



ENGINEERS NEWS

OPERATING ENGINEERS LOCAL UNION No. 3

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SAN FRANCISCO, CALIF.



July 19, 1946

Redwood Empire shows increased work activities

By OTTO E. NEVER
Business Representative

Eureka—There is much activity in the Redwood Empire at present, and conditions indicate a good deal of work in the future.

To begin with, the State has asked for bids for an armor coat job between Smith River and the Oregon line, bids to be in July 8th. Burman Bros. received a riprap job near Idlewild on the Grants Pass-Crescent City Highway, about 3 months work.

Basalt Rock is rushing work on the jetty for the inner harbor at Crescent City. Each heavy wind washes out their roadway and so far it has gone out four times. Brother Sandy Parks is shifting on the job and Bill Reed is steward. How long the job will last depends on the weather but it will be November under present conditions before it will be done should weather conditions be agreeable.

Railing has set up his screening plant on the Smith River above the 101 Bridge and started to run gravel for his surface coating job below Crescent City which started on July 2nd. He has about four miles to do and will be busy there all summer.

J. L. Conner has started his access road above Orick and has Brother Mike Day cutting the grade and dodging Redwood trees.

Patrick's Point Job

Mercer, Fraser has their Patrick's Point job will under way with Brother Bill Murphy as superintendent. Mercer, Fraser's hot plant at Essex is going again with Brother George Henderson in charge, Brother Tom Coy having bought a cat and gone into business for himself. All of Mercer, Fraser's other plants and equipment is busy.

Tom Hull is busy on a dam contract for Addison Bros.' mill at Maple Creek.

Farralone Fisheries are busy as usual and have added Brother Andy Anderson (formerly at C.B. & I. Co.) as shift engineer.

Eureka Ice and Cold Storage Co. have added about \$50,000 in new equipment and put on refrigeration engineer. Their contract comes up for renewal shortly and notice of increase and modification has been sent to the company.

Fred Maurer and Son are quite active but have only had short jobs around town, although they have a long job at Friant Dam.

Mercer Fraser has finished the resurfacing from Loleta to Fields Landing and the Barbara Green and crew are at Patrick's Point.

New Bridge Set

The bridge at Rock Creek is to be let shortly and will be around \$100,000 with the approaches.

In the future it looks like another \$750,000 will be forthcoming for the Crescent City Harbor.

I have just received word that \$2,500,000 has been made available.
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ATTENTION!

TO ALL MEMBERS IN ARREARS OF DUES:

In the future Local Union No. 3 will not send out any notices of arrears of dues. This is an official notice to all members that any member ninety days in arrears of dues stands automatically suspended, and thereby forfeits all rights and benefits in Local No. 3.

Before any dues can be accepted from a suspended member, he must be reinstated by paying the reinstatement fee in full. All business representatives take notice and see that this rule is complied with.

Any member who is sick or injured is requested to notify the main office at 1095 Market Street by letter so that the Executive Board may make proper arrangements to have such brothers' dues taken care of from the Sick Benefit Fund.

This notice is important to all members. If you neglect it and are suspended, don't blame the union, blame yourself!

Purloined Bulldozer recovered; gang now sojourns in hoosegow

The mystery of the missing bulldozer was cleared up last week when private investigators found the missing gadget about 95 miles from where it was stolen on the Davis-Dixon Highway job and three men are being held on charges of operating a heavy equipment theft ring.

The \$11,000 Cat was lifted from a neat row of six of them parked over a week-end on the highway job. The thieves had built a dirt ramp with it to load it onto a truck. The owners, Frederickson Bros., offered a reward of \$1000, and Thomas H. Keating, Oakland investigator, launched the chase.

Widespread publicity in the labor press resulted in numerous leads, one of which proved fruitful. The missing dozer was located 29 miles NW of Cloverdale, 9 miles into the hills from Yorkville, the last 5 miles of it over roadless countryside.

Don Cunningham, gang leader, is NOT a member of Operating Engineers, Local 3. He was lodged in the clink at Ukiah. He claimed that he bought the Cat in a Garberville auto camp for \$4000. Cunningham, according to Investigator Keating, has a jail record.

"Subsequent investigation resulted in the recovery of some \$50,000 in other heavy equipment stolen by this gang," said Keating. "Two of Cunningham's confederates are now in jail and a third is being sought by police."

Steady progress in organization of gold dredger

Eureka—News about the Gold Dredgers is always progressive. Each month something new happens and prospects look brighter.

Up in the Klamath River section, Larson and Harms' rigs at Horse Creek have shut down for 30 days to make some major repairs and to prospect for some new ground.

There is prospect of a bucket line going into Fort Jones territory and we believe it will be the boat now at French Gulch.

A new outfit is contemplating moving in a 6 cubic yard bucket line at the headwaters of Coffey Creek in Siskiyou County.

Carville Negotiations

We are negotiating with the Carville Gold Company at Trinity Center but are having some trouble as the Company office is located in the East and it takes time to get an answer to any proposal we make. The members signed there are giving us fine support and we will eventually make this into a good job. We are still working on the boat at Junction City. We hear this boat will be through in about seven months and will be moved. The ground for future operations has already been secured.

The Yuba boat at Callahan is still shut down for repairs; nothing definite yet as to when it will start.

We had a good meeting in Marysville on June 27th for Yuba members. General grievances were taken up with the Company and settled and several others are to be adjusted with the Company in San Francisco.

Hold-Out Signs Up

Our last hold-out at Natomas has signed and we owe a vote of thanks to Stewards Horn, Cabel, Burnett and Youtsey for their sincere effort to adjust this matter without a walkout by the members. By these Brothers' efforts, we have shown the Company that we intend to live up to the terms of the contract. It will go a long way in establishing confidence between the Employer and the Union.

Your representative has been relieved of the Eureka territory and is now devoting full time to the Gold dredgers. Our office will be at 321 E Street, Marysville. It is hoped that more progress can be made on other boats in signing them up now that your representative will devote his full time to this work.

In the Doodlebug field there are several rigs trying to get started but all are having trouble getting draglines big enough. Most operators want a 2-yard rig or larger but about all that are available are one and 1 1/2-yard rigs.

General Dredging has a one and one-half yard rig working at Natomas, but Ace Giddings claims it doesn't pay. However, Brother Lawrence and myself are trying to negotiate a contract with him.

(Continued on Page 8)

Union manager reports on piledriver, dredge pacts

Our Agreement with the Piledrivers and Contractors Association dated April 12, 1946, went before the Wage Adjustment Board June 12th when that Board approved a wage scale of \$2.02 1/2 for piledriving engineers and \$1.57 1/2 for apprentice oilers and firemen, also set June 12th as the effective date. This case was, of course, immediately appealed by both parties to the Agreement for being out of line with an agreement negotiated through collective bargaining but since the Wage Adjustment Board went out July 1st before the appeal could be heard, nothing happened.

However, since the contractors are now free to pay the wages as agreed in the signed agreement, your negotiating committee met with the Piledriving and Contractors Association July 9th and requested that the wage scale of \$2.10 for engineers and \$1.60 for apprentice oilers and firemen be put into effect as of July 1, 1946. This the contractors agreed to. They further agreed to pay retroactive pay from June 12th to July 1st as per the Wage Adjustment Board's decision at \$2.02 1/2 per hour for engineers and \$1.57 1/2 per hour for apprentice firemen and oilers. Should the Wage Adjustment Board be re-established by Congress, they no doubt will act on our appeal and determine both the effective date as well as the wage scale. If so, their decision will be final.

Your committee feels that the members of the Piledriving and Contractors Association made a fair and just offer considering the circumstances and we are happy to report to you the retroactive pay will be forthcoming as soon as the contractors can arrange their payrolls.

In connection with the agreement between the Dredge Owners Association of California and the International Union of Operating Engineers, Locals 3 and 12, your Committee met with the Association July 10th at which time it was agreed that the new wage scale shall be paid as of July 1, 1946 immediately. They further agreed to pay retroactive wages from June 1st to July 1, as soon as they had received assurance from the proper governmental authority that they are within their legal rights to do so. This should not require more than a short time and it is therefore reasonable to believe the retroactive checks will be out within two weeks. This agreement will be printed in booklet form and distributed very soon.

—VICTOR S. SWANSON,
Local Union Manager.

Average consumption of lubricants in passenger cars has decreased more than 30 per cent since 1930 as a result of improvements in manufacture.

NOTICE!

Complete text of the new agreement with the Associated General Contractors is printed in this issue on Pages 4 and 5. All members are urged to study it in detail.

Work conditions in Fresno improve

By H. T. PETERSEN
Business Representative

Fresno—Within the past month work conditions have continued to pick up within the area. Peter Kiewit Co., Bechtel McCone Co., Geo. Polack Co. and McEwen Co. have all enlarged their spreads on the Canal.

Mauger Company, from Eureka, is moving on their Still Basin contract, Morrison Knudsen Company and the Arizona-Nevada Company expect to get started on their contract within the next few days. The above mentioned will all be canal work.

Marshall Manrahan Company are making good progress on their Fresno Freeway job and have just knocked over an airport job at Merced under the CAA.

Murray Company from Stockton knocked over a job in Grant National Park and they expect to start soon.

J. E. Haddock Company have several small jobs in progress and are keeping their boys busy.

Louis Franchesci is making progress on their winery jobs and expect approximately 1 year's work.

There is considerable activity at the present time in the oil fields on location work for our members. Fifteen new wells advertised to start drilling this month.

Frank Marks & Sons are starting their resurfacing job east of Los Banos and the Gunner Corporation have a good start on their highway job north of Merced.

A new company was formed in this area. The River Rock, Inc., consisting of Miles & Sons, George Nelson Company and Standard Materials. This firm has taken over all equipment and shops of Cliff Huls of Merced and it is expected that we will have a better control of the small jobs in that county.

Don't forget the next regular meeting will be held Thursday, July 23rd, 8 p.m. at 1035 Broadway, Fresno, California. Make every effort to attend as matters of importance concerning the new AGC contracts and gravel production agreements will be discussed.

Be sure and have your new address listed at the office otherwise there may be a delay in receiving your new card.

Report of last meeting

The meeting was called to order at 8:10 p.m., President Clancy presiding. Roll call showed Conductor Riley and Guard Schattgen absent. There were approximately 145 members present.

A synopsis of the Regular Meeting Minutes of June 1 read and by motion adopted as read and a synopsis of the Executive Board Minutes of July 6 was read and the acts and recommendations of the Board were by motion adopted as read, with the exception of that part pertaining to permission to work on Saturdays and Sundays in Contra Costa and Alameda Counties, which was referred to New Business.

The Resolution pertaining to the purchase of the building in Oakland was unanimously adopted at the final reading.

Communications were received from the New York Guild for the Jewish Blind, Edmund G. Brown, International Association of Fire Fighters, Local No. 55, which were received and filed.

Cards of thanks were received from Eugene Curry, Mrs. Hattie Shoemaker and Son, and Mrs. D. Hack, which were received and filed.

A discussion was held in regard to the issuance of permits to work on Saturdays and Sundays in Alameda and Contra Costa Counties. It was regularly moved and seconded that all contractors desiring to work on Saturdays and Sundays in Alameda and Contra Costa Counties shall obtain permission from the Building Trades Council or the Union. Carried.

The following Brothers were reported ill: Frank Ventura, Wm. F. Goetz, H. M. Ward, Geo. C. Hill, C. M. Wichman, Wm. N. McAllister, Pat Pruitt, Harry Johnson, Don Wheeler, Earl J. Cazier, A. L. Bittleston, V. C. Splittgerber, Wallace Dalleske, Wm. Duncan, A. R. Jackson, E. J. Gooding, Joseph Joyce, Albert C. Gringel, Delbert W. Fox, Robert Peterson, A. J. Skude, Timothy Sullivan, Elmer Duffloth, James C. Caton, Geo. R. Dailing, E. G. Burkett, Jack Gilmore, Len Jolley, V. M. Simmons, Jesse Wm. Leamaster, and Velmer Graybeal.

The following Brothers were reported deceased: Roy L. Hack, Donald Abel, James Knight, Felix Pezzi, J. W. Curry, Albert O. Pruden and James Arnold.

The Business Agents rendered their reports which were received as submitted.

Brother Swanson reported on his trip to Washington in an attempt to expedite the approval by the Wage Adjustment Board on four agreements. He briefly outlined the operation of the Board. He stated that the Wage Adjustment Board had temporarily gone out of existence while he was there, delaying action on all cases before the Board.

Report of the General Secretary-Treasurer was read by President Clancy.

There being no further business to come before the meeting, it adjourned.

Respectfully submitted,
C. F. MATHEWS, Rec. Sec.

Redwood Empire

(Continued from Page 1)
for the Trinity Highway by the Federal Government, the same to be matched by the state. This will be two or three years' work.

The bonds for improvement of Eureka Harbor carried but no information is available as to when it will start. A large veneer plant is to locate at Fields Landing and some dredging of the channel will be necessary as this company expects to ship a great deal of its products by water.

The strike of the Redwood Lumber Companies is still about the same except that the companies are threatening to start and run non-union. Wonder what they will do with their hot lumber when they start cutting?

Brothers in Business

Several of the brothers have gone into business for themselves lately. Brother Bob Marshall has a repair shop and service station in Weaver-ville. It is the Shell Station and he gives excellent service. Try him.

Brother Bill Goetz has gone into the trucking business and is hauling lumber and doing excellently. We wish Bill lots of success.

Something new for an engineer is Brother Russell Griffin's venture—ladies ready-to-wear, etc. He and his wife bought a place in Garber-ville. Can you imagine an old pile-driver engineer saying, "Yes, ma'am, we have some very nice bra's; light, medium and super-



Frieda S. Miller, director of the Women's Bureau, United States Department of Labor, appointed by President Truman as United States Representative on the Governing Body of the International Labor Office at its 98th session in Montreal.

dooper flopper stoppers." Well, we know Russell will do well, especially when he has his wife with him to lend him support.

Never Leaving

It is with a great deal of regret that I tell you worthy brothers that this is my last report for the Redwood Empire territory. Beginning on July 11th, Brother Tom Bryson will take over and I will devote my full time to the gold dredgers.

I ask you all to give Brother Bryson the same cooperation you have given me in the past three years. My future headquarters will be 321 E Street, Marysville.

Dredger News

By T. D. BRYSON
Business Representative

San Francisco—Most of the Dredges seem to be busy. The Case Const. Company is going right along on their Suisun channel job with the Alamos pumping twenty-four hours per day. They started right in the town of Suisun and are now headed down the channel to meet the Dredge Sucker which starts at the mouth of the channel about ten miles out and when they meet the job will be finished. They are both having trouble with the Tules which grow pretty heavy in that country. The Associated Dredging Company has their clamshell Dredge Liberty on the same job clearing away some of the heaviest tules. The No. 1 and the Curlew are both working in the vicinity of Antioch.

The Dutra Dredging Company's Dredge Marrard was working near Newark at the last report and the Edwards is tied up at Redwood City.

Portland Cement Pact

We have just concluded negotiations with the Pacific Portland Cement Company, where we reached an agreement whereby our members will receive a flat increase in wages of .23 per hour and some other improvements in our agreement will probably make that a preferred job.

The Case American Construction Company has been awarded a 1,700,000 yard contract at Hunters Point. The Dredges Papoose and Pearl Harbor are going on this job.

Navy Yard Work

The San Francisco Bridge Company's Dredge San Pedro is at Mare Island where they will probably have work the rest of the summer for the Navy Yard. The Beaver is going strong at Moss Landing and I hear they are considerably ahead of schedule, and by the way, Brother Floyd Crites has bought out the Moss Landing restaurant and Mrs. Crites is managing the place and apparently is doing a very good job. If any of the brothers should be passing that way, drop in. It is right on the highway at Moss Landing.

Clamshells Busy

The Olympian Dredging Company has their clamshells Monarch and Golden Gate busy. The Monarch is working on the Sacramento river between Knights Landing and Meridian strengthening levees and the Golden Gate is at the Encinal Terminal in Alameda loading barges. They also have a job for the Neptune as soon as the Engineers get it fixed up and turned back to the company.

We have something new to these parts in the way of dredg-

Zumwalt employes favor Engineers as agent; area in Marysville progresses

By WM. C. WAACK
Business Representative

Marysville—By unanimous choice the maintenance mechanics of the I. G. Zumwalt Company of Colusa have chosen Local No. 3 as their bargaining agent and a petition has been filed before the National Labor Relations Board in their behalf for a hearing and an election. Very ordinary procedure should govern this petition, but that is not going to be easy, we fear. The Zumwalt Company has engaged the Northern California Employer's Association to do their battling. In the last skirmish, with Brother Frank Lawrence as heavy gun pointer, considerable progress was made. The men

of this shop in this community have shown their determination for a union shop and the membership of our Union in the heart of this great farm center are watching the outcome with great interest. More about this case at a future date.

The Yuba Consolidated "Gold Diggers" held two job meetings in Marysville on the 27th of June. The union is now starting to function for the interests of the dredgemen. Regarding work conditions on these rigs a number of complaints were registered and some of them clarified by management. Others were referred to our executive officers in San Francisco to be presented directly to the company at their San Francisco office. Brother Neve and myself informed Superintendent Deever of Yuba on some complaints and requested a joint meeting of the company officials, dredge masters and the stewards, for the purpose of clarifying the agreement. This was agreed on and all hands are anxious to see whether or not this labor management group can function satisfactorily. The following are the names of the stewards and the departments they were selected to represent: Biggs No. 1, Howard Good; Biggs No. 3, George Wilbur, Everett Foster; No. 14, W. H. Clark; No. 15, John McFarlane; No. 17, W. W. Barkley; No. 18, Harold Posten; No. 20, Elmer Coleman, Electric; Wallace Darneille, Mechanics; Lloyd Fredericks, Repair and Cleanup. With this coordination of dredgemen and their union much progress will result.

Pomroy has double shifted the drivers on the Marysville Bridge job. The footings of 19 piers are already in with the wooden temporary bridge slated for starting about the 15th of July. As on most construction jobs many changes take place in the course of the job. I lost a good steward, Brother "Red" Williams, he didn't like the climate here or something. Nels Pomroy, "the boss", talked a little lady into becoming his wife and took a sneak from the job. No one seems to know where he went. Brother Arthur Gilstrap got two of his fingers tangled up with a boom wire and lost them.

George Williams has the No. San Juan job in good shape. Thirty days more should finish this stretch of mountain road. Eight engineers are left for the cleaning up of this section. Teichert and Son's get the next three miles to Camptonville. This too will be a rugged job.

The Puget Sound Dredging Company has their dredge Seattle No. 4 at the General Engineering shipyard equipping it as a dipper dredge for use at Hunters Point. This will be the first dipper-stick dredge used in these parts for a good many years.

Had quite a chat with Louie Dotta on the Harmes job the other day. This job should be done in about six weeks. Brothers Bob Jones, Ross Thompson and Hubert Jessie are winding it up. Bill Butler is back on land leveling; see you soon Bill.

Lester Rice has started on the stretch from the Oroville Y to Chico. The first section is shoulders only and from Durham to Chico it's resurfacing with plant mix. Ed Dingey has a portable hot plant set up on Stoney Creek at Durham and is all set to go. The Marysville hot plant is supplying aggregate for the county roads and Hallwood is stock piling for the Marysville bridge approach which should start by the 15th of July. There are 76,000 cubic yards of excavation right under the gun and by the time new equipment comes in we should have some 55 Local No. 3 men on this company's payroll, (if Covell's ulcers don't start acting up). In the meantime the cat and cobras are levelling land south of town.

Clarence Baker, our Chico land leveler, is in full operation. He now has 13 units in the field manned entirely by Local No. 3 operators.

Flash

The 4th tractor shop in the Marysville district to sign with International Union Operating Engineers is the Sierra Tractor and Equipment Company of Chico. The employees of this large cat distributor have unanimously chosen Local No. 3 as their bargaining agent. Your local representative appreciates most sincerely the fine cooperation given by the engineers of this district. We have one shop to go, and in Marysville, too.

One of the lads most closely associated with Local No. 3 and its activities, young Warren Rice, affectionately known to the gang as "Dubb," met his death in an airplane accident at Lake Tahoe on July 4th. "Dubb," the son of Lester Rice of Marysville, was a fighter pilot in combat service and was released from the Army Air Corps 10 months ago and has since been working for his father. Also killed in the crash was Lester Machen, a member of Teamsters Local No. 137. These two men will be sorely missed by all who knew them. Our heartfelt sympathies are extended to the bereaved members of both families.

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San Jose, nearby regions really get busy; host of small jobs furnish work

By M. G. MURPHY
Business Representative

San Jose—San Jose, Santa Cruz, Salinas, Saratoga, Sunnyvale, Monterey, Mountain View, Morgan Hill, Moffett Field, (and even Milpitas) Watsonville, Castroville, Gilroy and Hollister are all busy with a building program of one kind or another. It's new homes, warehouses, factories, highways, streets, bridges and pipelines. There are so many small jobs that it would be impossible to mention all of them in this article, so I will confine my report to some of the larger jobs.

News From San Jose

McDonad, Young and Nelson are pouring the concrete on the J. C. Penney job at 1st and Santa Clara Streets. They expect most of the pouring to be complete in another 30 days. The same company has started construction on a new sub-station job at the Permanente Ball Park. Fredrickson and Watson, under the supervision of Brother Butler, did the excavation on this job. They have now moved bag and baggage back to Sacramento . . . A. J. Raisch is very busy on his large, not to mention his small, housing projects . . . Union Paving are finishing up on their Sunnyvale paving job and they, too, are busy on a housing project in Santa Clara. Recently, they were low bidders on the Bascom Avenue and W. San Carlos paving job. They expect to receive the award shortly and start operations within a few days . . . Carl N. Swenson is also very busy as he still has work in Moffett and, although he is fast putting the finishing touches on his Beechnut job, there is still considerable work to be done on the job . . . Robert W. McCarthy of San Francisco is keeping busy on his Federal Housing Project on South 7th Street in San Jose . . . San Jose Steel Co., as well, are very busy with a housing project at Newhall and Coleman in San Jose. These prefabricated houses were formerly owned by the government but I understand they were donated to the city of San Jose to help alleviate the housing shortage . . . Fredrickson & Watson have completed their major contract on the runways and taxiways at Moffett Field and are moving some of their equipment and men to other parts of the state. There is more work of the same type to come up at the field, nevertheless, and I believe they will play a game of watchful waiting. I have also received information to the effect that there is soon to be another tunnel constructed for the N.A.C.A. (We may possibly get enough tunnels in here some time but then, who are we to complain.)

Doings in Sunnyvale

Earl W. Heple Co. are progressing nicely on their Libby, McNeil and Libby job but they are being retarded to some extent through the shortage of manpower (not engineers) and some materials. Fortunately, so far our members have not suffered . . . Urban Bros. Ready Mix Plant, Palo Alto Bldg. Materials, Carl Anderson Plant at Mountain View and Pacific Coast Aggregates of San Jose are all extremely busy supplying the great demand for this material which is used on all housing projects, etc.

The American Bridge Company are progressing nicely on their International Mineral and Chemical Co. job on South 101, Earl W. Heple is also in on this project . . . N. M. Ball Company have at long last finished their excavation on the new Bayshore Freeway and are rapidly preparing the grade for concrete which they expect to start pouring some time next week or in the very near future. Some of Ball's equipment has recently been transferred to Brother Foss' territory where they have a dam job. Many of the brothers went right along

with the equipment. As most of you brothers already know, Superintendent Sam Matoon has decided to go into the contracting business for himself and is now leaving the employ of the company. We are sorry to see the Ball Company lose Sam as a superintendent and we sincerely hope he will be as successful in the contracting business as he has been as a superintendent. Sam has really been a genius in promoting harmony and peaceful relations between the company and the engineers. Good luck, boy!

Gilroy Developments

Bill Radpke, contractor at Gilroy, is busy supplying material from his new sand plant to the many small projects in and around the city . . . Pacific Pipeline have finished their job for the gas company (it may be just temporarily, however) and they have moved their equipment—some to Santa Cruz and some to Monterey, where they also have jobs . . . Granite Construction Co. are doing a surfacing job below Gilroy near Sargent. A number of our members are employed on the job. . . . San Jose Steel have a structural job of some consequence near Hollister with Brother Carl Brix operating the rig.

Report on Salinas

A Teichert has just about completed excavation on his Crazy Horse Canyon job and is now preparing sub grade which he really expects to push through with the utmost speed . . . The A.D.H. Co. were the lucky bidders on a small trench job in Salinas and have started operations . . . Granite Construction have at last started operating their ready mix plant.

News from Monterey

Pratco Sand Plant, Lapis and Granite Construction Company's sand plants are all operating at full speed ahead . . . Stanley Ball expects to start his paving job between Ford Ord and Del Monte Junction some time this week.

Watsonville and Santa Cruz have many small jobs which are being done by Granite Construction, W. E. Karstedt, McCone & Parsons and Pacific Pipelines, all too numerous to mention.

Well, brothers, this about completes my report, but in closing, I would live to ask all of you to become familiar with the new wage scale and if you desire any information, please contact me at Columbia 6748.

News of the Brothers

Brother Don Wheeler, who was injured on the N. M. Ball job several weeks ago, is now able to resume his former occupation and is looking pretty fit again . . . Brother Al Giannini, an old member of many years standing and an employe of A. J. Raisch, is reported as very ill and confined to his home temporarily . . . Brother Dolphus Cooper received painful injuries recently on the N. M. Ball job and has been confined to quarters . . . Brother Dale Ensminger was badly burned recently when a toy balloon with which he was playing exploded . . . Brother Bigley, who was employed as an oiler on the N. M. Ball job recently, received severe injuries and a crushed leg when the bank slid down pinning him against the shovel. Wish all of

Utah Company's job gives work for large crew

By E. A. HESTER
Business Representative

Redding—The Utah Construction Company has started their contract between Dorris and Hatfield. There is a lot of muck to be moved on this job as well as over 100,000 yards of rock. Superintendent Jess Hook is on the job now getting things straightened up. At the present time, they have two shovels, five Terra Cobra's, one carry-all and several dozers.

There will be more equipment coming in. Their headquarters will be at Merrill, Oregon. Brother William Wright is steward on this job, and Brother P. M. Ihrig is master mechanic. We can look forward to a good and long job with a lot of our brothers being employed.

E. B. Bishop, of Orlands, California, has started his job at Cedarville. His sub-contractor for the dirt work is Gerald Bing, of Sacramento. Bing has brought in six Tourneau Pulls, one truck crane, and about six carry-alls. He has not cooperated with the union very well. We believe this gentleman will be straightened out soon.

Proctor Dragline Company have moved back to Red Bluff on their bridge job. This job was previously shut down because of a shortage of pilings. This is a large job and will also employ a lot of our men.

Phoenix Steps Up

The Phoenix Construction Company is increasing their force daily, and expect to be going full blast by the 15th of July. We will have about 75 engineers employed there.

We recently signed a closed shop agreement with Heins & Son Gravel Plant. They have always operated according to the union rules, but somehow or other neglected to sign an agreement.

American Gets Award

The American Bridge Company have been awarded a \$491,595 contract, by the Bureau of Reclamation for furnishing and installing three drum gates for the Shasta Dam. When these gates are installed they will bring the Shasta Reservoir up 800,000 acre feet. No work has started on the Shasta or the Keswick Dam, but there are a lot of preparations being made for a lot of work, and we think this work will start late this fall.

Work is rapidly increasing in this district and we are short of men.

The following brothers have turned in their Service Withdrawal Cards and are now busy at the game again: Forrest B. Withers, Lowell Birge, Elmer Giesner, Willis Gibson.



these brothers a speedy recovery and hope they will soon be back on the job again . . . Brother Henry Baker has purchased several pieces of equipment and has now entered the contracting business and also will rent his equipment on an hourly basis.

Big pipeline to be ready for 'black gold' shortly; Stockton sees busy future

By ED DORAN
Business Representative

Stockton—The Bechtol Bros. McCone pipeline that has been in progress since December of last year is scheduled to pour out "Black Gold" at the receiving end of California's largest oil pipeline near Pittsburg. Huge pumps have been pushing oil into the line at Coalinga in the lower San Joaquin Valley. The oil has been moving at the rate of two miles an hour toward its destination, 176 miles to the North. Constructed for Standard Oil Co. by Bechtol Bros. McCone the new pipeline is 18 inches in diameter and cost \$4,000,000 to build.

The line, when filled, holds 275,000 barrels of crude oil and can deliver 110,000 barrels a day. Delivery end of the pipe line is Standard's tank farm at Los Medanos near Pittsburg. The following members of the Operating Engineers Union have played an important part in the construction of this huge project. Ray C. Avons, Allen S. Chaffin, Ralph L. Christopher, John M. Grover, Clarence M. Shields, Dola R. Worster, Christian S. Jensen, Carl G. Aston, Glen R. Barnett, Robert L. Barton, Herbert L. Blair, Wallace W. Formby, Caleb S. Gonzales, Perry E. Maples, J. B. Russell Holland, O'Dell Reiss, Donald G. Rowen, Morley H. Rowen, Cecil Ubersosky, Joseph W. Matters, Isaac R. White, Herbert E. Whiting, Ray Knox, Norman A. Williams, James M. Woods, James Duncan.

Cooperation of Amador County in improving Defender Grade, West Point Road, to open up a new timber area, was promised the Winton Lumber Co. In the agreement reached, this county will construct 3.3 miles of the five mile stretch of the 20-mile road in this county and the company will construct 1.7 mile stretch.

Hold Public Hearing

Public hearing on plans of the State Department of Public Works, Division of Highways, for a bridge across San Joaquin River at Mossdale will be held in Room 223, at 10 a.m. Monday, July 15th. The bridge is a part of a project for the construction of 3.6 miles of four lane divided highways from Grant line road to Mossdale. The proposed bridge will be located 125 feet upstream from the existing highway bridge. The new bridge will be used for eastbound traffic while the present bridge will be for westbound traffic. Plans for the new bridge call for a bascule type drawspan and a clear, navigable opening of 88 feet. The remaining portions of the span between the navigable opening and the river banks will be of pony truss construction.

Stanislaus River Dam

A bill introduced in Congress would authorize construction of a \$55,900,000 dam and power plant at New Melones on the Stanislaus River, and also authorize expenditure of \$12,000,000 at Hogan Dam on the Calaveras River. The proposed appropriations are part of a \$479,700,000 bill for development of California's Central Valley water resources by the Federal Bureau of Reclamation. Eleven other projects are contained in the measure. It is understood that the \$12,000,000 appropriation for Hogan Dam would be aimed at raising the height of the structure to accommodate 350,000 acre-feet of water instead of the 100,000 now provided. The additional water would presumably be used for irrigation.

Pleas for construction of the "Santa Fe Road" from Stockton to Merced on the east side of the Sante Fe tracks was made by a delegation of Stanislaus and Merced County residents in a meeting of the Highway Committee of the Central Valley Council, State Chamber of Commerce in Turlock. Such a route would be a truck route and would relieve Highway 99 of its

present traffic congestion. One other road project and two repair and maintenance jobs were presented to the committee. J. William Clayton of Oakdale asked elimination of dangerous curves west of Oakdale on the river bank road and an S curve east of Oakdale, the request was also made to oil a stretch of road between Coulterville and Le Grange.

Two projects to be let for bid in the near future are a bridge across the Mokelumne River on the Peltier Road and a bridge across the Grant Line Canal on the Tracy Island Road.

Sonora-Oakdale Hiway

Resurfacing of the 36-mile Sonora-Oakdale Highway, main artery from the San Joaquin Valley into Tuolumne County is being asked by the Sonora City Council. A resolution has been adopted urging the Highway Department to provide for the job to prevent further deterioration to the highway which has had little upkeep during the war.

The Jackson Water Co. is getting ready to proceed with expansion and improvement of the utilities, as soon as construction equipment can be moved to the reservoir site, work will get under way. Specifications and plans call for an expenditure of \$40,000.

Paul Harding, District 10 highway engineer for the state, headed a group of highway officials on an inspection trip for a new road from Markleeville to Coville, about 20 miles, in Alpine and Mono Counties.

The inspection trip was over the Mt. Liaviathan area in Alpine and Mono. The new route is included in the federal aid and secondary road program. Harding reported that Alpine County is sponsoring the project with Mono County contributing.

More Highway Work

Another portion of the four-lane highway project on Highway 99 will be started shortly with the announcement that A. Teichert and Son, Stockton contractors, were low bidders for construction of 4.5 miles between Salida and Ripon. The bid was \$420,336. The project starts at the existing highway at Salida and extends to a point one mile north of Ripon. It is in both San Joaquin and Stanislaus Counties. The contract calls for grading and paving with Portland cement concrete a new two-lane highway, generally paralleling the existing road and with a minimum separation of 36 feet between the inside edge of the two lane roads. Grading work should begin in three or four weeks, rights of way all have been secured and surveys made. The new section is part of the over-all plan to make a divided four-lane highway on U.S. 99 from Sacramento to Los Angeles. At the present time contract work is under way by Fredrickson & Watson of Oakland for construction of 8.5 miles of highway between the Calaveras River and Lodi. In the immediate postwar plans of District 10 is another unit on 99 between Mariposa Road and the Calaveras River, east of Wilson Way in Stockton. This unit is approximately 5.5 miles long. At completion of the above

(Continued on Page 7)

Here is complete text of Engineer agreement with Assoc. Gen. Contractors of America

Members urged to go over terms of agreement carefully to see if covered by stipulations

Preamble to Engineer agreement with AGC

By VICTOR S. SWANSON

Below you will find printed in full our agreement with the Northern and Central Chapters of the Associated General Contractors of America covering northern California. You are requested to study this agreement carefully to familiarize yourself with all of its contents. At a later date this same agreement will be printed in booklet form to be distributed. This agreement applies to all contractors who are members of either chapters operating in northern California.

You will find in this agreement, Section No. 19, the following: "In the event the Wage Adjustment Board should terminate and not be replaced by some other governmental agency before approval of such terms hereof as may require such approval, then and in that event the wage rates and conditions shall be those set out in this Agreement and they shall be effective as of June 10, 1946." As we all know, the Wage Adjustment Board went out July 1, 1946 and has not yet been replaced by any other governmental agency and the Board did not act on our Agreement. It is therefore deemed advisable to put the new wage scales into effect as of July 1, 1946 on all jobs where bids were opened after April 1st and on August 15th on all jobs where bids were opened before April 1st. The question of retroactive wages from June 10th to July 1st will be determined by the new Wage Adjustment Board, if such a Board is established by Congress; if not, a meeting will be requested by the Negotiating Committees of the Northern and Central chapters of the Associated General Contractors and Local No. 3 to determine what can be done in that matter. However, it may require time for Congress to act.

After reading the Agreement, you will see whether you are covered by it or not. If you are and do not receive the new wage scale as provided in same, please notify our nearest office so that the matter can be taken care of.

AGREEMENT

THIS AGREEMENT, made and entered into this 7th day of June, 1946, by and between the NORTHERN CALIFORNIA CHAPTER and CENTRAL CALIFORNIA CHAPTER of THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA, INC., hereinafter referred to as Employer, and OPERATING ENGINEERS, LOCAL UNION No. 3 of the International Union of Operating Engineers, hereinafter referred to as Union.

Witnesseth

(a) DEFINITIONS

The term "Employer" as used herein shall refer to the Northern California Chapter and Central California Chapter of The Associated General Contractors of America, Inc. The term "Union" as used herein shall refer to the labor organization signatory to the Agreement and to all members of said organization. This Agreement shall apply to any employee who performs work falling within the recognized jurisdiction of the Union. This Agreement shall apply to Northern California, which term is intended to mean that portion of the State of California above the Northern boundary of Kern County, the Northern boundary of San Luis Obispo County, and the Western boundaries of Inyo and Mono Counties.

(b) COVERAGE

This Agreement shall cover all work coming within the recognized jurisdiction of the International Union of Operating Engineers as defined by the Building and Construction Trades Department of the American Federation of Labor.

(c) BARGAINING REPRESENTATIVES

Union's Recognition of Employer as Bargaining Agent—The Union hereby recognizes and acknowledges that Employer includes in its membership a majority of the individual employers in the highway, general building and heavy construction industry, and said employers are performing the greater percentage of work therein, and by reason of such facts

the Union hereby recognizes Employer as the collective bargaining representative for its membership in the highway, general building and heavy construction industry in the territory subject to this Agreement.

The wage rates, working conditions and hours of employment herein provided have been negotiated by the Union exclusively with the representatives of the Employer. The Union agrees that in the event that during the life of this agreement it should make any agreement with any other person, firm, association or corporation providing wage rates, working conditions and hours of employment more favorable to said other person, firm, association or corporation than is provided in this agreement for Employer, then and in that event any member of Employer engaging in work of the type covered by any such agreement shall have the benefits of any such more favorable wage rates, working conditions and hours of employment when performing such work.

Employer's Recognition of Union as Bargaining Agent—The Employer hereby recognizes and acknowledges the Union signatory to this agreement as the collective bargaining agent for the area aforementioned covering the jurisdiction of the Union.

(d) EXEMPTIONS

This Agreement shall not apply to superintendents, assistant superintendents, general foremen, civil engineers and their helpers, timekeepers, messenger boys, guards, confidential employees and office help.

(e) STATUS OF FOREMEN AND SHIFTERS

It is the intention of this Agreement that foremen covered herein (other than general foremen) shall be required to be members of the Union only to the extent that is now the general practice for the particular type of job; provided that if a dispute arises in connection with any job as to what has been the general practice in this respect on similar jobs, said dispute shall be referred to the Board of Adjustment for decision. Pending the decision of the Board of Adjustment in any such dispute, work shall be continued on the job involved in accordance with the terms of this Agreement. If the decision is in favor of the Union's contention, the same shall be retroactive to the date when the dispute was referred to the Board of Adjustment.

No foreman shall be allowed to operate any mechanical equipment. Foremen and Shifters shall receive \$1.00 per day over and above the classification (as specified in Section No. 18 hereof) over which he has supervision. In the event two rates of pay are involved, the rate of pay shall be determined by the predominant classification.

Section No. 2

EMPLOYMENT CLEARANCE

Employer shall employ in the performance of work within the jurisdiction of the Union only members in good standing and properly cleared by said Union.

When a shortage of craftsmen exists, and they cannot be supplied by the Union, the Union shall cooperate with Employer in the employment of local craftsmen who are, or may be satisfactory to Employer; provided, that such local craftsmen so desired shall be properly cleared through the Union as above indicated, prior to employment.

Section No. 3

SHOW-UP TIME

Where an employee reports for work on his shift and there is no work provided by the Employer, he shall be paid two (2) hours show-up time at his regular straight time rate, provided that if the Employer desires to suspend work on account of rain, and has posted a notice to that effect, he shall not be required to pay show-up time on rainy days. If work is to be suspended for any reason, the employee shall be notified at least two hours before being required to report for work. The employee shall keep the Employer advised at all times of his correct address and telephone number.

Section No. 4

UNION ACTIVITY

No employee shall be discharged or discriminated against for activity in, or representing Union. No employee shall suffer discharge without just cause. The Employer shall be the sole judge of the qualifications of his employees and the Union shall be the sole judge of the qualifications of its members. In the event of discharge without just cause, the employee may be reinstated with payment for time lost. In the event of a dispute, the existence of "just cause" shall be determined as provided in Section 9 of this agreement.

Section No. 5

HIGHER WAGES

No employee receiving a higher rate of pay shall suffer a reduction of pay by reason of the execution of this Agreement.

Nothing in this agreement contained shall or shall be construed to reduce any wage rate or set up any condition less favorable to the Union and its members than any wage rate or condition existing on or after April 1, 1946, by virtue of any Federal, State, County, Municipal or other statute, ordinance, law or regulation during the effective period thereof.

Section No. 6

BONDS

No employee shall be required by Employer to deposit a cash bond with his Employer or any other person; in the event that a surety bond is so required, the Employer shall pay the premium upon said bond.

Section No. 7

LUNCH-TIME

No employee shall be required to work more than one-half shift without lunch.

Section No. 8

RECORDS

Employer shall provide a proper means for registering the reporting and quitting time. In the event of a dispute such records shall be accessible to the business representative of the Union during working hours.

Section No. 9

SETTLEMENT OF DISPUTES

In the event a dispute arises, a Board of Adjustment shall be created for the settlement of such dispute. It shall be composed of two representatives selected by Union and two representatives selected by Employer. Said Board shall organize at once and shall elect a Chairman and Secretary and shall adopt rules of procedure which shall bind the contracting parties. Said Board shall have power to adjust any differences that may arise regarding the meaning or enforcement of this contract. Within twenty-four (24) hours of the time any dispute is referred to it by either party, said Board shall meet to consider such dispute. 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 member, who shall have no business or financial connection with either party. 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 final and binding on both parties. Pending such decision, work shall be continued in accordance with the provisions of this contract. The expense of employing said fifth person shall be borne equally by both parties.

There shall be no strikes, lockouts, or any cessation of work by either party on account of any labor dispute, or for the purpose of pursuing any action or furthering any sentiment during the life of this agreement and every facility of the parties hereto is hereby pledged immediately to overcome any such situation.

Section No. 10

PAYMENT OF WAGES

Each employee shall be paid his wages in full, each week, in accordance with the State Law.

Section No. 11

APPLICATION TO SUB-CONTRACTORS

The term and conditions of this Agreement insofar as it affects Employer shall apply to any sub-contractor under the control of, or working under contract with Employer upon such work covered by this Agreement, and said sub-contractor with respect to such work shall be considered as an Employer.

Section No. 12

CONFLICTING CONTRACTS

Any oral or written agreement between an Employer and an individual employee who is a member of Union, which conflicts or is inconsistent with, this Agreement or any supplemental agreements hereto, dis-establishes or tends to dis-establish relationship of Employer and Employee, or establishes a relationship other than that of Employer and Employee, shall forthwith terminate.

Any oral or written agreement between an Employer and an individual employee who is not a member of Union, which conflicts or is inconsistent with, this Agreement, or any supplemental agreements thereto, dis-establishes or tends to dis-establish relationship of Employer and Employee, or establishes a relationship other than that of Employer and Employee, shall terminate upon such employee's admission into membership in Union.

No oral or written agreement which conflicts, or is inconsistent with, this Agreement or any supplemental agreements thereto, shall hereafter be entered into by and between Employer, Union, and/or any individual employee performing work within the recognized jurisdiction of Union.

Section No. 13

(a) ELIMINATION OF RESTRICTIONS OF PRODUCTION

No rules, customs or practices shall be permitted that limit production or increase the time required to do any work. There shall be no limitation or restriction of the use of machinery, tools or other labor saving devices.

(b) COOPERATION WITH EMPLOYER'S SAFETY MEASURES

Union shall cooperate with (1) Employer and with each other in the carrying out of all Employer's safety measures and practices for accident prevention, and (2) employees shall perform their duties in each operation in such a manner as to promote efficient operation of each particular duty and of any job as a whole.

Section No. 14

JURISDICTIONAL DISPUTES

There shall be no cessation or interference in any way with any of the work of Employer by reason of jurisdictional disputes between the various A. F. of L. unions with respect to jurisdiction over any of the work covered by this Agreement. Such disputes shall be settled by the Unions themselves in accordance with the laws of the Building and Construction Trades Department of the American Federation of Labor.

Section No. 15

This Agreement shall not prevent the Employer from negotiating or making agreements with the Union for any work or classification not covered by this Agreement.

Section No. 16

CONTINUOUS OPERATIONS

This Agreement shall not prevent the Employer from negotiating, or making agreements with the Union signatory to this Agreement with respect to projects which require continuous operations and over which said Local Union possesses jurisdiction and any existing agreements of such nature shall not be affected hereby.

Section No. 17

(a) EMPLOYER'S MEMBERSHIP

With respect to Employer, this Agreement is made for and on behalf of all persons, firms or corporations that at the time of the execution of this Agreement are, or during the term hereof become, members of either Employer organization signatory hereto, together with all persons, firms or corporations that are or may become affiliated members of either of them and who are, or may become signatories to this Agreement. Employer represents that upon the date of the execution of this Agreement, their members are those persons, firms or corporations whose names are listed on Exhibits "A" and "B" attached hereto, which are hereby made parts hereof, and that said persons, firms or corporations so listed have duly authorized said Employer organization to make this contract for and on their behalf as parties thereto. Employer shall from time to time supply to Union any change in said membership list.

(b) AGREEMENT BINDING UPON PARTIES

This Agreement shall be binding upon the heirs, executors, administrators, successors, purchasers and assigns of the parties hereto.

Section No. 18

Wage Scales	Per Hour
Apprentices (oilers, firemen, watchmen) (7 Bay Counties—San Francisco, Alameda, Contra Costa, San Mateo, Santa Clara, Marin, Solano)	\$1.60
Apprentices (oilers, firemen, watchmen) (All other Counties)	1.50
Asphalt Plant Engineer	1.95
Box men or mixer box operator (concrete or asphalt plant)	1.65
Brakeman, Switchman and Deckhand	1.60
Fuller-Kenyon pump cement hog and similar types of equipment	2.00
Compressor	1.60
Compressors (more than one)	1.90
Concrete Mixers (up to one yard)	1.60
Concrete Mixers (over one yard)	1.90
Concrete Pump or Pump Crete Guns	1.90
Derrick	2.10
Drilling Machinery Engineers (not to apply to water liners, wagon drills or jack hammers)	1.95
Dual Drum Mixer	2.00
Fireman in Hot Plant	1.60
Fork lift or lumber stacker (on construction job site)	1.85
Handi-Crane (no oiler required)	2.00
Heavy Duty Repairman	1.95
Heavy Duty Repairman, Helper (7 Bay Counties—San Francisco, Alameda, Contra Costa, San Mateo, Santa Clara, Marin, Solano)	1.60
Heavy Duty Repairman, Helper (All other Counties)	1.50
Highline Cableway	2.25
Locomotives	1.70
Locomotives (steam or over 30 ton)	1.95
Material Hoist	1.85
Mechanical finishers (concrete or asphalt) (airports, highway or street work)	1.95
Mixermobile	2.00
Motorman	1.75
Mucking Machine	2.125
Pavement breakers, Emsco Type	2.00
Portable crushers	1.95
Power grader, power planer, motor patrol or any type power blade	2.10
Power shovels and/or other excavating equipment with shovel-type controls (7 Bay Counties—San Francisco, Alameda, Contra Costa, San Mateo, Santa Clara, Marin, Solano (Up to and including one yard)	2.25
Power shovels and/or other excavating equipment with shovel-type controls (7 Bay Counties—San Francisco, Alameda, Contra Costa, San Mateo, Santa Clara, Marin, Solano) (Over one yard)	2.35
Power shovels and/or other excavating equipment with shovel-type controls (All other Counties) (Up to and including one yard)	2.10
Power shovels and/or other excavating equipment with shovel-type controls (All other Counties) (Over one yard)	2.25

Pugmills (all) Woodsmixer type	2.00
Pumps	1.60
LeTourneau pulls (Jeeps, Terra Cobras, La-Plant Choate, and similar types of equipment)	2.10
Rollers	1.95
Ross Carriers (on construction job site)	1.85
Scoopomobile (when used as a hoist)	1.85
Scoopomobile (when used as a loader)	2.00
Screed Man	1.60
Self-propelled elevating grade plane	2.00
Spreader Machines (Barber Green, Jaeger, etc.) (Engineer and screed man used in operation)	1.95
Surface heaters	1.95
Tractors	1.95
Tractor (boom)	2.10
Tractor (tandem)	2.25
Tractor-type shovel loader (scale not to apply when used as blade or bulldozer)	2.10
Trenching Machine	2.00
Truck type loader	2.10
Truck Crane	2.10
Crews working underground shall receive \$1.00 per day over and above the regular rate.	

Section No. 19

APPROVAL OF WAGE SCALES

The parties to this Agreement agree to sign a joint application to the Wage Adjustment Board, or to other governmental agency having jurisdiction, and to make every effort to obtain approval of such terms hereof as may require such approval, at the earliest possible date. It is understood that such terms hereof as may require such approval shall become effective when approved, subject to the terms hereof and order of approval.

In the event the Wage Adjustment Board should terminate and not be replaced by some other governmental agency before approval of such terms hereof as may require such approval, then and in that event the wage rates and conditions shall be those set out in this Agreement and they shall be effective as of June 10, 1946.

Section No. 20

WORKING RULES

1. On single shift jobs, eight (8) hours shall constitute a day's work, the regular starting time of the day shift being at 8:00 a.m. except where in any locality existing traffic conditions or weather conditions render it desirable to start the day shift at an earlier hour, such starting time may, with the mutual consent of Employer and Union be made earlier; but in such event, the starting time agreed to must continue for the duration of the job or until changed by mutual consent. Five (5) consecutive days of eight (8) hours each, Monday through Friday, inclusive, shall constitute a week's work.

2. Subject to Paragraph No. 1—The hours between 8:00 a.m. and 5:00 p.m. shall constitute the regular working hours.

Double time for overtime shall apply as follows: For all work performed outside the regular working hours in the following counties—San Francisco, Alameda, Contra Costa, San Mateo, Marin and Solano and in all other counties when work is performed on Sundays and Holidays.

One and one-half times the regular hourly rates shall be paid for overtime as follows:

(a) For all work performed outside the regular working hours in all counties not above mentioned, except for work performed on Sundays and Holidays.

(b) For all repair work in all counties performed outside the regular working hours, including Saturdays and Holidays, the overtime rate shall be double the regular hourly rate.

3. When two (2) shifts are employed for five (5) or more consecutive days, seven (7) hours shall constitute a day's work, for which eight (8) hours straight time shall be paid. When three (3) shifts are employed for five (5) or more consecutive days, seven (7) hours shall constitute a day's work, for which eight (8) hours straight time shall be paid. Shifts shall run consecutively for five (5) days or more to completion of job.

4. Subject to Paragraphs No. 1 and 2, double time shall apply on all time before 8:00 a.m. and after 5:00 p.m. except on shift work, and on Saturdays, Sundays, and the following holidays: New Year's Day, Decoration Day, Fourth of July, Labor Day, Admission Day, Armistice Day (or one day of greater national importance) Thanksgiving

5. Except in emergency, no member shall work more than one shift in any consecutive twenty-four (24) hours and not less than four (4) hours shall be worked in any one shift. No arrangement of shifts shall be permitted that prevents any member from securing eight (8) consecutive hours of rest in any consecutive twenty-four (24) hours.

6. When the engineer on any piece of equipment requires assistance in the operation of said equipment, a member of the Union (apprentice, oiler or fireman) shall be employed. The above shall not change the established practice regarding employment of oilers or firemen.

7. The hours of employment shall be reckoned by the day and half-day, the fraction of a half-day to be paid for as a half-day, except overtime, which shall be reckoned by the hour and half-hour.

8. Where there is overtime to be worked, the engineer operating the machine shall be allowed to work the overtime.

9. No member shall be allowed to work who is thirty (30) days in arrears unless he has a regular permit to do so, signed by the Business Representative of the Local Union in the district where the work is to be performed. Enforcement, however, shall be done by the Union.

10. It is agreed that the asphalt plant crew shall consist of the following: plant engineer, boxman, fireman, oiler. Where a crane is used, there shall be a crane engineer. The plant engineer shall be in charge of the entire plant.

11. Any classification not herein mentioned, the Employer and the Union agree to immediately negotiate a wage scale to apply thereon.

12. The Employer agrees to furnish suitable shelter to protect the operators from falling material and from the elements.

13. No repairman or operator shall be required to furnish transportation within the job site for tools or equipment needed in the performance of his duties.

Section No. 21

It is hereby mutually understood and agreed that the Union will, during the life of this Agreement, join and participate in any negotiations between the Employer and the Union representing the following crafts:—i.e., Teamsters, Laborers, Carpenters and Cement Finishers, for the purpose of arriving at a Master Agreement covering said crafts and this Union in Northern California.

It is hereby further mutually understood and agreed that if such agreement is successfully negotiated and signed by the Employer and by all said crafts and this Union during the life of this Agreement, the same shall be and constitute the Agreement between the Employer and Union.

It is understood and agreed that any such joint Master Agreement, if executed, shall contain a clause or provision thereof relating to terminating the same at the expiration of its term or relating to giving of notice of a desire to change or re-open or terminate said agreement and said clause shall provide that the right to terminate or change or re-open said agreement may be exercised by any single union a party thereto insofar as said union is concerned without the concurrence or joint action of any of the other unions or crafts signatory thereto.

Section No. 22

INTERIM PROVISION

On all jobs on which bids were opened on or before April 1, 1946, the wage rates and conditions as they existed on April 1, 1946, will apply until August 15, 1946, after which the wage rates and conditions herein provided shall apply as of August 16th, 1946, subject to the provisions of Section 19 hereof.

On all jobs on which the bids were opened after April 1, 1946, the wage rates and conditions as they existed on April 1, 1946, shall apply up to and including June 9, 1946. The wage rates and conditions herein provided shall apply as of June 10, 1946, subject to the provisions of Section 19 hereof.

The rate of payment for all week-day and Saturday overtime on all jobs on which bids were opened on or before April 1, 1946, shall be time and one-half, except for work performed in the City and County of San Francisco, which shall be double time, until August 15, 1946.

On all jobs on which the bids were opened after April 1, 1946, the wage rate for all week-day and Saturday overtime shall be time and one-half, except for work performed in the City and County of San Francisco which shall be double time, up to and including June 9, 1946.

The rate of payment for all Sunday and holiday overtime work during all of the periods in this section referred to shall be double time.

Section No. 23

EFFECTIVE AND TERMINATION DATE

This Agreement shall be effective as of 1st day of May, 1946, and remain in effect until the 30th day of April, 1947, and shall be renewed from year to year thereafter, unless either party to this Agreement shall give written notice to the other party of a desire to change at least thirty (30) days prior to the date of expiration of this Agreement.

Union agrees in the event that either party should exercise its rights under the paragraph last above set out the Union will for a period of thirty (30) days prior to the 30th day of April, 1947, and for thirty (30) days thereafter bargain exclusively with the Employer with respect to all wage rates, working conditions and hours of employment for the work herein covered. If no agreement has been entered into between the parties hereto at the expiration of the said thirty (30) day period after the 30th day of April, 1947, then this Agreement shall thereupon cease and terminate, and the Union shall be free to negotiate with whomsoever it desires.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals by their respective officers duly authorized to do so this 7th day of June, 1946.

Northern California Chapter of The Associated General Contractors of America, Inc.

/s/ WM. D. COUGHLIN

Central California Chapter of The Associated General Contractors of America, Inc.

/s/ WM. E. HAGUE

OPERATING ENGINEERS, LOCAL UNION No. 3 of the International Union of Operating Engineers

/s/ PAT CLANCY, President

/s/ C. F. MATHEWS, Secretary

/s/ V. S. SWANSON, Local Union Manager.

MEMBERS OF THE EMPLOYER'S NEGOTIATING COMMITTEE

Chairman: George C. Loorz, Stolte, Inc.

Vice-Chairman: James E. Roberts, Moore & Roberts

Secretary: Charles Hudson, Central Chapter

Members:

- W. H. Arata, Northern Chapter
- Jack Bonney, Morrison-Knudsen, Inc.
- Ray Fortune, Morrison-Knudsen, Inc.
- Don K. Grant, Guy F. Atkinson Co.
- Charles L. Harney, Charles L. Harney Co.
- T. Y. Johnston, Marshall Hanrahan
- B. F. Modglin, Morrison-Knudsen, Inc.
- Gilmore Ware, Pacific Bridge Co.
- Henry L. Knudsen, Peter Kiewit Sons.
- John O'Connell, Bechtel Bros. McCone
- H. W. Robertson, H. W. Robertson
- Harold W. Smith, Dinwiddie Construction Co.
- J. M. Steffens, Parker, Steffens & Pierce

MEMBERS OF THE UNION'S NEGOTIATING COMMITTEE

- Victor S. Swanson
- Pat Clancy
- C. F. Mathews
- P. E. Vandewark
- Al Clem

Jobs zoom in Sacramento valley; future brightens up, says representative

By FRANK A. LAWRENCE
Business Representative

Sacramento—Work in this territory is going very well. Sacramento County and City jobs are about the same with quite a number of small building jobs now under way using hoisting and compressor Engineers.

The H. E. Parker Company's job at Walnut Grove is being held over until wet weather.

Negotiations are under way with Harvey Russell and we expect to be able to report this Employer signed up with Local 3 soon.

Fredrickson Brothers have three jobs going between Dixon and Vacaville and at Dunnigan all are going along O. K. Sacramento's Free-way Job with Atkinson Company is going about the same. The Austin Company's two jobs are going about the same with Gilbert Adams now straightened out O. K. The Rock, Sand & Gravel Plants are still keeping busy.

H. E. Parker Company, Elliott Construction Company, Utah Construction Company, Joe Vicine, and a good number of small jobs in Eldorado County are going along about the same as last report.

Several small jobs around the Lake are to be organized. Fredrickson and Watson Road Job at Auburn will start by the time this issue is out.

J. R. Reeves is still working at the Clay Pits at Lincoln. A Tiechert got another extension on the Levee and are starting with two shifts.

McGilvray Construction Company is keeping busy on a number of small jobs in and around Sacramento.

The Sacramento Brick Company has signed an agreement with Local 3 and the employees are all now members of Local 3 enjoying from 25c to 65c per hour increases in pay with vacations and overtime. Negotiations are now underway to sign the Cannon Brick Company on the same kind of agreement.

A. Tiechert Company was successful in obtaining another \$900,000.00 levee job between Sacramento and Dixon. There will be a good number of operators on this job as there is over a million yards of dirt to be moved.

E. B. Bishop Company and Auburn Lime Plants both straightened out everything and all members are receiving the proper rates as per agreements.

Spears & Wells Company are back in Sacramento doing several street repairing jobs.

Woodland Perks Up

Considerable work in and around Woodland is underway and some is starting. We are meeting the contractors in that area this week and expect to be able to place several members on small equipment there.

The Bridge Job of Fred D. Kyle out of Forrest Hill above Auburn will be under way by the time this paper is out. The Contract was for \$177,730.00.

The Cutter Plant or Fair Oaks Gravel Company is all straightened out and everyone is in Local 3.

All bids were rejected on Scott Flat Dam Job because of the protests by all crafts due to wrong scales being used in bids.

John Houtman is building a new shop on Stockton Boulevard and we expect to be able to place quite a number of our members there as per our agreement with this company.

The Underground Construction Company is doing some work here for the Telephone Company and is using four members.

Finish Sutter Basin

Ed Curtin has finished his first unit in Sutter Basin and is expecting to start another job out at Knights Landing soon. Harvey Russell from Courtland has moved into Sutter Basin and we expect this operator to be straightened out soon.

For those members who are interested in the Washington job at Old Spanish Mine above Nevada City, the job is not going to start this year. This report comes from the National Lead Company.

Due to the many jobs and the fact that they are spread out through this territory, please comply with your Trade Rules by clear-

Dredger sucks up a 5-inch shell; goes off, nobody injured!

The "one in a thousand" accident occurred on June 27 with members of Local 3 working on a dredge at Alameda Naval Air Station.

Here are the details: Running at full capacity and with 20 men aboard, the dredger Olympia sucked up a live five-inch shell while at work deepening the basin off Pier 3. Case American Construction Co. is owner of the equipment.

The shell exploded when it reached the pump and blew it open top and bottom, short-circuited the main motor, service water pump and other equipment. Three men were standing close by, but no one was injured. Miraculously, no one was even touched by flying particles.

The dredger rocked and took on water but didn't sink. Navy said it didn't know how the shell got into the water. But obviously it must have slipped overboard during a busy war-time loading operation.

The dredger was towed to General Engineering yards in Alameda and will be repaired within three or four weeks.

The accident, though the first of its kind experienced in the Bay Area, was similar to another which occurred recently to a sister dredger of the Olympia off San Diego when it picked up a live bomb.

The bomb was sucked in through the 28-inch opening of the suction pump, and it ran through 5000 feet of pipe line without exploding. It was not discovered until the crew saw it bounce out of the end. Navy was called, and the bomb was safely exploded.

ing through this office. It will save a lot of time and unnecessary driving and will give your Business Representative a chance to adjust things that need attention.

Leonard Jefferies is able to be back on the job again, having recovered from a back injury.

Alex Klemin is in the Mercy Hospital in San Joseph Ward.

Rust Calhoun has returned from U. C. Hospital after another operation.

Don't forget that for your convenience, the Sacramento Office is open on Wednesday Evenings from 7 until 9 o'clock. The Business Agents will be on hand to help you with your problems at that time.

All members at work in North Bay region; report dearth of cat operators

By H. O. FOSS

Business Representative

San Rafael—Piombo Bros. have given some extensions on their job at Strawberry and are working two shovels besides their other equipment and are making good progress, too.

McGuire & Hester on their big outfall sewer project in Mill Valley are into some tough going but seem to be on schedule or nearly so. Brown-Ely has been successful bidder on some resurfacing and paving jobs on the highways in this vicinity. Huffstutter and Dow, I understand, are getting more equipment and seem to be expanding daily. Johnson & Nelson appear to be going along keeping all their equipment busy.

Contractor Bartlett is getting a new cat loader and the same goes for Contractor Von Saldon. There are many individual owners starting equipment in this district. Raisch and Harms are getting into shape to start the paving on their big job on Highway 101. Our old member, Les Crane, is really going to town in the vicinity of Healdsburg, having several pieces of new equipment and is really keeping them busy having a top-hand crew of Local 3 members. Les says, "With these boys, I can't help but make a few dollars." Art Siri seems to have his equipment scattered all over, as usual, but expanding each day. Bechtel and McCone on their big sewer job in Santa Rosa seem to be making good progress, working many members. Contractor Bob Rap keeps quite a few of the boys busy in the same vicinity. Piombo Bros. are starting a new job in Mendicino and have cleared several members there. Brother Pierce is the foreman on this job. Guerin Bros. on their contract near Pt. Arena, making good progress at this writing.

Quarries Catch Up

The Basalt quarries seem to be fairly well caught up on most of their operations except Healdsburg, which is on two shifts at the present time. Eddie Ford, our friendly contractor, has been successful recently in pinching off a couple of good paving jobs in the northern part of Napa County.

Brother Ernie Weil says it seems like they finally got off the dime and are off to a good start for the balance of the season.

Ball and Parker, on the Rector Dam, have two shifts and a big crew now in full operation and the fill is rising very rapidly.

C. M. Syar is set up in Willits

with his crushing and screening plant and is doing all right on his paving contract.

Biasotti & Son are making very good progress on their Rodmond-Narrows job and we understand are ahead of schedule.

Stolte Company have a job near Lakeport for one of the major oil companies and are employing a few of our members.

Brother Demick is running a couple of shifts, land leveling and subcontracting in Lake County.

Awarded Bridge Job

Kiss Crane Company are successful bidders on the bridge over the creek near Upper Lake and have the necessary equipment on the ground at the present time.

All members working and the cat operator situation is beginning to get rather acute.

In addition, we are starting many new men and it looks like a very busy season for the North Bay area. The latest on the Sausalito Approach seems to be hung up as to just exactly where they are going to put this new road through to the Golden Gate Bridge but it will be a several million dollar job when it finally breaks.

★ ★ ★

The Crowning Touch

Here's radio announcer Ken Robert's amusing yarn about two business partners who were arguing furiously. Finally one of the lads wound up his denunciation with: "As far as I'm concerned you can jump off the Empire State Building and when you hit the sidewalk—all your teeth should fall out. All except one."

"Why all except one?" asked the other innocently.

"You should have that one left for a toothache," came the explanation.

News from the San Francisco office

By P. E. Vandewark, Pat Clancy and Chet Elliott, Business Representatives

San Francisco—Work has improved considerably in this territory and practically all of the members are working. Since the last writing have been busy attending the California State Federation of Labor in San Francisco, also attending meetings with the A.G.C., Rock, Sand and Gravel, and various associations regarding our new agreements and wage scales.

Attended a meeting in Salt Lake City of the Utah Sand and Gravel in conjunction with the A. G.C. of Utah to straighten up an agreement, attended two meetings in Reno, Nev., with the A.G.C. of Nevada regarding an agreement for that state. We think this Nevada agreement will be straightened out within a week or so. Attended the Nevada State Federation of Labor convention at Las Vegas. We were successful in electing Brother Ware Rowe of Ely, Nevada as a Vice-President for the State Federation which I believe is the first time in the history of the Nevada State Federation that one of our members became an officer. A matter like this strengthens our prestige in the labor movement throughout the state.

HUNTERS POINT—American

Bridge has several rigs working now on both of their steel erection jobs—there are several thousand tons of steel involved in these jobs so it will last for some time. Gerwick-Morrison-Twaits have just about completed their contract for the Navy on the piers, a little clean-up work only being left to be done. Ben C. Gerwick was recently low bidder on a new job in excess of four million dollars which will start about the first of August. Erbentraut and Summers still have two hoists and two rigs busy on a building job. Piombo Bros. are doing considerable excavation and refill work inside the Point.

Barrett and Hilp and Robert McCarthy Co. have two large contracts with the Federal Public Housing Authority to erect housing for veterans. This work is just

starting but will furnish employment for several of our brothers as they will be using a number of truck cranes. Eaton and Smith have about completed their Lake Merced sewer outfall job. They also have a new job in operation on the extension at Clipper Street, and several rigs are busy on this job. In addition, they have a street extension job on Jerold Avenue. Fay Improvement Co. has several rigs working on real estate development off Geneva Avenue near the Cow Palace. They are also extending a divided strip for Geneva Avenue.

Lowrey Paving Co. has several jobs in operation about town, especially a large sewer job on Folsom Street. Charles Harney Co. are still working on the two cemetery jobs, most of the excavation work now being done and they are devoting their efforts to street paving. They also have a job for the Marine Corps at the Islais Creek Base where they are pouring large concrete slabs. Dinwiddie Construction Co. has some large remodeling jobs down in the financial

district and are employing a large number of the brothers operating hoist elevators and compressors. Cahill Bros. also have several building jobs in operation and they are about ready to start on the annex to the Furniture Mart. Cleveland Wrecking Co. have three rigs in operation on the wrecking of the present building on the future site of the Annex.

Healy-Tibbetts are getting ready to start on their Mission Rock job which consists of a large imported fill which will furnish employment for a good many brothers. Duncanson and Harrellson have a contract for the pile-driving on this job which will not be able to start for some time. There are several small piledriving jobs in operation about town and along the waterfront being done by Magowan, Raymond, Healy-Tibbetts and Mercer-Fraser Co. The ship repair along the waterfront is a very slow process. We have only a very few brothers employed now as compared to the number that were employed during the war, a normal peacetime operation, we would say.

There are several large real estate development projects and new buildings to be erected in this area but they are being held up at least temporarily by the C.P.A. and the lack of construction materials.

From San Mateo:

Working conditions in the San Mateo district continue to improve. The Macco M. K. Company at the San Francisco Airport have expanded their job to about thirty per cent of full operation. The first unit of the Bayshore Highway has been awarded to the Guy F. Atkinson Co. and they are starting operations this week. At Redwood City the R. J. Dunlap Co. are continually adding more of our members to their payroll. Barrett & Hilp have started work at the Buri Buri subdivision on the paving of streets, the California Paving Co. sub-contracting this work. Stoneman Bros. and Henry Doelger are both busy on grading jobs at Colma, Stoneman Bros. employing two shifts. All the local contractors in the district are busy and all of our members in this locality are working.

Round-up of the news from Utah

By C. L. Casebolt, Salt Lake; T. L. Clark, Salt Lake; C. R. Van Winkle, Provo—Bus. Representatives

Salt Lake—My how the past month has rolled by and it seems only yesterday that we were preparing our little contribution for last month's edition of the Engineers News. History was made during the last month, both nationally and locally, much of which vitally affects labor. OPA died, or may have died, if the people don't express themselves to Congress in no uncertain terms. The President vetoed the notorious Case Anti-Strike Bill and then turned around and signed the so-called Hobbs Racketeering Bill, which may be used in an attempt to hamstring labor.

The CIO ended its strike against the Utah Copper Company, which had kept a couple hundred of our members idle. A run-off election was held at Geneva and was won by the A. F. of L. by one vote. The Machinists made another attempt to invade our jurisdiction and were beaten back again. Negotiations were started on agreements covering our members in Utah working in the Rock, Sand and Gravel Industry and the Ready Mix Concrete Industry. A number of contractors signed our new agreements. All of which, and more, has kept your representatives hopping.

New Wage Confused

We wish we could say to you that your new wage scale goes into effect on so and so date, but as this is written, to say the least, the situation is confused. The death of the OPA carried with it the death of wage stabilization and Government control of wages as it affects most industry. The situation as it applies to the construction industry is somewhat different. In this industry we had a voluntary plan that was negotiated between the Government and the A. F. of L. Building and Construction Trades Department, which was later recognized by law. Although we have been in constant touch with Washington, as this is written we have been unable to secure a definite answer as to whether the Wage Adjustment Board still has authority over construction industry wages or not.

Late Developments

To bring you up to date, the following is what has developed in regard to new wage scale: Dated May 15, 1946, we received notice from the Wage Adjustment Board that the usual fifteen day period had been granted to receive protests against the joint request of the usual procedure and from all we have been able to discover no protests were made.

From this we felt confident that the new scale would be approved early in June. However, dated June 20, 1946, a communication was received from the Wage Adjustment Board stating that consideration of our application had been held up pending the receipt of additional information concerning wage scales and collective bargaining agreements in effect in Utah on January 1, 1941. It might be well to point out at this place that the Wage Adjustment Board had authority to approve requests amounting to 33 per cent over wages in effect January 1, 1941, and could also approve requests over that percentage to adjust inequities.

As Brother Swanson was leaving at that time for Washington such data on this question as was available was forwarded to him for presentation to the Wage Adjustment Board. We believe this matter is in the best hands possible and can assure you that everything possible is being done to place the

new scale into effect as soon as possible.

Sand, Gravel, Ready Mix Concrete Negotiations

In our last report in the Engineers News we reported on the negotiations being carried on with the Utah Sand and Gravel Company. On Wednesday, June 12, 1946, it became evident that continuing negotiations were futile and, after consulting with our members involved, the plant ceased operation. On Saturday, June 15, a meeting was held in the AGC offices with the Company to discuss the settlement of the dispute. In attendance was Mr. Don Godwin of the U. S. Conciliation Service, who had been assigned by the United States Government to the case. To assist us, Brother Swanson, Business Manager of Local No. 3, had sent Brother Pat Clancy, President of Local No. 3 and Brother Joe Riley, Business Representative of Local No. 3, whom many of you will remember was assigned to Utah before entering the Army.

At this meeting it was agreed that operations should be resumed upon receiving a written stipulation from the Company to make any wage raises retroactive to June 17, 1946 and to sign any agreement that was reached with the entire industry. It was further agreed that a meeting of the entire industry would be called immediately and an attempt would be made to work out an industry-wide agreement.

Special Meet Held

Such a meeting was held Wednesday, June 19, in the Newhouse Hotel and the industry agreed to appoint a committee for the purpose of negotiating an agreement with the Operating Engineers and the Teamsters. Meetings have been held practically every day since that day by your representatives with the industry's committee and as this is written it appears it might be possible to reach a satisfactory agreement. These negotiations have been tough and the agreement arrived at will not be perfect from our viewpoint but it should be remembered that this is the first agreement and such agreements are a step forward and can only lead to better wages and better conditions.

CIO Ends Copper Strike

The five months strike, called by the CIO against the Copper Companies, ended early last month. This strike, which had lasted five months and cost the workers over five million dollars in lost wages, had kept a couple hundred of our members, employed by the Utah Copper Company, idle. The end of the strike, which we believe was as much a strike by the Company for higher prices as anything else, brought other problems. The CIO settlement, which called for a 18½c raise in hourly rates, 9½c retroactive to September 1, and one or two other inequity adjustments, carried with it two or three provisions that we felt were not acceptable from our viewpoint. For instance, the CIO agreed to give up two of the six holidays and agreed that retroactive pay would only be given to employees returning to work.

The Company offered this settlement, including renewal of the old agreement to the three AFL unions. Our information is that the other two A. F. of L. unions have accepted the Company's offers. However, when the offer of the Company was brought before our membership employed there they expressed, in no uncertain terms, their dislike of the Company's offer and reaffirmed their previous strike vote if a better settlement could not be made. As this is written negotiations are proceeding with the

Company in an attempt to work out a satisfactory settlement for our membership.

Geneva Election

While all this was going on a campaign was being waged against the CIO by the A. F. of L. at Geneva. On June 13, a run-off was held of the indecisive previous election, which showed the A. F. of L. the victor. That is, if the National Labor Relations Board adopts the recommendation, if we read it correctly, of the Director of the Twentieth Region, National Labor Relations Board. Up to date the NLRB has not issued its decision in the run-off election and the A. F. of L. remains the Bargaining Agency.

The CIO waged its usual dirty campaign, indulging in personalities, exaggerations and outright lies and on top of that showed themselves to be poor losers. This should show the intelligent worker at Geneva just how they would be treated if they were ever so unfortunate as to choose the CIO as their bargaining agency.

We presume that the sale of the plant to the United States Steel Company is fairly well known to all. The Company has begun calling back some of the laid-off workers and if you were employed at the Geneva Steel Company and were laid-off and wish to return to that plant, we advise you to contact the Provo office and a check will be made of your seniority and rehiring rights. No information is available at this time of possible construction work at the plant although rumor has it that a large contract is contemplated.

The last election resulted in one gain, we believe, for the workers at the plant and that is the organization of the workers of the plant into a Steel Workers Council, chartered by the A. F. of L. This Council is to be a body that will have complete authority over the Geneva affairs, including the bargaining agency, the negotiations of agreements, and the adjustment of disputes and will be composed of workers at the plant. Delegates will be chosen from the unions interested in the plant, including the Railroad Brotherhoods and the Machinists. The present plans include departmental representation in the Council through the Grievance Committeemen and the Stewards. This, we believe, will give to the workers the most democratic type of organization to be found in the entire steel industry.

Instructions to Members

Early in March a demand was served on the Utah Construction Company that that Company recognize Operating Engineers Local No. 3 as the bargaining agency covering the employees engaged in the repair, maintenance, rebuilding, unloading, storing and warehousing of heavy equipment employed at their shops at Baccus and 21st South Street, Salt Lake City. The Company requested that we produce proof that we represented the majority of the employees working in the above classifications and application was made to the Utah Industrial Relations Board for certification as the bargaining agency. On March 15, the Industrial Commission, after an investigation, certified the Operating Engineers as the bargaining agency and on March 26, an agreement was signed with this Company.

Subsequent to that date, the Machinists Union applied to the Industrial Commission to have this agreement set aside, which, after a hearing, the Industrial Commission ordered done and a new investigation made. A new hearing was held before the Industrial Commission on June 27, at which time the Machinists Union made

such a poor showing that on the 29th of June the Industrial Commission again certified the Operating Engineers as the bargaining agency for the shop employees of the Utah Construction Company. This means that the agreement now in force at the Utah Construction Company shops remains in effect and in all probability may be re-signed as soon as convenient to the Company and ourselves.

Instructions to Members

Business Representatives cannot be at all places at all times. This simply means that more and more of the membership on the various jobs are going to have to watch conditions carefully in order that our agreements are not violated or conditions broken down. The first thing the members on each job should do is get together and elect one of their number as steward and then have the steward immediately notify the nearest office of your union that he is the steward.

Under our new agreements stewards handle grievances when they arise on the jobs and have twenty-four hours in which to attempt to make an adjustment with the superintendent in charge of the project. It is well for a new steward to be careful, at least at first, in how he handles grievances, as experience has shown that some training is needed for a successful steward. It is best for the steward, therefore, to keep in touch with the business representative of the area in which he is working and to call him for advice at any time a grievance arises. In this way unnecessary trouble can be avoided through the inexperience of stewards.

Remember this, that the business representatives aren't necessarily working in your interest by coming around to the jobs and shooting the breeze with you or to collect your dues. Our job is to protect the membership by securing agreements with the various firms employing our members and adjusting disputes as they arise, not acting as bill collectors to collect your dues. You can pay your dues by mail by sending in a check or money order with your card and a receipt and working button will be immediately sent to you; or you may come into any of the three conveniently located offices. If you do this it will mean that your representatives can accomplish far more in your behalf than they can by spending all their time visiting the various jobs. In regard to your dues, may we advise you to keep in good standing and the current month's dues paid, as your failure to do this may have an effect upon your benefits in case of death.

Personal Items

In this paragraph our intentions were to pass on to you interesting bits of news about our various members around Utah. This last month very little of a personal nature has come to our attention and we would like to request the entire membership if they know of any interesting personal notes about any of the members to pass them on to us and we will be glad to have them printed.

Brother Lee Bernard received a serious head injury recently while employed at the Utah Construction Company Shop on 21st South. As this is written his condition was described as very doubtful. . . . Nephi Nemalka received a serious injury to his arm while operating the crusher on the Olaf Nelson job. His condition was described by his doctor as satisfactory and it is hoped that no permanent injury will result. . . . Allen Mechem, secretary of the AGC in Salt Lake City, is the proud father of a bouncing baby boy. This makes three boys for Allen and the way he sounded he might trade him for

a girl—so if any of you fellows have a girl that you want to trade for a boy, it might be a good idea to contact Allen and maybe you could make a deal.

Report on Jobs

There isn't much additional this month to report on the job situation as few additional jobs have been let or started. Most of our members are working, the few on the out of work list being members who for some personal reason or other have not been able to accept the available jobs. At the present time there are opportunities for mechanics and turnpull operators. Most of them, however, away from town.

The Carl B. Warren Company submitted the only bid for the Jordan Narrows Syphon and Pumping Station Unit of the Deer Creek Project. The bid submitted was \$404,430.90. Information received leads us to believe that this job will be let to the Company and will be started in the near future.

The Palfreyman Construction Company submitted the low bid on three and one-half miles of road work in Cache County and presumably will be given the contract.

Meeting Nights

Your attention is called to the following change in meeting nights in Salt Lake City: Hereafter the meeting in Salt Lake City, by action of the last meeting, will be held the second Wednesday of each month in the Labor Temple, 151 S. 2nd S., and will convene at 8 p.m.

The meeting in Provo will continue to be held on the second Friday night of each month in the Labor Temple, 45 N. Univ. Ave., and will convene at 8 p.m. For the convenience of the membership the office will be held open between 6 and 8 p.m. on this night.

Please try to attend the meetings as important developments are occurring rapidly, developments which you owe it to yourselves to keep thoroughly informed about.

Stockton

(Continued from Page 3)

job, this would leave but four units of work to be done in the district: One—Approximately 15 miles between north of Ripon to the Mariposa Road; 2—Approximately 22 miles between Buhack Station and Reyes; 3—Approximately eight miles between Dutchman Slough and Lindgard in Merced County, and 4—Approximately 6.5 miles between Lodi and Sacramento County line. Completion of these jobs would give four-lane divided highway on 99 of approximately 100 miles complete in District 10, Sacramento County line to Madera County line.

Finish Mossdale Fill

The M.J.B. Construction Co. have just about completed the fill on their job at Mossdale, Bro. Jess Culp has replaced Bro. John Owen as grade foreman, Bro. Hank Linkert is superintendent of the job, replacing Bro. Joe Pische, who left to take another job in the bay area.

Bro. Geo. Calk was injured by a drunk who pulled a knife on him and cut him very painfully on the right hand and arm.

Herrick Iron Works of Oakland have a truck crane working on the new Esquire Theater. Bro. Lloyd Johns is operating the crane and Bro. Swensen is his oiler.

Four members of the Engineers Union, working for the Moore Equipment Co. at Stockton, have received a 27c to 30c wage increase. Negotiations have been in progress for the past five months coming to a satisfactory conclusion on July 1.

Insurance statistics show that for every man of 85 years of age there are seven women. But it's too late then.

What's doing in the Oakland office

By Al Clem, Joe Riley and Joe Walther, Business Representatives

Oakland—In writing the report for the monthly news letter we find in some classifications of work we are rather short of members while in others there are still many idle. In checking the out of work list we find there are approximately 225 members out of work here, while the majority of the jobs are of short duration and the turnover is large.

It seems that every corner you go around, you see either a cat, roller or blade working, and it keeps the business representative in the district busy chasing them down, ironing out difficulties and trying to find the proper man for each of the jobs. Along with this it seems that some of the employers

are getting rather fussy about the type of men they are getting, no doubt laboring under the delusion that help is more plentiful now than in the past, when, as a matter of fact, in some classifications, such as heavy duty repair men and blade operators, we are still very short of men. We expect that this condition will continue for some time due to the fact that no large projects are scheduled for this area while the housing conditions are acute.

Big Jobs Started

Pacific Coast Aggregates have started work on their \$3,500,000 expansion program planned to meet the expected development in highways and heavy construction in this area.

A. K. Humphries, president, announced recently that contracts have been let for approximately \$2,500,000, with plans being rushed for completion of the rest of the program.

A new \$1,500,000 plant at Eliot, between Livermore and Pleasanton is the major feature of the program. There will be a batch and asphalt plant included in this development along with the facilities for processing sand and gravel.

Other installations include a plant at Tracy at an estimated cost of between \$500,000 and \$600,000, and a \$200,000 yard and warehouse on San Leandro Boulevard at 92nd Avenue in Oakland.

Humphries has pointed out that his firm owns 1200 acres of land in Alameda County which engineers have estimated hold sufficient

gravel deposits to meet even abnormal demands for the next 150 years.

A. V. Bechtel Dies

After an illness of several months, A. V. Bechtel recently died at his home in Oakland.

Born near Freeport, Illinois, Bechtel and his brother, W. A. Bechtel, came to Oakland in 1904 to join the contracting firm that constructed the Richmond Belt Line Railroad.

The brothers, both noted engineers, undertook their first sub-contracting work in 1905 and in the following years their firm grew to national importance. They helped to build the San Francisco-Oakland Bay Bridge, Grand Coulee Dam and the Alcan Pipeline. During recent years they participated

in virtually every large construction job. Their activities included laying of a pipeline from Texas to Chicago and the building of many railroads, shipyards and dams.

In 1933, W. A. Bechtel died, but his brother continued his interest in the firm and at the outbreak of the war the company had projects under way in many parts of the world.

Star Pitcher

Dore Ferrarese, 17-year-old pitcher for the Operating Engineers' team, is considered one of the outstanding young ball players of the state. He was chosen as a member of the All-Star Contra Costa County baseball team and is considered major league material. The young star is a left hander.

Word from the jobs

During the past month an agreement was signed with Bay Cities Equipment, Inc. This company, a subsidiary of the Moore Equipment Company of Stockton, will handle a complete line of construction and marine equipment.

Brother Mercalf, master mechanic for McGuire and Hester, reports that the company is employing about 18 of our members in the shop and on various jobs in Alameda and Contra Costa Counties. They have two engineers working in Antioch running water service for a housing project.

The Western Freight Handlers, who are engaged in handling material for overseas shipment for the Army Air Forces at the Intransit Depot in Alameda, have curtailed their forces considerably and are now employing just one crew.

Hermiston and Rosendahl have 8 members employed on their job at the Standard Oil Plant in Richmond. Brother Tom Kennedy is running crane and Brother Barney Bell, one of old timers, who recently returned to the Bay Area after several months spent working around Sacramento and Stockton, is operating boom cat.

The father and son team of Roy Decker Jr. and Sr., are employed as ditcher operator and oiler respectively for the Van Valkenberg Company, a Sacramento outfit, who recently started work at the Columbia Steel Plant in Pittsburg.

The Austin Company is still keeping several engineers busy at the Dow Chemical Plant.

The Rock, Sand and Gravel plants continue to be very busy and are employing good sized crews at this time.

Build New Crusher

The L. G. Lynch Company is erecting a crusher at Blake Brothers Quarry in Richmond. They have 4 engineers on the job at the present time and expect to be in operation in the very near future.

Brother H. E. Clifton, recently discharged from the service, is very happy operating a new blade for the Asta Construction Company near Elio Vista.

Brother Norm Brown still has 11 of the brothers employed on work in and about Rio Vista.

Walsh and Puccetti have been awarded the \$55,230 contract for installation at the pumping plant on the Ignacio and Clayton Canal. William Puccetti, who is a member of Local 3, expects to employ sev-

eral heavy duty mechanics on this job which should be under way by mid-July.

Set Up Hot Plant

Martin Brothers have set up a new hot plant in Concord and have added several engineers to the payroll to handle this operation.

Brother Geo. L. Sole is still busy at the Contra Costa Stadium, where midget auto races are held each Saturday night and motorcycles race each Wednesday night.

There are just two engineers working on the C. Dudley DeVelbiss Housing project job at this time. Brother B. C. Shade is on the blade and Brother O. C. Windham is on the cat.

Brother Bob Pratt, superintendent on the J. R. Armstrong job between Albany and the Carquinez Bridge, reports that there are 5 engineers out there at the present time.

Pittsburg Dirt Job

Excavators, Inc., have a contract to move 400,000 yards of dirt at Columbia Steel in Pittsburg. 200,000 yards will be moved by scrapers and the remainder will be handled with draglines, according to Brother Larry Mehaffey, foreman. There are 8 cats and 3 draglines on the job now, and Brother Ed Vargas is job steward.

Construction work on new sewer lines from the San Leandro sewage disposal plant along Davis Street and to West 132nd Avenue has been awarded to Stolte, Inc., who submitted a bid of \$177,800.90.

The Independent Construction Company is employing 12 of our men in their plant in Oakland and on various small jobs in the area.

The Paraffine Companies, Inc., of Emeryville, recently signed an agreement with Local 3 which provides for a substantial increase in wages for our members working in their plant.

The Oakland Sewer Company has 3 members working on their job at Sheffield Village in East Oakland.

Independent Iron Works has a crew engaged in setting steel on the new cannery now under construction in San Leandro.

Brother Sam DeMalt is driving pile for the Raymond Concrete Pile Company on the State Farm Insurance Company building in Berkeley.

The Pacific Pipe Company has 3

engineers in their employ at the present time.

Park on the Job

Brother Ed Park is now working out of the Oakland office and will be contacting jobs in Contra Costa and lower Solano Counties. Meanwhile, Brother Joe Walther, who has been so ably covering the Rich-

News about the brothers:

Brother Joseph Silveria, who has been with Heafey Moore for the past 5 years, first in the capacity of shovel runner and later as heavy duty mechanic, is taking a withdrawal card, with the expectation of opening a machine shop in the vicinity of Hayward, as soon as he can find a suitable location. He informed us, however, that this would have to wait for at least one month while he takes care of a very important project—a fishing trip up to the Dardenelles.

Brother Calisto Xavier, crane operator for Pacific States Steel, who was confined to the Veterans Hospital at Fort Miley for observation during June, has been transferred to Wadsworth General Hospital near Los Angeles for treatment.

Dudley Hauls Lumber

"Tell the brothers that if they want any lumber hauled I am equipped to do the job and will go anywhere," says Brother Paul Dudley Paul, who has been running shovel for Johnson Drake and Piper for the last 5 years, purchased two diesel trucks last summer, had a crack at logging, but now plans on using the equipment full time to transport lumber.

According to Brother Denzil Patterson, who has just returned from 2 years in Arabia, our way of life has made a strong impression on the native. He says that as far as possible, they have adopted American dress and it is very possible that they will gradually become educated to a better way of living. In charge of a quarry with 30 Arab, Iraqis and Italians working under him, Brother Patterson had ample opportunity to learn many of their customs. He says they were taught to operate tractors and cranes without "too much difficulty" considering the fact that previously most of them had only had camels as a means of transportation, and had never seen a piece of mechanized equipment.

Brothers Leo Dockstader, Joel Stevenson, Lewis Hansen and Kenneth Turner have signed up for a year's stay on the Navy project at Guam.

mond Yards for some time, has now taken over the remainder of the shipyards in the East Bay.

The Key System recently notified sub-contractors of their desire to sublet portions of work on the removal of the Richmond Shipyard Railway. The job will include removal of all railway facilities and

A general repair shop has been opened by Jerry "Pop" Weller, and his two sons at 6125 Orchard Avenue, Richmond. They will repair all types of machinery, including tractors, mixers, trucks and compressors in the field or at the shop. They can be reached by calling Richmond 2603W.

Laws Buys Property

Castle Springs, located 8 miles out of Middletown, above Calistoga, in the heart of the deer country, has been purchased by Brother G. B. Laws. This property, consisting of 360 acres, for many years was operated as a rest home and summer outing camp by the Salvation Army, and has been closed to the public since 1920. Brother Laws is making many improvements and plans on operating a family type resort. At the present time he has 22 cabins. A large swimming pool, fed by hot mineral springs is one of the major attractions. We would suggest that when any of the brothers are up that way they drop in and pay Brother Laws a visit.

Gold Dredger

(Continued from Page 1)
Regarding the possibility of an increase in the price of gold, there is a definite move now to make free gold a reality.

Foreign Operations

In talking with operators of doodlebugs in different localities, many are planning on starting in foreign countries, particularly in Mexico, Central America, Peru and Chile. With the price of gold at \$48 to \$46 in these countries and with agreeable tax rate usually 2% of the gross recovery, it is easy to see why they look with favor on the plan. These companies can also take Americans with them as long as they do not exceed 10% of the crew. In some cases, local capital is available if the Americans will manage. It is quite possible that this will be available to bucket lines as well if there is enough ground available. I understand that Brazil has plenty of ground but control must be vested in a Brazilian citizen.

In the future, we expect the stewards to turn in news so that

restoring of property. This work, which includes rail removal, paving, removal of trestle and platforms should involve some work for engineers.

Tom Gogo, Los Angeles contractor who has been installing water mains for the city of Antioch, has just about completed the job.

Jobs increasing in Nevada; new work coming up

By H. L. SPENCE
Business Representative

Reno—The highway jobs in the State of Nevada are still on the increase, with numerous jobs awarded, and more to be let this month.

Bishop Construction Company has started to put hot stuff on their job at Susanville, California. Brother Cy Ribici is superintendent, and Brother Winfield B. Robson is the plant engineer. It looks as if it is going to be a good job.

Utah Construction Company have just about finished their job at Doyle, Calif., and have moved most of their equipment to their job at Doris, California. I think Brother Kenneth Donovan is still doing some blade work along with Isbell Construction Co.'s crew, laying the hot stuff.

Isbell Construction Company's job at Franktown, Nevada, is going O.K., with a number of the brothers on the job. Of course, Isbell Construction Company's work around Reno goes along like routine work. Their stripping job at Kimberly, Nevada is O.K. for I never hear from them only when I make my monthly trip up there, then they holler for a beer bust or some sour wine to drink. They are a grand bunch, very merry and peaceful.

Hunt and Frandsen are going to town on their job from Elko to Lamolille, Nevada. They were awarded a job in Elko County near Eureka, Nevada.

Dodge Construction Company was awarded another job up in Elko County. They are getting near the end of their dirt work on their job at Wellington, Nevada. I was told that they were going to move up on their job at Battle Mountain, Nevada, in the near future.

The Reno Contractors are all very busy, the hot weather seems to give them plenty of pep, and everyone is working.

each Company will be more fully covered.

—OTTO E. NEVER,
Business Representative.