AB2595 would rebut the presumption when the employer gives a written statement to the employee which specifies the reasons of circumstances for termination and sets forth sufficient facts to overcome the presumption. This bill is awaiting action on the Assembly floor.

AB1484 carried by Assemblyman Floyd Mori (D-Hayward) to make an optional statewide dental service and indemnity benefits available to state employees. This bill is before the Senate Public Employment and Retirement Committee.

SB1842 carried by Senator Bill Green (D-L.A.) would allow a local public employer and an employee organization recognized as the exclusive or majority bargaining representative of the employer's employees to negotiate an agency shop agreement. It is before the Senate Finance Committee.

*Your officers will be watching very closely to see how each politician votes on these bills. We are not interested in what they say, only how they vote!*

## Homebuilding lags in Ceres, should pick up

The work picture in Stanislaus and Tuolumne Counties is very slow at this time due to the extreme high interest rates that the housing industry has experienced, reports Asst. District Rep. Ray Morgan. Although the interest rates are coming down, it will take a few months to catch up. However, there are some public works jobs that should be starting up in the near future.

One of them is Hood Corporation's job on the Hetch Hetchy waterline consisting of the repair of mortar lining of the San Joaquin Pipeline #3. This job in the amount of \$3 million plus will employ 3-4 Brother Engineers redoing around 30 miles of pipe.

Western Pipeline is the apparent low bidder on the long awaited west side trunk line. It consists of 5 miles of pipe ranging from 54 inch to 60 inch and is a 2.9 million dollar job. This job should be starting by the first of August.

George Reed, Modesto, should be working their 26 Mile Road job consisting of widening and resurfacing. This job should keep most of their Brother Engineers working.

The Flinktote Company is picking up small jobs here and there to keep their regular crews working.

The rock plants in the area are working, stockpiling materials keeping most of their engineers busy.

## Sacramento slow but SOFAR gets green light

The work in the Sacramento area has been hit hard by the interest rate on homes, reports District Representative Clem Hoover. The subdivision work has really slowed down. "There has been a slight showing of new starts recently, so we are keeping our fingers crossed that the interest rate will continue to decline and allow our subdivision work to pick back up again," Hoover said.

There have been several large underground projects let recently. Granite Construction was low bidder on two of these, one for \$5.4 million and one for \$4.8 million. Granite in a joint venture with I.T.L. was low bidder on a \$3.5 million pipeline at Foresthill. Granite was also low bidder on a \$1.4 million overlay on Highway 50 from Kyburz to Echo Summit and a \$5.3 million road job at Roseville. Hood Corporation was low bidder on a \$1.0 million sewer job at Highway 89, Donner Pass, Truckee. Campbell Construction was low bidder on a \$1.4 million Kaiser Medical Building. Teichert Construction was the grading contractor for Campbell.

Ray Bertelsen of Marysville was low bidder on a \$2.3 million sewer job in the McClellan Field area. This, along with the two Granite jobs, are part of the county sewer project. Baldwin Contracting is busy on its \$1.9 million treatment plant in Davis and their \$3.7 million treatment plant in Grass Valley.

### SOFAR Creek Ok'd

By a 2-to-1 margin, western El Dorado County voters on June 3, gave the go-ahead to the massive \$560 million water supply and hydroelectric project called SOFAR, reports Business Representative Ernie Louis.

With virtually all ballots counted, SOFAR supporters cast 11,540 votes to 5,958 by opponents, a 65.9 percent to 34 percent winning margin.

The vote approved \$560 million in revenue bonds to be issued by the El Dorado Irrigation District and the County Water Agency to build four new diversion dams and reservoirs, three new electric power houses, and miles of tunnels on the South Fork of the American River.

"We expected it to pass," said Ernie Louis, "but we were pleased by the wide margin. We are very encouraged with the vote, which indicates that the people certainly are in favor of the project."

Clem Hoover added that Local 3 was very active in this project and the union's efforts paid off. "I am thoroughly convinced that without the efforts and support of Local 3, this measure would not have made it," Hoover commented. "This proves that with the support of the Brothers we can win on some of these important issues."

The bond issue was one of the largest ever on a local ballot. The bonds will be paid off through the

sale of electricity to power utilities.

District officials are negotiating with Pacific Gas & Electricity Company, the Sacramento Municipal Utility District and Sierra Pacific Power Company for the sale of an average of 470 million kilowatt hours of electricity per year.

The overwhelming support by the electorate should result in a very positive tone to future meetings, Louis said.

The project will provide 30,000 acre-feet of water per year for domestic and agricultural uses. Officials estimate this will be adequate, even in drought years, through the year 2020, when the county is expected to have a population of more than 200,000.

Supporters of the project, which included the business community, said during a sometimes bitter campaign that this might have been the last chance for El Dorado County to claim its water rights before they went to a power company or to Southern California. They also contended it was the most economical way to get a firm supply of water during drought years.

Next on the project schedule is approval by next summer of a Federal Energy Regulatory Commission license, soils and site investigations and the start in January of engineering and contract negotiations.

The first shovel is expected to be turned in 1982, when construction (CONTINUED ON PAGE 17)

Mail to: Attn: M. Kelly, Operating Engineers Local Union No. 3, 474 Valencia Street, San Francisco, California 94103

Please send me: A Membership card for the Magic Kingdom Club

My name is: \_\_\_\_\_ (PLEASE PRINT ALL INFORMATION)

Address: \_\_\_\_\_ (Street number & name, or box number)

City, State & Zip Code

Social Security Number



By BOB MAYFIELD  
Vice-President

# Rigging Lines

As indicated in last month's column, I was of the highest of hopes that a new contract for the construction members in Northern California would be completed by the time of this press release, and that we, as a craft, would not be on strike. I'm most happy that this is now a fact.

To my knowledge, the basic crafts are now also settled but not until, as most of you are fully aware, some crafts went on strike. Many of our brother Engineers (some sisters, too) in support of carpenters' and piledrivers' pickets were out of work for as long as two weeks when honoring such pickets. I don't think this is the year where extensive picketing is to be healthy for either side, as work isn't nearly as plentiful as in the previous year. What we all need is to make some of that hay while the sun is at last shining, and while high mortgage and interest rates are at last declining and may yet this year stimulate the slumping housing and building industry.

In Southern California the laborers union is on strike and therefore their pickets have in many areas shut down big jobs for all crafts. I'm told a contract was agreed upon by the parties, but when the contract was taken back to its rank & file for ratification, it was turned down.

In our own ratification meetings most recently concluded, the total meetings attended and voted upon by our rank & file showed approval of the total contract by almost an exact 2-to-1 margin. Most union officials in the trades would be pleased at the prospect of approval by this 2-to-1 margin, but I have to confess this is the least margin as I have ever seen a Local #3 contract ratified since becoming a union official—or even when still working at the trade. Certainly the money in the package (\$5.20 hard money and Cost of Living Adjustment for the 2nd and 3rd years) was the greatest amount ever negotiated in our history, and the subcontract clause and much other very meaningful and contract strengthening was obtained in this new 1980-1983 agreement. The Pension was increased this first contract year to go to \$3.00 per hour by November of this year, which in real money value means that in 1981 a great many of our members will be earning between \$100.00 and \$150.00 per month new pension in only this first year's time. Already in 1980 recent retirees have pensioned out with pensions in excess of \$1,000 per month, which, of course, marks the first time in Local #3 history these amounts have been earned and paid. With the pension hourly contributions going to the rates they are certainly headed, it isn't at all out of line to predict that by 1984 or so, if work stays healthy we will see the first \$1,500.00 per month pensions.

These figures can only be obtained by such good overall agreements which have the type of economic settlement recently concluded in the Northern California construction contract. There are those who voted against this contract, however, and to most of whom I talked with and listened to, it was over what is probably a single most controversial item called a "Saturday make-up day." Over this item by itself they voted against the contract and, of course, this is their democratic right in our organization, and had this been the wishes of the majority we would probably at this minute be on strike. In my opinion, time will prove this article to be not nearly as bad as many might think, because it can only be used in a narrow three instances (weather rain-out, snow-out, etc., involving the entire crew shutdown, major mechanical breakdown, and fuel shortage beyond the control of the employer). Even then the Saturday make-up is voluntary at straight time and in the event this new section is abused, it can and will be abolished after one year.

At this moment, the Northern Nevada Construction Agreement has been completed with officials and contractors of the Nevada Associated General Contractors. It is contemplated that this overall package will also be ratified by the rank & file involved, which is necessary, of course, to make the overall contract official. A settlement similar to the Northern California contract was obtained, although there certainly are distinct differences in the two agreements. I, along with Nevada District Representative Dale Beach and all of his construction Business Representatives, were the committee involved for the union.

Not so fortunate as the two above-mentioned settlements, are those brother and sister members who had been working at the Kennecott Copper Mine (Bingham Pit—Utah) and those at Gabbs, Nevada working for Basic, Inc. Both of these mines are now on strike and have been since July 1st. Altogether, over 500 members are involved at these two mine locations. Those at Kennecott join over 39,000 copper miners from all unions nationally. This particular strike has all the ear-markings of the 1968 national copper strike which took 8 months to settle. Strikes are something that to those involved are anything but glamorous, as some people who have never been involved in one sometimes very mistakenly think. Ask any one who has been on one for even a month or more and where no paychecks are to be had and house and car payments still must be made and kids still have to eat and go to school. I only say this so that lots of thought should be given first to striking, and then if this is a majority decision prepare for what has to be good causes and do it up right with 100 percent effort to those causes.

Since last month's report, the Escalante Sawmill strike I reported is over. We reached agreement with the company (the first agreement, as we only recently won a National Labor Relation election) and 70 people in a very small and remote town in Utah will live

(CONTINUED ON PAGE 18)

## \$10 million school underway

# Robert Helms gets several Reno jobs

Business Representative Dave Young reports that Robert L. Helms has started construction of the southeast quadrant of McCarren Blvd. in Reno and is also currently constructing portions of I80 at Mill City, Elko and Hallac. They are also constructing a portion of I395 south between Mill Street and South Virginia Street.

Harker and Harker Construction was low bidder for the construction of a concrete masonry fence at the Moana Lane Kiddie Park in Reno. Low bid was \$13,889.50. Harker was also low bidder on \$17,440.00 worth of traffic signals and curb returns at Mill and Kirman and Second and Kirman in Reno.

McKenzie Construction has started on the \$10,080,000.00 northwest high school in Reno. H.M. Byars is currently excavating for site preparation now.

Vasco and Associates was awarded construction of Lloyd Diedrichson Elementary School for \$1,717,000.00.

Richard C. Mandeville was low bidder for water system improvements at Incline Village for \$191,073.25. Bids are under advisement by the Incline Village General Improvement District.

Granite Construction of Sparks is currently overlaying a portion of I80 at Lockwood and scaling the slopes and making general safety improvements. Granite was also low bidder May 15th for \$128,910.00 worth of curbs and gutter for Washoe County Engineering Office in Reno.

S.J. Amoroso Construction of Reno was low bidder for the alternate fuel system at the Womens Correctional Center in Carson City,

Nevada. Low bid was \$92,000.00.

Jack B. Parsons Construction is currently well into construction of I80 at Carlin, Wells and Wendover, Nevada.

G.P. Construction is excavating and making grade of a portion of I80 at Battle Mountain Nevada. This job should keep several brothers working all summer.

Schultz Construction is currently working at Candelera Mine, Reno International Airport, Mt. Rose Hwy and Reno Aviation Building

T.W. Construction, spearheaded by Leo Tucori, has been successful as a new contractor. Contracting work at South Tahoe and in the Reno and Sparks area, they are working many operators full time.

Barlow and Peek Construction has had an extremely slow winter and the summer doesn't look too bright due to monies being removed from several jobs they were awarded, because of the extreme raise in home loan interest.

The Valmy power plant located

near Battle Mountain Nevada is beginning to slow down. Most of the excavation has been completed on Phase I and all that is left currently is Hoisting Engineers and Surveyors.

Several contracts are up this year, including shops, mines and the Northern Nevada Construction Agreement. So if you don't see your agent, don't set on a grievance, call him since he may be extremely busy negotiating contracts.

Please support the 2¢ per hour contribution to the Engineers' Political Education Committee, "EPEC." For years brothers have made personal contributions to EPEC, but these contributions are no longer enough to combat the growing demands being made by non-union supporters to abolish the Davis Bacon Act. This law gives all employees a right to earn a fair wage so please contact your District and Local Representatives and sign an authorization card for contribution to EPEC.



## Treasurer's Report

By Don Kinchloe  
Office Phone: 415/431-1568  
Home Phone: 415/837-7418

I am pleased to report to you that under the Material Dealers Agreement and the Rock, Sand and Gravel Agreement each Employee will receive a one dollar (\$1.00) per hour increase across the board effective 7/1/80 and 7/16/80 respectively. On 11/1/80 under both the Material Dealers Agreement and Rock, Sand and Gravel Agreement wages again will be increased by fifteen cents (\$.15) per hour across the board for each Employee and fringe benefits will be increased as follows:

Pension—\$.25 per hour  
Health and Welfare—\$.05 per hour  
Pensioned Health and Welfare—\$.05 per hour

### MATERIAL DEALERS

WAGE SCALES—Rates Per Hour	7/1/80	11/1/80
Batch Plant Operator—Wet or Dry Mix	\$13.37	\$13.52
Plant Engineer	13.37	13.52
Cement Pump or Scoop Operator	13.37	13.52
Mechanical Loader	13.37	13.52
Heavy Duty Repairman and/or Welder	13.37	13.52
Plant Crane and Derrick Operator	14.02	14.17

FRINGE BENEFITS	7/1/80	11/1/80
Pension		
(\$ .25 increase effective 11/1/80)	\$ 2.50	\$ 2.75
Health and Welfare		
(\$ .05 increase effective 11/1/80)	1.40	1.45
Pensioned Health and Welfare		
(\$ .05 increase effective 11/1/80)	.34	.39
Affirmative Action		
(No Increase)	.05	.05

### ROCK SAND AND GRAVEL

WAGE SCALE—Rates Per Hour	7/16/80	11/1/80
Group I	\$12.905	\$13.055
Group II	12.94	13.09
Group III	13.165	13.315
Group IV	13.645	13.795
Group V	14.14	14.29
Group VI	14.29	14.44
Group VII	14.475	14.625
Group VIII	14.725	14.875

FRINGE BENEFITS	7/16/80	11/1/80
Pension		
(\$ .25 increase effective 11/1/80)	\$ 2.50	\$ 2.75
Health and Welfare		
(\$ .05 increase effective 11/1/80)	1.40	1.45
Pensioned Health and Welfare		
(\$ .05 increase effective 11/1/80)	.34	.39
Affirmative Action		
(No Increase)	.05	.05

DREDGING: Negotiations have been opened with the Dredging Contractors Association of California and are progressing smoothly. It is anticipated that a Master Dredging Agreement will be consummated soon and the details of the settlement reported to you in my next column.

## Highway work slow in Eureka this season

Work on the North Coast isn't moving along as well as it did during the past couple of years, reports Eureka District Representative Gene Lake. Underground projects are still the basic work in the area. Highway construction, with the exception of maintenance and bridge construction, is practically non-existent so far this season. However, with the approach of the new fiscal year, this is subject to change. Even one new freeway project could make a drastic difference in the out-of-work list.

As in previous years, many of the brothers who call District 40 home are working away from home throughout the jurisdiction of Local 3.

At the southern end of the district, Mercer Fraser Co. is shaping up the approaches to the new bridge which spans the Eel River at Smith Point.

M.C.M. Construction of Sacramento has all but finished the bridge, with only a little "cosmetic" work to be done. M.C.M. Construction recently was awarded the contract to build a new bridge on Highway 36 a couple of miles west of Dinsmore. Mercer Fraser Co. once again will do the approaches.

Hilfiker Inc. of Eureka is constructing more than a half a mile of crib wall embankment protection on the Mattole Road project. This is with out a doubt one of the toughest projects in the district. In spite

(CONTINUED ON PAGE 14)



Pictured far left is the cab and track assembly of the LS-718 crane. The center photo is a view from operator's cab of tower, boom and jib. Pictured in right photo are Oiler Michael Conder, Operator Ralph Hamlin and Business Rep. Kay Leishman.

## Monster size Link Belt crane to be used in Salt Lake

Building construction in the downtown Salt Lake City area is at an all-time high with the arrival of a monster 250-ton FMC Link Belt crane being used on the Mountain Bell State Office Building, reports Business Rep. Kay Leishman.

The huge crane, new to the Salt Lake City area, will be the principal rig used to erect the new 16-story Mountain Bell office building. Construction on the building began with the arrival and assembly of the 250-ton FMC Link Belt track mounted tower crane, which has a 220-foot verticle tower and 180 feet of boom including jib. It was chosen because of its lifting capacity and speed in raising loads.

The crane is a new one from the FMC Link Belt assembly plant at Cedar Rapids, Iowa, which was shipped from the plant earlier this year at an approximate cost of \$200,000.

McNalley Mountain States Steel of Lindon, Utah has the crane under a lease agreement.

To supply the contractor with a more versatile crawler crane investment FMC designed the LS-718 to operate with either the heavy-duty or long-range crane boom, or when combined they make up a tower attachment. Field conversion from a conventional lifting crane to a tower crane (or vice versa) is possible without machine rework in the field. The heavy-duty crane boom serves as the tower, and the long-range boom as the tower boom.

The Link Belt LS-718 maximum operating height with tower boom and jib is 570 feet, and it has an operating radius of 370 feet. Ralph Hamlin is operating the crane, and Michael Conder is the oiler.

Mountain Bell also has under construction an \$11.8 million expansion of the Salt Lake Computer Center. Gramall Construction Co. of North Salt Lake is acting as the construction manager for the project, which includes \$3.4 million in remodeling of the interior of the existing building and another \$11.8 million in new construction to add an additional two floors to the existing building.

Two P&H mobile cranes on lease from Acme Crane Rental have hoisted all building materials for the expansion with Operator Cecil Johnson and Oiler Tony Lish on a 50-Ton rig and Operator Claude Lish and Oiler Arnold Crystal on a 115-Ton rig.

Utah Asst. District Representative Don Strate reports that Hensel Phelps is employing about 20 operators on their I-70 bridge job at Fish Creek. They expect to increase the number of operators in the near future. This is a two-year project with a price tag of about \$18 million.

Western Cassion is subbing under Hensel Phelps, and they expect to have all their cassions drilled and poured in about another month. "This has been a super company to work with and we hope to see them back in this area in the near future," Strate commented.

Peter Kiewit Sons' has started on their job at Paragonah. They have about 15 operators working at this time and expect to be starting a second shift soon. The contract calls for a concrete finish and the job is expected to last about two years.

J.B. Parsons Construction Company has moved back on their I-15 job at Beaver which they expect to get wrapped up in good time this summer. Rick Jensen Construction has moved back on their project on I-15 at Summit. The job should be finished in a couple of months.

There is still some work going on at the power plants in Emery County. Jelco has called a few operators back at the Hunter Plant, checking and repairing Utah Power and Light Company's equipment to get ready for units 3 and 4. "We have heard the rumor that the bids will be called in June 13, 1980 and we should know by July 1st who the prime contractor will be," Strate said.

Geneva Rock Products has recalled most of the hands that will be called this year. The work is down this year because of the housing slump. However, the present crew should be kept busy all season.

### I-215 Contract

Business Representative Bill Markus reports that Gibbons & Reed Company, Salt Lake City, has been awarded a \$5.9 million excavation and drainage contract for approximately 4.5 miles of the Southeast Quadrant of I-215 from approximately 13th East and 6800 South to the existing freeway at Wasatch Blvd. and 4500 South.

Construction on this section of the belt-route has been at a stand-

still for several years because of law suits filed against the project. However, the suits were rejected early this year and construction finally got underway this spring. The contractor expects the work to be completed by late fall.

Before construction could actually begin, Gibbons & Reed had to remove some 400,000 cubic yards of granular fill from an old sand and gravel pit located at the mouth of Little Cottonwood Canyon. They ran into another problem cutting the roadway on the north-south section when crews uncovered several house-size boulders. The contractor had to build a large safety berm on the west side of the rock cut to prevent the big rocks from rolling down onto houses at the bottom of the hill.

170,000 tons of granular borrow, moved from the east-west section, is being stockpiled and will probably be used when contracts are let for the final surfacing.

Peter Kiewit Sons' Company is presently working on the section of the belt-route from State Street to approximately 5th East, leaving only one section from 5th East to 13th East to be put up for bid.

Completion of the belt-route will greatly assist motorists driving from the southeast section of the Valley to the downtown and northwest part of the Salt Lake Valley.

### Rio Algom Picnic

Brothers working for Rio Algom, along with their families, got together on May 17th for a picnic, reports Business Rep. James Bogle. Over 100 people were at the Moab City Park enjoying the barbecued beef, baked beans, salads and drinks.

W. W. Clyde Company has had two jobs going all winter at Greentree, Utah, giving seventy Brothers steady employment through the slow months. The dirt job has been on two shifts all the time and the asphalt overlay has had two crews working.

L. A. Young Sons' Company has had their share of problems with the State Archaeological Society who have tied up a section of the Bluff road job because of Indian mounds in the right-of-way. The 20 members working for L. A. Young call these "Mokie Mounds" and say they are a real headache.

Peter Kiewit Sons' has finished the grade work and gravel on their job at Bluff and have moved the crew to Monticello to do the overlay there. After they complete the overlay, they will move the plant to Bluff to finish the seven miles of asphalt on that job.

### Uintah Basin

Construction is beginning to pick up in the Uintah Basin, Hajco has the contract to build a small road for the Forest Service in the Jones' Hole area, north of Vernal.

Refractory Construction, signatory to a National Maintenance Agreement, just completed a two-week turnaround job at the Plateau Refinery at Roosevelt. L. A. Young Sons' is moving in on the new dam job north of Neola, which should turn out to be a good job for most of the season.

J. F. Shea & Sons Company is still working three shifts at the Vat Tunnel. This contractor has had all kinds of problems on this tunnel. The mole was stuck and out of commission for sometime, and after they finally dug it free, they ran into water problems.

They now have to drill a two-inch hole, approximately 40 feet ahead of the mole, then if they don't hit water they run the mole 40 feet. If they do hit water, they then drill holes around the circumference of the tunnel, pump grout into the holes and tunnel on, then repeat the process. It is slow going but inasmuch as this is a cost-plus project, the contractor is not getting hurt.

## Environment plays key role

# Forecasting new trends in medicine

By Bill Delaney

Trying to forecast future trends is now an important part of business, politics and many other areas of life. Recently physicians and health specialists have been trying to get a handle on what medical care will look like in the 21st Century. Why important?

Basically because if we know where we are going with medical care in the 21st Century then possibly we can find some shortcuts, get there faster, and in the process save some lives.

So where is medicine heading? A recent symposium summed it up in these words: PATIENT HEAL THYSELF.

Behind this little maxim is the view that the future of medical care is linked to changes in two areas: environment and ways of living.

By environment, we can start with the tremendous strides being made under the OSHA program and to which Local #3 has contributed greatly. The hope here is that what our Engineers are suffering from today—hearing loss, dust-caused cancer, back problems, vision impairment—will become diseases of the past. And this is because the jobsite is becoming cleaner and safer.

The health of millions of workers has already been improved by OSHA and the program is still in its infancy and battling for its life.

Ways of living is the second factor. Here we can look at smoking cessation figures. For instance, despite the millions of dollars the tobacco interests have poured into advertising and promotion, and despite the fact that the anti-smoking campaign has been grossly underfunded, smoking has declined drastically in a number of countries.

This means that thousands of persons who would have died prematurely from smoking-related illnesses have been saved. Again, the smoking reduction campaign has worked under severe limitations, and yet we still some impressive results.

One physician calculated that the biggest change will come when the average guy makes the link between his behavior and his health. Meaning that in many instances WE MAKE OURSELVES SICK BY THE WAY WE LIVE.

As soon as some relatively simple modifications in diet (less salt, less sugar, less saturated fats) smoking reduction, weight control and exercise are made by the average family, the whole health picture of this country will rapidly change.

What are some implications? In the 21st Century there will be a move away from hospitals, doctor's offices and massive drug prescriptions for populations like the Engineers. Not that hospitals and doctors will be done away with, but they will be used less frequently and for a much more limited area of serious health problems.

What about the massive processing of medical claims and the huge medical costs borne by Trust Funds? Some predict that much smaller checks will go out, and directly to individual families in the form of incentives and rewards for staying healthy. This is already being tried, incidentally, by certain insurance companies in the country.

Of course, like anything else, medicine in the 21st Century will be the result of a political battle. There is too much money involved in present-day health care for the profit-seekers to accept less expensive forms of reimbursement without a fight.

Nevertheless, when working men and women realize that the trends in future health care mean more health for themselves and their families, changes in the work environment and ways of living will be impossible to hold back.

# Northern California Master Agreement

## MASTER AGREEMENT for NORTHERN CALIFORNIA

between  
ASSOCIATED GENERAL CONTRACTORS  
OF CALIFORNIA, INC.,  
and LOCAL UNION NO. 3  
of the International Union  
of Operating Engineers, AFL-CIO

**THIS AGREEMENT**, made and entered into this 16th day of June, 1980, by and between the ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC., hereinafter referred to as "Employer," and OPERATING ENGINEERS LOCAL UNION NO. 3 of the International Union of Operating Engineers, AFL-CIO, hereinafter referred to as "Union."

### 01.00.00 EMPLOYEES, CLASSIFICATIONS, MANNING, AND WAGE RATES

**01.01.00** On all work covered by this Agreement (Section 02.05.00) when performed, and in all instances in which equipment used in the performance of work covered by this Agreement is operated, regardless of when the work was bid or let, such work shall be performed and such equipment shall be operated by Employees obtained in accordance with Section 04.00.00 and the Job Placement Regulations of this Agreement and they and each of them shall be employed in the classifications and at the wage scales as follows, including such additions as may be made in accordance with Section 20.00.00.

**01.02.00 Area Definitions.** Section 24.00.00 provides a description of Areas 1 and 2 based upon Township and Range Lines. The Area 2 wage, as set forth in Section 01.03.00, shall be paid in all areas of Northern California not included in Area 1.

**01.02.01** If all compensable time is spent by any Employee in Area 1, he shall be paid the Area 1 rate.

**01.02.02** If two (2) or more hours of compensable time (straight or overtime) on any shift are spent by an Employee in Area 2, he shall be paid the Area 2 rate for the entire day.

**01.02.03** The Employees employed by an Individual Employer in a permanent yard or shop or plant and Employees employed by an Individual Employer on residential construction projects (not camps), subdivisions, buildings of three (3) stories or less including utilities and site work related to these buildings, streets, roadways and utilities which are a part of a residential construction project located within Area 2 shall be paid the Area 1 wage rate.

**01.02.04** If all Employees on a job or project are transported by the Employer from a permanent plant, yard or shop located in Area 1 to work in Area 2 and transported back to the same permanent yard or shop in Area 1, all on the same day, on the Employer's time, said Employees shall be paid the Area 1 wage rate.

### 01.03.00 Classifications, Manning and Rates.

**NOTE:** The Area differential of \$2.00 per hour between Area 1 and Area 2 shall remain constant without increase for the duration of the Agreement as provided in Section 01.06.01(5).

### CLASSIFICATIONS:

Current Straight-Time Hourly Wage Rates —  
Effective Dates

#### GROUP 1 (9 classifications)

6/16/80 \*6/16/81 \*\*11/1/81 \*6/16/82 \*\*11/1/82  
Area 1 \$12.08  
Area 2 \$14.08

- 0913 1. Brakeman
- 2153 2. Deckhand
- 2863 3. Fireman
- 3373 4. Heavy Duty Repairman Helper
- 5173 5. Oiler
- 7123 6. Signalman
- 7673 7. Switchman
- 7763 8. Tar Pot Fireman

All of the above are Assistants to Engineer

- 5381 9. Partsman (Heavy Duty repair shop parts room)

#### GROUP 2 (10 classifications)

6/16/80 \*6/16/81 \*\*11/1/81 \*6/16/82 \*\*11/1/82  
Area 1 \$12.49  
Area 2 \$14.49

- 1481 1. Compressor Operator
- 1661 2. Concrete Mixer (up to and including 1 yard)

**(EDITOR'S NOTE: The information contained on these seven pages is provided so that those covered by this agreement may have a working copy of the major changes until contract books are printed and distributed. New wage rates for all the classifications are given, along with work rules, etc. No attempt has been made to print every change in the new contract.)**

- 1871 3. Mechanical Conveyor (handling building materials)

- 1901 4. Conveyor Belt Operator (tunnel)
- 2893 5. Fireman Hot Plant
- 3701 6. Hydraulic Monitor
- 4843 7. Mixer Box Operator (concrete plant)
- 6041 8. Pump Operator
- 7523 9. Spreader Boxman (with screeds)
- 7793 10. Tar Pot Fireman (power agitated)

#### GROUP 3 (13 classifications)

6/16/80 \*6/16/81 \*\*11/1/81 \*6/16/82 \*\*11/1/82  
Area 1 \$12.74  
Area 2 \$14.74

- 0853 1. Box Operator (bunker)
- 3511 2. Helicopter Radioman (signalman)
- 4271 3. Locomotive thirty (30) tons or under (Assistant to Engineer when required)
- 4931 4. Motorman
- 5183 5. Truck Crane Oiler (Assistant to Engineer)
- 6311 6. Rodman or Chainman
- 6401 7. Ross Carrier (construction jobsite)
- 6451 8. Rotomist Operator
- 6791 9. Screedman (except asphaltic concrete paving)

- 6851 10. Self-Propelled, Automatically Applied Concrete Curing Machine (on streets, highways, airports and canals)
- 8371 11. Trenching Machine — maximum digging capacity 4 ft. depth (any assistance in the operation if needed, shall be performed by an Assistant to Engineer)

- 8541 12. Tugger Hoist, single drum
- 0681 13. Boiler Tender

#### GROUP 4 (11 classifications)

6/16/80 \*6/16/81 \*\*11/1/81 \*6/16/82 \*\*11/1/82  
Area 1 \$13.39  
Area 2 \$15.39

- 0391 1. Ballast Jack Tamper
- 0401 2. Ballast Regulator
- 0431 3. Ballast Tamper Multi-purpose
- 0881 4. Boxman (asphalt plant)
- 2581 5. Elevator Operator (shall not apply to permanent, fully automatic elevators when only personnel and tools are being hoisted)
- 2981 6. Forklift or Lumber Stacker (construction jobsite)
- 4061 7. Line Master
- 4541 8. Material Hoist (1 drum)
- 7031 9. Shuttlecar
- 7821 10. Tie Spacer
- 7911 11. Towermobile

#### GROUP 5 (8 classifications)

6/16/80 \*6/16/81 \*\*11/1/81 \*6/16/82 \*\*11/1/82  
Area 1 \$13.64  
Area 2 \$15.64

- 1511 1. Compressor Operator (over 2)
- 1691 2. Concrete Mixers (over 1 cu. yard)
- 1781 3. Concrete Pumps or Pumpcrete Guns
- 3131 4. Generators
- 3241 5. Grouting Machine Operator
- 5981 6. Press-Weld (air operated)
- 6071 7. Pumps (over 4)
- 8921 8. Welding Machines (powered other than by electricity)

#### GROUP 6 (23 classifications)

6/16/80 \*6/16/81 \*\*11/1/81 \*6/16/82 \*\*11/1/82  
Area 1 \$13.82  
Area 2 \$15.82

- 0611 1. BLH Lima Road Pactor or similar
- 0761 2. Boom Truck or Dual Purpose A-Frame Truck
- 1841 3. Concrete Saws (self-propelled unit) on streets, highways, airports, and canals
- 2441 4. Drilling and Boring Machinery, Vertical (applies to water wells but not to apply to waterliners, wagon drills or jackhammers) (Assistant to Engineer or Mechanic/Welder required)

- 3611 5. Highline Cableway Signalman
- 4301 6. Locomotives (steam or over 30-ton) (Assistant to Engineer required)
- 4451 7. Maginnis Internal Full Slab Vibrator (on airports, highways, canals and warehouses)
- 4631 8. Mechanical Finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types)
- 4641 9. Mechanical Burn, Curb and/or Curb and Gutter Machine, Concrete or Asphalt
- 5741 10. Portable Crushers
- 5781 11. Post Driver (M1500 and similar)
- 5861 12. Power Jumbo Operator (setting slip-forms, etc., in tunnels)
- 6341 13. Roller (except asphalt)
- 6821 14. Screedman (Barber-Greene and similar) (asphaltic concrete paving) (automated)
- 6911 15. Self-Propelled Compactor (single engine)
- 7001 16. Self-Propelled Pipeline Wrapping Machine (Perault CRC or similar types)
- 7041 17. Self-Propelled Power Sweeper Operator
- 6831 18. Self-Propelled Tape Machine
- 7241 19. Slip-Form Pumps (lifting device for concrete forms)
- 7301 20. Small Rubber-Tired Tractors
- 7441 21. Snooper Crane, Paxton-Mitchell or similar
- 7611 22. Surface Heater
- 0261 23. Auger-type drilling equipment up to and including 30-ft. depth digging capacity m.r.c. (any assistance required will be performed by an Employee covered by this Agreement)

#### GROUP 7 (31 classifications)

6/16/80 \*6/16/81 \*\*11/1/81 \*6/16/82 \*\*11/1/82  
Area 1 \$14.00  
Area 2 \$16.00

- NEW 1. Bit Sharpener
- 1601 2. Concrete Batch Plants (wet or dry) (Effective 6/16/80)
- 1611 3. Concrete Conveyor or Concrete Pump, Truck or Equipment mounted (Assistant to Engineer when required) Boom length to apply
- 1621 4. Concrete Conveyor, Building site (any assistant shall be an Employee covered by this Agreement)
- 2111 5. Deck Engineers
- 2431 6. Drilling and Boring Machinery, Horizontal (not to apply to waterliners, wagon drills or jackhammers) (Assistant to Engineer or Mechanic/Welder required)
- 2471 7. Dual Drum Mixer (Assistant to Engineer required)
- 3101 8. Fuller Kenyon Pump and similar types
- 3111 9. Gantry Rider (or similar equipment)
- 3711 10. Hydro-Hammer or similar
- 3761 11. Instrument Man
- 4391 12. Lubrication and Service Engineer (mobile and grease rack) (Effective 6/16/80)
- 4571 13. Material Hoist (2 or more drums)
- 4751 14. Mine or Shaft Hoist
- 4901 15. Mixermobile
- 5501 16. Pavement Breaker with or without compressor combination
- 5531 17. Pavement Breaker, Truck Mounted, with compressor combination (Assistant to Engineer driver when required)
- 5621 18. Pipe Bending Machine (pipelines only)
- 5651 19. Pipe Cleaning Machine (Tractor propelled and supported)
- 5681 20. Pipe Wrapping Machine (Tractor propelled and supported)
- 6131 21. Refrigeration Plant
- 6381 22. Roller Operator (Asphalt)
- NEW 23. Screedman (Barber-Greene and similar) (asphaltic concrete paving) (manual)
- 6881 24. Self-Propelled Boom-type Lifting Device (center mount) (10-ton capacity or less m.r.c.)
- 6971 25. Self-Propelled Elevating Grade Plane
- 7271 26. Slusher Operator
- 7431 27. Small Tractor (with boom)
- 7491 28. Soil Tester
- 7501 29. Soils and Materials Tester
- 8511 30. Truck Type Loader
- 0271 31. Auger-type drilling equipment over 30-ft. depth digging capacity m.r.c. (Assistant to Engineer or Mechanic/Welder required)

(CONTINUED ON PAGE 8)

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GROUP 8 (32 classifications)

6/16/80 \*6/16/81 \*\*11/1/81 \*6/16/82 \*\*11/1/82

Area 1 \$14.52  
Area 2 \$16.52

- 0161 1. Armor-Coater (or similar) (Assistant to Engineer required) (second Operator when required)
- 0191 2. Asphalt Plant Engineer
- 1121 3. Cast-in-Place Pipe Laying Machine
- NEW 4. Chip Spreading Machine Operator
- 1451 5. Combination Slusher and Motor Operator
- 1571 6. Concrete Batch Plant (multiple units)
- 2361 7. Dozer
- NEW 8. Drill Doctor
- 3221 9. Gradesetter, Grade Checker (mechanical or otherwise)
- 3261 10. Grooving and Grinding Machine (highways)
- 3301 11. Heading Shield Operator
- 3401 12. Heavy Duty Repairman and/or Welder
- 3821 13. Ken Seal Machine (or similar)
- 3941 14. Kolman Loader
- 4091 15. Loader (up to 2 yards)
- 4691 16. Mechanical Finishers or Spreader Machine (asphalt, Barber-Greene and similar) (Screedman required) (Effective 6/16/80)
- 4721 17. Mechanical Trench Shield
- 5771 18. Portable Crushing and Screening Plants (Assistant to Engineer required)
- 6081 19. Push Cat
- 6481 20. Rubber-Tired earthmoving equipment (up to and including 45 cu. yds. "struck" m.r.c., Euclids, T-Pulls, DW-10, 20, 21 and similar)
- 6501 21. Rubber-Tired Dozer
- 7011 22. Self-Propelled Compactor with Dozer; Hyster 450 or Cat 825
- 7021 23. Sheepfoot
- 7841 24. Timber Skidder (Rubber-Tired or similar equipment)
- 7931 25. Tractor drawn Scraper
- 7941 26. Tractor
- 8391 27. Trenching Machine, maximum digging capacity over 5 ft. depth (Assistant to Engineer required)
- 8421 28. Tri-Batch Paver (Assistant to Engineer required)
- 8601 29. Tunnel Mole Boring Machine Operator (any assistance in the operation, if needed, shall be performed by an Assistant to Engineer)
- 8881 30. Welder
- 9051 31. Woods-Mixer (and other similar Pugmill equipment)
- 8831 32. Vermeer T-600B Rock Cutter

GROUP 9 (7 classifications)

6/16/80 \*6/16/81 \*\*11/1/81 \*6/16/82 \*\*11/1/82

Area 1 \$14.78  
Area 2 \$16.78

- 1241 1. Chicago Boom
- 1391 2. Combination Mixer and Compressor (gunite)
- 1421 3. Combination Slurry Mixer and/or Cleaner
- 3521 4. Highline Cableway (5 tons and under)
- 4431 5. Lull Hi-Lift or similar (20 ft. or over)
- 5111 6. Mucking Machine (Assistant to Engineer when required) (rubber-tired, rail or track type)
- 8061 7. Tractor (with boom) (D-6 or larger, and similar)

GROUP 10 (31 classifications)

6/16/80 \*6/16/81 \*\*11/1/81 \*6/16/82 \*\*11/1/82

Area 1 \$15.04  
Area 2 \$17.04

- 0201 1. Asphalt Milling Machine
- 0791 2. Boom-type Backfilling Machine (Assistant to Engineer required)
- 0941 3. Bridge Crane
- 1091 4. Cary-Lift (or similar)
- 1181 5. Chemical Grouting Machine, truck mounted (Assistant to Engineer required)
- 1301 6. Chief of Party
- 1341 7. Combination Backhoe and Loader (up to and including 3/4 cu. yd. m.r.c.)
- 2261 8. Derricks (2 operators required when swing engine remote from hoist)
- 2291 9. Derrick Barges (except excavation work) (Deck Engineer required when deck engine is used) (Assistant to Engineer required)
- 2351 10. Do-More Loader and Adams Elegrader
- 2561 11. Elevating Grader Operator
- 2771 12. Euclid Loader and similar type (Assistant to Engineer required when not controlled from the Pullcat)
- 3461 13. Heavy Duty Rotary Drill Rig (including caisson foundation work and Robbins type

drills) (Assistant to Engineer required or Mechanic/Welder required)

- 3851 14. Koehring Skooper (or similar) (Assistant to Engineer when required)
- 4031 15. Lift Slab Machine (Vagtborg and similar types)
- 4151 16. Loader (2 yards up to and including 4 yards)
- 4331 17. Locomotive (over 100 tons) (single or multiple units) (Assistant to Engineer required)
- 5051 18. Multiple Engine earthmoving machine (Euclids, Dozers, etc.) (no tandem scraper)
- 6011 19. Pre-Stress Wire Wrapping machine
- 6241 20. Reservoir-Debris Tug (Self-Propelled Floating)
- 6471 21. Rubber-Tired Scraper, Self-Loading (paddle wheels, etc.)
- 7061 22. Shuttle Car (Reclaim Station)
- 7161 23. Single Engine Scraper over 45 yards
- 7461 24. Soil Stabilizer (P & H or equal)
- 7581 25. Sub-grader (Gurries or other automatic type) (Assistant to Engineer required)
- 8121 26. Tractor, Compressor Drill Combination (Assistant to Engineer required)
- 8301 27. Track laying type earthmoving machine (single engine with tandem scrapers)
- 8331 28. Train Loading Station
- 8341 29. Trenching machine, Multi-engine with Sloping Attachment, Jefco or similar (Assistant to Engineer required)
- 8841 30. Vacuum Cooling Plant
- 9001 31. Whirley Crane (up to and including 25 tons)

GROUP 10-A (11 classifications)

6/16/80 \*6/16/81 \*\*11/1/81 \*6/16/82 \*\*11/1/82

Area 1 \$15.18  
Area 2 \$17.18

- 0351 1. Backhoe (hydraulic) (up to and including 1 cu. yd. m.r.c.) (Assistant to Engineer required)
- 0371 2. Backhoe (cable) (up to and including 1 cu. yd. m.r.c.) (Assistant to Engineer required)
- 1381 3. Combination Backhoe and Loader over 3/4 cu. yd. m.r.c. (Assistant to Engineer required if over 1 cu. yd. m.r.c. when used as a Backhoe)
- 1851 4. Continuous Flight Tie Back Auger (crane attached/separate controls) (Two [2] operators)
- 1961 5. Cranes (not over 25 tons, hammerhead and gantry) (Assistant to Engineer required)
- 3171 6. Gradalls (up to and including 1 cu. yd.) (Assistant to Engineer required)
- 5801 7. Power Blade Operator (single engine)
- 5891 8. Power Shovels, Clamshells, Draglines, (up to and including one [1] cu. yd. m.r.c.) (Assistant to Engineer required) (Long boom pay)
- 6541 9. Rubber-Tired Scraper, Self Loading (paddle wheel twin engine)
- 6891 10. Self-Propelled Boom-type Lifting Device (center mount) (over 10 tons up to and including 25 tons)
- 0961 11. CMI dual lane auto. grader SP30 or similar (Assistant to Engineer required)

GROUP 11 (27 classifications)

6/16/80 \*6/16/81 \*\*11/1/81 \*6/16/82 \*\*11/1/82

Area 1 \$15.39  
Area 2 \$17.39

- 0311 1. Automatic Concrete Slip-Form Paver (Gradesetter, Screedman and Assistant to Engineer required)
- 0341 2. Automatic Railroad Car Dumper
- 1031 3. Canal Trimmer (Two [2] Assistants to Engineer required)
- 1041 4. Canal Trimmer with ditching attachments (Two [2] Operators, One [1] Gradesetter, one [1] Assistant to Engineer required)
- 1091 5. Cary Lift, Campbell or similar
- 1131 6. Certified Chief of Party (when requested by Individual Employer)
- 1861 7. Continuous Flight Tie Back Auger (crane attached/single controls) (one [1] Operator and one [1] Assistant to Engineer required)
- 1981 8. Cranes (over 25 tons up to and including 125 tons) (Assistant to Engineer required)
- 2481 9. Drott Travelift 650-A-1 or similar (45 ton or over) (Assistant to Engineer when required)
- 2751 10. Euclid Loader when controlled from the Pullcat
- 3551 11. Highline Cableway (over 5 tons)
- 4211 12. Loader (over 4 cu. yds., up to and including 12 cu. yds.)
- 4771 13. Miller Formless M-9000 Slope Paver or similar (Gradesetter required) (any additional assistance required on this

equipment shall be performed by an Assistant to Engineer)

- NEW 14. Multiple Engine Scrapers (when used as push pull) (applicable only to jobs bid after 6/16/80)
- 5821 15. Power Blade Operator (multi-engine)
- 5921 16. Power shovels, Clamshells, Draglines, Backhoes, Gradalls (over 1 cu. yd. and up to and including 7 cu. yds. m.r.c.) (Assistant to Engineer required) (Long boom pay)
- 6491 17. Rubber-Tired earthmoving machines (multiple propulsion power units and two or more scrapers) (up to and including 75 cu. yds. "struck" m.r.c.)
- 6941 18. Self-Propelled Compactor (with multiple propulsion power units); Blob or similar
- NEW 19. Self-Propelled Boom-Type Lifting Device (center mount) (over 25 tons m.r.c.) (Assistant to Engineer required) (Effective 6/16/80)
- 7151 20. Single Engine Rubber-Tired earthmoving machines (with tandem scrapers)
- 7211 21. Slip-Form Paver (concrete or asphalt) (one [1] Operator and two [2] Screedmen required)
- 7731 22. Tandem Cats
- 7881 23. Tower Cranes Mobile, including rail mounted (Assistant to Engineer required)
- 8361 24. Trencher (Pulling attached shield) (Assistant to Engineer required)
- 8721 25. Tower Cranes, Universal Liebherr and similar types (in the erection, dismantling and moving of equipment there shall be an additional Operating Engineer at Group 8 rates)
- 8961 26. Wheel Excavator (up to and including 750 cu. yds. per hour) (Assistant to Engineer required)
- 9011 27. Whirley Crane (over 25 tons)

GROUP 11-A (6 classifications)

6/16/80 \*6/16/81 \*\*11/1/81 \*6/16/82 \*\*11/1/82

Area 1 \$16.75  
Area 2 \$18.75

- 0461 1. Band Wagons (in conjunction with Wheel Excavator)
- 1951 2. Cranes (over 125 tons) (Assistant to Engineer required)
- 4221 3. Loader (over 12 cu. yds., up to and including 18 cu. yds.)
- 5951 4. Power Shovels, Clamshells, Draglines, Backhoes and Gradalls (over 7 cu. yds. m.r.c.) (Assistant to Engineer required; an additional Assistant to Engineer is required if the shovel or dragline is electrically powered) (Long boom pay)
- 6521 5. Rubber-Tired Multi-Purpose earthmoving machines (Two [2] units over 75 cu. yds. [struck] m.r.c.)
- 8991 6. Wheel Excavator (over 750 cu. yds. per hour) (Two [2] Operators and One [1] Assistant to Engineer required; any additional assistance shall be by Assistant to Engineer)

GROUP 11-B (1 classification)

6/16/80 \*6/16/81 \*\*11/1/81 \*6/16/82 \*\*11/1/82

Area 1 \$17.09  
Area 2 \$19.09

- 4231 1. Loader (over 18 cu. yds.)

GROUP 11-C (2 classifications)

6/16/80 \*6/16/81 \*\*11/1/81 \*6/16/82 \*\*11/1/82

Area 1 \$17.46  
Area 2 \$19.46

- 3491 1. Operator of Helicopter (when used in erection work)
- 6231 2. Remote-controlled earthmoving equipment (no one Operator shall operate more than two [2] pieces of earthmoving equipment at one time)

**01.03.01 Classifications and Rates for Steel Erectors and Fabricators.**

GROUP 1 (1 classification)

6/16/80 \*6/16/81 \*\*11/1/81 \*6/16/82 \*\*11/1/82  
\$12.70

- 0213 1. Assistant to Engineer (Oiler)

GROUP 2 (4 classifications)

6/16/80 \*6/16/81 \*\*11/1/81 \*6/16/82 \*\*11/1/82  
\$13.15

- 1481 1. Compressor Operator
- 6311 2. Rodman, Chainman
- 3131 3. Generator, gasoline or diesel driven (100 K.W. or over) (Structural Steel or Tank Erection only)
- 8483 4. Truck Crane Oiler (Assistant to Engineer)

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GROUP 3 (5 classifications)  
6/16/80 \*6/16/81 \*\*11/1/81 \*6/16/82 \*\*11/1/82  
\$14.38

1511 1. Compressors, Generators and/or Welding  
Machines or Combination (2 to 6) (over six  
[6] additional Engineers required)  
(Structural Steel or Tank Erection only)

2111 2. Deck Engineer

3761 3. Instrument Man

7123 4. Signalman (using mechanical equipment)

2981 5. Forklift

GROUP 4 (2 classifications)  
6/16/80 \*6/16/81 \*\*11/1/81 \*6/16/82 \*\*11/1/82  
\$14.55

3311 1. Heavy Duty Repairman

7941 2. Tractor Operator

GROUP 4-A (1 classification)  
6/16/80 \*6/16/81 \*\*11/1/81 \*6/16/82 \*\*11/1/82  
\$14.98

3401 1. Combination Heavy Duty Repairman  
and/or Welder

GROUP 5 (8 classifications)  
6/16/80 \*6/16/81 \*\*11/1/81 \*6/16/82 \*\*11/1/82  
\$15.52

0761 1. Boom Truck or Dual Purpose A-Frame  
Truck

0701 2. Boom Cat

1241 3. Chicago Boom

2021 4. Crawler Cranes and Truck Cranes (15 tons  
m.r.c. or less) (Assistant to Engineer  
required)

6881 5. Self-Propelled Boom-type Lifting Device  
(center mount) (10-ton capacity or less  
m.r.c.)

3641 6. Single Drum Hoist

8541 7. Tugger Hoist

1301 8. Chief of Party

GROUP 6 (9 classifications)  
6/16/80 \*6/16/81 \*\*11/1/81 \*6/16/82 \*\*11/1/82  
\$16.04

1091 1. Cary Lift, Campbell or similar

2051 2. Crawler Cranes and Truck Cranes (over 15  
tons m.r.c.) (Assistant to Engineer  
required)

2261 3. Derricks (2 operators required when swing  
engine remote from hoist)

3111 4. Gantry Rider (or similar equipment)

3581 5. Highline Cableway (Signalman required)

6891 6. Self-Propelled Boom-type Lifting Device  
(center mount) (over 10 tons up to and  
including 25 tons)

7881 7. Tower Cranes Mobile including rail  
mounted (Assistant to Engineer required)

7851 8. Tower Cranes, Universal Liebherr and  
similar types (in the erection, dismantling  
and moving of equipment there shall be an  
additional Operating Engineer)

3661 9. Two or more Drum Hoist

GROUP 7 (1 classification)  
6/16/80 \*6/16/81 \*\*11/1/81 \*6/16/82 \*\*11/1/82  
\$16.40

NEW 1. Self-Propelled Boom-Type Lifting Device  
(center mount) (over 25 tons) (Assistant to  
Engineer required) (Effective 6/16/80)

GROUP 8 (1 classification)  
6/16/80 \*6/16/81 \*\*11/1/81 \*6/16/82 \*\*11/1/82  
\$16.75

1951 1. Cranes (over 125 tons) (Assistant to  
Engineer required)

GROUP 9 (1 classification)  
6/16/80 \*6/16/81 \*\*11/1/81 \*6/16/82 \*\*11/1/82  
\$18.01

3491 1. Operator of Helicopter

**01.03.02 Classifications and Rates for Piledrivers.**

GROUP 1 (1 classification)  
6/16/80 \*6/16/81 \*\*11/1/81 \*6/16/82 \*\*11/1/82  
\$12.13

0213 1. Assistant to Engineer (Fireman, Oiler,  
Deckhand)

GROUP 1-A (1 classification)  
6/16/80 \*6/16/81 \*\*11/1/81 \*6/16/82 \*\*11/1/82  
\$12.54

1481 1. Compressor Operator

GROUP 1-B (1 classification)  
6/16/80 \*6/16/81 \*\*11/1/81 \*6/16/82 \*\*11/1/82  
\$12.79

8483 1. Truck Crane Oiler (Assistant to Engineer)

GROUP 2-A (1 classification)  
6/16/80 \*6/16/81 \*\*11/1/81 \*6/16/82 \*\*11/1/82  
\$12.79

8541 1. Operator of Tugger Hoist (Hoisting  
material only)

GROUP 2-B (1 classification)  
6/16/80 \*6/16/81 \*\*11/1/81 \*6/16/82 \*\*11/1/82  
\$13.43

2981 1. Forklift Operator

GROUP 2-C (1 classification)  
6/16/80 \*6/16/81 \*\*11/1/81 \*6/16/82 \*\*11/1/82  
\$13.87

0041 1. A-Frames

GROUP 2-D (4 classifications)  
6/16/80 \*6/16/81 \*\*11/1/81 \*6/16/82 \*\*11/1/82  
\$13.69

1541 1. Compressor Operator (over 2)

3131 2. Generators

6041 3. Pumps (over 2)

8931 4. Welding Machines (powered other than by  
electricity)

GROUP 3 (4 classifications)  
6/16/80 \*6/16/81 \*\*11/1/81 \*6/16/82 \*\*11/1/82  
\$14.05

2111 1. Deck Engineer (Deck Engineer Operator  
required when deck engine is used)\*

6881 2. Self-Propelled Boom-type Lifting Device  
(center mount) (10-ton capacity or less  
m.r.c.)

*\*Additional nomenclature effective 6/16/77 subject  
to jurisdictional determination, and is not operative  
until a confirming letter is received from  
International Presidents of the Unions.*

GROUP 3-A (1 classification)  
6/16/80 \*6/16/81 \*\*11/1/81 \*6/16/82 \*\*11/1/82  
\$14.57

3401 1. Heavy Duty Repairman and/or Welder

GROUP 4 (5 classifications)  
6/16/80 \*6/16/81 \*\*11/1/81 \*6/16/82 \*\*11/1/82  
\$15.23

5351 1. Operating Engineer in lieu of Assistant to  
Engineer tending boiler or compressor  
attached to crane piledriver

5201 2. Operator of piledriving rigs, skid or  
floating and derrick barges (Assistant to  
Engineer required)

5231 3. Operator of diesel or gasoline powered  
crane piledriver (without boiler) up to and  
including 1 cu. yd. rating (Assistant to  
Engineer required)

6891 4. Self-propelled Boom-type Lifting Device  
(center mount) (over 10 tons up to and  
including 25 tons)

1961 5. Truck Crane Operator (up to and including  
25 tons) (Hoisting material only)  
(Assistant to Engineer required)

GROUP 5 (4 classifications)  
6/16/80 \*6/16/81 \*\*11/1/81 \*6/16/82 \*\*11/1/82  
\$15.44

5261 1. Operator of diesel or gasoline powered  
crane piledriver (without boiler) over 1 cu.  
yd. rating (Assistant to Engineer required)

5291 2. Operator of crane (with steam, flash boiler,  
pump or compressor attached) (Group 4  
Operating Engineer required)

5321 3. Operator of steam powered crawler, or  
Universal type driver (Raymond or similar  
type) (Assistant to Engineer required)

5331 4. Truck Crane Operator (over 25 tons)  
(Hoisting material or performing  
piledriving work) (Assistant to Engineer  
required)

New Self-Propelled Boom-Type Lifting Device  
(center mount) (over 25 tons) Assistant to  
Engineer required — Effective 6/16/80

GROUP 6 (1 classification)  
6/16/80 \*6/16/81 \*\*11/1/81 \*6/16/82 \*\*11/1/82  
\$16.81

1951 1. Cranes (over 125 tons) (Assistant to  
Engineer required)

**01.04.00 FOREMEN — Wages.** Foremen (other  
than General Foremen), Shifters, Heavy Duty  
Repairman Foremen and Master Mechanics (Heavy  
Duty) shall receive:

6/16/80 \*6/16/81 \*\*11/1/81 \*6/16/82 \*\*11/1/82  
Area 1 \$16.73  
Area 2 \$18.73

together with overtime computed at the overtime rate  
applicable to the men supervised. All Foremen,  
Shifters, Heavy Duty Repairman Foremen and  
Master Mechanics (Heavy Duty) shall be paid by the  
day except overtime, which shall be paid by the hour  
and half-hour.

**01.05.00 Booms.** (Applicable also to Steel Erectors  
and Piledriving.) The straight-time hourly wage rate  
of Employees on cranes or equipment with booms of

eighty feet (80') or more, including jib and/or leads,  
shall be according to the following schedule, and  
added to the straight-time hourly wage rates set out  
in 01.00.00 and such increase in straight-time hourly  
wage rate shall apply for the full shift and all  
overtime work.

PER HOUR

Booms of eighty feet (80') up to, but not  
including one hundred thirty feet (130') ... \$ .25

Booms of one hundred thirty feet (130') up to,  
but not including one hundred eighty feet  
(180') ..... \$ .40

Booms of one hundred eighty feet (180') up to,  
and including two hundred fifty feet (250') \$ .90

Booms over two hundred fifty feet (250') ..... \$1.35

**01.05.01** In the application of the above, the  
length of the boom shall be measured from the center  
of the heel pin to the center of the boom or jib point  
sheave.

**01.05.02 Working Suspended.** The straight-time  
hourly wage rate of Employees required to work  
suspended by ropes or cables or performing work on a  
Yo-Yo Cat shall be according to the following  
schedule, and added to the straight-time hourly wage  
rates set out in 01.00.00, and such increase in the  
straight-time hourly wage rate shall apply for the full  
shift and all overtime work.

PER HOUR

\$ .60

**01.05.03 Additional Increase.** It is agreed an  
increase of one dollar forty cents (\$1.40) per hour  
shall become effective on June 16, 1981, and an  
additional one dollar fifty cents (\$1.50) per hour  
increase shall become effective on June 16, 1982. The  
Union Executive Board may elect at its option, upon  
at least sixty (60) days' written notice to the  
Employer prior to June 16, 1981, and June 16, 1982, to  
allocate the one dollar forty cent (\$1.40) and the one  
dollar fifty cent (\$1.50) increases respectively to  
wages and/or fringes; provided, however, if any or  
all of the aforesaid increases are made to fringe  
benefits, such fringe benefits shall be effective July 1,  
1981, or July 1, 1982, whichever the case may be.

**01.06.00 \*\*COST OF LIVING ADJUSTMENT.**  
In addition to the wage rates set forth in Section  
01.00.00 and the fringe benefits rates set forth in  
Section 12.00.00, the parties have agreed to the  
following with respect to cost-of-living adjustments  
for the term of this Agreement:

**01.06.01** For purposes of this Agreement:

(1) "CONSUMER PRICE INDEX" refers to  
"CONSUMER PRICE INDEX FOR URBAN  
WAGE EARNERS AND CLERICAL  
WORKERS — U.S. City Average — All Items  
1967 = 100," published by the Bureau of Labor  
Statistics, U.S. Department of Labor.

(2) "CONSUMER PRICE INDEX ADJUSTMENT  
BASE." The Consumer Price Index Adjustment  
Base for the 1st adjustment period shall be the  
Consumer Price Index for the month of  
February 1980. The Consumer Price Index  
Adjustment Base for the 2nd adjustment period  
shall be the Consumer Price Index for the month  
of February 1981.

(3) "CHANGE IN THE CONSUMER PRICE  
INDEX" is defined as the difference between the  
Consumer Price Index Adjustment Base and the  
Consumer Price Index as indicated at the  
conclusion of the subsequent twelve-month  
period.

(4) "COST OF LIVING ADJUSTMENT." Effective on each  
Adjustment date, the Adjustment shall be based on the  
percentage of the cost-of-living increase for the  
periods set forth above.

(5) The Cost-of-Living Adjustment shall be  
applicable if the amount of Adjustment exceeds  
the total wage and fringe benefit increases  
effective in the year subsequent to the  
Adjustment Period (Section 01.05.03); the  
amount that the Cost-of-Living Adjustment  
exceeds said increases shall be considered an  
"add-on" to the wage and/or fringe benefit  
rates, if any, and shall be effective on November  
1, 1981, and November 1, 1982. The percentage  
of the cost-of-living increase shall be applied to  
the Area I wage and/or fringe benefits rates by  
Group and Classification and the amounts in  
excess of the amount in Section 01.05.03 shall be  
effective on the appropriate dates. The Area  
differential of \$2.00 per hour between Area I and  
Area 2 shall remain constant without increase  
for the duration of the Agreement.

(6) Should the monthly Consumer Price Index in its  
present form and on the same basis as of the last

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Index published become unavailable, the parties shall attempt to agree on a substitute Index, or if agreement is not reached, request the Bureau of Labor Statistics to provide an appropriate conversion or adjustment, which shall be applicable as of the appropriate adjustment date and thereafter.

**01.07.00** If the Individual Employer maintains, rents, leases or otherwise contracts out or arranges for a camp in Area II, the Individual Employer agrees that the charge to the Employees covered by this Agreement for suitable room and board, shall not exceed the differential between the Area I and Area II wage rates for eight (8) straight-time hours, five (5) days a week, Monday through Friday. When Employees work Saturdays and/or Sundays the same provisions which applies Monday through Friday, shall apply to Saturdays and/or Sundays.

**01.07.01** If an Individual Employer provides trailer space for a job or project, an appropriate charge for such space shall be negotiated between the Union and the Individual Employer prior to the commencement of said job or project.

#### **02.00.00 GENERAL PROVISIONS — DEFINITIONS**

**02.01.00 Employer.** The term "Employer" as used herein shall mean the Associated General Contractors of California, Inc.

**02.02.00 Individual Employer.** The term "Individual Employer" shall mean only those persons or entities who have authorized the Associated General Contractors of California, Inc., (Employer) to represent said Individual Employer with respect to collective bargaining with the Union. A list of said Individual Employers has been furnished to the Union at the commencement of negotiations, and the Employer shall furnish the Union with monthly reports of any additions or deletions to the list of Individual Employers represented by the Employer.

**02.02.01 Additional Individual Employer.** Provided that a person or entity is not then engaged in a currently existing labor dispute with the Union arising out of a failure to comply with the wages, hours, rates of pay or other conditions of employment required by the Union in the territorial jurisdiction of the Union where the dispute exists, such person or entity may become an Individual Employer covered by this Agreement upon authorizing the Employer to represent said person or entity with respect to collective bargaining and labor relations with the Union.

**02.02.02** In the event an Individual Employer desires to be represented by another and different Association, he shall give the Union fifteen (15) days' notice in writing of the name of the employer association under a collective bargaining agreement with the Union that will represent the notifying Individual Employer; provided, however, that once an employer association represents an Individual Employer under Section 18.00.00 for a particular grievance, no other employer association shall represent that Individual Employer for that grievance.

**02.04.00 Employee.** The term "Employee" as used herein shall mean any person, without regard to race, color, religion, sex, age, national origin or handicap, and shall include those persons covered by the Vietnam Era Veterans Readjustment Assistance Act of 1972.

#### **03.00.00 ADMINISTRATIVE PROVISIONS**

**03.01.00 Pre-Job Conferences.** The Individual Employer or an Employer shall notify the Union at least one (1) week prior to the commencement of work by an Employee or Employees covered by this Agreement on all jobs or projects where the estimated or agreed price to be paid to the Individual Employer is \$1,000,000.00 or more.

**03.01.01** Upon request of the Union, a Pre-Job Conference shall be held. The location shall be at the option of the Employer or Individual Employer. In the event a Pre-Job Conference is not held within two (2) weeks after a written request to the Individual Employer from the Union, Section 18.03.00 shall not be in effect until such Pre-Job Conference is held.

**03.01.02** All understandings reached at such Pre-Job Conference shall be reduced to writing in a Pre-Job Conference Report and signed by the Individual Employer or Employer and the Union. Such understandings shall be within the scope and terms of this Agreement. For Keymen, refer to 04.08.02 of the Job Placement Regulations.

**03.02.00 Records and Requests.** Each Individual Employer shall provide a proper means for registering time, working time and quitting time of its Employees and owner-operators. In the event of a specific dispute regarding time, wages or fringe benefit payments of its Employees, or over any matter pertaining to an owner-operator, upon written request by the Union, delivered to the Employer and the Individual Employer, the Individual Employer's records relating to said dispute regarding time, wages and fringe benefit payments of its Employees, regardless of classification, or a dispute regarding owner-operators, and the Individual Employer's records relating to said dispute shall promptly be accessible to a Business Representative, auditor or other official of the Union during working hours.

**03.02.01** In the event the Employer disputes the relevance of the records regarding a specific dispute referred to in 03.02.00 above, said dispute shall be subject to the provisions of Section 18.00.00.

**03.02.02** In the event an Individual Employer fails or refuses to confirm an audit appointment within fourteen (14) days following demand or fails or refuses to submit to an audit within thirty (30) days upon demand, the Union shall not be bound by the provisions of Section 18.00.00 and shall be free to withdraw any or all of the Employees of such Individual Employer and such withdrawal shall not be a violation of this Agreement. Provided, however, the Union shall not withdraw Employees for forty-eight (48) hours after written notification to the Employer of the failure to confirm an audit appointment or the failure to submit to an audit whichever the case shall be, and the Individual Employer shall bear the expenses incurred by the auditor for such forty-eight (48) -hour delay.

**03.06.01 Federal Emergency Energy Conservation Plan.** In the event that a compressed work week measure under the Federal Emergency Energy Conservation Plan or under any other Federal successor plan is adopted during the term of the Agreement which requires a deviation in terms of starting time or length of the regular shift, the parties agree to negotiate a modification of this Agreement.

#### **04.00.00 EMPLOYMENT**

**04.01.00 Hiring.** All hiring shall be subject to and in accordance with the Job Placement Regulations of this Agreement except where such regulations are superseded by the provisions of the Amended Consent Decree in Civil Case No. C-71-1277 RFP, dated March 7, 1980, or as modified.

**04.04.00 Owner-Operator.** Effective July 1, 1980, this Section shall apply to an Owner-Operator when he has worked for an Individual Employer more than six (6) hours in any fringe benefit reporting period (calendar month). However, when the Owner-Operator commences work for said Individual Employer on the seventh (7th) hour, fringe benefits shall be retroactive to his first (1st) hour of employment with said Individual Employer.

**04.04.04** In the event an Individual Employer has failed to notify the Job Placement Center servicing the job or project of the name, address and Social Security Number of the Owner-Operator within twenty-four (24) hours after the Owner-Operator has reported for work to said Individual Employer, and said Individual Employer is subsequently found by audit or otherwise to have violated any of the Owner-Operator provisions of Section 04.00.00 resulting in the failure to pay wages and/or fringes under this Agreement, such Individual Employer's liability under Section 18.04.00 shall be for the payment into the Operating Engineers' Pension Trust Fund of the wages, straight time and overtime, and fringe benefits that would have been paid by the Individual Employer but for the violation plus twenty-five percent (25%). Such liability shall be for not more than the sixty (60) -day period prior to written notification by the Union to the Individual Employer and Employer notwithstanding any other provision of said Section 18.04.00. Provided, however, if said Individual Employer can establish from records maintained in the normal course of business that the Job Placement Center has received the required twenty-four (24) -hour notice and is subsequently

**04.04.08** Separate checks shall be issued by the Individual Employer for (1) such Employee's wages, and (2) his equipment, and (3) fringe benefits payable to the Trust Funds. The amount of the separate check for such Employee's wages shall not reduce the amount actually received for equipment compensation, as distinguished from wages, to a level below that provided for in 04.04.12.

**04.04.15** It is further agreed that the Individual Employer will not devise or put into operation any scheme, whether herein enumerated or not, to defeat the terms of this Section of this Agreement, nor shall any Owner-Operator's arrangement with an Individual Employer be entered into for the purpose of depriving any other Employee of employment. In the event that the Individual Employer has available equipment on the job during the period of the repair of the Owner-Operator's equipment, and for a period not to exceed two (2) shifts and so long as no other Employee is laid off to provide work for such equipment, an Owner-Operator may be assigned to operate equipment not furnished by him, but except under such circumstances the Owner-Operator shall be exclusively assigned to the equipment furnished by him.

**04.04.17** Notwithstanding any other provision of this Agreement, an Owner-Operator who has worked as an employee (or as an Employee) shall be subject to 04.02.00 after seven (7) days' employment by the Employer and/or one (1) or more Individual Employers. No Owner-Operator shall have any right to enforce this Agreement by grievance, arbitration or otherwise until he has been placed on the payroll of an Individual Employer as an Employee.

#### **05.00.00 WORK PRESERVATION**

*(Applicable to jobs awarded on or after 6/16/80)*

**05.03.00 Definition of Subcontractor.** A subcontractor is defined as any person (other than an Employee covered by this Agreement or an individual Owner-Operator), firm or corporation who agrees orally or in writing, to perform, or who in fact performs for, or on behalf of, an Individual Employer, any part or portion of the work covered by this Agreement.

**05.04.00 On-Site Work.** With respect to on-site work covered by this Agreement, that is, work done or to be done at the site of the construction, alteration, painting or repair of a building, structure or other work:

- (1) The terms and conditions of this Agreement (subject to [2] and [3] below) insofar as it affects Employer and the Individual Employer on on-site work shall apply equally to any subcontractor of any tier under the control of, or working under oral or written contract with such Individual Employer on any on-site work covered by this Agreement, and said subcontractor with respect to such on-site work shall be considered the same as an Individual Employer covered hereby,
- (2) that if an Individual Employer shall subcontract on-site work as herein defined, such subcontract shall state in writing that such subcontractor agrees to comply with the terms and provisions of this Agreement (including Section 12.00.00 but excluding Sections 04.01.00 and 04.02.00) in the performance of his subcontract; provided, however,
- (3) if an Individual Employer is actually employing Employees, or has employed employees, covered by this Agreement at a particular jobsite, such subcontract shall state in writing that such subcontractor agrees to comply with and be bound by all the terms and provisions of this Agreement with no exclusions.

**05.07.00** Unless a subcontractor is an Individual Employer signatory to this Agreement, this Agreement shall not cover any other jobs or projects of the subcontractor, and the application of this Agreement to the subcontractor pursuant to these provisions shall terminate contemporaneously with the termination of such subcontract with the Individual Employer

**06.02.00** Not less than eight (8) hours at the applicable rate shall be paid for the work performed on any one (1) shift subject to Section 06.22.00 of this Section, except that on the first (1st) day of employment; on jobs of less than one (1) day's duration; and on any day that the work on a job or project is suspended on account of weather conditions, by written order of the Contracting Authority, or by any Governmental agency having the authority to suspend the work, by the unavailability of fuel, power or water, and on days on which there is a major mechanical breakdown (i.e., Employees directly affected by such breakdown), not less than four (4) hours at the applicable rate shall be paid for work performed and any time thereafter shall be reckoned by the hour.

**06.02.01 Saturday Make-up Day.** Upon notice to the Job Placement Center servicing the job or project,

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Saturday work may be performed at straight-time rates in the event of time lost during the work week for those Employees so affected due to one (1) or more of the following conditions: inclement weather, major mechanical breakdown or shortage of fuel or materials beyond the control of the Individual Employer — provided the total straight-time hours worked by any Employee in any one (1) week including Saturday make-up work, shall not exceed forty (40) hours. This Section shall not apply to the servicing of other crafts receiving premium pay for Saturday work or to the provisions of this Agreement applicable to Special Single Shifts. Saturday make-up work shall be performed on a voluntary basis only, and no Employee shall be discharged or otherwise disciplined for his refusal to perform such work.

The Employer and the Union have agreed that the Saturday make-up day provision has been included in this Agreement on a trial basis only and may be opened by the Union at any time upon notice to the Employer, for the discussion of any problems which have occurred or are occurring; and if agreement or resolution of those problems is not reached, the Saturday make-up provision shall automatically terminate and be deleted from the Agreement effective June 15, 1981.

It is further agreed that during the trial period the Employer and the Individual Employer shall not utilize the Saturday make-up provision to circumvent the standard Monday through Friday work week.

**06.04.00** On a single shift, eight (8) consecutive hours (exclusive of meal period) shall constitute a shift's work; the regular starting time of the single shift shall be between 6:00 a.m. and 8:00 a.m.; provided, however, once such starting time has been established on a job or project, it shall not be changed except by mutual consent of the Union and the Individual Employer. An earlier or later starting time may be established by mutual agreement between the Union and the Individual Employer.

**06.04.01 Special Single Shift.** When the Individual Employer produces evidence in writing to the Union of a bona fide job requirement for a public agency or a public utility which certifies that some or all of work can only be done other than during the normal shift hours, and notifies the Union by certified mail at least three (3) days prior to the start of such special shift (except in the case of emergency), the Individual Employer may initiate such special shift of eight (8) consecutive hours (not in conjunction with any other shift) (exclusive of meal period), Monday through Friday. Such shift shall be in accordance with the provisions of Section 06.02.00.

**06.04.02** Employee's straight-time rate shall be the applicable wage rate set forth in 01.03.00 plus three dollars (\$3.00) per hour.

**06.04.04 Special Service and Maintenance Shift.** Upon written notice to the Union, an Individual Employer may initiate a special service and maintenance shift (not to include heavy duty repair) other than during the normal shift hours. The Employees' straight-time wage rate for such special service and maintenance shift shall be the applicable wage rate set forth in Section 01.03.00 plus three dollars (\$3.00) per hour.

Once an Individual Employer has established a starting time for a special service and maintenance shift, it shall not be changed except by mutual consent of the Union and the Individual Employer.

**06.07.00** On a single- and two-shift operation, Saturday shall be the twenty-four-hour period commencing at 12:00 midnight Friday or at the close of the regularly scheduled shift. On a three-shift operation, Saturday shall run from the close of Friday's third or graveyard shift to 8:00 a.m. Sunday.

**06.07.01** On a single- and two-shift operation, Sunday shall be the twenty-four-hour period commencing at 12:00 midnight Saturday or at the close of the regularly scheduled shift. On a three-shift operation, Sunday shall run from 8:00 a.m. Sunday to 8:00 a.m. Monday.

**06.15.00** Where in any locality existing traffic conditions, weather conditions or power availability render it desirable to start the day shift at an earlier or later hour, such starting time may be set by mutual written agreement of the Individual Employer and the Union. Such different starting time may not be terminated except on a Friday or upon completion of the job.

**06.16.00** If a breakdown occurs on equipment operated by Employees covered by this Agreement, it shall be in the discretion of the Individual Employer whether the Operator and his Assistant to Engineer

or other Employees shall make the repairs including routine maintenance.

**06.17.00** The recognized established practice regarding the starting and warming up of equipment by Employees under this Agreement shall not be changed.

**06.19.02** Where it is necessary for such machines as compressors, refrigeration plants and pumps to operate during the lunch period, the operator of such machines shall receive pay for the lunch period at the applicable overtime rate only if required by the Individual Employer to monitor or service such machines.

**06.21.00 Show-Up Time.** When an Employee reports on his shift, or when dispatched and he reports at the agreed time and designated place and there is no work covered by Section 02.04.00 provided for him by the Individual Employer, he shall be paid two (2) hours at the rate applicable to his classification at the straight-time hourly or overtime rate applicable on that day as show-up time; if the Employee is requested to stand by, and does so, and is given no work, he shall be paid four (4) hours' pay at the rate applying to the job or unless such Employee or applicant reported in a condition unfit to perform his work or unless such applicant was rejected by the Individual Employer in accordance with the provisions of the Job Placement Regulations of this Agreement, Section 04.10.41. Provided, however, if his work is suspended on account of weather conditions, the Employee shall be entitled to show-up time only if he remains on the jobsite for two (2) hours pending abatement of such weather, unless sent home earlier by the Individual Employer. If his work is started, in lieu of show-up time, the Employee shall be compensated as provided in 06.02.00 and 06.03.00 of this Section. If an Employee's work is to be suspended for any reason, the Employee shall be notified at least two (2) hours before being required to report on his shift. The Employee shall keep the Individual Employer advised at all times of his correct address and telephone number. When the Employee has no telephone, or when the Employee cannot be reached at the number furnished to the Individual Employer, he shall not be entitled to show-up time in the event he reports on a day of inclement weather unless he has previously called the Individual Employer at the time and place designated in a notice posted on the job. The provisions of this Section shall apply also when the Employee is working under Section 13.00.00 and 14.00.00 of this Agreement. The Individual Employer and the Union may mutually agree to other and additional means of notification of Employees.

**06.25.02 Overtime Area 1 (excluding six [6] Bay Counties).** Employees (except Employees employed on repair, maintenance, field survey work and in permanent plants) on all work covered by this Agreement in Area 1 other than the Counties set forth in 06.25.01 above shall receive one and one-half (1-1/2) times the applicable straight-time rate up to and including ten (10) hours of work, and double the applicable straight-time rate thereafter. Overtime shall be paid at the applicable rate for all work performed before a shift begins and after it ends. For all Saturday work one and one-half (1-1/2) times the applicable straight-time rate up to and including eight (8) hours and double the applicable straight-time rate thereafter. Sundays and holidays shall be double the applicable straight-time rate.

**Maintenance, Repair, and Permanent Plants.** One and one-half (1-1/2) the applicable straight-time rate up to and including twelve (12) hours, and double the applicable straight-time rate over twelve (12) hours, shall be paid for all work before a shift begins and after it ends and on Saturdays. Double the applicable straight-time rate shall be paid for all work performed on Sundays and holidays.

**Survey Work.** One and one-half (1-1/2) the applicable straight-time rate up to and including twelve (12) hours, and double the applicable straight-time rate over twelve (12) hours, shall be paid for all work before a shift begins and after it ends and on Saturdays. Double the applicable straight-time rate shall be paid for all work performed on Sundays and holidays.

**07.02.00 Asphalt Plant Crew.** It is agreed that the Asphalt Plant Crew shall consist of a Plant Engineer and two (2) additional Employees. The Plant Engineer shall be in charge of the entire plant. In the case of an automatic asphalt plant, the asphalt plant minimum crew shall consist of a Plant Engineer and Boxman who shall receive a twenty cent (\$.20) per hour premium over the rates in Section 01.03.00. (Provided, no Employee currently employed in an

asphalt plant crew under the 1977-1980 Master Agreement shall be laid off or otherwise displaced as a result of the inclusion of this Section. It is further provided that if any additional assistance is required in the asphalt plant crew, such assistance shall be performed by an Employee covered by this Agreement.)

**07.03.00 Change Rule.** An Employee may be changed from one classification or piece of equipment to another classification or piece of equipment and returned to his original classification or piece of equipment only twice on any shift (i.e., two [2] complete changes on same two [2] pieces of equipment). If an Employee is changed from one piece of equipment to another piece of equipment, the piece of equipment which the Employee leaves may not operate unless the Employee is replaced by another Employee. This Subsection shall not apply to the Registered Apprentice, or when the Individual Employer has four (4) or less pieces of equipment, excluding pumps, compressors, welding machines and generators on the job. This Section may be modified by mutual agreement between the Union and the Employer. However, an Employee who is transferred to another piece of equipment and who is not qualified to operate that piece of equipment, shall not be discharged or laid off, but shall be returned to the equipment to which he was originally dispatched.

**07.05.00** Whenever an Employee starts, stops or operates pumps over 750 GPM (except automatic electric pumps), compressors over 210 CFM (except automatic electric compressors), more than three (3) welding machines, or generators over 150 KW, he shall be an Employee covered by this Agreement. Any servicing and maintenance of the above equipment regardless of size, including automatic electric pumps and automatic electric compressors, shall also be performed by an Employee covered by this Agreement.

**07.06.00 Pumps.** Whenever the Individual Employer uses powered pumps (except automatic electric pumps, pumps 750 GPM or less, and water loading pumps), they shall be manned as follows:

- (1) Over four (4) up to and including nine (9): one (1) Engineer required.
- (2) Over nine (9) up to and including sixteen (16): two (2) Engineers required; and thereafter
- (3) for each six (6) additional pumps: one (1) additional Engineer.

**07.06.01 Generators.**

- (1) Generator (single or multiple units), over 250 KW, up to and including 600 KW: one (1) Engineer required.
- (2) For each additional 350 KW: one (1) additional Engineer required.
- (3) Manned single units shall not be included in multiple unit count.
- (4) Generator House: one (1) Engineer required.
- (5) Not more than one (1) Engineer required on any single unit.

**07.06.02 Compressors.**

- (1) Building Jobs Only:
  - (a) Compressors single or multiple (except automatic electric compressors), over 750 CFM total capacity: one (1) Engineer required.
  - (b) For each additional 3000 CFM total capacity: one (1) additional Engineer required.
- (2) Other than Building Jobs:
  - (a) Any single unit 750 CFM or over: one (1) Engineer required.
  - (b) On compressor houses, manifold compressors or large single unit compressors (750 CFM or more) in the same location: one (1) Engineer required.
  - (c) Any other combination of compressors (excluding those as named above, and excluding the isolated single unit of 210 CFM or less), exceeding 750 CFM: one (1) Engineer required; and thereafter, for each additional 3000 CFM: one (1) additional Engineer required.

**07.06.03 Welding Machines. (Excluding isolated single units.)**

- (1) Four (4) or more up to and including eleven (11): one (1) Engineer required.
- (2) Twelve (12) or more up to and including nineteen: two (2) Engineers required.
- (3) Thereafter, for each additional eight (8) welding machines, an additional Engineer required.

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**07.09.00 Journeyman Training.** Employees who have

- (1) attained their forty-eighth (48th) birthday but have not attained their fifty-eighth (58th) birthday and have ten (10) years' or more Pension Credits;
- (2) been while unemployed under this Agreement continuously registered in a California Job Placement Center or other approved Job Placement Center during the previous calendar year (registration during the calendar week following termination shall not break continuous registration) and have not refused four (4) or more dispatches during the previous calendar year and are at the time of application for training registered in a California Job Placement Center; and
- (3) earned five hundred (500) hours' pension credits but less than one thousand fifty (1,050) hours' pension credits during the previous calendar year,

shall be eligible for training as follows:

- (a) Training shall take place at an approved training center and such training shall be under the direction of the Operating Engineers Joint Apprenticeship Committee.
- (b) Room and board while at the training center and the cost of training shall be paid by the Operating Engineers and Participating Employers Pre-Apprentice, Apprentice, and Journeyman Affirmative Action Training Fund.
- (c) While at the training center there shall be paid to the Health and Welfare Trust and the Pension Trust the amounts called for by this Agreement for every training hour but not for more than forty (40) hours in any one calendar week.

**07.09.03** Participants shall be accepted yearly in June and shall be trained on a first-come, first-trained basis to the extent of the funds made available by the Trust and training facilities which are available.

**07.09.05 Journeyman and Apprentice Training.**

- (1) Journeymen and Apprentices shall become eligible for training (skills upgrading) upon completion of 350 hours of pension credits.
- (2) Eligible Journeymen and Apprentices shall be entitled to six (6) weeks of training in any twelve-month period at a designated training center.
- (3) Room and board for these persons shall be paid for by the Operating Engineers and Participating Employers, Pre-Apprentice, Apprentice and Journeymen Affirmative Action Training Fund.
- (4) Applications for training shall be made by applying at a Northern California Job Placement Center.
- (5) Opportunities for training shall be on a space available basis.

**07.09.06** The Operating Engineers and Participating Employers Pre-Apprentice, Apprentice, and Journeyman Affirmative Action Training Fund Trustees are specifically authorized to modify 07.09.00 through 07.09.03.

**NOTE:** The following provisions relating to the utilization of Apprentices shall apply, except where superseded by the provisions of the Amended Consent Decree in Civil Case No. C-71-1277 RFP, dated March 7, 1980, or as modified.

**07.10.02** The straight-time hourly rate of Operating Engineers Registered Apprentices indentured prior to August 1, 1977, in the Operating Engineers Apprenticeship Program, hereinafter referred to as Group A Apprentices, shall be the following:

**EFFECTIVE 6/16/80**

GROUP A	Period 1	Period 2	Period 3	Period 4
Area 1	\$ 9.66	\$10.83	\$11.99	\$13.29
Area 2	\$11.66	\$12.83	\$13.99	\$15.29
Group B	Period 1	Period 2	Period 3	Period 4
Area 1	\$ 7.26	\$ 8.71	\$10.16	\$12.34
Area 2	\$ 9.26	\$10.71	\$12.16	\$14.34

Group A and Group B straight-time hourly wage rates effective on 6/16/81, 11/1/81, 6/16/82 and 11/1/82 shall be calculated by the same method as the above rates.

The straight-time hourly rate of Operating Engineers Registered Apprentices indentured on or after August 1, 1977, in the Operating Engineers

Apprenticeship Program, shall be referred to as Group B Apprentices, and thereafter, shall receive the following percentage of the Group 8 rate set forth in Section 01.00.00:

- 1st Period Apprentice — 50%
- 2nd Period Apprentice — 60%
- 3rd Period Apprentice — 70%
- 4th Period Apprentice — 85%

The straight-time hourly rate of Surveyors Apprentices shall be:

- 1st Period — 60% of Chainman-Rodman
- 2nd Period — 70% of Chainman-Rodman
- 3rd Period — 80% of Chainman-Rodman
- 4th Period — 90% of Chainman-Rodman
- 5th Period — 100% of the wage rate applicable to the classification covering the type of work being performed
- 6th Period — 100% of the wage rate applicable to the classification covering the type of work being performed
- 7th Period — 100% of the wage rate applicable to the classification covering the type of work being performed
- 8th Period — 100% of the wage rate applicable to the classification covering the type of work being performed

**07.10.03** All Operating Engineer Apprentices upon completing the Probation/Orientation Program may request evaluation by the appropriate Joint Apprenticeship Committee to receive credit which may be applicable for past experience. The Joint Apprenticeship Committee may determine through the evaluation whether the Apprentice shall be a First through Fourth Period Apprentice, and they shall be paid the appropriate percentage as set forth in 07.10.02. In such determinations, the Joint Apprenticeship Committee's decision shall be final. Surveyor Apprentices shall be evaluated and receive the wage scale of the proper wage schedule as determined by the application of the proper percentage of the appropriate classification for the period of training and the work performed, all as determined by the NCS-JAC.

**07.10.04** Apprentice manning shall be in conformance with the schedule as set forth in 07.10.14 attached hereto and made a part hereof.

(9) The parties recognize that some Individual Employers may not be able to provide safe, meaningful training for Apprentices. Therefore, a committee is established consisting of two (2) representatives of the Union and two (2) representatives of the Employer for the purpose of considering deviation from the Apprentice manning provisions of 07.10.14 where either of these conditions exist. Issues other than safe meaningful training shall be subject to Section 18.00.00. The Individual Employer shall submit to the committee in writing its reasons why it cannot provide safe, meaningful training for Apprentices on a specified jobsite. The provisions of this paragraph shall apply to all Employers.

**07.10.12 Probation/Orientation Program.** All Apprentices entering the program after June 15, 1980, shall receive probation/orientation training with the specific branch they are entering pursuant to the Apprenticeship Standards. Probation/Orientation Training shall take place at a designated training center under the direction of the Northern California Joint Apprenticeship Committee for Operating Engineers.

**08.00.00 SUPPLEMENTARY WORKING CONDITIONS**

**08.01.00 Tools.** The Individual Employer shall provide on each jobsite a secure place where his Heavy Duty Repairman may keep his tools. If all or any part of a Heavy Duty Repairman's kit of working tools is lost by reason of the failure of the Individual Employer to provide such a secure place, or by fire, flood, or theft involving forcible entry while in the secure place designated by the Individual Employer, the Individual Employer shall reimburse such Heavy Duty Repairman for any such loss from a minimum of one hundred dollars (\$100.00) to a maximum of three thousand dollars (\$3,000.00). In order to obtain the benefits of this paragraph, a Heavy Duty Repairman must provide the Individual Employer with an inventory of his tools at the time he commences work and additional inventory every thirty (30) days.

**11.00.00 SUBSISTENCE AND TRAVEL, RENTED EQUIPMENT**

**11.01.00** On any job, location or project located more than thirty-five (35) miles from the permanent

yard of the Individual Employer, Operating Engineers employed by an Individual Employer who is regularly engaged in the business of renting hoisting equipment (except cranes), gradalls, truck-mounted pavement breakers, or truck-mounted earth augers, on a fully operated basis, shall receive in addition to their regular and overtime wages a daily subsistence as follows:

Effective June 16, 1980 — \$20.00

**11.01.01** Any crane rental work to be performed on a fully operated basis shall be performed under the wage rates, fringe benefit rates and all other terms and conditions of the existing Master Agreement for Equipment Rental.

**12.00.00 FRINGE BENEFITS**

**12.01.00 General Provisions.** The Individual Employer will make the following payments for each hour worked or paid each Employee by an Individual Employer covered by this Agreement. Such payments shall be paid by each Individual Employer for each hour worked or paid each Employee of such Individual Employer on or before the 15th day of the month following the month in which such Employee was employed by such Individual Employer, and an Individual Employer shall be delinquent if such Individual Employer's Report and payment is not received by the bank prior to midnight of the 25th day of that month. All such payments shall be made at San Francisco, California, at the time (as set forth above) and in the manner provided for by the applicable Employer-Union Trust Agreement creating a Trust or, if not a Trust, at the time and in the manner provided for in this Agreement. Each Individual Employer is bound by all the terms and conditions of each Trust Agreement and any amendment or amendments thereto which are incorporated by reference herein. The Union and the Employer agree that these plans are and have been defined contribution plans.

**12.02.00 Health and Welfare and Sick Benefits.** Each Individual Employer covered by this Agreement shall pay into the Operating Engineers' Health and Welfare Trust Fund for Northern California according to the following schedule:

Effective June 16, 1980

one dollar sixty cents (\$1.60) per hour

Effective November 1, 1980

one dollar sixty-five cents (\$1.65) per hour

**12.03.00 Pensioned Health and Welfare.** Each Individual Employer covered by this Agreement shall pay into the Pensioned Operating Engineers' Health and Welfare Trust Fund according to the following schedule:

Effective June 16, 1980

thirty-nine cents (\$.39) per hour

Effective November 1, 1980

forty-four cents (\$.44) per hour

**12.04.00 Pensions.** Each Individual Employer covered by this Agreement shall pay into the Operating Engineers' Pension Trust Fund according to the following schedule:

Effective June 16, 1980

two dollars fifty cents (\$2.50) per hour

Effective July 1, 1980

two dollars seventy-five cents (\$2.75) per hour

Effective November 1, 1980

three dollars (\$3.00) per hour

**12.05.00 Affirmative Action.** Each Individual Employer covered by this Agreement shall pay into the Operating Engineers and Participating Employers Pre-Apprentice, Apprentice, and Journeyman Affirmative Action Training Fund according to the following schedule:

Effective June 16, 1980

twenty-nine cents (\$.29) per hour

Effective November 1, 1980

thirty-four cents (\$.34) per hour

In addition to the above, the Individual Employer shall pay fifty cents (\$.50) per hour for each hour worked or paid each Registered Apprentice into the Operating Engineers and Participating Employers Pre-Apprentice, Apprentice, and Journeyman Affirmative Action Training Fund.

**12.06.00 Vacation and Holiday Pay Plan.** Each Individual Employer covered by this Agreement shall pay into the Operating Engineers' Vacation and Holiday Pay Plan according to the following schedule:

Effective June 16, 1980

one dollar thirty-five cents (\$1.35) per hour

Effective November 1, 1980

one dollar fifty-five cents (\$1.55) per hour

(CONTINUED ON PAGE 13)

**12.08.00 Delinquencies.** It is agreed that insofar as payments by the Individual Employer are concerned, the parties recognize and acknowledge that the regular and prompt payment of amounts due each Trust by Individual Employers is essential and, based upon prior experience of the parties hereto and in light of the substantial but varied expense incurred in the administration of said Trusts due to delinquencies, the parties agree that it is extremely difficult, if not impracticable to fix the actual expense and damage to each Trust, program and Employee which results from the failure of an Individual Employer to make the payments in full within the time provided. Therefore, it is agreed that the amount of damage resulting from any such failure shall be by way of liquidated damages and not as a penalty to each such Trust the sum of thirty-five dollars (\$35.00) or fifteen percent (15%) of the amount due and unpaid to each such Trust, whichever is greater, for each failure to pay in full within the time provided. Such liquidated damages shall become due and payable to each such Trust in San Francisco, California, at such place as each such Trust has from time to time been determined, upon the day immediately following the date on which the Individual Employer becomes delinquent, and shall be added to and become a part of said amount due and unpaid, and the whole thereof shall bear interest at the rate of twelve percent (12%) per annum until paid.

**12.08.01** In addition, if a delinquent Individual Employer agrees to pay his delinquency in installments and fails to make such payments in the amount and at the time and place agreed, it is agreed that the amount of damage to each Trust resulting from any such failure shall be by way of liquidated damages and not as a penalty to each such Trust, the sum of thirty-five dollars (\$35.00) or fifteen percent (15%) of the amount due and unpaid to each such Trust, whichever is greater, for each such failure to pay in full within the time provided, which amount shall become due and payable to each such Trust in San Francisco, California, at the place and time agreed upon, and shall be added to and become a part of said amount due and unpaid, and the whole thereof shall bear interest at the rate of twelve percent (12%) per annum until paid.

**12.08.03** When a contributing Individual Employer has been assessed liquidated damages and interest for a period of two (2) late months during any twelve (12) consecutive month period, upon the occurrence of the second (2nd) assessment the Individual Employer will promptly be notified (with copies to the Local Union and the Employer) that if said Individual Employer becomes delinquent again and is assessed liquidated damages and interest during any of the succeeding twelve (12) -month period, he will be subject to the following rules:

- (a) The Individual Employer shall be audited in order to determine compliance with the provisions of this Section 12.00.00 and/or the Trust Fund Documents.
- (b) The Individual Employer shall be required to provide the Trust Funds with a cash deposit or bond equal to the sum of the three (3) highest months' contributions made in the immediate preceding twelve (12) -month period, or such lesser sum as the Delinquency Committee deems appropriate.
- (c) The Individual Employer's due and delinquent date shall be the 15th day of the month.
- (d) Once these special rules have been applied to an Individual Employer, they shall remain in effect for at least twelve (12) months. At the end of this period, the Individual Employer may petition the Board to terminate these special rules and release the cash deposit or bond; this may be allowed only if the Individual Employer has been current in his reports and contributions for each and every month during the preceding twelve (12) -month period and the Board is otherwise satisfied that there will be no further delinquencies. The foregoing rules shall not actually be applied to any Individual Employer until the Delinquency Committee has been advised at a meeting that they have become applicable (or will become applicable if another delinquency occurs). The Delinquency Committee may then, upon its own motion or upon the Individual Employer's request, waive any of the above rules, in whole or in part, for reasonable cause.

**13.00.00 STEEL FABRICATING AND ERECTING WORK**

**13.01.01** This Section 13.00.00 shall cover all work

of the Individual Employer in the geographical area as described in 02.06.00 of this Agreement and the classifications set forth in this Section and any new classifications added under Section 20.00.00 of this Agreement in Northern California. If Individual Employers perform work covered by this Section 13.00.00 in the State of Hawaii, such work shall be covered by this Section.

**13.06.00 Subsistence, Travel Time, Travel Expenses.** Employees covered by this Section 13.00.00 shall be compensated at the rate of twenty dollars (\$20.00) per each workday effective June 16, 1980, as subsistence pay (in addition to their regular compensation) when employed on any job more than thirty-five (35) road miles by the shortest normally traveled route from the Employee's "basing point." The Employee's "basing point" shall be the Job Placement Center (i.e., which has historically been servicing the area where the job or project is located), provided that when an Employee is transferred to a job or project his "basing point" shall be the permanent yard or shop of the Individual Employer to which such Employee is regularly assigned, and provided further that when an Employee is terminated or quits from the employ of the Individual Employer and is rehired by letter in accordance with the Job Placement Regulations of this Agreement, within thirty (30) working days by the Individual Employer at another job or project, then the permanent yard or shop of the Individual Employer to which such Employee was regularly assigned when he was terminated or quit shall be considered such Employee's "basing point." Such compensation shall be paid for the duration of the job.

**13.06.08** On jobs subject to 13.06.00, Employees shall be paid travel expense from the yard or shop to job and return on the first and last days of employment there, respectively at the rate of twenty-five cents (\$.25) per mile, and the Individual Employer shall also pay any bridge, ferry or toll fares involved.

**14.00.00 PILEDIVING**

**14.02.13** Employees shall receive, for raising steam on any equipment before a shift begins, except as otherwise provided, the following:

6/16/80  
\$12.13

**14.03.00 Subsistence, Travel Time, Travel Expenses.** Subsistence, travel time, and travel expenses shall be paid in accordance with applicable Section of the Master Labor Agreement between the Associated General Contractors of California, Inc., and the Piledrivers, Divers, Carpenters, Bridge, Wharf and Dock Builders, Local No. 34 which is attached hereto as Exhibit A and made a part hereof.

**15.00.00 SPECIAL WORKING RULES AND CONDITIONS FOR WORKING UNDERGROUND**

**15.02.00 Underground Rate.** Employees working underground shall receive thirty cents (\$.30) per hour in addition to their straight-time hourly wage rate set out in Section 01.00.00, and it shall be the Employee's underground straight-time hourly wage rate; provided, however, Employees working within shafts, stopes, and raises shall receive forty cents (\$.40) per hour in addition to their straight-time hourly wage rate set out in Section 01.00.00 hereof and it shall be the Employee's underground straight-time hourly wage rate.

**15.08.00 Tunnel Safety.** In the event the Individual Employer requests a variance from the Tunnel Safety Order, other than electrical and/or diesel, such requests will be mailed to the Union at the same time such written request is mailed to the Division of Industrial Safety.

**16.02.00 Cooperation.** The Union shall cooperate with the Individual Employer in the carrying out of all such Individual Employer's safety measures and practices for accident prevention not in conflict with the provisions of this Agreement, and in carrying out and adhering to all of the applicable State and Federal safety laws. Any Employee may be discharged for knowingly failing to perform work in conformance with the Employer's Safety Code or as required by the State or Federal Safety Orders or other applicable status. The safety standards and rules contained herein are minimum standards and are not intended to imply that the Union objects to the establishment and imposition by the Individual Employer of additional or more stringent safety rules to protect the health and safety of the Employees. It shall be the exclusive responsibility of the Individual Employer to insure compliance with safety

standards and rules.

**17.00.00 JOB STEWARDS**

**17.09.00 Business Representative.** A Business Representative(s) of the Union shall be permitted on all jobs, but shall not interfere with the work.

**17.09.01** Provision shall be made by the Individual Employer for the admission of such Business Representative(s) to the jobsite of the Individual Employer at all times and places where work is being performed by the Individual Employer or by any subcontractor of any tier of the Individual Employer.

**17.09.02** The Business Representative(s) so admitted shall concern themselves only with work, equipment and Employees covered by this Agreement.

**18.00.00 PROVISIONS GOVERNING RIGHT TO ARBITRATE**

**18.02.01** A Board of Adjustment is hereby created for the settlement of disputes. It shall be composed of a panel selected by the Union and a panel selected by the Employer. Said Board shall organize within five (5) days of the signing of this Agreement, and shall elect a Chairman and shall adopt rules of procedure which shall bind the contracting parties. In the event the parties hereto do not, or have not, mutually agreed upon rules of procedure, the rules of procedure governing a particular matter referred to the Board of Adjustment shall be referred for determination to the five-member Board of Adjustment as composed and convened by the procedures provided below. Within twenty-four (24) hours of the time any dispute is referred to it by either party, two (2) representatives from the Union panel and two (2) representatives from the Employer panel shall meet as a Board, with a Chairman and Secretary to consider such dispute. Said Board shall have the power to adjust any differences that may arise regarding the meaning or enforcement of this contract. If the Board within twenty-four (24) hours after such meeting cannot agree on any matter referred to it, the members thereof within three (3) days shall choose a fifth (5th) member who shall have no business or financial connection with either party. In the event said members are unable unanimously to agree upon the identity of said fifth (5th) member within said three-day period, the choice shall be made by either party requesting the Federal Mediation and Conciliation Service to submit a list of five (5) arbitrators from which the said fifth (5th) member shall be chosen by each party striking two (2) names from said list, the arbitrator whose name then remains becoming the said fifth (5th) member. The matter shall then proceed to arbitration before the Board of Adjustment as so composed with all due expedition.

In the event either party fails to meet within fifteen (15) days of the date the other party requests in writing that the Board of Adjustment be convened, the grievance shall be resolved in favor of the grieving party.

**18.02.02** The decision of said Board shall be determined by a majority of its members and shall be rendered within ten (10) days after such submission. Said decision shall be within the scope and terms of this Agreement and shall be final and binding on all parties hereto. Pending such decision, work shall be continued in accordance with the provisions of this contract. The expense of employing said fifth (5th) person shall be borne equally by both parties. No proceedings hereunder based on any dispute, complaint or grievance herein provided for shall be recognized, unless called to the attention of the Employer and the Union in writing within fifteen (15) days after the alleged violation was committed. No Employee shall be required to exhaust the remedies provided in this Section 18.00.00 as a condition precedent to the commencement by him of a civil action for wages or, for work performed prior to July 1, 1966, pay in lieu of Vacation and Holiday Pay.

**20.00.00 ADDITIONAL WORK OR CLASSIFICATIONS**

**20.01.00 New Equipment.** This Agreement contemplates that as and when equipment and other means and methods of operating equipment not presently in use in the area covered by this Agreement is or are about to be introduced on a jobsite, the Employer and the Union shall upon written request by either party meet within ten (10) working days to negotiate an appropriate rate, classification and working rule for the equipment's operation and for the other means or methods of operating equipment not presently in use.

## Sewage disposal job moves in Eureka

(CONTINUED FROM PAGE 5)  
of all the problems involved, the company is pretty much on schedule. The brothers employed on this one are getting in plenty of O.T.

In the city of Eureka H.M. Byars of Reno, Nevada is starting to move right along on the sewage disposal lines. Their problem, so far, has been inability to get material, mainly pipe. The project cost is \$3.9 million.

Selva Construction is presently driving sheet pile for the pumping stations on the new city sewer project. The prime contractor on this project is Kirkwood Bly of Santa Rosa. The cost of the contract is \$4,177,000.

Nally Enterprises is getting started on the underground portion of their marina site development contract. The project has been slow to get into high gear.

The floating docks will be installed by West Coast Dredging of Portland, Oregon. They hope to get started by the first of July.

Work in the equipment dealers shops has been slow so far this

year. This is basically due to the poor lumber market. With interest rates declining hopefully the home building industry will improve.

Business Representative Jim Johnson reports that Stimple-Baker of Redding is in the process of putting in the approaches and connecting the road between C.K. Mosemans completed bridge and the second one which is now getting started. Myhren Drilling of Sacramento still has about three months of drilling on the retaining wall portion of this project. This project should keep at least eight of the brothers busy for the rest of this work season.

Nally Enterprises of Rio Dell is getting off to a good start this season, he has started on three projects, they consist of one realignment job on North Bank Road in Crescent City, one on Hiway 101 near Big Lagoon and the third and largest of the three is \$1.5 million site development project at the Woodley Island Marina here in Eureka.

Redwood Empire Agg. just

recently picked up a near million dollar bid on a street widening project in the Bertsch Tract area of Crescent City, this is the first major job that the Smith River plant of this company has had this season.

West Coast Dredging of Portland, Oregon started last week on a dock repair job in the Crescent City harbor and when completed they will be moving to the Woodley Island Marina project in Eureka where they have the dock installation portion of that contract.

Tonkin Construction is still amassing a mountain of rock for their jetty repair job in the Crescent City harbor, they are hauling the rock from their quarry at Liscomb Hill near Blue Lake, it will be August or September before the ocean will be calm enough for them to start placing it.

In the Willow Creek area the work is not moving too rapidly yet. Mercer Fraser is doing a Forest Service Road job on Friday Ridge and Paul Easley Construction of Redding is doing a Timber Access Road on Waterman Ridge.

## Marysville in full swing

With Underground Construction running three headings and employing nearly twenty-five Engineers, work on the West Side is in full swing, reports Business Rep. George Morgan. Ray Kofler is Job Steward on this project, and Dave Storey is the Safetyman.

Work, for this time of the year, is a little on the shy side. Many of the Brothers are having to travel outside the area for work.

Brother Jerry Hudgins was working on Sugar Pine Dam and, on his way home one Friday night a few weeks ago, was involved in an auto accident. As a result, he will be disabled for most of the construction season. "We all certainly wish Jerry a speedy recovery," Morgan commented.

Harold L. James, Inc. is still working on their nine miles of water line for the Kanahaw Water District on Road 65 in Willows. There are approximately three more months of work on this project.

Butte Creek Rock is moving right along on their job on the Sky-

way. Dick Aldredge is running the project. Mitty-G.E.B. is getting underway with their Highway 20 job. Syar Industries has moved in to do the paving.

### BLOOD BANK

The supply of blood in our Blood Bank is VERY low! We recently received notification that we only have a few units on hand. Anyone who can, should make a donation to the Bank at the earliest opportunity. We all should keep in mind that any one of us could be the next to need the Bank. Donors may make donations at:

**CHICO:** 169 Cohasset Road, Fridays between 8:00 and 12:00 Noon; Saturdays between 9:00 a.m. and 12:00 Noon; and Tuesdays between 3:00 and 7:00 p.m.

**OROVILLE:** Thermalito Grange Hall, 479 Plumas Avenue, 1st Thursday of each month from 1:00 to 6:00 p.m.

**MARYSVILLE:** Marysville Art Club, 420 Tenth Street, 2nd Tuesday of each month from 1:00 to 6:00 p.m.

## ERISA EXEMPTION NOTICES FOR JAC TRUST FUNDS

### NOTICE

Under final regulations issued by the Department of Labor, an exemption has been granted for apprenticeship and other training funds from the reporting and disclosure requirements of ERISA subject to providing notification of the following information to all eligible employees of contributing employers to the following Plan:

- The name of your Plan is:  
**OPERATING ENGINEERS & NORTHERN CALIFORNIA SURVEYORS PRE-APPRENTICE, APPRENTICE AND JOURNEYMAN AFFIRMATIVE ACTION TRAINING FUND**
- The Employer Identification Number assigned by the Internal Revenue Service is:  
**EIN 23-7434328**
- The name of the Plan Administrator is:  
**JOINT BOARD OF TRUSTEES, OPERATING ENGINEERS & NORTHERN CALIFORNIA SURVEYORS PRE-APPRENTICE, APPRENTICE & JOURNEYMAN AFFIRMATIVE ACTION TRAINING FUND**
- The name and location of the person from whom an interested individual can obtain a description of any existing or anticipated future course of study sponsored or established by the Plan, including any prerequisites for enrolling in such course, and a description of the procedure by which to enroll in such course is:  
**A. A. PENNYBAKER, ADMINISTRATOR  
JAC/NORTHERN CALIFORNIA SURVEYORS  
675 HEGENBERGER ROAD  
OAKLAND, CALIFORNIA 94621  
TELEPHONE: 415/638-7225**

### NOTICE

Under final regulations issued by the Department of Labor, an exemption has been granted for apprenticeship and other training funds from the reporting and disclosure requirements of ERISA subject to providing notification of the following information to all eligible employees of contributing employers to the following Plan:

- The name of your Plan is:  
**OPERATING ENGINEERS & PARTICIPATING EMPLOYERS PRE-APPRENTICE, APPRENTICE & JOURNEYMAN AFFIRMATIVE ACTION TRAINING FUND**
- The Employer Identification Number assigned by the Internal Revenue Service is:  
**EIN 94-1542942**
- The name of the Plan Administrator is:  
**JOINT BOARD OF TRUSTEES, OPERATING ENGINEERS AND PARTICIPATING EMPLOYERS PRE-APPRENTICE, APPRENTICE AND JOURNEYMAN AFFIRMATIVE ACTION TRAINING FUND; JOINT APPRENTICESHIP COMMITTEE FOR OPERATING ENGINEERS FOR THE 46 NORTHERN COUNTIES IN CALIFORNIA**

- The name and location of the person from whom an interested individual can obtain a description of any existing or anticipated future course of study sponsored or established by the Plan, including any prerequisites for enrolling in such course, and a description of the procedure by which to enroll in such course is:  
**MR. DAVE REA,  
ASSISTANT ADMINISTRATOR  
JAC ADMINISTRATIVE OFFICE  
STAR ROUTE, BOX 118  
SLOUGHHOUSE, CALIFORNIA 95683  
TELEPHONE: 916/351-0555**

### NOTICE

Under final regulations issued by the Department of Labor, an exemption has been granted for apprenticeship and other training funds from the reporting and disclosure requirements of ERISA subject to providing notification of the following information to all eligible employees of contributing employers to the following Plan:

- The name of your Plan is:  
**OPERATING ENGINEERS AND PARTICIPATING EMPLOYERS PRE-APPRENTICE, APPRENTICE & JOURNEYMAN AFFIRMATIVE ACTION TRAINING FUND FOR HAWAII**
- The Employer Identification Number assigned by the Internal Revenue Service is:  
**EIN 94-1659158**
- The name of the Plan Administrator is:  
**JOINT BOARD OF TRUSTEES, OPERATING ENGINEERS AND PARTICIPATING EMPLOYERS PRE-APPRENTICE, APPRENTICE & JOURNEYMAN AFFIRMATIVE ACTION TRAINING FUND FOR HAWAII**
- The name and location of the person from whom an interested individual can obtain a description of any existing or anticipated future course of study sponsored or established by the Plan, including any prerequisites for enrolling in such course, and a description of the procedure by which to enroll in such course is:  
**MR. NELSON UMIAMAKA,  
ASSISTANT ADMINISTRATOR  
JAC ADMINISTRATIVE OFFICE  
1432 MIDDLE STREET  
HONOLULU, HAWAII 96819  
TELEPHONE: 808/847-5523**

### NOTICE

Under final regulations issued by the Department of Labor, an exemption has been granted for apprenticeship and other training funds from the reporting and disclosure requirements of ERISA subject to providing notification of the following information to all eligible employees of contributing employers to the following Plan:

- The name of your Plan is:  
**OPERATING ENGINEERS & PARTICIPATING EMPLOYERS PRE-APPRENTICE, APPRENTICE AND JOURNEYMAN AFFIRMA-**

### TIVE ACTION TRAINING FUND FOR NORTHERN NEVADA

- The Employer Identification Number assigned by the Internal Revenue Service is:  
**EIN 94-6104798**
- The name of the Plan Administrator is:  
**JOINT BOARD OF TRUSTEES, OPERATING ENGINEERS AND PARTICIPATING EMPLOYERS PRE-APPRENTICE AND JOURNEYMAN AFFIRMATIVE ACTION TRAINING FUND FOR NORTHERN NEVADA**
- The name and location of the person from whom an interested individual can obtain a description of any existing or anticipated future course of study sponsored or established by the Plan, including any prerequisites for enrolling in such course, and a description of the procedure by which to enroll in such course is:  
**MIKE BAILEY,  
ASSISTANT ADMINISTRATOR  
JAC ADMINISTRATIVE OFFICE  
185 MARTIN STREET  
RENO, NEVADA 89509  
TELEPHONE: 702/826-3900**

### NOTICE

Under final regulations issued by the Department of Labor, an exemption has been granted for apprenticeship and other training funds from the reporting and disclosure requirements of ERISA subject to providing notification of the following information to all eligible employees of contributing employers to the following Plan:

- The name of your Plan is:  
**OPERATING ENGINEERS & PARTICIPATING EMPLOYERS PRE-APPRENTICE, APPRENTICE & JOURNEYMAN AFFIRMATIVE ACTION TRAINING FUND FOR UTAH**
- The Employer Identification Number assigned by the Internal Revenue Service is:  
**EIN 94-1640988**
- The name of the Plan Administrator is:  
**JOINT BOARD OF TRUSTEES, OPERATING ENGINEERS & PARTICIPATING EMPLOYERS PRE-APPRENTICE, APPRENTICE, AND JOURNEYMAN AFFIRMATIVE ACTION TRAINING FUND FOR UTAH**
- The name and location of the person from whom an interested individual can obtain a description of any existing or anticipated future course of study sponsored or established by the Plan, including any prerequisites for enrolling in such course, and a description of the procedure by which to enroll in such course is:  
**JOHN THORNTON,  
ASSISTANT ADMINISTRATOR  
JAC ADMINISTRATIVE OFFICE  
1958 W.N. TEMPLE  
SALT LAKE CITY, UTAH 84116  
TELEPHONE: 801/532-6091**

## A summary of your Pension improvements

January 1958  
Employer contributions were started as a result of Collective Bargaining

January 1960  
First Pension benefits paid

January 1966  
Accelerated crediting granted for maximum hours worked

April 1967  
Pre-retirement death benefits added

January 1969  
Pro rata pensions added  
Benefits increased to 1.8% of contributions

May 1969  
36 month guarantee added to Disability Pension

January 1970  
Disability eligibility reduced to 15 pension credits  
Early retirement age reduced to 55

January 1972  
Vesting age reduced to 45—10 years of credit  
Benefits increased to 2% of contributions

April 1973  
Minimum guarantee increased to 60 payments  
Maximum credits increased from 25 to 35 years  
Past and future service benefits increased

January 1975  
Age requirement for vesting eliminated

December 1976  
Break-in service rule liberalized to one-for-one  
Year of service reduced to 1,000 hours  
Husband & wife option pension added  
Application filing requirement reduced to one month  
Return to work suspension period reduced from 12 to 3 months

January 1979  
Pre-retirement death benefits increased from 30 to 60 months  
Ten year guarantee option added

January 1980  
Death benefit credits increased from 25 to 35 years

# Your Pension Plan payment options

(Editor's Notes: The following is the fourth in a series of articles on the Operating Engineers Pension Plan.)

In the last month's look at the Pension Plan we examined all the various types of Pension benefits available to qualified Operating Engineers. It was pointed out that the Plan provides for a number of different Pensions in order to accommodate any circumstances for an Operating Engineer's retirement. Besides having a choice of the type of Pension, Operating Engineers have several payment options which allows even more flexibility in their retirement and those options are what we want to look at next. Also, the Plan provides some very valuable death benefit protection for those with 10 or more Pension Credits. These benefits guarantee that payments will be made to beneficiaries if ever necessary.

The Pension Plan has four separate payment options; a Sixty Month Guarantee, a Ten Year Guarantee, a Husband and Wife Pension and a Level Income Option. It is important to note that not all of these options are available under all types of Pensions. The Sixty Month Guarantee and the Husband and Wife Pension can be elected under all types. The Ten Year Guarantee is not available under a Disability Pension and the Level Income Option only applies for Early Retirement Awards. Pension benefit payments are always made for the full lifetime of a retiree. These options allow retiring Engineers to extend certain payment guarantees to their beneficiaries.

### Sixty Month Guarantee

The Sixty Month Guarantee option provides that a minimum of at least 60 monthly payments will be made to a retiree and his beneficiary. Remember, there is no maximum number of pension payments; benefits are always paid for the entire lifetime of the retiree. The purpose of this option is to provide a basic minimum guarantee on all types of Pensions and at no cost to the retiree.

Here is how it works. If a retired



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Engineer was to die any time before a full period of 60 monthly Pension payments have been made, monthly payments would continue to his beneficiary until a total of 60 payments are made. If the retiree had received 10 payments and died, 50 more payments would be continued; if he had received 40 payments, 20 more would be made and so forth. Once 60 payments have been made to a retiree there are no further guarantees under this option.

### Ten year Guarantee

For those retiring under Regular, Early and Pro-Rata Pensions, the Plan provides a ten year guarantee option. This allows retirees to extend the minimum 60 month guarantee to ten years. Under this option a retiring Engineer would receive his full monthly pension benefit for two years; at that time his monthly payments would be reduced, the ten year guarantee would go into effect and a total of 120 payments are guaranteed to him and his beneficiary. If he were to die before receiving 120 payments, the remaining balance of the guaranteed period would be made to his beneficiary. Once 120 monthly payments have been made to the retiree there are no further guarantees under this option. The costs of this option are very nominal, between three and nine percent depending on the age of retirement.

### Husband and Wife

The Pension Plan allows all retiring Engineers to extend lifetime guarantees to their spouses under the Husband and Wife Option. The retiree receives the reduced monthly pension benefit and in the event of his death, one half of that

amount continues to his spouse for her lifetime, because monthly benefits would be guaranteed for both, a reduction must be made to the monthly pension benefit. If the spouse dies before the retiree, the monthly pension benefit is not increased.

The cost of this option varies depending on the difference in the ages of the retiree and spouse. The following shows the percentages of the monthly pension amount payable at different ages and for different types of pension.

SPOUSES AGE	DISABILITY	ALL OTHER
10 years younger	66%	80%
5 years younger	69%	83%
Same Age	72%	86%
5 years older	75%	89%

### Level Income Option

The pension Plan has a special option available to those retiring under age 62 on Early or Pro-Rata Pension. The Level Income Option provides for an increased monthly pension benefit until age 62 when Social Security payments can begin. At that time monthly pension benefit is reduced. This option enables Engineers retiring before age 62 to plan on and receive a level income over their entire retirement lifetime.

### Death Benefits

The Pension Plan provides two Pre-retirement Death Benefits for Engineers who have accumulated 10 or more Pension Credits. If a qualified Engineer dies before reaching age 55, his beneficiary will receive 60 monthly payments as death benefits. This monthly amount payable is equal to the total

(CONTINUED ON PAGE 18)

## FRINGE ACTION

**Question:** Please explain exactly what the BENEFIT figures on the Annual Statement of Hours Report represent and how they can change.

**Answer:** The Annual Statement of Hours Report includes two BENEFIT amounts. The first is the amount of benefit earned during the latest Plan Year and is based on the employer contributions made for the hours shown on the upper portion of the report.

accumulated benefit is the total amount of benefits earned from Future Service Credit. It does not include any benefit for Past Service Credit; this is awarded only at the time an application for Pension is filed.

The BENEFIT is expressed as a dollar amount that you would be entitled to receive at age 65. Remember, there is a reduction when retiring before age 65 on Early Retirement or Disability. Also, there are additional adjustments that would have to be made for Engineers electing the Ten Year Guarantee Option or the Husband & Wife Pension.

The Annual Statement of Hours Report is designed to provide Local 3 Operating Engineers with a yardstick to measure their progress in the Pension Plan. Whenever you have a general question about the Plan or a specific question about any of the benefits, contact your District Office, the Fringe Benefit Center or the Trust Fund Office for assistance.

## Fringe Benefits Forum

By MIKE KRAYNICK,  
Director of Fringe Benefits



In the past couple of years, we have tried to keep away from doing any editorials here on outlook. The main purpose of any newspaper and its contributing writers is to report and comment on the news and that is what we have done for the most part. However, lately we have received a number of inquiries from Operating Engineers who have read recent news articles in the local papers which suggest that Union Pension Plans and those covered under them are in trouble because of recently proposed government regulations. It is time, I feel to set the record straight and put to rest once and for all any fears about the Pension Trust Fund for Operating Engineers.

First of all, all pension plans in this country, including ours, are governed and regulated by a series of laws that were passed to protect the plan participants. The latest and largest law is ERISA, the Employees Retiree Income Security Act passed in 1974. ERISA set

up certain standards that all plans must adopt and ours has met all of those requirements. ERISA even requires that plans prove their financial soundness by filing annual reports with governmental agencies and distribute similar information to all plan participants for their review. The fact is that the majority of Union Pension Plans comply with and operate within this law.

Since most Union Pension Plans comply with strict legal requirements, why do we see news articles stating that Union Pension Plans are in trouble and to beware?

Many newspapers are in the business of selling the news and as a result writers sensationalize events instead of reporting straight facts.

What appears in print may be an unfair accounting of an ordinary situation. The writers may have blown things out of proportion or generalized in their comments and criticism. This kind of journalism can lead to many misunderstandings and questions.

In fairness to the press, there are some unsound and marginal plans in existence. These plans are on the verge of trouble because of a declining industry or may have just plain poor management. However, these Union Pension Plans are the exceptions and in the minority. It seems like that fact is never pointed out in the newspapers. Many readers are often led to believe all Union Pension Plans are having problems.

Nothing could be further from the truth. Here in Local 3 our Pension Plan has been in existence for over 22 years, and what started with a nickel per hour in contributions in 1958, exceeds \$425 million dollars in plan assets today. These assets not only guarantee

monthly retirement checks to current retirees, but it ensures that we will all get our own share of the plan.

Since the Pension Plans started back in 1958, it has constantly been modified and improved for the benefit of all Operating Engineers. No changes have been made that would favor any one particular group. As the level of contributions has increased, new benefits were added and the Plan rules liberalized. The emphasis has always remained on Pension benefits because the primary purpose of this Plan is to provide financial security to all qualified Operating Engineers at their retirement date.

Business Manager Dale Marr and the other members of the Board of Trustees carefully monitor the progress of the Pension Plan to see that total compliance with all existing laws and regulations are met. ERISA is over six years old and although it has changed the Plan in some respects, the Plan has continued to provide substantial benefits using the 2% benefit formula. Over 7,200 members are currently retired and receiving guaranteed benefits and for the past five years, supplemental benefit checks have been issued to the retirees.

At the risk of sounding like a testimonial, I feel extremely comfortable about our Pension Plan. So the next time you pick up your newspaper and there is an inciting report that comments on the bad aspects of a few Plans, but fails to note that most Union Pension Plans, and particularly the Plan for Operating Engineers Local No. 3, have secure, well funded benefits and guarantees, read it very cautiously and see if you can pick out the true facts.

# INEERS TECH ENGINEERS TECH ENGINEERS T

TEACHING TECHS BY ART PENNEBAKER, ADMINISTRATOR, SURVEYORS JAC

## Teaching Techs

So far this year, 1980 had been a weird year. After the HIGH of 1978 and 1979 employment rates, the bottom has seemed to drop out suddenly. While the number of dispatches has fallen, contribution hours for Surveyor Employees, for the 4 month period January 1-April 30, 1980 exceeded hours worked for the same period during 1979.



Despite this glimmer of hope, it appears that 1980 will not be a vintage year. As is always the case in a downturn, some employees will work steadily, some on and off, and some seldom. The Individual Employer of Surveyors is typical of the free enterprise system—where there is lots of work and few skilled persons, then any hot body that can breath is better than none at all. When there are few jobs and lots of skilled persons, then the most skilled are chosen because they can generate the most profit.

Experience has shown that in good times the JAC educational system loses some participatory steam because the weekly checks are coming in. When work slacks off, participation picks up because the hard facts of life are once again brought into focus. Through the ups and downs, the NCSJAC Training Program is here, available and ready to provide a method of climbing higher on the individual employer's priority list.

The Union provides the means to maintain respectable wages, fringe benefits, working conditions, a fair shake at the available jobs and the opportunity to expand skills. It is the individuals decision to support those wages, fringe benefits, working conditions and educational system. It is also the individuals decision to become the best item in the labor market or just sit around and wait for another couple of good years.

No one is born knowing about all the intricacies of Field and Construction Surveying. Some of it can be absorbed by osmosis some by just being around for awhile and some of it takes a little more personal effort. The NCSJAC Related Training classes are designed to allow for knowledge already gained. By special testing, an Apprentice can challenge that body of knowledge already absorbed, and concentrate more time on the unfamiliar subject matter.

Many working Surveyors have specialized in one or two areas of Surveying and that has sustained them well while that particular segment of the economy has flourished, but when the world turns, a vacuum is produced. By expanding and building on already learned skills—often just understanding a few different techniques—many times new and different job opportunities open up that were simply not there before.

If it is a down time for you right now then do something to build the odds of it not happening again. During these out of work days, the Related Training can be accelerated by additional study hours, being available. *Don't Get Caught Short The Next Time Around.*

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We reported that Gene Machado was added to staff. He has been pursuing the culprits in the Greater Fresno Area.

Many of the provisions of the State Labor Code that affect Apprentices and Apprenticeship matters are being flagrantly violated by Governmental bodies and non-signatory employers. By simply ignoring the provisions, local contract awarding bodies can—on the surface—save many taxpayer dollars. They, therefore, for political reasons tend to negotiate contracts for survey work on a basis of who can pay the cheapest wages and not on professional and technical talents. Employers signatory to Local No. 3 Agreements and their employees have been overtly increasing skills and productivity over the past 19 years.

Not all Civil Servants in authority are slob. Some are! It was some of the good guy Civil Servants who declared that Field and Construction Surveyor Classification were covered under the Prevailing Wages Determination. Civil Servants declared that Prevailing Wages were the Local No. 3 wages. Here and there Civil Servants read the Law, understand it and when brought to their attention enforce it. They should be applauded—that is what they get paid to do and they do it. Others just sit on their hind ends and take the paycheck and stay out of the way.

Gene only has some 3,000 public entities in the 46 Northern California Counties to contact and convince so he is not always immediately available for personal consultation on other matters. This sort of operation takes a while to develop. Lots of people to talk to, lots of going back time and time again, a significant lawsuit can be critical, input and cooperation from Civil Servants can be the making or breaking of a case; it is a difficult and time consuming assignment at best.

When it became apparent that the job had to be done,

the Administrator specifically requested of Dale Marr, Business Manager of Local Union No. 3, that Gene Machado's talents were needed by NCSJAC in order to effectively pursue the mandates of Public Law as it effects Apprentices and Apprenticeship. Individual Employers also agreed that Gene was well fitted for the job so he is off and running.

\*\*\*\*\*

When the Cost of Gas crunch hit us all, the JAC made the decision to look more closely at the rate of progress in the Related Training Classes and de-emphasize the importance of every night attendance at class sessions. That decision was made with some trepidations.

We report to you now that most Apprentices have understood the alternative of big gas bills on making the concept of keeping up work. Only a few suspension letters had to be sent out.

The suspension letters are mailed to both the Apprentice and the Employer. In most cases the employer himself and/or the supervisor of survey crews has called to discuss what steps can be taken to alleviate the matter. In some cases the Chief of Party calls when he becomes aware of the problem.

It is interesting and rewarding to note the real concern that has been expressed when the Apprentice appears to be in real trouble. It is encouraging that the persons involved in the Apprenticeship training system respond to a difficulty that concerns their Apprentice.

Perhaps concern of all these people is what makes the Training Program really work.

## Talking to Techs

Over the past several months your business representatives have been extremely busy servicing the members, negotiating various contracts, organizing, and stopping to check out hundreds of construction projects throughout the numerous counties of Northern California. In addition to this activity, there are countless public works projects that are awarded each month that must be checked out to insure that prevailing wage rates for field surveyors are paid.

These public works projects are awarded by literally thousands of awarding bodies. City, State, County, Assessment Districts, Water Districts, Sanitation Districts, etc., etc.

In essence, these various activities that we have mentioned have created numerous job opportunities for Union firms. Through organizing, we have expanded the areas in which Union members may seek employment.

The effect of policing countless construction projects has created many new Union job opportunities, not only in the Surveying industry, but also in the Testing and Inspection industry.

This increased activity in policing these construction projects coupled with the cooperation and assistance of District representatives and business representatives throughout our jurisdiction has increased job opportunities



in the Testing and Inspection industry membership by approximately 35% and in the surveying industry approximately 20%.

### RECLASSING

The Tech Department would like to remind the members again about reclassing their Union cards from 3E to straight #3. This offer is not going to be extended much longer. So take advantage now. As we stated in the previous article, the reclassification fee is \$28.00

### TRUST FUND

Business representatives throughout Local #3 recently attended a Seminar at the C.E. Sweeny and Company Trust Fund office in San Francisco. Items of discussion focused on Pension's Health and Welfare. As you are aware, Federal and State laws effecting Pension Plans are changing almost on a day-to-day basis. And the need to be knowledgeable and current is an absolute must!

C.W. Sweeny and Company have recently converted over to a faster and more sophisticated computer system which will expedite the processing of your future claims and reimbursements.

### TESTING AND INSPECTION

The cost of living increase, effective 6/1/80 for the Non-Destructive Testing and Inspection Association Inc. is as follows:

Wages and Classifications	Wage Rate
Technician Trainee	
Minimum	\$5.31
Maximum	5.96
<b>Level I</b>	
Magnetic Particle Technician	7.78
Penetrant Technician	7.78
Radiographic Technician	8.13
Eddy Current Technician	8.13
Ultrasonic Technician	8.30
<b>Level II</b>	
Magnetic Particle Technician	9.16
Penetrant Technician	9.16
Radiographic Technician	9.56
Eddy Current Technician	9.56
Ultrasonic Technician	10.00
<b>Fringe Benefits</b>	
Health & Welfare:	\$0.10 cent per hour increase
	\$1.30 per hour—effective 6/1/80
Pension:	\$0.05 cent per hour increase
	\$0.80 per hour—effective 6/1/80
Pensioned Health and Welfare	\$0.04 cent per hour increase
	\$0.05 per hour—effective 6/1/80

If you have any questions concerning the above cost of living increase, contact the Tech Engineer Center at 415-638-9355.

### NEGOTIATIONS

Negotiations are still in progress with Bay Counties Civil Engineers and Land Surveyors Association, Met-Chem Engineering Inc., and Nuclear Energy Services Inc. Hopefully, by the time you are reading this article, all these contract negotiations will be concluded.

## DEPARTED BROTHERS

Bargas, Randal (Diane—Wife)	5-10-80
244 Hart Lane, Ben Lomond, California	
Benadom, George (Eleanor—Wife)	5-10-80
7708 McBeth, Sacramento, California	
Boswell, Bill (Helen—Wife)	5-2-80
412 Palomar, Lodi, California	
Busch, Victor (Letha—Wife)	5-16-80
P.O. Box 3167, Sparks, Nevada	
Crocco, Paul G. (Myrtle—Wife)	5-2-80
3541 Whitney #119, Sacramento, California	
Eichenhofer, Carl D. (Joyce—Wife)	5-10-80
4125 McKinnon Rd., Napa, California	
Gaynor, Frank (Lynn Degnan—Niece)	5-4-80
2555 W 133rd Ave., San Leandro, California	
Goforth, Jack (Juanita—Wife)	5-10-80
P.O. Box 518, Williams, California	
Gould, Clinton (Irene—Wife)	5-4-80
P.O. Box 234 Lebo Rt., West Plains, Missouri	
Joice, Mike (Sharon—Wife)	5-23-80
515 Cottle Rd., San Jose, California	
Kamalamalama, George (June—Wife)	5-4-80
361 A Kalama St., Kailua, Hawaii	
Laws, Gus B. (Amye—Wife)	5-8-80
Rt 2 Box 287, Nevada City, California	
Leabig, Leonard (Doris—Wife)	5-14-80
1795 Carpenter St., San Leandro, California	

Lindley, Ray (Sarah—Wife)	5-7-80
General Delivery, Wellsville, Utah	
McCarthy, John (Lucille—Wife)	3-5-80
P.O. Box 321, Benicia, California	
Osterman, Gustaf (Freda—Wife)	5-13-80
1061 Grace St., San Leandro, California	
Phillips, Vando (Frances—Wife)	5-21-80
6207 Happy Way, Marysville, California	
Shima, Daniel (Sally Shimabukuro—Sister)	5-5-80
2001 Aupuni St. #403, Honolulu, Hawaii	
Sloan, Ricky (Dixie Lee—Wife)	5-16-80
P.O. Box 237, Rio Linda, California	
Stein, Albert (Patricia—Wife)	5-5-80
c/o #1 Stein Way, Orinda, California	
Stephenson, Edgar A. (Constance—Wife)	5-4-80
P.O. Box 803, Columbia, California	
Tanforan, Frank (Charlotte—Wife)	5-21-80
532 Williams Dr., Petaluma, California	
Wooldridge, Lawrence (Mayme—Wife)	5-22-80
555 Umbarger #106, San Jose, California	
Wright, Robert L. (Sina—Mother)	5-21-80
P.O. Box 155, Soper, Oklahoma	
93 Deceased Members March 1980 thru May 1980	
1 Industrial Accidents March 1980 thru May 1980	

### DECEASED DEPENDENTS May 1980

Borba, Henriette—Wife of John Borba	4-9-80
Ferguson, Dolores E.—	
Wife of Robert E. Ferguson	5-22-80
Hust, Marie—Wife of James Hust	5-20-80
Larkin, Danny—Son of Robert J. Larkin	5-18-80
Phillips, June—Wife of John R. Phillips	4-29-80





## WITH SAFETY IN MIND

By JACK SHORT, Director of Safety

## If Reagan wins election You can forget about OSHA

### More Sacramento

(CONTINUED FROM PAGE 4)

of access roads will begin. The project is expected to be completed by the end of 1985. During the period of construction the project will employ as many as 1,100 workers.

Clem Hoover complimented the Sacramento Grievance Committee, which did a great job in their screening of candidates for the primary election. Of the many they chose to endorse, they only lost two. One of these was Supervisor Arlene Todd in El Dorado County. This was a big loss to the members of Local 3 because Arlene was a good friend of Local 3's.

**Fifth Annual  
Sacramento Area  
Membership Picnic  
Sunday August 24,  
1980  
Elk Grove Park,  
Elk Grove  
11 A.M. to 6 P.M.  
Spareribs-Chicken  
Salad-Beans Served  
12:30 to 3:00 P.M.  
Tickets: \$6 Single,  
\$12 Family**

If Ronald Reagan were elected President, one of the first things to go would be OSHA's teeth. He prefers an OSHA—if any at all—with only the bare-gums bite of



"voluntary compliance" by industry, which long ago proved "voluntary compliance" programs are no programs at all.

It's not that Reagan is anxious to see workers maimed or killed on the job, it's just that—as he told *Business Week* March 31, 1980—"I question seriously (the need for) OSHA. Companies

don't want a highly-skilled employee injured."

Of course, they don't. Nobody says they want *anyone* injured—less skilled as well as highly skilled. But, on the record, most companies simply don't want to spend whatever money it takes to provide adequate protection on the job to their employees, and they resent any federal program that obliges them to.

Reagan's present anti-OSHA position is

grounded in years of failure to support or uphold strong California state safety laws when he was governor from 1967 to 1975.

As governor, according to a Ralph Nader report, Reagan was often criticized for appointing safety and health administrators who bent themselves into pretzels to please industry, or who were incompetent, or both. Such criticisms were scoffed at by his administration until a tragic accident prompted investigations, resignations and, finally, corrective legislation.

The accident, a tunnel construction site explosion, killed 17 workers in July 1971. Principal contractor was a subsidiary of Lockheed Aircraft, one of the state's biggest firms.

Just hours before the disaster, a state safety engineer had been called to the site following a flash that indicated gas build-up. The engineer could have "red-tagged" the area until safety was assured, or "yellow-tagged" it as a warning to workers of potential danger. However, he subsequently told a legislative hearing into the tragedy that he felt intimidated by Reagan administration policy against delaying construction with safety notices.

The legislative investigation found that top-level administrators in the state Division

of Industrial Safety "made it clear to field inspectors that they were to go easy on contractors and not issue shutdown orders *even when confronted with life-threatening conditions.*" It added the division's "enforcement policies in the construction section appear to have become strongly influenced by a desire to inconvenience contractors as little as possible."

The executive secretary of the Los Angeles Building and Construction Trades Council charged the Industrial Safety division's enforcement policy was a "slow, foot-dragging method that in many instances, in itself, is the cause of serious accidents and fatalities." He said the lack of prosecution of employers who continually violated state safety orders created "an attitude of disrespect and disregard for the safety engineers and the division as a whole."

Several civil suits and criminal convictions followed the disaster, and Reagan was forced to fire his chief of industrial safety. But all of this came after the deaths of the 17 workers in the tunnel explosion. Perhaps, more vigorous attention and enforcement might have prevented their deaths and perhaps Ronald Reagan shouldn't "question seriously (the need for) OSHA."

## Assembly committee approves hydro-electric plants

The Assembly Water, Parks and Wildlife Committee has approved and sent to the floor a bill that would authorize three water districts to build and operate hydroelectric plants in the foothills above

the central San Joaquin Valley, reports District Representative Claude Odom.

The Chowchilla, La Branza and Tea Pot Dome water districts have potential sources of hydroelectric

power from Friant Dam, Chiquita Creek, Granite Creek and the north fork of the San Joaquin River, according to Senate Bill 795, which is being carried by Sen Kenneth L. Maddy, R-Fresno.

In addition, the legislation declares, Chowchilla and La Branza have a potential at Hidden Dam, Buchanan Dam and the Madera Canal, which carries water from Millerton Lake (the reservoir behind Friant Dam) to Madera County farmers. Under SB 1795, the three districts also could join with the other districts and agencies in developing hydroelectric projects.

The staff of the Water, Parks and Wildlife Committee said the three districts are interested in joining with others in a joint-powers authority known as the Upper San Joaquin River Water and Power Authority to develop the Jackass Chiquita hydroelectric facility in the upper San Joaquin River.

### FREEWAY 41 TO GO . . .

The State Department of Transportation opened seven bids last month for work on the long delayed Highway 41 Freeway in Fresno. The low bid, submitted by Guy F. Atkinson, is \$27,669,329.

The 5.7 mile project calls for constructing freeway from Tulare Street to Bullard Avenue and paving two-lanes on a stretch of the freeway already built from Divisadero to Tulare Street. Original planning called for eight-lanes, but was scaled down to six-lanes.

Fresno Civic leaders have been working for more than 20 years to get Highway 41 converted to a Freeway within the city. The State first delayed the job so they could finish Interstate 5. In recent years it was delayed because of inflation and a lack of gasoline tax.

The City is looking beyond Bullard Avenue and pushing for completion to the San Joaquin River. The Commission has set aside \$1 million to purchase land for the proposed extension.

Pacific Western Construction

Company has started work on the earthfill flood control dam on Sand Creek in Northern Tulare County. This project went for just under \$1 million and will provide several jobs for Engineers for most of the summer. The contract calls for construction of an earthfill dam with a two feet thick cement treated face. Most of the lake will be in Fresno County. The project should stop most of the flooding in the Cutler-Orosi area during heavy rains. At present they are excavating the core trench and getting ready to start the fill.

The Merced County Board of Supervisors will meet this month with landowners involved in the proposed \$80 million Merced County Steams (Flood control) project to determine who will pay for wildlife mitigation easements on 2,800 acres and for the drilling and operation of wells. The project would control runoff in the foothills east of Merced.

The excess water causes flooding in low lands south and west of Merced during heavy rains. The decision to call the meeting came after the Supervisors discussed a request by the Army Corps of Engineers for a letter of support. The Corp. said it needs to continue designing the project.

The modification calls for a flood bypass channel for Bear Creek and the acquisition of 2,800 acres of wildlife mitigation easements. Corps. officials said that because the original project authorization did not include acquisition of wildlife land, the only way it can proceed past the Phase I design stage would be for other interests to provide the easements at no cost to the Federal Government.

The Rock Plants in the Fresno area have slowed down considerably with several plants starting to lay off.

Perini Corporation is approximately half finished with their Westlands Water District Collection System near Mendota. The

(CONTINUED ON PAGE 18)



## AL BRITTON IS ABOUT TO BE GROUNDED PERMANENTLY.

Al didn't bother to check the clearance before working his rig under those high voltage lines. When the crane touches them, the entire rig will become electrified. Al not only risks his own life, but the lives of his co-workers.

So when you are working around power lines, look up, look around, and make sure your equipment clears the lines by at least 10 feet.

Also a lot of high voltage and natural gas lines are buried, so you can't see where they are.

So to stay healthy, check before you dig or drill. It's easier now than ever before.

Call the Underground Service Alert (USA), toll-free at 800/642-2444, and you'll reach a center in Pleasant Hill.

Describe where you intend to dig, and PG&E or any of the other 40 sponsors will describe the approximate location of underground facilities. Or a representative will visit and mark the spots for you.

This service is currently available in all central counties (excluding Mendocino, Lake, Colusa, Butte, Sierra and other counties north).

More counties will be added soon.

To learn the location of underground PG&E facilities in other counties, call your local PG&E office.

Remember, dial before you dig. After all, there's no sense in putting your life on the line.

PG&E

## Santa Cruz mourns death of member

Asst. District Rep. Jack Bullard reports that Brother Harry Waddell, Jr., died Saturday, May 31 of an accidental gunshot wound.

"At age 37, he was truly in his prime years," Bullard said. "Harry was our steward at Kaiser Natividad, and a truly caring man."

He leaves behind his wife Jill, his son Harry III, 14 years, John at 12 years, and daughter Heather, 11 years. His father, Harry senior was 15 years in Kaiser management, both served at the bargaining table in contract negotiations. And he also served as safety and training supervisor.

"Harry dearly loved running his big rotary drill, with the same pride in workmanship we operating engineers have had through the decades," Bullard commented. "There is not much else to say. John Donne said it all: We are all diminished by his loss."

Brother Ed Ray has passed from us. His wife Lavonne attended him constantly through his bout with cancer. Ed worked his last three decades for Granite Construction Co. He worked from 1973 up to his sickness for Granite Santa Cruz branch. Ed so conducted his life that he leaves many, many friends behind. We miss him badly.

The Granite Monterey branch is nearing completion on its Seaside Fremont Avenue job. The job went for \$1,065,184. There is much piping, excavation, and paving on the job. It's interesting to see what modern day equipment does to manpower. There probably won't be more than six or seven engineers on this job, and it will take about two and one-half months.

Local 3 extends congratulations to several members employed by Kaiser Sand and Gravel, who have donated their weekend time grading a Scotts Valley community park for the purpose of installing some playing fields.

Brothers Bob Newey, Marvin Yegge, Logan Rush, Steve Blanchard, Richard Salazar, Alva Peach and Calvin Jolley operated the equipment owned by Kaiser to level ground for a baseball, foot-



Harry Waddell

ball, soccer field and parking lot. Kaiser covered the fuel and maintenance expenses of the equipment. Bill Berger, superintendent for Kaiser originally recommended the community service project. All those involved deserve commendation for carrying out the project.

### Monterey County

Work in the Monterey & San Benito County Area is slow, reports Business Rep. Jack Jackson. Most of the members who had jobs in the spring are working steady. There is very little new hiring.

Paul Eilert Const. is moving along well at Fort Ord on the \$24 million family housing project.

Guy F. Atkinson on the San Felipe project at Pacheco Pass is into the mountain a mile and a half on the west end and slightly less on the east. Generally the progress has been good, it has been one of the better tunnel jobs.

"I hope our members will seriously consider the importance of EPEC and join with us in this vital project," Jackson commented. "If it is successfully supported by the membership it should be one of the best tools to bring work into our areas and a very positive factor throughout the labor movement."

## San Jose report

# Grant awarded for transit mall

A federal grant of \$760,000 has been approved for the design and engineering of a downtown San Jose transit mall, reports District Representative Tom Carter. According to Congressman Norm Mineta, this grant is an indication that the federal government will allot further funds for the construction of the project. The project is expected to cost approximately \$10 million, with about \$2 million to be provided by the City and County.

This project calls for converting First St., or, as an alternate plan, First and Second Streets, into a visually pleasant pedestrian/transit mall. It has been in the San Jose General Plan since 1972 and it is now hoped that this will help attract private financing to the San Antonio Urban Renewal Project and other areas where the mall will traverse.

The actual design has not been finally approved, awaiting further analysis and public comment. Several design concepts will be considered and the limits of the transit mall are also awaiting further study. Extensions of both San Carlos and St. James Streets will be considered when the public review process begins.

The project will be completed in two phases, Phase I of the Transit Mall in two steps, each step taking about a year to complete. Phase II of the plan will include detailed cost estimates, impacts, benefits, etc. regarding the design-development and preliminary engineering for the chosen design alternative.

Business Representative Bob Delaney reports that work in the Valley at this time is now where near the same as it was this time last year. There is new work starting to come out all the time, if the interest rate would continue to drop.

Contract negotiations are coming up with Calstone and Clarklift of San Jose. Calstone is an employer in the Sunnyvale area that runs a two shift operation making cinder blocks for building jobs and also bricks. Clarklift of San Jose is one of the forklift companies in the area that Local 3 has had under agreement for a number of years; they also have shops located in South San Francisco and one lo-

cated in Salinas. Between the three shops there are about 50 to 60 employees that are covered under one agreement.

Work on the Moffett Wind Tunnel is moving along well at this time with a lot of the local contractors getting the work which is good for our members who are employed by them. There's a pre-job pending with S&Q Const. out of South San Francisco to perform some work out there, which is another local firm that employs Local #3 people.

A pre-job conference was held with S. J. Groves and Sons Com-

pany and Francis Const., Inc. to discuss their recently awarded contract by the State Dept. of Transportation for the completion of Route 280, 680, and 101 Interchange, reports Business Rep. Don Luba. The contract amount was for \$33.4 million, which will be mostly structure work; some grading and paving work on the approaches.

The structure will entail a considerable amount of pile driving, and of course after that, crane work and concrete pumping. This job will employ approximately 12 Operating Engineers and is scheduled for completion in two years.

## More from Mayfield

(CONTINUED FROM PAGE 5)

much better than they had ever hoped. This mill is just about the only employment source in many miles in any direction. A 20½ percent increase in wages alone plus Health & Welfare and other major points featured this settlement. With this new wage, it is still around 130 miles round trip just to buy a pair of Levis from Escalante, so people only really sometimes go to town once a month. Hopefully, Local #3 will help make their lives better for many years to come.

## More from Fresno area

(CONTINUED FROM PAGE 17)

trencher and laying crew are working two shifts. This project will last most of the year, with several hundred miles to be let in the future.

Carl J. Limata Company of Fresno is the apparent low bidder on an overlay job on Reed Avenue between South Avenue and Central Avenue at a bid price of \$549,784.

The William E. Brewer Construction of Fresno is the apparent successful bidder for the reconstruction of two miles of G Street from Yosemite to Bellava Avenue in Merced. Brewer's bid of \$590,497 was the lowest of five received by the Merced County Board of Supervisors.

The Board awarded Brewer the contract subject to the bid meeting legal and engineering requirements, G Street is now paved with a surface of only 22 feet and carries most of Merced traffic to Lake Yosemite, but it also is one of the main routes out of town to Snel-

ling, Don Pedro Dam and Sonora. The reconstruction will result in 36 feet of pavement which will include two, 12 foot wide travel lanes and six foot wide shoulders which will double as bike lane.

Claude C. Woods Company of Lodi working on their overlay job on highway 65 near Porterville. They have set up their hot plant and crusher on Deer Creek southeast of Porterville. The contract calls for laying 30,000 tons of A.C. over twelve miles of Highway 65 between Highway 180 and Cairns Corner, west of Lindsay at a cost of \$800,000.

The City of Visalia is calling for bids later this summer to rebuild Linwood Avenue from Highway 198 south to Calwell Avenue. The City has approximately \$800,000 appropriated for construction.

"We have filed charges against Kovac Equipment Co. for unfair labor practices," Odom reports. "We are confident the N.L.R.B. will uphold the charges and the Company will be ordered to bargain."

## Outlook Continued

(CONTINUED FROM PAGE 15)

amount the Engineer would have received under a Regular Pension at age 65. If a qualified Engineer dies after reaching age 55, his spouse would receive lifetime monthly payments under the Husband and Wife Pension. The monthly amount payable is equal to one half of what the Engineer would have received if he had retired on the date of his death.

As you can see the Pension Plan also allows for a greater deal of flexibility because of the types of Pensions and payment options available. The Plan also protects beneficiaries of qualified Engineers who have not yet retired. This is no accident or coincidence. Your Trustees have designed the Plan this way because they must be responsive to the needs of Local 3 members. Next month—miscellaneous rules and facts you need to know.

## Road resurfacing jobs begin in Hawaii

The long-awaited resurfacing and construction of Likelike Highway and Kaneohe Bay Drive, began this month and is expected to be completed in late November, reports District Representative Wallace Lean.

Hawaiian Bitumuls and Paving Co., Ltd., won the contract for the job with a low bid of \$1,088,556.28. The work will include complete resurfacing of the Highways from Luluku Road, Likelike Highway to Mokapu Saddle Road, and Kaneohe Bay Drive.

At the completion of this \$1 Million project, the highway will be relatively flat compared to the old lanes which contained several dips and small hills.

Completion of the project, also may open the way for completion of TH-3 from Kaneohe Marine Corps Air Station to Kamehameha Highway, which has been idle for the past five years. The completion of that portion of TH-3 will mean more employment for Operating Engineers due to the amount of material which had to be moved.

### Ewa Beach Project

Ewa Beach Marina Community if permitted, promises to have a major effect on the growth of the Ewa Beach District. The project eventually would involve 707 Acres, which means 707 Acres is not regarded as Prime Agricultural Land, although some is in Sugar Cane. A good portion of the total has already been zoned urban.

According to MSM & Associates, the project would not be feasible without reclassification of another 181 Acres by the State Land Use Commission from Agriculture to urban use.

The company proposes to spend \$65 Million for the project, including dredging the marina, grading the roads, and building of homes which are to be done by other developers, would be an addition to the \$65 million.

The petition by MSM & Associates, is being opposed by the City Department of General Planning and the State Department of Planning and Economic Development. The Ewa Beach Community As-

sociation and Ewa Beach Neighborhood Board, said both groups, support the development. It would be an asset to the Community because a marina would provide 2,000 boat slips, a boon to fishermen and boating enthusiasts, also an additional growth would justify a Police Sub Station, and Hospital facilities for the community.

### West Beach Resort

A number of major environmental issues, led by the unavailability of water, must be resolved before the proposed West Beach Resort development north of Barbers Point can proceed. A draft document, prepared by consultants for the developer of the project, was released this week by the State Environmental Quality Commission. The West Beach Project, proposed by developer Herbert Horita's West Beach Resort partnership, would be a major undertaking.

The plan is for a 640-Acre self-contained resort and housing project, including 1,680 residential units, 7,520 hotel and/or condominium units, a marina, a la-

goon bathing system, tourist and recreation facilities, an elementary school, golf course, tennis court, shopping centers, and road network.

The developers have received the needed urban land use designation from the State Land Commission but still must obtain a long list of additional permits and approvals. A number of environmental issues must also be resolved, according to the statement, including: providing an adequate supply of water.

The report says the project will increase demands on potable water in the already water-short Pearl Harbor and could hasten seawater infiltration of the fresh water aquifer. Preservation of archeological sites. The development lies within the Barbers Point archeological district and coordination with local and national historic preservation requirements would be needed.

Protection of rare plants considered endangered by the U.S. fish (CONTINUED ON PAGE 20)




Clip and mail to Engineers News, 474 Valencia St., San Francisco, CA 94103  
Incomplete forms will not be processed

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Dear Credit Union:  
 Please send me information and applications for a Home-Owner Loan. I'm making the following improvements to my home

**HOME-OWNER LOAN**

**DUES SCHEDULE FOR PERIOD 10/1/79-9/30/80**

Please Note: An amendment to Article VI—Dues of the Local Union By-Laws adopted by the members at the semi-annual meeting held on July 9, 1977 deletes the provision that a member can pay dues in advance for their respective units.

Local 3	\$102. (Per Qtr.)	Local 3A	\$99. (Per Qtr.)
Local 3B	\$99. (Per Qtr.)	Local 3C	\$99. (Per Qtr.)
Local 3E	\$99. (Per Qtr.)	Local 3R	\$99. (Per Qtr.)
Local 3D	*Variable by Unit		

\*Due to the variation in the wage structures of the 3D and Industrial Units, the members dues rates for the periods as indicated above apply regardless of when payment is made.

**Semi-Annual Meetings**

Location: Marine Cooks and Stewards Auditorium, 350 Fremont St., San Francisco, CA

Date: Saturday, July 12, 1980, 1 p.m.

July	Fairfield: Holiday Inn, 1350 Holiday Lane
10th	Eureka: Engineers Bldg., 2806 Broadway
15th	Redding: Engineers Bldg., 100 Lake Blvd.
17th	Oroville: Prospectors Village, Oroville Dam Blvd.
23rd	Honolulu: United Public Worker Union Mtg. Hall, 1426 No. School St.
24th	Hilo: Kapiolani School, 966 Kihauea Ave.
25th	Mau: Cameron Center Auditorium, Conf. Rms. 1 & 2, 95 Mahalani St., Wailuku
August	
5th	Stockton: Engineers Bldg., 2626 No. Calif. St.
7th	Oakland: Labor Temple, 23rd & Valdez St.
12th	Fresno: Engineers Bldg., 3121 E. Olive St.
19th	Sacramento: Woodlake Quality Inn, Hwy. 160 & Canterbury Rd.

All District and subdistrict meetings convene at 8 p.m., with the exception of Honolulu (7 p.m.) and Hilo and Maui (7:30 p.m.).

**Attend Your Union Meetings**

**N. Cal. Master Agreement ratified**

Saturday make-up day explained

(CONTINUED FROM PAGE 1)

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